

EMPLOYMENT CONTRACT

THIS AGREEMENT made this May, 2023, by and between the Green Brook Board of Education, with administrative offices located at 132 Jefferson Avenue, Green Brook, New Jersey 08812 (hereinafter "the Board") and Mr. Jason Weber residing at 2600 Homestead Drive, Easton, Pennsylvania 18040 (hereinafter "Mr. Weber" or the "Business Administrator").

W I T N E S S E T H:

WHEREAS, the Board desires to employ the services of Mr. Weber as Business Administrator/School Board Secretary and Mr. Weber has agreed to provide said services

WHEREAS, the Board and Mr. Weber wish to embody in this Contract the terms and conditions of their agreement; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Board and Mr. Weber hereby agree as follows:

1. EMPLOYMENT

The Board hereby agrees to employ Mr. Weber as Business Administrator/School Board Secretary with such duties and responsibilities in said position as are specified in Title 18A of the New Jersey Revised Statutes and all other applicable laws and regulations, as well as in accordance with all pertinent Board policies, administrative regulations and job descriptions. Mr. Weber accepts said appointment and represents that he will faithfully and fully perform and carry out the duties and responsibilities of said office throughout the term of this Contract, including attendance at all meetings and school affairs required by the Superintendent.

2. FULL-TIME COMMITMENT

Mr. Weber shall devote his full-time attention and energy to the business of the District and shall not; engage in other employment or activities, which would unreasonably interfere with the performance of his duties. However, with prior approval of the Superintendent, he may undertake consultative work, speaking engagements, writing, lecturing, and other professional activities that may require him to be absent from the school district. Absences for outside engagements of more than one day shall require approval by the Board of Education. Board Policy and Job Description shall set the duties assigned to Mr. Weber.

3. TERM

The term of this Contract shall be from July 1, 2023 through June 30, 2024, and is subject to annual renewal by the Board.

4. CERTIFICATION

Mr. Weber represents that he is properly certified as a Business Administrator/School Board Secretary in New Jersey. During the term of this agreement, Mr. Weber shall maintain his certification in good standing and shall satisfy any additional requirements that may be imposed by the New Jersey Board of Examiners.

5. COMPENSATION

Mr. Weber shall receive an annual salary of \$164,599.00 (One Hundred Sixty-Four Thousand Five-Hundred and Ninety-Nine Dollars), payable in equal semi-monthly installments in accordance with the District's payroll schedule for twelve-month employees. Mr. Weber's salary includes compensation for performing the duties of Director of Operations.

6. LEAVES OF ABSENCE

A. Sick Leave

1. Mr. Weber shall be entitled to 12 days of sick leave annually. Upon the Business Administrator's commencement of employment in 2023, the Business Administrator will be given a maximum bank of twenty (20) sick days (assuming at least 20 days had been accrued) from his prior service to be utilized in the event of personal illness. These days shall be utilized after the days provided by the District are used. These "banked" sick days shall not be eligible for reimbursement.

2. Payment for Unused Sick Leave

There shall be a payment for unused sick leave days upon retirement under the following conditions:

- a. Mr. Weber must apply for, qualify for and receive payments under the T.P.A.F. system.
- b. Upon retirement from employment with the district, the board will pay Mr. Weber all unused, accumulated sick days at the per diem rate, calculated as 1/260th his current annual salary. Payment for unused sick days shall be capped at \$15,000.
- c. Payout of any accrued sick leave shall be in accordance with New Jersey statutes and regulations.

B. Temporary Leaves of Absence

Mr. Weber shall be entitled to the following leaves of absence with pay during each school year:

1. Death in Family

Mr. Weber shall be entitled to 5 days of bereavement leave, per year, in the event of the death of a close personal relation.

2. Personal Days

Mr. Weber may be granted absence of three (3) days per year, without reduction in pay for personal business which cannot be performed other than during employment hours, upon advanced notice to the Superintendent. One of the unused personal days in any year may be converted to and accumulate as sick leave. The Superintendent may at his discretion grant additional personal days beyond the three (3) days indicated above, but shall notify the Board on each such instance and cause a written record of same to be entered in Mr. Weber's attendance record.

3. Emergency Days

Mr. Weber may be granted a maximum of four (4) days per contract year, for emergencies necessitating absence from work. These days are granted at the Superintendent's discretion.

7. **INSURANCE PROTECTION AND HEALTH CARE COVERAGE**

- A. Medical, Surgical, Major Medical, Dental: The Board shall provide hospital, surgical, medical, major medical and dental insurance coverage for the Business Administrator and family. The level of benefits in the plan shall be as guaranteed by the Plan documents in effect at the inception of this Agreement which are on file in the Business Office, which the Business Administrator has reviewed. The benefits provided to the Business Administrator shall be the same benefits provided to District staff.
- B. The Board shall provide the above-mentioned coverage for the Business Administrator and his immediate family dependents (spouse and children) who are eligible and whom the employee elects to have covered. The parties

agree that the Board reserves the right to unilaterally and without further negotiation to change carriers, as desired, so long as the new plan contains at least one coverage option that is equivalent to the coverage currently provided. Any adjustment to the responsibility of payment of medical insurance premiums made during the life of the Employment contract shall be in the form of an amendment and shall become part of this Employment Contract, but shall not be deemed that the Board and the Superintendent have entered into a new employment contract.

- C. The Business Administrator shall contribute towards payment of his premiums for his health benefits a maximum of 1.5% of his salary, in accordance with Chapter 2, P.L. 2010. The contribution payments shall be made in the form of payroll deductions.
- D. Whenever there shall be a change in coverage, the Board shall provide to the Business Administrator a description of the health care insurance coverage provided no later than the beginning of each school year, which shall include a clear description of conditions and limits of coverage as listed above.

8. WAIVER OF BENEFITS

Should Employee waive the health benefits coverage set forth in Paragraph 7 he will be given a waiver payment equal to \$5,000 for family; \$2,500 for 2 adults; \$3,500 for parent/child; and \$2,500 for single, for each year the coverage is waived.

9. VACATION

- A. As the Business Administrator, Mr. Weber shall be granted twenty-three (23) vacation days annually, but shall be considered earned on a monthly pro-rata basis. School vacations do not constitute time off for the Business Administrator unless he uses his leave time. The Business Administrator may carry-over up to a maximum of ten (10) unused vacation days from one year to the next. Upon separation from service, if the Business Administrator has unused, earned, accumulated vacation days, the Business Administrator will be compensated for up to ten (10) days, of his unused vacation days. Throughout this contract, the per diem rate shall be calculated as 1/260 of his then-current annual salary.
- B. The Business Administrator shall be permitted to take vacation days upon prior notice and approval by the Superintendent during the school year. Such approval shall not be unreasonably withheld and shall not result in the Business Administrator forfeiting vacation days during any year of this contract. During summer recess, the Business Administrator shall use discretion and notify the Superintendent of the vacation schedule. The

Superintendent shall be responsible for maintaining written documentation of the Business Administrator's earned, used and accrued vacation days.

- C. Should this contract be terminated pursuant to Paragraph 18(B.), below, there shall be no payment for unused, accumulated vacation days. In the event the Business Administrator terminates the contract upon notice to the Board, the Superintendent shall not prevent the Business Administrator from using any remaining vacation days. At the Board's discretion, should termination or non-renewal occur, the Board reserves the right to require the Business Administrator to use his full vacation allotment.
- D. In the event that the Business Administrator dies during the term of this Agreement, any payments to which he is entitled for unused days shall be payable to the Business Administrator's estate.

10. EDUCATIONAL ASSISTANCE POLICY

- A. The Board of Education will pay the cost of Tuition, in the amount hereinafter set forth, for approved courses as hereinafter described, up to a maximum of twelve (12) credits per year provided, and further provided that evidence is given to the Superintendent of satisfactory completion of and grades received for said courses. In order to receive reimbursement for courses taken during the second semester of a school year, the administrator must be on the payroll of the Board of Education as of September 1 the following year.
- B. Amount. The reimbursement for satisfactory completion of an approved course shall be in an amount equal to one hundred (100%) percent of the Rutgers University tuition for any course in which the administrator shall receive an A or B or in a Pass/Fail course, a pass grade.
- C. Approved Courses. No course shall be considered to have been approved by the Board of Education unless Mr. Weber shall have made a request for approval of such course, in writing, to the Superintendent and such approval shall have been given by the Superintendent prior to the enrollment in course by the administrator. Such approved courses may be either academic or professional in nature, and they must be of such nature that they could make a positive contribution to the administrator's excellence in performance within the Green Brook School System.
- D. The coursework must lead to the acquisition of a graduate degree conferred by a duly accredited institution of higher education.
- E. District Investment. The administrator will stay in the employment of the District for three years after the completion of each course to receive the benefit of reimbursement. If the administrator voluntarily leaves prior to the

three year obligation, the administrator will pay back the District for all courses that were taken less than three years from the time of separation.

11. PROFESSIONAL CONFERENCES

- A. Local and State Conferences. Mr. Weber may attend professional conferences or meetings appropriate to his position without a reduction in pay after receiving prior written approval from the Superintendent of Schools. Reimbursement of administrator's expenses will be in accordance with Board of Education Regulation 3330.1, and the OMB Circular Guidelines.
- B. Conferences, Seminars, and Workshops. The Board shall pay or reimburse Mr. Weber for the costs of job related conferences, seminars, and workshops, subject to prior Superintendent approval regarding cost, in accordance with Chapter 53 of the Public Laws of 2007 (N.J.S.A. 18A:11-12). Receipts shall be required for all expenses incurred.
1. All arrangements are to be approved by the Superintendent and the Board.
 2. All travel and travel related expenses shall comply fully with N.J.S.A. 18A:11-12 and the New Jersey OMB Circular Guidelines.
 3. Total Board expense shall not exceed \$3,000 for any national convention.

12. USE OF AUTOMOBILE

Mr. Weber shall be paid a reasonable annual allowance of \$500.00 as stipend for the use of his/her personal vehicle in performance of his professional duties. There will be no additional reimbursement of mileage allowance paid, except for travel outside of New Jersey.

13. TECHNOLOGY ALLOWANCE:

Mr. Weber shall be paid a reasonable annual allowance of \$2000.00 as reimbursement for the use of his/her own personal cell phone, other technology, supplies, and incidentals as required in the performance of his duties.

14. PAYMENT OF PROFESSIONAL DUES

The Board shall pay annual membership dues for Mr. Weber for the National and New Jersey Association of School Business Officials and in its discretion, such other organizations as may be recommended by the Superintendent of Schools, as long as he is employed by the Green Brook Board of Education.

If this contract is terminated prior to the termination date, dues must be reimbursed to the Green Brook Board of Education on a prorated basis by the Administrator.

15. DISABILITY INSURANCE

The Board shall pay the premiums (not to exceed \$800 [eight hundred dollars] per annum) for a disability income policy for the Business Administrator/School Board Secretary.

16. INDEMNIFICATION

The Board shall defend, hold harmless and indemnify the Business Administrator in accordance with the applicable State Law.

17. SEPARABILITY

- A. Any modifications and or changes to this contract must have prior approval of the Executive County Superintendent before Board approval.
- B. If any provision or application of this Agreement is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

18. TERMINATION

- A. This Agreement may be terminated by either party upon sixty (60) days written notice.
- B. If for any reason Mr. Weber's certificate is revoked, he will be terminated and this contract shall become null and void.

19. DURATION

This Agreement shall be effective as of July 1, 2023 and shall continue in effect for all provisions until the close of business on June 30, 2024. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated unless extended by mutual agreement.

FOR THE GREEN BROOK
BOARD OF EDUCATION:

President, Jean-Louis Kong

Dated: _____

Employee, Jason Weber

Dated: _____