

PHIL MURPHY
Governor

SHEILA Y. OLIVER

State of New Jersey DEPARTMENT OF EDUCATION

GLOUCESTER COUNTY OFFICE OF EDUCATION 115 Budd Blvd. West Deptford, New Jersey 08096 856-686-8370 DR. LAMONT O. REPOLLET

Acting Commissioner

AVÉ ALTERSITZ
Interim Executive County Superintendent

May 17, 2018

Dr. Mark Silverstein, Superintendent Glassboro Public School District George Beach Administration Building 560 Joseph L. Bowe Boulevard Glassboro, NJ 08028

Dear Dr. Silverstein:

I have reviewed the July 1, 2018 thru June 30, 2019 employment contract for Scott Henry, Business Administrator, as revised on May 16, 2018, in accordance with N.J.S.A. 18A:7-8 (j) and to determine compliance with the standards as adopted by the Commissioner of Education at N.J.A.C. 6A:23A-3.1. Based upon my review, I have determined that the provisions of the contract subject to my review pursuant to N.J.A.C. 6A:23A-3.1 are in compliance with applicable laws and regulations.

Once the Board has approved this contract, please submit a signed copy to me for our files.

Sincerely,

Ave' Altersitz

Interim Executive County Superintendent

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c: Mr. Scott Henry, Glassboro Public School District Business Administrator

Mr. Peter Calvo, Glassboro Public School District BOE President

Ms. Doris Isaacs, Executive County School Business Official

Mrs. Avé Altersitz, Interim Executive County Superintendent of Schools

CONTRACT FOR TERMS AND CONDITIONS OF EMPLOYMENT OF THE BUSINESS ADMINISTRATOR/BOARD SECRETARY

This EMPLOYMENT CONTRACT conveys the terms and conditions of employment of the Business Administrator/Board Secretary made by and between the GLASSBORO BOARD OF EDUCATION, hereinafter referred to as the "Board," and SCOTT D. HENRY, SCHOOL BUSINESS ADMINISTRATOR/BOARD SECRETARY, hereinafter referred to as the "Business Administrator/Board Secretary."

WHEREAS, the Board desires to provide the Business Administrator/Board Secretary with a written employment contract in order to enhance administrative stability and continuity with the schools, which the Board believes generally improves the quality of its overall educational programs; and

WHEREAS, the Board and Business Administrator/Board Secretary believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the educational programs of the school district; and

WHEREAS, a well-developed employment contract serves as a basis for both the Board and Business Administrator/Board Secretary to reach desired goals; and

WHEREAS, this Employment Contract has been approved by majority roll call vote of the membership of the Glassboro Board of Education, County of Gloucester at its meeting of _______, 2018 and has been made part of the minutes of that meeting.

NOW THEREFORE, the Board and the Business Administrator/Board Secretary, for the consideration herein specified, agree to the terms and conditions stated in this Employment Contract.

IN WITNESS WHEREOF, they set their hands and seals to this Employment Contract effective on the day and year below written.

1. Term

The Board and the Business Administrator/Board Secretary, in consideration of the mutual promises and undertakings herein contained agree to the terms and conditions set forth herein for the period commencing July 1, 2018 to June 30, 2019. It is hereby acknowledged by and between the parties that this Employment Contract is subject to renewal by the Board of Education on an annual basis. This Employment Contract replaces and supersedes all prior Employment Contracts between the parties hereto. Signature on this Employment Contract constitutes assent to a rescission of any and all prior contracts, as well as the terms of those contracts.

2. Business Administrator/Board Secretary Certification and Duties

A. <u>Certification</u>: The Business Administrator/Board Secretary shall hold a valid and appropriate certificate to act as Business Administrator/Board Secretary in the State of New Jersey. Should this certificate be revoked, this Employment Contract will be null and void as of the date of revocation.

B. <u>Duties</u>: As per the Board updated job description and associated policies, <u>N.J.A.S.A.</u> 18A: 1-1 et. seq.

3. Evaluation

On or before June 30 of each year, the Superintendent/Board of Education shall evaluate the Business Administrator/ Board Secretary.

4. Professional Growth of the Business Administrator/Board Secretary

The Board encourages the continuing professional growth of the Business Administrator/Board Secretary through his participation, as he might decide in light of his responsibilities as the Business Administrator/Board Secretary, subject to the approval of the Superintendent, and where appropriate, the Board. Professional development expenses shall be in compliance with relevant State regulations. Areas under consideration are:

- A. The operations, programs, and other activities conducted or sponsored by local, state and national school administrator/business administrator and/or school board associations; one conference sponsored by the New Jersey Association of School Business Officials (NJASBO), the Fall Conference sponsored by the New Jersey School Boards Association (NJSBA), and the Spring Conference sponsored by the New Jersey Association of School Administrators (NJASA).
- B. Seminars and courses offered by public and private educational institutions.
- D. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Business Administrator/Board Secretary to perform his professional responsibilities for the Board;
- E. Visits to other institutions shall be considered part of the Business Administrator/Board Secretary professional development.
- F. Other activities promoting the professional growth of the Business Administrator/Board Secretary shall be encouraged. In its encouragement, the Board shall permit a reasonable amount of release time for the Business Administrator/Board Secretary.

If, however, the amount of release time results in the necessity for an overnight stay, prior approval in accordance with Board policy shall be required and be given solely in the Board's discretion to attend such matters. Travel, registration, and sustenance expenses shall be made for all Business Administrator/Board Secretary travel approved by the Board. Cost of professional development should not exceed \$4,000.00 per year. Reimbursement shall be in amounts which comply with N.J.A.C. 6A:23-3.1(e)(3) and the then current OMB circulars. Should an unusual event occur, the Business Administrator/Board Secretary may request the Board for permission to pursue professional growth outside of these parameters.

5. Compensation

- A. <u>Base Salary</u>: \$136,060.00 for 2018-2019.
- B. The salary determined by the Board of Education for the 2018-2019 School Year shall be effective to June 30, 2019.
- C. The annual salary, shall be payable by the Board to the Business Administrator/Board Secretary in semi-monthly installments.

6. Benefits

The Board shall provide the Business Administrator/Board Secretary, as part of his compensation, with the following benefits:

- A. <u>Vacation Time</u>: The Business Administrator/Board Secretary shall be granted twenty (20) vacation days annually. The vacation days shall be credited and available to the Business Administrator on July 1, 2018. The Business Administrator/Board Secretary shall be permitted to take vacation days at any time, upon approval of the Superintendent. The Business Administrator/Board Secretary shall be permitted to carry over a maximum of ten (10) vacation days. All carried over vacation must be used the following year or those days will be forfeited. Payment for any unused vacation days upon separation from employment shall be at the per diem rate of 1/260 of Business Administrator/Board Secretary's annual salary.
- B. <u>Sick Time</u>: The Business Administrator/Board Secretary shall be permitted twelve (12) days sick leave annually. At the end of each school year, unused sick days shall accumulate. Upon completion of eight (8) years of service in the Glassboro School District, the Business Administrator/Board Secretary shall be eligible for payment for accrued sick days upon retirement. The Board shall pay the Business Administrator/Board Secretary for unused accumulated sick days at the rate of \$110 per day up to a maximum of \$15,000.00. In addition, the Business Administrator/Board Secretary shall be permitted to bring into the District twenty (20) sick leave days from his previous school district. Those days shall not be credited to the Business Administrator/Board Secretary's unused sick leave day at the time of retirement and he shall not be compensated for the same.
- C. <u>Personal Leave</u>: The Business Administrator/Board Secretary shall be allowed three (3) personal days leave during each school year, without pay deduction. Unused personal days shall be converted to sick days at the end of the year.
- D. Medical Benefits: The Board shall provide the Business Administrator/Board Secretary with family coverage for health, hospitalization, medical, dental, and prescription insurance. The School Business Administrator shall contribute toward the cost of health insurance premiums in accordance with N.J.A.C. 6A:23A-3.1(e) 4. In no case shall the School Business Administrator pay less than 1.5% of base salary in accordance with N.J.S.A. 18A:16-17 (P.L. 1979. c 391). The School Business Administrator shall pay through payroll deductions contributions toward cost of health, hospitalization, medical, dental, and prescription insurance coverage at a rate of 35% of the premiums for the coverage category chosen (i.e., employee only, employee/spouse, employee/child,

family) throughout the term of this Contract. The Business Administrator/Board Secretary, with proper certification, may waive health coverage benefits and receive monetary payment for 2018-2019 only in the amount of Two Thousand One Hundred Dollars (\$2,100.00) for Medical, Prescription and Dental.

- E. <u>Membership Fees</u>: The Board shall pay 100% of the Business Administrator/Board Secretary membership fees and/or charges to the NJASBO, NJASA, AICPA and GCASBO. Membership fees and/or charges for other professional civic groups shall be made only at the option of the Board.
- F. Expenses: The Board shall reimburse the Business Administrator/Board Secretary for all reasonable expenses that he incurs in carrying out his duties as Business Administrator/Board Secretary. Reimbursement for mileage will be as annually established by the Annual Appropriations Act or as per Circular(s) from the New Jersey Office of Management and Budget, Board Policy, N.J.A.C. 6A:23A-3.1(e)(3) and N.J.S.A. 18A;11-12. The Business Administrator/Board Secretary will not, in any event, be reimbursed for travel in between buildings and/or facilities owned by the Glassboro School District or travel within the Borough of Glassboro. Vouchers shall be prepared in accordance with current Board policy, subject to Board approval.
- G. <u>Disability Insurance</u>: The Board shall provide the Business Administrator with a Long-Term Disability Insurance Plan that is provided to all Central Office employees in the District. This benefit does not supplement or duplicate other benefits that are otherwise available to the employee by operation of law or existing group plan [N.J.A.C. 6A:23A-3.1(e)(6)], or does not reimburse or pay for employee contributions that are either required by law or by a contract in effect in the district with other employees. [N.J.A.C. 6A:23A-3.1(e)(4)].

7. Holidays

The Business Administrator/Board Secretary shall be paid for all legal holidays as designated by the State of New Jersey and the Glassboro Board of Education. In the case of an emergency, the Business Administrator/Board Secretary shall be expected to report for work on holidays. Per diem compensation or compensatory time shall be granted at the discretion of the Superintendent with approval of the Board.

8. Professional Liability

- A. The Business Administrator/Board Secretary shall have the right to legal assistance from the Board designated counsel to carry out his duties, at the expense of the Board.
- B. The Board agrees that it shall defend, hold harmless and indemnify the Business Administrator/Board Secretary from any and all demands, claims, suits, actions and legal proceedings brought against the Business Administrator/Board Secretary in his individual capacity as agent and/or employee of the Board, provided the incident arose while the Business Administrator/Board Secretary was acting within the scope of his employment; and, as such, liability coverage is within the authority of the Board to provide under State Law.

9. Termination of Employment Contract

This Employment Contract may be terminated by:

- A. Mutual agreement of the parties;
- B. Unilateral termination by the Business Administrator/Board Secretary upon sixty (60) calendar days written notice; or,
- C. Termination by the Board upon sixty (60) calendar days notice.

10. Conflict

In the event of any conflict between the terms, conditions and provisions of this Employment Contract and the provisions of the Board's policies, or any permissive State or Federal law, then, unless otherwise prohibited by law, the terms of this Employment Contract shall take precedence over contrary provisions of the Board's policies and any such permissive law during the term of this Employment Contract.

11. Savings Clause

If, during the term of this Employment Contract, it is found that a specific clause of this Employment Contract is illegal under either federal or state law, the remainder of this Employment Contract not affected by such a ruling shall remain in force.

12. Complete Agreement

This Employment Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the parties.

BY:

Peter J. Calvo, President Glassboro Board of Education	Date	
Scott D. Henry, School Business Administrator/Board Secretary Glassboro Board of Education	Date	
WITNESS:		
	Date	

SCHOOL BUSINESS ADMINISTRATOR **Detailed Statement of Contract Costs District: GLASSBORO** Name: Scott Henry Job Title: Business Administrator/Board Secretary District Grade Span Prek-12 On Roll Students as of 10-15-17 2043 Contract Term: 2017-18 2018-19 Difference % Inc Salary Salary \$ 132,483 | \$ 136,060 Subcontracted Services \$ \$ Longevity \$ \$ Total Annual Salary \$ 132,483 \$ 136,060 3,577 2.70% **Additional Salary** Quantitative Merit Goals \$ \$ Qualitative Merit Goals \$ \$ -Additional Compensation - Describe: \$ \$ Total Additional Salary \$ \$ \$ \$ 132,483 \$ 136,060 Total Annual Salary plus Additional Salary 3,577 2.70% **Total Premium for:** Health Insurance \$ \$ Prescription Insurance \$ \$ **Dental Insurance** \$ Ś Vision Insurance \$ \$ Disability Insurance \$ \$ 216 216 Other Insurance - Describe: \$ \$ _ Waiver of Benefits \$ \$ 2.100 2,100 Section 125 Plan Reimbursements - Describe: Ś \$ Total Cost of Premiums Ś Ś 2,316 2,316 | \$ 0.00% Less Employee Contribution to Health Benefits _ Total Employee Health Benefit Compensation \$ 2,316 \$ 2.316 | \$ 0.00% **Other Compensation** Travel/Expense Reimbursement (Capped Amount or Estimated Annual Cost) \$ \$ 400 400 Professional Development (Capped Amount or Estimated Annual Cost) \$ \$ 4,000 4,000 **Tuition Reimbursement** Ś \$ Mentoring Expenses - Describe: \$ \$ National/State/County/Local/Other Dues \$ 1,300 \$ 1,300 Subscriptions \$ \$ Board Paid Cell Phone or Reimbursement for Personal Cell Phone \$ Computer for home use, including supplies, maintenance, internet \$ \$ Other - Describe: \$ \$ Total Other Compensation \$ 5,700 \$ 5,700 \$ 0.00% **Sick and Vacation Compensation** Maximum Payment for Unused Sick Leave Upon Retirement \$ 15,000 | \$ 15,000 Maximum Payment for Unused Vacation Leave - Retirement or Separation \$ 10,191 | \$ 10,466 Total Sick and Vacation Compensation \$ 25,191 | \$ 25,466 **TOTAL CONTRACT COSTS** \$ 165,690 | \$ 169,542 | \$ 3,852 2.32%