

**SCHOOL BUSINESS ADMINISTRATOR & BOARD SECRETARY'S  
EMPLOYMENT CONTRACT**

**THIS AGREEMENT** made this 22nd day of December, 2008, by and between the Hardyston Board of Education, with administrative offices located at 183 Wheatsworth Road, Hamburg, New Jersey 07419 (hereinafter "the Board") and James R. Sekelsky, (hereinafter "Mr. Sekelsky" or "the Business Administrator/Board Secretary").

**W I T N E S S E T H:**

**WHEREAS**, the Board desires to retain the services of Mr. Sekelsky as School Business Administrator and Board Secretary of the Hardyston School District and Mr. Sekelsky has agreed to provide said services; and

**WHEREAS**, the Board and Mr. Sekelsky wish to embody in this Contract the terms and conditions of their Agreement;

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

**1.     EMPLOYMENT**

The Board hereby agrees to retain Mr. Sekelsky as School Business Administrator and Board Secretary of the Hardyston School District 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, i.e., N.J.A.C. 6:11-9.4, as well as in accordance with all Board policies, administrative regulations and job descriptions pertaining to the functions, responsibilities, powers and authority of a Business Administrator/Board Secretary. Mr. Sekelsky accepts said appointment as School Business Administrator and Board Secretary 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 Board.

**2. FULL-TIME COMMITMENT**

The School Business Administrator and Board Secretary shall devote full time attention and energy to the business of the District and shall not engage in other employment or activities which would interfere with the performance of his duties. In his capacity as Board Secretary, Mr. Sekelsky will be required to attend all Board meetings and such other committee meetings as requested by the Superintendent.

**3. TERM**

The term of this Contract shall be from on or about February 23, 2009, through June 30, 2009.

**4. CERTIFICATION**

Mr. Sekelsky represents that he holds the appropriate School Business Administrator's Certification prescribed by the New Jersey State Board of Education and will continue to hold the appropriate School Business Administrator's Certification in full force and effect during the entire period of employment. The parties hereto agree that in the event the School Business Administrator's Certification is permanently revoked, or is otherwise not maintained in full force and effect, the School Business Administrator will immediately notify the Superintendent and the Board and all provisions of this Contract shall immediately terminate.

**5. COMPENSATION**

Mr. Sekelsky shall receive an annual salary rate of \$84,000.00, pro-rated, paid in equal bimonthly installments starting on or about February 23, 2009 through June 30, 2009. This contract coincides with the Board's fiscal year which is July 1 through June 30, annually.

Consideration by the Board for future salary increases shall be based upon the performance of the School Business Administrator and Board Secretary and the recommendation of Superintendent. **6. HEALTH BENEFITS AND INSURANCE**

A. The Board shall provide and pay for the full cost of family POS medical (including prescription), hospitalization, and dental insurance protection for the School Business Administrator and Board Secretary and his family.

B. Mr. Sekelsky may choose to waive the medical insurance coverage offered to her. If Mr. Sekelsky chooses to make such a waiver, he must complete an insurance waiver form and provide proof of alternate medical coverage. Mr. Sekelsky shall be entitled to a one-time payment of \$2,000.00 for waiver of Single coverage; \$2,300.00 for Parent/Child coverage; \$2,700.00 for Husband/Wife coverage; and \$3,000.00 for Family coverage. Payments shall be made in two installments, on December 31<sup>st</sup> and June 30<sup>th</sup>. If alternate coverage is lost, Mr. Sekelsky may re-enroll in the plan. Any waiver payment due, will be pro-rated.

**7. ABSENCES**

A. The School Business Administrator and Board Secretary shall obtain, at least two weeks prior to the event, the Superintendent's approval of release time if an event (including conferences, vacations, etc.) requires two or more days of absence from the office.

The School Business Administrator and Board Secretary shall request all non-emergency leave days and absences for out-of-district meetings and conferences in writing to the Superintendent with a copy of the notice to the Board President.

**B. Vacation**

Mr. Sekelsky will be entitled to fifteen (15) vacation days per contract year with one additional day annually per future contract, up to a maximum of twenty (20) days. A maximum of five (5) vacation days may be carried over into the next year with the approval of the Board. Any carryover days must be used by March 31 of the year in which they are carried over. In the event that the School Business Administrator and Board Secretary terminates the contract before the end of the contract year and the School Business Administrator and Board Secretary has used more than the prorated number of vacation days for the partial year worked, the School Business Administrator and Board Secretary shall reimburse the Board for the vacation days used. Requests for successive vacation days of a week or more require thirty (30) days' notice to the Superintendent for approval with a copy of the notice to the Board President. Requests for successive vacation days of less than one (1) week require five (5) days notice to the Superintendent with a copy of the notice to the Board President. All requests for vacation days must be made in writing and will be kept on file in the Board Office.

**C. Holidays**

The School Business Administrator and Board Secretary shall receive the following paid holidays: Fourth of July, Labor Day, Thanksgiving Day and the Friday afterward, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday, Memorial Day, July 3<sup>rd</sup> when July 4<sup>th</sup> falls on Tuesday, and July 5<sup>th</sup> when July 4<sup>th</sup> falls on a Thursday. The legal holidays of Columbus Day, Martin Luther King Day and President's Day shall be considered holidays if they are included as

such on the school calendar. School recess periods and school holidays not included in the above list are work days.

D. **Sick Days**

The Board shall provide to the School Business Administrator and Board Secretary twelve (12) sick days and three (3) family illness days for immediate family members (ex. Spouse and children), per contract year. All unused sick days shall be accumulated and available for sick leave, if needed.

E. **Personal Days**

The School Business Administrator and Board Secretary shall be entitled to three (3) days of leave with pay for personal reasons per contract year. Personal days are non-cumulative and as such may not be carried over to the subsequent year or converted to sick days. The School Business Administrator and Board Secretary shall provide, in writing, to the Superintendent with at least three (3) days notice of his intent to take a personal day, with a copy to the Board President, except in the case of an emergency.

F. **Bereavement Days**

The School Business Administrator and Board Secretary shall be entitled to up to three (3) days personal leave for the death of an immediate family member, and two (2) days for the death of another relative. Requests for such leave must be made in writing to the Superintendent with a copy to the Board President and shall be kept on file in the Board Office.

**8. ASSOCIATION DUES/CONFERENCES/PROFESSIONAL DEVELOPMENT**

The Board shall pay the annual dues for Mr. Sekelsky's membership in Sussex County ASBO, NJASBO, and National ASBO.

**9. EXPENSE REIMBURSEMENT**

- A. The Board shall reimburse Mr. Sekelsky for travel by personal automobile in the course of his duties, in accordance with the NJ Circular 08-19-OMB established rate, upon the submission of appropriate vouchers.
- B. The Board shall pay expenses for attendance at job related conferences up to \$2,000 upon the submission of appropriate vouchers and approval of the Superintendent.

**10. TUITION REIMBURSEMENT**

Mr. Sekelsky will receive tuition reimbursement for up to nine (9) credits per year, maximum \$300.00 per credit. Any course which Mr. Sekelsky wishes to take must be within his field and pre-approved by the Chief School Administrator. Mr. Sekelsky will be reimbursed for approved course work upon successful completion of the course with a final grade of "B" or better.

**11. EVALUATION**

The Superintendent will evaluate the performance of the School Business Administrator and Board Secretary in accordance with the provisions of the applicable New Jersey statutes and regulations including N.J.A.C. 6:3-4.1. Each year, the Superintendent, in coordination with the Board will determine annual goals for the School Business Administrator and Board Secretary. The School Business Administrator and Board Secretary's formative evaluations will be based on progress toward the annual goals. A summative evaluation will be prepared annually. That summative evaluation shall include:

- 1. Performance areas of strength;

2. Performance areas needing improvement, based on the job description; and
3. An individual professional improvement plan developed by the Business Administrator/Board Secretary and the Superintendent.

**12. PROFESSIONAL LIABILITY**

The Board shall hold harmless and indemnify the School Business Administrator and Board Secretary for all claims, suits, actions, and legal proceedings in his capacity as an agent and/or employee of the Board, as set forth in N.J.S.A. 18A:16-6 and N.J.S.A. 18A:16-6.1.

**13. RIGHT TO LEGAL COUNSEL**

Mr. Sekelsky acknowledges that he has been informed of his right to be represented by legal counsel regarding the negotiation, development, and approval of this Contract and that the Board Attorney does not represent him in this matter.

**14. ENTIRE AGREEMENT**

This Agreement contains the entire understanding of the parties.

**15. AMENDMENTS OR MODIFICATIONS**

This Agreement may not be modified or amended except by mutual agreement of the parties incorporated in a writing signed by both parties.

**16. NEW JERSEY LAW**

This Agreement shall be construed in accordance with the provisions of the laws of New Jersey.

**17. SEPARABILITY**

In the event that any provision of this Contract is deemed to be illegal by a court or agency of competent jurisdiction, then the remaining provisions shall remain in full force and effect.

**18. TERMINATION OF EMPLOYMENT**

This Contract may be terminated under the following conditions:

- A. Non-renewal by the Board upon sixty (60) days written notice;
- B. Termination by either party, upon sixty (60) days written notification;
- C. By mutual Agreement of the parties.

**IN WITNESS WHEREOF** the parties hereto have hereunto set their hands and seals on the  
dates set forth herein.

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Gerald Lanzalotto, Board President  
Hardyston Board of Education

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Date

\_\_\_\_\_  
James R. Sekelsky

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Date