

EMPLOYMENT AGREEMENT
BETWEEN THE
HARDYSTON TOWNSHIP BOARD OF EDUCATION
AND
JAMES SEKELSKY
BUSINESS ADMINISTRATOR / BOARD SECRETARY
&
DIRECTOR OF DISTRICT FACILITIES
JULY 1, 2016 THROUGH JUNE 30, 2017

SCHOOL BUSINESS ADMINISTRATOR/BOARD SECRETARY'S
&
DIRECTOR OF DISTRICT FACILITIES

EMPLOYMENT CONTRACT

THIS AGREEMENT made this 1st day of July, 2016, 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 ").

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, Board Secretary, and Director of District Facilities (hereinafter the "the Business Administrator") 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 and Director of District Facilities 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 and Director of District Facilities. Mr. Sekelsky accepts said appointment as School Business Administrator, Board Secretary and Director of District Facilities 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 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 may be requested by the Superintendent or Board President.

3. TERM

The term of this Contract shall be from on or about July 1, 2016, through June 30, 2017.

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; furthermore, he will pursue the Certified Educational Facilities Manager certificate. 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 \$121,414, paid in equal bimonthly installments. This contract coincides with the Board's fiscal year which is July 1 through June 30, annually. Mr. Sekelsky will be compensated monthly for cell phone and data usage.

Consideration by the Board for future salary increases shall be based upon the performance of the School Business Administrator and by recommendation of the Superintendent.

6. CONFIDENTIALITY CLAUSE

The Employee understands and agrees that as part of his normal job and professional responsibilities, he may have access to or acquire information that is confidential or proprietary in nature, including, but not limited to, student and personnel records; District plans, budgets and curriculum; information obtained or produced by and/or for Board of Education Committees; and Board of Education negotiations strategy, grievance documents and supporting documentation for same, among other similar items or information. Employee recognizes the need for confidentiality inherent in working with such information and/or documentation and agrees not to publish, disclose, use, record, maintain, disseminate or make note of that information and/or documentation for any purpose other than as may be required by his job responsibilities. This prohibition extends to the release or discussion of such information to any party, including but not limited to, staff members, parents, members of the Association or members of the media, until and unless the Employee is authorized to do so by the Board of Education or District administration. The failure to maintain confidential information as set forth herein may result in disciplinary action, up to and including termination of employment and other penalties as may be provided by law.

7. HEALTH BENEFITS AND INSURANCE

- A. The Board shall provide family POS medical (including prescription), hospitalization, and dental insurance protection for the School Business Administrator and his family. The School Business Administrator will contribute an amount as prescribed by New Jersey regulations and laws toward the benefit premium for health coverage.
- B. Mr. Sekelsky may choose to waive the medical insurance coverage offered to him. 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 25% of the base premium after deducting the mandated employee contribution (Chapter 78, P.L. 2011). Payments shall be made in two installments, on December 31st and June 30th. If alternate coverage is lost, Mr. Sekelsky may re-enroll in the plan and any waiver payment due, will then be pro-rated.

8. ABSENCES

- A. The School Business Administrator shall notify the Superintendent in writing of all non-emergency leave days and absences for out-of-district meetings (including conferences, vacations, etc.) that require two or more days of absence from the office. Requests for successive vacation days of a week or more require fourteen (14) days notice and for successive days of less than one (1) week require five (5) days notice.

B. Vacation

Mr. Sekelsky will be entitled to twenty (20) vacation days per contract. If the School Business Administrator is unable to use his/her vacation leave in a given year due to business demands, any unused vacation leave may be carried over into the next year

consistent with N.J.S.A. 18A:30-9. In the event that the School Business Administrator terminates the contract before the end of the contract year and has used more than the prorated number of vacation days for the partial year worked, the School Business Administrator shall reimburse the Board for the vacation days used. Except as set forth herein for use in the next contract year, unused vacation days do not accumulate as sick days or towards any other leave balance from year to year.

C. **Holidays**

The School Business Administrator 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, Easter Monday, Memorial Day, July 3rd when July 4th falls on Tuesday, and July 5th when July 4th falls on a Thursday. The legal holidays of Columbus Day, Veterans' Day, Martin Luther King Day, President's Day, shall be considered holidays if school is closed for students and faculty. If any holiday falls on a Saturday, the prior Friday shall be granted; and, if any holiday falls on a Sunday, the following Monday shall be granted. 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 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 six (6) 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.

F. **Bereavement Days**

The School Business Administrator shall be entitled to up to three (3) consecutive days bereavement leave for the death of an immediate family member, and two (2) consecutive days bereavement leave for the death of any other relative.

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

The Board shall pay the annual dues for Mr. Sekelsky's membership in Sussex County ASBO, NJASBO, National ASBO, the county and state School Buildings and Grounds Associations. The Business Administrator may attend professional development programs sponsored by the above mentioned organizations and any other similar programs agreed to by the Board and Superintendent.

10. 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 and approval 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.

11. TUITION REIMBURSEMENT

The Board will pay tuition reimbursement up to a maximum of \$9,400 for graduate credits leading to a degree and earned during that fiscal year, the total number of credits not to exceed (12) twelve. Any course(s) which any employee wishes to take must be within the employee's field and pre-approved by the Chief School Administrator. Reimbursement will be made upon proof of the Business Administrator receiving a final grade of "B" or better.

All tuition reimbursement shall be subject to the requirements of N.J.S.A. 18A:6-8.5. In addition, in order to receive tuition reimbursement under this section, Mr. Sekelsky agrees to also commit to one (1) year of additional employment in the District after tuition reimbursement is made. Should Mr. Sekelsky voluntarily leave the employ of the District within one year following the date of reimbursement, he shall be required to reimburse the District for the tuition costs.

12. EVALUATION

The Superintendent will evaluate the performance of the School Business Administrator 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. The School Business Administrator 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 and the Superintendent.

13. PROFESSIONAL LIABILITY

The Board shall hold harmless and indemnify the School Business Administrator 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.

14. 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.

15. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties.

16. 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.

17. NEW JERSEY LAW

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

18. 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.

19. 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.

Dorothy Beltramine, Board President
Hardyston Board of Education

Date

James R. Sekelsky
Date of Hire: February 23, 2009

Date