

FAIR HAVEN BOARD OF EDUCATION

Employment Contract - Business Administrator/Board Secretary

The Board of Education of Fair Haven (hereinafter referred to as the “Board”), in the County of Monmouth, agrees to employ Frank Gripp, III, in the position of Business Administrator/Board Secretary (hereinafter referred to as “Business Administrator”), for a period of one year commencing on July 1, 2023 and expiring at midnight on June 30, 2024.

Both parties agree to the following terms and conditions of employment:

SALARY

2023-2024 - \$156,500.00

Any adjustment in salary made during the life of this Employment Contract shall be in the form of an amendment and shall become part of this Employment Contract, but it shall not be deemed that the Board and the Business Administrator have entered into a new Employment Contract. Any adjustment to Mr. Gripp’s salary will be considered an amendment to this Employment Contract and the District will follow all state law and code regarding making amendments to contracts as well as having such amendments receive the prior approval of the Executive County Superintendent.

Salary shall be paid in 24 equal installments in accordance with prevailing policy governing the payment of district professional staff.

CERTIFICATION

During this agreement, the Business Administrator shall hold a valid certificate issued by the New Jersey Department of Education for the position of School Business Administrator/Board Secretary. In the event the Business Administrator’s certificate issued by the Department of Education is revoked, this Employment Contract is null and void as of the date of the certificate revocation.

DUTIES

The Business Administrator agrees to faithfully perform the duties of Business Administrator for the Fair Haven School District (hereinafter referred to as “District”) as prescribed by the laws of the state of New Jersey, by the rules and regulations of the State Board of Education and by local policy as outlined in the District’s job description for the position of School Business Administrator/Board Secretary.

OUTSIDE PROFESSIONAL ACTIVITIES

The Business Administrator may undertake, with the prior approval of the Superintendent and the Board, outside consultative work, speaking engagements, writing or teaching, provided

that same does not interfere with nor conflict with the Business Administrator's performance of his full time duties as Business Administrator of the District. It is agreed by the parties that the Business Administrator may keep any payments associated with such outside consultative work.

CONTROL

The Board hereby agrees and stipulates that the school district shall be operated by unit control.

EVALUATION

The Business Administrator shall be evaluated at least one time per year by the Superintendent.

SICK DAY ENTITLEMENT

The Business Administrator shall be entitled to twelve (12) sick days annually, with pay, calculated and prorated on an annualized basis. Sick days shall be provided according to the same schedule as all other 12 month employees.

Upon the commencement of employment, the Business Administrator shall be given a sick day bank of 30 sick days to be utilized in the event of illness. These banked sick days shall decrease in direct proportion to the amount of sick days accumulated in the District, and shall not be eligible for compensation upon retirement.

EXTENDED ILLNESS

When, in a protracted illness, the Business Administrator shall have exhausted his accumulated days of sick leave, he may continue to receive full compensation or, at the discretion of the Board of Education, partial compensation. Partial compensation may consist of pay less substitute pay (or 50% whichever is greater) or some other amount as determined by the Board of Education at its discretion.

PERSONAL DAYS

The Business Administrator shall be entitled to five (5) days leave of absence for the purpose of attending to personal or legal business, household or family matters, or observing religious holidays which require absence during school hours. Unused personal days shall not be converted to sick days or carried over to the following year not to exceed 15 days per year.

TEMPORARY LEAVES OF ABSENCE

The Business Administrator shall be entitled to the following noncumulative leaves of absence with full pay for each school year:

- Marriage and honeymoon: five (5) days
- Bereavement: four (4) days for immediate family; one (1) day for any other relative

VACATION DAYS

The Business Administrator shall be entitled to twenty (20) vacation days per year, exclusive of school and legal holidays. Vacation days shall be calculated and prorated on an annualized basis, and all vacation days shall be available to the Business Administrator on July 1st. Vacation days shall be taken at the discretion of the Superintendent.

ACCRUAL OF UNUSED VACATION DAYS

If business demands prohibit the Business Administrator from using all of his allotted vacation days in a given year, he may carry over up to ten (10) unused vacation days to be used during the next year pursuant to law. Any vacation days carried over from the previous year that are not used shall be forfeited. The Superintendent may approve additional carry over of the Business Administrator's unused vacation days in extenuating circumstances

PROFESSIONAL IMPROVEMENT/ORGANIZATIONS

The Business Administrator is encouraged to attend appropriate local, county, state and national professional meetings, conferences or seminars. Expenses for said involvement shall be paid by the Board. Participation in overnight activities shall be limited to one national, as well as state conventions and subject to the *constraints of the travel regulations*.

The Board also agrees to pay the annual membership dues to the following professional organizations: Associations of School Business Officials (county, state and national affiliations).

EXPENSES

The Board agrees to reimburse the Business Administrator for reasonable and necessary expenses incurred during the conduct of his duties. Any mileage reimbursement shall be paid according to "New Jersey Office of Management and Budget" rates per mile. The Business Administrator shall be reimbursed for expenses pursuant to Board policy, upon prior approval of the Board, and pursuant to N.J.S.A. 18A:11-12 and regulations promulgated thereunder. These expenses shall not exceed the amount to One Thousand Five Hundred Dollars (\$1,500.00) annually.

CELL PHONE REIMBURSEMENT

The Board agrees to reimburse the Business Administrator for his cell phone data plan in the amount of up to Six Hundred Dollar (\$600.00) per year, payable in two installments of up to Three Hundred Dollars (\$300.00) each. Payments shall be made in December and June of each school year. The Business Administrator shall provide proof of payment and be reimbursed pursuant Board policy, upon prior approval of the Superintendent and the Board, and pursuant to N.J.S.A.18A:11-12 and regulations promulgated thereunder.

TUITION REIMBURSEMENT

The Board shall reimburse the Business Administrator for tuition costs (excluding registration, lab, matriculation, book and travel expenses) incurred in taking college or university course work, at an accredited school or institution, up to an amount not to exceed the prevailing per

credit rate at Rutgers, the State University for a maximum of nine (9) credits for the Business Administrator. Reimbursement shall only be made if the courses receive the prior approval of the Superintendent and the Board of Education, and provided such coursework culminates in the acquisition of a graduate degree conferred by a duly accredited institution of higher education as defined in NJAC 6A:9-2.1

OTHER BENEFITS

The Business Administrator shall receive insurance, pension and social security benefits.

The Board shall provide the Business Administrator, and his eligible dependents, with health benefits coverage (including medical, prescription, and dental coverage). With respect to medical and prescription coverage, the Business Administrator shall be responsible for contributing an amount established by P.L. 2020, Chapter 44. With respect to dental coverage, the Business Administrator shall be responsible for contributing an amount established by P.L. 2011, Chapter 78 (Tier IV) toward the payment of dental benefit premiums. The contribution shall be made through payroll deduction, and shall be done in compliance with IRS section 125 rules and regulations.

DISABILITY INSURANCE

At the Business Administrator's discretion, the District will pay for the premiums for a disability insurance policy of his choice. The cost of this policy will be deducted from the agreed upon salary.

RETIREMENT PLAN/TERMINAL LEAVE PROVISION

At the Business Administrator's discretion, a tax sheltered individual retirement account will be provided. The Business Administrator shall inform the Board of Education of the amount of money to be placed in the tax-sheltered account. The cost of this account will be deducted from the agreed upon salary of the Business Administrator. Upon termination, all funds accumulated in the account shall become the property of the employee.

SEPARATION ENTITLEMENT

If the Business Administrator retires from the school district with ten to fourteen years of service, he shall receive compensation for unused sick days based upon the following:

\$125.00 per day Maximum of \$10,000.00

If the Business Administrator retires from the school district with fifteen years of service or more he/she shall receive compensation for unused sick days based upon the following

\$125.00 per day Maximum of \$15,000.00

If the Business Administrator separates from the school district, he shall receive compensation for any accrued vacation days at the rate of 1/260th of his current salary for each day.

PAYMENT TO ESTATE

If the Business Administrator dies before and Employment Contract year is completed, payment for any accumulated unused vacation days due to the Business Administrator shall be made to the Business Administrator's estate in accordance with law.

CONFLICTING TERMS

If, in the event, present or future, Board policy is in conflict with the terms of this Employment Contract, the terms of this Employment Contract shall be controlling.

If, during the term of this Employment Contract, it is found that a specific clause of the agreement is illegal, the remainder of the Employment Contract not affected by such ruling(s) shall remain in force.

GUARANTEE

This Employment Contract shall be guaranteed unless an appropriate governmental agency invalidates the business administrator/board secretary's certification.

NOTICE OF RENEWAL/TERMINATION

On or before May 15 and in accordance with 18A:27-10, the Board acknowledges its responsibility to provide a written offer of employment for the next succeeding year or a written notice that employment will not be offered. It is also agreed by both parties that this Employment Contract may, at any time, be terminated by either party giving to the other Sixty Days (60 days') notice in writing of intention to terminate the same, but that in the absence of any provision herein for a definite number of days' notice the Employment Contract shall run for the full term named above.

COMPLETE AGREEMENT

This Employment Contract embodies the entire agreement between the parties thereto and cannot be varied except by written agreement of the undersigned parties and the prior approval of the Executive County Superintendent.

MODIFICATION

The terms and conditions of this Employment Contract shall not be modified except by the written consent of both Parties hereto and after review and approval by the Executive County Superintendent. Any amendments to this Employment Contract shall not create a new Employment Contract or Contract term but shall only constitute an amendment to the existing Employment Contract.

SAVINGS CLAUSE

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

This Employment Contract has been approved by a vote of the Members of the Board of Education at a public meeting, said action having been a part of the official minutes of that meeting.

President 
Employee 

Attest  Acting Secretary