

**BUSINESS ADMINISTRATOR EMPLOYMENT CONTRACT**

THIS CONTRACT is made this 1st day of July, 2020, by and between the *Mount Olive Township Board of Education*, with administrative offices located at 227 US Route 206, Flanders, County of Morris, State of New Jersey 07836 (hereinafter "the Board") and, *Gail M. Libby* (hereinafter "Ms. Libby" or "the Business Administrator").

**WITNESSETH:**

WHEREAS, the Board desires to provide the Business Administrator with a written employment contract which clearly sets forth the terms and conditions of her employment;

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

**1. EMPLOYMENT**

The Board agrees to employ Ms. Libby as Business Administrator, 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 Board policies, administrative regulations and her job description.

Ms. Libby accepts said appointment as Business Administrator and represents that she will faithfully and fully perform and carry out the duties and responsibilities of said office throughout the term of this Contract.

## **2. FULL-TIME COMMITMENT**

Ms. Libby shall devote her 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 her duties. Ms. Libby shall be permitted to engage in teaching, training, and consulting for university graduate schools of education, as well as, writing and publishing in the field of education, so long as, such activities do not unreasonably interfere with her responsibilities to the District. If Ms. Libby chooses to engage in such outside activities during weekends, off-duty hours, holidays, or on her vacation time, she shall retain any and all compensation and honoraria paid.

## **3. TERM**

The term of this Contract shall be from July 1, 2020, through June 30, 2021.

## **4. CERTIFICATION**

Ms. Libby represents that she is certified by the New Jersey State Board of Examiners to serve as a Business Administrator in New Jersey, and that she shall maintain her certifications in full force and effect throughout the life of this Agreement. Failure to do so shall terminate this Agreement.

## **5. COMPENSATION**

Ms. Libby's annual salary shall be \$159,650 (one hundred fifty-nine thousand six hundred and fifty dollars).

## **6. MERIT BONUS**

Ms. Libby shall be entitled to earn a merit bonus based upon her achievement of three quantitative merit criteria and one qualitative merit criteria, worth 3.33% & 2.5% each, respectively. Said bonus, if earned, will not be added to her base salary for computation of the following year's salary.

(i). Within ninety (90) days of the commencement of this contract, the Board, in consultation with the Business Administrator, shall establish the criteria upon which the bonus shall be based. The criteria shall be incorporated into this contract by reference and attached as an exhibit. While the parties shall work collaboratively to establish the criteria, the Board shall have the final say about which criteria will be utilized as the basis for the merit bonus. Pursuant to Code, the criteria shall be submitted annually to the Executive County Superintendent who shall be required to approve same.

(ii). The determination as to whether any or all of the criteria have been satisfied will be made by a majority of the Board by no later than June 30, 2021, unless for reasons beyond the Board's control, said determination cannot be made by that date. The decision of the Board as to whether the criteria have been met shall be final and binding. If a bonus is earned, payment will be payable within ten (10) business days of approval by the Executive County Superintendent in accordance with Code.

## **7. HEALTH CARE BENEFITS**

The Board shall provide, as part of the Business Administrator's compensation, the following health insurance.

a. **Major Medical/Hospitalization.** The Board shall provide the Business Administrator a medical insurance program. The Business Administrator shall be subject to the contribution requirements of P.L. 2011, c.78. Said contribution will be automatically deducted from the employee's salary payments in equal installments, corresponding with the payment schedule for other certified District personnel.

b. **Dental Care.** The Board shall provide the Business Administrator a dental insurance program. The Business Administrator shall be subject to the contribution requirements of P.L. 2011, c.78. Said contribution will be automatically deducted from the employee's salary payments in equal installments, corresponding with the payment schedule for other certified District personnel.

c. **Prescription Plan.** The Board shall provide the Business Administrator a prescription program. The Business Administrator shall be subject to the contribution requirements of P.L. 2011, c.78. Said contribution will be automatically deducted from the employee's salary payments in equal installments, corresponding with the payment schedule for other certified District personnel.

d. **Co-pays & Deductibles.** The Business Administrator shall be responsible for all co-pays and deductibles for the health and prescription coverage set forth in (a) through (c), supra.

Ms. Libby may waive her health benefits coverage and will be paid \$5,000.

A waiver of health benefits form must be completed in order for Ms. Libby to avail herself of this benefit.

## 8. VACATION

Ms. Libby shall receive twenty (20) vacation days during the contract period. A maximum of ten (10) days can be carried over to the following school year. Upon separation from employment, Ms. Libby shall be paid for unused and earned vacation time at her per diem rate of pay (based upon a 1/260 work year). School vacations between September and June constitute time off for Ms. Libby for which she shall not be required to use her vacation days. However, Ms. Libby understands that she may be required to report to work should there be a health, safety or other emergent issue affecting the District.

**9. HOLIDAYS**

Ms. Libby shall receive the same fourteen (14) holidays that are granted to the other twelve month employees that are employed by the Board.

**10. SICK DAYS**

Ms. Libby shall receive twelve (12) sick days annually. Subject to the foregoing formula, sick leave days earned may be compensable upon Ms. Libby retirement at a per diem rate of current salary. In no event, shall Ms. Libby be paid more than \$15,000 for her earned accumulated sick days. Any unused accrued sick leave shall be paid to the Business Administrator upon retirement from a locally administered retirement system within sixty (60) days from such date.

**11. BEREAVEMENT LEAVE**

Up to five (5) days of bereavement leave shall be granted to Ms. Libby annually upon the death of a spouse, parent, or child. Up to three (3) days of bereavement leave shall be granted annually upon the death of a brother, sister, grandparent, grandchild, son-in-law, daughter-in-law, parent-in-law, brother-in-law, sister-in-law, and other members of the immediate household.

**12. PERSONAL LEAVE**

Ms. Libby shall receive five (5) personal days per year. If these days are not used, they shall be added to Ms. Libby total cumulative sick leave. However, Ms. Libby shall not be permitted to increase her total accumulation of sick days by more than fifteen (15) in any one year. (N.J.S.A. 18A:30-7) In addition to the leave rights Ms. Libby may have under federal and/or state law, she shall be permitted to take leave, without loss of pay, for up to five (5) days per school year to care for an immediate family member suffering from a serious illness, injury, and/or chronic condition.

**13. MILEAGE REIMBURSEMENT**

The Board shall reimburse Ms. Libby for all approved travel at the rate established by the State of New Jersey, Office of Management and Budget. Said rate shall be implemented annually on July 1.

#### **14. PROFESSIONAL CONFERENCES**

Ms. Libby will be granted permission to attend the Fall NJSBA Conference, TECHSPO, the Spring New Jersey ASBO Conference, and the ASBO International Conference. The cost of transportation and registration shall be borne by the Board of Education. Payment for conference attendance; lodging, meals and incidentals shall be in accordance with applicable OMB regulations. Subject to approval by the Superintendent, Ms. Libby may attend regional professional meetings and workshops at Board expense.

#### **15. PROFESSIONAL DUES**

The Board shall pay for Ms. Libby dues in the New Jersey Association of School Business Officials ("ASBO"), NJPSA, Morris County ASBO, and ASBO International.

#### **16. CELLULAR TELEPHONE**

The Board shall reimburse the Business Administrator \$100 per month for cellular phone charges.

#### **17. TERMINATION OF EMPLOYMENT**

This Employment Contract may be terminated by:

- a. mutual agreement of the parties;
- b. either party upon ninety (90) days written notice to the other, with or without cause;
- c. in the event that the employee's certificate is revoked or otherwise not maintained in full force and effect for any reasons, this contract shall automatically terminate and become null and void as of the date of the revocation or loss of certification;
- d. tenure dismissal for unbecoming conduct, incapacity, inefficiency or other just cause in accordance with N.J.S.A. 18A:6-10 et seq.; or
- e. via actions consistent with the statutory authority of the Board of Education.

**18. EVALUATION**

The Superintendent shall evaluate the performance of Ms. Libby in accordance with State law and the regulations of the State Board of Education.

**19. RIGHT TO LEGAL COUNSEL**

Ms. Libby acknowledges that she has been informed of her right to be represented by legal counsel regarding the negotiation, development, and approval of this Contract and that the Board's legal counsel does not represent her in the matter.

**20. ENTIRE AGREEMENT**

This Agreement contains the entire understanding of the parties.

**21. AMENDMENTS OR MODIFICATIONS**

This Agreement may not be modified or amended except by mutual agreement of the parties incorporated in writing, and signed by both parties. Said amendments or modifications must have prior approval by the Executive County Superintendent.

**22. NEW JERSEY LAW**

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



**23. 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.

**IN WITNESS WHEREOF**, they set their hands and seals to this contract effective on the day and year first above written.

ATTEST:

MOUNT OLIVE TOWNSHIP  
BOARD OF EDUCATION

\_\_\_\_\_  
Lynn Jones, Board Secretary

\_\_\_\_\_  
Elizabeth Ouimet, Board President

WITNESS:

\_\_\_\_\_  
Gail Woickowski

BOARD APPROVED JUNE 29, 2020