

## EMPLOYMENT AGREEMENT

**THIS AGREEMENT**, made on this 14th day of April 2022, by and between **THE BOARD OF EDUCATION OF THE LACEY TOWNSHIP SCHOOL DISTRICT**, located at 200 Western Boulevard, Lanoka Harbor, Lacey Township, Ocean County, State of New Jersey (hereinafter referred to as the "Board" or "District") and **SHARON SILVIA**, located at 200 Western Boulevard, Lanoka Harbor, Lacey Township, Ocean County, State of New Jersey (hereinafter referred to as "Business Administrator/Board Secretary"), who together at times may be referred to as "the parties."

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

The Board and the Business Administrator/Board Secretary agree and acknowledge the following:

- A. The Board of Education of the Lacey Township School District is a corporate body politic governed by N.J.S.A. 18A:1-1 et seq.
- B. The Board wishes to employ Sharon Silvia as Business Administrator/Board Secretary for the period of July 1, 2022 through June 30, 2023.
- C. Sharon Silvia desires to accept such employment and does hereby accept such employment for the period of July 1, 2022 through June 30, 2023, upon the terms and conditions hereinafter set forth which terms and conditions the Board and the Business Administrator/Board Secretary believe and intend to be consistent with the requirements of N.J.S.A. 18A:1-1 et seq. and applicable sections of N.J.A.C. 6A:1-1 et seq.
- D. The Board and the Business Administrator/Board Secretary intend to contract with one another and be bound in accordance with the terms of this Contract and the provisions of the statute and rules and regulations of the State Board of Education and the Commissioner, if any.
- E. The Board and the Business Administrator/Board Secretary believe that this written Employment Contract will serve the purpose of mutual understanding and help to provide for a harmonious relationship between the Board and the Business Administrator/Board Secretary to the end that

continuous and efficient services will be rendered by both parties, for the benefit of both and for the benefit of the students and residents of the District.

- F. The Board and the Business Administrator/Board Secretary believe that this written Employment Contract will enhance administrative stability and continuity within the District, which the Board and the Business Administrator/Board Secretary believe generally improves the quality of the District's overall educational programs.

**NOW, THEREFORE,** in consideration of the above stated acknowledgments and of the mutual terms, promises and covenants contained herein, the parties agree as follows:

1. **Term.** The term of employment pursuant to this Contract shall commence on July 1, 2022 and terminate on June 30, 2023.
2. **Certification.** The Business Administrator/Board Secretary represents to the Board, and the Board believes, that the Business Administrator/Board Secretary currently possesses a valid Standard Certificate allowing the Business Administrator/Board Secretary to be appointed as a Business Administrator/Board Secretary of schools in the State of New Jersey.

If at any time during the term of this Contract, the Business Administrator/Board Secretary Certification(s) allowing the Business Administrator/Board Secretary to serve as a Business Administrator/Board Secretary is/are revoked, this Contract shall be null and void as of the date of the revocation.

3. **Duties.** The Business Administrator/Board Secretary agrees to perform faithfully the assigned duties for the Board as prescribed by the laws of the State of New Jersey and the State Board of Education and by the rules, policies and regulations of the Board and in accordance with any amendments to said statutes or rules, policies and regulations that may become effective during the term of this Contract. The Business Administrator/Board Secretary shall perform such duties consistent with the position of Business Administrator/Board Secretary as may be delegated to the Business Administrator/Board

Secretary by the Board or the Superintendent of Schools and as may be set forth in the job description for the position of Business Administrator/Board Secretary of Schools.

The job description for the position of Business Administrator/Board Secretary of Schools is incorporated in this Contract as if set forth at length.

All duties assigned to the Business Administrator/Board Secretary by the Board and the Superintendent of Schools shall be appropriate to and consistent with the professional role and responsibility of the Business Administrator/Board Secretary and shall be set by Board policy and in the appropriate job description which may be modified from time to time, consistent with the intent of this Contract.

4. **Salary.** Effective July 1, 2022, the Business Administrator/Board Secretary shall be paid a salary in the amount of One Hundred Forty Two Thousand Dollars (\$142,000). Her salary shall be paid twice per month.

No later than November 1, 2022 the Superintendent of Schools shall evaluate the performance of the Business Administrator/Board Secretary of Schools in accordance with New Jersey statutes and regulations. Providing the evaluation is positive, effective January 1, 2023, the Business Administrator/Board Secretary salary shall increase to One Hundred Forty Five Thousand Dollars (\$145,000). Her salary shall be paid twice per month.

5. **Transportation.** In light of the unique nature of the responsibilities of the Business Administrator/Board Secretary, the Business Administrator/Board Secretary shall be reimbursed for actual mileage when using her personal vehicle for Board business at the rate annually established by the New Jersey OMB Circular (the State rate) or as otherwise permitted by law pursuant to N.J.A.C. 6A:23A-3.1 (e). The Business Administrator/Board Secretary shall follow Board policy in supplying the necessary documentation when seeking reimbursement.
6. **Vacation/Holidays.** On July 1st of each school year, the Business Administrator/Board Secretary shall receive twenty-five (25) work days of vacation with pay annually (prorated for any partial year) which

days shall be exclusive of school holidays. Unused vacation days may be accumulated and aggregated beyond each Contract year for a period up to one Contract year where required by business demands pursuant to N.J.S.A. 18A:30-9.1. The Board, through the Business Administrator's office, shall be responsible for maintaining written documentation of the Business Administrator/Board Secretary's earned and accrued vacation days. The parties agree that vacation days are fully awarded on July 1st of each school year.

The Business Administrator/Board Secretary shall be entitled to all holidays and break periods as are provided to other administrative staff during the school year with pay. When school is not in session during the summer, the Business Administrator/Board Secretary shall receive the following days as holidays with pay: Independence Day (July 4) and Labor Day.

7. **Sick Leave and Personal Days.** The Business Administrator/Board Secretary shall receive no less than twelve (12) sick days leave annually, which shall be prorated. The unused portion of sick days, at the end of any year, shall be cumulative in accordance with the provisions of Title 18A-30.7.

The Business Administrator/Board Secretary is granted three (3) personal days each year. If any personal days are unused at the end of the year, they shall convert to sick days for the following year.

The Board acknowledges and agrees that as of June 30, 2021, the Business Administrator/Board Secretary earned and accrued one hundred sixty (160) sick days during the course of her employment as Assistant Business Administrator/Assistant Board Secretary. Upon retirement, the Board shall pay her up to \$15,000 for all accumulated, accrued, unused sick days, whichever sum is greater.

8. **Bereavement.** The Business Administrator/Board Secretary shall be entitled to bereavement leave for up to five (5) days per incident within a two week period commencing with the date of death of a member of the Business Administrator/Board Secretary's immediate family. Immediate family shall include grandfather, grandfather-in-law, step grandfather, grandmother, grandmother-in-law, step-grandmother, father, father-in-law, mother, mother-in-law, spouse, domestic partner or civil union

partner as defined in New Jersey statute, child, child-in-law, step-child, brother, step-brother, brother-in-law, sister, step-sister, sister-in-law, step-father, step-father-in-law, step-mother, step-mother-in-law. The Business Administrator/Board Secretary shall be entitled to bereavement leave without loss of pay of one (1) day per incident within a two week period commencing with the event of death of an aunt, aunt-in-law, uncle, uncle-in-law, niece, step-niece, nephew or step-nephew. Extenuating circumstances regarding other individuals may be considered by the Board on a case by case basis. Unused bereavement leave at the end of each partial or full contract year shall not be cumulative.

9. **Documentation/Record Keeping.** The Business Administrator/Board Secretary shall be responsible for recording absences in the district's absence database in advance of the time off permitted in this Contract or immediately upon the return to the District in the event of an unplanned absence.
10. **Medical Benefits.** The Board shall provide the Business Administrator/Board Secretary with, and pay the premiums for, individual and/or family coverage at her option in the School Employees' Health Benefits Program (NJ Direct 15), its successor plan, or its equivalent (dependent as defined in the current plan coverage to age 26). The Board shall pay the full cost, less any employee contribution as mandated by P.L. 2011 Chapter 78 or P.L. 2020, Chapter 44 for employee elected health coverage.  
  
The Business Administrator/Board Secretary may waive, and be compensated as a percentage of cost, for coverage in any of the health benefits plans if the Business Administrator/Board Secretary is covered through the health plan of the her spouse, civil union partner, or domestic partner as civil union partner and domestic partner are defined by New Jersey statute, but only in accordance with procedures established by the Board, if such right to waive coverage has been established by the Board for other certified employees of the Board.
11. **Dental Insurance.** The Board shall provide the Business Administrator/Board Secretary with a program of dental care providing full family coverage provided by Delta Dental.

12. **Prescription Coverage.** The Board shall provide the Business Administrator/Board Secretary with a prescription program providing full family coverage as provided by Benecard Group 2238.
13. **Statutory Annuity Salary Reduction Program.** The Business Administrator/Board Secretary shall have the right at any time prior to the commencement of, or at any time during the her employment with the board, to take a reduction in salary and require the Board to use an amount corresponding to such reduction to purchase a tax sheltered annuity and/or mutual fund investment in accordance with N.J.S.A. 18A:66-127 et seq. and applicable tax laws, including Sections 403(b) and 457(b) of the Federal Internal Revenue Code. The maximum amount of reduction in salary authorized shall be the maximum tax deferral amount permitted by the Federal Internal Revenue Code.
14. **Professional Meetings.** The Business Administrator/Board Secretary may attend appropriate local and state professional meetings with the approval of the Board. The expenses of approved attendance shall be paid by the District. The Business Administrator/Board Secretary shall be permitted to attend conferences to include state and national conferences annually with Superintendent and Board of Education approval. Approval by the Board shall be consistent with the requirements of N.J.S.A. 18A:11-12 and applicable provisions of N.J.A.C. 6A:1-1 et seq.
15. **Professional Dues.** The Business Administrator/Board Secretary shall be entitled to the payment by the Board of professional dues and membership fees for membership in the New Jersey Association of School Administrators and other professional associations in an amount up to one and one-half percent of the Business Administrator/Board Secretary's annual base salary.
16. **Evaluation.** The Superintendent of Schools shall evaluate the performance of the Business Administrator/Board Secretary of Schools in accordance with New Jersey statutes and regulations. Each evaluation shall be in writing with a copy provided to the Business Administrator/Board Secretary. The Superintendent and the Business Administrator/Board Secretary shall thereafter meet to discuss the findings of the evaluation. The evaluations shall be based upon the goals and objectives of the District,

the responsibilities of the Business Administrator/Board Secretary and such other criteria as the State Board of Education or New Jersey Commissioner of Education shall, by regulation, prescribe.

**17. Separation from Service.**

- a. Employee shall be entitled to receive a terminal leave compensation computed at the salary rate earned during the final year of employment calculated at 1/260th of her annual salary, provided Employee notifies the Board in writing on or before January 30th of any school year, of her intention to retire on or before the end of that school year, and who actually files a retirement paper with the N.J. State Retirement System. The \$15,000 maximum under N.J.S.A. 18A:30-3.6 applies. In this case, the payment shall be made between July 1st and June 30th of the budget year immediately following resignation or retirement. An administrator who fails to provide written notice by January 30th of the school year shall not receive the payment until between July 1st and June 30th of the second budget year after notification of the resignation or retirement.
- b. Sick Days. Upon the Business Administrator/Board Secretary's retirement, the Board shall pay all accumulated, unused, accrued sick days accumulated as an employee of the Lacey Township Board of Education at her daily rate of pay based upon her final salary. Throughout this Employment Contract, the Business Administrator/Board Secretary's daily rate of pay shall be calculated as 1/260th of her then current annual salary. Any payment will be made on or before January 15th of the year following retirement.
- c. For all accumulated, unused, accrued sick days, upon retirement from the State administered retirement plan to which the Business Administrator/Board Secretary is a member and notice to the Board, the Business Administrator/Board Secretary shall be entitled to be compensated for all accumulated, accrued, unused sick days at the rate per day of annual salary divided by 260. It is understood that upon retirement, the Business Administrator/Board Secretary shall be entitled

to payment for sick days or up to \$15,000.00 for all accumulated, accrued, unused sick days, whichever sum is greater.

- d. Vacation Days. Upon the Business Administrator/Board Secretary's separation from employment with the District or retirement, the Board will pay all accumulated unused vacation days at the rate per day of annual salary divided by 260 to a maximum of twenty-five (25) days.
- e. Payment to Estate. If the Business Administrator/Board Secretary dies before this Employment Contract term is completed, payment for all accumulated vacation days, but not for accumulated unused sick days, shall be made to her estate or her named beneficiary.

18. **Professional Liability.** The Board 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 individually or in the Business Administrator/Board Secretary's official capacity as agent or employee of the Board, provided the matter giving rise to such claim arose while the Business Administrator/Board Secretary was acting within the scope of her employment; and as such, liability insurance coverage is within the authority of the Board to provide pursuant to Title 18A.

19. **Facilities.** The Board shall provide for the use of the Business Administrator/Board Secretary a private office, adequate clerical help, and such other facilities and services as the Board shall determine to be suitable to the Business Administrator/Board Secretary position and adequate for the performance of her duties as outlined in this Contract. The Business Administrator/Board Secretary shall be provided a laptop for home use.

20. **Termination of Employment Contract**

- a. This Contract shall terminate, the Business Administrator/Board Secretary employment shall cease, and no compensation shall thereafter be paid, under any one of the following circumstances:



- Failure of the Business Administrator/Board Secretary to possess/obtain proper certification;
  - Revocation or suspension of the Business Administrator/Board Secretary's certificate(s);
  - Forfeiture under N.J.S.A. 2C: 51-2;
  - Mutual agreement of the parties; or
- b. Nothing in this Contract shall affect the Board's rights with regard to suspension under N.J.S.A. 18A:6-8.3 and applicable case law.
- c. The Business Administrator/Board Secretary may terminate this Employment Contract upon at least 60 calendar days written notice to the Board, filed with the Board Secretary, of intention to resign with the last day of pay being the last day the Business Administrator/Board Secretary works as Business Administrator/Board Secretary or is otherwise entitled to payment pursuant to any rights of leave or vacation time as provided in this Contract.
- d. The Business Administrator/Board Secretary shall not be dismissed or reduced in compensation during the term of this Contract, except as authorized by paragraphs B. and C. of this Section and as otherwise provided by N.J.S.A. 18A:1-1 et seq.
- e. The Board may terminate the employment of the Business Administrator/Board Secretary upon providing her with written notice at least 60 calendar days prior to termination.
- f. **Pre-existing Tenure Rights.** Pursuant to N.J.S.A. 18A:17-20.4, the Business Administrator/Board Secretary retains all tenure rights accrued in the position of Assistant Business Administrator/Assistant Board Secretary. The Business Administrator/Board Secretary shall have the right to assert all tenure and seniority rights as Assistant Business Administrator/Assistant Board Secretary in the event that the Board does not renew or terminates the Business Administrator/Board Secretary for any reason.

21. **Release of Personnel Information.** The Board acknowledges and agrees that the Open Public Records Act and case law interpreting it governs disclosure of personnel records. Pursuant to the Open Public Records Act, the only personnel information in connection with the Business Administrator/Board Secretary employment with the District which is deemed public is (1) employee's name; (2) title; (3) salary; (4) payroll record; (5) length of service; (6) position; (7) date of separation from government service and reason; (8) amount and type of pension received; (9) data indicating conformity with specific experiential, education and medical qualification required for employment or receipt of public pension (exclusive of detailed medical or psychological information). All other information, except as otherwise provided by law, is deemed confidential and shall not be released to the public absent a written release by the Business Administrator/Board Secretary, or by a lawful order of a court of competent jurisdiction.
22. The Business Administrator/Board Secretary shall have the right, upon request, to review the contents of her own personnel file and to receive copies at Board expense of any documents contained in the file. The Business Administrator/Board Secretary shall be entitled to have a representative accompany him during any review. At least once every year, the Business Administrator/Board Secretary shall have the right to indicate those documents and/or other materials in her file that she believes to be obsolete or otherwise inappropriate to retain; and, upon final approval of the Board and subject to the requirements of the New Jersey Open Public Records Act and the New Jersey Records Destruction Act, such documents identified by the Business Administrator/Board Secretary shall be destroyed.
- No material derogatory to the Business Administrator/Board Secretary's conduct, service, character, or personality shall be placed in her personnel file unless she has had an opportunity to review the material. The Business Administrator/Board Secretary shall acknowledge that the Business Administrator/Board Secretary has had the opportunity to review such material by affixing her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents

thereof. The Business Administrator/Board Secretary shall also have the right to submit a written answer to such material.

23. **Conflicts.** 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 prohibited by law, the terms of this Employment Contract shall control over the contrary provisions of the Board's policies or any permissive law during the term of the Contract.
24. **Severability.** It is the intention of the parties that the terms and conditions of this Contract shall be consistent and in full compliance with the provisions of N.J.S.A. 18A:1-1, et seq., the laws of the State of New Jersey and the rules and regulations of the New Jersey Department of Education. This Contract shall be construed accordingly. If any provision of this Contract is determined by any court or reviewing agency to be invalid or inconsistent with the law, it is the intention of the parties that all valid provisions which are severable from the invalid provisions shall remain in effect and that this Contract shall continue to be effective to the full extent that it is consistent with the law.
25. **Amendments.** No amendments or additions to this Contract shall be binding upon the parties unless in writing and signed by both parties.
26. **Entire Agreement.** This Contract contains the entire understanding of the parties and there are no representations, warranties, covenants, promises or undertakings other than those expressly set forth herein. This Contract is intended to be binding on the successors, assigns and legal representatives of the parties hereto.

**IN WITNESS WHEREOF**, the parties have hereto executed this Contract the day and year first above written.

ATTEST:

LACEY TOWNSHIP BOARD OF EDUCATION

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Sharon Silvia

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Frank Palino, Board President

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Patrick S. DeGeorge, Board Secretary

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Edward Scanlon, Board Vice President