

**SCHOOL BUSINESS ADMINISTRATOR/SECRETARY OF THE BOARD
EMPLOYMENT CONTRACT BETWEEN
THE BOARD OF UPPER TOWNSHIP AND DONNA L. YOUNG**

THIS AGREEMENT is made this 22nd day of January, 2007 by and between the UPPER TOWNSHIP BOARD OF EDUCATION (hereinafter Board of Employer) and DONNA L. YOUNG (hereinafter Young or SBA).

WHEREAS, the Board desires to employ a full-time School Business Administrator/Secretary to the Board; and

WHEREAS, Young is interested in serving as the School District's School Business Administrator/Secretary to the Board; and

NOW, THEREFORE, the Board and the SBA, for the mutual promises herein specified, do covenant and agree as follows:

I. NATURE AND PLACE OF EMPLOYMENT: The Board does hereby employ, engage, and hire Young as School Business Administrator and Secretary of the Board under the control of the Board; and Young does hereby accept and agree to such hiring, engagement, and employment and agrees to abide by all aspects of the Job Description for this position. Young shall be evaluated yearly by the Board and by the Superintendent of Schools.

II. DURATION OF EMPLOYMENT: The term of this Agreement shall commence on July 1, 2006 and shall continue through June 30, 2009.

By granting this agreement, the Board does not guarantee that the SBA shall receive tenure in the District. The Board and the SBA specifically understand that either party may terminate this Agreement for any reason upon proper notice to the other pursuant to paragraph VI herein.

III. BUSINESS ADMINISTRATOR'S CERTIFICATE: The SBA acknowledges that she holds an appropriate New Jersey School Business Administrator Certificate now in full force and effect, and will continue to hold such Administrator's Certificate in full force and effect during her entire period of employment.

IV. PERFORMANCE OF DUTIES: The SBA agrees that she will at all times faithfully, industriously, and to the best of her ability, experience and talent, perform all of the duties that may be required of, and from her pursuant to the express and implicit

terms hereof, and to observe and enforce the rules prescribed for the government of the school by the Board and her job description.

V. COMPENSATION AND REIMBURSEMENT:

A. Salary

1. The SBA shall receive the following:

<u>Year</u>	<u>Salary Increase</u>	<u>Annual Salary</u>
06-07	\$4,095	\$85,997
07-08	\$4,300	\$90,297
08-09	\$4,515	\$94,812

C. In addition to the foregoing, the Board agrees that they will provide Young with the following:

1. The Board shall pay for the SBA's family participation in medical, dental, and prescription plans to the same degree and manner of coverage as provided in the current teachers' contract.

2. The Board shall pay the SBA's dues for her membership in the appropriate local, state, and national associations and in addition, the Board shall pay for one (1) annual convention to the maximum of FIVE HUNDRED DOLLARS (\$500.00) per annum.

3. The SBA shall be allocated the sum of ONE THOUSAND DOLLARS (\$1,000) per year for professional development. The use of this money by Young shall require the approval of both the Superintendent and the Board.

4. The Employer shall grant three (3) personal days per year. If Young does not use the personal leave days during a school year, she will receive an additional sick day to be added to her accumulated sick days for each personal day not used.

5. SBA shall be entitled to twenty (20) days vacation annually plus all recognized holidays set forth in the school calendar. All vacation days shall be used during the year earned with no vacation days accruing to subsequent years. SBA must use earned vacation days no later than September 1 of the year following the year in which the vacation days are earned. Vacation days shall be earned on a pro rata, monthly basis.

6. SBA shall be entitled to twelve (12) sick days per year. Unused sick leave days shall be accumulated from year to year.

7. The SBA's work year shall be defined as two hundred forty (240) work days per year.

8. An allowance of up to five (5) days per event shall be granted for death of father, mother, spouse, child, brother, or sister. Two (2) days per event will be granted for grandmother, grandfather, mother-in-law, father-in-law, brother-in-law, sister-in-law, or any other person residing in the domicile. An allowance of up to five (5) days per year, and not per event, shall be granted for a medically serious illness of father, mother, spouse, child, brother, or sister. An allowance of up to two (2) days per year, and not per event, shall be granted for a medically serious illness of grandmother, grandfather, mother-in-law, or father-in-law. These days shall not be accumulative from year to year.

9. Travel Allowance: In lieu of an allowance for mileage under 50 miles in one direction, SBA shall receive a \$100 per month stipend.

10. Cell Phone: SBA shall receive a \$50.00 per month stipend for use of personal cell phone.

11. Contribution to Pension/Pension Life Insurance: Young shall receive TPAF Pension/Pension Life Insurance reimbursement.

12. Sick Leave at Retirement: Upon retiring from the District, SBA shall receive sick day reimbursement for two hundred nine (209) days accrued while a confidential secretary employed by the Board, at the rate established in the Confidential Employees Agreement for the 2003-2004 school year. Said 209 accrued days shall be paid at the rate of \$50.86 per day or \$10,629.74.

All sick days accrued by the SBA commencing with day 210 shall be paid upon retirement at the rate of \$50.00 per day for a maximum payment of \$5,000.00.

Once SBA notifies the Board of her intention to retire, the amount due shall be budgeted for the next budget year and shall be paid in the month in which the new budget becomes effective. It is understood that all accumulated sick leave to date and through the term of this contract shall be paid at the above quoted rates.

13. Separation from Service:

(a.) Should the SBA die before her contract year is completed, her estate shall receive her salary payments to the extent of the vacation days she has accumulated.

(b.) Should the SBA resign or retire in good standing during the contract year, the SBA shall continue to receive her salary payments to the extent of the vacation days she has accumulated.

VI. TERMINATION OF CONTRACT: After commencement of this Agreement, either party may terminate this contract by giving the other party sixty (60) days notice in writing of the intention to terminate the employment. The Employer shall be governed by the Statutes of the State of New Jersey and the Rules as adopted by the Commissioner of Education governing the termination of employees.

VII. MISCELLANEOUS: This Agreement incorporates the entire understanding between the parties on all issues covered and provided for herein. This Agreement shall be governed by the laws of the State of New Jersey. If any provision of this Agreement or any application of this Agreement is held to be contrary to law or held to be invalid by a tribunal of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue to full force and effect. The terms and conditions of this Agreement shall not be modified except by the written consent of both parties hereto.

WITNESS:

UPPER TOWNSHIP BOARD OF EDUCATION

Shane M. Nien

Paula Mangre

BY:

Michelle Barberi
President

Donna L. Young
Donna L. Young

**MEMORANDUM OF AGREEMENT
BETWEEN THE
UPPER TOWNSHIP BOARD OF EDUCATION
AND THE
SCHOOL BUSINESS ADMINISTRATOR/SECRETARY OF THE BOARD**

1. **Change Article V. A. (Compensation and Reimbursement – Salary)** to read as follows:

Delete:

A. Salary

1. The SBA shall receive the following:

Year	Salary Increase	Annual Salary
06-07	\$4,095	\$85,997
07-08	\$4,300	\$90,297
08-09	\$4,515	\$94,812

Add:

A. Salary

The annual salaries reflect the mandated administrative contract changes associated with A3/A5 which require all contributions to be included in base salary calculations effective July 1, 2007.

The SBA shall receive the following:

Year	Base Salary	Contributions	Annual Compensation
06-07	\$85,997	\$6,274	\$92,271
07-08	\$97,209	N/A	\$97,209
08-09	\$102,007	N/A	\$102,007

2. **Change Article V. C. 9 (Travel Allowance)** to read as follows:

Delete:

In lieu of an allowance for mileage under 50 miles in one direction, SBA shall receive a \$100 per month stipend.

Add:

Travel and associated expenses will be reimbursed to the SBA in accordance with board policy for all approved business travel beyond 50 miles of travel, one way.

3. **Change Article V. C. 10. (Cell Phone)** to read as follows:

Delete:

SBA shall receive a \$50.00 per month stipend for use of personal cell phone.

Add:

SBA shall receive a District-owned cell phone, in which all associated costs will be paid directly by the UTBOE, for use during employment with the District. Upon separation with the District, all phones will remain the property of the District.

4. **Change Article V. C. 12. (Sick Leave at Retirement)** to read as follows:

Delete – Upon retiring from the District, SBA shall receive sick day reimbursement for two hundred nine (209) days accrued while a confidential secretary employed by the Board, at the rate established in the Confidential Employees Agreement for the 2003-2004 school year. Said 209 accrued days shall be paid at the rate of \$50.86 per day or \$10,629.74. All sick days accrued by the SBA commencing with day 210 shall be paid at the rate of \$50 per day for a maximum payment of \$5,000.

Once SBA notifies the Board of her intention to retire, the amount due shall be budgeted for the next budget year and shall be paid in the month in which the new budget becomes effective. It is understood that all accumulated sick leave to date and through the term of this contract shall be paid at the above quoted rates.

1. **Add** – Any SBA who notifies the Board, in writing, by 12 pm on June 19, 2008, that he/she intends to separate from the District on July 1 – August 31, 2008 or July 1 – August 31, 2009 shall be paid the sum of \$130 per day for each of his/her accumulated unused sick leave days accrued during his/her employment in the Upper Township School District. The maximum amount payable to teacher/certified staff pursuant to this article shall be \$36,000. Up to two equal payments (in accordance with federal and state tax law) will be made to all eligible employees on July 15 and/or January 15 in the school year of separation and placed in an approved employer paid tax sheltered annuity plan.

5. **Change Article V. C. 11. (Contribution to Pension/Pension Life Insurance)** to read as follows:

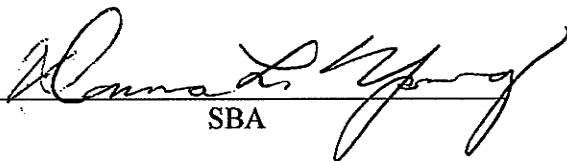
Delete:

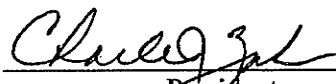
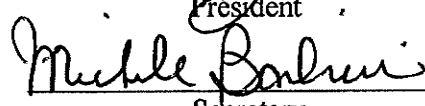
Young shall receive TPAF Pension/Pension Life Insurance reimbursement.

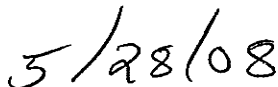
6. **All other Agreement Language shall remain unchanged.**

Upper Township School Business Administrator

Upper Township Board of Education


SBA


President

Secretary


Date


Date