

**SCHOOL BUSINESS ADMINISTRATOR/BOARD SECRETARY  
EMPLOYMENT CONTRACT  
BETWEEN  
TINA M. PALECEK & THE LOPATCONG TOWNSHIP BOARD OF  
EDUCATION**

**THIS AGREEMENT** is made and entered into as of the 1st day of July, 2023, by and between the Lopatcong Township Board of Education, with offices located at 321 Stonehenge Drive, Phillipsburg, New Jersey 08865, (hereinafter referred to as the "Board") and Mrs. Tina M. Palecek, who is herewith recognized as the BUSINESS ADMINISTRATOR/BOARD SECRETARY (hereinafter referred to as the "Business Administrator" or "Mrs. Palecek").

**WHEREAS**, the Board desires to provide the Business Administrator with a written Employment Contract in order to enhance administrative stability and continuity within the schools, which the Board believes generally improves the quality of its overall educational program; and

**WHEREAS**, the Board and the Business Administrator believe that a written Employment Contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education of the schools;

**RESOLVED**, in consideration of the foregoing premises and mutual covenants hereinafter set forth, the parties agree as follows:

**1. TERM.**

The Board, in consideration of the promises of the Business Administrator, set forth below, hereby employs, and the Business Administrator she hereby accepts continued employment commencing on July 1, 2023 and expiring at 11:59 pm June 30, 2024, pursuant to the terms of this agreement and law.

**2. CERTIFICATION.**

At all times while serving pursuant to this Contract, the Business Administrator shall hold a valid and appropriate certificate to act in the Lopatcong Township School District ("District") in accordance with the pertinent job description and the Rules and Regulations of the New Jersey Department of Education. In the event that the certificate of the Business Administrator is revoked, this contract shall become null and void as of the date of the revocation.

### 3. RESPONSIBILITIES/DUTIES.

The Employee shall devote the necessary attention to the business of the District. However, she may serve as a consultant to other districts or educational agencies, lecture, engage in writing activities and speaking engagements, and engage in other activities with the advanced written approval of the Superintendent. Any stipend received by the Business Administrator shall be given to the Board except as noted below.

In the event that the Business Administrator has taken, with the advanced approval of the Superintendent if required, vacation or personal day(s) for the day(s) in which such outside activity takes place, then the Business Administrator shall retain any stipend, honoraria or fee paid.

Further, if the Business Administrator chooses to engage in any other outside activities that are unrelated to the Business Administrator's duties and responsibilities as Business Administrator, and take place outside of the hours of a normal working day in which the Business Administrator is fulfilling her job duties and responsibilities, she shall retain any stipend, honoraria or fee paid. For instance, should the Business Administrator prepare, develop, write, author or publish any literature, article, treatise, book or other publication not directly related to the business of the District, and that does not involve the use of District resources, she shall keep any stipend, honoraria or fee paid. On the other hand, if such literature, article, treatise, book or publication is directly related to the business of the District or involves the use of District resources, any stipend, honoraria or fee received shall be given to the Board.

Mrs. Palecek shall have the responsibilities and job functions as set forth on the pertinent job description and such responsibilities designated by the Superintendent of Schools. The Employee shall be the Chief Business Officer of the Board, as well as have supervision over the fiscal operations of the District and shall arrange the administrative and supervising staff concerning business affairs, with Board approval. Additionally, the Business Administrator shall have the right to legal assistance in carrying out her duties at the expense of the Board provided that she has conformed to the Board's policies, rules and regulations, as well as any applicable provisions of State law or regulation. However, the Board's obligation in this regard does not extend to providing and/or obtaining legal assistance in any suit or matter brought by the Business Administrator against the Board or any individual Board members.

**In consideration of the employment, salary and fringe benefits established herein,**

**Employee hereby agrees to the following:**

A. To faithfully perform the duties of Business Administrator and Board Secretary for the Board and to serve in accordance with the Laws of the State of New Jersey, Rules and Regulations adopted by the State Board of Education, existing Board policies and those which are adopted by the Board in the future. The specific job description adopted by the Board, applicable to the position of Business Administrator, is incorporated by reference into this contract.

B. To devote the necessary time, skills, labor and attention to this employment during the term of this contract. Employee shall notify the Superintendent in the event she is going to be away from the District on District business for two (2) or more days in any week. Any time away from the District that is not for District business must be arranged in accordance with provisions governing time off. The Superintendent also recognizes the responsibilities of the Business Administrator may not always conform to a standard workday. Because of this, the Business Administrator is provided flexibility to adjust her office hours and also work from home when necessary.

C. All duties assigned to the Business Administrator by the Board shall be appropriate to and consistent with the professional role and responsibility of the Business Administrator. The Board retains the right to modify these duties, as it deems appropriate.

D. The Board shall provide the Business Administrator with a laptop computer and reimburse her \$85.00 per month for the use of her personal cell phone to conduct district business and appropriate personal use. The Board shall be responsible for maintaining said computer which shall be Board property.

**4. PROFESSIONAL GROWTH.**

The Board encourages the continuing professional growth of Employee through appropriate participation in:

A. The operations, programs and other activities conducted or sponsored by local, state, and national school administrator and school board associations;

B. Seminars and courses offered by private or public educational institutions;

C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Employee to perform her professional responsibilities for the Board;

D. Visits to other institutions, and

E. The Business Administrator shall be permitted to attend other activities, meetings and conferences with the approval of the Superintendent.

In addition, in its encouragement, the Board may permit a reasonable amount of release time for Employee to attend such matters and to reimburse Mrs. Palecek for the necessary fees for travel, lodging, meal expenses and subsistence expenses, as approved by the Board in its budget and pursuant to N.J.S.A. 184:11-12, N.J.A.C. 6A:23A-7-1 et seq., and any other applicable State law or administrative regulations, as well as any circulars published by the New Jersey Department of the Treasury and any other applicable State directives.

#### **5. TUITION REIMBURSEMENT.**

The maximum tuition reimbursement for the school year will be \$5,000 Tuition and registration fees for graduate courses taken by Mrs. Palecek will be reimbursed provided the courses taken are:

- A. Provided by a duly accredited institution of higher education as that term is defined in N.J.A.C. 6A:9-2.1; and
- B. Directly related to Mrs. Palecek's assignment at the time the course is taken or,
- C. Is a course which is approved by the degree-granting institution and in a matriculated program such as the Doctorate in education.

In order to be eligible for reimbursement, prior approval of the graduate course by the Superintendent of Schools is necessary. If prior approval is not granted, payment will not be given.

In order to be eligible for reimbursement Mrs. Palecek must receive at least a "B" in an approved graduate course. To assure that professional development does not interfere with the Employee's professional responsibilities in the District, the Board retains the right to limit the number of reimbursable courses, seminars and expenses in any one year. In the event Mrs. Palecek's employment is terminated by Mrs. Palecek or the Board, the following payback for tuition paid by the Board shall be utilized. Termination within one year of courses paid for by the Board, payback is 100%; termination within two years of courses paid for by the Board, payback is 75%; termination within three years of courses paid for by the Board, payback is 50%; termination within four years of courses paid for by the Board, payback is 25%.

#### **6. SALARY AGREEMENT.**

Effective July 1, 2023 through June 30, 2024, the Board shall pay Employee the salary of \$130,375.00 (One hundred thirty thousand three hundred seventy-five dollars). This salary shall

be paid in 24 equal semi-monthly installments per the policies of the Board governing payment of Administrators in the District.

**7. SECTION 125 PLAN.**

The Parties will implement a Section 125 account program in which Mrs. Palecek may voluntarily make contributions. The Employee may annually contribute up to the dollar maximum set forth in Federal law and regulation. At the time of enrollment, Mrs. Palecek agrees to assume responsibility for all claims in excess of deducted contributions. If Mrs. Palecek separates from the District prior to the end of the contribution year and makes claims in excess of the actual contribution made, the Board may recoup such excess claims:

A. By withholding any compensation owed (for example, the last paycheck and/or payment for sick leave, or unused vacation compensation);

B. By collecting directly from Mrs. Palecek the remaining difference between the claim and the actual Employee contributions.

**8. SICK DAYS AND VACATION.**

A. The Employee shall be allowed 12 (twelve) days of sick leave per year. The Board may require Employee to submit a physician's certification as proof of illness for any period of sick leave that is for five (5) or more consecutive school days. The unused portion of such leave at the end of each year shall be cumulative and may be carried over from one year to the next. Upon retirement and notice to the Board, the Business Administrator shall be eligible to receive compensation for accumulated but unused sick leave days pursuant to N.J.S.A. 18A:30-3.5. Unused sick leave days shall be compensated at 1/26011 of the Business Administrator's base salary at the time of retirement. However, pursuant to N.J.S.A. 18A:30-3.5, in no case shall the Business Administrator receive compensation for accumulated but unused sick leave days which exceeds fifteen thousand dollars (\$15,000.00). In accordance with N.J.A.C. 6A:23A-3.1, accumulated, unused sick leave compensation shall not be paid to the Business Administrator estate or beneficiaries in the event of the Business Administrator's death prior to retirement.

B. The Employee shall have, after exhaustion of all unused, accumulated sick and personal days, a right to request extended sick leave for accident or illness which shall not be accumulative nor be carried over toward financial payment upon retirement. The granting of such extended leave shall be at the sole discretion of the Board,

C. The Employee shall have 25 (twenty five) vacation days per school year. Vacations shall be scheduled so as to minimize disruption to the operations of the District. Vacations will require advance approval of the Superintendent. Any unused vacation days may be carried over

to the next school year and must be used in the next year or will be considered forfeited. The Board, through the Superintendent's Office, shall be responsible for maintaining written documentation of the Business Administrator's earned and accrued vacation days. Upon Mrs. Palecek's separation from employment with the Board, the Board will pay all accumulated vacation days at a per diem rate calculated as 1/260th of the Business Administrator's annual salary at the time of separation. All payments for unused vacation days will be consistent with then applicable State laws and administrative regulations, and any such payments will be made within sixty (60) days of the Business Administrator's employment with the Board, If the Business Administrator dies before the Employment Contract year is completed, payment for the Business Administrator's accumulated vacation days shall be made to the Business Administrator's estate,

## **9. PERSONAL AND OTHER LEAVE.**

### **A. Illness in the immediate Family**

- In case of illness in the immediate family of the Business Administrator shall have 3 (three) days of family sick leave per school year. Immediate family shall mean spouse, child, parent, brother, sister, close in-law relatives, or any relative living within the same household.

### **B. Bereavement days**

- In the event of the death of a parent, spouse, mother-in-law, father-in-law, child, grandparent, great grandparent or grandchild, time will be granted without loss of pay, which shall commence on or after the day of death and be completed within two (2) calendar weeks after the day of the funeral, but in no event to exceed five work days.
- In the event of the death of a brother, sister, son-in-law, daughter-in-law, brother in-law, or sister-in-law, time shall be granted without loss of pay, which shall commence on or after the day of death and be completed within two (2) calendar weeks after the day of the funeral, but in no event to exceed three (3) work days. .
- One (1) day shall be granted in the event of the death of a relative outside the immediate family defined above,
- Upon prior notice to, and written approval of the Board President, funeral leave in circumstances other than outlined above may be permitted.

### **C. Personal Business Days**

The Business Administrator will be entitled to 5 (five) personal leave days, to attend personal business during the school day with full pay, during the work year. Unused personal days shall convert to accumulated sick leave at the end of each year, subject to NJSA 18A:30-7.

#### **D. Emergency Days**

The Business Administrator will be entitled to receive five (5) emergency days of leave during the school year for the purpose of caring for an ill spouse, companion, child, parent, or member of her immediate household or attending to other emergencies. Emergency days shall not accumulate from year to year and shall not require advance notice.

#### **E. Jury Duty**

If the Business Administrator is called on jury duty, she shall be compensated for any time lost from her regular duties in the following manner. Specifically, the Business Administrator shall be paid the difference between regular pay less the pay received, if any, from the summoning court for jury service.

### **10. TRAVEL & EXPENSES.**

In the event Employee does not use a Board vehicle, the Board shall pay Mrs. Palecek in accordance with New Jersey Statutes and Regulations, and in accordance with Circulars published by the New Jersey Department of Education Office of Management and Budget or any other applicable directive, for the use of an automobile used for purposes other than commuting in accordance with N.J.S.A. 18A:11-12, N.J.A.C. 6A:23A-7.1 et seq., and any other applicable State law or administrative regulations, as well as any circulars published by the New Jersey Department of the Treasury and any other applicable State directives. If Mrs. Palecek incurs any extraordinary actual expense that results from the explicit written directive of the Superintendent, then she shall be reimbursed by way of a voucher for the actual expense incurred in accordance with N.J.S.A. 18A:11-12, N.J.A.C. 6A:23A-7.1 et seq., and any other applicable State law or administrative regulations, as well as any circulars published by the New Jersey Department of the Treasury and any other applicable State directives.

The Board shall pay Mrs. Palecek's dues for membership in the State, County and International Associations of School Business Officials. The Board shall also reimburse the Business Administrator for any registration fees and appropriate expenses for attendance at ASBO International, County Office meetings, County Joint Insurance Fund meetings, State Department of Education meetings, the NJASBO State Conference and the NJSBA Fall Annual Workshop.

11. MEDICAL BENEFITS.

The Board shall provide Mrs. Palecek with appropriate medical benefits as required under P.L. 2020, Ch. 44. Benefits will include:

- A. Medical Coverage;
- B. Prescription Drug Benefit Program; and Dental Coverage.

The Business Administrator shall contribute toward health benefits coverage pursuant to P.L. 2020 Chapter 44.

The Parties agree that Mrs. Palecek may voluntarily waive entitlement to any or all insurances. If Mrs. Palecek does so, waiver monies will be in accordance with the Lopatcong Township Association collective bargaining agreement, the Business Administrator must provide the Board with proof of coverage (i.e. a copy of the medical insurance card or a letter from the medical insurance provider), before the Business Administrator may waive such insurance. Any reenrollment by the Business Administrator must occur by July 1st, or otherwise be consistent with the requirements of COBRA. In addition, with reasonable notice in writing from the Board, the above provisions concerning the "opt out" benefit described in the paragraph above will expire if there is evidence that premium rates have increased because of the waiver incentive system or if the carrier(s) do not permit such an incentive system. Notwithstanding the foregoing, the amount of any such "opt out" payment will be subject to and shall be limited as required pursuant to P.L. 2010 c2, or any other applicable New Jersey law and/or Administrative Regulation.

Prior to each insurance re-opener period, the Board's insurance carrier and/or its representative shall meet with Mrs. Palecek, if requested, and discuss the insurance plan benefits. The insurance carrier and/or its representative shall also disclose specific risks should Mrs. Palecek elect not to participate in any plan.

Notwithstanding any of the insurance protection provisions, should Mrs. Palecek have a change of status (e.g. termination of employment, death, separation, divorce, etc.), which causes Employee to lose alternative dental, medical or prescription plan coverage, Employee shall be entitled to be re-enrolled provided Mrs. Palecek provides written notice to the Board within sixty (60) days of the event causing such change. The Board's obligation for the cash option shall be prorated for the employee subject to the date in which the change in status becomes effective. Upon the Board's receipt of Mrs. Palecek's desire to re-enroll due to a



change in status, it will be implemented at the first permissible date.

Any return to the Board's insurance plan(s) for reasons other than a change in status is subject to the terms and conditions of the Board's insurance carrier.

## **12. PROFESSIONAL LIABILITY.**

The Board agrees that it shall defend, hold harmless, and indemnify the Business Administrator from any and all civil or administrative demands, claims, suits, actions, and legal proceedings brought against the Business Administrator in her individual capacity or in her official capacity as agent and/or employee of the Board in accordance with N.J.S.A. 18A:16-6.

The Board further agrees that should any criminal action be instituted against the Business Administrator for any such act or omission and should such proceeding be dismissed or result in final disposition in favor of such a person, the Board shall reimburse for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals, in accordance with N.J.S.A. 18A:16-6.1.

If, in the good faith opinion of the Business Administrator, a conflict exists in the legal position of the Business Administrator and the legal position of the Board in a specific matter in which the Board and the Business Administrator are both named as defendants, the Business Administrator may engage counsel of her choice, subject to the reasonable approval of the Board, in which event the Board will indemnify the Business Administrator for the costs of legal defense as permitted by state law.

## **13. WORK YEAR.**

The work year for twelve (12) month employees shall be from July 1st through June 30th. All twelve (12) months employees, including the Business Administrator, shall work pursuant to the school calendar adopted by the Board.

The Business Administrator will be entitled to the following holidays: Independence Day, Labor Day, NJEA Convention (2 days), Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, the days between Christmas Day and New Year's Eve, New Year's Day, Martin Luther King Day, Friday before Presidents Day, Presidents Day, Good Friday, the Monday after Easter, and Memorial Day, with no loss of pay and other days determined by the Superintendent and approved by the Board. If any of these Holidays fall on a weekend, then the Business Administrator will be granted floating holidays for each holiday

during the contract year that does not occur on a weekday. These floating holidays may be used as additional vacation days; however, any floating holidays not used during the contract year in which they occur will be forfeited at the end of the contract year without compensation.

**14. EVALUATION.**

The Superintendent shall evaluate and assess in writing the performance of the Business Administrator at least one time annually. The Superintendent and the Business Administrator shall meet and discuss the evaluation. These evaluations and assessments shall be reasonably related to the position description of the Business Administrator and her duties as specified in this contract.

**15. TERMINATION OF EMPLOYMENT CONTRACT.**

- A. Mutual agreement of the parties;
- B. Unilateral termination by either party with as much advance notice as possible, and in no event less than ninety (90) days written notice;
- C. Retirement of the Business Administrator;
- D. By operation of N.J.S.A. 18A:27-4.1, 18A:28-9, and/or N.J.A.C. 6A:32 4.6; and/or.
- E. By discharge for cause. The Business Administrator may be immediately cause discharged for inefficiency, incapacity, unbecoming conduct, and neglect of duty, breach of contract, or other just cause.

**16. RELEASE OF PERSONNEL INFORMATION/PERSONNEL RECORDS.**

Employee shall have the right, upon request, to review the contents of her personnel file and to receive copies at Board expense of any documents contained therein. He shall be entitled to have a representative accompany him during such review. No material derogatory to Employee's conduct, service, character or personality shall be placed in her personnel file. unless she has had an opportunity to review the material. Employee shall acknowledge that she 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 Employee shall also have the right to submit a written answer to such material.

**17. COMPLETE AGREEMENT.**

This Employment Contract embodies the entire agreement between the parties hereto and supersedes any prior or contemporaneous agreement, representation or understanding,

whether written or oral. This Employment Contract may not be modified except by written instrument executed by all the parties hereto. Any modification to the Contract shall be submitted to the Executive County Superintendent for review and approval.

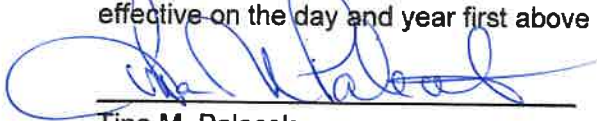
**18. CONFLICTS.**

In the event of any conflict between the terms, conditions and provisions of this Employment Contract and the provision of the Board's policies, then, unless otherwise prohibited by law, the terms of this Employment Contract shall supersede the provisions of the Board's policies.

**19. SAVINGS CLAUSE.**

If, during the term of this Employment Contract, it is found that specific clause of the Employment Contract is illegal under Federal or State law, then the remainder of the Employment Contract not affected by such a ruling shall remain in force.

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




Tina M. Palecek  
School Business Administrator/  
Board Secretary



David Schaible  
Board President

WITNESS:



Dated: 5/23/23

WITNESS:



Dated: 5/18/23