

**CONTRACT FOR EMPLOYMENT BETWEEN
NICHOLAS BICE
SCHOOL BUSINESS ADMINISTRATOR/
BOARD SECRETARY
AND BURLINGTON TOWNSHIP BOARD OF EDUCATION**

1. TERM

WHEREAS, the Burlington Township Board of Education (herein referred to as Board) desires to provide **Nicholas Bice** (herein referred to as Administrator) with a written contract for the position of School Business Administrator/Board Secretary for a term commencing on **July 1, 2023** and expiring midnight **June 30, 2024**.

WHEREAS, negotiations for a new contract can take place if agreeable to both parties. It is hereby agreed that this contract may be terminated by any one party by giving the other party sixty (60) days notice in writing of the intention to terminate the same. Dismissal shall be in accordance with *N.J.S.A 18A:6-10 et seq.*

2. DUTIES

The Administrator shall faithfully and diligently execute those duties and responsibilities as delineated in the respective job description, listed as Board Job Description for School Business Administrator/Board Secretary. Unless otherwise directed by the Superintendent, the Administrator shall report to the Superintendent, and shall be responsible directly to the Superintendent in the day-to-day completion of the Administrator's assigned responsibilities.

3. CERTIFICATION

The Administrator shall hold a valid School Business Administrator certificate issued by the New Jersey Department of Education in accordance with N.J.A.C. 6A:9B-12.7. In the event the Administrator's certificate is revoked, this employment contract shall become null and void as of such revocation date.

4. PROFESSIONAL MEMBERSHIPS

The Board agrees to pay Burlington County ASBO, NJASBO, and ASBO International dues on behalf of the Administrator. The maximum eligible amount will be \$4,000.00.

5. WORKSHOPS

The Administrator shall be entitled to attend the Annual Workshop of the NJASBO, NJASA, NJSBA, one national conference of his choice per year, and seminars with the permission of the Superintendent and as approved by the Board of Education. The Board shall pay the Administrator's registration, travel, lodging expenses and meals. The maximum eligible reimbursement will be \$2,000.00 and shall be in compliance with Board policy; N.J.S.A. 18A:11-12; OMB Circulars, and N.J.A.C. 6A:23A-3.1(e)3.

6. COMPENSATION

The Board shall pay the Administrator an annual salary of **\$158,107.00** from **July 1, 2023** to **June 30, 2024**.

Effective July 1, 2023, at the start of the Administrator's fifteenth (15th) year of service in Burlington Township (not including any experience credited at initial hire), the Administrator shall receive \$2,500.00 in longevity added to base salary. At the start of the Administrator's twentieth

(20th) year of service in Burlington Township (not including any experience credited at initial hire), the Administrator shall receive an additional \$2,500.00 in longevity added to base salary, for a total of \$5,000.00 in longevity. As of July 1, 2023, the Administrator has six (6) years and nine (9) months of service in Burlington Township and is therefore not eligible for longevity for the period July 1, 2023 to June 30, 2024.

7. BENEFITS

Medical Health Benefits: The Board will provide coverage for both Administrator and his family in the AETNA Patriot V Medical Health Benefit plan. The Administrator shall only be entitled to the Patriot V plan and must pay 35% of the premium, but may elect the Patriot X plan by paying the premium difference of the two plans through payroll deduction or the NJ Educators Health Plan or Garden State Health Plan by paying the percentage of salary in accordance with Chapter 44 (P.L.2020, c.44). If the Administrator elects the Patriot X plan, he shall pay the difference between Patriot V and X as well as 35% of the Patriot V plan cost, which represents the Chapter 78; P.L. 2011 contribution for year 4. If the Administrator elects the NJ Educators Health Plan or the Garden State Health Plan, he shall only pay the percentage of salary in accordance with Chapter 44 (P.L.2020, c.44).

Cafeteria Plan: The Board will maintain a Section 125 Plan to allow deduction of employee health benefit premium contributions on a pre-tax basis.

Prescription Plan: The Board shall provide the base prescription plan which includes \$10.00 generic prescriptions, \$30.00 preferred prescriptions, and \$50.00 non-preferred prescriptions.

Opt Out: If the Administrator opts out of medical benefit coverage for a full school year he shall receive the following payments in lieu of benefits on June 30th:

Family Coverage = \$5,000.00

Parent/Child Coverage = \$2,500.00

Employee/Spouse Coverage = \$2,500.00

Disability Insurance: The Board will pay up to \$1,400.00 per school year for a Disability Plan with a provider of the Board's choice.

Dental: The Board shall provide the Administrator and his family with the Delta Dental plan. The Administrator shall pay 35% of the Delta Dental plan cost, which represents the Chapter 78; P.L. 2011 contribution for year 4 unless the Administrator elects the NJ Educators Health Plan or Garden State Health Plan for medical health benefits in which case he shall only pay the percentage of salary in accordance with Chapter 44 (P.L. 2020, c.44).

Vacation: The Administrator shall receive twenty (20) vacation days per fiscal year. All vacation days shall have prior approval of the Superintendent. Not more than five (5) consecutive vacation days may be taken during the school year unless approved by the Superintendent. The Administrator shall be permitted to carry vacation leave for up to one year, where required by business demands. Vacation days carried over from previous years that remain unused after one year are forfeited.

Personal Days: The Administrator shall receive three (3) personal days per fiscal year. All unused personal days will be transferred to sick days on June 30th of each year. Unused personal days may be converted to family illness days to a maximum of 5 family illness days.

Sick Days: The Administrator shall receive twelve (12) sick days per fiscal year. All unused sick days as of June 30th of each year may be carried over to the next fiscal year and accumulated from year to year.

Authorized Absence Other than Sick Leave:

1. Bereavement Days:
 - a. Up to five (5) days at any one time in the event of the death of an Administrator's parent, spouse, child, legal guardian, brother, sister, grandparent, grandchild, father-in-law, mother-in-law, or any other member of the immediate household. Bereavement leave may be taken on a non-consecutive basis provided that the leave is used within one calendar month of the date of death and that the leave is approved by the Superintendent.
 - b. Two (2) days will be granted for brother-in-law, sister-in-law, son-in-law, and daughter-in-law. Bereavement leave may be taken on a non-consecutive basis provided that the leave is used within one calendar month of the date of death and that the leave is approved by the Superintendent.
2. *Subpoena* – The Administrator subpoenaed by an official or department of government or by Court Clerk (not an attorney) as a witness, will be granted the day's leave necessary to serve as a witness (not an observer), and the differential payment will be made between the employee's regular contracted salary and the court's per diem stipend. Except no differential payment shall be made in those cases when the employee and the Board are legal adversaries. The Administrator must submit a copy of the subpoena prior to the approval of the leave.

Other Benefits: The Board shall provide and pay for the following:

- a. Smart cell phone and tablet and hardware for District business and incidental personal use;
- b. A laptop computer with necessary peripheral devices for District business transacted at home and incidental personal use. This includes a wireless device on the District's cellular network for conducting District business.
- c. Mileage reimbursement for the use of the Administrator's personal vehicle in performance of his duties under this Employment Contract. Mileage reimbursement shall be in compliance with Board policy; N.J.S.A. 18A:11-12; OMB Circulars, and N.J.A.C. 6A:23A-3.1(e)3.

It is understood that such District equipment shall remain the property of the Board of Education and shall be returned to the District upon the termination or expiration of this Employment Contract.

8. **SCHOOL CALENDAR**

The Administrator shall be entitled to the following holidays:

- New Year's Day, Good Friday, Memorial Day; Juneteenth; July 4th; Labor Day; Thanksgiving; the day after Thanksgiving; Christmas Eve; Christmas Day; the day after Christmas; New Year's Eve
- and the following holidays, unless these days are scheduled as school days for students: Martin Luther King, Jr Birthday; President's Day; Columbus Day; NJEA Convention Days
- Other single days school is not in session as noted on the Board adopted calendar for the school year. Consecutive days not in session are considered school vacations.
 - School vacations are considered days off.

9. **SEPARATION FROM SERVICE**

Unused Vacation: Upon retirement or resignation the Administrator shall be entitled to payment of unused vacation days. This includes any unused carryover from the previous year. Any unused vacation days from the twenty (20) vacation days granted on July 1 of the current fiscal year shall be prorated to the date of separation. These days shall have a per diem rate of 1/260th of the annual salary and shall be consistent with *Title 18A:30-9*. In the event of the death of the administrator, all unused vacation days will be paid to the administrator's estate.

Unused Sick Time: Upon retirement from the Burlington Township School District, the Administrator shall be eligible to redeem unused sick leave at the rate of \$50.00 per day with a maximum of 325 days. After the Administrator reaches his 15th year in the District this rate will go to \$100.00 per day with a maximum of 325 days. Any payment made shall not exceed fifteen thousand dollars (\$15,000.00).

10. **PROFESSIONAL LIABILITY**

The Board agrees that it shall defend, hold harmless, and indemnify the Administrator from any and all demands, claims, suits, actions, and legal proceedings brought against the Administrator in his individual capacity or in his official capacity as agent and/or employee of the Board, provided the incident arose while the Administrator was acting within the scope of his employment; and, as such, liability coverage is within the authority of the Board to provide under State law.

11. **BOARD SECRETARY**

If so appointed, the Administrator will assume the office of Secretary of the Board of Education and perform the duties associated with said office without further or additional compensation.

12. **AGREEMENT AND SAVING CLAUSE**

This contract embodies the whole agreement between the Board and the Administrator and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. This contract may not be changed except by a writing signed by the party against whom enforcement thereof is sought. If during the term of this contract, it is found that a specific clause of the contract is illegal in federal or state law, the remainder of the contract not affected by such a ruling, shall remain in force.

WHEREAS, this Employment Contract has been approved by a vote of the Members of the Burlington Township Board of Education at its meeting of **May 10, 2023** and has been made a part of the minutes of that meeting.

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

By _____ Date _____
School Business Administrator/Board Secretary

By _____ Date _____
Board of Education President

By _____ Date _____
Board of Education Witness (Negotiations Committee Chair)