

CONTRACTUAL AGREEMENT

Made this 25th day of June 2009

BETWEEN

**THE BOARD OF EDUCATION OF THE TOWNSHIP OF LAKEWOOD,
hereinafter referred to as the "Board,"**

AND

ROBERT S. FINGER, hereinafter referred to as the "Business Administrator/Board Secretary"

Article I

Robert S. Finger is hereby employed by the Board as and for the Business Administrator. The Business Administrator represents that, if required, he has the required certificates issued by the State of New Jersey for this position. Should that certificate be revoked during the term of this contract, the contract shall be null and void.

The Business Administrator and the Lakewood Board of Education recognize that the primary goal of the Lakewood Public Schools is to provide its students with the highest quality educational experience possible. To that end, the Business Administrator and the Lakewood Board of Education also recognize that all individuals engaged in supporting and/or providing instruction to the Lakewood student body should exhibit personal and professional accountability for the educational growth and success of the students in their charge. Further, the Business Administrator will work under the direction of the Superintendent of Schools and within his or her area of responsibility in an attempt to develop and implement an ongoing District plan "to close the achievement gap" for the students of the Lakewood Public Schools.

Article II

Terms and Conditions

This contract is for one year in accordance with PL 2007 C. 92.

The Business Administrator shall be employed by the Board for the school year commencing the 1st day of July, 2009 and shall continue for a period ending June 30, 2010, unless this Agreement is terminated as provided herein.

The Business Administrator shall be available, if requested, for all regular and special meetings of the Board, such committee meetings which shall require his attendance, and at such other times as directed by the Superintendent. The Business Administrator shall perform his duties as directed by the Superintendent of Schools/Designee.

Article III

Hours and Work Year

The Business Administrator shall devote his full time efforts to the position. The required hours of work will be eight (8) hours per day, forty (40) hours per week, except for summer hours as explained below. The Business Administrator's time shall be flexible as required to meet the needs of the school district.

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Summer hours will be five (5) hours per day, twenty-five (25) hours per week from Monday through Friday commencing July 1st and ending with the last five (5) full work days prior to the opening of school in September.

Holidays will be consistent with the school calendar while school is in session. Outside the regular school calendar, the 4th of July and Labor Day will be considered holidays.

The work year for all calculation purposes will be considered to be 260 days in accordance with PL 2007 C. 92 and shall be the basis for calculating *per diem* rate of pay.

Article IV Compensation/Salary

The Business Administrator shall be paid an annual salary in the amount of: \$160,800.00

That amount is not inclusive of the following:

- Non-cumulative compensation for serving as a designated "Assistant Custodian of Records" in the amount of one thousand two hundred dollars (\$1,200.00).

The total annual salary shall be \$162,000.00

The parties specifically agree that the salary for subsequent years shall be negotiated between the parties.

Article V Termination

This Agreement may be terminated by the Business Administrator or the Board of Education upon sixty (60) days' written notice by one party to the other party of the intent to terminate.

Article VI Miscellaneous

A. The Business Administrator shall be entitled to tuition reimbursement for a maximum of six (6) credits per school year up to a maximum as determined by the tuition cost per credit as charged by Rutgers University. All course credits should receive prior approval of the Superintendent of Schools.

B. Mileage shall be reimbursed for out of district travel consistent with NJ OMB Circular rate of \$.31 (thirty-one cents) per mile for district related business only in accordance with PL 2007 C.92. The Business Administrator shall provide to the superintendent/designee vouchers documenting all mileage submitted.

C. The Board agrees to provide The Business Administrator with the full cost of membership with the "New Jersey Association of School Business Officials" and its parent organization the "Association of School Business Officials International".

Article VII Vacations

The Business Administrator will be eligible for twenty (20) vacation days per year, which shall be calculated based upon actual months of service at the rate of 1 and 2/3 days per month. Vacation days must be approved by the Superintendent of Schools. Vacation shall be used after July 1st of the succeeding year to the year for which it has been earned, and no vacation days shall be accumulated without prior approval of the Superintendent of Schools and if accrued, shall become payable upon retirement at his then *per diem* rate of pay.

In accordance with PL 2007 C. 92, unused vacation may be carried over one year. In addition, should the Business Administrator pass away during the school year and there are unused vacation days, payments shall be made to his estate. The payment amount shall be calculated based on the per diem rate of pay.

Article VIII
Sick Leave

The Business Administrator shall be entitled to twelve (12) sick days per year which shall be granted for the ensuing year on July 1st of each school year, and unused days shall be cumulative.

Article IX
Personal Days

The Business Administrator shall be entitled to five (5) days of personal leave annually. The request for leave must be given forty-eight (48) hours in advance except in the case of emergencies.

Unused personal days cannot be used in subsequent years, however, all cumulative unused days shall become payable upon retirement at his then *per diem* rate of pay and in accordance with the terms as outlined in Article XII.

Personal leave without pay may be requested by the Business Administrator, and may be granted at sole discretion of the Superintendent of Schools/Designee.

The Business Administrator shall be granted personal days before and after vacations and holidays, subject to the discretion of the Superintendent/Designee.

Article X
Death in the Immediate Family

The Business Administrator shall be allowed five (5) days without loss of pay at the time of death in the immediate family. The immediate family shall include: father, mother, spouse, child, brother, sister, father-in-law, mother-in-law, grandparent, and grandchild.

In the event the Business Administrator has used all his personal leave days and must have additional leave to attend the funeral of a person in the immediate family, such leave may be granted by the Superintendent/Designee, with pay, at not less than one (1) day, and up to three (3) days depending upon the circumstances.

Article XI
Insurances

The Board of Education shall pay full premium costs for the Business Administrator and dependents for medical and prescription benefits according to his selected plan under the New Jersey State Health Benefits Program or its equivalent, which is the same as for all other eligible employees.

The Board shall pay premium costs for the Business Administrator and dependents as outlined in the Delta Dental Plan or its equivalent, which is the same as for all other eligible employees.

The Board will pay premium costs of optical care for the Business Administrator and his dependents as outlined in Plan C in the Vision Service Plan or its equivalent, which is the same as for all other eligible employees.

The Business Administrator shall annually contribute the following percentage of his base salary toward the cost of dental and optical insurance:

- ~~100%~~ ^{125%} of annual base salary

All described insurance benefits are the same as those provided to all other district employees, and may be replaced by the Board with comparable coverage.

The parties specifically agree that the extent of coverage and employee contributions for subsequent contracts shall be negotiated between the parties.

Article XII
Retirement Benefits

The Business Administrator, upon retirement from the District, shall be compensated for service to the district pursuant to the following and in accordance with regulations promulgated under PL2007 C. 92:

1. Individuals who provide notice by January 15th of a retirement date no sooner than June 30th, but no later than September 1st of the same calendar year shall be entitled to a lump sum payment amount equivalent to fifty percent (50%) of the total number of accumulated unused sick and personal leave days times the per diem average of the current annual salary as of the date of retirement.
2. Individuals who retire in a manner which is not in keeping with the terms stated in #1 above shall be entitled to a lump sum payment amount equivalent to forty percent (40%) of the total number of accumulated unused sick and personal leave days times the per diem average of the current annual salary as of the date of retirement. Payment shall be made no later than January 1st of the next calendar year.
3. Payment for unused sick leave only shall not exceed \$15,000 in accordance with PL 2007 C. 92.

Article XIII
Death Benefits

Should the Business Administrator pass away while an active employee of the District, a lump sum payment in an amount equivalent to the sum of all accumulated vacation days shall be paid by the Board of Education to the Business Administrator's estate. All vacation days will be calculated based upon a current *per diem* rate with payment being made on the next regularly scheduled pay date.

In witness whereof the parties have affixed their respective signatures: See Below

7-27-'09 [Signature]
DATE BOARD PRESIDENT

7-27-09 [Signature]
DATE BOARD SECRETARY

7-27-09 [Signature]
DATE BUSINESS ADMINISTRATOR

* This Contract is dependent on there being a surplus for 2008-09 school year. [Signature]