

# WATERFORD TOWNSHIP BOARD OF EDUCATION

## EMPLOYMENT CONTRACT

The Board of Education of the Waterford Township School District in the County of Camden (hereinafter "Board") and Daniel J. Fox (hereinafter "School Business Administrator/Board Secretary"), who resides at 120 Newport Road, Sicklerville, NJ 08081, hereby enter into this Employment Contract for the school year effective July 1, 2016.

### 1. COMPENSATION

The Board of Education shall pay the School Business Administrator/Board Secretary a yearly salary of \$140,591.33. Said salary shall be for the time period commencing on July 1, 2016 and ending on June 30, 2017.

### 2. SALARY DEDUCTIONS

Salary deductions will be made from the School Business Administrator/Board Secretary's paycheck in a manner consistent with other employees of the Board.

### 3. WORK DAY

The workday for the School Business Administrator/Board Secretary shall be similar to other administrative personnel except it is understood that the School Business Administrator/Board Secretary is employed for specific tasks and is expected to work beyond the regular workday in order to accomplish such tasks when necessary. Such employment shall be considered part of the contract and no additional remuneration shall be provided.

### 4. PERFORMANCE

The School Business Administrator/Board Secretary agrees to faithfully perform the duties of the position as set forth in the job description for the position and in accordance with

all applicable laws, regulations, policies and directives. The School Business Administrator/Board Secretary shall maintain his license as a certified public accountant.

In the event that the School Business Administrator/Board Secretary shall lose his certification as a school business administrator, then this contract shall become null and void.

5. VACATION

A. The School Business Administrator/Board Secretary shall be entitled to twenty (20) vacation days per school year.

B. Any vacation days remaining on June 30 shall be lost. The Superintendent may grant permission to carry over up to five (5) days which must be used by August 31.

C. In figuring vacations, Saturdays, Sundays and legal holidays shall not be counted.

D. In case of any year in which the School Business Administrator/Board Secretary retires or resigns, vacation days earned shall be prorated for that year. Upon separation, the School Business Administrator/Board Secretary shall be paid for all accrued and unused vacation days at a daily rate calculated by dividing the annual salary by 260.

6. HOLIDAYS

A. The School Business Administrator/Board Secretary shall be entitled to be off with pay on the following holidays:

Independence Day

Labor Day

Columbus Day

General Election Day

NJEA Convention

Veterans Day

Thanksgiving  
Friday after Thanksgiving  
Winter Recess  
Martin Luther King's Birthday  
Presidents Day  
\* Lincoln's Birthday  
Spring Recess  
Memorial Day

\* May be celebrated as part of Spring Recess.

Exceptions: If a holiday falls on a Saturday, it shall be celebrated on a Friday; if it falls on a Sunday, it shall be celebrated on a Monday.

7. PERSONAL LEAVE

The School Business Administrator/Board Secretary shall be entitled to three (3) personal days with pay. Unused personal days shall be converted to sick days.

8. SICK LEAVE

A. Sick leave is hereby defined to mean absence from the School Business Administrator/Board Secretary's post of duty because of personal disability due to illness, injury or because the School Business Administrator/Board Secretary has been excluded from school by the school's medical authorities on account of a contagious disease or of being quarantined for such a disease.

B. The School Business Administrator/Board Secretary shall be entitled to twelve (12) sick days per year with pay.

C. Unused sick days shall be accumulative to a maximum of two hundred (200) days.

D. Upon retirement, the School Business Administrator/Board Secretary shall be paid for any unused sick days calculated by multiplying the annual salary by .0015 to a maximum of \$15,000.00.

9. INSURANCE

The School Business Administrator/Board Secretary shall be entitled to the following benefits:

A. Enrollment in the New Jersey State Health Benefits Plan family coverage which shall include the prescription insurance offered by New Jersey State Health Benefits Plan, full family dental insurance coverage through Delta Dental and enrollment in the VSP vision plan.

~~Effective July 1, 2011,~~ the School Business Administrator/Board Secretary shall abide by Chapter 78, P.L. 2011 pertaining to a percentage of premiums determined by salary per state regulations by payroll deduction to offset the cost of medical benefits.

**The School Business Administrator/Board Secretary otherwise entitled to insurance coverage shall have the option to withdraw from any such coverage and to be paid a sum equal to 50% of the board share of the premium. The maximum amount of premium payment for health and prescription shall be \$5,000. All withdrawals from insurance coverage shall be for a minimum of one (1) year. The cash payment shall be in the form of a stipend payable semi-annually on December 15 and June 15.**

B. Enrollment is a disability insurance policy through Unum Disability Insurance. The School Business Administrator/Board Secretary may waive this coverage and receive a cash payment of fifty percent (50%) of the cost of coverage.

10. TRAVEL

The Board shall reimburse the School Business Administrator/Board Secretary for use of his personal automobile for school business at the rate in accordance with board policy and

pursuant to applicable law and regulation and is reimbursed at a rate of \$.31 and/or “in accordance with 08-19 OMB-Circular.”

11. TERMINATION

~~During the period of tenured status for the School Business Administrator/Board Secretary, he shall provide the Board with not less than sixty (60) days notice of intent to resign. Notice shall be in writing. In the event the certificate of the School Business Administrator/Board Secretary is revoked during the time frame of this contract, the contract is null and void as of the date of revocation.~~

**This Employment Contract may be terminated by:**

- A. Mutual agreement by the parties**
- B. Unilateral termination by the School Business Administrator upon 60 days’ written notice to the Board; or**
- C. Termination by the Board for inefficiency, incapacity, misbehavior, conduct unbecoming a School Business Administrator or other just cause and only the manner mandated by New Jersey Tenure Hearing Law.**

12. PROFESSIONAL ASSOCIATIONS

The Board agrees to pay full dues and fees of the School Business Administrator/Board Secretary to the CCASBO, NJASBO and ASBO International.

13. PROFESSIONAL DEVELOPMENT

A. The School Business Administrator/Board Secretary shall be entitled to attend the annual workshop of the NJASBO, one other in-state conference of his choice and one out-of-state conference of his choice. Registration, travel, lodging and meal expenses shall be paid by the Board in accordance with Board policy, NJAC 6A:23A-3.1 (e) 3, NJSA 18A:11-12 and applicable OMB Circulars.

B. The Board agrees to pay the full cost of registration and other reasonable expenses incurred in order for the School Business Administrator/Board Secretary to attend educational conferences, seminars, workshops and other professional meetings, visit other school systems and use other means to keep abreast of modern educational thoughts and practices **in accordance with Board policy, NJAC 6A:23A-3.1 (e) 3, NJSA 18A:11-12 and applicable OMB Circulars.** Prior Board approval is needed for any sum over Fifty Dollars (\$50.00). Mileage allowance shall be as specified by the Board,

C. Graduate Courses

(1) The Board agrees to pay the cost of two graduate courses per calendar year for the School Business Administrator/Board Secretary. No tuition aid will be provided unless it culminates in acquisition of a graduate degree from an accredited institution. Receipts and satisfactory completion of the course are required (grade report or transcript if requested).

(2) Approval for courses shall be by the Superintendent.

D. Continuing Education

In lieu of graduate courses, the School Business Administrator/Board Secretary may substitute educational conferences, seminars, workshops and other professional meetings needed to maintain his license as a certified public accountant. In no case shall the cost of the graduate courses plus the Continuing Professional Education (CPE) courses exceed the cost of two graduate courses at State of New Jersey rates. Workshops in sections A and B of Section 13 shall not be included in this cap.

14. PROFESSIONAL LIABILITY

A. The Board agrees that it shall defend, hold harmless and indemnify the School Business Administrator/Board Secretary from any and all demands, claims, suits, actions and legal proceedings brought against the School Business Administrator/Board Secretary in his individual capacity or in his official capacity as agent and/or employee of the Board provided the incident arose while the School Business Administrator/Board Secretary 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.

B. The Board will provide the School Business Administrator/Board Secretary with professional liability insurance in an amount equal to that provided to Board members. The premium is to be paid by the Board.

15. PROVISIONS

The provisions of this contract shall continue in effect beyond the termination date as the policy of the Board, unless and until any provisions are modified by formal action of the Board.

16. COMPLETE AGREEMENT

This Employment Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties.

17. 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 otherwise prohibited by law, the terms of this Employment Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the contract.

18. SAVINGS CLAUSE

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the \_\_\_\_\_ day of \_\_\_\_\_.

ATTEST:

WATERFORD TOWNSHIP  
BOARD OF EDUCATION

\_\_\_\_\_  
Jason Eitner  
Superintendent of Schools

BY: \_\_\_\_\_  
Terri Chiddenton  
Board President

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Daniel J. Fox  
School Business Administrator/  
Board Secretary



### P 5519 DATING VIOLENCE AT SCHOOL

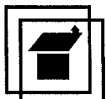
The Board of Education believes a safe and civil environment in school is necessary for children to learn. A pupil who is a victim of dating violence suffers academically and the pupil's safety at school is jeopardized. Acts or incidents of dating violence at school whether they are verbal, sexual, physical, or emotional will not be tolerated and will be dealt with in accordance with the school's pupil code of conduct.

All school staff members (administrative staff, instructional staff, support staff, and volunteers) shall take all reasonable measures to prevent acts or incidents of dating violence at school involving a pupil. All acts or incidents of dating violence at school shall be reported to the Principal or designee in accordance with the provisions outlined in Regulation 5519. A verbal report shall be made to the Principal or designee as soon as possible, but no later than the end of the pupil's school day when the staff member witnesses or learns of an act or incident of dating violence at school. A written report regarding the act or incident shall be submitted to the Principal or designee by the reporting staff member no later than one day after the act or incident occurred.

School staff members are required to report all acts or incidents of dating violence at school they witness or upon receiving reliable information concerning acts or incidents of dating violence at school. Acts or incidents may include, but are not limited to: those characterized by physical, emotional, verbal, or sexual abuse; digital or electronic acts or incidents of dating violence; and/or patterns of behavior which are threatening or controlling.

The Board of Education, upon the recommendation of the Superintendent of Schools, shall adopt the guidelines and procedures outlined in Regulation 5519 for responding to acts or incidents of dating violence at school. The protocols outlined in Regulation 5519 have been established for any school staff member who witnesses or learns of an act or incident of dating violence at school and for school administrators to work with the victim and the aggressor of an act or incident of dating violence.

Dating violence statements and investigations shall be kept in files separate from pupil academic and discipline records to prevent the inadvertent disclosure of confidential information. Every act or incident of dating violence at school that is reported shall be documented in an appropriate manner. This should include statements, planning actions, and disciplinary measures as well as counseling and other support resources that are offered and prescribed to the victim or aggressor.



School administrators shall implement discipline and remedial procedures to address acts or incidents of dating violence at school consistent with the school's pupil code of conduct. The policies and procedures specific to acts or incidents of dating violence at school shall be used to address the act or incident as well as serve as remediation, intervention, education, and prevention for all individuals involved. The responses shall be tiered with consideration given to the seriousness and the number of previous occurrences of acts or incidents in which both the victim and alleged aggressor have been involved.

Consequences may include, but are not limited to: admonishment, temporary removal from the classroom, classroom or administrative detention, in-school suspension, out-of-school suspension, reports to law enforcement, and/or expulsion. Retaliation towards the victim of any act or incident of dating violence shall be considered when administering consequences to the alleged aggressor based on the severity of the act or incident.

Remediation/intervention may include, but is not limited to: parent conferences, pupil counseling (all pupils involved in the act or incident), peer support groups, corrective instruction or other relevant learning or service experiences, supportive pupil interventions (Intervention and Referral Services - I&RS), behavioral management plans, and/or alternative placements.

A pattern of behaviors may be an important sign a pupil is involved in an unhealthy or abusive dating relationship. The warning signs listed in Regulation 5519 shall educate the school community on the characteristics that a pupil in an unhealthy or abusive relationship may exhibit. Many of these warning signs make a connection to one pupil in the relationship asserting control and power over the other. Recognizing one or more signs of teen dating violence plays an important role in preventing, educating, and intervening in acts or incidents of dating violence.

~~The Board of Education shall make available to pupils and their families information on safe, appropriate school, family, peer, and community resources available to address dating violence.~~

~~The Board of Education shall incorporate age appropriate dating violence education in grades seven through twelve through the health education curriculum in alignment with the New Jersey Core Curriculum Content Standards for Comprehensive Health and Physical Education. The educational program shall include, but is not limited to, a definition of dating violence, recognizing the warning signs of dating violence, and the characteristics of healthy relationships.~~



STUDENTS

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Dating Violence at School

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~~Upon written request to the school Principal, a parent/legal guardian of a pupil less than eighteen years of age shall be permitted, within a reasonable period of time after the request is made, to examine the dating violence education instruction materials developed by the school district.~~

~~Notice of Policy and Regulation 5519 shall appear in all district publications that set forth the comprehensive rules, procedures, and standards of conduct for pupils within the district and in any handbook.~~

N.J.S.A. 18A:35-4.23a.; 18A:37-33; 18A:37-34; 18A:37-35;

18A:37-37

New Jersey Department of Education Model Policy and Guidance  
for Incidents Involving Dating Violence – September 2011

Adopted: 25 June 2014

**Revised: 17 August 2016**

