

CONTRACT OF EMPLOYMENT

THIS CONTRACT OF EMPLOYMENT is made and entered into this 13th day of June, 2023 by and between the **RUMSON-FAIR HAVEN REGIONAL BOARD OF EDUCATION**, with offices located at 74 Ridge Road, Rumson, New Jersey 07760 (hereinafter “the Board”)

and

SEAN CRANSTON, whose position is to be the School Business Administrator/Board Secretary (hereinafter “Business Administrator”).

WITNESSETH

THIS CONTRACT OF EMPLOYMENT replaces and supersedes all prior Contracts of Employment between the parties thereto. Signature of this Contract of Employment constitutes assent to a rescission of any and all prior Contracts of Employment as well as agreement to the terms herein.

WHEREAS, the Board and the Business Administrator believe that a written Contract of Employment is necessary to specifically describe their relationship and to serve as the basis of effective communication between them; and

WHEREAS, the Board offered Mr. Cranston the position of School Business Administrator/Board Secretary, and he has accepted the Board’s offer; and

WHEREAS, the Business Administrator is the holder of an appropriate certificate as prescribed by the State Board of Education and as required by N.J.S.A. 18A:17-17; and

WHEREAS, the Board approved the terms of this Contract of Employment by a vote of its members at a regularly scheduled meeting on June 13th, 2023 and has authorized the President of the Board to execute this Contract of Employment.

NOW, THEREFORE, the Board and the Business Administrator, for the consideration herein specified, agree as follows:

1. **TERM**

The Board hereby agrees to employ Mr. Sean Cranston as the School Business Administrator/Board Secretary of the Rumson Fair-Haven Regional Board of Education for the period beginning on July 1, 2023 and expiring at midnight on June 30, 2024.

2. **CERTIFICATION AND RESPONSIBILITIES**

A. Certification:

The Business Administrator shall maintain a current and valid certificate issued by the New Jersey Department of Education for the position of School Business Administrator/Board Secretary. In the event the Business Administrator's certificate issued by the Department of Education is revoked, this Contract of Employment is null and void as of the date of the certificate revocation.

The Business Administrator further agrees to comply with all other legal requirements respecting the employment of a Business Administrator.

B. Duties:

The Business Administrator shall devote his full time, skill, labor, and attention to his employment with the Board during the term of this Contract of Employment and he shall perform all of the duties set forth in the District's job description.

The Business Administrator shall not undertake any work as a consultant or be involved in other professional duties for remuneration if such engagements or duties would in any manner interfere with his performance of the duties and responsibilities set forth in this Contract of Employment, except with the prior approval and authorization of the Superintendent of Schools.

3. **PROFESSIONAL GROWTH OF SCHOOL BUSINESS ADMINISTRATOR/
BOARD SECRETARY**

The Board encourages the continuing professional growth of the Business Administrator through his participation as he and the Superintendent might decide, in light of his responsibilities as the Business Administrator, in the following ways:

- A. The operations, programs and other activities conducted or sponsored by local, state and national school administrator and/or school board associations, including but not limited to, conferences, conventions, and workshops;
- B. Seminars and courses offered by public or private educational institutions;
- C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Business Administrator to perform his professional responsibilities for the Board;
- D. Visits to other institutions; and
- E. Other activities promoting the professional growth of the Business Administrator.

Expenses for meals, lodging, registration, and transportation for national conventions of recognized educational associations, workshops, seminars, and institutes to enhance the Business Administrator's knowledge and expertise in the field of education and administration shall be paid for/reimbursed by the Board in accordance with law. Such payments or reimbursements, shall be made in accordance with OMB travel circular provisions, the general requirements of N.J.S.A. 18A:11-12, Board policy, and upon prior approval of the Superintendent and the Board. The Business Administrator shall follow Board policy and applicable law in supplying the necessary documentation for reimbursement.

4. **COMPENSATION**

A. Salary:

The Board shall pay the Business Administrator an annual salary of One Hundred Seventy-Five Thousand One Hundred Dollars (\$175,100) for the term of this Contract of Employment.

The annual salary shall be paid to the Business Administrator in accordance with the payroll schedule for other certified employees.

B. Other Provisions:

During the term of this Contract of Employment, including any extension thereof, the Business Administrator shall not be reduced in compensation, including salary and benefits. Any adjustment in salary made during the life of this Contract of Employment shall be in the form of an amendment, shall not be deemed that the Board and the Business Administrator have entered into a new Contract of Employment, and shall require the prior approval of the Executive County Superintendent.

5. **BENEFITS**

A. Vacation Days/Holidays:

The Business Administrator shall be granted twenty-four (24) vacation days annually, calculated and prorated on an annualized basis, all of which shall be available to the Business Administrator at the start of the Contract of Employment. The Board, through its Business Office, shall be responsible for maintaining written documentation of the Business Administrator's earned, used, and accrued vacation days.

If business demands prohibit the Business Administrator from using all of his allotted vacation days in a given year, with the prior approval of the Superintendent, he may carry over up to twenty-four (24) unused vacation days to be used during the next year pursuant to law. Any vacation days carried over from the previous year that are not used shall be forfeited.

If the Business Administrator does not complete the Contract of Employment year, the number of vacation days shall be prorated at 2.0 vacation days per month for the completed months of service. If the Business Administrator utilized days in excess of this rate, compensation for those days shall be deducted from the Business Administrator's last check.

The Business Administrator shall be entitled to paid holidays as follows:

New Year's Day	Labor Day
Martin Luther King's Birthday	Rosh Hashanah and Yom Kippur*
Good Friday*	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
Independence Day	December Holiday Recess (including
Christmas Day)	

*if school is not in session on that day

Approval for specific paid leave days not otherwise outlined herein as designated paid holidays, paid recess days, or authorized paid leave days must be approved by the Superintendent and the Board.

B. Personal Days:

The Business Administrator shall be granted three (3) personal days annually, without loss of salary, calculated and prorated on an annualized basis, all of which shall be available to the Business Administrator at the start of this Contract of Employment and without explanation as to the reason for the personal days. Personal days shall be used to conduct personal matters which require absence during school hours. Requests for such leave must be made to the Superintendent at least one (1) week in advance of the intended day and the Superintendent shall respond within three (3) school days of the request, where possible. In the case of an emergency, personal days may be used without the required notification. Upon the exhaustion of the contractual personal leave days noted herein, additional time may be granted to the Business Administrator for good cause and at the discretion of the Superintendent.

Up to three (3) unused personal days at the end of each Contract of Employment year shall convert to sick days and accumulate in accordance with law. In no case shall the Business Administrator accumulate more than fifteen (15) sick days in any given Contract of Employment year.

C. Sick Leave:

The Business Administrator shall be granted twelve (12) sick days annually, calculated and prorated on an annualized basis, all of which shall be available to the Business Administrator at the start of this Contract of Employment. The unused portion of such

leave, at the end of any year, shall be cumulative. Unused sick leave may be accumulated from year to year. The Business Administrator shall confirm absences resulting from personal illness in accordance with District policies. The Business Office shall maintain records regarding the number of sick days used by the Business Administrator in each Contract of Employment year.

D. Bereavement Leave:

The Business Administrator shall be granted up to five (5) bereavement days annually, with pay in the event of the death of a member of the Business Administrator Business Administrator's immediate family. For purposes of this Contract of Employment "immediate family member" shall be defined as the Business Administrator's spouse, child, son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law, mother-in-law, grandparent, father, mother, brother, sister or other relative whose residence is within the household of the Business Administrator. The Business Administrator shall be granted one (1) day per school year in the event of a death of a friend or relative outside his immediate family as defined above.

E. Health Benefits:

The Board shall provide health benefits coverage (including Medical, Dental, Prescription and Vision coverage) for the Business Administrator, his spouse, and his dependents. With respect to medical and prescription coverage, the Business Administrator shall be responsible for contributing an amount established by P.L. 2020, Chapter 44. With respect to dental and vision coverage, the Business Administrator shall bear responsibility for contributing and amount established by P.L. 2011, Chapter 78 (Tier IV) toward payment of dental and vision premiums. The contribution shall be made through payroll deduction.

The Business Administrator may voluntarily waive components or all of his health benefit programs (Medical, Dental, Prescription, or Vision) on an annual basis. If the Business Administrator elects to waive medical insurance coverage, he must provide written representation of alternate medical insurance coverage to the Board. Waiver of prescription plan does not allow for claims of prescription on the Business Administrator's medical plan. If the Business Administrator chooses to waive components or all of his health benefit programs (Medical, Dental, Prescription, or Vision), he must elect the waiver option by the beginning of each school year. The waiver of health insurance benefits is contingent upon the Board's insurance carrier's regulations and confirmation from the insurance carrier that waiver of Business Administrator's health insurance benefits will not increase the premium for coverage. If the Business Administrator chooses to waive health insurance coverage, and is eligible to waive same based upon the conditions set forth herein, he shall be entitled to 25% or \$5,000, whichever is less, of the amount saved by the Board. Waivers paid for less than one year shall be prorated. A waiver shall be effective for one year and must be renewed annually. The Board agrees to establish a Section 125 Plan for contribution, where allowable by law, towards health insurance plans.

F. Membership Fees:

The Board shall pay one-hundred (100%) percent of the Business Administrator's membership fees and/or charges to any local, state, national, and other professional organizations which he and the Superintendent deem necessary to maintain and/or improve his professional skills.

G. Expense Reimbursement:

The Board shall reimburse the Business Administrator for expenses incurred for travel and sustenance in the performance of the Business Administrator's duties under this Contract of Employment in accordance with law. Mileage shall be paid from mileage vouchers according to "New Jersey Office of Management and Budget" (OMB) rates per mile. The Business Administrator shall be reimbursed for expenses pursuant to Board policy, upon prior approval of the Superintendent and the Board, and pursuant to N.J.S.A.18A:11-12 and regulations promulgated thereunder.

H. Laptop Computer/iPad:

The Board shall supply the Business Administrator with the use of a Laptop Computer/iPad (with Internet access) for the Business Administrator to carry out his duties as Business Administrator and use for Board business purposes only. The Laptop Computer/iPad shall remain the property of the Board and shall be returned to the Rumson-Fair Haven School District at the end of the Business Administrator's employment with the Board. The Board shall be responsible for all maintenance and software updates associated with the Laptop Computer/iPad. The Laptop Computer/iPad shall be replaced as necessary throughout the term of this Contract of Employment.

I. Cellular Telephone/Blackberry/Equivalent Technology Device:

The Board shall supply the Business Administrator with the use of a Cellular Telephone/Blackberry/Equivalent Technology Device (with cellular connectivity and data service) for the Business Administrator to carry out his duties as Business Administrator and use for Board business purposes only. The Cellular Telephone/Blackberry/Technology Equivalent Device shall remain the property of the Board and shall be returned to the Rumson-Fair Haven School District at the end of the Business Administrator's employment with the Board. The Board shall be responsible for all maintenance and software updates associated with the Cellular Telephone/Blackberry/Equivalent Technology Device. The Cellular Telephone/Blackberry/Equivalent Technology Device shall be replaced as necessary throughout the term of this Contract of Employment.

J. Disability Income-Protection Insurance:

The Board shall provide the Business Administrator through payroll as a taxable benefit an income disability policy during the term of this Contract of Employment. The amount of said policy shall not exceed Two Thousand One Hundred (\$2,100.00) Dollars.

K. Summer Hours:

There shall be a four-day summer work schedule for the Business Administrator. The terms of the program are as follows:

From July 1 through August 1, the Business Administrator shall work a seven (7) hour and thirty (30) minute workday. The 5th weekday removed from the schedule will be Friday.

L. Mentoring:

The Board will pay for or reimburse the Business Administrator for costs associated with the state required mentoring program. Any payments or reimbursements shall be made in accordance with Board policy.

6. RETIREMENT OR SEPARATION FROM SERVICE

A. Accumulated Unused Sick Days:

Upon the Business Administrator's retirement from employment with the District, the Board will pay all unused, accumulated sick days earned while an employee of the Board, in accordance with law and with Article 5C above. Payment shall be calculated at the Business Administrator's daily rate of pay, based upon a 260-day work year, unless otherwise permitted by law, following his last day of employment. Pursuant to N.J.S.A. 18A:30-3.5, payment shall not exceed \$15,000.00.

Approved compensation shall be subject to prevailing withholding and social security taxes. Compensation shall be paid no later than forty-five (45) calendar days following the Business Administrator's effective date of retirement or on January 15 of the next calendar year following the Business Administrator's date of retirement.

B. Accumulated Unused Vacation Days:

Upon the Business Administrator's separation from employment with the District or retirement from employment with the District, the Board will pay all unused vacation days earned while an employee of the Board, in accordance with law. Payment shall be calculated at the Business Administrator's daily rate of pay, based upon a 260-day work

year, following his last day of employment. At no time shall the total number of compensated vacation days exceed forty-eight (48) vacation days. Payment by the Board to the Business Administrator for his unused vacation days shall be made within 45 days of his retirement or separation from employment.

C. Payment to Estate:

If the Business Administrator dies before his Contract of Employment year is completed, payment for any accumulated unused vacation days due to the Business Administrator shall be made to his estate in accordance with law.

7. **EVALUATION**

The Superintendent shall evaluate the performance of the Business Administrator in accordance with law.

8. **EXTENSION OF CONTRACT OF EMPLOYMENT**

Any extension of this Contract of Employment shall be by mutual agreement of the parties and must be set forth in a written agreement signed by the parties, and upon the prior approval of the Executive County Superintendent.

9. **TERMINATION OF CONTRACT OF EMPLOYMENT**

This Contract of Employment may be terminated by:

- A. Mutual agreement of the parties;
- B. Unilateral termination by the Business Administrator upon Sixty (60) days written notice to the Board;
- C. Unilateral termination by the Board upon Sixty (60) days written notice to the Business Administrator;
- D. In the event that the Business Administrator's certificate is revoked, this Contract of Employment shall become null and void as of the date of revocation; or
- E. Actions consistent with law.

10. **COMPLETE AGREEMENT**

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

11. **CONFLICTS**

In the event of any conflict between the terms, conditions and provisions of the Board's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Contract of Employment shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the contract of employment.

12. **MODIFICATION (COMPLETE AGREEMENT)**

Any proposed changes to this Contract of Employment are subject to the prior review and approval of the Executive County Superintendent.


13. **SAVINGS CLAUSE**

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

WHEREAS, the Business Administrator approves the terms and conditions of this Contract of Employment, and agrees to be bound by same;


WHEREAS, this Contract of Employment has been approved by a vote of the Members of the Board of Education at its meeting of June 13, 2023 said action having been made a part of the official minutes of that meeting.

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

 7/6/23
Witness:

 7/6/23
SEAN CRANSTON
School Business Administrator/
Board Secretary

 7/6/23
Witness:


ANNIE MCGINTY President
BOARD OF EDUCATION

