

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT is made and entered into this 1st day of July, 2018 between the Clinton Township Board of Education ("Clinton" or "Board") and **Richard J. Kilpatrick**.

WHEREAS, the Board wishes to retain **Mr. Kilpatrick as Business Administrator/Board Secretary** and he wishes to serve in that position; and

WHEREAS, the Board has previously adopted a resolution approving the terms of this Agreement.

NOW, THEREFORE, in exchange for the mutual promises expressed herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **TERM.** The Board, in consideration of the promises herein contained, hereby employs and Mr. Kilpatrick hereby accepts employment as Business Administrator for the period July 1, 2018 through December 31, 2018, or until the appointment of a successor or termination pursuant to Paragraph 2 herein.

2. **TERMINATION.** Notwithstanding the foregoing, either party may terminate this contract upon fifteen (15) working days written notice without cause and immediately by the Board for cause.

3. **CERTIFICATION AND RESPONSIBILITIES.**

A. **Certification.** The parties acknowledge that Mr. Kilpatrick possesses the appropriate school business administrator certification from the New Jersey Department of Education.

B. **Duties.** The School Business Administrator agrees to perform all the services and duties contained within his responsibilities as School Business Administrator and Board Secretary or imposed upon him by the State of New Jersey. His duties will include attendance at all monthly meetings of the Board of Education.

4. **SALARY.** The Board will pay Mr. Kilpatrick the sum of \$64,500 for the term established above and subject to early termination as provided above, payable in the same manner as the Board pays all employees.

5. **HEALTH BENEFITS.** Mr. Kilpatrick shall be eligible for health benefits to the same extent and on the same terms as other administrators in the District.

6. **HOLIDAYS and SICK LEAVE.** Mr. Kilpatrick shall be entitled to regularly scheduled District-recognized holidays with paid leave. He will also be entitled to one paid sick day per month, however, he will receive no compensation for unused sick days at the end of the contract term nor be compensated for accumulated sick time in the event of retirement.

7. **NO OTHER BENEFITS.** Mr. Kilpatrick shall not receive any other compensation from the Board, including, but not limited to vacation, personal or funeral/bereavement days and he shall not be entitled to any other employment benefits except as otherwise provided herein in paragraphs 5 and 6.

8. **PROFESSIONAL ORGANIZATION.** Mr. Kilpatrick will be entitled to join the New Jersey Association of School Business Officials ("NJASBO") and Hunterdon County School Business Administrators Association, and subject to Board approval, the Board may permit a reasonable amount of release time for him to attend the monthly county meetings and the NJASBO's annual meeting. The Board shall pay all necessary travel, registration and sustenance expenses in accordance with *N.J.S.A. 18A:11-12, N.J.A.C. 6A:23A-7.1, et seq.*, and Board policy.

9. **COMPUTER AND CELLULAR TELEPHONE.** The Board shall provide Mr. Kilpatrick with a computer and cellular telephone for his use when working outside of the office. The Board shall be responsible for maintaining such equipment.

10. **CRIMINAL BACKGROUND CHECK.** Mr. Kilpatrick has been subject to a successful criminal background check performed by the New Jersey Department of Education.

11. **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. This agreement supercedes all prior agreements, either written or verbal, expressed or implied of the parties. Any variation to the Contract must be submitted to the Executive County Superintendent for review and approval.

12. **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.

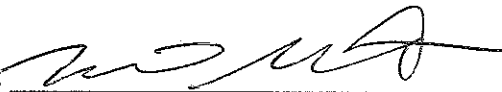
13. **SAVINGS CLAUSE.** If, during the term of this Employment Contract, it is found that a specific clause of the Employment Contract is illegal in Federal or State law, the remainder of the Employment Contract not affected by such a ruling shall remain in force.

14. **APPROVAL.** The parties acknowledge that this Contract must be approved by the Hunterdon County Executive Superintendent in accordance with applicable law and regulation.

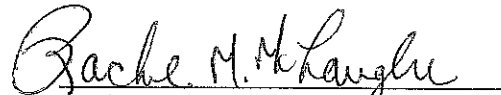
IN WITNESS WHEREOF, the undersigned have signed this Employment Contract effective on the day and year first above written.

CLINTON TOWNSHIP
BOARD OF EDUCATION

WITNESS

By: 

Maria Grant, President



Rachel McLoughlin, Vice President

Date: 7/2/18



Richard J. Kilpatrick

Date: July 1, 2018