

INTERIM BUSINESS ADMINISTRATOR "AMENDED" CONTRACT

Between: **THE BOARD OF EDUCATION OF THE CLINTON TOWNSHIP SCHOOL DISTRICT**, County of Hunterdon, State of New Jersey (hereinafter "Board"), a body corporate and politic with its principal place of business located at, 128 Cokesbury Road, Lebanon, New Jersey 08833;

and **Mark Kramer**, (hereinafter "Mr. Kramer"), an individual;

WHEREAS, the Board has the continuing need for a qualified individual to perform the duties of Interim Business Administrator during its ongoing search for a permanent Business Administrator and has the authority to make the appointment of a temporary officer in such position pursuant to *N.J.S.A. 18A:16-1.1*, Mr. Kramer wishes to accept and continue to serve in that position and continues to hold in good standing all necessary certifications and endorsements for such appointment; and

NOW THEREFORE in consideration of the mutual covenants and promises herein expressed, the parties hereby agree as follows:

1. **Appointment and Term:** Subject to Executive County Superintendent of Schools approval of this Agreement, the Board hereby makes the appointment of, and Mr. Kramer accepts the appointment, in the position of Interim Business Administrator for the period of July 1, 2020 through June 30, 2021 or until such time as the Board appoints a permanent Business Administrator and the permanent Business Administrator commences employment, except as otherwise provided herein. It is anticipated that Mr. Kramer will work an average of five (5) days per week during the contract term. The duties of the Interim Business Administrator shall be determined by the superintendent and board president in consultation with the Interim Business Administrator. Mr. Kramer represents that he possesses the standard School Business Administrator Certificate issued by the New Jersey State Board of Examiners.

2. **Salary:** During the term of this Agreement, the Board agrees to compensate Mr. Kramer at the per diem rate of five hundred fifty dollars (\$550.00), with a maximum of one hundred forty three thousand dollars (\$143,000.00) per annum, contingent upon a successful criminal history background check, payable consistent with the District's regular payroll procedures and periods. In addition, Mr. Kramer is eligible for two (2) qualitative merit goals, each valued at 2.5%. The Board shall make all appropriate tax withholdings on Mr. Kramer's behalf. In the event that Mr. Kramer is disqualified from working in education for a crime or offense, Mr. Kramer will immediately be dismissed pending an investigation.

3. **Sick Days:** Mr. Kramer shall be entitled to one (1) sick day per month worked, which shall be used for the Interim Business Administrator's own illness in accordance with law and shall not be paid for any unused sick days upon separation from employment.

4. **No Other Benefits:** Mr. Kramer shall not be entitled to any other benefits or payments,

including but not limited to paid sick days in addition to the one day per month provided in Article 3, paid leaves of absence, holidays, vacations, medical insurance, pension or other benefits.

5. **Mileage Reimbursement:** Mr. Kramer shall be reimbursed for required use of his personal vehicle during the workday in the school district, pursuant to the State OMB rate, shall also be eligible for reimbursement for required expenses consistent with Board Policy upon submission and approval of vouchers.

6. **Duties:** Mr. Kramer agrees to faithfully perform all the duties of Interim Business Administrator as directed by the Superintendent, all in accordance with the laws of the State of New Jersey, rules and regulations adopted by the State Board of Education, the policies and decisions of the Board, and the job description for Business Administrator as appropriate (except as modified by this Agreement).

7. **Termination:** This Agreement will terminate upon the expiration of its term. This Agreement may be terminated by either party with or without cause upon 30 days written notice to the other party. Pursuant to *N.J.S.A. 18A:17-15.1*, in the event that the certificate of School Business Administrator is revoked, this Agreement shall become null and void as of the effective date of the revocation. In the event of termination prior to the expiration of his term, Mr. Kramer shall be compensated up to the date of termination.

8. **Professional Dues & Professional Development:** Mr. Kramer 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 and NJSBA's annual meetings. 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. **Governing Laws:** This Agreement shall be interpreted, construed and governed according to the laws of the State of New Jersey.

10. **Severability and Waiver:** The validity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. Any waiver of any provision in this Agreement shall not be deemed to be a waiver of any other or of a subsequent breach, and shall not be construed to be a modification of the terms of the Agreement.

11. **Indemnification:** Notwithstanding anything to the contrary herein, the Board agrees that while Mr. Kramer is performing services to the district under this Agreement, he is entitled to the protection of the indemnification provisions of *N.J.S.A. 18A:16-6 et seq.* and any other applicable statutes in accordance with the terms and conditions set forth in such statutes.

12. **Entire Agreement:** The parties agree that this Agreement contains the entire understanding between the parties and that there are no representations, promises, or consideration of any nature whatsoever, except as herein expressed.

13. **Evaluation:** The Superintendent shall evaluate the performance of the Interim Business Administrator at least once a year, at a time to be established by the Board. Each evaluation shall be in writing. The evaluations shall be based upon the criteria adopted by the Board, the goals and objectives of the District, the academic achievement in the District as reflected in the goals and objectives, the responsibilities of the Interim Business Administrator as set forth in the job description for the position of Interim Business Administrator and such other criteria as the State Board of Education or the New Jersey Commissioner of Education shall prescribe by regulation.

14. **Approval of "Amended" Contract:** The parties acknowledge that pursuant to *N.J.A.C. 6A:23A-3.1* and *N.J.S.A. 18A:7-B(i)*, the Executive County Superintendent or designee shall review and approve this "Amended" Contract prior to final Board action on this "Amended" Contract. Such approval is required prior to the "amended" contract becoming effective.

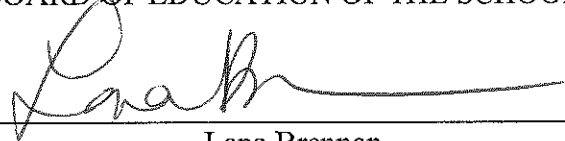
IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and seals this 16th day of ~~January~~ March, 2021.

ATTEST

BOARD OF EDUCATION OF THE SCHOOLS

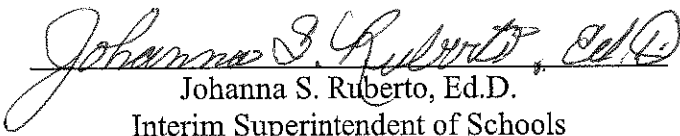


Michele Lafevre Assistant to the SBA

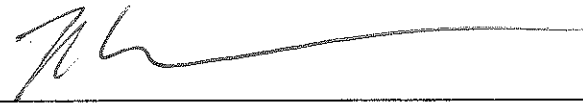


Lana Brennan
Board President

Signed, Sealed and delivered in
the Presence of:



Johanna S. Ruberto, Ed.D.
Interim Superintendent of Schools



Mark Kramer
Interim School Business Administrator/
Board Secretary