

WALL TOWNSHIP PUBLIC SCHOOLS
OFFICE OF THE BUSINESS ADMINISTRATOR/BOARD SECRETARY
PO Box 1199
Wall, New Jersey 07719-1199

Brian J. Smyth
Custodian of Records

Phone: 732-556-2016
FAX: 732-556-2102

June 16, 2023

Betsy Cross

Re: OPRA 23-178

opra+request-46355-95766548@requests.opramachine.com

Dear Ms. Cross,

The Wall Township Board of Education, (District) is in receipt of your emailed OPRA request dated June 14, 2023, wherein you requested records as follows:

“IMMEDIATE ACCESS

May I please have Mr. Smyth's contract that was approved in public with a roll-call vote on 6/13/2023 during the 7:30 public meeting....”

In response, attached please find Mr. Smyth's contract of employment that was approved on 6/13/2023. Please also know that a copy of the contract is available on the district's website.

If your request for access to a government record has been denied or unfilled within the seven (7) business days required by law, you have a right to challenge the decision by the Wall Township Board of Education to deny access. At your option, you may either institute a proceeding in the Superior Court of New Jersey or file a complaint with the Government Records Council (GRC) by completing the Denial of Access Complaint Form. You may contact the GRC by toll-free telephone at 866-850-0511, by mail at P.O. Box 819, Trenton, NJ 08625, be-mail at grc@dca.state.nj.us, or at their web site at www.state.nj.us/grc. The GRC can also answer other questions about the law. All questions regarding complaints filed in Superior Court should be directed to the Court Clerk in your County.

Sincerely,



Brian J. Smyth
Custodian of Records

BOARD SECRETARY/SCHOOL BUSINESS ADMINISTRATOR CONTRACT OF EMPLOYMENT

THIS EMPLOYMENT CONTRACT is made and entered into this **13th day of June 2023**, by and between the Wall Township Board of Education, with offices located at 18th Avenue, Wall, New Jersey 07719 (hereinafter referred to as the “Board”), and Brian J. Smyth (hereinafter referred to as the “Board Secretary/School Business Administrator”).

I. TERM

The Board, in consideration of the promises herein contained of Brian J. Smyth, hereby employs, and Brian J. Smyth hereby accepts employment as (Board Secretary/School Business Administrator) for a term commencing **July 1, 2023**, and expiring midnight **June 30, 2024**.

II. DUTIES/RESPONSIBILITIES

The Board Secretary/School Business Administrator shall report directly to the Board with respect to those duties which are statutorily required of the Board Secretary. With respect to all other duties, the Board Secretary/School Business Administrator shall report directly to the Superintendent. The duties of the Board Secretary/School Business Administrator in supervising the financial, maintenance, transportation, purchasing, food service and insurance programs shall be appropriate to the professional role and responsibility of the Board Secretary/School Business Administrator and shall be set by board policy. Said policy and job description may be modified from time to time, by mutual agreement, consistent with the intent set forth above. The parties agree that the Board shall not hold any discussions with regard to the Board Secretary/School Business Administrator’s job performance that may adversely affect his employment, unless the Board Secretary/School Business Administrator has been duly notified via a RICE letter and given the opportunity to request that such discussions be held in public session, pursuant to the Open Public Meetings Act.

III. COMPENSATION

During the term of this Employment Contract, the Board Secretary/School Business Administrator shall not be reduced in compensation including salary and benefits. Any adjustment in salary made during the life of this Employment Contract shall be in the form of an amendment and shall become part of this Employment Contract subject to all applicable New Jersey statutes and/or administrative regulations.

A. SALARY

The Board shall provide the following salary:

The Board shall pay the Board Secretary/School Business Administrator an annual salary of **One Hundred Ninety-Nine Thousand Eight Hundred and Eleven dollars (\$199,811)** for the period of **July 1, 2023** through **June 30, 2024**, based on **One**

Hundred Ninety-Three Thousand Six Hundred and Fifteen dollars (\$193,615) which is a **3.2%** increase from the prior year base salary, **and inclusive of a salary increase in the amount of five thousand dollars (\$5,000) as the Custodian of Records.** This annual salary rate shall be paid to the Board Secretary/School Business Administrator in accordance with the schedule of salary payments in effect for other certificated employees.

In addition to his annual salary of **\$199,811** the Board Secretary/School Business Administrator shall be provided with the following:

1. Merit Increases:

As permitted under N.J.A.C. 6A23A-3.1(e)(10), the Business Administrator may receive a merit bonus in addition to his annual base salary effective **July 1, 2023**. The merit bonus will be based on his achievement of quantitative merit criteria and/or qualitative merit criteria. The Board and Business Administrator may select up to three (3) quantitative merit criteria and up to two (2) qualitative merit criteria per contract year. The Executive County Superintendent shall approve or disapprove the selection of quantitative merit and/or qualitative merit criteria and the data that forms the basis of measuring the achievement of quantitative and/or qualitative merit criteria. The Business Administrator may receive a merit bonus in amount up to 3.33% of his annual base salary for each quantitative merit criterion achieved, and/or a merit bonus in amount of up to 2.5% of annual base salary for each qualitative merit criterion achieved. The Board shall submit a resolution to the Executive County Superintendent certifying that the quantitative merit and/or qualitative merit criterion have been satisfied and shall await a confirmation of the satisfaction of that criterion from the Executive County Superintendent prior to payment of the merit bonus.

2. Vacation.

The Board Secretary/School Business Administrator shall be granted twenty-four (24) vacation days annually, all of which shall be available to the Board Secretary/School Business Administrator on July 1st of each year. The Board Secretary/School Business Administrator shall be permitted to take vacation days at any time with prior approval of the Superintendent.

The **Director of Human Resources** and the Superintendent shall be responsible for keeping and maintaining written documentation of the Board Secretary/School Business Administrator's earned, used and accrued vacation days. The Board Secretary/School Business Administrator is required to complete all required district paperwork to document his absence.

In accordance with N.J.S.A. 18A:30-9, the Board Secretary/School Business Administrator may surrender for payment at the Board Secretary/School Business Administrator's per diem rate of salary at time of payment, unused vacation leave accumulated prior to the effective date of P.L. 2007. Unused vacation leave accumulated

after the effective date of P.L. 2007 and unused vacation accumulated prior to the effective date of P.L. 2007 shall be payable at the Board Secretary/School Business Administrator's per diem rate of salary upon separation and shall be paid to the Board Secretary/School Business Administrator's estate or beneficiaries in the event of death prior to separation.

The Board Secretary/School Business Administrator's per diem rate shall be calculated as $1/260^{\text{th}}$ of his then current annual salary.

3. Sick Leave.

The Board Secretary/School Business Administrator shall be allowed twelve (12) paid days of sick leave annually. The unused portion of such leave, at the end of each school year, shall be cumulative. Upon retirement from employment with the District, and subject to all applicable New Jersey statutes and/or administrative regulations, (currently capped at \$15,000.00 for days accumulated after the effective date of P.L. 2007). Upon retirement, the Board Secretary/School Business Administrator shall be paid at the per diem rate, the amount accumulated prior to the effective date of P.L. 2007 or not more than 15,000.00, whichever is greater. The Board shall pay all unused sick days at per diem rate calculated as $1/260^{\text{th}}$ of his current salary. The payout for the accumulated leave will be made in the form of contributions to a 403-B plan upon retirement.

4. Personal Leave.

The Board Secretary/School Business Administrator shall be granted five (5) days of leave with pay annually for personal matters which require absence during school hours. Such days shall be used at his discretion. Three (3) unused personal days shall convert to accumulated sick leave at the end of each contract year.

5. Death in Family.

In the event of a death in the immediate family, an allowance of up to five (5) days leave shall be granted. Immediate family shall be defined as spouse, child, step-child, parent, step-parent, sister, brother, mother or father-in-law, grandparent, grandparent-in-law, sister-in-law, brother-in-law, uncle, aunt, grandchildren, niece or nephew, or any member of the immediate household.

6. Jury Duty.

Board Secretary/School Business Administrator serving jury duty will limit his days of absence to the days of actual jury service. He shall receive his regular salary during the time of service and will turn over the jury duty check to the Board of Education up to the amount of his salary.

B. MEDICAL INSURANCE

The Board of Education agrees to make available family benefits as detailed in the District's Medical Insurance Policy. The Board of Education agrees to maintain the current coverage. Any changes to the currently provided health benefits programs will be

equal to or better than the current coverage, as mutually determined by the District Health Broker. The employee contribution to medical insurance will be consistent with contributions of other district administrators. Specifically, the Business Administrator will contribute 35% of the cost of health benefits for a Direct 10 plan or 30% of the cost of health benefits for a Direct 15 plan.

C. OTHER INSURANCE

1. Disability Income-Protection Insurance.

The Board shall provide short-term and long-term disability coverage.

2. Liability Insurance.

The Board agrees to fully indemnify the Board Secretary/School Business Administrator under the Board's liability insurance policies.

D. TAX SHELTERED ANNUITY

The Board Secretary/School Business Administrator may authorize the Board to make deductions for the purpose of tax-sheltered annuities pursuant to IRS regulations, and the terms of a group contract approved by the Board.

E. TECHNOLOGY

Computer

The Board shall provide the Board Secretary/School Business Administrator with a computer. The Board shall be responsible for maintaining said computer/technology equipment.

F. OTHER

1. Reimbursement for Personal Property Damage.

The Board shall reimburse the Board Secretary/School Business Administrator for any damages done to his vehicle while discharging his duties that was not covered by his personal insurance.

2. Tuition Reimbursement.

The Board shall reimburse the Board Secretary/School Business Administrator for courses directly related to his role as Board Secretary/Business Administrator. In order to receive tuition reimbursement, the Board Secretary/School Business Administrator shall have received the prior approval of the Superintendent. Payment will be authorized and made upon presentation of the proper receipts and transcript(s) indicating a passing grade of at least a "B". Courses may only be taken at accredited schools.

3. Mileage Reimbursement.

The Board Secretary/School Business Administrator shall be reimbursed for actual mileage when using his personal vehicle for Board business as annually established by the Annual Appropriations Act or the New Jersey Office of Management and Budget. Reimbursement for the use of a personal vehicle shall be tendered only upon proof of compliance with applicable regulations.

G. PROFESSIONAL DEVELOPMENT

The Board and Superintendent encourage the continuing professional development of the Board Secretary/School Business Administrator through his participation, with the approval of the Superintendent, in, *e.g.*, conferences, seminars, informational meetings, county roundtables, and visits to other institutions which will enhance the skills of the Board Secretary/School Business Administrator and/or which provide information and training needed by the District. The Board Secretary/School Business Administrator may attend, at a minimum, one (1) State and one (1) national conference during each year of this Employment Contract. The Board agrees to pay for all necessary travel, registration and sustenance expenses associated with the Board Secretary/School Business Administrator's participation in professional development activities in accordance with all applicable New Jersey statutes and/or administrative regulations.

H. MEMBERSHIP FEES

The Board shall pay one hundred percent (100%) of the Board Secretary/School Business Administrator's membership fees and/or charges in the New Jersey Association of School Business Officials. In addition, the Board shall pay membership fees in such other State and national professional organizations which the Superintendent agrees are necessary to maintain, develop or improve the Board Secretary/School Business Administrator's professional skills.

I. HOLIDAYS.

The Board Secretary/School Business Administrator is entitled to sixteen holidays per year in addition to the fixed holidays when students are not in attendance during the scheduled winter break in accordance with the December/January approved district calendar. The holiday schedule will be approved by the Superintendent.

J. EVALUATION

The Superintendent shall evaluate the Board Secretary/School Business Administrator annually and in writing as required by New Jersey Administrative Code, Title 6A. On or before **June 15th, 2024**, the Superintendent shall develop a Professional Improvement Plan (PIP), for the Board Secretary/School Business Administrator which shall incorporate the areas identified as in need of attention or improvement. The PIP shall include goals and objectives, with appropriate indicators of progress, for the next school year. These goals and objectives and the Board Secretary/School Business

Administrator's job description shall be the basis upon which the Superintendent shall evaluate the Board Secretary/School Business Administrator.

K. TERMINATION

This Employment Contract may be terminated at any time by the Board Secretary/School Business Administrator upon sixty (60) days written notice to both the Board President and the Superintendent of Schools.

As a tenured employee, the Board of Education may terminate this contract or not renew this contract only in accordance with the requirements of Chapter 6 of Title 18A.

L. CONFLICTS

In the event of any conflict, between the terms provisions and conditions of this Employment Contract and the provisions of the Board's policies, the terms of this Employment Contract shall take precedence over the contrary provisions of the Board's policies. In the event of any conflict between the terms, provisions and conditions of this Employment Contract and any permissive Federal or State law, the terms of Federal and State law shall take precedence over this Employment Contract.

M. SAVINGS CLAUSE

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

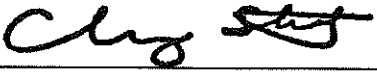
WHEREAS, the Board of Education has approved the terms and conditions of this Employment Contract; and

WHEREAS, the Board Secretary/School Business Administrator has agreed to the terms and conditions of this Employment Contract; and

WHEREAS, this Employment Contract has been approved by the Executive County Superintendent and a roll call majority vote of the Members of the Board of Education of the Wall Township School District at its meeting of **June 13th, 2023**, and has been made a part of the minutes of that meeting.

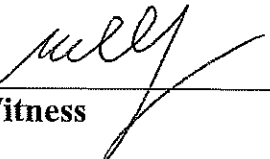
IN WITNESS WHEREOF, both parties set their hands and seals to this Employment Contract effective on the day and year first above written.

BOARD OF EDUCATION OF THE WALL TOWNSHIP SCHOOL DISTRICT



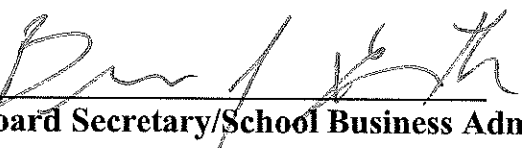
Board President

6/15/23
Date



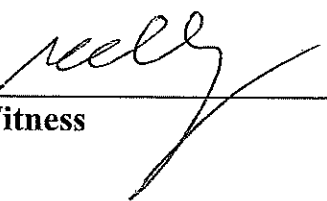
Witness

6/15/23
Date



Board Secretary/School Business Administrator

6/15/2023
Date



Witness

6/15/23
Date