

EMPLOYMENT CONTRACT  
BETWEEN  
GREEN TOWNSHIP BOARD OF EDUCATION  
AND  
DAVID H. MILLER, JR  
2021-2022

This employment contract is made and entered into this 19<sup>th</sup> day of May by the Green Township Board of Education, with offices located at 69 Mackerley Road, Greendell, New Jersey 07839 (hereinafter referred to as the “Board”)

And

David H. Miller, Jr. (hereinafter referred to as the “Facilities Manager”).

Witnesseth:

WHEREAS, the Board desires to provide the Facilities Manager with a written Employment Contract in order to enhance administrative stability and continuity within the school.

WHEREAS, the Board and the Facilities Manager believe that a written Employment Contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation at the school.

NOW, THEREFORE the Board and the Facilities Manager, for the consideration herein specified, agree as follows:

1. TERM

The Board, in consideration of the promises herein contained of the Facilities Manager hereby accepts employment as Facilities Manager for a term commencing July 1, 2021 and ending June 30, 2022.

2. FACILITIES MANAGER  
CERTIFICATION AND RESPONSIBILITIES

A. Certification

The Facilities Manager shall hold a valid NJ Educational Facility Management Certificate and Black Seal License

B. Duties

The Facilities Manager agrees to perform the duties of the Facilities Manager for the public schools of the district as prescribed by the laws of the State of New Jersey, the

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regulations of the State Department of Education and the regulatory codes and enforcement procedures relating to school building and grounds operations. Environmental regulations include the Public Employees Occupational Safety and Health Indoor Air Quality Standard, Community Right to Know Act, the Lead/Copper Rule, and the Asbestos Hazard Emergency Response Act. In addition, managing hazardous wastes and material recycling. Code compliance topics include fire drills, emergency response, and the Americans with Disabilities Act. Management and Supervision of custodial staff.

3. COMPENSATION

A. Salary

The Board shall pay the Facilities Manager an annual salary of \$79,636.90 plus \$500 for longevity, plus \$300 for holding a Black Seal license (\$80,436.90 total) for the periods July 1, 2021 through June 30, 2022. This annual salary includes any/all overtime. The annual salary shall be paid to the Facilities Manager in accordance with the schedule of salary payments in effect for other certified employees. Thereafter, the Board upon the Facilities Manager performance and the needs of the district shall determine any annual salary increase.

4. BENEFITS

The Board shall provide the Facilities Manager as part of his compensation, the following benefits:

A. Vacation/ Holidays

The Facilities Manager shall be granted twenty (20) vacation days, which shall be available to the Facilities Manager as of July 1st. Unused vacation up to 10 days will be rolled over to the next fiscal year.

The Facilities Manager shall be entitled to the paid holidays according to the Board approved Custodial Staff Calendar for twelve-month employees.

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B. Sick Leave

The Facilities Manager shall be allowed twelve (12) sick days leave each school year and the portion of such leave unused at the end of any school year shall be cumulative as provided by statute or law.

C. Personal Days

The Facilities Manager shall be entitled to three (3) personal leave days with pay per school year. Unused personal days shall not accumulate; however they are added to accumulated sick leave.

D. Family Illness

The Facilities manager shall be entitled to three (3) family illness days for one year, prorated. Unused family illness days shall not be accumulated from year to year.

E. Death in Immediate Family

The Facilities Manager shall be entitled to five (5) bereavement days per year. Immediate family is defined as spouse, parent, child, sibling, grandparent, parent-in-law, brother-in-law, sister-in-law, parent-in-law, daughter-in-law and son-in-law. Facilities Manager may be granted one (1) day, without loss of pay, for death in other than immediate family. Other than immediate family is defined as aunt, uncle, niece, nephew or first cousin of the Facilities Manager or their spouse/partner.

F. Accumulated Sick Leave

The Facilities Manager shall be entitled to reimbursement for unused accumulated sick leave provided that the minimum employment with the district is ten years (10) or more. Such reimbursement is subject to a maximum of 125 days and will be paid at the rate of \$70.00 a day.

G. Medical Benefits

The Facilities Manager shall be entitled to all medical insurance benefits provided under the carrier(s) selected by the Board; including, but not limited to, health insurance, dental insurance, and prescription drug insurance. Health insurance premiums under United Health Care - Oxford Health Plan or NJ State option such as the Educator Health Plan shall be provided by the Board to the Facilities Manager and paid fully by the board. Contributions will follow Chapter

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78 or Chapter 44 regulations as applicable. All other medical insurance such as dental and prescription drug shall be equal to the benefits provided to other administrators, and the Facilities Manager shall contribute that portion of premium for dental and prescription drug equal to the portion contributed by other administrators.

The Facilities Manager may waive medical insurance to which he may be eligible under this contract, upon receipt of proof that he is eligible for medical insurance coverage under a separate policy not paid for by the Board. If the Facilities Manager elects to waive medical coverage, shall receive a cash incentive of \$5,000. The calculation will reduce the premium cost by the amount the Facilities Manager would be contributing if they took the benefit. That amount will be paid in two equal payments, the first in December and the final payment in June. The Facilities Manager may reinstate his insurance coverage during the typical open enrollment period, or when primary insurance ceases to be in full effect, with documentation and without restriction or penalty.

H. Professional Associations and Development

The Board agrees to pay the annual dues and fees on behalf of the Facilities Manager to the NJ Buildings and Grounds Association.

I. Mileage

The Board shall reimburse the Facilities Manager for mileage while on school business at a rate equal to the current OMB circular rate for mileage.

J. Cell Telephone and Laptop Computer

The Board shall provide the Facilities Manager with a District cellphone and laptop computer for school district business. The cellphone and laptop computer shall be the property of the Board and must be returned upon separation from the District.

5. TERMINATION OF EMPLOYMENT CONTRACT

This employment contract may be terminated by:

A. Mutual agreement of the parties.

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- B. The Facilities Manager may terminate this employment contract upon sixty (60) days written notice to the Board or the Superintendent, as the case may be.

6. 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 shall not be affected by such a ruling and shall remain in force.

7. 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.

Whereas, a duly authorized officer of the Board has approved the terms and conditions of this Employment Contract, and

Whereas, the Facilities Manager has approved the terms and conditions of this Employment Contract.

Dated this 19th day of May, Board of Education of Green Township in the County of Sussex.

\_\_\_\_\_  
EMPLOYEE

\_\_\_\_\_  
BOARD PRESIDENT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

ATTEST \_\_\_\_\_