INTERIM SCHOOL BUSINESS ADMINISTRATOR/BOARD SECRETARY AGREEMENT BETWEEN DOUGLAS PECHANEC AND THE NORTH HUNTERDON-VOORHEES REGIONAL HIGH SCHOOL BOARD OF EDUCATION

This Agreement is made and entered into on this 28th day of January 2025, by and between Douglas Pechanec (hereinafter referred to as Mr. Pechanec) and the North Hunterdon-Voorhees Regional High School District Board of Education, in the County of Hunterdon, with offices located at 1445 State Route 31 South Annandale, NJ 08801 (hereinafter referred to as the "Board").

WHEREAS, the Board desires to engage Mr. Pechanec as a certified School Business Administrator on a contractual basis to serve in the position of "Interim School Business Administrator/Board Secretary" for the period February 18, 2025, through June 30, 2025, during the Board's current School Business Administrator/Board Secretary's anticipated temporary leave, or prorated period upon the earlier return of the Board's current School Business Administrator/Board Secretary; and

WHEREAS the Board desires to provide Mr. Pechanec with a written agreement setting forth the terms and conditions of his contractual engagement by the Board;

WHEREAS, the Interim 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:17-14.2;

NOW, THEREFORE, in consideration of the following mutual promises and obligations, the parties agree as follows:

1. TERM

The Board hereby agrees to retain Mr. Pechanec as an Interim School Business Administrator/Board Secretary for the period February 18, 2025, through June 30, 2025,

during the Board's current School Business Administrator/Board Secretary's anticipated temporary leave, or prorated period upon the earlier return of Board's current School Business Administrator/Board Secretary, and unless this Agreement is terminated at an earlier date by either party in accordance with this agreement.

In the event the parties determine to extend the term of this agreement, any such extension shall be memorialized in writing in another contract for the additional term and approved by both parties and the Executive County Superintendent in accordance with applicable State law and regulations.

As Interim School Business Administrator/Board Secretary for the Board, Mr. Pechanec shall be vested with such duties and responsibilities in said position as are specified in Title 18A of the New Jersey Statutes and all other applicable laws and regulations, and in accordance with all Board policies, administrative regulations, and job descriptions pertaining to the functions, responsibilities, powers and authority of a School Business Administrator/Board Secretary. Mr. Pechanec agrees to perform and carry out all of the duties of the office of Interim School Business Administrator/Board Secretary and to attend all meetings of the Board and to otherwise serve as the chief school financial officer of the District.

2. <u>COMPENSATION</u>

The Board shall pay Mr. Pechanec at a rate of Seven Hundred Dollars (\$700.00) per diem inclusive of Board Public Meetings and Board Committee Meetings, based on a seven (7) hour workday, which shall be prorated on an hourly basis if less than a full day is worked, and with Mr. Pechanec being entitled to One Hundred Dollars (\$100) per hour for any hours worked in a day in excess of seven (7) hours. Compensation will be

calculated based on actual hours worked. The number of days worked each week by Mr. Pechanec shall be in the discretion of and at the direction of the Superintendent ("Superintendent") but are anticipated to be four (4) days per week.

Payments are to be made in accordance with the current payroll procedures of the district. However, since compensation will take place through the payroll process, all additional withholdings in accordance with current state and federal law are to be withheld and remitted on behalf of Mr. Pechanec. The parties acknowledge that Mr. Pechanec will be treated as an employee for purposes of payroll tax withholding requirements, except no withholdings shall be made for pension contributions. Except as otherwise provided by law and/or except as otherwise provided herein, Mr. Pechanec shall receive no other compensation, no health benefits, and no other perquisites.

Mr. Pechanec shall receive 1 (one) sick leave day per month, which shall accrue pro rata, monthly. Unused sick leave days shall not be cumulative or compensated at separation. Mr. Pechanec shall not receive any additional or other benefits including without limitation health benefits or other paid time off.

3. PROFESSION CERTIFICATION

Mr. Pechanec shall hold a valid New Jersey School Business Administrator's Certification in order to act as the Interim School Business Administrator/Board Secretary in the State of New Jersey and shall provide to the Board a copy of that certificate prior to the execution of this agreement. Said certification is now and shall remain in full force and effect throughout the term of this Agreement. In the event the certification is revoked for any reason, the Agreement shall immediately be rendered null and void.

4. DUTIES

Mr. Pechanec agrees to give his best professional services and to faithfully perform the duties of a School Business Administrator/Board Secretary as assigned by the Board, the Superintendent and as prescribed by Federal and State law, the regulations of the State Board of Education and other agencies, the bylaws, polices and regulations of the District, and the job descriptions as existing and as may be amended by the Board. The Board agrees to extend the protections of N.J.S.A 18A:16-6 and hold harmless and protect Mr. Pechanec from financial loss resulting from civil action for acts or omissions arising out of and in the course of the performance of these duties. Mr. Pechanec agrees to cooperate fully and to assist the Board with its defense of any actions against him and/or the Board.

Mr. Pechanec is expected to work four (4) days per week and seven (7) hours per day. However, it is understood that the hours of the workday shall be all those hours ordinarily required to fulfill the professional responsibilities of the School Business Administrator/Board Secretary, including attendance at Board Meetings, as required by the Superintendent.

5. MILEAGE REIMBURSEMENT

If applicable, Mr. Pechanec shall be entitled to mileage reimbursement for jobrelated travel consistent with the Board policy and laws of the State of New Jersey and the Regulations promulgated by the New Jersey Department of Education.

6. CONFERENCES/PROFESSIONAL DEVELOPMENT

In the event that the Board requires Mr. Pechanec to attend any conference, convention, or programs on behalf of the Board, the Board shall pay and/or reimburse him the costs associated with attendance in accordance with Board Policy and State law.

Should Mr. Pechanec request to attend a conference, convention or program that is not required by the Board, then the Board will have the discretion to approve or deny the request for payment of the costs associated therewith.

7. TERMINATION OF AGREEMENT

This Agreement may be terminated by either party for any reason whatsoever by furnishing the other party with written notice thirty (30) days in advance of any intended severance of the Agreement.

8. MODIFICATION OF THE AGREEMENT TERMS

The terms and conditions of this Agreement shall not be modified except by the written consent of both parties hereto. New Jersey law shall govern the execution, delivery, interpretation, performance and the enforcement of this Agreement. Any changes to this contract require prior approval of the Executive County Superintendent.

9. SAVINGS CLAUSE

If during the term of this Agreement it is found that a specific clause of this Agreement is contrary to Federal or State Law, the remainder of the Agreement not affected by such ruling shall remain in full force and effect.

The parties hereto represent to each other that they have had the opportunity for attorney review and fully understand the terms and conditions of this Agreement and agree to be bound by the same pursuant to the laws and regulations of the Department of Education and the State of New Jersey.

IN WITNESS WHEREOF, the Board has caused this Agreement to be approved by Board resolution at a duly constituted Board meeting and to authorize signature on its behalf by a duly authorized officer.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, or caused this Agreement to be signed by their proper corporate officers, the day and year first written above.

	North Hunterdon-Voorhees Regional High School District Board of Education
Douglas Pechanec Interim School Business Administrator/ Board Secretary	Symply Solv. Board President
WITNESS: Halble	WITNESS: Superintendent
Dated: $\frac{2}{7/25}$	Dated: 2/3/25