

**EMPLOYMENT AGREEMENT**  
**BETWEEN THE**  
**FRANKLIN LAKES BOARD OF EDUCATION**  
**AND**  
**TRENAE LAMBKIN**

**THIS EMPLOYMENT AGREEMENT** is made and entered into this \_\_\_ day of April, 2022, by and between the **FRANKLIN LAKES BOARD OF EDUCATION**, with offices located at 490 Pulis Avenue, Franklin Lakes, NJ 07417 (hereinafter referred to as the "Board"), and **TRENAE LAMBKIN** (hereinafter referred to as the "Business Administrator/Board Secretary").

**W-I-T-N-E-S-S-E-T-H:**

**WHEREAS**, the Board desires to provide the Business Administrator/Board Secretary with a written Employment Agreement in order to enhance administrative stability and continuity within the Franklin Lakes School District (hereinafter referred to as the "District") which the Board believes improves the quality of its overall education program; and

**WHEREAS**, the Board and the Business Administrator/Board Secretary believe that a written Employment Agreement is necessary to describe specifically their relationship and to serve as the basis to effective communication between them as they fulfill their governance and administrative functions in the operation of the educational program of the District.

NOW, THEREFORE, based on the foregoing premises and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. TERM

The Board hereby employs, and Trenae Lambkin hereby accepts, employment as the Business Administrator/Board Secretary for the period beginning July 1, 2022 and ending June 30, 2023, all in accordance with the terms and conditions contained herein.

2. COMPENSATION

a. The Board shall pay the Business Administrator/Board Secretary a prorated salary at the annual rate of One Hundred Thirty Nine Thousand Fifty Dollars (\$139,050) for the period beginning on July 1, 2022 and ending June 30, 2023. The Business Administrator/Board Secretary shall be paid her annual prorated salary in accordance with the schedule of salary payments in effect for other certified employees.

b. A day's pay shall be defined as 1/260<sup>th</sup> of the Business Administrator/Board Secretary's annual salary.

c. During the term of this Employment Agreement, including any extension hereof, the Business Administrator/Board Secretary shall not be reduced in compensation and/or benefits.

3. PROFESSIONAL CERTIFICATION

The Business Administrator/Board Secretary shall hold a valid, duly registered Business Administrator/Board Secretary's certificate issued by the State of New Jersey

Department of Education which will qualify her to act as Business Administrator/Board Secretary.

4. DUTIES

The Board Secretary/School Business Administrator agrees to perform the duties of the Board Secretary/School Business Administrator for the public schools of the District as prescribed by the laws of the State of New Jersey, the regulations of the State Department of Education, the rules and regulations adopted by the Board, and the job description which is attached hereto and made a part hereof.

5. EVALUATION

The Superintendent of Schools shall evaluate the Board Secretary/School Business Administrator in accordance with the applicable provisions of Title 18A, the State Board of Education requirements and the policies and by-laws of the Franklin Lakes Board of Education.

6. ABSENCES

a. Vacations

The Business Administrator/Board Secretary shall be entitled to twenty-two (22) days of paid vacation prorated annually which shall be earned at the rate of 1.83 days per month. Accrued vacation days may be taken in the school year in which they are earned as the needs of the District permit.

The Board encourages the Business Administrator/Board Secretary to take her allotted vacation days. However, if the Business Administrator/Board Secretary's work load is such that she is unable to take all of her vacation days, she

will be permitted to carry over a maximum of ten (10) days for up to one (1) year. Except upon separation from employment or death, any unused vacation days not used by the end of the next succeeding school year shall be forfeited and shall have no cash value. Upon separation from service, the Business Administrator/Board Secretary shall be paid for all unused accumulated vacation days at the rate of 1/260<sup>th</sup> of her then current salary. In the event of the death of the Business Administrator/Board Secretary, all unused accumulated vacation days shall be paid to the Business Administrator/Board Secretary's estate.

Vacation days are exclusive of weekends and school holidays, as defined in subsection (b) of this section. All vacation days shall be scheduled by the Business Administrator/Board Secretary to minimize disruption of District operations. For vacations of more than five (5) consecutive business days, the Business Administrator/Board Secretary shall obtain the prior approval of the Superintendent. Vacation days shall be scheduled by the Business Administrator/Board Secretary so as to minimize disruption of school district activities. The Business Administrator/Board Secretary shall inform the Superintendent thirty (30) days in advance of any scheduled vacation if the Business Administrator/Board Secretary plans to take a full week. The Business Administrator/Board Secretary shall provide prior notice to the Superintendent for shorter periods of vacation.

b. Holidays

The Business Administrator/Board Secretary shall be entitled to the following holidays with pay when schools are closed: New Year's Eve Day; New Year's Day; Washington's Birthday; Good Friday; Memorial Day; July 4th; Labor Day; Veterans' Day; Rosh Hashanah; Yom Kippur; Thanksgiving; Day After Thanksgiving; Christmas Eve day and Christmas Day.

c. Recess Periods

The Business Administrator/Board Secretary shall be required to work during school recess periods unless she uses her vacation days.

d. Sick Days

The Business Administrator/Board Secretary shall be allowed twelve (12) sick days annually. Any unused portion of the Business Administrator/Board Secretary's annual sick leave shall accumulate from year to year without limit. The Board shall pay the Business Administrator/Board Secretary, upon retirement from the District (under TPAF eligibility and regulation for actual age service retirement), for all unused sick leave up to a maximum of \$15,000 at her per diem rate of pay for any remaining accumulated sick days, less all applicable taxes and deductions at the source of wages.

e. Personal Days

The Business Administrator/Board Secretary shall be allowed three (3) personal days with pay per year to be used for reasons other than sick leave. Such allowance shall not

accumulate from year to year, and there is no credit or payment associated with unused personal days.

f. Bereavement Days

The Business Administrator/Board Secretary shall be afforded up to five (5) bereavement days with pay (each occurrence) should a death occur in her immediate family. Immediate family members include: spouse, children, mother or father, mother-in-law, father-in-law, brothers, sisters, sisters-in-law, and brothers-in-law, and one (1) bereavement day with pay (each occurrence) for the death of a niece, nephew, friend or professional associate not employed by the Board.

7. INSURANCE

The Board shall provide the Business Administrator/Board Secretary and all eligible dependents with medical, dental, hospitalization and prescription insurance consistent with other employees in the District. The Business Administrator/Board Secretary's contribution toward the premium cost of health insurance shall be in accordance with N.J.S.A. 18A:16-17 and 17.1 and according to Ch. 78, P.L. 2011, as the same provides on the date of the execution of this Employment Agreement, and shall be deducted from the Business Administrator/Board Secretary's salary and paid, in equal installments, in accordance with the payroll schedule for all other professional staff.

In the event that the Business Administrator/Board Secretary instead agrees to "opt-out" of health insurance benefits, however, no such deduction shall be made, and instead,

the Business Administrator/Board Secretary will receive compensation of twenty-five percent (25%) of the amount saved by the Board resulting from the Business Administrator/Board Secretary's waiver of coverage or Five Thousand Dollars (\$5,000), whichever is less. Such compensation shall be paid twice each school year, with the final paycheck in January and the final paycheck in June.

8. PROFESSIONAL DEVELOPMENT

a. Workshops, Conferences and Conventions

The Board agrees to provide release time and pay the full cost of registration fees, mileage and reasonable expenses incurred in connection with one (1) national and one (1) state convention, and the annual School Boards conference; provided, however, that the Business Administrator/Board Secretary shall not be eligible to register for any of the foregoing workshops, conferences, seminars and conventions after she has given notice of termination of this Employment Agreement, pursuant to Paragraph 10 below. Any additional expenses will require Board approval. Reimbursement or payment for such expenses shall be made in accordance with Board policies, N.J.S.A. 18A:11-12 and the State's regulations regarding travel covered under Circular Letter 08-13-OMB, and any subsequent circular letters which may be issued by the State Office of Management and Budget.

b. Membership in Professional Associations

The Board agrees to pay the full cost of membership in the following organizations: NJASA, NJASBO, AASA,

BCASA, and such other organizations as the Board and the Business Administrator/Board Secretary deem to be beneficial.

Reimbursement or payment for such expenses shall be made in accordance with Board policies, N.J.S.A. 18A:11-12 and the State's regulations regarding travel covered under Circular Letter 08-13-OMB, and any subsequent circular letters which may be issued by the State Office of Management and Budget.

9. RENEWAL OF EMPLOYMENT AGREEMENT

The Board shall notify the Business Administrator/Board Secretary in writing on or before May 15, 2023, whether her Employment Agreement will be renewed.

10. TERMINATION OF EMPLOYMENT AGREEMENT

This Employment Agreement may be terminated for the following reasons:

a. Mutual Agreement by the Parties

This Employment Agreement may be terminated by mutual agreement of the parties.

b. Notice

This Employment Agreement may be terminated by either party for any reason whatsoever by furnishing the other party with written notice sixty (60) days in advance of any intended severance of this Employment Agreement.

c. Discharge for Cause

Discharge for cause which shall constitute conduct which is seriously prejudicial to the District, including but not limited to neglect of duty, inefficiency or incompetence. Notice of discharge for cause without sixty (60)



days' notice shall be given in writing and the Business Administrator/Board Secretary shall be entitled to appear before the Board to discuss such causes. If the Business Administrator/Board Secretary chooses to be accompanied by legal counsel at such meetings, she shall bear any costs incurred for her representation. Such meetings shall be conducted in Executive Session. The Business Administrator/Board Secretary shall be provided a written decision describing the results of the meeting.

11. CRIMINAL HISTORY CHECK

The Business Administrator/Board Secretary shall be subject to a criminal history record check as set forth in N.J.S.A. 18A:6-7.1 to 7.5 and shall furnish the Board with verification of same. The Business Administrator/Board Secretary shall bear the cost for the criminal history record check. The Business Administrator/Board Secretary shall be subject to the additional employment history review set forth in N.J.S.A. 18A:6-7.6 et seq., which requires the authorization for disclosure of certain information regarding any past instances of child abuse and/or sexual misconduct by the employee.

12. REVOCATION CLAUSE

The Parties hereto agree that in the event the Business Administrator/Board Secretary's certification is permanently revoked, all provisions of this Employment Agreement shall be null and void as of the date of the revocation, and if the Business Administrator/Board Secretary is lawfully precluded from performing her duties by any Judgment, Order or direction of

any court of competent jurisdiction or the Commissioner of Education, all provisions of this Employment Agreement shall terminate and the Business Administrator/Board Secretary's employment shall cease.

13. MODIFICATION CLAUSE

The terms and conditions of this Employment Agreement shall not be modified except by the written consent of both parties hereto and review and approval by the Executive County Superintendent. Any amendments to this Employment Agreement shall not create a new agreement or agreement term but shall only constitute an amendment to the existing Employment Agreement.

14. SAVINGS CLAUSE

If during the term of this Employment Agreement it is found that a specific clause of the agreement is contrary to federal or state law, the remainder of the Employment Agreement not affected by such ruling shall remain in full force and effect. The parties hereto represent to each other that they fully understand the terms and conditions of this Employment Agreement, and agree to be bound by same pursuant to the rules and regulations of the Department of Education and the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties have caused this Employment Agreement to be duly executed by the Board President and the Business Administrator/Board Secretary on the date written above.

WITNESS:

FRANKLIN LAKES BOARD OF EDUCATION

\_\_\_\_\_  
GREGORIO MACERI  
Superintendent of Schools

BY: \_\_\_\_\_  
ELLISA BILLIS  
Board President

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

WITNESS:

\_\_\_\_\_  
GREGORIO MACERI  
Superintendent of Schools

\_\_\_\_\_  
TRENÆ LAMBKIN  
Business Administrator/Board Secretary

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_