

**EMPLOYMENT AGREEMENT BETWEEN
THE HADDONFIELD BOARD OF EDUCATION
AND DR. BRIAN FALKOWSKI AS
INTERIM SCHOOL BUSINESS ADMINISTRATOR
2019-2020**

This Employment Agreement is made by and between the HADDONFIELD BOARD OF EDUCATION (herein referred to as “Board”) with administrative offices at 1 Lincoln Avenue, Haddonfield, New Jersey 08033, and Dr. Brian Falkowski, herewith recognized as the INTERIM SCHOOL BUSINESS ADMINISTRATOR (herein referred to as “Dr. Falkowski”).

WHEREAS, the Board has the continuing need for a qualified individual to perform the duties of Interim School Business Administrator during its ongoing search for a permanent School 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; and

WHEREAS, Dr. Falkowski wishes to accept and continue to serve as the Interim School Business Administrator and continues to hold in good standing all necessary certifications and endorsements for such appointment; and

WHEREAS, the Board desires to provide Dr. Falkowski with a written employment contract in order to enhance administrative stability and continuity within the schools, which the Board believes generally improves the quality of its overall educational program; and

WHEREAS, the Board and Dr. Falkowski believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communications between them as they fulfill their governance and administrative functions in the operation of the educational program of the Haddonfield School District; and

WHEREAS, this Employment Agreement (“Agreement”) has been submitted to and approved by the Board at its regular meeting on May , 2019 and approved by the Executive County Superintendent of Schools of Camden County on [].

NOW, THEREFORE, the Board and Dr. Falkowski, for the consideration herein specified, set forth the following mutual covenants and agreements:

1. **Appointment and Term:** Subject to Executive County Superintendent of Schools approval of this Agreement, the Board appoints Dr. Falkowski, and Dr. Falkowski accepts such appointment, as Interim Business Administrator for the effective period of July 1, 2019 or later contingent upon a successful criminal history background check, through June 30, 2020.
2. **Certification:** Dr. Falkowski represents that he is certified by the New Jersey

State Board of Examiners to serve as a School Business Administrator in the State of New Jersey, and that he shall maintain his certification in full force and effect throughout the life of this Agreement. Failure to do so shall render this Agreement null and void upon the date of suspension or revocation thereof.

3. **Compensation:** During the term of this Agreement, the Board agrees to compensate Dr. Falkowski at the per day rate of six hundred dollars (\$600.00) from July 1, 2019 through June 30, 2020, payable consistent with the District's regular payroll periods. The Board shall make all appropriate tax withholdings on Dr. Falkowski's behalf. The schedule of the Interim School Business Administrator shall be established by the Superintendent. The per diem rate will be based on a normal work day of eight (8) hours. However the Interim School Business Administrator is employed for specific tasks and is expected to work the necessary time in order to accomplish such tasks. The Interim School Business Administrator will only be paid for days actually worked in the district. In the event that Dr. Falkowski is disqualified from working in education for a crime or offense, Dr. Falkowski will immediately be dismissed.

4. **Benefits/Days Not Worked:** Other than the per diem payment noted in Article 3, Dr. Falkowski shall not be entitled to any benefits or payments therefore, including but not limited to paid sick days, paid leaves of absence, holidays, vacations, medical insurance, pension or other benefits.

5. **Duties:** Dr. Falkowski agrees to faithfully perform all the duties of Interim School 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 School Business Administrator as appropriate (except as modified by this Agreement). Dr. Falkowski shall devote his time, attention, and energy to the business of the District and shall perform all duties incident to the office of Interim School Business Administrator and such other duties as may be prescribed by the Superintendent from time to time.

6. **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 Dr. Falkowski 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, Dr. Falkowski shall be compensated up to the date of termination.

7. **Consultation with Solicitor:** Dr. Falkowski is authorized, without prior permission or consultation with Board, to consult with Board's Solicitor on matters affecting the District.

8. **Governing Laws:** This Agreement shall be interpreted, construed and governed according to the laws of the State of New Jersey.

9. **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.

10. **Indemnification:** Notwithstanding anything to the contrary herein, the Board agrees that while Dr. Falkowski is performing services to the Board under this Agreement, he is entitled to the protection of the indemnification provisions of N.J.S.A. 18A:16-6 and 16.1 et seq. in accordance with the terms and conditions set forth in such statutes.

11. **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.

12. **Approval of Contract:** The parties acknowledge that pursuant to N.J.A.C. 6A:23A-3.1 and N.J.S.A. 18A:7-8(j), the Executive County Superintendent or designee shall review and approve this Contract prior to final Board action on this Agreement or as soon thereafter as is possible. Such approval is required prior to the contract becoming effective.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and seals this ___ day of May, 2019.

ATTEST

HADDONFIELD BOARD OF EDUCATION

Assistant to the SBA

Adam Sangillo
Board President

Signed, Sealed and delivered in
the Presence of:

Superintendent of Schools

Brian Falkowski
Interim School Business Administrator