

**BOARD OF EDUCATION OF
WATCHUNG HILLS REGIONAL HIGH SCHOOL DISTRICT**

**SCHOOL BUSINESS ADMINISTRATOR
EMPLOYMENT CONTRACT**

This Employment Contract is made and entered into this 14th day of June 2022 by and between the Board of Education of Watchung Hills Regional High School District, with offices located at 108 Stirling Road, Warren, NJ 07509 (hereinafter referred to as the "Board"), and Mr. Timothy M. Stys, CPA, (hereinafter referred to as the "SBA/BS").

The Board and the SBA/BS, for the consideration herein specified, agree as follows:

1. Term

The Board, in consideration of the promises herein contained of the SBA/BS, hereby employs, and the SBA/BS hereby accepts employment, as School Business Administrator of Schools/Board Secretary for the term commencing on July 1, 2022 and expiring on June 30, 2023.

2. School Business Administrator Responsibilities

The SBA/BS shall have the duties prescribed by the Superintendent of Schools of the Watchung Hills Regional High School District and all attendant powers as set forth in statute. The SBA/BS shall hold an appropriate certificate to act as a School Business Administrator in the State of New Jersey. The revocation of the SBA/BS's appropriate certificate shall render this Employment Contract null and void.

3. Compensation

- A. Base Salary. The Board shall pay the SBA/BS an annual base salary of \$213,533.00 for the period from July 1, 2022 through June 30, 2023. This salary shall be paid to the SBA/BS in accordance with the schedule of salary payments in effect for other certificated employees.

4. Benefits

- A. Vacation Days. The SBA/BS shall receive an annual vacation day allowance of twenty-three (23) days. All days will be credited on the first day of the contract year. There shall be no carry over of vacation days. Should the SBA/BS terminate employment during the contract year, vacation days shall be prorated at the rate of

two (2) days per month, and if necessary, a salary adjustment shall be made for any days utilized beyond the prorated two (2) days per month for each month worked during the year. The SBA/BS vacation schedule must receive the prior approval of the Superintendent.

- B. Sick Days. The SBA/BS shall receive twelve (12) sick days during each full school year. Unused sick days shall accumulate without limitation pursuant to law.
- C. Personal Days. The SBA/BS shall be entitled to up to six (6) personal business days per year. Unused personal days from any year may not be accumulated for use in subsequent years.
- D. Bereavement Days. The SBA/BS shall be entitled to up to five (5) days of paid bereavement per occurrence in the event of the death of a member of his immediate family (which is defined to include spouse, children, child's spouse, mother, father, brother, sister, mother-in-law, father-in-law, or any other member of his immediate household). The SBA/BS shall be entitled to up to one (1) day of paid bereavement, up to two (2) times, for other bereavement.
- E. Holidays. The SBA/BS shall be entitled to up to nine (9) holidays when school offices are closed: July 4, 2022, September 5, 2022, November 24, 2022, November 25, 2022, December 26, 2022, December 27, 2022, January 2, 2023, April 7, 2023, and May 29, 2023. The SBA/BS shall be entitled to up to six (6) floating holidays, to be used on, or after the holiday when school offices are open: October 10, 2022, November 8, 2022, November 11, 2022, January 16, 2023, February 17, 2023, and February 20, 2023.
- F. Medical, Dental, Prescription & Disability Coverage. The SBA/BS, and his dependents, as defined by the applicable insurance policies, shall receive medical benefits (Open Access Managed Choice Direct Access or equivalent), and dental benefits coverage (Delta-NJDSP or equivalent), and long-term disability insurance coverage. The BA, as per Chapter 2, P.L. 2010 must contribute a sum of 1.5% of his gross salary or Chapter 78, whichever sum is greater, toward the WHRHS health benefit cost. The contribution is pre-tax in accordance with the school district cafeteria plan. The SBA/BS may, at his option, enroll in any plan offered under P.L. 2020, ch. 44. The health benefits provided will be the same as those provided to other certificated district staff.

- G. Membership Dues. The Board shall pay for all costs associated with membership by SBA/BS in one (1) appropriate county, State and national association, the American Institute of CPAs, and the NJ Society of CPAs, which received the prior recommendation of the Superintendent and the prior approval of the Board
- H. Automobile Expenses. The Board shall reimburse SBA/BS at the rate allowed as non-taxable by the New Jersey OMB Circular NJ 18A:11-12(d) – 08-19-OMB regulations for all automobile mileage incurred in the performance of his duties, which received the prior recommendation of the Superintendent and the prior approval of the Board.
- I. Cellular Telephone. The Board shall provide the SBA/BS with a cell phone, with email capabilities, at Board expense. As a condition of receipt of said cell phone, the employee is expected to be reachable as necessary and appropriate by the Superintendent and Board President for the thorough and efficient operation of the School District. Incidental personal use shall be permitted.
- J. Payment for Unused Sick Leave Upon Retirement. SBA/BS shall be entitled to receive upon his retirement from TPAF payment for unused sick days according to the following schedule – capped at \$15,000 as per N.J.S.A. 18A:30-3.5 provided he has a minimum of forty (40) unused sick leave days at the time of retirement:

<u>Age of Retirement</u>	<u>Maximum Days</u>	<u>Years of Payment</u>
55	105	7
56	100	6
57	95	5
58	90	4
59	85	3
60	80	2
61	75	1
62 or older	65	1

The payment will be based on the per diem rate of 1/260 of the final salary upon retirement, capped at \$15,000 as per N.J.S.A. 18A:30-3.5.

5. Professional Growth

The Board will reimburse the SBA/BS for the cost of attending national, State or other conferences or training as recommended, in advance, by the Superintendent and approved by the Board subject to the limitations of OMB Circular - 08-19 OMB.

6. Indemnification

Pursuant to statute, the Board shall defend, hold harmless and indemnify the SBA/BS from any demands, claims, suits, actions and legal proceedings brought against him in the capacity of School Business Administrator/Board Secretary or in his official capacity as an agent or employee of the Board provided the alleged incident arose while he was acting within the scope of his employment; and as such liability coverage is within the authority of the Board to provide under state law.

7. Termination of Employment Contract

This Employment Contract may be terminated by:

- (a) mutual agreement of the parties;
- (b) unilateral termination by either party upon sixty (60) days written notice to the other party; or
- (c) actions consistent with the statutory authority of the Board.
- (d) certificate is revoked.

8. 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. Any changes/modifications must have prior approval of the Executive County Superintendent.

9. Conflicts

In the event of any conflict between the terms, conditions and provisions of this

Employment Contract and the provisions of the Board's policies or any permissive State or federal law, the terms of this Employment Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law, unless otherwise prohibited by law.

10. Savings Clause

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

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

WHEREAS, the SBA/BS has approved the terms and conditions of this Employment Contract; and,

WHEREAS, this Employment Contract has been approved by a recorded roll-call majority vote of the Board at its meeting of June 14, 2022, and has been made a part of the minutes of that meeting; and,

WHEREAS, any and all prior contracts of employment by and between the parties are hereby revoked and rescinded.

IN WITNESS WHEREOF the parties set their hands and seals to this Employment