

## **BUSINESS ADMINISTRATOR EMPLOYMENT CONTRACT**

**THIS CONTRACT** is made this 1<sup>st</sup> day of July, 2023, by and between the *Mount Olive Township Board of Education*, with administrative offices located at 227 US Route 206, Flanders, County of Morris, State of New Jersey 07836 (hereinafter "the Board") and *Nicole Schoening* (hereinafter "Ms. Schoening" or "the Business Administrator").

### **WITNESSETH:**

**WHEREAS**, the Board desires to provide the Business Administrator with a written employment contract which clearly sets forth the terms and conditions of her employment;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and subject to Executive County Superintendent approval, the Board and Ms. Schoening hereby agree as follows:

#### **1. EMPLOYMENT**

The Board agrees to employ Ms. Schoening as Business Administrator, with such duties and responsibilities in said position as are specified in Title 18A of the New Jersey Revised Statutes and all other applicable laws and regulations, as well as in accordance with all Board policies, administrative regulations and her job description.

Ms. Schoening accepts said appointment as Business Administrator and represents that she will faithfully and fully perform and carry out the duties and responsibilities of said office throughout the term of this Contract.

#### **2. FULL-TIME COMMITMENT**

Ms. Schoening shall devote her full-time attention and energy to the business of the District and shall not engage in other employment or activities which would unreasonably interfere with the performance of her duties. Ms. Schoening shall be permitted to engage in teaching, training, and consulting for university graduate schools of education, as well as, writing and publishing in the field of education, so long as, such activities do not unreasonably interfere with her responsibilities to the District. If Ms. Schoening chooses to engage in such outside activities during weekends, off-duty hours, holidays, or on her vacation time, she shall retain any and all compensation and honoraria paid.

#### **3. TERM**

The term of this Contract shall be from August 28, 2023 through the close of business on June 30, 2024.

#### **4. CERTIFICATION**

Ms. Schoening represents that she is certified by the New Jersey State Board of Examiners to serve as a Business Administrator in New Jersey, and that she shall maintain her certifications in full force and effect throughout the life of this Agreement. Failure to do so shall terminate this Agreement.

#### **5. COMPENSATION**

Ms. Schoening shall be paid a salary of one-hundred and ninety-five thousand dollars (\$195,000.00) during the term of this contract. The annual salary shall be prorated based on the term of this contract, resulting in a salary of \$165,500 from August 28, 2023 through June 30, 2024.

#### **6. HEALTH CARE BENEFITS**

The Board shall provide, as part of the Business Administrator's compensation, the following health insurance:

a. **Major Medical/Hospitalization.** The Board shall provide the Business Administrator with a medical insurance program. The Business Administrator shall be subject to the contribution requirements of Chapter 44. Said contribution will be automatically deducted from the employee's salary payments in equal installments, corresponding with the payment schedule for other certified District personnel.

b. **Dental Care.** The Board shall provide the Business Administrator with a dental insurance program. The Business Administrator shall be subject to the contribution requirements of Pt, 2011, c.78. Said contribution will be automatically deducted from the employee's salary payments in equal installments, corresponding with the payment schedule for other certified District personnel.

c. **Prescription Plan.** The Board shall provide the Business Administrator with a prescription program. The Business Administrator shall be subject to the contribution requirements of Chapter 44. Said contribution will be automatically deducted from the employee's salary payments in equal installments, corresponding with the payment schedule for other certified District personnel.

d. **Co-pays & Deductibles.** The Business Administrator shall be responsible for all co-pays and deductibles for the health and prescription coverage set forth in (a) through (c), supra. Ms. Schoening may waive her health benefits coverage and will be paid \$5,000. A waiver of health benefits form must be completed in order for Ms. Schoening to avail herself of this benefit.

#### **7. VACATION**

Ms. Schoening shall receive twenty-three 23 vacation days during the contract period. These days shall not be prorated during the contract term. A maximum of fifteen (15) days can be carried over to the following school year. Upon separation from employment, Ms. Schoening shall be paid for unused



and earned vacation time up to thirty-eight (38) days at her per diem rate of pay (based upon a 1/260 work year). Payment shall be made within thirty (30) days of her separation from employment. School vacations between September and June constitute time off for Ms. Schoening for which she shall not be required to use her vacation days. However, Ms. Schoening understands that she may be required to report to work should there be a health, safety or other emergent issue affecting the District.

#### **8. HOLIDAYS**

Ms. Schoening shall receive the same holidays that are granted to the other twelve-month employees that are employed by the Board.

#### **9. SICK DAYS**

Ms. Schoening shall receive twelve (12) sick days annually which shall be prorated during the life of this contract along with all other leave days which shall be prorated. Subject to the foregoing formula, sick leave days earned may be compensable upon Ms. Schoening's retirement at a per diem rate of current salary. In no event, shall Ms. Schoening be paid more than \$15,000 for her earned accumulated sick days. Any unused accrued sick leave shall be paid to the Business Administrator upon retirement from a locally administered retirement system within sixty (60) days from such date.

#### **10. BEREAVEMENT LEAVE**

Up to five (5) days of bereavement leave shall be granted to Ms. Schoening annually upon the death of a spouse, parent, or child. Up to three (3) days of bereavement leave shall be granted annually upon the death of a brother, sister, grandparent, grandchild, son-in-law, daughter-in-law, parent-in-law, brother-in-law, sister-in-law, and other members of the immediate household.

#### **11. PERSONAL LEAVE**

Ms. Schoening shall receive five (5) personal days per year. If these days are not used, they shall be added to Ms. Schoening's total cumulative sick leave. However, Ms. Schoening shall not be permitted to increase her total accumulation of sick days by more than fifteen (15) in any one year. (N.J.S.A. 18A:30-7) In addition to the leave rights Ms. Schoening may have under federal and/or state law, she shall be permitted to take leave, without loss of pay, for up to five (5) days per school year to care for an immediate family member suffering from a serious illness, injury, and/or chronic condition.

#### **12. PROFESSIONAL CONFERENCES**

Ms. Schoening will be granted permission to attend the Fall NJSBA Conference, TECHSPO, the Spring New Jersey ASBO Conference, and the ASBO International Conference. The cost of transportation and registration shall be borne by the Board of Education. Payment for conference attendance, lodging, meals and incidentals shall be in accordance with applicable OMB regulations. Subject to approval by the Superintendent, Ms. Schoening may attend regional professional meetings and workshops at Board expense.

### **13. MILEAGE REIMBURSEMENT**

The Board shall reimburse Ms. Schoening for all approved travel at the rate established by the State of New Jersey, Office of Management and Budget. Said rate shall be implemented annually on July 1.

### **14. PROFESSIONAL DUES**

The Board shall pay for Ms. Schoening dues in the New Jersey Association of School Business Officials ("NJASBO"), Morris County ASBO, ASBO International, and NJ Society of Certified Public Accountants.

### **15. CELLULAR TELEPHONE**

The Board shall reimburse the Business Administrator \$100 per month for cellular phone charges

### **16. TERMINATION OF EMPLOYMENT**

a. Either party may terminate this contract upon sixty (60) days written notice to the other party without cause.

b. In the event that the employee's certificate is revoked or otherwise not maintained in full force and effect for any reason, this contract shall automatically terminate and become null and void as of the date of the revocation or loss of certification or via actions consistent with the statutory authority of the Board of Education

### **17. EVALUATION**

The Superintendent shall evaluate the performance of the Business Administrator in accordance with State law and the regulations of the State Board of Education.

### **18. PROFESSIONAL LIABILITY**

The Board shall hold harmless and indemnify the Business Administrator/Board Secretary for all claims, suits, actions, and legal proceedings in her capacity as an agent and/or employee of the Board, as set forth in N.J.S.A. 18A:16-6 and N.J.S.A. 18A:16-6.1.

### **19. RIGHT TO LEGAL COUNSEL**



Ms. Schoening acknowledges that she has been informed of her right to be represented by legal counsel regarding the negotiation, development, and approval of this Contract and that the Board's legal counsel does not represent her in the matter.

**20. ENTIRE AGREEMENT**

This Agreement contains the entire understanding of the parties.

**21. AMENDMENTS OR MODIFICATIONS**

This Agreement may not be modified or amended except by mutual agreement of the parties incorporated in writing and signed by both parties. Said amendments or modifications must have prior approval by the Executive County Superintendent.

**22. NEW JERSEY LAW**

This Agreement shall be construed in accordance with the provisions of the laws of New Jersey.

**23. SEPARABILITY**

In the event that any provision of this Contract is deemed to be illegal by a court or agency of competent jurisdiction then the remaining provisions shall remain in full force and effect.

**IN WITNESS WHEREOF**, they set their hands and seals to this contract effective on the day and year first above written.

ATTEST:

MOUNT OLIVE TOWNSHIP  
BOARD OF EDUCATION

By: Lynn Jones  
Lynn Jones, Board Secretary

Dated: 6/29/23

By: Dr. Antoine Gayles  
Dr. Antoine Gayles, President

Dated: 6/29/2023

WITNESS:

By: Gay A. Van Horn

Dated: 6/29/2023

By: Nicole Schoening  
Nicole Schoening, Bus. Admin.

Dated: