

BUSINESS ADMINISTRATOR EMPLOYMENT CONTRACT

THIS CONTRACT is made this 10th or 24th day of June , 2024, 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 July 1, 2024 through the close of business on June 30, 2025.

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 two hundred one, eight hundred twenty-five thousand dollars (\$201,825.00) during the term of this contract.

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.

6. VACATION

Ms. Schoening shall be granted twenty-four (24) vacation days annually, all of which shall be available to her on July 1st of each year, but shall be considered earned on a monthly pro-rata basis.¹ School vacations and holidays 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

¹ All leave time, sick days, waiver payments and other emoluments of employment shall be prorated during the term of this Agreement.

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required to report to work should there be a health, safety or other emergent issue affecting the District. Ms. Schoening may carry over up to fifteen (15) vacation days from one year to the next if she is precluded from using those days due to business demands. Except upon separation from employment, those days must be utilized by June 30 of the next school year or are forfeited. Ms. Schoening shall be paid for unused and earned vacation time up to thirty-eight (39) days at her per diem rate of pay (based upon a 1/260 work year). Upon death, Ms. Schoening's estate will be awarded her unused vacation time at the same identified rate. The Business Administrator shall be permitted to take vacation days upon prior notice and approval by the Superintendent during the school year.

7. **HOLIDAYS**

Ms. Schoening shall receive the same fourteen (14) holidays that are granted to the other twelve month employees that are employed by the Board.

Labor Day
Day before Thanksgiving
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve
Christmas
Next Workday after Christmas
New Year's Eve
New Year's Day
Martin Luther King Jr.'s Day
President's Day
Good Friday
Memorial Day
Independence Day

8. **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.

9. **BEREAVEMENT LEAVE**

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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.

10. 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.

11. 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.

12. 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.

13. 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.

14. CELLULAR TELEPHONE

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

15. 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

16. 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.

17. 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.

18. 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.

19. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties.

20. 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.

21. NEW JERSEY LAW

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


22. 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

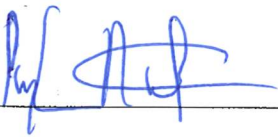
By: 
Lynn Jones, Board Secretary

Dated: 6/24/24

By: 
Lisa Narcise, President

Dated: 6/24/24

WITNESS:

By: 

Dated: 6/24/24

By: 
Nicole Schoening, Business. Administrator

Dated: 6/24/24



MOUNT OLIVE BOARD OF EDUCATION
BOARD MEETING AGENDA ITEM EXTRACT

Agenda Item Details

Meeting	Jun 24, 2024 - Administration Building - 6:30 PM
Category	7. Personnel Action Items (Upon the recommendation of the Superintendent)
Subject	7.4 Appointment of Business Administrator
Access	Public
Type	Action
Recommended Action	Resolved, that the Mount Olive Township Board of Education hereby approves the appointment of Nicole Schoening as Business Administrator, as well as the Employment Contract between Ms. Schoening and the Board of Education, effective July 1, 2024 through June 30, 2025 at an annual salary of \$201,825.00 consistent with the terms and conditions set forth in said Employment Contract which has been approved by the Executive County Superintendent of Schools.
Goals	District Goal #4: Recruit, develop, and retain the most highly skilled and diverse workforce to serve the entire District community.

Public Content

[N Schoening Employment Contract 2024-25.pdf \(221 KB\)](#)

Executive Content

Motion & Voting

Resolved, that the Mount Olive Township Board of Education hereby approves the appointment of Nicole Schoening as Business Administrator, as well as the Employment Contract between Ms. Schoening and the Board of Education, effective July 1, 2024 through June 30, 2025 at an annual salary of \$201,825.00 consistent with the terms and conditions set forth in said Employment Contract which has been approved by the Executive County Superintendent of Schools.

Motion by Jennifer Aquino, second by Lisa Fenton.

Final Resolution: Motion Carried

Yes: Jennifer Aquino, Lisa Fenton, BethAnn Figueira, Lauren Fitzgerald, Louisa Melendez, Lisa Narcise, Jeannie O'Neill, Marc Orzillo, Anthony Strillacci

I, Lynn Jones, Secretary to the Board of Education of the Township of Mount Olive in the County of Morris, State of New Jersey, hereby certify that the foregoing extract is a complete, true and exact copy from the minutes of the meeting of the Mount Olive Township Board of Education duly held on the date referenced above.



Lynn Jones, Board Secretary

