PHILIP D. MURPHY
GOVERNOR

TAHESHA L. WAY
LT. GOVERNOR

State of New Jersey
DEPARTMENT OF EDUCATION
Sussex County Office of Education
262 White Lake Road
Sparta, NJ 07871
Tele: (973) 579-6996
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KEVIN DEHMER
COMMISSIONER

GAYLE CARRICK, ED.D
EXECUTIVE COUNTY SUPERINTENDENT

June 23, 2025

John Fritzky, Superintendent
Andover Regional School District
707 Limecrest Road
Newton, NJ 07860

Dear Mr. Fritzky:

I have reviewed the employment contract for Ms. Nicole Sylvester, School Business Administrator/Board Secretary, in accordance with N.J.S.A. 18A:7-8(j) and to determine compliance with the standards adopted by the Commissioner of Education at N.J.A.C. 6A:23A-3.1. Based upon my review, I have determined that those provisions of the contract subject to my review are in compliance with applicable laws and regulations. Therefore, I approve the contract for the period July 1, 2025 to June 30, 2026 with an annual salary of $139,203.

If there are any changes to the terms of this contract, you will need to submit it to the Sussex Executive County Superintendent, for review and approval prior to the required public notice and hearing of such changes.

Kindly send a signed copy of the contract to our office.

Sincerely,

Gayle Carrick, Ed.D.
Executive County Superintendent

CC: Ms. Nicole Sylvester, School Business Administrator/Board Secretary

Andover Regional Board of Education Employment Contract
School Year 2025-2026

THIS EMPLOYMENT CONTRACT is made and entered into this 1st day of July, 2025, by and between the ANDOVER REGIONAL BOARD OF EDUCATION, of the Township of Andover, County of Sussex, with offices located at 707 Limecrest Road, Newton, New Jersey, 07860 (hereinafter referred to as the "Board"), and Nicole Sylvester, whose address is currently 17 Sara Lane, Succasunna, New Jersey 07876 (hereinafter referred to as the "School Business Administrator/Board Secretary").

THIS EMPLOYMENT CONTRACT replaces and supersedes all prior employment contracts between the Parties hereto. Signature to this contract constitutes assent to a rescission of any and all prior contracts as well as agreement to the terms thereof.

WHEREAS, the Board desires to provide the School Business Administrator/Board Secretary with a written employment contract so as to describe specifically their employment relationship and to serve as the basis of effective communication between the School Business Administrator/Board Secretary and the Superintendent, as the Board's agent, and the Board as they fulfill their administrative functions in the operation of the education program of the schools;

NOW, THEREFORE, the Board of Education and the School Business Administrator/Board Secretary, for the consideration herein specified, agree as follows:

1. TERM

The Board, in consideration of the promises herein contained of the Andover Regional Board of Education, hereby employs, Nicole Sylvester and hereby accepts employment as School Business Administrator/Board Secretary for a term commencing July 1, 2025, and expiring 11:59 p.m. June 30, 2026.

2. RESPONSIBILITIES

The School Business Administrator/Board Secretary shall report directly to the Board with respect to those duties which are statutorily required of the Board Secretary. With respect to all other duties, the School Business Administrator/Board Secretary shall report directly to the Superintendent. The duties of the School Business Administrator/Board Secretary in supervising the financial, maintenance, transportation, purchasing, food service and insurance programs shall be appropriate to the professional role and responsibility of the School Business

Administrator/Board Secretary and shall be set by board policy and in job description (attached hereto and incorporated herein by reference). Said policy and job description may be modified from time to time, consistent with the intent set forth above. The parties agree that the Board shall not hold any discussions regarding the School Business Administrator/Board Secretary's employment, unless the School Business Administrator/Board Secretary is given written notice at least 48 hours in advance, is permitted to be present during such discussions, is given the opportunity to address the Board, and is permitted to have a representative of her choosing speak on her behalf. In addition, the Board shall not hold any discussions with regard to the School Business Administrator/Board Secretary performance, or that may adversely affect her employment in public session, unless the School Business Administrator/Board Secretary requests that such discussions be held in public session, pursuant to the Open Public Meetings Act.

The School Business Administrator/Board Secretary is part of the management team. As management, the School Business Administrator/Board Secretary enjoys managerial prerogatives inherent in the position.

3. COMPENSATION

During the term of this Employment Contract, including any extension thereof, the Board Secretary/ School Business Administrator shall not be reduced in compensation including salary and benefits. In no event shall the School Business Administrator/Board Secretary's leaves of absence, medical and/or other insurance, and/or any other benefits be less than that provided any other employee in the district. Any adjustment in salary made during the life of this Employment Contract shall be in the form of an amendment and shall become part of this Employment Contract, but it shall not be deemed that the Board and the School Business Administrator/Board Secretary have entered into a new employment contract. In the event the duties of the School Business Administrator/Board Secretary are increased for whatever reason (for example, through the reorganization of positions and/or duties within the school district, and/or as a result of consolidation and/or regionalization of school districts, and/or as a result of the subcontracting and/or sharing of services), then the salary of the School Business Administrator/Board Secretary shall be increased to commensurate with the increased duties and responsibilities. Any increases will be subject to the review and approval of the ECS. Ms. Sylvester is also entitled to earn up to two merit incentives at a rate of one and a quarter percent (1.25%) of the salary indicated below under Article A. Salary. Qualitative and Quantitative merit incentives are at the discretion of the Superintendent and Board of Education.

A. SALARY

The Board shall provide the following salary as part of the Board Secretary/ School Business Administrator's compensation:

1. Salary. The Board shall pay the School Business Administrator/Board Secretary an annual base salary of one hundred thirty-four thousand seven hundred and forty-seven dollars ($138,453) for the 2025-2026 school year. This annual base salary rate shall be paid to the Board Secretary/ School Business Administrator in accordance with the schedule of salary payments in effect for other certified employees.

2. Longevity. The Board shall pay the School Business Administrator/Board Secretary who is employed by the district for a minimum of 5 years who shall receive an annual longevity payment, over and above the salary guide as follows:

1. 5-10 years $750
2. 11-15 years $1,250
3. 16-20 years $1,850
4. 21-25 years $2,500
5. 26-30 years $3,000

3. Travel. The School Business Administrator/Board Secretary will receive an annual travel payment of $1,500.00 to travel by personal vehicle on official business. The Business Administrator/Board Secretary who receives a travel payment is to submit copies of the following documentation: Driver's License; Vehicle Registration; and Vehicle Insurance Card which shall be kept on file with the Business Office. The documentation must be valid and current. Failure to provide valid and current documentation shall be cause to suspend and/or terminate receipt of travel stipend payments. Travel stipend shall include travel within the District during the school day, as well as, professional development opportunities.

4. Other Compensation. The board shall provide the Business Administrator with a Board paid cell phone or reimbursement for their personal cell phone, not to exceed $1,000 per year of the contract.

B. LEAVES OF ABSENCE

The Board shall provide the following leaves of absence as part of the School Business Administrator/Board Secretary's compensation:

1. Vacation. The School Business Administrator/Board Secretary shall be granted twenty (20) vacation days annually, all of which shall be available to the School Business Administrator/Board Secretary on July 1st of each year. Ten (10) vacation days may be carried over from one year to the next with the permission of the Superintendent. Upon receiving tenure, the Business

Administrator/Board Secretary will receive 25 vacation days. The School Business Administrator/Board Secretary shall be permitted to take vacation days at any time, including, but not limited to, at the School Business Administrator/Board Secretary sole option, upon retirement, designation or contract non-renewal. The Board, through its business office, shall be responsible for maintaining written documentation of the School Business Administrator/Board Secretary earned, used and accrued vacation days. In the event of an unpaid leave of absence for any reason, the School Business Administrator/Board Secretary shall be permitted to be paid during that time for any unused accumulated vacation time at her option.

2. Holidays. The School Business Administrator/Board Secretary shall be entitled to thirteen (13) paid holidays each year, to be set annually at the re-organizational meeting established for all 12-month employees. Additionally, the Business Administrator/Board Secretary shall be entitled to one (1) floater holiday.

3. Sick Leave. The School Business Administrator/Board Secretary shall receive twelve (12) days sick leave annually with pay. The unused portion of such leave, at the end of each school year, shall be cumulative in accordance with the provisions of Title 18A.

4. Personal Leave. The School Business Administrator/Board Secretary shall be granted four (4) days of leave annually with pay for personal matters which require absence during school hours, to be used at her discretion. Unused personal days shall convert to accumulated sick leave at the end of each year and said accumulated sick will not accrue more than 15 days of sick leave at the end of the year as per 18A:30-7.

5. Bereavement Leave. The School Business Administrator/Board Secretary shall be granted five (5) days of absence with pay for the death of an immediate family member. The term "immediate family" shall include mother, mother-in-law, father, father-in-law, sister, brother, husband, child, grandparent, and grandchild. The time must be used immediately following the death of the family member or friend, unless circumstances do not allow for it. An absence due to the death of any other family member of the employee or a close friend shall be allowed with pay for the required period not to exceed one (1) school day per event.

6. Family Illness. The School Business Administrator/Board Secretary shall be granted four (4) days of leave annually with pay for the illness of an immediate family member; cumulative to a maximum of four (4) annually.

C. MEDICAL INSURANCE

The Board shall provide, as part of the School Business Administrator/Board Secretary's

compensation, the following medical insurance to which the employee shall contribute to the payment of health benefits coverage as applicable by the provisions to the Chapter 78, PL 2011 regulations:

1. Major Medical/Hospitalization. The Board shall provide the School Business Administrator/Board Secretary with medical insurance plans, with full family coverage, consistent with that provided to other professional employees of the district. The School Business Administrator/Board Secretary may waive coverage in any of the health benefit plans (medical and prescription), in accordance with procedures established by the Board. The School Business Administrator/Board Secretary may be paid an amount equal to that paid to district professional employees for waiving said coverage or $5,000.00, whichever is less.

2. Prescription Plan. The Board shall provide the School Business Administrator/Board Secretary with a prescription program, with full family coverage, consistent with that provided to other professional employees of the district. If the employee chooses to waive medical coverage but retain prescription coverage, the School Business Administrator/Board Secretary shall pay the premium costs for such coverage as set forth in Chapter 78, PL 2011 regulations.

3. Dental Care. The Board shall provide the School Business Administrator/Board Secretary with a program of dental care, with full family coverage, consistent with that provided to other professional employees of the district with an $8.33 premium contribution each pay period. The School Business Administrator/Board Secretary may waive said coverage and will be paid an amount equal to that paid to district professional employees for waiving said coverage or $700.00, whichever is less.

D. INDEMNIFICATION

1. The Board agrees that it shall defend, hold harmless and indemnify the Board Secretary/ School Business Administrator from any and all demands, claims, suits, actions and legal proceedings of any kind brought against the Board Secretary/ School Business Administrator in her capacity as an agent and/or employee of the Board. If, legal counsel determines that a legal conflict exists in regard to the defense of any claim, demand or action brought against the Board, and the position of the Board in relation thereto, the Board Secretary/ School Business Administrator shall be entitled to her own legal counsel in which event the Board shall indemnify the Board Secretary/ School Business Administrator for the costs of her legal defense. The above statements regarding the Board's duty to hold harmless and indemnify the School Business Administrator/Board Secretary do not create and are not intended to create any individual duty on any Board member or any individual duties on any group of Board members. Nothing herein is to be construed to the contrary such as to impose any obligation on any Board member in an individual or collectively individual capacity. The Board further agrees to cover

the Board Secretary/Business Administrator under the Board's liability insurance policies and plans.

4. SEPARATION FROM SERVICE

The School Business Administrator/Board Secretary shall also receive the following, as part of her compensation upon her separation from employment with the district.

A. SICK AND VACATION DAYS

1. Upon the School Business Administrator/Board Secretary separation from employment with the district, the Board will pay for any unused, accumulated vacation days at the current per diem rate per day (1/260th of her annual salary per day) within thirty (30) days of the contract end date, not to exceed $15,000.00.

2. Upon retirement and notice to the Board, 100 days of unused sick days will be reimbursed, at the current per diem rate per day (1/260th of her annual salary per day). Reimbursement for sick days shall be consistent with the law in effect at the time this contract is signed. Such payment shall not exceed the greater of 100 days and/or $15,000.00, according to state law.

3. If the Business Administrator/Board Secretary dies before her contract period is complete, she shall have payment for all of her unused vacation days given to her estate at her current per diem rate (1/260th of her annual salary per day) within thirty (30) days of her death.

B. DEFINITION

For the purpose of this Employment Contract, "separation from employment" shall be meant to include, but not be limited to, the School Business Administrator/Board Secretary's separation from the district to death, retirement, contract non-renewal, and/or voluntary resignation.

5. PROFESSIONAL DEVELOPMENT

The Board and Superintendent encourage the continuing professional development of the School Business Administrator/Board Secretary through her participation, with the approval of the Superintendent, in, *e.g.*, conferences, seminars, informational meetings, county roundtables, and visits to other institutions which will enhance the skills of the Board Secretary/ School Business Administrator and/or which provide information and training needed by the district. The School Business Administrator/Board Secretary may attend, at a minimum, two state conferences, with a not to exceed (NTE) amount of $1,000 each. Also, the Board agrees to pay

for all necessary travel, registration and sustenance expenses associated with the School Business Administrator/Board Secretary's participation in professional development activities.

6. MEMBERSHIP FEES

The Board shall pay one hundred percent (100%) of the School Business Administrator/Board Secretary's membership fees and/or charges in the New Jersey Association of School Business Administrators, and the Sussex County Association of School Business Officials. In addition, the Board shall pay membership fees in such other state and national professional organizations which the Superintendent and the School Business Administrator/Board Secretary agree are necessary to maintain or improve the School Business Administrator/Board Secretary's professional skills.

7. EVALUATION

The Superintendent shall evaluate the School Business Administrator/Board Secretary annually and in writing as required by *N.J.A.C.* 6:3-4.1 (if nontenured) or *N.J.A.C.* 6:3-4.3 (if tenured). At any time deemed necessary of this Employment Contract, the Superintendent shall develop a Professional Improvement Plan (PIP), for the School Business Administrator/Board Secretary which shall incorporate the areas identified as in need of attention or improvement. The **PIP** shall include goals and objectives, with appropriate indicators of progress, for the next school year. These goals and objectives and the School Business Administrator/Board Secretary's job description shall be the basis upon which the Superintendent shall evaluate the Board Secretary/ School Business Administrator.

8. TERMINATION

This Employment Contract may be terminated by:

(a) suspension or revocation of the SBA certificate, makes the contract null and void

(b) mutual agreement of the parties; or

(c) unilateral termination by the School Business Administrator/Board Secretary upon, sixty (60) days written notice to the Superintendent.

(d) notification in writing by the Board to the School Business Administrator/Board Secretary, at least three (3) months prior to the expiration of this employment contract, of the Board's intent not to renew this employment contract. The Board agrees that, in the event of a non-renewal, it shall not unilaterally relieve the School Business Administrator/Board Secretary of her duties during the term of this employment contract.

9. 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.

10. 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 federal or state 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.

11. SAVINGS CLAUSE

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

12. RELEASE OF PERSONNEL INFORMATION

The Board acknowledges and agrees that disclosure of personnel information is governed by the Open Public Records Act, codified *at NJ.S.A.* 47:1A-1, *et seq.*, Executive Order No. 11 (November 15, 1974), Executive Order No. 21 (July 8, 2002), Executive Order No. 26 (August 13, 2002), and case law interpreting them. All information related to the School Business Administrator/Board Secretary performance, evaluation or any discipline which the public is not otherwise entitled to access under law is deemed confidential and shall not be released to the public absent a written release by the School Business Administrator/Board Secretary, or by a lawful order of a court of competent jurisdiction, or pursuant to a rule of a court of competent jurisdiction.

13. PERSONNEL RECORDS

The School Business Administrator/Board Secretary shall have the right, upon request, to review the contents of her personnel file and to receive copies at the Board's expense of any documents contained therein. She shall be entitled to have a representative accompany her during such review. No material derogatory to the School Business Administrator/Board Secretary conduct, service, character or personality shall be placed in her personnel file unless she has had an opportunity to review the material. The School Business Administrator/Board Secretary shall acknowledge that she has had the opportunity to review such material by affixing her signature to the copy to be filed with the express understanding that such signature in no way indicates

agreement with the contents thereof. The School Business Administrator/Board Secretary shall also have the right to submit a written answer to such material.

WHEREAS, a duly authorized officer of the Board has approved the terms and conditions of this Employment Contract; and,

WHEREAS, the School Business Administrator/Board Secretary has approved of the terms and conditions of this Employment Contract; and,

WHEREAS, this Employment Contract has been approved by a vote of the Members of the Board of Education of the Andover Regional School District at its meeting of June 25, 2025, and has been made a part of the minutes of that meeting;

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

BOARD OF EDUCATION OF THE ANDOVER REGIONAL SCHOOL DISTRICT

BY: _____ DATE: 6/23/25
Ms. Nicole Sylvester
School Business Administrator/Board Secretary

BY: _____ DATE: 6/24/25
Board President
Dr. Robert Koroski

WITNESS: _____ DATE: 6/24/25
Superintendent
Mr. John Fritzky

SCHOOL BUSINESS ADMINISTRATOR

Detailed Statement of Contract Costs

District: Andover Regional School District

Name: Nicole Sylvester

Job Title: School Business Administrator/Board Secretary

District Grade Span: K-8

On Roll Students as of 10-15-24: 477

	2024-2025	2025-2026	Difference	% Inc
Salary				
Salary	$ 134,747	$ 138,453	$3,706	2.75%
Subcontracted Services	$ -	$ -		
Longevity	$ 750	$ 750	$0	0.00%
TOTAL ANNUAL SALARY	**$ 135,497**	**$ 139,203**	**$3,706**	**2.74%**
Additonal Salary				
Quantitative Merit Goals	$ -	$ -		
Qualitative Merit Goals - 1.25% each	$ 3,369	$ 3,461	$93	2.75%
Additional Compensation - Describe:	$ -	$ -		
Total Additional Salary	$ 3,369	$ 3,461	$93	2.75%
TOTAL ANNUAL SALARY PLUS ADDITIONAL COMPENSATION	**$ 138,866**	**$ 142,664**	**$3,799**	**2.74%**
Board Contribution for Cost of Premiums for:				
Health Insurance	$ 12,643	$ 12,395	$248	
Prescription Insurance	$ -	$ -		
Dental Insurance	$ 1,447	$ 1,447	$0	
Vision Insurance	$ -	$ -		
Disability Insurance	$ -	$ -		
Other Insurance - Describe:	$ -	$ -		
Waiver of Benefits	$ -	$ -		
Section 125 Plan Reimbursements - Describe:	$ -	$ -		
Board Cost of Premiums	$ 14,090	$ 13,842	-$248	-1.76%
Employee Contribution to Premiums as per Law	$ 4,700	$ 4,700	$0	0.00%
TOTAL HEALTH BENEFITS COMPENSATION	**$ 9,390**	**$ 9,142**	**-$248**	**-2.64%**
Other Compensation				
Travel and Expense Reimbursement	$ 1,500	$ 1,500		
Professional Development (Capped Amount or Estimated Annual Cost)	$ 3,000	$ 3,100		
Tuition Reimbursement	$ -	$ -		
Mentoring Expenses - Describe:	$ -	$ -		
National/State/County/Local/Other Dues	$ 2,300	$ 2,300		
Subscriptions	$ -	$ -		
Board Paid Cell Phone or Reimbursement for Personal Cell Phone	$ 1,000	$ 1,000		
Computer for Home use, including supplies, maintenance, internet	$ -	$ -		
Other - Describe: Tax deferred annuity	$ -	$ -		
TOTAL OTHER COMPENSATION	**$ 7,800**	**$ 7,900**	**$100**	**1.28%**
Sick and Vacation Compensation				
Maximum Payment for Unused Sick Leave Upon Retirement	$ 15,000	$ 15,000		
Maximum Payment for Unused Vacation Leave - Retirement or Separation	$ 15,000	$ 15,000		
TOTAL UNUSED SICK AND VACATION PAYMENT	**$ 30,000**	**$ 30,000**	**$0**	**0.00%**
TOTAL CONTRACT COST	**$ 186,056**	**$ 189,706**	**$3,651**	**1.96%**