

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

**SCHOOL BUSINESS ADMINISTRATOR
EMPLOYMENT CONTRACT**

This Employment Contract is made and entered into this 29th day of April 2025 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. William Scholts, CPA, (hereinafter referred to as the "SBA/BS")

WHEREAS, the Board and the SBA/BS are desirous of entering into an Employment Agreement which sets forth the terms and conditions of employment for the position of Business Administrator/Board Secretary; and

WHEREAS, Mr. Scholts accepts said appointment as Business Administrator/Board Secretary and represents that he will faithfully and fully perform and carry out the duties and responsibilities of said office throughout the term of this Contract, including attendance at all meetings and school affairs required by the Superintendent or the Board; and,

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 4/29/25, and has been made a part of the minutes of that meeting;

NOW, THEREFORE, 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 September 1, 2025 and expiring on June 30, 2026.

To assist with transition into the position, the SBA/BS hereby accepts employment as the Assistant School Business Administrator for the term commencing on August 1, 2025 and expiring on August 31, 2025 before transitioning into the SBA/BS position as of September 1, 2025. The overall term of this Agreement shall be August 1, 2025 through June 30, 2026.

2. School Business Administrator Responsibilities/Full-Time Commitment

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, as well as in accordance with all Board policies, administrative regulations and job descriptions pertaining to the functions,

responsibilities, powers and authority of a Business Administrator/Board Secretary.

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.

The work day for the School Business Administrator shall be similar to other administrative personnel except that it is understood that the School Business Administrator is employed for specific tasks and may be expected to work beyond the regular workday, in order to accomplish such tasks when necessary. Such employment shall be considered part of the contract and no additional remuneration shall be provided.

The SBA/BS shall devote his full time skill, labor and attention to the discharge of his duties during the term of the Agreement, provided, however, with prior approval of the Superintendent he may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties, obligations and activities with or without remuneration, so long as such activities do not interfere with the full and faithful discharge of his duties and responsibilities as specified herein including, but not limited to, attendance at all Board meetings, required committee meetings, and other meetings of a professional nature as prescribed by the Superintendent.

On inclement weather days when the SBA/BS is unable to report to the District due to travel concerns, the SBA/BS will be permitted to work remotely, provided he is able to fully complete his duties while working from home and has access to the District network. All inclement weather remote work days must have the prior approval of the Superintendent. If Board meetings or other professional or committee meetings are still scheduled to be held in person on such days, the SBA/BS will be expected to attend these meetings unless separate approval is given by the Superintendent to work remotely.

3. Compensation

The Board shall pay the SBA/BS an annual base salary of \$195,000.00, prorated for the contract term of August 1, 2025 through June 30, 2026. 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.

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.

A maximum of five (5) unused vacation days may be carried over from one year to the next. The maximum allowable vacation days in any year including carryover shall be twenty-eight (28). In the event of the resignation or separation of the SBA/BS, up to

fourteen (14) unused vacation days will be paid at the daily rate of the SBA/BS.

- 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. Illness in the Family. Where personal presence is necessary because of critical illness in the employee's immediate family, absences may be allowed with pay for five (5) school days in each school year.
- E. 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 death of other family members.
- F. Holidays. The SBA/BS shall be entitled to time off, with pay, for all holidays provided by the Board for 12 month employees.
- G. Medical, Dental, Prescription & Disability Coverage. The SBA/BS, and his dependents, as defined by the applicable insurance policies, shall receive medical benefits in accordance with District policy and applicable law (Open Access Managed Choice Direct Access or equivalent and/or any plan offered under P.L. 2011, Ch. 44), and dental benefits coverage (Delta-NJDSP or equivalent), and long-term disability insurance coverage. The SBA/BS shall contribute toward the premium costs for all such coverage at Tier 4 as set forth in P.L. 2011, Chapter 78, or, for health benefits, as set forth in P.L. 2020, Chapter 44, as applicable. The contribution is pre-tax in accordance with the school district cafeteria plan. The health benefits provided will be the same as those provided to other certificated district staff.
- H. 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
- I. Automobile Expenses. The SBA shall be reimbursed for District travel at the approved State of New Jersey mileage rate, in accordance with current law and New Jersey Office of Management and Budget (NJOMB) circulars. This shall not include regular daily commuting to and from work. The SBA/BS shall supply the requisite documentation when seeking reimbursement, provided he has received the prior recommendation of the Superintendent and the prior approval of the Board.
- J. Cellular Telephone. The Board shall reimburse SBA/BS \$50.00 per month for his business-related mobile phone usage.

- K. 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.
- (c) actions consistent with the statutory authority of the Board.
- (d) The revocation or suspension of the SBA/BS's certificate, at which time this contract shall automatically terminate and become null and void as of the date of the revocation or loss of certification

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.

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

Attest:

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