Employment Contract
Between
Heather A. Spitzer
and
The Governing Board of the Hunterdon Central Regional High School District of Flemington, New Jersey

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THIS EMPLOYMENT CONTRACT is made and entered into this 1st day of July, 2024, by and between the HUNTERDON CENTRAL REGIONAL HIGH SCHOOL DISTRICT BOARD OF EDUCATION ("District" or "Board"), and HEATHER A. SPITZER ("Employee" or "School Business Administrator/Board Secretary")

WHEREAS, District desires to provide the School Business Administrator/Board Secretary with a written employment contract in order to enhance administrative stability and continuity within the schools which District believes generally improves the quality of its overall educational program; and

WHEREAS, District and the School Business Administrator/Board Secretary believe that a written Employment Contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the schools;

NOW, THEREFORE, District and School Business Administrator/Board Secretary, for the consideration herein specified, set forth the following mutual covenants as follows:

ARTICLE I – TERMS

The District, in consideration of the promises herein contained of Hunterdon Central Regional High School, hereby employs, and the Employee hereby accepts employment as the School Business Administrator/Board Secretary for a term commencing July 1, 2025 and ending at midnight on June 30, 2026.

ARTICLE II - PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES

A. At all times while serving pursuant to this Employment Contract, the Employee shall hold a valid and appropriate certificate to act in this District in accordance with the pertinent job description and the Rules and Regulations of the New Jersey Department of Education.

B. The Employee shall devote the necessary attention to the business of the District. The Employee shall have the responsibilities and job functions as set forth on the pertinent job description and such other responsibilities designated by the Superintendent of Schools. Additionally, in consideration of the employment, salary and fringe benefits established hereby, the Employee hereby agrees to the following:

1. To faithfully perform the duties of School Business Administrator/Board Secretary for the Board and to serve in accordance with the Laws of the State of New Jersey, Rules and

Regulations adopted by the State Board of Education, existing Board policies and those which are adopted by the Board in the future. The specific job description adopted by the Board, applicable to the position of School Business Administrator/Board Secretary, is incorporated as if more fully stated herein.

2. To devote the necessary time, skills, labor and attention to this employment during the term of this Employment Contract. The School Business Administrator/Board Secretary shall notify the Superintendent in the event she is going to be away from the district on district business for two (2) or more days in any week. Any time away from the district that is not for district business must be arranged in accordance with provisions for all other District employee's governing time off.

3. To perform all duties incident to the Office of School Business Administrator/Board Secretary and such other duties as may be prescribed by the Superintendent from time to time.

ARTICLE III - WORK YEAR/DAY

A. The School Business Administrator/Board Secretary's work year shall be based on the school calendar, effective July 1, 2025 through June 30, 2026.

B. Calculation of the School Business Administrator/Board Secretary's per diem rate shall be based on a work year denominator of 260 days.

C. The work day shall be similar to other administrative personnel except that it is understood that the School Business Administrator/Board Secretary is employed for specific tasks and is 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 renumeration shall be provided.

D. The School Business Administrator/Board Secretary shall receive all of the holidays identified on the Board-approved calendar as school holidays when school is in session, including but not limited to Thanksgiving, Winter, and Spring Breaks. When school is not in session, the School Business Administrator/Board Secretary will receive Independence Day and, if it falls outside of session, Labor Day as paid holidays.

ARTICLE IV – VACATION

A. Twenty-three (23) days are provided annually (July 1, 2025 through June 30, 2026) for vacation purposes. These days shall be available to her on July 1 of the contract year.

B. In cases when she cannot utilize vacation due to the demands of the District, up to twenty-three (23) unused vacation days may be carried into the next school year pursuant to N.J.S.A. 18A:30-9.1, with the approval of the Superintendent. Unused carryover vacation days may not be carried over to a second year.

C. Vacations shall be scheduled so as to minimize disruption to the operation of the school district.

ARTICLE V- SICK LEAVE

A. The School Business Administrator/Board Secretary is entitled to thirteen (13) sick leave days per 12 months during the term of this Employment Contract.

Ten (10) non-accumulative, which may not be carried forward from year to year, additional sick leave days shall be allotted to the Employee each school year. All accumulated sick leave days shall be used before non-accumulative sick leave days.

B. The Board reserves the right to require a certificate from a doctor in any case where Employee is absent for three or more consecutive days.

ARTICLE VI - TEMPORARY LEAVES OF ABSENCE

A. Two (2) days leave of absences for personal business shall be granted over the period of this Employment Contract (hereinafter "personal leave"). Personal leave excludes vacations, household and other routine matters which could otherwise be equally satisfactorily performed when school is not in session. Requests for personal leave will be made at least five (5) days in advance, except in the case of emergencies. Personal days accumulate from year to year, but no more than three (3) personal days may be taken in one school year. Any unused personal days can be converted into sick days and added to any accumulated sick days. The Employee may not be permitted to increase their total accumulation of sick leave by more than 15 days in any one year (N.J.S.A. 18A:30-7). Any donation of a personal leave day to the catastrophic illness bank will be considered a "used" day.

B. The Board recognizes the value of school visitations and attendance at meetings or conferences of an educational nature as well as conferences of State and National professional organizations. Adequate time for the above noted leaves shall be granted upon the approval of the Superintendent. Application shall be made at least five (5) days in advance.

C. Two (2) days leave of absence shall be granted for family illness.

D. The Board shall grant up to five (5) successive days at any one time in the event of death of spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, and any member of the immediate household. For all other relationships one (1) day shall be granted unless extended by the Superintendent.

E. Other leaves of absence without pay may be granted by the Board and extension or renewals of leaves shall be granted if approved by the Superintendent.

ARTICLE VII - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

The District encourages the continuing professional growth of the School Business Administrator/Board Secretary as it pertains to:

A. The operations, programs and other activities conducted or sponsored by local state and national school administrators and school Board associations.

B. The Board shall pay all costs and fees associated with any state mandated continuing education.

C. Seminars and courses offered by public or private education institutions.

D. Informational meetings with other persons whose particular skills or backgrounds would serve to improve his/her capacity to perform one's professional responsibilities for the District.

E. District shall permit a reasonable amount of release time to attend to such matters and pay for the necessary fees for travel and subsistence expenses, as approved by the Superintendent.

F. Educational Expenses:

1. All graduate course work for which the District is expected to make reimbursement must be approved in advance by the Superintendent. The School Business Administrator/Board Secretary agrees that any graduate level coursework tuition reimbursement or graduate level coursework taken for additional compensation must be part of a graduate degree program that will culminate in the acquisition of a graduate degree conferred by a duly accredited institution of higher education as defined in N.J.A.C. 6A:3. The Board will provide reimbursement for a maximum of twelve (12) graduate credits within one (1) school year from July 1 of one year to June 30th of the following calendar year. The reimbursement rates shall be the per credit rate of the Rutgers University Graduate School of Education.

   The Employee must provide copies of receipts for payment from the college. Reimbursement payment will be made following submission by the Employee of evidence that the course has been satisfactorily completed and a passing grade received. To be considered passing, a grade must be accepted toward graduate credit by the college attended.

2. The School Business Administrator/Board Secretary must continue her employment for a period of (1) one year from the end date of any coursework for which tuition reimbursement was received. If the employee voluntarily leaves employment before the one-year period ends, she must refund the District the amount of tuition reimbursement received.

ARTICLE VIII – DUES

The Board shall pay those membership dues reflective of the School Business Administrator/Board Secretary position in ASBO at all levels. The Board agrees to pay dues and fees on behalf of the School Business Administrator/Board Secretary to ASBO International, NJASBO, SBO County Association. Other memberships, as approved by the Superintendent, may also be paid.

ARTICLE IX - INSURANCE AND OTHER BENEFITS

A. The Board will provide individual, two adult, parent/children, and full family health care insurance coverage comparable to coverage. Pursuant to applicable law and regulation, the employee shall contribute an amount toward payment of premiums.

B. The Board will provide individual, two adult, parent/children, and full family prescription insurance coverage. Pursuant to applicable law and regulation, the employee shall contribute an amount toward payment of premiums. Employees will participate in the Generics First "Step Therapy" Program.

Retail co-pays for up to a 30 (thirty) day supply will be as follows:

Generic	$10
Preferred Brand	$25
Non-Preferred Brand	$50

Mail Order for up to a 90-day supply will be two (2) times the retail co-pay for the class of prescription ordered.

C. The Board agrees to provide family, two adult, parent/children, and single dental coverage including preventive and diagnostic at the current level of coverage or coverage substantially similar to the current level of coverage. Pursuant to applicable law and regulation, the employee shall contribute an amount toward payment of premiums.

D. Employees may waive coverage under the medical/prescription plan and/or the dental plan in return for a taxable payment as follows:

Medical/Prescription Waiver
$5,000 (five thousand dollars) Family
$4,000 (four thousand dollars) Two Adult
$3,000 (three thousand dollars) Parent/Children
$2,000 (two thousand dollars) Single

Dental Waiver
$300 (three hundred dollars) Family
$200 (two hundred dollars) Two Adult
$200 (two hundred dollars) Parent/Children
$100 (one hundred dollars) Single

E. Health, prescription, and dental benefits provided under this article will end on the last day of employment.

F. The School Business Administrator/Board Secretary may participate in an optional IRS 125 Flexible Spending Account ("FSA"). The FSA will follow a calendar year and will provide the Employee with the opportunity to set aside up to $3,300 annually for medical expenses and up

to $5,000 annually for dependent care reimbursement. Monies deposited into an employee individual FSA account that are not expended by the end of the benefits year will revert back to the Board and cannot be rolled over into the next benefit year. The Board will pay the cost of administering and operating the FSA. Should federal limits change, these limits may change accordingly.

G. The Board Agrees that it will reimburse the School Business Administrator up to Three Thousand Dollars ($3,000.00) per year for the purchase of a disability income-protection policy naming the School Business Administrator as beneficiary. This disability insurance policy shall be in addition to the benefits available from the district's participation in the New Jersey State Temporary disability program and shall not be construed as a supplement to or a duplication of the benefits available under the New Jersey Temporary disability Insurance policy.

ARTICLE X - COMPENSATION

The District shall pay the Employee an annual salary of One Hundred Ninety-One Thousand and Six Hundred and Ten Dollars ($191,610.00) over the term of this Employment Contract. Salary payments will be made in accordance with other twelve (12) month Administrators.

ARTICLE XI - TERMINATION OF EMPLOYMENT CONTRACT

It is hereby agreed by the parties hereto that this Employment Contract may at any time be terminated by either party giving the other sixty (60) days' notice in writing of intention to terminate the same. If notice is given by the District, salary payment in lieu of employment for an additional sixty (60) days may be made by the District. Further, this Employment Contract may be terminated as provided by law and by operation of law in accordance with Title 18A.

ARTICLE XII - RETIREMENT

A. Eligibility: Compensation for accumulated but unused sick leave shall be payable only at the time of retirement from a state or locally administered retirement system. Any supplemental payout for unused sick leave shall be conditioned upon the Board receiving official documentation that the School Business Administrator retired.

The Board will recognize domestic partners (Per Chapter 246, P.L. 2003) as dependents for pension purposes.

B. Sick days: Upon retirement and notice to the Board, the School Business Administrator shall be eligible to receive compensation for accumulated but unused sick leave days pursuant to N.J.S.A. 18A:30-3.5. Unused sick leave days shall be compensated at the rate of $1/260^{th}$ of the School Business Administrator's base salary at the time of retirement. However, pursuant to N.J.S.A. 18A:30-3.5, in no case shall the School Business Administrator receive compensation for accumulated but unused sick leave days which exceeds Fifteen Thousand Dollars ($15,000.00).

C. Vacation: Upon the School Business Administrator/Board Secretary's retirement, termination, or resignation, the Board will pay all accumulated vacation days, as permitted under Article IV-B, calculated at the employees per diem rate. Payment shall be limited to amounts established pursuant to New Jersey Statute 18A:30-9.

D. Payment to Estate: If the School Business Administrator/Board Secretary dies before her employment contract year is completed, payment for her accumulated vacation days shall be made to her estate.

ARTICLE XIII - MEDICAL EXAMINATION

The Employee may provide, upon request of the District, information permitted under N.J.S.A. 18A.16·2, in accordance with the procedures for employee physicals.

ARTICLE XIV - EXPENSES

The District shall pay or reimburse the School Business Administrator/Board Secretary for reasonable expenses within the current IRS and State guidelines and with approval of the Superintendent. The District will also reimburse the School Business Administrator/Board Secretary, upon proof of payment, for reasonable job expenses as permitted under State laws, including for a wireless communication service plan up to $100 per month. All travel reimbursements will comply with OMB guidelines.

ARTICLE XV - RELEASE OF PERSONNEL INFORMATION/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 Board expense of any documents contained therein. She shall be entitled to have a representative accompany her during such review. At least once every year, the School Business Administrator/Board Secretary shall have the right to indicate those documents and/or other materials in her file that she believes to be obsolete or otherwise inappropriate to retain; and, upon final approval of the Superintendent, such documents identified by her shall be destroyed. No material derogatory to the School Business Administrator/Board Secretary's 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.

ARTICLE XVI – EVALUATION

The Superintendent shall evaluate the performance of the Employee in accordance with the New Jersey Administrative Code.

ARTICLE XVII - GRIEVANCE PROCEDURE

In keeping with the policy of the Board to serve the interests of all residents and taxpayers in the community in obtaining the best possible education for their children, it is hereby adopted that, in a spirit

of cooperation and mutual trust between the Board and its staff of professional employees, any question, problem, complaint, appeal or grievance by the Employee shall be resolved pursuant to Board Policy No. 4340 "GRIEVANCE". If the Employee invokes those procedures, she shall not be subject to any prejudicial or punitive action by reason of invoking such procedures.

ARTICLE XVIII – INDEMNIFICATION

In accordance with N.J.S.A. 18A:16-6, the Board shall save and hold the Employee harmless for any act or omission arising out of a course of the performance of their duties. The Board agrees to arrange for and maintain insurance to cover such claims in accordance with applicable law.

ARTICLE XIX - COMPLETE AGREEMENT

This Employment Contract embodies the entire agreement between the parties hereto and supersedes any prior or contemporaneous agreement, representation or understanding, whether written or oral. This Employment Contract may not be modified except by written instrument executed by all the parties hereto. Any modification to the Contract shall be submitted to the Executive County Superintendent for review and approval.

ARTICLE XX - SAVING 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 the Contract not affected by such a ruling, shall remain in force.

IN WITNESS WHEREOF the District has caused this Employment Contract to be approved in its behalf by a duly authorized officer and the School Business Administrator/Board Secretary has approved this Employment Contract effective the day and year specified above.

School Business Administrator/ Board Secretary	Hunterdon Central Regional High School District of Flemington, N.J.
_____	_____
Heather A. Spitzer	Lisa Santangelo, Board President
Witness:	Witness:
_____	_____
Dated: _____	Dated: _____