INTERIM BUSINESS ADMINISTRATOR/BOARD SECRETARY EMPLOYMENT AGREEMENT

This Employment Agreement is made and entered into this 22nd day of June, 2026, by and between the Mount Olive Township Board of Education (hereinafter, "the "Board"), with administrative offices located at 227 Route 206, Flanders, New Jersey, County of Morris, State of New Jersey 07836, and Timothy M. Stys,, with an address of Hillsborough, NJ, whose position is to serve as Interim School Business Administrator/Board Secretary (hereinafter, "Mr. Stys," or "Business Administrator").

WITNESSETH:

WHEREAS, the Board has the need for a qualified individual to perform the duties of the Business Administrator/Board Secretary during the period between the departure of its current Business Administrator and the commencement of employment by a new Business Administrator and has the authority to make the appointment of a temporary officer in such position pursuant to N.J.S.A. 18A:16-1.1;

WHEREAS, the Business Administrator is certified by the New Jersey State Department of Education as a School Business Administrator and holds all requisite certifications and endorsements for such appointment;

WHEREAS, the Business Administrator is willing to provide said services, in accordance with the terms and conditions as set forth herein;

WHEREAS, this Employment Agreement is contingent upon the review and approval of the Executive County Superintendent of Morris County (hereinafter referred to as the "Executive County Superintendent");

NOW, THEREFORE, in consideration of the mutual covenants and promises herein expressed, the Parties hereby agree as follows:

1. **Appointment and Term:**

Subject to the approval of the Executive County Superintendent, the Board hereby appoints Mr. Stys to the position of Interim School Business Administrator/Board Secretary for the Mount Olive Township Board of Education, and s/he accepts such appointment, on a *per diem* basis, beginning the 1st of July, 2026 through the 30th of June, 2027.

2. **Duties and Responsibilities:**

In consideration of the employment and salary established herein, the Business Administrator agrees to faithfully perform all the duties of a Business Administrator/Board Secretary, as directed by the Superintendent of Schools and in accordance with the duties and responsibilities of a Business Administrator as specified in Title 18A of the New Jersey Revised Statutes and all other applicable laws, regulations, Board policies, administrative codes, and job descriptions pertaining to the functions, responsibilities, powers and authority of the position as

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they may be modified, from time to time.

3. **Salary:**

During the term of this Employment Agreement, the Board agrees to compensate the Business Administrator a per diem rate of eight hundred and fifty dollars ($850.00) per day, contingent upon a successful criminal history review and all other background checks required by the State of New Jersey and the Board. All salary payments shall be made in accordance with the Board's regular payroll procedures and periods. The Board shall make all appropriate payroll tax and other deductions. Attendance at job-related meetings shall be included in the fulfillment of the workday. The Business Administrator shall be paid an additional two hundred dollars ($200.00) per meeting for his attendance at each Board meeting. The Business Administrator shall submit a duly executed voucher certifying the days and hours worked, no later than the last day of each month.

4. **Mileage Reimbursement:**

The Business Administrator shall be reimbursed 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.

5. **NJASBO Workshops & Conference:**

The Business Administrator shall be granted permission, subject to approval by the Superintendent, permission to attend New Jersey Association of School Business Officials ("NJASBO") workshops and 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.

6. **Professional Liability:**

The Board agrees that it shall defend, hold harmless, and indemnify the Business Administrator from any and all demands, claims, suits, actions, and legal proceedings brought against the Business Administrator in his official capacity as 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.

7. **Certifications/Qualifications:**

The Business Administrator represents that s/he possesses a valid standard School Business Administrator Certificate issued by the New Jersey State Department of Education, as well as all other certifications/qualifications that are required to lawfully discharge all duties and responsibilities of the position of Business Administrator/Board Secretary.

8. **No Other Benefits:**

The Business Administrator shall be deemed an employee solely for income tax payroll deduction and indemnification purposes, for all other purposes s/he shall be considered an

independent consultant, and as such shall receive no other compensation, benefits (including but not limited to insurance coverage) or any other emoluments of employment, except for mileage reimbursement in accordance with State regulations and Board policy, and as listed in Paragraphs 3 (above), 9 (below) and Exhibit A, "Detailed Statement of Contract Costs", appended hereto as if fully set forth herein, or as otherwise needed to meet the needs of the position, unless otherwise stated herein.

9. **Sick Leave:**

The Business Administrator shall be credited with paid sick time in accordance with The Earned Sick Leave Act, N.J.S.A. 34:11D-2 et seq. For every thirty (30) hours worked, the Business Administrator shall accrue one hour of paid sick time. The Board shall not be required to permit the accrual, use in any Contract year or carry forward from one Contract year to the next more than 40 hours of earned sick leave.

10. **Termination**

The Business Administrator shall serve at the pleasure of the Board. Such appointment shall cease: (i) upon thirty (30) days' written notice from one party to the other, with or without cause; or (ii) on the commencement of employment by a permanent Business Administrator, unless otherwise extended by mutual consent of the Parties, subject to the approval of the Executive County Superintendent. Pursuant to N.J.S.A. 18A:17-15.1, in the event that the Business Administrator's certification is revoked, this Employment Agreement shall become null and void as of the effective date of the revocation. In the event of termination prior to the expiration of his term, the Business Administrator shall be compensated up to the date of termination.

11. **Modification Clause:**

The terms and conditions of this Employment Agreement shall not be modified except by the written consent of both parties hereto and review and approval by the Executive County Superintendent. Any amendments to this Employment Agreement shall not create a new agreement or agreement term but shall only constitute an amendment to the existing Employment Agreement.

12. **Renewal(s) and Extension(s):**

Any renewal(s) and/or extension(s) of this Employment Agreement shall comply with the applicable laws, statutes and codes regarding same.

13. **Governing Laws:**

This Employment Agreement shall be interpreted, construed and governed according to the laws of the State of New Jersey.

14. **Savings and Waiver:**

If during the term of this Employment Agreement, it is found that a specific clause of this

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Employment Agreement is contrary to federal or state law, the remainder of the Employment Agreement not affected by such ruling shall remain in full force and effect. The Parties hereto represent to each other that they fully understand the terms and conditions of this Employment Agreement and agree to be bound by same pursuant to the rules and regulations of the Department of Education and the laws of the State of New Jersey. The Parties further understand and agree that any waiver(s) of any provision(s) of this Employment Agreement shall not be deemed to be a waiver of any other provision(s) or of subsequent breaches and shall not be construed to be a modification of any of the terms of this Employment Agreement.

15. **Employee Performance Evaluation:**

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

16. **Approval of Employment Agreement:**

The Parties understand and agree that this Employment Agreement is contingent upon approval by the Executive County Superintendent, prior to final Board action concerning same. Such approval is required prior to this Employment Agreement becoming effective.

17. **Right to Legal Counsel:**

Mr. Stys acknowledges that s/he has been informed of the right to be represented by legal counsel regarding the negotiation, development, and approval of this Agreement and that the Board's legal counsel does not represent him/her in the matter.

18. **Entire Agreement:**

This Agreement contains the entire understanding of the parties.

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

INTERIM BUSINESS ADMINISTRATOR/ BOARD SECRETARY

ATTEST:

By: _____
Dr. Sumit Bangia, Superintendent
Dated: _____

WITNESS:

By: _____
Mr. Timothy Stys
Interim Business Administrator/
Board Secretary

Dated: _____

MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION

By: _____
Dr. Anthony Giordano, Board President
Dated: _____

By: _____

Dated: _____

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