

CONTRACT OF EMPLOYMENT

THIS CONTRACT OF EMPLOYMENT is made and entered into this 12th day of September, 2011, by and between the **WARREN TOWNSHIP BOARD OF EDUCATION**, with offices located at 213 Mt. Horeb Road, Warren, New Jersey 07059 (hereinafter "the Board")

and

PATRICIA LEONHARDT, whose position is to be the Business Administrator/Board Secretary (hereinafter "Business Administrator").

WITNESSETH

WHEREAS, the Board and the Business Administrator believe that a written employment contract is necessary to specifically describe their relationship and to serve as the basis of effective communication between them; and

WHEREAS, the Board offered Patricia Leonhardt the position of Business Administrator, and she has accepted the Board's offer; and

WHEREAS, the Board approved the terms of this Contract of Employment by a vote of its members at a regularly scheduled meeting on September 12, 2011 and has authorized the President of the Board to execute this Contract of Employment.

NOW, THEREFORE, the Board and the Business Administrator, for the consideration herein specified, agree as follows:

1. **TERM**

The Board hereby agrees to employ Patricia Leonhardt as the Business Administrator of the Warren Township School District for the period beginning on or about November 14, 2011 and ending at 11:59 p.m. on June 30, 2012.

2. **CERTIFICATION AND RESPONSIBILITIES**

A. **Certification:**

The Business Administrator shall maintain a current and valid certificate issued by the New Jersey Department of Education for the position of Business Administrator/Board Secretary. In the event the Business Administrator's certificate issued by the Department of Education is revoked, this contract is null and void as of the date of the certificate revocation.

The Business Administrator further agrees to comply with all other legal requirements respecting the employment of a Business Administrator.

B. Duties:

The Business Administrator shall have general supervision over all fiscal operations and the buildings and grounds of the district and shall supervise the staff concerning the physical plant and business affairs, which in her judgment, best serve the district. The Business Administrator shall report directly to the Superintendent of Schools, and 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.

All duties assigned to the Business Administrator by the Superintendent of Schools should be appropriate to and consistent with the professional role and responsibility of the Business Administrator, and shall be set by Board policy and in the Job Description for the Business Administrator which may be modified from time to time, consistent with the intent set forth above.

The Business Administrator shall devote her full time, attention, and energy to the business of the school district. She may serve, however, upon the prior notice and approval of the Board (which shall not be unreasonably withheld), as a consultant to other districts or education agencies, lecture, engage in writing activities and speaking engagements, and engage in other activities which are of a short-term duration.

3. PROFESSIONAL GROWTH OF BUSINESS ADMINISTRATOR

The Board encourages the continuing professional growth of the Business Administrator through her participation as she and the Superintendent might decide, in light of her responsibilities as the Business Administrator, in the following ways:

- A. The operations, programs and other activities conducted or sponsored by local, state and national school administrator and/or school board associations, including but not limited to, conferences, conventions, and workshops;
- B. Seminars and courses offered by public or private educational institutions;
- C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Business Administrator to perform her professional responsibilities for the Board;
- D. Visits to other institutions; and
- E. Other activities promoting the professional growth of the Business Administrator.

Expenses for meals, lodging, registration, and transportation for conventions of recognized educational associations, workshops, seminars, and institutes to enhance the Business Administrator's knowledge and expertise in the field of education and administration shall

be paid for/reimbursed by the Board in accordance with law. Such payments or reimbursements, shall be made in accordance with OMB travel circular provisions, the general requirements of N.J.S.A. 18A:11-12, Board policy, and upon prior approval of the Superintendent and the Board. The Business Administrator shall follow Board policy and applicable law in supplying the necessary documentation for reimbursement.

4. COMPENSATION

A. Salary:

The Board shall pay the Business Administrator an annual salary of One Hundred Thirty One Thousand Dollars (\$131,000.00), pro-rated. This annual salary shall be paid to the Business Administrator in accordance with the payroll schedule for other certified employees.

During the term of this Contract of Employment, the compensation and/or benefits of the Business Administrator shall not be reduced.

5. BENEFITS

A. Vacation/Personal Days/Holidays:

The Business Administrator shall be entitled to twenty-three (23) vacation days annually, pro-rated, which will accrue at a rate of 1.92 days per month. Unused vacation days as of June 30th shall be forfeited.

The Business Administrator shall receive the following paid holidays:

Independence Day	New Year's Eve Day
Labor Day	New Year's Day
Teacher Convention Days (2)	Martin Luther King Day (if the schools are Closed and no workshop is scheduled)
Thanksgiving Day	President's Day
Thanksgiving Friday	Good Friday
Christmas Eve Day	Memorial Day
Christmas Day	

In the event that one of these days falls on a weekend, an alternate day shall be given as a non-work day at the discretion of the Superintendent.

As per the District calendar, Rosh Hashanah and Yom Kippur shall be given as non-work days if they fall on week days when school is not in session. In the event these days fall on a weekend, no alternate day shall be given as a non-work day.

B. Personal Leave:

The Business Administrator shall be entitled to a maximum of four (4) days per year, pro-rated, for the conduct of personal affairs which cannot be handled outside of school hours. Personal days shall be available to the Business Administrator on her first day of employment.

C. Bereavement Leave:

The Business Administrator shall be granted up to five (5) bereavement days with pay for the purpose of attending to matters immediately following the death of an immediate family member. For purposes of this Contract of Employment "immediate family member" shall be defined as the Business Administrator's spouse, parent, other member of the immediate household, child, step-child, grandchild, step-grandchild, grandparent, sibling, parent-in-law, niece, or nephew. In the case of any other family member, up to three (3) days of bereavement leave shall be granted. Unused bereavement leave at the end of each Contract of Employment year shall not be cumulative.

D. Medical and Other Benefits:

The Business Administrator shall be eligible to receive medical and health care benefits as provided by the Board which is currently the School Employees Health Benefit Plan (SEHBP). If the Business Administrator enrolls in a Board medical insurance plan she shall be responsible for contributing towards the cost of such benefits as provided by law. Upon meeting the health benefit waiver of coverage eligibility requirements for the SEHBP, the Business Administrator shall be entitled to collect a health insurance waiver payment in lieu of receiving health benefit coverage. The waiver payment shall be equal to the lesser of 25% or \$5,000 of the amount saved by the Board.

The Business Administrator shall be eligible to receive family dental insurance at no cost to the Business Administrator.

E. Sick Leave:

The Business Administrator shall be granted twelve (12) sick days annually, pro-rated, calculated on an annualized basis, which shall be available to the Business Administrator on her first day of employment. The unused portion of such leave, at the end of any year, shall be cumulative.

F. Membership Fees:

Upon the prior approval of the Superintendent, the Board shall pay the Business Administrator's membership fees and/or charges to appropriate educational and/or professional organizations as approved by the Board, as well as subscriptions to appropriate and/or professional publications, in an amount not to exceed Two Thousand

Dollars (\$2,000).

G. Cellular Telephone Device:

The Board shall reimburse the Business Administrator for a cellular telephone device at an initial value of up to one hundred dollars (\$100.00) for the initial purchase of the device. Thereafter, the Board shall reimburse the Business Administrator for the use of a cellular telephone device in carrying out her duties under the terms and conditions of this Contract of Employment at a cost of up to thirty dollars (\$30.00) per month.

H. Expense Reimbursement:

The Board shall reimburse the Business Administrator for expenses incurred for travel and sustenance in the performance of the Business Administrator's duties under this Contract of Employment in accordance with law. Mileage shall be paid from mileage vouchers according to "New Jersey Office of Management and Budget" rates per mile. The Business Administrator shall be reimbursed for expenses pursuant Board policy, upon prior approval of the Superintendent and the Board, and pursuant to N.J.S.A.18A:11-12 and regulations promulgated thereunder. Expense reimbursement shall not include travel to or from the Business Administrator's residence to the District.

I. Long-Term Disability:

The Business Administrator may choose to participate in the same long-term disability program offered to other District administrators, the premiums for which shall be at her own expense.

6. **SEPARATION FROM SERVICE**

A. Accumulated Unused Sick Days:

Upon the Business Administrator's retirement from employment with the District, the Board will pay all unused, accumulated, sick days earned while an employee of the Board, in accordance with law. Sick days shall be reimbursed at the final per diem rate which shall be calculated at 1/260 of the Business Administrator's then annual salary, and reimbursement for accumulated unused sick days shall not exceed Fifteen Thousand Dollars (\$15,000) as provided by N.J.S.A. 18A:30-3.5. Payment by the Board to the Business Administrator's for her unused sick days shall be made within 30 days of her retirement.

B. Accumulated Unused Vacation Days:

Upon the Business Administrator's separation from employment with the District or retirement from employment with the District, the Board will pay all unused vacation days earned that year at the rate of 1/260th of the Business Administrator's current salary.

C. Payment to Estate:

If the Business Administrator dies before her Contract of Employment year is completed, payment for any accumulated unused vacation days due to the Business Administrator shall be made to her estate in accordance with law.

7. **EVALUATION**

The Superintendent shall evaluate the performance of the Business Administrator in accordance with law. Each evaluation shall be in writing, a copy shall be provided to the Business Administrator, and the Superintendent and Business Administrator shall meet to discuss the findings. The evaluations shall be based upon the goals and objectives of the District and the Board of Education, the responsibilities of the Business Administrator as set forth in her job description, and such other criteria as the State Board of Education shall by regulation prescribe. The Board may meet in closed session to discuss the evaluation and the Business Administrator's performance where a Rice notice has been served upon the Business Administrator giving notice that the Business Administrator's employment will be discussed in closed session, and the Business Administrator has not requested that the meeting be conducted in public. The evaluation instrument shall be developed and approved by the Superintendent and the Business Administrator on or prior to the execution of this Contract of Employment.

8. **RENEWAL/EXTENSION OF CONTRACT OF EMPLOYMENT**

Any renewal/extension of this Contract of Employment shall be by mutual agreement of the parties and must be set forth in a written agreement signed by the parties.

9. **TERMINATION OF CONTRACT OF EMPLOYMENT**

A. This Contract of Employment may be terminated by:

- i. Mutual agreement of the parties;
- ii. Unilateral termination by the Business Administrator upon sixty (60) days written notice to the Board;
- iii. Misrepresentation of employment history, education and professional credentials, and criminal background;
- iv. Actions consistent with law; or
- v. In the event that the Business Administrator's certificate is revoked, this Contract of Employment shall become null and void as of the date of revocation.

B. In the event the Business Administrator is arrested and charged with a criminal offense, which could result in forfeiture under N.J.S.A. 2C: 51-2, the Board reserves

the right to suspend him pending resolution of the criminal charges. Such suspension shall be with pay prior to indictment, and may be with or without pay, at the Board's discretion, subsequent to indictment, unless the Board certifies contractual tenure charges.

- C. Nothing in this Contract of Employment shall affect the Board's rights with regard to suspension under N.J.S.A. 18A:6-8.3 and applicable case law.

10. **COMPLETE AGREEMENT**

This Contract of Employment embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties. Any changes/modifications to this contract must have approval of the Executive County Superintendent prior to Board of Education approval.

11. **CONFLICTS**

In the event of any conflict between the terms, conditions and provisions of the Board's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Contract of Employment shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the Contract of Employment.

12. **SAVINGS CLAUSE**

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

WHEREAS, the Business Administrator approves the terms and conditions of this Contract of Employment, and agrees to be bound by same;

WHEREAS, this Contract of Employment has been approved by a vote of the Members of the Board of Education at its meeting of September 12, 2011 said action having been made a part of the official minutes of that meeting.

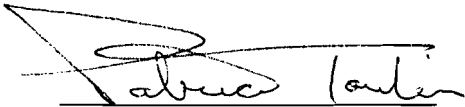
IN WITNESS WHEREOF, the parties set their hands and seals to this Contract of Employment effective on the day and year first above written.



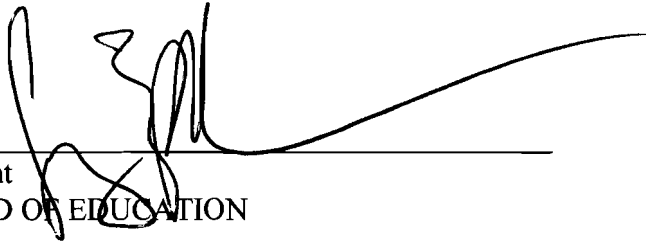
Witness:



PATRICIA LEONHARDT
Business Administrator/Board Secretary



Witness:



President
B O A R D O F E D U C A T I O N