

CONTRACT OF EMPLOYMENT

THIS CONTRACT OF EMPLOYMENT is made and entered into this 23rd day of May 2022, 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

CHRISTOPHER HEAGELE, 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 Christopher Heagele the position of Business Administrator, and he 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 May 23, 2022 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 Christopher Heagele as the Business Administrator of the Warren Township School District for the period beginning on July 1, 2022 and ending on June 30, 2023.

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 his 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 his full time, skills, labor and attention to this employment during the term of this Contract of Employment, provided that the Business Administrator may, with prior notice to and approval of the Superintendent (which shall not be unreasonably withheld) undertake consultative work, speaking engagements, writing, teaching, lecturing, or other professional duties and obligations which do not interfere with his full-time responsibilities as Business Administrator.

3. PROFESSIONAL GROWTH OF BUSINESS ADMINISTRATOR

The Board encourages the continuing professional growth of the Business Administrator through his participation as he and the Superintendent might decide, in light of his 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 his 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 national 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. The Board shall set aside \$2,500.00 per year for the Business Administrator's professional development. Such payments or reimbursements, shall be made in accordance with OMB circular provisions, the general requirements of N.J.S.A. 18A:11-12, N.J.A.C. 6A:23A-7.1 et seq., Board policy, and upon prior approval of 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 sixty-seven thousand, fifty dollars (\$167,050). This annual salary shall be paid to the Business Administrator in accordance with the payroll schedule for other certified employees.

The Board may grant the Business Administrator a merit bonus, in addition to the Business Administrator's base salary. If the Board provides the Business Administrator with the opportunity to earn a merit bonus in any given year, the merit bonus will be based upon the Business Administrator's achievement of quantitative merit criterion and/or qualitative merit criteria. The Board and Business Administrator, in conjunction with the Superintendent, may select up to three (3) quantitative merit criteria and up to two (2) qualitative merit criteria per contract year. The Executive County Superintendent shall approve or disapprove of the selection of quantitative merit and/or qualitative merit criterion and the data that forms the basis of measuring the achievement of quantitative merit and/or qualitative merit criterion. The Business Administrator may receive a merit bonus of up to 3.33% of his annual base salary for each quantitative merit criterion achieved, and/or a merit bonus of up to 2.5% of his annual base salary for each qualitative merit criterion achieved.

If the Board determines to provide the Business Administrator with the opportunity to obtain a merit bonus, written criteria for determining each merit bonus shall be established by October 1st of each school year. Both parties will discuss and mutually agree upon a written draft of the criteria. Prior to adoption by the Board, the criteria shall be submitted to the Executive County Superintendent for prior approval on or before October 1 of that school year. Once the quantitative and/or qualitative merit criteria are approved by the Executive County Superintendent, same shall become part of this Contract of Employment and incorporated by reference herein. Upon the Business Administrator's achievement of the merit criteria, but prior to payment of the increase, the Board shall submit a resolution to the Executive County Superintendent certifying that the quantitative and/or qualitative merit criteria have been satisfied. The Board shall await confirmation of the satisfaction of the criteria from the Executive County Superintendent prior to payment of any merit increase.

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-four (24) vacation days annually, which will be available at the beginning of the contractual term, prorated to two (2) days per month.

Unused vacation days are not cumulative and must be used in the year earned unless specifically authorized by the Superintendent and the Board of Education except, that seven (7) days may be carried into the next year.

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 weekdays 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, for the conduct of personal affairs which cannot be handled outside of school hours. Personal days shall be available to the Business Administrator on his first day of employment. Any unused personal days shall be converted to sick days for a maximum of fifteen (15) sick days per school year.

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 he 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% of the amount saved by the Board or \$5,000.

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

The Board shall provide the Business Administrator with up to One Hundred (\$100.00) Dollars in reimbursement, every other year, for the purchase of eyeglasses or contact lenses.

E. Sick Leave:

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

Upon the commencement of employment, the Business Administrator shall be given a bank of twelve (12) sick days to be used in the event of illness. These banked sick days shall decrease in direct proportion to the number of sick days earned in the district and shall not be eligible for compensation.

F. Family Illness Leave:

A maximum of three (3) days per year for family illness. Family illness days may be used where a personal presence is advisable because of the critical illness of (a) parent, or (b) a spouse, or (c) a child, or (d) a member of the family living in the administrator's household. Two of the three days may also be used for the illness of the administrator if the administrator has utilized all of the administrator's annual sick leave. One of the three days may only be used for family illness and is not convertible into sick leave for the administrator and is non-cumulative. The two family illness days that may be converted into sick leave for the administrator if unused at the end of the year convert into sick leave, and are accumulated from year to year. When using family illness days, an informal explanation identifying the family member and the nature of the illness will be provided upon request.

G. Membership Fees:

The Board shall pay one hundred percent (100%) of the Business Administrator's membership fees and/or charges to the following appropriate educational and/or professional organizations: The New Jersey Association of School Business Officials (NJASBO), the Association of School Business Officials (ASBO) International, and the Somerset County Association of School Business Officials. Membership dues for other professional associations shall be paid by the Board at a rate not to exceed \$1,750 per year, exclusive of NJASBO, ASBO International, and SCASBO.

H. Cellular Telephone Device:

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

I. 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.

J. 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 his 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 for his unused sick days shall be made within 30 days of his 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 his Contract of Employment year is completed, payment for any accumulated unused vacation days due to the Business Administrator shall be made to his 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 the 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 October 1 for the first year of this Contract.

8. 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 Board, with or without cause, upon sixty (60) days written notice to the Business Administrator;
- iii. Unilateral termination by the Business Administrator, with or without cause, upon sixty (60) days written notice to the Board;
- iv. Misrepresentation of employment history, education and professional credentials, and criminal background;
- v. Actions consistent with law; or
- vi. 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.

9. 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.

10. 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.

11. SAVINGS CLAUSE

If during the term of this Contract of Employment, it is found that a specific clause of the Contract of Employment is illegal under Federal or State law, or by any agency of competent jurisdiction, the remainder of the Contract of Employment not affected by such a ruling shall remain in force.

12. WAIVER

The waiver of either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach.


13. GOVERNING LAW

This Agreement is governed by the laws of the State of New Jersey. Any court proceeding regarding this Agreement shall be filed in the Superior Court of New Jersey, Somerset County.

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 May 23, 2022, said action having been made a part of the official minutes of that meeting.

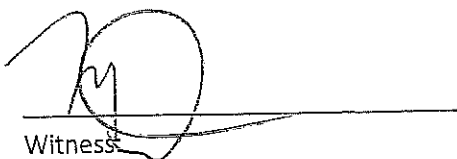
IN WITNESS WHEREOF, the parties set their hands and seals to this Contract of Employment effective on the day and year first above written.



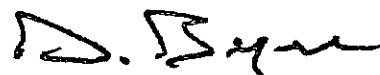
Witness:



Christopher Heagele
Business Administrator/Board Secretary



Witness



David Brezee, President
Board of Education

SCHOOL BUSINESS ADMINISTRATOR

Detailed Statement of Contract Costs

District: Warren Township School District	
Name: Christopher Heagele	
Job Title: School Business Administrator	PK-8
District Grade Span	1532
On Roll Students as of 10-15-21	

Contract Term:	2021-2022	2022-2023	Difference	% Inc
<u>Salary</u>	\$ 162,500	\$ 167,050	\$ 4,550	
Salary	\$ -	\$ -	\$ -	
Subcontracted Services	\$ -	\$ -	\$ -	
Longevity	\$ 162,500	\$ 167,050	\$ 4,550	2.80%
Total Annual Salary				
<u>Additional Salary</u>	\$ -	\$ 16,888	\$ 16,888	
Quantitative Merit Goals	\$ 8,125	\$ 8,353	\$ 228	
Qualitative Merit Goals	\$ -	\$ -	\$ -	
Additional Compensation - Describe:	\$ 8,125	\$ 25,241	\$ 17,116	210.66%
Total Additional Salary				
Total Annual Salary plus Additional Salary				
	<u>\$ 170,625</u>	<u>\$ 192,291</u>	<u>\$ 21,666</u>	<u>12.70%</u>

Board Cost of Premiums for:

Health Insurance	\$ -	\$ -	\$ -	
Prescription Insurance	\$ -	\$ -	\$ -	
Dental Insurance	\$ 1,184	\$ 1,184	\$ -	
Vision Insurance	\$ 100	\$ 100	\$ -	
Disability Insurance	\$ -	\$ -	\$ -	
Long-term Care Insurance	\$ -	\$ -	\$ -	
Life Insurance	\$ -	\$ -	\$ -	
Other Insurance - Describe:	\$ 5,000	\$ 5,000	\$ -	
Waiver of Benefits	\$ -	\$ -	\$ -	
Section 125 Plan Reimbursements - Describe:				
Board Contribution for Cost of Premiums	\$ 6,284	\$ 6,284	\$ -	0.00%
Employee contribution to health benefits as per law	\$ -	\$ -	\$ -	N/A

Total Health Benefit Compensation \$ 6,284 \$ 6,284 \$ 0.00%

Other Compensation

Travel and Expense Reimbursement (Estimated Annual Cost)	\$ 1,500	\$ 1,500	\$ -	0.00%
Professional Development (Capped Amount or Estimated Annual Cost)	\$ 2,500	\$ 2,500	\$ -	
Tuition Reimbursement	\$ -	\$ -	\$ -	
Mentoring Expenses - Describe:	\$ -	\$ -	\$ -	
National/State/County/Local/Other Dues	\$ 3,050	\$ 3,050	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Board Paid Cell Phone or Reimbursement for Personal Cell Phone	\$ 1,200	\$ 1,200	\$ -	
Computer for Home use, including supplies, maintenance, internet	\$ -	\$ -	\$ -	
Other - Describe:	\$ -	\$ -	\$ -	
Total Other Compensation	\$ 8,250	\$ 8,250	\$ -	0.00%

Sick and Vacation Compensation

Maximum Payment for Unused Sick Leave Upon Retirement	\$ 7,068	\$ 15,000	\$ 7,933
Maximum Payment for Unused Vacation Leave - Retirement or Separation	\$ 14,135	\$ 19,918	\$ 5,783
Total Sick and Vacation Compensation	\$ 21,203	\$ 34,918	\$ 13,715
TOTAL CONTRACT COSTS	\$ 206,362	\$ 241,743	\$ 35,381
			17.15%