

**ROXBURY BOARD OF EDUCATION
42 N. HILLSIDE AVENUE
SUCCASUNNA, NEW JERSEY 07876**

BUSINESS ADMINISTRATOR/BOARD SECRETARY EMPLOYMENT CONTRACT

July 1, 2022 through June 30, 2023

THIS CONTRACT OF EMPLOYMENT is made and entered into this 9th day of May 2022 by and between the **Roxbury Board of Education** with offices located at 42 N Hillside Avenue, Succasunna, New Jersey 07876 (hereinafter referred to as the "Board"),

and

Mr. Joseph Mondanaro, whose position is to be the Business Administrator/Board Secretary (hereinafter referred to as "Mr. Mondanaro" or the "Business Administrator/Board Secretary").

WITNESSETH

WHEREAS, Mr. Mondanaro is the holder of an appropriate certificate as prescribed by the State Board of Education and as required by N.J.S.A. 18A:17-17; and

WHEREAS, the Board wishes to retain the services of Mr. Mondanaro for the position of Business Administrator/Board Secretary, and he has accepted the Board's offer; and

WHEREAS, the Board and the Business Administrator/Board Secretary 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 approved the terms of this Contract of Employment by a vote of its members at a regularly scheduled meeting on May 9, 2022 and has authorized the President of the Board or Board President's designee to execute this Contract of Employment; and

WHEREAS, this Employment Contract replaces and supersedes all prior Employment Contracts between the parties thereto. Signature of this Contract of Employment constitutes assent to a recession of any and all prior Contracts of Employment as well as agreement to the terms herein.

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

1. TERM

The Board, in consideration of the promises herein contained of the Business Administrator/Board Secretary, hereby employs, and Mr. Mondanaro hereby accepts employment, as Business Administrator/Board Secretary for the term commencing on **July 1, 2022** and expiring on **June 30, 2023**.

2. CERTIFICATION

During the term of this Employment Contract, the Business Administrator/Board Secretary shall maintain a current and valid certificate issued by the New Jersey Department of Education for the position of School Business Administrator, as well as any and all other certifications required by law to serve in the position of School Business Administrator.

The parties hereto agree that in the event the Business Administrator/Board Secretary's certification explained above is revoked or otherwise not maintained in full force and effect for any reason, the Business Administrator/Board Secretary shall immediately notify the Board and this Contract shall automatically terminate and be null and void as of the date of the revocation or loss of certification.

3. RESPONSIBILITIES

The Business Administrator/Board Secretary shall have the duties and responsibilities prescribed by the Superintendent of Schools of the Roxbury School District and all attendant powers as set forth in statute and job description. The Business Administrator/Board Secretary shall devote his full time, attention, and energy to the business of the school district. The Business Administrator/Board Secretary 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/Board Secretary by the Superintendent of Schools should be appropriate to and consistent with the professional role and responsibility of the Business Administrator/Board Secretary, and shall be set by Board policy and in the Job Description for the Business Administrator/Board Secretary which may be modified from time to time, consistent with the intent set forth above.

4. COMPENSATION

The Board shall pay the Business Administrator/Board Secretary an annual salary of One Hundred Fifty-Eight Thousand Eight Hundred Seventy-Five (\$158,875) Dollars, based upon a 260-day work year, for the term of this Employment Contract. This annual salary shall be paid to the Business Administrator/Board Secretary in accordance with the schedule of salary payments in effect for other certified employees.

5. HEALTH INSURANCE

Pursuant to applicable law and regulation, the Board shall provide the Business Administrator/Board Secretary with health benefits as detailed below. Should the Board decide to change carriers, the plan(s) offered shall be equal to or better than the ones set out in this contract, and/or may be the same plan(s) offered and provided to the other certificated staff in the district.

With respect to any of the health benefits noted herein (including medical insurance options and/or dental insurance), the Business Administrator/Board Secretary shall be responsible for contributing an amount toward payment of health benefit premiums as governed by Tier 4 of P.L. 2011, Chapter 78. The contribution shall be made through payroll deductions.

a. Insurance Coverage

- i. Medical Insurance: The Business Administrator/Board Secretary and his eligible dependents shall receive the Board's POS plan, including prescription coverage. The Business Administrator/Board Secretary may select a less expensive plan that is offered to all certificated staff in the district so long as the Board's cost is equal to or less than the POS plan.

The Business Administrator/Board Secretary shall be responsible for all the co-pays and deductibles, delineated in the current plan.

- ii. Dental Insurance: The Board shall provide a dental plan to the Business Administrator/Board Secretary and his eligible dependents.

b. Waiver of Insurance

If the Business Administrator/Board Secretary elects to opt out of medical coverage, the Board shall pay the Business Administrator/Board Secretary the following rates for the term of this Employment Contract:

Single:	\$2,000
Parent/Child:	\$2,300
Employee/Spouse:	\$2,700
Family:	\$3,000

6. OTHER BENEFITS

a. Vacation Days

During the term of this Employment Contract the Business Administrator/Board Secretary shall be granted twenty-two (22) vacation days, all of which shall be available to the Business Administrator/Board Secretary at the start of this Employment Contract. The Board, through its Business Office, shall be responsible for maintaining written documentation of the Business Administrator/Board Secretary's earned, used, and accrued vacation days. If the Business Administrator/Board Secretary does not complete the term of this contract, the number of vacation days shall be prorated at 1.83 vacation days per month for the completed months of service. If the Business Administrator/Board Secretary utilizes days in excess of this rate, compensation for those days shall be deducted from the Business Administrator/Board Secretary's last check.

If business demands prohibit the Business Administrator/Board Secretary from using all of his allotted vacation days in a given contract year, he may carry over up to seven (7) unused vacation days to be used during the next contract year pursuant to law. Any vacation days carried over into the next contract year that are not used during that term of employment shall be forfeited.

b. Holidays

The Business Administrator/Board Secretary shall be entitled to time off with pay for the following holidays, which shall not be charged against vacation time, provided they do not interfere with the School Calendar:

Independence Day	Scheduled Jewish Holidays
Labor Day	Day before New Year's Day
Columbus Day*	New Year's Day
Thanksgiving Day	Martin Luther King's Birthday*
Day after Thanksgiving Day	President's Day*
Day before Christmas Day	Good Friday
Christmas Day	Memorial Day

*If included in the General School Calendar

c. Sick Leave

- i. During the term of this Employment Contract, the Business Administrator/Board Secretary shall be granted twelve (12) sick days, all of which shall be available to the Business Administrator/Board Secretary at the start of this Employment Contract. The unused portion of sick leave, at the end of the contract year, shall be cumulative in accordance with law.
- ii. The parties acknowledge that Mr. Mondanaro was employed by the Board in the position of Assistant Business Administrator/Board Secretary from September 18, 2017 through June 30, 2019. All sick days previously earned by Mr. Mondanaro from September 18, 2017 through June 30, 2019 in his position as Assistant Business Administrator/Board Secretary shall be cumulative. The parties further acknowledge that all accumulated unused sick days previously earned by Mr. Mondanaro through his employment in the District shall be cumulative in accordance with law and this Employment Contract.

d. Personal Leave

During the term of this Employment Contract, the Business Administrator/Board Secretary shall be granted five (5) days of absence for personal matters which require absence during school hours, to be used at his discretion. At the end of the Employment Contract, up to three (3) unused days shall be converted to sick leave, and shall accumulate in accordance with law. The unused portion of such leave at the end of each

contract year shall not be cumulative.

e. Bereavement Leave

The Business Administrator/Board Secretary shall be provided the following leaves of absence: three (3) days for bereavement upon the death of a spouse, parent, child, grandchild, grandparent, brother, sister, or parent-in-law or member of the immediate household and one (1) day for other family situations or bereavement. Unused bereavement leave at the end of each contract year shall not be cumulative.

7. OTHER COMPENSATION

a. Job-related Expenses

The Board shall reimburse the Business Administrator/Board Secretary for miles traveled for school business related purposes for which he uses his personal vehicle at the prevailing rate established according to State Law, N.J.S.A. 18A:11-12 and the OMB regulations (currently \$0.35 per mile) in a total amount not to exceed Two Thousand Four Hundred (\$2,400) Dollars for the term of this Employment Contract. The Business Administrator/Board Secretary shall follow Board Policy and State Travel Regulations in supplying the requisite documentation when seeking reimbursement.

b. District-issued Technology

The Board shall provide the Business Administrator/Board Secretary with District-issued technology for his use in conducting his professional duties on behalf of the District, including but not limited to: an allowance for his personal cellular smartphone not to exceed \$65 per month; a desktop and/or laptop computer; and other devices as deemed appropriate by the Board. Equipment issued by the District shall remain the property of the Board and shall be returned to the Board upon the Business Administrator/Board Secretary's separation or retirement from employment with the Board.

c. Professional Memberships and Growth

i. Membership & Subscription Fees

The Board shall pay one hundred percent (100%) of the Business Administrator/Board Secretary's membership fees and/or charges to the Morris County Association of School Business Officials (Morris County ASBO), the New Jersey Association of School Business Officials (NJASBO), and the Association of School Business Officials International.

The Board will also pay dues for the Business Administrator/Board Secretary to other professional associations upon the Business Administrator/Board Secretary's request and Board approval, not to exceed a maximum amount of Five Hundred (\$500) Dollars annually beyond the aforementioned organizations.

ii. **Professional Development and Continuing Education**

1. The Board encourages the continuing professional growth of the Business Administrator/Board Secretary through his participation as he and the Superintendent of Schools might decide, in light of his responsibilities as the Business Administrator/Board Secretary, in the following ways:
 - a. The Business Administrator/Board Secretary may be permitted to attend:
 - i. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Business Administrator/Board Secretary to perform his professional responsibilities for the Board;
 - ii. Visits to other institutions; and
 - iii. Subject to prior approval of the Board:
 1. Conferences, conventions, workshops, programs, and other activities conducted at the local, county, and state levels by recognized educational associations; and
 2. Seminars and courses offered by public or private educational institutions.
 - b. The Business Administrator/Board Secretary may be permitted to pursue and seek compensation for graduate school coursework if the coursework culminates in the Business Administrator/Board Secretary acquiring a graduate degree conferred by a regionally accredited institution college or university as defined in N.J.A.C. 6A:9-2.1. Courses must be directly related to the duties and responsibilities of the position of Business Administrator/Board Secretary of Schools, and must receive the prior written approval of the Superintendent and Board of Education prior to registration.
2. Payments or reimbursements for all of the above shall not exceed Five Thousand (\$5,000) Dollars for the term of the Employment Contract, and shall be made as further outlined herein:
 - a. Expenses involved with the professional activities under Article 7(c)(ii)(1)(a) in this Contract for meals, lodging, registration, and transportation other than the Business Administrator/Board Secretary's personal vehicle shall be paid for/reimbursed by the

Board in accordance with: N.J.S.A. 18A:11-12 and the State of New Jersey Department of the Treasury; Office of Management and Budget Circulars 08-19-OMB and 06-14-OMB (OMB Circulars) and any superseding circulars and any additional requirements set forth in N.J.A.C. 6A:23A-7 et seq; Board policy, and upon prior written approval of the Superintendent and the Board. The Business Administrator/Board Secretary shall follow Board policy and applicable law in supplying the necessary documentation for reimbursement.

Mileage expenses accrued by the Business Administrator/Board Secretary for using his personal vehicle to travel to and from the professional activities under Article 7(c)(ii)(1)(a) in this Contract shall be reimbursed and count toward the allotment as described under Article 7(a).

b. Regarding tuition reimbursement:

- i. Tuition reimbursement for graduate coursework defined above in this Contract in Article 7(c)(ii)(1)(b) shall only be made with the prior written approval of the Superintendent and the Board as to the institution and the reimbursement of the specific courses; and if the Business Administrator/Board Secretary earns a grade of "A" or "B" in the course. A grade of "Pass" shall be accepted for those courses for which no other grades are offered and the Business Administrator/Board Secretary has provided the Superintendent and the Board with evidence that the course is "pass / fail" only.
- ii. For tuition reimbursement paid by the Board during the term of this Contract of Employment, the Business Administrator/Board Secretary shall remain in the employ of the Board for one additional Contract year. If the Business Administrator/Board Secretary does not remain in the employ of the Board, the Business Administrator/Board Secretary shall repay the Board the total amount of tuition reimbursement received during the term of this Contract of Employment. The Board reserves the right to withhold any tuition repayment monies that are due and owing from the Business Administrator/Board Secretary's remaining pay checks and/or any monies due and owing at the time of the Business Administrator/Board Secretary's separation from service.

Any reimbursement eligible monies remaining at the end of this Employment Contract shall not be cumulative and shall be forfeited.

d. Indemnification

The Board shall indemnify the Business Administrator/Board Secretary in accordance with Board policy and applicable State Law.

8. EVALUATION

The annual evaluation of the performance of the Business Administrator/Board Secretary shall be completed in accordance with law. The Business Administrator/Board Secretary and the Superintendent shall meet to review the Business Administrator/Board Secretary's performance and establish performance goals for the following school year. The Business Administrator/Board Secretary's annual evaluation shall be in writing, shall include areas of commendations and recommendations, and shall provide direction as to any areas of performance in need of improvement. The annual evaluation shall be based upon the goals and objectives of the district, the responsibilities of the Business Administrator/Board Secretary as set forth in the job description for the position of Business Administrator/Board Secretary, the Business Administrator/Board Secretary's yearly performance goals as established between the Business Administrator/Board Secretary and Superintendent, and such other criteria as the State Board of Education shall by regulation prescribe. The Business Administrator/Board Secretary shall receive a copy of any back-up forms utilized in the process.

In the event that the Superintendent determines that the performance of the Business Administrator/Board Secretary is unsatisfactory, in any respect, the Superintendent shall describe in writing and in reasonable detail the specific instances of unsatisfactory performance. The evaluation shall include specific recommendations for improvement in all instances where the Superintendent deems performance to be unsatisfactory. The Business Administrator/Board Secretary shall have the right to respond in writing to the evaluation; this response shall become a permanent attachment to the Business Administrator/Board Secretary's personnel file upon request.

9. TERMINATION OF EMPLOYMENT CONTRACT

This Employment Contract may be terminated by:

- a. Mutual agreement of the parties;
- b. Unilateral termination by the Business Administrator/Board Secretary upon sixty (60) days written notice to the Board;
- c. Unilateral termination by the Board upon sixty (60) days written notice to the Business Administrator/Board Secretary;
- d. Actions consistent with law; or

- e. In the event that the Business Administrator/Board Secretary's certificate is revoked, this Contract of Employment shall become null and void as of the date of revocation.

10. RENEWAL / EXTENSION OF EMPLOYMENT CONTRACT

Any renewal / extension of this Contract of Employment shall be by mutual agreement of the parties, must receive the prior approval of the Executive County Superintendent, and must be set forth in a written agreement signed by the parties.

11. RETIREMENT / SEPARATION FROM SERVICE

a. Accumulated Unused Sick Days

Upon the Business Administrator/Board Secretary'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. Payments shall be calculated at the rate of 1/260th of the Business Administrator/Board Secretary's annual salary at the time of retirement. Pursuant to N.J.S.A. 18A:30-3.5, payment shall not exceed a total amount of Fifteen Thousand (\$15,000) Dollars. This payment is not available for payment into an estate in the event of the death of the Business Administrator/Board Secretary.

b. Accumulated Unused Vacation Days

Upon the Business Administrator/Board Secretary's separation from employment with the District or retirement from employment with the District, the Board will pay all unused, accumulated vacation days earned while an employee of the Board, in accordance with law. Payment shall be calculated at the rate of 1/260th of the Business Administrator/Board Secretary's annual salary at the time of separation or retirement from employment. Payment by the Board to the Business Administrator/Board Secretary for his unused vacation days shall be made within 30 days of his separation or retirement from employment.

c. Payment to Estate

If the Business Administrator/Board Secretary dies before an employment contract year is completed, payment for unused accumulated vacation days, as outlined in Paragraph B above, shall be made to the Business Administrator/Board Secretary's beneficiary. If no beneficiary is named, the payment shall be made to the Business Administrator/Board Secretary's estate.

12. RIGHT TO LEGAL COUNSEL

The Business Administrator/Board Secretary acknowledges that he has been informed of his right to be represented by legal counsel regarding the negotiation, development, and approval of

this Contract and that the Board's legal counsel does not represent him in the matter.

13. 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 and the prior approval of the Executive County Superintendent.

14. MODIFICATION

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

15. 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 during the term of the Contract, unless otherwise prohibited by law.

16. 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 full force and effect. The parties hereto represent to each other that they fully understand the terms and conditions of this Contract of Employment, 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.

17. NEW JERSEY LAW

This Agreement shall be construed in accordance with the provisions of the laws of New Jersey.

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

WHEREAS, this Employment Contract has been approved by a vote of the Members of the Board of Education at its meeting of May 9, 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: Loretta Radulic
Date: 5/18/22


Joseph Mondanaro
School Business Administrator/Board
Secretary


Witness: Mary Kolbusch
Date: 5/9/22


Carol Scheneck, President
Roxbury Board of Education