

EMPLOYMENT CONTRACT

BETWEEN

ALLAMUCHY TOWNSHIP BOARD OF EDUCATION

AND

LOUIS CARUSO

The Board of Education of the Allamuchy Township School District in Warren County, hereinafter "Board," and Louis Caruso, hereafter "Business Administrator" hereby enter into this Employment Contract for the period commencing July 1, 2023 and expiring June 30, 2024.

WITNESSETH:

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

WHEREAS, the Board and the Business Administrator/Board Secretary believe that a written Employment Contract is necessary and desirable 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 educational programs of the schools;

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

1. BUSINESS ADMINISTRATOR

A. Certification: The Business Administrator/Board Secretary shall hold a valid and appropriate certificate to act as Business Administrator in the State of New Jersey. In the event that the Business Administrator certificate is revoked, this contract shall be null and void.

B. Responsibilities: The Business Administrator is directly responsible to the Superintendent. He is a member of the Superintendent's administrative council and has the authority to carry out the

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responsibilities that he is assigned. The Business Administrator agrees to faithfully perform the duties of the position as set forth in the job description for the position and in accordance with all applicable laws, regulations, policies and directives.

The parties agree that the Board shall not hold any discussions regarding the Business Administrator's employment, unless the Business Administrator is given written notice at least 48 hours in advance. In addition, the Board shall not hold any discussions with regard to the Business Administrator's performance, or that may adversely affect the Business Administrator's employment, in public session, unless the Business Administrator requests that such discussions be held in public session, pursuant to the Open Public Meetings Act.

- C. **Workday:** It is agreed that the Business Administrator/Board Secretary will work from July 1, 2023 through June 30, 2024. Hours will be determined by the demand and scope of the position. The normal workweek will be forty hours (40 hours). It is understood that the duties of the Business Administrator will require additional hours including, but not limited to Meetings of the Board of Education, committee meetings, and other requirements of the position that extend beyond the normal workday. The extended hours necessitated by the job duties will be considered part of the professional responsibility of the position for no additional remuneration.

2. COMPENSATION

- A. **Salary:** Business Administrator's annual base salary for the period of July 1, 2023 through June 30, 2024, in the amount of One Hundred Five Thousand Dollars (\$105,000 annually). This salary rate shall be paid in equal installments at the same schedule as other district employees.

The salary will be prorated for any period of employment constituting less than one year.

- B. Salary Deductions: Salary deductions shall include mandatory federal and state tax and those required by the Teachers' Pension and Annuity Fund. The Board agrees to make additional salary deductions at the requirements of the employee or as otherwise required by law.

3. BENEFITS

The Board shall provide the Business Administrator/Board Secretary as part of his compensation, with the following benefits.

- A. Vacation Days: Twenty (20) days per year taken specifically upon prior notification to the Superintendent. No more than five (5) days may be carried over to the next school year upon approval of the Superintendent pursuant to N.J.S.A. 18A:30-9.1. All weekly calendar days, with the exception of specified holidays and days when the entire district is closed, are workdays for administrators so it is strongly preferred that vacation days be taken when students are not in session such as the winter, spring, and the summer recess periods of time. In the event the BA retires or resigns during the performance of this Employment Contract, vacation days shall be earned on a pro rata basis.
- B. Holidays: It is agreed that the Business Administrator/Board Secretary will receive thirteen (13) paid holidays. Holidays will be published annually for all twelve (12)-month employees.
- C. Sick Days and Personal Days: Twelve (12) sick days and three (3) personal days annually. Unused sick days are accumulated in the ensuing years. Upon Retirement from the district, the Business Administrator/Board Secretary will be compensated for his unused sick days earned at Allamuchy School District per sick day–payout provisions offered to other district employees.

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This compensation figure may not exceed seven thousand dollars (\$7,000.00). Any unused personal days will convert to sick days, as per 18A:30-7.

- D. Maternity/Childcare/Family Leave: Such leaves shall be in accordance with New Jersey State and Federal statutes.
- E. Bereavement: In the event of a death of a member of the Business Administrator’s family or friend, the Business Administrator/Board Secretary will be excused without loss of pay for a period not to exceed the number of days listed in the table below.

Spouse, Parent, Parent-in-Law, Brother/Sister, Child, Grandchild, person living in employee's home for minimum of one (1) year.	Not to exceed five (5) days
Brother-in-Law/Sister-in-Law, Son-in-Law/ Daughter-in-Law, Grandparent	Not to exceed three (3) days
Grandparent-in-Law, Aunt, Uncle, First Cousin, Niece, Nephew	Not to exceed two (2) days
Friend or other relative (not to exceed two [2] per fiscal year)	Not to exceed one (1) day (up to two [2] occasions per fiscal year)

The Board shall provide the health-care insurance protection hereinafter set forth. The Board

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shall pay the full premium for individual coverage and full family coverage for the Business Administrator, as requested in accordance with the regulations of the benefits provider. Insurance premiums (hospitalization, physician, and major medical) are paid by the Board of Education and the Business Administrator shall contribute the percentage of salary pursuant to law. Payments will be based on yearly premiums and paid in equal payments in each paycheck. Payments can be paid from pre-tax dollars.

Insurance carrier is to be determined by the Board or applicable state law. The existing medical insurance coverage is provided through Horizon Blue Cross / Blue Shield of New Jersey. The coverage benefits of any new carrier must be equal to or superior to coverage and benefits of Horizon Blue Cross / Blue Shield of New Jersey or applicable state law.

The Business Administrator may waive coverage in any of the health benefits plans if he is covered through his spouse's health plan, and in accordance with procedures established by the Board. The Business Administrator will be paid 25% of the premium amount in lieu of benefits for waiving family coverage up to a maximum of \$5,000.

- F. Professional Development: Up to two thousand dollars (\$2,000.00) will be provided annually for professional development during the term of this contract. Requests for attendance at conventions, seminars, workshops, or other professional development activities must be approved in advance by the Superintendent. Mileage shall be paid at the state travel regulation rate. A minimum of five (5) professional days will be provided for professional development activities per year.

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G. Course Reimbursement: The Board shall support appropriate graduate credit college training for up to six (6) credits annually at the college's/university's rate but not to exceed the University of New Jersey–Rutgers rate as of July 1 annually. Reimbursement shall be made at the end of each semester in accordance with the following:

1. Courses are to be pre-approved by the Superintendent.
2. Courses must lead to a graduate degree that must be conferred by a duly accredited institution of higher education as defined in N.J.A.C. 6A:9-2.1.
3. Courses must lead toward a graduate degree that will contribute to the Business Administrator/Board Secretary's performance in the school district.
4. In the event that the Business Administrator/Board Secretary resigns from his position within the district, the course(s) taken will be reimbursed to the district as follows;
 - a. If the Business Administrator/Board Secretary resigns from his position within year 1 or 2 from the date of tuition reimbursement, the Business Administrator/Board Secretary will be required to reimburse the Allamuchy School District 100% of said amount.
 - b. The Business Administrator/Board Secretary, must submit for tuition reimbursement within one month of course completion.
 - c. As provided herein, the Business Administrator/Board Secretary will reimburse the district in a lump sum within one (1) year from the effective date of resignation. In case a financial hardship can be demonstrated, the Business Administrator/Board Secretary may be granted an extension by the Board, not to exceed one (1) additional year, to satisfy the reimbursement to the district.

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d. The Business Administrator/Board Secretary will not be required to reimburse the district under the following circumstances:

- Resignation from the district after four (4) years from the date of the Board approval for tuition reimbursement;
- Retirement, furlough or discharge;
- Resignation due to disability.

H. Mentorship/Residency Program. The Board shall reimburse the Business Administrator for the direct costs associated with the mentorship/residency program required pursuant to N.J.A.C. 6A:9B-12.7., and the costs for his participation in the New Jersey Association for School Business Officials (NJASBO) for up to one year.

I. Professional Affiliations. The Board agrees to pay the annual membership dues to the National, State, and County Association of School Business Officials (ASBO) and the American Institute of Certified Public Accountants (AICPA) on behalf of the Business Administrator.

The Business Administrator/Board Secretary shall be entitled to attend the Annual Workshop of the NJASBO, and one other conference of his choice, either state or national. Registration, travel, lodging and related expenses shall be paid by the Board.

Expenses of five hundred dollars (\$500.00) or less shall be reviewed and, if appropriate, approved by the Superintendent. Requests in excess of five hundred dollars (\$500.00) shall be reviewed and, if appropriate, approved by the Board of Education.

4. BUSINESS ADMINISTRATOR EVALUATION

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The Superintendent shall evaluate the Business Administrator at least once each school year. The evaluation procedure shall conform to the requirements of law and Board policy.

5. TERMINATION OF THE BUSINESS ADMINISTRATOR

A. This Employment Contract may be terminated by:

1. mutual agreement of the parties;
2. termination by the Business Administrator upon sixty (60) days written notice to the Board;
3. non-renewal by the Board upon 90 days written notice to the Business Administrator;
4. in accordance with NJSA 18A:17-1, during the term of this contract, the Business Administrator shall not be discharged, dismissed or reduced in compensation except for neglect, misbehavior or other offense; or
5. Certificate is revoked.

B. Separation:

1. Sick Days: Sick Days: Upon the Business Administrator's retirement from employment with the district, Benefits days shall be compensated at a per diem rate of 1/260 of annual salary at the time of retirement to a maximum of \$7,000 or in the event of his death, to his estate.

6. 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. Any modifications to this contract

must have the approval of the Executive County Superintendent prior to BOE approval.

7. 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 federal law, then, unless otherwise prohibited by 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.

Any and all New Jersey State regulations adopted will supersede existing contract language.

8. SAVINGS CLAUSE

If during the terms of this Employment Contract, it is found that a specific clause of the Employment Contract is illegal in Federal or State Law, the remainder of the Employment Contract not affected by such a ruling shall remain in force.

9. 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 individual capacity or in his official capacity as agent and/or employee of the Board, provided the incident arose when the Business Administrator was acting within the scope of his employment; and, as such, liability coverage is within the authority of the Board to provide under State law.

10. SIGNATURES

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year
written below.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year
first above written.

ATTEST:

BOARD OF EDUCATION OF THE TOWNSHIP
OF ALLAMUCHY, WARREN COUNTY, NJ

BY:

SECRETARY

PRESIDENT

DATE

DATE

ATTEST:

LOUIS CARUSO

DATE

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