

EMPLOYMENT CONTRACT FOR SCHOOL BUSINESS ADMINISTRATOR

THIS AGREEMENT made this _____ day of _____, 2012 by and between the Township of Union Board of Education, with administrative offices located at 2369 Morris Avenue, Union, New Jersey and Manuel E. Vieira (hereinafter "Mr. Vieira").

W I T N E S S E T H:

WHEREAS, the Board desires to retain the services of Mr. Vieira as School Business Administrator for the Township of Union School District and Mr. Vieira has agreed to serve in this capacity; and

WHEREAS, the Board and Mr. Vieira wish to embody in this Contract the terms and conditions of their Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Board and Mr. Vieira hereby agree as follows:

ARTICLE I EMPLOYMENT

A. The Board hereby agrees to employ Mr. Vieira as School Business Administrator effective July 1, 2012 through June 30, 2013. This is a twelve month position.

B. The annual salary for Mr. Vieira shall be \$146,600 (One Hundred Forty Six Thousand Six Hundred and 00/100).

ARTICLE II DUTIES

In consideration of the employment and salary benefits established herein Mr. Vieira hereby agrees to the following:

A. To faithfully perform the duties of School Business Administrator 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 from time-to-time. The specific job description adopted by the Board, applicable to the position of School Business Administrator is incorporated by reference into this contract and shall be followed by Mr. Vieira.

B. To devote his professional time, skills, labor and attention to this employment during the term of this contract. However, Mr. Vieira may also lecture, engage in writing activities and speaking engagements and engage in other activities which are of a short-term duration if he obtains prior approval of the Superintendent, which approval shall not be unreasonably withheld if the activities do not interfere with the performance of his duties to the district.

C. To carry out the duties as may be assigned to him from time-to-time by the Superintendent and to make reports to the Board as directed by the Superintendent from time-to-time as may be required.

D. Mr. Vieira shall attend working sessions, regular and special meeting of the Board without additional compensation, and any other meetings related to negotiations sessions with employee groups, grievance meetings, committee meetings and other meetings relevant to her job functions as directed by the Superintendent of Schools.

E. Mr. Vieira shall attend those county, regional and state meetings that are necessary to keep him informed of current matters affecting the functions of the Board. The registration fees for these meetings shall be paid by the Board.

ARTICLE III CERTIFICATION

Mr. Vieira represents that he is certified by the New Jersey State Board of Examiners to serve as a School Business Administrator in the State of New Jersey, and that he shall maintain his certification in full force and effect throughout the life of this Agreement. If that certification is revoked during the term of this Agreement, this Agreement shall henceforth be null and void and Mr. Vieira's employment shall immediately terminate.

ARTICLE IV SICK DAYS

Mr. Vieira shall receive twelve (12) sick leave days annually. Unused sick leave shall be cumulative in accordance with the provisions of Title 18A. Upon regular retirement, Mr. Vieira shall be compensated at a rate of One Hundred Twenty Five Dollars (\$125) per day to a maximum payment of \$15,000 which shall be deposited into a designated 403(b) post-retirement account. This Article shall conform to the requirements of *N.J.S.A. 18A:30-3.5*, as amended and supplemented. Payments, if any, shall be made based upon a 260 day year (1/260th).

ARTICLE V ASSOCIATION DUES/CONFERENCES

Mr. Vieira shall be entitled to have certain professional expenses, including dues for professional associations paid by the Board. These dues shall be limited to N.J.A.S.A., U.C.A.S.B.O., N.J.A.S.B.O, A.S.B.O. and A.S.S.A. The Board will also pay for attendance at two state conventions with sufficient prior notice for

the Superintendent's and the Board of Education's final approval. Reimbursement for permitted expenses shall be made in accordance with New Jersey Statutes and Administrative Code upon submission of a detailed voucher, which shall be reviewed for compliance prior to said reimbursement.

**ARTICLE VI
AUTOMOBILE AND OTHER JOB-RELATED EXPENSES**

Mr. Vieira shall be required to use his personal automobile for Board of Education business, as needed or as directed, at the employee's own cost and expense. Employee shall be responsible to pay for all ordinary out-of-pocket expenses associated with the use of his personal automobile for Board of Education business, including tolls.

**ARTICLE VII
VACATION DAYS**

Mr. Vieira shall be entitled to twenty-five (25) vacation days for the 2012-2013 school year. Mr. Vieira shall take vacation time only after prior review and approval of the Superintendent. Upon retirement or other separation from employment, Mr. Vieira shall be compensated for all his accumulated and unused vacation days up to a maximum of twenty-five (25) days. Vacation days are compensated at the daily rate of pay at the time of severance and said calculation shall be based upon a 260 day year (1/260th). Said days may be paid to the individual's estate or beneficiaries in the event of the individual's death prior to separation.

**ARTICLE VIII
HOLIDAYS AND LEAVES OF ABSENCE**

Mr. Vieira shall receive seventeen (17) paid holidays per year. The annual calendar of holidays shall be developed by the Superintendent and approved by the Board of Education each year.

Mr. Vieira may apply for a leave of absence without pay. Leaves of absence are subject to the review and approval of the Superintendent of Schools and the Township of Union Board of Education. Said leaves shall be in accordance with State and Federal laws, as applicable.

**ARTICLE IX
PERSONAL DAYS**

Mr. Vieira shall be entitled to six (6) personal days per contract year. Unused personal days shall convert to accumulated sick days on June 30 of each year. Whenever possible, she should advise the Superintendent of the need for such a day in advance. In case of an emergency the Superintendent shall be called as soon as possible.

**ARTICLE X
BEREAVEMENT LEAVE**

Mr. Vieira shall be entitled to up to five (5) days absence out of seven (7) consecutive days for each death in the immediate family, or because of death in the immediate family of spouse, without loss of salary. These days are not accumulated from year to year. The term "immediate" means: wife, husband, grandchild, parent, child, grandparent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law and others who are permanent members of the employee's household.

**ARTICLE XI
HEALTHCARE BENEFITS**

Throughout the term of this Employment Contract, the Board shall provide Mr. Vieira with full family health insurance coverage (presently State Health Benefits Plan) and dental care (presently Delta Dental). Mr. Vieira shall reimburse the Board of Education, via payroll deduction, in the amount as set forth in P.L. 2011, c. 78, as amended and supplemented.

**ARTICLE XII
TUITION REIMBURSEMENT**

Mr. Vieira shall be reimbursed, after receiving a grade of "B" or above, for tuition for graduate education while enrolled in a doctoral program, at an accredited institution of higher education as defined in N.J.A.C. 6A:9-2.1. All courses shall be approved by the Superintendent in advance.

**ARTICLE XIII
CELLULAR PHONE**

The Board shall provide, at its expense, the School Business Administrator with a cellular phone and it shall remain the property of the Board.

**ARTICLE XIV
EVALUATION**

Mr. Vieira shall be evaluated at least annually by the Chief School Administrator in accordance with the provisions of Title 18A.

**ARTICLE XV
TERMINATION**

Notwithstanding any other provisions of this Agreement, either party hereto may elect, at their sole option, to terminate upon the giving of not less than sixty (60) days' notice of such termination to the other party. Such notice of termination shall be in writing and sent certified mail, return receipt requested or by personal delivery by the party electing to terminate pursuant to the Article.

**ARTICLE XVI
MODIFICATION OF CONTRACT TERMS**

The terms and conditions of the Contract shall not be modified, except by the written consent of both parties hereto, and consent of the County Executive Superintendent, provided further that the consent of the board can only be given by means of a lawfully adopted resolution.

**ARTICLE XVII
ENTIRE AGREEMENT**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues, which were or could have been subject to negotiations.

**ARTICLE XVIII
NEW JERSEY LAW**

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

**ARTICLE XIX
SEPARABILITY**

In the event that any provision of this Contract is deemed to be illegal by a court or agency of competent jurisdiction then the remaining provisions shall remain in full force and effect.

**ARTICLE XX
EFFECT OF CONTRACT**

This Contract is a tentative agreement and is specifically contingent upon the approval of the Executive County Superintendent of Schools. The terms of this Contract shall have no force or effect until such approval is granted.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals or caused these present to be signed by their proper corporate officers and the proper corporate seal affixed hereto the day and year first above written.

ATTEST:

TOWNSHIP OF UNION BOARD OF EDUCATION

By: _____

Francis R. Perkins
President

and

Manuel E. Vieira
School Business Administrator

WITNESS:

Detailed Statement of Contract Costs		
District: Twp of Union Board of Education		
Name: Manuel E. Vieira		
Job Title: School Business Administrator		
District Grade Span	K-12	
ASSA Resident Enrollment 10-15		7523
Contract Term:		2012-13
Salary		
Base Salary	\$ 146,600	
Shared Service	\$ -	
Longevity	\$ -	
Merit	\$ -	
Additional Compensation - Describe:	\$ -	
Total Salary Compensation		\$ 146,600
Board Contribution for Cost of Premiums for:		
Health Insurance	\$ 8,937	
Prescription Insurance	\$ -	
Dental Insurance	\$ 1,130	
Vision Insurance	\$ -	
Disability Insurance	\$ -	
Long-term Care Insurance	\$ -	
Life Insurance	\$ -	
Other Insurance - Describe:	\$ -	
Waiver of Benefits	\$ -	
Section 125 Plan Reimbursements - Describe:	\$ -	
Total Health Benefit Compensation		\$ 10,067
Other Compensation		
Travel Allowance (Annual Cost)	\$ -	
District Automobile (calculation of value)	\$ -	
Travel and Expense Reimbursement (Estimated Annual Cost)	\$ 200	
Professional Development (Capped Amount or Estimated Annual Cost)		
Tuition Reimbursement	\$ -	
Mentoring Expenses - Describe:	\$ -	
National Dues	\$ -	
State Dues	\$ 2,395	
County Dues	\$ 175	
Other Dues	\$ -	
Subscriptions	\$ -	
Board Paid Cell Phone or Reimbursement for Personal Cell Phone	\$ -	
Computer for Home use, including supplies, maintenance, internet	\$ -	
Other - Describe:	\$ -	
Total Other Compensation		\$ 2,770
Sick and Vacation Compensation		
Maximum Payment for Unused Sick Leave Upon Retirement	\$ 15,000	
Maximum Payment for Unused Vacation Leave - Retirement or Separation	\$ 14,096	
Total Sick and Vacation Compensation		\$ 29,096
TOTAL CONTRACT COSTS		\$ 188,533