

**EMPLOYMENT CONTRACT FOR  
ASSISTANT SCHOOL BUSINESS ADMINISTRATOR**

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_, 2017 by and between the Township of Union Board of Education (hereinafter the "Board"), with administrative offices located at 2369 Morris Avenue, Union, New Jersey and Manuel E. Vieira (hereinafter "Mr. Vieira").

**WITNESSETH:**

**WHEREAS**, prior to his promotion as School Business Administrator, Mr. Vieira previously served the Board in the position of Assistant School Business Administrator and achieved tenure in that position;

**WHEREAS**, the Board acknowledges and agrees that Mr. Vieira holds tenure in the position of School Business Administrator;

**WHEREAS**, the Board, upon the recommendation of the Superintendent of Schools, intends on creating a new position of School Business Administrator/Board Secretary;

**WHEREAS**, the Board recognizes Mr. Vieira's skills and experience and desires to have Mr. Vieira resume his position as Assistant School Business Administrator, and Mr. Vieira has agreed to serve in this capacity without waiver of his tenure rights; 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 Assistant School Business Administrator effective July 1, 2017 through June 30, 2018. This is a twelve-month position.

B. The annual salary for Mr. Vieira shall be \$158,684 (One Hundred Fifty-Eight Thousand Six Hundred Eighty-Four and 00/100 Dollars).

## **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 Assistant 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 Assistant 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 School Business Administrator/Board Secretary to make reports to the Board as directed by the School Business Administrator/Board Secretary from time-to-time as may be required.

D. Except in the absence of the School Business Administrator/Board Secretary, Mr. Vieira shall not be required to attend working sessions, regular and/or special meetings of the Board, and/or committee meetings of the Board. He may be requested, on an as-needed basis, to attend meetings related to negotiations sessions with employee groups to provide technical support.

E. In the absence of the School Business Administrator/Board Secretary, Mr. Vieira may be requested to attend county, regional and state meetings relative to matters

affecting the business functions of the Board. Any 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 an Assistant 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 to a maximum of fifteen (15) days per year 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. Any payment due hereunder shall be made by the Board within sixty (60) days of Mr. Vieira's last day of employment.

### **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., NJ CPA dues and licenses. 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. Mr. Vieira 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. Reimbursements for travel or other expenses shall be processed in accordance with applicable OMB circulars, N.J.S.A. 18A:11-12, State and Federal Regulations and Board policy.

**ARTICLE VII  
VACATION DAYS**

Mr. Vieira shall be entitled to twenty-five (25) vacation days for the 2017-2018 school year. Mr. Vieira shall take vacation time only after prior review and approval of the Superintendent. Vacation leave accrued after June 8, 2007 can be carried over for up to one year, where required by business demands. Annual payout of vacation leave is not permitted. 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 (1/260<sup>th</sup>). Said days may be paid to the individual's estate or beneficiaries in the event of the individual's death prior to separation. Any payment due hereunder shall be made by the Board within sixty (60) days of Mr. Vieira's last day of employment.

**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 Board. 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 to a maximum of fifteen (15) day carryover. Whenever possible, he 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 Blue Cross/Blue Shield) and dental care (presently Delta Dental). Mr. Vieira shall contribute towards health care coverage, 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**

Mr. Vieira shall maintain, at his own expense, a cellular phone which may be used for Board of Education communications, if necessary.

**ARTICLE XIV  
EVALUATION**

Mr. Vieira shall be evaluated at least annually by the School Business Administrator/Board Secretary in accordance with any applicable Board Policy and any provisions of Title 18A.

**ARTICLE XV  
TERMINATION**

Mr. Vieira may terminate this contract upon giving the Board sixty (60) days' written notice of his intent to resign from his position. The Board may terminate Mr. Vieira's employment in accordance with the provisions of Title 18A.

**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, provided further that the consent of the board can only be given by means of a lawfully adopted resolution.

**ARTICLE XVII  
ENTIRE AGREEMENT AND CONFLICTS**

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

**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  
PRE-EXISTING TENURE/SENIORITY RIGHTS**

The Board acknowledges and agrees that Mr. Vieira holds tenure in the position of School Business Administrator, and shall continue to retain all tenure and seniority rights accrued in any position which he previously held in the District. Mr. Vieira shall have the right to assert all tenure and seniority rights in the position of School Business Administrator in the event that the Board abolishes the position of Assistant School Business Administrator.

**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: \_\_\_\_\_  
Ron McDowell  
President

WITNESS:

\_\_\_\_\_

\_\_\_\_\_   
Manuel E. Vieira  
Assistant School Business Administrator