

**CONTRACT OF EMPLOYMENT**

**THIS AGREEMENT, made this 1st day of July, 2011**

**BETWEEN: THE BOARD OF EDUCATION OF  
WARREN COUNTY TECHNICAL SCHOOL, WARREN COUNTY ("Board")**

**1500 Route 57**

**Washington, New Jersey 07882**

**AND: EDMUND J. ZALEWSKI (hereinafter "The School Business Administrator")  
(hereinafter "The Board Secretary")**

**WITNESSETH**

THIS EMPLOYMENT CONTRACT replaces and supersedes all prior Employment Contracts between the Parties hereto. Signature of this Contract constitutes assent to a rescission of any and all prior Contracts as well as agreement to the terms herein:

WHEREAS, for the purpose of mutual understanding and in order that a harmonious relationship may exist between the Board and the School Business Administrator / Board Secretary to the end that continuous and efficient services will be rendered by both parties, for the benefit of both and for the benefit of students and residents of the district; and

WHEREAS, the School Business Administrator / Board Secretary 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;

NOW, THEREFORE, in consideration of the following mutual promises and obligations, the parties agree as follows:

**ARTICLE I**  
**EMPLOYMENT**

- A. The Board hereby agrees to employ Edmund J. Zalewski as School Business Administrator / Board Secretary for the period July 1, 2011 through midnight June 30, 2012.
  
- B. Effective July 1, 2011, the School Business Administrator / Board Secretary's salary shall be \$83,232.00.
  
- C. Any annual salary increase awarded by the Board on or before April will take effect on the following July 1 and is subject to the review and approval of the Executive County Superintendent.
  
- D. Any extension or modification of this Agreement, including but not limited to salary increases, shall comply with the notice provisions of P.L.2007.c.53, the School District Accountability Act.

**ARTICLE II**  
**CERTIFICATION**

The parties acknowledge that the School Business Administrator / Board Secretary possesses a standard certificate or a certificate of eligibility endorsement from the New Jersey Department of Education, which certificate and endorsement is required in order to serve as School Business Administrator / Board Secretary.

If at any time during the term of this Agreement, the School Business Administrator / Board Secretary certification(s) is revoked, this Agreement shall be null and void as of the date of the revocation.

### ARTICLE III

#### DUTIES

In consideration of the employment, salary and fringe benefits established hereby, the School Business Administrator / Board Secretary hereby agrees to the following:

- A. To faithfully perform the duties of School Business Administrator / Board Secretary for the Board and to serve as the School Business Administrator / Board Secretary 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.
- B. To devote full time, skills, labor, and attention to this employment during the term of this Contract; and further agrees not to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties for compensation without permission of the Board. Any time away from the district that is not for district business must be arranged in accordance with provisions in this Contract governing time off. The Board recognizes that the demands of the School Business Administrator / Board Secretary's position require long and irregular working hours.
- C. To assume the responsibilities for the monthly financial reports, bills list and transfer of funds, subject to the approval of the Board, by recorded roll call majority vote of the full membership of the Board, and subject to applicable Board policies and directives. The Board shall not withhold its approval of any such recommendation for arbitrary or capricious reasons, all in accordance with N.J.S.A. 18A:27-4.1.
- D. To study and make recommendations with respect to all criticisms and complaints, which the Board, either by committee or collectively, may refer to the Chief School Administrator.
- E. To assume responsibility for the administration of the financial affairs of the School Business Office, including but not limited to programs, personnel and business management, and all duties and responsibilities therein will be performed and discharged by the School Business Administrator or by staff under the direction of the Chief School Administrator.

- F. The School Business Administrator / Board Secretary shall have a seat on the Board and the right to speak (but not vote) on all issues before the Board in accordance with applicable law. The School Business Administrator / Board Secretary shall attend all regular and special meetings of the Board (except where a Rice notice has been served upon the giving notice that the School Business Administrator / Board Secretary's employment will be discussed in closed session, and the School Business Administrator / Board Secretary had not requested that the meeting be conducted in public), and all committee meetings thereof, and shall serve as advisor to the Board and said committees on all matters affecting the School District.
- G. To suggest, from time to time, regulations, rules, policies, and procedures deemed necessary for compliance with law and/or for the well being of the School District.
- H. To perform all duties incident to the Office of the School Business Administrator / Board Secretary and such other duties as may be prescribed by the Board from time to time.

#### **ARTICLE IV**

##### **BENEFITS IN ADDITION TO SALARY**

- A. The School Business Administrator / Board Secretary shall receive 12 sick days annually. Unused sick leave days shall be cumulative in accordance with the provisions of Title 18A. Upon retirement and notice to the Board, unused sick days will be reimbursed at the rate of the salary at the time accrued ( $1/260 \times$  annual salary), with a minimum five (5) years continuous service in the district. Reimbursement for sick days shall not exceed \$15,000.00.
- B. The School Business Administrator / Board Secretary shall be entitled to an allowance at the Board's expense for professional dues for the following professional associations: NJASBO, and the County Business Administrators Association and/or other organizations deemed important by the Board. The School Business Administrator / Board Secretary also shall be entitled to reimbursement for expenses incurred for attendance at professional conferences as budgeted by the Board and similar expenses which may be incurred while discharging the duties of School Business Administrator /

Board Secretary. Such reimbursement shall conform to N.J.S.A. 18A:11-12, as enacted by P.L.2007.c.53.

- C. The School Business Administrator / Board Secretary may subscribe to appropriate educational and/or professional publications within the limit set in the annual budget.
  
- D.
  1. The Board shall provide the School Business Administrator / Board Secretary with individual or family health benefits coverage. The Board will pay 100% of the premium costs for all such coverage. The Business Administrator will pay 1-1/2% towards the cost of Health Benefits as required by statute.
  
  2. The School Business Administrator / Board Secretary may waive coverage in any of the health benefits plans if covered through a spouse's health plan, and in accordance with the procedures established by the Board. The School Business Administrator / Board Secretary will be paid the same stipend for waiving coverage as is received by other staff members employed by the Board but not above 25% or \$5,000 of the benefit costs.
  
- E.
  1. The School Business Administrator / Board Secretary shall be entitled to an annual vacation of 20 working days per year.
  
  2. The School Business Administrator / Board Secretary shall take vacation time during periods when school is not in session, including Winter break and Spring break and only after giving the Chief School Administrator reasonable notice, which shall be no less than four weeks notice. School vacations do not constitute time off for the School Business Administrator / Board Secretary unless the School Business Administrator / Board Secretary uses leave time. The School Business Administrator / Board Secretary may take vacation days during the school year, with the permission of the Chief School Administrator as single days, half days or in the event of an emergency. If the School Business Administrator / Board Secretary wishes to take more than two (2) consecutive vacation days during periods when school is in session, the School Business Administrator / Board Secretary shall request permission from the Chief School Administrator no less than four weeks prior to the date such vacation is proposed to commence. The School Business Administrator /

Board Secretary is expected to attend to the business of the district as required for the smooth and efficient operation of the school district.

3. The Board encourages the School Business Administrator / Board Secretary to take the full vacation allotment each year; however, not more than twenty (20) unused vacation days may be carried over by the School Business Administrator / Board Secretary from year to year, in accordance with c.3, P.L. 2010. All days carried over must be used in the next year or those days not taken will be forfeited.
  4. In the event that the School Business Administrator / Board Secretary's Contract is terminated prior to its expiration, unused vacation time (for the year of termination only) shall be paid on a pro-rated basis of 20/12 (1.67) days accrued per month. In the event this Contract is not renewed, earned but unused vacation time will be paid at the School Business Administrator / Board Secretary's daily rate of pay on the last day of employment. However, at the Board's discretion, should termination or non-renewal occur, the Board reserves the right to require the School Business Administrator / Board Secretary to use the full vacation entitlement.
- F. The School Business Administrator / Board Secretary shall be entitled to the following holidays: Martin Luther King, President's Holiday (2 days), Good Friday, Memorial Day, July 4, Labor Day, Thanksgiving Holiday (2 days – Thursday and Friday), Christmas Eve Day, Christmas Day, and New Year's Day.
- G. The School Business Administrator / Board Secretary shall be entitled to 3 personal days to attend to personal business during the school day, with full pay during the work year. Personal days may be taken during the school year with the prior permission of the Chief School Administrator. As much advance notice as possible of the request to take personal time will be given. Personal days usage shall be reflected on time off slips filed with the CSA's Secretary. Personal days are non-cumulative and non-reimbursable.
- H. The School Business Administrator / Board Secretary shall be reimbursed for actual mileage when using a personal vehicle for Board business as annually established by the NJOMB Circular rate.

- I. The School Business Administrator / Board Secretary shall be responsible for filing a time off slip, in advance of the time off, as set forth herein, or immediately upon return to the District in the event of an unplanned absence, with the CSA's Secretary each time any leave is taken. The Chief School Administrator shall periodically review the record to assure correctness. As part of his report to the Board at the regular monthly meeting, the Chief School Administrator shall advise the Board of the number of days during the preceding period that were taken as personal leave, sick leave, and vacation leave.
  
- J. The School Business Administrator / Board Secretary shall have the right at any time prior to the commencement of, or at any time during employment, to take a reduction in salary to purchase a tax sheltered annuity and/or mutual fund investment in accordance with N.J.S.A. 18A:66-127 et seq. and applicable tax laws, including Sections 403(b) and 457(b) of the Internal Revenue Code. The maximum amount of reduction in salary authorized shall be the maximum tax deferral amount permitted by the Internal Revenue Code.

**ARTICLE V**  
**ANNUAL EVALUATIONS**

The Chief School Administrator shall evaluate the performance of the School Business Administrator / Board Secretary twice a year in accordance with statutes, regulations and Board policy relating to the School Business Administrator / Board Secretary's evaluation. The Chief School Administrator will seek Board input regarding the Board Secretary's portion of the evaluation.

Each evaluation shall be in writing, a copy shall be provided to the School Business Administrator / Board Secretary and the Board shall meet to discuss the findings. The Board may meet in closed session to discuss the evaluation and the School Business Administrator / Board Secretary's performance where a Rice notice has been served upon the School Business Administrator / Board Secretary giving notice that the School Business Administrator / Board Secretary's employment will be discussed in closed session, and the School Business Administrator / Board Secretary has not requested that the meeting be conducted in public. The evaluations shall be based upon the criteria adopted by the Board, the goals and objectives of the district, the financial responsibilities of the School Business Administrator / Board

Secretary as set forth in the job description for the position of School Business Administrator / Board Secretary and such other criteria as the State Board of Education shall by regulation prescribe. The final draft of the annual evaluation shall be adopted by the Board in April, but no later than April 30<sup>th</sup>.

**ARTICLE VI**  
**INTERIM EVALUATIONS**

In addition to the annual evaluation, the CSA may conduct interim evaluations, by October 1 and by February 1 of each school year. The interim evaluations shall be based upon the same criteria used during the annual evaluation process, but may be in the form of a written summary of comments to Board members made during a confidential Board meeting(s) for the purpose of conducting an interim evaluation.

**ARTICLE VII**  
**TERMINATION OF EMPLOYMENT CONTRACT**

- A. This Contract shall terminate, and the School Business Administrator / Board Secretary's employment will cease, and no compensation shall thereafter be paid, under any one of the following circumstances:
- (1) Failure to possess/obtain proper certification;
  - (2) Revocation or suspension of the School Business Administrator / Board Secretary;
  - (3) Forfeiture under N.J.S.A. 2C:51-2;
  - (4) Mutual agreement of the parties; or
  - (5) Misrepresentation of employment history, educational and professional credentials, and criminal background;
- B. In the event the School Business Administrator / Board Secretary 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 the School Business Administrator / Board

Secretary 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 shall affect the Board's rights with regard to suspension under N.J.S.A. 18A:6-8.3 and applicable case law.
- D. The School Business Administrator / Board Secretary and/or the Board may terminate this Employment Contract upon at least 60 calendar days written notice to the Board, filed with the Board of Education, of an intention to resign.

**ARTICLE VIII**  
**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.

**ARTICLE IX**  
**SAVINGS CLAUSE**

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

**ARTICLE X**  
**RELEASE OF PERSONNEL INFORMATION**  
**PERSONNEL RECORDS**

The School Business Administrator / Board Secretary shall have the right, upon request, to review the contents of the School Business Administrator / Board Secretary personnel file and to receive copies at Board expense of any documents contained therein. The School Business Administrator / Board Secretary shall be entitled to have a representative accompany him/her during such review. At least once every year, the School Business Administrator / Board Secretary shall have the right to indicate those documents and/or other materials in the file that the School Business Administrator / Board Secretary believes to be obsolete or otherwise inappropriate to retain, and, upon final approval of the Board, such documents identified by the School Business Administrator / Board Secretary shall be destroyed.

No material derogatory to the School Business Administrator / Board Secretary's conduct, service, character, or personality shall be placed in the School Business Administrator / Board Secretary's personnel file unless the School Business Administrator / Board Secretary has had an opportunity to review the material. The School Business Administrator / Board Secretary shall acknowledge the opportunity to review such material by affixing a signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The School Business Administrator / Board Secretary shall also have the right to submit a written answer to such material.

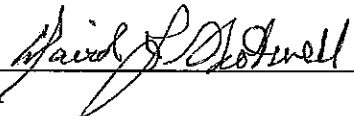
The parties acknowledge that a detailed statement of the terms contained in this Agreement must be submitted annually to the Commissioner of Education along with the school budget in accordance with N.J.S.A. 18A:7F-5.3.

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

EDMUND J. ZALEWSKI  
SCHOOL BUSINESS ADMINISTRATOR  
BOARD SECRETARY

  
Date 9-25-11

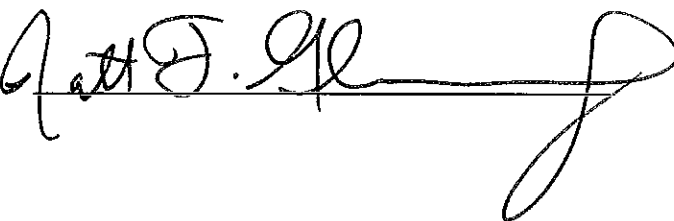
DAVID SHOTWELL  
THE BOARD OF EDUCATION OF  
WARREN COUNTY TECHNICAL SCHOOL

  
Date 9-25-11

WITNESS:



WITNESS





State of New Jersey

DEPARTMENT OF EDUCATION  
WARREN COUNTY OFFICE OF EDUCATION  
1501 Route 57  
Washington, New Jersey 07882  
(908) 689-0464  
Fax (908) 689-1457

CHRIS CHRISTIE  
Governor

KIM GUADAGNO  
Lt. Governor

CHRISTOPHER D. CERP  
Acting Commissioner

FRANK C. DRACOTTA

June 14, 2011

Mr. Edmund Zalewski  
School Business Administrator  
Warren County Technical School District  
1500 Route 57  
Washington NJ 07882

Dear Mr. Zalewski,

I have reviewed your employment contract in accordance with N.J.A.C. 6A:23A-3.1. I have determined that the provisions of the contract are in compliance with the regulations. Therefore, I approve the contract for the period July 1, 2011 to June 30, 2012.

If there are any changes to the terms of this contract, you will need to submit it to me for review and approval prior to the required public notice and hearing of such changes.

Please be reminded that the contract for this position must be submitted annually to the executive county superintendent for review and approval.

Sincerely,

Rosalie S. Lamonte  
Executive County Superintendent

RSL/WWP/tr

c: Robert Glowacky, Superintendent

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