#### EMPLOYMENT CONTRACT

This Employment Contract made this 12th day of June 2024, between Michael Bussow, (hereinafter referred to as the "School Business Administrator/Board Secretary"), and the Montague Board of Education, which has offices located at 475 US-206, Montague, NJ 07827 (hereinafter referred to as the "Board").

#### WITNESSETH:

WHEREAS, the Montague Board of Education requires the assistance of an experienced person to serve as the School Business Administrator/Board Secretary from July 1, 2024 to June 30,2025; and

WHEREAS, the parties are desirous of memorializing the terms of the parties' agreement.

NOW, THEREFORE, based on the mutual promises and covenants contained herein, the parties agree as follows:

#### 1. EMPLOYMENT

The Board agrees to employ and utilize the services of the School Business Administrator/Board Secretary and the School Business Administrator/Board Secretary agrees to provide his best professional services to the district and faithfully perform the duties required by applicable statute and by the State Board of Education and other agencies, and the bylaws, policies and regulations of the Board. No other person shall perform these services other than the School Business Administrator,

#### 2. PROFESSIONAL CERTIFICATION

The School Business Administrator/Board Secretary shall possess the required Provisional Certificate pending completion of a Standard Certificate of School Business Administrator as issued by the NJ State Board of Examiners, and said certifications are now and shall remain in full force and effect throughout the terms of this Agreement. In the case that the certifications are revoked, this Agreement shall be null and void as of the date of the revocation.

#### 3. DATE OF SERVICE

Service shall be provided to the Board by the School Business Administrator/Board Secretary from July 1, 2024, and ending June 30, 2025, unless mutually extended or terminated by the parties, or except as provided in paragraph 9. The School Business Administrator/Board Secretary shall work Five (5) days a week; the schedule of which shall be approved by the Chief School Administrator. The School Business Administrator/Board Secretary shall also be available to the Board at mutually agreeable times as needed.

#### 4. DUTIES

The School Business Administrator/Board Secretary shall serve as the School Business Administrator/Board SecretarySchool Business Administrator of the Board of the Montague Township School District and Montague Township Board of Education. He shall be invested

with such duties and responsibilities as are specified in Title 18A of the New Jersey Statutes and all other applicable laws and regulations, and in accordance with all Board policies, regulations and job descriptions pertaining to the functions, responsibilities, power and authority of those positions.

#### 5. COMPENSATION

- A. SALARY: For services rendered under this Contract, the Board shall pay the School Business Administrator/Board Secretary at a salary of \$103,000. in accordance with the schedule of salary payments in effect for other employees, payable in semi-monthly installments in accordance with the Board's payroll schedule as an employee and not by voucher. A day shall be defined as seven (7) hours during a normal business day. In the event the duties of the School Business Administrator/Board Secretary are increased for whatever reason, (for example, through the reorganization of positions and/or duties within the school district, and/or as a result of the subcontracting and/or sharing of services), then the salary of the School Business Administrator/Board Secretary shall be increased to commensurate with the increased duties and responsibilities.
- B. Leaves of Absence: The Board shall provide the following leaves of absence as part of the School Business Administrator/Board Secretary's compensation.
  - a. Vacation. The School Business Administrator/Board Secretary shall be granted twenty (20) vacation days annually, all of which shall be available to the School Business Administrator/Board Secretary on July 1st of each year. Eight (8) vacation days may be carried over from one year to the next. Upon separation, the School Business Administrator/Board Secretary shall be paid for all earned and unused accumulated vacation days at the rate of 1/260 of his then salary. Said payment shall be made within thirty (30) days of the date of separation. The School Business Administrator/Board Secretary shall be permitted to take vacation days at any time, including, but not limited to, at the School Business Administrator's sole option, upon retirement, designation or contract non-renewal. The Board, through its business office, shall be responsible for maintaining written documentation of earned, used and accrued vacation days. In the event of an unpaid leave of absence for any reason, the School Business Administrator/Board Secretary shall be permitted to be paid during that time for any unused accumulated vacation time at his option.
  - b. Holidays. The School Business Administrator/Board Secretary shall be entitled to thirteen (13) paid holidays each year, to be set annually at the re-organizational meeting established for all 12-month employees.
  - c. Sick Leave. The School Business Administrator/Board Secretary shall receive twelve (12) days sick leave annually with pay. The unused portion of such leave, at the end of each school year, shall be cumulative in accordance with the provisions of Title 18A. Upon retirement from the District and notice to the Board, accumulated, unused sick time will be reimbursed at the current contracted rate per day. Such payment shall not exceed \$15,000, and any such payment shall be made by the Board within thirty (30) days of the School Business Administrator/Board Secretary's last day of employment.

- d. Personal Leave. The School Business Administrator/Board Secretary shall be granted four (4) days of leave annually with pay for personal matters which require absence during school hours, to be used at his discretion. Unused personal days shall convert to accumulated sick leave at the end of each year and said accumulated sick will not accrue more than 15 days of sick leave at the end of the year as per 18A:30-7.
- e. Bereavement Leave. The School Business Administrator/Board Secretary shall be granted three (3) days of absence with pay, non cumulative for the death of an immediate family member. The term "immediate family" shall include mother, mother-in-law, father, father-in-law, sister, brother, husband, child, grandparent, and grandchild. The time must be used immediately following the death of the family member unless circumstances do not allow for it.
- f. Family Illness. The School Business Administrator/Board Secretary shall be granted three (3) days of leave annually with pay for the illness of an immediate family member; non-cumulative.

#### C. Insurance

- a. The Board shall provide Mr. Bussow the same health benefits as the District's full-time certified and non-certified staff. In the event health benefits are revised for the District during the term of this Agreement, Mr. Bussow will be provided the option of maintaining a "look alike" policy to the current health plan, if permissible. The School Business Administrator/Board Secretary shall contribute towards the cost of his health benefits at the contribution level of the New Jersey Educators Health Plan or other specified plan under Chapter 44, paid through payroll deduction. At the School Business Administrator/Board Secretary's option he may waive his health benefits coverage, with proof of alternate coverage, and be paid an annual stipend of five thousand dollars (\$5,000). Said stipend will be paid in two equal parts in December and June of the contract year.
- b. The Board will provide the School Business Administrator/Board Secretary with a Dental plan for himself, spouse and eligible dependents.

#### 6. EVENING MEETINGS

The School Business Administrator/Board Secretary shall attend evening Board meetings. It is understood that there may be more than one meeting per evening, it is also understood that an Executive Session Meeting followed by the Public Session the same evening shall constitute one (1) meeting. There shall be no additional compensation for attending meetings.

# 7. TELEPHONE CONTACT AVAILABILITY

The School Business Administrator/Board Secretary shall provide the Board President with telephone numbers for the purpose of communication during non-Board office hours and on days when he is not working for the Board to discuss Board related business.

#### 8. SEPARABILITY

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

#### 9. TERMINATION

This Agreement may be terminated by either party providing the other party with sixty (60) calendar days' written notice of a termination date. Notice shall be personally served or sent to the Board at the address set forth on page one of this Agreement by mail. Notice shall be deemed effective upon mailing. In the event of termination, the School Business Administrator/Board Secretary shall be compensated for services rendered through and including the date of termination.

## 10. PROFESSIONAL MEMBERSHIPS

The Board shall pay for membership of the School Business Administrator/Board Secretary in the Sussex County Association Of School Business Administrators and NJASBO not to exceed two thousand dollars (\$2000).

# 11. PROFESSIONAL DEVELOPMENT

The School Business Administrator may be entitled to attend the Annual Conference of the New Jersey Association of School Business Officials, the NJ School Board Workshop Conference and the Annual ASBO International Conference and any other conference pre-approved by the Board. In addition, the Board agrees that the School Business Administrator may attend professional development programs sponsored by NJASBO, NJASA, NJSBA and any other professional associations agreed to by the Board. All related travel costs shall be reimbursed by the Board consistent with Board policy, state law, state regulations and applicable OMB Circulars.

## 12. INDEMNIFICATION

Anything contained herein to the contrary notwithstanding, the Board agrees that while the School Business Administrator is providing services to the Board under this Agreement, he is entitled to the protection of the indemnification provisions of N.I.S.A. 18A:16-6 and N.I.S.A. 18A:16-6.1 and any other applicable New Jersey Statutes, in accordance with and subject to the terms and conditions set forth in such statutes. The School Business Administrator agrees to cooperate fully and to assist the Board with its defense of any actions against him and/or the Board.

## 13. SAVINGS CLAUSE

If, during the term of this Employment Agreement, it is found that a specific clause of this Employment Agreement is contrary to federal or state law, the remainder of this Employment Agreement not affected by such ruling shall remain in full force and effect. The parties thereto represent to each other that they fully understand the terms and conditions of this Employment Agreement 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.

#### 14. REVOCATION CLAUSE

The Parties hereto agree that in the event the School Business Administrator/Board Secretary's certification is permanently revoked, all provisions of this Employment Agreement shall be null and void as of the date of the revocation, and if the School Business Administrator/Board Secretary is lawfully precluded from performing his duties by any Judgment, Order or direction of any court of competent jurisdiction or the Commissioner of Education, all provisions of this Employment Agreement shall terminate and the School Business Administrator/Board Secretary's employment shall cease.

#### 15. MODIFICATION CLAUSE

This Agreement contains the entire agreement between the parties. The terms and conditions of this Employment Agreement shall not be modified except by the written consent of both Parties hereto and review and approval by the Executive County Superintendent. Any amendments to this Employment Agreement shall not create a new agreement or agreement term but shall only constitute an amendment to the existing Employment Agreement. This Agreement will be in full force and effect until a successor Agreement has been completely negotiated.

| BOARD OF EDUCATION               | School Business Administrator/Board<br>Secretary |
|----------------------------------|--|
| ANDREE CAMPBELL, Board President | MICHAEL BUSSOW                                   |
| Date 6/13/24                     | Date 6/12/2024                                   |
| Jan a Bury<br>Witness            |  |
| Date 6(2)24                      |  |

# Business Administrator/Board Secretary Detailed Statement of Contract Costs

Montague Township School District Name: Michael Bussow District Grade Span: PreK to Grade 8 On Roll Students as of 06/2023 of the

| On Roll Students as of 06/2023 of the prior year: 310           | Γ      | Year 1  |        | Year 2  | 7    | Difference |                 |  |
|---|--------|---------|--------|---------|------|------------|-----------------|--|
| Contract Term: July 1, 2024 - June 30, 2025                     | ┼─     | 1641 1  | ├      | 15012   |      | District   | <del>-   </del> |  |
|   | T      | w·      | ╆┈     |         |      |            |                 |  |
| Base Salary;  | \$     | 85,000  | \$     | 103,000 | 1. 1 | \$ 18,00   | 0               |  |
| Shared Service  |        |         |        |         |      |            |                 |  |
| ongevity  | \$     | -       | \$     | -       |      |            |                 |  |
| TOTAL ANNUAL SALARY   | \$     | 85,000  | \$     | 103,000 |      | \$ 18,00   | 0               |  |
|   | $\top$ |         | Г      |         |      | \$ -       |                 |  |
| Additional Salary   |        |         | Ī.,    |         | I    | \$ 1       | T               |  |
| Quantitative Merit Goals  | 1      |         | _      |         | 1    | \$ -       |                 |  |
| Qualitative Merit Goals   |        |         | П      |         |      | \$ -       |                 |  |
| Additional Compensation - Describe:                             | T      |         | Π.     |         |      | \$ -       |                 |  |
| Total Additional Salary   | \$     |         | 5      |         |      | \$ -       |                 |  |
| TOTAL ANNUAL SALARY PLUS ADDITIONAL COMPENSATION                | \$     | 85,000  | \$     | 103,000 |      | \$ 18,00   | 0               |  |
|   | T      |         |        |         | {    | \$ -       |                 |  |
| Total Premiums for:   |        |         |        |         |      | \$ -       |                 |  |
| fealth Insurance (Family 6 months / Spouse 6 months)            | \$     | 26,700  | \$     | 22,225  |      | \$ {4,47   | 5)              |  |
| rescription insurance   | \$     | -       | Ś      | -       |      | \$ -       |                 |  |
| Pental Insurance  | \$     | 774     | \$     | 928     |      | \$ 15      | 4               |  |
| /islon Insurance  | \$     | -       | 5      | -       |      | \$ -       |                 |  |
| Disability Insurance  | \$     | -       | \$     | -       |      | \$ -       |                 |  |
| Other insurance - Describe:                                     | \$     |         | \$     |         |      | \$ -       |                 |  |
| Valver of Benefits  | 1      |         |        |         |      | \$ -       | ***             |  |
| Total Cost of Premiums  | \$     | 27,474  | \$     | 23,153  |      | \$ [4,32   | 1)              |  |
| Employee Contribution to Premiums as Per Law                    | \$     | 4,250   | \$     | 8,280   |      | \$ 4,03    |                 |  |
| TOTAL REALTH BENEFITS COMPENSATION                              | \$     | 29,224  | \$     | 14,873  |      | \$ (8,35)  | 1)              |  |
|   |        |         | $\Box$ |         |      | \$ -       | T               |  |
| Other Compensation  | Ī      |         |        |         |      | 5 -        |                 |  |
| ravel and Expense Reimbursement (Estimated Annua) Cost)         | \$     | 500     | \$     | 750     |      | 25         | ő               |  |
| rofessional Development (Estimated Annual Cost)                 | \$     | 6,250   | \$     | 3,000   |      | (3,25      | 0)              |  |
| ultion Reimbursemont  | \$     | -       | \$     | -       |      | <b>-</b>   |                 |  |
| Mentoring Expenses - Describe:                                  | \$     | 2,000   | \$     | -       |      | {2,000     | 0)              |  |
| lational/State/County/Local/Other Dues                          | \$     | 1,590   | \$     | 2,000   |      | 501        | 0               |  |
| ubscriptions  | \$     |         | \$     | •       | 1    | -          | "]"             |  |
| oard Paid Cell Phone or Reimbursement for Personal Cell Phone   | \$     | -       | \$     | -       |      |            |                 |  |
| omputer for Home use, including supplies, maintenance, Internet | \$     |         | \$     |         |      | •          |                 |  |
| other - Describe:   | ŝ      |         | \$     | -       |      |            |                 |  |
| TOTAL OTHER COMPENSATION  | \$     | 10,250  | \$     | 5,750   |      |            | 0)              |  |
|   |        |         |        |         |      |            | <b>—</b>        |  |
| ck and Vacation Compensation                                    |        |         |        |         |      | -          | 1               |  |
| fax Paid for Unused Sick Leave Upon Retirement                  | \$     |         | Ś      | - 1     |      |            | 1               |  |
| lax Paid for Unused Vacation Leave - Retirement or Separation   | Ś      | 2,615   |        | 11,092  | 13   |            | 7               |  |
| Total Sick and Vacation Compensation                            | Ś      | 2,615   | š      | 11,092  |      |            |                 |  |
| TOTAL CONTRACT COSTS  |        | 121,089 | š      | 134,715 | - 13 |            |                 |  |