

## **CONTRACT OF EMPLOYMENT**

**THIS CONTRACT OF EMPLOYMENT** is made and entered into by and between the **BOUND BROOK BOARD OF EDUCATION** (hereinafter “the Board”)

and

**MICHAEL C. GORSKI**, whose position is to be Business Administrator/Board Secretary (hereinafter “Business Administrator”).

### **WITNESSETH**

**WHEREAS**, the Board and the Business Administrator believe that a written contract of employment is necessary to specifically describe their relationship and to serve as the basis of effective communication between them; and

**WHEREAS**, the Board offered Michael C. Gorski the position of Business Administrator, and he has accepted the Board’s offer; and

**WHEREAS**, the Board approved the terms of this Contract of Employment by a vote of its members at a regularly scheduled meeting on August 8, 2022 and has authorized the President of the Board to execute this Contract of Employment.

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

#### **1. TERM**

The Board hereby agrees to employ Michael C. Gorski as the Business Administrator of the Bound Brook School District for the period beginning September 1, 2022 and ending at midnight on June 30, 2023. It is understood that the terms and conditions of this Contract of Employment shall not be changed until required by law or by mutual consent of the seated Board of Education and the Business Administrator.

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.

#### **2. CERTIFICATION AND RESPONSIBILITIES**

##### **A. Certification:**

The Business Administrator shall maintain a current and valid certificate issued by the New Jersey Department of Education for the position of Business Administrator. In the event the Business Administrator’s certificate issued by the Department of Education is

revoked, this Contract of Employment is null and void as of the date of the certificate revocation.

The Business Administrator further agrees to comply with all other legal requirements respecting the employment of a Business Administrator.

**B. Duties:**

The Business Administrator shall devote his time, attention, and energy to the business of the school district. The Business Administrator shall report directly to the Superintendent of Schools, and serve 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.

The School Business Administrator shall be the Chief Financial Officer of the Board and Board Secretary of the District, shall have general supervision over all aspects of the fiscal operations of the District at the direction of the Superintendent, and shall perform such other duties as directed by the Superintendent. All duties assigned to the Business Administrator by the Superintendent of Schools should be appropriate to and consistent with the professional role and responsibility of the Business Administrator, and shall be set by Board policy and in the Job Description for the Business Administrator which may be modified from time to time, consistent with the intent set forth above.

**3. PROFESSIONAL GROWTH OF BUSINESS ADMINISTRATOR**

The Board encourages the continuing professional growth of the Business Administrator through his participation as he might decide, in light of his responsibilities as the Business Administrator, in the following ways:

- A. the operations, programs and other activities conducted or sponsored by local, state and national school administrators and school board associations, including but not limited to, conferences, conventions, and workshops;
- B. seminars and courses offered by public or private educational institutions;
- C. informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Business Administrator to perform his professional responsibilities for the Board;
- D. visits to other institutions; and
- E. other activities promoting the professional growth of the Business Administrator.



In its encouragement, the Board shall permit a reasonable amount of release time for the Business Administrator, subject to Board approval, to attend such matters. Expenses for meals, lodging, registration, and transportation to enhance the Business Administrator's knowledge and expertise in the field of education and administration shall be paid for/reimbursed by the Board in accordance with law. Such payments or reimbursements, shall be made in accordance with OMB travel circular provisions, the general requirements of N.J.S.A. 18A:11-12, Board policy, and upon prior approval of the Superintendent, and the Board. The Business Administrator shall follow Board policy and applicable law in supplying the necessary documentation for reimbursement.

#### 4. **COMPENSATION**

##### A. Salary:

The Board shall pay the Business Administrator an annual salary of One Hundred Seventy Thousand Dollars, prorated. This annual pensionable salary shall be paid to the Business Administrator in accordance with the payroll schedule for other certified employees.

##### B. Other Provisions:

During the term of this Contract of Employment the Business Administrator shall not be reduced in compensation, including salary and benefits. In addition, the Board of Education and Business Administrator agree to the following:

In the event that federal or state law makes invalid a provision for salary or benefits as included within this agreement, the value of said salary or benefit shall be, upon prior approval of the Executive County Superintendent, added to the Business Administrator's base salary. The effective date of any such conversion shall be July 1<sup>st</sup> of the immediately succeeding fiscal year, in the event that said salary or benefit has been received by the Business Administrator within the fiscal year in which a change in law has taken effect. The intent of this clause is to ensure that the Board incurs no more and no less an expenditure and that the Business Administrator receives no more but no less salary and benefits as was agreed upon between the parties under the terms and agreement as delineated herein.

#### 5. **BENEFITS**

##### A. Vacation/Personal Days/Holidays:

The Business Administrator shall be granted twenty-five (25) vacation days, annually, calculated and prorated on an annual basis, all of which shall be available to the Business Administrator on September 1, 2022. If the Business Administrator does not complete a Contract of Employment year, the number of days shall be prorated at one and sixty seven hundredths (1.67) vacation days per month for the completed months of service. If the Business Administrator utilized days in excess of this rate, compensation for those days shall be deducted from the Business Administrator's last pay check.

The Business Administrator shall take his vacation time after giving the Superintendent and Board President reasonable notice. The Board, through its business office, shall be responsible for maintaining written documentation of the Business Administrator's earned, used, and accrued vacation days. In the event of an unpaid leave of absence for any reason, the Business Administrator shall be permitted to be paid during that time by using unused accumulated vacation days at his option.

Pursuant to N.J.S.A. 18A:30-9, if business demands prohibit the Business Administrator from using all of his allotted vacation days in a given year, he may carry over unused vacation days to be used during the next year pursuant to law. Any vacation days carried over from the previous year that are not used in the next school year shall be forfeited.

The Business Administrator shall be granted five (5) personal days annually, calculated and prorated on an annualized basis to attend to personal matters which require absence to be used at his discretion. Unused personal days shall convert to accumulated sick leave at the end of the year in accordance with N.J.S.A. 18A:30-1 et seq.

The Business Administrator shall follow the District's Central Office holiday schedule. be entitled to time off with pay for the following holidays:

Independence Day	NJEA Convention
Labor Day	Spring Recess
Memorial Day	
Thanksgiving Break	Winter Recess

B. Medical Benefits:

The Board shall provide, as part of the Business Administrator's compensation, the following medical insurance: Medical, Dental, Prescription, and Vision. The Business Administrator shall pay the portion of the premium costs for all such coverage as set forth in Chapter 78, *P.L. 2011*, and implementing regulations. Such provision shall in no way link this Contract with any agreement collectively negotiated with district employees. The premium shall be paid by the Superintendent through payroll deduction. Insurance will be provided by the same carrier the Board has contracted with for all other employees with like benefits.

1. Major Medical/Hospitalization

The Board shall provide, at a minimum, the New Jersey Educator's Health Plan medical insurance plan that is provided to other professional employees of the District.

2. Dental Care

The Board shall provide the Business Administrator with a program of dental care.

3. Prescription Plan

The Board shall provide the Business Administrator with a co-pay prescription program.

4. Vision Plan

The Board shall provide the Business Administrator with a vision care program.

5. Life Insurance

The Board shall provide the Business Administrator with a life insurance program.

C. Sick Leave:

The Business Administrator shall be provided twelve (12) sick days annually, calculated and prorated on an annualized basis, all of which shall be available to the Business Administrator on September 1, 2022. The unused portion of such leave, at the end of any year, shall be cumulative. Pursuant to N.J.S.A. 18A:30-3.5, unused sick leave may be carried over from one year to the next.

D. Membership and Subscription Fees:

The Board shall pay one hundred percent (100%) of the Business Administrator's membership and subscription fees for the New Jersey Association of School Administrators; Somerset County Association of School Business Officials; New Jersey Association of School Business Officials; The American Institute of Certified Public Accountants; and The New Jersey Society of Certified Public Accountants.

E. Expense Reimbursement:

The Business Administrator shall be reimbursed for travel expenses in accordance with N.J.S.A. 18A:11-12 and the regulations promulgated thereunder, and in accordance with OMB circulars.

F. Cellular Phone:

The Board shall provide the Business Administrator with a cellular telephone and shall pay the monthly charges associated with same, as related to school business-related telephone call charges. Incidental personal use of cellular phone shall be permitted.



G. Disability Insurance

The Board agrees to provide coverage for the Business Administrator for long-term disability in accordance with the District Policy provided by the Fort Dearborn Life Insurance Company.

H. Indemnification:

As provided by law, the Board shall defend, hold harmless, and indemnify the Business Administrator from any and all demands, claims, suits, actions, and legal proceedings of any kind brought against the Board. If, in the good faith opinion of the Business Administrator, a conflict exists in regard to the defense of any claim, demand, or action brought against him, and the position of the Board in relation thereto, the Business Administrator may engage his own legal counsel, in which event the Board shall indemnify the Business Administrator for the reasonable costs of his legal defense.

6. **RETIREMENT FROM SERVICE**

A. Accumulated Unused Sick Days:

The Board shall pay all unused, accumulated sick days earned while an employee of the Board in accordance with law. Payment of supplemental compensation for accrued, unused sick leave to the Business Administrator shall be calculated and paid as follows:

1. The Business Administrator's sick leave accrued at a per diem rate, which shall be calculated by his salary divided by a denominator of 260, capped at \$15,000. Eligibility for this payment shall be contingent upon eligibility for retirement under the rules and regulations of the State of New Jersey, Department of the Treasury, Division of Pension and Benefits. Sick leave shall not be payable to the Business Administrator's estate or beneficiaries in the event of his death prior to retirement.

B. Accumulated Unused Vacation Days:

Upon the Business Administrator's separation from employment with the District or retirement from employment with the District, the Board will pay all unused, accumulated vacation days earned while an employee of the Board, in accordance with law. Payment shall be calculated at a per diem rate which shall be calculated by dividing the Business Administrator's annual salary by a denominator of 260. Payments for accumulated vacation days shall be paid to the Business Administrator's estate or beneficiaries in the event of the Business Administrator's death prior to separation.

7. **EVALUATION**

The Superintendent shall evaluate the performance of the Business Administrator in accordance with law. Each evaluation shall be in writing, a copy shall be provided to the

Business Administrator, and the Superintendent and Business Administrator shall meet to discuss the findings. The evaluations shall be based upon the goals and objectives of the District and the Board of Education, the responsibilities of the Business Administrator as set forth in the applicable job descriptions, and such other criteria as the State Board of Education shall by regulation prescribe. The evaluation instrument shall be developed and approved by the Superintendent and the Business Administrator on or prior to the execution of this Contract of Employment.

8. **TERMINATION OF CONTRACT OF EMPLOYMENT**

This Contract of Employment may be terminated by:

- A. mutual agreement of the parties;
- B. unilateral termination by the Business Administrator upon sixty (60) days' written notice to the Board;
- C. actions consistent with law; or
- D. in the event that the Business Administrator's certificate is revoked, this Contract of Employment shall become null and void as of the date of revocation.

9. **COMPLETE AGREEMENT**

This Contract of Employment embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties and the prior approval of the Executive County Superintendent.

10. **CONFLICTS**

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

11. **SAVINGS CLAUSE**

If during the term of this Contract of Employment, it is found that a specific clause of the Contract of Employment is contrary to federal or state law, the remainder of the Contract of Employment not affected by such a ruling shall remain in force.

**WHEREAS**, the Executive County Superintendent of Schools for Somerset County has reviewed and approved the term and conditions; and

**WHEREAS**, the Business Administrator approves the terms and conditions of this Contract of

Employment, and agrees to be bound by same;

**WHEREAS**, this Contract of Employment has been approved by a vote of the Members of the Board of Education at its meeting of August 8, 2022 said action having been made a part of the official minutes of that meeting.

**IN WITNESS WHEREOF**, the parties set their hands and seals to this Contract of Employment as follows:

WITNESS:



MICHAEL C. GORSKI, CPA  
Business Administrator/Board Secretary



8/16/22

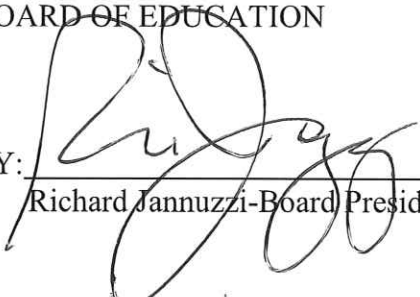
Date

8/16/22

Date

BOUND BROOK  
BOARD OF EDUCATION

BY:

  
Richard Jannuzzi-Board President

8/10/22

Date

ATTEST:  
BOUND BROOK  
BOARD OF EDUCATION

BY:



08-18-22

Date