

Employment Contract
for the Network Support Technician

This Employment Contract is made and entered into on this 22nd day of August 2011, by and between the Brick Township Board of Education, with offices located at 101 Hendrickson Ave., Brick, New Jersey 08724 (hereinafter referred to as the "Board").

and

Jeffrey Ruhnke, (hereinafter referred to as the "Network Support Technician")

WHEREAS, Board of Education desires to provide the Network Support Technician with a written Employment Contract in order to describe, specifically, the relationship between the Board of Education and the Network Support Technician, and to serve as the basis of effective communication between them as they fulfill their respective governance and employment functions in the operation of the Brick Township Public Schools,

NOW, THEREFORE, the Board and the Network Support Technician, for the consideration herein specified, agree as follows;

TERM

Whereas, the Board, in consideration of the promises herein contained of the Network Support Technician, hereby employs, and the Network Support Technician hereby accepts employment as the Network Support Technician for the Brick Township Board of Education, for a term commencing August 22, 2011 and running through the date of June 30, 2012.

DUTIES AND RESPONSIBILITIES

The duties to be performed by the Network Support Technician shall be as set forth in applicable New Jersey Statutes and Administrative Code, relevant sections of policies and administrative regulations heretofore or hereafter adopted by Board and other appropriate duties as Board may from time-to-time require.

The Network Support Technician shall devote his time, attention and energy to the business of the school district. However, he may seek additional forms of compensation outside of the district. Such activities shall not interfere with the duties of the employee nor the Board's business. The Board's business shall be of top priority at all times. All duties assigned to the Network Support Technician should be consistent with the professional role and responsibility of the Network Support Technician, and shall be set by Board policy and in the appropriate job description which may be modified from time to time, consistent with the intent set forth above.

The normal work day and work week shall be seven (7) hours per day, Monday through Friday, thirty five (35) hours per week, with a daily lunch of one hour (added to work day). Summer hours shall be in effect from the first full five day work week in July (excluding holidays) through the last full five day work week in August. The summer time workday shall be seven and one half (7.5) hours per day, plus a one half (1/2) hour lunch period. The summer time workweek shall be four (4) days per week, Monday through Thursday. Sick, Vacation, and Personal days utilized during this period will be charged as 1 day, or in other words seven (7) hours of sick, vacation or personal time for every seven and one half (7.5) hour workday.

COMPENSATION

During the term of this Employment Contract, including any extensions thereof, the Network Support Technician shall not be reduced in compensation, including salary and benefits. Any increase in compensation during the term of this contract shall be considered an amendment to this contract. Any additional compensation that the Board agrees to give to the Network Support Technician, over and above the compensation set forth and agreed upon between the parties, shall become part of this Employment Contract, but it shall not be deemed that the Board and the Network Support Technician have entered into a new Employment Contract. Any amendments to this Contract shall be in writing, approved by the Board and signed by representatives of the Board and by the Network Support Technician.

- A. Salary: The salary rate shall be paid to the Network Support Technician in accordance with the schedule of salary payments of the Board. The Board shall pay the Network Support Technician an annual salary rate of thirty-five thousand dollars (\$35,000), prorated, for the period of August 22, 2011 through June 30, 2012.
- B. Vacation/Holidays: The Network Support Technician shall be granted twelve (12) paid vacation days annually pro-rated and earned at 1 day per month. Vacation must be taken during the current calendar year at such time as permitted or directed by the Director of Technology unless the Director of Technology and the Superintendent determines that it cannot be taken because of pressure of work. In such case, any unused vacation may be carried forward into the next succeeding year only. The Network Support Technician shall not take more than ten (10) working days, as vacation days, in a row without prior approval of the Superintendent. The Business Administrator's office shall be responsible

for maintaining written documentation of the Network Support Technician's earned and accrued vacation days. In the event the Network Support Technician retires or resigns during the year, vacation days earned shall be pro-rated for that year. In the event of death of the Network Support Technician all accumulated earned and accrued vacation days shall be paid to the estate of the Network Support Technician at the Network Support Technician's then current per-diem rate of pay. The per-diem rate of pay shall be $1/260^{\text{th}}$. The Network Support Technician shall be entitled to all holidays in the school year that are given to certified staff members. If the Network Support Technician is required to work on a given holiday, he shall be entitled to take another day off during the contract term, without loss of pay.

- C. Sick Leave: The Network Support Technician shall be allowed twelve (12) days sick leave annually, prorated. The unused portion of said days, at the end of any year, shall be accumulated in accordance with state law. Upon retirement from service with the Brick Township School District, the Board will pay the Network Support Technician for all unused, accrued sick leave time in the district at an amount not to exceed one half the per diem rate of pay earned by the Network Support Technician at his then-current annual salary based upon one day for every two days earned to a maximum reimbursement not to exceed \$4,500. The per-diem rate of pay shall be $1/260^{\text{th}}$.
- D. Personal Leave: Three (3) days shall be allowed each year for personal business that cannot be conducted outside of school hours. Personal business days shall be approved by the Director of Technology. Unused personal days will accumulate as sick days at the end of each school year. Requests for personal days must be submitted five (5) days in advance.

E. Bereavement Leave: The Network Support Technician shall be entitled to paid bereavement leave in the event of the death of a member of his immediate family for up to four (4) days, to be utilized within a two-week period commencing on the date of death without loss of pay. Immediate family shall include spouse, civil union partner, child, mother, father, step mother, step father, mother-in-law, father-in-law, grandfather, grandfather-in-law, step grandfather, grandmother, grandmother-in-law, step grandmother, brother, stepbrother, brother-in-law, sister, stepsister, sister-in-law. Up to one (1) school day within a two-week period commencing with the event of death of an aunt, aunt-in-law, uncle, uncle-in-law, niece, step-niece, nephew or step-nephew shall be allowed without loss of pay.

G. Benefits: The Board of Education shall pay the premium of insurance protection for the Network Support Technician and his family, which insurance shall include Point of Service/HMO health care insurance, dental insurance and a prescription plan. The Board reserves the right to select the appropriate insurance carrier(s). All insurance plans mentioned in this Article shall be continued by the Board while the Network Support Technician is utilizing FMLA/NJFLA. The prescription plan provided by the Board shall be a co-pay prescription plan. The co-payment shall be zero dollars for generic drugs and fifteen (\$15.00) dollars for brand name drugs for retail and mail order prescriptions. The dental insurance provided by the Board will be equal to or better than the dental insurance in effect as of June 30, 2011. The Network Support Technician may request a waiver of insurance protection. If a waiver of insurance protection is granted by the Board, payment in lieu of insurance protection will be made annually to the Network Support Technician as follows:

Health Care Insurance \$1,250

Dental Insurance \$225

Prescription Plan \$500

Waiver of health care insurance coverage will require proof of health care insurance elsewhere. If the Network Support Technician waives coverage for a partial year then payment will be paid in lieu on a pro-rata basis. Payments of the waived amounts will be made with the final paycheck of the school year. The Board shall provide a payroll deduction for voluntary disability insurance with carriers as selected by the Board. Upon the permanent separation from employment the Board's health-care plans shall cease immediately following the Network Support Technician's last day on the payroll. The coverage shall immediately be terminated unless the Network Support Technician has arranged prior thereto for its continuation consistent with his rights, if any, under law. If the Network Support Technician elects to participate in the insurance protection offered he shall contribute a percentage of his salary toward the cost of the insurance as dictated by State law. If the Board elects to move the coverage's provided (health care, dental and prescription plan) to the State Health Benefits Plan, said plan coverage's will be what is offered. If the Board then elects to move out of the State Health Benefits Plan, coverage's provided (health care, dental and prescription plan) will be as provided for prior to moving to the State Health Benefits plan.

H. Automobile Use Reimbursement: When automobile use is necessary in the course of District business, the Board shall reimburse the Network Support Technician for all tolls, parking fees and mileage expenses at maximum established by applicable State law as may be amended from time to time.

- I. Deferred Compensation: The Network Support Technician is authorized to establish and contribute to a deferred compensation/tax shelter program in accordance with N.J.S.A. 18A:66-127, -128 and – 129.

TERMINATION OF EMPLOYMENT CONTRACT

This Contract shall terminate, the Network Support Technician's employment shall cease, and no salary shall be paid, under any one of the following circumstances:

- a) Mutual agreement of the parties;
- b) Unilateral termination by either party, with or without cause, by giving thirty (30) calendar days advance written notice of termination to the other party at the address set forth above;
- c) Fraudulent misrepresentation by the Network Support Technician of employment history, educational and professional credentials, and criminal background;
- d) Incapacity of the Network Support Technician to perform all the responsibilities of a full-time Network Support Technician;

COMPLETE AGREEMENT

This Employment Contract embodies the entire agreement between the parties hereto and cannot be changed except by written agreement of the undersigned parties.

CONFLICTS

In the event of any conflict between the terms, conditions and provisions of this Employment Contract and the provisions of the Board's policies or any permissive Federal or State law, then,

unless otherwise prohibited by law, the terms of this Employment Contract shall take precedence over the contrary provisions of the Board's policies or any other such statutes, regulations or rulings.

SAVINGS CLAUSE

If, during the term of this Employment Contract, it is found that a specific clause of the Contract is illegal under Federal or State law, the remainder of this Employment Contract shall remain in force.

RELEASE OF PERSONNEL INFORMATION

The Board acknowledges and agrees that the New Jersey Open Public Records Act and case law interpreting that Act govern disclosure of personnel records. All other information, except as otherwise provided by law, is deemed confidential and shall not be released to the public absent the written consent of the Network Support Technician, or by a lawful order of a court of competent jurisdiction.

PERSONNEL RECORDS

The Network Support Technician shall have the right, upon request, to review the contents of his personnel file and to receive copies at Board expense of any documents contained therein. He shall be entitled to have a representative accompany him during such review. At least once every year, the Network Support Technician shall have the right to indicate those documents or other materials in his file that he believes to be obsolete or otherwise inappropriate to retain. Upon the agreement with the Superintendent, such documents identified by him shall be

destroyed. No material derogatory to the Network Support Technician's conduct, service, character or personality shall be placed in his file unless he has had an opportunity to review the material. The Superintendent shall acknowledge that the Network Support Technician has had the opportunity to review such material by affixing his signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The Network Support Technician shall also have the right to submit a written response or rebuttal to such material.

WHEREAS, the Network Support Technician has approved of the terms and conditions of this Employment Contract; and,

WHEREAS, this Employment Contract has been approved by a vote of a majority of the full membership of the Board of Education of the Township of Brick at its meeting of August 18, 2011, and has been made a part of the minutes of that meeting.

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

Jeffrey Ruhnke
Network Support Technician

Date: _____

**BRICK TOWNSHIP BOARD OF
EDUCATION**

Sharon Kight
President

Date: _____

WITNESS

James W. Edwards, Jr., CPA
Business Administrator/Board Secretary