

Employment Contract
for the Interim Building Maintenance Night Inspector

This Employment Contract is made and entered into on this 15th day of December 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

Rosario Livera, (hereinafter referred to as the "Interim Building Maintenance Night Inspector")

WHEREAS, Board of Education desires to provide the Interim Building Maintenance Night Inspector with a written Employment Contract in order to describe, specifically, the relationship between the Board of Education and the Interim Building Maintenance Night Inspector, 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 Interim Building Maintenance Night Inspector, for the consideration herein specified, agree as follows;

TERM

Whereas, the Board, in consideration of the promises herein contained of the Interim Building Maintenance Night Inspector, hereby employs, and the Interim Building Maintenance Night Inspector hereby accepts employment as the Interim Building Maintenance Night Inspector for the Brick Township Board of Education, for a term commencing December 16, 2011 and running through the date of return of the permanent Building Maintenance Night Inspector currently on a Board approved leave of absence, but in no event later than June 30, 2012.

DUTIES AND RESPONSIBILITIES

The duties to be performed by the Interim Building Maintenance Night Inspector shall be as set forth in the Job Description attached hereto, 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 Interim Building Maintenance Night Inspector shall devote his time, attention and energy to the business of the school district. All duties assigned to the Interim Building Maintenance Night Inspector should be consistent with the professional role and responsibility of the Interim Building Maintenance Night Inspector, 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.

WORK WEEK

The normal work day and work week shall be eight (8) hours per day, Monday through Friday, forty (40) hours per week, with a daily lunch of one hour (included in work day). The hours worked each day shall commence no later than 3:30 pm and conclude no sooner than 11:30 pm.

COMPENSATION

During the term of this Employment Contract, including any extensions thereof, the Interim Building Maintenance Night Inspector 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 Interim Building Maintenance Night Inspector, 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 Interim Building Maintenance Night Inspector 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 Interim Building Maintenance Night Inspector.

- A. Salary: The salary rate shall be paid to the Interim Building Maintenance Night Inspector in accordance with the schedule of salary payments of the Board. The Board shall pay the Interim Building Maintenance Night Inspector an annual salary rate of fifty thousand dollars (\$50,000), prorated for the period of December 16, 2011 and running through the date of return of the permanent Building Maintenance Night Inspector currently on a Board approved leave of absence, but in no event later than June 30, 2012.
- B. Cell Phone: The Interim Building Maintenance Night Inspector at his own cost and expense shall be required to have and maintain a cellular telephone for business purposes.
- C. Vacation/Holidays: The Interim Building Maintenance Night Inspector shall be granted fifteen (15) paid vacation days annually pro-rated and earned at 1.25 days per month. A

maximum of ten (10) unused vacation days may be carried over from one year to the next with prior approval from the Business Administrator. The Interim Building Maintenance Night Inspector shall not take more than ten (10) working days, as vacation days, in a row without prior approval of the Interim Building Maintenance Night Inspector. The Business Administrator's office shall be responsible for maintaining written documentation of the Interim Building Maintenance Night Inspector earned and accrued vacation days. In the event the Interim Building Maintenance Night Inspector retires or resigns during the year, vacation days earned shall be pro-rated for that year. In the event of death of the Interim Building Maintenance Night Inspector all accumulated earned and accrued vacation days shall be paid to the estate of the Interim Building Maintenance Night Inspector at the Interim Building Maintenance Night Inspector then current per-diem rate of pay. The per-diem rate of pay shall be 1/260th. The Interim Building Maintenance Night Inspector shall be entitled to the same holidays given to the Buildings and rounds staff during the school year. If the Interim Building Maintenance Night Inspector 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.

- D. Sick Leave: The Interim Building Maintenance Night Inspector shall be allowed fifteen (15) 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. However, it is specifically understood that upon retirement, termination or discontinuance of service with the Brick Township School District for any reason whatsoever, the Interim Building Maintenance Night Inspector shall not be entitled to compensation for accumulated or accrued sick days.

- E. Personal Leave: Three (3) days, prorated, shall be allowed each year for personal business that cannot be conducted outside of school hours. Personal business days shall be approved by the Business Administrator. Unused personal days will accumulate as sick days at the end of each school year.
- F. Bereavement Leave: Interim Building Maintenance Night Inspector may be allowed a maximum four (4) school days absence in one year with full pay for each death in the immediate family. The immediate family shall be a spouse, civil union partner, a parent, a child, a sister, a brother, an in-law, a grandparent, grandchild, or any person standing loco parentis. These days must be used within four weeks after the death of a family member. Proper documentation must be provided to Human Resources. In the case of the death of a relative of the second degree, absence of one (1) full day may be allowed with full pay. Such relatives shall be an aunt, an uncle, a nephew, a niece, or a first cousin.
- G. Benefits: The Board of Education shall pay the premium of insurance protection for the Interim Building Maintenance Night Inspector and his family, which insurance shall include health care insurance, dental insurance and a prescription plan equal to that provided to other certified staff members. 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 Interim Building Maintenance Night Inspector is utilizing FMLA/NJFLA. The prescription plan provided by the Board shall be a co-pay prescription plan. The co-payment for prescription drugs shall be the same as that of the Brick Township Education Association. The dental insurance provided by the Board will be equal to the dental insurance provided to all other certified staff members. 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 Interim Building Maintenance Night Inspector last day on the payroll. The coverage shall immediately be terminated unless the Interim Building Maintenance Night Inspector has arranged prior thereto for its continuation consistent with his rights, if any, under law. If the Interim Building Maintenance Night Inspector elects to participate in any of the insurance protection's (medical, prescription or dental) offered he shall contribute toward the cost of the insurance as dictated by State law. If the Board elects to move out of the State Health Benefits Plan, coverage's provided (health care, dental and prescription plan) shall be consistent with the coverage's provided to other employees of the Board.

H. Membership Dues: The Board shall pay the Interim Building Maintenance Night Inspector membership dues for membership in one organization with the approval of the Business Administrator and pursuant to applicable state laws.

G. Automobile Use Reimbursement: When automobile use is necessary for travel outside of the District on District business, the Board shall reimburse the Interim Building Maintenance Night Inspector for all tolls, parking fees and mileage expenses at the rates established by applicable State law as may be amended from time to time.

H. Expense Reimbursement: If the Interim Building Maintenance Night Inspector pays for legitimate expenses or purchases items needed for the District, he shall be reimbursed following submission of the appropriate expense account form to the Business Administrator. The Interim Building Maintenance Night Inspector shall be entitled to attend conferences and/or workshops related to his responsibilities with prior approval of

the Board. All expense reimbursements shall comply with N.J.S.A. 18A:11-12 and applicable Board policies.

- I. Deferred Compensation: The Interim Building Maintenance Night Inspector is authorized to establish and contribute to a deferred compensation/tax shelter program in accordance with N.J.S.A. 18A:66-127 through N.J.S.A. 18A:66-129.

TERMINATION OF EMPLOYMENT CONTRACT

This Contract shall terminate, the Interim Building Maintenance Night Inspector 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 written notice of termination to the other party at the address set forth above;
- c) Fraudulent misrepresentation by the Interim Building Maintenance Night Inspector of employment history, educational and professional credentials, and criminal background;
- d) Incapacity of the Interim Building Maintenance Night Inspector to perform all the responsibilities of a full-time Interim Building Maintenance Night Inspector.

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 to members of the public. 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 Interim Building Maintenance Night Inspector, or by a lawful order of a court of competent jurisdiction.

PERSONNEL RECORDS

The Interim Building Maintenance Night Inspector 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. The Interim Building Maintenance Night Inspector shall also have the right to submit a written response or rebuttal to such material.

WHEREAS, the Interim Building Maintenance Night Inspector 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 December 15, 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.

Rosario Livera
Interim Building Maintenance Night Inspector

Date: _____

BRICK TOWNSHIP BOARD OF
EDUCATION

Sharon Kight
President

Date: _____

WITNESS

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