

**Employment Contract**  
**for the Community Relations Coordinator**

This Employment Contract is made and entered into on this 21<sup>st</sup> day of June 2012, 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

Dina Silvestri, (hereinafter referred to as the "Community Relations Coordinator")

**WHEREAS**, Board of Education desires to provide the Community Relations Coordinator with a written Employment Contract in order to describe, specifically, the relationship between the Board of Education and the Community Relations Coordinator, 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 Community Relations Coordinator, for the consideration herein specified, agree as follows;

**TERM**

Whereas, the Board, in consideration of the promises herein contained of the Community Relations Coordinator, hereby employs, and the Community Relations Coordinator hereby accepts employment as the Community Relations Coordinator for the Brick Township Board of Education, for a term commencing July 1, 2012 and running through the date of June 30, 2013.

## **DUTIES AND RESPONSIBILITIES**

The duties to be performed by the Community Relations Coordinator 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 Community Relations Coordinator shall devote her time, attention and energy to the business of the school district. However, she may seek additional forms of compensation outside of the district. Such outside 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 Community Relations Coordinator should be consistent with the professional role and responsibility of the Community Relations Coordinator, 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, three days a week, twenty one (21) hours per week, with a daily lunch of one hour (added to work day).

## **COMPENSATION**

During the term of this Employment Contract, including any extensions thereof, the Community Relations Coordinator 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 Community

Relations Coordinator, 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 Community Relations Coordinator 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 Community Relations Coordinator.

- A. Salary: The salary rate shall be paid to the Community Relations Coordinator in accordance with the schedule of salary payments of the Board. The Board shall pay the Community Relations Coordinator an annual salary rate of thirty-four thousand four hundred dollars (\$34,400), for the period of July 1, 2012 through June 30, 2013.
- B. Vacation/Holidays: The Community Relations Coordinator shall be granted ten (10) paid vacation days annually pro-rated and earned at .83 day per month. Vacation must be taken during the current calendar year at such time as permitted or directed by the Superintendent unless 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 Community Relations Coordinator shall not take more than six (6) 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 Community Relations Coordinator's earned and accrued vacation days. In the event the Community Relations Coordinator retires or resigns during the year, vacation days earned shall be pro-rated for that year. In the event of death of the Community Relations Coordinator all accumulated earned and accrued vacation days shall be paid to the estate of the Community Relations Coordinator at the

Community Relations Coordinator's then current per-diem rate of pay. The per-diem rate of pay shall be 1/260<sup>th</sup>. The Community Relations Coordinator shall be entitled to all holidays in the school year that are given to certified staff members. If the Community Relations Coordinator is required to work on a given holiday, she shall be entitled to take another day off during the contract term, without loss of pay.

C. Sick Leave: The Community Relations Coordinator shall be allowed nine days sick leave annually. 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 Community Relations Coordinator 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 Community Relations Coordinator at her 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<sup>th</sup>.

D. Personal Leave: Two (2) 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 Superintendent. Unused personal days will accumulate as sick days at the end of each school year.

E. Bereavement Leave: The Community Relations Coordinator shall be entitled to paid bereavement leave in the event of the death of a member of her immediate family for up to three (3) 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.

- F. Benefits: As long as this is a part-time position, the Board of Education shall not pay the premium of insurance protection for the Community Relations Coordinator and her family, which insurance shall include Point of Service/HMO health care insurance, dental insurance and a prescription plan. The Board shall provide a payroll deduction for voluntary disability insurance with carriers as selected by the Board.
- G. Automobile Use Reimbursement: When automobile use is necessary in the course of District business, the Board shall reimburse the Community Relations Coordinator for all tolls, parking fees and mileage expenses at maximum established by applicable State law as may be amended from time to time.
- H. Membership Dues: The Board shall pay membership dues for the Community Relations Coordinator to organizations approved by the Superintendent not to exceed \$350 per annum.
- I. Expense Reimbursement: If the Community Relations Coordinator pays for legitimate expenses or purchases items needed to serve in her role, she shall be reimbursed following submission of the appropriate expense account form to the Business Administrator. The Community Relations Coordinator shall be entitled to attend conferences and/or workshops related to her responsibilities. All expense reimbursements shall comply with N.J.S.A. 18A:11-12 and applicable Board policies and shall not exceed \$450 per annum.

- J. Deferred Compensation: The Community Relations Coordinator 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 Community Relations Coordinator's employment shall cease, and no salary shall be paid, under any one of the following circumstances:

- a) Mutual agreement of the parties;
- b) Fraudulent misrepresentation by the Community Relations Coordinator of employment history, educational and professional credentials, and criminal background;
- c) Incapacity of the Community Relations Coordinator to perform all the responsibilities of a part-time Community Relations Coordinator;

### **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 Community Relations Coordinator, or by a lawful order of a court of competent jurisdiction.

### **PERSONNEL RECORDS**

The Community Relations Coordinator shall have the right, upon request, to review the contents of her personnel file and to receive copies at Board expense of any documents contained therein. She shall be entitled to have a representative accompany her during such review. At least once



every year, the Community Relations Coordinator shall have the right to indicate those documents or other materials in her file that she believes to be obsolete or otherwise inappropriate to retain. Upon the agreement with the Business Administrator, such documents identified by her shall be destroyed. No material derogatory to the Community Relations Coordinator's conduct, service, character or personality shall be placed in her file unless she has had an opportunity to review the material. The Business Administrator shall acknowledge that the Community Relations Coordinator 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 Community Relations Coordinator shall also have the right to submit a written response or rebuttal to such material.

**WHEREAS**, the Community Relations Coordinator 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 June 21, 2012, 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.

\_\_\_\_\_  
Dina Silvestri  
Community Relations Coordinator

Date: \_\_\_\_\_

**BRICK TOWNSHIP BOARD OF  
EDUCATION**

\_\_\_\_\_  
Sharon Kight  
President

Date: \_\_\_\_\_

**WITNESS**

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