

Employment Contract
for the B.E.S.T. and Kindergarten Wrap Around Coordinator

This Employment Contract is made and entered into on this 21st 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

Ellen Tyndell, (hereinafter referred to as the "B.E.S.T. and Kindergarten Wrap Around Coordinator")

WHEREAS, Board of Education desires to provide the B.E.S.T. and Kindergarten Wrap Around Coordinator with a written Employment Contract in order to describe, specifically, the relationship between the Board of Education and the B.E.S.T. and Kindergarten Wrap Around 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 B.E.S.T. and Kindergarten Wrap Around Coordinator, for the consideration herein specified, agree as follows;

TERM

Whereas, the Board, in consideration of the promises herein contained of the B.E.S.T. and Kindergarten Wrap Around Coordinator, hereby employs, and the B.E.S.T. and Kindergarten Wrap Around Coordinator hereby accepts employment as the B.E.S.T. and Kindergarten Wrap Around 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 B.E.S.T. and Kindergarten Wrap Around 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 B.E.S.T. and Kindergarten Wrap Around 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. All duties assigned to the B.E.S.T. and Kindergarten Wrap Around Coordinator should be consistent with the professional role and responsibility of the B.E.S.T. and Kindergarten Wrap Around 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, 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 7 hour workday.

COMPENSATION

During the term of this Employment Contract, including any extensions thereof, the B.E.S.T. and Kindergarten Wrap Around 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 B.E.S.T. and Kindergarten Wrap Around 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 B.E.S.T. and Kindergarten Wrap Around 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 B.E.S.T. and Kindergarten Wrap Around Coordinator.

- A. Salary: The salary rate shall be paid to the B.E.S.T. and Kindergarten Wrap Around Coordinator in accordance with the schedule of salary payments of the Board. The Board shall pay the B.E.S.T. and Kindergarten Wrap Around Coordinator an annual salary rate of seventy thousand dollars (\$70,000) for the period of July 1, 2012 through June 30, 2013.
- B. Vacation/Holidays: The B.E.S.T. and Kindergarten Wrap Around Coordinator shall be granted fifteen (15) paid vacation days annually pro-rated and earned at 1.25 days 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 B.E.S.T. and Kindergarten Wrap Around Coordinator 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 B.E.S.T. and Kindergarten Wrap Around Coordinator's earned and accrued vacation days. In the event the B.E.S.T. and Kindergarten Wrap Around Coordinator retires or resigns during the year, vacation days earned shall be pro-rated for that year. In the event of death of the B.E.S.T. and Kindergarten Wrap Around Coordinator all accumulated earned and accrued vacation days shall be paid to the estate of the B.E.S.T. and Kindergarten Wrap Around Coordinator at the B.E.S.T. and Kindergarten Wrap Around Coordinator's then current per-diem rate of pay. The per-diem rate of pay shall be 1/260th. The B.E.S.T. and Kindergarten Wrap Around Coordinator shall be entitled to all holidays in the school year that are given to certified staff members. If the B.E.S.T. and Kindergarten Wrap Around 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 B.E.S.T. and Kindergarten Wrap Around Coordinator shall be allowed fifteen (15) 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 B.E.S.T. and Kindergarten Wrap Around 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 B.E.S.T. and Kindergarten Wrap Around Coordinator at her then-current annual salary based upon one day for every two days earned to a maximum reimbursement not to exceed 42 days (days accumulated as of June 30, 2012). The per-diem rate of pay shall be 1/260th.

- 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 Superintendent. 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 B.E.S.T. and Kindergarten Wrap Around Coordinator shall be entitled to paid bereavement leave in the event of the death of a member of her 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.
- F. Benefits: The Board of Education shall pay the premium of insurance protection for the B.E.S.T. and Kindergarten Wrap Around Coordinator and her 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 B.E.S.T. and Kindergarten Wrap Around Coordinator 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. The B.E.S.T. and Kindergarten Wrap Around Coordinator 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 B.E.S.T. and Kindergarten Wrap Around Coordinator 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 B.E.S.T. and Kindergarten Wrap Around Coordinator 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 B.E.S.T. and Kindergarten Wrap Around Coordinator's last day on the payroll. The coverage shall immediately be terminated unless the B.E.S.T. and Kindergarten Wrap Around Coordinator has arranged

prior thereto for its continuation consistent with her rights, if any, under law. If the B.E.S.T. and Kindergarten Wrap Around Coordinator elects to participate in the insurance protection offered he shall contribute toward the cost of 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) will be as provided for prior to moving to the State Health Benefits plan.

- G. Automobile Use Reimbursement: When automobile use is necessary in the course of District business, the Board shall reimburse the B.E.S.T. and Kindergarten Wrap Around 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 B.E.S.T. and Kindergarten Wrap Around Coordinator to organizations approved by the Superintendent not to exceed \$500 per annum.
- I. Expense Reimbursement: If the B.E.S.T. and Kindergarten Wrap Around 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 B.E.S.T. and Kindergarten Wrap Around 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 \$750 per annum.
- J. Deferred Compensation: The B.E.S.T. and Kindergarten Wrap Around 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 B.E.S.T. and Kindergarten Wrap Around 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) 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 B.E.S.T. and Kindergarten Wrap Around Coordinator of employment history, educational and professional credentials, and criminal background;
- d) Incapacity of the B.E.S.T. and Kindergarten Wrap Around Coordinator to perform all the responsibilities of a full-time B.E.S.T. and Kindergarten Wrap Around 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 B.E.S.T. and Kindergarten Wrap Around Coordinator, or by a lawful order of a court of competent jurisdiction.

PERSONNEL RECORDS

The B.E.S.T. and Kindergarten Wrap Around 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 B.E.S.T. and Kindergarten Wrap Around 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 B.E.S.T. and Kindergarten Wrap Around 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 B.E.S.T. and Kindergarten Wrap Around 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 B.E.S.T. and Kindergarten Wrap Around Coordinator shall also have the right to submit a written response or rebuttal to such material.

WHEREAS, the B.E.S.T. and Kindergarten Wrap Around 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.

Ellen Tyndell
B.E.S.T. and Kindergarten Wrap Around Coordinator

Date: _____

BRICK TOWNSHIP BOARD OF
EDUCATION

Sharon Kight
President

Date: _____

WITNESS

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