

Employment Contract
for the Confidential Secretary to the Business Administrator

This Employment Contract is made and entered into on this 27th day of June 2013, 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

Mary Carey, (hereinafter referred to as the "Confidential Secretary to the Business Administrator")

WHEREAS, Board of Education desires to provide the Confidential Secretary to the Business Administrator with a written Employment Contract in order to describe, specifically, the relationship between the Board of Education and the Confidential Secretary to the Business Administrator, 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 Confidential Secretary to the Business Administrator, for the consideration herein specified, agree as follows;

TERM

Whereas, the Board, in consideration of the promises herein contained of the Confidential Secretary to the Business Administrator, hereby employs, and the Confidential Secretary to the Business Administrator hereby accepts employment as the Confidential Secretary to the Business Administrator for the Brick Township Board of Education, for a term commencing July 1, 2013 and running through the date of June 30, 2014.

DUTIES AND RESPONSIBILITIES

The duties to be performed by the Confidential Secretary to the Business Administrator 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 Confidential Secretary to the Business Administrator shall devote her time, attention and energy to the business of the school district. All duties assigned to the Confidential Secretary to the Business Administrator should be consistent with the professional role and responsibility of the Confidential Secretary to the Business Administrator, 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.

It is the expectation of the Board that the Confidential Secretary to the Business Administrator will attend all regular meetings of the Board of Education for the purpose of roll call and minutes.

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). 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 eight (8.5) hours per day, with a daily lunch of one half (1/2) hour. The summer time workweek shall be four (4) days per week. Sick, Vacation, and Personal days utilized during this period will be charged as 1 day, or in other words eight (8.5) hours of sick, vacation or personal time for every 8.5 hour workday.

COMPENSATION

During the term of this Employment Contract, including any extensions thereof, the Confidential Secretary to the Business Administrator 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 Confidential Secretary to the Business Administrator, 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 Confidential Secretary to the Business Administrator 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 Confidential Secretary to the Business Administrator.

- A. Salary: The salary rate shall be paid to the Confidential Secretary to the Business Administrator in accordance with the schedule of salary payments of the Board. The Board shall pay the Confidential Secretary to the Business Administrator an annual salary rate of Sixty Six Thousand (\$66,000), for the period of July 1, 2013 through June 30, 2014.
- B. Cell Phone: The Confidential Secretary to the Business Administrator at her own cost and expense shall be required to have and maintain a cellular telephone for business purposes.

C. Vacation/Holidays: The Confidential Secretary to the Business Administrator shall be granted 20 paid vacation days annually pro-rated and earned at 1.66 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 Confidential Secretary to the Business Administrator shall not take more than ten (10) working days, as vacation days, in a row without prior approval of the Business Administrator. The Business Administrator's office shall be responsible for maintaining written documentation of the Confidential Secretary to the Business Administrator earned and accrued vacation days. In the event the Confidential Secretary to the Business Administrator retires or resigns during the year, vacation days earned shall be pro-rated for that year. In the event of death of the Confidential Secretary to the Business Administrator all accumulated earned and accrued vacation days shall be paid to the estate of the Confidential Secretary to the Business Administrator at the Confidential Secretary to the Business Administrator then current per-diem rate of pay. The per-diem rate of pay shall be 1/260th. The Confidential Secretary to the Business Administrator shall be entitled to all holidays in the school year that are given to certified staff members. If the Confidential Secretary to the Business Administrator 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.

D. Sick Leave: The Confidential Secretary to the Business Administrator shall be allowed Fifteen (15) days sick leave annually. Upon retirement from service with the Brick Township School District, the Board will pay the Confidential Secretary, all unused, accrued sick leave time in the district at an amount not to exceed (\$4,823.00 the amount

accrued as of 6/30/12). Additional sick time will accumulate for use in time of need without any additional pay out other than the amount listed above as of 6/30/12.

- E. 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 Confidential Secretary to the Business Administrator. Unused personal days will accumulate as sick days at the end of each school year.
- F. Bereavement Leave: Confidential Secretary to the Business Administrator 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 Confidential Secretary to the Business Administrator 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 Confidential Secretary to the Business Administrator 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 Confidential Secretary to the Business Administrator 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 Confidential Secretary to the Business Administrator as follows:

Health Care Insurance \$3,000

Dental Insurance \$500

Prescription Plan \$1,000

Waiver of health care insurance coverage will require proof of health care insurance elsewhere. If the Confidential Secretary to the Business Administrator 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 Confidential Secretary to the Business Administrator last day on the payroll. The coverage shall immediately be terminated unless the Confidential Secretary to the Business Administrator has arranged prior thereto for its continuation consistent with her rights, if any, under law. If the Confidential Secretary to the Business Administrator elects to participate in any of the insurance protections (medical, prescription or dental) offered she 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 Confidential Secretary to the Business Administrator 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 Confidential Secretary to the Business Administrator 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 Confidential Secretary to the Business Administrator pays for legitimate expenses or purchases items needed for the District, she shall be reimbursed following submission of the appropriate expense account form to the Business Administrator. The Confidential Secretary to the Business Administrator shall be entitled to attend conferences and/or workshops related to her 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 Confidential Secretary to the Business Administrator 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 Confidential Secretary to the Business Administrator 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 Confidential Secretary to the Business Administrator of employment history, educational and professional credentials, and criminal background;
- d) Incapacity of the Confidential Secretary to the Business Administrator to perform all the responsibilities of a full-time Confidential Secretary to the Business Administrator.

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 Confidential Secretary to the Business Administrator, or by a lawful order of a court of competent jurisdiction.

PERSONNEL RECORDS

The Confidential Secretary to the Business Administrator 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. He shall be entitled to have a representative accompany him

during such review. The Confidential Secretary to the Business Administrator shall also have the right to submit a written response or rebuttal to such material.

WHEREAS, the Confidential Secretary to the Business Administrator 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 27, 2013, 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.

Mary Carey,
Confidential Secretary to the Business Administrator

Date: _____

BRICK TOWNSHIP BOARD OF
EDUCATION

Sharon Cantillo
President

Date: _____

WITNESS

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