

Employment Contract
for the Assistant Director of Facilities

This Employment Contract is made and entered into on this 16th day of February 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

Rosario Livera, (hereinafter referred to as the "Assistant Director of Facilities")

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

TERM

Whereas, the Board, in consideration of the promises herein contained of the Assistant Director of Facilities, hereby employs, and the Assistant Director of Facilities hereby accepts employment as the Assistant Director of Facilities for the Brick Township Board of Education, for a term commencing February 21, 2012 and running through the date of June 30, 2012.

DUTIES AND RESPONSIBILITIES

The duties to be performed by the Assistant Director of Facilities 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 Assistant Director of Facilities shall devote his time, attention and energy to the business of the school district. All duties assigned to the Assistant Director of Facilities should be consistent with the professional role and responsibility of the Assistant Director of Facilities, 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). 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 ten and one half (10.5) hours per day, with a daily lunch of one hour (included in work day). The summer time workweek shall be four (4) days per week, consistent with the twelve month buildings and grounds staff. Sick, Vacation, and Personal days utilized during this period will be charged as 1.25 days, or in other words ten (10) hours of sick, vacation or personal time for every 10 hour workday.

COMPENSATION

During the term of this Employment Contract, including any extensions thereof, the Assistant Director of Facilities 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 Assistant Director of Facilities, 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 Assistant Director of Facilities 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 Assistant Director of Facilities.

- A. Salary: The salary rate shall be paid to the Assistant Director of Facilities in accordance with the schedule of salary payments of the Board. The Board shall pay the Assistant Director of Facilities an annual salary rate of sixty five thousand dollars (\$65,000), for the period of February 21, 2012 through June 30, 2012, prorated.
- B. Cell Phone: The Assistant Director of Facilities at his own cost and expense, shall be required to have and maintain a cellular telephone for business purposes.
- C. Vacation/Holidays: The Assistant Director of Facilities 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/Board Secretary. The Assistant Director of Facilities shall not take more than ten (10) working days, as vacation days, in a row without prior approval of the Business Administrator/Board Secretary. The Business

Administrator's office shall be responsible for maintaining written documentation of the Assistant Director of Facilities earned and accrued vacation days. In the event the Assistant Director of Facilities retires or resigns during the year, vacation days earned shall be pro-rated for that year. In the event of death of the Assistant Director of Facilities all accumulated earned and accrued vacation days shall be paid to the estate of the Assistant Director of Facilities at the Assistant Director of Facilities then current per-diem rate of pay. The per-diem rate of pay shall be 1/260th. The Assistant Director of Facilities shall be entitled to sixteen (16) holidays in the school year. If the Assistant Director of Facilities 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 Assistant Director of Facilities shall be allowed twelve (12) days sick leave annually. 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 Assistant Director of Facilities shall not be entitled to compensation for accumulated or accrued sick days.
- 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 Director of Facilities. Unused personal days will accumulate as sick days at the end of each school year.
- F. Bereavement Leave: Assistant Director of Facilities 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 Assistant Director of Facilities 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 Assistant Director of Facilities 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 Assistant Director of Facilities last day on the payroll. The coverage shall immediately be terminated unless the Assistant Director of Facilities has arranged prior thereto for its continuation consistent with his rights, if any, under law. If the Assistant Director of Facilities 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 Assistant Director of Facilities 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 Assistant Director of Facilities 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 Assistant Director of Facilities 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 Assistant Director of Facilities 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 Assistant Director of Facilities 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 Assistant Director of Facilities 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 Assistant Director of Facilities of employment history, educational and professional credentials, and criminal background;
- d) Incapacity of the Assistant Director of Facilities to perform all the responsibilities of a full-time Assistant Director of Facilities.

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 Assistant Director of Facilities, or by a lawful order of a court of competent jurisdiction.

PERSONNEL RECORDS

The Assistant Director of Facilities 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 Assistant Director of Facilities shall also have the right to submit a written response or rebuttal to such material.

WHEREAS, the Assistant Director of Facilities 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 February 16, 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.

Rosario Livera
Assistant Director of Facilities

Date: _____

**BRICK TOWNSHIP BOARD OF
EDUCATION**

Sharon Kight
President

Date: _____

WITNESS

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