

**Employment Contract**  
**for the Assistant Superintendent**

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

Walter J. Hrycenko, (hereinafter referred to as the "Assistant Superintendent")

**WHEREAS**, Board of Education desires to provide the Assistant Superintendent with a written Employment Contract in order to enhance administrative stability and continuity, and

**WHEREAS**, the Board and the Assistant Superintendent believe that a written Employment Contract is necessary to describe, specifically, the relationship between the Board of Education and the Assistant Superintendent, and to serve as the basis of effective communication between them as they fulfill their respective governance and administrative functions in the operation of the Brick Township Public Schools,

**NOW, THEREFORE**, the Board and the Assistant Superintendent, for the consideration herein specified, agree as follows;

**TERM**

Whereas, the Board, in consideration of the promises herein contained of the Assistant Superintendent, hereby employs, and the Assistant Superintendent hereby accepts employment as the Assistant Superintendent 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 Assistant Superintendent 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 or Chief School Administrator (CSA) may from time-to-time require.

The Assistant Superintendent shall devote his time, attention and energy to the business of the school district. However, he 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 Assistant Superintendent should be consistent with the professional role and responsibility of the Assistant Superintendent, 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.

## COMPENSATION

During the term of this Employment Contract, including any extensions thereof, the Assistant Superintendent 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 and shall require Executive County Superintendent review and approval. Any additional compensation that the Board agrees to give to the Assistant Superintendent, 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 Superintendent 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 Superintendent.

- A. Salary: The salary rate shall be paid to the Assistant Superintendent in accordance with the schedule of salary payments in effect for other certified employees employed by the Brick Township Board of Education. The Board shall pay the Assistant Superintendent an annual salary rate of one hundred sixty thousand dollars (\$160,000) for the period of July 1, 2012 through the date of June 30, 2013.
- B. Vacation/Holidays: The Assistant Superintendent shall be granted twenty-seven (27) paid vacation days annually pro-rated and earned at 2.25 days per month. The Assistant Superintendent may carry up to twenty-seven (27) unused vacation days from one year to the next with a total maximum unused vacation days not to exceed fifty-four (54). The Assistant Superintendent shall be permitted to take vacation days at any time by notifying the Chief School Administrator. The Assistant Superintendent shall not take more than

ten (10) working days, as vacation days, in a row without prior approval of the Board of Education. The Chief School Administrator's office shall be responsible for maintaining written documentation of the Assistant Superintendent's earned and accrued vacation days. In the event the Assistant Superintendent retires or resigns during the year, vacation days earned shall be pro-rated for that year. Upon separation from employment, the Board shall pay the Assistant Superintendent for his unused vacation days at the per diem rate of his final annual salary. Any such payment shall occur within thirty (30) days of his last day of employment. In the event of death of the Assistant Superintendent all accumulated earned and accrued vacation days shall be paid to the estate of the Assistant Superintendent at the Assistant Superintendent's then current per-diem rate of pay. The per-diem rate of pay shall be 1/260. The Assistant Superintendent shall be entitled to all holidays in the school year that are given to any other certified staff members. If the Assistant Superintendent 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.

C. Sick Leave: The Assistant Superintendent 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 his retirement from service with the Brick Township School District, the Board will pay the Assistant Superintendent 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 Assistant Superintendent at his then-current annual salary based upon one day for every two days earned to a maximum reimbursement not to exceed 181.5 days (days accumulated as of June 30, 2012), subject to a maximum payment of \$15,000. Except as otherwise provided herein, the per-diem rate of pay shall be 1/260. Any

payment hereunder shall be made within thirty (30) days of the Assistant Superintendent's last day of employment.

D. Bereavement Leave: The Assistant Superintendent shall be entitled to paid bereavement leave in the event of the death of a member of his immediate family for up to five (5) 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.

E. Benefits: Subject to the Assistant Superintendent's contribution towards health care coverage via payroll deduction in accordance with P.L. 2011, ch. 78, the Board of Education shall pay the premium of insurance protection for the Assistant Superintendent 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 Superintendent 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 or better than the dental insurance in effect as of

June 30, 2009. The Assistant Superintendent 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 Assistant Superintendent 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 Assistant Superintendent 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. Upon the permanent separation from employment, the Board's health-care plans shall cease immediately following the Assistant Superintendent's last day on the payroll. The coverage shall immediately be terminated unless the Assistant Superintendent has arranged prior thereto for its continuation consistent with his rights, if any, under law. If the Assistant Superintendent 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 School Employees' Health Benefits Plan ("SEHBP"), coverage's provided (health care, dental and prescription plan) will be as provided for prior to moving to the SEHBP.

- F. Disability Income-Protection Insurance: The Board shall not provide any disability income protection insurance for the Assistant Superintendent. The Board shall provide a payroll deduction for voluntary disability insurance with carriers as selected by the Board.

- G. Membership Dues: The Board shall pay the Assistant Superintendent's membership dues to OCASA, NJASA, AASA and ASCD.
- H. Automobile Use Reimbursement: When automobile use is necessary in the course of District business, the Board shall reimburse the Assistant Superintendent for all tolls, parking fees and mileage expenses at maximum established by applicable State law as may be amended from time to time.
- I. Tuition Reimbursement: The Board shall reimburse the Assistant Superintendent for registration fees, tuition expenses, and textbooks for graduate school coursework or a doctoral program related to his current position up to three thousand five hundred (\$3,500) per year. All courses to be taken must be provided by regionally accredited institution of higher education pursuant to provisions of New Jersey education regulations, in order to be eligible for reimbursement.
- J. Expense Reimbursement: If the Assistant Superintendent pays for legitimate expenses or purchases items needed to serve in his role, he shall be reimbursed following submission of the appropriate expense account form to the Chief School Administrator. The Assistant Superintendent shall be entitled to attend the AASA conference or ASCD conference and the NJASA conference annually. Other conferences and/or workshops related to his responsibilities may be considered with approval of the Board. All expense reimbursements shall comply with N.J.S.A. 18A:11-12 and applicable Board policies.
- K. Cellular Telephone: The Board shall not provide a cellular phone to the Assistant Superintendent.



- L. Deferred Compensation: The Assistant Superintendent 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.

## **INDEMNIFICATION**

The Board shall defend, hold harmless and indemnify the Assistant Superintendent from any and all demands, claims, suits, actions and legal proceedings of any kind brought against the Assistant Superintendent in his capacity as an agent or employee of the Board. If, in the good faith opinion of the Assistant Superintendent, a conflict exists in regard to the defense of any claim, demand or action brought against the Assistant Superintendent, and the position of the Board of Education in relation thereto, the Assistant Superintendent shall select his own counsel and the Board shall indemnify him or his reasonable attorneys' fees.

## **TERMINATION OF EMPLOYMENT CONTRACT**

This Contract shall terminate, the Assistant Superintendent's employment shall cease, and no salary shall be paid thereafter, under any one of the following circumstances:

- a) Failure of the Assistant Superintendent to possess/obtain proper certification;
- b) Revocation or suspension of the Assistant Superintendent's certificate;
- c) Mutual agreement of the parties;
- d) Resignation by the Assistant Superintendent by giving sixty (60) calendar days advance written notice;
- e) Fraudulent misrepresentation by the Assistant Superintendent of employment history, educational and professional credentials, and criminal background;

- f) Incapacity of the Assistant Superintendent to perform all the responsibilities of a full-time Assistant Superintendent;

### **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, case law interpreting that Act, and Executive Orders 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 Assistant Superintendent, or by a lawful order of a court of competent jurisdiction.

## **PERSONNEL RECORDS**

The Assistant Superintendent 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. At least once every year, the Assistant Superintendent shall have the right to indicate those documents or other materials in his file that he believes to be obsolete or otherwise inappropriate to retain. Upon the agreement with the Chief School Administrator, such documents identified by his shall be destroyed. No material derogatory to the Assistant Superintendent's conduct, service, character or personality shall be placed in his file unless he has had an opportunity to review the material. The Chief School Administrator shall acknowledge that the Assistant Superintendent 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 Assistant Superintendent shall also have the right to submit a written response or rebuttal to such material.

**WHEREAS**, the Assistant Superintendent 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.

\_\_\_\_\_  
Walter J. Hrycenko  
Assistant Superintendent

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

**BRICK TOWNSHIP BOARD OF  
EDUCATION**

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

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

**WITNESS**

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