

Employment Contract
for the Accountant/Accounts Receivable Specialist

This Employment Contract is made and entered into on this 26th day of September 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

Nichole Byrne, (hereinafter referred to as the "Accountant/Accounts Receivable Specialist")

WHEREAS, Board of Education desires to provide the Accountant/Accounts Receivable Specialist with a written Employment Contract in order to describe, specifically, the relationship between the Board of Education and the Accountant/Accounts Receivable Specialist, 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 Accountant/Accounts Receivable Specialist, for the consideration herein specified, agree as follows;

TERM

Whereas, the Board, in consideration of the promises herein contained of the Accountant/Accounts Receivable Specialist, hereby employs, and the Accountant/Accounts Receivable Specialist hereby accepts employment as the Accountant/Accounts Receivable Specialist for the Brick Township Board of Education, for a term commencing September 27, 2013 and running through the date of June 30, 2014.

DUTIES AND RESPONSIBILITIES

The duties to be performed by the Accountant/Accounts Receivable Specialist 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 Accountant/Accounts Receivable Specialist 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 Accountant/Accounts Receivable Specialist should be consistent with the professional role and responsibility of the Accountant/Accounts Receivable Specialist, 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 nine (9) hours per day, plus a one half (1/2) hour lunch period included in the workday. The summer time workweek shall be four (4) days per week, Monday through Thursday. Sick and Vacation days utilized during this period will be charged as 1 day.

COMPENSATION

During the term of this Employment Contract, including any extensions thereof, the Accountant/Accounts Receivable Specialist 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 Accountant/Accounts Receivable Specialist, 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 Accountant/Accounts Receivable Specialist 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 Accountant/Accounts Receivable Specialist.

- A. Salary: The salary rate shall be paid to the Accountant/Accounts Receivable Specialist in accordance with the schedule of salary payments of the Board. The Board shall pay the Accountant/Accounts Receivable Specialist a salary of forty nine thousand five hundred dollars (\$49,500) pro-rated for the period of September 27, 2013 through June 30, 2014 equating to thirty seven thousand three hundred fifteen dollars (\$37,315).
- B. Vacation/Holidays: The Accountant/Accounts Receivable Specialist shall be granted ten (10) paid vacation days annually, pro-rated for the period of September 27, 2013 through June 30, 2014 equating to seven and one half days (7.5). Earned at a rate of .83 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 and 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 Human Resources office shall be responsible for maintaining written documentation of the Accountant/Accounts Receivable Specialist's earned and accrued vacation days. In the event the Accountant/Accounts Receivable Specialist retires or resigns during the year, vacation days earned shall be pro-rated for that year. In the event of death of the Accountant/Accounts Receivable Specialist all accumulated earned and accrued vacation days shall be paid to the estate of the Accountant/Accounts Receivable Specialist at the Accountant/Accounts Receivable Specialist's then current per-diem rate of pay. The per-diem rate of pay shall be 1/260th. The Accountant/Accounts Receivable Specialist shall be entitled to all holidays in the school year that are given to certified staff members. If the Accountant/Accounts Receivable Specialist 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 Accountant/Accounts Receivable Specialist shall be allowed twelve (12) days sick leave annually, pro-rated for the period of September 27, 2013 through June 30, 2014 equating to nine days (9). 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 not pay the Accountant/Accounts Receivable Specialist for unused, accrued sick leave time in the district.

D. Bereavement Leave: The Accountant/Accounts Receivable Specialist shall be entitled to paid bereavement leave in the event of a death and may be allowed a maximum of four

(4) days in one year with pay for each immediate family member. The board will not deduct such days from personal days. The immediate family shall be defined as : spouse, or civil union partner,, parent, child, sister, brother, sister-in –law, brother-in-law, grandparent, grandchild, and step parent. In case of a death of a relative, of the second degree (aunt, uncle, nephew, niece, and first cousin) absence of one (1) full day with pay will be granted.

E. Benefits: The Board of Education shall pay the premium for single only insurance protection for the Accountant/Accounts Receivable Specialist, which insurance shall include Board provided health care insurance, dental insurance and a prescription plan. The Accountant/Accounts Receivable Specialist shall have the ability to purchase additional insurance benefits for family members by paying the premium difference between the coverage selected and the single coverage cost. 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 Accountant/Accounts Receivable Specialist 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 Accountant/Accounts Receivable Specialist 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

Accountant/Accounts Receivable Specialist as follows or as allowed in accordance with state law:

Medical Insurance \$1,250

Dental Insurance \$250

Prescription Plan \$500

Waiver of health care insurance coverage will require proof of health care insurance elsewhere. If the Accountant/Accounts Receivable Specialist 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 Accountant/Accounts Receivable Specialist's last day on the payroll. The coverage shall immediately be terminated unless the Accountant/Accounts Receivable Specialist has arranged prior thereto for its continuation consistent with his/her rights, if any, under law. If the Accountant/Accounts Receivable Specialist 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 (medical, dental and prescription plan) shall be consistent with the coverage's provided to other employees of the Board.

- F. Automobile Use Reimbursement: When automobile use is necessary out of district in the course of District business, the Board shall reimburse the Accountant/Accounts Receivable Specialist for all tolls, parking fees and mileage expenses at maximum as established by applicable State law as may be amended from time to time.

- G. Expense Reimbursement: If the Accountant/Accounts Receivable Specialist pays for legitimate expenses or purchases items needed to serve in his/her role, he/she may be reimbursed following submission to the Superintendent for his approval. The Accountant/Accounts Receivable Specialist may be entitled to attend conferences and/or workshops related to her responsibilities with prior approval of the Superintendent. All expense reimbursements shall comply with N.J.S.A. 18A:11-12 and applicable Board policies and shall not exceed \$750 per annum.
- H. Deferred Compensation: The Accountant/Accounts Receivable Specialist 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 Accountant/Accounts Receivable Specialist'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 Accountant/Accounts Receivable Specialist of employment history, educational and professional credentials, and criminal background;
- d) Incapacity of the Accountant/Accounts Receivable Specialist to perform all the responsibilities of a full-time Accountant/Accounts Receivable Specialist;

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 Accountant/Accounts Receivable Specialist, or by a lawful order of a court of competent jurisdiction.

PERSONNEL RECORDS

The Accountant/Accounts Receivable Specialist shall have the right, upon request, to review the contents of his/her personnel file and to receive copies at Board expense of any documents contained therein. He/She shall be entitled to have a representative accompany her during such review. No material derogatory to the Accountant/Accounts Receivable Specialist's conduct, service, character or personality shall be placed in her file unless she has had an opportunity to review the material. The Human Resources Manager shall acknowledge that the Accountant/Accounts Receivable Specialist has had the opportunity to review such material by affixing her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The Accountant/Accounts Receivable Specialist shall also have the right to submit a written response or rebuttal to such material.

WHEREAS, the Accountant/Accounts Receivable Specialist 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 September 26, 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.

Nichole Byrne
Accountant/Accounts Receivable Specialist

Date: _____

**BRICK TOWNSHIP BOARD OF
EDUCATION**

Sharon Cantillo
President

Date: _____

WITNESS

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