

**Employment Contract**  
**for the Co-Manager of Information Technology**

This Employment Contract is made and entered into agreement on June 25, 2015, 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

James Baio, (hereinafter referred to as the "Co-Manager of Information Technology")

**WHEREAS**, Board of Education desires to provide the Co-Manager of Information Technology with a written Employment Contract in order to describe, specifically, the relationship between the Board of Education and the Co-Manager of Information Technology, 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 Co-Manager of Information Technology, for the consideration herein specified, agree as follows;

**TERM**

Whereas, the Board, in consideration of the promises herein contained of the Co-Manager of Information Technology, hereby employs, and the Co-Manager of Information Technology hereby accepts employment as the Co-Manager of Information Technology for the Brick Township Board of Education, for a term commencing July 1, 2015 and running through the date of June 30, 2016.

## **DUTIES AND RESPONSIBILITIES**

The duties to be performed by the Co-Manager of Information Technology shall be as set forth per the Board of Education and 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 Co-Manager of Information Technology shall devote his time, attention and energy to the business of the school district. All duties assigned to the Co-Manager of Information Technology should be consistent with the professional role and responsibility of the Co-Manager of Information Technology, 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, with a daily lunch of one hour (included in the 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 and one half (8.5) hours per day, Monday through Thursday, with a daily lunch of one half hour (included in the work day).

## **COMPENSATION**

The Co-Manager of Information Technology 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 Co-Manager of Information Technology, 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 Co- Manager of Information Technology 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 Superintendent.

- A. Salary: The salary rate shall be paid to the Co-Manager of Information Technology in accordance with the schedule of salary payments of the Board. The Board shall pay the Co-Manager of Information Technology an annual salary rate of one hundred and twenty seven thousand five hundred dollars (\$127,500.00) for the period of July 1, 2015 through June 30, 2016.
- B. Cell Phone: The Co-Manager of Information Technology, at his own cost and expense, shall be required to have and maintain a cellular telephone for business purposes.
- C. Vacation/Holidays: The Co-Manager of Information Technology shall be granted fifteen (15) paid vacation days annually. A maximum of ten (10) unused vacation days may be carried over from one year to the next with prior approval from the Superintendent. The Co-Manager of Information Technology shall not take vacation days, without prior approval of the Superintendent. The Human Resources office shall be responsible for maintaining written documentation of the Co-Manager of Information Technology's earned and accrued vacation days. In the event the Co-Manager of Information Technology retires or resigns during the year, vacation days earned shall be pro-rated for that year. In the event of death of the Co-Manager of Information Technology all accumulated earned and accrued vacation days shall be paid to the estate of the Co-Manager of Information Technology at the then current per-diem rate of pay. The per-diem rate of pay shall be 1/260<sup>th</sup>. The Co-Manager of Information Technology shall be entitled to all holidays in the school calendar. If the Co-Manager of Information Technology is required to work on a given holiday, he/she

shall be entitled to take another day off during the contract term, without loss of pay.

During summer hours vacation days utilized will be charged as one day.

- D. Sick Leave: The Co-Manager of Information Technology shall be allowed twelve (12) sick days 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 not pay the Co-Manager of Information Technology for unused, accrued sick time in the district. During summer hours sick days utilized will be charged as one day.
- E. Personal Leave: The Co-Manager of Information Technology shall be allowed three (3) personal leave days annually, with any unused portion at the end of any year, being converted to sick days.
- F. Bereavement Leave: The Co-Manager of Information Technology 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 step child, a sister, a brother, a brother in-law, a sister in-law, mother-in-law, father-in-law, a grandparent, grandchild. 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 Co-Manager of Information Technology and his family, which insurance shall include health care insurance, dental insurance and a prescription plan. The employee electing coverage, will contribute in accordance with the same guidelines set forth in the BTEA contract toward the cost of the insurance protection elected. The contribution shall be withheld from the respective employee's paycheck on a prorated basis. The Board reserves the right to select the insurance carrier(s). All insurance plans mentioned in this Article shall be continued by the Board while the Co-Manager of Information Technology is utilizing FMLA/NJFLA. The prescription plan provided by the Board shall be a co-pay prescription plan, equal to the guidelines set forth in the BTEA contract.

The Board shall provide a payroll deduction for voluntary disability insurance with carriers as selected by the Board. Upon Co-Manager of Information Technology's permanent separation from employment, coverage under the Board's health-care plans shall cease on the last day of the month in which Co-Manager of Information Technology's permanent separation occurred. If the Co-Manager of Information Technology\_ elects to participate in COBRA he/she shall contribute toward the cost of the insurance as dictated by State law. If the Board elects to move out of the Horizon Blue Cross/Blue Shield Health Benefits Plan, the coverage's provided (health care, dental and prescription plan) shall be consistent with the coverage's provided in the BTEA's contract.

- H. Membership Dues: The Board shall pay the Co-Manager of Information Technology dues for membership in one organization with the approval of the Superintendent and pursuant to applicable state laws.
- I. Automobile Use Reimbursement: When automobile use is necessary only for travel outside of the District on District business, the Board shall reimburse the Co-Manager of Information Technology for all tolls, parking fees and mileage expenses at the rates established by applicable State law as may be amended from time to time.
- J. Conferences/Workshops: The Co-Manager of Information Technology shall be entitled to attend conferences and/or workshops related to his/her responsibilities with the recommendation of the Superintendent and prior approval of the Board. All expense reimbursements shall comply with N.J.S.A. 18A:11-12 and applicable Board policies.
- K. Deferred Compensation: The Co-Manager of Information Technology 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 Co-Manager of Information Technology 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 Co-Manager of Information Technology of employment history, educational and professional credentials, or criminal background;
- d) Incapacity of the Co-Manager of Information Technology to perform all the responsibilities of a full-time Co-Manager of Information Technology.

### **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 Co-Manager of Information Technology, or by a lawful order of a court of competent jurisdiction.

### **PERSONNEL RECORDS**

The Co-Manager of Information Technology shall have the right, upon request, to review the contents of his/her personnel file and to receive copies at the expense of the employee any documents contained therein. He shall be entitled to have a representative accompany him during such review. No derogatory documents will be placed in the employees file without prior notice and knowledge of the employee. The Co-Manager of Information Technology shall also have the right to submit a written response or rebuttal to such material.

**WHEREAS**, the Co-Manager of Information Technology has approved of the terms and conditions of this Employment Contract; and,

**IN WITNESS WHEREOF**, the parties have set their hands and seals to this Employment

Contract effective on the 25<sup>th</sup> day of June and in the year 2015 as first above written.

\_\_\_\_\_  
James Baio  
Co-Manager of Information Technology  
Date: \_\_\_\_\_

**BRICK TOWNSHIP BOARD  
OF EDUCATION**

\_\_\_\_\_  
Sharon Cantillo  
President

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

**WITNESS**

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