

Employment Contract
for the Facilities Manager

This Employment Contract is made and entered into agreement on this 25th day of June 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

Tom Liming, (hereinafter referred to as the "Facilities Manager")

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

TERM

Whereas, the Board, in consideration of the promises herein contained of the Facilities Manager, hereby employs, and the Facilities Manager hereby accepts employment as the Facilities Manager 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 Facilities Manager shall be as set forth by 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 Facilities Manager shall devote his time, attention and energy to the business of the school district. All duties assigned to the Facilities Manager should be consistent with the professional role and responsibility of the Facilities Manager, 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 Facilities Manager 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 Facilities Manager, 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 Facilities Manager 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 Facilities Manager in accordance with the schedule of salary payments of the Board. The Board shall pay the Facilities Manager an annual salary rate of ninety-five thousand dollars (\$95,000.00) for the period of July 1, 2015 through June 30, 2016.
- B. Cell Phone: The Facilities Manager, at his own cost and expense, shall be required to have and maintain a cellular telephone for business purposes.
- C. Vacation/Holidays: The Facilities Manager 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 Facilities Manager shall not take vacation days, without prior approval of the Superintendent. The Human Resources office shall be responsible for maintaining written documentation of the Facilities Manager's earned and accrued vacation days. In the event the Facilities Manager retires or resigns during the year, vacation days earned shall be pro-rated for that year. In the event of death of the Facilities Manager all accumulated earned and accrued vacation days

shall be paid to the estate of the Facilities Manager at the then current per-diem rate of pay. The per-diem rate of pay shall be 1/260th. The Facilities Manager shall be entitled to 16 holidays in the school calendar. If the Facilities Manager 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. During summer hours vacation days utilized will be charged as one day.

D. Sick Leave: The Facilities Manager 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 Facilities Manager for unused, accrued sick leave time in the district. During summer hours sick days utilized will be charged as one day.

E. Personal Leave: The Facilities Manager 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 Facilities Manager 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 Facilities Manager & 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 as 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 Facilities Manager 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 Facilities Manager's permanent separation from employment, coverage under the Board's health-care plans shall cease on the last day of the month in which Facilities Manager's permanent separation occurred. If the Facilities Manager elects to participate in COBRA he 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, 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 Facilities Manager membership dues up to two hundred and fifty dollars (\$250.00) annually 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 Facilities Manager 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 Facilities Manager 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 Facilities Manager 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 Facilities Manager 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 Facilities Manager of employment history, educational and professional credentials, or criminal background;
- d) Incapacity of the Facilities Manager to perform all the responsibilities of a full-time Facilities Manager.

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

PERSONNEL RECORDS

The Facilities Manager shall have the right, upon request, to review the contents of his 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 Facilities Manager shall also have the right to submit a written response or rebuttal to such material.

WHEREAS, the Facilities Manager 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 25th day of June and in the year 2015 as first above written.

Tom Liming
Facilities Manager
Date: _____

**BRICK TOWNSHIP BOARD OF
EDUCATION**

Sharon Cantillo
President

Date: _____

WITNESS

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