

**Employment Contract for the
District Testing Coordinator/Data Analyst**

This Employment Contract is made and entered into on June 15, 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

Susan McNamara, (hereinafter referred to as the ("District Testing Coordinator/Data Analyst"))

WHEREAS, Board of Education desires to provide the District Testing Coordinator/Data Analyst with a written Employment Contract in order to enhance administrative stability and continuity in its business operations, and

WHEREAS, the Board and the District Testing Coordinator/Data Analyst believe that a written Employment Contract is necessary to describe, specifically, the relationship between the Board of Education and the District Testing Coordinator/Data Analyst, 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 District Testing Coordinator/Data Analyst, for the consideration herein specified, agree as follows;

TERM

Whereas, the Board, in consideration of the promises herein contained of the District Testing Coordinator/Data Analyst, hereby employs, and the District Testing Coordinator/Data Analyst hereby accepts employment as the District Testing Coordinator/Data Analyst 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 District Testing Coordinator/Data Analyst 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 the District Testing Coordinator/Data Analyst may from time-to-time require.

The District Testing Coordinator/Data Analyst 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 District Testing Coordinator/Data Analyst should be consistent with the professional role and responsibility of the District Testing Coordinator/Data Analyst, 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 District Testing Coordinator/Data Analyst shall not be reduced in compensation, including salary and benefits, during the term of this contract. Any additional compensation that the Board agrees to give to the District Testing Coordinator/Data Analyst, 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 District Testing Coordinator/Data Analyst 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 District Testing Coordinator/Data Analyst in accordance with the schedule of salary payments of the Board. The Board shall pay the District Testing Coordinator/Data Analyst an annual salary rate of one hundred forty four thousand two hundred dollars (\$144,200), for the period of July 1, 2015 through June 30, 2016.
- B. Cell Phone: The District Testing Coordinator/Data Analyst at her own cost and expense, shall be required to have and maintain a cellular telephone for business purposes.
- C. Vacation/Holidays: The District Testing Coordinator/Data Analyst shall be granted twenty five (25) vacation days annually. The District Testing Coordinator/Data Analyst may bank a maximum of twenty-five (25) vacation days, year to year. The District Testing Coordinator/Data Analyst shall be permitted to take vacation days by notifying the Chief School Administrator in advance. The Human Resources Manager shall be responsible for maintaining written documentation of the District Testing Coordinator/Data Analyst's earned and accrued vacation days. In the event the District Testing Coordinator/Data Analyst retires or resigns during the year, vacation days earned shall be pro-rated for that year. In the event of death of the District Testing Coordinator/Data Analyst all accumulated earned and accrued vacation days shall be paid to the estate of the District Testing Coordinator/Data Analyst at the then current per-diem rate of pay. The per-diem rate of pay shall be 1/260th. The District Testing Coordinator/Data Analyst shall be entitled to all

holidays in the school calendar. If the District Testing Coordinator/Data Analyst 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.

- D. Sick Leave: The District Testing Coordinator/Data Analyst shall be allowed twelve (12) sick days annually. The unused portion of said days, at the end of the year, shall be accumulated in accordance with state law. Upon separation or retirement from service with the Brick Township School District, the Board will pay the District Testing Coordinator/Data Analyst, all unused, accrued sick time in the district at an amount not to exceed \$20,043.67, the amount accrued as of August 30, 2014 (8/30/14). Additional sick time will accumulate for use in time of need without any additional pay out other than the amount listed above as of 8/30/14. During summer hours, sick days utilized will be charged as one day.
- E. Personal Leave: The District Testing Coordinator/Data Analyst 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 District Testing Coordinator/Data Analyst 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 or 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 District Testing Coordinator/Data Analyst and her family, which insurance shall include health care insurance, dental insurance and a prescription plan. The employee electing coverage, shall contribute a percentage of the premium in accordance with the state law but in no event less than

that was required of chapter 78. 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 District Testing Coordinator/Data Analyst 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 BTASA contract. 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 District Testing Coordinator/Data Analyst's last day of the month. If the District Testing Coordinator/Data Analyst elects to participate in COBRA 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, coverage's provided (health care, dental and prescription plan) shall be consistent with the coverage's provided in the BTASA's contract.

- H. Membership Dues: The Board shall pay the District Testing Coordinator/Data Analyst's membership dues to NJASA, NJPSA & ASCD.
- I. Automobile Use Reimbursement: When automobile use is necessary in the course of District business, the Board shall reimburse the District Testing Coordinator/Data Analyst 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. Tuition Reimbursement: The board shall reimburse the District Testing Coordinator/Data Analyst for registration fees, tuition expenses, and textbooks for graduate school course work or doctoral program courses of study related to school administration up to \$3,000.00 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.

- K. Expense Reimbursement: If the District the District Testing Coordinator/Data Analyst pays for legitimate expenses or purchases items needed to serve in her role, she shall be reimbursed following submission of the appropriate expense account form to the Chief School Administrator. The District Testing Coordinator/Data Analyst shall be entitled to attend one national education conference annually. Other conferences and/or workshops related to her responsibilities may be considered with approval of the Boards. All expense reimbursements shall comply with N.J.S.A. 18A:11-12 and applicable Board policies.
- L. Deferred Compensation: The District Testing Coordinator/Data Analyst 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.

INDEMNIFICATION

The Board shall defend, hold harmless and indemnify the District Testing Coordinator/Data Analyst from any and all demands, claims, suits, actions and legal proceedings of any kind brought against the District Testing Coordinator/Data Analyst in her capacity of good faith actions as an agent or employee of the Board. If, in the good faith opinion of the District Testing Coordinator/Data Analyst, a conflict exists in regard to the defense of any claim, demand or action brought against the District Testing Coordinator/Data Analyst, and the position of the Board of Education in relation thereto, the Board shall select and provide conflict free counsel at no cost to the District Testing Coordinator/Data Analyst.

TERMINATION OF EMPLOYMENT CONTRACT

This Contract shall terminate, the District Testing Coordinator/Data Analyst employment shall cease, and no salary shall be paid, under any one of the following circumstances:

- a) Failure of the District Testing Coordinator/Data Analyst to possess/obtain proper certification;
- b) Revocation or suspension of the District Testing Coordinator/Data Analyst's certification;
- c) Mutual agreement of the parties;
- d) Termination by District Testing Coordinator/Data Analyst, with or without cause, by giving sixty (60) calendar days advance written notice of termination;
- e) Fraudulent misrepresentation by the District Testing Coordinator/Data Analyst of employment history, educational and professional credentials, or criminal background;
- f) Incapacity of the District Testing Coordinator/Data Analyst to perform all the responsibilities of a full-time District Testing Coordinator/Data Analyst.

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 District Testing Coordinator/Data Analyst, or by a lawful order of a court of competent jurisdiction.

PERSONNEL RECORDS

The District Testing Coordinator/Data Analyst shall have the right, upon request, to review the contents of her personnel file and to receive copies at the expense of the employee any documents contained therein. She shall be entitled to have a representative accompany her during such review.

No material derogatory to the District Testing Coordinator/Data Analyst's conduct, service, character or personality shall be placed in her file unless she has had an opportunity to review the material. The Chief School Administrator shall acknowledge that the District Testing Coordinator/Data Analyst 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 District Testing Coordinator/Data Analyst shall also have the right to submit a written response or rebuttal to such material.

WHEREAS, the District Testing Coordinator/Data Analyst 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 25, 2015, 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 as first above written.

Susan McNamara
District Testing Coordinator/Data Analyst

Date: _____

**BRICK TOWNSHIP BOARD OF
EDUCATION**

Sharon Cantillo
President

Date: _____

WITNESS

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