

JUL 28 2001

Mr. Woska presented Important Dates.

July 4, 2001	Independence Day Holiday
July 19, 2001	Combined Pre-Agenda/Regular Public Meeting 7:30 p.m., BTHS Auditorium
August 2, 2001	Combined Pre-Agenda/Regular Public Meeting 7:30 p.m., BTHS Auditorium
August 23, 2001	Combined Pre-Agenda/Regular Public Meeting 7:30 p.m., BTHS Auditorium

At 8:40 p.m., Dr. Nicastro read the appropriate Resolution to go **Exec.** into Executive Session for the purpose of Negotiations and Session Personnel.

Motion was made by Mr. Paredes, seconded by Mrs. Kelly, with a unanimous roll call vote to go into Closed Session.

At 9:30 p.m., motion was made by Mrs. Kelly, seconded by Mr. **Open** Bendokas, with all in favor to return to Open Session.

Motion was made by Mr. Bendokas, seconded by Mr. DeLuca, with a unanimous roll call vote to approve the following:

Move the Board of Education approve following the recommendation of the Child Study Team for C.C.

Motion was made by Mrs. Kelly, seconded by Mr. DeLuca, with a unanimous roll call vote to approve the following:

Move the Board of Education approve Personnel Teaching item **Approve** (h), the first person on the list, and items (r) and (s), as follows:

(h) Move the Board of Education approve appointments for the **Approve** 2001-2002 school year, as follows: **appointments**

A/C# 11-000-240-103-88-0A2

Martin Fudali

EFF: 7/1/01-6/30/02

197

Principal

Community School and

Special Projects

No Change in Salary

Approve (r) Move the Board of Education approve the attached Resolution
Resolu. recognizing Mary Ann Ceres and Thomas Gialanella, Assistant
re: Asst Superintendents of Schools, for their service to the school
Supt. district.

Approve (s) Move the Board of Education approved the attached
Supt. employment contract for the Superintendent of Schools.
Contract

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RESOLUTION

WHEREAS, the Superintendent of the Brick Township School District retired from the school district on August 18, 2000; and

WHEREAS, the Brick Township Board of Education conducted a thorough and comprehensive search for a new Superintendent of Schools; and

WHEREAS, the search resulted in the an appointment of a new Superintendent of Schools in May 2001 which will result in another vacancy in central administration until September 1, 2001; and

WHEREAS, Assistant Superintendent Mary Ann Ceres and Assistant Superintendent Thomas Gialanella have assumed additional responsibilities since August 2000 and have performed these responsibilities in an excellent manner;

NOW, THEREFORE BE IT RESOLVED, the Brick Township Board of Education commend and recognize Assistant Superintendent Mary Ann Ceres and Assistant Superintendent Thomas Gialanella for their extra time, effort, responsibility and commitment to the Brick Township School District;

AND, BE IT FURTHER RESOLVED, the Board of Education approve a one-time stipend to the Assistant Superintendents in the amount of \$4,200.00 in recognition and appreciation for this service to the school district.

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INDIVIDUAL AGREEMENT OF EMPLOYMENT
BETWEEN
BOARD OF EDUCATION, TOWNSHIP OF BRICK
AND
PHILIP W. NICASTRO, Ed.D., SUPERINTENDENT

THIS EMPLOYMENT AGREEMENT is made and entered into this 28th day of June, 2001, by and between the **BRICK TOWNSHIP BOARD OF EDUCATION**, with offices located at 101 Hendrickson Avenue, Brick, New Jersey 08724 (hereinafter referred to as the "Board"); and **PHILIP W. NICASTRO**, whose address is 2107 Orien Road, Toms River, 08755 (hereinafter referred to as the "Superintendent").

W I T N E S S E T H:

WHEREAS, the Board and the Superintendent have agreed to the terms and conditions of an Employment Agreement for a term beginning August 18, 2000, and ending June 30, 2004; and

WHEREAS, the Board and Superintendent believe that a written Employment Agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education programs of the schools;

NOW, THEREFORE, the Board and the Superintendent, for the consideration herein specified, agree as follows:

1. RESCISSION

The Board hereby rescinds the employment agreement dated June 30, 1999 between the Board and Philip W. Nicastro, as School Business Administrator/Board Secretary.

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2. TERM

The Board, in consideration of the promises herein contained of the Superintendent, hereby employs, and the Superintendent hereby accepts employment as Superintendent of Schools for a term commencing August 18, 2000, and ending June 30, 2004.

3. SUPERINTENDENT CERTIFICATION AND RESPONSIBILITIES

A. Certification: The Superintendent shall hold a valid and appropriate certificate to act as Superintendent of Schools in the State of New Jersey.

B. Duties: The Superintendent shall be the chief executive and administrative officer of the Board and shall have general supervision over all aspects, including the fiscal operations and instructional programs of the District, and shall arrange the administrative and supervisory staff including instruction and business affairs, which in his judgment, best serve the District. The selection, placement, transfer, and dismissal of personnel, both instructional and non-instructional, shall occur only upon the recommendation of the Superintendent.

The members of the Board, individually and collectively, will refer to the Superintendent any and all criticisms, complaints, and suggestions concerning the operation and management of the District called to their attention. Any such references shall be discussed by the Board members at a scheduled meeting of the Board and a consensus sought to direct the Superintendent to study, recommend, and/or take action.

The Superintendent shall have the right to contact the Board attorney for legal assistance as the need arises in carrying out

his duties at the expense of the Board. The Superintendent has the right to attend and speak at all Board meetings and committee meetings of the Board. In the case of meetings where the Board intends to discuss the Superintendent's performance or negotiation of his contract, the Superintendent's right to notice, and to attend and be represented by counsel shall be governed by statute and law. .

All duties assigned to the Superintendent by the Board should be appropriate to and consistent with the professional role and responsibility of the Superintendent, and shall be set by Board Policy and Job Description No. 2131 (attached hereto and incorporated herein by reference) which may be modified by mutual agreement from time to time, consistent with the intent set forth above.

C. Outside Activities: The Superintendent shall devote his time, attention and energy to the business of the District. However, the Superintendent may engage in outside consulting activities provided appropriate personal/vacation time leave is charged if these activities conflict with the Superintendent's work day.

4. PROFESSIONAL GROWTH OF SUPERINTENDENT

The Board encourages the continuing professional growth of the Superintendent through his participation as he might decide, in light of his responsibilities as the Superintendent, in the following:

A. The operations, programs, and other activities conducted or sponsored by local, state and national school administrator and/or school board associations;

B. Seminars and courses offered by public or private institutions;

C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform his professional responsibilities for the Board; and

D. Visits to other institutions.

5. COMPENSATION

The Superintendent's 2000-01 salary (the time period in which the Superintendent was also serving as the School Business Administrator) will be established as \$131,700.00. The Superintendent's 2001-2002 salary shall be \$138,700.00, effective July 1, 2001. The Board agrees to increase the Superintendent's salary 3.75% each school year after the 2001-2002 school year, commencing July 1, 2002.

During the term of this Employment Agreement, including any extension thereof, the Superintendent shall not be reduced in compensation and/or benefits.

6. BENEFITS

The Board shall provide the Superintendent, as part of his compensation, with the following benefits:

A. Vacation/Holidays: The Superintendent shall be granted twenty-seven (27) vacation days annually, which shall be available to the Superintendent on the first of each month on a pro-rata basis. A maximum of three (3) years of unused vacation days may be accumulated. No other accumulation of days shall be acceptable. The Board shall provide full pay for the accumulated vacation days not to exceed three (3) years accumulation upon

leaving the district at a per diem rate of the Superintendent's final annual salary.

The Board, through its business office, shall be responsible for maintaining written documentation of the Superintendent's earned and accrued vacation days.

The Superintendent shall be entitled to holidays granted by the Board to the other professional staff of the District.

B. Sick Leave: The Superintendent shall be allowed fifteen (15) days sick leave annually. The unused portion of such leave, at the end of any year, shall be cumulative. Upon retiring under the State Pension Retirement Plan or leaving the District, the Superintendent shall be paid one day's pay for every two sick days accumulated since his employment in the district in August 1992. The Superintendent shall not receive payment for any sick days carried in from a previous district, but these carried in sick days are to be used before the sick days earned in the Brick Township School District are used. No other payment for sick days will be paid. Through this Employment Agreement, the Superintendent's per diem rate shall be calculated as 1/240th of his then-current annual salary. This reimbursement will not exceed \$75,000.00.

C. Medical Benefits: The Superintendent shall have the same medical benefits as the other tenured professional staff members of the BTASA. Insurance coverage upon retirement shall be the same as for members of the BTASA.

D. Disability Insurance: The Board shall provide 100% of the cost of Washington National Plan 7859. An upgraded plan may be purchased with employee contribution.

E. Dental Insurance: The Board shall provide the Superintendent with the same dental benefits as tenured professional staff members of the BTASA.

F. Prescription Program: The Board shall provide the Superintendent with the same prescription plan as tenured professional staff members of the BTASA.

G. Death in Immediate Family: Death-in-family leave days shall be the same as for other professional staff members.

H. Membership Fees: The Board shall pay one-hundred (100%) percent of the Superintendent's membership fees and/or charges to the New Jersey Association of School Administrators, the Ocean County Association of School Administrators, and the New Jersey School Business Officials Association.

I. Payment to Estate: If the Superintendent dies before his Employment Agreement year is completed, payment for his unused accumulated vacation and sick days shall be made to his estate in accordance with paragraphs 5.A. and 5.B. of this Agreement.

7. PROFESSIONAL LIABILITY

A. The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims suits, actions, and legal proceedings brought against the Superintendent in his individual capacity or in his official capacity as agent and/or employee of the Board, provided the incident arose while the Superintendent was acting within the scope of his employment and, as such liability coverage is within the authority of the Board to provide under state law.

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B. If, in the good-faith opinion of the Superintendent, conflict exists as regards the defense to such claim between the legal position of the Superintendent and the legal position of the Board, the Superintendent may engage counsel, in which event the Board shall indemnify the Superintendent for the costs of legal defense as permitted by State law.

The Board of Education shall provide the Superintendent the same THREE MILLION (\$3,000,000.00) DOLLARS of Professional Liability Insurance as for members of the BTASA.

8. TERMINATION OF EMPLOYMENT CONTRACT

This Employment Contract may be terminated by:

A. Mutual agreement of the parties;

B. Unilateral termination by the Superintendent; the Superintendent may terminate this Employment Agreement upon one-hundred and eighty (180) days written notice to the Board;

C. Notification in writing by the Board to the Superintendent at least one (1) year prior to the expiration of this Employment Agreement.

9. COMPLETE AGREEMENT

This Employment Agreement embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties.

10. CONFLICTS

In the event of any conflict between the terms, conditions, and provisions of this Employment Agreement, and the provisions of the Board's policies or any permissive State or Federal law then, unless otherwise prohibited by law, the terms of this

Employment Agreement shall take precedence over the contrary provisions of the Board's policies.

11. SAVINGS CLAUSE

If, during the term of this Employment Agreement, it is found that a specific clause of the Employment Agreement is illegal under Federal or State law, the remainder of this Employment Agreement is not affected by such a ruling and shall remain in force.

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WHEREAS, a duly authorized officer of the Board has approved the terms and conditions of this Employment Agreement; and

WHEREAS, this Superintendent has approved the terms and conditions of this Employment Agreement; and

WHEREAS, this Employment Agreement has been approved by a vote of the Members of the Board of Education of the Brick Township School District at its meeting of June 28, 2001, and has been made a part of the minutes of that meeting.

IN WITNESS WHEREOF, they set their hands and seals to this Employment Agreement effective on the day and year first above written.

ATTEST:

**BOARD OF EDUCATION OF THE BRICK
TOWNSHIP SCHOOL DISTRICT**

PHILIP W. NICASTRO, Ed.D.
Board Secretary

By: _____
DANIEL J. WOSKA, PRESIDENT

WITNESS:

PHILIP W. NICASTRO, Ed.D.