

**BRICK TOWNSHIP BOARD OF EDUCATION
MINUTES
REGULAR PUBLIC MEETING
NOVEMBER 19, 2009**

Approval of Personnel (Teaching) items 01 through 14:

Mr. Hrycenko presented Personnel Teaching items 01 through 14

Motion: Ms. Reinhold

Second: Mr. Cuppari

Questions/Comments from the Board or public: Ms. Marsden, 151 Queen Ann Road, asked questions regarding the possibility of the stimulus funds ending.

On the motion made by Ms. Reinhold, seconded by Mr. Cuppari, the Board of Education approved Personnel (Teaching) items 01 through 14 with the following roll call vote:

Yeas: Mr. Cuppari, Ms. Leone, Ms. Reinhold, Ms. Terebush
and Mr. Woska

Mr. Pifko, yes except abstain on item 09

Absent: Mr. Collier

01. to approve employment of substitute teachers, as attached

02. to accept, with regret, a retirement, as follows:

Name/School	Title	Effective Date	Brick Experience
Donna Levine/BTHS	School Counselor	07/01/2011	9 Years 10 Months

03. to approve leaves of absence, as follows:

Name/School	Type of Leave	Effective Date	Benefits
Kristine Kennedy/VMMS	FMLA	02/18/10-05/20/10	W/O Pay, W/Benefits
Sarina Teitelbaum/EEC	FMLA	02/18/10-03/03/10	W/O Pay, W/Benefits
Beatriz Cruz/EHY	FMLA	02/10/10-04/07/10	W/O Pay, W/Benefits

04. to approve employment for the BMHS Spring Musical, as follows:

Acct #	Name	Title	School/Musical	Stipend
11-401-100-101-16-000	Kevin Bettys	Musical Director	BMHS/Spring	\$2,000
11-401-100-101-16-000	Jaclyn Page	Choreographer	BMHS/Spring	\$2,000

05. to approve employment for a leave replacement, as follows:

Name	School/Grade	Step/Guide/Salary	Effective Date	Pro-Rata
Dina Eichinger	MIDS/Grade 2	Step 2 - BA - \$48,815	02/11/10-05/28/10	\$18,794

**BRICK TOWNSHIP BOARD OF EDUCATION
MINUTES
REGULAR PUBLIC MEETING
NOVEMBER 19, 2009**

- 06.** to ratify a fall Challenger League Coach, as follows:

Name	School	Stipend
Kristine Corblies	BTHS	\$1,500

- 07.** to approve placements for student teaching, field experiences, classroom observations, internships, externships, as attached

- 08.** to approve a resignation from Schedule "C" as follows:

Name	School/Activity
Michael Cintron	VMMS/Basketball Boys Head Coach

- 09.** to approve volunteers to Schedule "C", as follows:

Name	School/Activity
Paul Rizzitello*	BMHS/Basketball Boys
Russell Pasquale*	BMHS/Wrestling
Jessica Herman*	BMHS/Basketball Girls

*out of district

- 10.** to approve changes to Schedule "D", as follows:

Name	School/Activity	From	To
Jill Jones	BTHS/Literary Magazine	Advisor - \$2,617	Co-Advisor - \$1,309
Jill Jones	BTHS/Future Educators of America	Advisor - \$1,309	Co-Advisor - \$655

- 11.** to approve employment to Schedule "C" & "D", as follows:

Name	School/Activity	Stipend
Sara Perri*	BMHS/Basketball Girls - Asst Coach	\$5,301
Russell Witt*	BTHS/Wrestling - Asst Coach	\$5,301
Ryan Graham	VMMS/Basketball Boys - Head Coach	\$5,247
Kelly Johnson	VMMS/Basketball Girls "B" Team Coach	\$3,707
Aimee Melillo	BTHS/Literary Magazine - Co-Advisor	\$1,309
Darcy Errington	BTHS/Future Educators of America - Co-Advisor	\$655

*out of district

**BRICK TOWNSHIP BOARD OF EDUCATION
MINUTES
REGULAR PUBLIC MEETING
NOVEMBER 19, 2009**

- 12.** to approve a change in a leave of absence, as follows:

Name	From	To
Tara Carlisle/VMMS	FMLA 01/04/10-02/26/10 W/O Pay, W/Benefits	FMLA 12/08/09-03/01/10 W/O Pay, W/Benefits

- 13.** to approve a change in employment dates, as follows:

Name	From	To	Salary	Pro-Rata
Teresa O'Shea/VMMS	01/04/10-02/26/10	12/08/09-03/01/10	\$48,315	\$13,528

- 14.** to approve an appointment of the Assistant Principal, salary covered by ARRA/IDEA Funds (Stimulus funds), as follows:

Acct #	Name	Effective Date	Salary	Pro-Rata
20-462-200-103- 99-000	Bonnie Giles	11/30/09-06/30/10	\$98,123	\$57,238

Mr. Hrycenko introduce the new teachers and new Assistant Principal.

**SUBSTITUTE TEACHERS FOR BOARD APPROVAL
NOVEMBER 19, 2009**

Angeloni, Patrick
Beggs, Joy
Casner, Melissa
Corrales, Erica
De Marzo, Stephen
Del Mauro, Dana
Early, Joseph
Eichinger, Dina
Errico, Luciann
Ford, Lorenza
Greves, Denise
Haluza, Lorrie
Heimall, Paul
Jackson, David
Kaiser, Laura
Knazek, Scott
Knowsley, Shelley
LoBuono, Jocelyn
Lopez, Dalia
Marvin, James
Mazur, Christopher
McCort, Lorraine
McGowan, Heather
Messemer, Michael
Meyer, Debra
Millard, Suzette
Miller, Clinton
Mooney, Martha
Mundy, Alison
Neaves, Kristina
Pelly, William
Porter, Sharon
Reif, Danielle
Rossi, Carol
Salemi, John
Sereika, Melissa
Sgroi, Michael
Spataro, Prudence
Stevens, Nicole
Walling, Christina
Witt, Russell
Worl, Ashley

COLLEGE STUDENT PLACEMENTS

NOVEMBER 19, 2009 AGENDA

STUDENT NAME	COLLEGE UNIVERSITY	PLACEMENT REQUESTED				DATES REQUESTED			SCHOOL ASSIGNMENT		
		FE	ST	OB	INT/EXT	START	END	HOURS	SCHOOL	GR/SUBJ	BOE Approval
Nittoso, Leah	Georgian Court Univ.		X			1/25/10	5/7/10	400	VMMS	Gr. 6 LLD	11/19/09
Witt, Russell	Georgian Court Univ.		X			1/25/10	5/7/10	400	LRMS	Gr. 8 Soc Stud.	11/19/09
Szewczuk, Jennifer	Georgian Court Univ.		X			1/25/10	5/7/10	400	BMHS	Gr. 9-12 English	11/19/09
Rooker, Lorriane	Georgian Court Univ.		X			1/25/10	5/7/10	400	LRMS	Gr. 8 Science	11/19/09
Silverman, Melissa	Georgian Court Univ.		X			1/25/10	5/7/10	400	BMHS	Gr. 11-12 English	11/19/09
Amaral, Nicholas	Georgian Court Univ.		X			1/25/10	5/7/10	400	BMHS	Gr. 10-12 English	11/19/09
Schmidt, Kirsten	Monmouth Univ.		X			1/20/10	4/30/10	400	BTHS	Gr. 9&12 English	11/19/09
Jurcisin, Jessica	Monmouth Univ.		X			1/20/10	4/30/10	400	MIDS	Grade 3	11/19/09
Ramos, Maria	Seton Hall Univ.		X			1/20/10	5/7/10	400	DP	Grade 3	11/19/09
D'Angelo, Elizabeth	Georgian Court Univ.		X			1/25/10	5/7/10	400	DP	Grade 2	11/19/09
Wersinger, Nicole	Georgian Court Univ.		X			1/25/10	5/7/10	400	HERB	Grade 2	11/19/09
Kenny, Nicole	Georgian Court Univ.		X			1/25/10	5/7/10	400	OSB	Grade 1	11/19/09
McGowan, Heather	Georgian Court Univ.		X			1/25/10	5/7/10	400	VMES	LLD	11/19/09
Tomaro, Nicole	Georgian Court Univ.		X			1/25/10	5/7/10	400	OSB	Grade 1	11/19/09
Sweet, Katherine	Georgian Court Univ.		X			1/25/10	5/7/10	400	LM	Grade 2	11/19/09
Northrup, Kaleena	Georgian Court Univ.		X			1/25/10	5/7/10	400	PLC	Kinder	11/19/09
Osolinski, Kourtney	Georgian Court Univ.		X			1/25/10	5/7/10	400	VMES	Grade 4	11/19/09
Kane, Tara	Kean University	X				1/25/10	5/7/10	20	PLC	Kinder	11/19/09
FE (Field Experience)		OB (Classroom Observation)				ST (Student Teaching)			INT (Internship)		
									PRAC (Practicum)		
									EXT (Externship)		

COLLEGE STUDENT PLACEMENTS

NOVEMBER 19, 2009 AGENDA

STUDENT NAME	COLLEGE UNIVERSITY	PLACEMENT REQUESTED				DATES REQUESTED			SCHOOL ASSIGNMENT			
		FE	ST	OB	INT/ EXT	START	END	HOURS	SCHOOL	GR/SUBJ	BOE Approval	
Kane, Tara	Kean University	X				1/25/10	5/7/10	20	PLC	Kinder	11/19/09	
Ploumitsakos, Stavroula	Wm Paterson Univ.	X				1/20/10	5/6/10	400	BMHS	Math	11/19/09	

**BRICK TOWNSHIP BOARD OF EDUCATION
MINUTES
REGULAR PUBLIC MEETING
NOVEMBER 19, 2009**

Approval of Personnel (Non-Teaching) items from 01 through 11:

Mr. Edwards presented Personnel-Non Teaching items 01 through 11

Motion: Ms. Terebush

Second: Ms. Reinhold

Questions/Comments from the Board or public: Mr. Woska asked for clarification from Mr. Edwards regarding item 11, the homeless grant and budgeted funds. Mr. Pifko asked about the three additional bus drivers. Mr. Edwards explained the changes in bus routes which caused this and assured Mr. Pifko that the positions were within the budget. Mr. Hrycenko introduced Ms. DesJardins.

On the motion made by Ms. Terebush, seconded by Ms. Reinhold, the Board of Education approved Personnel (Non-Teaching) items 01 through 11 with the following roll call vote:

Yeas: Mr. Cuppari, Ms. Leone, Ms. Reinhold, Ms. Terebush and Mr. Woska
Mr. Pifko yes, except abstain on item 04

Absent: Mr. Collier

01. to ratify resignations, as follows:

Name	School/Title	Effective	Brick Experience
Patricia Ford	BMHS/Cafeteria Monitor	10/23/09	1 Month
Diane DesJardins	HERB ANNEX/Sr. Clerk Typist	11/19/09	21 Years 6 Months

02. to ratify leaves of absence, as follows:

Name	Title/School	Type of Leave	With or Without Pay/Benefits	Effective Date
Saverio Camporeale	Custodial Worker/EHY	FMLA	W/O Pay, W/Benefits	10/13/09-10/16/09
Cheryl Cohan	Sr Clk Typist/MIDS	FMLA	W/O Pay, W/Benefits	11/19/09-11/25/09

03. to approve a leave of absence, as follows:

Name	Title/Dept	Type of Leave	Effective Date	With or Without Pay/Benefits
William Rogers	Bus Driver/Transportation	FMLA	12/2/09-12/23/09	W/O Pay, W/Benefits

**BRICK TOWNSHIP BOARD OF EDUCATION
MINUTES
REGULAR PUBLIC MEETING
NOVEMBER 19, 2009**

04. to approve employment, as follows:

Acct #	Name	Title/Dept	Effective Date	Salary
11-000-270-107-66-000	Carolyn Gianettino	Bus Attendant/PA/6Hr	11/20/09-06/30/10	Pending TWU Negotiations
11-000-270-107-66-000	Sarah Durkin	Bus Driver/PA/5Hr	11/20/09-06/30/10	Pending TWU Negotiations
11-000-270-107-66-000	Ronald Zygmund	Bus Driver/PA/5Hr	11/20/09-06/30/10	Pending TWU Negotiations
11-000-270-107-66-000	Gregory Cohen	Bus Driver/PA/5Hr	11/20/09-06/30/10	Pending TWU Negotiations
60-910-310-110-67-000	Tracey Baxter	Food Service Worker BTHS/3 1/2 Hr	11/20/09-06/30/10	Pending TWU Negotiations

05. to approve changes in hours, as follows:

Name	Title From	Title To	Effective Date	Salary/Pro-Rata
Kristen Melick	Bus Attendant/7Hr	Bus Attendant/8 Hr	11/20/09-06/30/10	Pending TWU Negotiations
Elizabeth Madsen	Bus Driver/7 Hr	Bus Driver/6 Hr	11/20/09-06/30/10	Pending TWU Negotiations
Sarah Passaro	Bus Driver/6 Hr	Bus Driver/8 Hr	11/20/09-06/30/10	Pending TWU Negotiations
Janet Hardvig	Bus Driver/6 Hr	Bus Driver/8 Hr	11/20/09-06/30/10	Pending TWU Negotiations
Steven Senkarik	Bus Driver/5 Hr	Bus Driver/8 Hr	11/20/09-06/30/10	Pending TWU Negotiations

06. to ratify a name change, as follows:

From	To	Title	Effective
Brian Swomley	James Swomley	Substitute Bus Driver	11/23/09-06/30/10

07. to approve changes in title, as follows:

Name	From	To	Effective	Salary
Robert Peragallo	Substitute Bus Driver	Substitute Bus Aide	11/20/09-06/30/10	Pending TWU Negotiations
Barbara Granquist	Clerk Typist/PLC/Main Office	Sr. Clk Typ/PA/PLC/CST	12/18/09-06/30/10	Pending TWU Negotiations
Jacqueline Figula	Clerk Typist/Best Program	Sr. Clk Typ/PA/BTHS	12/18/09-06/30/10	Pending TWU Negotiations
Karen Barrow	Food Service Worker/3 1/2 Hr	Clerk Typist/Transportation	12/18/09-06/30/10	Pending TWU Negotiations
Susan Civello	Clerk Typist/EHY	Sr. Clk Typ/PA/LM	12/18/09-06/30/10	Pending TWU Negotiations

08. to ratify a change in title, as follows:

Name	From	To	Effective Date	Salary
Tracy Nardiello	Radio Dispatcher/PA	Radio Dispatcher/TA	10/17/09-04/16/10	No change in salary

**BRICK TOWNSHIP BOARD OF EDUCATION
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09. to ratify a transfer of staff, as follows:

Name/Title	Effective Date	From	To
Susan Gant/ Teachers Aide	11/09/09-06/30/10	VMES - 11-000-217-106-36-000	VMMS - 11-213-100-106-25-000

10. to ratify a reduction in salary, as per grant specification, as follows:

Name	Title	From	Salary
Alan Ferraro	Homeless Services Training Instructor	11/2/09-6/30/10	\$55,200

11. to approve the employment of the Homeless Service Trainer Assistant, as follows:

Name	Effective Date	Salary
Diane DesJardins	11/20/09-06/30/10	\$36,413

Employment Contract
for the Homeless Service Training Instructor

This Employment Contract is made and entered into on this 19th day of November 2009, 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

Alan Ferraro, (hereinafter referred to as the "Homeless Service Training Instructor")

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

TERM

Whereas, the Board, in consideration of the promises herein contained of the Homeless Service Training Instructor, hereby employs, and the Homeless Service Training Instructor hereby accepts employment as the Homeless Service Training Instructor for the Brick Township Board of Education, for a term commencing November 2, 2009 and running through the date of June 30, 2010.

DUTIES AND RESPONSIBILITIES

The duties to be performed by the Homeless Service Training Instructor 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 Homeless Service Training Instructor shall devote his time, attention and energy to the business of the school district. However, he may seek additional forms of compensation outside of the district. All duties assigned to the Homeless Service Training Instructor should be consistent with the professional role and responsibility of the Homeless Service Training Instructor, 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 seven and one half (7.5) hours per day, plus a one half (1/2) hour lunch period. The summer time workweek shall be four (4) days per week, Monday through Thursday. Sick, Vacation, and Personal days utilized during this period will be charged as 1 day, or in other words seven (7) hours of sick, vacation or personal time for every 7 hour workday.

COMPENSATION

During the term of this Employment Contract, including any extensions thereof, the Homeless Service Training Instructor 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 Homeless Service Training Instructor, 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 Homeless Service Training Instructor 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 Homeless Service Training Instructor.

- A. Salary: The salary rate shall be paid to the Homeless Service Training Instructor in accordance with the schedule of salary payments of the Board. The Board shall pay the Homeless Service Training Instructor an annual salary rate of fifty-five thousand two hundred (\$55,200), for the period of November 2, 2009 through June 30, 2010.

B. Vacation/Holidays: The Homeless Service Training Instructor shall be granted twenty (20) paid vacation days annually pro-rated and earned at 1 2/3 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 Assistant 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 Homeless Service Training Instructor shall not take more than ten (10) working days, as vacation days, in a row without prior approval of the Superintendent. The Superintendent's office shall be responsible for maintaining written documentation of the Homeless Service Training Instructor's earned and accrued vacation days. In the event the Homeless Service Training Instructor retires or resigns during the year, vacation days earned shall be pro-rated for that year. In the event of death of the Homeless Service Training Instructor all accumulated earned and accrued vacation days shall be paid to the estate of the Homeless Service Training Instructor at the Homeless Service Training Instructor's then current per-diem rate of pay. The per-diem rate of pay shall be 1/260th. The Homeless Service Training Instructor shall be entitled to all holidays in the school year that are given to certified staff members. If the Homeless Service Training Instructor 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.

C. Sick Leave: The Homeless Service Training Instructor shall be allowed fourteen (14) days sick leave annually. The unused portion of said days, at the end of any year, shall be accumulated in accordance with state law. Upon separation from service with the Brick Township School District, the board shall not pay for any unused sick time, however; the Homeless Service Training Instructor shall carry accumulated sick time from his previous position in the Brick Schools totaling 67.5 days. Leave due to serious illness that prevents the performance and function of the requirements of the position this employee shall use, to the extent that it exists, accrued sick leave days prior to or following the utilization of leave under the Federal Family and Medical Leave Act.

D. Personal Leave: Three (3) days shall be allowed each year for personal business that cannot be conducted outside of school hours. Personal days shall be approved by the Assistant Superintendent. Unused personal days will not accumulate and will become void. Requests for personal days must be submitted five (5) days in advance.

E. Bereavement Leave: The Homeless Service Training Instructor shall be entitled to paid bereavement leave in the event of the death of a member of his immediate family for up to four (4) days, to be utilized within a two-week period commencing on the date of death without loss of pay. Immediate family shall include husband, child, mother, father, step mother, step father, mother-in-law, father-in-law, grandfather, grandfather-in-law, step grandfather, grandmother, grandmother-in-law, step grandmother, brother, stepbrother, brother-in-law, sister, stepsister, sister-in-law. Up to one (1) school day within a two-week period commencing with the event of death of an aunt, aunt-in-law, uncle, uncle-in-law, niece, step-niece, nephew or step-nephew shall be allowed without loss of pay.

F. Benefits: The Board of Education shall pay the full premium of insurance protection for the Homeless Service Training Instructor and his family, which insurance shall include Point of Service/HMO health care insurance, dental insurance and a prescription plan. 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 Homeless Service Training Instructor is utilizing FMLA/NJFLA. The prescription plan provided by the Board shall be a co-pay prescription plan. The co-payment shall be zero dollars for generic drugs and fifteen (\$15.00) dollars for brand name drugs for retail and mail order prescriptions. The dental insurance provided by the Board will be equal to or better than the dental insurance in effect as of June 30, 2009.

G. Deferred Compensation: The Homeless Service Training Instructor 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 Homeless Service Training Instructor'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 Homeless Service Training Instructor of employment history, educational and professional credentials, and criminal background;
- d) Incapacity of the Homeless Service Training Instructor to perform all the responsibilities of a full-time Homeless Service Training Instructor;

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 Homeless Service Training Instructor, or by a lawful order of a court of competent jurisdiction.

PERSONNEL RECORDS

The Homeless Service Training Instructor shall have the right, upon request, to review the contents of his personnel file and to receive copies at Board expense of any documents contained therein. He shall be entitled to have a representative accompany him during such review. At least once every year, the Homeless Service Training Instructor shall have the right to indicate those documents or other materials in his file that he believes to be obsolete or otherwise inappropriate to retain. Upon the agreement with the Business Administrator, such documents identified by him shall be destroyed. No material derogatory to the Homeless Service Training Instructor's conduct, service, character or personality shall be placed in his file unless he has had an opportunity to review the material. The Business Administrator shall acknowledge that the Homeless Service Training Instructor has had the opportunity to review such material by affixing his signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The Homeless Service Training Instructor shall also have the right to submit a written response or rebuttal to such material.

WHEREAS, the Homeless Service Training Instructor 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 November 19, 2009, 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.

Alan Ferraro
Homeless Service Training Instructor

Date: _____

BRICK TOWNSHIP BOARD OF
EDUCATION

Daniel J. Woska
President

Date: _____

WITNESS

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

Employment Contract
for the Homeless Training Assistant

This Employment Contract is made and entered into on this 19th day of November 2009, 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

Diane DesJardins, (hereinafter referred to as the "Homeless Training Assistant")

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

TERM

Whereas, the Board, in consideration of the promises herein contained of the Homeless Training Assistant, hereby employs, and the Homeless Training Assistant hereby accepts employment as the Homeless Training Assistant for the Brick Township Board of Education, for a term commencing November 20, 2009 and running through the date of June 30, 2010.

DUTIES AND RESPONSIBILITIES

The duties to be performed by the Homeless Training Assistant 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 Homeless Training Assistant shall devote his time, attention and energy to the business of the school district. However, he may seek additional forms of compensation outside of the district. All duties assigned to the Homeless Training Assistant should be consistent with the professional role and responsibility of the Homeless Training Assistant, 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 seven and one half (7.5) hours per day, plus a one half (1/2) hour lunch period. The summer time workweek shall be four (4) days per week, Monday through Thursday. Sick, Vacation, and Personal days utilized during this period will be charged as 1 day, or in other words seven (7) hours of sick, vacation or personal time for every 7 hour workday.

COMPENSATION

During the term of this Employment Contract, including any extensions thereof, the Homeless Training Assistant 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 Homeless Training Assistant, 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 Homeless Training Assistant 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 Homeless Training Assistant.

- A. Salary: The salary rate shall be paid to the Homeless Training Assistant in accordance with the schedule of salary payments of the Board. The Board shall pay the Homeless Training Assistant an annual salary rate of Thirty Six Thousand Four Hundred Thirteen (\$36,413), for the period of November 20, 2009 through June 30, 2010.

B. Vacation/Holidays: The Homeless Training Assistant shall be granted twenty (20) paid vacation days annually pro-rated and earned at 1 2/3 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 Assistant 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 Homeless Training Assistant shall not take more than ten (10) working days, as vacation days, in a row without prior approval of the Superintendent. The Superintendent's office shall be responsible for maintaining written documentation of the Homeless Training Assistant's earned and accrued vacation days. In the event the Homeless Training Assistant retires or resigns during the year, vacation days earned shall be pro-rated for that year. In the event of death of the Homeless Training Assistant all accumulated earned and accrued vacation days shall be paid to the estate of the Homeless Training Assistant at the Homeless Training Assistant's then current per-diem rate of pay. The per-diem rate of pay shall be 1/260th. The Homeless Training Assistant shall be entitled to all holidays in the school year that are given to certified staff members. If the Homeless Training Assistant 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.

C. Sick Leave: The Homeless Training Assistant shall be allowed fifteen (12) days sick leave annually. The Homeless Training Assistant shall carry over 127 accumulated sick time from her previous position in the Brick Schools. 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 reimburse the Homeless Training Assistant for unused, accrued sick leave time. Leave due to serious illness that prevents the performance and function of the requirements of the position this employee shall use, to the extent that it exists, accrued sick leave days prior to or following the utilization of leave under the Federal Family and Medical Leave Act.

D. Personal Leave: Three (3) days shall be allowed each year for personal business that cannot be conducted outside of school hours. Personal business days shall be approved by the Assistant Superintendent. Unused personal days will accumulate as sick days at the end of each school year. Requests for personal days must be submitted five (5) days in advance.

E. Bereavement Leave: The Homeless Training Assistant shall be entitled to paid bereavement leave in the event of the death of a member of his immediate family for up to four (4) days, to be utilized within a two-week period commencing on the date of death without loss of pay. Immediate family shall include husband, child, mother, father, step mother, step father, mother-in-law, father-in-law, grandfather, grandfather-in-law, step grandfather, grandmother, grandmother-in-law, step grandmother, brother, stepbrother, brother-in-law, sister, stepsister, sister-in-law. Up to one (1) school day within a two-week period commencing with the event of death of an aunt, aunt-in-law, uncle, uncle-in-law, niece, step-niece, nephew or step-nephew shall be allowed without loss of pay.

F. Benefits: The Board of Education shall pay full premium of insurance protection for the Homeless Service Training Assistant and her family, including Point of Service/HMO health care insurance, dental and prescription plan. 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 Homeless Service Training Assistant is utilizing FMLA/NJFLA. The prescription plan provided by the Board shall be a co-pay prescription plan. The co-payment shall be zero dollars for generic drugs and fifteen (\$15.00) dollars for brand name drugs for retail and mail order prescriptions. The dental insurance provided by the Board will be equal to or better than the dental insurance in effect as of June 30, 2009.

G. Deferred Compensation: The Homeless Service Training Instructor 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 Homeless Training Assistant'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 Homeless Training Assistant of employment history, educational and professional credentials, and criminal background;
- d) Incapacity of the Homeless Training Assistant to perform all the responsibilities of a full-time Homeless Training Assistant;

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 Homeless Training Assistant, or by a lawful order of a court of competent jurisdiction.

PERSONNEL RECORDS

The Homeless Training Assistant shall have the right, upon request, to review the contents of her personnel file and to receive copies at Board expense of any documents contained therein. She shall be entitled to have a representative accompany him during such review. At least once every year, the Homeless Training Assistant shall have the right to indicate those documents or other materials in his file that she believes to be obsolete or otherwise inappropriate to retain. Upon the agreement with the Business Administrator, such documents identified by her shall be destroyed. No material derogatory to the Homeless Training Assistant's conduct, service, character or personality shall be placed in her file unless she has had an opportunity to review the material. The Business Administrator shall acknowledge that the Homeless Training Assistant has had the opportunity to review such material by affixing his signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The Homeless Training Assistant shall also have the right to submit a written response or rebuttal to such material.

WHEREAS, the Homeless Training Assistant 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 November 19, 2009, 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.

Diane DesJardins
Homeless Training Assistant

Date: _____

BRICK TOWNSHIP BOARD OF
EDUCATION

Daniel J. Woska
President

Date: _____

WITNESS

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