

**Employment Contract
for the
Co-Executive Director of Data Processing**

This Employment Contract is made and entered into agreement on May 20, 2021, 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-Executive Director of Data Processing")

WHEREAS, Board of Education desires to provide the Co-Executive Director of Data Processing with a written Employment Contract in order to describe, specifically, the relationship between the Board of Education and the Co-Executive Director of Data Processing, 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-Executive Director of Data Processing, for the consideration herein specified, agree as follows;

TERM

Whereas, the Board, in consideration of the promises herein contained of the Co-Executive Director of Data Processing, hereby employs, and the Co-Executive Director of Data Processing hereby accepts employment as the Co-Executive Director of Data Processing for the Brick Township Board of Education, for a term commencing July 1, 2021 and running through the date of June 30, 2022. Should this position be negotiated into a collective bargaining unit at any time within the duration of this contract, all terms of this current existing contract will be null and void as of the date of the transition to the collective bargaining unit. The employee in this title will assume all contract term and conditions as set forth in the new collective bargaining agreement.

DUTIES AND RESPONSIBILITIES

The duties to be performed by the Co-Executive Director of Data Processing 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-Executive Director of Data Processing shall devote his time, attention and energy to the business of the school district. All duties assigned to the Co-Executive Director of Data Processing should be consistent with the professional role and responsibility of the Co-Executive Director of Data Processing, 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 (8) hours per day, Monday through Thursday, with a daily lunch of one half hour (included in the work day).

COMPENSATION

The Co-Executive Director of Data Processing 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-Executive Director of Data Processing, 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-Executive Director of Data Processing 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-Executive Director of Data Processing in accordance with the schedule of salary payments of the Board. The Board shall pay the Co-Executive Director of Data Processing an annual salary rate of one hundred forty-five thousand nine hundred twenty-five dollars (\$145,925) for the period of July 1, 2021 through June 30, 2022.
- B. Cell Phone: The Co-Executive Director of Data Processing, at his own cost and expense, shall be required to have and maintain a cellular telephone for business purposes.
- C. Vacation/Holidays: The Co-Executive Director of Data Processing shall be granted twenty (20) paid vacation days annually. A maximum of twenty (20) unused vacation days may be carried over from one year to the next with prior approval from the Superintendent. The Co-Executive Director of Data Processing 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-Executive Director of Data Processing's earned and accrued vacation days. In the event the Co-Executive Director of Data Processing retires or resigns during the year, vacation days earned shall be pro-rated for that year. In the event of death of the Co-Executive Director of Data Processing all accumulated earned and accrued vacation days shall be paid to the estate of the Co-Executive Director of Data Processing at the then current per-diem rate of

pay. The per-diem rate of pay shall be 1/260th. The Co-Executive Director of Data Processing shall be entitled to all holidays in the school calendar. If the Co-Executive Director of Data Processing 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-Executive Director of Data Processing 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-Executive Director of Data Processing 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-Executive Director of Data Processing 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-Executive Director of Data Processing 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-Executive Director of Data Processing and his family, which insurance shall include health care insurance, dental insurance and a prescription plan as set forth in the BTEA contract. 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-Executive Director of Data Processing 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-Executive Director of Data Processing's permanent separation from employment, coverage under the Board's health-care plans shall cease on the last day of employment in which Co-Executive Director of Data Processing's permanent separation occurred. If the Co-Executive Director of Data Processing 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, 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-Executive Director of Data Processing 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 in the course of District business, the Board shall reimburse the Co-Executive Director of Data Processing for all tolls, parking fees and mileage expenses at maximum established by applicable State law as may be amended from time to time.
- J. Conferences/Workshops: The Co-Executive Director of Data Processing 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-Executive Director of Data Processing 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-Executive Director of Data Processing 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-Executive Director of Data Processing of employment history, educational and professional credentials or criminal background;
- d) Incapacity of the Co-Executive Director of Data Processing to perform all the responsibilities of a full-time Co-Executive Director of Data Processing.

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-Executive Director of Data Processing, or by a lawful order of a court of competent jurisdiction.

PERSONNEL RECORDS

The Co-Executive Director of Data Processing 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-Executive Director of Data Processing shall also have the right to submit a written response or rebuttal to such material.

WHEREAS, the Co-Executive Director of Data Processing 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 20th day of May and in the year 2021 as first above written.



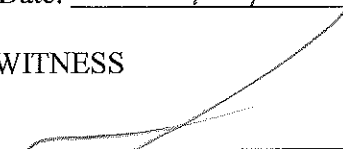
James Baio
Co-Executive Director of Data Processing
Date: 5/24/2021

BRICK TOWNSHIP BOARD OF EDUCATION



Stephanie Wohlrab
President
Date: 5/21/2021

WITNESS



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