

EMPLOYMENT CONTRACT 2014-2015

The Board of Education of the Borough of Neptune City School District in the County of Monmouth, hereinafter "Board" and Lisa Emmons, hereinafter "Child Study Team Supervisor/LDTC/Anti-Bullying Specialist" hereby enter into this Employment Contract for the school year 2014-15.

THIS EMPLOYMENT CONTRACT replaces and supersedes all prior Employment Contracts between the parties hereto. Signature of this Contract constitutes assent to a rescission of any and all prior contracts, as well as agreement to the terms herein. The parties acknowledge that this Contract must be approved by the Monmouth County Executive County Superintendent in accordance with applicable law and regulation.

1. COMPENSATION

- a. The Board hereby employs the Child Study Team Supervisor/LDTC/Anti-Bullying Specialist for the period July 1, 2014 through June 30, 2015 at an annual salary of \$87,180.00. Included in the \$87,180.00 is \$1,500.00 for "Anti-Bullying Specialist". This annual salary will be paid in equal installments in accordance with the Board's regular payroll schedule.

2. SALARY DEDUCTIONS

- a. The following compulsory deductions will be made from the employee's paycheck: Federal Income Tax; State Income Tax; FICA; State Unemployment; New Jersey Public Employees Retirement System/Teacher's Pension and Annuity Fund.
- b. Optional deductions will be made from the employee's paycheck upon written authorization by the employee and approved by the Board.

3. WORK DAY

The workday for the Child Study Team Supervisor/LDTC/Anti-Bullying Specialist shall be similar to other administrative personnel except that it is understood that the Child Study Team Supervisor/LDTC/Anti-Bullying Specialist is employed for specific tasks and is expected to work beyond the regular workday in order to accomplish such tasks when necessary. Such employment shall be considered part of the contract and no additional remuneration shall be provided.

4. PERFORMANCE

The Child Study Team Supervisor/LDTC/Anti-Bullying Specialist agrees to faithfully perform the duties of the position as set forth in the job description for the position, and in accordance with all applicable laws, regulations, policies and directives.

5. **VACATION**

- a. The Child Study Team Supervisor/LDTC/ Anti-Bullying Specialist shall be entitled to Fifteen (15) vacation days per school year.
- b. Up to one year's vacation entitlement may be carried over into the next year for use in future years.
- c. In figuring vacations, Saturdays, Sundays, and legal holidays shall not be counted.
- d. In case of any year in which the Child Study Team Supervisor/LDTC/ Anti-Bullying Specialist retires, resigns or dies, vacation days earned shall be pro-rated for that year.
- e. Unused vacation days shall be converted to a cash payment at the time of retirement, severance, or death not to exceed the sum of the vacation days carried over plus the current year entitlement. Calculation of payment amount shall be based upon 1/260 of annual salary. In case of death said payment shall be made to the Child Study Team Supervisor/LDTC/ Anti-Bullying Specialist estate.

6. **HOLIDAYS**

- a. The Child Study Team Supervisor/LDTC/ Anti-Bullying Specialist shall be entitled to time off with pay on the following holidays:
 - Independence Day
 - Labor Day
 - Columbus Day
 - Thanksgiving Day
 - Christmas Day
 - New Year's Day
 - President's Day
 - Good Friday
 - Memorial Day
- b. In addition, the Child Study Team Supervisor/LDTC/ Anti-Bullying Specialist will be entitled to such other days off with pay as are established in the school calendar, as approved by the Board.

7. **PERSONAL LEAVE**

- a. The Child Study Team Supervisor/LDTC/ Anti-Bullying Specialist shall be entitled to four (4) personal days with pay. Unused personal days will be converted to sick days at the rate of one (1) sick day for each unused personal day.
- b. The Child Study Team Supervisor/LDTC/ Anti-Bullying Specialist shall be entitled to (3) days off with pay for the death of a relative not residing in the household.
- c. The Child Study Team Supervisor/LDTC/ Anti-Bullying Specialist shall be entitled to (5) days off with pay for the death of an immediate family member (spouse, children, and other members of the same home; grandchildren; mother, father, father in law and mother in law).

8. **SICK LEAVE**

- a. The Child Study Team Supervisor /LDTC / Anti-Bullying Specialist shall be entitled to twelve (12) sick days per year with pay.
- b. Unused sick days shall be accumulative without limit.
- c. Upon retirement or termination the Board shall provide compensation for accumulated sick leave days per the following schedule:

YEARS OF SERVICE IN DISTRICT

| | |
|--------------------|-------------------------------------|
| Less than 10 years | 25% of per diem rate then in effect |
| After 10 years | 30% of per diem rate then in effect |
| After 15 years | 35% of per diem rate then in effect |
| After 20 years | 45% of per diem rate then in effect |
| After 25 years | 50% of per diem rate then in effect |

(per diem = 1/260 of annual salary)

Reimbursement for sick days shall be consistent with the law in effect at the time this Contract is signed. Such payment is subject to a maximum of \$7,500.00. Accumulated unused sick leave compensation shall not be paid to the Child Study Team Supervisor /LDTC / Anti-Bullying Specialist's estate or beneficiaries in the event of death prior to retirement.

9. **INSURANCE**

The Child Study Team Supervisor /LDTC / Anti-Bullying Specialist shall be entitled to the following insurance benefits:

- a. Enrollment in the district's hospitalization and medical insurance program, prescription insurance program and dental insurance program for her and her dependents.
- b. The premium for the above coverage shall be paid by the Board. In accordance with State law (P.L. 2011 c.78), the Child Study Team Supervisor /LDTC / Anti-Bullying Specialist shall contribute to the cost of insurance in accordance with the formula detailed in Section 39 of the law.
- c. The Board shall provide the Child Study Team Supervisor /LDTC / Anti-Bullying Specialist with a vision care program for her and her dependents. At the option of the Board, in lieu of a private plan, they may reimburse the Child Study Team Supervisor /LDTC / Anti-Bullying Specialist for actual vision care expenses not to exceed \$600.00 per year.

10. **AUTOMOBILE EXPENSES**

- a. The Board agrees to reimburse the **.31 per mile** for the use of her personal automobile for school related travel. All expenses related to the vehicle shall be the responsibility of the Child Study Team Supervisor /LDTC / Anti-Bullying Specialist
- b. In addition, all tolls and parking fees shall be reimbursed by the Board after supporting documentation is submitted.

11. **TERMINATION**

a. 1. The Child Study Team Supervisor/LDTC/Anti-Bullying Specialist shall provide the district with not less than sixty (60) days notice of intent to resign and six (6) months notice of intent to retire. Notice shall be in writing to both the Board President and the Chief School Administrator.

2. The Board may request the resignation of the Child Study Team Supervisor/LDTC/Anti-Bullying Specialist effective no less than sixty (60) days after the request is submitted in writing to the Child Study Team Supervisor/LDTC/Anti-Bullying Specialist. In that event, or in the event the parties agree to terminate this Contract prior to its expiration date, and to relieve the Child Study Team Supervisor/LDTC/Anti-Bullying Specialist from the actual performance of her duties, upon the approval of the Commissioner of Education, the Board shall compensate the Child Study Team Supervisor/LDTC/Anti-Bullying Specialist for either three (3) months salary or the remaining salary due to completion of this Contract, whichever is less, minus compensation from any and all other employment. It is understood that the Child Study Team Supervisor/LDTC/Anti-Bullying Specialist must make a good faith effort to find employment elsewhere as soon as possible and prior to the expiration date of the within Contract. The salary received by the Child Study Team Supervisor/LDTC/Anti-Bullying Specialist in such employment shall be deducted from the payments made to the Child Study Team Supervisor/LDTC/Anti-Bullying Specialist by the Board. Insurance benefits will be adjusted to reflect coverage, if any, in the new position.

b. This Contract shall terminate, the Child Study Team Supervisor/LDTC/Anti-Bullying Specialist's employment will cease, and no compensation shall thereafter be paid, under any one of the following circumstances:

1. Failure to possess/obtain proper certification;
2. Revocation or suspension of the Child Study Team Supervisor/LDTC's certificate, in which case this Contract shall be null and void as of the date of revocation, as required by *N.J.S.A. 18A:17-15.1*;
3. Forfeiture under *N.J.S.A. 2D:51-2*;
4. Mutual agreement of the parties.
5. Misrepresentation of employment history, educational and professional credentials, and criminal background.

c. In the event the Child Study Team Supervisor/LDTC/Anti-Bullying Specialist is arrested and charged with a criminal offense,

which could result in forfeiture under *N.J.S.A. 2C:51-2*, the Board reserves the right to suspend her pending resolution of the criminal charges. Such suspension shall be with pay prior to indictment, and may be with or without pay, at the Board's discretion, subsequent to indictment, unless the Board certifies contractual tenure charges.

- d. Nothing in this Contract shall affect the Board's rights with regard to suspension under *N.J.S.A. 18A:6-8.3* and applicable case law.
- e. The Child Study Team Supervisor/LDTC/Anti-Bullying Specialist shall not be dismissed or reduced in compensation during the term of this Contract, except as authorized by paragraphs B. and C. *supra*, and *N.J.S.A. 18A:17-20.2*, provided, however, that the Board shall have the authority to relieve the Child Study Team Supervisor/LDTC/Anti-Bullying Specialist of the performance of her duties in accordance with *N.J.S.A. 18A:27-9*, so long as it continues to pay his salary and benefits for the duration of the term. The parties understand that any early termination must comply with the provisions of *P.L. 2007, c. 53, The School District Accountability Act*.

12. **PROFESSIONAL ASSOCIATIONS**

The Board agrees to pay all dues and fees on behalf of the Child Study Team Supervisor/LDTC/Anti-Bullying Specialist to the Professional Associations for her to participate as a Child Study Team Supervisor/LDTC/Anti-Bullying Specialist.

13. **PROFESSIONAL DEVELOPMENT**

- a. The Board shall reimburse the Child Study Team Supervisor/LDTC/Anti-Bullying Specialist for any professional development courses necessary for the Child Study Team Supervisor/LDTC/Anti-Bullying Specialist to meet the Department of Education's mandate for professional development, up to \$225.00 per credit, contingent upon receiving credit for the course, to a maximum of nine (9) credit hours in any year. All courses must be approved by the CSA.

The Board shall pay for the Child Study Team Supervisor/LDTC/Anti-Bullying Specialist's Convention expenses upon approval of the Board of Education. The Child Study Team Supervisor/LDTC/Anti-Bullying Specialist shall be eligible to attend one local in state convention every year. Registration, travel and hotel accommodations shall be paid by the Board. Any other expenses incurred shall be reimbursed in accordance with Board Policy.

Reimbursement or payment for such expenses shall be made in accordance with *P.L. 2007, c. 53, The School District Accountability Act* and affiliated regulations, and the Board policies. Other expenses incurred shall be reimbursed in accordance with Board policy and NJ Department of Education and federal regulations.

14. **CERTIFICATION.**

The parties acknowledge that the Child Study Team Supervisor/LDTC/Bullying Specialist possesses a certificate of eligibility. If, at any time during the term of this Contract, the Child Study Team Supervisor/LDTC/Anti-Bullying Specialist's certification(s) is revoked, this Contract shall be null and void as of the date of the revocation.

15. **EVALUATION.**

- a. Right to Full Knowledge: The Board of Education and the CSA subscribe to the principal that an employee has the right to full knowledge regarding the judgment of her superiors respecting the effectiveness of her performance and that further, she is entitled to receive such recommendations that will assist her in increasing the effectiveness of her performance.
- b. An evaluation instrument and evaluation procedure shall be constructed and utilized for the future. The Child Study Team Supervisor/LDTC/Anti-Bullying Specialist shall be informed and she shall review the evaluation procedures in regard to new demands being placed upon the Child Study Team Supervisor/LDTC/Anti-Bullying Specialist and make recommendations to the CSA. The evaluation process of the Child Study Team Supervisor/LDTC/Anti-Bullying Specialist must be completed by May 31st of each school year.

16. **COMPLETE AGREEMENT.**

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

17. **SAVINGS CLAUSE.**

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

18. **RELEASE OF PERSONNEL INFORMATION/PERSONNEL RECORDS.**

The Child Study Team Supervisor/LDTC/Anti-Bullying Specialist 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 her during such review. At least once every year, the Child Study Team Supervisor/LDTC/Anti-Bullying Specialist shall have the right to indicate

those documents and/or other materials in her file that she believes to be obsolete or otherwise inappropriate to retain; and, upon final approval of the Board, such documents identified by her shall be destroyed.

No material derogatory to the Child Study Team Supervisor/LDTC/Anti-Bullying Specialist's conduct, service, character, or personality shall be placed in her personnel file unless she has had an opportunity to review the material. The Child Study Team Supervisor/LDTC/Anti-Bullying Specialist shall acknowledge that she 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 Child Study Team Supervisor/LDTC/Anti-Bullying Specialist shall also have the right to submit a written answer to such material.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 20__.

FOR THE BOARD

FOR THE Child Study Team
Supervisor/LDTC/Anti-Bullying
Specialist

Name Position

Name Position

Name Position