

EMPLOYMENT CONTRACT 2020-2021

The Board of Education of the Borough of Neptune City School District in the County of Monmouth, hereinafter "Board" and Lonjete Nias, hereinafter "Supervisor of Special Services/Social Worker" hereby enter into this Employment Contract for the school year 2020-2021.

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.

COMPENSATION

The Board hereby employs the Supervisor of Special Services/Social Worker for the period July 1, 2020 through June 30, 2021 at an annual salary of \$84,048. This annual salary will be paid in equal installments in accordance with the Board's regular payroll schedule.

The Supervisor of Special Services/Social Worker is an eleven month position, working a total 5 weeks during July/August.

SALARY DEDUCTIONS

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.

Optional deductions will be made from the employee's paycheck upon written authorization by the employee and approved by the Board.

WORK DAY

The workday for the Supervisor of Special Services/Social Worker shall be similar to other administrative personnel except that it is understood that the Supervisor of Special Services/Social Worker 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.

WORK YEAR

The work year of the Supervisor of Special Services/Social Worker shall be from July 1st through June 30th and shall be made up of work days, vacation days, holidays, sick days, personal days and non-work days. Non-work days are non-compensated days when the Supervisor of Special Services/Social Worker is not required to report to work unless directed by the Superintendent.

PERFORMANCE

The Supervisor of Special Services/Social Worker 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.

VACATION

The Supervisor of Special Services/Social Worker cannot take vacation the week prior to the start of the school year.

The Supervisor of Special Services/Social Worker shall be entitled to ten (10) vacation days per school year.

In figuring vacations, Saturdays, Sundays, and legal holidays shall not be counted.

In case of any year in which the Supervisor of Special Services/Social Worker retires, or dies, vacation days earned shall be pro-rated for that year.

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 1/240 of annual salary. In case of death said payment shall be made to the Supervisor of Special Services/Social Worker's estate.

HOLIDAYS

The Supervisor of Special Services/Social Worker 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
Presidents' Day
Good Friday
Memorial Day

In addition, the Supervisor of Special Services/Social Worker will be entitled to such other days off with pay as are established in the school calendar, as approved by the Board.

PERSONAL LEAVE

The Supervisor of Special Services/ Social Worker shall be entitled to three (3) personal days with pay. A maximum of three (3) unused personal days will be converted to sick days at the rate of one (1) sick day for each unused personal day.

The Supervisor of Special Services/Social Worker shall be entitled to (5) days off with pay for the death of an immediate family member (spouse, children, and other immediate family member such as spouse, children, and other members of the same home; grandchildren; mother, father, father-in-law and mother-in-law. The Supervisor of Special Services/Social Worker shall be entitled to (3) days off with pay for the death of a relative not residing in the household.

SICK LEAVE

The Supervisor of Special Services/Social Worker shall be entitled to eleven (11) sick days per year with pay. Unused sick days shall be accumulative without limit. Upon retirement the Board shall provide compensation for accumulated sick leave days per the following schedule:

YEARS OF SERVICE IN DISTRICT

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 is calculated at 1/240 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 \$15,000. Payment shall be made to the 403B plan of the Supervisor of Special Services/Social Worker within thirty (30) days of retirement. Accumulated unused sick leave compensation shall not be paid to the Supervisor of Special Services/Social Worker's estate or beneficiaries in the event of death prior to retirement.

INSURANCE

The Supervisor of Special Services/Social Worker shall be entitled to the following insurance benefits:

Enrollment in the district's hospitalization and medical insurance program, prescription insurance program and dental insurance program for her and her dependents.

The premium for the above coverage shall be paid by the Board. In accordance with State law (P.L. 2011 c.78), the Supervisor of Special Services/Social Worker shall contribute to the cost of insurance in accordance with the formula detailed in Section 39 of the law.

HEALTH WAIVER

Upon providing proof of coverage under a health plan, the Supervisor of Special Services/Social Worker may opt out of the health benefits and prescription program offered by the District. If health coverage is waived, the Supervisor of Special Services/Social Worker is eligible for an 'Opt Out' payment not to exceed \$5,000 per year. Payments for Opt Out Waivers are in June. Opt Out Waivers do not roll over into the next school year. A Waiver Form must be submitted to the Payroll Department each year.

VISION COVERAGE

The Board agrees to reimburse up to a total of \$300 yearly for vision coverage. Reimbursement will be made after receipt of payment is submitted.

AUTOMOBILE EXPENSES

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 Supervisor of Special Services/Social Worker.

In addition, all tolls and parking fees shall be reimbursed by the Board after supporting documentation is submitted.

TERMINATION

The Supervisor of Special Services/Social Worker 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

The Board may request the resignation of the Supervisor of Special Services/Social Worker effective no less than sixty (60) days after the request is submitted in writing to the Supervisor of Special Services/Social Worker. In that event, or in the event the parties agree to terminate this Contract prior to its expiration date, and to relieve the Supervisor of Special Services/Social Worker from the actual performance of her duties, upon the approval of the Commissioner of Education, the Board shall compensate the Supervisor of Special Services/Social Worker 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 Supervisor of Special Services/Social Worker 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 Supervisor of Special Services/Social Worker in such employment shall be deducted from the payments made to the Supervisor of Special Services/Social Worker by the Board. Insurance benefits will be adjusted to reflect coverage, if any, in the new position.

This Contract shall terminate, the Supervisor of Special Services/Social Worker's employment will cease, and no compensation shall thereafter be paid, under any one of the following circumstances:

- Failure to possess/obtain proper certification;
- 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;
- Forfeiture under N.J.S.A. 21):51-2;
- Mutual agreement of the parties.
- Misrepresentation of employment history, educational and professional credentials, and criminal background.

In the event the Supervisor of Special Services/Social Worker is arrested and charged with a criminal offense, which could result in forfeiture under N.I.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. In the event the Board certifies tenure charges, suspension shall be without pay for the period of time prescribed by law.

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.

The Supervisor of Special Services/Social Worker 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 Supervisor of Special Services/ Social Worker of the performance of her duties in accordance with 18A:27-9, so long as it continues to pay her 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.

PROFESSIONAL ASSOCIATIONS

The Board agrees to pay all dues and fees to the Professional Associations for her to participate as a Supervisor of Special Services/Social Worker and the New Jersey Principals and Supervisors Association.

PROFESSIONAL DEVELOPMENT

The Board shall reimburse the Supervisor of Special Services/Social Worker for any professional development courses necessary for the Supervisor of Special Services/Social Worker 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 Supervisor of Special Services/Social Worker's Convention expenses upon approval of the Board of Education. The Supervisor of Special Services/Social Worker 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.

CERTIFICATION

The parties acknowledge that the Supervisor of Special Services/Social Worker possesses a certificate of eligibility. If, at any time during the term of this contract, the Supervisor of Special Services/Social Worker's certification(s) is revoked, this Contract shall be null and void as of the date of the revocation.

EVALUATION

Right to Full Knowledge: The Board of Education and the CSA subscribe to the principle 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.

An evaluation instrument and evaluation procedure shall be constructed and utilized for the future. The Supervisor of Special Services/Social Worker shall be informed and she shall review the evaluation procedures in regard to new demands being placed upon the Supervisor of Special Services/Social Worker and make recommendations to the CSA. The evaluation process of the Supervisor of Special Services/Social Worker must be completed by May 31st of each school year.

COMPLETE AGREEMENT

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

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.

RELEASE OF PERSONNEL INFORMATION/PERSONNEL RECORDS

The Supervisor of Special Services/Social Worker 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 Supervisor of Special Services/Social Worker 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 Supervisor of Special Services/Social Worker's conduct, service, character, or personality shall be placed in her personnel file unless she has had an opportunity to review the material. The Supervisor of Special Services/Social Worker 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 Supervisor of Special Services/Social Worker 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
1st day of July, 2020.

LONJETE NIAS

BOARD PRESIDENT

BUSINESS ADMINISTRATOR