

CONTRACT OF EMPLOYMENT

THIS CONTRACT OF EMPLOYMENT is made and entered into this 23rd day of April, 2021, by and between the **BOARD OF EDUCATION OF MONMOUTH BEACH**, with offices located at 7 Hastings Place, Monmouth Beach, New Jersey (hereinafter "the Board")

and

CHRIS AVILES, whose position is to be the Technology and Innovation Instructional Specialist (hereinafter "Technology Specialist").

WITNESSETH

THIS CONTRACT OF EMPLOYMENT replaces and supersedes all prior Contracts of Employment between the parties thereto. Signature of this Contract of Employment constitutes assent to a rescission of any and all prior Contracts of Employment as well as agreement to the terms herein.

WHEREAS, the Board and the Technology Specialist believe that a written Contract of Employment is necessary to specifically describe their relationship and to serve as the basis of effective communication between them; and

WHEREAS, the Board offered Mr. Aviles the position of Technology Specialist, and he has accepted the Board's offer; and

WHEREAS, the Board approved the terms of this Contract of Employment by a vote of its members at a regularly scheduled meeting on March 18 2021, and has authorized the President of the Board to execute this Contract of Employment.

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

1. **TERM**

The Board hereby agrees to employ Chris Aviles in the 10-month position of Technology and Innovation Instructional Specialist of the Board of Education of Monmouth Beach for the period beginning on September 1, 2021 and expiring at midnight on June 30, 2022. The Technology Specialist shall follow the same Board approved 10-month reporting schedule as District Teachers.

2. **CERTIFICATION AND RESPONSIBILITIES**

A. Certification:

The parties acknowledge that in accordance with the District's Board approved job

description, the Technology Specialist is not required to hold any New Jersey Department of Education certifications or endorsements for the position of Technology and Innovation Instructional Specialist. Pursuant to the District's job description, the Technology Specialist is required to hold certain technology-based certifications for the position. In the event the Technology Specialist ceases to hold the technology-based certifications required by the District's job description, this Contract of Employment is null and void as of the date the required certification was no longer held.

The Technology Specialist further agrees to comply with all other legal requirements respecting the employment of a Technology Specialist.

B. Duties:

All duties assigned to the Technology Specialist should be appropriate to and consistent with the professional role and responsibility of the Technology Specialist, and shall be set by Board policy and in the Job Description for the position of Technology and Innovation Instructional Specialist which may be modified from time to time, consistent with the intent set forth above.

3. **PROFESSIONAL GROWTH OF TECHNOLOGY SPECIALIST**

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

- A. The operations, programs and other activities conducted or sponsored by local, state, and national school administrator and/or school board associations, including but not limited to, conferences, conventions, and workshops;
- B. Seminars and courses offered by public or private educational institutions;
- C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Technology Specialist to perform his professional responsibilities for the Board;
- D. Visits to other institutions;
- E. State-mandated continuing education; and
- F. Other activities promoting the professional growth of the Technology Specialist.

Expenses for meals, lodging, registration, and transportation for conventions of recognized educational associations, workshops, seminars, and institutes to enhance the Technology Specialist's knowledge and expertise in the field of education and administration shall be paid for/reimbursed by the Board in accordance with law. All such payments or reimbursements shall not exceed an annual maximum of One Thousand Dollars (\$1,000.00),

shall be made in accordance with OMB travel circular provisions, the general requirements of N.J.S.A. 18A:11-12, Board policy, and upon prior approval of the Superintendent/Principal and the Board. The Technology Specialist shall follow Board policy and applicable law in supplying the necessary documentation for reimbursement.

4. **COMPENSATION**

A. Salary:

For the 2021-2022 school year, the Board shall pay the Technology Specialist an annual salary of Eighty-Five Thousand Dollars (\$85,000.00) for the 10-month position.

The annual salary shall be paid to the Technology Specialist in accordance with the payroll schedule for other certified employees.

B. Other Provisions:

During the term of this Contract of Employment, including any extension thereof, the Technology Specialist shall not be reduced in compensation, including salary and benefits. Any adjustment in salary made during the life of this Contract of Employment shall be in the form of an amendment, and shall not be deemed that the Board and the Technology Specialist have entered into a new Contract of Employment.

5. **BENEFITS**

A. Vacation Days/Holidays:

The Technology Specialist and the Board acknowledge that this position is a 10-month position, and therefore, the Technology Specialist shall follow the same Board approved 10-month reporting schedule as District Teachers. The Technology Specialist shall not receive additional vacation days or holidays from those set forth in the Board approved 10-month reporting schedule for District Teachers.

B. Personal Days:

The Technology Specialist shall be granted three (3) personal days, without loss of salary, calculated and prorated on an annualized basis, all of which shall be available to the Technology Specialist at the start of the Contract of Employment. Personal days shall be used to conduct personal business during the school day. Personal days may be taken during the school year with the prior permission of the Superintendent/Principal. Personal days shall not be taken on the school day immediately preceding a holiday or school closure or the school day immediately following a holiday or school closure, and may only be taken in that fashion upon the express written prior approval of the Superintendent/Principal. In all cases, as much advance notice as possible of the request to take personal time will be given by the Technology Specialist. Personal day usage shall be reflected on time-off slips filed with the Superintendent/Principal and the Board Secretary. Unused personal days at

the end of the Contract of Employment year shall convert to sick days and accumulate in accordance with law. In no case shall the Technology Specialist accumulate more than fifteen (15) sick days in any given Contract of Employment year.

C. Bereavement Leave:

The Technology Specialist shall be entitled to a maximum of five (5) bereavement days with pay, for the purpose of attending to matters following a death in the Technology Specialist's immediate family. The term "immediate family" shall be defined as the Technology Specialist's spouse/partner, children, parents, grandparents, brothers, sisters, mother-in-law, father-in-law, son-in-law, daughter-in-law, and other blood relatives of the Technology Specialist residing in the Technology Specialist's home and totally dependent on the Technology Specialist for support. Upon the death of a brother-in-law, sister-in-law, aunt or uncle, the Technology Specialist may have one (1) day to attend funeral services.

D. Family Illness Days

The Technology Specialist shall be granted four (4) family illness days, without loss of salary, calculated and prorated on an annualized basis, all of which shall be available to the Technology Specialist at the start of the Contract of Employment.

E. Health Benefits:

The Board shall provide health benefits coverage (including Medical, Dental, Prescription and Vision coverage) for the Technology Specialist, his spouse, and his dependents. With respect to medical and prescription coverage, the Technology Specialist shall be responsible for contributing an amount established by P.L. 2020, Chapter 44. With respect to dental and vision coverage, the Technology Specialist shall be responsible for contributing an amount established by P.L. 2011, Chapter 78 (Tier IV) toward the payment of dental and vision benefit premiums. The contributions shall be made through payroll deduction.

The Technology Specialist may voluntarily waive health benefit coverage in any of the health benefit plans if covered through a spouse, civil union or domestic partner's health plan, and in accordance with procedures established by the Board. The Technology Specialist will be paid the lesser of twenty-five percent (25%) or Five Thousand Dollars (\$5,000.00) of the cost of said coverage for waiving such coverage. Waiver payments paid for less than one year shall be prorated.

F. Sick Leave:

The Technology Specialist shall be granted ten (10) sick days annually, calculated and prorated on an annualized basis, all of which shall be available to the Technology Specialist at the start of the Contract of Employment. The unused portion of such leave, at the end of any year, shall be cumulative in accordance with law.

G. Membership Fees:

Upon the prior approval of the Superintendent/Principal and the Board as to the professional organization, the Board shall pay for the Technology Specialist's membership fees and/or charges, not to exceed the maximum amount of up to Two Hundred Fifty Dollars (\$250.00) to professional organizations.

H. Expense Reimbursement:

The Board shall reimburse the Technology Specialist for expenses incurred for travel and sustenance in the performance of the Technology Specialist's duties under this Contract of Employment in accordance with law. The Technology Specialist shall be reimbursed for actual mileage when using his personal vehicle for Board business, not including commuting expenses, in accordance with law. Mileage shall be paid from mileage vouchers according to "New Jersey Office of Management and Budget" rates per mile. The Technology Specialist shall be reimbursed for expenses at a maximum amount of Two Hundred Fifty Dollars (\$250.00) per Contract of Employment year, pursuant to Board policy, upon prior approval of the Superintendent/Principal and the Board, and pursuant to N.J.S.A.18A:11-12 and regulations promulgated thereunder.

I. Personal Notebook Computer:

The Board shall provide the Technology Specialist with a personal notebook computer to be used for "Board business purposes" when working outside the District. It is understood that the personal notebook computer shall remain the property of the District and shall be returned to the District at either the end of the Contract of Employment or upon the Technology Specialist's termination of employment with the District, whichever occurs first.

J. Tuition Reimbursement:

The Board recognizes the value of ongoing professional development and shall reimburse the Technology Specialist for tuition costs of up to One Thousand Two Hundred Dollars (\$1,200.00) per school year, to be applied to a maximum of up to two (2) courses per school year. Courses shall receive the prior written approval of the Superintendent/Principal, and must be directly related to the Technology Specialist's assignment in the District. Tuition reimbursement shall not be granted unless the Technology Specialist receives a grade of "B" or better in the course. If the Technology Specialist receives a grade of "C" in the course, he may request a hearing with the Board regarding any possible reimbursement. The reimbursement amount of up to One Thousand Two Hundred Dollars (\$1,200.00) may be applied to one (1) graduate course or may be split between two (2) graduate courses.

K. Time Off Requests:

The Technology Specialist shall be responsible for filing a time-off slip, in advance of the time off, as set forth herein, or immediately upon his return to the district in the event of an unplanned absence, with the Superintendent/Principal and the Board Secretary each time any leave is taken. The Technology Specialist and the Superintendent/Principal shall periodically review the Technology Specialist's attendance record to assure correctness.

6. **RETIREMENT FROM SERVICE**

A. ~~Accumulated Unused Sick Days:~~

Upon the Technology Specialist's retirement from employment with the District, the Board will pay all unused, accumulated sick days earned while an employee of the Board, in accordance with law. Payment shall be calculated at the rate of Eighty Dollars (\$80.00) per day, following the Technology Specialist's last day of employment. Pursuant to N.J.S.A. 18A:30-3.5, payment shall not exceed Fifteen Thousand Dollars (\$15,000.00). The parties agree that, upon retirement, payment by the Board to the Technology Specialist for his accumulated, unused sick days shall be made within thirty (30) days of his last day of employment.

It is agreed and understood that in the event that the Technology Specialist separates from service with the district for any reason other than retirement, he shall not be paid for any accumulated sick leave time. Accumulated unused sick leave compensation shall not be paid to the Technology Specialist's estate or beneficiaries in the event of death prior to retirement.

7. **EVALUATION**

The Superintendent/Principal shall annually evaluate the performance of the Technology Specialist. Each evaluation shall be in writing, a copy shall be provided to the Technology Specialist, and the Superintendent/Principal and the Technology Specialist shall meet to discuss the findings. The evaluations shall be based upon the goals and objectives of the District and the Board of Education, and the responsibilities of the Technology Specialist as set forth in his job description.

8. **TERMINATION OF CONTRACT OF EMPLOYMENT**

This Contract of Employment may be terminated by:

A. Mutual agreement of the parties;

B. Unilateral termination by the Technology Specialist upon Sixty (60) days written notice to the Board;

- C. Unilateral termination by the Board to the Technology Specialist upon Sixty (60) days written notice to the Technology Specialist;
- D. In the event the Technology Specialist ceases to hold any of the technology-based certifications required by the District's job description, this Contract of Employment shall become null and void as of the date the required certification was no longer held;
- E. Misrepresentation of employment history, education and professional credentials, and criminal background, or
- F. Actions consistent with law.

9. **COMPLETE AGREEMENT**

This Contract of Employment 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 the Board's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Contract of Employment shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the Contract of Employment.

11. **SAVINGS CLAUSE**

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

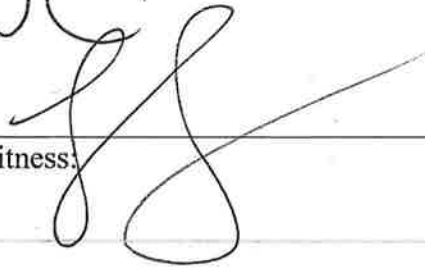
WHEREAS, the Technology Specialist approves the terms and conditions of this Contract of Employment, and agrees to be bound by same;

WHEREAS, this Contract of Employment has been approved by a vote of the Members of the Board of Education at its meeting of March 18, said action having been made a part of the official minutes of that meeting. 2021

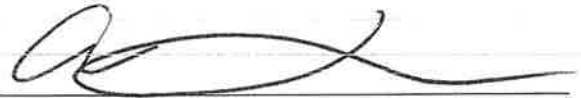
IN WITNESS WHEREOF, the parties set their hands and seals to this Contract of Employment effective on the day and year first above written.




Witness:



Witness:



Chris Aviles
TECHNOLOGY AND INNOVATION
INSTRUCTIONAL SPECIALIST



President
BOARD OF EDUCATION