

SEPTEMBER 19, 2023

ELEMENTARY SCHOOL PERSONNEL

THE CHIEF SCHOOL ADMINISTRATOR RECOMMENDS THE FOLLOWING ELEMENTARY SCHOOL PERSONNEL TO THE BOARD OF EDUCATION:

Summer Staffing 2023

Recommend approval of the **revision of the appointment** of **Jill Wells** as **Summer 2023 Occupational Therapist** to up to 70 hours at \$85.00 per hour. (Previously approved June 13, 2023 for up to 65 hours.)

2023-2024 Staffing

Recommend approval of the **appointment** of **Jessica Diaz-Mendoza** as **Elementary School Part-Time (5 hours/day) Instructional Paraprofessional** (9101-MES-SPEC-16) for the 2023-2024 school year, 5 hours per day at Step 3 - hourly rate to be determined pending MEA contract negotiations, effective September 7, 2023.

Warrior Clubhouse Before and After Care Program

Recommend approval of the **appointment** of the following employees as **Child Care Teachers in the Warrior Clubhouse Before and Aftercare Program** at Manasquan Elementary School for the 2023-2024 school year on an as-needed basis at \$20.00 per hour:

- Christine Barlett
- Kimberly Casner

Athletics/Addendum “C” Advisors

Recommend approval of the appointment of the following Addendum C coaching staff for the 2023-2024 school year, as per **Document 3-1**.

**Stipend Approvals
2023-24 School Year
for BOE Agenda 09/19/2023**

Location **MES**

Stipend Position Type/Department: **ATHL**

Stipend Job Group: **1-Fall Sports**

Position	Pos Code	Employee	% of Stipend	Stipend	Step
Soccer (Boys) Coach	9735-MES-ATHL-01	Manser, Andrew	100%	TBD	

Stipend amounts are To Be Determined pending MEA contract negotiations.

SEPTEMBER 19, 2023

HIGH SCHOOL PERSONNEL

THE CHIEF SCHOOL ADMINISTRATOR RECOMMENDS THE FOLLOWING HIGH SCHOOL PERSONNEL TO THE BOARD OF EDUCATION:

2023-2024 Staffing

Recommend approval of the employment contract of **Cindy Cimino** as **Director of Special Services** (0524-BOE-CSTM-01) for the 2023-2024 school year, effective on or about November 1, 2023 (or pending release from current employer), as per **Document K-1**.

Substitutes:

Recommend approval of the following substitutes and home instructors for the **2023-2024** school year:

Teacher	Paraprofessional	Secretary
David Hyatt Kim Buechele	Kim Buechele	Kim Buechele

Additional Compensation

Recommend approval of the **appointment** of following teaching staff members as **English/Spanish translators for school events** at \$50.00 per hour, as needed and as assigned by supervisor or principal:

- Fatima Mulroy
- Sarah Martin

Recommend approval of the **appointment** of the following employees as **detention proctors** for the 2023-2024 school year at the rate of \$31.00 per hour as needed and as assigned by the principal:

- Emily DiPuma
- John Driscoll
- Linda Hoeler
- Eric Mason

Athletics/Addendum “C” Advisors

Recommend approval of the appointment of the following Addendum C extracurricular staff for the 2023-2024 school year, as per **Document K-2**.

Recommend approval for the following non-paid volunteer athletic assistants for the 2023-2024 school year:

- Darrell Falkinburg – Wrestling

Leave of Absence

Recommend approval of the request for Employee ID# 4961 to take an **unpaid FMLA/NJFLA (concurrent) child bonding leave of absence** from on or about December 1, 2023, to on or about January 1, 2024, with an expected return date of January 2, 2024 (16 work days).

Resignation

Recommend approval of the **resignation** of **Courtney Larkin** as **High School Class Advisor** (9918-MHS-EXAC-05) for the 2023-24 school year.

Recommend approval of the **resignation** of **Darrell Falkinburg** as **High School Wrestling Assistant Coach** (9825-MHS-ATHL-03) for the 2023-24 school year.

CONTRACT OF EMPLOYMENT

THIS CONTRACT OF EMPLOYMENT is made and entered into this **19th day of September 2023**, by and between the **MANASQUAN BOARD OF EDUCATION**, with offices located at 169 Broad Street, Manasquan, New Jersey 08736 (hereinafter “the Board”)

and

CINDY CIMINO, whose address is [REDACTED], (hereinafter “Director”).

WITNESSETH

WHEREAS, the Board and the Director 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 the Director the position of Director of Special Services effective **on or about November 1, 2023**, and she has accepted the Board’s offer; and

WHEREAS, the Board approved authorization of this Contract of Employment by a vote of its members at a regularly scheduled meeting on **September 19, 2023** and has authorized the President of the Board to execute this Contract of Employment.

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

1. **TERM**

The Board hereby agrees to employ **Cindy Cimino** as the Director of Special Services for the period beginning **on or about November 1, 2023**, and expiring at midnight on **June 30, 2024**.

2. **CERTIFICATION AND RESPONSIBILITIES**

A. Certification:

The Director shall maintain a current and valid certificate issued by the New Jersey Department of Education for the position of Director of Special Services. In the event the Director’s certificate issued by the Department of Education is revoked, this contract is null and void as of the date of the certificate revocation. The Director further agrees to comply with all other legal requirements respecting the employment of a Director of Special Services.

B. Duties:

The duties and responsibilities of the Director of Special Services shall include those prescribed by statute, code, and the Board-approved job description. The Board's job description for Director of Special Services is specifically incorporated herein, by reference as describing the Director's duties.

3. **PROFESSIONAL GROWTH OF DIRECTOR OF SPECIAL SERVICES**

The Board and the Director recognize the value to the District of the continuing professional growth and development of the Director. The Board encourages the continuing professional growth of the Director through her participation as she and the Superintendent might decide, in light of her professional responsibilities as the Director, in the following ways:

- A. The operations, programs and other activities conducted or sponsored by local, county, and state professional associations during the school day where necessary, upon written request to, and the prior approval of the Superintendent, 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 Director to perform her professional responsibilities for the Board;
- D. Visits to other institutions; and
- E. Other activities promoting the professional growth of the Director.

Expenses for meals, lodging, registration, and transportation for national conventions of recognized educational associations, workshops, seminars, and institutes to enhance the Director's knowledge and expertise in the field of education and administration shall be paid for/reimbursed by the Board in accordance with law. Such payments or reimbursements, shall be made in accordance with, including any amendments or revisions thereto, the OMB travel circular provisions, the general requirements of N.J.S.A. 18A:11-12, the New Jersey administrative code, Board policy, and upon prior approval of the Superintendent and the Board. The Director shall follow Board policy and applicable law in supplying the necessary documentation for reimbursement.

4. **COMPENSATION**

A. Salary:

The Board shall pay the Director an annual salary of **ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00)**, prorated for the term of employment. This salary shall be paid to the Director in accordance with the payroll schedule for other certified employees.

5. **BENEFITS**

A. Vacation Days/Personal Days/Holidays:

The Director shall be granted twenty-one (21) vacation days annually (prorated for the term of employment), calculated at the rate of 1/260 on an annualized basis, all of which shall be available to the Director on **the date of commencement of employment**, upon prior approval of the Superintendent of Schools.

If business demands prohibit the Director from using all of her allotted vacation days in a given year, she may carry over up to ten (10) unused vacation days to be used during the next year pursuant to law. Any vacation days carried over from the previous year that are not used shall be forfeited.

The Director shall be granted four (4) personal days annually (prorated for the term of employment), without loss of salary, all of which shall be available to the Director on **the date of commencement of employment**. The Director shall be compensated for all unused personal days at \$125.00 per diem no later than June 30 of each year.

The Director shall be entitled to the following paid holidays: New Year's Day; Martin Luther King's Birthday; Washington's Birthday; Lincoln's Birthday; Good Friday; Memorial Day; Independence Day; Labor Day; Columbus Day; General Election Day; Veteran's Day; Thanksgiving Day; Friday following Thanksgiving Day; and Christmas Day.

If school is in session on any of the holidays listed above, the Director may be required to work on these holidays to ensure the efficient and safe operations of the schools. If the Board requires the Director to work on any paid holiday, the Board shall offer the Director another scheduled workday in lieu of the holiday during the same school year on which she does not need to report to work. These alternate holiday dates shall be provided to the Director no later than September 1 of each year.

B. Bereavement Leave:

The Director shall be entitled to five (5) days of bereavement leave, without loss of pay due to the death of her father, mother, spouse, partner in a civil union, brother, sister, father-in-law, mother-in-law, son, daughter, grandchild, or any person permanently living with the Director.

The Director shall be entitled to three (3) days of bereavement leave, per incident, without loss of pay due to the death of a sister-in-law, brother-in-law, aunt, uncle or other near relative at the discretion of the Superintendent.

The Director shall be entitled to one (1) day of bereavement leave, per incident, without loss of pay due to the death of a relative or close friend outside the Director's family as defined above.

C. Health and other Insurance Benefits:

The Board shall provide health benefits, including prescription, and dental coverage for the Director, and if applicable, her spouse and dependents. The Director shall contribute an amount established by P.L. 2020, Chapter 44 towards the cost of health benefits coverage.

The health insurance, prescription, and dental plan for the Director shall be substantially equivalent to the health insurance, prescription, and dental plan provided to other administrators employed by the district.

The Director has the right to waive health benefits. In exchange for waiving coverage, she shall be reimbursed in the amount of the lesser of \$5,000 or 25% of the premium saved. The reimbursement may be pro-rated for partial periods of the school year.

D. Sick Leave:

The Director shall be provided twelve (12) sick days annually (prorated for the term of employment), calculated on an annualized basis, all of which shall be available to the Director on **the date of commencement of employment**. The unused portion of such leave, at the end of any year, shall be cumulative. Unused sick leave may be accumulated from year to year and accumulated sick leave shall be eligible for reimbursement in accordance with law. Upon retirement and notice to the Board all unused, accumulated sick days shall be reimbursed, at the final per diem rate of \$110.00 per day. Reimbursement for sick days shall not exceed \$15,000.00.

In accordance with N.J.S.A. 18A:30-3.2, the Board grants the Director half (0.5) credit for accumulated sick leave days that Director holds in her immediate prior public school district employer, up to a maximum of 50 days, upon receipt of a certificate from the immediate prior employer of the Director's accumulated sick day balance.

E. Membership Fees:

The Board shall pay one hundred (100%) percent of the Director's membership fees and/or charges for two (2) professional associations selected by the Director that directly relates to her professional duties and responsibilities as Director of Special services, subject to the approval of the Superintendent.

F. Expense Reimbursement and Equipment:

The Board shall reimburse the Director for expenses incurred for travel and sustenance in the performance of the Director's duties under this Contract of Employment in accordance with law. Mileage shall be paid from mileage vouchers according to "New Jersey Office of Management and Budget" rates per mile. The Director shall be reimbursed for expenses pursuant Board policy, upon prior approval of the Superintendent and the Board, and pursuant to N.J.S.A.18A:11-12 and regulations promulgated thereunder.

During her employment with the Board, the Director shall be provided with a laptop computer.

G. Tuition Reimbursement:

The Board shall reimburse the Director for the successful completion of up to nine (9) graduate credits per year, up to the per credit cost of the Rutgers Graduate School of Education for the same academic year.

6. **EVALUATION**

The Superintendent or designee shall evaluate the performance of the Director in accordance with law.

7. **RENEWAL/EXTENSION OF CONTRACT OF EMPLOYMENT**

Any notice of renewal or extension of this Contract of Employment shall be agreed by and between the Board and the Director on terms and conditions as agreed by the parties.

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 Director upon sixty (60) days written notice to the Board. The Board may agree to a lesser period of time if so requested by the Director;
- C. Unilateral termination by the Board upon sixty (60) days written notice to the Director;
- D. Actions consistent with law; or
- E. In the event that the Director's certificate is revoked, this Contract shall become null and void as of the date of revocation.

10. **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.

11. **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.

12. **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 Director 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 **September 19, 2023**, said action having been made a part of the official minutes of that meeting.

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

CINDY CIMINO
Director of Special Services

Date

Witness:

M. ALEXIS POLLOCK
President, Manasquan Board of Education

Date

Witness:

Stipend Approvals
2023-24 School Year
for BOE Agenda 09/19/2023

Location **MHS/DIST**

Stipend Position Type/Department: **EXAC**

Stipend Job Group: **Extracurriculars**

Position	Pos Code	Employee	% of Stipend	Stipend	Step
Band Director	9913-MHS-EXAC-01	Szakal, Eva	100%	TBD	
Band Assistant Director	9913-MHS-EXAC-02	Holmberg, Matthew	100%	TBD	
Winter Pep Band Advisor	9913-MHS-EXAC-04	Szakal, Eva	100%	TBD	
Class Advisor	9918-MHS-EXAC-05	Podos, Geniene	100%	TBD	

Stipend amounts are To Be Determined pending MEA contract negotiations.