

EMPLOYMENT AGREEMENT

FOR MICHAEL SALVATORE

2014-2019

APPROVED MAY 28, 2014

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2014-2019 EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made and entered into as of the 28th day of May, 2014 by and between:

BOARD OF EDUCATION OF THE CITY OF LONG BRANCH, IN THE COUNTY OF MONMOUTH, with offices located at 540 Broadway, Long Branch, New Jersey ("the Board of Education")

and

MICHAEL H. SALVATORE, ("the Employee")

RECITALS:

- A. The Board of Education appointed the Employee in the position of **Superintendent of Schools** for a term commencing April 1, 2011 and continuing through June 30, 2015 pursuant to an Employment Agreement dated July 20, 2010 ("Original Agreement").
- B. Paragraph 12 of the Original Agreement provides that the Original Agreement may be terminated by the Board of Education and the Employee by mutual consent.
- C. The Board of Education and the Employee have agreed to terminate the Original Agreement effective midnight June 30, 2014.
- D. The Board of Education and the Employee believe that a written employment agreement is necessary to define and delineate certain of their employment relationships and to serve as a basis of effective communication between them in order to fulfill their governance and administrative functions in the operation of the educational program of the Board of Education.
- E. As of the date of this Agreement, the Employee has previously obtained tenure with the Board of Education in the following positions: **District Administrator, Principal and Teacher**.
- F. The form of this Agreement has been approved by the Board of Education, the Executive County Superintendent of Schools, County of Monmouth and the Employee.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein set forth, the Board of Education and the Employee do agree as follows:

1. **Recitals.**

The Recitals set forth above are incorporated into and made a part of this Agreement.

2. **Original Agreement.**

The Board of Education and Employee mutually agree to terminate the Original Agreement effective midnight June 30, 2014.

3. **Position and Term.**

The Board of Education hereby employs the Employee and the Employee hereby accepts employment as **Superintendent of Schools** for a term commencing 12:01 a.m., July 1, 2014, and continuing through June 30, 2019. The Board of Education and the Employee recognize and acknowledge that in the event that this Agreement is terminated or is not renewed, the Employee will continue to have tenure in all of the positions in which the Employee previously attained tenure in the district as set forth in Recital E.

4. **Certification.**

The Employee shall, during the term of this Agreement, hold a valid and appropriate certificate to act as a **Superintendent of Schools** in the State of New Jersey.

5. **Duties.**

The duties of the Employee shall be as generally described in the job description for **Superintendent of Schools** as that job description may be modified and amended from time to time by the Board of Education. The Employee shall devote full time and attention to the position and shall faithfully perform the duties of the position in accordance with applicable laws, regulations, policies and directives as same may be amended from time to time by the State of New Jersey, the State Board of Education, and the Board of Education.

6. **Salary.**

The annual salary of the Employee commencing July 1, 2014 and continuing through June 30, 2019 shall be \$165,000.00 together with a high school salary increment of \$2,500.00 (N.J.A.C. 6A:23A-1.2) for a total of \$167,500.00. In the event that the maximum salary that may be paid to the Employee shall increase during the term of this Agreement, the Board of Education and the Employee shall meet to determine whether and by how much the salary of the Employee shall be increased.

7. **Salary Deductions**

A. The following compulsory deductions will be made from the Employee's paychecks: federal income tax, state income tax, FICA and the New Jersey Teachers' Pension and Annuity Fund.

B. Optional deductions will be made from the Employee's paycheck upon written authorization by the Employee pursuant to existing policies of the Board of Education.

8. **Benefits**

Annual Sick Leave and Other Types of Personal Absences

The Board of Education shall provide the Employee as a part of Employee's compensation with the following benefits:

a. **Sick Days** Twelve (12) Month Contract employees on a twelve month contract basis shall be entitled to annual sick leave of twelve (12) days per contract year at full pay. Employees commencing employment after the beginning of a contract year shall be entitled to sick leave on a pro rata basis of one day per month for the remainder of the contract year.

b. **Sick Leave- Accumulative** Sick leave for the Employee shall be accumulative. That is, all days of annual sick leave not utilized during a contract year (i.e. July 1st through June 30th of the following year) shall accumulate to the Employee's benefit. On or before September 1st each year, the Employee shall be provided with a written statement of the amount of accumulated sick leave credited to the Employee as of June 30 of that year. The Employee shall be compensated for all accrued and unused sick days as aforesaid upon separation of employment from the Board of Education solely by reason of retirement in an

amount of \$125.00 per accrued and unused sick day and in no event shall the amount paid to the Employee exceed the amount the Employee would have received for accumulated and unused sick leave had the Employee retired on June 8, 2007 or \$15,000.00, whichever amount is greater (*N.J.S.A. 18A:30-3.5*). Further, in no event may a beneficiary or the Estate of the Employee be paid for any accrued and unused sick days upon the death of the Employee as same may be payable only to the Employee upon retirement, subject to the provisions of *N.J.S.A. 18A:30-3.5*. Employee has accrued benefits including 207 sick days and 7 unused vacation day as of May 1, 2014.

c. **Proof of Illness**

In the event the Employee shall be absent more than ten (10) consecutive days because of personal illness or quarantine, the Board (through its authorized representatives) may require a physician's certificate verifying the absence and reason therefore.

d. **Sick Leave – Definition of**

Sick leave is hereby defined to mean "the absence from a post of duty because of personal disability due to illness or injury, or because an employee has been excluded by the school district medical authorities on account of a contagious disease or by virtue of being quarantined for such a disease in his immediate household."

Exception:

Absence from post of duty due to accident on the job (covered by Workers' Compensation) shall not be charged against sick leave.

e. **A Day's Salary – Definition of**

A day's pay for all twelve month employees shall be defined as one-two hundred and sixtieth (1/260) of the annual contractual salary.

Other Types of Personal Absences

f. **Family Illness**

The Employee, whose absence is, with the prior consent of the Board of Education, due to the serious illness of a member of the immediate family, shall receive full salary for a maximum of ten (10) working days. Absence beyond ten (10) working days shall be charged at the rate of full deduction of pay for each

day beyond the ten (10) allowed. The Board of Education shall have the right to request a physician's certificate substantiating such absence. For the purpose of this paragraph, the immediate family shall include the Employee's mother, father, sister, brother, wife or husband, children, or stepchildren, and any non-related persons who are domiciled in the Employee's household. The family illness working days set forth in this subparagraph shall not run concurrently with any nonpaid leave permitted by Federal or State laws, rules or regulations.

g. **Death in the Family**

The Employee whose absence is, with the prior consent of the Board of Education, caused by death in the immediate family shall receive full salary for a period not to exceed five (5) days. In the event of death, the immediate family shall be considered to include mother, father, grandparents, grandchildren, sister, brother, wife or husband, children of the Employee, including stepchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law and any non-related persons who are members of the Employee's family as in a domestic partner or a partner in a civil union.

h. **Urgent Business**

The Employee shall be granted upon written request to the Board of Education, three (3) days with no cause and one (1) day urgent business not possible to conduct on other than a school day because of conditions beyond their control. Written request for urgent business should be submitted to the Board of Education as early as possible preceding the date(s) requested. All unused urgent business days will be converted to sick time at the end of every school year.

i. **Court Subpoena**

The Employee shall be granted leave, without deduction of salary, when absence is necessitated because of a civil court subpoena unless the Employee is subpoenaed to appear on behalf of a party adverse to the Board of Education in the pending litigation or the Employee is to appear as a paid witness in connection with private non-school business. A copy of the subpoena shall be submitted to the Board Business Administrator along with a written request if the Employee wishes to be granted leave without a deduction of salary.

j. **Unpaid Leave of Absence – Family Illness**

The Board of Education may grant a leave of absence without pay for a period not to exceed one (1) year to the Employee for the sole purpose of caring for a sick member of the immediate family of the Employee and additional leave may be granted at the sole discretion of the Board of Education and for good cause shown. Provided however, that no leave of absence shall be granted as herein contemplated unless the Employee requested said leave of absence shall first submit to the Board of Education a written medical certification from the attending or treating physician which certifies both the illness of the immediate family and the medical necessity for the rendering of home care by the Employee.

k. **Personal Business**

If the Employee is absent from school for causes other than those covered in this policy or absent beyond time provided for, will usually have full salary deducted. Exceptional cases may be referred to the Board of Education for special consideration. Written requests for personal business must be submitted to the President of the Board of Education as far in advance as possible and normally not less than one week.

l. **Vacations**

The Employee is employed on a twelve (12) month basis and shall receive twenty-two (22) work days' vacation. The Employee shall be permitted to use their vacation time, subject to the needs of the district as determined by the Board of Education.

Vacation days are intended to be used during the same school year in which they are earned. In the event the Employee is unable to use Employee's vacation days in the school year earned due to the business demands of the district, the Employee shall be allowed to carry over up to 25 days per school year of unused and accumulated vacation days to the next succeeding school year during the term of this Agreement. Except as set forth N.J.S.A. 18A: 30-9 (Declaration of a State of Emergency by the Governor of the State of New Jersey) accrued and unused vacation days not exceeding 25 days may be carried over only to the next succeeding school year. Further, except as set forth herein, the Employee shall be compensated for accrued and unused vacation

days at the per diem rate upon the Employee's separation of service with the Board of Education. The Board of Education shall not pay for more accrued and unused vacation days than are actually accrued and unused and in no event shall the Board of Education pay more than 47 accrued and unused vacation days. The Employee shall advise the President of the Board of Education when the Employee intends utilizes Employee's vacation time.

m. **Holidays**

The Employee shall be guaranteed fifteen (15) paid holidays per year in accordance with the policy of the Board of Education.

In addition to the above, the Employee shall be granted four (4) floating holidays. However, two (2) of the four (4) floating holidays must be used during Rosh Hashanah and Yom Kippur. The remaining two (2) floating holidays may be used during periods when schools are in recess with scheduling subject to the approval of the Board of Education.

n. **Personal Leave**

The Employee shall be guaranteed up to five (5) paid days of absence for personal reasons. No statement of reason shall be required for the request but notification to the President of the Board of Education shall be given at least two (2) days before taking such leave. In the case of emergencies, the Employee shall have the discretion to provide less than the two (2) day notification requirement to the President of the Board of Education.

9. **Fringe Benefits**

Insurance

a. The Board of Education shall provide full family medical insurance coverage for the Employee. Full family health insurance coverage shall include domestic partners/civil unions as defined in the NJ State Domestic Partnership Act and the Civil Union Act.

b. The Board of Education shall provide a Prescription Drug Card Insurance program for the Employee and dependents; the cost of such program to be assumed by the Board of Education.

c. The Board of Education shall provide a Dental Insurance Plan for the Employee providing family coverage; the cost of such program to be assumed by the Board of Education.

d. The Board of Education shall provide a Vision Care Program providing family coverage; the cost of such program to be assumed by the Board of Education

e. If the Employee "opts out" of all four coverages, i.e. medical, prescription drug, vision, and dental, shall be given a payment of \$2,000 through payroll annually. If the Employee "opts out" of medical and prescription coverage only shall be given a payment of \$1,000 through payroll annually. If the Employee "opts out" of vision and dental coverages shall be given a payment of \$100 through payroll annually.

f. The Employee shall reimburse the Board of Education an amount required by *N.J.S.A. 18A:16-17.1 et seq.* (P.L. 2011 c. 78) for the cost of health care benefits coverage for the Employee and any dependent provided pursuant to P.L. 1979, c. 391 (*N.J.S.A. 18A:16-12 et seq.*), unless the provisions of subsection (b) of said section of P.L. 2011 c. 78 (*N.J.S.A. 52:14-17.28(c)*) apply, the amount of which shall be equal to the contribution required during the first year in which the contribution is required.

10. Car Allowance

The travel allowance by Board of Education resolution will be reimbursed for all authorized reasonable travel expenses upon the submission, monthly, of proper verification. The rates for travel reimbursement will be the maximum allowable rate authorized by the NJOMB. Currently the NJOMB rate is 31cents. The Employee will submit to the School Business Administrator proper verification in accordance with the policies of the Board of Education.

Authorized travel is defined as travel authorized in advance by the Board of Education as per Board of Education policy to carry out educationally valuable assignments in accordance with the law, and the rules and regulations of the New Jersey State Department of Education and the New Jersey Commissioner of Education: e.g. attendance at curriculum conferences, educational meetings, workshops, and similar gatherings beneficial to the school system.

11. **Professional Liability.**

The Board of Education agrees it shall defend, hold harmless and indemnify the Employee from any and all demands, claims, suits, actions, and legal proceedings brought against the Employee in Employee's individual or official capacity as agent and/or employee of the Board of Education, provided the incident arose while the Employee was acting within the scope of Employee's employment; and, as such, liability coverage is within the authority of the Board of Education to provide under state law.

If, in the good faith opinion of the Employee, a conflict exists with respect to the defense of such claim between the legal position of the Employee and the legal position of the Board of Education, the Employee may engage independent counsel, in which event the Board of Education shall indemnify the Employee for the reasonable costs of legal defense as permitted by state law.

12. **Termination.**

During the period the Agreement, the Employee may terminate this Agreement by giving one hundred eighty (180) calendar days' notice in writing to the Board of Education of Employee's intent to terminate same.

This Agreement may be terminated by the Board of Education and the Employee by mutual consent.

Additionally this Agreement may be terminated by the Board of Education pursuant to law or forfeited pursuant to the provisions N.J.S.A. 2C: 51-2.

Additionally, if the Employee is no longer certified to act as a Superintendent of Schools, the Board of Education shall immediately terminate this Agreement.

Finally, in the event the Board of Education determines not to renew this Agreement at its termination date, i.e. June 30, 2019, the Board of Education shall provide written notice of its intention to the Employee not to renew this Agreement no later than June 30, 2018.

13. **Disability of the Employee.**

In the event of disability by illness or incapacity, after the sick leave of the Employee has been exhausted, and any extension of a paid leave of absence

granted by the Board of Education pursuant to N.J.S.A. 18A:30-7 has similarly been exhausted, compensation shall be reinstated after the Employee has returned to employment and undertaken the full charge of Employee's duties, the Board of Education may require the Employee to submit to a medical examination to be performed by a physician licensed to practice medicine in the State of New Jersey, to be selected by the Board of Education. The Board of Education shall bear the expense of the physical examination.

14. **Professional and Civic Associations.**

The Board of Education agrees to pay dues and fees on behalf of the Employee to professional and civic associations relevant to the position which payment shall not exceed the amount set forth in the annual budget of the Board of Education. Prior to seeking payment for membership in any professional or civic association, the Employee will seek and receive permission of the Board of Education. Dues and fees for these professional and civic associations will receive prior approval of the Board of Education and shall not exceed the cumulative total of \$2,500.00.

15. **Professional Development**

The Employee shall be entitled to attend appropriate professional meetings at the local, state and national level, the expenses of said attendance to be incurred by the Board of Education. Prior to said attendance, the Employee shall seek and receive permission of the Board of Education expenses to be incurred shall not exceed the amount set forth in the annual budget of the Board of Education. Dues and fees for these professional meetings will receive prior Board of Education approval and shall not exceed the cumulative total of \$2,500.00

16. **Tuition Reimbursement.**

The Board of Education shall reimburse the Employee for one hundred (100%) percent of the average State college cost of tuition for graduate courses up to a maximum of nine (9) credits per school year from a duly authorized accredited institution of higher learning. Reimbursement for any courses shall be contingent upon obtaining the Board of Education's written approval of the Employee's enrollment in the course prior to its commencement and on submission of official transcript as proof of satisfactory completion of the course or courses. Tuition

assistance or additional compensation shall be provided only for a course or a degree related to the Employee's current or future job responsibilities. All reimbursement requests made pursuant to this paragraph shall, without exception, comply with *N.J.S.A. 18A:6-8.5. P.L. 1979.*

17. **Evaluations.**

The Board of Education shall evaluate the performance of the Employee as frequently as is required by law, but in no event less than once a year. Each evaluation shall be in writing and a copy shall be provided to the Employee. The evaluations shall be based upon the goals and objectives of the Employee, the responsibilities of the Employee as set forth in the job description for the position of the Employee and such other criteria as the State Department of Education shall by regulations prescribe. The evaluation format shall be developed and agreed upon by the Board of Education after consultation with the Employee.

In the event that the Board of Education determines that the performance of the Employee is unsatisfactory in any respect, the Board of Education shall describe in writing, in reasonable detail, the specific instances of unsatisfactory performance. The evaluation shall include recommendations as to the areas of improvement in all instances where the Board of Education deems performance to be unsatisfactory. The Employee shall have the right to respond with a written reaction or response, which will be placed in the Superintendent of School's personnel file.

18. **Personal Property Taken From the Work Site.**

The Employee shall sign a receipt for all personal property belonging to the Board of Education removed from the work site by the Employee.

19. **Death of an Employee.**

In the event of the death of the Employee during a term of this Agreement, any benefits due and owing to Employee, as a result of any term or condition of this Agreement, shall be payable to the Estate of the Employee as more fully set forth in this Agreement, including, not limited to payment for accrued and unused vacation days and salary, but excluding any payment for accrued and unused sick days.

20. **Notice of Non-renewal**

In the event the Board of Education determines not to renew this Agreement of the expiration of its term, it shall give the Employee proper notice in accordance the laws of the state of New Jersey and the rules and regulations adopted by the new Jersey State Department of Education and the New Jersey Commissioner of Education.

21. **Savings Clause**

If, during the term of this Agreement, it is found that a specific clause of the Agreement is illegal or in violation of Federal or State law, the remainder of the Agreement not affected by such a ruling shall remain in force.

22. **Representation.**

The Employee recognizes that the law firm of McOmber and McOmber P.C. which participated in the preparation of this Agreement does not represent the Employee but represents only the interests of the Board of Education.

23. **Attendance.**

The Employee complete an attendance sheet at least weekly reflecting any vacation days, sick days, holidays, personal days or other days in which the Employee has not been in attendance at the Employees' place of employment and shall submit same to the School Business Administrator for review.

24. **Cell Phone.**

The Board of Education shall provide the employee with a cell phone to be used for business purposes during the term of this Agreement and for incidental and personal use.

25. **Termination of Original Agreement.**

The Board of Education and the Employee mutually agree that the Original Agreement dated July 20, 2010, will terminate effective June 30, 2014 at midnight.

26. **Contract with the Board of Education of the Borough of Deal.**

In the event the Board of Education shall enter into a Contract with the Board of Education of the Borough of Deal in the County of Monmouth which shall provide *inter alia* that the Employee shall also be Superintendent of Schools for the Deal School District, the salary of the Employee shall be increased to \$177,500.00

during the term of said Contract; provided, however, if the maximum salary that may be paid to the Employee is increased during the term of said Contract, the Board of Education and Employee shall meet to determine whether and by how much the salary of the Employee shall be increased. In the event the Board of Education shall enter into a Contract with the Board of Education of the Borough of Deal as aforesaid, the Employee shall fulfill the terms and conditions of the job description for the Superintendent of Schools adopted by the Board of Education of the Borough of Deal and shall be in attendance at the Deal Elementary School at such times as the Employee shall deem the Employee's attendance to be appropriate and necessary.

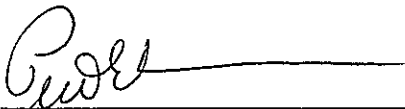
27. **Complete Agreement.**

This Agreement embodies the entire agreement between the parties hereto and may not be varied except by a written agreement of the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the first day and year first above written.

ATTEST:

BOARD OF EDUCATION OF THE
CITY OF LONG BRANCH, IN THE
COUNTY OF MONMOUTH



PETER E. GENOVESE, III, RSPO, QPA
Board Secretary/Business Administrator

By: 
Lucille Perez, President

WITNESS:



PETER E. GENOVESE, III RSPO, QPA

By: 
MICHAEL SALVATORE, Employee