

## **CONTRACT OF EMPLOYMENT 2022-2023**

THIS CONTRACT OF EMPLOYMENT is made and entered into on December 15, 2022, by and between the NEPTUNE CITY SCHOOL DISTRICT BOARD OF EDUCATION, hereinafter "Board" and MR. MICHAEL R. HAYNES, hereinafter Supervisor of Special Services for the 2022-2023 school year.

WHEREAS, the Board and the Supervisor of Special Services 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 appoints Mr. Michael R. Haynes to the position of Supervisor of Special Services, 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 Special Board Meeting on December 15, 2022, and has authorized the President of the Board to execute this Contract of Employment.

NOW, THEREFORE, the Board and the Supervisor of Special Services, for the consideration herein specified, agree as follows:

### **1. TERM**

The Board hereby agrees to employ Michael R. Haynes as the Supervisor of Special Services of the Neptune City School District Board of Education for the period beginning December 15, 2022 or upon release date of current employer and ending at midnight on June 30, 2023.

### **2. CERTIFICATION**

The Supervisor of Special Services shall maintain a current and valid certificate issued by the New Jersey Department of Education to serve as a Supervisor of Special Services. In the event the Supervisor of Special Services' certificate issued by the New Jersey Department of Education is revoked, this contract of employment is null and void as of the date of the certificate revocation.

The Supervisor of Special Services further agrees to comply with all other legal requirements respecting his employment in the position of Supervisor of Special Services.

### **3. COMPENSATION**

The Board hereby employs the Supervisor of Special Services for the period December 15, 2022 or upon release date from current employer through June 30, 2023 at an annual salary of \$92,000 prorated to the start date. This annual salary will be paid in equal installments in accordance with the Board's regular payroll schedule.

## 11. **SICK LEAVE**

The Supervisor of Special Services shall be entitled to twelve (12) sick days per year with pay. Unused sick days shall be accumulative without limit. All leaves pursuant to this section are annualized and shall be prorated in the event that the Supervisor of Special Services works less than a full year.

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 40% of per diem rate then in effect

After 25 years 45% of per diem rate then in effect

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

## 12. **INSURANCE**

The Board shall provide health benefits coverage (including medical, prescription and dental coverage) for the Supervisor of Special Services and his/her eligible dependents. Pursuant to P.L. 2020, c. 44 ("Chapter 44"), the Supervisor of Special Services shall enroll in the New Jersey Educators Health Plan ("NJEHP"), the Garden State Health Plan ("GSHP") for medical and prescription coverage, or may waive coverage.

The Supervisor of Special Services shall be responsible for contributing to his/her medical and prescription plan in an amount established by P.L. 2020, Chapter 44. With respect to dental coverage, the Supervisor of Special Services shall be responsible for contributing an amount established by P.L. 2011, Chapter 78 (Tier IV) toward the payment of dental benefit premiums. The contribution shall be made through payroll deduction.

### HEALTH WAIVER

Upon providing proof of coverage under a health plan, the Supervisor of Special Services may opt out of the health benefits and prescription program offered by the District. If health coverage is waived, the School Business Administrator 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.

13. **DUTIES**

The Supervisor of Special Services shall devote her time, attention, and energy to the business of the school district. The Supervisor of Special Services shall report directly to the Chief School Administrator, Principal, and serve in accordance with the Laws of the State of New Jersey, Rules and Regulations adopted by the State Board of Education, existing Board policies, and those which are adopted by the Board in the future.

All duties assigned to the Supervisor of Special Services by the Chief School Administrator, Principal should be appropriate to and consistent with the professional role and responsibility of the Supervisor of Special Services, and shall be set by Board policy and in the Job Description for the Supervisor of Special Services which may be modified from time to time, consistent with the intent set forth above.

14. **MEMBERSHIPS**

The Board shall pay for the Supervisor of Special Services dues for the appropriate Monmouth County Associations and any other professional memberships reviewed by the Chief School Administrator, Principal to assist the Supervisor of Special Services in performing the duties of the position.

15. **EXTENSION OF CONTRACT OF EMPLOYMENT**

Any extension of this Contract of Employment shall be by mutual agreement of the parties must be set forth in a written agreement signed by the parties.

16. **TERMINATION OF CONTRACT OF EMPLOYMENT**

This Contract of Employment may be terminated by:

- A. Mutual agreement of the parties;
- B. Termination by either party upon thirty (60) days written notice to the Board and to the Supervisor of Special Services;
- C. In the event that the Supervisor of Special Services certificate is revoked, this Contract of Employment shall become null and void as of the date of revocation;  
or;
- D. Actions consistent with law.

17. **INDEMNIFICATION**

The Board shall defend, hold harmless and indemnify the Supervisor of Special Services in accordance with the applicable State law.

18. **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.

19. **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.

20. **MODIFICATION**

The terms and conditions of this Contract of Employment shall not be modified except by the written consent of both parties. Any amendments to this Contract of Employment shall not create a new Contract of Employment or Contract of Employment term but shall only constitute an amendment to the existing Contract of Employment.

21. **REVOCATION**

The parties hereto agree that in the event the Supervisor of Special Services' certificate is permanently revoked, all provisions of this Contract of Employment shall be null and void as of the date of the revocation, and if the Supervisor of Special Services is lawfully precluded from performing her duties by an Judgment, Order or direction of any court of competent jurisdiction or the Commissioner of Education, all provisions of this Contract of Employment shall terminate and the Supervisor of Special Services employment shall cease.

22. **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. The parties hereto represent to each other that they fully understand the terms and conditions of this Contract of Employment, and agree to be bound by same pursuant to the rules and regulations of the Department of Education and the laws of the State of New Jersey.

**WHEREAS**, the Supervisor of Special Services 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 December 15, 2022 said action having been made a part of the official minutes of that meeting;

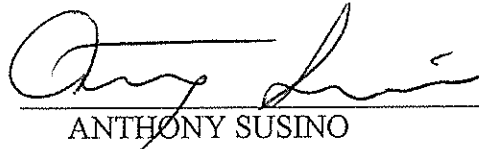
**IN WITNESS WHEREOF**, the parties set their hands and seals to this Contract of Employment effective on the 15<sup>th</sup> day of December, 2022.



MICHAEL R. HAYNES  
SUPERVISOR OF SPECIAL SERVICES



MINDY GREEN  
SBA/BS



ANTHONY SUSINO  
BOARD PRESIDENT