

CONTRACT OF EMPLOYMENT 2023-2024

THIS CONTRACT OF EMPLOYMENT is made and entered into on June 22, 2023, 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 2023-2024 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 June 22, 2023, 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:

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 July 1, 2023 and ending at midnight on June 30, 2024.

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.

COMPENSATION

The Board hereby employs the Supervisor of Special Services for the July 1, 2023 and ending at midnight on June 30, 2024.

at an annual salary of \$96,600. This annual salary will be paid in equal installments in accordance with the Board's regular payroll schedule.

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 shall be similar to other administrative personnel except that it is understood that the Supervisor of Special Services 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 shall be from July 1 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 is not required to report to work unless directed by the Chief School Administrator.

PERFORMANCE

The Supervisor of Special Services 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 shall not take vacation the week prior to the start of the school year. The Supervisor of Special Services shall be entitled to twenty (20) 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 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 1/260 of annual salary. In case of death, said payment shall be made to the Supervisor of Special Services' estate.

The Supervisor of Special Services is permitted to annually carry over a maximum of five (5) vacation days to the next school year when the demands of the position are prohibitive in taking vacation time.

HOLIDAYS

The Supervisor of Special Services 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 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 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 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 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 shall be entitled to twelve (12) 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 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.

INSURANCE

The Supervisor of Special Services 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 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 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.

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.

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.

TUITION REIMBURSEMENT

The Board encourages the continuing professional growth of the Employee. The Employee shall be entitled to annual tuition reimbursement of up to three (3) credits per semester during the term of the Contract of Employment. Reimbursement shall be provided for graduate course work related to the position, and provided such coursework culminates in the acquisition of a graduate degree conferred by a duly accredited institution of higher education as defined in N.J.A.C. 6A:9-2.1. Additionally, in order to be eligible for reimbursement, Employee must earn a grade of at least a B (or a Pass in a Pass/Fail course) in the graduate course. Tuition reimbursement shall not be granted without the prior approval of the Superintendent as to the institution and the specific course.

The Employee agrees and understands that the accumulated sum of reimbursement must be returned to the district by the Employee if the Employee resigns from the district within five years of the Employee's receipt of tuition reimbursement monies.

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.

TERMINATION OF CONTRACT OF EMPLOYMENT

This Contract of Employment may be terminated by:

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.

INDEMNIFICATION

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

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.

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.

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.

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.

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.

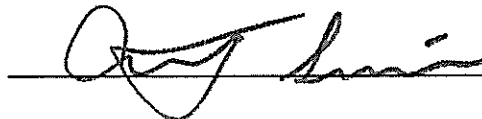
WHEREAS, the Supervisor of Special Services approves the terms and conditions of this Contract of Employment, and agrees to be bound by same;

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;

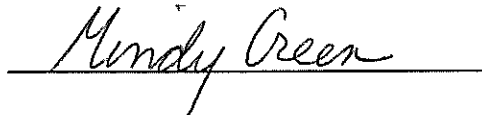
IN WITNESS WHEREOF, the parties set their hands and seals to this Contract of Employment effective on the 22nd day of June, 2023.

A handwritten signature in cursive script, appearing to read "Michael Haynes", written over a horizontal line.

MICHAEL R. HAYNES, SUPERVISOR OF SPECIAL SERVICES

A handwritten signature in cursive script, appearing to read "Anthony Susino", written over a horizontal line.

ANTHONY SUSINO, BOARD PRESIDENT

A handwritten signature in cursive script, appearing to read "Mindy Green", written over a horizontal line.

MINDY GREEN, BUSINESS ADMINISTRATOR, BOARD SECRETARY

