

EMPLOYMENT CONTRACT FOR
SUPERINTENDENT OF SCHOOLS

THIS AGREEMENT is made this ____ day of December, 2023 by and between the Township of Union Board of Education (hereinafter "Board" or "Board of Education"), with administrative offices located at 2369 Morris Avenue, Union, New Jersey 07083 and Dr. Gerald Benaquista (hereinafter "Dr. Benaquista").

WITNESSETH:

WHEREAS, the Board desires to retain the services of Dr. Benaquista as Superintendent of Schools for the Township of Union Public Schools and Dr. Benaquista has agreed to serve in this capacity; and

WHEREAS, the Board and Dr. Benaquista wish to embody in this Contract the terms and conditions of their Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Board and Dr. Benaquista hereby agree as follows:

ARTICLE I

EMPLOYMENT

- A. The Board hereby agrees to employ Dr. Benaquista as Superintendent of Schools (Chief School Administrator) effective December 20, 2023 through June 30, 2027.
- B. The total annual salary for Dr. Benaquista shall be \$250,000.00 (TWO HUNDRED FIFTY THOUSAND and 00/100 Dollars).
 - a. Three percent (3%) Increase. The Superintendent may be eligible to receive a three percent (3%) salary increase on the annual salary, subject to satisfactory performance evaluations in the prior evaluation period(s) of this contract. Said three percent (3%) salary increase is specifically subject to the Board's discretion and approval via roll call vote and if approved, would result in the Superintendent's annual salary being increased to \$257,500 for July 1, 2024 through June 30, 2025; \$265,225 for July 1, 2025 through June 30, 2026; \$273,182 for July 1, 2026 through June 30, 2027 school year(s).

ARTICLE II

DUTIES

In consideration of the employment and salary benefits established herein Dr. Benaquista hereby agrees to the following:

- A. To faithfully perform the duties of Superintendent of Schools 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 from time-to-time.

The specific job description adopted by the Board, applicable to the position of Superintendent is incorporated by reference into this contract and shall be followed by Dr. Benaquista.

B. To devote his professional time, skills, labor, and attention to this employment during the term of this contract. However, Dr. Benaquista may also lecture, engage in writing activities and speaking engagements and engage in other activities which are of a short-term duration if he obtains prior approval of the Board of Education, which approval shall not be unreasonably withheld if the activities do not interfere with the performance of his duties to the district.

C. To carry out the duties as may be assigned to him from time-to-time by the Board and to make reports to the Board as directed by the Board from time-to-time as may be required. Notwithstanding the foregoing, the Board shall not substantially increase the duties of the Superintendent by assigning him the duties or responsibilities of another title or position unless the parties agree on the compensation commensurate with the increase in duties and the additional compensation is reflected in an addendum to this Contract which addendum is subject to the approval of the Executive County Superintendent.

D. Dr. Benaquista shall attend working sessions, regular and special meetings of the Board without additional compensation, and any other meetings related to negotiation sessions with employee groups, grievance meetings, committee meetings, community meetings and other meetings and events relevant to his job functions as directed by the Board of Education.

E. Dr. Benaquista shall attend those county, regional and state meetings that are necessary to keep him informed of current matters affecting the functions of the Board. The registration fees for those meetings shall be paid by the Board. Reimbursements for travel or other expenses shall be processed in accordance with applicable IRS regulations OMB circulars, State Regulations and Board policy.

ARTICLE III

CERTIFICATION

Dr. Benaquista represents that he is certified by the New Jersey State Board of Examiners to serve as a Chief School Administrator in the State of New Jersey, and that he shall maintain his certification in full force and effect throughout the life of this agreement. If said certificate is revoked during the term of this Agreement, this Agreement shall thenceforth be null and void and Dr. Benaquista's employment shall immediately terminate, pursuant to N.J.S.A. 18A:17-51.

ARTICLE IV

SICK DAYS

Dr. Benaquista shall receive twelve (12) sick leave days annually. Unused sick leave shall be cumulative in accordance with the provisions of Title 18A. After fifteen (15) years or more of continuous service with the Township of Union Board of Education, and upon regular retirement, Dr. Benaquista shall be compensated at a rate of \$125 per day to a maximum payment of \$15,000 for accumulated unused sick days. The Board shall make any such payment within thirty (30) days of the Superintendent's last day of employment. Payments, if any, shall be made based

upon a 260-day year (1/60th). Dr. Benquista may carry over any accumulated unused sick days from his prior employment in the District.

ARTICLE V

AUTOMOBILE AND OTHER JOB-RELATED EXPENSES

Dr. Benaquista shall be entitled to have certain professional expenses, including dues for professional associations paid by the Board. These dues shall be limited to N.J.A.S.A., County A.S.A., and A.A.S.A. The Board will also pay for annual attendance at three (3) state conventions and one (1) national conference with sufficient prior notice for the Board of Education's final approval. Reimbursements for travel or other expenses shall be processed in accordance with the applicable OMB circulars, N.J.S.A. 18A:11-12, State and Federal Regulations and Board policy. Dr. Benaquista shall submit a detailed voucher and a report to the board for each conference or convention, which shall be reviewed for compliance prior to said reimbursement.

ARTICLE VI

VACATION DAYS

Dr. Benaquista shall be entitled to twenty-five (25) vacation days, prorated, for the 2023-2024 school year and twenty five (25) for the 2024-2025, 2025-2026 and 2026-2027 school years, all of which shall be available as of July 1st. Dr. Benaquista shall take vacation time only after prior review and approval of the Board President, whose approval shall not be unreasonably withheld. Vacation leave accrued can be carried over for up to one year, where required by business demands. Annual payout of unused vacation leave is not permitted. Upon retirement or other separation from employment, Dr. Benaquista shall be compensated for all his accumulated and unused vacation days up to a maximum of twenty-five (25) days. Vacation days are compensated at the daily rate of pay at time of severance and said calculation shall be based upon a 260-day year (1/260th). The Board shall make any such payment within thirty (30) days of the Superintendent's last day of employment. Said days shall be paid to the Superintendent's estate or beneficiaries in the event of his death prior to separation.

ARTICLE VII

HOLIDAYS AND LEAVES OF ABSENCE

Dr. Benaquista shall receive seventeen (17) paid holidays per year. The annual calendar of holidays shall be developed and approved by the Board of Education each year. The holidays are set forth in Appendix "A".

Except as otherwise provided herein, leaves of absence are subject to the review and approval of the Board of Education. Said leaves shall be in accordance with State and Federal Laws and Board Policy as applicable.

ARTICLE VIII
PERSONAL DAYS

Dr. Benaquista shall be entitled to six (6) personal days per contract year. Unused personal days shall convert to accumulated sick days on June 30 of each year to a maximum of fifteen (15) days carryover. Whenever possible, he should advise the President of the Board of Education of the need for such a day in advance.

ARTICLE IX
BEREAVEMENT LEAVE

Dr. Benaquista shall be entitled to up to five (5) days absence out of seven (7) consecutive days for each death in the immediate family, or because of death in the immediate family of spouse, without loss of salary. These days are not accumulated from year to year. The Term "immediate" means: wife, husband, grandchild, parent, child, grandparent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and others who are permanent members of the employee's household.

ARTICLE X
HEALTHCARE BENEFITS

Throughout the term of this Employment Contract, the Board shall provide Dr. Benaquista with full family health insurance coverage (presently Blue Cross/Blue Shield) and dental care (presently Delta Dental). Dr. Benaquista shall contribute towards health care coverage, via payroll deduction, in accordance with applicable law.

ARTICLE XI
CELLULAR PHONE AND COMPUTER

The Board shall provide Dr. Benaquista, at Board expense, appropriate and reasonable computer/electronic devices, which shall remain the property of the Board. Incidental personal use of the devices by the Superintendent shall be permitted.

ARTICLE XII
EVALUATION

Dr. Benaquista shall be evaluated at least annually by the Board of Education, on or before June 30th, in accordance with the provisions of N.J.S.A. 18A:17-20.3 as amended and supplemented. In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing and in reasonable detail the specific instances of unsatisfactory performance. The evaluation shall include specific recommendations for improvement in all instances where the Board deems performance to be unsatisfactory. The Superintendent shall have the right to respond in writing to the evaluation; this response shall become a permanent attachment to the evaluation in question. On or about July 1st of each year of the term of this Contract, the Superintendent and the Board shall meet to review the evaluation

format, establish goals for the Superintendent and to mutually determine the evaluation format to be used in the subsequent school year.

ARTICLE XIII

TERMINATION OF EMPLOYMENT CONTRACT/NON-RENEWAL

This Employment Contract may be terminated by:

- A. Mutual agreement of the parties; or
- B. Unilateral termination by the Superintendent upon one hundred and twenty (120) days written notice to the Board; or
- C. Notification in writing by the Board to the Superintendent, at least one hundred and twenty (120) days prior to the expiration of this contract, of the Boards intent not to renew this contract. The Board shall take any action to non-renew the Superintendent's employment by an affirmative vote of a majority of the full membership of the Board; or
- D. In the event that the Superintendent's certification is revoked or suspended, this contract shall automatically terminate and become null and void as of the date of the revocation or loss of certification; or
- E. Dismissal for unbecoming conduct, incapacity, inefficiency or other just cause in accordance with N.J.S.A. 18A:6-10 et seq. and N.J.S.A. 18A:17-15, et seq.

ARTICLE XIV

MODIFICATION OF CONTRACT TERMS

The terms and conditions of this Contract shall not be modified, except by the written consent of both parties hereto, and consent of the County Executive Superintendent, and/or as otherwise set forth in law pertaining to public notice, provided further that the consent of the Board can only be given by means of a lawfully adopted resolution.

ARTICLE XV

ENTIRE AGREEMENT

This agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues, which were or could have been subject to negotiations.

ARTICLE XVI

NEW JERSEY LAW

This agreement shall be construed in accordance with the provisions of the laws of New Jersey.

ARTICLE XVII
SEPARABILITY

In the event that any provision of this Contract is deemed to be illegal by a court or agency of competent jurisdiction then the remaining provisions shall remain in full force and effect.

ARTICLE XVIII
EFFECT OF CONTRACT

This Contract is a tentative agreement and is specifically contingent upon the approval of the Executive County Superintendent of Schools and the Board of Education. The terms of this contract shall have no force or effect until such approval(s) is granted.

ARTICLE XIX
SAVINGS AND CONFLICTS CLAUSE

If, during the term of this Contract, it is found that a specific clause of the Contract is illegal under federal or state law, the remainder of the Employment Contract is not affected by such a ruling and shall remain in full force. In the event of any conflict between the terms, conditions and provisions of this Contract and the provisions of the Board's policies or any permissive federal or State law, the terms of this Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law, unless otherwise prohibited by law.

ARTICLE XX
MISCELLANEOUS

The Board shall not hold any discussions regarding the Superintendent's employment, unless the Superintendent is given written notice at least 48 hours in advance, and given the opportunity to request that such discussions be held in public session. In addition, the Board shall not hold any discussions with regard to the Superintendent's performance, or that may adversely affect the Superintendent's employment, in public session, unless the Superintendent requests that such discussions be held in public session, pursuant to the Open Public Meetings Act.

The Board acknowledges and agrees that disclosure of personnel information is governed by the Open Public Records Act, codified at N.J.S.A. 47A:101, et seq., the Right to Know Law codified at N.J.S.A. 47:1A-1, et seq., Executive Order No. 11 (November 15, 1974), Executive Order No. 21 (July 8, 2002), Executive Order No. 26 (August 13, 2002), and case law interpreting them. All information related to the Superintendent which the public may not otherwise be entitled to access under law is deemed confidential and shall not be released to the public absent a written release by the Superintendent, or by a lawful order of a court of competent jurisdiction, or pursuant to a rule of a court of competent jurisdiction.

The Superintendent shall have the right, upon request, to review the contents of his personnel file and to receive copies at Board expense of any documents contained therein. He shall be entitled to have a representative accompany him during such review.

No material derogatory to the Superintendent's conduct, service, character or personality shall be placed in his personnel file unless he has had an opportunity to review the material. The Superintendent shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Superintendent shall also have the right to submit a written answer to such material.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals or caused those present to be signed by their proper corporate officers and the proper corporate seal affixed hereto the day and year first above written.

ATTEST:

TOWNSHIP OF UNION BOARD OF EDUCATION

_____ By: _____

Marissa McKenzie, President

_____ By: _____

Dr. Gerald Benaquista

Superintendent of Schools

APPENDIX "A"

Independence Day

Labor Day

Columbus Day

Teachers' Convention

Teachers' Convention

Thanksgiving

Thanksgiving (day after)

Christmas Recess (Christmas Eve)

Christmas Recess (Christmas Day)

Christmas Recess (Day after Christmas Day)

New Year Observance (New Year's Day)

New year Observance (Day after New Year's Day)

Dr. Martin Luther King, Jr. Birthday

Presidents' Day

Good Friday

Spring Recess

Memorial Day

SUPERINTENDENT

Detailed Statement of Contract Costs

District:				
Name: Gerald Benaquista				
Date BOE Authorized Submission to County Office				
District Grade Span	PREK-12			
On Roll Students as of 10-15	7473			
	Year 1	Year 2	Year 3	Year 4
Contract Term:	2023-24	2024-25	2025-26	2026-27
Salary				
Salary	\$ 250,000	\$ 257,500	\$ 265,225	\$ 273,182
High School	\$ -	\$ -	\$ -	\$ -
Longevity	\$ -	\$ -	\$ -	\$ -
Shared Service	\$ -	\$ -	\$ -	\$ -
Total Annual Salary	\$ 250,000	\$ 257,500	\$ 265,225	\$ 273,182
Additional Salary				
Quantitative Merit Goals	\$ -	\$ -	\$ -	\$ -
Qualitative Merit Goals	\$ -	\$ -	\$ -	\$ -
Additional Compensation - Describe:	\$ -	\$ -	\$ -	\$ -
Total Additional Salary	\$ -	\$ -	\$ -	\$ -
Total Annual Salary plus Additional Salary	\$ 250,000	\$ 257,500	\$ 265,225	\$ 273,182
Board Contribution for Cost of Premiums for:				
Health Insurance	\$ -	\$ -	\$ -	\$ -
Prescription Insurance	\$ -	\$ -	\$ -	\$ -
Dental Insurance	\$ -	\$ -	\$ -	\$ -
Vision Insurance	\$ -	\$ -	\$ -	\$ -
Disability Insurance	\$ -	\$ -	\$ -	\$ -
Long-term Care Insurance	\$ -	\$ -	\$ -	\$ -
Life Insurance	\$ -	\$ -	\$ -	\$ -
Other Insurance - Describe:	\$ -	\$ -	\$ -	\$ -
Waiver of Benefits	\$ -	\$ -	\$ -	\$ -
Section 125 Plan Reimbursements - Describe:	\$ -	\$ -	\$ -	\$ -
Board Contribution for Cost of Premiums	\$ -	\$ -	\$ -	\$ -
Employee contribution to health benefits as per law	\$ -	\$ -	\$ -	\$ -
Total Health Benefit Compensation	\$ -	\$ -	\$ -	\$ -
Other Compensation				
Travel and Expense Reimbursement (Estimated Annual Cost)	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
Professional Development (Capped Amount or Estimated Annual Cost)	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
Tuition Reimbursement	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000
Mentoring Expenses - Describe:	\$ -	\$ -	\$ -	\$ -
National/State/County/Local/Other Dues	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
Subscriptions	\$ -	\$ -	\$ -	\$ -
Board Paid Cell Phone or Reimbursement for Personal Cell Phone	\$ -	\$ -	\$ -	\$ -
Computer for Home use, including supplies, maintenance, internet	\$ -	\$ -	\$ -	\$ -
Other - Describe:	\$ -	\$ -	\$ -	\$ -
Total Other Compensation	\$ 8,500	\$ 8,500	\$ 8,500	\$ 8,500
Sick and Vacation Compensation				
Max Paid for Unused Sick Leave Upon Retirement	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
Max Paid for Unused Vacation Leave - Retirement or Separation	\$ 24,038	\$ 24,760	\$ 25,502	\$ 26,267
Total Sick and Vacation Compensation	\$ 39,038	\$ 39,760	\$ 40,502	\$ 41,267
TOTAL CONTRACT COSTS	\$ 297,538	\$ 305,760	\$ 314,227	\$ 322,949