

2-10

**EMPLOYMENT CONTRACT FOR
ASSISTANT SUPERINTENDENT**

THIS AGREEMENT is made this ___ day of _____, 2021 by and between the Township of Union Board of Education, with administrative offices located at 2369 Morris Avenue, Union, New Jersey and Gerald Benaquista (hereinafter "Mr. Benaquista").

W I T N E S S E T H:

WHEREAS, the Board desires to retain the services of Mr. Benaquista as Assistant Superintendent for the Township of Union School District and Mr. Benaquista has agreed to serve in this capacity; and

WHEREAS, in accordance with the requirements of New Jersey law, the Board and Mr. 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 Mr. Benaquista hereby agree as follows:

**ARTICLE I
EMPLOYMENT**

A. The Board hereby agrees to employ Mr. Benaquista as Assistant Superintendent effective July 1, 2021 through June 30, 2022. This is a twelve-month position.

B. The annual salary for Mr. Benaquista shall be \$168,880 (One Hundred Sixty-eight Thousand Eight Hundred Eighty Dollars).

**ARTICLE II
DUTIES**

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

A. To faithfully perform the duties of Assistant Superintendent 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 Assistant Superintendent is incorporated by reference into this contract and shall be followed by Mr. Benaquista.

B. To devote his professional time, skills, labor and attention to this employment during the term of this contract. However, Mr. 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 Superintendent, 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 Superintendent and to make reports to the Board as directed by the Superintendent from time-to-time as may be required.

D. Mr. Benaquista shall attend working sessions, regular and special meetings of the Board without additional compensation, and any other meetings related to negotiations sessions with employee groups, grievance meetings, committee meetings and other meetings relevant to his job functions as directed by the Superintendent of Schools.

E. Mr. 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 these meetings shall be paid by the Board. Reimbursements for travel or other expenses shall be processed in accordance with applicable OMB circulars, State and Federal Regulations and Board policy.

ARTICLE III CERTIFICATION

Mr. Benaquista represents that he has a Standard Certification and is therefore eligible to be certified by the New Jersey State Board of Examiners as a Chief School Administrator and therefore eligible to serve as an Assistant Superintendent 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 henceforth be null and void and Mr. Benaquista's employment shall immediately terminate.

ARTICLE IV SICK DAYS

Mr. 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 or resignation, Mr. Benaquista shall be compensated at a rate of \$125 per day to a maximum payment of \$15,000. Any such payment shall be made within thirty (30) days of Mr. Benaquista's last day of employment.

**ARTICLE V
ASSOCIATION DUES/CONFERENCES**

Mr. 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. and A.A.S.A. The Board will also pay for attendance at conventions with sufficient prior notice for the Superintendent's and the Board of Education's final approval. Reimbursements for travel or other expenses shall be processed in accordance with applicable OMB circulars, N.J.S.A. 18A:11-12, State Regulations and Board policy. Mr. 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
AUTOMOBILE AND OTHER JOB-RELATED EXPENSES**

Mr. Benaquista shall be required to use his personal automobile for Board of Education business, as needed or as directed. Subject to the requirements of any applicable Board policy and State law, the Board shall reimburse Mr. Benaquista for expenses incurred for travel in the performance of his duties. Mileage shall be paid from properly detailed mileage vouchers according to the rates approved by the NJOMB and NJSA 18A:11-12, as amended and supplemented.

**ARTICLE VII
VACATION DAYS**

Mr. Benaquista shall be entitled to twenty-five (25) vacation days for the 2021-2022 school year. Mr. Benaquista shall take vacation time only after prior review and approval of the Superintendent. Vacation leave accrued after June 8, 2007 can be carried over for up to one year, where required by business demands. Annual payout of vacation leave is not permitted. Upon retirement or other separation from employment, Mr. Benaquista shall be compensated for all his accumulated and unused vacation days up to a maximum of twenty-five (25). The Board shall make the payment within thirty (30) days of Mr. Benaquista's last day of employment. 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). Said days shall be paid to the individual's estate or beneficiaries in the event of Mr. Benaquista's death prior to separation.

The Board acknowledges and agrees that Mr. Benaquista served as Acting Superintendent for the period from January 7, 2021 through June 30, 2021. Pursuant to N.J.S.A. 18A:30-9.1 and in light of the state of emergency declared by Governor Murphy, the Board grants and approves the carryover of twenty-five (25) vacation days earned by Mr. Benaquista during the 2019-20 school year which he was unable to use during the 2020-21 school year. These twenty-five carryover days must be used during the 2021-22 school year or they shall be forfeited.

**ARTICLE VIII
HOLIDAYS AND LEAVES OF ABSENCE**

Mr. Benaquista shall receive nineteen (19) paid holidays per year. The annual calendar of holidays shall be developed by the Superintendent and approved by the Board of Education each year.

Mr. Benaquista may apply for a leave of absence without pay. Leaves of absence are subject to the review and approval of the Superintendent of Schools and the Township of Union Board of Education. Said leaves shall be in accordance with State and Federal laws, as applicable.

**ARTICLE IX
PERSONAL DAYS**

Mr. Benaquista shall be entitled to six (6) personal days per contract year. Unused personal days shall convert to accumulated sick days to a maximum of fifteen (15) days on June 30 of each year. Whenever possible, he should advise the Superintendent of the need for such a day in advance. In case of an emergency the Superintendent shall be called as soon as possible.

**ARTICLE X
BEREAVEMENT LEAVE**

Mr. Benaquista shall be entitled to up to five (5) days absence out of seven (7) consecutive days, beginning on the date of death, 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 family" 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 XI
HEALTHCARE BENEFITS**

Throughout the term of this Employment Contract, the Board shall provide Mr. Benaquista with full family health insurance coverage (presently Horizon Direct 15) and dental care (presently Horizon Dental). Unless this benefit is waived by Mr. Benaquista, he shall contribute towards health care coverage, via payroll deduction, in accordance with P.L. 2011, C. 78, as amended. If this benefit is waived, Mr. Benaquista is not entitled to additional compensation. The Board may, at its option, switch from the carriers referenced above to other carriers so long as the new benefit levels are substantially similar to the existing plans.

**ARTICLE XII
TUITION REIMBURSEMENT**

Mr. Benaquista shall be reimbursed, after receiving a grade of "B" or above, for tuition for graduate education while enrolled in a doctoral program, at an accredited institution of higher education as defined in N.J.A.C. 6A:9-2.1. All courses shall be approved by the Superintendent in advance. Course work must culminate in the acquisition of a graduate degree.

**ARTICLE XIII
CELLULAR PHONE**

Mr. Benaquista shall maintain, at his own expense, a cellular phone which may be used for Board of Education communications, if necessary.

**ARTICLE XIV
EVALUATION**

Mr. Benaquista shall be evaluated at least annually by the Superintendent in accordance with the provisions of Title 18A. Each evaluation shall be in writing, a copy provided to Mr. Benaquista and the Superintendent and Mr. Benaquista shall meet to discuss it. The evaluation shall be based upon the goals and objectives of the district, the responsibilities of the Assistant Superintendent and such other criteria as the Commissioner of Education shall prescribe.

**ARTICLE XV
TERMINATION**

Mr. Benaquista may terminate this Agreement by giving not less than sixty (60) days' notice of termination to the Board. The notice of termination shall be in writing and sent certified mail, return receipt requested or by personal delivery.

**ARTICLE XVI
MODIFICATION OF CONTRACT TERMS**

The terms and conditions of the Contract shall not be modified, except by the written consent of both parties hereto, and consent of the County Executive Superintendent, provided further that the consent of the Board can only be given by means of a lawfully adopted resolution.

**ARTICLE XVII
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 XVIII
NEW JERSEY LAW**

This Agreement shall be construed in accordance with the provisions of the laws of New Jersey, as amended.

**ARTICLE XIX
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 XX
CONFLICTS**

In the event of any conflict between the terms, conditions and provisions of this Employment Contract and the provisions of the Board's policies or any permissive federal or State law, the terms of this Employment Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law, unless otherwise prohibited by law.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals or caused these 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: _____
Ronnie McDowell, Board President

WITNESS:

By: _____
Gerald Benaquista, Assistant Superintendent

ASSISTANT SUPERINTENDENT

Detailed Statement of Contract Costs

District: Twp of Union Board of Education				
Name: Gerald Benaquista				
Job Title: Assistant Superintendent				
District Grade Span: PK-12				
On Roll Students as of 10-15 -20 - 7235				
Contract Term:	2020-2021	2021-2022	Dif.	% dif
Salary				
Salary	\$ 163,961	\$ 168,880	\$ 4,919	3.00%
Longevity	\$ -	\$ -	\$ -	
Shared Service	\$ -	\$ -	\$ -	
Total Annual Salary	\$ 163,961	\$ 168,880	\$ 4,919	3.00%
Additional Salary				
Quantitative Merit Goals	\$ -	\$ -	\$ -	
Qualitative Merit Goals	\$ -	\$ -	\$ -	
Total Additional Salary	\$ -	\$ -	\$ -	
Total Annual Salary plus Additional Salary	\$ 163,961	\$ 168,880	\$ 4,919	3.00%
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)	\$ 750	\$ 750	\$ -	
Professional Development (Capped Amount or Estimated Annual Cost)	\$ 750	\$ 750	\$ -	
Tuition Reimbursement	\$ 9,000	\$ 9,000	\$ -	
Mentoring Expenses - Describe:	\$ -	\$ -	\$ -	
National/State/County/Local/Other Dues	\$ 1,600	\$ 1,600	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Board Paid Cell Phone or Reimbursement for Personal Cell Phone	\$ -	\$ -	\$ -	
Computer for Home use, including supplies, maintenance, internet	\$ -	\$ -	\$ -	
Other - Describe:	\$ -	\$ -	\$ -	
Total Other Compensation	\$ 12,100	\$ 12,100	\$ -	
Sick and Vacation Compensation				
Max Paid for Unused Sick Leave Upon Retirement or Separation	\$ 15,000	\$ 15,000	\$ -	
Max Paid for Unused Vacation Leave - Retirement or Separation	\$ 15,765	\$ 16,238	\$ 473	
Total Sick and Vacation Compensation	\$ 30,765	\$ 31,238	\$ 473	1.54%
TOTAL CONTRACT COSTS	\$ 206,826	\$ 212,218	\$ 5,392	2.61%