

**EMPLOYMENT CONTRACT FOR
BOARD SECRETARY/GENERAL COUNSEL**

THIS AGREEMENT made this _____ day of _____, 2012, by and between the Township of Union Board of Education, with administrative offices located at 2369 Morris Avenue, Union, New Jersey and James J. Damato (hereinafter "Mr. Damato").

W I T N E S S E T H:

WHEREAS, the Board desires to retain the services of Mr. Damato as Board Secretary/General Counsel for the Township of Union School District and Mr. Damato has agreed to serve in this capacity; and

WHEREAS, the Board and Mr. Damato 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. Damato hereby agree as follows:

**ARTICLE I
EMPLOYMENT**

A. The Board hereby agrees to employ Mr. Damato as Board Secretary/General Counsel effective July 1, 2012 through June 30, 2013. This is a twelve month position.

B. The annual salary for Mr. Damato shall be \$189,210 (One Hundred Eighty Nine Thousand Two Hundred Ten and 00/100/Dollars)

ARTICLE II DUTIES

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

A. To faithfully perform the duties of Board Secretary/General Counsel 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 Board Secretary/General counsel is incorporated by reference into this contract and shall be followed by Mr. Damato.

B. To devote his professional time, skills, labor and attention to this employment during the term of this contract. However, Mr. Damato may also lecture, engage in writing activities and speaking engagements and engage in other activities which are of a short-term duration 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 or Board of Education from time-to-time as may be required.

D. Mr. Damato shall attend working sessions, regular and special meeting 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 or Board of Education.

E. Mr. Damato 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, pursuant to N.J.S.A. 18A:11-12 and N.J.A.C. 6A:23A-7 as amended.

ARTICLE III CERTIFICATION

Mr. Damato represents that he is certified by the New Jersey State Board of Examiners to serve as a Board Secretary performing business functions and licensed as an Attorney at Law in the State of New Jersey, and that he shall maintain his certification and licensure in full force and effect throughout the life of this Agreement.

ARTICLE IV SICK DAYS

Mr. Damato 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, Mr. Damato shall be compensated at a rate of \$125 per day to a maximum payment of \$15,000 which shall be deposited into a designated 403(b) post-retirement account. This Article shall conform to the requirements of *N.J.S.A. 18A:30-3.5*, as amended and supplemented.

ARTICLE V
ASSOCIATION DUES/CONFERENCES

Mr. Damato 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. School Boards Association, N.J. Association of School Attorneys, Council of School Attorneys, NJ State Bar Association and NJLERA. The Board will also pay for attendance at one state convention with sufficient prior notice for the Superintendent's and the Board of Education's final approval. Reimbursement for permitted expenses shall be made in accordance with New Jersey Statutes and Administrative Code upon submission of a detailed voucher, which shall be reviewed for compliance prior to said reimbursement.

ARTICLE VI
AUTOMOBILE AND OTHER JOB-RELATED EXPENSES

Mr. Damato shall be required to use his personal automobile for Board of Education business, as needed or as directed, at the employee's own cost and expense. Employee shall be responsible to pay for all ordinary out-of-pocket expenses associated with the use of his personal automobile for Board of Education business, including tolls.

ARTICLE VII
VACATION DAYS

On July 1st of each year, Mr. Damato shall be credited with twenty-five (25) vacation days for the previous school year. Mr. Damato shall take vacation time only after prior review and approval of the Superintendent. Upon retirement or other separation from employment, Mr. Damato shall be compensated for all his accumulated and unused vacation days up to a maximum of fifty (50) days. Vacation days are compensated at the daily rate of pay at time of severance. Said days may be paid to the individual's estate or beneficiaries in the event of the individual's death prior to separation.

**ARTICLE VIII
HOLIDAYS AND LEAVES OF ABSENCE**

Mr. Damato shall receive seventeen (17) 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. Damato 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. Damato 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. 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. Damato 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 XI
HEALTHCARE BENEFITS**

Throughout the term of this Employment Contract, the Board shall provide Mr. Damato with full family health insurance coverage (presently School Employees Health Benefits Plan) and dental care (presently Delta Dental). **Mr. Damato shall reimburse the Board of Education, via payroll deduction, in the minimum amount as set forth in P.L. 2011, c. 78, as amended and supplemented.**

**ARTICLE XII
TUITION REIMBURSEMENT**

Mr. Damato shall not be eligible for tuition reimbursement.

**ARTICLE XIII
CELLULAR PHONE**

~~—The Board shall provide, at its expense, the Board Secretary/General Counsel with a cellular phone and it shall remain the property of the Board.~~

**ARTICLE XIII
EVALUATION**

Mr. Damato shall be evaluated at least annually by the Board of Education in accordance with the provisions of Title 18A.

**ARTICLE XIV
TERMINATION**

Notwithstanding any other provisions of this Agreement, either party hereto may elect, at their sole option, to terminate upon the giving of not less than sixty (60) days' notice of such termination to the other party. Such notice of termination shall be in writing and sent certified mail, return receipt requested or by personal delivery by the party electing to terminate pursuant to the Article.

**ARTICLE XV
MODIFICATION OF CONTRACT TERMS**

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

**ARTICLE XVI
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 XVII
NEW JERSEY LAW**

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

**ARTICLE XVIII
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.

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: _____
Francis R. Perkins, President

and

_____ James J. Damato
Board Secretary/General Counsel