

Diana McCracken

From: Anonymous <opra+request-1222-d60cabed@requests.opramachine.com>
Sent: Friday, February 09, 2018 7:43 PM
To: Diana McCracken
Subject: Open Public Records Act request - Administrator Contract

Dear Little Egg Harbor Township,

This is a request for public records made under OPRA and the common law right of access. Please acknowledge receipt of this message.

Records requested:

Copies of all contracts or addendums thereto executed with Business Administrator Garrett Loesch January 1st, 2015 to February 8, 2018

Yours faithfully,

Anonymous

Please use this email address for all replies to this request:
opra+request-1222-d60cabed@requests.opramachine.com

Is mccracken@leht.com the wrong address for Open Public Records Act requests to Little Egg Harbor Township? If so, please contact us using this form:
https://opramachine.com/change_request/new?body=little_egg_harbor_township

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Please note that in some cases publication of requests and responses will be delayed.

If you find this service useful as an OPRA officer, please ask your web manager to link to us from your organisation's OPRA page.

RESOLUTION NO. 2016 – 221

**RESOLUTION OF THE TOWNSHIP OF LITTLE EGG
HARBOR, COUNTY OF OCEAN, STATE OF NEW
JERSEY, AUTHORIZING THE EXECUTION OF AN
EMPLOYMENT AGREEMENT WITH GARRETT
LOESCH AS TOWNSHIP ADMINISTRATOR/CFO**

WHEREAS, the previous Employment Agreement with Garrett Loesch as Township Administrator/Chief Financial Officer expired on December 31, 2014 and it was necessary for Township Officials to negotiated a new employment agreement; and

WHEREAS, the Township Committee and Garrett Loesch have come to an agreement with regard to the terms of Mr. Loesch's continued employment and have memorialized same in an Agreement attached hereto as Schedule A; and

WHEREAS, the governing body wishes to approve the execution of the Employment Agreement with Garrett Loesch for the period of January 1, 2015 through December 31, 2019.

NOW, THEREFORE, BE IT RESOLVED, by the governing body of the Township of Little Egg Harbor, County of Ocean, State of New Jersey as follows:

1. That the governing body hereby authorizes the execution of an employment agreement with Garrett Loesch for the position of Township Administrator/CFO, the terms of which are memorialized in an agreement attached hereto as Schedule A.
2. That the Mayor is hereby authorized to execute the employment agreement with Garrett Loesch for Township Administrator/CFO.
3. That a certified copy of this resolution shall be forwarded to Garrett Loesch.

CERTIFICATION

CERTIFICATION

I, **DIANA K. MCCRACKEN, RMC**, Municipal Clerk of the Township of Little Egg Harbor do hereby certify that the foregoing resolution was duly adopted by the Township of Little Egg Harbor Township Committee at a meeting held on the 13th day of October, 2016.


DIANA K. MCCRACKEN, Township Clerk
Little Egg Harbor Township

#3700

**hhAGREEMENT BETWEEN
TOWNSHIP OF LITTLE EGG HARBOR**

AND

**GARRETT K. LOESCH, CMFO
CHIEF FINANCIAL OFFICER and
TOWNSHIP ADMINISTRATOR**

JANUARY 1, 2015 TO DECEMBER 31, 2019

THIS AGREEMENT made this ____ day of _____, 2016, by and between the **TOWNSHIP OF LITTLE EGG HARBOR**, a municipal corporation of the State of New Jersey. Having its principal offices located at 665 Radio Road, Little Egg Harbor, New Jersey 08087, (hereinafter referred to as the "Township" or "Employer") and **GARRETT K. LOESCH**, Chief Financial Officer and Township Administrator (hereinafter referred to as "Loesch" or "Employee").

WITNESSETH:

1. TERM: This is an employment contract commencing as of January 1, 2015 and continuing through December 31, 2019.

2. POSITION: The Certified Municipal Finance Officer (CMFO) is a statutory position, pursuant to N.J.S.A. 40A:9-140, et seq.

The Township Administrator is a statutory position, pursuant to N.J.S.A. 40A:9-136, et seq.

3. HOLIDAYS

The following days are designated as official Township holidays:

NEW YEARS DAY
PRESIDENTS DAY
GOOD FRIDAY
MEMORIAL DAY
LABOR DAY
PRIMARY DAY
VETERANS DAYS
CHRISTMAS DAY

MARTIN LUTHER KINGS BIRTHDAY
LINCOLN'S BIRTHDAY
EASTER SUNDAY
JULY 4th
COLUMBUS DAY
ELECTION DAY
THANKSGIVING DAY
FRIDAY AFTER THANKSGIVING DAY

The Employee will agree to forfeit Primary Day as a holiday. The Employee will agree to forfeit Election Day and any other day(s) forfeited by the Department Heads (LEHTEA) Association during negotiations in settling their contract.

The Employee reserves the right, that in the event he should be required to work on a scheduled holiday, he may choose an alternate day off. A written memo to the payroll department will be required for documentation.

4. WORK WEEK:

The parties agree and acknowledge that the CFO/Administrator shall serve as a salaried employee and is exempt from overtime or compensation time. The Township work-week is Monday through Friday from 8:30 am to 4:30 pm. The Township acknowledges the Employee may work a varied schedule and his workday may differ from the Township work-day hours. The Employee agrees and acknowledges that his job duties may often require him to work more than the traditional 40 hour work week without additional compensation. In accordance with the Fair Labor Standards Act, the Employee shall not be required to work a minimum number of hours per week. However, the Employee shall be required to fulfill his duties, job procedures and directives as defined in State statues N.J.S.A. 40A:9-136 and N.J.S.A. 40A:9-140, et seq. Additional duties will not be assigned without mutual consent and agreement. Should the Employee be absent from the office four or more consecutive hours in a workday, he shall be required to utilize his available leave time as appropriate to the circumstances.

The Employee reserves the right, that in the event he should work on a non-scheduled workday, he may choose an alternate day off. A written memo to the payroll department will be required for documentation.

5. VACATION AND PERSONAL LEAVE TIME:

Vacation Leave: The Employee receives twenty-five vacation days annually. Vacation leave time is granted in full at the commencement of each year in anticipation of continued employment. The dual duties served as CFO and Administrator are unpredictable and unforeseen situations may and often do occur. It is understood the Employee is at all times obliged to fulfill the duties set forth and because of such, may be unable to use the allocated vacation time, as a result the Employee will be permitted to accrue unused vacation hours without forfeiture.

Personal Leave: The Employee shall be granted seventy-two hours per year for personal use, and agrees to forfeit any and all bereavement time. Personal leave time must be used in full or be forfeited each calendar year. In the event of extraordinary circumstances, the Mayor has the authority to permit limited carryover of hours.

6. SICK LEAVE BENEFITS:

The Employee shall receive fifteen days annually. The sick leave time will be granted at the commencement of each year in anticipation of continued employment. In the event of separation, unearned sick time will be forfeited. All unused annual sick leave will accrue as required and in full accordance with N.J.A.C. 4A:6-1.3(f).

7. SUPPLEMENTAL COMPENSATION ON RETIREMENT (SCOR)

Upon execution of this agreement, and upon retirement from employment for any reason other than the exceptions listed below, the Employer and Employee agree to compensate the Employee for earned unused sick time based on the SCOR formulas set forth herein.

In the event of separation due to criminal activity surrounding actions associated with his duties or a criminal conviction surrounding the associated duties, the Employee will **NOT** be eligible for any SCOR payments.

Any compensation received under any shared service agreements will be exempt and **NOT** be eligible and will be excluded from the computation.

Periods of leaves of absence without pay shall **NOT** be eligible and will be excluded from the computation.

Shall the Employee expire prior to retirement or final payment; the estate of the employee shall be eligible to receive the SCOR payment. Payment in such case shall be made to the Employee's estate within sixty (60) days from the date the employer receives notice of the passing. In such cases the SCOR payment shall be computed at a full rate of the Employee's daily rate of pay for each day of earned and accumulated sick leave time at the effective date of passing. The daily rate shall be based upon the Employee's current compensation for all duties.

SCOR shall be computed at the rate of half (50%) the Employee's compensation for all earned and accumulated sick leave at the effective date of retirement.

Payment of SCOR shall not affect any pension or retirement benefit calculations for which the Employee is eligible. The Employee may elect to exercise terminal leave in accordance with this section using all accumulated time prior to SCOR.

SCOR Calculations (calculated by the payroll department);

Step 1 - Certify number of days earned, unused accumulated sick leave time

Step 2 - Deduct number of days (not to exceed the maximum) of terminal leave

Step 3 - Calculate SCOR payment based upon balance of sick leave days

Example - step 1 - 100 days

Step 2 - 45 days terminal leave at full current rate of pay

Step - 3 Calculate SCOR payment based on 55 days.

8. HEALTH AND WELFARE

Employer will provide Health Insurance Coverage to the Employee in accordance with the following provisions:

Employer will provide the same medical and hospitalization coverage, prescription coverage, dental coverage, vision coverage, and life insurance coverage to the Employee, his spouse and eligible dependents as is offered to all other employees.

It is agreed that the Employer reserves the right to change coverage, including the right to change carriers, plans and to make modifications to health plans, however, that there is no reduction in the level of benefits that are currently in effect, meaning equal or better coverage as is offered to all other employees.

The Employee agrees to follow all state mandates and laws in accordance to employee health contributions as enacted under Chapter 78, P.L. 2011.

This benefit shall terminate and be converted at the time the Employee and/or covered spouse reaches the age of Medicare eligibility. This modification will convert to cover the cost of Medicare Plan B coverage for the Employee and/or covered spouse.

9. COMPENSATION

Employee serves jointly as the Township's Chief Financial Officer and Administrator and receives a combined annual salary for these duties which acts as the foundation of his base salary. Employee shall receive annual adjustments to his base salary subject to the provisions of N.J.S.A. 40A:9-165 and only equal to those of the statutory positions named within, following the terms of this contract.

The employee shall receive a salary of \$25,468.99 allocated as Township Administrator.

The employee shall receive a salary of \$112,873.01 allocated as the Chief Financial Officer.

Any annual adjustments to be paid to the Employee during the term of this agreement shall be in accordance with the provisions governing statutory positions under NJSA 40A:9-165 as negotiated

in their respective contracts. (Statutory positions include: Municipal Clerk, Municipal Tax Collector, Municipal Tax Assessor, and Municipal Chief Finance Officer)

10. GENERAL PROVISIONS

It is understood that the Employer will cover the expenses of achieving and sustaining all professional certificates, annual continued education classes (CEUs), licenses, degrees and any other requirements of the positions held or used on behalf of the Township while conducting his duties.

The Employee falls under the guidelines of the Critical Incident Command of the State Emergency Management program. It is understood that the duties of the Administrator and Chief Financial Officer, are both critical and essential emergency response positions. As such, the Employee will have a Township vehicle available for use at all times. The Employee agrees to be available at all times and respond as required under the guidelines of the Critical Incident Command of the State Emergency Management program. This vehicle will be maintained by the Township meeting all appropriate and current standards. The vehicle will be equal to or the same as is currently assigned to the employee.

The Employer will permit the Employee to work outside of the municipality in his related fields of expertise. It is understood that occasional interactions may occur during normal workhours, but this work shall not interfere with any duties the Employee serves within the Township.

The Employer will provide, or reimburse, for a cell phone and data plan that enables the Employee to maintain constant availability with and by the Township executive staff and governing body.

The Employer agrees that conducting the functions and operations of the Township properly necessitates the use of professional services. The Township's appointed professionals will be available for conducting such services for the Township at the discretion of the Employee and without additional approvals. Supplementary professional services are authorized to conduct business following the procedures of New Jersey procurement laws.

11. COMPLETENESS OF AGREEMENT/DURATION

This agreement constitutes the entire agreement between both parties and contains all the benefits the Employee is entitled to receive notwithstanding the established past practices in existence prior to this contact.

In Witness Whereof, the parties have hereto caused these presents to be signed by their proper officials.

Township of Little Egg Harbor:

Eugene Kobryn
By: Mayor Eugene Kobryn

10/18/16
Date:

Garrett Loesch, CMFO
Administrator/CFO

10-18-16
Date:

Diana K. McCracken
Witnessed:

Diana McCracken, Municipal Clerk

10-18-16
Date: