

EMPLOYMENT AGREEMENT

This AGREEMENT is made this 24th day of November, 2022, by and between THE BOROUGH OF LITTLE SILVER, in the County of Monmouth, State of New Jersey (hereinafter referred to as the "Borough") and Kevin Burke (hereinafter referred to as "Burke" or "Employee") (Borough and Employee are collectively referred to as the "Parties").

WHEREAS, the Borough wishes for Burke to serve as Administrator/Borough Clerk and Burke wishes to serve in that position; and

NOW, THEREFORE, in consideration of the promises set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. (a) **Term and Salary.** Effective upon the present Administrator/Borough Clerk's retirement April 1, 2022, Burke shall serve as Administrator in accordance with in accordance with N.J.S.A. 40A:60-7(a), N.J.S.A. 40A:9-136 et seq., and Chapter 2-1.1 of the Code of the Borough of Little Silver and Acting Borough Clerk in accordance with N.J.S.A. 40A:9-133. Upon the effective date of this Agreement, Burke shall receive an annual salary of \$125,000.00 for the position of Administrator and Acting Borough Clerk, to be paid in the same manner in which the Borough pays all of its employees. Upon attaining certification as Registered Municipal Clerk pursuant to N.J.S.A. 40A:9-133.2, Burke shall be entitled to an additional \$10,000 salary increase and be appointed Borough Clerk. Burke shall be entitled to increases afforded all employees or merit increases beginning in 2024.

(b) **Overtime.** Burke acknowledges that as Administrator, he is a bona fide managerial/supervisory/executive/administrative employee and is therefore exempt from overtime payments under the Fair Labor Standards Act and regulations.

(c) This Agreement shall remain in effect until December 31, 2022, at which time, it shall automatically renew for one-year periods unless either party provides written notice of its intent to cancel or renegotiate the terms of this Agreement. Such notice shall be provided at least 30 days prior to its expiration. Notwithstanding the foregoing, Burke acknowledges and agrees that the Borough may terminate this Agreement at any time, in accordance with N.J.S.A. 40A:9-138. The reimbursement provisions of Paragraph 3 shall survive any termination of this Agreement.

2. **Duties.** Burke agrees to perform to the best of his ability the duties and in accordance with the generally accepted standard of care of administrators and borough clerks, and hold all certificates required for that position and as set forth in the job description for said position and applicable New Jersey Statutes, New Jersey Administrative Code, Rules, Regulations, Borough Code, and other Policies, Resolutions or Ordinances adopted by the Borough. Notwithstanding the foregoing, Burke shall be required to attend committee meetings on request and all meetings of the governing body, for which he shall not receive any additional compensation.

3. **Professional Development.** The Borough shall reimburse Burke for the cost of all prerequisite courses necessary for the certification and licensure of the position of Registered Municipal Clerk as outlined above. Should Burke terminate employment in the Borough as Borough Clerk prior to his (5) year employment anniversary to accept employment with another Municipality, Burke shall reimburse the Borough for its payment of the above courses.

4. **Sick, Holidays, Vacation and Personal Days.** In the position of Administrator/Acting Borough Clerk, Burke shall be entitled to 15 annual vacation days, prorated. Upon receipt of the RMC license, Burke shall be entitled to 20 vacation days, prorated. Burke shall receive the same annual sick, holidays, and personal days as provided by Borough Policy. Commencing January after receiving the RMC license, Burke shall accrue additional vacation days in the manner provided by Borough Policy.

5. **Health Benefits.** Burke waives medical coverage and shall be entitled to waiver incentive provided to Borough employees who waive such coverage.

6. **Modification.** The agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both Parties.

7. **Severability.** If, during the term of the Agreement, it is found that a specific clause of the Agreement is illegal, the remainder of the Agreement not affected by such a ruling shall remain in force.

8. **Choice of Law.** New Jersey law shall govern the contract, excluding its conflicts of law and choice of law principles.

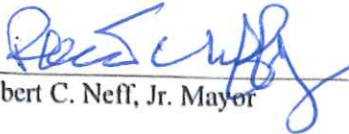
9. **Arbitration.** This clause means that any employment disputes, including, but not limited to, discrimination claims and termination disputes shall be submitted to binding arbitration. By signing this Agreement, Employee is waiving his right to a trial by a court and jury. Any claim, dispute, and/or controversy (including, but not limited to, any claims of discrimination and harassment, whether they be based on the New Jersey Law Against Discrimination ("NJLAD"), Title VII of the Civil Rights Act of 1964, as well as all other state, federal or local laws or regulations) arising from, related to, or having any relationship whatsoever with Employee's employment, whether based on tort, contract, statutory, or equitable law or otherwise, (with the sole exception of New Jersey Workers Compensation claims) shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the New Jersey Uniform Arbitration Act. Each party shall be responsible for its own legal fees and other costs, if any. The cost of the arbitrator's services, and any other fees or costs related to the arbitration shall be borne equally by the parties to this Agreement. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including but not limited to, notions of "just cause") other than such controlling law. Any Arbitration shall be conducted by a retired Judge of the Superior Court of New Jersey, mutually selected by the Parties. The Parties agree to reasonably consult to select an arbitrator.

10. **Entire Agreement.** The Agreement contains and constitutes the entire understanding and agreement between the Parties hereto respecting the subject matter hereof and supersedes and cancels all previous negotiations, agreements, commitments and writings in connection herewith. The Agreement cannot be released, discharged, abandoned, supplemented, changed or modified in any manner, orally or otherwise, except by an instrument in writing of concurrent or subsequent date signed by a duly authorized officer or representative of each of the Parties hereto.

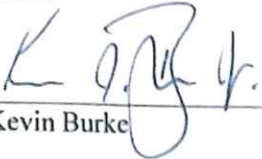
IN WITNESS WHEREOF, the Borough has hereunto caused the instrument to be executed by its proper officers and its seal to be hereunto affixed and Employee has hereunto set her hand and seal the day and year as written below.

THE BOROUGH OF LITTLE SILVER

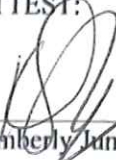
BY:


Robert C. Neff, Jr. Mayor

Dated:


Kevin Burke

ATTEST:


Kimberly Jungfer, Borough Clerk

Dated:


Date