

AGREEMENT

THIS AGREEMENT, entered into on this ____ day of _____, 2021, by and between the Township of Neptune, in the County of Monmouth and State of New Jersey (hereinafter referred to as the "Township"), and Gina M. LaPlaca (hereinafter referred to as the "Employee").

In consideration of the mutual covenants contained herein, the Township and Employee agree as follows:

ARTICLE I **EMPLOYMENT**

The Township hereby appoints Employee as the Township Business Administrator effective January 1, 2022. Employee accepts the appointment and represents that she will faithfully and fully perform the duties of said position. Employment with the Township shall commence on November 22, 2021, and Employee shall act as the Assistant Business Administrator, working with the current Business Administrator, Vito Gadaleta, whose term expires on December 31, 2021, to familiarize herself with the Township's operations.

ARTICLE II **FULL-TIME COMMITMENT**

Employee shall devote her full-time attention and energy to the business of the Township and shall not engage in other employment or activities that would interfere with the performance of her duties as Township Business Administrator.

ARTICLE III **TERM**

Employee's employment with the Township shall commence on November 22, 2021, as the Township's Assistant Business Administrator until December 31, 2021. Effective January 1, 2022, Employee shall assume all duties of the position of Business Administrator, and shall serve at the pleasure of the Governing Body subject to the provisions of N.J.S.A. 40A:9-138.

ARTICLE IV **EMPLOYEE'S RESPONSIBILITIES**

Pursuant to state law, the Ordinances of the Township and the regulations and policies established by the appropriate authority, the responsibilities of the appointed Employee shall include the responsibility to:

- a) Perform those duties as are required by the laws of the State of New Jersey and Chapter 2 of the Code of the Township of Neptune.

ARTICLE V **TOWNSHIP VEHICLE**

Employee shall be provided a Township vehicle which use shall be governed in accordance with Chapter IX, Paragraph 9-26 of Personnel Policies for Class A employees.

ARTICLE VI
SICK LEAVE

The Employee shall receive twelve (12) sick days per year, which shall be earned on a monthly basis of one (1) day per month. If the Employee uses none or only a portion of such allowable sick leave for any calendar year, the amount of unused sick leave shall accumulate to her credit from year to year, not to exceed a total of 180 days.

ARTICLE VII
VACATION, PERSONAL DAYS AND HOLIDAYS

1. The Employee shall receive ten (10) Vacation days per year.
2. Employee shall receive three (3) Personal Days her first year of employment. After her first year of employment, Employee shall receive six (6) Personal Days per calendar year.
3. Employee shall receive the same paid Holidays as provided to the Neptune Township Department and Division Heads Association.

ARTICLE VIII
HEALTH BENEFITS

Employee has waived coverage under the Township Health Benefits program. There shall be no compensation awarded.

ARTICLE IX
SALARY

The Annual Base Salary for the Employee shall be \$170,000.00, which shall be paid in regular increments in accordance with the Township's regular payroll.

ARTICLE X
SEVERABILITY

If any provision of this Agreement, or any application of this Agreement, is held to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XI
BENEFITS NOT COVERED BY THIS
AGREEMENT

All employment conditions not covered by this Agreement shall continue to be governed, controlled, and interpreted by reference to Township Ordinances, or Rules and Regulations of the Township. Employee shall be entitled to any other benefits which Township Employee's customarily enjoy, but that has not been specifically included in this Agreement, at a level equal to or better than those provided to the Township Department and Division Heads Association.

ARTICLE XII
ENTIRE AGREEMENT

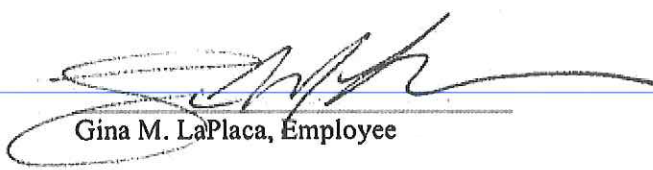
This Agreement contains the entire understanding between the parties and may not be modified or amended except by mutual agreement of the parties incorporated in writing, signed by both parties and with a formal public action of the Township.

ARTICLE XIII
GOVERNING LAW

This Agreement shall be construed in accordance with the provisions of the laws of the State of New Jersey. In the event of a conflict between State law and/or regulation and any provision of this contract, State law and regulation shall control. Township policy adopted subsequent to the execution of this Agreement, which changes the terms and conditions of the Employee's employment, shall not affect this Agreement, nor be binding.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date specified below:

TOWNSHIP OF NEPTUNE



Gina M. LaPlaca, Employee

Michael Brantley, Mayor