

EMPLOYMENT AGREEMENT
FOR PERIOD
JULY 1, 2021 TO JUNE 30, 2025

THIS AGREEMENT made and entered into as of the 1st day of July, 2021 and between the Township of North Bergen, New Jersey ("Township") and Janet Castro ("Employee") for the purpose of reaching a mutual understanding, promote harmonious relations, effect good and efficient service, and both parties agree to be bound by all terms and conditions of this agreement.

WITNESSETH:

WHEREAS, Employee desires to be employed by Township and Township desires to obtain the services of Employee pursuant to and in accordance with the provisions of this Agreement.

NO, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, the parties hereby agree as follows:

1. Employment and Duties of Employee

Subject to the terms and conditions hereinafter set forth, Township hereby employs Employee as its Township Administrator and Employee accepts such employment and agrees to devote his full business time and attention, skill, energy and best efforts to the performance of his duties hereunder and to the promotion of the business and interest of the Township. Employee agrees that due to the nature of the responsibilities of said position, the hours are flexible but a minimum of 35 hours is required per week. Consequently, any other employment that is undertaken is not in conflict with this contract so long as it does not prohibit said employee from the 35 hours per week due to the Township. Employee agrees that his duties hereunder shall be the duties of the Township's Chief Administrative Officer and in addition, he agrees to comply with such direction and instructions as the Commissioner of the Department of Public Affairs may reasonably give or impose.

2. Term

The Administrator shall be appointed by majority vote of the governing body for the term July 1, 2021 through June 30, 2025.

3. Compensation

Employee's base salary shall be at the rate of \$195,000 a year and Employee shall receive the following annual increases during the term inclusive of annual cost of living adjustments afforded to all other non-union employees:

7/1/22	\$200,000
7/1/23	\$205,000
7/1/24	\$210,000

205,000
215,000
225,000
235,000

[Handwritten signature]

4. Benefit Plan

- a. Employee shall be entitled to the same benefits given all non-union employees of the Township, which benefits currently include Blue Cross/Blue Shield Health Coverage, a Prescription Plan, a Dental Plan and Eye Care Plan.
- b. Employee shall be entitled to all paid holidays given to other non-union Township Employees.
- c. Employees shall be entitled for five (5) weeks vacation per year. Employee may accumulate and be paid for only the current and previous years vacation upon separation. However, where the Commissioner of Public Affairs agrees that employee may not take time as required due to work constraints, he may authorize Employee to carry forward such time or to be compensated prior to June 30th of the year following accumulation. A pay out of said accumulated vacation days, or a portion thereof, may be paid prior to June 30, 2022 or some other arrangement, as may be agreed by the parties.
- d. Employee shall be enrolled in the New Jersey Public Employee Retirement System.
- e. Employee shall be entitled to the same number of paid sick days and sick leave policy days as enjoyed by all other Township employees.
- f. Employee shall also have the benefit of the policy concerning accumulation of unused sick days which applies to all other non-union Township employees.
- g. Employee will be permitted reasonable time to attend seminars and conferences and shall be entitled to reimbursement of expenses for this professional development.
- h. Employee will be allowed full use of a Township owned vehicle or leased vehicle. Effective July 1, 2021, in the event the Township and/or the Administrator opt to not assign or use a Township owned or leased vehicle, the Township Administrator will be entitled to a \$400 per month car allowance covering any and all expenses related to the use of the personal vehicle (gas, maintenance, insurance, etc.).

5. Termination of Employment

Employee shall be at the will of the employer but if employer terminates employment prior to the full term hereof, employee shall be entitled to six (6) months severance pay. In the event, however, that employment shall terminate due to death or such disability or resignation of the employee as would prevent him from substantially performing his duties hereunder, then employee or his estate shall be entitled only to any unpaid salary that shall have accrued through the last day of the month through which termination shall have occurred together with any accrued vacation or unused sick time in accordance with this contract.

6. Confidential Information

Employee acknowledges an obligation of confidence to the Township and shall not, at any time during or subsequent to his employment by the Township, disclose or use (other than as may be authorized in writing by the Township or as necessary in the performance of duties under this Agreement) any secret, private or confidential information or other proprietary knowledge obtained or acquired by him at anytime while employed by the Township. Upon termination or other cessation of his employment, Employee shall deliver to the Township all property, equipment, records and copies of the Township which are then in his possession.

7. Severability

This Agreement shall be governed by the laws of the State of New Jersey and the invalidity of any portion of this Agreement shall not affect the enforceability of the portion of this Agreement or any part hereof, all of which are inserted conditionally on their being valid in law, and in the event that any portion or portions contained herein shall be invalid, this instrument shall be constructed as if such invalid portion or portions has not been inserted.

8. Waiver

Failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of such right or power at any other time or times. A waiver of any terms, covenants or conditions hereof shall be effective only if it is set forth in writing, specifics or otherwise, and is signed by the waiving party.

9. Benefits

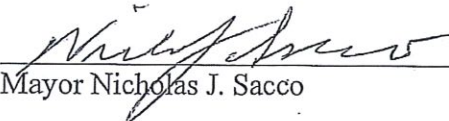
Except as otherwise herein expressly provided, this Agreement shall insure to the benefit of and be binding upon the Township, and Employee, his heirs, executors, administrators and legal representatives, provided that the employment obligations of Employee hereunder shall not be delegated.

10. Entire Agreement

This Agreement contains the entire agreement between the parties hereto, and the same shall not be modified or altered except by another written agreement executed by both parties hereto.

IN WITNESS WHEREOF the parties hereto have herein set their hands and seals the day and the year first above written.

THE TOWNSHIP OF NORTH BERGEN

BY: 
Mayor Nicholas J. Sacco

BY: 
Janet Castro