

EMPLOYMENT AGREEMENT

This AGREEMENT is made this ____ day of _____, 2020, by and between THE BOROUGH OF SHIP BOTTOM, in the County of Ocean, State of New Jersey (hereinafter referred to as the "Borough") and KATHLEEN FLANAGAN (hereinafter referred to as "Flanagan" or "Employee")(Borough and Employee are collectively referred to as the "Parties").

WHEREAS, the Borough wishes to hire Flanagan to serve as Chief Financial Officer and Qualified Purchasing Agent and Flanagan wishes to serve in those positions; and

WHEREAS, the Borough and Flanagan acknowledge and agree that Flanagan has obtained tenure as the Chief Financial Officer pursuant to N.J.S.A. 40A:9-140.13(e).

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. Flanagan shall serve as Chief Financial Officer in accordance with N.J.S.A. 40A:9-140.10, in which she has obtained tenure pursuant to N.J.S.A. 40A:9-140.13(e), and Chapter 2.28.020 of the Code of the Borough of Ship Bottom. Flanagan shall also serve as Qualified Purchasing Agent ("QPA") and Borough Coordinator for the Borough. The term of this Agreement shall be from the date written above to December 31, 2023. Notwithstanding the foregoing, the Borough may terminate the Agreement as provided for by applicable law. Lastly, Flanagan shall provide the Borough with 60 days notice of her intent to retire or otherwise resign her employment.

(b) Salary. Upon the effective date of their Agreement, Flanagan shall receive the following annual aggregate salary for the positions of Chief Financial Officer, QPA, and Borough Coordinator to be paid in the same manner which the Borough pays all of its employees:

2021	\$136,365.00*
2022	\$141,092.00*
2023	\$145,915.00*

*Includes \$2,000 per year for additional duties added to base salary

Flanagan shall not be entitled to any other compensation or remuneration of any kind, except as may otherwise be specified in this Agreement.

(c) Longevity. Employee shall be entitled to longevity payment of \$4,756/65 in 2018 only. Effective January 1, 2019, Employee shall not be entitled to longevity payment of any kind.

(d) Overtime. Flanagan expressly acknowledges that as Chief Financial Officer, she is a bona fide managerial/supervisory/executive/administrative employee, and is therefore exempt from overtime payments under the Fair Labor Standards Act and regulations.

2. Duties. Flanagan agrees to perform to the best of her ability the duties of Chief Financial Officer, QPA, and Borough Coordinator. Flanagan shall hold all certificates required for those positions and perform those duties as set forth in the job description for said positions and applicable New Jersey Statutes, New Jersey Administrative Code, Rules, Regulations and other Policies, Resolutions or Ordinances produced or adopted by the Borough or as directed from time to time by the Mayor and Governing Body. Employee shall dedicate at least 35 hours per week to the duties of Chief Financial Officer, QPA and Borough Coordinator, the duties of which are contained in Resolution 2018-126. It is expressly understood and agreed that Flanagan shall be permitted to flex her hours on Tuesdays and Thursdays; however, such flex time shall in no way alleviate the requirement that Flanagan perform at least 35 hours of work per week for the Borough. In addition to the aforementioned hours per week, Flanagan shall be required to attend committee meetings and meetings of the governing body on request, which may occur outside of normal business hours, for which she shall not receive any additional compensation.

3. Sick, Holidays, Vacation and Personal Days. Flanagan shall be entitled to the same annual sick, holidays, vacation and personal days as provided by the agreement between the Borough and the Office Professionals.

(a) Upon retirement or death, Employee shall be paid for fifty percent (50%) of all unused sick leave which they have accumulated at the current salary rate at the time of retirement or death, up to a maximum of \$15,000.00.

(b) Employee may sell back, at the rate of fifty percent (50%) dollar value, up to two (2) weeks of unused sick time, in one-week increments, each year. Employee must maintain a minimum of fifty (50) sick days. Payout shall be in November of each year.

(c) Employee shall be entitled to sell back up to ten (10) vacation days per year, paid at 100% of the Employee's per diem rate. Payment shall be made in November.

4. Health Benefits. Flanagan shall be entitled to health benefits upon the same terms and conditions which the Borough provides benefits to its employees. Notwithstanding, Flanagan shall contribute to the cost of health benefits in an amount equal to that required by P.L 2011, c. 78, regardless of any sunset provision contained therein.

5. 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.

6. 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.

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

8. 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 Flanagan has hereunto set her hand and seal the day and year as written below.

THE BOROUGH OF SHIP BOTTOM

ATTEST:

BY:

William Huelsenbeck, Mayor

Dated

Kristy Davis, RMC

Dated

Kathleen Flanagan

Dated