

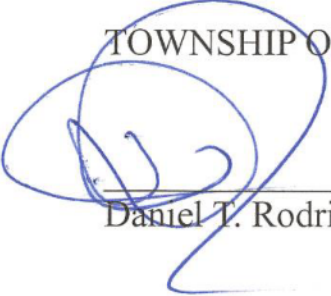
**MEMORANDUM OF UNDERSTANDING REGARDING THE TERMS
AND CONDITIONS OF EMPLOYMENT OF JONATHAN SALONIS—
BUSINESS ADMINISTRATOR**

- (1) The terms and conditions of this memorandum shall take effect retroactive to his start date of February 1, 2024 until February 1, 2025. Nothing contained herein, however, shall prohibit the Mayor from exercising his authority pursuant to N.J.S.A. 40:69A-43(c). Should a new contract not be entered into prior to the date of expiration of this agreement, the terms and conditions set forth in this agreement shall remain in effect until either (a) a new contract is entered into by the parties or (b) Mr. Salonis' involuntary or voluntary termination of his employment as Township Administrator.
- (2) **Salary:** The parties agree that the annual salary during the term of this agreement for the services of the Township Administrator shall be \$165,000.00, excluding any stipends for which Mr. Salonis may be eligible.
- (3) **Leave time:** Mr. Salonis is hereby entitled the following leave time:
 - a. Fifteen (15) Vacation Days
 - b. Twelve (12) Sick Days
 - c. Three (3) Personal Days
 - d. One (1) Floating Holiday
- (4) **Health Insurance:** Mr. Salonis is entitled to the health coverage offered by the Township, subject to the required employee contribution as set forth in the Township Code; however, should he decide to forego health coverage, he shall be entitled to a \$5,000.00 health care opt-out stipend, paid each year on the date that all other Township employees receive reimbursements for same.
- (5) **Carry-Over of Unused Vacation Days:** This shall be guided by the policy contained in the latest edition of the Township's Employee Policy and Procedures Manual.
- (6) **Motor Vehicle:** The Township Administrator shall be entitled to utilize a Township motor vehicle 24 hours per day, 7 days per week, as the Township Administrator must be available 24 hours per day and 7 days per week to address Township issues.

- (7) **Duties and Responsibilities:** Duties and responsibilities of the Township Administrator shall be set forth in the provisions of N.J.S.A. 40A:9-136, et seq., and as otherwise set forth by state statute or municipal ordinance.
- (8) **Hours of Work:** The Township Administrator is a management position and he understands that as such, he cannot always rely on a standard set of hours of employment to meet his responsibilities. Both parties understand this basic premise and further hereby agree that the Administrator is an exempt employee under the Fair Labor Standards Act for the purposes of overtime, compensatory time, etc. The parties hereby agree that there will be no compensatory time and overtime for work performed by the Township Administrator and the total compensation to be paid to the Township Administrator is fully contained in the provisions of this agreement, as well as any stipends he may receive. It is known to the parties that the Township Administrator position requires hours of work outside of regular working hours. As such, the Administrator shall be permitted to reasonably adjust his hours for work in the Township to reflect those other commitments. Any such adjustment occurring on a regular basis shall be approved by the Mayor. Nevertheless, the Administrator's general hours are standard work days from 8:30 A.M. until 4:30 P.M.
- (9) **Transition Upon Termination of Employment:** The Administrator is entitled to be compensated for any unused leave time, pursuant to the policies contained in the Employee Policies and Procedures Manual. In addition, the Administrator shall be entitled to three (3) months pay in accordance with N.J.S.A. 40A:9-138.
- (10) **Renewal:** The terms and conditions contained in this agreement shall remain in full force and effect until either of the following occur:
- (a) The voluntary termination of employment by the Administrator; or
 - (b) termination by the Township in accordance with state law.
- (11) **Policies and Procedures Manual:** Unless otherwise explicitly set forth in this memorandum, all other terms and conditions of employment which are contained within the most recent edition of the Township's Policies and Procedures Manual, as same pertains to non-union, management level employees, shall be incorporated into this memorandum by reference, as if set forth more fully herein at length, and all future amendment to said policies and procedures shall be included as a term and condition of his employment.

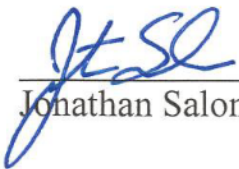
- (12) **Waiver or Breach:** No waiver by any party of any condition, or of the breach of any term contained in this memorandum, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or considered as a further continuing waiver of any such condition or of the breach of such term or any other term of this memorandum.
- (13) **Indemnification and Hold Harmless:** The Township shall indemnify, save harmless, and defend the Administrator against any and all claims, losses, costs, attorney's fees, damages or injuries arising from the Administrator's negligent actions during the discharge of his obligations and duties in the position of Township Administrator. The Township shall not indemnify and save harmless the Administrator against any and all claims, losses, costs, attorney's fees, damages or injuries arising from any willful, criminal, intentional, or illegal acts by the Administrator.

TOWNSHIP OF TOMS RIVER



Daniel T. Rodrick, Mayor

EMPLOYEE



Jonathan Salonis, Township Administrator

ATTEST



Peter S. Pascarella, Township Attorney