

**EMPLOYMENT AGREEMENT BETWEEN  
MICHAEL S. JACOBS  
AND THE  
TOWNSHIP OF HAMILTON**

1. **Employment:** The Employer (Township of Hamilton) will employ the Employee (Michael S. Jacobs) and the Employee will accept employment upon the terms and conditions of this Agreement as well as the statutes of New Jersey and the ordinances and policies of the Township of Hamilton.

2. **Term:** This appointment is effective Jan 1, 2011 and is in accordance with New Jersey State Law. Employee may terminate this Agreement upon ninety (90) days written notice to the Township Committee. The Employer may terminate this Agreement with a two-thirds (4 out of 5) vote of the Township Committee and upon ninety (90) days notice or immediately, if it causes to be paid to Employee, ninety (90) days severance pay.

3. **Compensation:** For all services rendered by the Employee, the Employer shall pay the Employee an annual salary of \$120,000 payable every two weeks in equal installments. Subsequent salary increases will be, at a minimum, commensurate with other non-union management staff.

4. **Duties:** The Employee is employed as the Township Administrator for the Township of Hamilton and as such shall be the Chief Administrative Official for the Township and its employees. The Employee's duties are delineated in the Code of the Township of Hamilton and New Jersey Statutes and shall include such other duties and responsibilities, as the Township Committee shall formally designate from time to time in accordance with NJSA 40A:63-7.

In the event that the Employee has any questions or seeks further guidance with respect to his duties and responsibilities as Township Administrator for the Township of Hamilton, such questions should be directed in writing to the Personnel Committee of the Township of Hamilton with a copy to the Township Committee. Time off requests shall also be approved by at least one member of the Personnel Committee.

5. **Holidays:** The Employee shall be entitled to the following paid holidays: New Years Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, General Election Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, one half (1/2) day on Christmas Eve and Christmas Day.

6. **Paid Leave:** In lieu of personal days, sick days and vacations days, beginning January 1, 2011 and continuing through the term of this contract, the Employee shall be entitled to thirty-three (33) days of paid leave per year, not including bereavement leave. Any paid leave not utilized during a calendar year shall be credited to the employee's paid leave bank. At no time shall the employee accrue

more than two years worth (66 days) of paid leave except at the expressed approval of the governing body. The Employee shall be entitled to sell back up to 10 days of leave per year to the Township if unused.

7. **Disability:** Currently the Employer is contributing to the New Jersey State Disability Fund on behalf of Employees. The Employer will contribute to the New Jersey State Disability Fund on behalf of the Employee.

8. **Health Benefits and Pension:** The Township shall provide the Employee and his eligible dependents a health benefit package equivalent or greater in coverage to the NJ State Health Benefits Plan, Medical, Dental, Prescription and Optical. The Employee shall contribute 1.5% of his 2011 salary toward health benefits through payroll deduction. Future health insurance premium sharing will be commensurate to that paid by all other non-union, management staff. The Township will make any and all contributions required on base pay by the State of New Jersey as it applies to the Employee's membership in the Public Employees Retirement System (PERS).

9. **Exempt Employee:** The Township Administrator for the Township of Hamilton is a management position and as such, the Employee who holds said position cannot always rely on a standard set of hours of employment to effectively meet the responsibilities of that position. Both the Township of Hamilton and the Employee understand this premise and agree that the Employee is an "exempt employee" under the "Fair Labor Standard Act" for the purposes of overtime and comp time. Accordingly, the Township and Employee agree there will be no "compensation time" or overtime for work performed by the Employee and the total compensation due the Employee is contained in and in accordance with the terms of this document. However, schedule adjustments are permitted on a non-interference basis (ex: if a meeting goes til 11:00pm or midnight, I may want to come in a few hours late the next morning without having to use paid leave).

10. **Mileage Reimbursement:** When available, a township owned pool car shall be used for all related business travel. However, the Employee agrees, when it is necessary, to utilize his personally owned vehicle (POV) for such related business use. The mileage reimbursement for related business use of the employee's POV will be in accordance with the Internal Revenue Service Code, Section 162, Mileage Reimbursement Allowance Rate.

11. **Cellular Phone:** If the Township in its discretion assigns a portable cellular telephone to the Employee, said telephone shall primarily be used for the purposes of Township related business. However incidental personal calls can be made to prevent employee from carrying two cell phones.

12. **Professional Development:** The Township agrees to budget a sufficient amount annually for the Employee's professional development, specifically: required CEUs for Registered Municipal Clerk license, Registered Purchasing Agent license, other duty related seminars, conferences, courses, etc and travel expenses (in

accordance with the Township's Travel Policy) associated with such attendance. The Township also agrees to appropriate funds for professional dues and subscription (s) for the Employee to participate in the ICMA, NJMMA and other state and/or local organization (s) all of which shall be in furtherance of his duties as Township Administrator and the interests of the Township and its citizens. No such seminars, dues and/or subscription fees shall be paid unless the Employee submits a request through the Township's normal purchase approval process and receives prior approval from the Personnel Committee.

13. **Bereavement Leave:** If a member of the Employee's immediate family dies, the Employee will be allowed up to five (5) days of bereavement leave for the purpose of conducting funeral arrangements and to attend the funeral of the immediate family member. For the purpose of this paragraph the term "immediate family member" means the Employee's spouse, child, grandchild, father, mother, brother, sister, mother-in-law or father-in-law. If one of the Employee's grandparents dies, the Employee will be allowed up to three (3) days of bereavement leave for the purpose of conducting funeral arrangements and to attend the funeral. For the death of other relatives outside the Employee's immediate family, the Employee shall be allowed one (1) bereavement leave day.

14. **Notices:** Any notice required or desired to be given under this Agreement shall be deemed given if in writing sent by certified mail to his residence in the case of the Employee or its principal office in the case of the Employer.

18. **Waiver of Breach:** The waiver by the Employer of a breach of any provision of this agreement by the Employee shall not operate or be construed as a waiver of any subsequent breach by the Employee.

19. **Assignment:** The Employee acknowledged that the services to be rendered by him are unique and personal. Accordingly, the Employee may not assign any of his rights or delegate any of his duties or obligations under this Agreement. The rights and obligations of the Employer under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the Employer.


20. **Entire Agreement:** This Agreement contains the entire understanding of the parties and may not be changed orally but only by and Agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

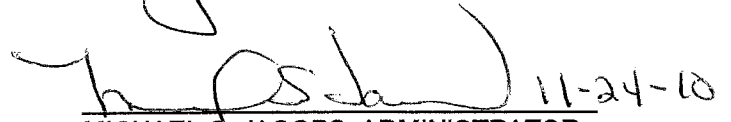
IN WITNESS WHEREOF, the parties have executed this Agreement on  
December 7, 2010.

ATTEST:

TOWNSHIP COMMITTEE OF TOWNSHIP  
OF HAMILTON, ATLANTIC COUNTY, NJ

  
\_\_\_\_\_  
JOAN I. ANDERSON, RMC  
TOWNSHIP CLERK

  
\_\_\_\_\_  
ROGER SILVA, MAYOR

  
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MICHAEL S. JACOBS, ADMINISTRATOR