STATE OF NEW JERSEY
DEPARTMENT OF EDUCATION
SOMERSET COUNTY OFFICE
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PHILIP D. MURPHY
GOVERNOR

TAHESHA L. WAY
LT. GOVERNOR

KEVIN DEHMER
ACTING COMMISSIONER

ROGER A. JINKS
INTERIM EXECUTIVE COUNTY SUPERINTENDENT

May 15, 2024

Mr. Robert Beers
Superintendent of Schools
Bridgewater-Raritan Regional School District
836 Newmans Lane
Bridgewater, NJ 08807

Dear Mr. Beers:

I have received the proposed employment contract for Daniel Silva, Assistant Superintendent, Bridgewater-Raritan Regional School District, in accordance with N.J.A.C. 6A:23A-3.1. I have determined that the provisions of the contract are in compliance with the regulations. Therefore, I approve the contract effective July 1, 2024 through June 30, 2025.

In the event of any conflict between the terms, conditions and provisions of this employment contract and any permissive state or federal law, the law shall take precedence over the contrary provisions.

If during the term of this employment contract, it is found that a specific clause of the contract is illegal in Federal or State law, the remainder of this employment contract, not affected by such a ruling, shall remain in force.

If there are any changes to the terms of this contract, you will need to submit it to me for review and approval prior to the required public notice and hearing of such changes.

Please submit a signed copy of the contract to my office, along with the Detailed Statement of Costs.

Thank you,

Roger A. Jinks
Interim Executive County Superintendent

CONTRACT OF EMPLOYMENT

THIS AGREEMENT, made this 28th day of May, Two Thousand and Twenty-Four.

BETWEEN: THE BRIDGEWATER-RARITAN REGIONAL SCHOOL DISTRICT
836 Newmans Lane, P.O. Box 6030
Bridgewater, NJ 08807 ("Board")

AND: Daniel Silvia, whose address is

WITNESSETH:

WHEREAS, for the purpose of mutual understanding and in order that a harmonious relationship may exist between the Board and Daniel Silvia to the end that continuous and efficient services will be rendered to and by both parties, for the benefit of both; and

WHEREAS, Daniel Silvia holds an appropriate certificate to be employed as Assistant Superintendent as prescribed by the State Board of Education and

WHEREAS, the Board has adopted a resolution at a public meeting held on May 28, 2024 authorizing the appointment of Daniel Silvia as Assistant Superintendent;

WHEREAS, the Executive County Superintendent has approved this agreement;

NOW, THEREFORE, in consideration of the following mutual promises and obligations of the parties and the rendering of the services of Daniel Silvia as stated hereby, the parties agree as follows:

ARTICLE I
EMPLOYMENT

A. The Board hereby agrees to employ Daniel Silvia as Assistant Superintendent effective on July 1, 2024 through June 30, 2025.

B. Annual salary for the period July 1, 2024 through June 30, 2025 shall be $204,987.00.

C. The aforesaid salary shall be paid and appropriately pro-rated, in equal installments, in accordance with the policies of the Board concerning the payment of professional staff members.

D. During the term of the employment agreement the Assistant Superintendent shall not be reduced in compensation including salary and benefits. Any adjustment in salary made during the employment contract shall be in the form of amendment and only after Executive County Superintendent approval (if applicable).

ARTICLE II
DUTIES

In consideration of the employment, salary and fringe benefits established hereby, Daniel Silvia hereby agrees to the following:

A. To faithfully perform the duties of Assistant Superintendent for the Board in accordance with the Laws of the State of New Jersey, Rules and Regulations adopted by the State Board of Education, existing Board policies, applicable job description, and those which are adopted by the Board from time-to-time.

B. To devote his full time, skills, labor and attention to his employment during the term of his contract, provided, that Daniel Silvia may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations which do not interfere with his full time responsibilities as Assistant Superintendent The employee will use vacation or personal days for these activities.

ARTICLE III
BENEFITS IN ADDITION TO SALARY

During the term of his Employment Contract the Board shall provide the Assistant Superintendent with the following benefits:

A. Medical Insurance: The Board shall provide as part of the Assistant Superintendent compensation medical, prescription and dental insurance coverage similar to other certified staff members. The Assistant Superintendent shall contribute toward health benefits pursuant to Ch78 P.L. 2011 and as required and in accordance with N.J.S.A. 18A:16-17, 17.1.

   The Assistant Superintendent may waive coverage in any of the health benefit plans if covered through a spouse, civil union or domestic partner's health plan, and in accordance with procedures established by the Board. The Assistant Superintendent will be paid the lessor of 25% (twenty-five percent) or $5,000 (Five Thousand Dollars) of the cost of said coverage for waiving such coverage.

B. Sick Leave: The Assistant Superintendent shall be entitled to twelve (12) sick leave days with pay each year as of the first official day of the school year. Unused sick leave shall accumulate from year to year.

a. Upon the retirement by the Assistant Superintendent after completing at least ten (10) years of employment in the district, the Board of Education shall compensate the Assistant Superintendent for unused accumulated sick leave upon the following basis:

   i. One (1) day for every three (3) days of unused accumulated sick leave to a maximum of ninety (90) paid days;
   ii. provided, however, that the compensation for unused accumulated sick leave paid upon retirement shall not exceed $15,000;
   iii. per diem rate will be valued at 1/260 of the annual base salary.

C. Temporary Leave of Absence (Personal Days): The Assistant Superintendent may be granted up to three (3) days of temporary leave of absence, with pay, for personal matters which require absence during school hours. Personal days are non-cumulative and the Board will not compensate for any unused personal leave.

An Assistant Superintendent who is required to undergo military field training or to attend deployment during any school year shall be granted a leave of absence with pay in accordance with law.

If possible, at least twenty-four (24) hours notice will be given by the individual requesting leave.

The Superintendent, in the best interest of the school district, is empowered to deny any request for temporary leave of absence, except legally required military leave. Such denial may be appealed to the Board of Education.

D. Bereavement Days: In the event of death in the immediate family, an allowance of up to five (5) school days leave may be granted. Immediate family may be considered father, mother, father-in-law, mother-in-law, spouse, domestic partner, child, brother, sister, grandparent, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepchild or any other relative or friend domiciled with the employee.

E. Vacation Days and Holidays: The Assistant Superintendent shall be entitled to twenty-six (26) paid vacation days and fifteen (15) holidays as granted to other twelve month district administrators. Vacation days shall be earned and accrued monthly on a prorate basis. A maximum of ten (10) unused vacation days may be carried over to next year and must be used by December 31st of the current year.

Unused vacation days may also be accumulated and carried over from year to year in accordance with any plan established by the Board pursuant to N.J.S.A. 18A:30-9.1 in response to a state of emergency declared by the Governor.

In the event that the Assistant Superintendent's Contract is terminated prior to its expiration, unused vacation time shall be paid on a pro-rated basis of 2.17 days accrued per month. In the event this Contract is not renewed, accumulated but unused vacation time will be paid at the value of 1/260 of the annual base salary.

F. Professional Association Membership Fees: It is anticipated that the Assistant Superintendent will be active in local, state, regional and national educational professional associations. The Board agrees to pay the membership fees up to $4000, per year.

G. Professional Development: The Board recognizes the importance of the continuing professional growth of the Assistant Superintendent through participation in professional meetings and educational seminars. With the prior approval of the Superintendent, the Assistant Superintendent may annually attend appropriate professional meetings at both the State and National level at an amount not to exceed $3500 in total expenses. Reimbursement will be made pursuant to Board policy on Travel and within the guidelines provided by the OMB circulars.

H. Reimbursement for Graduate Study: The full cost of tuition and fees for courses approved in advance by the Superintendent and taken for professional growth of the Assistant Superintendent shall be borne by the Board.

Such coursework must culminate in the acquisition of a graduate degree conferred by a duly accredited institution of higher education as defined in N.J.A.C. 6A:9-2.1. No more than six (6) credits per semester will be reimbursed and eighteen (18) credits is the maximum which may be reimbursed in one school year.

1. Requirements for Reimbursement
    a. An official transcript from the college which gives evidence of successful completion of the course.
    b. Employment by the Board of Education at the time of reimbursement is to be made.

2. Reimbursement Schedule
    a. Deadlines for application for reimbursement of tuition payment shall be May 10 for the fall semester and December 10 for the spring semester.

I. Reimbursement for Cell Phone: As the Board requires the Assistant Superintendent to be accessible 24 hours, 7 days a week, the Board shall issue the Assistant Superintendent a smartphone for his use.

J. Mileage Reimbursement – The Board shall reimburse the Assistant Superintendent for all travel considered regular business and in accordance with N.J.S.A. 18A: 11-12, N.J.A.C. 6A: 23A-7, and Circular Letter OMB 08-13.

ARTICLE IV
EVALUATION

The Assistant Superintendent shall be evaluated in accordance with Board Policy, statute and regulations of the Department of Education.

ARTICLE V
MODIFICATION OF CONTRACT TERMS

The terms and conditions of the Contract shall not be modified, except by the written consent of both parties and with prior approval of the Executive County Superintendent, provided further that the consent of the Board must be reflected by resolution adopted at a public meeting.

This contract may be terminated by:

1. Pursuant to the provisions of N.J.S.A. 18A:6-10 et seq. ("Tenure Employee Hearing Law")
2. Mutual agreement of both parties with 60 days notice

When so terminated, salary shall be prorated to the termination date.

If, during the term this contract, it is found that a specific clause of the contract is illegal under federal or state law, or by any agency of competent jurisdiction, the remainder of this employment contract not affected by such ruling shall remain in effect.

ATTEST:

Board Secretary

THE BOARD OF EDUCATION OF THE BRIDGEWATER-RARITAN REGIONAL SCHOOL DISTRICT

By _____
Board President

Daniel Silvia

ASSISTANT SUPERINTENDENT

Detailed Statement of Contract Costs

District: BRIDGEWATER-RARITAN REGIONAL SCHOOL DISTRICT

Name: DANIEL SILVIA

Job Title: ASSISTANT SUPERINTENDENT

District Grade Span	PK-12			
On Roll Students as of 10-15-23		7,899		
Contract Term:	**2023-24**	**2024-25**	**Difference**	**% Inc**
Salary				
Salary	$ 198,358	$ 204,987		
Subcontracted Services	$ -	$ -		
Longevity	$ -	$ -		
Total Annual Salary	$ 198,358	$ 204,987	$ 6,629	3.34%
Additional Salary				
Quantitative Merit Goals	$ -	$ -		
Qualitative Merit Goals	$ -	$ -		
Additional Compensation - Describe:	$ -	$ -		
Total Additional Salary	$ -	$ -		
Total Annual Salary plus Additional Salary	$ 198,358	$ 204,987	$ 6,629	3.34%
Total Premium for:				
Health Insurance	$ -	$ -		
Prescription Insurance	$ -	$ -		
Dental Insurance	$ 1,275	$ 1,275		
Vision Insurance	$ -	$ -		
Disability Insurance	$ -	$ -		
Life Insurance	$ -	$ -		
Other Insurance - Describe:	$ -	$ -		
Waiver of Benefits	$ 5,000	$ 5,000		
Section 125 Plan Reimbursements - Describe:	$ -	$ -		
Total Cost of Premiums	$ 6,275	$ 6,275	$ -	0.00%
Less Employee Contribution to Health Benefits as Per Law	$ -	$ -	$ -	
Total Employee Health Benefit Compensation	$ 6,275	$ 6,275	$ -	0.00%
Other Compensation				
Travel/Expense Reimbursement (Capped Amount or Estimated Annual Cost)	$ 1,500	$ 1,500		
Professional Development (Capped Amount or Estimated Annual Cost)	$ 3,500	$ 3,500		
Tuition Reimbursement	$ 1	$ 1	Not anticipated	
Mentoring Expenses - Describe:	$ -	$ -		
National/State/County/Local/Other Dues	$ 4,000	$ 4,000		
Subscriptions	$ -	$ -		
Board Paid Cell Phone or Reimbursement for Personal Cell Phone	$ 600	$ 600		
Computer for home use, including supplies, maintenance, internet	$ -	$ -		
Other - Describe:	$ -	$ -		
Total Other Compensation	$ 9,601	$ 9,601	$ -	0.00%
Sick and Vacation Compensation				
Maximum Payment for Unused Sick Leave Upon Retirement	$ 15,000	$ 15,000		
Maximum Payment for Unused Vacation Leave - Retirement or Separation	$ 27,465	$ 28,383		
Total Sick and Vacation Compensation	$ 42,465	$ 43,383		
TOTAL CONTRACT COSTS	$ 256,699	$ 264,246	$ 7,547	2.94%