

## CONTRACT OF EMPLOYMENT

THIS AGREEMENT is entered on this 4<sup>th</sup> day of February, 2022, between **THE BOARD OF EDUCATION OF TOMS RIVER REGIONAL SCHOOL DISTRICT** in Ocean County (hereinafter "the Board") with offices located at 1144 Hooper Avenue, Toms River, NJ 08753 and **MICHAEL SCOTT CITTA**, an individual residing in the State of New Jersey (hereinafter "the Superintendent").

**THIS EMPLOYMENT CONTRACT** replaces and supersedes all prior Employment Contracts between the parties hereto. Signature of this Contract constitutes assent to a rescission of any and all prior contracts, as well as agreement to the terms herein;

**WHEREAS**, the Board desires to employ the Superintendent as the Chief Education Officer of the school district; and,

**WHEREAS**, the Board desires to provide the Superintendent with a written employment contract in order to enhance administrative stability and continuity within the schools, which the Board believes generally improves the quality of its overall educational program; and,

**WHEREAS**, the Board and the Superintendent believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the schools; and,

**WHEREAS**, the Superintendent is the holder of an appropriate certificate as prescribed by the State Board of Education and as required by *N.J.S.A. 18A:17-17*;

**NOW, THEREFORE**, in consideration of the following mutual promises and obligations, the parties agree as follows:

### **ARTICLE I** **EMPLOYMENT**

The Board hereby agrees to employ Michael Scott Citta as Superintendent of Schools, effective May 1, 2022 through June 30, 2026 (2 months plus 4 school years). The parties acknowledge that this Contract must be approved by the Ocean County Executive County Superintendent or Department of Education official designated to perform said duties in accordance with applicable law and regulation prior to approval by the Board.

### **ARTICLE II** **CERTIFICATION**

The parties acknowledge that the Superintendent currently possesses the appropriate New Jersey administrative certification and school administrator endorsement. If, at any time during

the term of this Contract, the Superintendent's certification(s) is revoked, this Contract shall be null and void as of the date of the revocation.

### ARTICLE III DUTIES

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

A. To perform faithfully the duties of Superintendent of Schools for the Board and to serve as the chief school administrator in accordance with the laws of the State of New Jersey, Rules and Regulations adopted by the State Board of Education, existing Board policies and those which are adopted by the Board in the future. The specific job description adopted by the Board, applicable to the position of Superintendent of Schools, is incorporated by reference into this Contract and attached as Exhibit A.

B. To devote the Superintendent's full time, skills, labor, and attention to this employment during the term of this Contract; and further agrees not to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties for compensation without notifying the Board president. Should the Superintendent choose to engage in such outside activities on weekends, on his vacation time, or at other times when he is not required to be present in the district, he shall retain any honoraria paid. The Superintendent shall notify the Board President in the event he is going to be away from the district on district business for two (2) or more days in any week. Any time away from the district that is not for district business must be arranged in accordance with provisions in this Contract governing time off. The Board recognizes that the demands of the Superintendent's position require him to work long and irregular hours, and occasionally may require that he attend to district business outside of the district.

C. To assume the responsibilities for the selection, renewal, placement, removal, and transfer of personnel, subject to the approval of the Board, by recorded roll call majority vote of the full membership of the Board, and subject to applicable Board policies and directives. The Board shall not withhold its approval of any such recommendation for arbitrary or capricious reasons, all in accordance with *N.J.S.A. 18A:27-4.1*.

D. To non-renew personnel pursuant to *N.J.S.A. 18A:27-4.1*, and to provide a written statement of reasons for non-renewal upon proper request to the employee.

E. To study and make recommendations with respect to all criticisms and complaints, which the Board, either by committee or collectively, shall refer to him. The Superintendent shall have the right to contact the Board's attorney for legal assistance as the need arises in carrying out his duties.

F. To assume responsibility for the administration of the affairs of the school district, including but not limited to programs, personnel, fiscal operations, and instructional programs.

All duties and responsibilities therein will be performed and discharged by the Superintendent or by staff at the Superintendent's direction.

G. To have a seat on the Board and have the right to speak (but not vote) on all issues before the Board in accordance with applicable law. The Superintendent shall attend all regular and special meetings of the Board, (except where a *Rice* notice has been served upon the Superintendent notifying him that his employment will be discussed in closed session, and the Superintendent had not requested that the meeting be conducted in public, or where the Superintendent has a conflict of interest), and all committee meetings thereof, and shall serve as advisor to the Board and said committees on all matters affecting the school district. In the event that the Superintendent is served with a *Rice* notice and he chooses to have the ensuing discussion in closed session, he shall have the right to address the Board and to bring a representative of his choosing.

H. To suggest, from time to time, regulations, rules, policies, and procedures deemed necessary for compliance with law and/or for the wellbeing of the school district.

I. To perform all duties incident to the Office of the Superintendent and such other duties as may be prescribed by the Board from time to time. The Superintendent shall, at all times, adhere to all applicable federal and state statutes, rules, regulations, and executive orders, as well as district policies and regulations.

#### **ARTICLE IV** **SALARY AND BENEFITS**

A. During the term of this Employment Contract, including any extensions or subsequent term thereof, the Superintendent shall not be dismissed or reduced in compensation except as provided by statute. Any adjustment in salary made during the life of this Employment Contract shall be in the form of an amendment and shall become part of this Employment Contract, but it shall not be deemed that the Board and the Superintendent have entered into a new employment contract.

1. Salary. The Board shall provide the following salary as part of the Superintendent's compensation:

- a. From May 1, 2022 through June 30, 2023, the Board shall pay the Superintendent an annual salary of (\$215,000.00);
- b. Effective July 1, 2023, and each contract year thereafter, the Superintendent's base salary shall be increased by two (2%) percent from the previous year's base salary;
  - i. For the 2023-2024 school year, the Superintendent's annual salary shall be \$219,300.00.

- ii. For the 2024-2025 school year, the Superintendent's annual salary shall be \$223,686.00.
- iii. For the 2025-2026 school year, the Superintendent's annual salary shall be \$228,159.72
- c. If the New Jersey Department of Education approves a new salary cap waiver, then the parties may reopen and renegotiate the Superintendent's salary for the remainder of this contract term.
- d. No Reduction in Salary/Compensation. During the term of this Employment Contract, including any extension hereof, the Superintendent shall not be reduced in compensation and/or benefits except as otherwise provided by law.

This annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees.

3. The parties also agree that in the event that the New Jersey Department of Education's Accountability Regulations are materially revised, repealed and/or expire, the parties agree to reopen the compensation provisions of this Employment Contract and discuss the possibility of revising the base salary and any contractual increases consistent with then-current laws and regulations. Such discussions shall be conducted in good faith by both parties.

4. Notwithstanding the foregoing, no salary increase of any kind will take effect on midnight June 30, 2026 (the final day of this Contract) unless the parties have agreed to a contract extension and that extension has been approved by the Ocean County Executive County Superintendent. The terms of the extension will govern all increases to take effect after June 30, 2026. Any renewal, extension, or modification of this Contract shall comply with the notice provisions of *P.L.2007, c. 53, The School District Accountability Act* and *N.J.A.C. 6A:23A-3.1, et seq.*

B. Sick leave. The Superintendent shall receive twelve (12) sick days annually. Unused sick leave days shall be cumulative in accordance with the provisions of Title 18A. Upon retirement, the Superintendent shall be paid for unused sick days which will be reimbursed, at the per diem rate ( $1/260 \times$  annual salary). Reimbursement for sick days shall be consistent with the law in effect at the time this Contract is signed. Such payment shall not exceed \$15,000.00. The Board Secretary/School Business Administrator shall maintain a contemporaneous log of all sick days claimed by the Superintendent. The Superintendent shall notify the Board President if he is on sick leave for more than three consecutive work days, and the Board, in its sole and unreviewable discretion, may require the Superintendent to submit documentary medical proof in that event.

D. Professional Membership. The Board shall pay one hundred percent (100%) for professional dues in the following professional associations: NJASA, AASA, and the Ocean County Administrators Association. The Board may contribute toward professional dues in other organizations deemed important by the Superintendent, subject to approval by the Board in its sole and unreviewable discretion. The Superintendent also shall be entitled to reimbursement for expenses incurred for attendance at professional conferences up to \$2,500.00, and similar expenses which he may incur while discharging the duties of Superintendent in accordance with *P.L. 2007, c. 53, The School District Accountability Act* and affiliated regulations. (*N.J.S.A. 18A:11-12 and N.J.A.C. 6A:23A-7, et seq.*)

In its encouragement, the Board shall permit a reasonable amount of release time for the Superintendent, as he deems appropriate, to attend such matters and shall pay all necessary travel, registration and sustenance as permitted by State law.

Subject to an overall aggregate limit of \$2,500.00 annually in addition to the amount provided above, the Board shall pay: (a) the costs associated with any state-mandated continuing education for the Superintendent including his professional growth plan as set forth in the annual evaluation; (b) reimbursement for expenses incurred for attendance at discretionary professional conferences; and (c) reimbursement for attendance at the annual NJSBA/NJASA/NJASBO Workshop and Convention and the annual conference of the NJASA/NJSBA, or any others as the Superintendent deems appropriate. Reimbursement or payment for such expenses shall be made in accordance with *P.L. 2007, c. 53, The School District Accountability Act* and affiliated regulations.

E. The Superintendent may subscribe to appropriate educational and/or professional publications within the limit set in the annual budget.

F. Health Benefits:

1. The Board shall provide the Superintendent with family health benefits coverage. The Superintendent will be entitled to health, prescription, dental, and hospitalization insurance benefits as provided by the group plan in accordance with the plan available to all central office administrations, or through such alternative provider as may be chosen by the board provided that substantially equal or better coverage is provided. The Superintendent shall be responsible for making any and all contributions, at the Tier IV rate, toward the cost of health care benefits coverage pursuant to P.L. 2011, chapter 78 ("Chapter 78"). Pursuant to P.L. 2020, c. 44 ("Chapter 44"), the Superintendent shall be offered the option to select and enroll in NJ Direct 10, Direct 15, New Jersey Educators Health Plan, or Garden State Health Plan.

2. The Superintendent may waive coverage in any of the health benefits plans if covered through a spouse, civil union or domestic partner's health plan, and in accordance with procedures established by the Board. The Superintendent will be paid the two-thousand and five hundred dollars (\$2,500) for waiving such coverage.

3. While employed, the Board shall purchase a disability income policy for the Superintendent that will provide a monthly income for life to the Superintendent in an amount equal to at least sixty-six percent (66%) of his then current salary in the event he becomes disabled. The cost of this policy shall be paid by the Board of Education whose annual contribution toward the premium shall not exceed \$3,000.00 per month. Any annual premium in excess of \$3,000.00 shall be paid by the Superintendent.

G. Vacation Leave:

1. The Superintendent shall be entitled twenty-five (25) vacation days with pay annually. All of the vacation days shall be available for the Superintendent's use on July 1<sup>st</sup> of each year of the Contract.

2. The Superintendent shall take his vacation time after giving the Board President reasonable notice. School vacations do constitute time off for the Superintendent consistent with those granted to other administrators in the district. The Superintendent may take vacation days anytime during the school year, upon notice to the Board President. The Superintendent is expected to attend to the business of the district as required for the smooth and efficient operation of the school district. The Superintendent shall document the use of accrued vacation days with the Board Secretary.

3. The Board encourages the Superintendent to take his full vacation allotment each year; however, not more than 25 vacation days may be carried over by the Superintendent from year to year. Carried over days not used in the subsequent year shall be lost.

4. In the event that the Superintendent's Contract is terminated prior to its expiration, unused vacation time shall be paid on a pro-rated basis of two (2) days accrued per month. Upon separation from service, earned but unused vacation time will be paid at the Superintendent's daily rate of pay, based upon a 260-day work year, following his last day of employment.

H. Holiday Leave: The Superintendent shall be entitled to all holidays and related time off that is granted to 12 month administrators in the district.

I. Personal Leave: The Superintendent shall be entitled to five (5) personal days, to attend to personal business, including family illness, during the school day, with full pay during the work year. As much advance notice as possible of the request to take personal time will be given. Personal days are non-cumulative and non-reimbursable but any unused personal days may be carried over as sick time.

J. Death in Family: The Superintendent shall be entitled to up to five (5) workdays of absence with pay in the event of the death of a spouse, child, son-in-law, daughter-in-law, parent, mother-in-law, father-in-law, brother or sister. In the case of the death of a near relative,

defined as first cousin, grandparent, uncle, niece, nephew, sister-in-law, or brother-in-law, there will be no deduction in salary for absence on the day of the funeral.

K. Business-Related Use of Personal Automobile: It is understood and agreed by the parties that the Superintendent's responsibilities as set forth in this agreement will necessitate significant travel across the approximate forty-six (46) square miles of the regional district to and from 18 school buildings, Bus Garage, Building and Grounds facility and the administration building, as well as to various business-related functions and obligations. Accordingly, and as permitted by *N.J.A.C. 6A:23A-3.1(e)(14)*, the superintendent shall be paid a reasonable monthly car allowance in the amount of \$400 (Four-Hundred Dollars) as reimbursement for use of his personal vehicle in performance of his duties. This allowance will be in lieu and in place of any mileage reimbursement for travel for which the Superintendent uses his personal vehicle during the term of this contract.

L. Attendance Record: The Superintendent shall be responsible for filing a time-off slip, in advance of the time off, as set forth herein, or immediately upon his return to the district in the event of an unplanned absence, with the Board Secretary each time any leave is taken. The Superintendent and Board President shall periodically review the Superintendent's attendance record to assure correctness.

M. Computer: During the duration of the contract the Board shall provide the Superintendent with a desk top computer and other peripheral equipment for his use while working from home and a lap top computer for his use while traveling and conducting school related business. The Board shall be responsible for maintaining said computer. The Superintendent shall return said computers and peripheral equipment to the Board within five (5) working days of the termination or expiration of this Contract.

N. Cellular Telephone: The Board shall provide or reimburse the Superintendent with a cellular telephone or similar hand-held device, and other necessary related equipment, and shall pay the monthly charges including business-related telephone call charges to a maximum of \$120/month.

O. Indemnification: The Board shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims suits, actions, and legal proceedings of any kind brought against the Superintendent in his capacity as an agent and/or employee of the Board within the scope of his employment. If, in the good faith opinion of the Superintendent, a conflict exists in regard to the defense of any claim, demand or action brought against him, and the position of the Board in relation hereto, the Superintendent may engage his own legal counsel, in which event the Board shall indemnify the Superintendent for the costs of his legal defense. The Board further agrees to cover the Superintendent under the Board's liability insurance policies, including employment practices liability coverage, in the minimum amount of \$1 million.

P. Payment to Estate: In the event that the Superintendent dies during the term of this agreement, any payments to which he is entitled for unused vacation time shall be payable to his estate.

## ARTICLE V ANNUAL EVALUATION

The Board shall evaluate the performance of the Superintendent at least once a year in accordance with statutes, regulations and Board policy relating to the Superintendent's evaluation. Each annual evaluation shall be in writing and shall represent a consensus of the Board. A copy of the evaluation shall be provided to the Superintendent, and the Superintendent and the Board shall meet to discuss the findings. The Board may meet in closed session to discuss the evaluation and the Superintendent's performance where a *Rice* notice has been served upon the Superintendent giving notice that the Superintendent's employment will be discussed in closed session, and the Superintendent has not requested that the meeting be conducted in public. The evaluations shall be based upon the criteria adopted by the Board, the goals and objectives of the district, which shall include encouragement of student achievement, the responsibilities of the Superintendent as set forth in the job description for the position of Superintendent, the district's placement on the NJQSAC continuum (with respect to those DPRs that are within the Superintendent's control), and such other criteria as the State Board of Education shall by regulation prescribe. The final draft of the annual evaluation shall be accepted by the Board in closed session on or before June 30 prior to the annual school district elections. The Superintendent shall propose a schedule for evaluation for the next year to the Board President by the annual organization meeting each year. The Board and the Superintendent shall mutually agree on the evaluation format in each year of this Employment Agreement. The Superintendent shall be entitled to copies of all back up materials utilized in the process.

## ARTICLE VII TERMINATION OF EMPLOYMENT CONTRACT

A. This Contract shall terminate, the Superintendent's employment will cease, and no compensation shall thereafter be paid, under any one of the following circumstances:

- (1) failure to possess/obtain proper certification;
- (2) revocation or suspension of the Superintendent's certificate, in which case this Contract shall be null and void as of the date of revocation, as required by *N.J.S.A. 18A:17-15.1*;
- (3) forfeiture under *N.J.S.A. 2C:51-2*;
- (4) mutual agreement of the parties;
- (5) notification in writing by the Board to the Superintendent, prior to February 1, 2026, of the Board's intent not to renew this Contract; or

B. In the event the Superintendent is arrested and charged with a criminal offense, which could result in forfeiture under *N.J.S.A. 2C: 51-2*, the Board reserves the right to suspend him/her pending resolution of the criminal charges. Such suspension shall be with pay prior to indictment, and may be with or without pay, at the Board's discretion, subsequent to indictment, unless the Board certifies contractual tenure charges.

C. The Superintendent may terminate this Employment Contract upon at least 90 calendar days written notice to the Board, filed with the Board Secretary, of his intention to resign.

D. The Superintendent shall not be dismissed or reduced in compensation during the term of this Contract, except as authorized by paragraphs B. and C. *supra* and *N.J.S.A. 18A:17-20.2*, provided, however, that the Board shall have the authority to relieve the Superintendent of the performance of his duties in accordance with *N.J.S.A. 18A:27-9*, so long as it continues to pay his salary and benefits for the duration of the term. The parties understand that any early termination must comply with the provisions of *P.L.2007, c. 53, The School District Accountability Act*.

#### **ARTICLE VIII** **RENEWAL/NON-RENEWAL**

Upon approval by the Ocean County Executive County Superintendent, this Employment Contract shall automatically renew for a term of four (4) calendar years and two (2) months, expiring June 30, 2026, unless either of the following occurs:

A. the Board by contract reappoints the Superintendent for a different term allowable by law;

B. the Board notifies the Superintendent in writing, at least 150 days prior to the expiration of this Contract, of the Board's intent not to renew this Contract; or

C. misrepresentation of employment history, educational and professional credentials, and criminal background; or

D. In accordance with such laws and regulation that would require nullification of this Contract.

#### **ARTICLE IX** **COMPLETE AGREEMENT**

This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties.

#### **ARTICLE X** **SAVINGS CLAUSE**

If, during the term of this Contract, it is found that a specific clause of the Contract is illegal under federal or state law, the remainder of the Employment Contract is not affected by such a ruling and shall remain in full force.

**ARTICLE XI**  
**RELEASE OF PERSONNEL INFORMATION**  
**PERSONNEL RECORDS**

The Superintendent shall have the right, upon request, to review the contents of his personnel file and to receive copies at Board expense of any documents contained therein. She/he shall be entitled to have a representative accompany him/her during such review. At least once every year, the Superintendent shall have the right to indicate those documents and/or other materials in his file that he believes to be obsolete or otherwise inappropriate to retain; and, upon final approval of the Board, such documents identified by him/her shall be destroyed.

No material derogatory to the Superintendent's conduct, service, character, or personality shall be placed in his personnel file unless he has had an opportunity to review the material. The Superintendent shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof.

The Superintendent shall also have the right to submit a written answer to such material.

**IN WITNESS WHEREOF**, the parties have set their hands and seals to this Employment Contract effective on the day and year first above written.

SUPERINTENDENT

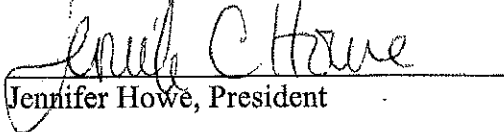
  
Michael Scott Citta

Date: 2/4/2022

WITNESS:

Nyana D. Brown

BOARD OF EDUCATION OF THE  
TOMS RIVER REGIONAL  
SCHOOL DISTRICT

  
Jennifer Howe, President

Date: 2/4/2022

WITNESS:

Nyana D. Brown

**CONTRACT OF EMPLOYMENT**

**between**

**Cara DiMeo**

**ASSISTANT SUPERINTENDENT**

**and**

**BOARD OF EDUCATION OF THE TOMS RIVER**

**REGIONAL SCHOOLS**

This Employment Contract, **effective the 1<sup>st</sup> day of July 2021**, by and between the Board of Education of the Toms River Regional Schools in the County of Ocean, hereinafter referred to as "the Board", and Cara DiMeo, hereinafter referred to as "the Assistant Superintendent."

**WHEREAS**, the Board desires to provide the Assistant Superintendent with a written Employment Contract in order to enhance administrative stability and continuity within the schools, which the Board believes generally improves the quality of its overall educational program; and

**WHEREAS**, the Board and the Assistant Superintendent believe that a written Employment Contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the schools.

**NOW, THEREFORE**, the Board and the Assistant Superintendent, for the consideration herein specified, agree as follows:

1) **TERM**

The Board, in consideration of the promises herein contained of the Assistant Superintendent, hereby employs, and the Assistant Superintendent hereby accepts employment as the Assistant Superintendent, **for a term commencing on July 1, 2021, and ending at the close of business on June 30, 2022.**

2) **PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF THE ASSISTANT SUPERINTENDENT**

a) ***CERTIFICATION AND RESPONSIBILITIES:***

The Assistant Superintendent shall hold and at all times during the term of this agreement maintain valid and appropriate certifications and endorsements of the State of New Jersey. **The responsibilities of the Assistant Superintendent's position shall be as listed on the attached document, and shall also include such other related and similar duties as may be assigned by the Superintendent of Schools.**

b) ***PROFESSIONAL GROWTH AND DEVELOPMENT:***

The Board encourages the continuing professional growth and development of the Assistant Superintendent through participation, subject to prior approval of the Superintendent in the following:

- 1) the operations, programs and other activities conducted or sponsored by local, state and national school administrator, school board, and vocational associations such as NJASA and NJASBO conference;
- 2) seminars and courses offered by public or private educational institutions;

- 3) informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Assistant Superintendent to perform professional responsibilities for the district; and
- 4) other activities not covered in the above paragraphs which promote vocational education or professional growth of the Assistant Superintendent.

Additionally, the Board shall permit a reasonable amount of time for the Assistant Superintendent, as is deemed appropriate to attend such matters promoting educational or professional improvement and shall pay all necessary travel and sustenance expenses, subject to all applicable State laws, regulations of the Department of Education, and the Policies of the Board regarding travel and expenses, not to exceed ten (10) days per year. All reimbursable travel outside the State of New Jersey requires the advance approval of the Board of Education. All travel reimbursements will be in accordance with Board Policy, NJ OMB circulars, NJAC 6A:23A-3.1 (e) 4; NJSA 18A:11-12.

### 3) COMPENSATION

#### a) *SALARY:*

The Assistant Superintendent shall be paid an annual salary, commencing as of the effective date of the Agreement, as follows:

|                                      |                  |
|--------------------------------------|------------------|
| <u>July 1, 2021 to June 30, 2022</u> | <u>\$169,785</u> |
|--------------------------------------|------------------|

The parties agree that there shall be no payment by the Board to the Assistant Superintendent for any longevity during the term of the contract. The annual

salary set forth shall be paid to the Assistant Superintendent in accordance with the schedule of salary payments in effect for other 12-month, certificated employees.

During the term of this Employment Contract, including any extension thereof, the Assistant Superintendent shall not be reduced in compensation and/or benefits, unless such reduction shall be agreed to in writing by both parties to this agreement.

Any renegotiation, extension, amendment or otherwise altering of the terms of this Contract during the term shall be made in accordance with the provisions of N.J.S.A. 18A:11-11 and N.J.A.C. 6A:23A-3.1. The public notice and hearing requirement shall not apply to Contract renewals for future years, however, review by the Executive County Superintendent shall be required prior to Board action on such renewals.

**b) VACATION:**

The Assistant Superintendent shall be entitled to twenty-five (25) days paid vacation annually. The Assistant Superintendent shall certify to the Board Secretary documentation of vacation days used in any month.

The Assistant Superintendent shall be entitled to all holidays fixed by the School District during the contract year and such other holidays that fall within the school year prescribed by national or State legislation.

Pursuant to N.J.S.A. 18A:30-9, the Assistant Superintendent may carry forward vacation days into the following year upon the approval of the

Superintendent of Schools. It is understood and agreed that the Assistant Superintendent shall be entitled to twenty-five (25) vacation days during the course of any renewal year of this Agreement; the Assistant Superintendent, by virtue of this Agreement, shall be able to carry forth twenty-five (25) days for any subsequent year for vacation purposes. Upon retirement or separation, any unused vacation days, not to exceed fifty (50) days in the aggregate, will be paid at the Assistant Superintendent's then-current per diem rate (annual salary divided by 260).

c) ***SICK DAYS AND PERSONAL DAYS:***

The Assistant Superintendent shall be entitled to 15 paid sick days annually and shall be entitled to 5 days annually for personal days which convert to sick days if unused. The total amount of sick time (including unused personal days that have been converted to sick days) that may be added for any one year to the accumulative sick day bank may not exceed 15 days in accordance with 18A:30-7. Sick Days are paid at retirement based on 1/260 of the per diem rate to a maximum of \$15,000 pursuant to NJAC 6A:23A-3.1.

d) ***LEAVES OF ABSENCE WITH PAY:***

- 1) The Assistant Superintendent shall be entitled to up to five (5) school days absence with pay in the event of the death of a spouse, child, son-in-law, daughter-in-law, parent, parent-in-law, brother or sister.

- 2) In the case of the death of a near relative, defined as first cousin, grandparent, uncle, aunt, niece, nephew or sibling-in-law, there shall be no deduction in the salary for absence on the day of the funeral.

4) **OTHER BENEFITS**

The Assistant Superintendent shall be entitled to the following benefits:

a) ***MEDICAL, DENTAL AND OTHER HEALTH PROVISIONS***

Major Medical, Prescription Drug Plan and existing Dental Plan and Vision Plan shall continue to be provided to the Assistant Superintendent. Coverage will be provided utilizing the same plan for all other employees of the Toms River Regional Schools at coverage level selected by Assistant Superintendent.

- b) The Assistant Superintendent may waive coverage in any of the health benefits 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 (Two Thousand Five Hundred Dollars) \$2,500 for waiving such coverage to be deposited directly into a Tax Sheltered Annuity.

c) ***CONTRIBUTION TO MEDICAL AND PRESCRIPTION INSURANCE PREMIUMS***

The Assistant Superintendent shall make contribution towards her health insurance premiums, pursuant to the provisions of Sections 39 and 41 of P.L. 2011 c. 78, through payroll deductions.

*d)      **PROFESSIONAL LIABILITY BENEFITS***

The Board agrees that it shall defend, hold harmless, and indemnify the Assistant Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Assistant Superintendent in her official capacity as agent and/or employee of the Board, provided the incident arose while the Assistant Superintendent's actions arose out of and were in the course of her employment; and, as such, liability coverage is within the authority of the Board to provide pursuant to N.J.S.A. 18A:16-6 and 6.1.

If, in the good faith opinion of the Superintendent of Schools or the attorney for the School District, conflict exists regarding the defense to such claim between the legal position of the Assistant Superintendent and the legal position of the Board, the Assistant Superintendent may engage separate counsel, in which event the Board shall indemnify the Assistant Superintendent for the costs of legal defense consistent with N.J.S.A. 18A:16-6 and 6.1., provided the Assistant Superintendent has not been found to have acted outside the scope of her employment.

*e)      **MEMBERSHIP FEES***

The Board shall pay 100% of the Assistant Superintendent's membership fees and/or charges to professional organizations deemed necessary to maintain and/or improve her professional skills with approval of the Superintendent.

**f) CELLULAR TELEPHONE**

Subject to the Superintendent's approval, The Board shall provide Mrs. DiMeo with a mobile device or reimbursement for a mobile device and shall pay the monthly charges including business-related telephone call charges to a maximum of \$100/month. All personal information, device records, transactions, data and usage detail remains solely the possession of Mrs. DiMeo.

**g) PAYMENT TO ESTATE**

If the Assistant Superintendent dies during the term of this Contract, payment for her accumulated vacation days shall be made to her estate. No such payment shall be made for sick leave.

**h) DISABILITY INSURANCE**

While employed, the Board shall purchase a disability policy for the Assistant Superintendent that will provide a monthly income for life to the Assistant Superintendent in an amount equal to at least sixty-six percent (66%) of his/her then current salary in the event he becomes disabled. The cost of this policy shall be paid by the Board of Education whose annual contribution towards the premium shall not exceed two thousand five hundred dollars (\$2,500.00). Any annual premium in excess of two thousand five hundred dollars (\$2,500.00) shall be paid by the Assistant Superintendent.

**5) DISABILITY OF THE ASSISTANT SUPERINTENDENT**

In the event of disability by illness or incapacity, after the Assistant Superintendent's sick leave has been exhausted, the compensation shall be reinstated after the Assistant Superintendent has returned to employment and undertaken the full discharge of her duties. If a question exists concerning the capacity of the Assistant Superintendent to return to her duties, the Board may require the Assistant Superintendent to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The physician shall limit his report to those factors that prohibit the Assistant Superintendent from performing his/her duties.

6) **ENTIRE AGREEMENT**

This Employment Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties.

7) **CONFLICTS**

In the event of any conflict between the terms, conditions and provisions of this Employment Contract and the provisions of the Board's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Employment Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the contract.

8) **SAVINGS CLAUSE**

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

9) **SETTLING OF CONTROVERSIES AND DISPUTES**

The parties recognize that this is a contract and any dispute arising under the contract relating to contractual terms shall be decided by resorting to the Commissioner of Education or Courts of competent jurisdiction, as may be determined by law. Furthermore, there shall be no arbitration clause or resorting to arbitration but all application for interpretation of this agreement shall be heard in the appropriate Court of the State of New Jersey or the Commissioner of Education, as the case may be.

10) **TERMINATION OF EMPLOYMENT CONTRACT**

A. This Contract shall terminate, the Assistant Superintendent's employment will cease, and no compensation shall thereafter be paid, under any one of the following circumstances:

- (1) failure to possess/obtain proper certification;
- (2) revocation or suspension of the Assistant Superintendent's certificate, in which case this Contract shall be null and void as of the date of revocation, as required by N.J.S.A.

18A:17-17;

- (3) forfeiture under N.J.S.A. 2C: 51-2;
- (4) mutual agreement of the parties;
- (5) notification in writing by the Board to the Assistant

Superintendent, prior to July 1, 2022, of the Board's intent not to renew this Contract; or

B. In the event the Assistant Superintendent is arrested and charged with a criminal offense, which could result in forfeiture under N.J.S.A. 2C: 51-2, the Board reserves the right to suspend him/her pending resolution of the criminal charges. Such suspension shall be with pay prior to indictment, and may be with or without pay, at the Board's discretion, subsequent to indictment, unless the Board certifies contractual tenure charges.

C. The Assistant Superintendent may terminate this Employment Contract upon at least 90 calendar days written notice to the Board, filed with the Board Secretary, of his intention to resign.

D. The Assistant Superintendent shall not be dismissed or reduced in compensation during the term of this Contract, except as authorized by paragraphs B. and C. supra and N.J.S.A. 18A:25-6.

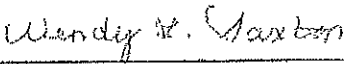
#### 11) APPROVAL OF CONTRACT

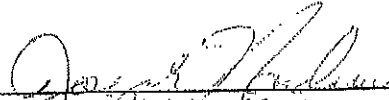
The parties acknowledge that pursuant to N.J.A.C. 6A:23A-3.1 and N.J.S.A. 18A:7-B(i), the Executive County Superintendent or designee shall review and approve this Contract prior to final Board action on this Contract.

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

ATTEST:

**BOARD OF EDUCATION OF THE TOMS  
RIVER REGIONAL SCHOOLS**

  
\_\_\_\_\_  
Wendy Saxton  
Board Secretary

  
\_\_\_\_\_  
Joseph Nardini, President

**Signed, Sealed and Delivered in  
the Presence of:**

  
\_\_\_\_\_  
As to Cara DiMeo  
Assistant Superintendent

**Board Meeting Approval Date:** 6/16/21

# **CONTRACT OF EMPLOYMENT**

**between**

**WILLIAM J. DOERING, CPA**

**BUSINESS ADMINISTRATOR**

**and**

**BOARD OF EDUCATION OF THE TOMS RIVER**

**REGIONAL SCHOOLS**

This Employment Contract, effective the 1st day of July 2021, by the Board of Education of the Toms River Regional Schools in the County of Ocean, hereinafter referred to as "Board", and William J. Doering, hereinafter referred to as the Business Administrator .

**WHEREAS**, the Board desires to provide the Business Administrator with a written Employment Contract in order to enhance administrative stability and continuity within the schools, which the Board believes generally improves the quality of its overall educational program; and

**WHEREAS**, the Board and the Business Administrator believe that a written Employment Contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the schools.

NOW, THEREFORE, the Board and the Business Administrator, for the consideration herein specified, agree as follows:

1) **TERM**

The Board, in consideration of the promises herein contained of the Business Administrator, hereby employs, and the Business Administrator hereby accepts employment as the Business Administrator for a term commencing July 1, 2021, and ending June 30, 2022.

2) **PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF THE BUSINESS ADMINISTRATOR**

a) ***CERTIFICATION:***

The Business Administrator shall hold and at all times during the term of this agreement maintain valid and appropriate certifications of the State of New Jersey. The responsibilities of the Business Administrator's position shall be as listed on the attached document, and shall also include such other related and similar duties as may be assigned by the Superintendent of Schools.

b) ***PROFESSIONAL GROWTH AND DEVELOPMENT:***

The Board encourages the continuing professional growth and development of the Business Administrator through participation, subject to prior approval of the Superintendent in the following:

- 1) the operations, programs and other activities conducted or sponsored by local, state and national school administrator, school board, and vocational associations;
- 2) seminars and courses offered by public or private educational institutions;
- 3) information meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Business Administrator to perform professional responsibilities for the district; and
- 4) other activities not covered in the above paragraphs which promote vocational education or professional growth of the Business Administrator.

Additionally, the Board shall permit a reasonable amount of time for the Business Administrator, as is deemed appropriate to attend such matters promoting educational or professional improvement and shall pay all necessary travel and sustenance expenses, subject to the State law and regulations and the Board's travel policy not to exceed 10 days per year. All travel reimbursements will be in accordance with Board Policy, NJ OMB circulars, NJAC 6A:23A-3.1 (e) 4; NJSA 18A:11-12.

### 3) **COMPENSATION**

#### *a)* ***SALARY:***

The Business Administrator shall be paid an annual salary, commencing as of the effective date of the Agreement, as follows:

July 1, 2021 to June 30, 2022

\$ 206,907

The parties agree that there shall be no payment by the Board to the Business Administrator for any longevity during the term of the contract. The annual salary set forth shall be paid to the Business Administrator in accordance with the schedule of salary payments in effect for other certified employees.

During the term of this Employment Contract, including any extension thereof, the Business Administrator shall not be reduced in compensation and/or benefits, unless such reduction shall be agreed to in writing by both parties to this agreement.

Any renegotiation, extension, amendment or otherwise altering of the terms of this Contract during the term shall be made in accordance with provisions of N.J.S.A. A:18-11

**b) VACATION:**

The Business Administrator shall be entitled to 25 days paid vacation. The Business Administrator shall certify to the Board Secretary documentation of vacation days used in any given month.

The Business Administrator shall be entitled to all holidays fixed by the School District any time during the contract year and such other holidays that may fall within the school year prescribed by national or State legislation.

It is understood and agreed that the Business Administrator shall be entitled to 25 vacation days during the course of any renewal year of this Agreement; the Business Administrator, by virtue of this Agreement, shall be able

to carry forth 25 days for any subsequent year for vacation purposes. Upon retirement or separation any unused vacation days, not to exceed 50 will be paid at a per diem rate (annual salary divided by 260) of the last renewal year of the contract.

c) ***SICK DAYS AND PERSONAL DAYS:***

The Business Administrator shall be entitled to 15 paid sick days annually and shall be entitled to 5 days annually for personal days which convert to sick days if unused. The total amount of sick time (including unused personal days that have been converted to sick days) that may be added for any one year to the accumulative sick day bank may not exceed 15 days in accordance with 18A:30-7. Remuneration shall be paid to the Business Administrator for unused sick days at the per diem rate at the time of retirement from the position of Business Administrator. This dollar amount is not to exceed a total of \$15,000 pursuant to NJAC 6A:23A-3.1.

d) ***LEAVES OF ABSENCE WITH PAY:***

- 1) The Business Administrator shall be entitled to up to five school days in the event of the death of a spouse, child, son-in-law, daughter-in-law, parent, mother-in-law, father-in-law, brother and sister.
- 2) In the case of the death of a near relative, defined as first cousin, grandparent, uncle, aunt, niece, nephew, sister-in-law, brother-in-law, there shall be no deduction in the salary for absence on the day of the funeral.

4) **OTHER BENEFITS**

The Business Administrator shall be entitled to the following benefits, namely:

a) ***MEDICAL, DENTAL AND OTHER HEALTH PROVISIONS***

Major Medical, Prescription Drug Plan and existing Dental Plan and Vision Plan shall continue to be provided to the Business Administrator coverage level selected by Business Administrator.

Coverage will be provided utilizing the same plan for all other employees of the Toms River Regional Schools. The Business Administrator will be paid (Two Thousand Five Hundred Dollars) \$2,500 for waiving such coverage to be deposited directly into a Tax Sheltered Annuity.

b) ***CONTRIBUTION TO MEDICAL AND PRESCRIPTION INSURANCE PREMIUMS***

The Business Administrator shall make contribution towards his health insurance premiums, pursuant to the provisions of Sections 39 and 41 of P.L. 2011 c. 78, through payroll deductions.

c) ***PROFESSIONAL LIABILITY BENEFITS***

The Board agrees that it shall defend, hold harmless, and indemnify the Business Administrator from any and all demands, claims, suits, actions, and legal proceedings brought against the Business Administrator in his official capacity as agent and/or employee of the Board, provided the incident arose while the Business Administrator was acting within the scope of his employment; and, as such, liability coverage is within the authority of the Board to provide State law, i.e., N.J.S.A. 18A:16-6.

If, in the good faith opinion of the Superintendent or the Board Attorney, conflict exists as regards the defense to such claim between the legal position of

the Business Administrator and the legal position of the Board, the Business Administrator may engage counsel, in which event the Board shall indemnify the Business Administrator for the costs of legal defense as permitted by State law provided the Business Administrator has not been found to have acted outside the scope of his employment.

**d) MEMBERSHIP FEES**

The Board shall pay 100% of the Business Administrator's membership fees and/or charges to professional organizations deemed necessary such as; NJASA, ASBO, AICPA, NJSCPA, OCASBO, NJASBO, NJCPA, to maintain and/or improve his professional skills with approval of the Superintendent.

**e) CELLULAR TELEPHONE**

Subject to the Superintendent's approval, The Board shall provide Mr. Doering with a mobile device or reimbursement for a mobile device and shall pay the monthly charges including business-related telephone call charges to a maximum of \$100/month. All personal information, device records, transactions, data and usage detail remains solely the possession of Mr. Doering.

**f) PAYMENT TO ESTATE**

If the Business Administrator dies before his Employment Contract year is completed, payment for his accumulated vacation days shall be made to his estate.

**g) DISABILITY INSURANCE**

While employed, the Board shall purchase a disability policy for the Business Administrator that will provide a monthly income for life to the Business Administrator in an amount equal to at least sixty-six percent (66%) of his then current salary in the event he becomes disabled. The cost of this policy shall be paid by the Board of Education whose annual contribution towards the premium shall not exceed two thousand five hundred dollars (\$2,500.00). Any annual premium in excess of two thousand five hundred dollars (\$2,500.00) shall be paid by the Business Administrator.

5) **DISABILITY OF THE BUSINESS ADMINISTRATOR**

In the event of disability by illness or incapacity, after the Business Administrator's sick leave has been exhausted, the compensation shall be reinstated after the Business Administrator has returned to employment and undertaken the full discharge of his duties. If a question exists concerning the capacity of the Business Administrator to return to his duties, the Board may require the Business Administrator to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The physician shall limit his report to those factors that prohibit the Business Administrator from performing his/her duties.

6) **ENTIRE AGREEMENT**

This Employment Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties.

7) **CONFLICTS**

In the event of any conflict between the terms, conditions and provisions of this Employment Contract and the provisions of the Board's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Employment Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the contract.

8) **SAVINGS CLAUSE**

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

9) **SETTLING OF CONTROVERSIES AND DISPUTES**

The parties recognize that this is a contract and any dispute arising under the contract relating to contractual terms shall be decided by resorting to the Commissioner of Education or Courts of competent jurisdiction, as may be determined by law.

Furthermore, there shall be no arbitration clause or resorting to arbitration but all application for interpretation of this agreement shall be heard in the appropriate Court of the State of New Jersey or the Commissioner of Education, as the case may be.

10) **TERMINATION OF EMPLOYMENT CONTRACT**

A. This Contract shall terminate, the Business Administrator's employment will cease, and no compensation shall thereafter be paid, under any one of the following circumstances:

- (1) failure to possess/obtain proper certification;
- (2) revocation or suspension of the Business Administrator's certificate, in which case this Contract shall be null and void as of the date of revocation, as required by N.J.S.A.

18A:17-17;

- (3) forfeiture under N.J.S.A. 2C: 51-2;
- (4) mutual agreement of the parties;
- (5) notification in writing by the Board to the Business Administrator, prior to July 1, 2022, of the Board's intent not to renew this Contract; or

B. In the event the Business Administrator is arrested and charged with a criminal offense, which could result in forfeiture under N.J.S.A. 2C: 51-2, the Board reserves the right to suspend him/her pending resolution of the criminal charges. Such suspension shall be with pay prior to indictment, and may be with or without pay, at the Board's discretion, subsequent to indictment, unless the Board certifies contractual tenure charges.

C. The Business Administrator may terminate this Employment Contract upon at least 90 calendar days written notice to the Board, filed with the Board Secretary, of his/her intention to resign.

D. The Business Administrator shall not be dismissed or reduced in compensation during the term of this Contract, except as authorized by paragraphs B. and C. supra and N.J.S.A. 18A:25-6.

#### 11) **APPROVAL OF CONTRACT**

The parties acknowledge that pursuant to N.J.A.C. 6A:23A-3.1 and N.J.S.A. 18A:7-B(i), the Executive County Superintendent or designee shall review and approve this Contract prior to final Board action on this Contract.

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

ATTEST:

BOARD OF EDUCATION OF THE TOMS  
RIVER REGIONAL SCHOOLS

Wendy S. Saxton  
Wendy Saxton  
Board Secretary

Joseph Nardini  
Joseph Nardini, President

Signed, Sealed and Delivered in  
the Presence of:

[Signature]  
As to William J. Doering, CPA  
Business Administrator

Board Meeting Approval Date: 6/16/21

# **CONTRACT OF EMPLOYMENT**

**between**

**Richard Fastnacht**

**ASSISTANT SUPERINTENDENT**

**and**

**BOARD OF EDUCATION OF THE TOMS RIVER**

**REGIONAL SCHOOLS**

This Employment Contract, **effective the 1<sup>st</sup> day of July 2021**, by and between the Board of Education of the Toms River Regional Schools in the County of Ocean, hereinafter referred to as "the Board", and Richard Fastnacht, hereinafter referred to as "the Assistant Superintendent."

**WHEREAS**, the Board desires to provide the Assistant Superintendent with a written Employment Contract in order to enhance administrative stability and continuity within the schools, which the Board believes generally improves the quality of its overall educational program; and

**WHEREAS**, the Board and the Assistant Superintendent believe that a written Employment Contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the schools.

**NOW, THEREFORE**, the Board and the Assistant Superintendent, for the consideration herein specified, agree as follows:

1) **TERM**

The Board, in consideration of the promises herein contained of the Assistant Superintendent, hereby employs, and the Assistant Superintendent hereby accepts employment as the Assistant Superintendent, **for a term commencing on July 1, 2021, and ending at the close of business on June 30, 2022.**

2) **PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF THE ASSISTANT SUPERINTENDENT**

a) ***CERTIFICATION AND RESPONSIBILITIES:***

The Assistant Superintendent shall hold and at all times during the term of this agreement maintain valid and appropriate certifications and endorsements of the State of New Jersey. **The responsibilities of the Assistant Superintendent's position shall be as listed on the attached document, and shall also include such other related and similar duties as may be assigned by the Superintendent of Schools.**

b) ***PROFESSIONAL GROWTH AND DEVELOPMENT:***

The Board encourages the continuing professional growth and development of the Assistant Superintendent through participation, subject to prior approval of the Superintendent in the following:

- 1) the operations, programs and other activities conducted or sponsored by local, state and national school administrator, school board, and vocational associations such as NJASA and NJASBO conference;
- 2) seminars and courses offered by public or private educational institutions;

- 3) informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Assistant Superintendent to perform professional responsibilities for the district; and
- 4) other activities not covered in the above paragraphs which promote vocational education or professional growth of the Assistant Superintendent.

Additionally, the Board shall permit a reasonable amount of time for the Assistant Superintendent, as is deemed appropriate to attend such matters promoting educational or professional improvement and shall pay all necessary travel and sustenance expenses, subject to all applicable State laws, regulations of the Department of Education, and the Policies of the Board regarding travel and expenses, not to exceed ten (10) days per year. All reimbursable travel outside the State of New Jersey requires the advance approval of the Board of Education. All travel reimbursements will be in accordance with Board Policy, NJ OMB circulars, NJAC 6A:23A-3.1 (e) 4; NJSA 18A:11-12.

### 3) COMPENSATION

#### a) *SALARY:*

The Assistant Superintendent shall be paid an annual salary, commencing as of the effective date of the Agreement, as follows:

|                                      |                  |
|--------------------------------------|------------------|
| <u>July 1, 2021 to June 30, 2022</u> | <u>\$169,785</u> |
|--------------------------------------|------------------|

The parties agree that there shall be no payment by the Board to the Assistant Superintendent for any longevity during the term of the contract. The annual salary set forth shall be paid to the Assistant Superintendent in accordance with

the schedule of salary payments in effect for other 12-month, certificated employees.

During the term of this Employment Contract, including any extension thereof, the Assistant Superintendent shall not be reduced in compensation and/or benefits, unless such reduction shall be agreed to in writing by both parties to this agreement.

Any renegotiation, extension, amendment or otherwise altering of the terms of this Contract during the term shall be made in accordance with the provisions of N.J.S.A. 18A:11-11 and N.J.A.C. 6A:23A-3.1. The public notice and hearing requirement shall not apply to Contract renewals for future years, however, review by the Executive County Superintendent shall be required prior to Board action on such renewals.

**b) VACATION:**

The Assistant Superintendent shall be entitled to twenty-five (25) days paid vacation annually. The Assistant Superintendent shall certify to the Board Secretary documentation of vacation days used in any month.

The Assistant Superintendent shall be entitled to all holidays fixed by the School District during the contract year and such other holidays that fall within the school year prescribed by national or State legislation.

Pursuant to N.J.S.A. 18A:30-9, the Assistant Superintendent may carry forward vacation days into the following year upon the approval of the Superintendent of Schools. It is understood and agreed that the Assistant

Superintendent shall be entitled to twenty-five (25) vacation days during the course of any renewal year of this Agreement; the Assistant Superintendent, by virtue of this Agreement, shall be able to carry forth twenty-five (25) days for any subsequent year for vacation purposes. Upon retirement or separation, any unused vacation days, not to exceed fifty (50) days in the aggregate, will be paid at the Assistant Superintendent's then-current per diem rate (annual salary divided by 260).

**c) *SICK DAYS AND PERSONAL DAYS:***

The Assistant Superintendent shall be entitled to 15 paid sick days annually and shall be entitled to 5 days annually for personal days which convert to sick days if unused. The total amount of sick time (including unused personal days that have been converted to sick days) that may be added for any one year to the accumulative sick day bank may not exceed 15 days in accordance with 18A:30-7. Sick Days are paid at retirement based on 1/260 of the per diem rate to a maximum of \$15,000 pursuant to NJAC 6A:23A-3.1.

**d) *LEAVES OF ABSENCE WITH PAY:***

- 1) The Assistant Superintendent shall be entitled to up to five (5) school days absence with pay in the event of the death of a spouse, child, son-in-law, daughter-in-law, parent, parent-in-law, brother or sister.
- 2) In the case of the death of a near relative, defined as first cousin, grandparent, uncle, aunt, niece, nephew or sibling-in-law, there shall be no deduction in the salary for absence on the day of the funeral.

4) **OTHER BENEFITS**

The Assistant Superintendent shall be entitled to the following benefits:

a) ***MEDICAL, DENTAL AND OTHER HEALTH PROVISIONS***

Major Medical, Prescription Drug Plan and existing Dental Plan and Vision Plan shall continue to be provided to the Assistant Superintendent. Coverage will be provided utilizing the same plan for all other employees of the Toms River Regional Schools at coverage level selected by Assistant Superintendent.

b) The Assistant Superintendent may waive coverage in any of the health benefits 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 (Two Thousand Five Hundred Dollars) \$2,500 for waiving such coverage to be deposited directly into a Tax Sheltered Annuity.

c) ***CONTRIBUTION TO MEDICAL AND PRESCRIPTION INSURANCE PREMIUMS***

The Assistant Superintendent shall make contribution towards his/her health insurance premiums, pursuant to the provisions of Sections 39 and 41 of P.L. 2011 c. 78, through payroll deductions.

d) ***PROFESSIONAL LIABILITY BENEFITS***

The Board agrees that it shall defend, hold harmless, and indemnify the Assistant Superintendent from any and all demands, claims, suits, actions,

and legal proceedings brought against the Assistant Superintendent in his official capacity as agent and/or employee of the Board, provided the incident arose while the Assistant Superintendent's actions arose out of and were in the course of his employment; and, as such, liability coverage is within the authority of the Board to provide pursuant to N.J.S.A. 18A:16-6 and 6.1.

If, in the good faith opinion of the Superintendent of Schools or the attorney for the School District, conflict exists regarding the defense to such claim between the legal position of the Assistant Superintendent and the legal position of the Board, the Assistant Superintendent may engage separate counsel, in which event the Board shall indemnify the Assistant Superintendent for the costs of legal defense consistent with N.J.S.A. 18A:16-6 and 6.1., provided the Assistant Superintendent has not been found to have acted outside the scope of his employment.

*e)       **MEMBERSHIP FEES***

The Board shall pay 100% of the Assistant Superintendent's membership fees and/or charges to professional organizations deemed necessary to maintain and/or improve his professional skills with approval of the Superintendent such as membership in NJASA.

*f)       **CELLULAR TELEPHONE***

Subject to the Superintendent's approval, The Board shall provide Mr. Fastnacht with a mobile device or reimbursement for a mobile device and

shall pay the monthly charges including business-related telephone call charges to a maximum of \$100/month. All personal information, device records, transactions, data and usage detail remains solely the possession of Mr. Fastnacht.

***g) PAYMENT TO ESTATE***

If the Assistant Superintendent dies during the term of this Contract, payment for his accumulated vacation days shall be made to his/her estate. No such payment shall be made for sick leave.

***h) DISABILITY INSURANCE***

While employed, the Board shall purchase a disability policy for the Assistant Superintendent that will provide a monthly income for life to the Assistant Superintendent in an amount equal to at least sixty-six percent (66%) of his then current salary in the event he becomes disabled. The cost of this policy shall be paid by the Board of Education whose annual contribution towards the premium shall not exceed two thousand five hundred dollars (\$2,500.00). Any annual premium in excess of two thousand five hundred dollars (\$2,500.00) shall be paid by the Assistant Superintendent.

**5) DISABILITY OF THE ASSISTANT SUPERINTENDENT**

In the event of disability by illness or incapacity, after the Assistant Superintendent's sick leave has been exhausted, the compensation shall be reinstated after the Assistant Superintendent has returned to employment and undertaken the full discharge of his duties. If a question exists concerning the

capacity of the Assistant Superintendent to return to his duties, the Board may require the Assistant Superintendent to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The physician shall limit his report to those factors that prohibit the Assistant Superintendent from performing his duties.

6) **ENTIRE AGREEMENT**

This Employment Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties.

7) **CONFLICTS**

In the event of any conflict between the terms, conditions and provisions of this Employment Contract and the provisions of the Board's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Employment Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the contract.

8) **SAVINGS CLAUSE**

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

9) **SETTLING OF CONTROVERSIES AND DISPUTES**

The parties recognize that this is a contract and any dispute arising under the contract relating to contractual terms shall be decided by resorting to the Commissioner of Education or Courts of competent jurisdiction, as may be determined by law. Furthermore, there shall be no arbitration clause or resorting to arbitration but all application for interpretation of this agreement shall be heard in the appropriate Court of the State of New Jersey or the Commissioner of Education, as the case may be.

10) **TERMINATION OF EMPLOYMENT CONTRACT**

A. This Contract shall terminate, the Assistant Superintendent's employment will cease, and no compensation shall thereafter be paid, under any one of the following circumstances:

- (1) failure to possess/obtain proper certification;
- (2) revocation or suspension of the Assistant Superintendent's certificate, in which case this Contract shall be null and void as of the date of revocation, as required by N.J.S.A.

18A:17-17;

- (3) forfeiture under N.J.S.A. 2C: 51-2;
- (4) mutual agreement of the parties;
- (5) notification in writing by the Board to the Assistant Superintendent, prior to July 1, 2022, of the Board's intent not to renew this Contract; or

B. In the event the Assistant Superintendent is arrested and charged with a criminal offense, which could result in forfeiture under N.J.S.A. 2C: 51-2, the Board reserves the right to suspend him/her pending resolution of the criminal charges. Such suspension shall be with pay prior to indictment, and may be with or without pay, at the Board's discretion, subsequent to indictment, unless the Board certifies contractual tenure charges.

C. The Assistant Superintendent may terminate this Employment Contract upon at least 90 calendar days written notice to the Board, filed with the Board Secretary, of his intention to resign.

D. The Assistant Superintendent shall not be dismissed or reduced in compensation during the term of this Contract, except as authorized by paragraphs B. and C. supra and N.J.S.A. 18A:25-6.

11) **APPROVAL OF CONTRACT**

The parties acknowledge that pursuant to N.J.A.C. 6A:23A-3.1 and N.J.S.A. 18A:7-B(i), the Executive County Superintendent or designee shall review and approve this Contract prior to final Board action on this Contract.

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

ATTEST:

**BOARD OF EDUCATION OF THE TOMS  
RIVER REGIONAL SCHOOLS**

Wendy R. Saxton  
Wendy Saxton  
Board Secretary

Joseph Nardini  
Joseph Nardini, President

**Signed, Sealed and Delivered in  
the Presence of:**

  
As to Richard Fastnacht  
Assistant Superintendent

**Board Meeting Approval Date:** 6/16/21

**CONTRACT OF EMPLOYMENT**

**between**

**James Ricotta, Jr.**

**ASSISTANT SUPERINTENDENT**

**and**

**BOARD OF EDUCATION OF THE TOMS RIVER**

**REGIONAL SCHOOLS**

This Employment Contract, **effective the 1<sup>st</sup> day of July 2021**, by and between the Board of Education of the Toms River Regional Schools in the County of Ocean, hereinafter referred to as "the Board", and James Ricotta, Jr., hereinafter referred to as "the Assistant Superintendent."

**WHEREAS**, the Board desires to provide the Assistant Superintendent with a written Employment Contract in order to enhance administrative stability and continuity within the schools, which the Board believes generally improves the quality of its overall educational program; and

**WHEREAS**, the Board and the Assistant Superintendent believe that a written Employment Contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the schools.

**NOW, THEREFORE**, the Board and the Assistant Superintendent, for the consideration herein specified, agree as follows:

1) **TERM**

The Board, in consideration of the promises herein contained of the Assistant Superintendent, hereby employs, and the Assistant Superintendent hereby accepts employment as the Assistant Superintendent, **for a term commencing on July 1, 2021, and ending at the close of business on June 30, 2022.**

2) **PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF THE ASSISTANT SUPERINTENDENT**

a) ***CERTIFICATION AND RESPONSIBILITIES:***

The Assistant Superintendent shall hold and at all times during the term of this agreement maintain valid and appropriate certifications and endorsements of the State of New Jersey. **The responsibilities of the Assistant Superintendent's position shall be as listed on the attached document, and shall also include such other related and similar duties as may be assigned by the Superintendent of Schools.**

b) ***PROFESSIONAL GROWTH AND DEVELOPMENT:***

The Board encourages the continuing professional growth and development of the Assistant Superintendent through participation, subject to prior approval of the Superintendent in the following:

- 1) the operations, programs and other activities conducted or sponsored by local, state and national school administrator, school board, and vocational associations such as the NJASA, NJPSA, and NJSBO conference;
- 2) seminars and courses offered by public or private educational institutions;

- 3) informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Assistant Superintendent to perform professional responsibilities for the district; and
- 4) other activities not covered in the above paragraphs which promote vocational education or professional growth of the Assistant Superintendent.

Additionally, the Board shall permit a reasonable amount of time for the Assistant Superintendent, as is deemed appropriate to attend such matters promoting educational or professional improvement and shall pay all necessary travel and sustenance expenses, subject to all applicable State laws, regulations of the Department of Education, and the Policies of the Board regarding travel and expenses, not to exceed ten (10) days per year. All reimbursable travel outside the State of New Jersey requires the advance approval of the Board of Education. All travel reimbursements will be in accordance with Board Policy, NJ OMB circulars, NJAC 6A:23A-3.1 (e) 4; NJSA 18A:11-12.

3) **COMPENSATION**

a) ***SALARY:***

The Assistant Superintendent shall be paid an annual salary, commencing as of the effective date of the Agreement, as follows:

|                                             |                         |
|---------------------------------------------|-------------------------|
| <b><u>July 1, 2021 to June 30, 2022</u></b> | <b><u>\$180,075</u></b> |
|---------------------------------------------|-------------------------|

The parties agree that there shall be no payment by the Board to the Assistant Superintendent for any longevity during the term of the contract. The annual salary set forth shall be paid to the Assistant Superintendent in accordance with

the schedule of salary payments in effect for other 12-month, certificated employees.

During the term of this Employment Contract, including any extension thereof, the Assistant Superintendent shall not be reduced in compensation and/or benefits, unless such reduction shall be agreed to in writing by both parties to this agreement.

Any renegotiation, extension, amendment or otherwise altering of the terms of this Contract during the term shall be made in accordance with the provisions of N.J.S.A. 18A:11-11 and N.J.A.C. 6A:23A-3.1. The public notice and hearing requirement shall not apply to Contract renewals for future years, however, review by the Executive County Superintendent shall be required prior to Board action on such renewals.

**b) VACATION:**

The Assistant Superintendent shall be entitled to twenty-five (25) days paid vacation annually. The Assistant Superintendent shall certify to the Board Secretary documentation of vacation days used in any month.

The Assistant Superintendent shall be entitled to all holidays fixed by the School District during the contract year and such other holidays that fall within the school year prescribed by national or State legislation.

Pursuant to N.J.S.A. 18A:30-9, the Assistant Superintendent may carry forward vacation days into the following year upon the approval of the Superintendent of Schools. It is understood and agreed that the Assistant

Superintendent shall be entitled to twenty-five (25) vacation days during the course of any renewal year of this Agreement; the Assistant Superintendent, by virtue of this Agreement, shall be able to carry forth twenty-five (25) days for any subsequent year for vacation purposes. Upon retirement or separation, any unused vacation days, not to exceed fifty (50) days in the aggregate, will be paid at the Assistant Superintendent's then-current per diem rate (annual salary divided by 260).

**c) *SICK DAYS AND PERSONAL DAYS:***

(i) The Assistant Superintendent shall be entitled to 15 paid sick days annually and shall be entitled to 5 days annually for personal days which convert to sick days if unused. The total amount of sick time (including unused personal days that have been converted to sick days) that may be added for any one year to the accumulative sick day bank may not exceed 15 days in accordance with 18A:30-7.

(ii) Upon retirement, the Assistant Superintendent shall be entitled to remuneration for unused accumulated sick days at his per diem rate at the time of his retirement in an amount: (a) not to exceed \$15,000.00; or (b) up to 120 accumulated unused sick days (the number of days so accumulated as of June 8, 2007, the effective date of N.J.S.A. 18A:30-3.5 (P.L. 2007, c. 92)); whichever is greater.

(iii) If payment is made pursuant to section (ii)(b), above, payment shall be subject to the contract provisions contained in the Administrative and

Supervisory Council contract in effect at the time of the Assistant Superintendent's retirement.

*d) LEAVES OF ABSENCE WITH PAY:*

1) The Assistant Superintendent shall be entitled to up to five (5) school days absence with pay in the event of the death of a spouse, child, son-in-law, daughter-in-law, parent, parent-in-law, brother or sister.

2) In the case of the death of a near relative, defined as first cousin, grandparent, uncle, aunt, niece, nephew or sibling-in-law, there shall be no deduction in the salary for absence on the day of the funeral.

**4) OTHER BENEFITS**

The Assistant Superintendent shall be entitled to the following benefits:

*a) MEDICAL, DENTAL AND OTHER HEALTH PROVISIONS*

Major Medical, Prescription Drug Plan and existing Dental Plan and Vision Plan shall continue to be provided to the Assistant Superintendent. Coverage will be provided utilizing the same plan for all other employees of the Toms River Regional Schools at coverage level selected by Assistant Superintendent.

*b)* The Assistant Superintendent may waive coverage in any of the health benefits 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 (Two Thousand Five

Hundred Dollars) \$2,500 for waiving such coverage to be deposited directly into a Tax Sheltered Annuity.

c) ***CONTRIBUTION TO MEDICAL AND PRESCRIPTION INSURANCE PREMIUMS***

The Assistant Superintendent shall make contribution towards his/her health insurance premiums, pursuant to the provisions of Sections 39 and 41 of P.L. 2011 c. 78, through payroll deductions.

d) ***PROFESSIONAL LIABILITY BENEFITS***

The Board agrees that it shall defend, hold harmless, and indemnify the Assistant Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Assistant Superintendent in his/her official capacity as agent and/or employee of the Board, provided the incident arose while the Assistant Superintendent's actions arose out of and were in the course of his/her employment; and, as such, liability coverage is within the authority of the Board to provide pursuant to N.J.S.A. 18A:16-6 and 6.1.

If, in the good faith opinion of the Superintendent of Schools or the attorney for the School District, conflict exists regarding the defense to such claim between the legal position of the Assistant Superintendent and the legal position of the Board, the Assistant Superintendent may engage separate counsel, in which event the Board shall indemnify the Assistant Superintendent for the costs of legal defense consistent with N.J.S.A.

18A:16-6 and 6.1., provided the Assistant Superintendent has not been found to have acted outside the scope of his/her employment.

*e) MEMBERSHIP FEES*

The Board shall pay 100% of the Assistant Superintendent's membership fees and/or charges to professional organizations deemed necessary to maintain and/or improve his/her professional skills with approval of the Superintendent.

*f) CELLULAR TELEPHONE*

Subject to the Superintendent's approval, The Board shall provide Mr. Ricotta with a mobile device or reimbursement for a mobile device and shall pay the monthly charges including business-related telephone call charges to a maximum of \$100/month. All personal information, device records, transactions, data and usage detail remains solely the possession of Mr. Ricotta.

*g) PAYMENT TO ESTATE*

If the Assistant Superintendent dies during the term of this Contract, payment for his accumulated vacation days shall be made to his estate. No such payment shall be made for sick leave.

*h) DISABILITY INSURANCE*

While employed, the Board shall purchase a disability policy for the

Assistant Superintendent that will provide a monthly income for life to the Assistant Superintendent in an amount equal to at least sixty-six percent (66%) of his then current salary in the event he becomes disabled. The cost of this policy shall be paid by the Board of Education whose annual contribution towards the premium shall not exceed two thousand five hundred dollars (\$2,500.00). Any annual premium in excess of two thousand five hundred dollars (\$2,500.00) shall be paid by the Assistant Superintendent.

5) **DISABILITY OF THE ASSISTANT SUPERINTENDENT**

In the event of disability by illness or incapacity, after the Assistant Superintendent's sick leave has been exhausted, the compensation shall be reinstated after the Assistant Superintendent has returned to employment and undertaken the full discharge of his/her duties. If a question exists concerning the capacity of the Assistant Superintendent to return to his/her duties, the Board may require the Assistant Superintendent to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The physician shall limit his report to those factors that prohibit the Assistant Superintendent from performing his/her duties.

6) **ENTIRE AGREEMENT**

This Employment Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties.

7) **CONFLICTS**

In the event of any conflict between the terms, conditions and provisions of this Employment Contract and the provisions of the Board's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Employment Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the contract.

8) **SAVINGS CLAUSE**

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

9) **SETTLING OF CONTROVERSIES AND DISPUTES**

The parties recognize that this is a contract and any dispute arising under the contract relating to contractual terms shall be decided by resorting to the Commissioner of Education or Courts of competent jurisdiction, as may be determined by law. Furthermore, there shall be no arbitration clause or resorting to arbitration but all application for interpretation of this agreement shall be heard in the appropriate Court of the State of New Jersey or the Commissioner of Education, as the case may be.

10) **TERMINATION OF EMPLOYMENT CONTRACT**

A. This Contract shall terminate, the Assistant Superintendent's employment will cease, and no compensation shall thereafter be paid, under any one of the following circumstances:

- (1) failure to possess/obtain proper certification;
- (2) revocation or suspension of the Assistant Superintendent's certificate, in which case this Contract shall be null and void as of the date of revocation, as required by N.J.S.A.

18A:17-17;

- (3) forfeiture under N.J.S.A. 2C: 51-2;
- (4) mutual agreement of the parties;
- (5) notification in writing by the Board to the Assistant Superintendent, prior to July 1, 2022, of the Board's intent not to renew this Contract; or

B. In the event the Assistant Superintendent is arrested and charged with a criminal offense, which could result in forfeiture under N.J.S.A. 2C: 51-2, the Board reserves the right to suspend him/her pending resolution of the criminal charges. Such suspension shall be with pay prior to indictment, and may be with or without pay, at the Board's discretion, subsequent to indictment, unless the Board certifies contractual tenure charges.

C. The Assistant Superintendent may terminate this Employment Contract upon at least 90 calendar days written notice to the Board, filed with the Board Secretary, of his intention to resign.

D. The Assistant Superintendent shall not be dismissed or reduced in compensation during the term of this Contract, except as authorized by paragraphs B. and C. supra and N.J.S.A. 18A:25-6.

11) **APPROVAL OF CONTRACT**

The parties acknowledge that pursuant to N.J.A.C. 6A:23A-3.1 and N.J.S.A. 18A:7-B(i), the Executive County Superintendent or designee shall review and approve this Contract prior to final Board action on this Contract.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their respective hands and seals the day and year first above written.

**ATTEST:**

**BOARD OF EDUCATION OF THE TOMS  
RIVER REGIONAL SCHOOLS**

Wendy S. Saxton  
Wendy Saxton  
Board Secretary

Joseph Nardini  
Joseph Nardini, President

**Signed, Sealed and Delivered in  
the Presence of:**

James Ricotta, Jr.  
As to James Ricotta, Jr.  
Assistant Superintendent

**Board Meeting Approval Date:** 6/16/21

\*\*\*FOLD AND TEAR AT ABOVE PERFORATION\*\*\*

Dear Mr. Gialanella:

Yes, I am planning to continue as an employee with the Toms River Regional Schools for the 2021-2022 school year at a salary of \$155,216.99.

Date 6/30/2021

Signed Wendy L. Saxton

Ms. Wendy L. Saxton  
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Send your response to the attention of the Human Resources Department