

EMPLOYMENT CONTRACT
SUPERINTENDENT OF SCHOOLS
OLD BRIDGE TOWNSHIP PUBLIC SCHOOLS
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*THIS AGREEMENT* is entered on this \_\_\_\_ day of June, 2023, with retroactive effect to July 1, 2022, by and between:

**THE BOARD OF EDUCATION OF THE OLD BRIDGE TOWNSHIP PUBLIC SCHOOL DISTRICT**, County of Middlesex, State of New Jersey (hereinafter "the Board"), a body corporate and politic with its principal place of business located at 4207 Route 516, Matawan, New Jersey;

*and*

**DAVID C. CITTADINO**, an individual residing in the State of New Jersey (hereinafter "the Superintendent").

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✓ *THIS AGREEMENT* replaces and supersedes any and all prior terms and conditions of employment, Employment Agreements, discussions, and implied and express contracts between these parties, including the parties' 2022-2027 employment agreement, which carried over by operation of N.J.S.A. 18A:20.1, and which is hereby rescinded effective July 1, 2022. This agreement is intended and understood by the parties, and shall be read and construed, to set forth all terms and conditions of employment for the Superintendent while employed by the Board, except to the extent that any such terms may be imposed, superseded, or preempted by operation of controlling State or federal law.

✓ *WHEREAS*, for the purposes of mutual understanding and in order that a harmonious relationship may exist between the Board and the Superintendent to the end that continuous and efficient services will be rendered by and on behalf of both parties for the benefit of the students, taxpayers, employees and residents of the School District; and

WHEREAS, the Board wishes to offer continued employment to the Superintendent, and the Superintendent wishes to accept continued employment by the Board as set forth herein;

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

**ARTICLE I
EMPLOYMENT**

- A. **Term.** The Board hereby agrees to re-employ the Superintendent, and the Superintendent accepts said re-employment, as Superintendent of Schools of the Old Bridge Township Public School District for a period of three (3) years, retroactively to July 1, 2022 and continuing through the end of business on June 30, 2025.
- B. **Dismissal / Reduction in Compensation.** Pursuant to N.J.S.A. 18A:17-20.2, during the term of this Contract, the Superintendent shall not be dismissed or reduced in compensation except as set forth in N.J.S.A. 18A:17-20.2 and N.J.S.A. 18A:6-10 et seq. However, the Board reserves the authority pursuant to law to withhold the salary increment of the Superintendent subject to the Superintendent's right to contest and such withholding consistent with law.
- C. **Reservation of Tenure and Seniority Rights.** The parties mutually acknowledge that pursuant to N.J.S.A. 18A:17-20.4, in the event that this Contract expires or is terminated as set forth above, the Superintendent shall retain all tenure and seniority rights that he has with the Board based upon previous employment in the district pursuant to N.J.S.A. 18A:28-6 and N.J.A.C. 6A:32-5.1.
- D. **Salary.** The Superintendent's salary during the life of this Contract shall be as follows:
1. Effective retroactive to July 1, 2022 and continuing through June 30, 2023, salary shall be two hundred twenty-seven thousand thirteen dollars (\$227,013), payable through the district's regular payroll procedures, with additional retroactive payment made per the district's standard procedures.
 2. Effective July 1, 2023 and continuing through June 30, 2024, salary shall be two hundred thirty-eight thousand, three hundred sixty-four dollars (\$238,364), payable through the district's regular payroll procedures.
 3. Effective July 1, 2024 and continuing through June 30, 2025, salary shall be two hundred fifty thousand, two hundred eight-two dollars (\$250,282), payable through the district's regular payroll procedures.
 4. The parties agree that there shall be no payment made to the Superintendent for longevity or high school stipend during any year of this Agreement.
 5. During the term of this contract, the Superintendent shall not be reduced in compensation except for inefficiency, incapacity or unbecoming conduct in accordance with N.J.S.A. 18A:17-20.2

ARTICLE II CERTIFICATION AND RESPONSIBILITIES

- A. **Certification.** The parties acknowledge that the Superintendent currently possesses an administrative certificate with the school administrator endorsement, pursuant to N.J.A.C. 6A:9B-12.1, .3, and .4. It is a condition of this Contract that the Superintendent retain such qualifications in full force and good standing. As required by N.J.S.A. 18A:17-15.1 and N.J.A.C. 6A:23A-3.1(e)(15), the parties acknowledge that in the event that the certificate of the Superintendent is revoked at any time prior or during the life of this Contract, the Contract shall become null and void as of the date of the revocation.
- B. **Duties.** In consideration of the employment, salary and benefits established hereby, the Superintendent hereby agrees to the following job responsibilities and obligations:
1. To faithfully perform the duties of the Superintendent of Schools / Chief School Administrator as set forth in the applicable laws of the State of New Jersey, the Policies and Bylaws of the Old Bridge Board of Education, and the applicable Job Description. The parties mutually acknowledge the authority of the Board of Education to amend and revise the referenced Policies, Bylaws and Job Description pursuant to law. However, the Board shall not substantially increase the duties of the Superintendent by assigning him the duties or responsibilities of another title or position.
 2. To devote full-time efforts, and all skills, labor and attention to the position of Superintendent of Schools and functions of Chief School Administrator as required by N.J.S.A. 18A:17-18.
 3. To assume responsibility for the selection, renewal, placement, removal and transfer of personnel, subject to the approval of and action by the Board, pursuant to N.J.S.A. 18A:27-4.1, which shall not be unreasonably withheld;
 4. To study and make recommendations with respect to all criticisms and complaints which the Board, either by Committee or collectively, may refer to the Superintendent. The Board and its individual members agree to refer to the Superintendent any and all criticisms or complaints that it or they are made aware of, as required by the School Ethics Act and applicable Board Policies; The Superintendent shall have the right to contact the Board's attorneys for legal assistance as the need arises in carrying out his duties.
 5. To assume responsibility and accountability for the administration of the affairs and operation of the Old Bridge Public School District, including but not limited to

instructional programs, personnel and business management, and to delegate to members of the Administration pursuant to the District Organizational Chart;

6. To hold an *ex officio* seat on the Board of Education, and to speak, but not vote on all issues before the Board in accordance with applicable law, and to attend all regular, special, and workshop meetings of the Board, and all Committee meetings where the attendance of the Superintendent is requested by the Board.
7. To provide written and oral updates to the Board on a regular basis to keep the Board fully informed on issues taking place in the operation of the School District. Such reports shall be of a nature as to reinforce the relationship and lines of communications between the Superintendent and Board and the honest and candid administrative leadership of the Superintendent.

ARTICLE IV BENEFITS IN ADDITION TO SALARY

A. Health Insurance.

1. Major Medical. The Superintendent shall be entitled to major medical / hospitalization coverage consistent with the School Employee Health Benefits Program as revised by P.L. 2020, c. 44, or such equal or better plan as the Board may adopt. The Superintendent shall have access to single, employee/spouse, member/child or family coverage.
2. Prescription. The Superintendent shall be entitled to prescription insurance coverage consistent with the School Employees Health Benefits Program or such equal or better plan as the Board may adopt. The Superintendent shall have access to single, employee/spouse, member/child or family coverage.
3. Dental. The Superintendent shall be entitled to dental insurance coverage through the coverage available as the Board may adopt. The Superintendent shall have access to single, employee/spouse, member/child or family coverage.
4. Optical. The Superintendent shall be entitled to an employee optical plan equal to the Vision Service Plan as administered by Paid Vision, or such equal or better plan as the Board may adopt.
5. Contribution to Health Insurance Costs. In addition to the co-pays required in the current coverage plans, the Superintendent shall contribute in each year of this Agreement towards medical, prescription, dental and vision coverage, through payroll deductions, per the percentage-of-salary matrix of P.L. 2020, c. 44 if he is enrolled in the

Educator Health Plan or Garden State Health Plan, or the percentage-of-premium matrix set for in P.L. 2020. c. 44 and P.L. 2011, c. 78 if he is enrolled in any other coverage offered by the Board.

6. Health Insurance Upon Retirement. Upon retirement, the Superintendent may, at his option, choose to continue any part of his health insurance coverage for himself and his spouse, upon payment by the Superintendent of the premium for any such coverage.
7. Waiver of Health Insurance. The 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 Superintendent will be paid the lesser of twenty-five percent (25%) or five thousand dollars (\$5,000.00) of the cost of said coverage for waiving such coverage for any complete year.

B. **Reimbursement of Expenses.** Consistent with N.J.S.A. 18A:11-12, N.J.A.C. 6A:23A-7 and applicable OMB circulars, the Superintendent shall be reimbursed for all documented, actual, and reasonable expenses incurred in the performance of the duties enumerated in this Contract, including, business-related activities, the purchase of supplies, meals, lodging, and membership in community service and professional organizations, upon submission to the Board Secretary and approval of the Board of Education consistent with Board Policy and applicable regulations; The Superintendent also shall be entitled to reimbursement for expenses incurred for attendance at professional conferences and similar expenses that he may incur while discharging the duties of Superintendent. The Superintendent shall be entitled to attend the annual NJSBA/NJASA/ NJASBO Workshop and Convention and the annual conference of the NJASA/NJSBA as well as TECHSPO and such national conferences as the Board may approve upon request by the Superintendent.

C. **Doctoral Degree.** The Superintendent shall be reimbursed for courses / tuition he has expended and will expend in obtaining his doctorate from an accredited institution, in accordance with N.J.S.A. 18A:6-8.5, N.J.A.C. 6A:23A-3.1(e)(15) and N.J.A.C. 6A:9-2.1. In the event that the Superintendent completes all requirements and obtains his doctoral degree during the term of this Agreement, he shall be paid a stipend, in consideration of that degree, in the annual amount of one thousand dollars (\$1,000.00), pro-rated if applicable in any year in which he does not hold such degree as of July 1.

D. **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 among the school building in the district, as well as to various business-related functions

and obligations. Accordingly, and as permitted by N.J.A.C. 6A:23A-3.1(e), the Superintendent shall be reimbursed at the New Jersey OMB rate for documented, business-related mileage.

- E. **Cell Phone.** The Board shall provide the Superintendent with the use of a cell phone with email and internet capabilities. Incidental personal use of the device by the Superintendent shall be permitted. In consideration of the provision of said cell phone, the Superintendent shall have connectivity to be in contact throughout the District as well as when he is out of the District. The Superintendent shall return said cell phone to the Board within five (5) days of the termination or expiration of this Contract and any renewals.
- F. **Computer:** the Board shall provide the Superintendent with a computer or tablet and necessary peripheral equipment for use while working at home. The Superintendent shall return said computer to the Board within five (5) days of the termination or expiration of this Contract and any renewals.
- G. **Membership Fees and Professional Development.** The Board shall pay one hundred percent (100%) of the Superintendent's membership fees for the American Association of School Administrators, the New Jersey Association of School Administrators and the County Roundtable. The Board shall pay all fees for out-of-district workshops, classes and training required by the Board as part of the Superintendent's professional growth plan, subject to application and approval pursuant to Board Policy and applicable State regulations.
- H. **Professional Growth and Development.** The Board encourages the continuing professional growth and development of the Superintendent through participation, subject to prior approval of the Board in the areas listed below. If there is no cost to the district, notice to the Board President shall suffice, provided that such events, in the aggregate, do not exceed ten (10) days' absence in any year.
 - 1. The operations, programs, and other activities conducted or sponsored by local, state and national school administrator and/or vocational associations;
 - 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 Superintendent to perform his professional responsibilities for the Board;
 - 4. Other activities promoting the professional growth of the Superintendent.
- I. **No Implied Benefits.** The parties agree and understand that the benefits set forth in this Contract are intended to be comprehensive. The Superintendent is not and shall not be entitled to any fringe benefit except as expressly set forth in this herein and in any written addenda to which the parties may agree.

**ARTICLE V
ABSENCE FROM DUTIES**

- A. **Sick Leave.** The Superintendent shall be entitled to twelve (12) sick days annually. Unused sick leave days shall accumulate, as guaranteed by N.J.S.A. 18A:30-3. The Board reserves the right pursuant to N.J.S.A. 18A:30-4 to require the submission of a physician's certification in the event of sick leave claimed.
- B. **Sick Leave at Retirement.** Consistent with N.J.S.A. 18A:30-2.5 and 9 and N.J.A.C. 6A:23A-3.1(e)(7) and (8), upon retirement, the Superintendent shall be reimbursed for fifty percent (50%) pay for each unused accumulated sick day based upon his final per diem rate (final base salary divided by 260), not to exceed two hundred (200) days, to a maximum of fifteen thousand dollars (\$15,000.00). It is agreed and understood that in the event that the Superintendent separates from the service of the district for any reason other than retirement, he shall not be paid for any accumulated sick leave. As of June 8, 2007, the Superintendent had accumulated seventeen and one-half (17 ½) unused sick days for which he has the right to be compensated, in addition to the \$15,000 set forth above, pursuant to the terms of his then-current Collective Bargaining Agreement.
- C. **Personal Days.** The Superintendent shall be entitled to two (2) Personal Days of Absence per year. All unused Personal Days shall accumulate as sick days.
- D. **Holidays:** The Superintendent shall be entitled to the following annual holidays with full pay:
- New Year's Day
 - Martin Luther King Jr.'s Birthday
 - Presidents' Day
 - Good Friday
 - Memorial Day
 - Juneteenth
 - Independence Day
 - Labor Day
 - Columbus Day
 - Election Day
 - Thanksgiving Day
 - Thanksgiving Friday
 - Christmas Eve
 - Christmas Day

In addition, the Superintendent shall be entitled to pay for any days that extend the Christmas Holiday (Winter Break) and Spring Break.

The Superintendent's work year shall follow the annual 12-month district calendar established and approved by the Board. Holidays not taken on the date of occurrence shall be designated as floating holidays and may be taken on another date. All floating holidays must be taken by the end of the school year or lost, and shall not be carried over.

- E. **Vacation Time and Carry Over.** The Superintendent shall be entitled to twenty (20) vacation days annually, all of which shall be available on July 1 of each year. Pursuant to N.J.S.A. 18A:30-9, the Superintendent may carry over unused vacation days into the next school year upon notification to and with the approval of the Board, which approval shall not unreasonably be withheld. The total number of vacation days being carried by the Superintendent at any time, including current and carried days, may not exceed forty (40) days in any circumstances.
- F. **Scheduling of Vacation Time.** The Superintendent may take vacation days during the course of the year, upon reasonable notice to the Board President. "Reasonable Notice" shall be defined as not less than 24 hours' notice in the case of single days, not less than 72 hours' notice in the case of two to four days, and not less than two weeks' notice in the case of vacations lasting a week or more. It shall be the Superintendent's obligation to ensure that a fully certificated administrator will be present in the district in his absence, and to schedule his vacation time accordingly.
- G. **Vacation Leave at Separation.** Upon separation from service, the Superintendent shall be entitled to payment for all vacation time currently being carried consistent with subparagraph E, above, not to exceed forty (40) days, at the Superintendent's then-current per diem rate (current salary divided by 260). In the event that the Superintendent separates from the employ of the district earlier than June 30 of any year, he shall be entitled to payment for earned unused vacation, up to the point of departure, on a prorated basis for the then-current school year.
- H. **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, aunt, niece, nephew, sister-in-law or brother-in-law, there shall be no deduction in the salary for absence on the day of the funeral.
- I. **Payments 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 the Superintendent's estate. Pursuant to N.J.A.C. 6A:23A-3.1, no payments for unused sick time shall be payable to the estate.

- J. **Professional Liability.** The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his individual capacity or in his official capacity as agent and/or employee of the Board, provided the incident arose while the Superintendent was acting within the scope of his employment; and, as such, liability coverage is within the authority of the Board to provide under state law.
- K. **No Implied Leave Benefits.** The parties agree and understand that the leave of absence rights and obligations set forth in this Contract are intended to be comprehensive, except as provided by State or Federal law and mandated Board Policies. The Superintendent is not entitled to any absence benefit not expressly set forth herein or in any written addenda to which the parties may agree.

ARTICLE VI EVALUATION OF SUPERINTENDENT

- A. **Annual Evaluation.** The Board shall evaluate the performance of the Superintendent at least once a year not later than June 30, in accordance with N.J.S.A. 18A:17-20.3, N.J.A.C. 6A:10-8.1, and Board Policy relating to Superintendent evaluations. Each annual evaluation shall be in writing, and shall represent a majority of the full membership of the Board. A copy shall be provided to the Superintendent two days prior to the evaluation conference, and the Superintendent and the Board shall meet to discuss the findings prior to final approval or adoption by the Board. The Board may also meet in closed session to discuss the evaluation of the Superintendent's performance, after providing Rice notice to the Superintendent. In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing and in reasonable detail the specific instances of unsatisfactory performance. The evaluation shall include specific recommendations for improvement in all instances where the Board deems performance to be unsatisfactory. The Superintendent shall have the right to respond in writing to the evaluation; this response shall become a permanent attachment to the Superintendent's personnel file upon the Superintendent's request. As required by N.J.A.C. 6A:10-8.1(I), the evaluation process shall be completed by June 30 of each year of this Agreement.
- B. **Goals and Objectives.** On or before August 1 of each year of this Agreement, the parties shall meet to establish the mutually agreed upon District goals and objectives for the ensuing school year. The goals and objectives shall align with the Board's current Strategic Plan, shall be reduced to writing and shall be among the criteria by which the Superintendent is evaluated.

ARTICLE VII
TERMINATION OF CONTRACT

- A. **Consent.** This Contract may be terminated upon mutual consent of the parties, under such terms as may be agreed upon in writing by the parties, subject to the provisions of N.J.S.A. 18A:17-20.2a and N.J.A.C. 6A:23A-3.2.
- B. **Nonrenewal.** The Board reserves the right pursuant to N.J.S.A. 18A:17-20.1 to notify the Superintendent that this Contract shall not be renewed. It is understood and agreed by the parties that in the event that the Board notifies the Superintendent that it wishes to negotiate a renewal or extension of this Contract, but the parties are unable to reach agreement on the terms for such renewal or extension prior to the expiration of the then-current Contract, the Superintendent's employment as Superintendent shall cease upon the expiration of the Contract, subject to the assertion of any and all tenure and seniority rights in previous positions as set forth in paragraph I.B, above.
- C. **Dismissal.** Dismissal or reduction in compensation shall be governed by Article I.C., above and all controlling laws and regulations.
- D. **Resignation.** The Superintendent may unilaterally terminate this Contract upon the provision of not less than one hundred eight (180) days' written notice to the Board President and Board Secretary, or such shorter notice as may be agreed upon in writing by the Superintendent and the Board.
- E. **Suspension.** The Board reserves the right to suspend the Superintendent, however, pursuant to law, any such suspension shall be with full pay and benefits except if the suspension is by reason of indictment or upon certification of tenure charges, pursuant to N.J.S.A. 18A:6-8.3 and N.J.S.A. 18A:6-10 et seq.
- F. **Automatic Termination.** Notwithstanding any provision of this Contract to the contrary, the parties agree that this Contract shall terminate, and the Superintendent's employment shall cease, under any of the following circumstances:
1. Failure to possess/obtain necessary and proper certifications;
 2. Revocation of the Superintendent's certification;
 3. Forfeiture of employment pursuant to N.J.S.A. 2C:51-2; and
 4. Discovery of material fraudulent misrepresentation of employment history, educational and professional credentials, or criminal background, consistent with the tenure hearing laws, N.J.S.A. 18A:6-10 et seq.

ARTICLE VIII NOTICES

Any notice, report or demand required or permitted by any provision of this Contract shall be deemed to have been sufficiently given or served for all purposes if it is sent by certified mail, return receipt requested, as follows:

THE BOARD: Old Bridge Board of Education
Patrick A. Torre Administrative Building
4207 Route 516
Matawan, New Jersey 07747

THE SUPERINTENDENT: At the home address as identified in District records

ARTICLE IX CONFLICTS

In the event of any conflict between the terms, conditions and provisions of this Contract and the provision of any Board Policy, practice, or any permissive State or federal law or regulation, the terms of this Contract shall take precedence over the contrary provisions.

ARTICLE X GOVERNING LAW

This Contract shall be interpreted, construed and governed according to the laws of the State of New Jersey. Controversies arising under this Contract shall fall within the primary jurisdiction of the New Jersey Commissioner of Education, pursuant to N.J.S.A. 18A:6-9.

ARTICLE XI SAVINGS CLAUSE

If, during the life of this Contract, any clause is determined to be illegal or unenforceable under controlling law, all remaining provisions shall remain in full force and effect.

ARTICLE XII WAIVER

The parties mutually understand and represent that any waiver of any provision of this Contract by them shall not be deemed to waive any other or subsequent breach, and shall not be construed as a modification of the terms of this Contract.

ARTICLE XIII ENTIRE AGREEMENT / CONSENT

The parties hereto understand and expressly intend that this Contract embodies and contains the entire understanding and agreement between them, and that there are no representations, promises, or considerations of any nature whatsoever, except as set forth herein. The parties further acknowledge that they agree to and are mutually capable of understanding and appreciating the intention and effect of every provision hereof, and that in addition, they have had the opportunity to review all provisions hereof with their respective legal counsel.

The parties also acknowledge that as required by N.J.A.C. 6A:23A-3.1 and N.J.S.A. 18A:7-B(i), the Executive County Superintendent or designee has reviewed and approved all terms of this Contract prior to final Board action. The letter of approval shall be attached hereto.

ARTICLE XIV MISCELLANEOUS

The Board shall not hold any discussions regarding the Superintendent's employment, unless the Superintendent is given written notice at least 48 hours in advance, is given the opportunity to address the Board in closed session, and is permitted to have a representative of his choosing speak on his behalf. In addition, the Board shall not hold any discussions with regard to the Superintendent's performance, or that may adversely affect the Superintendent's employment, in public session, unless the Superintendent requests that such discussions be held in public session, pursuant to the Open Public Meetings Act.

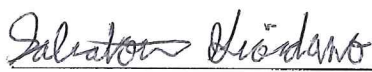
The Board acknowledges and agrees that disclosure of personnel information is governed by the Open Public Records Act, codified at N.J.S.A. 47:1A-10, Executive Order No. 11 (November 15, 1974), Executive Order No. 21 (July 8, 2002), Executive Order No. 26 (August 13, 2002), and case law interpreting those authorities. All information related to the Superintendent's performance, evaluation or any discipline which the public is not otherwise entitled to access under law is deemed confidential and shall not be released to the public absent a written release by the Superintendent, or by a lawful order of a court of competent jurisdiction, or pursuant to a rule of a court of competent jurisdiction.

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. He shall be entitled to have a representative accompany him 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; such documents identified by him shall be destroyed consistent with the New Jersey Destruction of Public Records Law.

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, and intending themselves to be bound hereby, the parties have set their hands and seals to this Contract effective upon the day and year first written above.

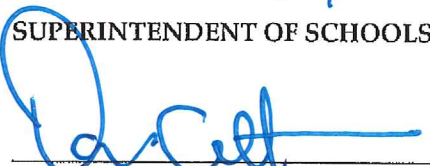
BOARD OF EDUCATION OF
THE TOWNSHIP OF OLD BRIDGE


Salvatore Giordano, Board President

Dated:

8/23/23

SUPERINTENDENT OF SCHOOLS


David C. Cittadino

Dated:

Witness:


Joseph J. Marra, Board Secretary

Dated:

8/23/23

Witness:


Joseph J. Marra

Dated:

8/23/23