

EMPLOYMENT AGREEMENT

The WOODBRIDGE TOWNSHIP BOARD OF EDUCATION, with its offices located at School Street, Woodbridge, New Jersey 07095 (hereinafter referred to as the "Board") and Dr. Joseph Massimino (hereinafter referred to as the "Superintendent of Schools," the "Superintendent" or "Dr. Massimino"), hereby enter into this Employment Agreement for the period beginning July 1, 2021 and ending June 30, 2026 ("Agreement").

1. SALARY AND LONGEVITY

The Board hereby employs Dr. Massimino as the Superintendent of Schools at the following annual salaries which represent the entire base salary for each contract year, inclusive of all increases, longevity and adjustments. Commencing on July 1 of each contract year: \$225,000.00 for the 2021-2022 contract year; \$229,500.00 for 2022-2023; \$234,090.00 for 2023-2024; \$238,771.80 for 2024-2025; and \$243,547.24 for 2025-2026. Annual salary will be paid in accordance with the Board's regular employee payroll schedule and shall be pro-rated for any partial contract year. Under no circumstances will the Board make payroll advances.

In the event that this Agreement shall not be renewed and Dr. Massimino shall return to service in a position he previously held in the District, then he shall be subject to the longevity provisions that exist in the collective bargaining agreement covering that position, or if none, then the longevity provisions set forth in his employment contract as Assistant Superintendent for Human Resources, as of June 30, 2021, a copy of which is annexed hereto as "Attachment A", except that should his salary at the time of non-renewal be continued without reduction in the position reverted to, then the longevity already credited to his base salary for his years of service in the District under this Agreement shall be deemed to have been fully credited and shall not be duplicated.

2. CERTIFICATION

The Superintendent shall hold a valid and appropriate certificate to serve as Superintendent of Schools throughout the term of this Agreement. In the event that the certificate of the Superintendent is revoked, this Agreement shall be null and void as of the date of the revocation.

3. SALARY DEDUCTIONS

A. Deductions required by law will be made from the paycheck of the Superintendent of Schools.

B. Optional deductions approved by the Board will be made from the paycheck of the Superintendent of Schools upon written authorization by the Superintendent of Schools.

C. The Superintendent shall have the right during the Superintendent's employment, to take a reduction in salary and require the Board to use an amount corresponding to such reduction to purchase a tax-sheltered annuity and/or mutual fund investment in accordance with N.J.S.A. 18A:66-127, et seq. and applicable tax laws, including Sections 403 (b) and 457(b) of the Federal Internal Revenue Code. The maximum amount of reduction in salary authorized shall be the maximum tax deferral amount permitted by the Federal Internal Revenue Code.

4. WORK DAY

The Superintendent of Schools is a twelve month employee and his work day shall be from 8:00 AM until 4:00 PM, except that it is understood that the Superintendent of Schools is employed for specific tasks and is expected to work beyond the regular work day in order to accomplish such tasks if and when requested by the Board and/or to accomplish the job duties of the position of Superintendent of Schools as set forth in the job description for the position of Superintendent of Schools applicable during the term of this Agreement, as such job description may be amended from time-to-time. The Superintendent of Schools is expected to work each day of the school

calendar unless he is prevented from doing so because of an otherwise recognized holidays or extraordinary working conditions. Additionally, the Superintendent of Schools shall attend all public Board meetings and other meetings conducted at reasonable times at which the Board requires his participation and/or attendance. Such attendance shall be considered a term of this Agreement and no additional compensation shall be provided for such attendance.

5. PERFORMANCE AND DUTIES

The Superintendent of Schools agrees to faithfully perform the duties of his position as set forth in the job description for the position of Superintendent referenced above, and in accordance with all applicable laws, regulations, policies and directives. The Board shall not substantially increase the duties of the Superintendent by assigning him the duties or responsibilities of another position or title unless the parties agree upon additional compensation commensurate with such increase in duties, the additional compensation is reflected in an addendum to this Agreement, and such addendum has been approved by the Executive County Superintendent, with the exception of such duties as were being performed by an assistant superintendent. Except as otherwise provided herein and so long as there is no scheduling conflict, the Board agrees that the Superintendent may continue to work part-time as an instructor for any accredited institution of higher education including the Graduate School of Education at William Paterson University.

6. VACATION

A. The Superintendent shall be entitled to twenty-five (25) vacation days per school year. All vacation days shall be made available on July 1st but it is understood and agreed that they are earned on a monthly pro-rata basis. Vacation days may be carried over for up to one year, where required for business demands. Thus, at no time will the Superintendent have any more than fifty (50) vacation days in a given year.

B. In calculating vacations, Saturdays, Sundays and legal holidays shall not be

counted.

C. Vacation days shall be pro-rated for the year in which the Superintendent retires, resigns or otherwise ceases employment.

D. Payment for accumulated vacation days shall be governed by the provisions of N.J.S.A. 18A:30-9 and the regulations promulgated thereunder.

E. Unused vacation days are payable to the Superintendent upon his resignation, retirement, or death at a per diem rate based upon the Superintendent's annual salary (that is, the Superintendent's annual salary divided by 260 workdays). The Board shall make such payment within thirty (30) days of the Superintendent's last day of employment. In the event of his death, the Board shall make payment to the Superintendent's estate for his unused vacation days.

7. NON-WORKDAYS AND HOLIDAYS

Non-workdays include those scheduled for administrators during the school year, except that the Superintendent shall be available for duty during all school recess periods in the event he is needed. The Superintendent shall be entitled to time off with pay on all holidays scheduled during the school year by the Board. The Superintendent shall have the following two additional non-workdays with full pay:

A. Labor Day; and

B. Fourth of July

8. PERSONAL LEAVE

A. The Superintendent shall be entitled to three (3) personal days of absence without loss of pay during each school year for personal reasons. The Superintendent may, on occasion, because of unanticipated events or emergencies, require the use of personal

days beyond his three (3) allocated personal days. In such cases, the Superintendent may apply for additional unpaid personal days to the Board, to the extent permitted by law.

B. Personal days shall be non-accumulative. This means that all personal days earned in each school year must be used by the end of that year or the personal days will be lost. No carry-over of unused personal days will be permitted.

9. SICK LEAVE

A. The Superintendent shall be entitled to twelve (12) sick leave days without loss of pay during each school year.

B. Unused sick days are payable to the Superintendent upon retirement pursuant to the rules and regulations of the State of New Jersey, Department of the Treasury, Division of Pension and Benefits, as follows:

C. Payment of supplemental compensation for accrued, unused sick leave shall be calculated by dividing the Superintendent's annual salary by 260 workdays, capped at fifteen thousand (\$15,000.00) dollars.

D. The parties agree that the Superintendent had ____ accrued, unused sick leave days as of July 1, 2021.

10. HEALTH INSURANCE

The Superintendent shall be subject to and entitled to the same medical, dental, vision care and prescription plan benefits afforded other Board staff, as those benefits may change from time-to-time.

The Superintendent shall be responsible for making any and all contributions toward the cost of health care benefits coverage consistent with applicable law. Specifically, the Superintendent shall contribute an amount equal to what is commonly referred to as "tier 4" pursuant to P.L. 2011, ch. 78, or pursuant to P.L. 2020, ch. 44 as applicable.

The Superintendent may waive coverage in any of the health benefits plans if he is covered through the health benefits plan of his spouse or domestic partner as domestic partner is defined by New Jersey Statute. The Superintendent must complete an insurance waiver form and provide proof of alternate medical coverage should he wish to waive coverage in any of the health benefits plans.

11. REAPPOINTMENT

At the conclusion of the term of this Agreement, the Superintendent shall be deemed reappointed for another term of the same duration unless either: (a) the Board by contract reappoints him for a different term which term shall not be less than three (3) nor more than five (5) years, in which event reappointments thereafter shall be deemed for the new term unless a different term is again specified; or (b) the Board notifies the Superintendent in writing that he will not be reappointed at the end of the current term pursuant to the requirements of N.J.S.A. 18A:17-20.1 as that statute may change from time to time. The current requirement of N.J.S.A. 18A:17-20.1 is notification in writing of at least ninety (90) days prior to the expiration of the agreement, that is April 2, 2026.

12. TRAVEL ALLOWANCE

The Board agrees to reimburse the Superintendent for travel in accordance with the provisions of N.J.S.A. 18A:11-12 and the regulations promulgated thereunder.

13. TERMINATION

During the term of this Agreement, the Superintendent shall provide the Board with not less than sixty (60) days' notice, in writing, of intent to resign or retire. The Board may terminate this Agreement as permitted by law.

14. PROFESSIONAL ASSOCIATIONS

The Board agrees to pay dues and fees on behalf of the Superintendent to professional

associations relevant to the position of Superintendent, including the American Association of School Administrators, the New Jersey Association of School Administrators, and the County Association of School Administrators.

15. PROFESSIONAL DEVELOPMENT

The Board encourages the continuing professional growth of the Superintendent through his participation as he might decide in light of his duties and responsibilities to the Board, in the following:

- A. The operations, programs and other activities conducted or sponsored by local, state, and national school administrator and/or school board associations;
- B. Seminars and courses offered by public or private educational institutions;
- C. 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;
- D. Visits to other institutions; and
- E. Other activities that promote the professional growth of the Superintendent which shall include one national conference per school year, among the foregoing options.
- F. The Board agrees to pay for the educational expenses relevant to the foregoing on behalf of the Superintendent as determined by the Board in the exercise of its sole discretion and in compliance with the requirements of N.J.S.A. 18A:11-12 and the regulations promulgated thereunder. Such payment may cover tuition, fees, professional services, mentorship, books and course materials and any payment authorized by the Board shall be made directly to the educational institution or other supplier upon submission by same of a voucher for payment.

G. The Board shall reimburse the Superintendent for the direct costs associated with the mentorship program required pursuant to N.J.A.C. 6A:9-12.4, and the costs for his participation in the New Jersey Leadership Institute/New Superintendent's Academy for up to one year.

16. EVALUATION

The Superintendent shall be subject to an annual performance review by the Board. The review shall be memorialized in writing and shall be completed by June 30 of each school year during the term of this Agreement. 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 evaluation in question. On or before June 30th of each year of this Agreement, the Superintendent and the Board shall meet to review the evaluation format and to mutually determine the evaluation format to be used in the subsequent school year.

17. RESIDENCY REQUIREMENT

In accordance with N.J.S.A. 52:14-7, otherwise referred to as the "New Jersey First Act," the Superintendent must be a resident of the State of New Jersey unless he held an office, employment, or position in this State on September 1, 2011 but did not have his principal residence in this State on that effective date. In such circumstances, the Superintendent shall not be subject to the residency requirement while he continues to hold office, employment, or position without a break in public service of greater than seven (7) days.

In the event the Superintendent is not a resident of the State of New Jersey, he shall have

one (1) year from the date he takes office, position or employment to relocate his residence to New Jersey. If he does not do so or does not file for an exemption, he is subject to removal from his office, position or employment.

18. PRIOR AGREEMENTS

This Agreement shall supersede any and all prior agreements between the parties to this Agreement.

19. COMPLETE AGREEMENT

This Agreement embodies the entire understanding between the parties hereto, which shall be enforceable only after this Agreement has been submitted for review and receives the approval from the Executive County Superintendent.

The parties further understand that this Agreement cannot be varied except by a subsequent written agreement of the undersigned parties, which must receive the prior approval of the Executive County Superintendent. No other representations, whether oral or in writing, shall be binding upon the parties.

20. SAVINGS AND CONFLICTS CLAUSE

If, during the term of this Agreement, it is found that a specific clause of this Agreement is illegal under federal or state law, or by an Agency of competent jurisdiction, the remainder of this Agreement not affected by such a ruling shall remain in force. In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of the Board's policies or any permissive federal or State law, the terms of this Agreement shall take precedence over the contrary provisions of the Board's policies or any such permissive law, unless otherwise prohibited by law.

21. INDEMNIFICATION

Subject to the conditions set forth in N.J.S.A. 18A: 16-6 and 16-6.1, 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 her capacity as an agent and/or employee of the Board. 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 thereto, 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 shall maintain liability coverage for the Superintendent in a face amount of at least \$1 million, including employment practices liability coverage.

22. 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.* 47A:101, *et seq.*, the Right to Know Law codified at *N.J.S.A.* 47:1A-1, *et seq.*, 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 them. 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 may be destroyed, subject to the Board's final determination, and 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.

23. PRE-EXISTING TENURE RIGHTS

Pursuant to *N.J.S.A.* 18A:17-20.4, the Superintendent retains all tenure rights accrued in any position which he previously held in the District. The Superintendent shall also continue to accrue seniority in all positions in which s/he achieved tenure in the District. The Superintendent shall have the right to assert all tenure and seniority rights in the event that the Board does not renew the Superintendent for any reason.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the dates indicated below:

SUPERINTENDENT OF SCHOOLS

WITNESS:

DR. JOSEPH MASSIMINO

DATE

DATE

WOODBIDGE TOWNSHIP
BOARD OF EDUCATION

ATTEST:

MARIE ANDERSON
PRESIDENT

BRIAN WOLFERMAN
BUS. ADMIN./BD. SEC.

DATE

DATE