

## **CONTRACT OF EMPLOYMENT**

This Contract, made this 25<sup>th</sup> day of **January 2021**, between the **BOONTON BOARD OF EDUCATION** in Morris County ("Board") with offices located at 434 Lathrop Avenue, Boonton, New Jersey 07005 and **ROBERT PRESUTO** ("Presuto" or "Superintendent").

### **WITNESSETH**

**THIS EMPLOYMENT CONTRACT** replaces and supersedes all prior Employment Contracts between the parties hereto. Signatures on this Contract constitute 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 School Administrator 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 Robert Presuto as Superintendent of Schools for the period of **July 1, 2021 through June 30, 2025**. The parties acknowledge that this Contract must be approved by the Morris County Executive County Superintendent in accordance with applicable law and regulation.

**ARTICLE II**

**CERTIFICATION**

The parties acknowledge that the Superintendent currently possesses the appropriate New Jersey administrative certification and school administrator endorsement and that these documents are on file in the Board of Education office.

If, at any time during the term of this Contract the Superintendent's certification is revoked, this Contract shall be null and void as of the date of the revocation. The Superintendent will provide official course transcripts for all earned postsecondary degrees to the Board of Education. These transcripts will be kept on file in the Board office.

### **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.

B. To devote the Superintendent's full time, skills, labor, and attention to this employment during the term of this Contract, and not to undertake consultative work, speaking engagements, writing, or other professional duties for compensation without written permission of the Board. 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 requires him to work long and irregular hours, and occasionally may require that he attend to district business outside of the district. The Board of Education does, however, encourage the Superintendent to further knowledge and stay current in



educational practices and theory by lecturing and/or teaching at the undergraduate and graduate level at times that do not interfere with the school day.

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, and all committee meetings thereof, and shall serve as advisor to the Board and said committees on all matters affecting the school district.

H. To suggest regulations, rules, policies, and procedures deemed necessary for compliance with law and/or for the well-being 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. Salary

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) Initial Salary: **For the 2021-2022 school year the Board shall pay the Superintendent an annual salary of One Hundred and Ninety Thousand Dollars (\$190,000.00). For the 2022-2023 school year the Board shall pay the Superintendent an annual salary of One Hundred and Ninety-Five Thousand and Seven Hundred Dollars (\$195,700.00). For the 2023-2024 school year the Board shall pay the Superintendent an annual salary of Two Hundred and One Thousand and Five Hundred Seventy-One Dollars (\$201,571.00). For the 2024-2025 school year the Board shall pay the Superintendent an annual salary of Two Hundred and Seven Thousand and Six Hundred and Eighteen Dollars (\$207,618.00). These salary amounts include a 3% per year increase for each of the last 3 years of the Contract.**

This annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees. In the event that the regulations governing maximum salaries for superintendents are repealed, overturned or rendered inapplicable in any way, the parties agree to meet and negotiate over the Superintendent's salary.

2. Merit Increases. The Superintendent may receive merit bonuses in addition to his annual base salary. The merit bonus will be based upon his achievement of quantitative merit criterion. The Board of Education shall approve and the Superintendent may meet up to three (3) quantitative merit criteria, each representing 3.3% of the Superintendent's base salary as that salary is established as set forth above. The Executive County Superintendent shall approve or disapprove the selection of quantitative merit criteria and the date that forms the basis of measuring the achievement of quantitative merit criteria. The Board shall submit a resolution to the Executive County Superintendent certifying that the quantitative merit criterion have been satisfied and shall await a confirmation of the satisfaction of that criterion from the Executive County Superintendent prior to payment of the merit bonus.

3. 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.

4. Sick leave: The Superintendent shall receive twelve (12) sick days annually. Unused sick days shall accumulate in accordance with law, compensable at retirement at a per diem value of  $1/26^{\text{th}}$  of his then annual salary up to a maximum of \$15,000.00. Any sick days accumulated while in the position of Superintendent shall be added to the sick days accumulated during any other employment with the District up to a



maximum of \$15,000 in the aggregate. Any sick days accumulated during other employment with the district shall accumulate towards the unused sick day bank. The Superintendent shall be credited with 60 sick days which he had accumulated in his former school district. Those sick days will be exhausted prior to the Superintendent's use of his "Boonton" sick day, but under no circumstances will the Superintendent be paid for any of those 60 "carryover" sick days.

5. Professional Membership: The Board shall pay 100% of the professional membership dues for the Superintendent to belong to the following professional associations; the American Association of School Administrators, the New Jersey Association of School Administrators, the Morris County Association of School Administrators and the Association for Supervision and Curriculum Development and/or other organizations deemed important by the Superintendent and the Board. The Superintendent also shall be entitled to reimbursement for expenses incurred for attendance at professional conferences, 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.*). Such reimbursement shall comply with all applicable provisions of state and federal statutory and regulatory provisions and guidance, and with board policy. The Superintendent shall be entitled to attend the annual NJSBA/NJASA/NJASBO Workshop and Convention and the annual spring conference of the NJASA and/or other conferences deemed important by the Superintendent and the Board. 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 and Board policies.

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

7.     Health Benefits:

a.       Effective **July 1, 2021**, the District shall provide and pay full premium for a health care insurance plan and a prescription drug plan selected by the Superintendent for himself and his family under the Horizon Direct Access Program or its equivalent, subject to the “Tier 4” provisions set forth below. The Boonton Town Board of Education may offer additional health plans for participation on a voluntary basis. The coverage options may be changed if the District changes its overall health insurance coverage and/or switches to another carrier. The Superintendent will, as required by State law, pay to the District a contribution for the cost of health insurance pursuant to and consistent with Chapter 78, P.L. 2011. The Superintendent’s contribution toward the cost of his health insurance shall be at “Tier 4” for the life of this Contract.

b.       The District shall provide and pay full premium for a dental plan selected by the Superintendent for himself and his family under the Delta Dental program, subject to the “Tier 4” provisions set forth below. The coverage options may be changed if the District changes its overall dental coverage and/or switches to another carrier. The Superintendent will, as required by State law, pay to the District a contribution for the cost of this dental insurance pursuant to and consistent with Chapter 78, P.L. 2011. at the “Tier 4” level.



c. 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 lesser of (twenty-five percent) 25% or (Five Thousand Dollars) \$5,000 of the cost of said coverage for waiving such coverage.

8. Vacation Leave:

a. The Superintendent shall be entitled to an annual vacation of twenty-one (21) working days per year with pay, in addition to legal and school holidays. All of the vacation shall be available for the Superintendent's use on July 1<sup>st</sup> of each year of the Contract. In the event that business demands prevent the Superintendent from taking all his vacation, the Superintendent will be paid for such accrued unused vacation days when he ceases employment with the District. The Superintendent shall give prior notice of planned vacation days to the Board President.

b. The Board encourages the Superintendent to take his full vacation allotment each year, however, not more than ten (10) vacation days may be carried over by the Superintendent from year to year. All days carried over must be used in the next year; if they are not used in that "carryover" year the days will be forfeited.

c. In the event of a separation between the Superintendent and the Board of Education, 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.

9. Holidays and Snow Days: The Superintendent shall be entitled to all holidays granted to other administrators in the district. The Superintendent must use his judgment as to when to report to work when the district is closed for inclement weather.

10. Personal Time: The Superintendent shall receive up to **four (4)** personal days to attend to personal business during the school day with full pay during the work year. Personal days may be taken during the school year. If possible the Superintendent shall provide prior notice of his intent to use a personal day to the Board President. As much advance notice as possible takeoff the use of personal time will be given. Personal day usage shall be reflected on time-off slips filed with the Board Secretary. Unused personal days can be rolled over into sick days.

11. Family Illness or Death in the Family: The Superintendent shall receive up to eight (8) additional days for family illness or death in the family. These days cannot be carried over from one contract year to the next.

12. Professional Meetings: With the approval of the Board, the Superintendent may attend appropriate professional meetings at the local, state and national level. The expenses of said attendance shall be paid by the District in accordance with New Jersey law. The Superintendent shall file an itemized expense statement with the Board Secretary in order to be reimbursed for all authorized expenses.

13. Job Related Expenses:

a. The Board shall reimburse the Superintendent for job-related expenses, including, but not limited to, transportation expenses and sustenance in accordance with N.J.S.A. 18:11-12, N.J.A.C. 6A:23-3.1€(13) and 6A:23A-6.12. The Superintendent shall be reimbursed for using his personal vehicle for Board business as annually established by the Annual Appropriations Act or the New Jersey Office of Management and Budget. Reimbursement for the use of his personal vehicle shall be tendered upon proof of compliance with the applicable regulations.

b. Computer. The Board shall provide the Superintendent with a computer and other necessary equipment for his use while working at home or in the district.

c. Cellular Telephone. The Board shall purchase a smart phone and shall pay via reimbursement to the Superintendent, the monthly charges for the data usage package and business-related telephone calls. The total monthly reimbursement shall not exceed \$130.00 per month.

14. Tuition: A maximum of \$5,500 will be available for tuition assistance to be used by the Superintendent for coursework at an institution of higher education that is duly authorized pursuant to N.J.S.A. 18A:3-15-3. The Board must approve the coursework, and it must be related to the Superintendent's current or future job responsibilities in order for him to be reimbursed for tuition. Any additional requirements for tuition assistance pursuant to N.J.S.A. 18A:6-8.5 must also be met. 100% of the tuition will be reimbursed when proof of completion of the coursework (with a grade of at least B) is submitted to the Board and the Board approves tuition reimbursement. **The Superintendent may request an increase in**



**the annual tuition assistance amount in writing to the Board President. If such a written request is made, the Board President will raise the matter for discussion and potential approval with the full Board of Education membership.**

## **ARTICLE V**

### **ANNUAL EVALUATION**

The Board shall evaluate the performance of the Superintendent at least once per year in accordance with statutes, regulations and Board policy relating to Superintendent evaluations. Each annual evaluation shall be in writing and shall represent a majority 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 mutually agreed upon by the Superintendent and the Board and 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, and such other criteria as the State Board of Education shall by regulation prescribe.

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. On or before June 1<sup>st</sup> of each year of this employment contract, 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.

The Board shall adopt the final draft of the annual evaluation no later than June 30. The Superintendent shall propose a schedule for evaluation for the next year to the Board President by the annual organization meeting each year.

Within sixty (60) days of the execution of this Employment Contract the parties shall meet to establish the district's goals and objectives for the ensuing school year. Said goals and objectives shall be reduced to writing and shall be among the criteria by which the Superintendent is evaluated, as hereinafter provided. On or prior to June 1 of each succeeding school year the parties will meet to establish the district's goals and objectives for the next succeeding school year, in the same manner and with the same effect as heretofore described. The parties shall mutually agree upon all goals and objectives that are established for each year of the contract.

## **ARTICLE VI**

### **TERMINATION OF EMPLOYMENT CONTRACT**

A. This Contract shall terminate the Superintendent's employment 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 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, at one hundred eighty (180) calendar days prior to the expiration of this Contract, of the Board's intent not to renew this Contract, or
- 6) Misrepresentation of employment history, educational and professional credentials, and criminal background.

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 his 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.

C. Nothing to this Contract shall affect the Board's rights with regard to suspension under N.J.S.A. 18A:6-8.3 and application case law.

D. The Superintendent may terminate this Employment Contract upon at least sixty (60) calendar days written notice to the Board, filed with the Board Secretary, of his intention to resign.



E. 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 VII RENEWAL/NON-RENEWAL

This Employment Contract shall automatically renew for a term of **three (3) years**, with the automatically renewed contract expiring on **June 30, 2025**, unless any of the following occurs:

- A. The Board contractually reappoints the Superintendent for a different term allowable by law;
- B. The Board notifies the Superintendent in writing **by July 1, 2024**, that he will not be reappointed at the end of the current term, in which case his employment shall cease upon the expiration of this Contract on **June 30, 2025**;
- C. This Contract has been terminated by either party prior to **July 1, 2024**; or
- D. This Contract has been nullified by operation of and in accordance with applicable laws and regulations.

## ARTICLE VIII

## **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 IX**

#### **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 X**

#### **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 of 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; and, upon final approval of the Board, such documents identified by him 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

