

## **SUPERINTENDENT EMPLOYMENT AGREEMENT**

This Employment Agreement is made and entered into this 27 day of June, 2022 by and between the Board of Education of the Somerset County Vocational Technical School District (hereinafter the "Board") with offices located at 14 Vogt Drive Bridgewater, NJ 08807 and Robert Presuto (hereinafter the "Superintendent").

**WHEREAS**, the Board of Education desires to hire a new Superintendent following the retirement of the previous Superintendent; and,

**WHEREAS**, the Board of Education conducted a search to find a new Superintendent; and,

**WHEREAS**, as a result of the search the Board of Education extended an offer of employment to Robert Presuto; and,

**WHEREAS**, Robert Presuto accepted the offer; and,

**WHEREAS**, the parties have agreed to enter into a five-year contract with the Superintendent beginning August 1, 2022 through June 30, 2027.

1. The Board hereby employs the Superintendent, and the Superintendent hereby accepts employment as the Superintendent of the Somerset County Vocational & Technical Schools for the period commencing August 1, 2022 and ending June 30, 2027. Both parties agree that the Superintendent shall perform the duties of the Superintendent in and for the schools in said District as prescribed by the laws, codes, rules and regulations of the State of New Jersey and by the rules, regulations and procedures established by the Board and through the direction of the Board.

2. The parties agree that in consideration for performing the duties described herein the Superintendent shall be paid Two Hundred Thousand Two Dollars (\$202,000.00) to be prorated for the period of August 1, 2022 through June 30, 2023. The Superintendent will receive a 2.5% increase on July 1, 2023 to Two Hundred Seven Thousand Fifty Dollars (\$207,050.00) and a 2.5% increase on July 1, 2024 to Two Hundred Twelve Thousand Two Hundred Twenty Six Dollars (\$212,226.00), and a 2.5% increase on July 1, 2025 to Two Hundred Seventeen Thousand Five Hundred Thirty One Dollars (\$217,531.00), and a 2.5% increase on July 1, 2026 to Two Hundred Twenty Two Thousand Nine Hundred Sixty Nine Dollars (\$222,969.00). The annual salary shall be paid in equal installments in accordance with the policy of the Board presently prevailing, or prevailing in the future, governing the payment of professional staff members in the District. 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, and it shall not be deemed that the Board and Superintendent have entered into a new employment contract. The parties agree and acknowledge that any amendment must be reviewed and approved by the Executive County Superintendent.

3. The Superintendent agrees to perform faithfully the duties of Superintendent of Schools for the District as prescribed by the laws of the State of New Jersey, and by rules and regulations of said Board and the directions of the said Board as aforesaid, and in accordance with any amendments to said statutes, or said rules and regulations that may become effective during the period of this Employment Agreement. 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, and the additional compensation is reflected in an addendum to this Employment Agreement, and such addendum has been approved by the Executive County Superintendent.

4. The Superintendent shall furnish throughout the life of this Employment Agreement, a valid and appropriate professional certificate as defined in the New Jersey Statutes and/or the New Jersey State Administrative Code, to act as a School Superintendent in the State of New Jersey. In the event the Superintendent's Certificate is revoked, this contract shall be null and void effective as of the date of revocation of the Certificate. The Superintendent hereby agrees to devote his full time, skill, labor and attention to said employment during the term of this Employment Agreement, provided, however, that the Superintendent, by specific agreement with the Board, may undertake paid consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations so long as such activities do not interfere with his ability to manage the District.

5. The Board shall evaluate the performance of the Superintendent at least once each year of this Employment Agreement in accordance with the requirements of N.J.S.A. 18A:17-20.3. The evaluations shall be in writing, a copy shall be provided to the Superintendent and the Board shall meet to discuss the findings. However, if the Board deems necessary, other evaluations of the performance of the Superintendent may occur. Any other evaluations shall be in writing. The evaluations shall be based upon the goals and objectives of the District, the responsibilities of the Superintendent and such other criteria as the State Board of Education shall, by regulation, prescribe and any other criteria which the Board may develop.

On or before June 30<sup>th</sup> of each year of this Employment Agreement, the Board and Superintendent shall meet for the purpose of evaluation of the performance of the Superintendent. The Board shall supply the Superintendent with a copy of its written evaluation of him. 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.

6. The Superintendent shall organize, reorganize and arrange his supervisory staff in such a manner to best serve the highest interests of the school (subject to any agreements entered into by the Board and the Teachers Association and/or the Principal and Supervisors Association and further subject to the Board's approval). The administration of instruction and business affairs, subject to law, shall be lodged with the Superintendent and administered by him with the assistance of his staff and the approval of the Board. The responsibility for the placement and transfer of personnel shall be vested in the Superintendent, subject to the Board's approval. The Board, individually and collectively, will promptly refer all criticisms, complaints and suggestions called to its attention to the Superintendent for study and recommendation.

7. The Superintendent shall be entitled to receive all benefits and participate in any benefit program of whatever nature presently exists for the benefit of the school's

other employees and whatever benefits or benefit programs the Board may adopt during the term of this Employment Agreement.

8. The Board shall provide the Superintendent, and his dependents, if applicable, and or with a change in circumstances, with medical, dental care, prescription benefits and vision care under the same policy as other District employees. Pursuant to law, the Superintendent shall contribute (via payroll deduction) an amount established by P.L. 2020, Chapter 44 towards the cost of health insurance benefit premiums, depending upon the particular plan in which the Superintendent is enrolled.

9. The Board will reimburse the Superintendent for work related use of his personal cell phone in the monthly amount of one hundred dollars (\$100.00).

10. The Board will provide, at its cost, a laptop computer and internet service for the Superintendent's use at home for school business. The Board shall replace the laptop computer as necessary for the Superintendent to perform his duties.

11. The Board will provide, at its cost, membership for the Superintendent in the following three (3) professional educational associations: NJASA, AASA and County Roundtable. The Superintendent may subscribe to appropriate educational and/or professional publications within the limit set in the annual budget.

12. The Board shall reimburse the Superintendent for business expenses incurred by him according to law. The Superintendent shall be paid a reasonable allowance of \$250 per month as reimbursement of use of his personal vehicle in performance of his duties.

13. The Superintendent shall be entitled to all holidays granted to other administrators in the District.

14. The Superintendent will receive twenty-two (22) vacation days, fifteen (15) sick days, and three (3) personal days each year. All vacation days shall be available to the Superintendent on July 1<sup>st</sup> of each year, but it is understood and agreed that vacation days are earned on a monthly pro-rata basis. The Superintendent shall be permitted to take vacation at any time upon notice to the Board President. The Superintendent will be permitted to carry over no more than 22 vacation days from year to year; except upon separation from employment, any unused carry over vacation days not used in the next subsequent school year shall be forfeited. Unused personal days shall convert to sick days at the conclusion of the school year, subject to a maximum accumulation of fifteen (15) sick days per year.

Upon commencing employment, the Board shall provide the Superintendent with a sick leave bank of sixty (60) sick days. The sick leave bank days shall be reduced on a one-for-one basis at the close of each school year as the Superintendent earns sick days. The sick days in the sick leave bank shall be not be available for the Superintendent's use until he has used up his earned sick days and the sick leave bank days shall not be available for compensation upon the Superintendent's retirement.

15. The Superintendent shall be entitled to five (5) days of leave, without loss of pay due to the death of his father, mother, spouse, partner in a civil union, brother, sister, father-in-law, mother-in-law, son, daughter, grandchild, or any personal permanently living with the Superintendent. The Superintendent shall be entitled to two (2) days of leave, per incident, without loss of pay due to the death of a sister-in-law, brother-in-law, aunt, uncle or other near relative.

16. Upon the retirement from TPAF the Superintendent shall receive payment for accumulated unused sick time on the basis of one per diem day for every two sick days accumulated up to a maximum of ninety (90) days of compensation. Payment for accumulated sick days will be at the calculated per diem rate (salary X 1/260<sup>th</sup>). This payment shall not exceed \$15,000 and shall be made within thirty (30) days of the last day worked.

17. The Superintendent shall be paid for any unused vacation time accumulated and not used upon separation or retirement from this Employment Agreement up to a maximum of twenty-two (22) days at per diem rate of his final annual salary. The Board shall make such payment within thirty (30) days of the Superintendent's last day of employment. In the event of the Superintendent's death, payment for his unused vacation days shall be made to his estate.

18. The Board shall reimburse the Superintendent for tuition costs incurred for graduate level courses at an accredited institution of higher education that are part of a formal program of studies leading to the awarding of a Master's Degree or a Doctoral Degree in an area or discipline judged to be of benefit to the Board. The Superintendent shall seek Board approval prior to enrolling in any graduate course of study. The attendance for courses and course work shall not interfere or impede the Superintendent's work or the Board. The maximum reimbursement for each school year shall be up to 12 credits at the Rutgers University Graduate School rate of tuition. 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 shall raise the matter for discussion and potential approval with the membership of the full

Board. Any such increase shall be reflected in addendum to this Employment Agreement and shall be subject to the notice and public hearing requirement under Title 18A and shall be subject to approval by the Executive County Superintendent.

19. 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, which is the subject of any such demand, claim, suit, action or legal proceeding, arose while the Superintendent was acting within the scope of his employment. If in 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 relation thereto, the Superintendent may engage his own legal counsel, in which the Board shall indemnify the Superintendent for the costs of his legal defense subject to the requirements of the Board's insurance carrier.

20. The Board shall reimburse the Superintendent for expenses incurred to attend up to two (2) education related conventions per year. The locations of the same being subject to the Board's approval.

21. This Employment Agreement may be terminated by:

- a. Mutual agreement of the parties.
- b. Incapacity of the Superintendent, subject to N.J.S.A. 18A:6-10, *et seq.*;

In the event of disability by illness or incapacity after the Superintendent's sick leave and other paid time off has been exhausted, compensation from the Board shall cease. Compensation shall be reinstated after the Superintendent has returned to employment and undertaken the full discharge of his duties. If a question exists concerning the capacity of



the Superintendent to return to his duties, the Board may require the Superintendent to submit to a medical examination, to be performed by a physician licensed to practice medicine. The said physician shall be selected by the Board. The examination shall be done at the expense of the Board. The physician shall limit his or her report as to those factors that prohibit the Superintendent from performing his duties.

c. Unilateral Termination by the Superintendent:

The Superintendent may terminate this Employment Agreement upon one hundred twenty (120) days written notice to the Board.

d. Superintendent's Actions:

This Agreement may be terminated prior to the end of the term of this contract by the Board for inefficiency, incapacity or conduct unbecoming a superintendent or other just cause pursuant to N.J.S.A. 18A:17-20.2 or where the Board documents that separation is in the best interest of the students of the District in accordance with the provisions of N.J.A.C. 6A:23A-3.2.

e. Non-Renewal:

The Board shall notify the Superintendent in writing on or before February 1, 2027 whether he shall be reappointed. Any action by the Board to non-renew the Superintendent's employment shall be taken by vote of the majority of the full membership of the Board. In the event the Board fails to notify the Superintendent by January 31, 2027, that he has been non-renewed, he shall be deemed to be reappointed for another contracted term of five (5) years.

f. Early Termination:

The parties understand that any early termination must comply with the provisions of P.L. 2007, c. 53, *The School District Accountability Act*. In the event the parties agree to terminate this Agreement prior to June 30, 2027, upon the approval of the Commissioner of Education, the Board shall compensate the Superintendent consistent with the applicable law at such time.

22. This Employment Agreement embodies the entire agreement between the parties hereto and with prior approval of the Executive County Superintendent and cannot be varied except by written agreement of the parties.

23. In the event of any conflict between the terms, conditions and provisions of this Employment Agreement 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 Agreement shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the Employment Agreement.

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

25. The Superintendent shall fulfill all aspects of this Employment Agreement, any exception thereto to be by mutual written consent of the Board and the Superintendent.

26. The Board has approved the terms and conditions of this Employment Agreement and has been advised that Superintendent has had the contract reviewed by an attorney of his choice before he executes the same.

27. The Superintendent has approved the terms and conditions of this Employment Agreement and has been advised that the Board has the right to have the same reviewed by an attorney of its choice before it executes the same.

28. 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.

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 after review and approval by the Board.

29. 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.

30. The Board shall not hold any discussions regarding the Superintendent's employment, unless he 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 his employment, in public session, unless he notifies the Board that such discussions should be held in public session, pursuant to the Open Public Meetings Act.

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

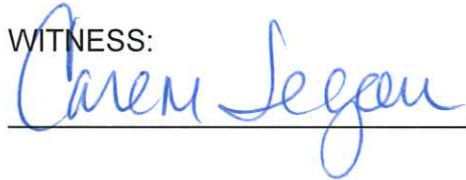
ATTEST:

  
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Raelene Sipple, Board Secretary

BOARD OF EDUCATION OF THE SOMERSET  
COUNTY VOCATIONAL & TECHNICAL SCHOOLS

BY:   
\_\_\_\_\_  
William G. Hyncik, Jr., Board President

WITNESS:

  
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Robert Presuto