



PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

State of New Jersey
DEPARTMENT OF EDUCATION
Sussex County Office of Education

LAMONT O. REPOLLET, ED.D.
ACTING COMMISSIONER

ROSALIE S. LAMONTE, PH.D.
Interim Executive
County Superintendent

June 19, 2018

Ms. Sally Ann McCarty
School Business Administrator
Green Township Board of Education
P.O. Box 14
Greendell, NJ 07839

Dear Ms. McCarty:

I have reviewed the amended employment contract for Mr. John Nittolo, Superintendent of Schools, in accordance with N.J.S.A. 18A:7-8(j) and to determine compliance with the standards adopted by the Commissioner of Education at N.J.A.C. 6A:23A-3.1. Based upon my review, I have determined that those provisions of the contract subject to my review are in compliance with applicable laws and regulations. Therefore, I approve the contract for a period commencing on July 1, 2017 through June 30, 2022 with a salary of \$155,850 for 2017-2018; \$158,967 for 2018-2019; \$162,147 for 2019-2020; \$165,389 for 2020-2021; and \$168,697 for 2021-2022.

If there are any changes to the terms of this contract, you will need to submit it to the Sussex Executive County Superintendent, for review and approval prior to the required public notice and hearing of such changes.

Kindly submit a copy of the signed contract once it is executed.

Sincerely,

A handwritten signature in blue ink that reads "Rosalie S. Lamonte".

Rosalie S. Lamonte, Ph.D.
Interim Executive County Superintendent

Cc: Mr. John Nittolo, Superintendent

GREEN TOWNSHIP BOARD OF EDUCATION

Box 14

Greendell, New Jersey 07839

SUPERINTENDENT
CONTRACT OF EMPLOYMENT

THIS AGREEMENT is made this 15th day of November 2017 between the BOARD OF EDUCATION OF GREEN TOWNSHIP, Sussex county (hereafter to as the "Board"), P.O. Box 14, Greendell, New Jersey, 07839 and JOHN Z. NITTOLO, 294 Springbrook Trail, Sparta, New Jersey 07871 (hereafter referred to as Mr. Nittolo).

WITNESSETH:

WHEREAS, the Board and Mr. Nittolo are parties to an employment contract dated July 1, 2014 through June 30, 2019; and

WHEREAS, the parties hereby rescind that contract and enter into a new five (5) year contract commencing on July 1, 2017; and

WHEREAS, the Board and Mr. Nittolo wish to embody in this contract the terms and conditions of their new agreement;

NOW, THEREFORE, the Board and Mr. Nittolo, for the consideration herein specified, agree as follows:

ARTICLE I
EMPLOYMENT

The Board hereby agrees to employ Mr. Nittolo as Superintendent for the period of July 1, 2017 through the close of business on June 30, 2022. The parties acknowledge that this agreement must be approved by the Sussex County Executive County Superintendent in accordance with applicable law and regulation.

ARTICLE II
CERTIFICATION

The parties acknowledge that Mr. Nittolo possesses the appropriate New Jersey administrative certification and School Administrator endorsement which certificate and endorsement is required in order for him to serve as Superintendent.

If at any time during the term of this Agreement, Mr. Nittolo's certification(s) is revoked, this Agreement shall be null and void as of the date of the revocation.

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ARTICLE III
DUTIES

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

- A. To faithfully perform the duties of Superintendent 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, job description for the position and existing Board policies and those which are adopted by the Board in the future.
- B. To devote his full-time skills, labor, and attention to this employment during the term of this agreement; and, except as otherwise provided herein, further agrees not to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties for compensation without written permission of the Board. Said permission shall not be unreasonably withheld. 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 honorarium 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 school days in any week. Any time away from the district that is not for district business must be arranged in accordance with provisions in this contract governing time off. The Board recognizes that the demands of the Superintendent's position require to work long and irregular hours, and occasionally may require that he attend to district business outside of the district.
- C. 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 Board will not take action on any such criticisms, complaints, and/or suggestions until they are discussed by the Board members at a scheduled meeting of the Board and a consensus sought to direct the Superintendent to study, recommend, and/or take action.
- D. To assume responsibility for the administration of the school district, including, but not limited to, programs, personnel, fiscal operations, instructional programs, and all duties and responsibilities therein. These duties and responsibilities will be performed and discharged by Mr. Nittolo or by staff at his direction.
- E. The Superintendent shall have a seat on the Board and the right to speak (but not vote) on all issues before the Board in accordance with applicable law. The Superintendent shall attend all regular and special meetings of the Board, (except where a Rice notice has been served upon the Superintendent notifying him that his

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employment will be discussed in closed session, and the Superintendent had not requested that the meeting be conducted in public or where the Superintendent has a conflict of interest), and all committee meetings thereof, and shall serve as advisor to the Board and said committees on all matters affecting the school district.

- F. To suggest, from time to time, regulations, policies, and procedures deemed necessary for compliance with law and/or for the well-being of the schools.
- G. 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 Board shall not substantially increase the duties of the Superintendent by assigning him duties of another position or title without negotiating additional compensation for the Superintendent to undertake such duties. The Superintendent shall at all times, adhere to all applicable federal and state statutes, titles, regulations, and executive orders, as well as district policies and regulations. The Superintendent shall have the right to contact the Board's attorney for legal assistance as the need arises in carrying out his duties.

ARTICLE IV
SALARY and BENEFITS

- 1. Salary: The Board shall provide the following salary as part of Mr. Nittolo's compensation:
 - a. Initial Salary: The Board shall pay Mr. Nittolo an annual salary of one hundred fifty five thousand eight hundred and fifty dollars (\$155,850.00) for the 2017-2018 school year which includes an additional five thousand dollars (\$5,000) for the position of Director of Personnel and Staff Development.. This annual salary rate shall be paid to Mr. Nittolo in accordance with the schedule of salary payments in effect for other certified employees. Mr. Nittolo shall also receive merit pay for the 2017-18 school year.
 - b. Salary Schedule for Subsequent Years: For each subsequent year of this contract, the Board shall pay Mr. Nittolo a salary in accordance with the following schedule which shall include an additional five thousand dollars (\$5,000) for the position of Director of Personnel and Staff Development:

2018-2019	Salary	\$158,967.00
2019-2020	Salary	\$162,147.00
2020-2021	Salary	\$165,389.00
2021-2022	Salary	\$168,697.00
 - c. In the event that the Salary Cap Regulations are determined to be invalid, expire and/or are amended, the parties may agree to reopen this contract for the

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sole purpose of discussing Mr. Nittolo's base salary and/or amending the merit pay.

- d. Payment to Estate: If the Superintendent dies before his contract of employment is completed, payment for any accumulated unused vacation days due to the Superintendent shall be made to his estate in accordance with the law.
- e. The Board may consider, based on evaluation of Mr. Nittolo's performance, reopening this contract at the end of the 2020-2021 school year.

2. Merit Pay:

- a. Beginning with the first year of this contract and each year thereafter, Mr. Nittolo may receive a merit bonus in addition to his annual base salary. The merit bonus will be based upon his achievement of quantitative and/or qualitative merit criteria. On or before June 30th of each year for this contract, the Board and Mr. Nittolo shall select up to three (3) quantitative merit criteria and up two (2) qualitative merit criteria per contract year. The criteria shall be reflected in an appendix to this contract. Said goals shall be submitted to the Executive County Superintendent for approval. If a goal is not approved by Executive County Superintendent, a new goal shall be selected by the Board and Mr. Nittolo for resubmission to the Executive County Superintendent.
- b. During the 2017-18 school year, Mr. Nittolo is eligible to receive a merit bonus in the amount of up to 9.9% of his annual base salary for the quantitative and qualitative merit criterion achieved based upon a majority vote of the full membership of the Board as set forth below.

For purposes of this agreement, "annual base salary" shall also include the \$5000.00 Director of Personnel and Staff Development compensation. For each subsequent year of this contract Mr. Nittolo shall be eligible to receive merit bonus in the amount of 9.71% in 2018-19, 9.52% in 2019-20, 9.33% in 2020-21 and 9.15% in 2021-22. On or before June 30 of each year of this contract the parties shall determine the appropriate number of qualitative and quantitative merit goals and the percentages that will be attributed to each. However, there can be no more than three (3) quantitative merit criteria and two (2) qualitative merit criteria per contract year.

- c. Following the conclusion of each school year, Mr. Nittolo shall submit a goal completion document certifying that the quantitative and/or qualitative merit criteria has been satisfied. This goal completion document will then be reviewed and validated with the Personnel Committee. Once the Personnel Committee and Mr. Nittolo have met and agreed that the goals were completed and satisfied, the goal completion document and supporting evidence would

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then be approved by the majority vote of the Board as a motion in a public meeting. After majority Board vote approval Mr. Nittolo will be paid his merit bonus within 30 days, after final approval by the Executive County Superintendent. The Board shall be the final arbiter about whether a goal has been satisfied.

3. Sick Leave: Mr. Nittolo shall be allowed fifteen (15) days sick leave annually. The unused portion of such leave, at the end of each school year, shall be cumulative in accordance with the provisions of Title 18A. .
 - a. Upon retirement from the district and notice to the Board, unused sick days will be reimbursed, at the rate of \$75.00 per day. Reimbursement for sick days shall be consistent with the law in effect at the time this contract is signed. Such payment shall not exceed \$15,000 and any such payment shall be made by the Board within thirty (30) days of the Superintendent's last day of employment. Accumulated unused sick leave compensation shall not be paid to Mr. Nittolo's estate or beneficiaries in the event of death prior to retirement.
4. Vacation: Mr. Nittolo shall be granted twenty-four (24) vacation days annually, which shall be considered earned at the rate of two days per month, although all days shall be available on July 1. The Superintendent shall take his vacation time after giving the Board President reasonable notice. Mr. Nittolo may take vacation during the school year upon notice to the Board President. The Superintendent is expected to attend to the business of the district as required for the smooth and efficient operation of the school district. The Superintendent may carry over five (5) unused vacation days to the next year only. Any other days not used shall be forfeited. Upon separation from service, if the Superintendent has unused, accumulated vacation days, the Superintendent will be compensated for his unused vacation days based on a per diem calculation of 1/260 of his annual salary at the time of separation. The maximum amount of days for which he can be compensated is twenty-nine (29) days.
5. Personal Leave: Mr. Nittolo shall be granted five (5) days of absence annually for personal matters which require absence during school hours, to be used at his discretion. They days are not cumulative from year to year. In addition, there shall be no payment for unused days.
6. Other Leave: Mr. Nittolo shall be entitled to the following leave of absence annually at full pay:
 - a. Family Sick Leave - a maximum of three (3) days for immediate family illness.
 - b. Bereavement - up to five (5) days for the death of an immediate family member. All family leave days specified in this paragraph shall not be cumulative. Immediate family shall include spouse, domestic partner as domestic partner is defined in New Jersey statute, child, brother, step-brother,

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brother-in-law, sister, step-sister, sister-in-law, father, step-father, step-father-in-law, mother, step-mother or stepmother-in-law.

- c. Bereavement (non-immediate family) - one (1) day for a death in other than immediate family. Other than immediate family is defined as aunt, uncle, niece, nephew or first cousin of the employee or their spouse/domestic partner.
- d. Holidays - Mr. Nittolo shall be entitled to the paid holidays as per the Board approved school calendar.

8. Health Benefits: Mr. Nittolo shall be entitled to the same health benefits as the district's full-time certified and non-certified staff. In the event health benefits are revised for the district during the term of this Agreement, Mr. Nittolo will be provided the option of maintaining a "look alike" policy to the current health plan, if permissible. As an additional option, the Superintendent may waive his health benefits coverage, with proof of alternate coverage, and be paid an annual stipend of five thousand (\$5,000). Said stipend will be paid in two equal parts in December and June of the contract year. The Superintendent shall contribute thirty percent (30%) to the premium costs for all such coverages in accordance with Chapter 78, P.L. 2011. The premium shall be paid by the Superintendent through payroll deduction.

9. Tuition Reimbursement: Mr. Nittolo shall be reimbursed, annually, by the Board for his actual tuition costs in connection with those courses of studies successfully completed with a grade of "B" or higher at a duly accredited institution of higher education, pursuant to N.J.S.A. 18A:6-8.5, that are approved in advance by the Board, in an amount not to exceed \$5,000. In the event, that the Superintendent should leave the district prior to eighteen (18) months from the effective date of the Agreement, the district shall be fully reimbursed for any course which received compensation.

10. Car Allowance: The Board of Education shall provide Mr. Nittolo with a car allowance of \$125.00 per month to compensate him for his monthly travel business purposes.

11. Professional Membership and Dues. The Board shall pay the actual cost of annual membership dues for professional organizations; such annual dues are not to exceed \$2,000 annually.

The Board encourages professional growth of the Superintendent through his participation in a variety of activities, programs, conferences and seminars. Through its encouragement, the Board shall permit a reasonable amount of release time for the Superintendent to attend such events subject to the limitations cited in N.J.S.A. 18A:11-12 and N.J.A.C. 6A:23A-7.1 et seq., and shall pay all necessary travel, lodging, registration and sustenance expenses for national, regional, state and county meetings as required, subject to prior approval of the Board and availability of funds.

It is agreed that in the absence of compelling circumstances requiring the presence of the Superintendent in the district, each school year the Superintendent shall be entitled to

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attend the following: New Jersey School Boards Association, New Jersey Association of School Administrators, NJ Techspo, national conferences, and any other conferences approved by the Board of Education. Reimbursement or payment for hotel, meal and travel expenses shall be made in accordance with Board policies and shall be in compliance with the applicable Federal Office of Management and Budget (OMB) circular, and all applicable provisions of the New Jersey statutory and regulatory provisions and guidance, including N.J.S.A. 18A:11-12 and N.J.A.C. 6A:23A-3.1. Travel costs will require formal Board approval,

12. Miscellaneous. The Board will reimburse the Superintendent for the usage costs of a Smart Phone with Data Plan of the Superintendent's choice. The device will be purchased and maintained by the Green Township School District. The Superintendent shall submit invoices to the business office monthly.

The Superintendent shall be provided a new laptop computer for school business use, which will be the property of the Green Township School District, and will be reimbursed for Home Office internet plan.

ARTICLE V **ANNUAL EVALUATION**

The Board shall evaluate the performance of the Superintendent at least once a year in accordance with statutes, regulations and Board policy relating to Superintendent evaluation. Said evaluation shall be completed by June 30 of each year. Each annual evaluation shall be in writing and shall represent the consensus of the Board. A copy of the proposed final evaluation shall be provided to the Superintendent, and he and the Board shall meet to discuss the findings before final action by the Board to approve same. The Board may meet in closed session to discuss the evaluation and his performance where a Rice notice has been served upon him giving notice that his employment will be discussed in closed session, and he has not requested that the meeting be conducted in public. The evaluations shall be based upon the criteria adopted by the Board, the goals and objectives of the district, and such other criteria as the State Board of Education shall by regulation prescribe. 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.

ARTICLE VI **TERMINATION OF EMPLOYMENT CONTRACT**

A. This Agreement shall terminate, the Superintendent's employment will cease, and compensation shall thereafter not be paid, under any one of the following circumstances:

- 1) Failure to possess/obtain proper certification

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- 2) Revocation or suspension of the School Administrator's certificate, in which case this Agreement shall be null and void as of the date of revocation, as required by N.J.S.A. 18A:17-15.1;15.1;
- 3) Forfeiture under N.J.S.A. 2C: 51-2;
- 4) Tenure dismissal pursuant to the requirements of N.J.S.A. 18A:17-20.2;
- 5) Mutual agreement of the parties;
- 6) Notification in writing by the Board to the Superintendent at least 150 days prior to the expiration of this Agreement of the Board's intent not to renew this Agreement; or
- 7) Purposeful misrepresentation of employment history, educational and professional credentials, and criminal background

B. Nothing in this Agreement shall affect the Board's rights with regard to suspension under N.J.S.A. 18A:6-8.3 and applicable case law.

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

ARTICLE VII
REAPPOINTMENT/NON-REAPPOINTMENT

At the conclusion of the term of this Agreement, the Superintendent shall be deemed reappointed for another contractual term of five (5) school years unless either: a.) the board by contract reappoints him for a different term which term shall be not less than three nor more than five 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, in which event his employment shall cease at the expiration of that term, provided that such notification shall be given prior to the expiration of the first or any subsequent contract by 150 days pursuant to N.J.S.A. 18A:17-20.1.

Any renewal, or modification of this Agreement shall comply with the notice provision of P. L. 2007, c.53, the School District Accountability Act and N.J.A.C. 6A:23A-3.3 et seq.

ARTICLE VIII
COMPLETE AGREEMENT

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

ARTICLE IX
SAVINGS CLAUSE AND CONFLICT CLAUSE

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SUPERINTENDENT

Detailed Statement of Contract Costs

District: Green Township Board of Education

Name: John Nittolo

District Grade Span: K-8

On Roll Students as of 10-15 of the prior year: 443

	Year 1	Year 2
Contract Term:	2017-18	2018-19
Salary		
Base Salary	\$ 147,794	\$ 147,794
Annual Cummulative Salary Increase (up to 2% per year)*		\$ 3,056
Amount for High School	\$ -	\$ -
Amount for Additional Position (Principal, etc.) **Describe: Director of personnel and staff development	\$ 5,000	\$ 5,000
Shared Service	\$ -	\$ -
Longevity	\$ -	\$ -
Annual Salary	\$ 152,794	\$ 155,850
Annual Salary Increase (up to 2% for successive contracts)***	\$ 3,056	\$ 3,117
TOTAL ANNUAL SALARY	\$ 155,850	\$ 158,967
Additional Salary		
Quantitative Merit Goals	\$ 7,652	\$ 7,789
Qualitative Merit Goals	\$ 7,777	\$ 7,646
Additional Compensation - Describe: Auto	\$ 1,500	\$ 1,500
Total Additional Salary	\$ 15,429	\$ 15,436
TOTAL ANNUAL SALARY PLUS ADDITIONAL COMPENSATION	\$ 171,279	\$ 174,403
Total Premiums for:		
Health Insurance	\$ 38,653	\$ 42,518
Prescription Insurance	\$ -	\$ -
Dental Insurance	\$ 1,593	\$ 1,625
Vision Insurance	\$ -	\$ -
Disability Insurance	\$ -	\$ -
Other Insurance - Describe:	\$ -	\$ -
Waiver of Benefits	\$ -	\$ -
Total Cost of Premiums	\$ 40,246	\$ 44,143
Employee Contribution to Premiums as Per Law	\$ 12,074	\$ 13,243
TOTAL HEALTH BENEFITS COMPENSATION	\$ 28,172	\$ 30,900
Other Compensation		
Travel and Expense Reimbursement (Estimated Annual Cost)	\$ 2,500	\$ 2,500
Professional Development (Capped Amount or Estimated Annual Cost)	\$ 2,500	\$ 2,500
Tuition Reimbursement	\$ 5,000	\$ 5,000
Mentoring Expenses - Describe:	\$ -	\$ -
National/State/County/Local/Other Dues	\$ 2,000	\$ 2,000
Subscriptions	\$ -	\$ -

Board Paid Cell Phone or Reimbursement for Personal Cell Phone/month	\$ 200	\$ 200
Computer for Home use, including supplies, maintenance, internet	\$ 1,000	\$ 1,000
Other - Describe:		
TOTAL OTHER COMPENSATION	\$ 13,200	\$ 13,200
<u>Sick and Vacation Compensation</u>		
Max Paid for Unused Sick Leave Upon Retirement	\$ 15,000	\$ 15,000
Max Paid for Unused Vacation Leave - Retirement or Separation	\$ 17,383	\$ 17,731
Total Sick and Vacation Compensation	\$ 32,383	\$ 32,731
TOTAL CONTRACT COSTS	\$ 245,034	\$ 251,234

*The cumulative salary increment is all prior year's annual increment (up to 2% per year) added to the cu

**Must be a valid DOE position

***The annual salary increment can be **up to 2%** for those who qualify--adjust the formula if the increme

Year 3	Year 4	Year 5
2019-20	2020-21	2021-22
\$ 147,794	\$ 147,794	\$ 147,794
\$ 6,173	\$ 9,352.22	\$ 12,595.14
\$ -	\$ -	\$ -
\$ 5,000	\$ 5,000	\$ 5,000
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ 158,967	\$ 162,146	\$ 165,389
\$ 3,179	\$ 3,243	\$ 3,308
\$ 162,146	\$ 165,389	\$ 168,697
\$ 7,783	\$ 7,988	\$ 8,114
\$ 7,653	\$ 7,443	\$ 7,321
\$ 1,500	\$ 1,500	\$ 1,500
\$ 15,436	\$ 15,431	\$ 15,436
\$ 177,583	\$ 180,820	\$ 184,133
\$ 46,770	\$ 51,447	\$ 56,592
\$ -	\$ -	\$ -
\$ 1,657	\$ 1,691	\$ 1,724
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ 48,427	\$ 53,138	\$ 58,316
\$ 14,528	\$ 15,941	\$ 17,495
\$ 33,899	\$ 37,196	\$ 40,821
\$ 2,500	\$ 2,500	\$ 2,500
\$ 2,500	\$ 2,500	\$ 2,500
\$ 5,000	\$ 5,000	\$ 5,000
\$ -	\$ -	\$ -
\$ 2,000	\$ 2,000	\$ 2,000
\$ -	\$ -	\$ -

0.0491	0.049	0.048	0.0483	0.0481
0.0499	0.0481	0.0472	0.045	0.0434
0.099	0.0971	0.0952	0.0933	0.0915

\$ 200	\$ 200	\$ 200
\$ 1,000	\$ 1,000	\$ 1,000
\$ 13,200	\$ 13,200	\$ 13,200
\$ 15,000	\$ 15,000	\$ 15,000
\$ 18,086	\$ 18,447	\$ 18,816
\$ 33,086	\$ 33,447	\$ 33,816
\$ 257,768	\$ 264,663	\$ 271,970

24 vacation plus max 5 carryover

urrent base salary

nt is less than 2%