

## EMPLOYMENT CONTRACT

### SUPERINTENDENT OF SCHOOLS

**THIS EMPLOYMENT CONTRACT** is made and entered into this 31st day of August, 2020 by and between the **BOARD OF EDUCATION OF THE TOWNSHIP OF MOUNT OLIVE**, County of Morris, with offices located at 227 U.S. Hwy. 206, Suite 10, Flanders, NJ 07836 (hereinafter referred to as the "Board"), and Dr. Robert R. Zywicki (hereinafter Dr. Zywicki or "the Superintendent").

**WHEREAS**, the Board and Dr. Zywicki are parties to an employment contract dated July 1, 2019 through June 30, 2024; and

**WHEREAS**, the parties hereby mutually rescind that contract and enter into a new five (5) year contract retroactive to July 1, 2020; and

**WHEREAS**, the Board and Dr. Zywicki wish to embody in this contract the terms and conditions of their Agreement;

**NOW, THEREFORE**, the Board and Dr. Zywicki for the consideration herein specified, agree as follows:

#### 1. **EMPLOYMENT TERM**

The Board, in consideration of the promises herein contained of the Superintendent, hereby employs, and the Superintendent hereby accepts employment as Superintendent for a term commencing (retroactive to) July 1, 2020 and ending June 30, 2025.

#### 2. **CERTIFICATION**

The Superintendent is duly certified by the New Jersey State Board of Examiners to serve as Superintendent of Schools. The Superintendent will provide official course transcripts for all earned graduate degrees to the Board of Education. These transcripts will be kept on file in the Board office.

#### 3. **SUPERINTENDENT RESPONSIBILITIES**

- A. The Superintendent shall be the chief executive and administrative officer of the Board and shall have general supervision over all aspects, including fiscal operations and instructional programs of the district. He shall faithfully perform the duties of Superintendent in accordance with the Laws of the State of New Jersey, Regulations adopted by the State Board of Education, existing Board policies and those which are adopted by the Board from time-to-time. The specific job description adopted by the Board, applicable to the position of Superintendent is incorporated by reference into this contract and shall be followed by the Superintendent.
- B. To devote his full time, skills, labor and attention to this employment during the term of this contract. The Superintendent, as a recognized expert in the field of education, shall be permitted by the Board to engage in teaching, training, and consulting for university graduate schools of education, as well as, writing and publishing in the field of education so long as such activities do not unreasonably interfere with his ability to manage the District. If the Superintendent chooses to

engage in such outside activities during weekends, off-duty hours, holidays, or on his vacation time, he shall retain any and all compensation and honoraria paid.

- C. To carry out the duties as may be assigned to him by the Board pertaining to the office of Superintendent and to make reports to the Board as may be required. 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 Contract and such addendum has been approved by the Executive County Superintendent.
- D. The Superintendent shall attend regular and special meetings of the Board without additional compensation and any other committee meetings and/or other meetings which are relevant to his job function. These meetings may be scheduled in the early weekday mornings and/or evenings and in special situations, on weekends.
- E. The Superintendent may attend those county, regional and State meetings that are necessary for him to keep informed of current matters affecting the Board.
- F. The Superintendent shall have the right to contact the Board's attorney for legal assistance as the need arises in carrying out his duties.

#### 4. COMPENSATION

- A. Salary and Salary Increases: In light of the adoption of P.L.2019, c.169 on July 19, 2019 which abolished the superintendent salary caps in the State of New Jersey, the Board shall pay the Superintendent an annual salary of \$235,000 for the 2020-21 school year. The Superintendent shall not be eligible for merit bonuses during the term of this Contract. The Superintendent shall receive a two percent (2%) increase in his salary on each July 1st during each subsequent year of this Employment Contract, commencing on July 1, 2021. Pension contributions shall be withheld from the total salary amount in accordance with TPAF regulations. This annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other administrative staff.
- B. No Reduction in Compensation: During the term of this Contract, the Superintendent shall not be reduced in compensation except in accordance with N.J.S.A. 18A:17-20.2.
- C. Salary Reduction Annuity: The Superintendent shall have the right at any time 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.

## **5. VACATION**

- A. The Superintendent shall be granted twenty-four (24) vacation days annually, all of which shall be available to the Superintendent on July 1<sup>st</sup> of each year, but shall be considered earned on a monthly pro-rata basis. School vacations and holidays between September and June constitute time off for the Superintendent for which he shall not be required to use his vacation days. However, the Superintendent understands that he may be required to report to work should there be a health, safety or other emergent issue affecting the District. The Superintendent may carry over up to fifteen (15) vacation days from one year to the next if he is precluded from using those days due to business demands. Except upon separation from employment, those days must be utilized by June 30 of the next school year or are forfeited. There shall be no payment for unused vacation days upon separation from employment.
- B. The Superintendent shall be permitted to take vacation days upon prior notice and approval by the Board President or designee during the school year. Such approval shall not be unreasonably withheld and shall not result in the Superintendent forfeiting vacation days during any year of this contract. During summer recess, the Superintendent shall use discretion and notify the Board President of the vacation schedule. The Superintendent shall be responsible for notifying the Business Administrator, Board Secretary, and payroll office of his attendance via the AESOP attendance system in advance of the time off, as set forth herein, or immediately upon his return to the District in the event of an unplanned absence, each time any leave is taken. The Superintendent and Board President shall periodically review the Superintendent's attendance record to assure correctness.

## **6. HOLIDAYS**

The Superintendent shall be entitled to the same holidays and days off as other administrative personnel in the District.

## **7. SICK LEAVE**

- A. The Superintendent shall be allowed twelve (12) days sick leave annually. The unused portion of such leave, at the end of each school year, shall be cumulative.
- B. Upon commencement of employment in the District, the Superintendent was given a bank of fifty (50) sick days to be utilized in the event of illness. These days shall diminish as days earned in the district are accumulated. The Superintendent shall not be paid for any unused sick days upon separation from employment and retirement with the Teacher Pension and Annuity Fund (TPAF).

## **8. PERSONAL & FAMILY ILLNESS LEAVE**

The Superintendent shall be entitled to five (5) 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 with the prior notification to the Board President. Personal day usage shall be reflected on time-off records filed with the Board Secretary. Personal days must be utilized in the year that they are granted or shall be forfeited. In addition to the leave rights the Superintendent may have under federal and/or state law, the Superintendent shall be permitted to take leave, without loss of pay, for up to three (3) days per school year to care for an immediate family member suffering for a serious illness, injury, and/or chronic condition.

**9. BEREAVEMENT LEAVE**

The Superintendent shall be granted five (5) bereavement days of absence, per incident, for the death of an immediate family member or relative.

**10. HEALTH INSURANCE**

- A. The Board shall provide, as part of the Superintendent's compensation, full family health, dental and prescription benefits which are the same as those provided to the other certificated staff. The Superintendent shall be responsible for all co-pays and deductibles. The Superintendent shall contribute 1.5% of his annual salary towards health care coverage via a payroll deduction.
- B. Said contribution will be automatically deducted from the Superintendent's salary payments in equal installments, corresponding with the payment schedule for other certified District personnel.
- 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 four thousand dollars (\$4,000.00) for waiving such coverage.
- D. The Board shall provide the Superintendent a §125 cafeteria plan in accordance with P.L. 2011, ch. 78.

**11. DISABILITY INSURANCE**

To the extent the Board does not provide group disability insurance to the staff of the District, the Board shall reimburse the Superintendent, annually in an amount up to two thousand dollars (\$2,000.00) for his payment of premiums towards a disability insurance policy. The Superintendent shall submit proof of the premiums paid prior to receiving reimbursement.

**12. MONTHLY TRAVEL ALLOWANCE**

The Board shall compensate the Superintendent two hundred dollars (\$200.00) per month for business related mileage. Said amount is a good faith estimate of the average monthly miles traveled by the Superintendent for business purposes.

**13. COMPUTER & CELLULAR TELEPHONE**

The Board shall provide the Superintendent with a MacBook Pro computer, printer, iPhone and mobile Wi-Fi hotspot for business related purposes. They shall be the property of the Board. The Board shall be responsible for all internet/data service charges, insurance, maintenance, and software updates associated with these devices. These devices shall be replaced and upgraded as necessary. Incidental personal use of the devices shall be permitted. If the superintendent elects to utilize his own personal cell phone instead of the Board-provided device, he shall receive one hundred dollars (\$100.00) per month of cell-phone service reimbursement.

**14. PROFESSIONAL MEMBERSHIPS & PUBLICATIONS**

The Superintendent shall be entitled to membership, at the Board's expense for professional dues in the following professional associations: AASA, NJASA, MCASA, and DALI. The Superintendent may subscribe to appropriate educational and/or professional publications within the limit set in the annual budget.

#### **15. PROFESSIONAL DEVELOPMENT AND TUITION REIMBURSEMENT**

Pursuant to District Goal #5, *Recruit, Retain and Train the Highest Performing and Most Diverse Administration, Faculty, and Staff*, the Board supports the continued professional development of the Superintendent. Therefore, the Superintendent shall be entitled at the Board's expense to attend the annual NJSBA Workshop and Convention, the annual NJASA Techspo conference, attend the NJASA Spring Conference and, attend one national conference per school year that the Superintendent determines to be valuable to his continued professional growth.

During the life of this agreement, the Superintendent shall be entitled to tuition reimbursement towards the attainment of one or more graduate degrees in accordance with N.J.S.A. 18A:6-8.5. Specifically, the Superintendent shall be entitled to participate in the graduate MBA program offered by the University of Iowa. Any other graduate programs must be approved by the Board and such approval shall not be unreasonably withheld. Tuition reimbursement under this paragraph shall be capped at thirty-nine thousand dollars (\$39,000.00) during the life of this contract. Reimbursement or payment for professional development and/or graduate tuition expenses incurred shall be made in accordance with *P.L. 2007, c. 53, The School District Accountability Act*, affiliated regulations, and Board policies. Reimbursement shall occur only upon presentation of a duly executed voucher with supporting documentation. Should the Superintendent leave the employ of the Board voluntarily prior to July 1, 2025, except for death or disability, he shall reimburse the Board for all tuition reimbursement paid to him under this paragraph. The reimbursement requirement may be waived by the Board of Education at the time of its occurrence.

#### **16. INDEMNIFICATION**

The Board shall defend, hold harmless and indemnify the Superintendent in accordance with the applicable State Law.

#### **17. DISTRICT GOALS AND OBJECTIVES**

Within ninety (90) days of the execution of this Contract, or on a mutually acceptable date, 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 July 1<sup>st</sup> of each succeeding school year, or a mutually acceptable date, 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 effects heretofore described.

#### **18. EVALUATION**

The Board shall evaluate the performance of the Superintendent at least once per year, on or before June 30. It shall be the Board's responsibility to ensure completion of the annual evaluation of the Superintendent. The Superintendent's annual evaluation shall be in writing, shall include areas of commendation and recommendation, and shall provide direction as to any aspects of performance in need of improvement. Before final Board action, a copy shall be provided to the Superintendent, and the Superintendent and the Board shall meet to discuss the findings. The annual evaluation shall be

based upon the goals and objectives of the district, 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. The Superintendent shall receive a copy of any backup forms utilized in the process. 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 the first day of each school year, or on an alternate mutually acceptable date, 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.

## **19. PERSONNEL RECORDS & REPRESENTATION**

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; and, upon final approval of the Board majority, such documents identified by him shall be destroyed subject to the requirements of the Open Public Records Act and the Records Destruction Act. 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.

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.

## **20. TERMINATION OF EMPLOYMENT CONTRACT**

This Employment Contract may be terminated by:

- (a) mutual agreement of the parties; or
- (b) unilateral termination by the Superintendent upon one-hundred and twenty (120) days written notice to the Board; or
- (c) notification in writing by the Board to the Superintendent on or before July 1, 2024 of the Board's intent not to renew this Contract; or
- (d) in the event that the Superintendent's certificate is revoked or suspended, this Contract shall automatically terminate and become null and void as of the date of the revocation or loss of certification; or

(e) Tenure dismissal for unbecoming conduct, incapacity, inefficiency or other just cause in accordance with N.J.S.A. 18A:6-10 et seq.

The Superintendent shall notify the Board, in writing, of its obligations set forth in paragraph (c) on or before June 1, 2024.

**21. COMPLETE AGREEMENT**

This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties. Any modifications to this Contract must have prior approval of the Executive County Superintendent and will be subject to the notice and public hearing requirements of N.J.S.A. 18A:11-11.

**22. CONFLICTS**

In the event of any Conflict between the terms, conditions and provisions of this Contract and the provisions of the Board's policies or any permissive federal or State law, the terms of this Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law, unless otherwise prohibited by law.

**23. SAVINGS CLAUSE**

If, during the term of this Contract, it is found that a specific clause of the Contract is illegal in federal or State law, the remainder of this Contract not affected by such a ruling shall remain in force.

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

BOARD OF EDUCATION OF THE  
MT. OLIVE TOWNSHIP SCHOOL DISTRICT

\_\_\_\_\_  
Dr. Robert R. Zywicki, Superintendent

By: \_\_\_\_\_  
Anthony Giordano, Board President

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

WITNESS:

By: \_\_\_\_\_  
Lynn Jones, Board Secretary

DATED:

DATED:

BOARD APPROVED AUGUST 31, 2020