

NEPTUNE TOWNSHIP BOARD OF EDUCATION
EMPLOYMENT AGREEMENT
for
ASSISTANT SUPERINTENDENT OF SCHOOLS
July 1, 2022 through June 30, 2023

This Employment Agreement (Agreement) is made and entered into on this 30th day of June, 2022 by and between:

Neptune Township Board of Education (Board of Education)
60 Neptune Blvd
Neptune, NJ 07753

and

Matthew Gristina (Employee)

RECITALS

- A. The Board of Education has, by recorded roll call vote at its regular meeting held on June 29, 2022 appointed the Employee as the Assistant Superintendent of Schools of the Board of Education for a one year term commencing July 1, 2022 and continuing through June 30, 2023;
- B. The Employee presently possesses a valid and appropriate Certificate to act as the Assistant Superintendent of Schools in the State of New Jersey;
- C. The Employee has previously been employed by the Board of Education as its Assistant Superintendent of Schools since July 1, 2016;
- D. For the purpose of mutual understanding and in order that a harmonious relationship may exist between the Board of Education and the Employee, to the end that continuous and efficient services will be rendered by both parties for the benefit of the students and the residents of Neptune Township served by the Board of Education, the parties wish to enter into this Agreement;
- E. The form of this Agreement has been approved by the Executive County Superintendent, the Board of Education, the Superintendent of Schools employed by the Board of Education and the Employee.
- F. The Superintendent of Schools has recommended that the Board of Education approve the Employee as the Assistant Superintendent of Schools for the term set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants herein set forth, the Board of Education and the Employee do agree as follows:

1. RECITALS

The Recitals set forth above are incorporated into and made a part of this Agreement.

2. TERM

The Board of Education hereby employs the Employee and the Employee hereby accepts employment as the Assistant Superintendent of Schools of the Neptune Township School District for a term commencing on July 1, 2022 and continuing through June 30, 2023.

3. CERTIFICATION

The Employee shall, at all times during the term of this Agreement, hold a valid and appropriate Certificate to act as the Assistant Superintendent of Schools in the State of New Jersey.

4. DUTIES

The duties of the Employee shall be as generally described in the job description for the Assistant Superintendent of Schools as that job description may be modified and amended from time to time by the Board of Education. The Employee shall devote full time and attention to the position and shall faithfully perform the duties of the position in accordance with all applicable laws, regulations, policies and directives, as same may be amended from time to time by the State of New Jersey, the New Jersey State Board of Education, the Commissioner of Education, the Executive County Superintendent, the Board of Education and the Superintendent of Schools. The Employee is expected to attend to the business of the Board of Education as required for the smooth and efficient operation of the school district.

5. SALARY

The Board of Education shall pay the Employee an annual salary of \$194,440.00 per school year, *i.e.* July 1 through the following June 30th ("school year") during the term of the Agreement. The annual salary shall be paid to the Employee in accordance with the schedule of salary payments in effect for other certified employees of the Board of Education. Any adjustment in salary made during the term of this Agreement shall be in a form of an amendment to this Agreement and shall become a part of this Agreement, but it shall not be deemed that the Board of Education and the Employee have entered into a new agreement. Any amendments will be submitted to the Executive County Superintendent for review and approval.

6. SALARY DEDUCTIONS

A. The following compulsory deductions will be made from the Employee's salary: Federal Income Tax, State Income Tax, FICA, Medicare, SUI/SDI and the New Jersey Teachers' Pension and Annuity Fund.

B. The following optional deductions will be made from the Employee's salary upon written authorization of the Employee pursuant to existent policies of the Board of Education: tax sheltered annuity payments, and such other deductions as may be regularly taken by employees of the Board of Education.

7. BENEFITS

The Board of Education shall provide the Employee, as a part of Employee's compensation, with the following benefits:

A. **Vacation and Holidays.** The Employee shall be granted twenty (20) paid vacation days per school year, all of which shall be available for use on July 1st of the succeeding school year. No more than ten (10) unused vacation days may be carried from one school year into the next school year. The Employee shall be

permitted to take accrued vacation days at any time; provided, however, that the Employee shall keep the Superintendent of Schools informed of Employee's vacation schedule. The Board of Education, through its human resources office, shall be responsible for maintaining written documentation of the accrued and unused vacation days of the Employee.

At separation of employment the Employee, or the Estate of the Employee, shall be compensated for accrued and unused vacation days at the per diem rate which shall be calculated at 1/260th of the Employee's annual salary then in effect, with payment issued within thirty (30) days of such separation.

The Employee shall be entitled to take all holidays as set forth in the school district's Management Calendar.

B. **Sick Leave.** The Employee shall be allowed fifteen (15) paid days of personal sick leave per school year (pro-rated), all of which shall be available for use on July 1st of each school year. The unused portion of said sick leave shall, at the end of any school year, *i.e.* June 30th, be cumulative. The Employee shall be compensated for all accrued and unused sick days solely upon separation of employment by reason of retirement, which shall be paid at the per diem rate of 1/260th of the Employee's annual salary in effect at the time of the separation, but in no event shall the amount exceed \$15,000.00, or the maximum amount allowed by the State, whichever is less. Said payment shall be made to a 403b plan. In no event shall any such payment be made to a beneficiary or the estate of the Employee.

The Employee shall be allowed three (3) family sick days per school year (pro-rated), all of which shall be available for use on July 1st of each school year. Any such days not used by June 30th of that same school year shall expire.

C. **Medical Benefits.** The Board of Education shall provide to the Employee a medical benefits package at the tier level (Single, Parent & Child, 2 Adults, Family) appropriate to his immediate family. Said package shall consist of Medical, Prescription, Dental and Vision benefits consistent with those extended to other district employees.

The Employee shall contribute toward the cost of said medical benefits package in accordance with current state legislation with contributions paid via payroll deduction under authority of an IRS section 125 Plan.

The Employee may, if covered under a spouse's or partner's health benefits plan, forego the health insurance benefits to which he is entitled. The administrative procedures for management of the Health Insurance Waiver Program, including any alternate compensation amounts, shall be consistent with all state law and regulation, and shall be set forth in the annual Notice of Open Enrollment.

D. **Temporary Leaves of Absence.** Pursuant to *NJSA* 18A:30-7, up to four (4) paid days of annual leave of absence for personal reasons per school year will be granted to the Employee upon prior notice to the Superintendent of Schools provided in a timely manner. At the end of each school year, *i.e.* June 30th, any unused leave for personal reasons will be transferred to cumulative sick leave provided, however, that not more than fifteen (15) unused sick days may accrue from one such year to the next.

Five (5) consecutive paid school days will be allowed for absence in the case of the death of a member of the Employee's family, *i.e.* parent, brother, sister, husband, wife, child or a member of Employee's household.

E. **Reimbursements.** The Employee shall receive reimbursement for business-related travel using his personal vehicle, in accordance with applicable law and regulations, New Jersey Office of Management and Budget Circulars, and with the policies of the Board of Education.

F. **Payment to Estate.** If the Employee dies during the term of this Agreement, payment for his accumulated and unused vacation days, but not for accumulated and unused sick days, and all other amounts then due to the Employee in accordance with law shall be made to the estate of the Employee.

G. **Computer.** The Board of Education shall provide a computer to the Employee which the Employee may use for business and non-material personal purposes.

H. **Cell Phone.** The Board of Education shall provide a cell phone to the Employee which the Employee may use for business and non-material personal purposes.

8. PROFESSIONAL LIABILITY

The Board of Education agrees to defend, hold harmless and indemnify the Employee from any and all demands, claims, suits, actions and legal proceedings brought against the employee in their individual capacity or in their official capacity as agent and/or employee of the Board of Education provided the incident arose while the Employee was acting within the scope of his employment.

9. PROFESSIONAL ASSOCIATIONS

The Board of Education agrees to pay, on behalf of the Employee, one hundred (100%) percent of the membership dues to professional associations relevant to the position and job responsibilities of said Employee. Each such membership shall be expressly approved, in advance, by the Superintendent of Schools or her designee.

10. PROFESSIONAL DEVELOPMENT

The Employee shall be entitled to attend appropriate professional meetings at the local and state levels, the expenses of said attendance to be paid by the Board of Education. All reimbursements to the Employee for expenditures for travel *e.g.* training, courses and seminars, conventions and conferences, regular school district business and all costs for transportation, meals, lodging, registration for conference fees and for the travel shall be in accordance with the provisions of *NJSA 18A:11-12* and all regulations and policies of the Board of Education, adopted by the Commissioner of Education of the State of New Jersey and the State Board of Education of the State of New Jersey.

In addition to the above, Employee shall be entitled to attend the Workshop held by New Jersey School Boards Association, and the annual conference of the New Jersey Association of School Administrators as a term and condition of this Agreement with all lodging, registration and daily per diem meals and incidentals.

Prior to registration for attendance at such professional meetings and conferences, the Employee shall seek and receive permission of the Superintendent of Schools or his designee.

11. EVALUATIONS

The Superintendent of Schools shall evaluate the performance of the Employee in no event less than once a year. Such evaluations will be conducted in accordance with state law and regulation, and with board policy and regulation.

12. PERSONAL PROPERTY TAKEN FROM THE WORK SITE.

The Employee shall obtain permission from the Superintendent of Schools, or her designee, prior to removing any personal property belonging to the Board of Education from the work site, and shall sign a receipt for all such removals.

13. TERMINATION OF AGREEMENT

This Agreement may be terminated by:

- A. Mutual agreement of the parties.
- B. The Employee, upon sixty (60) days written notice to the Board of Education.
- C. The Board of Education for cause pursuant to *NJSA 18A:17-1, et seq.*
- D. The Board of Education immediately upon the loss by the Employee of certification to act as an Assistant Superintendent of Schools in the State of New Jersey.

14. CONFLICTS

In the event of any conflict between the terms, conditions and provisions of this Agreement, and the provisions of the policies of the Board of Education or any permissive state or federal law then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over the contrary provisions of the policies of the Board of Education or any such permissive law during the term of this Agreement. In all cases the employment, compensation and reimbursement of the Employee shall comply with all proscriptive state and federal law and regulation.

15. SAVINGS CLAUSE

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

16. WAIVER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING

It is further agreed that no waiver or modification of this Agreement or of any covenant, condition of limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. Any amendments will be submitted to the Executive County Superintendent for review and approval.

17. RELEASE OF PERSONNEL INFORMATION/PERSONNEL RECORDS

The Employee shall have the right, upon request, to review the contents of the Employee's personnel file and to receive copies at the Board of Education's expense of any documents contained therein. The Employee shall be entitled to have a representative accompany the Employee during such review. At least once every year, the Employee shall have the right to indicate those documents and/or other materials in the Employee's file that the Employee believes to be obsolete or otherwise inappropriate to retain; and, upon final approval of the Board of Education, such documents identified by the Employee shall be destroyed.

No material derogatory to the Employee's conduct, service, character or personality shall be placed in the personnel file of the Employee unless the Employee has had an opportunity to review the material.

The Employee shall acknowledge that the Employee has had the opportunity to review such material by affixing the Employee's signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Employee shall also have the right to submit a written answer to such material.

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

APPROVED:

NEPTUNE TOWNSHIP BOARD OF EDUCATION
BOARD PRESIDENT

By:


Chanta L. Jackson

NEPTUNE TOWNSHIP BOARD OF EDUCATION
BUSINESS ADMINISTRATOR/BOARD SECRETARY

By:


Peter J. Leonard

NEPTUNE TOWNSHIP BOARD OF EDUCATION
EMPLOYEE

By:


Matthew Gristina



State of New Jersey

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

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ANGELICA ALLEN-MCMILLAN, ED.D.
Acting Commissioner

CHARLES MULLER
Interim Executive County Superintendent

June 16, 2022

Dr. Tami Crader, Superintendent
Neptune Township School District
60 Neptune Boulevard
Neptune, NJ 07753

Dear Dr. Crader:

I have reviewed the employment contract for Matthew Gristina for the position of Assistant Superintendent, 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 one year term commencing July 1, 2022 and continuing through June 30, 2023.

This contract must now be approved by the district Board of Education. I ask that you submit a signed copy of this contract and a copy of the minutes (affixed with a raised seal) indicating the resolution approving this contract.

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

Please be reminded that the contract for this position must be submitted annually to the Executive County Superintendent for review and approval.

Sincerely,

Charles Muller

Charles Muller
Interim Executive County Superintendent
Ocean County Office of Education

cc: Peter J. Leonard, School Business Administrator/Board Secretary

CM/mw