

CONTRACT OF EMPLOYMENT

THIS CONTRACT OF EMPLOYMENT is made and entered into this 18th day of July 2022, by and between the **WARREN TOWNSHIP BOARD OF EDUCATION**, with offices located at 213 Mt. Horeb Road, Warren, New Jersey 07059 (hereinafter “the Board”)

and

WILLIAM KIMMICK, whose position is to be the Assistant Superintendent (hereinafter “Assistant Superintendent”).

WITNESSETH

THIS CONTRACT OF EMPLOYMENT replaces and supersedes all prior Contracts of Employment between the parties thereto. Signature of this Contract of Employment constitutes assent to a rescission of any and all prior Contracts of Employment as well as agreement to the terms herein.

WHEREAS, the Board and the Assistant Superintendent believe that a written Contract of Employment is necessary to specifically describe their relationship and to serve as the basis of effective communication between them; and

WHEREAS, the Board offered William Kimmick the position of Assistant Superintendent, and he has accepted the Board’s offer; and

WHEREAS, the Assistant 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; and

WHEREAS, the Board approved the terms of this Contract of Employment by a majority vote of its members at a regularly scheduled meeting on July 18, 2022 and has authorized the President of the Board to execute this Contract of Employment.

NOW, THEREFORE, the Board and the Superintendent, for the consideration herein specified, the parties agree that the following paragraphs shall constitute the terms and conditions of the Contract of Employment:

1. **TERM**

The Board hereby agrees to employ William Kimmick as the Assistant Superintendent of the Warren Township School District for the period beginning July 1, 2022 and ending at 11:59 p.m. on June 30, 2023.

2. **CERTIFICATION AND RESPONSIBILITIES**

A. Certification:

The parties acknowledge that the Assistant Superintendent possesses a certificate of eligibility, and will apply for a provisional school administrator endorsement from the New Jersey Department of Education, which is required to serve in this position. The Assistant Superintendent agrees to use his best efforts to obtain it as soon as possible and to keep the Superintendent informed of the status of the application for certification. The Board agrees to cooperate in promptly providing any information or documentation that is necessary for the Assistant Superintendent to obtain a provisional certificate as a school administrator, and further agrees to cooperate with a state-required mentor during the residency period as per state certification regulations. The parties expect the Assistant Superintendent to obtain the appropriate administrative certification and school administrator endorsement prior to the commencement of the next school year; however, proof of submission of the requisite application and supporting documents will satisfy this clause.

In the event the Assistant Superintendent's certification and/or endorsement issued by the Department of Education is revoked, this Contract of Employment is null and void as of the date of said revocation.

B. Duties:

All duties assigned to the Assistant Superintendent by the Board and Superintendent shall be appropriate to and consistent with the professional role and responsibility of the Assistant Superintendent, and shall be set by Board policy and in the Assistant Superintendent's job description which is incorporated herein by reference.

3. **PROFESSIONAL GROWTH OF ASSISTANT SUPERINTENDENT**

The Board encourages the continuing professional growth of the Assistant Superintendent through his participation in the following ways, with prior approval of the superintendent:

- A. The operations, programs and other activities conducted or sponsored by local, state, and national school administrator and/or school board associations, including but not limited to, conferences, conventions, and workshops;
- B. Seminars and courses offered by public or private educational institutions;
- C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Assistant Superintendent to perform his professional responsibilities for the Board;
- D. Visits to other institutions; and

E. Other activities promoting the professional growth of the Assistant Superintendent.

Expenses for meals, lodging, registration, and transportation for national conventions of recognized educational associations, workshops, seminars, and institutes to enhance the Assistant Superintendent's knowledge and expertise in the field of education and administration shall be paid for/reimbursed by the Board in accordance with law. The Board shall set aside \$2,500.00 per year for the Assistant Superintendent's professional development. Such payments or reimbursements, shall be made in accordance with OMB circular provisions, the general requirements of N.J.S.A. 18A:11-12, N.J.A.C. 6A:23A-7.1 et seq., Board policy, and upon prior approval of the Board. The Assistant Superintendent shall follow Board policy and applicable law in supplying the necessary documentation for reimbursement. The Assistant Superintendent shall be permitted to attend the NJASA New Superintendent's Academy at the Board's expense and the Board shall pay for all State-mandated continuing education.

In accordance with N.J.S.A. 18A:6-8.5 and N.J.S.A. 18A:6-8.6, and with prior approval of the Superintendent, the Assistant Superintendent shall be reimbursed 100% of tuition costs not to exceed the current Rutgers University, New Brunswick, tuition rate for graduate courses related to an advanced degree (doctorate) and to be conferred from a duly accredited institution of higher education as defined by N.J.A.C. 6A:9-2.1. The limit shall be no more than 15 credits per year and the Assistant Superintendent must receive a grade of "B" or better. Approval of the Superintendent must be received before the course work commences and the course must be necessary for earning the advanced degree.

4. COMPENSATION

A. Salary:

For the period July 1, 2022 through June 30, 2023, the Board shall pay the Assistant Superintendent an annual salary of \$178,214.00 (one hundred and seventy-eight thousand, two hundred and fourteen dollars) plus longevity in the amount of \$2,000 (Two thousand dollars), for a total salary of \$180,214 (one hundred eighty thousand, two hundred and fourteen dollars). The annual salary shall be paid to the Assistant Superintendent in accordance with the payroll schedule for other certified employees.

During the term of this Employment Contract, including any extension hereof, the Assistant Superintendent shall not be reduced in compensation and/or benefits except as otherwise provided by law.

If this Agreement shall be recommended for extension, and approved, the Assistant Superintendent will be eligible for an annual salary increase in accordance with the salary guide for the WTAA collective bargaining agreement. The Assistant Superintendent recognizes that annual salary increases must be recommended by the Superintendent, and approved by the Board.

5. **BENEFITS**

A. Vacation/Holidays:

The Assistant Superintendent is entitled to 24 vacation days per year. All vacation days shall be available for use on July 1 of the school year immediately following the twelve (12) month period in which they were earned. Unused vacation days are not cumulative and must be used in the year earned unless specifically authorized by the Superintendent and the Board of Education except that:

1. seven (7) days may be carried into the next year; and
2. The days must be used when school is not in session and must be used by June 30th of the next school year

The Assistant Superintendent shall receive the following paid holidays:

Independence Day	New Year's Eve Day
Labor Day	New Year's Day
Teacher Convention Days (2)	Martin Luther King Day (if the schools are closed and no workshop is scheduled)
Thanksgiving Day	President's Day
Thanksgiving Friday	Good Friday
Christmas Eve Day	Memorial Day
Christmas Day	

In the event that one of these days falls on a weekend, an alternate day shall be given as a non-work day at the discretion of the Board.

As per the District calendar, Rosh Hashanah and Yom Kippur shall be given as non-work days if they fall on weekdays when school is not in session. In the event these days fall on a weekend, no alternate day shall be given as a non-work day.

B. Personal Leave:

The Assistant Superintendent shall be entitled to a maximum of four (4) days per year for the conduct of personal affairs which cannot be handled outside of school hours. Any unused personal days shall be converted to sick days for a maximum of fifteen (15) sick days per school year.

Unused personal leave days in any year will be added to the Administrator's unused accumulated sick leave on the following basis. (1) if zero personal days have been used, two days will be so added; (2) if one personal day has been used, one day will be so added; (3) if two personal days have been used, none will be added as accumulated sick leave.

C. Bereavement Leave:

The Assistant Superintendent shall be granted up to five (5) bereavement days with pay for the purpose of attending to matters immediately following the death of an immediate family member. For purposes of this Contract of Employment "immediate family member" shall be defined as the Assistant Superintendent's current spouse, child, step child, or parent. In the case of any other family member, up to three (3) days of bereavement leave shall be granted. Unused bereavement leave at the end of each Contract of Employment year shall not be cumulative.

D. Medical and Other Benefits:

The Assistant Superintendent shall be eligible to receive medical and health care benefits as provided by the Board. The medical insurance shall be comparable to that provided by the New Jersey School Employees' Health Benefits Program ("SEHBP") Direct 15 level of coverage. The Assistant Superintendent shall be required to contribute to his health care coverage in accordance with the rates set forth in Ch. 78, P.L. 2011. The Assistant Superintendent can select a level of coverage more expensive than the Direct 15 level of coverage and pay 100% of the difference between the Direct 15 level of coverage and the more expensive plan in addition to his health benefits contribution set forth above. This contribution will be made through payroll deduction on a semi-monthly basis.

The Assistant Superintendent shall be eligible to receive full dental insurance. This protection shall be comparable to that provided to other district employees.

1. Preventive and Diagnostic - 100% UCR
2. Basic Services - 80% UCR
3. Major Services - 50% UCR
4. Orthodontics - 50% UCR; \$80 SCP max.
 - a. \$1,500 maximum UCR p.a.
 - b. \$25 deductible p.a. excluding preventative and diagnostic.

The Board shall pay up to \$500 toward employee-only dental insurance. The Assistant Superintendent will be responsible for the cost of dental insurance above \$500. The Assistant Superintendent shall contribute to dental coverage in accordance with the rates set forth in Ch. 78, P.L. 2011.

The Board shall provide the Assistant Superintendent and his eligible dependents with up to One Hundred (\$100.00) Dollars in reimbursement, every other year, for the purchase of eyeglasses or contact lenses.

Upon meeting the health benefit waiver of coverage eligibility requirements for the SEHBP, the Business Administrator shall be entitled to collect a health insurance waiver payment in lieu of receiving health benefit coverage. The waiver payment shall be equal to the lesser of 25% of the amount saved by the Board or \$5,000.

E. Sick Leave:

The Assistant Superintendent shall be granted twelve (12) sick days annually, calculated and prorated on an annualized basis, all of which shall be available to the Assistant Superintendent on July 1st. In accordance with N.J.S.A. 18A:30-3.5, the unused portion of such leave, at the end of any year, shall be cumulative.

F. Membership Fees:

The Board shall pay one hundred percent (100%) of the Assistant Superintendent's membership fees and/or charges to the following appropriate educational and/or professional organizations: The New Jersey Association of School Administrators (NJASA) and the American Association of School Administrators (AASA). Membership dues for other professional associations shall be paid by the Board at a rate not to exceed \$1,750 per year, exclusive of NJASA and AASA. The Assistant Superintendent may subscribe to appropriate and/or professional publications within the limit set in the annual budget.

G. Expense Reimbursement:

The Board shall reimburse the Assistant Superintendent \$1,200 per year for use of his personal automobile within Somerset County. The Board shall reimburse the Assistant Superintendent for expenses incurred for other travel and sustenance in the performance of the Assistant Superintendent's duties under this Contract of Employment in accordance with law. Mileage shall be paid from mileage vouchers according to "New Jersey Office of Management and Budget" rates per mile. The Assistant Superintendent shall be reimbursed for expenses pursuant to Board policy, upon prior approval of the Board, and pursuant to N.J.S.A.18A:11-12, N.J.A.C. 6A:23A-7.1 et seq. and all applicable statutes, regulations, Board Policy and rules promulgated thereunder. Expense reimbursement shall not include travel to or from the Assistant Superintendent's residence to the District.

Auto reimbursement is payable in two equal installments on or about December 15 and on or about June 15.

H. Family Illness Leave

A maximum of three (3) days per year for family illness Family illness days may be used where a personal presence is advisable because of the critical illness of (a) parent, or (b) a spouse, or (c) a child, or (d) a member of the family living in the administrator's household. Two of the three days may also be used for the illness of the administrator if the administrator has utilized all of the administrator's annual sick leave. One of the three days may only be used for family illness and is not convertible into sick leave for the administrator and is non-cumulative. The two family illness days that may be converted into sick leave for the administrator if unused at the end of the year convert into sick leave, and are accumulated from year to year. When using family illness days, an

informal explanation identifying the family member and the nature of the illness will be provided upon request.

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6. SEPARATION FROM SERVICE

A. Accumulated Unused Sick Days:

The Assistant Superintendent, upon separation from the district for reasons of retirement after fifteen (15) years of service to the Warren Township Schools, shall receive a one-time payment equal to 1/260th of his annual salary times the number of unused sick leave days at the time of retirement. This payment shall not exceed the sum of \$15,000, unless, if on June 30, 2007, the Assistant Superintendent's unused sick leave payment exceeds \$15,000, he shall be capped up to and including the amount of \$25,000. However, if the Assistant Superintendent's sick leave balance is reduced at any time during his employment, and the calculation is reduced from the \$25,000, it shall be permanently reduced.

B. Unused Vacation Days:

Upon the Assistant Superintendent's separation from employment with the District or retirement from employment with the District, in accordance with N.J.S.A. 18A:30-9, the Board will pay all unused vacation days earned that year at the rate of 1/260th of the Assistant Superintendent's current salary. If the Assistant Superintendent dies before his Contract of Employment year is completed, payment for any unused vacation days due to the Assistant Superintendent shall be made to his estate in accordance with law.

7. EVALUATION

The Superintendent shall establish procedures that will guarantee a minimum of one (1) written evaluation per year for the Assistant Superintendent. The evaluation process shall be in accordance with New Jersey law. The Assistant Superintendent shall receive his yearly evaluation on or before June 15.

8. TENURE AND SENIORITY RIGHTS

The Board acknowledges and agrees that while the Assistant Superintendent is serving in said position, he shall continue to be credited with service time toward his tenured position as Curriculum Director, Curriculum Coordinator, and/or Principal.

9. RENEWAL/EXTENSION OF CONTRACT OF EMPLOYMENT

Any renewal/extension of this Contract of Employment shall be by mutual agreement of the parties and must be set forth in a written agreement signed by the parties.

10. **TERMINATION OF CONTRACT OF EMPLOYMENT**

A. This Contract of Employment may be terminated by:

- i. Mutual agreement of the parties;
- ii. Unilateral termination by the Assistant Superintendent upon sixty (60) calendar days written notice to the Board;
- iii. The Superintendent shall notify the Assistant Superintendent, in writing, on or before May 15, 2023 whether his employment in the position shall be continued for the next succeeding school year.

B. In the event the Assistant 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 him 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, unless the Board certifies contractual tenure charges.

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

11 **COMPLETE AGREEMENT**

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

12. **CONFLICTS**

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

13. **SAVINGS CLAUSE**

If during the term of this Contract of Employment, it is found that a specific clause of the Contract of Employment is contrary to federal or state law, or by any agency of competent jurisdiction, the remainder of the Contract of Employment not affected by such a ruling shall remain in force.


IN WITNESS WHEREOF, the parties set their hands and seals to this Contract of Employment effective on the day and year first above written.




Witness:



WILLIAM KIMMICK
Assistant Superintendent



Witness:



David Brezee
President
WARREN TOWNSHIP
BOARD OF EDUCATION