

CONTRACT OF EMPLOYMENT

THIS CONTRACT OF EMPLOYMENT is made and entered into this day of October 28, 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

MATTHEW MINGLE, whose position is to be the Superintendent of Schools (hereinafter “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 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 Matthew Mingle the position of Superintendent, and he has accepted the Board’s offer; and

WHEREAS, the 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 Executive County Superintendent has reviewed and approved, according to standards adopted by the Commissioner of Education, this Contract of Employment pursuant to N.J.S.A. 18A:7-8(j); 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 October 28, 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 Matthew Mingle as the Superintendent of the Warren Township School District for the period beginning July 1, 2022 through June 30, 2027.

2. **CERTIFICATION AND RESPONSIBILITIES**

A. Certification:

The Superintendent shall maintain a current and valid Administrative Certification and School Administrator endorsement issued by the New Jersey Department of Education for the position of Superintendent. In the event the 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.

The Superintendent further agrees to comply with all other legal requirements respecting the employment of a Superintendent.

B. Duties:

The Superintendent shall have general supervision over the schools and all attendant powers and duties as set forth by law. The Superintendent shall:

a. faithfully perform the duties of the Superintendent of Schools for the Board and serve as the chief school administrator and executive in accordance with the laws of the State of New Jersey, rules and regulations adopted by the State Board of Education, and policies which are adopted from time to time by the Board. The specific job description adopted by the Board, applicable to the position of Superintendent of Schools, is incorporated into this Contract of Employment and shall be followed by the Superintendent.

b. devote his full time, skills, labor and attention to this employment during the terms of this Contract of Employment, provided that the Superintendent may, with prior notice to and approval of the Board (which shall not be unreasonably withheld) undertake consultative work, speaking engagements, writing, teaching, lecturing, or other professional duties and obligations which do not interfere with his full-time responsibilities as Superintendent.

c. carry out the administration of instruction and business affairs of the district, with the assistance of staff, in accordance with the responsibilities as outlined above and more particularly in the job description.

d. recommend the selection, placement, appointment, reappointment, renewal, non-renewal, and transfer of personnel, subject to the approval of the Board in accordance

with the responsibilities as outlined above, and subject to applicable Board policies and directives. The Board shall not withhold its approval of any such recommendation for arbitrary or capricious reasons, all in accordance with *N.J.S.A. 18A:27-4.1*; to non-renew personnel pursuant to *N.J.S.A. 18A:27-4.1*; and to provide a written statement of reasons for non-renewal upon proper request to the employee.

e. study and make recommendations with respect to all criticisms and complaints, which the Board, either by committee or collectively, shall refer to him. The Superintendent shall have the right to contact the Board's attorney for legal assistance as the need arises in carrying out his duties.

f. attend appropriate professional meetings and conferences. The expenses incurred in connection with such meetings shall be subject to the provisions herein regarding reimbursement for professional expenses incurred by the Superintendent.

g. structure his working day and organization to insure that all duties are performed and obligations met.

h. assume responsibility for the administration of the affairs of the School District, including but not limited to programs, personnel and fiscal operations, instructional programs, and all duties and responsibilities therein will be performed and discharged by the Superintendent or by staff at the Superintendent's direction.

i. 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, and the Superintendent shall attend all committee meetings thereof, and shall serve as an advisor to the Board and said committees. In the event that the Superintendent is served with a Rice notice and chooses to have the discussion which follows in closed session, at a minimum, the Superintendent shall be permitted to address the Board and bring a representative of his choosing.

j. recommend, as appropriate, regulations, rules, policies, and procedures deemed necessary for compliance with law and/or for the well being of the School District.

k. perform all duties incident to the Office of the Superintendent, as set forth in the job description, as well as other duties as may be prescribed by the Board. The Superintendent shall adhere to all applicable federal and state statutes, rules, regulations, and executive orders, as well as district policies and regulations.

The Board shall not substantially increase the duties of the Superintendent by assigning him/her the duties or responsibilities of another position or title unless the parties mutually agree upon additional compensation commensurate with such increase in duties. The additional compensation shall be reflected in an addendum to this Employment Agreement, and such addendum shall be approved by the Executive County Superintendent.

3. PROFESSIONAL GROWTH OF SUPERINTENDENT

The Board encourages the continuing professional growth of the Superintendent through his participation as he might decide, in light of his responsibilities as the Superintendent, in the following ways:

- 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 Superintendent to perform his professional responsibilities for the Board;
- D. Visits to other institutions; and
- E. Other activities promoting the professional growth of the Superintendent.

Expenses for meals, lodging, registration, and transportation for national conventions of recognized educational associations, workshops, seminars, and institutes to enhance the Superintendent's knowledge and expertise in the field of education and administration shall be paid for/reimbursed by the Board in accordance with law, in an amount, not to exceed \$5,000.00. At a minimum, the Superintendent shall be permitted to attend the ASCD Annual Conference, NJSBA Fall Workshop, the NJASA Spring Conference and TECHSPO. 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 Superintendent shall follow Board policy and applicable law in supplying the necessary documentation for reimbursement. The board shall pay for all State-mandated continuing education.

- F. In accordance with N.J.S.A. 18A:6-8.5 and N.J.S.A. 18A:6-8.6, the Superintendent shall be reimbursed 100% of tuition costs graduate courses. The Superintendent shall receive tuition reimbursement within six (6) weeks of receipt of all required documentation by the Business Office. This reimbursement shall be limited to coursework related to the Superintendent's pursuit of a Juris Doctor.

If the Superintendent leaves before the completion of the two years following the year in which the tuition was reimbursed for any voluntary reason, other than retirement, non-renewal and/or disability, the Superintendent shall be obligated to repay the Board the amount of tuition that was received by the Superintendent according to the following schedule: 100% of the tuition reimbursement received in the immediate twenty-four months preceding his last day of work.

4. **COMPENSATION**

A. Salary:

For the period July 1, 2022 through June 30, 2023, the Board shall pay the Superintendent an annual salary of \$212,242. The Superintendent shall be entitled to a 2% salary increase for each subsequent year of this employment contract, which shall be effective July 1st of each year of this employment contract. Upon successful completion of a Juris Doctor degree, the Superintendent shall be entitled to a 3% salary increase for the 2025-2026 and 2026-2027 years of this employment contract, which shall be effective July 1st of each applicable year of this employment contract. The annual salary shall be paid to the Superintendent in accordance with the payroll schedule for other certified employees.

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

5. **BENEFITS**

A. Vacation/Holidays:

The Superintendent is entitled to 24 vacation days per year all of which shall be available as of July 1st of each year. Any vacation days that are not used as of June 30th in each contract year shall carry over to the subsequent year. At no time shall the Superintendent be permitted to hold more than two years' worth of vacation days in his allotment. All days carried over must be used in the next year, or those days not taken will be forfeited.

Vacation leave not taken in a given year because of duties directly related to a state of emergency declared by the Governor may accumulate at the discretion of the board until, pursuant to a plan established by the board and the Superintendent, the leave is used or the Superintendent is compensated for that leave.

The 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 week days 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.

The Superintendent shall receive additional paid holidays per the District calendar if the schools are not in session and no workshop is scheduled.

B. Personal Leave:

The 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.

C. Bereavement Leave:

The 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 Superintendent's spouse, parent, other member of the immediate household, child, step-child, grandchild, step-grandchild, grandparent, sibling, parent-in-law, niece, or nephew. 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 Superintendent shall be eligible to receive medical and health care benefits as provided by the Board. The Superintendent shall be required to contribute towards the cost of health benefits in an amount established by P.L. 2011, Chapter 78 or P.L. 2020, Chapter 44, whichever is applicable. The premium shall be paid by the Superintendent through payroll deduction. 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 the lesser of (twenty-five percent) 25% or (Five Thousand Dollars) \$5,000 of the cost of said coverage for waiving such coverage.

The Superintendent shall be eligible to receive family dental insurance at no cost to the Superintendent through Delta Dental or the district's current provider.

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

E. Sick Leave:

The Superintendent shall be granted twelve (12) sick days annually, calculated and prorated on an annualized basis, all of which shall be available to the 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. Upon retirement, the Superintendent shall be paid for all unused accumulated sick days at the rate of 1/260 of his then current salary up to a maximum of \$15,000. Payment for unused accumulated sick days shall be made within thirty days of the date of separation.

F. Membership Fees:

The Board shall pay one hundred percent (100%) of the Superintendent's membership fees and/or charges to the following appropriate educational and/or professional organizations: The New Jersey Association of School Administrators, the American Association of School Administrators, the New Jersey Association of Supervision and Curriculum (NJASCD), the Somerset County Association of School Administrators, and the ASCD. The Superintendent may subscribe to appropriate and/or professional publications within the limit set in the annual budget. Any payment and/or reimbursement for membership fees and participation in educational and professional organizations shall not exceed \$6000 annually for the duration of the contract.

G. Electronic Equipment:

The Board shall provide the Superintendent with the use of a district-owned cell phone at the Superintendent's discretion. The Board shall provide the Superintendent with other devices critical to the successful operation of his position including access to a district-owned computer and/or laptop computer, which shall only be used for Board business.

H. Expense Reimbursement:

The Superintendent shall be paid a reasonable allowance of \$100 per month as reimbursement for use of his/her vehicle in the performance of his/her duties. There will be no additional reimbursement of mileage allowance paid, except for travel outside of Somerset County. Reimbursement for the use of a personal vehicle shall be tendered only upon proof of compliance with applicable regulations.

I. Long-Term Disability Insurance:

The Board shall reimburse the Superintendent for the cost of his long-term disability insurance and pay up to the sum of Three Thousand Dollars (\$3,000.00) annually towards the cost of the premium.

J. 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) a parent, or (b)

a spouse, or (c) a child, or (d) another person living in the Superintendent's household. Two of the three days may also be used for the illness of the Superintendent if the Superintendent has utilized all his annual sick leave. One of the three days may only be used for family illness and is not convertible into sick leave for the Superintendent and is non-cumulative. The two family illness days may be converted into sick leave, 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.

6. SEPARATION FROM SERVICE

A. Accumulated Unused Sick Days:

Upon the Superintendent's retirement from employment with the District, the Board will pay all unused, accumulated sick days earned while an employee of the Board, in accordance with law and with Article 5E above. Payment shall be calculated at the Superintendent/Principal's daily rate of pay, based upon a 260-day work year, unless otherwise permitted by law, following his last day of employment. Pursuant to N.J.S.A. 18A:30-3.5, payment shall not exceed \$15,000.

B. Unused Vacation Days:

Upon the 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, as it provides on the date of this Employment Contract, the Board will pay all unused accumulated vacation days at the rate of $1/260^{\text{th}}$ of the Superintendent's current salary.

If the Superintendent dies before his Contract of Employment year is completed, payment for any unused accumulated vacation days due to the Superintendent shall be made to his estate in accordance with law.

Payment for unused accumulated vacation days shall be made within thirty days of the date of separation.

7. EVALUATION

On or before June 30th of each Employment Contract year, the Board shall evaluate the performance of the Superintendent in accordance with statutes, regulations and Board policy relating to Superintendent evaluations. Each evaluation shall be in writing and shall represent a majority of the full membership of the full membership of the Board. A copy of the evaluation shall be provided to the Superintendent, and the Superintendent and the Board shall meet to discuss the findings. A copy of the evaluation shall be provided to the Superintendent at least 2 days before the Board and the Superintendent meet to discuss the evaluation. The Board may meet in closed session to discuss the evaluation and the Superintendent's performance where a Rice notice has been served upon the Superintendent giving notice that the Superintendent's employment will be discussed in closed session, and the Superintendent has not requested that the meeting be conducted in public. The evaluation format shall be developed and mutually approved by the Board and the Superintendent within 90 days of the effective date of this Employment Contract and on or before July 30th of each year thereafter and shall be based upon criteria adopted by the Board, the goals and objectives of the district, which shall include encouragement of student achievement, the responsibilities of the Superintendent as set forth in the job description for the position of Superintendent, the district's placement on the New Jersey Quality Single Accountability Continuum ("NJQSAC") (with respect to those District Performance Reviews ("DPRs") that are within the Superintendent's control), and such other criteria as the State Board of Education shall by regulation prescribe. The final draft of the annual evaluation shall be adopted by the Board. The Superintendent shall propose a schedule for evaluation for the next year to the Board President. The evaluation shall be completed on or before June 30th of each year. The Superintendent shall be entitled to copies of all back- up materials utilized in the process.

The final draft of the annual evaluation shall be adopted by the Board by June 30 of each year of this Contract.

Within sixty (60) days of the execution of this Employment Contract, 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, June 1 of each succeeding school year, 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 effect as heretofore described.

The parties also agree that the Board shall not hold any discussions or take any adverse action regarding the Superintendent's employment, unless the Superintendent is given written notice at least 48 hours in advance. 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.

8. **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. Any renewal/extension or modification of the Contract of Employment must be submitted to the Executive County Superintendent for review and approval.

9. **PROFESSIONAL LIABILITY**

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 the 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 in relation thereto, the Superintendent may engage his/her own legal counsel, in which event the Board shall indemnify the Superintendent for the costs of his legal defense. The Board further agrees to cover the Superintendent under the Board's liability insurance policies, including employment practices liability coverage.

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 Superintendent upon not less than ninety (90) calendar days' written notice to the Board;
 - iii. Notification in writing by the Board to the Superintendent, not less than one-hundred and fifty (150) calendar days prior to the expiration of this Contract of Employment, of the Board's intent not to renew this Contract of Employment;
 - iv. Material misrepresentation of employment history, education and professional credentials, and criminal background;
 - v. A court order or other legal impediment that prevents the Superintendent from discharging his duties;
 - vi. In the event the Superintendent's Administrative Certification and/or School Administrator endorsement is revoked, this Contract of Employment shall become null and void as of the date of revocation;
 - vii. Actions consistent with law.

- B. In the event the 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.
- D. The Superintendent shall not be dismissed or reduced in compensation during the term of this Contract, except as authorized by N.J.S.A. 18A:17-20.2.
- E. Early termination of this Contract of Employment by agreement of the parties must comply with N.J.S.A. 18A:17-20.2a (P.L. 2007 c 53). Any early termination agreement between the Board and the Superintendent wherein the payment of compensation is a condition of separation from service shall be reviewed in advance by the Commissioner of Education in accordance with the provisions of N.J.S.A. 18A:17-20.2a and N.J.A.C. 6A:23A-3.2. Any such payment may not exceed the amount permitted by N.J.A.C. 6A:23A-3.2(g).

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. Any proposed changes to this contract are subject to prior review and approval by the Executive County Superintendent.

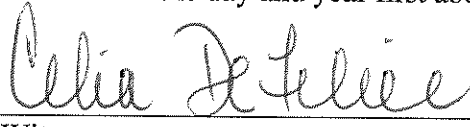
12. **CONFLICTS**

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:



MATTHEW MINGLE
Superintendent



Witness:



DAVID BREZEE
President
WARREN TOWNSHIP
BOARD OF EDUCATION