



PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

State of New Jersey
DEPARTMENT OF EDUCATION
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LAMONT O. REPOLLET, ED.D.
Commissioner

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

August 27, 2019

Ms. Karri Reyes, President
Mansfield Township Board of Education
50 Port Murray Road
Port Murray, New Jersey 07865

Dear Ms. Reyes:

I have reviewed the revised employment contract for Anthony Giordano, 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. Mr. Giordano will assume the additional position of Director of Special Education beginning with the 2019-2020 school year. 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 revised contract for a period commencing on September 1, 2018 through June 30, 2022 with a prorated, base salary of \$145,000. His salary with this additional position will be \$152,794 for 2019-2020, \$156,489 for 2020-2021, and \$160,276 for 2021-2022.

If there are any changes to the terms of this contract, you will need to submit it to the Warren 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 cursive script that reads "Rosalie S. Lamonte".

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

RSL:slg
c: Paul DeAngelo, School Business Administrator

SUPERINTENDENT

Detailed Statement of Contract Costs

District: Mansfield Twp					
Name: Anthony Giordano					
District Grade Span: PS-6			PS-6		
On Roll Students as of 10-15-18			620		
	Year 1	Year 2	Year 3	Year 4	Year 5
Contract Term:	2018-19	2019-20	2020-21	2021-22	2022-23
Salary					
Salary	\$ 145,000	\$ 147,794	\$ 151,489	\$ 155,276	\$ -
Amount for High School	\$ -	\$ -	\$ -	\$ -	\$ -
Amount for Additional Position (Principal, etc.) *Describe: Director of Special Education/CST	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Shared Service	\$ -	\$ -	\$ -	\$ -	\$ -
Salary Increase (up to 2% for successive contracts)	\$ -	\$ -	\$ -	\$ -	\$ -
Longevity	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL ANNUAL SALARY	\$ 145,000	\$ 152,794	\$ 156,489	\$ 160,276	\$ -
Additional Salary					
Quantitative Merit Goals	\$ -	\$ -	\$ -	\$ -	\$ -
Qualitative Merit Goals	\$ -	\$ -	\$ -	\$ -	\$ -
Additional Compensation - Describe: Director of Special Education	\$ -	\$ -	\$ -	\$ -	\$ -
Total Additional Salary	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL ANNUAL SALARY PLUS ADDITIONAL COMPENSATION	\$ 145,000	\$ 152,794	\$ 156,489	\$ 160,276	\$ -
Total Premiums for:					
Health Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
Prescription Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
Dental Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
Vision Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
Disability Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
Other Insurance - Describe:	\$ -	\$ -	\$ -	\$ -	\$ -
Waiver of Benefits	\$ 5,250	\$ 5,250	\$ 5,250	\$ 5,250	\$ -
Total Cost of Premiums	\$ 5,250	\$ 5,250	\$ 5,250	\$ 5,250	\$ -
Employee Contribution to Premiums as Per Law	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL HEALTH BENEFITS COMPENSATION	\$ 5,250	\$ 5,250	\$ 5,250	\$ 5,250	\$ -
Other Compensation					
Travel and Expense Reimbursement (Estimated Annual Cost)	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ -
Professional Development (Capped Amount or Estimated Annual Cost)	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ -
Tuition Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -
Mentoring Expenses - Describe:	\$ 2,000	\$ -	\$ -	\$ -	\$ -
National/State/County/Local/Other Dues	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ -
Subscriptions	\$ 100	\$ 100	\$ 100	\$ 100	\$ -
Board Paid Cell Phone or Reimbursement for Personal Cell Phone	\$ -	\$ -	\$ -	\$ -	\$ -
Computer for Home use, including supplies, maintenance, internet	\$ -	\$ -	\$ -	\$ -	\$ -
Other - Describe:	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OTHER COMPENSATION	\$ 6,100	\$ 4,100	\$ 4,100	\$ 4,100	\$ -
Sick and Vacation Compensation					
Max Paid for Unused Sick Leave Upon Retirement	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ -
Max Paid for Unused Vacation Leave - Retirement or Separation	\$ 5,577	\$ 17,330	\$ 17,914	\$ 18,348	\$ -
Total Sick and Vacation Compensation	\$ 20,577	\$ 32,330	\$ 32,914	\$ 33,348	\$ -
TOTAL CONTRACT COSTS	\$ 176,927	\$ 194,474	\$ 198,753	\$ 202,974	\$ -

* Must be a valid DOE Position

CONTRACT OF EMPLOYMENT

THIS EMPLOYMENT CONTRACT replaces and supersedes all prior Employment Contracts between the parties hereto and is made and entered into this 19th day of September, 2019, by and between the Mansfield Township Board of Education, with offices located at 50 Port Murray Road, Port Murray, New Jersey 07865 (hereinafter referred to as the “Board”)

AND

Anthony Giordano, whose address is 49 Crenshaw Drive, Flanders, NJ 07836, (hereinafter referred to as “the Superintendent”).

WHEREAS, the Board desires to provide the Superintendent with a written Employment Contract in order to enhance administrative stability and continuity within the schools, which the Board believes generally improves the quality of its overall educational program; and

WHEREAS, the Board and the Superintendent believe that a written Employment Contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the schools;

NOW THEREFORE, the Board and the Superintendent, for the consideration herein specified, agree as follows:

ARTICLE I EMPLOYMENT

TERM: The Board, in consideration of the promises herein contained of the Superintendent, hereby employs, and the Superintendent hereby accepts employment as Superintendent of Schools for a term commencing on September 1, 2018, and ending June 30, 2022.

COMPENSATION: The parties agree that the Superintendent’s salary during the term of the first year of this agreement shall be \$145,000 pro rated for September 1, 2018 – June 30, 2019; compensation for remaining years of contract term (July 1, 2019, to June 30, 2022) will be: 2019-20 - \$147,794; 2020-21 - \$151,489; 2021-22 - \$155,276, payable in accordance with the Board’s regular payroll schedule for all other twelve month professional staff. The parties agree that the Superintendent will receive additional salary of \$5,000.00 for the Director of Special Education beginning with the 2019-2020 school year.

Annual adjustments in salary made during the life of this Employment Contract shall be based on performance and shall become part of this Employment Contract, but it shall not be deemed that the Board and the Superintendent have entered into a new Employment Contract.

**ARTICLE II
CERTIFICATION**

The parties acknowledge that the Superintendent currently possesses a Certificate of Eligibility, and will have to be mentored to receive the appropriate New Jersey administrative certification and school administrator endorsement and that it will be maintained in full force during the entire time of this Contract.

**ARTICLE III
DUTIES**

The Superintendent shall be the chief executive and administrative officer of the board and shall have general supervision over all aspects, including the fiscal operations and instructional programs, of the district and shall arrange the administrative and supervisory staff including instruction and business affairs, which in his judgment, best serve the district. The selection, placement, transfer and dismissal of personnel, both instructional and non-instructional, shall occur only upon the recommendation of the Superintendent.

The members of the Board, individually and collectively, will refer to the Superintendent any and all criticisms, complaints and suggestions concerning the operation and management of the district called to their attention. Any such references shall be 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.

The Superintendent shall have the right to legal assistance in carrying out his duties at the expense of the Board provided that he has conformed to the Board's policies, rules and regulations, and State law. The Superintendent has the right to attend and speak at all Board meetings and committee meetings of the Board. In the case of meetings where the Board intends to discuss the Superintendent's performance or negotiation of his contract, the Superintendent's right to notice and to attend and be represented by counsel shall be governed by statute and law.

All duties assigned to the Superintendent by the Board should be appropriate to and consistent with the professional role and responsibility of the Superintendent, and shall be set by Board policy and in Job Description File Code 2131 (attached hereto and incorporated herein by reference) which may be modified by mutual agreement from time to time, consistent with the intent set forth above.

The Superintendent shall devote his time, attention and energy to the business of the school district.

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, and in accordance with the State Law, N.J.S.A. 18A: 11-12 and the OMB regulations, in the following:

- A. The operations, programs, and other activities conducted or sponsored by local, state and national school administrator and/or school board associations.
- 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.
- E. The Board shall pay all costs and fees for the Superintendent to complete state mandated mentoring.
- F. The Superintendent shall be permitted to attend the "New Superintendent's Academy" sponsored by the New Jersey Association of School Administrators at Board expense. The Board shall pay all fees and costs associated with attendance at the Academy.
- G. Other activities promoting the professional growth of the Superintendent.

ARTICLE IV
BENEFITS IN ADDITION TO SALARY

A. The Board shall provide the Superintendent with family health, dental and prescription benefits. The Board will pay the premium costs less applicable Chapter 78 contributions by Superintendent for all such coverages. If the Superintendent chooses to waive health benefits due to other coverage, he shall receive the amount of \$5,000 and \$250 to waive dental health benefits.

B. The Superintendent shall receive twelve (12) sick days annually, which days shall be prorated for the first year of this contract. Unused sick leave days shall be cumulative in accordance with the provisions of Title 18A.

C. The Superintendent shall be entitled to three (3) personal days to attend to personal business during the school day, with full pay during the work year. Personal day usage shall be reflected on time off slips filed with the Board Secretary. Personal days are non-cumulative and non-reimbursable.

D. The Superintendent shall be entitled to four (4) family illness days, five (5) days for each death in the event of death in the immediate family (spouse, parents, children and persons permanently residing in Superintendent's home), three (3) days for each death in the event of the death of a sibling, parents-in-law, siblings-in-law, grandparents, and grandparents-in-law.

E. The Superintendent shall be entitled to an annual vacation of twenty (20) working days per year, prorated for the first year of this contract, and all of which shall be available to the Superintendent on July 1 of each year.

The Superintendent shall be permitted to carry over a maximum of ten (10) unused vacation days into the following school year.

F. The Superintendent shall be entitled to an allowance at the Board's expense for professional dues for the following professional associations: NJASA, AASA and the County Administrators Association and/or other organizations deemed important by the Board. The Superintendent may hold additional memberships in other organizations as budgeted. The Superintendent also shall be entitled to reimbursement for expenses incurred for attendance at professional conferences as budgeted by the Board and similar expenses which he may incur while discharging the duties of Superintendent. It is specifically understood that in the absence of compelling circumstances requiring the presence of the Superintendent in the District, he shall be entitled to attend the Fall NJSBA Workshop and Convention and the Spring Conference of NJASA/NJSBA. All reimbursement shall be in accordance with State Law, N.J.S.A. 18A: 11-12 and the OMB Regulations.

G. The Superintendent may subscribe to appropriate educational and/or professional publications within the limit set in the annual budget.

H. The Superintendent shall be reimbursed for actual mileage when using his personal vehicle for Board business as annually established by the State law, N.J.S.A. 18A: 11-12 and the OMB Regulations.

I. Upon separation from the district for retirement only, the Board shall provide compensation to the Superintendent to a maximum of fifteen thousand dollars (\$15,000.00) for the unused accumulated sick leave days at the rate of \$25 per day.

Accumulated sick leave days are not available to be paid to the estate of the Superintendent in the event of his death during this Contract.

J. Indemnification. The Board shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings of any kind brought against the Superintendent in his capacity as an agent and/or employee of the Board. 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 own legal counsel, in which event the Board shall indemnify the Superintendent for the costs of his legal defense.

K. In the event that his contract is terminated prior to its expiration, unused vacation time (for the year of termination only) shall be paid on a pro-rated basis of 1 day accrued per month. In the event this contract is not renewed, earned but unused vacation time will be paid at the Superintendent's daily rate of pay calculated at 1/260th of the salary received during the last year of employment in the district following his last day of employment. However, at the Board's discretion, should termination or non-renewal occur, the Board reserves the right to require the Superintendent to use his full vacation entitlement.

L. Payment to Estate: If the Superintendent dies before his Employment Contract year is completed, payment for his accumulated vacation days shall be made to his estate.

ARTICLE V
BOARD GOALS AND OBJECTIVES
ANNUAL EVALUATION

A. On or prior to July 1, each year, the parties shall meet to establish the mutually agreed upon goals and objectives for the ensuing school year. Said goals and objectives shall be reduced to writing and 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 Board's goals and objectives for the next succeeding school year, in the same manner, and with the same effect, as heretofore described.

B. The Board shall evaluate the performance of the Superintendent at least once a year. Each evaluation shall be in writing, a copy shall be provided to the Superintendent and the Superintendent and the Board shall meet to discuss the findings. The evaluations 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 (attached hereto and incorporated herein by reference) and such other criteria as the State Board of Education shall by regulation prescribe. The evaluation format is attached hereto and incorporated herein by reference.

C. On or before June 30 of each year of this Employment Contract, the Board and the Superintendent shall meet in closed, executive session for the purpose of mutual evaluation of the performance by the Board of the Superintendent. The Board shall supply the Superintendent with a copy of its written evaluation of him, which shall include areas of strengths and weaknesses and which shall provide direction as to areas of performance in need of improvement.

D. In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, the specific instances of unsatisfactory performance. The evaluation shall include recommendations as to the areas of 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 Superintendent's personnel file. On or before June 1 of each year of this Employment Contract, 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.

ARTICLE VI
TERMINATION OF EMPLOYMENT CONTRACT

A. This Contract shall terminate, Superintendent's employment will cease, and no compensation shall thereafter be paid, under any one of the following circumstances:

1. Failure to possess/obtain proper certification;
2. Revocation or suspension of the Superintendent's certificate;
3. Forfeiture under N.J.S.A. 2C: 51-2;
4. Mutual agreement of the parties; or
5. Notification in writing by the Board to the Superintendent, at least four (4) months prior to the expiration of this Contract, of the Board's intent not to renew this contract;
6. Misrepresentation of employment history, educational and professional credentials, and criminal background.

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 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 may terminate this Employment Contract upon at least ninety (90) calendar days written notice to the Board, filed with the Board Secretary, of his intention to resign or retire. No further payment will be made after departure from the district.

E. The Superintendent shall not be dismissed or reduced in compensation during the term of this contract, except as authorized by paragraphs B. and C. *supra.* and N.J.S.A. 18A:17-20.2; provided, however, that the Board shall have the authority to relieve the Superintendent of the performance of his duties in accordance with N.J.S.A. 18A:27-9, so long as it continues to pay his salary and benefits for the duration of the term.

F. In the event the Board elects to terminate this contract prior to its expiration date, and to remove the Superintendent from the actual performance of his duties for a reason other than cause, the Board shall compensate the Superintendent for all salary and fringe benefits until the expiration date is reached, minus compensation from any and all other employment. It is understood that the Superintendent must make a good faith effort to find employment elsewhere as soon as possible and prior to the expiration date of the within contract. The salary received by the Superintendent in such employment shall be deducted from the payments made to the Superintendent by the Board. Insurance benefits will be adjusted to reflect coverage, if any, in the new position.

ARTICLE VII
RENEWAL – NON RENEWAL

This contract shall automatically renew for a term of four (4) calendar years, expiring June 30, 2026, unless the Board notifies the Superintendent in writing prior to March 1, 2022 as outlined in NJSA 18A:17-20.1.

**ARTICLE VIII
COMPLETE AGREEMENT**

This Employment Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned. It is understood that any modification of this contract must be approved by the Executive County Superintendent of Schools.

**ARTICLE IX
SAVINGS CLAUSE**

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

**ARTICLE X
RELEASE OF PERSONNEL INFORMATION
PERSONNEL RECORDS**

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, such documents identified by him shall be destroyed.

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.

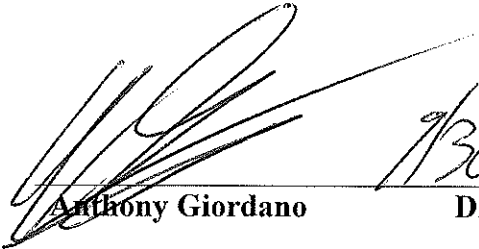
WHEREAS, this Contract has been approved by the County Superintendent of Schools, and by vote of the Members of the Mansfield Township Board of Education at its meeting held on July 19, 2019, and

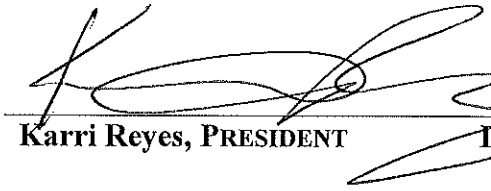
IN WITNESS WHEREOF, the parties have set their hands and seals to this Employment Contract effective on the day and year first above written.

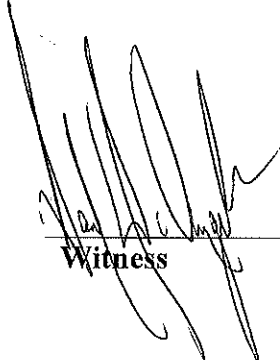
SUPERINTENDENT

THE BOARD OF EDUCATION OF

MANSFIELD TOWNSHIP


Anthony Giordano
9/30/19
DATE


Karri Reyes, PRESIDENT
9/26/19
DATE


Witness
9/26/19
DATE