



PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

State of New Jersey
DEPARTMENT OF EDUCATION
Warren County Office of Education
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ANGELICA ALLEN-MCMILLAN
Acting Commissioner

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

May 24, 2022

Mr. Paul DeAngelo
School Business Administrator
Mansfield Township Board of Education
50 Port Murray Road
Port Murray, New Jersey 07865

Dear Mr. DeAngelo:

I have reviewed the employment contract for Dr. 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. 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 period commencing on July 1, 2022 through June 30, 2026 with a base salary of \$163,481 for the 2022-2023 school year, \$166,751 for 2023-2024, \$170,086 for 2024-2025, and \$173,487 for 2025-2026.

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 blue ink that reads "Rosalie S. Lamonte".

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

RSL:slg

SUPERINTENDENT

Detailed Statement of Contract Costs

District: Mansfield Twp					
Name: Dr. Anthony Giordano					
Date BOE Authorized Submission to County Office					
District Grade Span	PS-6				
On Roll Students as of 10-15	580				
	Year 1	Year 2	Year 3	Year 4	Year 5
Contract Term:	2022-23	2023-24	2024-25	2025-26	2026-27
Salary					
Salary	\$ 163,481	\$ 166,751	\$ 170,086	\$ 173,487	\$ -
Longevity	\$ -	\$ -	\$ -	\$ -	\$ -
Shared Service	\$ -	\$ -	\$ -	\$ -	\$ -
Total Annual Salary	\$ 163,481	\$ 166,751	\$ 170,086	\$ 173,487	\$ -
Additional Salary					
Quantitative Merit Goals	\$ -	\$ -	\$ -	\$ -	\$ -
Qualitative Merit Goals	\$ -	\$ -	\$ -	\$ -	\$ -
Total Additional Salary	\$ -	\$ -	\$ -	\$ -	\$ -
Total Annual Salary plus Additional Salary	\$ 163,481	\$ 166,751	\$ 170,086	\$ 173,487	\$ -
Board Contribution for Cost of Premiums for:					
Health Insurance	\$ 7,533	\$ 7,909	\$ 8,305	\$ 8,720	\$ -
Prescription Insurance	\$ 2,372	\$ 2,490	\$ 2,615	\$ 2,746	\$ -
Dental Insurance	\$ 624	\$ 637	\$ 649	\$ 662	\$ -
Vision Insurance	\$ 96	\$ 97	\$ 99	\$ 101	\$ -
Disability Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
Long-term Care Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
Life Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
Other Insurance - Describe:	\$ -	\$ -	\$ -	\$ -	\$ -
Waiver of Benefits	\$ -	\$ -	\$ -	\$ -	\$ -
Section 125 Plan Reimbursements - Describe:	\$ -	\$ -	\$ -	\$ -	\$ -
Board Contribution for Cost of Premiums	\$ 10,624	\$ 11,134	\$ 11,668	\$ 12,229	\$ -
Employee contribution to health benefits as per law	\$ 4,741	\$ 4,978	\$ 5,227	\$ 5,488	\$ -
Total Health Benefit Compensation	\$ 5,883	\$ 6,156	\$ 6,441	\$ 6,741	\$ -
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)	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ -
Tuition Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -
Mentoring Expenses - Describe:	\$ -	\$ -	\$ -	\$ -	\$ -
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	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ -
Computer for Home use, including supplies, maintenance, internet	\$ -	\$ -	\$ -	\$ -	\$ -
Other - Describe:	\$ -	\$ -	\$ -	\$ -	\$ -
Total Other Compensation	\$ 7,300	\$ 7,300	\$ 7,300	\$ 7,300	\$ -
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	\$ -	\$ -	\$ -	\$ -	\$ -
Total Sick and Vacation Compensation	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ -
TOTAL CONTRACT COSTS	\$ 191,664	\$ 195,206	\$ 198,827	\$ 202,528	\$ -

EMPLOYMENT CONTRACT
SUPERINTENDENT OF SCHOOLS

THIS EMPLOYMENT CONTRACT is made and entered into this _____ day of _____, 2022 by and between the **MANSFIELD TOWNSHIP BOARD OF EDUCATION**, County of Warren, with offices located at 50 Port Murray Road, Port Murray, New Jersey 07865 (hereinafter referred to as the “Board”), and Dr. Anthony Giordano (hereinafter “Dr. Giordano” or “the Superintendent”).

WHEREAS, the Board and Dr. Giordano are parties to an employment contract dated July 1, 2018 and ending June 30, 2022; and

WHEREAS, the parties have agreed to renew Dr. Giordano’s contract when it expires and enter into a new four (4) year contract commencing on July 1, 2022; and

WHEREAS, the Board and Dr. Giordano wish to embody in this contract the terms and conditions of their agreement;

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

ARTICLE I

EMPLOYMENT TERM

The Board, in consideration of the promises herein contained hereby employs, and the Superintendent hereby accepts employment as Superintendent, for a term commencing July 1, 2022 and ending June 30, 2026.

ARTICLE II
CERTIFICATION

Dr. Giordano represents that he possesses the appropriate certification required to serve in the position of Superintendent of Schools in the State of New Jersey. Should his certification be revoked, this Contract will be null and void.

ARTICLE III
EMPLOYMENT RESPONSIBILITIES

In consideration of the employment, salary and fringe benefits established hereby, the parties hereby agree to the following duties, including, but not limited to:

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, and which may be amended by the Board from time to time, 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. Should the Superintendent wish to engage in any outside employment, the prior written permission of the Board is required. Such outside employment shall in no way interfere with the Superintendent's job responsibilities.

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, provided that same is in accordance with board policy, applicable law and regulation as well as the job description.

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 shall attend those county, regional and State meetings that are necessary for him to keep informed of current matters affecting the Board.

F. To assume the responsibilities for the selection, appointment, renewal, placement, removal, and transfer of personnel, subject to the approval of the Board, by recorded roll call majority vote of the full membership of the Board, 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.

G. To 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.

H. To have a seat on the Board and have 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, (except where a *Rice* notice has been served upon the Superintendent notifying him that his employment will be discussed in closed session, and the Superintendent had not requested that the meeting be conducted in public, or where the Superintendent has a conflict of interest), and all committee meetings thereof, and shall serve as advisor to the Board and said committees on all matters affecting the school district. Where the Superintendent has received a *Rice* notice and has opted to have the discussion in executive session, he

shall have the right to address the board in executive session and bring an attorney to represent him. After he has addressed the Board, he shall be excused from the executive session.

I. The Superintendent shall also perform the special services duties previously performed by Director of Special Services, for which he is properly certified, 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 special services duties, which may be amended by the Board from time to time, shall be incorporated into the job description for Superintendent and are incorporated by reference into this contract.

ARTICLE IV

COMPENSATION

A. Base Salary. For the 2022-23 school year, the Board shall pay the Superintendent an annual salary of One-hundred sixty-three thousand, four hundred and eighty-one dollars (\$163,481.00) (hereinafter referred to as the “base salary”). If the Board chooses to create the position of Director of Special Services, and Dr. Giordano no longer performs the Special Services duties, his salary shall be reduced by \$5,000.00. This base salary shall be paid to the Superintendent over the course of the year in accordance with the schedule of salary payments in effect for other administrative staff. Effective July 1, 2023 and each July 1st thereafter, the Superintendent shall receive a 2% increase in salary. The salaries for each school year are as follows:

2022-23: \$163,481

2023-24: \$166,751

2024-25: \$170,086

2025-26: \$173,487

B. Vacation Leave. The Superintendent shall be granted twenty (20) vacation days annually, all of which shall be available to the Superintendent on July 1st of each year, but shall be considered earned on a monthly pro-rata basis. Dr. Giordano shall be permitted to carryover up to ten (10) unused earned vacation

days from the 2021-22 school year into this contract. The Superintendent may carry over up to ten (10) unused vacation days from one year to the next which must be utilized by June 30 of the next school year or they will be forfeited. The Superintendent shall be permitted to take vacation days upon prior written notice to the Board President, or designee, during the school year. School vacations 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. During summer recess, the Superintendent shall use discretion and notify in writing the Board President and Business Administrator of the vacation schedule. The Board, through its Business Administrator, shall be responsible for maintaining written documentation of the Superintendent's earned, unused and accrued vacation days. There shall be no payment for unused vacation days upon separation from employment.

C. Holidays. The Superintendent shall be entitled to the same holidays as is consistent with the Administrative Office operation.

D. Sick Leave. 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. Upon retirement from a State or locally administered retirement system, the Board shall pay the Superintendent for accumulated, unused sick days at twenty-five dollars (\$25.00) per day, up to a maximum of Fifteen Thousand Dollars (\$15,000.00). Accumulated unused sick leave compensation shall not be paid to the Superintendent's estate or beneficiaries in the event of death prior to retirement.

E. Personal Leave. The Superintendent shall be granted three (3) days of absence normally for personal matters which require absence during school hours, to be used at the Superintendent's discretion upon prior oral or written notice to the Board President. Personal days not used will be lost, and are non-cumulative and non-reimbursable.

F. Bereavement Leave. The Superintendent shall be granted five (5) bereavement days of absence for the death of an immediate family member. An immediate family member is a spouse, child, parent or any person permanently residing in the Superintendent's home. The Superintendent shall be granted three (3) bereavement days for the death of a sibling, parents-in-law, siblings-in-law, grandparents and grandparents-in-law.

G. Family Illness days. The Superintendent shall be granted four (4) family illness days for an immediate family member or relative.

H. Health Insurance. The Board shall provide, as part of the Superintendent's compensation, the following health insurance and the Superintendent shall contribute to the cost at Tier 4 in accordance with Chapter 78, *P.L.* 2011.

1. Major Medical/Hospitalization. The Board shall provide the Superintendent a medical insurance program with full family coverage through the PPO plan or equivalent provided by the Board.

2. Dental Care. The Board shall provide the Superintendent a dental insurance program with full family coverage through the dental plan provided by the Board.

3. Co-pays & Deductibles. The Superintendent shall be responsible for all co-pays and deductibles.

4. Waiver. If the Superintendent waives the coverage set forth in this section, he shall receive Five Thousand Dollars (\$5,000.00) for health coverage and Two-Hundred Fifty Dollars (\$250.00) for Dental.

I. Reimbursement for Professional Dues/Subscriptions: The Board shall pay for the Superintendent's annual dues in the New Jersey Association of School Administrators, Warren County Association of School Administrators, American Association of School Administrators and any other organizations deemed important to the Board. The Superintendent may subscribe to appropriate educational

and/or professional publications within the limit set in the annual budget. The Superintendent shall follow Board policy in supplying the necessary documentation for any reimbursement.

J. Reimbursement for Professional Conferences. In the absence of compelling circumstances requiring the presence of the Superintendent in the district, the Superintendent may be permitted to annually attend the Spring N.J.A.S.A. conference and the N.J.S.B.A. conference in October. All such reasonable conference costs such as sustenance, lodging, and registration fees, shall be reimbursed subject to the provisions of N.J.S.A. 18A:11-12 and the OMB circulars and regulations. Reimbursement shall occur only upon presentation of a duly executed voucher with supporting documentation. The Superintendent shall be required to give a presentation to the Board of Education at a duly convened meeting, following each conference on any workshops, seminars, etc. he attended on how he will utilize and turnkey what he learned to benefit the District.

K. Other Professional Development. The Board shall provide the Superintendent with an allowance of Three Thousand Five Hundred (\$3500.00) during the term of this Agreement for Professional Development or other leadership opportunities which must be preapproved by the Board.

L. Cell Phone, Data and Internet Access. The Board shall reimburse the Superintendent the sum of One Thousand Two Hundred Dollars (\$1200.00) annually for the use of his cell phone and data plan as well as other internet access.

M. Indemnification and Professional Liability. The Board shall defend, hold harmless and indemnify the Superintendent in accordance with the applicable State Law. 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 out of and in the course of the performance of his duties while the Superintendent was acting within the scope of his employment and for criminal or quasi-criminal matters if the proceeding is dismissed or results in a final disposition in favor of the Superintendent. If, in the good faith opinion of the Superintendent, a conflict exists regarding 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, so long as the claim is covered by N.J.S.A. 18A:16-6 and or 6.1, the Board shall indemnify the Superintendent for the reasonable 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.

ARTICLE V

ANNUAL EVALUATION

A. District Goals and Objectives. Within sixty (60) 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 August 1st 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.

B. Evaluation. The Board shall evaluate the performance of the Superintendent at least once per year, on or before July 1. It shall be the Board's responsibility to ensure completion of the annual evaluation of the Superintendent. The Superintendent's annual evaluation shall represent a majority of the full membership of the board, and it 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. At least 2 days 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. If 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 material instances where the Board deems performance to be unsatisfactory. The Superintendent also shall have the right to respond in writing to the evaluation; this response shall also become a permanent attachment to the Superintendent's personnel file.

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

D. 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.

ARTICLE VI

RELEASE OF PERSONNEL INFORMATION

The Board acknowledges and agrees that disclosure of personnel information is governed by the Open Public Records Acts, codified at N.J.S.A. 47:1A-1, *et seq.*, Executive Order No. 11 (November 15, 1974), Executive Order No. 21 (July 8, 2002), Executive Order No. 26 (August 13, 2002), and case law interpreting

them. 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.

ARTICLE VII

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, at least one hundred and twenty (120) days prior to the expiration of this contract, of the Board's intent not to renew this contract; or
- (d) if 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 and N.J.S.A. 18A: 17-15 et seq.

The Superintendent shall notify the Board, in writing, of its obligations set forth in paragraph (c) thirty days prior to the notification obligation. This section shall in no way impair or relieve the Board of its obligation to timely notify the Superintendent in accordance with this Contract and N.J.S.A. 18A:17-15 et. seq.

ARTICLE VIII

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.

ARTICLE IX

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.

ARTICLE X

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.

ARTICLE XI

COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

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

SUPERINTENDENT

**BOARD OF EDUCATION OF THE
TOWNSHIP OF MANSFIELD**

Dr. Anthony Giordano

Krysti Mastrolacasa, Board President

Date: _____

Date: _____

WITNESS:

WITNESS:
