

PHILIP D. MURPHY
GOVERNOR

TAHESHA L. WAY
LT. GOVERNOR

STATE OF NEW JERSEY
DEPARTMENT OF EDUCATION
MORRIS COUNTY OFFICE
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ANGELICA ALLEN-McMILLAN, Ed.D.
ACTING COMMISSIONER

NANCY H. GARTENBERG, Ed.D.
EXECUTIVE COUNTY SUPERINTENDENT

September 27, 2023

Ms. Carolina Rodriguez
Board Secretary
Mine Hill Township Board of Education
42 Canfield Avenue
Mine Hill, NJ 07803

Dear Ms. Rodriguez,

I have reviewed the employment contract for Mr. Lee S. Nittel, Mine Hill Township Superintendent of Schools, in accordance with N.J.A.C. 6A: 23A-3.1. I have determined that the provisions of the contract are in compliance with the regulations. Therefore, I approve the contract for the period from July 1, 2023 through June 30, 2028.

In the event of any conflict between the terms, conditions, and provisions of this employment contract and any permissive state or federal law, the law shall take precedence over the contrary provisions.

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

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

Please submit a signed copy of the contract to my office within 10 days of its approval.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nancy H. Gartenberg'.

Nancy H. Gartenberg, Ed.D.
Executive County Superintendent

c: Lee S. Nittel, Mine Hill Township Superintendent of Schools

CONTRACT OF EMPLOYMENT

This Agreement made this ____ day of _____ 2023, between MINE HILL BOARD OF EDUCATION in Morris County (hereinafter "the Board") with offices located at 42 Canfield Avenue, Mine Hill, New Jersey 07803, and LEE NITTEL (hereinafter "the Superintendent").

PREAMBLE WITNESSETH

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

WHEREAS, the Board and Mr. Nittel are parties to an employment contract effective July 1, 2020 through June 30, 2025; and

WHEREAS, the parties have mutually agreed to rescind that contract and enter into a new five (5) year contract retroactive to July 1, 2023; and

WHEREAS, the Board and Mr. Nittel wish to embody in this contract the terms and conditions of their new agreement;

NOW, THEREFORE, in consideration of the following mutual promises and obligations, the parties agree as follows:

ARTICLE I EMPLOYMENT

The Board hereby agrees to employ Lee Nittel as Superintendent of Schools for the period of five (5) years, commencing July 1, 2023, through June 30, 2028. The parties acknowledge that this Contract must be approved by the Morris County Executive County Superintendent in accordance with applicable law and regulation.

ARTICLE II CERTIFICATION

The parties acknowledge that the Superintendent currently possesses the appropriate New Jersey administrative certification and school administrator endorsement.



If, at any time during the term of this Contract, the Superintendent's certification(s) is revoked, this Contract shall be null and void as of the date of the revocation. The Superintendent will provide official course transcripts for all earned post-secondary degrees to the Board of Education. These transcripts will be kept on file in the Board office.

ARTICLE III DUTIES

In consideration of the employment, salary and fringe benefits established hereby, the Superintendent hereby agrees to the following:

A. To perform faithfully the duties of Superintendent of Schools for the Board and to serve as the chief school administrator in accordance with the laws of the State of New Jersey, Rules and Regulations adopted by the State Board of Education, existing Board policies. The specific job description adopted by the Board, applicable to the position of Superintendent of Schools, is incorporated by reference into this Contract, (attached as Exhibit A).

B. To devote the Superintendent's full time, skills, labor, and attention to this employment during the term of this Contract; and further agrees not to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties for compensation without written permission from the Board. Should the Superintendent choose to engage in such outside activities on weekends, on his vacation time, or at other times when he is not required to be present in the district, he shall retain any honoraria paid. The Superintendent shall notify the Board President in the event he is going to be away from the district-on-district business for two (2) or more days in any week. Any time away from the district that is not for district business must be arranged in accordance with provisions in this Contract governing time off. The Board recognizes that the demands of the Superintendent's position require him to work long and irregular hours, and occasionally may require him to attend to district business outside of the district.

C. 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 to carry out his duties.



D. To assume responsibility for the administration of the affairs of the school district, including but not limited to programs, personnel, fiscal operations, and instructional programs. All duties and responsibilities therein will be performed and discharged by the Superintendent, or by staff, at the Superintendent's direction.

E. 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/her 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. In the event that the Board serves the Superintendent with a Rice notice, the Superintendent shall have the right to address the Board in closed session and bring a representative of his choosing.

F. To suggest, from time to time, regulations, rules, policies, and procedures deemed necessary for compliance with law and/or for the well-being of the school district.

G. To perform all duties incident to the Office of the Superintendent and such other duties as may be prescribed by the Board from time to time. The Superintendent shall, at all times, adhere to all applicable federal and state statutes, rules, regulations, and executive orders, as well as district policies and regulations.

ARTICLE IV SALARY AND BENEFITS

A. Any adjustment in salary made during the life of this Employment Contract shall be in the form of an amendment 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.

1. Salary. The Board shall provide the following salary as part of the Superintendent's compensation:



- a. Initial Salary. The Board shall pay the Superintendent an annual salary of One hundred sixty-nine thousand nine hundred and ninety-five dollars (\$169,995) for the 2023-24 school year. This salary shall be paid retroactively to July 1, 2023.
- b. Effective July 1, 2024, (4% increase) One hundred seventy-six thousand seven hundred and ninety-five dollars (\$176,795).
- c. Effective July 1, 2025, (3.8% increase) One hundred eighty-three thousand five hundred and thirteen dollars (\$183,513).
- d. Effective July 1, 2026, (3.5% increase) One hundred eighty-nine thousand nine hundred and thirty-six dollars (\$189,936)
- e. Effective July 1, 2027, (3.5% increase) One hundred ninety-six thousand five hundred and eighty-four dollars (\$196,584)
- f. In addition, the Superintendent's annual base salary shall be increased by Ten Thousand Dollars (\$10,000) on July 1st of the school year immediately after he earns his doctoral degree. The annual increases shall be adjusted accordingly in keeping with the stated percentage increase as listed above.

This annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees. The parties agree that future salary determinations by the Board will be subject to the approval of the Morris County Executive County Superintendent.

2. No Reduction in Salary/Compensation. 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.

B. Sick Leave. The Superintendent shall receive 12 sick days annually for use in accordance with N.J.S.A, 18A:30-1 *et seq.* Upon retirement from the State pension system, the Superintendent shall be paid for his unused accumulated sick days calculated at 1/260th of annual salary x number of unused sick days, up to a maximum of \$15,000.00. Unused sick days will only be reimbursed upon retirement, and are not payable to the employee's estate or beneficiaries should the employee die.



C. Professional Membership. The Superintendent shall be entitled to membership, at the Board's expense for professional dues in the following professional associations: New Jersey Association of School Administrators (NJASA), American Association of School Administrators (AASA,) and the Morris County Administrators Association and/or other organizations deemed important by the Superintendent and the Board. The Superintendent also shall be entitled to reimbursement for expenses incurred for attendance at professional conferences up to \$ 3,000.00, and with *P.L. 2007, c. 53, The School District Accountability Act* and affiliated regulations. (*N.J.S.A. 18A:11-12* and *N.J.A.C. 6A:23A-7, et seq.*). Such reimbursement shall comply with all applicable provisions of state and federal statutory and regulatory provisions and guidance, and with board policy. The Superintendent shall be entitled to attend the annual NJSBA/NJASA/NJASBO Workshop and Convention, the annual conference of the NJASA and TECHSPO. Reimbursement or payment for such expenses shall be made in accordance with *P.L. 2007, c. 53, The School District Accountability Act* and affiliated regulations, and Board policies.

The Board shall pay all costs and fees associated with any state-mandated continuing education.

D. Doctoral Degree. The Board will pay the full cost of expenses incurred in connection with the completion of the Superintendent's doctoral degree, up to \$3000 per contract year.

E. Communication Device. The Board will provide the Superintendent with a cellular phone of the board's selection and the board shall pay the monthly cellular phone base plan charges and business-related calls incurred by the Superintendent for Board of Education business, as well as de minimis personal use. It shall be the property of the Board. Should the Superintendent wish to purchase his own phone, in lieu of receiving a district-owned phone, the Board will reimburse him up to \$150 per month for phone usage charges.

F. Laptop Computer. The Board will provide the Superintendent with a laptop computer of the Board's selection which shall remain the property of the Board.

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

H. Health Benefits.

1. The Board shall provide the Superintendent with individual or family health benefits coverage. The Superintendent shall pay the portion of the premium costs for all such coverages set forth in Chapter 78, *P.L. 2011* (passed as Senate No. 2937) or P.L. 2020, Chapter 44 and implementing regulations. Such limitation shall in no way link this Contract with any agreement collectively negotiated with district employees. The premium shall be paid by the Superintendent through payroll.

2. 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.

I. Vacation Leave.

1. The Superintendent shall be entitled to an annual vacation of twenty (20) working days per year, prorated. All of the vacation days shall be available for the Superintendent's use on July 1 of each year of the Contract, but shall be considered earned on a monthly pro-rata basis.

2. The Superintendent shall take his vacation time after giving the Board President reasonable notice. School vacations do not constitute time off for the Superintendent; unless he uses his leave time. The Superintendent may take vacation days during the school year, upon notice to the Board President. The Superintendent is expected to attend to the business of the district as required for the smooth and efficient operation of the school district. The Superintendent shall document the use of accrued vacation days with the Board Secretary.

3. The Board encourages the Superintendent to take his full vacation allotment each year; however, not more than ten (10) vacation days may be carried over by the Superintendent from year to year. All days carried over must be used in the next year, or those days not taken will be forfeited.

4. 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.

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5. In the event that the Superintendent's Contract is terminated prior to its expiration unused vacation time shall be paid on a prorated basis of 1.7 days accrued per month. Upon separation from service, the Superintendent shall be paid for all his, earned but unused vacation time at the Superintendent's daily rate of pay, based upon a 260-day work year, immediately following his last day of employment. Unused accumulated vacation days shall be payable to the Superintendent's estate or designated beneficiary.

J. Holiday Leave. The Superintendent shall be entitled to all holidays granted to other administrators in the district: Independence Day, Labor Day, Thanksgiving Day and the day after, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, and Memorial Day.

K. Personal Leave.

1. The Superintendent shall be entitled to five (5) personal days, to attend to personal business during the school day, with full pay during the work year. Personal days may be taken during the school year with the prior notice to the Board President. As much advance notice as possible of the request to take personal time will be given. Personal day usage shall be recorded in the Frontline Absence Management System. Unused personal days shall convert to sick days provided that the Superintendent is not permitted to accumulate more than fifteen (15) sick days per school year.

2. Bereavement. Five (5) days per occurrence shall be granted for death in the immediate family. Immediate family includes spouse, child, parent, father-in-law, mother-in-law, brother, and sister.

3. Direction of the Board. If additional days are required, a written request shall be presented to the Board for consideration.

L. Mileage Reimbursement. The Superintendent shall be reimbursed for actual mileage when using his personal vehicle for Board business as annually established by the Annual Appropriations Act or the New Jersey Office of Management and Budget.



Reimbursement for the use of a personal vehicle shall be tendered only upon proof of compliance with applicable regulations.

M. Attendance Record. The Superintendent shall be responsible for recording absences in Frontline, in advance of the time off, as set forth herein, or immediately upon his return to the district in the event of an unplanned absence each time any leave is taken. The Superintendent and Board President shall periodically review the Superintendent's attendance record to ensure correctness.

N. Professional Liability. The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent in accordance with N.J.S.A. 18A:16-6; N.J.S.A. 18A:16-6.1. The Board further agrees to cover the Superintendent under the Board's liability insurance policies, including employment practices liability coverage, in the minimum amount of \$1 million.

ARTICLE V ANNUAL EVALUATION

A. The Board shall evaluate the performance of the Superintendent at least once a year in accordance with statutes, regulations and Board policy relating to Superintendent evaluation. Each annual evaluation shall be in writing and shall represent a majority 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. The evaluation copy shall be provided to the Superintendent at least two days prior to the scheduled board discussion. 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 evaluations shall be based upon the 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 NJQSAC continuum (with respect to those DPRs that are within the Superintendent's control), and such other criteria as the State Board of Education shall by regulation prescribe. In the event that 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 Superintendent shall be entitled to copies of all back-up materials utilized in the process. The evaluation shall include specific recommendations for 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 upon the Superintendent's request. On or before June 1st 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.

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

B. 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.

C. Subject to Article III G., above, 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 **TERMINATION OF EMPLOYMENT CONTRACT**

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

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- (1) failure to possess/obtain proper certification;
- (2) revocation of the Superintendent's certificate, in which case this Contract shall be null and void as of the date of revocation, as required by *N.J.S.A. 18A:17-15.1*;
- (3) forfeiture under *N.J.S.A. 2C: 51-2*;
- (4) tenure dismissal, pursuant to *N.J.S.A. 18A:17-20.2*;
- (5) mutual agreement of the parties;
- (6) notification in writing by the Board to the Superintendent, at least one-hundred and fifty (150) days prior to the expiration of this contract, of the Board's intent not to renew this contract. Superintendent shall remind the Board officers in writing of its obligations under this paragraph by no later than January 10, 2028; or
- (7) material misrepresentation of employment history, educational and professional credentials, and criminal background.

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.

ARTICLE IX **SAVINGS CLAUSE**

If, during the term of this Contract, it is found that a specific clause of the 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 the Board's expense of any documents contained therein. He shall be entitled to have a representative accompany him/her 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

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obsolete or otherwise inappropriate to retain; and, upon final approval of the Board, such documents identified by him may 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/her 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.

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

MINE HILL BOARD OF EDUCATION


DATE: 10/31/23


DATE: 10/31/23



SUPERINTENDENT

Detailed Statement of Contract Costs

District: Mine Hill Township

Name: Lee S. Nittel

District Grade Span: PreK to 6

On Roll Students as of 10-15 of the prior year: 346

	Year 1	Year 2	Year 3	Year 4	Year 5
Contract Term:	2023-24	2024-25	2025-26	2026-27	2027-28
<u>Salary</u>	4%	4%	3.80%	3.50%	3.50%
Base Salary	\$ 169,995	\$ 176,795	\$ 183,513	\$ 189,936	\$ 196,584
Shared Service		\$ -	\$ -	\$ -	\$ -
Longevity		\$ -	\$ -	\$ -	\$ -
TOTAL ANNUAL SALARY	\$ 169,995	\$ 176,795	\$ 183,513	\$ 189,936	\$ 196,584
<u>Additional Salary</u>					
Quantitative Merit Goals			\$ -	\$ -	
Qualitative Merit Goals			\$ -	\$ -	
Additional Compensation - Describe:					
Total Additional Salary	\$ -	\$ -	\$ -	\$ -	\$ -
ANNUAL SALARY PLUS ADDITIONAL COMPENSATION	\$ 169,995	\$ 176,795	\$ 183,513	\$ 189,936	\$ 196,584
<u>Total Premiums for:</u>					
Health Insurance	\$ 39,774	\$ 39,774	\$ 39,774	\$ 39,774	\$ 39,774
Prescription Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
Dental Insurance	\$ 1,697	\$ 1,697	\$ 1,697	\$ 1,697	\$ 1,697
Vision Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
Disability Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
Other Insurance - Describe:	\$ -	\$ -	\$ -	\$ -	\$ -
Waiver of Benefits	\$ -	\$ -	\$ -	\$ -	\$ -
Total Cost of Premiums	\$ 41,471	\$ 41,471	\$ 41,471	\$ 41,471	\$ 41,471
Employee Contribution to Premiums as Per Law	\$ 16,427	\$ 16,427	\$ 16,427	\$ 16,427	\$ 16,427
TOTAL HEALTH BENEFITS COMPENSATION	\$ 25,044	\$ 25,044	\$ 25,044	\$ 25,044	\$ 25,044
<u>Other Compensation</u>					
Travel and Expense Reimbursement (Estimated Annual)	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
Professional Development (Capped Amount or Estimated)	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
Tuition Reimbursement	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
Mentoring Expenses - Describe:	\$ -	\$ -	\$ -	\$ -	\$ -
National/State/County/Local/Other Dues	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
Subscriptions	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250
Board Paid Cell Phone or Reimbursement for Personal Cell Phone	\$ 450	\$ 450	\$ 450	\$ 450	\$ 450
Computer for Home use, including supplies, maintenance, Internet	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
Other - Describe:	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OTHER COMPENSATION	\$ 11,200	\$ 11,200	\$ 11,200	\$ 11,200	\$ 11,200
<u>Sick and Vacation Compensation</u>					
Max Paid for Unused Sick Leave Upon Retirement	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
Max Paid for Unused Vacation Leave - Retirement or Separation	\$ 19,615	\$ 20,399	\$ 21,175	\$ 21,916	\$ 22,683
Total Sick and Vacation Compensation	\$ 34,615	\$ 35,399	\$ 36,175	\$ 36,916	\$ 37,683
TOTAL CONTRACT COSTS	\$ 240,854	\$ 248,438	\$ 255,932	\$ 263,096	\$ 270,511

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