

CONTRACT OF EMPLOYMENT

THIS AGREEMENT, made this __17__ day of December, 2014 between the **HACKETTSTOWN BOARD OF EDUCATION** (“District” or “Board”) and **DAVID C. MANGO** (hereinafter “David C. Mango” or “Superintendent”).

WITNESSETH

WHEREAS, for the purpose of mutual understanding and in order that a harmonious relationship may exist between the District and David C. Mango to the end that continuous and efficient services will be rendered to and by both parties, for the benefit of both; and

WHEREAS, David C. Mango 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 District adopted a resolution at a public meeting held on December 17, 2014 authorizing the re-appointment of David C. Mango as Superintendent of Schools for the District and to be shared with the Great Meadows Public School District effective July 1, 2015; and

WHEREAS, on November 17, 2014, the New Jersey Commissioner of Education approved the Shared Service Agreement for the shared services of David C. Mango as Superintendent of Schools for both districts for the period of July 1, 2015 through 11:59 p.m. on June 30, 2020; and

NOW, THEREFORE, in consideration of the following mutual promises and obligations of the parties and the rendering of the services of David C. Mango, as stated

herein, the parties hereto agree as follows:

ARTICLE I – EMPLOYMENT

1. The District hereby agrees to employ David C. Mango as Superintendent of Schools for the period of July 1, 2015 through June 30, 2020.

2. a) The District shall pay the Superintendent an annual salary of one hundred sixty-seven thousand five hundred dollars (\$157,500.00 + \$10,000.00 permissible under shared service statute). In the event the salary cap regulations expire or are amended, the parties agree to meet and discuss a salary increase; any such salary increase shall be reflected in an addendum to this Employment Contract and shall be subject to the approval of the Executive County Superintendent.

b) The Superintendent may receive a merit bonus in addition to his annual base salary. This performance-based salary increase will be paid, if at all, within 30 days of June 1, 2016, and within 30 days of June 30th of each subsequent year of this Employment Contract.

The merit bonus will be based upon the Superintendent's achievement of quantitative merit criterion and/or qualitative merit criterion. The Board and Superintendent shall select three quantitative merit criteria and two qualitative merit criteria per contract year. The Executive County Superintendent shall approve or disapprove the selection of quantitative merit and/or qualitative merit criteria and the data that forms the basis of measuring the achievement of quantitative merit and/or qualitative merit criteria. For each year of this Employment Contract, the Superintendent may receive a merit bonus no greater than of 3.33% of his annual base salary for each quantitative merit criterion achieved, and/or a merit bonus no

greater than 2.5% of annual base salary for each qualitative merit criterion achieved. For every year of this Employment Contract, the merit bonus will be based on the Superintendent's annual base salary as set forth herein for the respective year. The Board shall submit a resolution to the Executive County Superintendent certifying that the quantitative merit and/or qualitative merit criterion has been satisfied for the year and shall await a confirmation of the satisfaction of that criterion from the Executive County Superintendent prior to payment of the merit bonus.

3. The aforesaid base salary shall be paid and appropriately pro-rated, in equal installments, in accordance with the policies of the District concerning the payment of certificated professional staff members.

4. Notwithstanding the foregoing, no salary increase of any kind will take effect on midnight July 1, 2020 (the final day of this Employment Contract) unless the parties have agreed to a contract extension and that extension has been approved by the Executive County Superintendent. The terms of the extension will govern all increases to take effect after July 1, 2020. Any renewal, extension, or modification of this Employment Contract shall comply with the notice provisions of P.L. 2007, c. 53, The School District Accountability Act and N.J.A.C. 6A:23A-3.1, et seq.

ARTICLE II — BENEFITS IN ADDITION TO SALARY

1. The District shall provide and pay full premium for a health care insurance plan selected by the Superintendent for himself and his family under the School Employees' Health Benefits Program or its equivalent. The coverage options may be changed if the District changes its overall health insurance coverage and/or switches to another carrier. The

Superintendent will, at the onset of his employment in the District, and as required by State law, pay to the District a contribution for the cost of health insurance pursuant to and consistent with Chapter 78, P.L. 2011.

2. The District agrees to pay full premium for a dental plan selected by the Superintendent for himself and his family under the Delta Dental program. The coverage options may be changed if the District changes its overall dental coverage and/or switches to another carrier. The Superintendent will, at the onset of his employment with the District and as required by State law, pay to the District a contribution for the cost of this dental insurance pursuant to and consistent with Chapter 78, P.L. 2011.

3. The Superintendent shall receive twelve (12) sick days annually. They shall accumulate in accordance with law, compensable upon the Superintendent's retirement at a per diem value of $1/260^{\text{th}}$ of his then-annual salary up to a maximum of \$15,000.00.

4. The Superintendent shall be entitled to twenty-five (25) earned vacation days with pay, all of which will be immediately available and which amount is exclusive of legal and school holidays. The Superintendent shall work during school recess periods (which are not holidays as set forth in paragraph 10) unless vacation days are utilized. In the event that business demands prevent the Superintendent from taking all his vacation, the Superintendent may carry over such vacation days only to the next year.

The Superintendent shall take his vacation after giving the District Board President reasonable notice, which shall not be unreasonably withheld, except if the Superintendent wishes to take more than ten continuous days, he shall give at least fourteen (14) days prior notice of his

intent to take such vacation. Said vacation shall not be taken two (2) weeks prior to the opening of school without prior approval of the Board President. In the event of an unpaid leave of absence, the Superintendent, at his option, shall be permitted to be paid during that time by using unused accumulated vacation time.

5. The District will pay for the Superintendent's dues for the following organizations:

- a) Warren County Superintendent's Association
- b) N.J. Association of School Administrators
- c) American Association of School Administrators

The Superintendent is encouraged to attend appropriate professional meetings at the local and State level.

6. The District shall provide the Superintendent with a laptop computer, which will remain the property of the District. Upon termination of employment with the District, the Superintendent shall return the computer to the District.

7. The District shall provide the Superintendent with a PDA that includes a voice and data plan. Upon termination of employment with the District, the Superintendent shall return the PDA to the District.

8. The Superintendent shall be entitled to five (5) personal days with pay a year to attend to personal business that must be conducted during school hours. Personal days may be taken during the school year with prior notice to the Board President. As much notice as possible will be given for a request for a personal day. At the end of each year unused personal days will convert to sick days, subject to N.J.S.A. 18A:30-7.

9. The Superintendent shall have the following holidays: Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Recess (2 days), Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, President's Day, Good Friday, Easter Monday, and Memorial Day. Election Day and Martin Luther King Day are only holidays given to the Superintendent when schools are closed for students and teachers.

10. The Superintendent shall be entitled to bereavement days as follows (per incident):

a) Five (5) days' leave with pay are allowed for death in the immediate family.

b) Three (3) days' leave with pay are allowed for death of grandparent, brother/sister-in-law, or other relative living in the Superintendent's household.

c) One (1) day's leave with pay is allowed for reason of death of a relative other than those specified above.

11. The District will continue to make available, at no cost to the District, TPAF contributory life insurance.

12. The Superintendent shall also be permitted up to a maximum of six (6) days of paid leave in each school year to attend to the health care needs of a family member. A family member is defined for purposes of this provision as pertaining exclusively to the Superintendent's immediate family.

ARTICLE III – DUTIES

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

1. To fully and faithfully perform the duties of Superintendent of Schools for the District, and to Great Meadows under the Shared Services Agreement, and to serve as the chief school administrator for both districts in accordance with all applicable laws, including but not limited to the Laws of the State of New Jersey, Rules and Regulations adopted by the State of New Jersey, Rules and Regulations adopted by the State Board of Education, existing district policies, including his job description with the District, as may be revised and adopted by the District in the future, and the provisions of this Agreement and the Shared Services Agreement. The specific job description adopted and/or revised by the District, applicable to the position of Superintendent of Schools, and the Shared Services Agreement are incorporated by reference into this Contract and shall be followed by David C. Mango. David C. Mango shall be the chief executive and administrative officer of the districts and shall have general supervision over all aspects including physical operations and instructional programs of the districts, and shall arrange the administrative, instructional, and supervisory staff, including business affairs, in a manner which, in his judgment and with district approval, best serves the districts.

2. To devote his full-time, skills, labor and attention to this employment during the term of this Contract; provided, that the Superintendent may, with notice to and approval of the District, engage in other outside activities. Any such activities must not interfere with his full-time responsibilities as Superintendent.

3. To carry out the administration of instruction and business affairs of the districts, with the assistance of staff, in accordance with the responsibilities as outlined above and more particularly in the job description for the position of Superintendent and the Shared Services Agreement.

4. To assume the responsibilities for the selection, placement, transfer, renewal and dismissal of personnel, subject to the approval of the districts, in accordance with the responsibilities as outlined above and permitted by law.

5. That he possesses all of the qualifications that are required by law to serve as Superintendent of Schools and agrees to maintain throughout the term of this Agreement valid and current legal credentials as may be required by and to present same to the District.

6. The members of the districts, individually and collectively, will refer to the Superintendent any and all criticisms, complaints and suggestions concerning the operation and management of the districts called to their attention. The Superintendent shall study and make recommendations with respect to such criticisms and complaints, which will be discussed by the districts' members at a scheduled meeting of the districts (which maybe conducted in closed session if an exception to public discussion applies) and where necessary, recommendations for action will be voted upon.

7. The Superintendent, in carrying out his duties, shall have the right to contact the districts' attorneys for legal assistance as needs arise.

8. The District shall not substantially increase the duties of the Superintendent by assigning him another title or position, or the duties of another title or position unless such

increase is mutually agreed upon through a written amendment to this Contract and the Shared Services Agreement.

ARTICLE IV-EVALUATION, GOALS AND OBJECTIVES

1. During the term of this Agreement, the districts shall evaluate David C. Mango no less than one (1) time per year in accordance with the Shared Services Agreement. The timing of the evaluation, the form of the evaluation instrument, procedure, etc., regarding the evaluation(s) shall be established by the districts after obtaining the input of the Superintendent in accordance with the law and more particularly the provision of N.J.A.C. 6A:32-4.3 within seventy five (75) days of David C. Mango's employment as Superintendent. Generally, the evaluation shall be based upon the goals and objectives of the districts for the year in question, the job description of the Chief School Administrator and such other criteria as the State Board of Education's regulations and/or the districts' policies provide. The districts and the Superintendent will mutually agree upon an evaluation format including, but not restricted to, goals development and objectives in accordance with the Shared Services Agreement. The Superintendent will have the right to respond to the evaluation in writing and his response shall become an attachment in his personnel file.

2. Within seventy-five (75) days of David C. Mango's employment as Superintendent, the parties shall meet to establish the districts' 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 1st of each succeeding school year, the parties will meet to establish the districts' goals and

objectives for the next succeeding school year, in the same manner and with the same effect as heretofore described.

ARTICLE V - TERMINATION AND NON-RENEWAL

1. David C. Mango has presented proof that he possesses a standard Administrator's Certification and Chief School Administrator's Endorsement. Pursuant to N.J.S.A. 18A:17-51, in the event the Superintendent's certification is permanently revoked, this Agreement shall be null and void as of the date of revocation. Likewise, if David C. Mango is precluded from performing his duties by any judgment, order or direction of any court of competent jurisdiction or the Commissioner of Education, all provisions of this Agreement shall terminate, and the Superintendent's employment shall cease.

2. In addition, the parties agree that this Agreement may be terminated in accordance with the provisions of N.J.S.A. 18A:17-20.2, N.J.S.A. 18A:17-24.2 (b), and/or N.J.A.C. 6A:23A-3.2.

3. The District may elect not to renew this Agreement for any reason by giving written notice to the Superintendent at least one year prior to the termination on or before June 30, 2020.

4. The Superintendent agrees that he shall not terminate this Agreement except upon giving the District at least one hundred and twenty (120) days prior written notice of such election to terminate. Such notice shall be sent via certified mail or via hand-delivery addressed to the District Board Secretary. The Superintendent shall be responsible for aiding and cooperating in

any transition to the extent requested by the districts in accordance with the Shared Services Agreement.

ARTICLE VI - MISCELLANEOUS TERMS

1. The parties agree that the payments made hereunder to the Superintendent may be subject to appropriate federal and state income tax withholding. The parties agree that such laws, rules and regulations shall be considered and applied as appropriate.

2. This Agreement shall be interpreted and construed in accordance with the law of New Jersey.

3. The District 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 District. 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 District in relation thereto, the Superintendent may engage his own legal counsel, in which event the District shall indemnify the Superintendent for the reasonable costs of his legal defense.

4. The parties agree that the District shall not hold any discussions regarding the Superintendent's employment, unless the Superintendent is given written notice at least 48 hours in advance, is given the opportunity to address the District in closed session, and is permitted to have a representative of his choosing speak on his behalf. In addition, the District 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.

5. The District will agree to reimburse the Superintendent for the complete cost, including transportation and attendance, of his attendance at the New Jersey School Boards Convention (annual convention in October) one national conference per calendar year for each year of this Contract. Said reimbursement must be consistent with, and not in violation of, existing State law and shall be governed by the rules and rates annually established by the New Jersey Office of Management and Budget.

6. Given the large number of schools in the districts and the geographical areas of both districts, the Superintendent shall be paid a reasonable allowance of Three Hundred dollars (\$300.00) per month as reimbursement for use of his personal vehicle in performance of his duties. There will be no additional reimbursement of mileage allowance paid, except for travel outside of New Jersey.

ARTICLE VII - 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 VIII – CONFLICTS

In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of the District's policies or any permissive state or federal law, the terms of this Agreement shall take precedence over the contrary provisions of the District's policies or any permissive law unless otherwise prohibited by law.

ARTICLE IX - SAVINGS CLAUSE

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

ARTICLE X – CONDITIONS UPON SEVERING SHARED SERVICES AGREEMENT

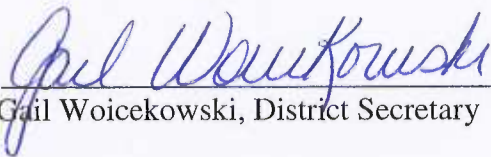
If at any time the Shared Services Agreement between Great Meadows and the Board is terminated for whatever reason and David C. Mango is no longer shared and reverts to being the superintendent of only the District, David C. Mango's vacation days with the District will reflect twenty-five (25) days per calendar year and personal days will reflect three (3) per calendar year.

In the area of salary, if in fact there is a termination to the Shared Services Agreement, David C. Mango's base annual salary will reflect the following adjustment to \$157,500.00. All merit criteria approved will be based at the salary rate for that calendar year.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals or caused these presents to be signed by their proper officers and the proper seal affixed hereto the day and year first above written.

ATTEST:

HACKETTSTOWN BOARD OF
EDUCATION

By: 
Gail Woicekowski, District Secretary


By: 
Gus Bordi, Board President

ATTEST:

By: 

WITNESS:



 12/17/14
DAVID C. MANGO