

## **CONTRACT OF EMPLOYMENT**

THIS EMPLOYMENT CONTRACT is made on this \_\_\_\_ day of \_\_\_\_\_ 2023 between **LOPATCONG TOWNSHIP BOARD OF EDUCATION** in Warren County (“the Board”) with offices located at 321 Stonehenge Drive, Phillipsburg, New Jersey 08865 and **ISRAEL MARMOLEJOS** (“Superintendent”) (the Board and the Superintendent collectively referred to as “Parties”).

### **PREAMBLE**

#### **WITNESSETH**

**WHEREAS**, the Board desires to employ the Superintendent as the Chief Education Officer of the school district; and,

**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; and,

**WHEREAS**, the Superintendent is the holder of an appropriate certificate(s) as prescribed by the State Board of Education and as required by *N.J.S.A.* 18A:17-17;

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

**ARTICLE I**

**EMPLOYMENT**

The Board, in consideration of the promises of the Superintendent herein contained, hereby agrees to employ Superintendent as Superintendent of the school district for the period of July 1, 2023 through June 30, 2026. The parties mutually acknowledge that this Contract must be approved by the Warren County Executive County Superintendent in accordance with applicable law and regulation.

**ARTICLE II**

**CERTIFICATION**

The parties acknowledge that the Superintendent possesses a certificate of eligibility, and has applied for and is in the process of obtaining, but does not currently possess, a provisional administrative certificate and school administrator endorsement from the New Jersey Department of Education, which certificate and endorsement is required in order for him to serve as Superintendent. The Superintendent agrees to use his best efforts to obtain it as soon as possible and to keep the Board President informed of the status of the application for certification. The Board agrees to cooperate in promptly providing any information or documentation that is necessary for the Superintendent to obtain a provisional certificate as a school administrator, and further agrees to cooperate with a state-required mentor during the residency period as per state certification regulations. The parties expect the Superintendent to obtain the appropriate administrative certification and school administrator endorsement prior to the commencement of the next school year; however, proof of submission of the requisite application and supporting documents will satisfy this clause.

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. Superintendent Duties.

1. To perform faithfully the duties of Superintendent of Schools for the Board in accordance with the laws of the State of New Jersey, Rules and Regulations adopted by the State Board of Education; and existing Board policies, as well as those which are adopted by the Board in the future. 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").

2. 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 notice to the Board. Should the Superintendent choose to engage in such outside activities on weekends, on his/her vacation time, or at other times when s/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 that he attend to district business outside of the district.

3. To assume the responsibilities for the selection, 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*.

4. 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.

5. 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.

6. 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.

7. 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. 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. 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.

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

#### **ARTICLE IV**

##### **SALARY AND BENEFITS**

A. Any adjustment in salary made during the life of this Employment Contract shall be in the form of a written 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 for performing the duties of Superintendent:

a. The Board shall pay the Superintendent an annual salary of ONE HUNDRED SIXTY-FOUR THOUSAND dollars (\$164,000) for the 2023-2024 school year. This annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees.

b. The Board shall increase the Superintendent's pay 2% for the 2024-2025 school year which will increase the Superintendent's annual salary to ONE HUNDRED SIXTY-SEVEN THOUSAND TWO HUNDRED AND EIGHTY dollars (\$167,280). This annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees.

c. The Board shall increase the Superintendent's pay 2% for the 2025-2026 school year which will increase the Superintendent's annual salary to ONE HUNDRED SEVENTY THOUSAND SIX HUNDRED AND TWENTY-SIX dollars (\$170,626). This annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees.

2. Notwithstanding the foregoing, no salary increase of any kind will take effect on July 1, 2026 unless the parties have agreed to a contract extension and that extension has been approved by the Warren County Executive County Superintendent. The terms of the extension will govern all increases to take effect after June 30, 2026. Any renewal, extension, or modification of this Contract shall comply with the notice provisions of *P.L.2007, c. 53, The School District Accountability Act, N.J.A.C. 6A:23A-3.1, et seq.*, and any other applicable law.

3. 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 be entitled to 12 days of paid sick leave annually. All unused sick leave days shall be cumulative in accordance with the provisions of Title 18A. Upon retirement, the Superintendent shall be paid for all , unused, accumulated sick days, other than unused sick leave bank days, at the rate per day of 1/260 times of his final annual salary. Reimbursement for sick days shall be consistent with the law in effect at the time this Contract is signed. Such payment shall not exceed \$15,000 (fifteen thousand dollars) and shall be payable only at the time of actual retirement from a state or locally administered retirement system, and shall be based on accrued but unused sick leave credited on the date of retirement. Payment for unused accumulated sick days shall be made within thirty -days of the

date of separation from service. Accumulated unused sick leave compensation shall not be paid to the Superintendent's estate or beneficiaries in the event of death prior to retirement.

C. Sick Leave Bank. The Board will provide the Superintendent with a sick leave bank of seventy-five (75) sick days. The parties agree that none of those sick days in the sick leave bank shall be available for compensation upon the Superintendent's retirement or other employment separation. The sick days available in the bank shall be reduced per school year by the number of sick days the Superintendent accrues in the ordinary course during his employment by the Board, until the bank is empty.

D. 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, American Association of School Administrators, and the Warren County Administrators Association and/or other organizations deemed important by the Superintendent and the Board. The Superintendent shall be entitled to attend the annual NJSBA Workshop and NJASA Spring Conference, and he may attend additional state or national conferences if approved by the Board. Reimbursement or payment for such expenses shall be made in accordance with all applicable provisions of state and federal statutory and regulatory provisions and guidance, and in accordance with board policy.

The Superintendent will attend the "New Jersey School Administrator Residency Program" (SARP) sponsored by the New Jersey Association of School Administrators, at Board expense. The Board shall pay all fees and costs associated with the completion of the residency program and the mentoring program as required by the SARP. The Board shall pay all costs and fees associated with any state-mandated continuing education.

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

F. Expense Reimbursement. The Board shall reimburse the Superintendent for job-related expenses as permitted by applicable law and regulations. Mileage is specifically and otherwise addressed, herein.

G. Health Benefits.

1. The Board shall provide the Superintendent with health benefits coverage. The Superintendent shall contribute towards all such coverages as set forth under Chapter 44, P.L. 2020 (passed as Senate Bill No. 3045) if such a plan is elected by the Superintendent, or as set forth in the premium contribution chart under Chapter 78, P.L. 2011 (passed as Senate No. 2937), if a Chapter 44 plan is not elected, for the duration of this agreement. Such limitation shall in no way link this Contract with any agreement collectively negotiated with district employees. The Superintendent's share of the premium shall be paid by the Superintendent through payroll deduction.

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 FIVE thousand dollars (\$5000) for waiving such coverage.

H. Vacation Leave:

1. The Superintendent shall be entitled to twenty-five (25) vacation days per year. All of the vacation days shall be available for the Superintendent's use on July 1 of each year of the Contract.

2. The Superintendent shall take vacation time after giving the Board President reasonable notice. 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.

5. In the event that the Superintendent's Contract is terminated prior to its expiration, unused vacation time shall be paid on a pro-rated basis of 2.08 days accrued per month at 1/260 of his then final salary. Upon separation from service, the Superintendent will be paid for all unused accumulated vacation time at the Superintendent's daily rate of pay, based upon a 260-day work year, within thirty days of the date of separation from service, . In the event of the death of the Superintendent payment for unused, accumulated vacation days shall be made to his estate or designated beneficiary.

J. Holiday Leave. The Superintendent shall be entitled to all holidays granted to other 12 (twelve) month employees in the district.

K. Personal Leave. The Superintendent shall be entitled to five (5) days leave of absence, with pay, which shall be non-cumulative and used during the year in such instances necessitating the employee's absence during work hours, provided, however, that an application therefore is submitted to the Board President at least one week before the taking of such leave for two (2) or more of the five (5) days. Unused personal days shall convert to sick days provided that the Superintendent is not permitted to accumulate more than 15 sick days in a contract year.

L. Mileage Reimbursement. The Superintendent shall be paid an allowance of five hundred dollars (\$500) per year as reimbursement for use of a personal vehicle in performance of his

contractual duties. There will be no additional reimbursement of mileage allowance paid. Tax treatment of this benefit shall be consistent with IRS regulations.

M. Tuition Reimbursement: The Board, in accordance with relevant law, shall reimburse Superintendent for tuition costs incurred for graduate level courses at an accredited institution of higher education in an area or discipline to be of benefit to the District and related to the Superintendent's job duties. Such coursework must culminate in a graduate degree conferred by a duly accredited institution of higher education. The Superintendent shall be reimbursed for the full amount for the course(s) taken or the applicable Rutgers University Graduate School rate, whichever is less. Reimbursement shall be made upon providing documentation of successful completion of approved coursework in which a grade of B or higher is earned. The Superintendent is responsible for submitting documentation for reimbursement within three (3) months of course completion. The amount of tuition reimbursement shall not exceed \$7,500 (seven thousand five hundred dollars) per contract year. If the Superintendent voluntarily leaves the District within two calendar years of completion of a course for which he was reimbursed, the Superintendent shall at the time of separation reimburse the Board for the full amount of the original payment.

N. Bereavement Leave. The Superintendent shall be entitled to five (5) days of leave per incident, without loss of pay, due to the death of a spouse, civil union partner, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, or other member of the immediate household.

O. Attendance Record. The Superintendent shall be responsible for recording his time-off, 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, with the Board Secretary or with the designated staff member in charge of maintaining district attendance records each time any leave is taken. The Superintendent and Board President shall periodically review the Superintendent's attendance record to assure correctness.

P. Electronic Devices. The Board shall provide the Superintendent with a cell phone and with a ChromeBook or similar device for school district business use in accordance with Board policies and procedures with respect to such devices.

Q. Professional Liability. The Board agrees in accordance with N.J.S.A. 18A:16-6 and 6.1 that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his individual capacity or in his official capacity as agent and/or employee of the Board, provided the incident, which is the subject of any such demand, claim, suit, action or legal proceeding, arose while the Superintendent was acting within the scope of employment. If, in the good faith opinion of the Superintendent, a conflict exists in regard to the defense of any claim, demand or action brought against him, and the position of the Board in relation thereto, the Superintendent may engage his own legal counsel, in which event the Board shall indemnify the Superintendent for the reasonable costs of his legal defense. The Board further agrees to include the Superintendent under the Board's liability insurance policies, including employment practices liability coverage.

## **ARTICLE V**

### **ANNUAL EVALUATION**

A. Within ninety (90) 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, along with performance objectives for the Superintendent. All such goals and objectives shall be reduced to writing and shall be among the criteria by which the Superintendent is evaluated, as hereinafter provided. Prior to August 1 of each succeeding school year, the parties will meet to establish the district's goals and objectives, along with performance objectives for the next succeeding school year, in the same manner and with the same effect as heretofore described.

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 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 may 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 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. The Superintendent shall propose a schedule for evaluation for the next year to the Board President by the annual organization meeting each year.

Within sixty (60) days of the execution of this Employment Contract, the parties shall meet to establish the district's goals and objectives for the ensuing school year. Said goals and objectives

shall be reduced to writing and shall be among the criteria by which the Superintendent is evaluated, as hereinafter provided. On, or prior to, June 1 of each succeeding school year, the parties will meet to establish the district's goals and objectives for the next succeeding school year, in the same manner and with the same effect as heretofore described.

The parties also agree that the Board shall not hold any discussions or take any adverse action regarding the Superintendent's employment, unless the Superintendent is given written notice at least 48 hours in advance. In addition, the Board shall not hold any discussions with regard to the Superintendent's performance, or that may adversely affect the Superintendent's employment, in public session, unless the Superintendent requests that such discussions be held in public session, pursuant to the Open Public Meetings Act.

## 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:

(1) failure to possess/obtain proper certification;

(2) revocation or suspension 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) mutual agreement of the parties;

(5) notification in writing by the Board to the Superintendent, at least ninety (90) calendar days prior to the expiration of this Contract, of the Board's intent not to renew this Contract (Any action by the Board to non-renew the Superintendent's employment shall be done by an affirmative vote of the majority of the Board); or

(6) material 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.

E. The Superintendent shall not be dismissed or reduced in compensation during the term of this Contract, except as authorized herein, 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. The parties understand that any early termination must comply with the provisions of *P.L. 2007, c. 53, The School District Accountability Act*.

## ARTICLE VII

### RENEWAL – NON RENEWAL

This Employment Contract shall automatically renew for a term of three (3) calendar years, unless any of the following occurs:

- A. The Board, by contract, reappoints the Superintendent for a different term allowable by law;
- B. The Board notifies, the Superintendent in writing ninety (90) days prior to the expiration of this Agreement that he will not be reappointed at the end of the current term, in which case his employment shall cease upon the expiration of this Contract; or
- C. In accordance with such laws and regulation that would require nullification of this Contract.

## **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 other prior agreements between some or all of them are hereby terminated and shall have no other force or effect. The Parties acknowledge that their respective counsel had the full opportunity for review of this Agreement. Because counsel for all Parties had a full opportunity to review this Agreement with the Parties before they signed it, the language of this Agreement shall in all cases be construed as a whole, according to its fair meaning and not strictly for or against any of the 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 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, subject to 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 XI**

**COUNTERPARTS; EXCHANGE BY ELECTRONIC MEANS**

This Agreement may be executed in counterparts, which shall be taken together as the entire agreement of the Parties hereto. This Agreement may also be exchanged by the Parties via electronic mail for the purposes of securing signatures and will be fully enforceable as an original document.

**ARTICLE XII**

**BOARD APPROVAL**

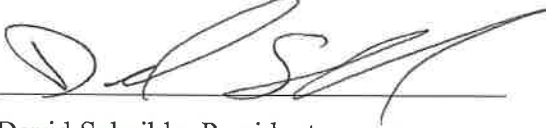
This Agreement, including the terms herein, is subject to approval of and ratification by the Board.

**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

LOPATCONG TOWNSHIP  
BOARD OF EDUCATION

  
\_\_\_\_\_  
Israel Marmolejos

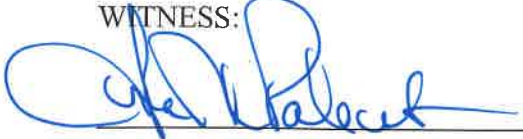
  
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David Schaible, President

Date: April 20, 2023

Date: APRIL 20, 2023

WITNESS:

WITNESS:

  
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