



STATE OF NEW JERSEY
DEPARTMENT OF EDUCATION
MORRIS COUNTY OFFICE
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GOVERNOR

LAMONT O. REPOLLET Ed.D.
COMMISSIONER

SHEILA Y. OLIVER
LT. GOVERNOR

ANGELICA ALLEN-MCMILLAN, Ed.D.
INTERIM EXECUTIVE CO
SUPERINTENDENT

April 17, 2020

Diane Morris
Board President
Mine Hill School District
42 Canfield Avenue
Mine Hill, NJ 07803

Dear Diane Morris,

I have reviewed the employment contract for Lee Nittel, Superintendent, 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, 2020 through June 30, 2025.

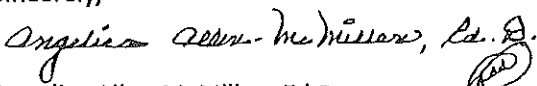
In the event of any conflict between the terms, conditions and provisions of this employment contract and any permissive state or federal law, the law shall take precedence over the contrary provisions.

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,


Angelica Allen-McMillan, Ed.D.

c: Carolina Rodriguez, School Business Administrator/Board Secretary

CONTRACT OF EMPLOYMENT

This Agreement made this 30th day of June 2020, 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 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 as prescribed by the State Board of Education and as required by *N.J.S.A. 18A:17-17*;

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, 2020 through June 30, 2025. 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 notice to 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 that s/he attend to district business outside of the district.

C. To assume the responsibilities for the selection, renewal, replacement, 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*.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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 fifty-seven thousand one hundred and ten dollars (\$157,110) for the 2020-21 school year.

b. Effective July 1, 2021, (2% increase) One hundred sixty thousand two hundred fifty-two dollars (\$160,252).

c. Effective July 1, 2022, (2% increase) One hundred sixty-three thousand four hundred fifty-seven dollars (\$163,457).

d. Effective July 1, 2023, (2.5% increase) One hundred sixty-seven thousand five hundred and forty-three dollars (\$167,543)

e. Effective July 1, 2024, (2.5% increase) One hundred seventy-one thousand seven hundred and thirty-two dollars (\$171,732)

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. Notwithstanding the foregoing, no salary increase of any kind will take effect on midnight July 1, 2025 (the final day of this Contract) unless the parties have agreed to a

contract extension and that extension has been approved by the Morris County Executive County Superintendent. The terms of the extension will govern all increases to take effect after July 1, 2025. 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* and *N.J.A. C. 6A:23A-3.1, et seq.*

4. 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. Upon retirement, the Superintendent shall be paid for his unused accumulated sick days calculated at 1/260th of annual salary x number of unused sick, 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 TECSPO. 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. 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 administrator for Board of Education business, as well as de minimis personal use. 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.

E. Laptop Computer. The Board will provide the Superintendent with a laptop computer of the Board's selection.

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

G. Health Benefits.

I. 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) 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.

H. 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.

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. 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 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.

I. 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.

J. 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 reflected on time-off slips filed with the Board Secretary. Unused personal days shall convert to sick days provided that that 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.

K. 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.

L. Attendance Record. The Superintendent shall be responsible for filing a time-off slip, 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.

M. Professional Liability. 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 while the Superintendent was acting within the scope of his 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 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, 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 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 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. The Superintendent shall propose a schedule for evaluation for the next year to the Board President by the annual organization meeting each year.

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 negative 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 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.J;

(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, on or before December 1, 2024 of the Board's intent not to renew this Contract; 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/her 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 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 by paragraphs B. and C. *supra* and *N.J.S.A. 18A:17-20.2*, provided, however, that the Board shall have the authority to relieve the Superintendent of the performance of his duties in accordance with *N.J.S.A. 18A:27-9*, so long as it continues to pay his salary and benefits for the duration of the term. 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 5 calendar years, expiring June 30, 2030, unless either 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, on or before December 1, 2024, that he will not be reappointed at the end of the current term, in which case his/her 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.

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/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 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/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
K. N. Stetel

DATE: 06/30/2020

MINE HILL BOARD OF EDUCATION
Diane L. Morris

DATE: 06/30/2020

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:	2020-21	2021-22	2022-23	2023-24	2024-25
Salary					
Base Salary	\$ 157,110	\$ 160,252	\$ 163,457	\$ 167,543	\$ 171,732
Shared Service		\$ -	\$ -	\$ -	\$ -
Longevity		\$ -	\$ -	\$ -	\$ -
TOTAL ANNUAL SALARY	\$ 157,110	\$ 160,252	\$ 163,457	\$ 167,543	\$ 171,732
Additional Salary					
Quantitative Merit Goals			\$ -	\$ -	
Qualitative Merit Goals			\$ -	\$ -	
Additional Compensation - Describe:					
Total Additional Salary	\$ -	\$ -	\$ -	\$ -	\$ -
ANNUAL SALARY PLUS ADDITIONAL COMPENSATION	\$ 157,110	\$ 160,252	\$ 163,457	\$ 167,543	\$ 171,732
Total Premiums for:					
Health Insurance	\$ 13,827	\$ 13,827	\$ 13,827	\$ 13,827	\$ 13,827
Prescription Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
Dental Insurance	\$ 530	\$ 530	\$ 530	\$ 530	\$ 530
Vision Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
Disability Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
Other Insurance - Describe:	\$ -	\$ -	\$ -	\$ -	\$ -
Waiver of Benefits	\$ -	\$ -	\$ -	\$ -	\$ -
Total Cost of Premiums	\$ 14,357	\$ 14,357	\$ 14,357	\$ 14,357	\$ 14,357
Employee Contribution to Premiums as Per Law	\$ 4,840	\$ 4,840	\$ 4,840	\$ 4,840	\$ 4,840
TOTAL HEALTH BENEFITS COMPENSATION	\$ 9,517	\$ 9,517	\$ 9,517	\$ 9,517	\$ 9,517
Other Compensation					
Travel and Expense Reimbursement (Estimated Ann	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
Professional Development (Capped Amount or Estin	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
Tuition Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -
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
Personal Cell Phone	\$ 1,800	\$ 1,800	\$ 1,800	\$ 1,800	\$ 1,800
maintenance, Internet	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
Other - Describe:	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OTHER COMPENSATION	\$ 9,550	\$ 9,550	\$ 9,550	\$ 9,550	\$ 9,550
Sick and Vacation Compensation					
Max Paid for Unused Sick Leave Upon Retirement	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
or Separation	\$ 18,128	\$ 18,491	\$ 18,860	\$ 19,332	\$ 19,815
Total Sick and Vacation Compensation	\$ 33,128	\$ 33,491	\$ 33,860	\$ 34,332	\$ 34,815
TOTAL CONTRACT COSTS	\$ 209,305	\$ 212,810	\$ 216,384	\$ 220,942	\$ 225,614

AAM

**EXTRACT FROM THE MINUTES OF A MEETING OF
The Mine Hill Township Board of Education
Mine Hill, New Jersey
AS RECORDED IN THE OFFICIAL MINUTE BOOK**

The Board of Education of the Mine Hill Township School District in the County of Morris, New Jersey convened in Public Session on June 29, 2020, via a virtual meeting.

The following members of the Board of Education present at the time of this action were:
Katie Bartnick, Karen Bruseo, Peter Bruseo, Brian Homeyer, Diane Morris, Srinivasa Rajagopal and Jennifer Waters.

On a motion by Jennifer Waters and seconded by Srinivasa Rajagopal the following resolution was adopted by the Board of Education:

16. PERSONNEL *Committee of a whole*

New Personnel employment appointments are contingent upon the required state and federal criminal history background checks in accordance with N.J.S.A. 116, P.L. 1986, and

BE IT FURTHER RESOLVED, that the Board submit to the County Superintendent, as required, applications for emergency hiring and the applicant's attestations that they have not been convicted of any disqualifying crime pursuant to the provisions of N.J.S.A.18A:6-7.1 et.seq. N.J.S.A. 18A:39-17 et.seq. or N.J.S.A. 18A:6-4.13 et.seq.

g. WHEREAS, the Board and Mr. Nittel are parties to an employment contract dated July 1, 2017 through June 30, 2022; and

WHEREAS, the parties have agreed to mutually rescind that contract and enter into a new five (5) year contract from July 1, 2020 through June 30, 2025; and

NOW, THEREFORE, BE IT RESOLVED that, with the consent of Mr. Nittel, the Board of Education hereby rescinds Mr. Nittel's current employment contract and with the approval of the Executive County Superintendent of Schools, in accordance with *N.J.A.C. 6A:23A-3.1*, the Board of Education approves a new five-year Contract of Employment for Mr. Nittel effective July 1, 2020 through June 30, 2025, at initial annual salary of \$157,110.00 with 2% salary increases in each year thereafter; and

BE IT FURTHER RESOLVED, that effective July 1, 2020, the 2020-2025 contract shall supersede and replace the 2017-2022 contract that the Board has rescinded; and

BE IT FINALLY RESOLVED, that the Board President is authorized to execute the contract on behalf of the Board.

Roll Call Vote – All Voting Yes – Motion Carried