

**2022-2023
EMPLOYMENT CONTRACT**

**ASSISTANT SUPERINTENDENT FOR STUDENT SUPPORT SERVICES
MIDDLETOWN TOWNSHIP BOARD OF EDUCATION**

THIS AGREEMENT is entered on this _____ day of _____, 2023, by and between:

THE BOARD OF EDUCATION OF THE TOWNSHIP OF MIDDLETOWN, MONMOUTH COUNTY, a body corporate and politic with a principal place of business located at 834 Leonardville Road, in the Township of Middletown, County of Monmouth and State of New Jersey (hereinafter “the Board”);

and

MATTHEW KIRKPATRICK, an individual (hereinafter “the Employee.”)

THIS AGREEMENT replaces and supersedes any and all prior terms and conditions of employment, Employment Agreements, and implied and express contracts between these parties. The parties intend and understand that signature of this Agreement constitutes agreement to each and every one of the terms set forth herein;

WHEREAS, the Board wishes to offer employment to the Employee, and the Employee wishes to accept employment by the Board as set forth herein;

NOW, THEREFORE, in consideration of the following mutual promises and obligations, the parties to this Contract agree and are agreed as follows:

1. **Qualification for Position.** As a condition of appointment and as a condition of continued employment under the terms of this Contract, employee verifies possession of a current and valid Certificate with proper endorsement or certificate of eligibility for the position. Specifically, pursuant to N.J.A.C. 6A:9-12.3(a) and N.J.A.C. 6A:9-12.4, this Assistant Superintendent of Schools position requires an Administrative Certificate with the School Administrator Endorsement or certificate of eligibility. In the event that the employee ceases to hold such professional qualifications, this Contract shall be rendered null and void as of the date of the loss or revocation of said qualifications.
2. **Term and Termination.**
 - a) This agreement shall take effect on July 1, 2022, and shall terminate at the close of business on June 30, 2023 but shall remain in place pending the negotiations, agreement and Executive County Superintendent approval of a successor agreement.

- b) This agreement may be terminated by either party upon the provision to the other party of sixty (60) days' prior written notice consistent with law, or upon the mutual agreement of the parties at any time. However, the employee is vested with tenure and seniority pursuant to N.J.S.A. 18A:28-5 and N.J.A.C. 6A:32-5.1, and reserves all applicable rights in the event of removal from this position.
3. **Work Year and Work Hours.** Employee shall work a twelve-month work year in accordance with the calendar adopted by the Board of Education. Employee shall not have assigned work hours, nor shall employee be entitled to overtime payments. As a professional, administrative employee, employee is expected to expend such time as is necessary to achieve the duties of the position as set forth in the Job Description.
4. **Sick Leave.**
- a) Employee shall be entitled to twelve (12) sick days annually, pro-rated for any partial year of employment, the unused portion of which shall accumulate.
 - b) Pursuant to N.J.S.A. 18A:30-3.6 and N.J.A.C. 6A:23A-3.1(e)(7), payment for unused sick days shall only be available upon retirement, and shall not be available upon non-retirement resignation;
 - c) Eighty dollars (\$80.00) per day to a maximum payment of fifteen thousand dollars (\$15,000.00).
5. **Personal Days.** Employee shall be entitled to three (3) personal days annually, pro-rated for any partial year of employment, the unused portion of which shall accumulate as sick days.
6. **Vacation.**
- a) Twenty-five (25) vacation days annually, pro-rated for any partial year of employment.
 - b) Employee is required to give prior notice through the district systems and provide notice to the Superintendent of Schools prior to any use of vacation time. Approval shall not be unreasonably withheld;
 - c) Unused vacation time may be carried over for a maximum of one (1) year with the permission of the Superintendent if the Employee is not able to use them;
 - d) Pursuant to N.J.S.A. 18A:30-9, payment for vacation time upon separation or retirement shall be limited to the amount of vacation time that employee has accrued. Payment shall be based upon the employee's per diem salary (annual salary divided by 260). In the event of the employee's death prior to separation from service, such unused vacation time shall be payable to the employee's estate.
7. **Death in Family.** Up to five school days shall be granted in the event of death or serious illness of the administrator's spouse, civil union partner, child, parent, grandchild, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, father-in-law, mother-in-law, and any other member of the immediate household. In the event of the death of an administrator, supervisor, teacher or student in the Middletown Township Public School District, the Superintendent shall grant an

appropriate number of administrators sufficient time off to attend the funeral. Such leave shall be continuous, not counting weekend days, and shall commence one (1) day after the date of death. Employees may also be granted one day's absence in the event of the death of a relative of the employee outside the employee's immediate family as defined herein, at the discretion of the Superintendent.

8. **Compensation.** For the 2022-2023 school year, Employee's base salary shall be one hundred eighty-eight thousand (\$188,000).
9. **Insurance.**
 - a) **Medical.** Employee and any dependents shall be provided hospital, medical-surgical and major medical benefits as the District provides to, or is otherwise available to its employees, generally. Employee is not eligible for traditional indemnity coverage, but may select any other plan available in the district, and may select family, member/spouse, member/child or single coverage.
 - b) **Dental.** Employee and any dependents shall be provided dental benefits. The aggregate benefit maximum for dental coverage paid by the Board shall be \$1,450 for 2022-2023.
 - c) **Prescription.** Employee and dependents shall be provided individual/family prescription coverage, with co-pays of \$15 for proprietary drugs, \$10 for generic drugs and \$0 for mail-order drugs unless employee selects coverage under the NJ Educators Health Plan (NJEHP), in which case coverage will comply with the NJEHP plan design.
 - d) **Employee Contribution.** Employee shall contribute to the Board's cost of benefits pursuant to the Tier IV/full implementation level of P.L. 2011, c. 78. Should employee elect coverage provided pursuant to P.L. 2020, c. 44 (NJEHP), Employee shall contribute to the cost of benefits in the amount required by P.L. 2020, c.44.
10. **Cell Phone.** Employee shall be provided with a cell phone, with e-mail capabilities, at Board expense. As a condition of receipt of said cell phone, employee is expected to be reachable as necessary and appropriate by the Superintendent and Board President for the thorough and efficient operation of the School District. Incidental personal use shall be permitted. Employees shall have the option of being reimbursed for the use of a personal smartphone in the amount of fifty dollars (\$50.00) per month instead of accepting a district cell phone. As a condition of this reimbursement, employee must a) be reasonably available at all times via the personal phone; and b) take reasonable measures to protect the confidentiality of student and staff information being transmitted to and through said phone.
11. **Reimbursement of Expenses.** Consistent with state law, the Department of Education's Accountability Regulations and OMB Circulars, the Assistant Superintendent shall be reimbursed for all documented, actual, and reasonable expenses incurred in the performance of the duties enumerated in this Contract, including, business-related activities, the purchase of supplies, meals, and lodging, upon

submission and approval of the Board of Education consistent with Board Policy and applicable regulations.

12. **Business-Related Use of Personal Automobile.** It is understood and agreed by the parties that the Assistant Superintendent's responsibilities as set forth in this Agreement will necessitate significant travel among the 16 buildings in the district, as well as to various business-related functions and obligations. Accordingly, as permitted by N.J.A.C. 6A:23A-3.1(e)(13), the Assistant Superintendent shall be paid a monthly car allowance in the amount of two hundred dollars (\$200). Such allowance shall be in lieu of any mileage reimbursement, and is subject to discussion/verification of automobile use/mileage/wear and tear on a monthly basis by the School Business Administrator.
13. **Holidays.** The Assistant Superintendent will be entitled to such days off with pay as are established in the administrative 12-month calendar, as approved by the Board.
14. **Professional Associations.** The Board agrees to pay the annual dues on behalf of the Assistant Superintendent to county, state and national professional organizations as approved by the Superintendent.
15. **Professional Development.** The Assistant Superintendent shall be entitled to attend appropriate professional meetings and workshops at the county, state and national levels. Registration, travel, meal expenses and lodging expenses shall be paid by the Board. Attendance at workshops and seminars at Board expense shall be pre-approved by the Superintendent. Employee shall also be eligible for reimbursement for tuition pursuant to N.J.S.A. 18A:6-8.5 for doctoral program in field related to assignment at the discretion of the Superintendent, payable up to the published Monmouth University tuition and fee rates for 2022-2023. If the Assistant Superintendent leaves the school district within two years following the completion of any course she shall refund the cost of tuition to the district. If the Assistant Superintendent separates employment with the district based on circumstances beyond her control, the refunding obligation may be waived at the discretion of the superintendent or designee.
16. **Evaluation.** The Assistant Superintendent will be evaluated annually by the Superintendent in accordance with Board Policy and Regulation 3223 - Evaluation of Administrators, Excluding Principals, Vice-Principals and Assistant Principals, which provides the provisions and requirements for administrator evaluations consistent with TEACHNJ and AchieveNJ.
17. **Professional Liability.** The Board agrees that it shall defend, hold harmless, and indemnify the Assistant Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Assistant Superintendent in an individual capacity or in an official capacity as agent and/or employee of the Board, provided the incident arose while the Assistant Superintendent was acting within the scope of employment; and, as such liability coverage is within the authority of the

Board to provide under state law. If, in the good faith opinion of the Assistant Superintendent, conflict exists as regards the defense to such claim between the legal position of the Assistant Superintendent and the legal position of the Board, the Assistant Superintendent may engage counsel, in which event the Board shall indemnify the Assistant Superintendent for the costs of legal defense as permitted by state law.

18. **Entire Agreement.** The parties acknowledge that the foregoing constitutes their entire agreement regarding the terms and conditions of employment. No terms are implied or imposed except as set forth herein.

In Witness Whereof, the parties to this agreement set their signatures on the date first written above.

**MIDDLETOWN TOWNSHIP
BOARD OF EDUCATION**

MATTHEW KIRKPATRICK

Frank Capone, President

Attest:

Attest:

Amy P. Doherty, Secretary