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PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

State of New Jersey
DEPARTMENT OF EDUCATION
Warren County Office of Education
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ANGELICA ALLEN-MCMILLAN
Acting Commissioner

ROSALIE S. LAMONTE, Ph.D.
Interim Executive County
Superintendent

March 20, 2023

Ms. Courtney Wenthien, President
Great Meadows Regional Board of Education
P.O. Box 74
Great Meadows, New Jersey 07838

Dear Ms. Wenthien:

I have reviewed the employment contract for Michael Mai, Superintendent of Schools / Director of Special Services in accordance with N.J.S.A. 18A:7-8(j) and to determine compliance with the standards adopted by the Commissioner of Education at N.J.A.C. 6A:23A-3.1. Based upon my review, I have determined that those provisions of the contract subject to my review are in compliance with applicable laws and regulations. Therefore, I approve the contract for a period commencing on July 1, 2023 – June 30, 2028, with a salary of \$162,262 for the 2023-2024 school year, \$165,507 for 2024-2025, \$168,817 for the 2025-2026, \$172,193 for 2026-2027 and \$177,359 for 2027-2028 school year.

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

Kindly submit a copy of the signed contract once it is executed.

Sincerely,

Rosalie S. Lamonte, Ph.D.
Interim Executive County Superintendent

RSL:NC:kmd

c: Angela Moyer, School Business Administrator
Neil Cramer, County School Business Official

SUPERINTENDENT /DIRECTOR OF SPECIAL SERVICES

Detailed Statement of Contract Costs

District: GREAT MEADOWS REGIONAL

Name: MICHAEL MAI

District Grade Span: K-8

On Roll Students as of 10-15 of the prior year : 641

	Year 1	Year 2	Year 3	Year 4	Year 5
Contract Term:	2023-24	2024-25	2025-26	2026-27	2027-28
Salary					
Base Salary - Superintendent	\$ 157,262	\$ 160,507	\$ 163,817	\$ 167,193	\$ 172,359
Base Salary - Director of Special Services	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Shared Service	\$ -	\$ -	\$ -	\$ -	\$ -
Longevity	\$ -	\$ -	\$ -	\$ -	\$ -
Annual Salary	\$ 162,262	\$ 165,507	\$ 168,817	\$ 172,193	\$ 177,359
TOTAL ANNUAL SALARY	\$ 162,262	\$ 165,507	\$ 168,817	\$ 172,193	\$ 177,359
Additional Salary					
Quantitative Merit Goals	\$ -	\$ -	\$ -	\$ -	\$ -
Qualitative Merit Goals	\$ -	\$ -	\$ -	\$ -	\$ -
Additional Compensation - Describe:					
Total Additional Salary	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL ANNUAL SALARY PLUS ADDITIONAL COMPENSATION	\$ 162,262	\$ 165,507	\$ 168,817	\$ 172,193	\$ 177,359
Total Premiums for:					
Health Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
Prescription Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
Dental Insurance	\$ 2,215	\$ 2,281	\$ 2,349	\$ 2,443	\$ 2,546
Vision Insurance	\$ 350	\$ 361	\$ 372	\$ 384	\$ 399
Disability Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
Other Insurance - Describe:	\$ -	\$ -	\$ -	\$ -	\$ -
Waiver of Benefits	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	5000
Total Cost of Premiums	\$ 7,565	\$ 7,642	\$ 7,721	\$ 7,827	\$ 7,945
Employee Contribution to Premiums as Per Law	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL HEALTH BENEFITS COMPENSATION	\$ 7,565	\$ 7,642	\$ 7,721	\$ 7,827	\$ 7,945
Other Compensation					
Travel and Expense Reimbursement (Estimated Annual Cost)	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200
Professional Development (Capped Amount or Estimated Annual Cost)	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000
Tuition Reimbursement	\$ 7,587	\$ 8,369	\$ 8,620	\$ 8,879	\$ 9,145
Mentoring Expenses - Describe: inc. NJASA Academy	\$ -	\$ -	\$ -	\$ -	\$ -
National/State/County/Local/Other Dues	\$ 3,000	\$ 3,200	\$ 3,400	\$ 3,600	\$ 3,800
Subscriptions	\$ 300	\$ 320	\$ 340	\$ 360	\$ 380
Board Paid Cell Phone or Reimbursement for Personal Cell Phone	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200
Computer for Home use, including supplies, maintenance, Internet	\$ -	\$ 2,500	\$ -	\$ 2,500	\$ -
Other - Describe:	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OTHER COMPENSATION	\$ 17,287	\$ 20,789	\$ 18,760	\$ 21,739	\$ 19,725
Sick and Vacation Compensation					
Max Paid for Unused Sick Leave Upon Retirement	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
Max Paid for Unused Vacation Leave - Retirement or Separation	\$ 15,602	\$ 15,914	\$ 16,232	\$ 16,557	\$ 17,054
Total Sick and Vacation Compensation	\$ 30,602	\$ 30,914	\$ 31,232	\$ 31,557	\$ 32,054
TOTAL CONTRACT COSTS	\$ 217,716	\$ 224,852	\$ 226,530	\$ 233,316	\$ 237,083
					\$ 1,139,497

Contract of Employment
Superintendent of Schools/Director of Special Services
Great Meadows Regional School
Board of Education

THIS CONTRACT is made as of this 1st day of July, 2023 between **THE BOARD OF EDUCATION OF THE GREAT MEADOWS REGIONAL SCHOOL DISTRICT** in Warren County (hereinafter "the Board") with offices located at 273 Route 46, Great Meadows, New Jersey 07838 and **MICHAEL S. MAI** (hereinafter "the Superintendent/Director of Special Services or "Mr. Mai"), whose home address is on file with the Board and shall be kept current by Mr. Mai.

PREAMBLE

WITNESSETH

THIS EMPLOYMENT CONTRACT replaces and supersedes all prior Employment Contracts between the parties hereto. Signature to 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 Mr. Mai in the combined positions of Superintendent of Schools of the Great Meadows Regional School District ("District") and Director of Special Services; and,

WHEREAS, the Board desires to provide the Superintendent/Director of Special Services 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/Director of Special Services 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/Director of Special Services is the holder of appropriate certificates 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 Mr. Mai as Superintendent of Schools/Director of Special Services for the period of July 1, 2023 through 11:59 p.m. June 30, 2028. The parties 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/Director of Special Services currently possesses a standard administrative certificate from the New Jersey State Board of Examiners with endorsements as "chief school administrator" and "principal," which certificates are located in his personnel file. If, at any time during the term of this Contract, the Superintendent's/Director of Special Services' certification(s) is/are revoked, this Contract shall be null and void as of the date of the revocation. The Superintendent/Director of Special Services has official course transcripts for all earned postsecondary degrees, which are located in his personnel file.

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/Director of Special Services 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 and those which are adopted by the Board in the future. The specific job descriptions adopted by the Board, applicable to the positions of Superintendent of Schools/Director of Special Services, are incorporated by reference into this Contract and are located in his personnel file.

B. To devote the Superintendent's/Director of Special Services' full time, skills, labor, and attention to this employment during the term of this Contract; and further agrees not to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties for compensation without written permission of the Board. Should the Superintendent/Director of Special Services 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/Director of Special Services shall notify the Board President in the event he is going to be away from the District on District business for one (1) 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/Director of Special Services' position require him to work long and irregular hours, and occasionally may require that he attend to District business outside of the District. The Superintendent/Director of Special Services is expected to be in District during normal regular administration office hours.

C. 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*.

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. The members of the Board, individually and collectively, will refer to the Superintendent/Director of Special Services any and all criticisms, complaints and suggestions concerning the operation and management of the District called to their attention. The Board will not take action on any such criticisms, complaints, and/or suggestions until they are discussed by the Board members at a scheduled meeting of the Board and a consensus sought to direct the Superintendent/Director of Special Services to study, recommend, and/or take action. The Superintendent/Director of Special Services shall have the right to contact the Board 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 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/Director of Special Services or by staff at the Superintendent's/Director of Special Services' 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/Director of Special Services shall attend all regular and special meetings of the Board, (except where a *Rice* notice has been served upon the Superintendent/Director of Special Services notifying him that his employment will be discussed in closed session, and the Superintendent/Director of Special Services has not requested that the meeting be conducted in public, or where the Superintendent/Director of Special Services has a conflict of interest, as determined by the Board Attorney, and all Committee meetings thereof, and shall serve as advisor to the Board and said Committees on all matters affecting the school District.

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 District. I. To perform all duties incident to the Office of the Superintendent/Director of Special Services and such other duties as may be prescribed by the Board from time to time, provided such duties are consistent with applicable

statutes and regulations. The Board shall not substantially increase the duties of the Superintendent/Director of Special Services by assigning him duties or responsibilities of another position or title unless the parties agree upon additional compensation commensurate with such increase in duties and the additional compensation is reflected in an addendum to this contract and such addendum has been approved by the Executive County Superintendent. The Superintendent/Director of Special Services shall, at all times, adhere to all applicable federal and state statutes, rules, regulations, and executive orders, as well as Board Policies and Regulations.

ARTICLE IV

SALARY AND BENEFITS

a. Any adjustment in annual 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/Director of Special Services have entered into a new employment contract.

1. Salary. The Board shall pay the Superintendent/Director of Special Services an annual base salary in accordance with the following schedule, commencing on July 1 of each contract year and prorated for any partial contract year: One Hundred Sixty-Two Thousand, Two Hundred Sixty Two Dollars (\$162,262) for the 2023-2024 contract year; One Hundred Sixty-Five Thousand, Five Hundred Seven Dollars (\$165,507) for the 2024-2025 contract year; One Hundred Sixty-Eight Thousand, Eight Hundred Seventeen Dollars (\$168,817) for the 2025-2026 contract year; One Hundred Seventy-Two Thousand, One Hundred Ninety-Three Dollars (\$172,193) for the 2026- 2027 contract year; and One Hundred Seventy-Seven, Three Hundred Fifty-Nine Dollars (\$177,359) for the 2027-2028 contract year. Included in the base salary is a salary increment in the amount of Five Thousand Dollars (\$5,000) for duties performed as Director of Special Services. If Mr. Mai no longer performs these duties, his salary will be reduced accordingly. The annual salary rate shall be paid to the Superintendent/Director of Special

Services in accordance with the schedule of salary payments in effect for other certified employees.

b. No salary increase of any kind will take effect on midnight July 1, 2028 (following the final day of this 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 any increases to take effect after July 1, 2028. 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.*

c. No Reduction in Salary/Compensation. During the term of this Employment Contract, including any extension hereof, the Superintendent/Director of Special Services shall not be reduced in compensation and/or benefits excepts as provided by law.

2. Sick Leave. The Superintendent shall receive twelve (12) sick days annually. Unused sick leave days shall be cumulative in accordance with the provisions of Title 18A. Upon retirement, the Board shall pay the Superintendent/Director of Special Services for his unused sick days at the per diem rate of 1/260th of the Superintendent's/Director of Special Services' annual salary at the time of retirement, subject to a maximum payment of fifteen thousand dollars (\$15,000.00). Payment for sick days shall be consistent with the law in effect at the time this Contract is signed. Any supplemental compensation that is provided to the Superintendent/Director of Special Services for accumulated and unused sick leave shall be subject to the provisions set forth below and shall not exceed \$15,000.00. Prior to August 1, 2020, the Superintendent/Director of Special Services earned and accrued seventy-seven (77) sick days that were not utilized and are recognized by the Board.

a. Any supplemental compensation for unused sick leave shall be payable only at the time of the Superintendent's/Director of Special Services' retirement from the Board and from a state or locally administered retirement system, and shall be based on accrued but unused sick leave

credited on the date of retirement. Accumulated unused sick leave compensation shall not be paid to the Superintendent's/Director of Special Services' estate or beneficiaries in the event of death prior to retirement.

b. The Superintendent/Director of Special Services shall be afforded three (3) paid, virtual work days for use on days when he is ill and/or in attendance at the Superintendent's Roundtable, on which days he shall complete work remotely and/or conduct business from home.

3. Professional Membership. NJASA, the Warren/Sussex Association for Special Education Directors, the Warren County Superintendent's Roundtable and AASA, and/or other organizations deemed necessary by the Superintendent/Director of Special Services and the Board to maintain and/or improve the Superintendent's/Director of Special Services' professional skills. Membership fees to these organizations shall be paid by the Board.

4. Professional Development.

a. The Superintendent shall be entitled to attend the annual NJSBA Workshop and Convention, the annual conference of the NJASA and Techspo. No more than five (5) work days may be utilized for attendance at such meetings or conventions. The Superintendent/Director of Special Services also shall be entitled to reimbursement expenses which he may incur while discharging the duties of Superintendent/Director of Special Services in accordance 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 Board shall also pay for all state-mandated continuing education to insure compliance with his professional growth plan.

b. The Superintendent/Director of Special Services may subscribe to appropriate educational and/or professional publications within the limit set in the annual budget.

c. (i) The Superintendent/Director of Special Services shall be eligible to receive tuition reimbursement, subject to N.J.S.A. 18A:6-8.5, and the following conditions. All coursework must be completed at an institution of higher education that is duly authorized, as defined in N.J.S.A. 18A:3-15.3). Reimbursement shall be provided only for courses or degrees related to current or future job responsibilities (excluding obtaining a state certification), which courses shall be approved by the Board prior to enrollment. Application for approval of graduate courses must be accompanied by a college catalog containing a complete graduate course description. To be reimbursed, the following also must be provided: (a) College transcript verifying completion of the graduate course; (b) Official records from the college verifying the amount of tuition paid and receipt for textbook purchase; (c) A grade no less than B or its numerical equivalent, or in pass/fail courses, a "pass".

(ii) When all evidence of satisfactory graduate course completion has been submitted to the Board, the School Business Administrator in turn will present an approved voucher to the Board at the next regular meeting. Reimbursement, subject to compliance with this Article, should be made within thirty (30) calendar days from the date of the Board meeting.

(iii) The Board shall provide reimbursement for those graduate credits successfully earned at a rate not to exceed the current cost per graduate credit established by Rutgers, the State University, when the initial application is made for approval. In addition, the sum of up to \$50/course for textbooks shall be reimbursable. Courses shall be limited to a maximum of nine (9) credits per Contract year.

(iv) The Superintendent/Director shall be responsible for certifying participation in a pre-approved graduate course to ensure that the Business Office may make proper adjustments and notifications in a timely manner. Such notification/certification shall take place no later than two weeks after the beginning of the course. This could be subject to change depending upon the scheduling of classes that begin after the start of the session.

(v) If the Superintendent/Director of Special Services voluntarily resigns his position

within two years after receiving tuition reimbursement from the District, he shall repay the District 100% of the reimbursement received in the prior year. If the District must go to court to secure the repayment, the Superintendent/Director of Special Services shall be responsible for legal costs and court costs, including reasonable attorney fees. This requirement shall not apply if the Superintendent/Director of Special Services leaves the District due to: (a) The serious illness of a family member where a physician's certificate establishes that the provision of care is required; (b) The death of the Superintendent/Director of Special Services; (c) A change of spousal employment necessitating geographic relocation, or (d) Retirement of the Superintendent/Director of Special Services from the TPAF.

(vi) Reimbursement shall be made by the Superintendent/Director of Special Services within thirty (30) days of voluntary departure from the District.

5. Health Benefits. The Superintendent/Director of Special Services has opted out of the health care insurance coverage offered by the Board, having provided evidence of comparable alternative coverage, and therefore shall receive the lesser of twenty-five percent (25%) of the premium saved or five thousand dollars (\$5,000.00) for waiving such coverage.

The Board shall also provide the Superintendent/Director of Special Services and his dependents with Dental Care and Vision coverage at no cost.

In the event that the Superintendent/Director of Special Services shall choose to opt into the Board provided health insurance program, the Board shall provide the Superintendent/Director of Special Services with individual or family health benefits (including prescription) coverage, at his option, in accordance with the provisions of Chapter 44, P.L. 2020,, in which case the Superintendent/Director of Special Services shall contribute towards the cost of his health insurance premiums in accordance with the requirements of Chapter 44, P.L. 2020. All payments required of the Superintendent/Director of Special Services shall be taken via payroll deduction. The benefits provided herein under shall in no way link this Contract with any agreement collectively negotiated with District employees.

6. Vacation Leave.

- a. The Superintendent/Director of Special Services shall be entitled to an annual vacation of twenty (20) working days per year. All of the vacation days shall be available for the Superintendent's/Director of Special Services' use on July 1st of each year of the Contract. b. The Superintendent/Director of Special Services shall take his vacation time after giving the Board President reasonable notice. The Superintendent/Director of Special Services 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/Director of Special Services shall document the use of accrued vacation days with the Board Secretary.
- c. The Board encourages the Superintendent/Director of Special Services to take his full vacation allotment each year; however, not more than five (5) vacation days may be carried over by the Superintendent/Director of Special Services from year to year because of the business demands of the District. All days carried over must be used in the next year, or those days not taken will be forfeited.
- d. With respect to any accrued and unused vacation days earned by virtue of his service as the Board's Superintendent/Director of Special Services, the Board, in the event of Superintendent's/Director of Special Services' separation or retirement from the District, shall pay the Superintendent/Director of Special Services for those earned but unused vacation days at the Superintendent's/Director of Special Services' daily rate of pay, based upon a 260-day work year, following his last day of employment on his then current salary. The maximum payout under this provision is twenty-five (25) vacation days. Payment shall be made within thirty (30) days of the Superintendent's/Director of Special Services' last day of employment. In the event of the Superintendent's/Director of Special Services' death, payment shall be made to his estate.
7. Holidays. The Superintendent/Director of Special Services shall be entitled to all holidays

granted to twelve (12) month staff in the District.

8. Personal Leave. The Superintendent/Director of Special Services shall be entitled to three (3) 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 permission of 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. Personal days are non-cumulative and non-reimbursable.

9. Bereavement. The Superintendent/Director of Special Services shall have bereavement leave of up to five (5) work days for the death of the Superintendent's/Director of Special Services' spouse, civil union partner, child, parents, parents-in-law, brother, and/or sister and up to three days for the Superintendent's/Director of Special Services' grandparents, brother/sister in-law or others who have resided in the Superintendent's/Director of Special Services' household. An additional one (1) day of bereavement leave will be provided for the death of a relative not listed above.

10. Tax Sheltered Plans. The Board will make available to the Superintendent/Director of Special Services existing tax-sheltered annuity plans in the District. The Superintendent/Director of Special Services shall have the right at any time prior to the commencement of, or at any time during the Superintendent's/Director of Special Services' employment, to take a reduction in salary and require the Board to use an amount corresponding to such reduction to purchase a tax sheltered annuity and/or mutual fund investment in accordance with N.J.S.A. 18A:66-127, et seq. and applicable tax laws, including Sections 403 (b) and 457(b) of the Federal Internal Revenue Code. The maximum amount of reduction in salary authorized shall be the maximum tax deferral amount permitted by the Federal Internal Revenue Code.

11. Job-Related Expenses. The Superintendent/Director of Special Services 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 and a detailed mileage log, which shall be presented to the Board of Education for approval at Board of Education meetings. Reimbursement shall also be given for cell phone costs, up to \$100 per month. The Superintendent/Director of Special Services shall also be provided with a computer and other necessary equipment in order to be able work remotely on Board business from home.

12. Attendance Record. The Superintendent/Director of Special Services 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 administrative assistant to the Superintendent/Director of Special Services each time any leave is taken. The Superintendent/Director of Special Services and the Board President shall periodically review the Superintendent's/Director of Special Services' attendance record to assure correctness.

13. Indemnification. The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent/Director of Special Services subject to the provisions of N.J.S.A. 18A:16-6 and 16-6.1 from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent/Director of Special Services 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/Director of Special Services was acting within the scope of his employment and the actions of the Superintendent/Director of Special Services upon which the demand, claim, suit, action or legal proceeding are based do not constitute actual fraud, actual malice, willful misconduct or an intentional wrong. If, in the good faith opinion of the Board Attorney or the Board's insurance provider, a conflict exists in regard to the defense of any claim, demand or action brought against him, and/or the Board in relation thereto, or the insurance carrier is otherwise unwilling or unable to provide defense counsel, the Superintendent/Director of Special Services may engage his own legal counsel, in which event the Board shall indemnify the Superintendent/Director of Special

Services for the reasonable costs of his legal defense. The Board further agrees to cover the Superintendent/Director of Special Services 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/Director of Special Services at least once a year on or before June 30th, in accordance with statutes, regulations and Board policy relating to Superintendent/Director of Special Services evaluation.. Each annual evaluation shall be in writing and shall represent a majority of the Board. Prior to its finalization, a copy of the evaluation shall be provided to the Superintendent/Director of Special Services, and the Superintendent/Director of Special Services and the Board shall meet to discuss the findings. The Board may meet in closed session to discuss the evaluation and the Superintendent's/Director of Special Services' performance where a *Rice* notice has been served upon the Superintendent/Director of Special Services, giving notice that the Superintendent's/Director of Special Services' employment will be discussed in closed session, and the Superintendent/Director of Special Services 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/Director of Special Services as set forth in the job description for the position of Superintendent/Director of Special Services, the District's placement on the NJQSAC continuum (with respect to those DPRs that are within the Superintendent's/Director of Special Services' 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/Director of Special Services 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/Director of Special Services shall have the right to respond in writing to the evaluation; this response shall become a permanent attachment to the evaluation in question. On or before June 1st of each year of this Employment Contract, the Superintendent/Director of Special Services 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 30th of each year of this Contract. The Superintendent/Director of Special Services 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/Director of Special Services is evaluated, as hereinafter provided. On, or prior to, June 1st 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. The Parties also agree that the Board shall not hold any discussions regarding the Superintendent's/Director of Special Services' employment, unless the Superintendent/Director of Special Services is given written notice at least forty-eight (48) hours in advance, is given the opportunity to address the Board in closed session, and is permitted to have a representative of his choosing speak on his behalf. In addition, the Board shall not hold any discussions with regard to the Superintendent's/Director of Special Services' performance, or that may adversely affect the Superintendent's/Director of Special Services' employment, in public session, unless

the Superintendent/Director of Special Services 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 and the Superintendent's/Director of Special Services' 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/Director of Special Services' certificate(s), 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/Director of Special Services, at least one hundred and fifty (150) days prior to the expiration of this Contract, of the Board's intent not to renew this Contract; or
6. Material misrepresentation of employment history, educational and/or professional credentials relating to his position as a certificated educator, or of his criminal background, subject to *N.J.S.A. 18A:6-10*.

B. In the event the Superintendent/Director of Special Services 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/Director of Special Services may terminate this Employment Contract upon one hundred and twenty (120) calendar days written notice to the Board, filed with the

Board Secretary, of his intention to resign.

E. The Superintendent/Director of Special Services 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/Director of Special Services 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 five (5) years expiring June 30, 2033 unless either of the following occurs:

A. The Board by contract reappoints the Superintendent/Director of Special Services for a different term allowable by law; or

B. The Board notifies the Superintendent/Director of Special Services in writing on or before in accordance with the notification provision set forth in the preceding Article that he will not be reappointed at the end of the current term, in which case his employment as Superintendent/Director of Special Services shall cease upon the expiration of this Contract.

C. Pursuant to N.J.S.A. 18A:17-20.4, the Superintendent/Director of Special Services retains all tenure rights accrued in any position which he previously held in the District, to the extent provided by law. The Superintendent/Director of Special Services shall also continue to accrue seniority in all positions in which he achieved tenure in the District. The Superintendent/Director of Special Services shall have the right to assert all tenure and seniority rights in the event that the Board does not renew the Superintendent/Director of Special Services for any reason.

ARTICLE VIII

COMPLETE AGREEMENT

This Contract embodies the entire understanding between the parties hereto and cannot be varied except by written agreement of the undersigned parties, duly approved by the Executive County Superintendent, as required by law and regulation.

ARTICLE IX

SAVINGS AND CONFLICTS 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. In the event of any conflict between the terms, conditions and provisions of this Employment Contract and the provisions of the Board's policies or any permissive federal or State law, the terms of this Employment Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law, unless otherwise prohibited by law.

ARTICLE X

RELEASE OF PERSONNEL INFORMATION PERSONNEL RECORDS

The Superintendent/Director of Special Services shall have the right, upon request, to review the contents of his personnel file, which shall be maintained and secured by another employee designated by the Board, 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/Director of Special Services 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, to the extent permitted by law.

No material derogatory to the Superintendent's/Director of Special Services' conduct, service, character, or personality shall be placed in his personnel file unless he has had an opportunity to review the material. The Superintendent/Director of Special Services 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/Director of Special Services shall also have the right to submit a written answer to such material.

The Board acknowledges and agrees that disclosure of personnel information is governed by the Open Public Records Act, codified at N.J.S.A. 47:1A-1, et seq., Executive Order No. 11 (November 15, 1974), Executive Order No. 21 (July 8, 2002), Executive Order No. 26 (August 13, 2002), and case law interpreting them.

ARTICLE XI

RIGHT TO INDEPENDENT LEGAL COUNSEL

The Superintendent/Director of Special Services acknowledges that he has been advised of his right to consult independent legal counsel and that the Board Attorney does not represent him in this matter.

ARTICLE XII

AUTHORIZATION

This Agreement is subject to approval by the Board of Education.

IN WITNESS WHEREOF, the parties have set their hands and seals to this Employment Contract effective on the day and year first above written.

**FOR THE BOARD OF EDUCATION OF THE GREAT MEADOWS REGIONAL
SCHOOL DISTRICT:**

ADAM DESIMONE, BOARD PRESIDENT

Date

MICHAEL S. MAI
SUPERINTENDENT /
DIRECTOR OF SPECIAL SERVICES

Date

WITNESS:

ANGELA MOYER
INTERIM BUSINESS ADMINISTRATOR/
BOARD SECRETARY

Date

COURTNEY WENTHEN
HUMAN RESOURCES COMMITTEE
CHAIRPERSON

Date