

**Contract of Employment
Superintendent of Schools / Director of Special Services**

**Great Meadows Regional School
Board of Education**

THIS CONTRACT is made as of this 181 day of August, 2020 between **THE BOARD OF EDUCATION OF THE GREAT MEADOWS REGIONAL SCHOOL DISTRICT** in Warren County (hereinafter “the Board”) with offices located at 281 Route 46, Great Meadows, New Jersey 07838 and **MICHAEL S. MAI** (hereinafter “the Superintendent” or “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 as the Chief Education Officer/Director of Special Services of the Great Meadows Regional School District (“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. I 8A: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 August 1, 2020 through 11:59 p.m. June 30, 2024. 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 currently possesses a standard certificate to act as chief school administrator, which certificate is located in his personnel file. If, at any time during the term of this Contract, the Superintendent's certification(s) is/are revoked, this Contract shall be null and void as of the date of the revocation. The Superintendent 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 and Director of Special Services for the Board, as well as 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 position of Superintendent of Schools and Director of Special Services, are incorporated by reference into this Contract and are located in his personnel file.

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 written permission of 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 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 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 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 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 to study, recommend, and/or take action. The Superintendent 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. AH 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 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.

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 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 by assigning his 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 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 have entered into a new employment contract.

1. Salary. The Board shall provide the following salary as part of the Superintendent's compensation:

a. Annual Salary. The Board shall pay the Superintendent an annual salary in accordance with the following schedule: One Hundred Forty-One Thousand Dollars (\$141,000.00) for the 2020-2021 school year, prorated according to the start date of August 1, 2020; One Hundred Forty-Three Thousand Eight Hundred Twenty Dollars (\$143,820) for the 2021-2022 school year; One Hundred Forty-Six Thousand Six Hundred Ninety-Seven Dollars (\$146,697) for the 2022-2023 school year; and One Hundred Forty-Nine Thousand Six Hundred Thirty-One Dollars (\$149,631) for the 2023-2024 school year. The annual salary rate shall be paid to the Superintendent 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, 2024 (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, 2024. 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 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 for his unused sick days at the per diem rate of 1/260th of the Superintendent's 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 for accumulated and unused sick leave shall exceed \$15,000.00 pursuant to N.J.S.A. 18A:30-3.5 and N.J.S.A. 18A:30-3.6. Prior to August 1, 2020, the Superintendent earned and accrued seventy-seven (77) sick days that were not utilized and are recognized by the Board.

b. Any supplemental compensation for unused sick leave shall be payable only at the time of the Superintendent's 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 estate or beneficiaries in the event of death prior to retirement.

3. Professional Membership. The Board shall pay for the Superintendent's memberships in the following professional associations: 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 and the Board to maintain and/or improve the Superintendent's professional skills.

4. Professional Development. 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) workdays may be utilized for attendance at such meetings or conventions. The Superintendent also shall be entitled to reimbursement expenses which he may incur while discharging the duties of Superintendent in accordance with *P.L.2007, c. 53, The School District Accountability Act* and affiliated regulations. (*N.J.S.A. 18A:1 1-12 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.

The Superintendent may attend the “New Superintendent’s Academy” sponsored by the New Jersey Association of School Administrators at Board expense. The Board shall pay all fees and costs associated with attendance of the Academy, shall pay up to \$2,500 in cost and fees for the Superintendent to complete state-mandated mentoring.

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

5. Health Benefits.

The Board shall provide the Superintendent with individual or family health benefits (including prescription) coverage, at his option. The Superintendent shall contribute towards the cost of his health insurance premiums in accordance with N.J.A.C. 6A:23A-3.1(e)(4). In no case shall the Superintendent pay less than the 1.5% of base salary in accordance with N.J.S.A. 18A:16-17 (P.L. 1979, c. 391). 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 deduction. 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%) of the premium saved or five thousand dollars (\$5,000.00) for waiving such coverage. Any such payments will be in accordance with and are subject to applicable law and administrative regulation.

The Board shall also provide the Superintendent and his dependents with Dental Care coverage at no cost.

6. Vacation Leave.

a. The Superintendent will earn up to 1.7 vacation days per month worked up to a maximum of twenty (20) vacation days per year. Currently the Superintendent has four (4) unused vacation days that were rolled over from the 2019-2020 school year, during which the Superintendent was employed as the Principal of the Board's Central School, and are available for the Superintendent's use during the 2020-2021 school year.

b. The Superintendent shall take his 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. However, vacation leave shall not be taken during the two weeks prior to the opening of school without the approval of 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.

c. The Board encourages the Superintendent to take his full vacation allotment each year; however, not more than five (5) vacation days may be carried over by the Superintendent 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. However, notwithstanding the foregoing, the Parties agree that prior to August 1, 2020, which is the date that he first became an “officer and employee” as that term is defined in N.J.S.A. 18A:30-3.9, the Superintendent earned and accrued four (4) vacation days by virtue of his service as the Principal of the Central Elementary School that were not utilized and that will be honored by the Board for the Superintendent’s use during the 2020-2021 school year. However, in accordance with N.J.S.A. 18A:30-9, the Superintendent shall be required to utilize those days during the 2020-2021 school year or such days will be forfeited.

d. With respect to any accrued and unused vacation days earned by virtue of his service as the Board’s Superintendent, the Board, in the event of Superintendent’s separation or retirement from the District, shall pay the Superintendent for those earned but unused vacation days at the Superintendent’s daily rate of pay, based upon a 260-day work year on his then current salary following his last day of employment. The maximum payout under this provision is twenty-five (25) vacation days. Payment shall be made within thirty (30) days of the Superintendent's last day of employment. In the event of the Superintendent's death, payment shall be made to his estate.

7. Holidays. The Superintendent shall be entitled to all holidays granted to twelve (12) month staff in the District.

8. Personal Leave. The Superintendent 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 shall have bereavement leave of up to five (5) work days for the death of the Superintendent's spouse, civil union partner, child, parents, parents-in-law, brother, and/or sister and up to three (3) days for the Superintendent's grandparents, brother/sister in-law or others who have resided in the Superintendent's 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 existing tax-sheltered annuity plans in the District. The Superintendent shall have the right at any time prior to the commencement of, or at any time during the Superintendent's employment, to take a reduction in salary and require the Board to use a corresponding matching amount up to five percent (5%) of the Superintendent's then annual salary 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 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 to the Superintendent for his cell phone up to \$100 a month, and it is understood that the Superintendent shall be permitted to utilize his cell for reasonable personal use in addition to use for official District business. The Superintendent shall also be provided with a computer

and other necessary equipment in order to be able to work remotely on Board business from home.

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12. 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 administrative assistant to the Superintendent each time any leave is taken. The Superintendent and the Board President shall periodically review the Superintendent's attendance record to assure correctness.

13. Indemnification. 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 and the actions of the Superintendent 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 Superintendent, a conflict exists in regard to the defense of any claim, demand or action brought against his, 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 on or before June 30", 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. Prior to its finalization, 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 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 evaluation in question. 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 30th 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 18t 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 employment, unless the Superintendent 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 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 and 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: 5 J -2*;

4. Mutual agreement of the parties;
5. Notification in writing by the Board to the Superintendent, at least one hundred twenty (120) days prior to the expiration of this Contract (or by March 2, 2024), 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 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 his 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 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 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 four (4) years expiring June 30, 2028, unless either of the following occurs:

- A. The Board by contract reappoints the Superintendent for a different term allowable by law; or
- B. The Board notifies the Superintendent in writing on or before March 2, 2024 he will not be reappointed at the end of the current term, in which case his employment as Superintendent shall cease upon the expiration of this Contract.
- C. Pursuant to N.J.S.A. 18A: 17-20.4, the Superintendent retains all tenure rights accrued in any position which he previously held in the District. The Superintendent shall also continue to accrue seniority in all positions in which he achieved tenure in the District. The Superintendent shall have the right to assert all tenure and seniority rights in the event that the Board does not renew the Superintendent for any reason.

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 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 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, upon final approval of the Board, such documents identified by him shall be destroyed.

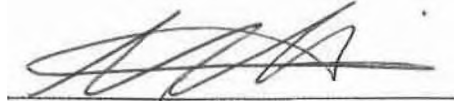
No material derogatory to the Superintendent's conduct, service, character, or personality shall be placed in his personnel file unless he has had an opportunity to review the material. The Superintendent shall acknowledge that he has had the opportunity to review such material by affixing his signature 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.

The Board acknowledges and agrees that disclosure of personnel information is governed by the Open Public Records Act, codified at N.J.S.A. 47:1 A-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.

IN WITNESS WHEREOF, the parties have set their hands and seals to this

Employment Contract effective on the day and year first above written.

BOARD OF EDUCATION OF THE
GREAT MEADOWS REGIONAL
SCHOOL DISTRICT



MICHAEL S. MAI
SUPERINTENDENT/
DIRECTOR OF SPECIAL SERVICES



DOUG SMITH
BOARD PRESIDENT

WITNESS:



COURTNEY WENTHEN
BOARD VICE PRESIDENT



ANGELA MOYER
INTERIM BUSINESS ADMINISTRATOR/
BOARD SECRETARY

DATE:

7/31/2020

DATE:

7/31/20