

PHILIP D. MURPHY Governor

TAHESHA L. WAY Lt. Governor

State of New Jersey

DEPARTMENT OF EDUCATION
Warren County Office of Education
1501 Route 57
Washington, New Jersey 07882
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KEVIN DEHMER
Acting Commissioner

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

March 11, 2024

Ms. Constance Quinn
President, Board of Education
Mansfield Township Board of Education
50 Port Murray Road
Port Murray, New Jersey 07865

Dear Ms. Quinn:

I have reviewed the employment contract for Ms. Diane Mai, Superintendent / 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, 2024, through June 30, 2029 with a base salary of \$155,000 for the 2024-2025 school year, \$159,650 for 2025-2026, \$164,439 for 2026-2027, \$169,372 for 2027-2028 and \$174,453 for 2028-2029.

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:kmd

cc: G. MaCartney, Interim Superintendent

P. DeAngelo, School Business Administrator

D. Mai, Superintendent / Director of Special Services

N. Cramer, Executive County School Business Official

| Superintendent/Director of S | Spe | cial Serv | /ice | 25 | | | , | | | | |
|--|-----------|--------------|---------|---|---------|-----------|---------|---------|-----------|---------|--|
| Detailed Statement of Co | ntra | act Costs | | | | | | | | | |
| District: Mansfield Twp | | | | | | | | | | | |
| Name: Diana Mai | | | | | | | | | P1****. P | | |
| Date BOE Authorized Submission to County Office | | | 3 | 3/8/2024 | | | | | | | |
| District Grade Span | PS-6 | | | | | | | | | | |
| On Roll Students as of 10-15 | 580 | | | | | | | | | | |
| | | Year 1 | | Year 2 | | Year 3 | | Year 4 | | Year 5 | |
| Contract Term: | 2024-2025 | | 2025-26 | | 2026-27 | | 2027-28 | | 2028-29 | | |
| Salary | | | | | | | | | | | |
| Salary | \$ 1 | 155,000 | \$ | 159,650 | \$ 1 | .64,439 | \$ | 169,372 | \$1 | 74,453 | |
| Longevity | \$ | - | \$ | - | \$ | - | \$ | - | \$ | | |
| Shared Service | \$ | - | \$ | - | \$ | | \$ | ~ | \$ | - | |
| Total Annual Salary | \$ 1 | 155,000 | \$ | 159,650 | \$ 1 | 64,439 | \$ | 169,372 | \$1 | 74,453 | |
| Additional Salary | | | | | | | | | | | |
| Quantitative Merit Goals | \$ | - | \$ | | \$ | - | \$ | - | \$ | - | |
| Qualitative Merit Goals | \$ | | \$ | - | \$ | - 1 | \$ | - | \$ | | |
| Total Additional Salary | \$ | - | \$ | - | \$ | - | \$ | ~ | \$ | | |
| Total Annual Salary plus Additional Salary | \$: | 155,000 | \$ | 159,650 | \$ 1 | 164,439 | \$ | 169,372 | \$1 | 74,453 | |
| Board Contribution for Cost of Premiums for: | | | | *************************************** | | Mar . | | | | | |
| Health Insurance | \$ | | \$ | - | \$ | _ | \$ | | \$ | _ | |
| Prescription Insurance | \$ | _ | \$ | _ | \$ | | \$ | - | \$ | - | |
| Dental Insurance | \$ | _ | \$ | | \$ | - | \$ | - | \$ | _ | |
| Vision Insurance | \$ | | \$ | | \$ | - | \$ | _ | \$ | - | |
| Disability Insurance | \$ | 100 | \$ | 100 | \$ | 100 | \$ | 100 | \$ | 100 | |
| Long-term Care Insurance | \$ | - | \$ | - | \$ | | \$ | | \$ | | |
| Life Insurance | \$ | _ | \$ | | \$ | | \$ | | \$ | _ | |
| Other Insurance - Describe: | \$ | | \$ | - | \$ | | \$ | _ | \$ | | |
| Waiver of Benefits | \$ | 5,000 | \$ | 5,000 | \$ | 5,000 | \$ | 5,000 | \$ | 5,000 | |
| Section 125 Plan Reimbursements - Describe: | \$ | - | \$ | - | \$ | - | \$ | | \$ | - | |
| Board Contribution for Cost of Premiums | \$ | 5,100 | \$ | 5,100 | \$ | 5,100 | \$ | 5,100 | \$ | 5,100 | |
| Employee contribution to health benefits as per law | - | 5,100 | \$ | 5,200 | \$ | 5,200 | \$ | - | \$ | - | |
| Total Health Benefit Compensation | | 5,100 | \$ | 5,100 | \$ | 5,100 | \$ | 5,100 | \$ | 5,100 | |
| | - | 5,100 | 1 7 | 5/200 | ~ | 3,200 | * | 0)200 | 1 | 0,200 | |
| Other Compensation The desired Applied Cost | \$ | 1,500 | \$ | 1,500 | 4 | 1,500 | \$ | 1,500 | \$ | 1,500 | |
| Travel and Expense Reimbursement (Estimated Annual Cost) | \$ | 3,500 | \$ | | \$ | 3,500 | \$ | 3,500 | \$ | 3,500 | |
| Professional Development (Capped Amount or Estimated Annual Cost) | | | \$ | | \$ | 8,000 | \$ | 8,000 | \$ | 8,000 | |
| Tuition Reimbursement | \$ | 8,000 | 1 | | \$ | 8,000 | \$ | 8,000 | \$ | 8,000 | |
| Mentoring Expenses - Describe: \$2,500 Mentor; \$1,750 NJASA | - | 4,250 | \$ | | \$ | 4,500 | \$ | 4,500 | \$ | 4,500 | |
| National/State/County/Local/Other Dues | \$ | 4,500 500 | \$ | | \$ | 500 | \$ | 500 | \$ | 500 | |
| Subscriptions Print Prin | - | | | | \$ | 100000000 | \$ | 1,200 | - | 1,200 | |
| Board Paid Cell Phone or Reimbursement for Personal Cell Phone | \$ | 1,200 | \$ | | - | 1,200 | \$ | | | | |
| Computer for Home use, including supplies, maintenance, internet | \$ | 1,000 | \$ | | \$ | 1,000 | | 1,000 | \$ | 1,000 | |
| Other - Describe: | \$ | 24 450 | \$ | | \$ | 20.200 | \$ | 20.200 | \$ | 20.200 | |
| Total Other Compensation | \$ | 24,450 | \$ | 20,200 | \$ | 20,200 | 1 2 | 20,200 | 3 | 20,200 | |
| Sick and Vacation Compensation | 1 | 45.000 | 1 | 1r 000 | 4 | 15.000 | 7 | 15 000 | - | 15.000 | |
| Max Paid for Unused Sick Leave Upon Retirement | \$ | 15,000 | \$ | | \$ | 15,000 | \$ | 15,000 | \$ | 15,000 | |
| Max Paid for Unused Vacation Leave - Retirement or Separation | \$ | 6,458 | \$ | | \$ | 6,852 | \$ | 7,057 | - | 7,269 | |
| Total Sick and Vacation Compensation | - | 21,458 | \$ | | \$ | | \$ | 22,057 | \$ | 22,269 | |
| TOTAL CONTRACT COSTS | 1 | 206,008 | \$ | 206,602 | 15 | 211,591 | \$ | 216,729 | 15 | 222,022 | |

SUPERINTENDENT OF SCHOOLS/DIRECTOR OF SPECIAL SERVICES EMPLOYMENT CONTRACT

This Employment Contract (referred to as "this Contract" or" this Agreement") is entered into on the 1st day of July 2024 by and between the Mansfield Township Board of Education, with offices located at 50 Port Murray Road, Port Murray, NJ 07865 (hereafter referred to as the "Board"),

-and-

Ms. Diana Mai, whose address for purposes of notices related to this Contract is 30 Thoroughbred Court, Bangor, PA (hereafter referred to as "Ms. Mai." or the "Superintendent"). (Note: gender neutral pronouns also are used throughout this Contract, in reference to Ms. Mai.).

NOTE: The parties agree that this Contract shall be and is subject to the NJ First Act, N.J.S.A. 52:14-7. In the event that Ms. Mai shall not be in compliance therewith, this Contract shall be null and void as of the date of non-compliance and the Board shall have no further obligations hereunder.

WHEREAS, the Board desires to employ Ms. Mai as the Superintendent of Schools/Director of Special Services; and,

WHEREAS, Ms. Mai wishes to accept employment as the twelve-month Superintendent of Schools/Director of Special Services; and

WHEREAS, State law requires a written contract between the Superintendent and the Board; and,

WHEREAS, the Board and the Superintendent wish to describe specifically their relationship to ensure a 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 issued by the State Board of Examiners and required by N.J.S.A. 18A:17-17;

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

I. Certification

- A. Ms. Mai represents that they possess an Administrative Certificate with endorsement as School Administrator issued by the New Jersey State Board of Examiners.
- B. If, at any time during the term of this Contract, the Superintendent's above stated certification is suspended or revoked, this Contract shall be null and void as of the date of the suspension or revocation.

II. Term

The Board, in consideration of the promises herein contained of the Superintendent, hereby employs, and Ms. Mai hereby accepts employment as Superintendent of Schools for the term commencing on **July 1**, 2024 through the close of business on **June 30**, 2029.

III. Superintendent/Director of Special Services' Responsibilities

- A. The Superintendent shall have the duties and attendant authority prescribed by the School Laws and Board Policy for the position of Superintendent of Schools, including all responsibilities and powers as set forth in statute, the regulations of the State Board of Education, the Job Descriptions, as well as indicated herein, and such other duties as from time to time may be assigned by the Board.
- B. The Superintendent shall devote their full-time attention, skills and efforts to this employment and 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 their vacation time, or at other times when they are not required to be present in the district, they may retain any honoraria paid. The Superintendent shall notify the Board President in the event that they are 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 taken in accordance with provisions in this Contract governing time off. The Board recognizes that the demands of the Superintendent's position

require them to work long and irregular hours, and occasionally may require that they attend to district business outside of the district.

- C. The Superintendent shall attend all Board committee meetings, and shall serve as advisor to the Board and said committees on all matters affecting the school district, as well as all meetings of the Board, except where a *Rice* notice has been served upon the Superintendent notifying them that matters concerning their employment will be discussed in closed session, and the Superintendent has not requested that the meeting be conducted in public, or where the Board Attorney shall determine that the Superintendent has a conflict of interest.
- D. 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.
- E. The Superintendent shall also serve as the Director of Special Services, with proper certification, in accordance with the laws of the State of New Jersey, regulations adopted by the State Board of Education, existing Board Policies and those which are adopted by the Board from time-to-time. The specific job description adopted by the Board, applicable to the position of Director of Special Services, and which may be amended by the Board from time-to-time, is incorporated by reference into this contract.

IV. Compensation

During the term of this Contract, including any extensions thereof, the Superintendent shall not be dismissed or reduced in compensation except as provided in statute. Any adjustment in salary made during the life of this Contract shall be in the form of an amendment and shall become part of the Employment Contract, but it shall not be deemed that, as a result of any adjustment, the Board and the Superintendent have entered into a new employment contract.

A. Base Salary

The Board shall provide the following salary as part of the Superintendent/Director of Special Services compensation. This salary also includes Ms. Mai's role as Director of Special Services. If, at any point, Ms. Mai no longer serves as the Director of Special Services, an adjustment to the salary will be made, reducing compensation by \$5,000.

For the 2024-2025 School Year, the Board shall pay the Superintendent an annual salary of one-hundred fifty five thousand dollars (\$155,000), prorated for any partial contract year, to be paid in equal installments in accordance with the district's regular 12-month payroll schedule:

 Year 2
 2025-2026
 \$159,650

 Year 3
 2026-2027
 \$164,439

 Year 4
 2027-2028
 \$169,372

 Year 5
 2028-2029
 \$174,453

V. Other Benefits

A. Leaves

- 1. Vacation: The Superintendent shall be entitled to twenty (20) earned vacation days annually, all of which shall be available in advance on July 1st of each contract year in consideration of their completion of the ensuing year. The Superintendent may carry over no more than ten (10) unused vacation days from one year to the next. Days not utilized in the subsequent year will be lost. Upon retirement, resignation, or death, the Superintendent or their estate shall receive a lump sum payment at the per diem rate of 1/260 of their then current salary for all earned but unused vacation days, up to a maximum of ten (10) vacation days. Days shall be prorated for any partially completed contract year.
- 2. Holidays: The Superintendent shall be entitled to the holidays available to other 12-month, unaffiliated, central office administrators in the district. These shall include days on which the school district is closed, excluding school recess periods.
- 3. Sick Leave: The Superintendent shall be allowed twelve (12) days sick leave annually all of which shall be cumulative, prorated for any partial contract year. Upon retirement from a state or locally administered retirement system, the Board shall pay the Superintendent for accumulated, unused sick days at the rate of Fifty Dollars (\$50) per day, up to a maximum of Fifteen Thousand Dollars (\$15,000). Additionally, upon receipt of acknowledgement from the Superintendent's current employer, twenty-five (25) days of earned sick leave shall be transferred to the District and credited to the Superintendent's sick leave account. These transferred days will not be included for payment upon retirement.

- 4. Personal Leave: The Superintendent shall be granted three (3) days of absence annually, prorated for any partial contract year, for personal matters which require absence during the school hours, to be used at their discretion. The unused portion of such leave, at the end of each contract year, shall be converted to sick days provided that the Superintendent is not permitted to accumulate more than fifteen (15) sick days in a given contract year.
- 5. Bereavement Leave: The Superintendent shall be entitled to the following leaves of absence annually at full pay, prorated for any partial contract year: five (5) days for bereavement upon the death of a spouse, domestic or civil union partner, parent, child, grandparent, brother, sister, father, mother, father-in-law or mother-in-law and a (one) 1-day leave of other family situations or bereavement. All family leave days specified in this paragraph are not cumulative or carried over.

B. Healthcare Coverage

- 1. Medical and Prescription Coverage: The Board shall provide medical and prescription insurance coverage for the Superintendent and their family, by enrollment of the Superintendent and their eligible dependents provided by the Board. Pursuant to New Jersey P.L. 2020, Chapter 44. The Superintendent will be eligible to participate in the Horizon BCBSNJ EHP Health Plan and the Horizon BCBSNJ EHP Prescription Drug Plan.
- 2. Premiums: The Board shall pay the cost of the premiums for the Superintendent and their immediate family dependents (spouse and children) who are eligible and whom the Superintendent elects to have covered. The Superintendent shall contribute to the cost of health benefits in accordance with New Jersey P.L. 2020, Chapter 44, and implementing regulations by salary deductions during their employment. The rate of contribution by the Superintendent shall be independent from that specified in any agreement with a collective bargaining unit. The health benefit contributions shall be paid by the Superintendent through payroll deduction.
- 3. Change of Carriers: The parties agree that the Board reserves the right, unilaterally and without further negotiation, to change carriers, so long as the new plan contains at least one coverage option that is at least equivalent to the coverage currently provided by the Board. Any adjustments to the responsibility of payment of medical insurance premium made during the life of this 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.

- 4. Dental: The Board shall provide dental insurance coverage (including orthodontics for dependent children 18 years old or younger) for the Superintendent and their eligible family members, through enrollment in the Board provided Dental Plan) or a substantially similar plan.
- 5. Waiver of Benefits: The Superintendent may waive medical coverage with proof of coverage 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 \$5,000 (Five Thousand Dollars) of the cost of said coverage for waiving such coverage. In the event the Superintendent selects this option and experiences a life-changing event, they will be permitted to immediately re-enter the plan and, as long as permitted by the insurer, and will not be required to wait for an open enrollment period.
- 6. Worker's Compensation Insurance: In accordance with the laws of the State of New Jersey, N.J.S.A. 34:15-1 et seq., and the Board's insurance plan for employees, the Board shall provide worker's compensation coverage.

C. Job-Related Expenses and Other Compensation

- 1. Expense Reimbursement: The Superintendent shall have the option of using their own vehicle for business-related trips. In accordance with the Board Policy and New Jersey Administrative Code, the Superintendent shall receive reimbursement for mileage at the prevailing rate in accordance with regulations promulgated by OMB and reimbursement for reasonable expenses incurred in the performance of their duties, excluding commuting to and from work. The Superintendent shall be provided, up to \$1,200 (Twelve Hundred Dollars) per year, for cell phone use. The Superintendent shall be provided with a laptop computer.. Incidental personal use, subject to Board computer and network policies, shall be permitted. The equipment shall remain the property of the Board.
- 2. Conferences, Seminars and Workshops: The Board shall pay or reimburse the Superintendent for all costs of job-related conferences, seminars, and workshops, subject to prior. Board approval regarding cost, up to a maximum of \$3,500 (Thirty-five Hundred Dollars) per contract year, prorated for any partial year, in accordance with Chapter 53 of the Public Laws of 2007 (N.J.S.A. 18A:11-12), except that, to the extent required by contract, statute, and/or regulation, the Superintendent shall be permitted to attend various workshops, seminars, meetings and professional development programs offered throughout the school year as required and/or necessary to ensure the proper operation of the district without the need for prior Board approval, subject to the pertinent

Department of Treasury Guidelines. The Board will pay for the Superintendent's attendance of the NJSBA Fall Workshop and the NJASA Spring Conference.

- 3. All travel and travel related expenses shall comply fully with the above-mentioned law, the provisions of which are incorporated by reference as if fully set forth herein. Any portion of this Contract which shall be determined to be inconsistent with the foregoing law shall be null and void *ab initio*.
- 4. The Board shall reimburse the Superintendent for tuition costs incurred for graduate level courses taken at Centenary University that are part of a formal program of studies leading to the awarding of a Doctoral Degree in an area or discipline judged to be of benefit to the Board. The Superintendent will be reimbursed for up to nine (9) credits per school year.
- 5. The Superintendent may subscribe to appropriate educational and/or professional publications with a limit of \$500 per year.

VI. Separation from Service

The Superintendent shall also receive the following, as part of compensation, upon separation from employment with the District:

A. Sick Days

Upon the Superintendent's retirement from employment with the district, the Board will pay all unused, accumulated sick days at the rate of \$50 (Fifty Dollars) per day. Payment for unused sick days will be capped at \$15,000.

B. Unused Earned Vacation Days

Upon the Superintendent's voluntary separation from the district, unused, earned vacation days shall be paid to the Superintendent, or upon their death, to their Estate, at the per diem rate of their salary then in effect. The pay-out will be limited to the conditions of Section V, A.1.

VII. Membership Fees

The Board shall pay one hundred percent (100%) of the Superintendent's membership fees to the American Association of School Administrators, New Jersey Association of School Administrators, and the Warren County Association of School Administrators.

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

VIII. Evaluation

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 without the Superintendent in closed session to discuss the evaluation and the Superintendent's performance when 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 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 be entitled to copies of all back-up materials utilized in the process. 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 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 or such earlier date as may be fixed by law or regulation. The Superintendent shall propose a schedule for evaluation for the next year to the Board President by the annual organization meeting each year.

IX. Termination of Contract

- A. This Agreement 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 proper certification;
 - 2. Revocation or suspension of the Superintendent's certificate;
 - 3. Forfeiture, pursuant to NJ,S.A. 2C: 51-2;
 - 4. Mutual agreement of the parties;
 - 5. Material misrepresentation by Superintendent of employment history, educational and professional credentials, and criminal and sexual background information;
 - 6. Unsatisfactory criminal and/or sexual misconduct background check;
 - 7. Termination, pursuant to N.J.S.A. 18A: 17-20.2;
 - 8. Upon written notification by the Superintendent received by the Board Secretary one hundred twenty (120) days prior to the date of their resignation or retirement.
- 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 them 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. The Board reserves its right also to suspend with or without pay if it certifies contractual tenure charges. Nothing in this Agreement shall limit the Board's rights with regard to suspension under *N.J.S.A.* 18A: 6-8.3, 6-14, and the School Laws generally.
- C. The Superintendent shall not be dismissed or reduced in compensation during the term of this Contract, except as authorized by *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 their duties with pay if necessary and as permitted by law. The parties understand that any early termination must comply with the provisions of *N.J.S.A.* 18A:20-20.2a.

X. Renewal and Non-Renewal

This Contract shall automatically renew for a term of five (5) calendar years, unless either of the following occurs:

A. The Board by contract reappoints the Superintendent for the same or a different term allowable by law;

- B. The Board notifies the Superintendent in writing, prior to February 1, 2029, that they will not be reappointed at the end of the current term, in which case their employment shall cease upon the expiration of this Contract; or
- C. Employment is terminated in accordance with this Contract or by a court or agency of competent jurisdiction.

XI. Professional Liability

The Board agrees, in accordance with and subject to the limitations of *N.J.S.A.* 18A: 16-6 and 16-6.1 that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in their individual capacity or in their 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 their employment.

XII. Personnel Records

- A. The personnel records of the Superintendent shall be under the custody and control of the School Business Administrator/Board Secretary who shall be exclusively responsible for their upkeep and security.
- B. The Superintendent shall have the right, upon request, to review the contents of their personnel file and to receive copies at Board expense of any documents contained therein. The Superintendent shall be entitled to have a representative accompany them during such review. At least once every year, the Superintendent shall have the right to indicate those documents and/or other materials in their file that they believe to be obsolete or otherwise inappropriate to retain; and, upon final approval of the Board, such documents identified by them shall be destroyed, except as may be prohibited by the Open Public Records Act and/or the Records Retention and Destruction Act.
- C. No material derogatory to the Superintendent's conduct, service, character, or personality shall be placed in their personnel file unless they have been provided with a copy.

XIII. Entire Agreement

This Contract embodies the entire agreement between the parties and cannot be varied except by written, signed agreement of the undersigned parties. Any proposed changes to

this contract are subject to prior review and approval by the Executive County

Superintendent.

XIV. Conflicts

In the event of any conflict between the terms, conditions, and provisions of this Contract and the provisions of the Board's policies or any permissive state or federal law, the terms of this Contract shall take precedence over the contract provisions of the Board's policies

or any such permissive law, unless otherwise prohibited by law.

XV. Savings Clause

If it is found or held that a specific clause of this Contract is illegal, including under federal or state law, the remainder of this Contract not affected by such a ruling shall remain in

force and effect.

XVI. Assistance of Counsel

The Superintendent acknowledges that they have been advised of their right to seek assistance from independent legal counsel and that the Board Attorney does not represent

them regarding this Contract.

XVII. Notices

All notices under this Contract shall be in writing, shall be effective upon receipt, and may be sent via electronic transmission, but with a hard copy also delivered via mail or

courier service, as follows:

A. To the Board

c/o Board Secretary/Business Administrator

Mailing Address: 50 Port Murray Rd., Port Murray, NJ 07865

Email: deangelop@mansfieldtsd.org

B. To Ms. Diana Mai

Mailing Address: 30 Thoroughbred Court, Bangor, PA 18013

Email: dianawestonmai@gmail.com

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XVIII. Required Approvals

This Contract is subject to prior approval by the Executive County Superintendent and a recorded roll call vote of the Board at a duly convened public meeting.

IN WITNESS WHEREOF, the parties or their duly authorized officers have set forth their signatures:

Diana Mai 3/12/24
Diana Mai Date

FOR THE MANSFIELD TOWNSHIP BOARD OF EDUCATION:

By: Constance Quinn, President Date

Attest:

Business/Adm./Sec'y