

**CONTRACT OF EMPLOYMENT**

*THA*  
**THIS CONTRACT OF EMPLOYMENT** is made and entered into this 3<sup>rd</sup> day of Jan, 2022, by and between the **WALL TOWNSHIP BOARD OF EDUCATION**, with offices located at 1620 18<sup>th</sup> Avenue, Wall, New Jersey (hereinafter the "Board")

and

**TRACY HANDERHAN, D.Litt.**, whose position is to be the Superintendent of Schools (hereinafter the "Superintendent").

**WITNESSETH**

**THIS CONTRACT OF EMPLOYMENT** replaces and supersedes all prior Contracts of Employment between the parties thereto. Signature of this Contract of Employment constitutes assent to a rescission of any and all prior Contracts of Employment as well as agreement to the terms herein.

**WHEREAS**, the Board and the Superintendent believe that a written Contract of Employment is necessary to specifically describe their relationship and to serve as the basis of effective communication between them; and

**WHEREAS**, the Board offered Dr. Handerhan the position of Superintendent, and she has accepted the Board's offer; and

**WHEREAS**, the Superintendent is the holder of an appropriate certificate as prescribed by the State Board of Education and as required by N.J.S.A. 18A:17-17; and

**WHEREAS**, the Board approved the terms of this Contract of Employment by a vote of its members at a scheduled meeting on Jan 3, 2022, and has authorized the President of the Board to execute this Contract of Employment. *THA*

**NOW, THEREFORE**, the Board and the Superintendent, for the consideration herein specified, agree as follows:

1. **TERM**

The Board hereby agrees to employ Dr. Tracy Handerhan as the Superintendent of the Wall Township Board of Education for the period beginning on July 1, 2022 and ending at 11:59 p.m. on June 30, 2026.

2. **CERTIFICATION AND RESPONSIBILITIES**

A. Certification:

The Superintendent shall maintain a current and valid certificate issued by the New Jersey Department of Education for the position of Superintendent of Schools. In the event the Superintendent's certificate issued by the Department of Education is revoked, this Contract of Employment is null and void as of the date of the certificate revocation.

The Superintendent further agrees to comply with all other legal requirements respecting the employment of a Superintendent.

B. Duties:

The Superintendent shall have general supervision over the schools and all attendant powers and duties as set forth by law. The Superintendent shall:

a. faithfully perform the duties of the Superintendent of Schools for the Board and serve as the chief school administrator and executive officer in accordance with the laws of the State of New Jersey, rules and regulations adopted by the State Board of Education, and policies which are adopted from time to time by the Board. The specific job description adopted by the Board, applicable to the position of Superintendent, is incorporated into this Contract of Employment and shall be followed by the Superintendent;

b. devote her full time, labor and attention to this employment during the terms of this Contract of Employment, and further agrees not to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties for compensation without notice to the Board. Should the Superintendent choose to engage in such outside activities on weekends, on her vacation time, or at other times when she is not required to be present in the district, she shall retain any honoraria paid. The Superintendent shall notify the Board President in the event she is going to be away from the District on District business for two (2) or more days in any week. Any time away from the District that is not for District business must be arranged in accordance with provisions in this Contract of Employment governing time off. The Board recognizes that the demands of the Superintendent's position require her to work long and irregular hours, and occasionally may require that she attend to District business outside of the District;

c. carry out the administration of instruction and business affairs of the district, with the assistance of staff, in accordance with the legal obligations required by law and the responsibilities as outlined above, including the job description;

d. to assume the responsibilities for the selection, recommendation of appointment, 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. 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. study and make recommendations with respect to all criticism and complaints, which the Board, either individually or collectively, shall refer to her in accordance with the responsibilities outlined above. The Superintendent shall have the right to contact the Board's attorney for legal assistance as the need arises in carrying out her duties;

f. attend appropriate professional meetings and conferences as a representative of the Board. The expenses incurred in connection with such meetings shall be subject to the provisions herein regarding reimbursement for professional expenses incurred by the Superintendent;

g. structure her working day and organization to ensure that all duties are performed and obligations met;

h. assume responsibility for the administration of the affairs of the School District, including but not limited to programs, personnel and fiscal operations, instructional programs, and all duties and responsibilities therein will be performed and discharged by the Superintendent or by staff at the Superintendent's direction;

i. have a seat on the Board and 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 her that her 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 which require her attendance thereof, and shall serve as advisor to the Board and said committees on all matters affecting the School District. Where the Superintendent has received a *Rice* notice and has opted to have the discussion in executive session, she shall have the right to address the Board in executive session and bring an attorney, or representative of her choosing, to represent her;

j. recommend regulations, rules, policies, and procedures deemed necessary for compliance with law and/or for the well-being of the School District;

k. perform all duties incident to the Office of the Superintendent and such other duties as may be prescribed by the Board from time to time. The Superintendent shall, at all times, adhere to all applicable federal and state statutes, rules, regulations, and executive orders, as well as district policies and regulations;

l. report to the Board of Education and adhere to directions from the Board of Education consistent with Board policy, the Job Description for the position of Superintendent of Schools, and with the performance and legal obligations as otherwise provided herein.

All duties assigned to the Superintendent should be appropriate to and consistent with the professional role and responsibilities of the Superintendent, and shall be set by Board policy and in the Job Description, which is incorporated herein by reference, for the Superintendent which may be modified from time to time, consistent with the intent set forth above. The Board shall not substantially increase the duties of the Superintendent by assigning her the duties or responsibilities of another position or title unless the parties agree upon additional compensation commensurate with such increase in duties, the additional compensation is reflected in an Addendum to this Employment Agreement, and such Addendum has been approved by the Executive County Superintendent.

### 3. **PROFESSIONAL GROWTH OF SUPERINTENDENT**

The Board encourages the continuing professional growth of the Superintendent through her participation as she and the Board might decide, in light of her responsibilities as the Superintendent, in the following ways:

- A. The operations, programs, and other activities conducted or sponsored by local, state, and national school administrator and/or school board associations, including but not limited to, conferences, conventions, and workshops;
- B. Seminars and courses offered by public or private educational institutions;
- C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform her professional responsibilities for the Board;
- D. Visits to other institutions; and
- E. Other activities promoting the professional growth of the Superintendent.

Expenses for meals, lodging, registration, and transportation for national or state conventions of recognized educational associations, workshops, seminars, and institutes to enhance the Superintendent's knowledge and expertise in the field of education and administration shall be paid for/reimbursed by the Board in accordance with law, and, exclusive of those workshops and conventions listed below, at the annual rate of up to Five Thousand Dollars (\$5,000.00). Such payments or reimbursements shall be made in accordance with OMB travel circular provisions, the general requirements of N.J.S.A. 18A:11-12, Board policy, and upon prior approval of the Board. The Superintendent shall follow Board policy and applicable law in supplying the necessary documentation for reimbursement.

In each year of the Contract of Employment, and in addition to the above, the Superintendent shall be entitled to attend the annual NJSBA/NJASA/NJASBO Workshop and Convention and the annual conference of the NJASA, and Techspo. Payments or reimbursements for the Superintendent's annual attendance at the conferences listed herein, which shall be in addition to the annual allotment of Five Thousand Dollars (\$5,000.00) noted above, shall be made in accordance with OMB travel circular provisions, the general requirements of

N.J.S.A. 18A:11-12, Board policy, and upon prior approval of the Board. The Superintendent shall follow Board policy and applicable law in supplying the necessary documentation for reimbursement.

#### 4. **COMPENSATION**

##### A. Salary:

For the 2022-2023 school year, the Board shall pay the Superintendent an annual salary of Two Hundred Twenty Thousand Dollars (\$220,000.00).

For the 2023-2024 school year, the Board shall pay the Superintendent an annual salary of Two Hundred Twenty-Six Thousand Six Hundred Dollars (\$226,600.00).

For the 2024-2025 school year, the Board shall pay the Superintendent an annual salary of Two Hundred Thirty-Three Thousand Three Hundred Ninety-Eight Dollars (\$233,398.00).

For the 2025-2026 school year, the Board shall pay the Superintendent an annual salary of Two Hundred Forty Thousand Four Hundred Dollars (\$240,400.00).

The annual salary shall be paid to the Superintendent in accordance with the payroll schedule for other certified employees.

##### B. Other Provisions:

During the term of this Contract of Employment, including any extension thereof, the Superintendent shall not be reduced in compensation, including salary and benefits. Any adjustment in salary made during the life of this Contract of Employment shall be in the form of an amendment, shall not be deemed that the Board and the Superintendent have entered into a new Contract of Employment, and shall require the prior approval of the Executive County Superintendent.

#### 5. **BENEFITS**

##### A. Vacation Days:

The Superintendent shall be granted Twenty-Five (25) vacation days annually, calculated and prorated on an annualized basis, all of which shall be available to the Superintendent on July 1 of each year of the Contract of Employment. The Superintendent shall document, with the Board Secretary, her use of accrued vacation days.

The Superintendent shall take her vacation time after giving the Board President reasonable notice. School vacations do constitute time off for the Superintendent. The Superintendent may take vacation days during the school year, upon notice to the Board President. The Superintendent is expected to attend to the business of the District as required for the smooth and efficient operation of the District.

The Board encourages the Superintendent to take her full allotment of vacation days each year. However, if business demands prohibit the Superintendent from using all of her allotted vacation days in a given year, she may carry over up to Twenty-Five (25) unused vacation days to be used during the next school year pursuant to law. Any vacation days carried over from the previous school year that are not used shall be forfeited. If the Superintendent does not complete a Contract of Employment year, the number of vacation days shall be prorated at 2.08 days per month for the completed months of service. If the Superintendent utilized days in excess of this rate, compensation for those days shall be deducted from the Superintendent's last check.

Vacation days not taken in a given school year because of duties directly related to a State of Emergency declared by the Governor may accumulate at the discretion of the Board pursuant to a plan established by the Board and the Superintendent, as per N.J.S.A. 18A:30-9. Any plan regarding the use and/or compensation of unused vacation leave where same is the direct result of a State of Emergency shall require the passage of a Board resolution outlining the plan.

Notwithstanding the language of Article 5A, paragraph 3 herein, the Board and the Superintendent expressly agree and acknowledge that due to the COVID-19 pandemic and the New Jersey Governor declared state of emergency during the 2020-2021 and 2021-2022 school years, the Superintendent was not able to use a total of Forty-Eight and One-Half (48.5) accumulated vacation days, specifically Twenty-Five (25) of her allotted vacation days from the 2020-2021 school year and Twenty-Three and One-Half (23.5) of her allotted vacation days from the 2021-2022 school year.

The Board and the Superintendent acknowledge that on June 21, 2022, and in accordance with the provisions of N.J.S.A. 18A:30-9 and N.J.A.C. 6A:23A-3.1, the Board passed a resolution to approve a plan to preserve the Superintendent's above noted Forty-Eight and One-Half (48.5) vacation days and permit the Superintendent to either use those Forty-Eight and One-Half (48.5) vacation days at any time prior to her separation from service with the District or to continue to preserve those vacation days in order to receive reimbursement for same at the rate of 1/260 of her annual salary at the time of her separation from service with the District.

**B. Holidays:**

The Superintendent shall be entitled to the holidays granted to other central office administrators in the District.

**C. Personal Days:**

The Superintendent shall be granted Five (5) personal days annually, without loss of salary, calculated and prorated on an annualized basis, all of which shall be available to the Superintendent on July 1, to attend to personal business during the school day. Personal days may be taken during the school year with prior notice to the Board President. As much advance notice as possible of the request to take personal time will be given. Personal day usage shall be reflected on time-off slips filed with the Board Secretary.

Unused personal days shall convert to sick days provided that the Superintendent is not permitted to accumulate more than Fifteen (15) sick days in a given Contract of Employment year.

D. Sick Leave:

The Superintendent shall be granted Twelve (12) sick days annually, calculated and prorated on an annualized basis, all of which shall be available to the Superintendent on July 1. The unused portion of such sick leave, at the end of any Contract of Employment year, shall be cumulative. Unused sick leave may be accumulated from year to year.

At the time the Superintendent initially commenced employment with the District, on or about July 1, 2020, the Superintendent was permitted to transfer Thirty-Five (35) sick days from her previous employment. Such days were recorded separately from regular sick leave days, as set forth above, and shall not be eligible for any payments upon retirement from the District. These Thirty-Five (35) days shall only be used after the annual sick leave days have been exhausted.

E. Bereavement Leave:

The Superintendent shall be granted up to Five (5) days at any one time in the event of the death of her spouse, child, parent, brother, sister, aunt, uncle, parent-in-law, or any other member of her immediate household. The Superintendent shall be granted up to two (2) days at any one time in the event of the death of her grandparent or in the event of the death of a sister or brother of the Superintendent's spouse, and any other member of the immediate family. Additional bereavement leave may be granted at the discretion of the Board.

F. Health Benefits:

The Board shall provide health benefits coverage (including medical, dental, and prescription coverage) for the Superintendent, her spouse, and her dependents. With respect to medical and prescription coverage, the Superintendent shall be responsible for contributing an amount established by P.L. 2020, Chapter 44. With respect to dental coverage, the Superintendent shall be responsible for contributing an amount established by P.L. 2011, Chapter 78 (Tier IV) toward the payment of dental benefit premiums. The contribution shall be made through payroll deduction.

The Superintendent may waive coverage in any of the health benefit plans if covered through a spouse, civil union or domestic partner's health plan, and in accordance with procedures established by the Board. The Superintendent will be paid the lesser of Twenty-Five Percent (25%) or Five Thousand Dollars (\$5,000.00) of the cost of said coverage for waiving such coverage.

G. Professional Membership Fees:

The Board shall pay one hundred percent (100%) of the Superintendent's membership fees

for professional dues in the following professional associations: NJASA, AASA, ASCD, and the Monmouth County Administrators Association and/or other organizations deemed important by the Superintendent and the Board.

H. Subscriptions:

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

I. Expense Reimbursement:

The Board shall reimburse the Superintendent for expenses incurred for travel and sustenance in the performance of the Superintendent's duties under this Contract of Employment in accordance with law. Mileage shall be paid from mileage vouchers according to "New Jersey Office of Management and Budget" (OMB) rates per mile. The Superintendent shall be reimbursed for expenses pursuant to Board policy, upon prior approval of the Board, and pursuant to N.J.S.A. 18A:11-12 and regulations promulgated thereunder. Expense reimbursement shall not include travel to and from the Superintendent's residence to the district.

J. 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 her return to the District in the event of an unplanned absence, with the Board Secretary or with the designated staff member in charge of maintaining District attendance record each time any leave is taken. The Superintendent and the Board President shall periodically review the Superintendent's record to assure correctness.

K. Disability Income-Protection Insurance:

The Board shall reimburse the Superintendent in the sum of Three Thousand Nine Hundred Dollars (\$3,900.00) annually for the cost of her long-term disability insurance which shall provide a Thirty Day (30) waiting period and yields a monthly benefit of not less than Ten Thousand Dollars (\$10,000.00).

L. Technology:

The Superintendent shall be provided with a lap-top and smart phone, at the District's expense, for use in the carryout of her duties. The lap-top and smart phone shall remain the property of the Board and shall be returned to the Wall Township School District at the end of the Superintendent's employment with the Board.



6. **RETIREMENT OR SEPARATION FROM SERVICE**

A. Accumulated Unused Sick Days:

Upon the Superintendent's retirement from employment with the District, the Board will pay all unused, accumulated sick days earned while an employee of the Board, in accordance with law and with Article 5D herein. Payment shall be calculated at the Superintendent's daily rate of pay, at the time of the Superintendent's retirement from the District, based upon a 260-day work year, following her last day of employment. Pursuant to N.J.S.A. 18A:30-3.5, payment shall not exceed \$15,000.00.

B. Accumulated Unused Vacation Days:

Upon the Superintendent's separation from employment with the District or retirement from employment with the District, the Board shall reimburse the Superintendent for all accumulated unused vacation days earned while an employee of the Board, in accordance with law.

In addition to the above referenced vacation days, the Board and the Superintendent agree that in accordance with Article 5A herein, if the Superintendent does not use the Forty-Eight and One Half (48.5) vacation days referenced in Article 5A, paragraph 5, prior to her separation from employment with the District, the Board shall reimburse the Superintendent for those Forty-Eight and One-Half (48.5) accumulated unused vacation days in addition to all other accumulated unused vacation days earned while an employee of the Board, and as referenced in Article 6B, paragraph 1 of this Contract of Employment. Payment shall be calculated at the Superintendent's daily rate of pay, at the time of the Superintendent's separation from employment with the District, based upon a 260-day work year, following her last day of employment.

C. Payment to Estate:

If the Superintendent dies before her Contract of Employment year is completed, payment for any accumulated unused vacation days due to the Superintendent shall be made to her estate in accordance with law.

7. **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 full membership of the Board. A copy of the evaluation shall be provided to the Superintendent, and the Superintendent and the Board shall meet to 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 be 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 Superintendent's personnel file upon the Superintendent's request. On or before June 1 of each year of this Contract of Employment, 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 of Employment. The Superintendent shall propose a schedule for evaluation for the next year to the Board President by the annual organization meeting each year.

Within Sixty (60) days of the commencement of this Contract of Employment, the parties shall meet to establish the District's goals and objectives for the ensuing school year. Said goals and objectives shall be reduced to writing and shall be among the criteria by which the Superintendent is evaluated, as hereinafter provided. On, or prior to, June 1 of each succeeding school year, the parties will meet to establish the District's goals and objectives for the next succeeding school year, in the same manner and with the same effect as heretofore described.

The parties also agree that the Board shall not hold any discussions or take any adverse action regarding the Superintendent's employment unless the Superintendent is given written notice at least 48 hours in advance. In addition, the Board shall not hold any discussions regarding 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.

## **8. EXTENSION OF CONTRACT OF EMPLOYMENT**

Any extension of this Contract of Employment shall be by mutual agreement of the parties and must be set forth in a written agreement signed by the parties and upon the prior approval of the Executive County Superintendent.

## **9. TERMINATION OF CONTRACT OF EMPLOYMENT**

A. This Contract of Employment shall terminate, the Superintendent's employment will cease, and no compensation shall thereafter be paid, under any one of the

following circumstances:

- i. Failure to possess/obtain proper certification;
  - ii. Revocation or suspension of the Superintendent's certificate, in which case this Contract of Employment shall be null and void as of the date of revocation, as required by N.J.S.A. 18A:17-15.1;
  - iii. Forfeiture under N.J.S.A. 2C:51-2;
  - iv. Mutual agreement of the parties;
  - v. Notification in writing by the Board to the Superintendent at least One Hundred Twenty (120) days prior to the expiration of this Contract of Employment of the Board's intent not to renew this Contract of Employment; or
  - vi. Mutual misrepresentation of employment history, educational and professional credentials, and criminal background in accordance with N.J.S.A. 18A:17-15 et seq.
- 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 her pending resolution of the criminal charges. Such suspension shall be with pay prior to indictment, and may be with or without pay, at the Board's discretion, subsequent to indictment, unless the Board certifies contractual tenure charges.
- C. Nothing in this Contract of Employment shall affect the Board's rights with respect to suspension under N.J.S.A. 18A:6-8.3 and applicable case law.
- D. The Superintendent may terminate this Contract of Employment upon at least Ninety (90) calendar days written notice to the Board, filed with the Board Secretary, of her intention to resign.
- E. The Superintendent shall not be dismissed or reduced in compensation during the term of this Contract of Employment, 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 her duties in accordance with N.J.S.A. 18A:27-9, so long as it continues to pay her 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.

10. **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 the her individual capacity or in her official capacity as an 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 the Superintendent's employment. If, in the good faith opinion of the Superintendent, a conflict exists in regard to the defense of any claim, demand or action brought against her, and the position of the Board in relation thereto, the Superintendent may engage her own legal counsel, in which event the Board shall indemnify the Superintendent for the reasonable costs of her legal defense. The Board further agrees to cover the Superintendent under the Board's liability insurance policies, including employment practices liability coverage.

11. **RENEWAL – NON-RENEWAL**

This Contract of Employment shall automatically renew for a term of Four (4) calendar years, expiring June 30, 2030, unless either of the following occurs:

- A. The Board by Contract of Employment reappoints the Superintendent for a different term allowable by law;
- B. The Board notifies the Superintendent in writing, prior to One Hundred Twenty (120) days prior to the expiration of this Contract of Employment that she will not be reappointed at the end of the current term, in which case her Contract of Employment shall cease upon the expiration of this Contract of Employment; or
- C. In accordance with such laws and regulations that would require nullification of this Contract of Employment.

12. **COMPLETE AGREEMENT**

This Contract of Employment embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties and the prior approval of the Executive County Superintendent.

13. **MODIFICATION**

The terms and conditions of this Contract of Employment shall not be modified except by the written consent of both Parties hereto and after review and approval by the Executive County Superintendent. Any amendments to this Contract of Employment shall not create a new Contract of Employment or Contract term but shall only constitute an amendment to the existing Contract of Employment.

14. **CONFLICTS**

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

15. **SAVINGS CLAUSE**

If during the term of this Contract of Employment, it is found that a specific clause of the Contract of Employment is contrary to federal or state law, the remainder of the Contract of Employment not affected by such a ruling shall remain in force.

16. **RELEASE OF PERSONNEL INFORMATION, PERSONNEL RECORDS**

The Superintendent shall have the right, upon request, to review the contents of her personnel file and to receive copies at Board expense of any documents contained therein. She shall be entitled to have a representative accompany her during such review. At least once every year, the Superintendent shall have the right to indicate those documents and/or other materials in her file that she believes to be obsolete or otherwise inappropriate to retain; and, upon final approval of the Board, such documents identified by her shall be destroyed.

No material derogatory to the Superintendent's conduct, service, character, or personality shall be placed in her personnel file unless she has had an opportunity to review the material by affixing her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Superintendent shall also have the right to submit a written answer to such material.

WHEREAS, the Superintendent approves the terms and conditions of this Contract of Employment, and agrees to be bound by same; and

WHEREAS, this Contract of Employment has been approved by a vote of the Members of the Board of Education at its meeting of Jan 3, 2022<sup>3</sup>, said action having been made a part of the official minutes of that meeting.

EECS 03JAN2023  
[Signature]

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

[Signature]  
Witness:

[Signature]  
Tracy Handerman, D.Litt.  
Superintendent of Schools

[Signature]  
Witness:

[Signature]  
Board of Education  
Christine Steitz Board President