



**State of New Jersey**  
DEPARTMENT OF EDUCATION

CHRIS CHRISTIE  
*Governor*

KIM GAUDAGNO  
*Lt. Governor*

OCEAN COUNTY OFFICE OF EDUCATION  
212 WASHINGTON STREET, PO BOX 2191  
TOMS RIVER, NJ 08754-2191  
(732) 929-2079 FAX (732) 506-5336  
[www.nj.gov/education](http://www.nj.gov/education)

DAVID C. HESPE  
*Commissioner*

TODD C. FLORA  
*Interim Executive County Superintendent*

May 21, 2015

Mrs. Sandra Soles, President  
Plumsted Township School District  
117 Evergreen Road  
New Egypt, NJ 08733-1316

Dear Mrs. Soles:

I have reviewed the employment contract for Ms. Stephanie Bilenker, Interim Superintendent of Schools, 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, 2015 through July 1, 2016.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Todd C. Flora".

Todd C. Flora, MA.Ed., Ed.S.  
Interim Executive County Superintendent  
Ocean County

Cc: Ms. Stephanie Bilenker, Interim Superintendent of Schools  
Mr. Sean Gately, School Business Administrator/Board Secretary

**PLUMSTED TOWNSHIP BOARD OF EDUCATION  
INTERIM SUPERINTENDENT EMPLOYMENT CONTRACT  
FOR THE PERIOD OF JULY 1, 2015 TO 12 A.M. JULY 1, 2016 or as  
extended**

**THIS AGREEMENT**, made on this \_\_\_\_ day of \_\_\_\_\_, 2015, by  
and between:

**THE BOARD OF EDUCATION OF THE PLUMSTED TOWNSHIP SCHOOL DISTRICT**, located at 117 Evergreen Road, New Egypt, New Jersey 08533, hereinafter referred to as the "Board" or "District"

and

**Stephanie Bilenker**, residing at 11 Pink Star Court, Manalapan, NJ 07726, hereinafter referred to as "Interim Superintendent",

who together at times may be referred to as "the parties".

**W I T N E S S   T H A T :**

The Board and the Interim Superintendent agree and acknowledge the following:

A. The Board of Education of the Plumsted Township School District is a corporate body politic governed by N.J.S.A. 18A:1-1 et seq.

B. The Board wishes to appoint Stephanie Bilenker as Interim Superintendent of Schools for the period of July 1, 2015, to 12 a.m. July 1, 2016.

C. Stephanie Bilenker, desires to accept such employment and does hereby accept such employment for the period of July 1 1, 2015, to 12 a.m. July 1, 2016 , upon the terms and conditions hereinafter set forth which terms and conditions the Board and the

Interim Superintendent believe and intend to be consistent with the requirements of N.J.S.A. 18A:1-1 et seq. and applicable sections of N.J.A.C. 6A:1-1 et seq. as they currently exist.

D. The Board and the Interim Superintendent are mindful of the provisions of N.J.S.A. 18A:17-15 et seq. and wish and intend to contract with one another and be bound in accordance with the terms of this Contract and the provisions of the statute and rules and regulations of the State Board of Education.

E. The Board and the Interim Superintendent believe that this written Employment Contract will serve the purpose of mutual understanding and help to provide for a harmonious relationship between the Board and the Interim Superintendent to the end that continuous and efficient services will be rendered by both parties, for the benefit of both and for the benefit of the students and residents of the District.

F. The Board and the Interim Superintendent believe that this written Employment Contract will enhance administrative stability and continuity within the District, which the Board and the Interim Superintendent believe generally improves the quality of the District's overall educational programs.

G. The Board and Interim Superintendent believe that a written Employment Contract is necessary to describe 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 educational program of the District.

**NOW, THEREFORE,** in consideration of the above stated acknowledgments and of the mutual terms, promises and covenants contained herein, the parties agree as follows:

1. **Term.** The term of employment pursuant to this Contract shall commence on July 1, 2015, and terminate at 12 a.m. on July 1, 2016.

The parties acknowledge that this contract must be approved by the Ocean County Executive County Superintendent in accordance with applicable law and regulation.

The parties agree that this Contract for Interim Superintendent services may be extended by mutual agreement between the parties under the same terms and conditions as those set forth in this Contract for an extended period of time as allowable for an Interim Superintendent to serve in the position of Interim Superintendent in accordance with pension statutes, but in no event shall the extension be beyond January 5, 2017.

2. **Certification and Responsibilities/Duties.**

A. **Certification.** The Interim Superintendent represents to the Board and the Board believes that the Interim Superintendent currently possesses a valid, appropriate New Jersey Administrative Certification and School Administrator Endorsement

allowing the Interim Superintendent to act as a superintendent of schools in the State of New Jersey.

In accordance with the requirements of N.J.S.A. 18A:17-15.1, if at any time during the term of this Contract, the Interim Superintendent's Certification(s) allowing the Interim Superintendent to serve as a Superintendent is/are revoked, this Contract shall be null and void as of the date of the revocation.

B. Responsibilities/Duties.

1. The Interim Superintendent agrees to perform faithfully the assigned duties for the Board as described by the laws of the State of New Jersey and the State Board of Education and by the rules, policies and regulations of the Board and in accordance with such statutes or rules, policies and regulations that may become effective during the term of this Contract.

2. In accordance with N.J.S.A. 18A:17-20, the Interim Superintendent shall be the chief executive and administrative officer of the Board and shall have general supervision over all aspects, including the fiscal operations and the instructional programs, of the schools of the Plumsted Township School District under rules and regulations prescribed by the State Board of Education. The Interim Superintendent shall keep informed as to the condition and progress of the foregoing operations and programs and shall report thereon, from time to time, to, and as directed by, the Board. Except as otherwise provided herein, the

Interim Superintendent shall have such other powers and perform such other duties as may be prescribed by the Board.

3. The Interim Superintendent shall have a seat on the Board and the right to speak on all matters at meetings or committee meetings of the Board; however, the Interim Superintendent shall have no vote.

4. The specific job description adopted by the Board, and as may be amended by the Board, in consultation with the Interim Superintendent applicable to the position of Superintendent of Schools, is incorporated by reference into this Contract.

5. The Interim Superintendent shall arrange the administrative and supervisory staff of the District including instruction and business affairs, which in the Interim Superintendent's judgment, best serve the District. The Interim Superintendent has responsibility for the selection, renewal, placement, removal and transfer of personnel, subject to approval of the Board, by recorded roll call majority vote of the full membership of the Board after the recommendation of the Interim Superintendent, and subject to applicable Board policies and directives. The Board shall not withhold its approval of any Interim Superintendent recommendation relating to these matters for arbitrary or capricious reasons and shall act in accordance with N.J.S.A. 18A:27-4.1.

6. The members of the Board, individually and collectively, shall refer to the Interim Superintendent 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 Interim Superintendent to study, recommend, or take action.

7. Except as otherwise provided herein, the Interim Superintendent shall devote the Interim Superintendent's full time, skills, labor, and attention to this employment during the term of this Contract. The Interim Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties for compensation with prior notice to the Board and provided the Interim Superintendent is able to perform all her responsibilities and duties required by this Contract.

8. The Interim Superintendent shall notify the Board President in the event the Interim Superintendent intends to be away from the District on District business for more than one (1) day. Any time away from the District that is not for District business must be arranged in accordance with provisions in this Contract governing Interim Superintendent time off. The Board recognizes that the demands of the Interim Superintendent's position require the Interim Superintendent to work long and irregular hours

and the Board recognizes the need for the Interim Superintendent to have some level of flexibility to adjust the Interim Superintendent's office hours.

9. The Interim Superintendent shall attend all regular and special meetings of the Board (except where a Rice notice has been served upon the Interim Superintendent notifying the Interim Superintendent that the Interim Superintendent's employment will be discussed in closed session, and the Interim Superintendent has not requested that the meeting be conducted in public), and all committee meetings of the Board, and shall serve as advisor to the Board and to Board committees on all matters affecting the District.

10. The Interim Superintendent shall have the authority 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.

11. The Interim Superintendent shall 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 Interim 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.

12. The Interim Superintendent shall have the right to legal assistance in carrying out the Interim Superintendent's duties through use of the Board's attorney. The



Interim Superintendent shall have the right to make recommendations to the Board or any committee with respect to any proposed action or policy. In the absence of the Interim Superintendent, the Interim Superintendent's designee as contemplated by the District's Table of Organization shall have the authority to make recommendations to the Board.

13. All duties assigned to the Interim Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Interim Superintendent, and shall be set by Board policy and in the appropriate job description which may be modified from time to time, consistent with the intent of this Contract.

14. Notwithstanding the foregoing, the Board shall have the right to conduct private closed sessions pursuant to the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., without the attendance of the Interim Superintendent to discuss the Contract negotiations with the Interim Superintendent as well as the Interim Superintendent's performance. In the event the Board intends to take action in public which may be adverse to the Interim Superintendent's employment (adverse public action), the Board shall not hold any discussion regarding the adverse public action unless the Interim Superintendent is given written notice at least forty eight (48) hours in advance and the Interim Superintendent is permitted the opportunity to address the Board in any such closed

session held to discuss the adverse public action, provided the Interim Superintendent is available to participate, and is permitted to have a representative of the Interim Superintendent's choosing speak on the Interim Superintendent's behalf. The Board shall not hold any discussions of the Interim Superintendent's performance or that may adversely affect the Interim Superintendent's employment in public session, unless the Interim Superintendent requests that such discussions be held in public pursuant to the Open Public Meetings Act.

3. **Salary.**

A. The Board and Interim Superintendent agree and acknowledge that the annual base salary for the Superintendent for the period July 1, 2015 through July 1, 2016 is One Hundred Fifty Five Thousand Dollars.

B. The Superintendent's annual salary shall be paid to the Interim Superintendent in accordance with the schedule of salary payments in effect for other certified employees of the District.

C. No salary increase of any kind shall take effect on midnight (12 a.m.) of July 1, 2016 (when this Contract term expires), unless the parties have agreed to a Contract extension that specifically provides for an increase in salary. The terms of the extension shall govern all increases to take effect on and after July 1, 2016. Any extension or modification of this Contract shall

comply with the notice provisions of P.L. 2007 c. 53, the "School District Accountability Act", N.J.S.A. 18A:11-11, as well as review requirements by the Executive County Superintendent as provided in N.J.A.C. 6A:23A-3.1.

D. This contract does not contain any provisions for a merit bonus in accordance with the provisions of N.J.A.C. 6A:23A-3.1(e)10.

E. During the term of this Contract, the Interim Superintendent shall not be reduced in compensation except as may be provided by law. To the extent permitted by current statute and regulation, including N.J.A.C. 6A:23A-1.2, in no event shall the Interim Superintendent's salary, leave time, medical and/or other insurance and/or any other form of compensation and benefits be less than that provided any other employee within the District.

4. **Benefits in Addition to Salary.**

A. 1. Sick Leave and Personal Days. The Interim Superintendent shall receive no less than twelve (12) sick days leave annually. There shall be no payment at the conclusion of the contract for unused sick days.

2. The Interim Superintendent is granted three (3) personal days with pay for the contract period. Personal days may be taken when school is in session during the school year (September through following June) with the prior permission of the Board President which permission shall not be unreasonably withheld.

As much advance notice as possible of the request to take such personal time shall be given by the Interim Superintendent. Personal day usage shall be reflected on time-off slips filed by the Interim Superintendent with the Business Administrator. There shall be no payment at the conclusion of the contract for unused personal days.

B. Vacation/Holidays.

1. The Interim Superintendent shall receive twenty (20) work days of vacation annually with pay which days shall be exclusive of school holidays as well as winter and spring recesses as set forth in the Board approved annual school calendar subject to performance of duties by the Interim Superintendent or appropriate designee in the event of emergency. There shall be no payment at the conclusion of the contract for unused vacation days.

2. Except as otherwise provided, the Interim Superintendent shall take vacation time during periods when school is not in session, only after giving the Board President no less than thirty calendar days (30 calendar days) notice and at times when the District has adequate central office administrative coverage in the absence of the Interim Superintendent. The Interim Superintendent may take vacation days during the school year when school is in session with the permission of the Board President as single days, half-days, or in the event of an emergency. If the Interim Superintendent wishes to take more than three (3)

consecutive vacation days during periods when school is in session, the Interim Superintendent shall request permission from the Board President no less than two weeks (14 calendar days) prior to the date such vacation is proposed to commence. The Board President shall not unreasonably withhold granting permission to take such vacation. Vacations shall be taken by the Interim Superintendent with the understanding by the Interim Superintendent and the Board that the Interim Superintendent is expected to attend to the business of the District as required for the smooth and efficient operation of the District.

3. The Board, through the Business Administrator's office, shall be responsible for maintaining written documentation of the Interim Superintendent's earned and accrued vacation days. The Interim Superintendent shall document the use of accrued vacation days with the Business Administrator.

4. The Interim Superintendent shall be entitled to time off with pay for all holidays as well as winter and spring recesses as set forth in the Board approved annual school calendar subject to performance of duties by the Interim Superintendent or appropriate designee in the event of emergency. In addition, the Interim Superintendent shall receive the following days as holidays: Independence Day (July 4) and Labor Day.

5. The Interim Superintendent shall be entitled to the winter and spring school recess/breaks as and if provided in the Board approved annual school calendar. However, if the annual school election is to be held within seven (7) days before or seven (7) days after any school recess/break, the Interim Superintendent may, at the direction of the Board through notification from the Board President be required to work during the school recess/break and, if so directed, shall work during the school recess/break.

6. The Interim Superintendent shall be responsible for filing a time-off slip, in advance of the time off, as provided in this Contract, or immediately upon the Interim Superintendent's return to the District in the event of an unplanned absence, with the Business Administrator each time any leave is taken. The Interim Superintendent and Board President will periodically review the Superintendent's attendance record to assure correctness.

C. Medical Benefits. The Interim Superintendent has waived all claims to coverage as a retiree under the State of New Jersey Teacher's Pension and Annuity Fund.

D. Membership Fees. Membership fees for which payment is to be made by the Board shall be limited to the New Jersey Association of School Administrators (NJASA) and Ocean County

Administrators Association (Ocean County Roundtable) and shall not exceed Two Thousand Dollars (\$2,000.00) annually.

E. Publications The Interim Superintendent may subscribe to appropriate educational and/or professional publications to be paid by the Board within the limit set in the Board's annual budget.

F. Automobile Use Reimbursement. In light of the unique nature of the Interim Superintendent's responsibilities, the Interim Superintendent shall be reimbursed for actual mileage when using the Interim Superintendent's personal vehicle for Board business at the rate annually established by the New Jersey OMB circular (the State rate). The Interim Superintendent shall follow Board policy in supplying the necessary documentation when seeking reimbursement.

G. Statutory Annuity Salary Reduction Program. The Interim Superintendent shall have the right at any time prior to the commencement of, or at any time during the Interim Superintendent's employment, to take a reduction in salary and require the Board to use an amount corresponding to such reduction to purchase a tax sheltered annuity and/or mutual fund investment in accordance with N.J.S.A. 18A:66-127 et seq. and applicable tax laws, including Sections 403(b) and 457(b) of the Federal Internal Revenue Code. The maximum amount of reduction in salary authorized shall be the

maximum tax deferral amount permitted by the Federal Internal Revenue Code.

H. District Owned Equipment. The Interim Superintendent shall have the right to use such District owned office and personal communication equipment as may be necessary for the Interim Superintendent to perform the Interim Superintendent's functions. The Board acknowledges that such equipment may be used personally by the Interim Superintendent but with no expense to the Board. Any expense incurred by the Board for personal use by the Interim Superintendent shall be reimbursed to the Board by the Interim Superintendent. The Interim Superintendent also acknowledges that any use by the Interim Superintendent shall not be for illegal purposes. The Board shall maintain and update the hardware and software for computers provided to the Interim Superintendent.

I. Documentation/Record Keeping. The Interim Superintendent shall be responsible for filing a time off slip, in advance of the time off permitted in this Contract or immediately upon the return of the Interim Superintendent to the District in the event of an unplanned absence. The time off slip shall be filed with the Business Administrator each time any leave is taken. The Interim Superintendent shall periodically review the record of the Business Administrator to insure correctness.

5. Professional Liability. The Board shall defend, hold harmless and indemnify the Interim Superintendent from any and all



demands, claims, suits, actions and legal proceedings brought against the Interim Superintendent individually or in the Interim Superintendent's official capacity as agent or employee of the Board, provided the matter giving rise to such claim arose while the Interim Superintendent was acting within the scope of the Interim Superintendent's employment; and as such, liability insurance coverage is within the authority of the Board to provide pursuant to Title 18A.

6. **Medical Examination.**

A. Disability of the Interim Superintendent. In the event of disability by illness or incapacity, after the Interim Superintendent's sick leave has been exhausted, compensation shall be reinstated after the Interim Superintendent has returned to employment and undertaken the full discharge of Interim Superintendent duties. If a question exists concerning the capacity of the Interim Superintendent to return to full duty, the Board may require the Interim Superintendent to submit to a medical examination to be performed by a doctor licensed to practice medicine. The Board and the Interim Superintendent shall mutually agree upon the physician who shall conduct the examination. The examination shall be done at the expense of the Board. The physician shall limit the report to those factors that prohibit the Interim Superintendent from performing the duties of the Interim Superintendent. In the event the Board and the Interim

Superintendent are unable to agree upon the physician who shall conduct the examination, then the examination shall be conducted in accordance with the provisions of Title 18A and Title 6A of the New Jersey Administrative Code relating to medical examinations of teaching staff members.

7. **Board Goals and Objectives.** The goals and objectives shall be reduced to writing and be amongst the criteria by which the Interim Superintendent is evaluated, as hereinafter provided. On or prior to June 1 of each succeeding school year, the Board and Interim Superintendent will meet to establish the Board's goals and objectives for the next succeeding school year (September 1 through the following June 30), in the same manner, and with the same effect, as described in this section.

The Interim Superintendent shall update the Board on the status of the Board's goals and objectives periodically but no less than during the month of February of each Contract year.

8. **Evaluation.** The Board shall evaluate the performance of the Interim Superintendent at least once a year. Each evaluation shall be in writing with a copy provided to the Interim Superintendent and the Interim Superintendent and the Board shall meet to discuss the findings. The Board may meet in closed session to discuss the evaluation and the Interim Superintendent's performance. The evaluations shall be based upon the criteria adopted by the Board, the goals and objectives of the District, the

academic achievement in the District as reflected in the goals and objectives, the responsibilities of the Interim Superintendent as set forth in the job description for the position of Superintendent and such other criteria as the State Board of Education or the New Jersey Commissioner of Education shall prescribe by regulation. The Interim Superintendent shall propose a schedule for evaluation to the Board President by February 1 of each year which shall include any scheduling required by this Contract.

In addition, the Board and Interim Superintendent shall have periodic opportunities to discuss Board-Superintendent relationships. Subject to the provisions of the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., the Board and the Interim Superintendent shall conduct private discussions of the working relationships between the Board and the Interim Superintendent as well as discussion of goals for the ensuing year. Either the Board or the Interim Superintendent may initiate these discussions at any time.

On or before June 30 of each year, the Board and Interim Superintendent shall meet in closed, executive session for the purpose of mutual evaluation of the Board and Interim Superintendent. Before final action to approve the annual evaluation, the Board shall supply the Interim Superintendent with a copy of the Interim Superintendent's proposed written evaluation which shall include areas of strengths and weaknesses and which

shall provide direction as to areas of performance in need of improvement. The final annual evaluation shall be approved by the Board in closed session prior to the annual school district election.

In the event the Board determines that the performance of the Interim Superintendent is less than satisfactory in any respect, it shall describe in writing, in reasonable detail, the specific instances of less than satisfactory performance. The evaluation shall include recommendations as to the areas of improvement in all instances where the Board deems the Interim Superintendent's performance to be less than satisfactory. The Interim Superintendent shall have the right to respond in writing to the evaluation. This evaluation and response shall become a permanent part of the Interim Superintendent's personnel file.

9. **Interim Evaluations.** In addition to the annual evaluation, the Board may conduct interim evaluations. The interim evaluations shall be based upon the same criteria used during the annual evaluation process but may be in the form of a written summary of comments of Board members made during a confidential Board meeting(s) for the purpose of conducting an interim evaluation.

10. **Continuing Education.** The Interim Superintendent shall make request to the Board for prior permission to attend any professional development programs as to the following:

A. The operations, programs, and other activities conducted or sponsored by local, state and national school administrators and school board associations;

B. Seminars and courses offered by public or private educational institutions;

C. Informational meetings with other persons whose particular skills or background would serve to improve the capacity of the Interim Superintendent to perform Interim Superintendent's professional responsibilities for the Board;

D. Visits to other institutions; and

E. Other activities promoting the professional growth of the Interim Superintendent.

To this end, the Board shall permit a reasonable amount of release time for the Interim Superintendent, as the Board deems appropriate, to attend such functions and matters. The Board shall reimburse all necessary travel, registration and sustenance expenses for the Interim Superintendent for these functions and matters.

The Board has discretion to deny any request to attend professional development programs requested by the Interim Superintendent.

The provisions of this Paragraph 10 are subject to compliance by the parties with the requirements of N.J.S.A. 18A:11-12 and applicable regulations implementing the statute, if any.

11. **Termination of Employment Contract**

A. This Contract shall terminate, the Interim Superintendent's employment shall cease, and no salary shall thereafter be paid, under any one of the following circumstances:

(1) Failure of the Interim Superintendent to possess/obtain proper certification;

(2) Revocation or suspension of the Interim Superintendent's certificate;

(3) Forfeiture under N.J.S.A. 2C: 51-2;

(4) Mutual agreement of the parties;

(5) Notification in writing by the Board to the Interim Superintendent, at least sixty (60) calendar days prior to the expiration of this Contract, of the Board's intent not to renew this Contract;

(6) Fraudulent misrepresentation by Interim Superintendent of employment history, educational and professional credentials, and criminal background; or

(See D below)

B. In the event the Interim 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 and/or give notice pursuant to Section A.(5) above to terminate this contract. 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 Interim Superintendent may terminate this Employment Contract upon at least sixty (60) calendar days written notice to the Board, filed with the Board Secretary, of intention to resign.

12. **Facilities.** The Board shall provide for the use of the Interim Superintendent a private office, adequate stenographic help and such other facilities and services as the Board shall determine to be suitable to the Interim Superintendent's position and adequate for the performance of the Interim Superintendent's duties as outlined in this Contract.

13. **Release of Personnel Information.** The Board acknowledges and agrees that the Open Public Records Act and case law interpreting it governs disclosure of personnel records. Pursuant to the Open Public Records Act, the only personnel information in connection with the Interim Superintendent's employment with the District which is deemed public is (1) her name; (2) title; (3) salary; (4) payroll record; (5) length of service; (6) position; (7) date of separation from government service and reason; ; (8) data indicating conformity with specific experiential,

education and medical qualification required for employment (exclusive of detailed medical or psychological information). All other information, except as otherwise provided by law, is deemed confidential and shall not be released to the public absent a written release by the Interim Superintendent, or by a lawful order of a court of competent jurisdiction.

The Interim 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 in the file. The Interim Superintendent shall be entitled to have a representative accompany the Interim Superintendent during any review. At least once every year, the Interim Superintendent shall have the right to indicate those documents and/or other materials in the Interim Superintendent's file that the Interim Superintendent believes to be obsolete or otherwise inappropriate to retain; and, upon final approval of the Board and subject to the requirements of the New Jersey Open Public Records Act and the New Jersey Records Destruction Act, such documents identified by the Interim Superintendent shall be destroyed.

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



Interim Superintendent has had the opportunity to review such material by affixing the Interim Superintendent's signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Interim Superintendent shall also have the right to submit a written answer to such material.

14. **Conflicts.** 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 State or Federal law, then unless prohibited by law, the terms of this Employment Contract shall control over the contrary provisions of the Board's policies or any permissive law during the term of the Contract.

15. **Severability.** It is the intention of the parties that the terms and conditions of this Contract shall be consistent and in full compliance with the provisions of N.J.S.A. 18A:1-1 et seq., the laws of the State of New Jersey and the rules and regulations of the New Jersey Department of Education. This Contract shall be construed accordingly. If any provision of this Contract is determined by any court or reviewing agency to be invalid or inconsistent with the law, it is the intention of the parties that all valid provisions which are severable from the invalid provisions shall remain in effect and that this Contract shall continue to be effective to the full extent that it is consistent with the law.

16. Amendments. No amendments or additions to this Contract shall be binding upon the parties unless in writing and signed by both parties.

17. Entire Agreement. This Contract contains the entire understanding of the parties and there are no representations, warranties, covenants, promises or undertakings other than those expressly set forth herein. This Contract is intended to be binding on the successors, assigns and legal representatives of the parties hereto.

**IN WITNESS WHEREOF,** the parties have hereto executed this Contract the day and year first above written.

ATTEST:

PLUMSTED TOWNSHIP BOARD OF EDUCATION

\_\_\_\_\_  
Sean Gately, Secretary

By \_\_\_\_\_  
Sandra Soles, President

WITNESS:

\_\_\_\_\_  
Stephanie Bilenker  
Interim Superintendent