

CONTRACT OF EMPLOYMENT

THIS CONTRACT OF EMPLOYMENT is made and entered into this 27th day of April, 2026, by and between the **SPRING LAKE BOARD OF EDUCATION**, with offices located at 411 Tuttle Avenue, Spring Lake, New Jersey 07762 (hereinafter "the Board")

and

CARLOS GRAMATA, Jr., whose position is to be the Superintendent of Schools/Principal (hereinafter "Superintendent/Principal").

WITNESSETH

THIS CONTRACT OF EMPLOYMENT replaces and supersedes all prior Contracts of Employment between the parties. 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/Principal 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 the Superintendent/Principal the position set forth herein, and he has accepted the Board's offer; and

WHEREAS, the Board approved the terms of this Contract of Employment by a vote of its members at a regularly scheduled meeting on 27 April, 2026 and has authorized the President of the Board to execute this Contract of Employment.

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

1. **TERM**

The Board hereby agrees to employ Carlos Gramata, Jr., as the Superintendent of Schools/Principal for the period beginning on July 1, 2026, and expiring at midnight on June 30, 2030.

2. **CERTIFICATION AND RESPONSIBILITIES**

A. **Certification:**

The parties acknowledge that the Superintendent/Principal shall maintain current and valid certificates, issued and approved by the Commissioner of Education for the positions of Superintendent of Schools and Principal. In the event the Superintendent/Principal's certificates issued by the Department of Education are revoked, this Contract of

Employment is null and void as of the date of the certificate revocation.

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

The Parties acknowledge that the Superintendent/Principal possesses a Certificate of Eligibility and must complete state-required mentoring and enroll in the N.J.A.S.A. School Administrators' Residency Program (SARP). The Board shall provide the Superintendent/Principal with appropriate leave time to complete state-required mentoring and attend SARP, including the New Jersey Leadership Institute. The Board shall pay for or reimburse the Superintendent/Principal in the amount of up to Four Thousand Seven Hundred Fifty Dollars (\$4,750.00) for the Superintendent/Principal's state-required mentoring and enrollment in/completion of SARP. The Superintendent/Principal agrees to fully cooperate in the completion of state-required mentoring and completion of SARP. Any payments or reimbursements shall be made in accordance with Board Policy.

The Parties agree that if the Superintendent/Principal separates from employment with the District prior to June 30, 2030, and after the Board has paid for or reimbursed the Superintendent/Principal for the costs associated with state-required mentoring or SARP, as outlined above, the Superintendent/Principal shall be required to reimburse the Board for One Hundred Percent (100%) of any reimbursements received or payments made.

B. Duties:

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

a. faithfully perform the duties of the Superintendent/Principal 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/Principal, is incorporated into this Contract of Employment and shall be followed by the Superintendent/Principal;

b. devote his full time, skills, labor and attention to this employment during the terms of this Contract of Employment, provided that the Superintendent/Principal may, with the prior approval of the Board, serve as a consultant to other districts or educational agencies, lecture, engage in writing activities and speaking engagements, and engage in other activities, which do not interfere with his full-time responsibilities as Superintendent/Principal;

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 in the job description;

d. recommend the selection, placement, appointment, reappointment, non-renewal, and transfer of personnel, subject to the approval of the Board in accordance and with the responsibilities as outlined above, and subject to applicable Board policies and directives;

e. study and make recommendations with respect to all criticism and complaints, which the Board, either individually or collectively, may refer to him in accordance with the responsibilities outlined above, and subject to applicable Board policies and directives;

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/Principal;

g. structure his 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/Principal or by staff at the Superintendent/Principal'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/Principal shall attend all regular and special meetings of the Board, and all committee meetings thereof, and shall serve as advisor to the Board and said committees on all matters affecting the school district;

j. suggest, from time to time, 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/Principal and such other duties as may be prescribed by the Board from time to time. The Superintendent/Principal 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 the performance and legal obligations herein;

m. consult with the Board Attorney as the Superintendent/Principal deems appropriate.

In addition to the duties and responsibilities outlined in this Contract of Employment, all duties assigned to the Superintendent/Principal should be appropriate to and consistent with the professional role and responsibilities of the position of Superintendent of

Schools/Principal, and shall be set by Board policy and in the Job Description for the position of Superintendent of Schools/Principal, which may be modified from time to time, consistent with the intent set forth above.

3. **COMPENSATION**

A. Salary:

For the 2026-2027 school year, the Board shall pay the Superintendent/Principal an annual salary of One Hundred Seventy-Three Thousand Dollars (\$173,000.00).

For the 2027-2028 school year, the Board shall pay the Superintendent/Principal an annual salary of One Hundred Seventy-Six Thousand Four Hundred Sixty Dollars (\$176,460.00).

For the 2028-2029 school year, the Board shall pay the Superintendent/Principal an annual salary of One Hundred Eighty Thousand Eight Hundred Seventy-One Dollars and Fifty Cents (\$180,871.50).

For the 2029-2030 school year, the Board shall pay the Superintendent/Principal an annual salary of One Hundred Eighty-Five Thousand Three Hundred Ninety-Three Dollars and Twenty-Nine Cents (\$185,393.29).

In each year of the Contract of Employment, the annual salary shall be paid to the Superintendent/Principal in accordance with the payroll schedule for other certified employees.

Notwithstanding the foregoing, no salary increase of any kind will take effect on midnight June 30, 2030 (the final day of this Contract of Employment) unless the parties have agreed to a Contract of Employment modification or a new Contract of Employment that has been approved by the Executive County Superintendent. The terms of the modification or new Contract of Employment will govern all increases to take effect after July 1, 2030. Any renewal, extension, or modification of this Contract of Employment shall comply with the notice provisions of *P.L.2007, c. 53, The School District Accountability Act* and *N.J.A.C. 6A:23A-3.1, et seq.*

During the term of this Contract of Employment, including any extension hereof, the Superintendent/Principal shall not be reduced in compensation and/or benefits except as otherwise provided by law.

B. Merit Bonus:

In each year of the Contract of Employment, the Board may grant the Superintendent/Principal a merit bonus, in addition to the Superintendent/Principal's annual salary. The merit bonus will be based upon the Superintendent/Principal's achievement of up to two (2) quantitative merit criteria, valued at up to one-half percent (0.5%) each of the Superintendent/Principal's annual salary.

The Board has the discretion to provide the Superintendent/Principal with the opportunity to achieve a merit bonus. In the event the Board proposes merit criteria it must submit a copy of same to the Executive County Superintendent for Monmouth County for prior approval. The Executive County Superintendent for Monmouth County shall approve or disapprove of the selection of quantitative merit criteria and the data that forms the basis of measuring the achievement of quantitative merit criteria.

In any school year, as outlined above, if the Board provides the Superintendent/Principal with the opportunity to achieve a merit bonus, and if the Superintendent/Principal has satisfied the quantitative merit criteria, the Board shall submit a resolution to the Executive County Superintendent for Monmouth County certifying that the quantitative merit criteria has been satisfied and shall await a confirmation of the satisfaction of that criteria from the Executive County Superintendent for Monmouth County prior to payment of the merit bonus.

In each year of the Contract of Employment, if the Board determines to provide the Superintendent/Principal with the opportunity to obtain a merit bonus, written criteria for determining each merit bonus shall be established by September 30th of each school year, or by a later date as approved by the Executive County Superintendent for Monmouth County. Both parties will discuss and mutually agree upon a written draft of the criteria. Prior to adoption by the Board, the criteria shall be submitted to the Executive County Superintendent for Monmouth County for prior approval on or before September 30th of that school year, or upon a later date as approved by the Executive County Superintendent for Monmouth County. Once the quantitative merit criteria approved by the Executive County Superintendent for Monmouth County, same shall become part of this Contract of Employment and incorporated by reference herein. Upon the Superintendent/Principal's achievement of the merit criteria, but prior to payment of the increase, the Board shall submit a resolution to the Executive County Superintendent for Monmouth County certifying that the quantitative merit criteria has been satisfied. The Board shall await confirmation of the satisfaction of the criteria from the Executive County Superintendent for Monmouth County prior to payment of any merit bonus. The Board shall compensate the Superintendent/Principal for his merit bonus within 30 days of the receipt of the approval of the Executive County Superintendent. The Board's obligation to compensate the Superintendent/Principal for an earned merit bonus shall survive the termination of this Contract of Employment.

4. BENEFITS

A. Vacation Days

In each year of the Contract of Employment, the Superintendent/Principal shall be granted twenty (20) vacation days calculated and prorated on an annualized basis. All vacation days shall be available to the Superintendent/Principal on July 1st of each year of the Contract of Employment. The Parties agree that the Superintendent/Principal shall not be permitted to use more than fifteen (15) vacation days consecutively without receiving the

prior approval of the full Board.

If business demands prohibit the Superintendent/Principal from using all of his allotted vacation days in a given year, he may carry over up to ten (10) unused days to be used during the next year pursuant to law. Any vacation days carried over from the previous year that are not used shall be forfeited. If the Superintendent/Principal does not complete a Contract of Employment year, the number of vacation days shall be prorated at 1.66 days per month for the completed months of service. If the Superintendent/Principal utilized days in excess of this rate, compensation for those days shall be deducted from the Superintendent/Principal's last check.

B. Days When School Is Not In Session

In each year of the Contract of Employment, the Superintendent/Principal shall not be required to report to work on all days during the student school year, excluding summer recess, when students are not present as set forth in the H.W. Mountz School Calendar with the exception of staff in-service days.

C. Holidays

In addition to the paid holidays that are set forth in the H.W. Mountz School Calendar, the Superintendent/Principal shall also be entitled to Independence Day and Labor Day. All paid holidays must be taken when school is not in session. If holidays fall on a school day or weekend, an alternate day may be taken with prior approval of the Board.

D. Personal Days:

The Superintendent/Principal 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/Principal on July 1st. At the end of each Contract of Employment year, unused personal days shall convert to sick days and shall be cumulative as provided by law. In no case shall the total number of unused sick days exceed fifteen (15) sick days for the Contract of Employment year.

Personal days shall be used to conduct personal affairs that cannot be handled outside of work hours.

E. Health Benefits:

The Board shall provide the Superintendent/Principal, and if applicable, his eligible dependents with health benefits (medical, major medical, prescription, and dental) insurance coverage consistent with other employees in the district. Pursuant to applicable law and regulation, the Superintendent/Principal shall contribute towards the payment of premiums. The contribution shall be made through payroll deduction, and in accordance with the payroll schedule for all other employees. The Board shall provide the Superintendent/Principal with a Section 125 cafeteria plan.

The Superintendent/Principal, at his discretion, may waive health benefits insurance coverage (health, major medical, prescription, and dental) if covered through a spouse, civil union or domestic partner's health plan, and in accordance with procedures established by the Board provided that the spouse's, civil union or domestic partner's coverage is not under the State Health Benefits Program or the School Employees Health Benefits Plan. In the event the Superintendent/Principal waives coverage, and as permitted by law, the Board shall pay the Superintendent/Principal the lesser of Five Thousand Dollars (\$5,000.00) or twenty-five percent (25%) of the premium saved by the Board as a result of the waiver. The payment shall be pro-rated in accordance with the timing of the waiver. The Superintendent/Principal shall be permitted to re-enroll in the health insurance plan if there is a change in family status such as a death, divorce, or other reason.

F. Sick Leave

The Superintendent/Principal shall be granted twelve (12) sick days annually, calculated and prorated on an annualized basis, all of which shall be available to the Superintendent/Principal on July 1st. The unused portion of such leave, at the end of any year, shall be cumulative. Unused sick leave may be accumulated from year to year. Upon retirement, accumulated unused sick leave shall be eligible for reimbursement at the rate of \$80.00 per day, to a maximum of \$15,000 as provided by N.J.S.A. 18A:30-3.5.

G. Bereavement Leave:

The Superintendent/Principal shall be granted up to three (3) consecutive calendar days, in each case, with pay, for the purpose of attending to matters following the death of an immediate family member. For purposes of this Contract of Employment "immediate family member" shall be defined as The Superintendent/Principal's spouse, child, mother, father, sister or brother.

H. Professional Development

The Board encourages the continuing professional growth of the Superintendent/Principal through his participation as he might decide, in light of his responsibilities as the Superintendent/Principal, in the following ways:

- i. 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;
- i. seminars and courses offered by public or private educational institutions;
- ii. informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform his professional responsibilities for the Board;

iii. visits to other institutions; and

iv. other activities promoting the professional growth of the Superintendent.

The Superintendent/Principal shall be entitled to attend the annual NJSBA/NJASA/NJASBO Workshop and Convention, the annual conference of the NJASA, and TECHSPO. Reasonable expenses for meals, lodging, registration, and transportation for national and state conventions of recognized educational associations, workshops, seminars, and institutes to enhance the Superintendent/Principal's knowledge and expertise in the field of education and administration shall be paid for/reimbursed by the Board. Such payments or reimbursements shall be made in accordance with the 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/Principal shall follow Board policy and applicable law in supplying the necessary documentation for reimbursement.

I. Membership Fees:

In each year of the Contract of Employment, the Board shall pay a total of up to Four Thousand Dollars (\$4,000.00) towards the Superintendent/Principal's annual membership fees and/or charges to the New Jersey Association of School Administrators (NJASA), the American Association of School Administrators (AASA), the New Jersey Principals and Supervisors Association (NJPSA), the National Association of Elementary School Principals (NAESP), and the International Society for Technology in Education/Association for Supervision and Curriculum Development (ISTE/ASCD).

J. Expense Reimbursement:

The Board shall reimburse the Superintendent/Principal for expenses incurred for travel and sustenance in the performance of the Superintendent/Principal'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" rates per mile. The Superintendent/Principal 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.

K. Laptop

The Superintendent/Principal shall be provided with a District-owned laptop computer or its functional equivalent (i.e., Chromebook or tablet) with internet access for use for district purposes. Upon termination of employment, such device shall be returned to the District.

5. **SEPARATION FROM SERVICE**

A. Accumulated Unused Sick Days:

Upon the Superintendent/Principal's retirement from employment with the District and

upon submission of a retirement application to the Teachers' Pension and Annuity Fund, the Board will pay all unused, accumulated sick days earned while an employee of the Board, in accordance with law and with Article 4F above. Payment shall be calculated at the rate of \$80.00 per day, following his last day of employment. Pursuant to N.J.S.A. 18A:30-3.5, payment shall not exceed \$15,000.

B. Accumulated Unused Vacation Days:

Upon the Superintendent/Principal's separation from employment with the District or retirement from employment with the District, the Board will pay up to fifteen (15) unused, accumulated vacation days earned while an employee of the Board, in accordance with law. Payment shall be calculated at the Superintendent/Principal's daily rate of pay, based upon a 260-day work year, following his last day of employment.

Payment by the Board to the Superintendent/Principal for his unused vacation days shall be made within thirty (30) days of his separation from employment or retirement.

Upon the death of the Superintendent/Principal, payment for unused vacation days, prorated as of the date of death, shall be made to the estate of the Superintendent/Principal within thirty (30) days of death.

6. EVALUATION

The Board shall evaluate the performance of the Superintendent/Principal in accordance with law. Each evaluation shall be in writing, a copy shall be provided to the Superintendent/Principal, and the Board and the Superintendent/Principal shall meet to discuss the findings. The evaluations shall be based upon the goals and objectives of the District and the Board of Education, the responsibilities of the Superintendent/Principal as set forth in the job description for the position of Superintendent of Schools/Principal, and such other criteria as the State Board of Education shall by regulation prescribe. The evaluation instrument shall be developed and mutually approved by the Board and the Superintendent/Principal within one hundred twenty (120) days of this Contract of Employment. 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/Principal 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 Superintendent/Principal's first day 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/Principal 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 regarding the Superintendent/Principal's employment, unless the Superintendent/Principal is given written notice at least 48 hours in advance. In addition, the Board shall not hold any

discussions with regard to the Superintendent/Principal's performance, or that may adversely affect the Superintendent/Principal's employment, in public session, unless the Superintendent/Principal requests that such discussions be held in public session, pursuant to the Open Public Meetings Act.

7. PROFESSIONAL LIABILITY

The Board agrees that in accordance with N.J.S.A. 18A:16-6 and 16-6.1, it shall defend, hold harmless and indemnify the Superintendent/Principal from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent/Principal in his official capacity as an agent of the Board, provided the incident arose while the Superintendent/Principal was acting within the scope of this Contract of Employment and, as such, liability coverage is within the authority of the Board to provide under State law. In the event the Superintendent/Principal is subject to criminal proceedings brought against him in his official capacity as an agent of the Board, the Board shall not be responsible to defend him or hold him harmless for the costs and expense incurred in the defense of such criminal charges unless the final disposition of such charges are in favor of the Superintendent/Principal.

8. EXTENSION OF CONTRACT OF EMPLOYMENT

Any modification 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

This Contract of Employment may be terminated by:

- A. Mutual agreement of the parties;
- B. Unilateral termination by the Superintendent/Principal upon ninety (90) days written notice to the Board;
- C. Notification in writing by the Board to the Superintendent/Principal 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;
- D. In the event that the Superintendent/Principal certificates are revoked, this Contract of Employment shall become null and void as of the date of revocation; or
- E. Actions consistent with law.

10. **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.

11. **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.

12. **SAVINGS CLAUSE**

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.

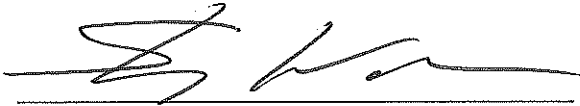
13. **MODIFICATION**

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 of Employment term but shall only constitute an amendment to the existing Contract of Employment.

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

WHEREAS, this Contract of Employment has been approved by a vote of the Members of the Board of Education at its meeting of _____, 2026 said action having been made a part of the official minutes of that meeting.

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



Witness:



CARLOS GRAMATA, Jr.
Superintendent of Schools/Principal



Witness:



President
Spring Lake Board of Education