



Spring Lake Board of Education

HW Mountz School
411 Tuttle Ave.
Spring Lake, NJ 07760
(732)449-6380

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CONTRACT OF EMPLOYMENT

THIS CONTRACT OF EMPLOYMENT is made and entered into this **24th** day of **June, 2024**, by and between the **SPRING LAKE BOARD OF EDUCATION**, with its business address located at 411 Tuttle Avenue, Spring Lake, New Jersey 07762 (hereinafter “Board”)

And

NATALIE A. GAGLIARDI-LEVINE, whose position is **Assistant Principal/Supervisor of Student Services** (hereinafter “Employee”).

WITNESSETH

WHEREAS, the Board and the Employee 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 approved the terms of this Contract of Employment by a vote of its members at a regularly scheduled meeting on **June 21, 2024**, and has authorized the President of the Board to execute this Contract of Employment.

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

1. TERM

The Board hereby agrees to employ the Employee as **Assistant Principal/Supervisor of Student Services** (“the position”) for the period beginning on **July 1, 2024**, and expiring at midnight on **June 30, 2025**.

2. COMPENSATION

The Board hereby employs the Employee at an annual salary of **\$119,750**. This annual salary will be paid in equal installments in accordance with the Board's regular payroll schedule and it will be prorated for any period of employment constituting less than one year.

3. PERFORMANCE

The Employee agrees to faithfully perform the duties of the position as set forth in the job description for the position, and in accordance with all applicable laws, regulations, policies and directives.

4. VACATION

The Employee shall be entitled to 13 vacation days per school year that will be prorated

depending upon the start date of Employee's employment, exclusive of Federal holidays. Vacation days must be scheduled in advance and approved by the Superintendent. Additionally, employee shall be off on days in accordance with the school calendar on days when students are not present. Upon approval of the Superintendent and reemployment in the subsequent school year, employee may carry over up to five (5) unused vacation days to be used by December 31st of the next school year. At the time of separation from the District, Employee shall not be paid for unused vacation.

5. HOLIDAYS

The Employee shall be entitled to time off with pay on Federal holidays. If a Federal holiday falls on a day when students are present or a weekend, an alternate day may be taken with approval of the Superintendent.

6. PERSONAL LEAVE

The Employee shall be entitled to three (3) days of personal leave for a school year, to be prorated depending upon the start date of Employee's employment, for urgent, legal, family, religious, or personal matters that the Employee is unable to conduct outside of the usual work day. Personal leave days may only be taken upon the approval of the Superintendent.

7. SICK LEAVE

- (a) The Employee shall be granted 12 paid sick day for a school year, to be prorated depending upon the start date of Employee's employment
- (b) Unused sick days shall be cumulative and without limit.
- (c) Upon retirement and in accordance and in accordance with *N.J.S.A. 18A:30-3.5*, the Board shall provide compensation for accumulated sick leave days at the rate of \$80 per day up to a maximum of \$15,000.

8. FAMILY ILLNESS

The Employee shall receive two (2) days per year for family illness be prorated depending upon the start date of Employee's employment. If days of such leave are not utilized each year, they shall be non-cumulative and are not reimbursable if not used. Should Employee required family illness days in excess of two (2) days, the days will be granted at the discretion of the Superintendent, will be unpaid, and will require a physician's note.

9. BEREAVEMENT

The Employee shall be entitled to:

Up to five (5) consecutive calendar days for a school year, to be prorated depending upon the start date of Employee's employment, for leave immediately upon the death of a member of the immediate family. Immediate family includes: wife, husband, father, mother, child, minor step-children who are domiciled within the teacher's home, brother, sister, grandmother, grandfather, grandchildren, mother-in-law, father-in-law, or other relative who is domiciled

within the employee's home. Leave taken shall commence not later than the day immediately following the death of said relative. In the case of the five (5) consecutive day leave the employee may at the time of the death advise the Superintendent or designee that the employee is reserving (one) day for a period of up to one (1) year from the date of death to attend to an activity or event associated with the death.

10. INSURANCE

The Employee shall be entitled to the following insurance benefits at the cost of the Board. The Employee shall contribute an amount toward payment of premium in accordance with State law.

Medical Insurance

(a) Subject to any waiting period required by the program, enrollment in the district's hospitalization and medical insurance program, dental insurance program and prescription insurance program, including family coverage, if applicable. The Board shall provide the Employee with the same level of medical insurance coverage that other certificated employees in the Board receive from the same insurance carrier at the same rate of contribution, if any. Unless statutorily exempt due to the waiver of health care benefits, the Employee shall be required to contribute to the cost of health care benefits in accordance with the law and P.L. 2020, Chapter 44. All contributions shall be deducted from the Employee's salary and paid, in equal installments, in accordance with the payroll schedule for other certificated staff.

(b) The Employee may waive health benefits coverage (health, major medical, and prescription) 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. As permitted by law, the Employee will be paid the lesser of (twenty-five percent) 25% or (Five Thousand Dollars) \$5,000 of the cost of said coverage for waiving such coverage.

11. AUTOMOBILE EXPENSES/TRAVEL

The Board agrees to reimburse the Employee for the personal use of her vehicle, including tolls, at the current State rate and in accordance with New Jersey OMB Regulations.

12. PROFESSIONAL CONFERENCES and MEMBERSHIP DUES

Employee may attend, with prior Superintendent and Board approval, appropriate professional conferences. Expenses shall be reimbursed up to \$2,000 annually. The Employee shall comply with the Board's travel policy when submitting reimbursement requests for all authorized expenses.

The Board agrees to pay for the Employee's annual membership dues in the New Jersey Principals and Supervisors Association, and the Monmouth County Association of Directors of Special Education.

13. PROFESSIONAL DEVELOPMENT

The Board encourages the continuing professional growth of the Employee. The Employee shall be entitled to tuition reimbursement up to \$2,000 during the term of the employment contract for graduate work at an accredited institution related to the position. To be eligible for reimbursement, a grade of at least a B (or a Pass in a Pass/Fail course) must be achieved. In lieu of tuition reimbursement the Employee may request reimbursement for mentor fees.

The Employee is also entitled to an additional reimbursement of up to \$2,000 during the term of the employment contract for graduate work at an accredited institution related to the position. To be eligible for reimbursement, a grade of at least a B (or a Pass in a Pass/Fail course) must be achieved. However, the accumulated sum of reimbursement beyond the original \$2,000 must be returned to the district by the Employee if the Employee resigns from the district within two years of receipt of the same.

14. EVALUATION

The Superintendent shall evaluate, in writing, the performance of the Employee at least once a year, on or before June 1, during the term of this Employment Contract and in accordance with State statutes and regulations and Employee's position job description.

15. RELEASE OF PERSONNEL INFORMATION - PERSONNEL RECORDS:

The Employee shall have the right, upon request, to review the contents of his personnel file and to receive copies at the Board of Education's expense of any documents contained therein. The Employee shall be entitled to have a representative accompany him during such review. At least once every year, the Employee shall have the right to indicate those documents and/or other materials in his file that he believes to be obsolete or otherwise inappropriate to retain; and, upon final approval of the Board of Education, such documents identified by the Employee shall be destroyed in accordance with New Jersey's Destruction of Public Records Law.

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

16. INDEMNIFICATION:

The Board agrees that it shall defend hold harmless and indemnify the Employee from any and all demands, claims, suits, actions and legal proceedings of any kind brought against the Employee in his official capacity as an agent and/or employee of the Board, provided that the incident arose while the Employee was acting within the scope of his employment; and, as such, liability coverage is within the authority of the Board to provide under State Law.

17. TERMINATION

This Contract of Employment may be terminated at any time in accordance with New Jersey

statute, regulation, or by either party giving sixty (60) days' notice to the other, in writing, of intention to terminate the Contract of Employment.

18. SEVERABILITY

It is agreed that if any provision of this Contract of Employment shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Contract of Employment, all of which other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Contract of Employment is capable of two constructions, one which would render the provision void and the other which would render the provision valid, then the provision shall be construed with the meaning which renders it valid.

19. MODIFICATION CLAUSE

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

In Witness Whereof, the parties have hereunto set their hands and seals on the dates set forth below:

Witness:

NATALIE GAGLIARDI-LEVINE
Assistant Principal/ Supervisor of Student
Services

Witness:

President
SPRING LAKE BOARD OF EDUCATION