



Spring Lake Board of Education

H.W. 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 ____ **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

DANIEL LAYTON, whose position is **Principal/Supervisor of Curriculum & Instruction** (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 **Principal/Supervisor of Curriculum & Instruction** (“the position”) for the period beginning on **July 1, 2024**, and expiring at midnight on **June 30, 2025**.

2. COMPENSATION

A. SALARY

The Board hereby employs the Employee at an annual salary of One Hundred Thirty Three Thousand, Six Hundred Fifty Dollars (**\$133,650.00**), calculated and prorated on an annual basis. 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.

B. STIPEND

The Board shall pay the Employee a non-pensionable, annual stipend of Three Thousand Dollars (\$3,000.00) for serving in the role of Board Secretary of the Spring Lake Board of Education. This stipend will be prorated for any period of employment constituting less than one year.

C. MERIT BONUS

The Superintendent, upon approval of the Board, may grant the Employee an opportunity to earn a merit bonus in addition to his annual salary. If the Employee is granted an opportunity to earn a merit bonus, the merit bonus will be based upon the Employee's achievement of up to three (3) quantitative merit criteria, valued at up to one percent (1.0%) each of the Employee's annual salary. If the opportunity to achieve a merit bonus is provided to the Employee, the Superintendent and the Employee shall work together to establish written criteria for determining each merit bonus by September 30th of the school year, and file a copy with the Business Office. The written criteria for each merit goal shall outline the following: (1) the timeline for achievement of the goal; (2) the specific quantitative requirements associated with the goal; and (3) the exact value of the goal (which shall not exceed one percent (1.0%) of the employee's annual salary). If the Superintendent and the Employee do not agree on any written merit criteria by September 30th, there will be no opportunity for the Employee to earn a merit bonus that school year. The Superintendent shall review, evaluate, and determine whether the Employee completes all of the quantitative requirements associated with a given merit goal, and the Employee shall cooperate in supplying the Superintendent with any evidence required to make that determination. If the Employee satisfies all of the merit criteria connected to at least one (1) merit goal, the Superintendent shall provide the Board, within 10 business days, with written notice that the Employee satisfied the required merit criteria and the value of the merit bonus associated with that merit goal. The Board shall approve the payment of a merit bonus to the Employee for each merit goal achieved within 30 days of its receipt of written notice from the Superintendent that the Employee achieved the criteria associated with a merit goal. The Superintendent's obligation to review, evaluate, and determine whether the Employee satisfactorily completed all of the quantitative requirements associated with a given merit goal and the Board's obligation to compensate the Employee for an earned merit bonus shall survive the termination of this Contract of Employment.

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 Thirteen (13) vacation days, with pay, calculated and prorated on an annualized basis, all of which shall be available to the Employee at the start of his employment. Employee's vacation days shall be 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 days.

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 falls on a weekend, an alternate day may be taken with the approval of the Superintendent.

6. PERSONAL LEAVE

The Employee shall be entitled to three (3) days of personal leave, with pay, calculated and prorated on an annualized basis. Personal leave shall be used 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 sick days, with pay, calculated and prorated on an annualized basis.
- b. Unused sick days shall be cumulative and without limit.
- c. Upon retirement and in accordance with *N.J.S.A. 18A:30-3.6*, the Board shall provide compensation for accumulated sick leave days at the rate of Eighty Dollars (\$80.00) per day up to a maximum of Fifteen Thousand Dollars (\$15,000.00).

8. FAMILY ILLNESS

The Employee shall receive two (2) family illness days, with pay, calculated and prorated on an annualized basis. If Employee's family illness days are not utilized in a Contract of Employment year, they shall be non-cumulative and are not reimbursable if not used. If Employee requires additional family illness days in excess of the two (2) days referenced herein, such additional family illness days may be granted at the discretion of the Superintendent. If additional family illness days are granted by the Superintendent, those days 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, with pay, calculated and prorated on an annualized basis, for leave immediately upon the death of a member of the Employee's immediate family. Immediate family includes the Employee's spouse/partner, father, mother, child, minor step-children who are domiciled within the Employee'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 immediate family member, as defined herein. In the event described above, the Employee may, at the time of the death, advise the Superintendent or designee that the employee is reserving one (1) 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.

In addition to the above, at the discretion of the Superintendent, three (3) days leave of absence, with pay, calculated and prorated on an annualized basis, may be allowed in the case of a death not in the Employee's immediate family. This category is limited to individuals related by blood or marriage, not residing in the Employee's household.

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 shall reimburse the Employee for expenses incurred for travel, including mileage and tolls, in the performance of the Employee'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 Employee shall be reimbursed for expenses pursuant to Board policy, and upon the prior approval of the Superintendent and the Board, and pursuant to N.J.S.A. 18A:11-12 and regulations promulgated thereunder. It is understood that Employee shall not be reimbursed for personal commuting expenses.

12. PROFESSIONAL CONFERENCES and MEMBERSHIP DUES

Employee may attend, with prior Superintendent and Board approval, appropriate professional conferences. Expenses shall be reimbursed at up to Two Thousand Dollars (\$2,000.00) 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, Association for Supervision and Curriculum, and Monmouth County Association for Supervision/Direction of Curriculum and Instruction.

13. PROFESSIONAL DEVELOPMENT

The Board encourages the continuing professional growth of the Employee. The Employee shall

be entitled to annual tuition reimbursement of up to Three Thousand Dollars (\$3,000.00) during the term of the Contract of Employment. Reimbursement shall be provided for graduate course work related to the position, and provided such coursework culminates in the acquisition of a graduate degree conferred by a duly accredited institution of higher education as defined in N.J.A.C. 6A:9-2.1. Additionally, in order to be eligible for reimbursement, Employee must earn a grade of at least a B (or a Pass in a Pass/Fail course) in the graduate course. Tuition reimbursement shall not be granted without the prior approval of the Superintendent as to the institution and the specific course. In lieu of tuition reimbursement the Employee may request reimbursement for mentor fees.

The Employee agrees and understands that the accumulated sum of reimbursement must be returned to the district by the Employee if the Employee resigns from the district within two years of the Employee's receipt of tuition reimbursement monies.

14. EVALUATION

The Superintendent shall evaluate, in writing, the performance of the Employee in accordance with State statutes and regulations and the 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:

DANIEL LAYTON
Principal/Supervisor of Curriculum &
Instruction

Witness:

President
SPRING LAKE BOARD OF EDUCATION