

CONTRACT OF EMPLOYMENT

THIS CONTRACT OF EMPLOYMENT is made and entered into this 27 day of October, 2020, by and between the **BOARD OF EDUCATION OF MONMOUTH BEACH**, with offices located at 7 Hastings Place, Monmouth Beach, New Jersey (hereinafter "the Board")

and

AMANDA MERGNER, whose position is to be the Administrator of Academic Achievement/Supervisor of Special Services and Programs.

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 Administrator of Academic Achievement/Supervisor of Special Services and Programs 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 Ms. Mergner the position of Administrator of Academic Achievement/Supervisor of Special Services and Programs, and she 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 10-27-2020, and has authorized the President of the Board to execute this Contract of Employment.

NOW, THEREFORE, the Board and the Administrator of Academic Achievement/Supervisor of Special Services and Programs, for the consideration herein specified, agree as follows:

1. **TERM**

The Board hereby agrees to employ Amanda Mergner as the Administrator of Academic Achievement/Supervisor of Special Services and Programs of the Board of Education of Monmouth Beach for the period beginning on July 1, 2021 and expiring at midnight on June 30, 2022.

2. CERTIFICATION AND RESPONSIBILITIES

A. Certification:

The parties acknowledge that the Administrator of Academic Achievement/Supervisor of Special Services and Programs possesses current and valid certificates issued by the New Jersey Department of Education for the positions of Administrator of Academic Achievement and Supervisor of Special Services and Programs. In the event the Administrator of Academic Achievement/Supervisor of Special Services and Programs' 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 Administrator of Academic Achievement/Supervisor of Special Services and Programs further agrees to comply with all other legal requirements respecting the employment of an Administrator of Academic Achievement/Supervisor of Special Services and Programs.

B. Duties:

All duties assigned to the Administrator of Academic Achievement/Supervisor of Special Services and Programs should be appropriate to and consistent with the professional role and responsibility of the Administrator of Academic Achievement/Supervisor of Special Services and Programs, and shall be set by Board policy and in the Job Description for the Administrator of Academic Achievement/Supervisor of Special Services and Programs which may be modified from time to time, consistent with the intent set forth above.

3. PROFESSIONAL GROWTH OF ADMINISTRATOR OF ACADEMIC ACHIEVEMENT/SUPERVISOR OF SPECIAL SERVICES AND PROGRAMS

The Board encourages the continuing professional growth of the Administrator of Academic Achievement/Supervisor of Special Services and Programs through her participation as she might decide, in light of her responsibilities as the Administrator of Academic Achievement/Supervisor of Special Services and Programs, 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 Administrator of Academic Achievement/Supervisor of Special Services and Programs to perform her professional responsibilities for the Board;

- D. Visits to other institutions;
- E. State-mandated continuing education; and
- F. Other activities promoting the professional growth of the Administrator of Academic Achievement/Supervisor of Special Services and Programs.

Expenses for meals, lodging, registration, and transportation for conventions of recognized educational associations, workshops, seminars, and institutes to enhance the Administrator of Academic Achievement/Supervisor of Special Services and Programs' knowledge and expertise in the field of education and administration shall be paid for/reimbursed by the Board in accordance with law. All such payments or reimbursements shall not exceed an annual maximum of One Thousand Dollars (\$1,000.00), 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 Superintendent/Principal and the Board. The Administrator of Academic Achievement/Supervisor of Special Services and Programs shall follow Board policy and applicable law in supplying the necessary documentation for reimbursement.

4. **COMPENSATION**

A. **Salary:**

For the 2021-2022 school year, the Board shall pay the Administrator of Academic Achievement/Supervisor of Special Services and Programs an annual salary of One Hundred Thousand Dollars (\$100,000.00).

The annual salary shall be paid to the Administrator of Academic Achievement/Supervisor of Special Services and Programs 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 Administrator of Academic Achievement/Supervisor of Special Services and Programs 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, and shall not be deemed that the Board and the Administrator of Academic Achievement/Supervisor of Special Services and Programs have entered into a new Contract of Employment.

5. **BENEFITS**

A. **Vacation Days/Holidays:**

The Administrator of Academic Achievement/Supervisor of Special Services and

Programs shall be granted twenty (20) vacation days, calculated and prorated on an annualized basis, all of which shall be available to the Administrator of Academic Achievement/Supervisor of Special Services and Programs at the start of this Contract of Employment. It is agreed and understood that the vacation days, even though they are available for use at the beginning of the Contract of Employment year, are earned at the rate of 1.66 days per month. The Administrator of Academic Achievement/Supervisor of Special Services and Programs must complete the Contract of Employment year to be entitled to utilize all vacation days, otherwise all days used but not yet earned shall be reimbursed to the Board at a rate of 1.66 per vacation day.

The Administrator of Academic Achievement/Supervisor of Special Services and Programs shall take vacation time after giving the Superintendent/Principal reasonable notice. School vacations do not constitute time off for the Administrator of Academic Achievement/Supervisor of Special Services and Programs, unless she uses her leave time allotted under this Contract of Employment. The Administrator of Academic Achievement/Supervisor of Special Services and Programs may take vacation days during the school year, upon reasonable notice to the Superintendent/Principal. The Administrator of Academic Achievement/Supervisor of Special Services and Programs is expected to attend to the business of the District as required for the smooth and efficient operation of the school district. The Administrator of Academic Achievement/Supervisor of Special Services and Programs shall document the use of earned, used, and accrued vacation days with the Superintendent/Principal, Board Secretary, and the District's Business Office.

The Board encourages the Administrator of Academic Achievement/Supervisor of Special Services and Programs to take her full vacation allotment each year; however, if business demands prohibit the Administrator of Academic Achievement/Supervisor of Special Services and Programs from using all of her allotted vacation days in a given year, she may carry over not more than five (5) unused vacation 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.

The Administrator of Academic Achievement/Supervisor of Special Services and Programs shall be entitled to time off with pay for the following holidays:

New Year's Eve Day	Independence Day
New Year's Day	Labor Day
President's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving Day
Easter Monday	Christmas Eve Day
Memorial Day	Christmas Day

B. Personal Days:

The Administrator of Academic Achievement/Supervisor of Special Services and Programs shall be granted three (3) personal days, without loss of salary, calculated and prorated on an annualized basis, all of which shall be available to the Administrator of

Academic Achievement/Supervisor of Special Services and Programs at the start of the Contract of Employment. Personal days shall be used to conduct personal business during the school day. Personal days may be taken during the school year with the prior permission of the Superintendent/Principal. 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 Superintendent/Principal and the Board Secretary. Personal days are non-cumulative and non-reimbursable.

C. Bereavement Leave:

The Administrator of Academic Achievement/Supervisor of Special Services and Programs shall be entitled to a maximum of five (5) bereavement days with pay, for the purpose of attending to matters following a death in the Administrator of Academic Achievement/Supervisor of Special Services and Programs' immediate family. The term "immediate family" shall be defined as the Administrator of Academic Achievement/Supervisor of Special Services and Programs' spouse/partner, children, parents, grandparents, brothers, sisters, mother-in-law, father-in-law, son-in-law, daughter-in-law, and other blood relatives of the Administrator of Academic Achievement/Supervisor of Special Services and Programs residing in the Administrator of Academic Achievement/Supervisor of Special Services and Programs' home and totally dependent on the Administrator of Academic Achievement/Supervisor of Special Services and Programs for support. Upon the death of a brother-in-law, sister-in-law, aunt or uncle, the Administrator of Academic Achievement/Supervisor of Special Services and Programs may have one (1) day to attend funeral services.

D. Family Illness Days

The Administrator of Academic Achievement/Supervisor of Special Services and Programs shall be granted four (4) family illness days, without loss of salary, calculated and prorated on an annualized basis, all of which shall be available to the Administrator of Academic Achievement/Supervisor of Special Services and Programs at the start of the Contract of Employment.

E. Health Benefits:

The Board shall provide health benefits coverage (including medical, prescription, dental, and vision coverage) for the Administrator of Academic Achievement/Supervisor of Special Services and Programs, her spouse/partner, and her dependents. If the Administrator of Academic Achievement/Supervisor of Special Services and Programs does not elect coverage under P.L. 2020, Chapter 44, she shall be responsible for contributing an amount established by P.L. 2011, Chapter 78 (Tier IV) toward the payment of medical, dental, prescription, and vision coverage premiums. If the Administrator of Academic Achievement/Supervisor of Special Services and Programs elects coverage under P.L. 2020, Chapter 44, then (1) for medical and prescription coverage, the Administrator of Academic Achievement/Supervisor of Special Services and Programs shall contribute an amount established by P.L. 2020, Chapter 44; and (2) for dental and

vision coverage, the Administrator of Academic Achievement/Supervisor of Special Services and Programs shall be responsible for contributing an amount established by P.L. 2011, Chapter 78 (Tier IV) toward the payment of dental and vision benefit premiums. The contributions shall be made through payroll deduction.

The Administrator of Academic Achievement/Supervisor of Special Services and Programs may voluntarily waive health benefit 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 Administrator of Academic Achievement/Supervisor of Special Services and Programs 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. Waiver payments paid for less than one year shall be prorated.

F. Sick Leave:

The Administrator of Academic Achievement/Supervisor of Special Services and Programs shall be granted twelve (12) sick days annually, calculated and prorated on an annualized basis, all of which shall be available to the Administrator of Academic Achievement/Supervisor of Special Services and Programs at the start of the Contract of Employment. The unused portion of such leave, at the end of any year, shall be cumulative in accordance with law.

In addition to the twelve (12) sick days, prorated, noted above, at the start of employment the Board shall grant the Administrator of Academic Achievement/Supervisor of Special Services and Programs a bank of ten (10) sick leave days. These days are not cumulative and are not granted pursuant to N.J.S.A. 18A:30-3.4. These days may be utilized only after the Administrator of Academic Achievement/Supervisor of Special Services and Programs has first exhausted her sick leave earned on a cumulative annual basis with the District. These days shall not be eligible for reimbursement upon the Administrator of Academic Achievement/Supervisor of Special Services and Program's retirement from the District.

G. Membership Fees:

Upon the prior approval of the Superintendent/Principal and the Board as to the professional organization, the Board shall pay for the Administrator of Academic Achievement/Supervisor of Special Services and Programs' membership fees and/or charges, not to exceed the maximum amount of up to One Thousand Dollars (\$1,000.00) to professional organizations.

H. Expense Reimbursement:

The Board shall reimburse the Administrator of Academic Achievement/Supervisor of Special Services and Programs for expenses incurred for travel and sustenance in the performance of the Administrator of Academic Achievement/Supervisor of Special Services and Programs' duties under this Contract of Employment in accordance with law. The Administrator of Academic Achievement/Supervisor of Special Services and

Programs shall be reimbursed for actual mileage when using her personal vehicle for Board business in accordance with law. Mileage shall be paid from mileage vouchers according to "New Jersey Office of Management and Budget" rates per mile. The Administrator of Academic Achievement/Supervisor of Special Services and Programs shall be reimbursed for expenses at a maximum amount of Two Hundred Fifty Dollars (\$250.00) per Contract of Employment year, pursuant to Board policy, upon prior approval of the Superintendent/Principal and the Board, and pursuant to N.J.S.A.18A:11-12 and regulations promulgated thereunder.

I. Professional Publications:

The Administrator of Academic Achievement/Supervisor of Special Services and Programs may subscribe to appropriate educational and/or professional publications up to a maximum amount of One Hundred Dollars (\$100.00) per Contract of Employment year.

J. Cellular Telephone:

The Board shall provide the Administrator of Academic Achievement/Supervisor of Special Services and Programs with annual reimbursement of up to Six Hundred Dollars (\$600.00), Fifty Dollars (\$50.00) per month, towards cell phone usage. Reimbursement shall be made in accordance with law and Board policy.

K. Personal Notebook Computer:

The Board shall provide the Administrator of Academic Achievement/Supervisor of Special Services and Programs with a personal notebook computer to be used for "Board business purposes" when working outside the District. It is understood that the personal notebook computer shall remain the property of the District and shall be returned to the District at either the end of the Contract of Employment or upon the Administrator of Academic Achievement/Supervisor of Special Services and Programs' termination of employment with the District, whichever occurs first.

L. Tuition Reimbursement:

The Board shall reimburse the Administrator of Academic Achievement/Supervisor of Special Services and Programs for tuition costs of up to Two Thousand (\$2,000.00) Dollars, per school year, for graduate level coursework that is part of a formal program of studies leading to the awarding of a Master's Degree, a Doctoral Degree, or other areas of certification in an area or discipline judged to be of benefit to the Board. Courses shall be taken at an institution of the Administrator of Academic Achievement/Supervisor of Special Services and Programs' choosing, upon the prior written approval of the Superintendent and the Board, 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. Tuition reimbursement shall not be granted without the prior written approval of the Superintendent and the Board as to the institution and the specific course. Tuition reimbursement shall not be granted unless the Administrator of Academic

Achievement/Supervisor of Special Services and Programs earns a grade of B or better in the course.

M. Time Off Requests:

The Administrator of Academic Achievement/Supervisor of Special Services and Programs 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 Superintendent/Principal and the Board Secretary each time any leave is taken. The Administrator of Academic Achievement/Supervisor of Special Services and Programs and the Superintendent/Principal shall periodically review the Administrator of Academic Achievement/Supervisor of Special Services and Programs' attendance record to assure correctness.

6. RETIREMENT OR SEPARATION FROM SERVICE

A. Accumulated Unused Sick Days:

Upon the Administrator of Academic Achievement/Supervisor of Special Services and Programs' 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. Payment shall be calculated at the rate of Eighty Dollars (\$80.00) per day, following the Administrator of Academic Achievement/Supervisor of Special Services and Programs' last day of employment. Pursuant to N.J.S.A. 18A:30-3.5, payment shall not exceed Fifteen Thousand Dollars (\$15,000.00). The parties agree that, upon retirement, payment by the Board to the Administrator of Academic Achievement/Supervisor of Special Services and Programs for her accumulated, unused sick days shall be made within thirty (30) days of her last day of employment.

It is agreed and understood that in the event that the Administrator of Academic Achievement/Supervisor of Special Services and Programs separates from service with the district for any reason other than retirement, she shall not be paid for any accumulated sick leave time. Accumulated unused sick leave compensation shall not be paid to the Administrator of Academic Achievement/Supervisor of Special Services and Programs' estate or beneficiaries in the event of death prior to retirement.

B. Accumulated Unused Vacation Days:

Upon the Administrator of Academic Achievement/Supervisor of Special Services and Programs' separation from service with the District or retirement from employment with the District, the Board shall reimburse the Administrator of Academic Achievement/Supervisor of Special Services and Programs for accumulated unused vacation days earned while an employee of the Board, in accordance with law. Payment shall be calculated at the Administrator of Academic Achievement/Supervisor of Special Services and Programs' daily rate of pay based upon a 260-day work year following her last day of employment with the District. Payment by the Board to the Administrator of

Academic Achievement/Supervisor of Special Services and Programs shall be made within thirty (30) days of the Administrator of Academic Achievement/Supervisor of Special Services and Programs' separation from service with the District.

C. **Payment to Estate:**

If the Administrator of Academic Achievement/Supervisor of Special Services and Programs dies before her Contract of Employment year is completed, payment for any accumulated unused vacation days due to the Administrator of Academic Achievement/Supervisor of Special Services and Programs shall be made to her estate in accordance with law.

7. **EVALUATION**

The Superintendent/Principal shall evaluate the performance of the Administrator of Academic Achievement/Supervisor of Special Services and Programs in accordance with law. Each evaluation shall be in writing, a copy shall be provided to the Administrator of Academic Achievement/Supervisor of Special Services and Programs, and the Superintendent/Principal and the Administrator of Academic Achievement/Supervisor of Special Services and Programs 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 Administrator of Academic Achievement/Supervisor of Special Services and Programs as set forth in her job description, and such other criteria as the State Board of Education shall by regulation prescribe.

8. **TERMINATION OF CONTRACT OF EMPLOYMENT**

This Contract of Employment may be terminated by:

- A. Mutual agreement of the parties;
- B. Unilateral termination by the Administrator of Academic Achievement/Supervisor of Special Services and Programs upon Sixty (60) days written notice to the Board;
- C. Unilateral termination by the Board to the Administrator of Academic Achievement/Supervisor of Special Services and Programs upon Sixty (60) days written notice to the Administrator of Academic Achievement/Supervisor of Special Services and Programs;
- D. In the event that the Administrator of Academic Achievement/Supervisor of Special Services and Programs' certificates are revoked, this Contract of Employment shall become null and void as of the date of revocation;
- E. Misrepresentation of employment history, education and professional credentials, and criminal background, or

F. Actions consistent with law.

In the event the Administrator of Academic Achievement/Supervisor of Special Services and Programs is arrested and charged with a criminal offense, which could result in forfeiture, 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 tenure charges, if applicable based upon the Administrator of Academic Achievement/Supervisor of Special Services and Programs' tenure status at that time.

Nothing in this Contract of Employment shall affect the Board's rights with regard to suspension in accordance with law.

9. 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.

10. 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.

11. 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.


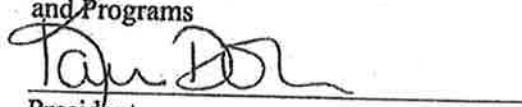
WHEREAS, the Administrator of Academic Achievement/Supervisor of Special Services and Programs approves the terms and conditions of this Contract of Employment, and agrees to be bound by same;

WHEREAS, this Contract of Employment has been approved by a vote of the Members of the Board of Education at its meeting of October 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: 

Witness: 


AMANDA MERGNER
Administrator of Academic
Achievement/Supervisor of Special Services
and Programs

President
BOARD OF EDUCATION