GLASSBORO BOARD OF EDUCATION GLASSBORO, NEW JERSEY

TERMS AND CONDITIONS OF EMPLOYMENT INTERIM ASSISTANT PRINCIPAL

The terms and conditions of employment by and between the Glassboro Board of Education (hereinafter referred to as "BOARD") and Phyllis Martin, (hereinafter referred to as "INTERIM ASSISTANT PRINCIPAL") are hereby agreed to on this 15th day of November, 2023.

WITNESSETH:

That in consideration of the mutual covenants and agreements hereinafter made, the parties hereto agree as follows:

- 1. The BOARD does hereby engage and employ Phyllis Martin to be an Interim Assistant Principal for the Glassboro School District under the direction, supervision and control of the BOARD for the term commencing November 27, 2023 and terminating June 30, 2023. During that period, INTERIM ASSISTANT PRINCIPAL shall perform services on a per diem as-needed basis, including attendance at Board meetings and other school district off hour events, the schedule thereof to be determined and directed by the BOARD, at a rate of Three Hundred Seventy Five Dollars (\$375.00) per day, payable monthly as provided other employees of the School District.
 - A The parties acknowledge that INTERIM ASSISTANT PRINCIPAL will be treated as an employee for purposes of payroll tax withholding requirements. Salary payments will be submitted on supplemental payroll sheets and made on the District's normal payroll dates. Such payments shall be subject to all applicable deductions, including check offs for taxes and FICA; however, the Board, through its business office, shall not withhold any amount for pension contributions. The Board is not responsible, and INTERIM ASSISTANT PRINCIPAL shall hold the Board harmless for any claims arising as a result of her classification as an employee, including but not limited to, income tax withholding and/or pension contributions or claims.
 - B. The parties agree that INTERIM ASSISTANT PRINCIPAL shall receive no other compensation, benefits (including but not limited to insurance coverage) or any other emoluments of employment, except mileage reimbursement in accordance with State Regulations and Board Policy, or as otherwise specifically provided herein. Anything contained herein to the contrary notwithstanding, INTERIM ASSISTANT PRINCIPAL waives any and all claims to paid holidays and/or days that the school is closed, life and medical insurance coverage and pension contributions.

- 2 The INTERIM ASSISTANT PRINCIPAL shall devote herself to the duties of this office as provided under the law and as herein specified.
- 3. The INTERIM ASSISTANT PRINCIPAL represents that she possesses the required certification as Principal issued by the New Jersey State Board of Examiners, and that said certification is now, and shall remain, in full force and effect throughout the term of this Agreement. INTERIM ASSISTANT PRINCIPAL has to be enrolled in the state required residency under the New Jersey Leaders to Leaders Program during his term.
- 4. The INTERIM ASSISTANT PRINCIPAL shall be reimbursed for the costs of any out-of- pocket expenses, such as transportation costs, which she undertakes at the request of the Superintendent of Schools and which are approved by the BOARD. All payments shall be in accordance with the Accountability Regulations.
- 5. The INTERIM ASSISTANT PRINCIPAL shall have all the powers and duties granted to or imposed upon her by N.J.S.A. Title 18A:1-1, et. seq. Title 6A of the New Jersey Administrative Code, other applicable statutes and Board Policy as set forth in writing. The INTERIM ASSISTANT PRINCIPAL agrees to abide by the laws of the State of New Jersey.

6. Professional Liability

- A The BOARD agrees that it shall defend, hold harmless, and indemnify the INTERIM ASSISTANT PRINCIPAL from any and all demands, claims, suits, actions, and legal proceedings brought against the INTERIM ASSISTANT PRINCIPAL in her individual capacity or in her official capacity as agent or employee of the BOARD, provided that the incident arose while the INTERIM ASSISTANT PRINCIPAL was acting within the scope of her employment; and, as such, liability coverage is within the authority of the BOARD to provide under state law.
- B. If, in the good faith opinion of the employee, conflict exists as regards to defense to such claim between the legal position of the INTERIM ASSISTANT PRINCIPAL and the legal position of the BOARD, the employee may engage counsel, in which event the BOARD shall indemnify the employee for the costs of legal defense as permitted by state law.
- 7. It is hereby agreed by the parties hereto that this contract may at any time be terminated by either party by giving the other party thirty (30) days notice in writing of intention to terminate the same.
- 8. This document constitutes the entire contract between the parties. There is no collateral agreement, oral or written. This contract shall be construed in accordance with the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties hereto have executed this document the $15^{\rm th}$ day of November, 2023.

| BOARD OF EDUCATION | | |
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| Christopher Esgro, Board President | Date | |
| INTERIM ASSISTANT PRINCIPAL | | |
| Phyllis Martin | Date | |
| Witness | Date | |