

SUPERINTENDENT EMPLOYMENT CONTRACT

WITH

**LAKESWOOD TOWNSHIP
BOARD OF EDUCATION**

This Employment Contract is made and entered into this 18 day of October, 2012 by and between the Lakewood Township Board of Education, ("the Board"), with offices located at 1771 Madison Avenue, Lakewood, New Jersey 08701, and Mrs. Laura A. Winters ("the Superintendent").

WHEREAS, the Board desires to retain the services of Mrs. Winters as Superintendent of Schools of the Lakewood School District, and Ms. Winters has agreed to provide said services; and

WHEREAS, the Board and Mrs. Winters wish to embody in this Contract the terms and conditions of their Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Board and Mrs. Winters hereby agree as follows:

1. Term

The Board, in consideration of the promises herein contained of the Superintendent, hereby employs, and the Superintendent hereby accepts employment, Mrs. Winters as the Superintendent of Schools for the Lakewood School District for the balance of the 2012-2013 school year and for a further term of four (4) years thereafter, expiring on June 30, 2017.

2. Certification

During the term of this Agreement, the Superintendent shall at all times hold a valid and appropriate certificate to act as a Superintendent of Schools in the State of New Jersey, as well as any and all other certifications required by law to serve in the position of Superintendent. The parties agree that in the event the Superintendent's certification is revoked or otherwise not maintained in full force and effect for any reason, the Superintendent shall immediately notify the Board, and this Contract shall automatically terminate and be null and void as of the date of the revocation or loss of certification.

3. Superintendent Responsibilities

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

- A. Faithfully perform the duties of the Superintendent of Schools and serve as the Chief School Administrator and Executive in accordance with the laws of the State of New Jersey, the Rules and Regulations adopted by the State Board of Education or otherwise issued by the Commissioner of Education, and the Policies which are adopted from time-to-time by the Board. The specific job description adopted and as may be amended by the Board (in consultation with the Superintendent), applicable to the position of Superintendent, is incorporated by reference into this Contract and shall be followed by the Superintendent.
- B. Devote her full time, skills, labor and attention to this employment during the term of this Contract, provided that the Superintendent may, with prior notice to and approval by the Board (which shall not be unreasonably

withheld) undertake consultative work, speaking engagements, writing, teaching, lecturing or other professional duties and obligations which do not interfere with her fulltime responsibilities as Superintendent.

- C. Carry out the administration of instruction and business affairs of the Lakewood School District, with the assistance of staff, in accordance with the responsibilities as outlined above, and more particularly, in the Superintendent job description.
- D. Recommend the selection, placement, appointment, reappointment and transfer of personnel, subject to the approval of the Board in accordance with the responsibilities as outlined above. The nonrenewal of personnel shall occur upon the Superintendent's notification to the employee and the Board.
- E. Study and make recommendations with respect to all criticism and complaints which the Board, either individually or collectively, shall refer to her when brought to their attention in accordance with the responsibilities outlined above.
- F. Attend appropriate professional meetings and conferences as a representative of the Board, provided that the expenses incurred in connection with such meetings shall be subject to the provisions herein regarding reimbursement for professional expenses incurred by the Superintendent.
- G. Structure her working day and organization to ensure that all duties are performed and obligations met. The parties agree that the Superintendent

shall have the right to attend all Board meetings and Committee meetings of the Board, and she has the right to make recommendations to the Board or Committee with respect to any proposed action or policy. The parties also agree that the full Board shall not hold any discussions regarding the Superintendent's employment unless the Superintendent is given written notice of at least 48 hours in advance of the Board meeting, is given the opportunity to address the Board, and is permitted to have a representative of her choosing speak on her behalf. In addition, the Board shall not hold any discussions with regard to the Superintendent's performance, or that may adversely affect the Superintendent's employment, in public session, unless the Superintendent requests that such discussions be held in public session pursuant to the Open Public Meetings Act. The Board may conduct discussions in closed session without the presence of the Superintendent for the purpose of conducting any evaluation process.

4. Compensation

During the term of this Employment Contract, including any extensions thereof, the Superintendent shall not be dismissed or reduced in compensation except as provided by statute. Any adjustment in salary made during the life of this Employment Contract shall be in the form of an amendment and shall become part of this Employment Contract, but it shall not be deemed that the Board and the Superintendent have entered into a new Employment Contract.

- A. The parties agree that the Superintendent's annual salary for the balance of 2012-2013, prorated, and annually thereafter for the term of this contract

shall be one hundred and sixty-seven thousand five hundred dollars (\$167,500.00).

B. The Superintendent shall receive her salary in accordance with the schedule of salary payments in effect for other certified employees.

C. Additionally, the Superintendent shall be eligible for additional annual merit increases, beyond the minimum increases set forth above, which may be provided, based on the Superintendent's progress toward achieving the district goals. These performance-based salary increases may be granted beginning with the 2013-2014 contract year and in each subsequent year of this Contract and shall be considered extra compensation. Any such merit increases will be in accordance with the law and Code in effect at the time at which they are considered by the Board. If the Board determines to grant a merit increase, it may do so upon the annual merit criteria being achieved, after receiving Board and Executive County Superintendent approval.

Other Benefits

A. Leaves

1. Work Year and Vacation

Except for the 2012-2013 school year, in which the Superintendent is beginning her service mid-year, the work year shall be from July 1 through June 30, exclusive of holidays and vacations. The Superintendent shall be entitled to twenty-five (25) vacation days with pay annually, which shall be pro-rated for the first year of the Contract. The Superintendent shall be permitted to take vacation days at any time, subject to the further requirements of this Section of the Contract. The Board, through its attendance secretary, shall be responsible for maintaining written documentation of the Superintendent's

earned, used and accrued vacation days. If the Superintendent does not complete a full contract year, the number of days shall be pro-rated at the rate of two (2) days per month for the completed months of service. Vacation days can be carried over to the next succeeding year pursuant to N.J.S.A. 18A:30-9.1. The Superintendent shall take her vacation time only after giving the Board President reasonable notice, which shall be not less than four weeks. School vacations do not constitute time off for the Superintendent, unless she uses her leave time. If the Superintendent wishes to take more than two consecutive vacation days during periods when school is in session, she shall request permission from the Board President not less than four weeks prior to the date such vacation is proposed to commence, except the case of special circumstances. The Superintendent is expected to attend to the business of the District as required for its smooth and efficient operation.

2. Holidays

The Superintendent shall be entitled to all holidays permitted other twelve-month professional employees.

3. Sick Leave

Effective July 1st of each contract year, the Superintendent shall be provided fifteen (15) days' sick leave annually, which shall be pro-rated for the first partial school year of the contract (2012-2013). Any unused sick leave days shall be cumulative and available for sick leave if needed in a subsequent year.

4. Personal Leave

Effective July 1st of each contract year, the Superintendent shall be provided five (5) days of absence with pay annually for personal matters which require absence during

school hours to be used at her discretion. Unused personal leave at the end of each contract year shall not be cumulative.

5. Bereavement Leave

The Superintendent shall be provided the following leaves of absence with pay as needed: five (5) days for bereavement upon the death of a spouse, parent, child, grandparent, brother, sister or father or mother-in-law; one (1) day for other family members. Unused bereavement leave at the end of each contract year shall not be cumulative.

B. Health Insurance

The Superintendent shall be entitled to health insurance paid by the Board in accordance with the plan available to all central office administrators. The Superintendent shall be responsible for making any and all contributions toward the cost of health care benefits coverage pursuant to P.L. 2011, c.78. In doing so, the Superintendent shall contribute an amount toward payment of premiums.

C. Job-Related Expenses and Other Compensation

1. Sustenance and Travel

The Board shall reimburse the Superintendent for all school business related sustenance and for all travel for which she uses her personal vehicle calculated at the rate established in accordance with N.J.S.A. 18A:11-12 and the New Jersey OMB Circular. The Superintendent shall follow Board Policy and State Law in supplying the requisite documentation when seeking reimbursement.

2. Board Equipment

The Board shall provide the Superintendent for business use with the following: a Blackberry or similar device, a laptop, a printer, and a cell phone. This equipment shall remain the property of the Board and shall be returned to the Board upon the Superintendent's separation from employment with the Board.

3. Professional Growth

The Board shall pay for and/or reimburse the Superintendent for registration fees, tuition, expenses, textbooks and all other reasonable expenses for conferences, seminars and/or graduate school course work at institutions which are at institutions which are accredited by an agency properly recognized by the U.S. Department of Education to provide accreditation, of the Superintendent's choosing and which are approved in advance by the Board of Education. The Superintendent shall be entitled to attend one national and two State conferences annually, provided that the Superintendent shall follow the Board Policy and State laws in supplying the necessary documentation when seeking reimbursement, shall receive prior Board approval, and shall report to the Board regarding her attendance at conferences, seminars and courses taken.

4. Membership Fees

The Board shall pay one hundred percent (100%) of the Superintendent's fees, dues and charges to the New Jersey Association of School Administrators, the American Association of School Administrators, and the Ocean County Association of School Administrators. Membership in other professional and/or civil organizations that the Superintendent deems necessary to maintain and/or improve her professional development and skills will be paid by the Board upon prior Board approval.

5. Tax Sheltered Annuity

The Superintendent may elect to have a designated portion of her monthly salary deducted from her paycheck for placement with an existing Board approved tax sheltered annuity plan, a pension supplemental annuity fund plan, a pension group life insurance plan, or an employee income protection plan.

6. Evaluation

- A. Each school year, the parties shall meet and the Board, in consultation with the Superintendent, shall establish criteria for evaluation of the Superintendent during the current school year. Such criteria shall be reduced to writing and shall constitute a basis on which the Superintendent is evaluated. The parties shall also meet and review the evaluation format to be used for the succeeding school year.
- B. The Board shall evaluate the performance of the Superintendent at least once a year on or about April 1st, (but not later than May 31st), in accordance with the Statutes, Rules, Regulations and Board Policy relating to the Superintendent evaluation. The Superintendent's annual evaluation shall be in writing, shall include areas of commendations and recommendations and shall provide direction as to any areas of performance in need of improvement. Before final Board action, a copy shall be provided to the Superintendent, and the Superintendent and the Board shall meet to discuss the findings. The annual evaluation shall be based upon the goals and objectives of the District and of the Superintendent, the responsibilities of the Superintendent as set forth in

the job description for the position of the Superintendent, and such other criteria as the Board sets forth, and as the State Board of Education shall, by regulation, prescribe.

- C. In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing and in reasonable detail the specific instances of unsatisfactory performance. The evaluation shall include specific recommendations for improvement in all instances where the Board deems performance to be unsatisfactory. The Superintendent shall have the right to respond in writing to the evaluation. The Superintendent's response shall become a permanent attachment to the Superintendent's evaluation and personnel file, upon her request.
- D. On or prior to August 1st of each school year, the parties will meet to establish the District and Superintendent goals and objectives for the next succeeding school year.

7. Termination of Employment Contract/Renewal/Non-Renewal

This Contract may be terminated under the following conditions:

- A. Non-renewal by notification in accordance with the provisions of *N.J.S.A. 18A:17-20.1*, as such statute may change from time to time. It shall be the responsibility of the Superintendent to notify the Board in writing, no later than April 15, 2016, of its need to consider the matter of her renewal and its obligation to notify her in writing of same by the aforementioned deadline;

- B. By the Board, for cause or upon any other basis in accordance with N.J.S.A. 18A:17-20.2;
- C. By Ms. Winters, upon ninety (90) calendar days written notification;
- D. In the event that the Superintendent's certificate is revoked, this Contract shall be null and void pursuant to N.J.S.A. 18A:17-15.1;
- E. If the Superintendent is precluded from performing her duties by any judgment, order or directive of any Court of competent jurisdiction or by the Commissioner of Education of the State of New Jersey, all provisions of this Contract shall terminate, the Contract shall be null and void, and the Superintendent's employment shall cease effective immediately;
- E. By the incapacity of the Superintendent; or
- F. By mutual Agreement of the parties

In the event that the Board elects to terminate this Contract prior to its expiration date for a reason other than those set forth in this Section 7(A) – (F) or otherwise permitted by statute, and to remove the Superintendent from the actual performance of her duties, the Board shall compensate the Superintendent for all salary and fringe benefits until the expiration date is reached, minus compensation from any and all other employment. It is understood that the Superintendent must make a good faith effort to find employment elsewhere as soon as possible and prior to the expiration date of the within Contract. The salary received by the Superintendent in such employment shall be

deducted from the payments made to the Superintendent by the Board. Insurance benefits will be adjusted to reflect coverage, if any, in the new position.

8. Separation from Service

The Superintendent shall also receive the following as part of compensation, upon separation from employment with the District under this Contract:

A. Vacation Days

Payment for accumulated vacation days shall be governed by the provisions of N.J.S.A. 18A:30-9 and the regulations promulgated thereunder.

B. Payment to Estate

If the Superintendent dies before an Employment Contract year is completed, payment for the unused vacation days owed under this Contract shall be made available to the Superintendent's beneficiary. If no beneficiary is named, the payment shall be to the Superintendent's estate, based on the per diem rates applicable.

C. Upon the Superintendent's separation from employment with the Board for purposes of retirement, the Board will pay for all unused accumulated sick days earned while an employee of the Board. Sick days shall be reimbursed at the per diem rate of 1/260th of the final annual salary to a maximum of fifteen thousand dollars (\$15,000.00).

9. Indemnification

The Board shall provide indemnification for the Superintendent, consistent with the provisions of N.J.S.A. 18A:16-6 and 16-6.1.

10. Right to Counsel

The Superintendent acknowledges that she has been informed of her right to be represented by legal counsel regarding the negotiation, development and approval of this Employment Contract and that she has availed herself of same and is satisfied with the services provided to her.

11. Complete Agreement

This Employment Contract embodies the entire agreement between the parties hereto and contains all understandings regarding the terms and conditions of employment for the Superintendent. This Agreement may not be modified or amended except by mutual agreement of the parties incorporated in a written Agreement signed by both parties.

12. New Jersey Law

This Agreement shall be construed and interpreted in accordance with the provisions of the Laws of the State of New Jersey.

13. Conflicts

In the event of any conflict between the terms, conditions and provisions of this Employment Contract and the provisions of the Board's Policies or any permissive State or Federal Law, unless otherwise prohibited by law, the terms of this Employment Contract shall take precedence over the contrary provisions of the Board Policies or any such permissive laws.

14. Separability/Savings Clause

If, during the term of this Employment Contract, it is found that any specific clause of the Contract is illegal under any Federal or State Law, or by a Court or agency of competent jurisdiction, then the remainder of this Employment Contract not affected by such a ruling shall remain in full force and effect.

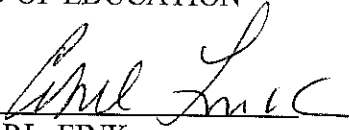
WHEREAS, the Board has approved the terms and conditions of this Employment Contract; and

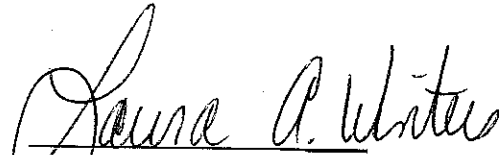
WHEREAS, the Superintendent has approved the terms and conditions of this Employment Contract; and

WHEREAS, this Employment Contract has been approved by the Executive County Superintendent of Schools for the County of Ocean in accordance with prevailing law and by a vote of the majority of the members of the Lakewood School District Board of Education at its meeting of October 18, 2012 and has been made a part of the minutes of that meeting;


IN WITNESS WHEREOF, the parties hereto do set their hands and seals, either individually or by their authorized officers, to this Employment Contract, effective on the day and year first above written.

LAKEWOOD TOWNSHIP
BOARD OF EDUCATION

By: 
CARL FINK
President


LAURA A. WINTERS
Superintendent

WITNESSED BY:


ARLENE BIESIADA
Interim Business Administrator/
Board Secretary

WITNESSED BY:

