



State of New Jersey

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

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ANGELICA ALLEN-MCMILLAN, Ed.D.
Acting Commissioner

CHARLES MULLER
Interim Executive County Superintendent

August 10, 2022

Kevin Campbell, Assistant Business Administrator/Board Secretary
Lakewood Township School District
200 Ramsey Avenue
Lakewood, NJ 08701

Dear Mr. Campbell:

I have reviewed the employment contract for Laura Winters for the position of Superintendent, in accordance with N.J.S.A. 18A:7-8(j) and to determine compliance with the standards adopted by the Commissioner of Education at N.J.A.C. 6A:23A-3.1. Based upon my review, I have determined that those provisions of the contract subject to my review are in compliance with applicable laws and regulations. Therefore, I approve the contract for a five-year term beginning July 1, 2022 and ending at the close of business on June 30, 2027.

This contract must now be approved by the district Board of Education. I ask that you submit a signed copy of this contract and a copy of the minutes (affixed with a raised seal) indicating the resolution approving this contract.

If there are any changes to the terms of this contract, you will need to submit it to me for review and approval prior to the required public notice and hearing of such changes.

Sincerely,

Charles Muller

Charles Muller
Interim Executive County Superintendent
Ocean County Office of Education

cc: Laura Winters, Superintendent

CM/mw

SUPERINTENDENTEMPLOYMENTCONTRACT

WITH

**LAKWOOD
TOWNSHIP BOARD
OF EDUCATION**

This Employment Contract is made and entered into this 10th day of August, 2022 by and between the Lakewood Township Board of Education, ("the Board"), with offices located at 200 Ramsey Avenue, Lakewood, New Jersey 08701, and Mrs. Laura A. Winters ("the Superintendent").

WHEREAS, the Board desires to provide administrative stability to the district; and

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

WHEREAS, the Board hereby rescinds all prior contracts between the parties: 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 a five-year term beginning July 01, 2022 and ending at the close of business on June 30, 2027.

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

In consideration of the employment, salary and fringe benefits established hereby, the Superintendent hereby agrees to the following:

A. To perform faithfully the duties of Superintendent of Schools for the Board and to serve as the chief school administrator in accordance with the laws of the State of New Jersey, Rules and Regulations adopted by the State Board of Education, existing Board policies and those which are adopted by the Board in the future. The specific job description adopted by the Board, applicable to the position of Superintendent of Schools, is incorporated by reference into this Contract, (attached as Exhibit C).

B. To devote the Superintendent's full time, skills, labor, and attention to this

employment during the term of this Contract; and further agrees not to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties for compensation without written permission of the Board. Should the Superintendent choose to engage in such outside activities on weekends, on his/her vacation time, or at other times when she is not required to be present in the district, she shall retain any honoraria paid. The Superintendent shall notify the Board President in the event she is going to be away from the district on district business for three (3) or more days in any week. Any time away from the district that is not for district business must be arranged in accordance with provisions in this Contract governing time off. The Board recognizes that the demands of the Superintendent's position require her to work long and irregular hours, and occasionally may require that she attend to district business outside of the district.

C. To assume the responsibilities for the selection, renewal, placement, removal, and transfer of personnel, subject to the approval of the Board, by recorded roll call majority vote of the full membership of the Board, and subject to applicable Board policies and directives. The Board shall not withhold its approval of any such recommendation for arbitrary or capricious reasons, all in accordance with *N.J.S.A. 18A:27-4.1*.

D. To non-renew personnel pursuant to *N.J.S.A. 18A:27-4.1*, and to provide a written statement of reasons for non-renewal upon proper request to the employee.

E. To study and make recommendations with respect to all criticisms and complaints, which the Board, either by committee or collectively, shall refer to her. The Superintendent shall have the right to contact the Board's attorney for legal assistance as the need arises in carrying out her duties.

F. To assume responsibility for the administration of the affairs of the school district, including but not limited to programs, personnel, fiscal operations, and instructional programs. All duties and responsibilities therein will be performed and discharged by the Superintendent, or by staff, at the Superintendent's direction.

G. To have a seat on the Board and have the right to speak (but not vote) on all issues before the Board in accordance with applicable law. The Superintendent shall attend all regular and special meetings of the Board, (except where a *Rice* notice has been served upon the Superintendent notifying her that her employment will be discussed in closed session, and the Superintendent had not requested that the meeting be conducted in public, or where the Superintendent has a conflict of interest), and all committee meetings thereof, and shall serve as advisor to the Board and said committees on all matters affecting the school district. Where the Superintendent has received a *Rice* notice and has opted to have the discussion in executive session, she shall have the right to address the board in executive session and bring an attorney to represent her.

H. To suggest, from time to time, regulations, rules, policies, and procedures deemed necessary for compliance with law and/or for the well-being of the school district.

I. To perform all duties incident to the Office of the Superintendent and such other duties as may be prescribed by the Board from time to time. The Superintendent shall, at all times, adhere to all applicable

federal and state statutes, rules, regulations, and executive orders, as well as district policies and regulations.

J. The Board shall not substantially increase the duties of the Superintendent by assigning her the duties or responsibilities of another position or title unless the parties agree upon additional compensation commensurate with such increase in duties, the additional compensation shall be reflected in an addendum to this Employment Agreement, and such addendum shall be approved by the Executive County Superintendent.

K. The Board shall acknowledge that the administration and the day-to-day operation of the district falls within the legislatively designated authority of the superintendent. The Board further acknowledges that the Board's legislatively designated role is to ensure that administrative authority is exercised consistently with the laws of the state as well as the duly adopted policies of the Board such that no exercise of administrative authority can be fairly characterized as arbitrary, capricious, or unreasonable.

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 retroactive to July 1, 2022 through June 30, 2023, the Board shall provide the Superintendent with an annual salary of \$215,362.00 (Two Hundred Fifteen Thousand Three

Hundred Sixty Two Dollars);

- b. The parties agree that beginning on July 1, 2023, through June 30, 2024, the Board shall provide the Superintendent with an annual salary of \$220,746.05 (Two Hundred Twenty Thousand Seven Hundred Forty Six Dollars and Five Cents);
- c. The parties agree that beginning on July 1, 2024, through June 30, 2025, the Board shall provide the Superintendent with an annual salary of \$226,264.70 (Two Hundred Twenty Six Thousand Two Hundred Sixty Four Dollars and Seventy Cents);
- d. The parties agree that beginning on July 1, 2025, through June 30, 2026, the Board shall provide the Superintendent with an annual salary of \$231,921.32 (Two Hundred Thirty One Thousand Nine Hundred Twenty One Dollars and Thirty Two Cents);
- e. The parties agree that beginning on July 1, 2026, through June 30, 2027, the Board shall provide the Superintendent with an annual salary of \$237,719.35 (Two Hundred Thirty Seven Thousand Seven Hundred Nineteen Dollars and Thirty Five Cents);
- f. The Superintendent shall receive her salary in accordance with the schedule of salary payments in effect for other certified employees.
- G. **No Reduction in Salary/Compensation.** During the term of this Employment Contract, including any extension hereof, the Superintendent shall not be reduced in compensation and/or benefits except as otherwise provided by law.

Other Benefits

A. Leaves

1. Work Year and Vacation

The Work year shall be defined as being from July 1 through June 30, exclusive of holidays and vacations. The Superintendent shall be entitled to twenty-five (25) vacation days. 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. 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 after giving the Board President reasonable notice. School vacations do not constitute time off for the Superintendent, unless she uses her leave time. If the Superintendent wishes to take more than three consecutive vacation days during periods when school is in session, she shall provide the Board President with as much advance notice as is reasonably possible. The Superintendent is expected to attend to the business of the District as required for its smooth and efficient operation.

Vacation leave not taken in a given year because of duties directly related to a state of emergency declared by the Governor may accumulate at the discretion of the board until, pursuant to a plan established by the board and the Superintendent, the leave is used or the Superintendent is compensated for that

leave.

Upon separation from employment, the Superintendent shall be paid for her unused, accumulated vacation days. The per diem rate for unused vacation days shall be calculated as 1/260th of the Superintendent's final salary. The Board shall make any such payment within thirty (30) days after the Superintendent's last day of employment. In the event of the Superintendent's death, payment for her unused accumulated vacation days shall be made to his/her estate.

2. Holidays

The Superintendent shall be entitled to all holidays permitted other twelve- month professional employees as well as winter and spring breaks.

3. Sick Leave

Effective July 1st of each contract year, the Superintendent shall be provided fifteen (15) days' sick leave annually. Any unused sick leave days shall be cumulative and available for sick leave if needed in a subsequent year. The parties acknowledge that as of July 1, 2022, the Superintendent has **215** earned but unused sick leave from her employment in the district. . In accordance with *N.J.S.A.* 18A30-7 the total number of accumulated, unused sick days in any year cannot exceed 15 days.

4. Personal Leave

Effective July 1st of each contract year, the Superintendent shall be provided fived (5) days of absence with pay annually for personal matters which require absence during school hours to be used at her discretion. At the end of each year, any unused personal leave days shall be converted to sick leave days. In accordance with *N.J.S.A.*

18A30-7 the total number of accumulated, unused sick days in any year cannot exceed 15 days. As a result, the Superintendent can only convert personal leave days into sick leave days if the aggregate amount of sick leave days in any one year shall be 15 days or fewer.

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 or P.L. 2020,. 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 smart phone or similar device, a laptop or tablet, and a printer. 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 professional conferences, and seminars. 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.

The board shall reimburse the Superintendent for tuition costs incurred for graduate level courses at an accredited institution of higher education that are part of a formal program of studies leading to the awarding of a Doctoral Degree in an area or discipline related to her position.

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. The Board shall evaluate the performance of the Superintendent at least once a year on or before June 30th in accordance with statutes, regulations and Board policy relating to Superintendent evaluation. Each annual evaluation shall be in writing and shall represent a majority of the Board. A copy of the evaluation shall be provided to the Superintendent, and the Superintendent and the Board shall meet to discuss the findings. The Board may meet in closed session to discuss the evaluation and the Superintendent's performance where a *Rice* notice has been served upon the Superintendent, giving notice that the Superintendent's employment will be discussed in closed session, and the Superintendent has not requested that the meeting be conducted in public. The evaluations shall be based upon the criteria adopted by the Board, the goals and objectives of the district, which shall include encouragement of student achievement, the responsibilities of the Superintendent as set forth in the job description for the position of Superintendent, the district's placement on the NJQSAC continuum (with respect to those DPRs that are within the Superintendent's control), and such other criteria as the State Board of Education shall by regulation prescribe. 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; this response shall become a permanent attachment to the Superintendent's personnel file upon the Superintendent's request. On or before June 1st of each year of this Employment Contract, the Superintendent and the Board shall meet to review the evaluation format and to mutually determine the evaluation format to be used in the subsequent school year.

The final draft of the annual evaluation shall be adopted by the Board by June 30 of each year of this Contract. The Superintendent shall propose a schedule for evaluation for the next year to the Board President by the annual organization meeting each year.

B. Within sixty (60) days of the execution of this Employment Contract, the parties shall meet to establish the district's goals and objectives for the ensuing school year. Said goals and objectives shall be reduced to writing and shall be among the criteria by which the Superintendent is evaluated, as hereinafter provided. On, or prior to, June 1 of each succeeding school year, the parties will meet to establish the district's goals and objectives for the next succeeding school year, in the same manner and with the same effect as heretofore described.

C. The parties also agree that the Board shall not hold any discussions regarding the Superintendent's employment, unless the Superintendent is given written notice at least 48 hours in advance and is given the opportunity to address the Board in closed session with a representative.. 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.

7. RIGHTS AND REMEDIES

This Contract may be terminated under the following conditions:

- A. Non-renewal by notification on or before February 1, 2027;
- 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, of an arbitrator in accordance with *NJS.A.* 18A:6- 10 *et seq.*, 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;
- 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. RELEASE OF PERSONNEL INFORMATION

- a. The Board acknowledges and agrees that the Open Public Records Act and case law interpreting it governs disclosure of personnel records. Pursuant to the Open Public Records Act, the only personal information in connection with the Superintendent's employment with the District which is deemed public is (1) her name; (2) title; (3) salary; (4) payroll record; (5) length of service; (6) position; (7) date of separation from government service and reason; (8) amount and type of pension received; (9) data indicating conformity with specific experiential, education and medical qualification required for employment or receipt of public pension (exclusive of detailed medical or psychological information). All other information, except as otherwise provided by law, is deemed confidential and shall not be released to the public absent a written

release by the Superintendent, or by a lawful order of a court of competent jurisdiction.

9. SEPARATION FROM SERVICE

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

A. Vacation Days

Payment for all accumulated, but unused, earned vacation days.

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 retirement 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).

10. 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.

11. 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.

12. 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.

13. NEW JERSEY LAW

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

14. 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.

15. 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.

16.TENURE AND SENIORITY

The parties acknowledge that the Superintendent has tenure in the position of principal as well as other positions in the district. Throughout this contract, the Superintendent shall retain all tenure rights in all prior positions, and shall continue to accrue seniority in the position of principal and all other tenured positions. In the event that the Superintendent's contract is not renewed or if she resigns from the position of Superintendent, she shall be permitted to assert her tenure and seniority rights, including bumping rights, to the position of principal in the district. The Superintendent shall also continue to advance on the Principal's salary guide throughout the term of this contract. For example, during the 2017- 2018 school year, the Superintendent was assigned as principal Step 17. If assigned principal during the 2027-2028 school year, she would be assigned to step 27, or higher.

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 August 10, 2022 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 aove written.

LAKWOOD TOWNSHIP BOARD OF EDUCATION

By: Moshe Bender 8/11/22
Moshe Bender, Board President Date

Laura A. Winters 8/16/2022
Laura A. Winters, Superintendent Date

Kevin Campbell 8/11/22
Kevin Campbell, Assistant Business Administrator Date