

WINSLOW TOWNSHIP BOARD OF EDUCATION

H. MAJOR POTEAT, Ed.D.

SUPERINTENDENT

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT is made and entered into this 1st day of July 2017, by and between the **WINSLOW TOWNSHIP SCHOOL DISTRICT BOARD OF EDUCATION**, of the County of Camden, State of New Jersey, with offices located at 40 Coopers Folly Road, Atco, New Jersey 08004 (hereinafter referred to as the "Board"), and

H. MAJOR POTEAT, (hereinafter referred to as the "Superintendent" or "Dr. Poteat").

WITNESSETH:

WHEREAS, the Board desires to provide the Superintendent with a written employment contract in order to enhance administrative stability and continuity within the schools, which the Board believes generally improves the quality of its overall educational program; and,

WHEREAS, the Board and the Superintendent believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the educational program of the schools;

NOW, THEREFORE, the Board and the Superintendent, for the consideration herein specified, agree as follows:

1. TERM

The Board, in consideration of the promises herein contained, hereby employs, and the Superintendent hereby accepts employment as Superintendent of Schools for a term commencing July 1, 2017, and expiring midnight June 30, 2022.

2. SUPERINTENDENT RESPONSIBILITIES

The Superintendent shall be the chief executive and administrative officer of the Board and shall have general supervision over all aspects, including the fiscal operations and instructional programs of the District, and shall arrange the administrative and supervisory staff, including instruction and business affairs in a manner which, in his judgment, best serves the District. The selection, placement, transfer, renewal and dismissal of personnel, both instructional and noninstructional, shall occur only upon the recommendation of the Superintendent, subject to Board approval, and the nonrenewal of personnel shall occur upon the Superintendent's notification to the Board and the employee.

The members of the Board, individually and collectively, will refer to the Superintendent, any and all criticisms, complaints and suggestions concerning the operation and management of the District called to their attention. The Board will not take action on any such criticisms, complaints, and/or suggestions until they are discussed by the Board at a scheduled meeting of the Board, and a consensus sought to direct the Superintendent to study, recommend, and/or take action. The Superintendent shall have the right to contact the Board attorney for legal assistance as the need arises in carrying out his duties.

All duties assigned to the Superintendent by the Board should be appropriate to and consistent with the professional role and responsibility of the Superintendent, as set by Board Policy 1230 (attached hereto and incorporated herein by reference), and in the Superintendent job description, which may be modified by mutual agreement from time to time, consistent with the intent set forth above. The Board shall not substantially increase or change the duties of the Superintendent unless such increase or change is permitted or required by law, or is mutually agreed upon through a written amendment to this Contract.

The parties agree that the Superintendent shall have the right to attend all Board meetings and committee meetings of the Board and he or his delegate 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 Board shall not hold any discussions regarding the Superintendent's employment, unless the Superintendent is given written notice at least 48 hours in advance, is permitted to be present during such discussions, is given the opportunity to address the Board, and is permitted to have a representative of his choosing speak on his 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.

3. COMPENSATION

During the term of this Employment Contract, including any extension thereof, the Superintendent shall not be reduced in compensation, including salary and benefits, except as provided herein or as permitted by law or regulation. Any agreed-upon adjustment in salary, except incremental increase, 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. Salary

1. Commencing with the 2017-18 Contract year, the Superintendent's salary shall be as listed below. For the 2017-2018 contract year, the Board shall pay the Superintendent an annual salary of Two Hundred Thousand, Five Hundred Sixteen dollars (\$200,516) (inclusive of the High School Salary Increment). These annual salary rates shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees.

2. Salary Increases: On July 1, 2017 and July 1 of each subsequent year of this agreement, the Superintendent will receive a salary increase of 2% of his current salary (inclusive of High School Salary Increment), as approved by the Board, as follows:

2017-2018	<u>\$200,516</u>	(Includes 2% and High School Increment)
2018-2019	<u>\$204,526</u>	(Includes 2% and High School Increment)
2019-2020	<u>\$208,617</u>	(Includes 2% and High School Increment)
2020-2021	<u>\$212,789</u>	(Includes 2% and High School Increment)
2021-2022	<u>\$217,045</u>	(Includes 2% and High School Increment)

3. The Superintendent shall receive a merit bonus in addition to his annual base salary if he meets the following criteria. The merit bonus will be based upon his achievement of quantitative merit criteria and/or qualitative merit criteria. The Board and Superintendent shall select three (3) quantitative merit and two (2) qualitative merit criteria per contract year, and the data that forms the basis of measuring the achievement of quantitative merit and/or qualitative merit criteria. The Executive County Superintendent shall approve or disapprove the selection of quantitative merit and qualitative merit criteria and the data that forms the basis of measuring the achievement of quantitative merit and qualitative merit criteria. The Superintendent shall receive a merit bonus in the amount of 3.33% of his annual base salary for each quantitative merit criterion achieved, and a merit bonus in the amount of 2.5% of annual base salary for each qualitative merit criterion achieved. The Board shall submit a resolution to the Executive County Superintendent certifying that the quantitative merit and qualitative merit criterion have been satisfied and shall await a confirmation of the satisfaction of that criterion from the Executive County Superintendent prior to payment of the merit bonus. The merit bonus shall be paid to the Superintendent within 30 days of receipt of the approval from the Executive County Superintendent. The Board's obligation to pay

the Superintendent for an earned merit bonus shall survive the termination of this Employment Contract.

4. In the event that the salary cap regulations expire or are further amended, the parties agree to negotiate a salary increase; any such increase shall be reflected in an addendum to the contract and be subject to the approval of the Executive County Superintendent.

5. 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.

6. Notwithstanding the foregoing, no salary increase of any kind will take effect on midnight June 30, 2022 (the final day of this Employment Contract) unless the parties have agreed to a contract extension. The terms of any such extension will govern all increases to take effect after midnight June 30, 2022.

7. Nothing in this Employment Contract shall limit the Board's authority under Chapter 29 of the School Laws, including N.J.S.A. 18A:29-4 and 18A:29-14 (concerning withholding of increments).

B. Leaves: The Board shall provide the following leaves as part of the Superintendent's compensation:

1. Vacation. The Superintendent shall be granted thirty (30) vacation days annually, all of which shall be available to the Superintendent on July 1st of each year. He may carry over up to thirty (30) unused vacation days from one year for use in the following school year. If said "carry-over" days are not used in the following school year, they will be lost. The Superintendent shall be permitted to take vacation days at any time, including, but not limited to, upon retirement, resignation or contract nonrenewal, but if more than five (5) days are to be used at one time, the vacation must be approved

by the Board President. The Board, through its business office, shall be responsible for maintaining written documentation of the Superintendent's earned, used and accrued vacation days.

Upon the Superintendent's separation from employment with the Board, the Board will pay all accumulated vacation days at a *per diem* rate of 1/260 of the Superintendent's annual salary at the time of separation. All such payments shall be consistent with N.J.S.A. 18A:30-9.

If the Superintendent dies before the Employment Contract year is completed, payment for the Superintendent's accumulated vacation days shall be made to the Superintendent's estate.

2. Holidays. The Superintendent shall be entitled to all officially recognized holidays and other non-work days off as listed on the annual approved school calendar that are not otherwise utilized for job-related activities, such as in-service days. The calendar list the following as days off:

- a. July – Independence Day
- b. July – Independence Day (Additional Day)
- c. September – Labor Day
- d. September/October – Rosh Hashanah or Yom Kippur
- e. October – Columbus Day
- f. November – Teacher Convention
- g. November – Veteran's Day
- h. November – Thanksgiving Holiday Break
- i. December/January – Winter Break
- j. January – Dr. Martin Luther King, Jr. Day
- k. February – President's Day
- l. March or April – Spring Break
- m. May – Memorial Day

3. Sick Leave/ Leave: The Superintendent shall be allowed fifteen (15) days sick leave annually. The unused portion of such leave, at the end of each school year, shall be cumulative, and may be carried over from one year to the next.

In addition, the Superintendent shall receive three (3) personal leave days annually. Any unused, personal leave days at the end of the year shall be converted into sick days and transferred to the Administrator's accumulated sick leave bank. However, the Superintendent may not carry over more than fifteen (15) days of personal and sick days combined.

The Superintendent shall have the option to receive payment for unused sick days at his *per diem* rate (1/260 of his annual salary) upon retirement. Payment shall not exceed \$15,000 and shall be consistent with N.J.S.A. 18A:30-3.5

C. Medical Insurance: The Board shall provide, as part of the Superintendent's compensation, the following medical insurance:

1. Health Benefits: The Board shall provide the Superintendent with individual or family health benefits coverage. The Superintendent shall pay the portion of the premium costs for all such coverage's set forth in Chapter 78, P.L. 2011 (passed as Senate No. 2937) and implementing regulations as the same provides on the date of the execution of this Employment Agreement. Such limitation shall in no way link this Contract with any agreement collectively negotiated with district employees. The premium shall be paid by the Superintendent through payroll deduction.

2. The Superintendent may waive coverage in any of the health benefits plans if covered through a spouse, civil union or domestic partner's health plan, and in accordance with procedures established by the Board. The Superintendent 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.

3. Dental Care: The Board shall provide the Superintendent with a program of dental care, which provides for full family coverage.

4. Vision Plan: The Board shall provide the Superintendent with a program of vision care, which provides for family coverage.

5. Prescription Plan: The Board shall provide the Superintendent with a prescription program, which provides for full family coverage.

6. Disability Insurance: Disability Income-Protection Insurance. The Board shall purchase a disability income-protection policy for the Superintendent that will provide a monthly income to the Superintendent in a premium amount not to exceed \$3,500.00.

D. Job-Related Expenses

1. Laptop Computer. The Board shall provide the Superintendent with a laptop computer and other necessary equipment for his use while working away from the school district. The Board shall be responsible for the costs associated with maintaining said computer. The parties agree that the Superintendent may utilize this computer for business use and incidental personal use.

E. Other Compensation

1. Tuition Reimbursement. The Board shall reimburse the Superintendent the full cost of registration fees, tuition expenses, and textbooks for post-graduate school coursework at an accredited institution of the Superintendent's choosing, so long as such costs are approved by the Board and set aside in the annual budget and Superintendent completes the course work. The Superintendent shall follow Board policy in supplying the necessary documentation when seeking reimbursement.

2. Job-Related Expenses. The Board shall reimburse the Superintendent for job related expenses including, but not limited to necessary and reasonable travel, hotel,

and sustenance expenses in accordance with District policy, the Administrative Code, and Commissioner of Education Regulations. All travel reimbursements shall be made in accordance with New Jersey Statutes and regulations, and if applicable, in accordance with Circulars published by the New Jersey Department of the Treasury or any other applicable directive.

F. Indemnification. The Board shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings of any kind brought against the Superintendent in his capacity as an agent and/or employee of the Board provided the incident giving rise to the claim occurred while the Superintendent was acting within the scope of his employment; and, as such, indemnification is within the authority of the Board to provide under state law. If, in the good faith opinion of the Superintendent, a conflict exists in regard to the defense of any claim, demand or action brought against him, and the position of the Board in relation thereto, the Superintendent may engage his own legal counsel, in which event the Board shall indemnify the Superintendent for the costs of his legal defense.

4. PROFESSIONAL GROWTH OF SUPERINTENDENT

The Board encourages the continuing professional growth of the Superintendent through his participation, as he might decide in light of his responsibilities as the Superintendent, in the following:

- (a) the operations, programs, and other activities conducted or sponsored by school administrators and school board associations;
- (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 Superintendent to perform his professional responsibilities for the Board;

- (d) continuing education requirements;
- (e) visits to other institutions; and,
- (f) other activities promoting the professional growth of the Superintendent.

In its encouragement, the Board shall approve a reasonable amount of release time for the Superintendent, as he deems appropriate, to attend such matters and shall pay all reasonable travel, registration and sustenance expenses. At a minimum, the Superintendent shall be permitted to attend, at his option, two conferences annually in accordance with N.J.S.A. 18A:11-12. It is agreed that any continuing education that requires release time of more than two (2) days, and/or requires airfare and lodging, must be previously approved by the Board.

The Board shall pay all costs and fees associated with any state-mandated continuing education and professional growth.

5. MEMBERSHIP FEES

The Board shall pay 100% of the Superintendent's membership fees and/or charges for two (2) professional Association/organizations at the option of the Superintendent and subject to Board approval which the Superintendent deems necessary to maintain and/or improve his professional skills so long as such fees and/or charges do not exceed \$5000.00 per school year, total, exclusive of expenses related to conference and workshop attendance.

6. OUTSIDE ACTIVITIES

The Superintendent shall devote his time, attention and energy to the business of the District. However, he may serve as a consultant to other Districts or educational agencies, lecture, engage in writing activities or speaking engagements, and engage in other activities which are of a short-term duration at his discretion. Such activities, which require the Superintendent to be absent from the District for more than one full working day, shall be reported to, and approved by, the Board President.

7. BOARD GOALS AND OBJECTIVES

Within sixty (60) days of the execution of this Employment Contract, the parties shall meet to establish the Board's goals and objectives for the Superintendent, for the 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 1st of each succeeding school year, the parties will meet to establish the Board's goals and objectives for the Superintendent for the next succeeding school year, in the same manner and with the same effect as heretofore described.

8. EVALUATION

The Board and the Superintendent shall meet in closed, executive session for the purpose of mutual evaluation at least once a year, on or before July 1. It shall be the Board's responsibility to ensure completion of the annual evaluation of the Superintendent. All discussions pertaining to the Superintendent's Evaluation shall be held in executive session unless prohibited by law or the Superintendent requests that the discussion be held in public.

The Superintendent's annual evaluation shall be in writing, shall include areas of commendation and recommendation, and shall provide direction as to any aspects 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 Board, the responsibilities of the Superintendent as set forth in Board Policy 1230 for the position of Superintendent (attached hereto and incorporated herein by reference), and such other criteria as the State Board of Education shall by regulation prescribe. The Superintendent shall receive a copy of any backup materials utilized in the process. The evaluation format shall be developed and approved

jointly by the Board and the Superintendent within ninety (90) days of the execution of this Employment Contract.

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.

9. TERMINATION OF EMPLOYMENT CONTRACT

This Employment Contract may be terminated by:

- (a) mutual agreement of the parties;
- (b) revocation or suspension of Superintendent's certificate, in which event this Employment Contract shall be deemed null and void, effective with the date of such revocation;
- (c) unilateral termination by the Superintendent upon ninety (90) days written notice to the Board;
- (d) notification in writing by the Board, on or before December 1, 2021, to the Superintendent, of the Board's intent not to renew this Employment Contract; or
- (e) discharge for inefficiency, incapacity, conduct unbecoming a school administrator or other just cause as prescribed by New Jersey State Law.
- (f) The Superintendent attests that he possesses all necessary certifications and endorsements to fulfill the all duties of his position, in the event such certifications are rescinded or revoked, the Board may immediately terminate the Superintendent.

10. COMPLETE AGREEMENT

This Employment Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties.

11. SAVINGS CLAUSE

This Employment Agreement shall be subject to the provisions of A-4 and the provisions of A-5, to the extent applicable.

If, during the term of this Employment Contract, it is found that a specific clause of the contract is illegal under federal or State law, the remainder of this Employment Contract not affected by such a ruling shall remain in force.

12. RELEASE OF PERSONNEL INFORMATION

The Board acknowledges and agrees that disclosure of personnel information is governed by the Open Public Records Act, codified at *N.J.S.A. 47:1A-1, et seq.*, Executive Order No. 11 (November 15, 1974), Executive Order No. 21 (July 8, 2002), Executive Order No. 26 (August 13, 2002), and case law interpreting them. All information related to the Superintendent's performance, evaluation or any discipline which the public is not otherwise entitled to access under 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, or pursuant to a rule of a court of competent jurisdiction.

13. PERSONNEL RECORDS

The Superintendent shall have the right, upon request, to review the contents of his personnel file and to receive copies at Board expense of any documents contained therein. He shall be entitled to have a representative accompany him during such review. At least once every year, the Superintendent 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; such documents identified by him shall be destroyed so long as it is approved by the Board

No material derogatory to the Superintendent's conduct, service, character or personality shall be placed in his personnel file unless he has had an opportunity to review the material. The Superintendent 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 in no way indicates agreement with the contents thereof. The Superintendent shall also have the right to submit a written answer to such material.

14. ALL PRIOR CONTRACTS VOID

By entering into this Contract, as of July 1, 2017, all prior employment contracts are deemed void and shall have no effect.

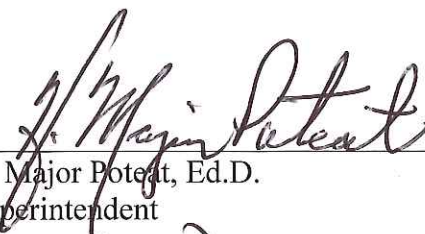
WHEREAS, a duly authorized officer of the Board has approved the terms and conditions of this Employment Contract; and,

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

WHEREAS, this Employment Contract has been approved by a vote of the Members of the Board of Education of the Winslow Township School District Board of Education at its meeting of _____, and has been made a part of the minutes of that meeting;

IN WITNESS WHEREOF, they set their hands and seals to this Employment Contract effective on the day and year first above written.

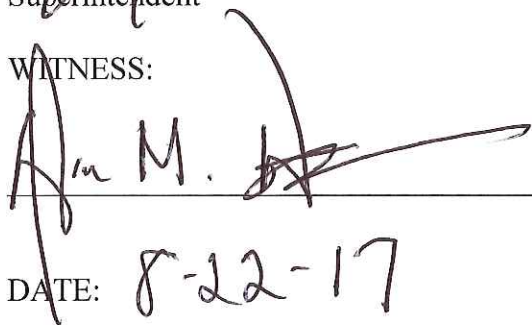
BOARD OF EDUCATION OF THE WINSLOW
TOWNSHIP SCHOOL DISTRICT

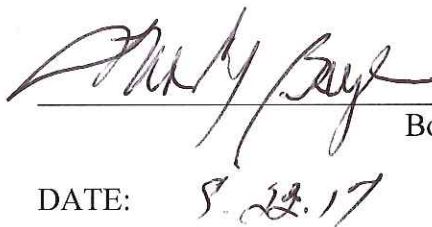


H. Major Poteat, Ed.D.
Superintendent

BY _____
Cheryl Pitts
Board President

WITNESS:

_____
DATE: 8-22-17

_____
Board Secretary
DATE: 8-22-17

WINSLOW TOWNSHIP BOARD OF EDUCATION
H. MAJOR POTEAT, Ed.D., SUPERINTENDENT
EMPLOYMENT CONTRACT - AMENDMENT #1

THIS IS AN EMPLOYMENT CONTRACT AMENDMENT #1 to the original employment contract dated July 1, 2017, by and between the Winslow Township Board of Educations ("Board") and Dr. H. Major Poteat, Superintendent of Schools ("Dr. Poteat") is made this **10th day of October, 2019.**

W I T N E S S E T H

WHEREAS, the Board entered into an employment contract with Dr. Poteat for a term commencing July 1, 2017 through June 30, 2022; and

WHEREAS, Section 3, A.4., of the subject contract provides that "[I]n the event that the salary cap regulations expire or are further amended, the parties agree to negotiate a salary increase . . ."; and

WHEREAS, on July 19, 2019, the State of New Jersey (N.J.S.A. 18A:17-19.2) effectively abolished the Superintendent Salary Cap, thereby lifting the prohibition of granting salary increases that had been effective since the 2014-2015, causing Dr. Poteat to realize a substantial reduction in pay; and

WHEREAS, the parties find that this Amendment is comparable with the salary, benefits, and other emoluments contained in the contracts of similarly credentialed and experienced administrators in other school districts on the region with similar enrollment, academic achievement levels and challenges, and grade span; and

WHEREAS, a copy of this Amendment #1 and the authorizing resolution shall be attached to the original employment contract dated July 1, 2017; and

WHEREAS, Section 3 of the Employment Contract is hereby amended to read as follows:

3. COMPENSATION

A. Salary

1. Commencing with the 2019-2020 contract year the Superintendent's salary shall be as listed below. For the 2019-2020 contract year, the Board shall pay the Superintendent an annual salary of Two Hundred Twenty-One Thousand, One Hundred Thirty-Four dollars (\$221,134). These annual salary rates shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees.

2. Salary Increases: Commencing on July 20, 2019 and July 1st of each subsequent year of this agreement, the Superintendent will receive a salary increase of 6% of his current salary, as approved by the Board, as follows:

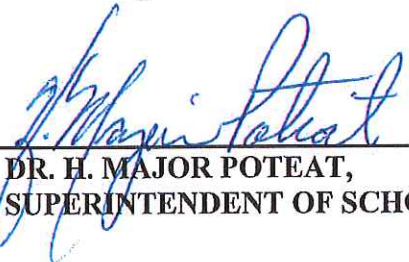
2019-2020	<u>\$221,134</u>
2020-2021	<u>\$234,402</u>
2021-2022	<u>\$248,466</u>

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IN WITNESS WHEREOF, the within parties have hereunto set their hands and seals
the day and year first above written.

WINSLOW TOWNSHIP BOARD OF EDUCATION

BY: 
CHERYL PITTS, BOARD PRESIDENT

BY: 
DR. H. MAJOR POTEAT,
SUPERINTENDENT OF SCHOOLS

ATTEST:

BY: 
TYRA MCCOY BOYLE,
BUSINESS ADMINISTRATOR/
BOARD SECRETARY