

## **EMPLOYMENT CONTRACT**

**THIS EMPLOYMENT CONTRACT** is made and entered into this 1<sup>st</sup> day of July 2025 by and between the **KINGSWAY REGIONAL SCHOOL DISTRICT BOARD OF EDUCATION**, with offices located at 213 Kings Highway, Woolwich Township (Gloucester County), New Jersey 08085 (hereinafter referred to as the "Kingsway Board"),

and

**JAMES J. LAVENDER, Ed. D.** (hereinafter referred to as the "Superintendent"). This Employment Contract replaces and supersedes all prior employment agreements between the parties, and the parties agree to rescind any and all such employment agreements.

### **WITNESSETH:**

**WHEREAS**, the Board has agreed to appoint Dr. James J. Lavender as Superintendent to serve all the schools governed by the Kingsway Board;

**WHEREAS**, the Kingsway Board is required to provide the Superintendent with a written employment contract;

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

**WHEREAS**, the Kingsway 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; and

**WHEREAS**, the Superintendent is the holder of an appropriate standard certificate of School Administrator as prescribed by the State Board of Education and as required by N.J.S.A. 18A:17-17.

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

**1. TERM**

A. Duration: The Kingsway Board, in consideration of the promises herein contained of the Superintendent, hereby employs, and the Superintendent hereby accepts employment as Superintendent of Schools, for a term commencing July 1, 2025, and expiring midnight June 30, 2030.

B. Renewal: Pursuant to N.J.S.A. 18A:17-20.1, at the conclusion of the term of this Contract, the Superintendent shall be deemed reappointed for another contracted term of the same duration, unless either: 1) the Kingsway Board by contract reappoints the Superintendent with his consent for a different term which term shall not be less than three nor more than five years, in which event reappointments thereafter shall be deemed for the new term unless a different term is again specified; or 2) the Kingsway Board notifies the Superintendent, in writing, on or before June 30, 2029, in which event the Superintendent's employment shall terminate at the end of this Contract.

**2. SUPERINTENDENT CERTIFICATION AND RESPONSIBILITIES**

A. Certification: The Superintendent shall hold a valid and appropriate certificate to act as Superintendent of Schools in the State of New Jersey. In the event the Superintendent's certificate is revoked, this Contract shall be null and void as of the date of such revocation.

B. Duties: The Superintendent shall be the chief executive and administrative officer of the Kingsway Board and shall have general supervision over all aspects, including the fiscal operations and instructional programs, of the District under the rules and regulations prescribed by the State Board of Education and shall keep himself informed as to its condition and progress and shall report thereon, from time to time, to and as directed by the Kingsway Board, and he shall have such other powers and perform such other duties as may be prescribed by the Kingsway Board and shall arrange the administrative and supervising of staff including instruction and business affairs, which in his judgment, and after consultation with the Kingsway Board, in a way that best serves the District. The responsibility for selection, placement, transfer, and dismissal of personnel, both instructional and non-instructional, shall be vested in the Superintendent, subject to Kingsway Board approval, and the non-renewal of non-tenured personnel shall occur upon the Superintendent's notification to the employee and the Kingsway Board.

The members of the Kingsway 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 for his study and recommendation prior to taking any action or making commitments.

The Superintendent shall have the right to legal assistance from the Kingsway Board's solicitor, bond counsel, or negotiator in carrying out his duties at the expense of the Kingsway Board, provided that he has conformed to the Kingsway Board's policies, rules, and regulations and state law. The Superintendent has the right to attend and speak at all Board meetings and committee meetings of the Kingsway Board except when the Board intends to discuss his

evaluation or performance. In the case of meetings where the Kingsway Board intends to discuss the Superintendent's performance or negotiation of his contract, the Superintendent's right to notice and to attend and be represented by counsel shall be governed by statute and law.

He shall have a seat on the Kingsway Board and shall have the right to speak (but not vote) on all issues and make recommendations to the appropriate Board or its committees with respect to any proposed action or policy, but shall have no vote. The Kingsway Board may require the Superintendent or his designee to attend Board meetings and meetings of its various committees.

All duties assigned to the Superintendent by the Kingsway Board should be appropriate to and consistent with the professional role and responsibility of the Superintendent, and shall be set by Board policy and in the Job Description (attached hereto in Appendix B and incorporated herein by reference) which may be modified from time to time, consistent with the intent set forth above.

The Superintendent will be accountable to the Kingsway Board, jointly and severally, in carrying out the duties as Superintendent.

C. Outside Activities: The Superintendent shall devote his full-time attention and energy to the business of the School District. However, with prior notification and approval from the Kingsway Board President, he may assist other districts or educational agencies, lecture, and engage in other educational activities, which are of a short-term duration, not to exceed five (5) days in any school year that will be of benefit to the Kingsway Regional School District. If the Superintendent chooses to engage in such outside activities on weekends, in the evening, or on his vacation or personal time, or at any other time when he is not required to be

present in the district, he may retain any honorarium paid. Otherwise, any honorarium received shall be turned over to the district.

### **3. PROFESSIONAL GROWTH OF SUPERINTENDENT**

The Kingsway 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 local, state, and national school administrators and/or 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. Visits to other educational institutions; and
- E. Other activities promoting the professional growth of the Superintendent: Except as otherwise provided herein, all activities of duration of more than one day will be presented in advance for Kingsway Board approval. The Kingsway Board shall pay and/or reimburse the Superintendent for all necessary travel (at the prevailing NJ State approved rate), food, and lodging expenses for all of the above in accordance with N.J.S.A. 18A:11-12, applicable OMB Circulars, N.J.A.C. 6A:23A-3.1( e ), and Board Policy.
- F. Except where the business demands of the District require otherwise, the Superintendent shall be permitted to attend annually the NJSBA Workshop, NJASA Spring conference, and TechSpo.

#### **4. COMPENSATION**

During the term of this Employment Contract, the Superintendent shall not be reduced in compensation, including salary and benefits, except as provided in N.J.S.A. 18A:17-20.2.

The Kingsway Board may agree to provide additional benefits or compensation during the term of this Employment Contract, subject to the approval of the Executive County Superintendent and subject to a public hearing in accordance with N.J.S.A. 18A:11-11. Any such additional compensation will then be reflected in an addendum to this Employment Contract.

A. Salary: The Kingsway Board shall provide the following salary as part of the Superintendent's compensation:

1. Base salary of two hundred and two hundred nineteen thousand five hundred eighty-one dollars (\$219,581.00);
2. Salary Increases. The Kingsway Board and the Superintendent have agreed that the Superintendent shall receive base salary increases of 3.00% annually, effective each July 1<sup>st</sup>. In the event that the Kingsway Board and the Superintendent agree that a salary increase should exceed the above percentage increase, then the parties agree and acknowledge that such a salary increase must be reviewed and approved by the Executive County Superintendent.

B. Merit Bonus: The Superintendent shall be eligible for qualitative and quantitative merit pay from the Kingsway Board, based upon the criteria and mechanisms set forth in Appendix A, which is attached and made a part of this Contract;

1. The Superintendent may receive a merit bonus in addition to his annual base salary from the Kingsway Board. The merit bonus will be based upon his achievement of the quantitative merit criterion and/or the qualitative merit criterion. Up to three (3) quantitative and up to two (2) qualitative merit criteria may be selected per contract year based on Kingsway Board approval.
2. The Executive County Superintendent shall approve or disapprove the selection of quantitative merit and/or qualitative merit criteria and the data that forms the basis of measuring the achievement of quantitative merit and/or qualitative merit criteria. The Superintendent may receive a merit bonus in the amount up to 3.33% of his annual base salary for each quantitative merit criterion achieved, and/or a merit bonus in the amount of up to 2.5% of his annual base salary for each qualitative merit criterion achieved.
3. Any such merit bonus shall be considered “extra compensation” for purposes of N.J.A.C. 17:3-4.1 and shall not be cumulative.
4. The Kingsway Board shall submit a resolution to the Executive County Superintendent certifying that the quantitative merit and/or qualitative merit criterion have been satisfied and shall await confirmation of the satisfaction of that criterion from the Executive County Superintendent prior to payment of the merit bonus

C. Personal Vehicle Allowance: The Kingsway Board shall reimburse the Superintendent for use of his personal vehicle to conduct customary school business as required for the efficient operation of each School District by providing a reasonable allowance of two

hundred and fifty dollars (\$250.00) per month.

D. In the event that the New Jersey Department of Education's Accountability Regulations defining maximum salary amount, N.J.A.C. 6A:23A-1.2, are materially revised, repealed or expire, the parties agree to renegotiate the compensation provisions of this Contract and discuss the possibility of revising the salary, stipend and/or merit pay language consistent with all then-current laws and regulations. Such discussions would be entertained in good faith, but would not be a guarantee of increased compensation. Any change in compensation will be reflected in an addendum to this Contract and shall be subject to review and approval of the Executive County Superintendent.

## **5. BENEFITS**

The Board shall provide the Superintendent, as part of his compensation, with the following benefits:

A. Vacation/Holidays: The Superintendent shall be granted twenty (20) vacation days annually, all of which shall be available to the Superintendent on July 1<sup>st</sup> of the subsequent year. The Superintendent shall be permitted to take vacation days at any time. For two or more consecutive days, the Board President will be notified. The Kingsway Board's Business Office shall be responsible for maintaining written documentation of the Superintendent's earned and accrued vacation days.

The Kingsway Board encourages the Superintendent to take the full vacation allotment each year; however, the Superintendent may not carry over more than twenty (20) vacation days from year to year. All days carried forward that are not taken in the subsequent school year will be forfeited.

Upon separation from employment, the Kingsway Board shall pay the Superintendent for his unused, accumulated vacation days at the per diem rate of his salary upon separation.

Throughout this Contract, the per diem rate shall be calculated as 1/260<sup>th</sup> of the Superintendent's final salary. Any such payment shall be made within sixty (60) days of his last day of employment.

The Superintendent shall be entitled to all holidays contained in the Kingsway Board's annual school calendar and legal holidays during the months of July and August. In particular, the Superintendent shall be entitled to leave with pay for fourteen (14) holidays, as listed below:

July	1 day	Independence Day
September	1 day	Labor Day
November	4 days	Thanksgiving Recess & Convention Days
December	2 days	Christmas Holiday
January	2 days	New Year's Day & Martin Luther King Day
February	1 day	President's Day
March/April	2 days	Good Friday and Easter Monday
May	1 day	Memorial Day.

It is understood and agreed that the Superintendent shall work all applicable days to fulfill his responsibilities, including holidays, if the demands of the responsibilities so dictate.

B. Sick Leave: The Superintendent shall be allowed 12 days of sick leave annually. The unused portion of such leave, at the end of any year, shall be cumulative. Upon retirement, the Kingsway Board shall pay the Superintendent at his per diem rate of 1/260<sup>th</sup> of his annual salary for unused sick days, which will be capped at \$15,000.00. Any such payment shall be made within sixty (60) days of his last day of employment. The Kingsway Board's Business Office shall be responsible for maintaining written documentation of the Superintendent's earned and used sick leave.

C. Sick Leave Bank: The Superintendent is granted a sick leave bank of sixty (60) days for his use as set forth herein. It is agreed that all current and any accumulated sick days under paragraph B must first be used before any of the 60-day credit is charged. It is acknowledged by the parties that the 60-day credit is primarily granted by the Kingsway Board so that the Superintendent is protected in the event of any extended illness or other disability. These days shall not be cashed out at termination of this Contract and are otherwise non-compensable in any way. The Kingsway Board's Business Office shall be responsible for maintaining written documentation of the Superintendent's use of the sick leave bank.

D. Personal Leave: The Superintendent shall be granted four (4) days of absence annually for personal matters, which require absence during school hours, to be used at his discretion. Unused personal days shall convert to accumulated sick leave at the end of each contract year. The Kingsway Board's Business Office shall be responsible for maintaining written documentation of the Superintendent's earned and used personal days.

E. Bereavement Leave: The Superintendent shall be granted emergency leave with pay (per incident) for bereavement as follows:

1. Up to five days taken within ten days of death for the death of a member of the immediate family. Immediate family shall include: husband, wife, child, mother, father, mother-in-law, father-in-law, sister, brother, grandparents, grandchildren, or member of family unit living in the same household; and

2. One day will be granted in case of the death of a relative not in the immediate family.

F. Medical Benefits: Annually during the life of this Contract, the Kingsway Board

will provide medical, prescription, and dental coverage in the same manner and under the same conditions as provided to other employees in accordance with applicable law. Pursuant to applicable law and regulation, the employee shall contribute an amount toward payment of health insurance premiums.

G. Waiver: Pursuant to N.J.S.A. 52:14-17.31a, the Superintendent may waive coverage in any of the health benefit plans and shall be entitled to receive payment of 25% or \$5,000, whichever is less, of the amount saved by the Kingsway Board's portion of the premium because of the Superintendent's waiver of coverage.

H. Disability Insurance: The Kingsway Board acknowledges and agrees that it does not provide employees of their school district with group disability insurance. The Kingsway Board shall reimburse the Superintendent for a disability income policy that will provide a monthly income to the Superintendent, with the Kingsway Board paying a yearly premium of up to \$1,800.00. This benefit does not supplement or duplicate other benefits that are otherwise available to employees by operation of law or of any existing group plan, nor does it reimburse or pay for contributions that are either required by law or by a contract in effect in the Districts with other employees.

I. Membership Fees: The Superintendent shall become a member of professional and service organizations and attend professional meetings at the county, state, and national levels, which in his judgment would benefit the Districts, including NJASA, AASA, the Gloucester County Administrators Association, and the Penn Study Council. The expenses of said membership and attendance are to be incurred by the Kingsway Board. The Superintendent shall keep the Board apprised of attendance at professional meetings.

J. Payment to Estate: If the Superintendent dies before his Employment Contract year is completed, payment for his unused, accumulated vacation days shall be made to his estate.

K. Tuition Reimbursement. The Kingsway Board shall reimburse the Superintendent for tuition costs of up to ten thousand dollars (\$10,000) per school year 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 Master's Degree or a Doctoral Degree in an area or discipline judged to be a benefit to the Kingsway Board. The Superintendent shall seek the Board's approval prior to enrolling in any graduate course of study.

## **6. PROFESSIONAL LIABILITY**

The Kingsway Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his individual capacity or in his official capacity as agent and/or employee of the Kingsway Board, provided the incident arose while the Superintendent was acting within the scope of his employment; and, as such, liability coverage is within the authority of the Kingsway Board to provide under state law.

## **7. BOARD GOALS AND OBJECTIVES**

Each school year, the Superintendent will meet with the Kingsway Board to discuss the Board's goals and objectives for the ensuing and succeeding 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.

## **8. EVALUATION**

The Kingsway Board shall formally evaluate the performance of the Superintendent at least once each year on or before June 30<sup>th</sup>. The Superintendent's annual evaluation shall: 1) be in writing; 2) represent consensus of the Kingsway Board; 3) include areas of commendation and recommendation; and 4) 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 Kingsway Board shall meet to discuss the findings. The annual evaluation shall be based upon the goals and objectives of the Kingsway Board, the responsibilities of the Superintendent as set forth in the Job Description attached hereto, the Kingsway Board'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 prescribe by regulation. The Kingsway Board will consult with the Superintendent regarding its policy and procedure for the formal annual evaluation.

In the event that the Kingsway Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing and in reasonable detail the specific instance or 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 Kingsway Board's evaluation. Such a response shall become a permanent attachment to the evaluation in question.

## **9. TERMINATION OF EMPLOYMENT CONTRACT**

This Employment Contract may be terminated by:

- A. Mutual agreement of the parties;

- B. Unilateral termination by the Superintendent. The Superintendent may terminate this Employment Contract upon one hundred twenty (120) days' written notice to the Kingsway Board;
- C. Notification in writing by the Kingsway Board to the Superintendent, at least one year prior to the expiration of this Employment Contract, of the Board's intent not to renew this Employment Contract;
- D. Throughout the term of this Contract, the Superintendent shall be subject to dismissal as stated in N.J.S.A. 18A:17-20.2 and the Kingsway Board shall not arbitrarily or capriciously call for his dismissal and that the Superintendent shall have the right, in any case, to service of written charges, notice of hearing and a fair hearing before the Kingsway Board, with legal counsel at his expense, and of his choice.

The parties understand and agree that an early termination of this Employment Contract must comply with the provisions of N.J.S.A. 18A:17-20.2a and N.J.A.C. 6A:23A-3.2.

## **10. COMPLETE AGREEMENT**

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

## **11. CONFLICTS**

In the event of any conflict between the terms, conditions and provisions of this Employment Contract and the provision of the Kingsway Board's policies, or any state or federal law, then, unless otherwise prohibited by law, the terms of the Employment Contract shall take

precedence over the contrary provisions of the Kingsway Board's policies or any such state or federal law during the term of the Contract.

**12. SAVINGS CLAUSE**

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

**13. APPROVALS**

This Employment Contract has been approved by the Gloucester County Executive Superintendent of Schools on                     , 2025.

This Employment Contract has been approved by a majority vote of the full members of the Kingsway Board at the meeting held on                     , 2025, and has been made a part of the minutes of that meeting.

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

**WHEREAS**, the form and legality of this Employment Contract has been approved by the Kingsway Board's legal counsel, and each party was represented by counsel or had an opportunity to be so represented, that they fully understand the terms and conditions of the contract and agree to be bound by the same pursuant to the rules and regulations of the Department of Education and the State of New Jersey.

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

**KINGSWAY REGIONAL SCHOOL DISTRICT BOARD OF EDUCATION**

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Jennifer Cavallaro-Fromm      Date  
Board of Education President

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Jason Schimpf      Date  
SBA/Board Secretary

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James J. Lavender, Ed.D.      Date  
Superintendent

## **APPENDIX A**

### **MERIT BONUS**

Pursuant to Article 4.B of the Employment Contract and N.J.A.C. 6A:23A-3.1(e) (10), the Superintendent shall be eligible for merit bonus payments from the Kingsway Board contingent upon achievement of quantitative and qualitative criteria set forth below. In agreeing to these merit pay mechanisms, it is the mutual goal of the parties to afford the Superintendent the opportunity, through superior performance, of earning the merit bonus monies set forth herein.

1. Approval of Merit Bonus Criteria: By September 30, 2025, the parties shall meet to establish the qualitative and quantitative merit criteria for the 2025-22 school year, reduce them to writing, and submit to the Gloucester County Executive Superintendent for approval in accordance with applicable regulations. Each school year thereafter, the Superintendent will meet with the Kingsway Board on or before June 30<sup>th</sup> to select the qualitative and quantitative merit criteria. The parties mutually acknowledged that all merit bonus criteria are subject to the prior approval of the Gloucester County Executive Superintendent on an ongoing basis for issuance of any earned bonus monies. In the event that any of the criteria are disapproved by the Gloucester County Executive Superintendent, the parties agree to reopen discussions of said criteria, with the goal and intention of affording the Superintendent the opportunity, through superior performance, or earning all merit bonus monies as agreed.
2. Quantitative Merit Bonus: The Superintendent shall be eligible for merit compensation in an amount equal to three and one-third percent (3.33%) of his base salary, for each quantitative merit criterion achieved, such amount to be made

payable within thirty (30) calendar days of the end of the fiscal year. Kingsway Board will be responsible for identifying quantitative goal/objectives (a), (b) and (c). The Kingsway Board will be solely responsible for any remuneration to the identified goal/objective.

a. Quantitative Goal/Objective (1):

b. Quantitative Goal/Objective (2):

c. Quantitative Goal/Objective (3):

3. Qualitative Merit Bonus: The Superintendent shall be eligible for merit compensation in an amount equal to two and one-half percent (2.50%) of his base salary, for each qualitative merit criterion achieved, such amount to be made payable within thirty (30) calendar days of the end of the fiscal year. Kingsway Board will be responsible for identifying qualitative goals/objectives (a) and (b). The Kingsway Board will be solely responsible for any remuneration

a. Qualitative Goal/Objective (1):

b. Qualitative Goal/Objective (2):

4. Assessment of Merit Bonus Criteria: Any payments hereunder shall be contingent upon achievement of quantitative and qualitative criteria set forth above or as agreed upon thereafter. The determination of satisfaction of quantitative and qualitative criteria shall be based upon evidence of progress and/or achievement in the identified areas and as approved by the Kingsway Board.

5. Payment of Merit Bonus Monies: Any payment made pursuant to the terms of this Appendix shall be considered “extra compensation” as defined by N.J.A.C. 6A:23A-1.1 et seq., and shall not be tenure protected, pensionable, or cumulative. Prior to the issuance of payment for any achieved merit pay criteria, the Kingsway Board shall

submit to the Gloucester County Executive Superintendent a formal Board Resolution certifying that such criterion has been satisfied. The Kingsway Board shall await a confirmation of the satisfaction of such criteria from the Gloucester County Executive Superintendent prior to payment of the merit bonus monies.

## **APPENDIX B**

### **JOB DESCRIPTION**

**Job Title:** Superintendent of Schools

**Qualifications:** NJ School Administrator's License  
Doctorate from Accredited Institution Preferred

**Scope of Responsibility:** It is the Superintendent's responsibility to provide leadership in developing and maintaining the best possible educational programs and services for the school district.

**Reports to:** Board of Education

**Performance Responsibilities:**

1. Provide leadership in planning and organizing while maintaining control of the school system.
2. Attend and participate in all meetings of the Board and serve as an ex-officio member of all Board committees.
3. Advise the Board of need for new or revised policy and prepares drafts for Board approval.
4. Administers the development and maintenance of a positive educational program designed to meet the needs of the community and alert to advances and improvements in educational programs.
5. Maintain adequate records for the school, including a system of financial accounts; business and property records; personnel and scholastic records.
6. Recommends for promotion, appointment, or employment all employees of the Board and assigns, transfers, and recommends for dismissal any and all employees of the Board.
7. Develop and administer annual school budget maximizing resources available.
8. Communicates directly or through delegation all actions of the Board relating to personnel matters to all employees and receives from employees all communication to be made to the Board.
9. Keeps the Board fully and accurately informed about the school program.
10. Presents analysis and professional recommendations on all problems and issues considered by the Board.
11. Communicate with all interested parties concerning school decisions, policies and procedures.
12. Maintain good labor relations through flexibility in management style and consistency in following through with required actions.
13. Assume initiative identifying problems and solutions.
14. Develop programs to encourage professional growth of faculty and staff.
15. Recognize achievement of students and faculty.
16. Understand and implement employee contracts.
17. Any additional responsibilities as requested/required by the Board or statute.