

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT is made this ____ day of June, 2026, by and between the LACEY TOWNSHIP BOARD OF EDUCATION, with offices located at 200 Western Boulevard, Lanoka Harbor, New Jersey 08734 (hereinafter referred to as the “Board”), and JEFFREY BREWER (hereinafter referred to as the “Superintendent”).

WHEREAS, the Board desires to employ the Superintendent as the Chief School Administrator of the Lacey Township School District and the Superintendent wishes to serve as Chief School Administrator; and

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

WHEREAS, the Board and the Superintendent believe that a written employment agreement 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 education program of the schools; and

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

NOW, THEREFORE, in consideration of the foregoing premises and the following mutual promises and obligations, the Parties agree as follows:

ARTICLE I EMPLOYMENT

The Board hereby agrees to employ the Superintendent of Schools for a term of three (3) years beginning on or about July 1, 2026, and continuing through June 30, 2029. This Contract must be approved by the Ocean County Executive County Superintendent in accordance with applicable law and regulation. Assent to this Contract constitutes a mutual rescission of any and all prior employment agreements between the parties.

ARTICLE II CERTIFICATION

The parties acknowledge that the Superintendent possesses a certificate of eligibility and will apply for and is in the process of obtaining, but does not currently possess, a provisional administrative certificate and school administrator endorsement from the New Jersey Department of Education, which certificate and endorsement is required in order for him to serve as Superintendent. The Superintendent agrees to use his best efforts and work with the district to obtain it as soon as possible and to keep the Board President informed of the status of the application for certification. The Board agrees to cooperate in promptly providing any information or documentation that is necessary for the Superintendent to obtain a provisional certificate as a

school administrator, and further agrees to cooperate with a state-required mentor during the residency period as per state certification regulations.

The Superintendent shall attend the “New Jersey School Administrator Residency Program” (SARP) sponsored by the New Jersey Association of School Administrators, at Board expense. The Board shall pay all fees and costs associated with the completion of the residency program and the mentoring program as required by the SARP in the total amount of four thousand two hundred fifty (\$4,250.00). The Board shall pay all costs and fees associated with any state-mandated continuing education. In the event the Superintendent is terminated or resigns within the initial three-year term, he shall be required to reimburse the Board for the cost of the SARP.

ARTICLE III DUTIES

In consideration of the employment, salary, and fringe benefits established hereby, the Superintendent 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.

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 notifying the Board President. Should the Superintendent choose to engage in such outside activities on weekends, on his vacation time, or at other times when he is not required to be present in the district, he shall retain any honoraria paid. The Superintendent shall notify the Board President in the event he is going to be away on district business for two (2) or more days in any week. Any time away from the district that is not for district business must be arranged in accordance with the provisions in this Agreement governing time off. The Board recognizes that the demands of the Superintendent’s position require him to work long and irregular hours, and occasionally may require that he attend to district business outside of the district.

C. To assume the responsibilities for the selection, appointment, renewal, replacement, 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, in accordance with N.J.S.A. 18A:27-4.1.1.

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 from the employee.

E. To study and make recommendations with respect to all questions, criticisms, and

complaints, which the Board, either by committee or collectively, shall refer to him. The Superintendent shall have the right to contact the Board's attorney for legal assistance as the need arises in carrying out his 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 him that his 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, he shall have the right to address the board in executive session and bring an attorney to represent him.

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 him 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.

ARTICLE IV SALARY AND BENEFITS

A. During the term of this Agreement, including any extensions or subsequent term thereof, the Superintendent shall not be dismissed or reduced in compensation except as provided

by statute.

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

- a. For the 2026-2027 school year, the Superintendent's annual salary shall be \$205,000.00, effective July 1, 2026.
- b. For the 2027-2028 school year, the Superintendent's annual salary shall be \$209,100.00, effective July 1, 2027.
- c. For the 2028-2029 school year, the Superintendent's annual salary shall be \$213,282.00, effective July 1, 2028.

This annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees.

2. Notwithstanding the foregoing, no salary increase of any kind will take effect on midnight of June 30, 2029, the final day of this Contract, unless the parties have agreed to a contract extension or new contract, which has been approved by the Ocean County Executive County Superintendent. Any renewal, extension, or modification of this Contract shall comply with the notice provisions of P.L.2007, c. 53, The School District Accountability Act, and N.J.A.C. 6A:23A-3.1, et seq.

B. Sick Leave. The Superintendent shall receive twelve (12) sick days annually, which shall be cumulative in accordance with Title 18A of the New Jersey Statutes. The Board acknowledges and agrees that as on June 30, 2026, the Superintendent earned and accrued one hundred and fifty (150) sick days during the course of his employment within the Lacey Township School District as a member of the Lacey Township Administrators and Supervisors Association (LTASA). Upon retirement from the school district and notice to the Board, the Superintendent shall be entitled to receive a sick leave time payout of \$500 per day, not to exceed a total maximum cap of \$15,000.00. This \$15,000.00 maximum payout shall be inclusive of any accumulated unused sick days transferred into the Superintendent's sick leave bank from prior service in the district or otherwise, ensuring that the total combined payout liability for all accumulated sick leave never exceeds \$15,000.00. Any such payment shall be made by the Board within sixty (60) days of the Superintendent's last day of official employment and shall comply with the law in effect at the time this Contract is executed.

The Board Secretary/School Business Administrator shall maintain a contemporaneous log of all sick days claimed by the Superintendent. The Superintendent shall notify the Board President if he is on sick leave for more than three (3) consecutive workdays, and the Board, in its sole and unreviewable discretion, may require the Superintendent to submit documentary medical proof in that event.

C. Professional Membership. The Board shall pay one hundred percent (100%) for professional dues in the following professional associations: NJASA, AASA, and the Ocean County Administrators Association. The Board may contribute toward professional dues in other organizations deemed important by the Superintendent, subject to approval by the Board in its sole

and unreviewable discretion at a total cost of \$4,145. The Superintendent also shall be entitled to reimbursement for expenses incurred for attendance at professional conferences up to three thousand dollars (\$3,000.00) per school year, and similar expenses which he may incur while discharging the duties of Superintendent in accordance with P.L. 2007, c. 53, The School District Accountability Act and affiliated regulations. (N.J.S.A. 18A:11-12 and N.J.A.C. 6A:23A-7, et seq.). In addition to the foregoing amount, and in the aggregate amount not to exceed two thousand five hundred dollars (\$2,500.00) per school year, the Board shall pay: (a) the costs associated with any state-mandated continuing education for the Superintendent including his professional growth plan as set forth in the annual evaluation; (b) reimbursement for expenses incurred for attendance at discretionary professional conferences; (c) reimbursement for attendance at the annual NJSBA/NJASA/NJASBO Workshop and Convention and the annual conference of the NJASA/NJSBA, NJASA's TECHSPO, or any others as the Superintendent deems appropriate; and (d) any permissible overnight lodging for approved district-related travel, subject to prior Board approval. Reimbursement or payment for such expenses shall be made in accordance with P.L. 2007, c. 53, The School District Accountability Act and affiliated regulations.

D. The Superintendent may subscribe to appropriate educational and/or professional publications within the limit set in the district's annual budget up to five hundred dollars (\$500.00).

E. Health Benefits. The Board shall provide the Superintendent with family health benefits coverage. The Superintendent will be entitled to health, prescription, dental, and hospitalization insurance benefits as provided by the group plan in accordance with the plan available to all central office administrations, or through such alternative provider as may be chosen by the board, provided that substantially equal or better coverage is provided. The Superintendent shall be responsible for making any and all contributions, at the Tier IV rate, toward the cost of health care benefits coverage pursuant to P.L. 2011, chapter 78 ("Chapter 78").

F. Vacation Leave

1. The Superintendent shall be entitled to twenty-two (22) vacation days with pay annually. All of the vacation days shall be available for the Superintendent's use on July 1st of each year of the Contract. Vacation days shall not be cumulative and shall have no cash value. Any vacation days not used shall be forfeited.

2. The Superintendent shall take his vacation time after giving the Board President reasonable notice. Vacations of more than three (3) consecutive work days, the Superintendent shall provide the Board President at least fourteen (14) days' written notice. School vacations do constitute time off for the Superintendent, consistent with those granted to other administrators in the district. The Superintendent may take vacation days anytime during the school year, upon notice to the Board President. The Superintendent is expected to attend to the business of the district as required for the smooth and efficient operation of the school district. The Superintendent shall document the use of accrued vacation days with the Board Secretary.

3. Previously Accumulated Vacation Time. The Superintendent previously served as a Principal in the District, and, in that role, accumulated thirty-seven (37) banked days' vacation, to which he is entitled to a payout pursuant to the applicable collective negotiations

agreement. The District shall compensate the Superintendent for those days at his 2025-26 per diem rate (salary/260) in three (3) equal installments, to be paid on July 1, 2026, July 1, 2027, and July 1, 2028. Such previously accumulated days are no longer eligible for use and shall be paid out according to this subparagraph.

4. Upon separation from employment, unless such separation is termination for cause, the Board shall pay the Superintendent for his earned but unused vacation time at the Superintendent's daily rate of pay which shall be calculated as 1/260 of his then-current salary. The payment shall occur within 30 days of the Superintendent's last day of employment. If the Superintendent dies before the completion of this employment contract, payment for accumulated but unused vacation days shall be made to the Superintendent's estate or the Superintendent's named beneficiary.

5. 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.

G. Holiday Leave: The Superintendent shall be entitled to all holidays and related time off that is granted to twelve (12) month administrators in the district.

H. Personal Leave: The Superintendent shall be entitled to three (3) personal days to attend to personal business, including family illness, during the school day, with full pay during the work year. As much advance notice as possible of the request to take personal time will be given. Personal days are not cumulative and shall have no cash value.

I. Death in Family: The Superintendent shall be entitled to up to five (5) workdays of absence with pay in the event of the death of a spouse, child, son-in-law, daughter-in-law, parent, mother-in-law, father-in-law, brother, or sister. In the case of the death of a near relative, defined as first cousin, grandparent, uncle, niece, nephew, sister-in-law, or brother-in-law, there will be no deduction in salary for absence on the day of the funeral.

J. Business-Related Use of Personal Automobile: It is understood and agreed by the parties that the Superintendent's responsibilities as set forth in this agreement will necessitate travel across the district to/from various school buildings, as well as to various business-related functions and obligations. Accordingly, and as permitted by N.J.A.C. 6A:23A-3.1(e)(12), the superintendent shall be reimbursed for mileage up to five hundred dollars (\$500.00) at the Office of OMB mileage rate.

K. Attendance Record: The Superintendent shall be responsible for filing a time-off slip, in advance of the time off, as set forth herein, or immediately upon his return to the district in the event of an unplanned absence, with the Board Secretary each time any leave is taken. The Superintendent and Board President shall periodically review the Superintendent's attendance record to ensure correctness.

L. Computer: During the duration of the contract, the Board shall provide the

Superintendent with a desktop computer and other peripheral equipment for his use while working from home and a laptop computer for his use while traveling and conducting school-related business. The Board shall be responsible for maintaining said computer. The total amount expended by the Board shall not exceed one thousand dollars (\$1,000.00). The Superintendent shall return said computers and peripheral equipment to the Board within five (5) working days of the termination or expiration of this Contract. Incidental personal use of the devices shall be permitted.

M. 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 within the scope of his employment. 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 hereto, the Superintendent may engage his own legal counsel, in which event the Board shall indemnify the Superintendent for the costs of his legal defense, in an amount not to exceed the hourly rate paid to the Board Solicitor. The Board further agrees to cover the Superintendent under the Board's liability insurance policies, including employment practices liability coverage, in the minimum amount of \$1 million.

ARTICLE V ANNUAL EVALUATION

The Board shall evaluate the performance of the Superintendent at least once a year in accordance with statutes, regulations, and Board policy relating to the Superintendent's evaluation. Each annual evaluation shall be in writing and shall represent a consensus 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.

The goals and objectives shall be reduced to writing and be amongst the criteria by which the Superintendent is evaluated, as hereinafter provided. If the parties have not already done so then on or prior to September 1, 2026, and September 1 of each succeeding school year, the Board and Superintendent will meet to mutually establish the Board's goals and objectives for the next succeeding school year (September 1 through the following June 30), in the same manner, and with the same effect, as described in this section. The Superintendent shall update the Board on the status of the Board's goals and objectives periodically but no less than during the month of February of each Contract year.

The final draft of the annual evaluation shall be accepted by the Board in closed session on or before June 30th of each year. The Superintendent shall propose a schedule for evaluation for the next year to the Board President by the annual organization meeting each year. The Superintendent shall be entitled to copies of all backup materials utilized in the process.

The parties also agree that the Board shall not hold any discussions or take any adverse action regarding the Superintendent's employment, unless the Superintendent is given written notice at least 48 hours in advance. 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.

ARTICLE VII TERMINATION OF EMPLOYMENT CONTRACT

A. This Contract shall terminate, the Superintendent's employment will cease, and no compensation shall thereafter be paid, under any one of the following circumstances:

- (1) failure to possess/obtain proper certification;
- (2) revocation or suspension of the Superintendent's certificate, in which case this Contract shall be null and void as of the date of revocation, as required by N.J.S.A. 18A:17-15.1;
- (3) forfeiture under N.J.S.A. 2C:51-2;
- (4) mutual agreement of the parties;
- (5) notification in writing by the Board to the Superintendent, **prior to** April 1, 2029 of the Board's intent not to renew this Contract. Any action by the Board to non-renew the Superintendent's employment shall be done by an affirmative vote of the majority of the full membership of the Board.

B. In the event the Superintendent is arrested and charged with a criminal offense, which could result in forfeiture under N.J.S.A. 2C:51-2, the Board reserves the right to suspend him/her pending resolution of the criminal charges. Such suspension shall be with pay prior to indictment, and may be with or without pay, at the Board's discretion, subsequent to indictment, unless the Board certifies contractual tenure charges.

C. In the event the Superintendent intends to retire, he shall provide the Board at least 90 calendar days written notice to the Board, filed with the Board Secretary.

D. The Superintendent shall not be dismissed or reduced in compensation during the term of this Contract, except as authorized herein or pursuant to N.J.S.A. 18A:17-20.2, provided, however, that the Board shall have the authority to relieve the Superintendent of the performance of his duties in accordance with N.J.S.A. 18A:27-9, so long as it continues to pay his salary and benefits for the duration of the term. The parties understand that any early termination must comply with the provisions of P.L.2007, c. 53, The School District Accountability Act.

ARTICLE VIII RENEWAL/NON-RENEWAL

Upon approval by the Ocean County Executive County Superintendent, this Employment Contract shall automatically renew for a term of three (3) years, expiring June 30, 2032, unless

either of the following occurs:

- A. The Board, by contract, reappoints the Superintendent for a different term allowable by law;
- B. The Board notifies the Superintendent in writing, at least ninety (90) days prior to the expiration of this Contract, of the Board's intent not to renew this Contract; or
- C. Misrepresentation of employment history, educational and professional credentials, and criminal background; or
- D. In accordance with such laws and regulations that would require nullification of this Contract.

ARTICLE IX PRE-EXISTING TENURE AND SENIORITY RIGHTS

Pursuant to N.J.S.A. 18A:17-20.4, the Superintendent shall retain all tenure rights accrued in any position which he previously held in the District, and shall continue to accrue seniority in all prior positions in which he achieved tenure. The Superintendent shall have the right to assert all tenure and seniority rights, including bumping rights, in the event he is nonrenewed or resigns his position as Superintendent.

ARTICLE X COMPLETE AGREEMENT

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

ARTICLE XI SAVINGS CLAUSE

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

ARTICLE XII RELEASE OF PERSONNEL INFORMATION 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. 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.

IN WITNESS WHEREOF, the parties have set their hands and seals to this Agreement with the intent to be legally bound.

SUPERINTENDENT

LACEY TOWNSHIP SCHOOL DISTRICT
BOARD OF EDUCATION

Jeffrey Brewer

Kimberly Klaus, President

Date: _____

Date: _____

WITNESS:

WITNESS:
