

CONTRACTUAL AGREEMENT**BETWEEN****BOARD OF EDUCATION OF THE TOWNSHIP OF LAKEWOOD,
hereinafter referred to as the "Board,"****AND****WILLIAM T. ANDERSEN, hereinafter referred to as the "Assistant Superintendent " or "William T. Andersen"****Article I**

William T. Andersen is hereby employed by the Board as and for Assistant Superintendent of Curriculum and Instruction. William T. Andersen represents that he has the required certificates issued by the State of New Jersey for this position. In the event his certificate is revoked, this contract shall be null and void as of the date of such revocation.

The Assistant Superintendent and the Lakewood Board of Education recognize that the primary goal of the Lakewood Public Schools is to provide its students with the highest quality educational experience possible. To that end, the Assistant Superintendent and the Lakewood Board of Education also recognize that all individuals engaged in supporting and providing instruction to the Lakewood student body should exhibit personal and professional accountability for the educational growth and success of the students in their charge. Further, the Assistant Superintendent will work under the direction of the Superintendent of Schools and within his area of responsibility in an attempt to develop and implement an ongoing District plan "to close the achievement gap" for the students of the Lakewood Public Schools.

Article IITerms and Conditions

William T. Andersen shall be employed by the Board for the school year commencing July 1, 2009, and shall continue for a period ending June 30, 2010, subject to annual reappointment or unless this Agreement is terminated as provided herein.

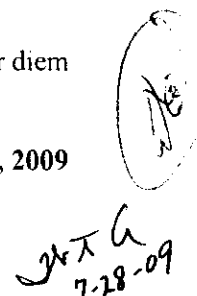
William T. Andersen shall perform his duties as outlined and directed by the Superintendent of Schools and/or his/her designee. William T. Andersen shall be available, if requested, for all regular and special meetings of the Board, such committee meetings which shall require his attendance, and at such other times as directed by the Superintendent at no additional charge.

Article IIIHours and Work Year

The Assistant Superintendent shall devote his full time efforts to the position. Hours of work will be a minimum of eight (8) hours per day, forty (40) hours per week. Time is to be flexible, as required, to meet the needs of the school district.

Holidays will be consistent with the school calendar while school is in session. Outside the regular school calendar, the 4th of July and Labor Day will be considered holidays.

The work year for all calculation purposes will be considered to be 260 days. Therefore, the per diem rate of pay shall be determined according to the following: (1/260 annual salary).

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Article IV
Compensation/Salary

William T. Andersen shall be paid an annual total salary in the amount of one hundred fifty eight thousand dollars and no cents (\$158,000.00) for the period July 1, 2009 through June 30, 2010.

The parties specifically agree that the salary for subsequent years shall be negotiated between the parties should the Board desire to continue with the employ described herein.

Article V
Termination

This Agreement may be terminated by either party upon sixty (60) days' written notice to the Board of Education of the intent to terminate.

Article VI
Miscellaneous

A. The parties acknowledge that The Assistant Superintendent has been promoted from a district position which was governed by a negotiated agreement. The Assistant Superintendent has acquired tenure as Assistant Superintendent for Curriculum. Moreover, it should be noted that should Mr. Andersen resume his prior position (high school principal) he has achieved tenure therein.

B. The Assistant Superintendent shall be entitled to tuition reimbursement for a maximum of six (6) credits per school year. The tuition cost per credit shall be based upon the cost per credit as charged by Rutgers University. All course credits should receive prior approval of the Superintendent of Schools.

C. Mileage shall be reimbursed for out of district travel at the rate of 31 cents per mile for district related business only. The Assistant Superintendent shall provide vouchers documenting all mileage submitted. There will be no travel allowance other than what is listed herein.

D. The Board agrees to provide the Assistant Superintendent with the full cost of membership with the "New Jersey Association of School Administrators" and its parent organization the "American Association of School Administrators".

Article VII
Vacations

The Assistant Superintendent will be eligible for twenty (20) vacation days per year for school year 2008-2009 which shall be calculated based upon actual months of service at the rate of 1 5/12 days per month. All vacation days shall be used after July 1st of the succeeding year that it has been earned, and all vacation days earned after July 1, 2008, shall be accumulated in accordance with P. L.2007.

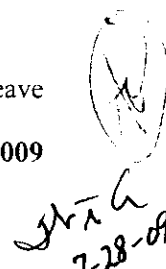
Article VIII
Sick Leave

The Assistant Superintendent shall be entitled to twelve (12) sick days per year. Unused days shall be cumulative. The Assistant Superintendent shall continue to be eligible for the same sick leave benefits afforded other district personnel

Article IX
Personal Days

The Assistant Superintendent shall be entitled to five (5) days of personal, non-cumulative leave

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annually. The request for leave must be given forty-eight (48) hours in advance except in the case of emergencies. The Assistant Superintendent may be granted personal days before and after vacations and holidays, subject to the discretion of the Superintendent.

Personal days shall be in accordance with P.L. 2007. Personal leave without pay may be requested by The Assistant Superintendent, and may be granted at sole discretion of the Superintendent of Schools.

Article X
Death in the Immediate Family

The Assistant Superintendent shall be allowed five (5) days without loss of pay at the time of death in the immediate family. The immediate family shall include: father, mother, spouse, child, brother, sister, father-in-law, mother-in-law, grandparent, and grandchild.

In the event The Assistant Superintendent has used all his personal leave days and must have additional leave to attend the funeral of a person in the immediate family, such leave shall be granted by the immediate supervisor, with pay, at not less than one (1) day, and up to three (3) days depending upon the circumstances.

Article XI
Insurances

The Board of Education shall pay full premium costs for the Assistant Superintendent of Schools and dependents for medical, dental, prescription, and vision benefits as provided to other administrators and district personnel. All described insurance benefits are those provided to the majority of district employees, and may be replaced by the Board with comparable coverage.

The Assistant Superintendent shall annually contribute quarter percent (.25%) of his salary toward the cost of health insurance.

The parties specifically agree that the extent of coverage and employee contributions for subsequent contracts shall be negotiated between the parties.

Article XII
Retirement Benefits

In addition to payment for accumulated vacation time as stated in **Article VII**, the Assistant Superintendent, upon retirement from the District, shall be compensated for service to the district pursuant to the following:

Pursuant to the provisions of 18A:30-3.5, the Assistant Superintendent upon retirement shall be entitled to the **greater** of : (a) a lump sum payment amount equal to fifty percent (50%) of the total number of accumulated unused sick and personal leave days earned under prior contracts multiplied by the Assistant Superintendent of Schools' final per diem rate of pay as determined on June 8, 2007; or (b) a lump sum payment amount equal to fifty percent (50%) of the total number of accumulated unused sick and personal leave days earned under prior contracts multiplied by the Assistant Superintendent of Schools' final per diem rate of pay as determined on the last day of employment after June 8, 2007, provided this amount does not exceed fifteen thousand dollars (\$15,000). Payments shall be made by the Board in two equal payments into the Assistant Superintendent of Schools' Post Retirement/Separation Contribution Plan. The first of these payments shall be made upon retirement and the second one calendar year later.

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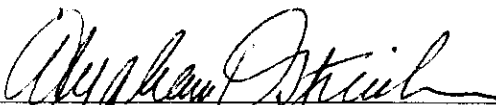


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Article XIII
Death Benefits

Should the Assistant Superintendent of Schools pass away while an active employee of the District or prior to receiving any or all of the payments identified in **Article VII** and **Article XII**, these payments in an amount equivalent to the sum of all accumulated vacation days shall be paid by the Board of Education to his estate as per the schedules delineated in these articles.

Article XIV
Employer Retirement Contribution

DELETED

<u>7-28-09</u>	
DATE	BOARD PRESIDENT
<u>7-28-09</u>	
DATE	BOARD SECRETARY
<u>7-28-09</u>	
DATE	WILLIAM T. ANDERSEN

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