

NEWARK PUBLIC SCHOOLS
EMPLOYMENT CONTRACT

This Employment Contract ("Contract") is made and entered into effective July 1, 2019 by and between BOARD OF EDUCATION OF THE CITY OF NEWARK, IN THE COUNTY OF ESSEX, with principal offices located at 765 Broad Street, Newark, New Jersey 07102 (hereinafter referred to as the "Board") and Roger León, residing at [REDACTED] (hereinafter referred to as "Superintendent").

WHEREAS, the Board desires to employ the Superintendent as its Chief School Administrator;

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 education program of the schools.

NOW, THEREFORE, in consideration of the mutual covenants herein by and between the Board and the Superintendent, this Employment Contract is entered into pursuant to the following terms and conditions, as follows:

1. TERMS AND COMPENSATION

In consideration of the promises contained herein, the Board employs, and the Superintendent hereby accepts, employment as the Superintendent for a five-year term commencing July 1, 2018 and extending through June 30, 2023. The salary for the Superintendent shall be at the annual base salary of \$275,000.00 for the 2019-2020 school year payable in equal installments in accordance with standard Board payroll practices. The Superintendent shall also be eligible to receive annual cost of living adjustments for each consecutive school year through 2022-23 in an amount equal to the cost of living adjustment afforded to all unaffiliated staff employed by the Board.

2. DUTIES

The Superintendent's duties will include, but are not be limited to, the following:

A. 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.

B. To devote the Superintendent's full time, skills, labor, and attention to this employment during the term of this contract. The Board recognizes, however, that the Superintendent may undertake speaking engagements, writing, lecturing, or other professional duties. The Board further recognizes that the demands of the Superintendent's position require

him to work long and irregular hours, and may require that he attend to Board business outside of Newark.

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

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

E. To 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.

F. 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.

G. To study and make recommendations with respect to all criticisms and complaints which the Board either by Board Committee or collectively shall refer to him. The Superintendent shall have the right to confer with the Board's Office of the General Counsel as well as designated outside counsel for legal assistance in carrying out his duties.

H. 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.

3. PROFESSIONAL GROWTH

The Board will reimburse the Superintendent for the cost of yearly dues for the New Jersey Association of School Administrators (NJASA).

The Board encourages the continuing professional growth of the Superintendent through participation in on-going programs, lectures, round tables, or other activities conducted by local, state, and national governmental bodies and professional associations. The Superintendent may attend appropriate professional meetings and other job-related functions, at the expense of the Board. The Superintendent shall give reasonable prior notice to the Board of intent to attend such meetings. All professional growth activities, including participation and reimbursements, shall be subject to applicable laws and regulations, including but not limited to all regulations governing expenses incurred by school district employees in New Jersey such as the Travel Regulations/Guidelines published by the State of New Jersey Department of Treasury, as required by *N.J.S.A. 18A:11-12*.

4. BENEFITS

The Superintendent shall be entitled to medical insurance, dental insurance, vision/optical care and prescription drugs, subject to applicable co-pay. It should be noted that the employee is required to contribute toward health insurance coverage pursuant to P.L. 2011, c. 78.

Consistent with law and applicable guidelines and regulations, the Superintendent will be provided with a life insurance policy with a payout of 1.5 times the Superintendent's annual salary at no charge, and shall be eligible to receive a life insurance policy with a value of 3.5 times the Superintendent's annual salary subject to employee contributions, consistent with the rules of the Division of Pensions and Benefits.

The Superintendent shall be entitled to twenty-two (22) vacation days, fifteen (15) sick days, and four (4) days of paid personal leave on an annual/pro rata basis in accordance with the District's fiscal year from July 1 through June 30. The Board acknowledges that Superintendent shall carry over into his position as Superintendent all unused sick days accumulated in his prior employment with the Board. Any unused days may be carried over in the event that the Superintendent resumes employment in 2019-20 and each consecutive year to 2022-23. In accordance with *N.J.S.A. 18A:30-9*, accrued vacation leave can only be taken during the next succeeding year of employment.

In the event that the Superintendent has accrued supplemental compensation based upon accumulated unused sick leave, the Superintendent shall, upon nonrenewal, termination, resignation or retirement, be eligible to receive payment for accumulated sick leave payable at a rate of one (1) day pay for three and one half (3 ½) accumulated sick days at the rate of 1/260 with a cap of three hundred (300) sick days. In the event the Superintendent provides ninety (90) days notice prior to resignation or retirement and resigns or retires on July 1, the Superintendent shall receive reimbursement for unused sick days at the rate of one (1) day for every three (3) days with a cap of three hundred (300) days. Any payment for accumulated sick leave shall not be paid to the Superintendent's estate or beneficiaries in the event of the Superintendent's death prior to nonrenewal, termination, resignation or retirement.

To the extent that the Superintendent possessed previously accrued vacation leave as of June 8, 2007, the Superintendent shall be eligible and shall be permitted to retain and use that accrued vacation leave. The Superintendent is eligible to receive payment at the time of separation or retirement for unused vacation days accumulated prior to June 8, 2007 that has not been paid, as well as unused vacation leave accrued consistent with the provisions of *N.J.S.A. 18A:30-9* after June 8, 2007. Vacation leave accrued after June 8, 2007 can be carried over for up to one year where required by business demands. Such benefit may be paid to the Superintendent's estate or beneficiaries in the event of the Superintendent's death prior to separation.

5. 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 Superintendent Evaluation. Each annual evaluation shall be in writing and shall represent a consensus of the Board. Before final adoption by 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 school district, which shall include encouragement of student achievement, the responsibilities of the Superintendent as set forth in the job description for the position of Superintendent, the school district's placement on the NJQSAC continuum (with respect to those DPRs that are within the Superintendent's control), and such other criteria as the State Board of Education shall by regulation prescribe. The final draft of the annual evaluation shall be adopted by the Board by June 30 of each year of this Contract. The Superintendent shall propose a schedule for evaluation for the next year to the Board President by the annual organization meeting each year.

In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing and in reasonable detail the specific instances of unsatisfactory performance. The evaluation shall include specific recommendations for improvement in all instances where the Board deems performance to be unsatisfactory. The Superintendent shall have the right to respond in writing to the evaluation; this response shall become a permanent attachment to the evaluation in question. On or before June 1st of each year of this 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.

6. REASONABLE EXPENSES

The Superintendent shall receive a monthly parking pass, as well as a car allowance or assigned vehicle to the maximum extent permitted by applicable State Board of Education regulations, and shall be assigned the use of a cellular telephone and a laptop computer.

7. TERMINATION OF EMPLOYMENT CONTRACT

A. Subject to any requirements provided by law, this Contract shall terminate, the Superintendent's employment will cease, and no salary 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, on or before May 15, 2024, of the Board's intent not to renew this Contract; or
6. material misrepresentation of employment history, educational and professional credentials, and criminal background.

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 his 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, in which case, such suspension may be without pay.

C. Nothing in this Contract shall affect the Board's rights with regard to suspension under *N.J.S.A. 18A:6-8.3* and applicable case law.

D. The Superintendent may terminate this Contract upon one hundred fifty (150) days written notice to the Board, filed with the Board Secretary, of his intention to resign.

E. The Superintendent shall not be dismissed or reduced in compensation during the term of this Contract, except as authorized herein and by *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 her salary and benefits for the duration of the term required by law. The parties understand that any early termination must comply with the provisions of *P.L.2007, c. 53, The School District Accountability Act*.

F. In the event the parties agree to terminate this Contract prior to its expiration date, and to relieve the Superintendent from the actual performance of his duties, upon the approval of the Commissioner of Education, the Board shall compensate the Superintendent for either five (5) months' salary times the number of years remaining on this Contract or the remaining salary due to completion of this Contract, whichever is less, minus compensation from any and all other employment. It is understood that the Superintendent must make a good faith effort to find employment elsewhere as soon as possible and prior to the expiration date of the within Contract. The salary received by the Superintendent in such employment shall be deducted from the payments made to the Superintendent by the Board. Insurance benefits will be adjusted to reflect coverage, if any, in the new position.

G. The Board acknowledges that Superintendent has acquired tenure as a Principal in the Newark School District, that he shall retain all tenure and seniority rights to the position of Principal, and that he shall accrue additional seniority in the position of Principal for all time served as Assistant Superintendent and Superintendent. Nothing in this paragraph shall be deemed to expand the tenure and seniority rights that Superintendent otherwise enjoys pursuant to law.

8. RENEWAL - NON RENEWAL

This Contract shall automatically renew for a term of five (5) calendar years beginning July 1, 2023 and expiring June 30, 2028, 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 on May 15, 2022, that he will not be reappointed at the end of the current term, in which case his employment shall cease upon the expiration of this Contract; or

C. In accordance with such laws and regulation that would require nullification of this Contract.

9. COMPLETE AGREEMENT

This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties, and with the prior approval of the Executive County Superintendent of Schools.

10. SAVINGS AND CONFLICTS 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 Contract is not affected by such a ruling and shall remain in full force. In the event of any conflict between the terms, conditions and provisions of this Employment Contract and the provisions of the Board's policies or any permissive federal or state law, the terms of this Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law, unless otherwise prohibited by law.

11. MISCELLANEOUS

The Board acknowledges and agrees that disclosure of personnel information is governed by the Open Public Records Act, applicable Executive Orders, and any other governing law. 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.

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 his shall be destroyed consistent with the New Jersey Destruction of Public Records Law.

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.

12. INDEMNIFICATION

Pursuant to *N.J.S.A. 18A:16-6* and *N.J.S.A. 18A:16-6.1*, 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.

13. APPLICABLE LAW

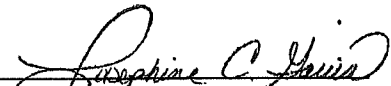
The parties understand that this Contract is governed by the laws of the State of New Jersey and the rules and regulations of the Department of Education. If any of the provisions of this Contract or the laws or regulations upon which they are predicated are determined to be invalid, such invalidity shall not affect or impair the validity of the other provisions, which shall be considered severable and shall remain in full force and effect.

Pursuant to *N.J.S.A.* 18A:17-51, this Contract shall be deemed null and void in the event the Superintendent's Certificate is revoked.

IN WITNESS THEREOF, the BOARD OF EDUCATION OF THE CITY OF NEWARK, IN THE COUNTY OF ESSEX has caused this Contract to be approved by the Board in accordance with *N.J.S.A.* 18A:7A-42 and the Superintendent has approved this Contract effective on the day and year first above written.

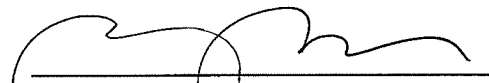
WITNESS:

BOARD OF EDUCATION OF THE
CITY OF NEWARK, IN THE COUNTY
OF ESSEX

By: 
Josephine Garcia, Board Chair

WITNESS:

Superintendent


Roger León