

## Employment Agreement

This Employment Agreement is made and entered into this  
\_\_\_\_ day of \_\_\_\_\_ 2023, between  
PATERSON BOARD OF EDUCATION, in Passaic County (hereinafter the "Board") with  
offices located at  
90 Delaware Avenue  
Paterson, New Jersey 07503  
and  
DR. LAURIE W. NEWELL (hereinafter the "Superintendent" or "she" or "her")  
(Collectively, the "Parties")

### PREAMBLE WITNESSETH

**WHEREAS**, the Board desires to employ the Superintendent as the Chief School Administrator (CSA) of the Paterson Public School District (hereinafter the "District") 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 the Board believes generally improves the quality of its 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 appropriate certificates as prescribed by the State Board of Education and as required by N.J.S.A. 18A:17-17;

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



**ARTICLE I**  
**EMPLOYMENT**

The Board hereby agrees to employ Dr. Laurie W. Newell as Superintendent of Schools for the period of July 1, 2023, and shall continue through June 30, 2027. The parties acknowledge that this Employment Agreement must be approved by the Interim Executive County Superintendent of Passaic County (hereinafter the "Executive County Superintendent") in accordance with N.J.A.C. 6A:23A-3.1.

**ARTICLE II**  
**CERTIFICATION**

The parties acknowledge that the Superintendent currently possesses the appropriate New Jersey Administrative Certification and School Administrator endorsement in accordance with N.J.S.A. 18A:17-17.

**ARTICLE III**  
**DUTIES**

In consideration of the employment, salary, and fringe benefits established hereby, the Superintendent hereby 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, is incorporated by reference into this Employment Agreement and the job description shall be followed by the Superintendent and the Board.
- B. To devote the Superintendent's full time, skills, labor, and attention to this employment



during the term of this Employment Agreement and further agrees not to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties for compensation without written notification to the Board. In accordance with N.J.S.A. 18A:17-18, the Superintendent shall devote herself exclusively to the duties of the office and position. The Superintendent currently serves as a mentor for rising superintendents/aspiring leaders through a program run by New Jersey Association of School Administrators ("NJASA"). Should the Superintendent choose to engage in such outside activities on weekends, on her vacation time, or at other times when she is not required to be present or to be at work in the District, she shall retain any honoraria paid. The Superintendent shall notify the Board President in the event she is going to be away from the District 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 provisions in this Employment Agreement governing time off. The Board recognizes that the demands of the Superintendent's position require her to work long and irregular hours and occasionally may require that she attend to district business outside of the district.

- 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 by the employee.
- E. To study and make recommendations with respect to all criticisms and complaints, which



the Board, either by committee or collectively, shall refer to her. The Superintendent shall have the right to contact the Board's attorney for legal assistance as the need arises to carry out her duties.

F. To assume responsibility for the administration of the affairs of the 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 staff, at her direction. The Superintendent shall perform all duties and responsibilities of the Superintendent / Chief School Administrator expressed and implied by Title 18A statutes and Title 6A regulations. The Superintendent shall read, review, and familiarize herself with these Title 18A statutes and Title 6A regulations.

G. The Superintendent shall 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 and N.J.S.A. 18A:17-20. The Superintendent shall attend all regular and special meetings of the Board, (except where a *Rice* notice has been served upon the Superintendent notifying her that her 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 an advisor to the Board and said committees on all matters affecting the District. Where the Superintendent has received a *Rice* notice and has opted to have the discussion in executive session, she shall have the right to address the board in executive session and bring an attorney to represent her.

H. To suggest regulations, rules, policies, and procedures deemed necessary for compliance with law and/or for the well-being of the District.



- I. To perform all duties incident to the Office of the Superintendent and such other duties as may be prescribed by the Board. The Superintendent shall always, adhere to all applicable federal and state statutes, rules, regulations, and executive orders, as well as board policies and regulations.
- J. The Superintendent or her designee, shall attend meetings of county, regional, and state associations of school administrators, and other meetings called by the Commissioner of Education, Executive County Superintendent, and New Jersey Department of Education, that are necessary to keep informed about matters affecting the District and her role as the Superintendent. The Superintendent understands and acknowledges that these meetings may occur before or after normal business hours, and on the weekends, and that the Superintendent's salary covers attendance at these meetings and events, so no additional compensation is warranted.
- K. The Superintendent understands, acknowledges, and agrees that improving academic achievement is an essential component of her role and that she shall carry out her role toward the effective and efficient improvement of students' academic achievement. The goals can be revised based on the District's needs as they change, and in accordance with the goals determined at the board retreat. Academic achievement includes, but is not limited to:

- |                              |                             |
|------------------------------|-----------------------------|
| 1) reading proficiency       | 7) decreasing and improving |
| 2) math proficiency          | dropout rate                |
| 3) reading on grade level    | 8) satisfactory high school |
| 4) performing math on grade  | graduation rates            |
| level                        | 9) graduating on time       |
| 5) proficient performance on | 10) improving college       |
| standardized tests           | acceptance rates            |
| 6) satisfactory daily        | 11) college-ready students  |
| attendance rate              | 12) career-ready students   |



- 13) decreased incidents of harassment, intimidation, and bullying
- 14) decreased violence and vandalism
- 15) improved culture and climate
- 16) content knowledge
- 17) critical thinking
- 18) competency

- 19) social and emotional intelligence
- 20) special education compliance
- 21) daily academic success habits
- 22) English language fluency
- 23) technology competency
- 24) financial literacy.

#### **ARTICLE IV** **SALARY AND BENEFITS**

- A. Any adjustment in salary made during the life of this Employment Agreement shall be in the form of an amendment and shall become part of this Employment Agreement, but it shall not be deemed that the Board and the Superintendent have entered into a new Employment Agreement. The Executive County Superintendent shall review and approve all renegotiations, amendments, and other alterations of terms of the existing Employment Agreement that have been previously approved.
- B. Compensation. In accordance with N.J.A.C. 6A:23A-3.1(e)1, the Board shall provide the following salary as part of the Superintendent's compensation:
- a. First-Year Salary. For the fiscal year 2023-2024, which begins July 1, 2023, through June 30, 2024, the Board shall pay the Superintendent the sum of two hundred eighty-five thousand dollars (\$285,000).
  - b. Second-Year Salary. For the fiscal year 2024-2025, which begins July 1, 2024, through June 30, 2025, the Superintendent will receive a 2% raise of five thousand seven hundred dollars (\$5,700). Thus, effective July 1, 2024, the Superintendent's Salary shall be at the annual rate of two hundred ninety



thousand seven hundred dollars (**\$290,700**)

- c. Third-Year Salary. For the fiscal year 2025-2026, which begins July 1, 2025, through June 30, 2026, the Superintendent will receive a 2% raise of five thousand eight hundred fourteen dollars (\$5,814). Thus, effective July 1, 2025, the Superintendent's Salary shall be at the annual rate of two hundred ninety-six thousand five hundred fourteen dollars (**\$296,514**).
  - d. Fourth Year Salary. For the fiscal year 2026-2027, which begins July 1, 2026, through June 30, 2027, the Superintendent will receive a 2% raise of five thousand nine hundred thirty-one dollars (\$5,931). Thus, effective July 1, 2026, the Superintendent's Salary shall be at the annual rate of three hundred two thousand four hundred forty-five dollars (**\$302,445**).
  - e. If the Board and the Superintendent agree that a salary increase should exceed the above percentage increase, then the parties agree and acknowledge that such salary increase must be reviewed and approved by the Executive County Superintendent, and thereafter approved by the Board after a public hearing.
2. Notwithstanding the foregoing, no salary increase of any kind will take effect on midnight June 30, 2027, unless the parties have agreed to a Employment Agreement extension and that extension has been approved by the Executive County Superintendent and thereafter approved by the board after a public hearing. The terms of the extension will govern all increases to take effect on July 1, 2027. Any renewal, extension, or modification of this Employment Agreement 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.



3. No Reduction in Salary/Compensation. During the term of this Employment Agreement, including any extension hereof, the Superintendent shall not be reduced in compensation except as otherwise provided by law or this Employment Agreement.
  4. Per Diem Rate. The Superintendent's Per Diem Rate of pay is calculated as the Salary divided by 260.
  5. Direct Deposit and Pay Schedule. In accordance with N.J.S.A. 52:14-15h, the Superintendent shall enroll in direct deposit to receive her paycheck. Payment of Salary shall be in accordance with the Board's semi-monthly payroll schedule.
- C. Sick Leave. The Superintendent shall receive twelve (12) sick days annually. Unused sick leave days shall be cumulative in accordance with N.J.S.A. 18A:30-7. Upon the Superintendent's retirement from the Board, the Board shall pay the Superintendent for all of her unused accrued sick days at the per diem rate of 1/260 of her final salary, up to a maximum of fifteen thousand dollars (\$15,000) in accordance with N.J.S.A. 18A:30-3.5 and N.J.A.C. 6A:23A-3.1(e)10. Payment shall be made within ninety (90) days of the date of retirement. In accordance with N.J.A.C. 6A:23A-3.1(e)8 and N.J.S.A. 18A:30-7 such compensation shall be payable only at the time of retirement and shall not be paid to the Superintendent's estate or beneficiaries in the event of death.
- D. Professional Memberships. The Superintendent shall be entitled to training/memberships at the Board's expense for professional associations and/or other organizations deemed important by the Superintendent and the Board. The Board will pay the membership dues for the following organizations below in an amount not to exceed the sum of eight thousand seven hundred fifty dollars. (\$8,750.00)



- Association for Supervision and Curriculum Development (ASCD)
- Garden State Coalition of Schools (GSCS)
- Great Schools New Jersey (GSNJ)
- New Jersey Alliance of Black Superintendents (NJABS)
- New Jersey Association of School Administrators (NJASA)
- New Jersey Council of Education (NJCOE)
- New Jersey Network of Superintendents (NJNS)
- New Jersey Superintendents' Study Council (NJSSC)
- Passaic County Association of School Administrators (PCASA)
- American Association of School Administrators (AASA)

E. Professional Conferences. The Superintendent also shall be entitled to reimbursement for expenses incurred for attendance at professional conferences not to exceed five thousand dollars (\$5,000.00) per Employment Agreement year in accordance with state regulations and board policy, and similar expenses which she may incur while discharging the duties of the 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.*). Such reimbursement shall comply with all applicable provisions of state and federal statutory and regulatory provisions and guidance, and with board policy. Subject to Board approval, the Superintendent may attend the annual NJSBA/NJASA/NJASBO<sup>1</sup> Workshop and Convention, and the annual conferences of the NJASA, NJSBA, NJSSC, AASA, and ASCD. 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, and board policies.

F. Professional Publications. The Superintendent may subscribe to appropriate educational and/or professional publications within the limit set in the annual budget not to exceed one thousand

<sup>1</sup> New Jersey Association of School Business Officials



dollars (\$1,000.00) annually.

G. Health Benefits:

1. The Board shall provide the Superintendent with individual or family health benefits coverage at her option. The premium contribution shall be paid by the Superintendent through payroll deduction. The Superintendent shall contribute towards the costs of her health care in accordance with N.J.A.C. 6A:23A-3.1(e)5. In no case shall the Superintendent pay less than 1.5% of the base salary in accordance with N.J.S.A. 18A:16-17(b). P.L. 1979, C. 391. for all such coverages as set forth in Chapter 78, P.L. 2011 (passed as Senate No. 2937), or Chapter 44, P.L. 2020, and implementing regulations, as well as in accordance with the board policies. The Superintendent shall have the opportunity to select among the plans being offered. The health insurance options shall in no way link this Employment Agreement with any agreement collectively negotiated with the District. The Superintendent will have health insurance on day one of this Employment Agreement, if possible, but no later than sixty (60) days after the Superintendent's start date of employment.
2. The Superintendent may, at her discretion, 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 in the event the Superintendent waives coverage, the Board shall pay the lesser of twenty-five percent (25%) or five thousand dollars (\$5,000) of the premium saved by the Board as a result of the waiver. The payment may be prorated in accordance with the timing of the waiver. The superintendent shall be permitted to re-enroll in the health



insurance plan if there is a change in family status such as a death or divorce for any other reason.

3. Continuation of health insurance coverage for dependents, if the Superintendent dies, is prohibited in accordance with N.J.S.A. 18A:16-16.

#### H. Vacation Leave:

1. The Superintendent shall be entitled to an annual vacation of twenty-four (24) paid days for each twelve (12) months of employment or portion thereof exclusive of holidays. All of the vacation days shall be available for the Superintendent's use on July 1<sup>st</sup> of each year of the Employment Agreement. Said days shall be accumulated at a rate of two (2) vacation days per month.
2. The Superintendent shall take her vacation time after giving the Board President reasonable notice, which is considered to be a minimum of seven days' notice. The Superintendent is expected to attend to the business of the District as required for the smooth and efficient operation of the District. The Superintendent shall document the use of accrued vacation days with the Board Secretary.
3. The Board encourages the Superintendent to take her full vacation allotment each year, however, up to twenty-four (24) vacation days may be carried over by the Superintendent from year to year. All days carried over must be used in the next year, or those days not taken will be forfeited, in accordance with N.J.A.C. 6A:23A-3.1(e)9. Annual payment of unused vacation days is prohibited in accordance with N.J.A.C. 6A:23A-3.1(e)9.
4. 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



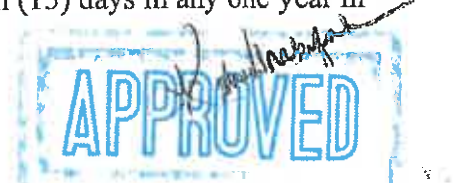
Board until, pursuant to a plan established by the Board and the Superintendent.

5. Upon separation from service, the Superintendent shall be paid for all her unused accumulated vacation days, up to a maximum of twenty-four (24) days, at the Superintendent's per diem rate of 1/260 of her current salary as of the date of separation. The vacation day payment will be made within ninety (90) days of the Superintendent's separation date. In the event of the death of the Superintendent, unused accumulated days shall be paid to the Superintendent's estate or designated beneficiary in accordance with N.J.A.C. 6A:23A-3.1(e)9.
6. Vacation days may be taken in full or half-day increments.

I. Holiday Leave. The Superintendent shall be entitled to all holidays granted to other administrators in the District:

- |                                 |                                         |
|---------------------------------|-----------------------------------------|
| • Independence Day              | • New Year's Day                        |
| • Labor Day                     | • Dr. Martin Luther King Jr.'s Birthday |
| • Yom Kippur                    | • Lincoln's Birthday                    |
| • Columbus Day                  | • President's Day                       |
| • Election Day                  | • Good Friday (Administrative Day)      |
| • Veteran's Day                 | • Memorial Day                          |
| • Thanksgiving Day              | • Juneteenth                            |
| • Friday following Thanksgiving | • Eid Al Fitr                           |
| • Christmas Day                 |                                         |
| • Winter Break                  |                                         |

J. Personal Leave. The Superintendent shall be entitled to five (5) personal days to attend to personal business during the school day with full pay during the work year. Personal days may be taken during the school year with prior notification to the Board President. Personal day usage shall be reflected on time-off slips filed with the Board Secretary. Unused personal days shall convert to accumulated sick leave at the end of each year, except that no person may be allowed to increase their total accumulation by more than fifteen (15) days in any one year in



accordance with N.J.S.A. 18A:30-7. Personal days may be taken in full or half-days. Payment for unused personal days is prohibited in accordance with N.J.A.C. 6A:23A-3.1(e)8.

K. Bereavement Leave. The Superintendent is entitled to a maximum of five (5) calendar days ("bereavement days") for the death of immediate family members. One of the five calendar days may be used to attend the funeral. In this Employment Agreement, "immediate family member" shall be defined as the Superintendent's spouse, domestic partner, child, stepchild, parent, mother-in-law, father-in-law, brother, sister, and grandparent, or any person living in the Superintendent's household. Unused bereavement leave days shall not be compensable upon the Superintendent's death, separation, or retirement from the Board.

L. Family Illness Days. Family illness days are defined as paid time off used to care for the critical illness of an immediate family member as defined above. As of the beginning of the term, and annually on July 1<sup>st</sup> of each fiscal year, the Superintendent shall receive two (2) annual family illness days. Unused family illness days shall not accumulate nor carry over into the next fiscal year. Unused family illness days shall not be compensable upon the Superintendent's death, separation, or retirement from the Board. Family illness days may be taken as full or half-days.

M. Vehicle Usage. In accordance with N.J.A.C. 6A:23A-6.12, the District shall assign to the Superintendent a properly maintained, non-luxury vehicle.

N. Mileage Reimbursement. The Superintendent shall be reimbursed for actual mileage when using her personal vehicle for Board business as annually established by the Annual Appropriations Act or the New Jersey Office of Management and Budget (OMB). The Superintendent shall receive travel reimbursement for parking, tolls, and mileage at the State rate for non-commuting travel, in accordance with N.J.S.A. 18A:11-12 and N.J.A.C. 6A:23A-



7.1, *et seq.* The Superintendent shall keep accurate mileage records and submit them to the School Business Administrator monthly or quarterly and shall not seek reimbursement for travel that is a part of her daily commute. Mileage reimbursement shall be applicable only when the Superintendent is using a personal vehicle. Parking and tolls reimbursement shall apply when the Superintendent is driving a district-owned vehicle if the payment is made from the Superintendent's personal funds.

The Superintendent shall receive travel reimbursement for parking, tolls, and mileage at the state rate for non-commuting travel, in accordance with N.J.S.A. 18A:11-12 and N.J.A.C. 6A:23A-7.1, *et seq.* The Superintendent shall keep accurate mileage records and submit them to the School Business Administrator monthly or quarterly and shall not seek reimbursement for travel that is a part of the Superintendent's daily commute.

- O. Cellular Telephone. The Board shall provide the Superintendent with a cellular telephone and shall pay the monthly charge only for business-related usage in an amount not to exceed three thousand dollars (\$3,000.00) annually. The cell phone shall be used only for business purposes and may not be used for personal use.
- P. Computer. The Board shall provide the Superintendent with a laptop computer for her use while working away from the Board offices. The costs for the same shall not exceed three thousand dollars (\$3,000.) The computer shall be used for business-related matters only, and not for personal use.
- Q. 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 her return to the district in the event of an unplanned absence, with the designated staff member in charge of maintaining district attendance records each time any leave is taken. The Superintendent and Board



President shall periodically review the Superintendent's attendance record to assure correctness.

R. Tuition Reimbursement. The Board shall reimburse the Superintendent for tuition for courses taken during the term of this Employment Agreement in an amount not to exceed one thousand five hundred dollars (\$1,500) annually. To qualify for tuition reimbursement:

- 1) The Superintendent must obtain prior board approval specific to the course taken;
- 2) The courses must be taken during the term of this Employment Agreement;
- 3) The courses must be graduate level;
- 4) The course must be taken in a program culminating in a graduate or professional degree or certification;
- 5) The course must be relevant to the Superintendent's work with the board;
- 6) The Superintendent must earn a B- or better, or the grade equivalent of a B- or better if letter grades are not given;
- 7) The Superintendent must produce adequate proof of the cost of the course, and that it was paid for;
- 8) The Superintendent shall submit the claim for reimbursement no later than sixty (60) days after the course ends or sixty (60) days after the final grade is received, whichever is later.

The Superintendent shall follow board policy in supplying the necessary documentation for purposes of each reimbursement.

S. Expenses. The Superintendent may be required on occasion to incur reasonable and necessary expenses in connection with her duties as the Superintendent. Therefore, the Superintendent shall be reimbursed for such expenses in accordance with board policy and N.J.S.A. 18A:11-12 and the OMB circular, if applicable, by the Board and upon recommendation of the Superintendent in an amount not to exceed five thousand dollars (\$5,000.00)



- T. Professional Liability. The 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 her individual capacity or in her official capacity as agent and/or employee/ Superintendent of the Board, provided the incident, which is the subject of any such demand, claim, suit, action or legal proceeding, arose while the Superintendent was acting within the scope of her 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 her, and the position of the Board in relation thereto, the Superintendent may engage her own legal counsel, in which event the Board shall indemnify the Superintendent for the costs of her legal expenses. The Board's indemnification obligations toward the Superintendent are stated in N.J.S.A. 18A:16-6 and -6.1. The Board further agrees to cover the Superintendent under the Board's liability insurance policies, including employment practices liability coverage.
- U. Legal Expenses. The Superintendent's legal expenses shall be reimbursed only in accordance with and to the extent permitted by N.J.S.A. 18A:16-6 and N.J.S.A. 18A:16-6.1.
- V. The New Jersey First Act. The Superintendent represents that she meets the requirements of N.J.S.A. 52:14-7 ("New Jersey First Act"). The Superintendent understands that if she is not exempt from or does not receive a waiver from the New Jersey residency requirements, N.J.S.A. 52:14-7(d) deems the Superintendent as "illegally holding" and "unqualified for holding the office, employment, or position" if her principle residence, as defined by N.J.S.A. 52:14-7(a), is not within New Jersey within the one-year period of commencing employment with the District. The Superintendent agrees that unless a hardship and/or critical need waiver is granted by the New Jersey Department of Labor, Employee Residency Review Committee, her violation of N.J.S.A. 52:14-7 may result in, at the sole discretion of the Board, cessation



of this Employment Agreement and her employment with the Board. The Superintendent is encouraged to visit the New Jersey Department of Labor's website for the New Jersey First Act at <http://lwd.dol.state.nj.us/labor/lwdhome/content/njfirst/NJFirst.html>.

- W. Disability Insurance. The Board will reimburse the Superintendent in the amount of one thousand nine hundred dollars (\$1,900.00) per year of this Employment Agreement for her payments toward disability insurance upon proof that the disability insurance was purchased by the Superintendent.

#### **ARTICLE V** **ANNUAL EVALUATION**

- A. 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 evaluation. Each annual evaluation shall be in writing and shall represent a majority of the full membership 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 proposed copy of the evaluation shall be given to the Superintendent at least two days prior to the meeting at which the board plans to discuss the same. 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 responsibilities of the Superintendent as set forth in the job description for the position of the Superintendent and such other criteria as the State Board of Education shall by regulation prescribe.

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 Superintendent's personnel file upon the Superintendent's request. On or before June 1st of each year of this Employment Agreement 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.

The final draft of the annual evaluation shall be adopted by the Board on or by June 30 of each year of this Employment Agreement. The Superintendent shall propose a schedule for evaluation for the next year to the Board President on or before August 1<sup>st</sup> of each year of this Employment Agreement.

- B. In the first year of this Employment Agreement, the parties shall meet on or before September 1st to establish the District's goals and objectives for the ensuing 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 1 of each succeeding school year, the parties will meet to establish the District's goals and objectives for the next succeeding school year, in the same manner, and with the same effect as heretofore described.
- C. 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 forty-eight (48) hours in advance. 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 VI**  
**SEPARATION FROM SERVICE**

This Employment Agreement shall automatically renew for a term of four (4) calendar years unless either of the following occurs; (1) the Board by Employment Agreement reappoints the Superintendent for a different term allowable by law; (2) the Board notifies the Superintendent in writing one hundred twenty (120) days prior to the expiration of this Employment Agreement, that she will not be reappointed at the end of the current term, in which case her employment shall cease upon the expiration of this Employment Agreement; or (3) in accordance with such laws and regulations that would require nullification of this Employment Agreement.

Method of Providing Notice. The notice of nonrenewal shall be in writing, sent via e-mail to the Superintendent's Board-issued e-mail address, or regular mail/ certified mail to the Superintendent's residence, or to the Superintendent's office within the Board's Central Office.

The Superintendent shall also receive the following, as part of her compensation upon her separation from employment with the District:

- A. Sick and Vacation Days. Upon the Superintendent's separation from employment with the district, the Board will pay all unused, accumulated sick and vacation days in accordance with the provisions above.
- B. Payment to Estate. If the Superintendent dies before her Employment Agreement year is completed, payment for her unused, accumulated vacation and salary until the end of the month of the date of death shall be made to her estate.



C. Definition: For the purposes of this Employment Agreement, "separation from employment" shall be meant to include, but not be limited to, the Superintendent's separation from the District or to death, incapacity, retirement, non-renewal, and/or voluntary or involuntary resignation.

## ARTICLE VII

### TERMINATION OF EMPLOYMENT AGREEMENT

A. This Employment Agreement 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 proper or appropriate certificate;
- (2) revocation of the Superintendent's certificate, in which case this Employment Agreement 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, *et seq.*;
- (4) mutual agreement of the parties;
- (5) notification in writing by the Board to the Superintendent, of the Board's intent not to renew this Employment Agreement at least one hundred twenty (120) days prior to the expiration of this Employment Agreement; or
- (6) material misrepresentation of employment history, educational and professional credentials, and criminal background and in accordance with N.J.S.A. 18:17-15 et seq.

B. The Superintendent shall not be dismissed or reduced in compensation during the term of this Employment Agreement, except as authorized 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 her 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. The parties understand that any early termination must comply with the provisions of *P.L. 2007, c. 53, The School District Accountability Act*.

C. THIS EMPLOYMENT AGREEMENT may be terminated prior to the end of the employment term by the following:

- a) Mutual Agreement of the Parties to end the Employment Agreement early, subject to N.J.S.A. 18A:17-20.2a and N.J.A.C. 6A:23A-3.2.
- b) Termination by Board: Pursuant to N.J.S.A. 18A:17-20.1, at the conclusion of the term of this Employment Agreement, the Superintendent shall be deemed reappointed for another Employment Agreement term of the same duration, unless either: a) the Board by Employment Agreement reappoints the Superintendent with her consent for a different term, which term shall not be less than three (3) or more than five (5) years, in which event reappointments thereafter shall be deemed for the new term unless a different term is again specified; or b) the Board notifies the Superintendent, in writing one hundred twenty days (120) days prior to the expiration of this Employment Agreement, that such reappointment shall not be offered, in which event the Superintendent's employment in the district shall terminate at the end of this Employment Agreement. 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.

Unilateral Termination by the Superintendent: The Superintendent may



unilaterally terminate this Employment Agreement upon at least one hundred twenty (120) days advance written notice to the Board of her intention to resign ("Resignation Letter"). Upon the effective date of the Superintendent's resignation letter, the Superintendent's rights to salary payments shall cease. The resignation letter shall be addressed to the Board and shall state specifically the Superintendent's last date of employment with the District. The resignation letter shall be e-mailed to the Board President and Board Secretary.

- c) Death of Superintendent: If the Superintendent dies during the term of employment, the Board will pay to the Estate of the Superintendent the salary compensation owed up until the date of death, which would otherwise be payable to the Superintendent up to the end of the month in which her death occurs, plus any entitlement to payment for accrued unused vacation time.

- D. ANY NOTICE REQUIRED or permitted to be given under this Employment Agreement shall be in writing, sent via e-mail to the Superintendent's Board-issued e-mail address, or regular mail certified mail to the Superintendent's residence, or to the Board's Central Office in the case of the Board, directed to the Board President.
- E. ANY PROVISION(S) OF this Employment Agreement may be modified in its terms at any point(s) in said Employment Agreement through written agreements(s) between the Superintendent and the Board. Said modifications(s) shall become part of the Employment Agreement as set forth at length therein.
- F. THE BOARD and the Superintendent agree that this Employment Agreement is a product of negotiation between the parties hereto and has been reviewed by their respective attorneys.



G. IN THE EVENT of any conflict between the terms, conditions, and provisions of this Employment Agreement and the provisions of the Board's policies or any permissive federal or state law, the terms of this Employment Agreement shall take precedence over the contrary provisions of the Board's policies or any such permissive law unless otherwise prohibited by law.

**ARTICLE VIII**  
**COMPLETE AGREEMENT / GOVERNING LAW / HEADINGS**

This Employment Agreement embodies the entire agreement between the parties and supersedes all prior, oral or written, negotiations, representations, and agreements. This Employment Agreement cannot be modified unless the Parties agree in writing, and that the new Employment Agreement is signed by the Superintendent and the Board member authorized to sign.

This Employment Agreement shall be governed, construed, and enforced in accordance with the laws of the State of New Jersey, without regard to any jurisdiction's conflict of laws rules.

Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any clause or provision of this Employment Agreement.

**ARTICLE IX**  
**SAVINGS CLAUSE**

If, during the term of this Employment Agreement, it is found that a specific clause of this Employment Agreement is contrary to federal or state law, the remainder of the Employment Agreement not affected by such ruling shall remain in full force and effect. The parties hereto represent to each other that they fully understand the terms and conditions of this Employment Agreement and agree to be bound by same pursuant to the rules and regulations of the Department



of Education and the laws of the State of New Jersey.

**ARTICLE X**  
**MODIFICATION CLAUSE**

The terms and conditions of this Employment Agreement shall not be modified except by the written consent of both parties hereto and review and approval by the Executive County Superintendent. Any amendments to this Employment Agreement shall not create a new agreement or agreement term but shall only constitute an amendment to the existing Employment Agreement.

**ARTICLE XI**  
**REVOCATION CLAUSE**

The parties hereto agree that in the event the Superintendent's certification is permanently revoked, all provisions of this Employment Agreement shall be null and void as of the date of the revocation. If the Superintendent is lawfully precluded from performing her duties by any judgment, Order or direction of any court of competent jurisdiction or the Commissioner of Education, all provisions of this Employment Agreement shall terminate and the Superintendent's employment shall cease.

**ARTICLE XII**  
**COOPERATION OBLIGATION SURVIVES TERMINATION.**

The Superintendent acknowledges, understands, and agrees to the following:

- 1) While employed with Board and as a consequence of the Superintendent's position/title and duties, Superintendent will likely be required to provide facts, testimony, or assistance for investigations, disciplinary and tenure hearings, lawsuits, and other administrative, legal, and quasi-legal matters;
- 2) After the Superintendent's separation from the Board, Board may need the Superintendent to continue to cooperate, without compensation, by providing facts, testimony, or assistance to Board.



- 3) Thus, after the Superintendent's separation from Board, she will, without reservation and without compensation, cooperate to provide facts, testimony, and assistance for post-separation investigations, disciplinary and tenure hearings, lawsuits, and other administrative, legal, and quasi-legal matters.
- 4) The cooperation duties and responsibilities under this section shall survive the expiration or termination of this Employment Agreement.

### ARTICLE XIII

#### PERSONNEL FILE REVIEW

The Superintendent shall have the right, upon request, to review the contents of her personnel file and to receive copies at the Board's expense of any documents contained therein. She shall be entitled to have a representative accompany her during such review. At least once every year, the Superintendent shall have the right to indicate those documents and/or other materials in her file that she believes to be obsolete or otherwise inappropriate to retain; and, upon final approval of the Board, such documents identified by her shall be destroyed.

No material derogatory to the Superintendent's conduct, service, character, or personality shall be placed in her personnel file unless she has had an opportunity to review the material. The Superintendent shall acknowledge that she has had the opportunity to review such material by affixing her 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.

### ARTICLE XIV

#### ARREST/OFFENSE NOTIFICATION

The Superintendent shall comply with N.J.A.C. 6A:9B-4.3(c), which states:

School districts shall notify all employees new to the school district and shall notify annually all



employees of the following reporting requirements. Failure to comply with this subsection may be deemed "just cause" pursuant to N.J.A.C. 6A:9B-4.4.

1. All certificate holders shall report to their superintendent their arrest or indictment for any crime or offense within 14 calendar days of the arrest or indictment. The report shall include the date of arrest or indictment and charge(s) lodged against the certificate holder.
2. Certificate holders arrested or indicted for any crime or offense shall report to their superintendent the disposition of any charge within seven calendar days of disposition.



**BY SIGNING BELOW**, Dr. Laurie W. Newell represents and warrants that:

1. She has thoroughly read and fully understands this Employment Agreement;
2. She has been advised of, and is aware of, her right to seek independent legal counsel before signing this Employment Agreement;
3. The signing of this Employment Agreement is voluntary and made on her own free will, being of sober and sound mind, and is not the result of fraud, duress, coercion, or undue influence; and
4. She agrees that the signatures of all persons below create a Employment Agreement that is legally binding on the Parties to this Employment Agreement.

**SUPERINTENDENT**

By:   
Dr. Laurie Newell  
Superintendent

Dated: 7 / 1 / 2023

**PATERSON BOARD OF EDUCATION**

By:   
Nakima Redmon  
Board President

Dated: 7 / 1 / 2023

By:   
Richard L. Matthews  
School Business Administrator

Dated: 7 / 10 / 2023

Date of Executive (Passaic) County Superintendent approval: 04 / 18 / 2023

Date of public hearing: 04 / 25 / 2023

Date of Paterson Board of Education approval: 04 / 25 / 2023

