

RESOLUTION

TO APPROVE THE CONTRACT FOR SUPERINTENDENT OF SCHOOLS

WHEREAS, the New Brunswick Board of Education has negotiated a new contract with Dr. Aubrey Johnson; and

WHEREAS, the County Superintendent of Schools has approved the said contract; and

NOW, THEREFORE, BE IT RESOLVED, the New Brunswick Board of Education hereby approves the contract for Dr. Aubrey A. Johnson, Superintendent of Schools, from July 1, 2023 to June 30, 2028.



Dr. Dale G. Caldwell
Board President


Mr. Richard D. Jannarone
Business Administrator/Board Secretary

ADOPTED: April 25, 2023

res_supt_contract



State of New Jersey

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

Middlesex County Office of Education
13-15 Kennedy Boulevard
East Brunswick, New Jersey 08816
(732) 249-2900
Fax (732) 296-6567

ANGELICA ALLEN-MCMILLAN, Ed.D.
Acting Commissioner

KYLE M. ANDERSON
Interim Executive County Superintendent

March 9, 2023

Dr. Dale G. Caldwell
Board President
New Brunswick Public Schools
P.O. Box 2683
New Brunswick, New Jersey 08903

Dear Dr. Caldwell:

I have reviewed the employment contract for Dr. Aubrey A. Johnson, Superintendent of Schools, in accordance with N.J.S.A. 18A:7-8(j) and to determine compliance with the standards adopted by the Commissioner of Education at N.J.A.C. 6A:23A-3.1. Based upon my review, I have determined that those provisions of the contract subject to my review are in compliance with applicable laws and regulations. Therefore, I approve the contract for a period commencing on July 1, 2023 through June 30, 2028.

A copy of the signed contract accompanied by the board resolution should be forwarded to my office immediately following the board meeting.

If there are any changes to the terms of this contract, you will need to submit it to the Executive County Superintendent for review and approval prior to the required public notice and hearing of such changes.

Sincerely,

A handwritten signature in dark ink, appearing to read "Kyle M. Anderson".

Kyle M. Anderson
Interim Executive County Superintendent

KMA/dh

C: Richard Jannarone, School Business Administrator/Board Secretary
Leo Yanogacio, Executive County Business Official

SUPERINTENDENT

Detailed Statement of Contract Costs

District: New Brunswick Public Schools					
Name: Dr. Aubrey A. Johnson					
Date BOE Authorized Submission to County Office					
District Grade Span	pre k-12				
On Roll Students as of 10-15	9160				
	Year 1	Year 2	Year 3	Year 4	Year 5
Contract Term:	2023-24	2024-25	2025-26	2026-27	2027-28
Salary					
Salary	\$ 263,877	\$ 271,793	\$ 279,947	\$ 288,346	\$ 296,996
Longevity	\$ -	\$ -	\$ -	\$ -	\$ -
Shared Service	\$ -	\$ -	\$ -	\$ -	\$ -
Total Annual Salary	\$ 263,877	\$ 271,793	\$ 279,947	\$ 288,346	\$ 296,996
Additional Salary					
Quantitative Merit Goals	\$ -	\$ -	\$ -	\$ -	\$ -
Qualitative Merit Goals	\$ -	\$ -	\$ -	\$ -	\$ -
Total Additional Salary	\$ -	\$ -	\$ -	\$ -	\$ -
Total Annual Salary plus Additional Salary	\$ 263,877	\$ 271,793	\$ 279,947	\$ 288,346	\$ 296,996
Board Contribution for Cost of Premiums for:					
Health Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
Prescription Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
Dental Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
Vision Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
Disability Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
Long-term Care Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
Life Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
Other Insurance - Describe:	\$ -	\$ -	\$ -	\$ -	\$ -
Waiver of Benefits	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Section 125 Plan Reimbursements - Describe:	\$ -	\$ -	\$ -	\$ -	\$ -
Board Contribution for Cost of Premiums	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Employee contribution to health benefits as per law	\$ -	\$ -	\$ -	\$ -	\$ -
Total Health Benefit Compensation	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Other Compensation					
Travel and Expense Reimbursement (Estimated Annual Cost)	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500
Professional Development (Capped Amount or Estimated Annual Cost)	\$ -	\$ -	\$ -	\$ -	\$ -
Tuition Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -
Mentoring Expenses - Describe:	\$ -	\$ -	\$ -	\$ -	\$ -
National/State/County/Local/Other Dues	\$ 5,200	\$ 5,356	\$ 5,517	\$ 5,682	\$ 5,853
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -
Board Paid Cell Phone or Reimbursement for Personal Cell Phone	\$ 800	\$ 800	\$ 800	\$ 800	\$ 800
Computer for Home use, including supplies, maintenance, internet	\$ -	\$ -	\$ -	\$ -	\$ -
Other - Describe:	\$ -	\$ -	\$ -	\$ -	\$ -
Total Other Compensation	\$ 9,500	\$ 9,656	\$ 9,817	\$ 9,982	\$ 10,153
Sick and Vacation Compensation					
Max Paid for Unused Sick Leave Upon Retirement	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
Max Paid for Unused Vacation Leave - Retirement or Separation	\$ 30,447	\$ 31,361	\$ 32,302	\$ 33,271	\$ 34,269
Total Sick and Vacation Compensation	\$ 45,447	\$ 46,361	\$ 47,302	\$ 48,271	\$ 49,269
TOTAL CONTRACT COSTS	\$ 323,824	\$ 332,810	\$ 342,065	\$ 351,598	\$ 361,417

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT is made and entered into this ____ day of _____, 2023 by and between the **CITY OF NEW BRUNSWICK BOARD OF EDUCATION** (hereinafter the "Board"), with offices located at 268 Baldwin Street, PO Box 2683, New Brunswick, Middlesex County, New Jersey 08903, and **DR. AUBREY ALAN JOHNSON** (hereinafter the "Superintendent").

WITNESSETH:

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

ARTICLE I
TERM

1. The Board, in consideration of the promises herein contained of the Superintendent, hereby employs, and the Superintendent hereby accepts employment as Superintendent of Schools for a five (5) year term commencing July 1, 2023, and expiring at the close of business on June 30,

2028. Effective July 1, 2023, this Employment Contract shall replace and supersede all prior employment contracts between the parties hereto. The parties agree to the terms of the within Employment Contract and, by execution of the same, specifically acknowledge the rescission effective June 30, 2023 of the prior Employment Contract between them.

ARTICLE II

SUPERINTENDENT RESPONSIBILITIES

1. 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.
2. 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 written permission of the Board. Should the Superintendent choose to engage in such outside activities on weekends, on his vacation time, or at any 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 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 Contract 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.

3. 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*.
4. 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.
5. To study and make recommendations with respect to all 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.
6. 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.
7. 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.

8. 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.
9. 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 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 and the additional compensation is reflected in an addendum to this contract and such addendum has been approved by the Executive County Superintendent. 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.

ARTICLE III **COMPENSATION**

During the term of this Employment Contract, including any extension thereof, the Superintendent shall not be reduced in compensation, including salary and benefits. In no event shall the Superintendent's salary, leaves, medical and/or other insurance, and/or any other forms of compensation and benefits be less than that provided any other employee in the district, exclusive of the School Business Administrator, and except as otherwise provided by law. Any adjustment in salary made during the life of this Employment Contract shall be in the form of an amendment and shall become part of this Employment Contract, but it shall not be deemed that the Board and the Superintendent have entered into a new employment contract.

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

- a. **Salary Schedule.** Effective July 1, 2023, the Board shall pay the Superintendent an annual prorated salary of Two Hundred Sixty Three Thousand Eight Hundred Seventy Seven Dollars & 00/100 (\$263,877.00) for the 2023-2024 school year. This annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees. See Detailed Statement of Contract Costs attached as a Rider hereto.

Beginning July 1, 2024, and each July 1st thereafter for the five (5) year term of this Contract, the Superintendent shall receive an increase of Three (3.0%) Percent in his annual salary (inclusive of his salary increment).

- b. No salary increase of any kind will take effect on midnight June 30, 2028 (the final day of this Contract) unless the parties have agreed to a contract extension and that extension has been approved by the Middlesex County Executive County Superintendent. The terms of the extension will govern all increases to take effect after June 30, 2028. 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.*

- c. **Sick Leave.** The Superintendent shall receive twelve (12) sick days annually. Unused sick leave days shall be cumulative in accordance with the provisions of *Title 18A.*

1. Upon the Superintendent's retirement from the District, the Board shall pay him for his unused accumulated sick leave days at his per diem rate of pay at that time, subject to a maximum payment of fifteen thousand

dollars (\$15,000.00). The per diem rate will be calculated as 1/260th of his then annual salary. Payment shall be made within sixty (60) days of the Superintendent's last day of employment.

- a. Accumulated unused sick leave compensation shall be paid to the Superintendent's estate or beneficiaries in the event of death prior to retirement.
- b. **Professional Membership.** The Superintendent shall be entitled to membership, at the Board's expense for professional dues in the following professional associations: NJASA, AASA, and the Middlesex County Administrators Association and/or other organizations deemed important by the Superintendent and the Board. The Superintendent shall also be entitled to reimbursement for reasonable expenses incurred for attendance at professional conferences 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.*) Such reimbursement shall comply with all applicable provisions of state and federal statutory and regulatory provisions and guidance, and with Board policy. The Superintendent shall be entitled to attend the annual NJSBA Workshop and Convention, the annual conference of the NJASA, and the annual TechSpo Conference. 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 the Board policies. In addition to the foregoing, the Superintendent shall be entitled to

attend one national/out-of-state conference per year during the term of this Contract.

The Board shall pay all costs and fees associated with any state-mandated continuing education. The Board shall allow the Superintendent paid, professional release time to attend the foregoing professional development activities.

- c. **Professional Publications.** The Superintendent may subscribe to appropriate educational and/or professional publications within the limit set in the annual budget.
- d. **Health Benefits.**
 - 1. The Board shall provide the Superintendent with individual or family health benefits coverage at his option. The Superintendent shall contribute towards the premium costs for all such coverages set forth in *P.L. 2011*, Chapter 78, and any implementing regulations. The premium contribution shall be paid by the Superintendent through payroll deduction.
 - 2. The Superintendent may 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. The Superintendent will be paid the lesser of Twenty-Five Percent (25%) of the premium saved or Five Thousand Dollars (\$5,000.00) for waiving such coverage.
 - 3. The Board shall provide the Superintendent with a Section 125 Cafeteria Plan in accordance with *P.L. 2011*, Chapter 78.

e. **Vacation Leave.**

1. The Superintendent shall be entitled to an annual vacation of Twenty-Five (25) working days per year, prorated. All of the vacation days shall be available for the Superintendent's use on July 1st of each year of the Contract.
2. The Superintendent shall take his vacation time after giving the Board President reasonable notice. School vacations constitute time off for the Superintendent. The Superintendent may take vacation days 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. The Board encourages the Superintendent to take his full vacation allotment each year; however, not more than Twenty-Five (25) 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.
4. Upon separation from employment, the Superintendent shall be paid for his unused, accumulated vacation days. The per diem rate for unused vacation days shall be calculated as 1/260th of the Superintendent's final salary. The Board shall make any such payment within thirty (30) days after the Superintendent's last day of employment. In the event of the Superintendent's death, payment for his unused accumulated vacation days shall be made to his estate.

5. In accordance with N.J.S.A. 18A:30-9.1, vacation days 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 pursuant to a plan established by the Board, until such time as the Superintendent uses the accumulated vacation days or the Superintendent is compensated for the accumulated unused vacation days following a Board resolution approving payment of same.
- f. **Holiday Leave.** The Superintendent shall be entitled to all holidays granted to other administrators in the district, i.e. Labor Day, Rosh Hashanah, Yom Kippur, Columbus Day, Election Day, Veterans' Day, Thanksgiving Recess, Christmas/Winter Break, New Year's Day, Martin Luther King Day, Presidents' Day, Easter/Spring Break, Memorial Day, Independence Day (July 4th).
- g. **Personal Leave.** The Superintendent shall be entitled to three (3) 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 the prior permission of the Board President. As much advance notice as possible of the request to take personal time will be given. Personal day usage shall be reflected on time-off slips filed with the Board Secretary. Personal days are non-cumulative and non-reimbursable.
- h. **Bereavement Leave.** The Superintendent shall be entitled to five (5) days of leave, without loss of pay due to the death of his father, mother, wife, partner

in a civil union, brother, sister, father-in-law, mother-in-law, son, daughter, grandchild, or any person permanently living with the Superintendent. The Superintendent shall be entitled to two (2) days of leave, per incident, without loss of pay due to the death of a sister-in-law, brother-in-law, aunt, uncle or other near relative.

- i. **Mileage Reimbursement.** The Superintendent shall be reimbursed for actual mileage when using his personal vehicle for Board business as annually established by the Annual Appropriations Act or the New Jersey Office of Management and Budget. Reimbursement for the use of a personal vehicle shall be tendered only upon proof of compliance with applicable regulations.
- j. **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 assure correctness.
- k. **Tuition Reimbursement.** The Board shall reimburse the Superintendent for tuition costs incurred for graduate level courses at an accredited institution of higher education that are part of a formal program of studies leading to the awarding of a Master's Degree or a Doctoral Degree in an area or discipline judged to be of benefit to the Board. The Superintendent shall seek Board approval prior to enrolling in any graduate course of study.

1. **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 his individual capacity or in his official capacity as agent and/or employee 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 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 thereto, the Superintendent may engage his own legal counsel, in which event the Board shall indemnify the Superintendent for the costs of his legal defense. 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.
- m. **Computer/iPad.** The Board shall supply the Superintendent with the use of a new laptop computer/iPad (with Internet access) which is the property of the Board and shall be returned to the District at the end of the Superintendent's employment with the District. The Board shall be responsible for all maintenance and software updates associated with the laptop computer. The laptop computer/iPad shall be replaced as necessary.
- n. **Blackberry/iPhone (or equivalent device).** The Board shall supply the Superintendent with the use of a Blackberry/iPhone or equivalent device which is the property of the Board and shall be returned to the District at the end of

the Superintendent's employment with the District. The Board shall be responsible for all costs associated with its maintenance. Incidental personal use of the device by the Superintendent shall be permitted. The Blackberry/iPhone or other device shall be replaced as necessary.

- o. **Statutory Annuity Salary Reduction Program.** The Superintendent shall have the right at any time prior to the commencement of, or at any time during the Superintendent's employment, to take a reduction in salary and require the Board to use an amount corresponding to such reduction to purchase a tax sheltered annuity and/or mutual fund investment in accordance with N.J.S.A. 18A:66-127, et seq. and applicable tax laws, including Sections 403 (b) and 457(b) of the Federal Internal Revenue Code. The maximum amount of reduction in salary authorized shall be the maximum tax deferral amount permitted by the Federal Internal Revenue Code.

ARTICLE IV **ANNUAL EVALUATION**

1. The Board shall evaluate the performance of the Superintendent at least once a year on or before June 30th in accordance with statutes, regulations and Board policy relating to Superintendent evaluation. Each annual evaluation shall be in writing and shall represent a majority of the Board. Prior to finalization, 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 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 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. 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 Employment 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.

The final draft of the annual evaluation shall be adopted by the Board by June 30th 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.

2. Within ninety (90) days of the execution of this Employment Contract, the parties shall meet to establish the district's goals and objectives at least five (5) 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.

3. The parties also agree that the Board shall not hold any discussions regarding the Superintendent's employment, unless the Superintendent is given written notice at least forty-eight (48) hours in advance, is given the opportunity to address the Board in closed session, and is permitted to have a representative of his choosing speak on his behalf. 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 shall be held in public session, pursuant to the Open Public Meetings Act.

ARTICLE V

TERMINATION OF EMPLOYMENT CONTRACT

1. This Contract shall terminate, the Superintendent's employment will cease under any one of the following circumstances:
 - a. Failure to possess/obtain proper certification;
 - b. 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*;
 - c. Forfeiture under *N.J.S.A. 2C:51-2*;
 - d. Mutual agreement of the parties;
 - e. Notification in writing by the Board to the Superintendent on or before December 31, 2027, of the Board's intent not to renew this Contract; or
 - f. Material misrepresentation of employment history, educational and professional credentials, and criminal background, subject to *N.J.S.A. 18A:6-10 et seq.*

2. 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 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.
3. 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.
4. The Superintendent may terminate this Employment Contract upon no less than ninety (90) calendar days' written notice to the Board, filed with the Board Secretary, of his intention to resign.
5. The Superintendent shall not be dismissed or reduced in compensation during the term of this Contract, except as authorized by paragraphs 2. and 3. hereunder *supra* and *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 VI RENEWAL – NON-RENEWAL

This Employment Contract shall automatically renew for a term of five (5) calendar years, unless either of the following occurs:

1. The Board by contract reappoints the Superintendent for a different term allowable by law;

2. The Board notifies the Superintendent in writing on or before December 31, 2027 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.

ARTICLE VII **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 VIII **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 Employment 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 Employment Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law, unless otherwise prohibited by law.

ARTICLE IX **RELEASE OF PERSONNEL INFORMATION/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. 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, and, upon final approval of the Board, such documents identified by him shall be destroyed.

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 Employment Contract effective on the day and year first above written.

SUPERINTENDENT:

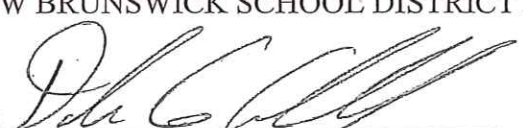
By: 

Dr. AUBREY ALAN JOHNSON

Dated: 4/25/23

WITNESS: 

BOARD OF EDUCATION OF THE
NEW BRUNSWICK SCHOOL DISTRICT

By: 

DALE G. CALDWELL, President

Dated: 4/25/23

WITNESS: 