



STATE OF NEW JERSEY
DEPARTMENT OF EDUCATION
MERCER COUNTY OFFICE
1075 OLD TRENTON ROAD
TRENTON, NJ 08690
PHONE: 609-588-5877
PHONE: 609-588-5878

PHILIP D. MURPHY
GOVERNOR

TAHESHA L. WAY
Lt. GOVERNOR

KEVIN DEHMER
ACTING COMMISSIONER

DARYL J. MINUS-VINCENT, Ed.D.
INTERIM EXECUTIVE COUNTY
SUPERINTENDENT

June 3, 2024

Dafna Kendal, Board President
Princeton Public School District
25 Valley Road
Princeton, NJ 08540

Dear Ms. Kendal:

I have reviewed the employment contract for Dr. Kathleen Foster for the positions of Acting and Interim Superintendent 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 term effective July 1, 2024, through June 30, 2025.

In the event of any conflict between the terms, conditions and provisions of this employment contract and any permissive state or federal law, the law shall take precedence over the contrary provisions.

If during the term of this employment contract, it is found that a specific clause of the contract is illegal in Federal or State law, the remainder of this employment contract, not affected by such a ruling, shall remain in force.

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

Please submit a signed copy of the contract to my office upon execution.

Sincerely,

A handwritten signature in blue ink, reading "Daryl J. Minus-Vincent".

Daryl J. Minus-Vincent, Ed.D.
Interim Executive County Superintendent

DJMV/ds

Employment Agreement between Dr. Kathleen Foster and the Princeton Public Schools Board of Education

This Employment Agreement is made and entered into this 11th day of June, 2024, by and between the Princeton Public Schools Board of Education, which has its offices located at 25 Valley Road, Princeton, New Jersey, 08540, and Dr. Kathleen Foster.

WHEREAS, the Board desires to employ Dr. Kathleen Foster as a “certificated administrator on a contractual basis” within the meaning of N.J.S.A. 18A:66-53.2(b) to serve in the position of Acting and then, subsequently Interim-Superintendent in order to enhance administrative stability, financial security, and continuity within the schools while the Superintendent is on a leave of absence; and

WHEREAS, the Board desires to provide Dr. Foster with a written Employment Agreement setting forth the terms and conditions of her contractual employment by the Board; and

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants hereinafter set forth, the parties agree that the following paragraphs shall constitute the terms and conditions of Dr. Foster’s employment:

- 1. Term.** The Board hereby employs Dr. Foster to serve as Acting Superintendent commencing on July 1, 2024 and ending on August 31, 2024. Beginning on September 1, 2024 and ending on or around June 30, 2025, Dr. Foster would be Interim Superintendent, unless either party renews this Employment Agreement for a longer time or terminates this Employment Agreement earlier in accordance with Paragraph 6 herein.
- 2. Compensation.** The Board shall pay Dr. Foster \$1,133 *per diem* for services rendered as Acting and Interim Superintendent in accordance with the schedule of salary payment in effect for other certified employees. Payments will be made on the District’s normal

payroll dates. Such payments shall be subject to all applicable deductions, including check offs for taxes and F.I.C.A.

3. **Work Week.** Dr. Foster shall work up to five days per week, exclusive of holidays and school recess periods, and shall attend all meetings of the Board, unless the parties otherwise agree in writing.
4. **Professional Certification.** Dr. Foster shall hold a valid New Jersey Superintendent's Certificate to act as a Superintendent in the State of New Jersey and shall provide the Board with a copy of that certificate prior to execution of this Employment Agreement. The parties agree that in the event Dr. Foster's certification is permanently revoked, all provisions of this Employment Agreement shall automatically terminate and shall be null and void as of the date of the revocations, and if Dr. Foster is lawfully precluded from performing her duties by any judgment order of any court of competent jurisdiction or the Commissioner of Education, all provisions of this Employment Agreement shall terminate and Dr. Foster's employment shall cease.
5. **Professional Development and Travel Expenses.** The Board will reimburse Dr. Foster for any required attendance at workshops and conferences with prior approval of the Board. The Board shall pay Dr. Foster for mileage expenses incurred for travel related to performance of her duties under this contract at the NJOMB Rate and consistent with all applicable laws, regulations, and Board Policy.
6. **Duties.** Dr. Foster agrees to give her best professional services and to faithfully perform the administrative duties required by the position of Acting Superintendent of Schools and prescribed by federal and State law, the regulations of the State Board of Education and other agencies, the by-laws, policies and regulations of the Board, and the job description for the Superintendent of Schools as currently in effect and as may be amended by the Board from time to time.
7. **Termination of Employment Agreement.** Either party may terminate this Employment Agreement by providing the other party

with thirty days' written notice. Notice shall be personally served on either party personally or by certified mail, return receipt requested, at the addresses set forth on page one of this Employment Agreement. Notice shall be deemed effective upon personal service or mailing. This Employment Agreement may also be terminated by mutual agreement of the parties, or due to revocation of Dr. Foster's certificate (as referenced in Paragraph 4 above) or forfeiture under N.J.S.A. 2C:51-2.

- 8. Criminal History and Employment Review.** Dr. Foster shall be subject to a criminal history record check as set forth in N.J.S.A. 18A:6-7.1 to 7.5. Dr. Foster shall also be subject to the employment history review set forth in N.J.S.A. 18A:6-7.6 *et seq.*, which requires the authorization for disclosure of certain information regarding any past instances of child abuse and/or sexual misconduct by the employee.
- 9. Modification of the Agreement Terms.** 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. New Jersey law shall govern the execution, delivery, interpretation, performance and the enforcement of the Employment Agreement.
- 10. Complete Agreement.** This Employment Agreement embodies the entire agreement between the parties hereto and cannot be changed except by written agreement of the undersigned parties.
- 11. Conflicts.** 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

12. 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 State of New Jersey.

13. Governing Law. This Employment Agreement shall be subject to the laws of the State of New Jersey, without regard to its choice of law principles.

IN WITNESS WHEREOF, the Board has caused this Employment Agreement to be approved on its behalf by a duly authorized officer and Dr. Foster has approved this Employment Agreement on the date and year specified in Paragraph one above.

Dafna Kendal, President
Princeton Public Schools
Board of Education

Kathleen Foster, Ed.D
Acting Superintendent
of Schools

Acting and Interim Superintendent of Schools

Detailed Statement of Contract Costs

District: Princeton Public Schools

Name: Dr. Kathleen Foster

Date BOE Authorized Submission to County Office: 5/21/2024 pending

District Grade Span

On Roll Students as of 10-15-2023

Contract Term: 11/14/2023 - 06/30/2024

10/30/2023	5/21/2024
PK-12	PK-12
3,694	3,679

2023-24 2024-25

Salary

Salary: \$1,133 *per diem* up to five days per week (not to exceed) *prorated* from 11/14/23

Longevity

Shared Service

Total Annual Salary

Additional Salary

Quantitative Merit Goals

Qualitative Merit Goals

Additional Compensation - Describe

Total Additional Salary

Total Annual Salary plus Additional Salary

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

Section 125 Plan Reimbursements

Board Contribution for Cost of Premiums

Employee contribution to health benefits as per law

Total Health Benefit Compensation

Other Compensation

Travel and Expense Reimbursement (Estimated Annual Cost)

Professional Development (Estimated Annual Cost)

Tuition Reimbursement

Mentoring Expenses - Describe:

National/State/County/Local/Other Dues

Subscriptions

Board Paid Cell Phone or Reimbursement for Personal Cell Phone

Computer for Home use, including supplies, maintenance, internet

Other - Describe: Prof Devlm, Memberships, Conf Travel

Total Other Compensation

Sick and Vacation Compensation

Max Paid for Unused Sick Leave Upon Retirement

Max Paid for Unused Vacation Leave - Retirement or Separation

Total Sick and Vacation Compensation

TOTAL CONTRACT COSTS

\$ 169,400 \$ 271,920

\$ - \$ -

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\$ 169,400 \$ 271,920

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