

APPROVED

CONTRACT OF EMPLOYMENT

This Agreement, 15 day of December 2020, between THE ELMWOOD PARK BOARD OF EDUCATION in Bergen County (hereinafter "the Board") with offices located at 60 East 53rd Street, Elmwood PARK, New Jersey and Anthony Iachetti (hereinafter "the Superintendent")

PREAMBLE

WITNESSETH

THIS EMPLOYMENT CONTRACT amends and supersedes all prior Employment Contracts between the parties hereto. Signature of this Contract constitutes assent to amend the parties' existing Employment Contract, as well as agreement to the terms herein;

WHEREAS, the Board and the Superintendent entered into an Employment Contract for the period of November 1, 2018 through and ending on June 20, 2022, which contract had been approved by the Executive County Superintendent; and

WHEREAS, the Board and the Superintendent desire to amend the November 1, 2018 contract effective July 1, 2020, to, among other things, expand the term of the agreement by three (3) additional years for an effective term of July 1, 2020 through June 30, 2025 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; and,

WHEREAS, the Superintendent is the holder of an appropriate certificate as prescribed by the State Board of Education and as required by *N.J.S.A. 18A:17-17*;

NOW, THEREFORE, in consideration of the following mutual promises and obligations, the parties agree as

follows:

APPROVED

ARTICLE I
EMPLOYMENT

The Board hereby agrees to employ Anthony Iachetti as Superintendent of Schools for the period of July 1, 2020 through 11:59 p.m. June 30, 2025. The parties acknowledge that this Contract must be approved by the Bergen County Executive County Superintendent in accordance with applicable law and regulation. This Contract will be retroactive to July 1, 2020.

ARTICLE II
CERTIFICATION

The parties acknowledge that the Superintendent possesses a standard certificate (attached as Exhibit A), with the school administrator endorsement from the New Jersey Department of Education, which certificate and endorsement is required in order for him/her to serve as Superintendent. If, at any time during the term of this Contract, the Superintendent's certification(s) is revoked, this Contract shall be null and void as of the date of the revocation. The Superintendent will provide official course transcripts for all earned post-secondary degrees to the Board of Education. These transcripts will be kept on file in the Board office.

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.
- B. 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,

APPROVED

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/her vacation time, or at other times when s/he is not required to be present in the district, s/he shall retain any honoraria paid. The Superintendent shall notify the Board President in the event s/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/her to work long and irregular hours, and occasionally may require that s/he 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 to 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 him/her. The Superintendent shall have the right to contact the Board's attorney for legal assistance as the need arises in carrying out his/her duties.

F. 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.

G. 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/her that his/her employment will be discussed in closed session, and the Superintendent had not requested that the meeting be

APPROVED

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.

H. 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.

I. 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 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 IV

SALARY AND BENEFITS

A. 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 as set forth below:

a. One Hundred Seventy Thousand Dollars (\$170,000.00) for the 2020-2021 school year; and One Hundred Seventy-Four Thousand Six Hundred Eighty-Nine Dollars (\$174,689.00) for the 2021-2022 school year. Thereafter, the Board shall increase the Superintendent's annual salary by two percent (2.00%) each year thereafter, as follows: One Hundred Seventy-Eight Thousand One Hundred Eighty-Three Dollars (\$178,183.00) for the 2022-2023 school year; One Hundred Eighty-One Thousand Seven Hundred Forty-Six Dollars (\$181,746.00) for the 2023-2024 school year; and One Hundred Eighty-Five Thousand Three Hundred Eighty-One Dollars (\$185,381.00) for the 2024-2025 school year. This annual salary rate shall be paid in accordance with the schedule of salary payments in effect for other certified employees.

b. As permitted by law, the parties may agree to negotiate and amend this Employment

APPROVED

Contract to provide the Superintendent with a salary increase; any such salary increase shall be reflected in an addendum to this contract and shall be subject to the approval of the Executive County Superintendent.

2. Merit Bonus. The Superintendent may receive an annual merit bonus in addition to his/her annual base salary. The merit bonus will be based upon his/her achievement of quantitative merit criteria and/or qualitative merit criteria. The Board and Superintendent shall select up to three (3) quantitative merit criteria and up to two (2) qualitative merit criteria per contract year. The Executive County Superintendent shall approve or disapprove the selection of quantitative merit and/or qualitative merit criteria and the data that forms the basis of measuring the achievement of quantitative merit and/or qualitative merit criteria. The Superintendent shall receive a merit bonus in amount up to 3.33% of his annual base salary for each quantitative merit criterion achieved, and/or a merit bonus in amount of up to 2.5% of annual base salary for each qualitative merit criterion achieved. The Board will determine the attainment of said goals annually, in conjunction with the Superintendent's evaluation and in accordance with *N.J.A.C. 6A:23A-3.1(e)*. The Board shall submit a resolution to the Executive County Superintendent certifying that the quantitative merit and/or qualitative merit criterion have been satisfied and shall await a confirmation of the satisfaction of that criterion from the Executive County Superintendent prior to payment of the merit bonus. Any such merit bonus shall be considered "extra compensation" and shall not be cumulative or pensionable. The parties understand that the obligation to pay any merit bonus which is achieved shall survive the termination of this contract.

3. Term. The term of this Agreement shall be for five (5) years commencing on July 1, 2020 and ending on July 1, 2025 at midnight. Notwithstanding the foregoing, no salary increase of any kind will take effect on midnight July 1, 2025 (the final day of this Contract) unless the parties have agreed to renew the contract and that contract has been approved by the Bergen County Executive County Superintendent. The terms of the renewal will govern all increases to take effect after July 1, 2025. Any

APPROVED

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.*

4. No Reduction in Salary/Compensation. During the term of this Employment Contract, including any extension hereof, the Superintendent shall not be reduced in compensation and/or benefits except as otherwise provided by law.

B. Sick leave. The Superintendent shall receive 12 sick days annually. Unused sick leave days shall be cumulative in accordance with the provisions of Title 18A. Upon retirement and notice to the Board, unused sick days will be reimbursed, at the rate of the Superintendent's current per diem rate (1/260 x annual salary). The amount cannot exceed the higher of the individual's accrued sick leave as of June 8, 2007 (date of the law) or the sick leave accrued by the individual after June 8, 2007 capped at \$15,000. The Reimbursement for sick days shall be consistent with the law in effect at the time this Contract is signed. Such payment shall not exceed \$15,000.00 unless:

1. Such compensation shall be payable only at the time of retirement from a state or locally administered retirement system, and shall be based on accrued but unused sick leave credited on the date of retirement.

C. 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 Bergen County Administrators Association and/or other organizations deemed important by the Superintendent and the Board. The Superintendent also shall be entitled to reimbursement for expenses incurred for attendance at professional conferences and similar expenses which s/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/NJASA/NJASBO Workshop and Convention and the annual

APPROVED

conference of the NJASA, and one other local or national 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 Board policies.

D. Professional Publications. The Superintendent may subscribe to appropriate educational and/or professional publications within the limit set in the annual budget.

E. Health Benefits:

1. The Board shall provide the Superintendent with individual or family health benefits coverage. The Superintendent shall contribute toward health care in accordance with Tier IV of Public Law 2011, chapter 78 ("Chapter 78") unless and until superseded by law and/or the parties agree to renegotiate the required health benefits contribution. Such limitation shall in no way link this Contract with any agreement collectively negotiated with district employees. The premium 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, other than those plans supported by the State Health Benefits Plan and in accordance with procedures established by the Board.

F. Vacation Leave:

1. The Superintendent shall be entitled to an annual vacation of 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/her vacation time after giving the Board President reasonable notice. 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.

APPROVED

3. The Board encourages the Superintendent to take his/her full vacation allotment each year; however, not more than 7 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. In the event that the Superintendent's Contract is terminated prior to its expiration, unused vacation time shall be paid on a pro-rated basis. In the event this Contract is not renewed, earned but unused vacation time will be paid at the Superintendent's daily rate of pay, based upon a 260-day work year, following his/her last day of employment. However, at the Board's discretion, should termination or non-renewal occur, the Board reserves the right to require the Superintendent to use his/her full vacation entitlement.

G. Holiday Leave. The Superintendent shall be entitled to all holidays granted to 12 month employees as per the attached Exhibit B.

H. Personal Leave. The Superintendent shall be entitled to 2 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.

I. Mileage Reimbursement. The Superintendent shall be reimbursed for actual mileage when using his/her 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/her return to the district in the event of an unplanned absence, with the Board Secretary *[or 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

APPROVED

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 rate will be based upon the current Rutgers Graduate Tuition Rate, not to exceed 10 credits per year. The Superintendent shall seek Board approval prior to enrolling in any graduate course of study.

L. 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/her individual capacity or in his/her 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/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 him/her, and the position of the Board in relation thereto, the Superintendent may engage his/her own legal counsel, in which event the Board shall indemnify the Superintendent for the costs of his/her 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.

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 Superintendent evaluation. Each annual evaluation shall be in writing and shall represent a majority 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 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,

APPROVED

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 Superintendent's personnel file upon the Superintendent's request. 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 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.

B. Within sixty (60) days of the execution of this Employment Contract, the parties shall meet 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 regarding the Superintendent's employment, unless the Superintendent is given written notice at least 48 hours in advance. In addition, the Board

APPROVED

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

TERMINATION OF EMPLOYMENT CONTRACT

A. This Contract 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/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:1715.1*; and if the Superintendent is lawfully precluded from performing his duties by any Judgement, 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.
- (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, at least 150 calendar days prior to the expiration of this Contract, of the Board's intent not to renew this Contract; or
- (6) 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 him/her 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.

C. Nothing in this Contract shall affect the Board's rights with regard to suspension under *N.J.S.A.*

APPROVED
18A:6-8.3 and applicable case law.

D. The Superintendent may terminate this Employment Contract upon at least 150 calendar days written notice to the Board, filed with the Board Secretary, of his/her intention to resign.

E. The Superintendent shall not be dismissed or reduced in compensation during the term of this Contract, except as authorized by paragraphs B. and C. *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/her duties in accordance with *N.J.S.A. 18A:27-9*, so long as it continues to pay his/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*.

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/her duties, upon the approval of the Commissioner of Education, the Board shall compensate the Superintendent for either three (3) months' salary times the number of years remaining on this Contract or the remaining salary due to completion of this Contract, not to exceed 12 months, 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.

ARTICLE VII

RENEWAL - NON RENEWAL

This Employment Contract shall automatically renew for a term of 5 calendar years, expiring July 1, 2030, unless either of the following occurs:

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

APPROVED

B. the Board notifies the Superintendent in writing, prior to 150 days prior to July 1, 2025, that s/he will not be reappointed at the end of the current term, in which case his/her 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.

ARTICLE VIII

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 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 IX

SAVINGS CLAUSE

If, during the term of this Contract, it is found that a specific clause of the Contract is contrary to federal or state law, the remainder of the Employment Contract not affected by such a ruling and shall remain in full force and effect. The invalidity of unenforceability of any provision of this Agreement shall in no way affect the validity of enforceability of any other provision.

ARTICLE X

MODIFICATION CLAUSE

The terms and conditions of this Contract 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 Contract shall not create a new Contract or Contract term but shall only constitute an amendment to the existing Contract. The Parties hereto represent to each other that they fully understand the terms and conditions of the Employment Contract, 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.

APPROVED

ARTICLE XI

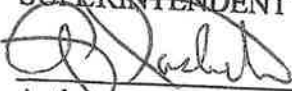
RELEASE OF PERSONNEL INFORMATION &
PERSONNEL RECORDS

The Superintendent shall have the right, upon request, to review the contents of his/her personnel file and to receive copies at Board expense of any documents contained therein. She/he shall be entitled to have a representative accompany him/her during such review. At least once every year, the Superintendent shall have the right to indicate those documents and/or other materials in his/her file that she/he believes to be obsolete or otherwise inappropriate to retain; and recommend removal. The Board shall verify whether the identified documents and/or other materials are subject to the Open Public Records Act N.J.S.A. 47:1A-1 et seq. and/or the Destruction of Public Records Act N.J.S.A. 47:3-30. Documents that may be legally destroyed will be submitted to the Board for final approval. Upon final approval, such documents shall be destroyed.

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

IN WITNESS WHEREOF, the parties have set their hands and seals to this Employment Contract effective on the day and year first above written.

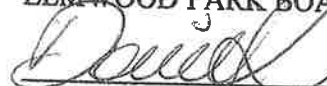
SUPERINTENDENT



Anthony Iachetti

Date: December 15, 2020

ELMWOOD PARK BOARD OF EDUCATION



Dorin Aspras Vice-President

Date: 12/15/2020

WITNESS:



PAULA PALMESINO

WITNESS:



John Di Paola