



State of New Jersey
DEPARTMENT OF EDUCATION

Hudson County Office

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ANGELICA ALLEN-McMILLAN, Ed.D.
Acting Commissioner

MELISSA A. PEARCE
Interim Executive County Superintendent

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

June 14, 2023

Ms. Ydalia Genao, Board President
Union City Board of Education
3912 Bergen Turnpike
Union City, NJ 07087

Dear Ms. Genao:

I have reviewed the employment contract for Ms. Silvia Abbato, 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 period commencing on July 1, 2023 through June 30, 2026. A signed copy of said contract should be forwarded to my office.

If there are any changes to the terms of this contract, you will need to submit a revised contract to me, 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 "Melissa A. Pearce", with a stylized flourish at the end.

Melissa A. Pearce
Interim Executive County Superintendent

c: Silvia Abbato, Superintendent
Teresa, Moore, Esquire
Elise DiNardo, School Board Attorney
Justin Mercado, Board Secretary

EMPLOYMENT AGREEMENT

This Agreement, is made effective July 1, 2023, between the **UNION CITY BOARD OF EDUCATION** (hereinafter "Board") with offices located at 3912 Bergen Turnpike, Union City, New Jersey 07087, and **SILVIA T. ABBATO** (hereinafter "Superintendent") (together, "Parties").

PREAMBLE

THIS AGREEMENT replaces and supersedes all prior employment contracts between the Parties. A party's signature on this Agreement constitutes assent to the rescission of any and all prior contracts, as well as agreement to the terms herein.

WHEREAS, the Board desires to re-appoint Silvia Abbato for a subsequent term as the Chief School Administrator of the Union City school district; and

WHEREAS, the Board desires to provide Superintendent with a written employment contract in order to enhance administrative stability and continuity within the school district, which the Board believes generally improves the quality of its overall educational program; and

WHEREAS, Board and 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 Union City public schools; and

WHEREAS, 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:

ARTICLE I
EMPLOYMENT

The Board hereby agrees to employ Silvia Abbato as Superintendent of Schools for a period of three (3) years, effective July 1, 2023 through 11:59 p.m. on June 30, 2026. The Parties acknowledge that this Agreement must be approved by the Hudson County Executive County Superintendent in accordance with applicable law and regulation.

ARTICLE II
CERTIFICATION

The Parties acknowledge that Superintendent currently possesses the appropriate New Jersey administrative certification and school administrator endorsement, attached as **Exhibit A**.

If, at any time during the term of this Agreement, Superintendent's certification(s) is revoked, this contract shall be null and void as of the date of the revocation.

ARTICLE III
DUTIES

In consideration of the employment, salary and fringe benefits established hereby, 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 for the position of Superintendent of Schools is incorporated by reference into this Agreement and attached as **Exhibit B**.

B. To devote her 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 Superintendent choose to engage in such activities on weekends, on her vacation time, or at other times when she is not required to be present in the district, she shall retain any honoraria paid. 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 Agreement governing time off.

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 determine the non-renewal of 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 issues, criticisms, complaints, and any other matter which the Board, either by committee or collectively, shall refer to her. Superintendent shall have the right to contact the Board's attorneys for legal assistance as the need arises in carrying out her duties.

F. To assume responsibility for the administration of the operations 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 Superintendent, or by staff at 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. Superintendent shall attend all regular and special meetings of the Board (except where a *Rice* notice has been served upon Superintendent notifying her that her employment will be discussed in closed session, and Superintendent has not requested that the meeting be conducted in public, or where Superintendent has a conflict of interest), and all Board committee meetings, and shall serve as advisor to the Board and Board 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 of Schools and such other duties as may be prescribed by the Board from time to time. 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

Any adjustment in salary or benefits made during the life of this Agreement shall be in the form of an amendment and shall become part of this Agreement, but it shall not be deemed that the Board and Superintendent have entered into a new employment contract.

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

1. Initial Salary. The Board shall pay Superintendent an annual salary of two hundred seventy-nine thousand, one hundred thirty nine dollars and thirty two cents (\$279,139.32) for the 2023-2024 school year, effective July 1, 2023. This salary includes a two percent (2%) salary increase from the 2022-23 school year salary, and a \$5,000.00 high

school salary increment. Superintendent's annual salary shall be paid in accordance with the schedule for other certified employees.

2. Salary in Years 2 and 3 of the Agreement. For the remaining term of this Agreement (*i.e.* school years 2024-2025 and 2025-2026), the Board and Superintendent have agreed that Superintendent shall receive annually a two percent (2%) salary increase that will include a \$5,000.00 high school salary increment.

3. It is understood by and between the Parties that any change in the annual salary set forth herein shall be submitted to the Executive County Superintendent for review and approval.

4. Notwithstanding the foregoing, a salary increase (of any kind) will not take effect on midnight June 30, 2026 (the final day of this Agreement) unless the Parties have agreed to a contract extension and that extension has been approved by the Executive County Superintendent. The terms of the extension will govern all increases to take effect after June 30, 2026. Any renewal, extension, or modification of this 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.*

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

B. Merit Increases.

1. The Employee may receive a merit bonus in addition to her annual base salary. The merit bonus will be based upon 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 merit increases shall be based on Superintendent's progress toward achieving quantitative and qualitative

merit goals. Merit increases are not pensionable. The Hudson County 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. Superintendent may be eligible to receive a merit bonus in an amount up to 3.33% of her annual base salary for each quantitative merit criterion achieved, and/or a merit bonus in an amount of up to 2.5% of annual base salary for each qualitative merit criterion achieved. For the 2023-2024 school year, the Superintendent may be eligible to receive a merit bonus totaling 14.99% of her annual salary for achieving her quantitative and qualitative merit goals as described below in Paragraph 2. The Board shall submit a resolution to the Executive County Superintendent certifying that the quantitative merit and/or qualitative merit criteria have been satisfied and shall await a confirmation of the satisfaction of that criteria from the Executive County Superintendent prior to payment of the merit bonus.

2. **Merit Goals.** The Board may establish merit goals for each year of this Agreement, and Superintendent will create specific, measurable objectives to be approved by the Board to meet any such goals. For the 2023-2024 school year, Superintendent's merit goals are as follows:

(A) Quantitative Goals:

A.1. Institute a districtwide after-school program to keep kids off the streets.

A.2. Create robust vocational training program for non-college bound high school students.

A.3. Enhance programs & services for students with special needs.

(B) Qualitative Goals:

B.1. Superintendent will improve communication within the district and outside the district.

Objectives should include: regular in-person meetings with Assistant Superintendents; ensure effective communication between senior administration and building principals; organize and re-organize, as necessary, district supervisory and administrative staff, in collaboration with Board Secretary; update job descriptions for Assistant Superintendents that include delegation of tasks designed to meet district goals; update job descriptions for supervisors and Superintendent; disseminate job descriptions and internal reporting lines to all administrative and supervisory staff; Superintendent will respond to parent and community member emails, phone calls, etc. within twenty-four hours.

B.2. Create outreach programs for families and students to support their emotional health.

If the Board provides Superintendent with merit goals in Years 2 and 3 of this Agreement, the Board will approve Superintendent's objectives for each goal prior to June 30 of each year.

C. Sick leave. Superintendent shall receive fifteen (15) sick days annually. Unused sick leave days shall be cumulative in accordance with the provisions of Title 18A.

D. Retirement from Service. Upon Superintendent's retirement from employment with the Board, the Board will pay Superintendent for unused and accumulated sick leave in accordance with the criteria set forth in N.J.S.A. 18A:30-3.5. Pursuant thereto, the Board shall compensate Superintendent for earned and accrued sick leave as of June 8, 2007, based upon the calculation set forth in Paragraph D(a) herein or, in the alternative, for sick leave accumulated by Superintendent after June 8, 2007, in the amount of \$15,000.00, whichever is greater.

(a) As of June 8, 2007, Superintendent earned and accrued 120.5 sick days by virtue of her continuous and uninterrupted service to the District beginning in 1980. In accordance with Article 6 of her 2006-2007 employment contract, the District shall pay Superintendent upon retirement one-half ($1/2$) of one (1) day's pay for each unused sick leave day. One (1) day's pay is defined as one two-hundredth ($1/200$) of Superintendent's 2006-2007 annual salary of \$167,409.00 as Assistant Superintendent of Curriculum and Instruction. This shall apply up to a dollar value not to exceed \$60,000.00. For any days in excess of a value of \$60,000.00, Superintendent shall be paid at the rate of .25% of Superintendent's 2006-2007 annual salary of \$167,409.00.

(b) Superintendent shall notify the Board in writing, of the manner in which the dollar value of Superintendent's sick leave bank, as calculated herein, shall be paid by the Board to Superintendent. Upon retirement, Superintendent may direct the Board to pay the dollar value of Superintendent's sick leave bank as a one-time taxable lump sum payment or in equal annual installments, deposited into Superintendent's post-separation tax sheltered program such as an IRS 403(b)(3) or a 457(b) plan. Should Superintendent choose to have the dollar value of her sick leave bank paid in equal annual installments, the first installment shall be deposited into Superintendent's post-separation tax sheltered program within thirty (30) days of Superintendent's retirement date. All subsequent installment payments shall be made annually thereafter, in accordance with IRS regulations, for a period to be determined by Superintendent until the total sum due Superintendent is satisfied. No interest shall be paid.

(c) In the event of death during service to the District, no payment shall be made to Superintendent's estate or beneficiaries for earned and accrued sick leave days.

E. Professional Memberships. Superintendent shall be entitled to membership, at the Board's expense, for professional dues in the following professional associations: NJASA, AASA, and the Hudson County Administrators Association and/or other organizations deemed important by Superintendent with Board approval. Superintendent shall also be entitled to reimbursement for expenses incurred for attendance at professional conferences and similar expenses which she may incur while discharging the duties of Superintendent of Schools 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. Superintendent shall be entitled to attend the annual NJSBA/NJASA/NJASBO workshops and conventions. 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.

The Board shall pay all costs and fees associated with any state-mandated continuing education.

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

G. Health Benefits.

1. The Board shall provide the health care insurance protection designated below. In accordance with the provisions of P.L. 2011, Chapter 78, Superintendent shall contribute a percentage of the premium costs for health-care insurance protection provided herein. In consideration of Superintendent's annual base salary for the term of this employment contract, her contribution shall be thirty-five (35%) of the premium cost of the health-care insurance protection

or one and one-half percent (1.5%) of her annual base salary, whichever amount is greater. The contribution shall be withheld by the Board, on a pre-tax basis, each pay period.

2. In the event Superintendent is eligible for other health care coverage, she may waive health care insurance protection provided by the Board for her and her dependents. Following the filing of such waiver with the Director of Human Resources or designee, and for so long as the waiver remains in effect, no contribution shall be withheld from Superintendent toward the cost of health care insurance protection. In order to waive health care insurance protection, Superintendent must follow the provisions contained in Article IV, para. F(6) herein.

3. Provisions of the health care insurance program shall include:

Hospital service plan;

New medical-surgical plan — U.C.R. (Usual, Customary or Reasonable Fee Program);

Extended Rider J; and

Blue Cross/Major Medical (or equivalent) shall be \$1,000,000 Blue Cross coverage (or equivalent) shall be extended for dependent age children up through the age of 26.

4. The health insurance carriers shall be New Jersey Blue Cross and Blue Shield, or a carrier that provides substantially equal coverage, for the basic hospitalization and medical surgical coverage, and for the major medical coverage.

5. The Board shall provide to Superintendent a description of the health-care insurance coverage as provided by the carrier.

6. Superintendent may waive health coverage in return for a taxable cash payment of \$3300.00 or pro-rata portion thereof. Superintendent must opt for health care insurance protection waivers in writing to the Director of Human Resources or designee, on or before June 30th, and

must submit proof of alternate coverage. Life-altering events which occur during the term of this Agreement and result in the loss of alternate coverage will allow Superintendent to return to the Board's health care insurance protection coverage. Upon return to the Board's coverage, Superintendent shall be responsible for the health care insurance premium contribution set forth in Article IV, para. F(1) herein, on a pro rata basis.

H. Dental insurance. The Board shall provide full dental program coverage of \$1,500 annually and orthodontics of \$2,500 annually.

I. Vision Care Program. The Board shall provide Superintendent with a vision care program, including up to family coverage, equal to the Vision Service Plan (VSP), which shall include at a minimum the following:

7. Payment for one (1) examination every 12 months during the "plan year defined as September 1 through August 31";

8. Payment for one pair of lenses every 12 months during the plan year;

9. One pair of frames every 12 months during the plan year, with a cost not to exceed the plan amount; and

10. Contact lenses are covered, if prescribed in lieu of lenses and frames, as outlined below:

(A) medically necessary contact lenses are covered in full per plan year when the member doctor secures prior approval for the following conditions:

(1) following cataract surgery;

(2) correcting extreme visual acuity problems that cannot be corrected with spectacle lenses;

(3) treating certain conditions of anisometropia; and

(4) treating keratoconus.

(B) cosmetic contact lenses, when chosen by patients for other reasons, are covered up to a \$200 limit per plan year.

5. The plan is intended to cover vision needs and not cosmetic materials. Therefore, all applicable VSP exclusions apply.

J. Should Superintendent choose to opt out of medical insurance coverage, the Board shall continue to provide Superintendent with dental and vision benefits which are subject to the withholding contribution as outlined in Article IV, para. F(1) herein.

K. Prescription Plan. The Board shall provide Superintendent with prescription plan benefits with a prescription co-pay of \$5/\$10.

1. Paragraphs J and K herein shall have no effect if the Board purchases insurance coverage for its employees through the State Health Benefits Plan.

L. Vacation Leave. Superintendent shall be entitled to an annual vacation of thirty (30) working days per year. Said vacation days shall be available for Superintendent's use beginning July 1st of each year of this Agreement.

1. Superintendent shall take her vacation time after giving the Board President reasonable notice. School vacations do constitute time off for the Superintendent. Superintendent may take vacation days during the school year, upon notice to the Board President. Superintendent is expected to attend to the business of the district as required for the smooth and efficient operation of the school district. Superintendent shall document the use of accrued vacation days with Human Resources.

2. The Board encourages Superintendent to take her full vacation allotment each year; however, not more than thirty (30) vacation days may be carried over by Superintendent from year

to year. All days carried over must be used in the next year, or those days not taken will be forfeited. Pursuant to N.J.S.A. 18A:30-9 and/or applicable rule or regulation of the New Jersey Department of Education, vacation days shall be utilized in the same school year in which they are earned. In the event that vacation time cannot be taken because of business demands, the Board shall permit the carry-over of that year's accrued and unused vacation time into the subsequent school year. Annual payments for vacation time accrued by the employee after June 8, 2007, are not permitted.

Monetary compensation for accrued and unused vacation time earned following the effective date of P.L. 2007, Chapter 92 shall occur only upon separation or retirement. In the event that the Commissioner of Education or any court of competent jurisdiction determines that N.J.S.A. 18A:30-9 or any rule or regulation of the New Jersey Department of Education excludes the position of Superintendent from N.J.S.A. 18A:30-9 or any applicable rule or regulation, and in the event that the Superintendent is not able to use all vacation days during the school year, the Superintendent shall be paid at the per diem rate of $1/260^{\text{th}}$ of the current annual salary for any unused and accrued vacation time earned, but not exceeding ten (10) days after June 8, 2007.

3. In the event that this Agreement is terminated prior to its expiration, unused vacation time shall be paid on a pro-rated basis of 2.5 days accrued per month. In the event this Agreement is not renewed, earned but unused vacation time will be paid at Superintendent's daily rate of pay, based upon a 260-day work year, following her last day of employment. However, at the Board's discretion, should termination or non-renewal occur, the Board reserves the right to require Superintendent to use her full vacation day entitlement.

4. In the event of Superintendent's death during service to the District, payment for accrued and unused vacation days shall be made to Superintendent's estate or beneficiaries.

M. Holiday Leave. Superintendent shall be entitled to all holidays granted to other administrators in the district including:

Independence Day	New Year's Day
Labor Day	Martin Luther King Day
Columbus Day	Presidents Day
NJEA Convention	Easter/Spring Recess
Veterans Day	Good Friday
Thanksgiving Recess	Memorial Day
Winter Recess (Christmas Eve, Christmas Day, day after Christmas only)	Juneteenth

N. Personal Leave. Superintendent shall be entitled to four (4) personal days during the work year with full pay to attend to personal business. 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 by Superintendent. Personal day usage shall be recorded by Human Resources. Personal days are non-cumulative and non-reimbursable.

O. Mileage Reimbursement. Superintendent shall be reimbursed at the per-mile rate set by the State of New Jersey for actual mileage when using her personal vehicle for Board business. This amount shall remain in effect for the term of this Agreement unless the amount is increased 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.

P. Attendance Record. Superintendent shall be responsible for filing a time-off slip with Human Resources each time any leave is taken, 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. Superintendent and the Board President shall periodically review Superintendent's attendance record to assure correctness.

Q. Tuition Reimbursement. With Board approval, and at Superintendent's request, the Board may reimburse Superintendent for tuition expenses, including registration fees and textbooks, at a rate not to exceed six thousand dollars (\$6,000) per school year for graduate school coursework. Superintendent shall follow Board policy in supplying the necessary documents when seeking reimbursement and shall file an itemized statement.

R. Professional Liability. The Board agrees that it shall defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against Superintendent in her individual capacity or in 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 Superintendent was acting within the scope of her employment. If, in the good faith opinion of 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, Superintendent may engage her own legal counsel, in which event the Board shall indemnify Superintendent for the costs of her legal defense. The Board further agrees to cover Superintendent under the Board's liability insurance policies, including employment practices liability coverage, in the minimum amount of \$1 million annually.

S. Mobile phone. The Board shall provide Superintendent with a mobile phone to be used by Superintendent in order to conduct the business of the District. The make and model of the mobile phone and related cellular service plan shall be selected and approved by the Board. The Board shall pay the monthly charges associated with the District-issued mobile phone.

ARTICLE V

ANNUAL EVALUATION

A. The Board shall evaluate the performance of Superintendent at least once a year in accordance with statutes, regulations and Board policy relative to a 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 Superintendent, and Superintendent and the Board shall meet to discuss the findings. The Board may meet in closed session to discuss the evaluation and Superintendent's performance where a *Rice* notice has been served upon Superintendent, giving notice that Superintendent's employment will be discussed in closed session, and Superintendent has not requested that the meeting be conducted in public. The evaluations shall be based upon the Superintendent's goals adopted by the Board, the goals and objectives of the District, which shall include encouragement of student achievement, the responsibilities of Superintendent as set forth in the job description for the position of Superintendent of Schools, 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 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. Superintendent shall have the right to respond in writing to the evaluation; this response shall become a permanent attachment to Superintendent's personnel file upon Superintendent's request. On or before June 1st of each year of this 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 by June 30 of each year of this Agreement.

B. Within sixty (60) days of the execution of this Employment Agreement, 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 Superintendent

is evaluated, as provided herein. 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 Superintendent's employment, unless Superintendent is given written notice at least 48 hours in advance. In addition, the Board shall not hold any discussions with regard to Superintendent's performance, or that may adversely affect Superintendent's employment, in public session, unless 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 Agreement shall terminate, 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 Superintendent's certificate, in which case this 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*;
 4. mutual agreement of the parties;
 5. notification in writing by the Board to Superintendent, at least (90) calendar days prior to the expiration of this Agreement, of the Board's intent not to renew the Agreement; or

6. misrepresentation of employment history, educational and professional credentials, and criminal background.

B. In the event 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 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. 18A:6-8.3 and applicable case law.

D. Superintendent may terminate this Agreement upon at least sixty (60) calendar days written notice to the Board, filed with the Board Secretary, of her intention to resign.

E. 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 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.

F. In the event the Parties agree to terminate this Agreement prior to its expiration date, and to relieve Superintendent from the actual performance of her duties, upon the approval of the Commissioner of Education, the Board shall compensate Superintendent for either three (3) months' salary times the number of years remaining on this Agreement or the remaining salary due to completion of this Agreement, whichever is less, minus compensation from any and all other employment. It is understood that Superintendent must make a good faith effort to find

employment elsewhere as soon as possible and prior to the expiration date of this Agreement. The salary received by Superintendent in such employment shall be deducted from the payments made to Superintendent by the Board. Insurance benefits will be adjusted to reflect coverage, if any, in the new position.

ARTICLE VII

COMPLETE AGREEMENT

This Contract embodies the entire agreement between the Parties and cannot be varied except by written agreement of the Parties and the approval of the Hudson County Executive County Superintendent.

ARTICLE VIII

SAVINGS CLAUSE

If, during the term of this Contract, it is found that a specific clause of the Contract is illegal under federal or state law, the remainder of the Contract is not affected by such a ruling and shall remain in full force.

ARTICLE IX

CONFLICTS

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 State or Federal law, then, unless otherwise prohibited by law, the terms of this employment contract shall take precedence over the contrary provisions of the Board's policies or any permissive law during the term of this employment contract.

ARTICLE X
RESERVATION OF RIGHTS

Superintendent reserves the right to seek an amendment to the existing contract to incorporate provisions that were modified as a result of the July, 2008 Accountability Regulations and/or related directives from the office of the Executive County Superintendent, following any legal action that permits or requires same. Any such amendment to this Employment Agreement, along with a copy of the approved agreement, shall be reviewed by the Executive County Superintendent pursuant to N.J.A.C. 6A:23A-3.1, prior to the required public hearing.

ARTICLE XI
PERSONNEL RECORDS

Superintendent shall have the right, upon request, to review the contents of her personnel file and to receive copies at Board expense of any documents contained therein. She shall be entitled to have a representative accompany her during such review. No material derogatory to Superintendent's conduct, service, character or personality shall be placed in her personnel file unless 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. Superintendent shall also have the right to submit a written answer to such material.

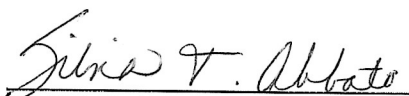
ARTICLE XII
PREEXISTING TENURE RIGHTS

Pursuant to N.J.S.A. 18A:78-6, Superintendent retains all tenure rights achieved and accrued in the positions of Teacher, Supervisor, School Principal and Assistant Superintendent of Curriculum & Instruction in which she served previously. Superintendent shall continue to earn

seniority in all positions in which she achieved tenure in the District. It is acknowledged by the Parties that they are aware of the contents of this Agreement and each and every page thereof, it is further understood and agreed that the provisions contained herein shall be binding on the Parties hereto.

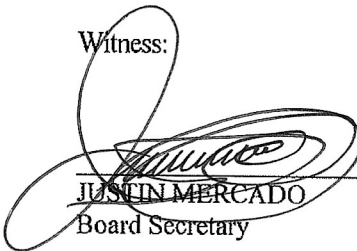
IN WITNESS WHEREOF, the Parties have set their hands and seals to this Employment Agreement effective on the day and year first above written.

SUPERINTENDENT

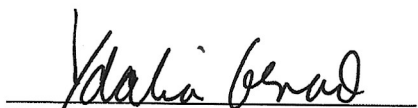

SILVIA T. ABBATO

Dated: 6/15/23

Witness:


JUSTIN MERCADO
Board Secretary

FOR THE UNION CITY BOARD OF EDUCATION:


YDALIA GENAO
President

Dated: 06/15/2023

Witness:

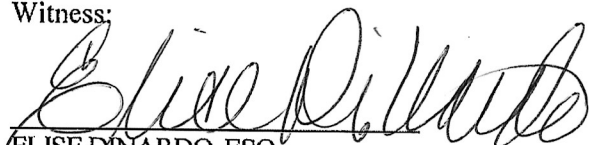

ELISE DINARDO, ESQ.

EXHIBIT A

[Superintendent Certifications]

Certification View

Tracking Number:	286258	Birth Date:	04 MAR
SSN:	xxx-xx- 3864	Email:	cabbato@gmail.com
Name:	Correa-Abbato, Silvia	Phone Number:	201-600-8315

List of all the Certificate(s) issued by NJ Dept. Of Education as of Wed 06/10/2020 at 03:11:59 PM EDT

Seq #	Certificate Type	Endorsement	County code	District code
	Basis code	Month/Year Issued (MM/YYYY)	Month/Year Expiration (MM/YYYY)	Certificate ID
1	Standard 2 - Completion of a New Jersey approved professional education program.	1000 - Elementary School Teacher 01/1980	61 - New Jersey City Univ	
2	Standard 1 - Transcript evaluation	1475 - Teacher of English as a Second Language 02/1983	17 - Hudson	
3	Standard 1 - Transcript evaluation	1480 - Teacher of Bilingual/Bicultural Education 02/1983	17 - Hudson	
4	Standard 1 - Transcript evaluation	0200 - Principal 12/1986	17 - Hudson	
5	CE 1 - Transcript evaluation	0101 - School Administrator 02/2011	17 - Hudson	00023708 0000 - UNKNOWN 809256
6	Provisional 9 - Eligibility for the Provisional Teacher Program Alternate Route.	0101 - School Administrator 07/2014	17 - Hudson 07/2016	0000 - UNKNOWN 948179
7	Standard 1 - Transcript evaluation	0101 - School Administrator 08/2015	00 - BY APPLICANT	0000 - UNKNOWN 999687

* For additional information about certification, please contact the Office of Certification and Induction at:

New Jersey Department of Education
P.O. Box 500
Trenton, NJ 08625-0500

or
call us: (609) 292-2070

or
Email us: Licensing.Requests@doe.state.nj.us

EXHIBIT B

[Superintendent Job Description]

Union City Board of Education
Job Description

POSITION: SUPERINTENDENT OF SCHOOLS

The Superintendent of Schools shall be the chief educational administrator of the Board of Education and shall administer the educational policies of the State of New Jersey and the adopted policies of the Union City Board of Education. He/She shall administer school policies, and coordinate and direct the entire educational program. The major portion of his/her time shall be devoted to instructional leadership.

REQUIREMENTS:

1. A standard New Jersey Administrator's Certificate
2. A minimum of three (3) years educational administrative or supervisory experience under a valid New Jersey Administrator or Supervisor Certificate
3. A Master's Degree in Education

REPORTING RELATIONSHIP:

The Superintendent will report directly to the Union City Board of Education who will conduct the annual evaluation.

DUTIES AND RESPONSIBILITIES:

A. Relation to the Board

1. Attend all public meetings of the Board and all committee meetings.
2. Formulate and present to the Board policies, plans, programs, and proposals dealing with all phases of the educational system which will help to improve school conditions and/or upgrade educational content and achievement and keep the Board fully and regularly informed as to the effectiveness of existing policies.
3. In cooperation with the Secretary, prepare and submit the annual school budget for the Board's consideration and action, and administer the budget allotted to the instructional areas as approved by the Board.
4. Make such decisions as may be necessary to make the policies and regulations of the Board effective in the management of the schools. In all matters not covered by these policies and regulations, act on his/her own discretion, reporting his/her action to the Board for its information and approval as soon as possible, thereafter.
5. Perform such other duties as the Board may determine or direct.

SUPERINTENDENT OF SCHOOLS

Page 2

B. Relation to Administrative Staff Organization and Operation of the School System

1. Recommend for appointment and assign, subject to Board approval, all persons in a supervisory or administrative capacity, and be responsible for recommendations to the Board of all appointments, reappointments, suspensions, dismissals, and transfers of all administrative and instructional personnel.
2. Coordinate the work of all administrative personnel.
3. Be responsible for the preparation of a job analysis or operating philosophy and procedure for each professional area or department in the school system.
4. Conduct administrative staff meetings concerning the development, modification, and evaluation of any or all parts of the educational program.

SALARY: As negotiated with the Board of Education

EFFECTIVE:

Approved: 10/2013

SUPERINTENDENT

Detailed Statement of Contract Costs

District: Union City			
Name: Silvia Abbato			
District Grade Span: K-12			
On Roll Students as of 10-15-22 13,101			
	Year 1	Year 2	Year 3
Contract Term: July 1, 2023 - June 30, 2026	2023-2024	2024-2025	2025-2026
Salary			
Salary	\$ 268,666	\$ 279,139	\$ 289,822
Amount for High School	\$ 5,000	\$ 5,000	\$ 5,000
Amount for Additional Position (Principal, etc.) *Describe:	\$ -	\$ -	\$ -
Shared Service	\$ -	\$ -	\$ -
Salary Increase (up to 2% for successive contracts)	\$ 5,473	\$ 5,683	\$ 5,896
Longevity	\$ -	\$ -	\$ -
TOTAL ANNUAL SALARY	\$ 279,139	\$ 289,822	\$ 300,719
Additional Salary			
Quantitative Merit Goals	\$ 27,886	\$ 28,953	\$ 30,042
Qualitative Merit Goals	\$ 13,957	\$ 14,491	\$ 15,036
Additional Compensation - Describe:	\$ -	\$ -	\$ -
Total Additional Salary	\$ 41,843	\$ 43,444	\$ 45,078
TOTAL ANNUAL SALARY PLUS ADDITIONAL COMPENSATION	\$ 320,982	\$ 333,266	\$ 345,796
Total Premiums for:			
Health Insurance	\$ -	\$ -	\$ -
Prescription Insurance	\$ -	\$ -	\$ -
Dental Insurance	\$ 1,062	\$ 1,062	\$ 1,062
Vision Insurance	\$ 160	\$ 160	\$ 160
Disability Insurance	\$ -	\$ -	\$ -
Other Insurance - Describe:	\$ -	\$ -	\$ -
Waiver of Benefits (Health and Prescription)	\$ 3,300	\$ 3,300	\$ 3,300
Total Cost of Premiums	\$ 4,522	\$ 4,522	\$ 4,522
Employee Contribution to Premiums as Per Law	\$ 428	\$ 428	\$ 428
TOTAL HEALTH BENEFITS COMPENSATION	\$ 4,094	\$ 4,094	\$ 4,094
Other Compensation			
Travel and Expense Reimbursement (Estimated Annual Cost)	\$ 1,500	\$ 1,500	\$ 1,500
Professional Development (Capped Amount or Estimated Annual Cost)	\$ 1,500	\$ 1,500	\$ 1,500
Tuition Reimbursement	\$ 6,000	\$ 6,000	\$ 6,000
Mentoring Expenses - Describe:	\$ -	\$ -	\$ -
National/State/County/Local/Other Dues	\$ 2,001	\$ 2,001	\$ 2,001
Subscriptions	\$ 350	\$ 350	\$ 350
Board Paid Cell Phone or Reimbursement for Personal Cell Phone	\$ 1,932	\$ 1,932	\$ 1,932
Computer for Home use, including supplies, maintenance, internet	\$ -	\$ -	\$ -
Other - Describe:	\$ -	\$ -	\$ -
TOTAL OTHER COMPENSATION	\$ 13,283	\$ 13,283	\$ 13,283
Sick and Vacation Compensation			
Max Paid for Unused Sick Leave Upon Retirement	\$ 50,431	\$ 50,431	\$ 50,431
Max Paid for Unused Vacation Leave - Retirement or Separation	\$ 42,945	\$ 44,588	\$ 46,264
Total Sick and Vacation Compensation	\$ 93,376	\$ 95,019	\$ 96,695
TOTAL CONTRACT COSTS	\$ 431,735	\$ 445,663	\$ 459,869

* Must be an approved DOE Position

Revised 5/16/17