



State of New Jersey
DEPARTMENT OF EDUCATION

PHILIP D. MURPHY
Governor

TAHESHA L. WAY
Lt. Governor

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KEVIN DEHMER
Acting Commissioner

MELISSA A. PEARCE
Interim Executive County Superintendent

January 22, 2025

Mrs. Silvia Abbato, Superintendent
Union City Board of Education
3912 Bergen Turnpike
Union City, NJ 07087

Dear Mrs. Abbato:

I have reviewed the amended employment contract for John Bennetti, Assistant Superintendent for Curriculum and Instruction, 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, 2024 through June 30, 2025. 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 Melissa A. Pearce, Interim Executive County Superintendent, for review and approval prior to the required public notice and hearing of such changes.

Please be reminded that the contract for this position must be submitted annually to the Executive County Superintendent for review and approval.

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 of Schools

c: Elise DiNardo, Esq., Board Attorney
Justin Mercado, Board Secretary

**EMPLOYEE CONTRACT
ASSISTANT SUPERINTENDENT
FOR CURRICULUM AND INSTRUCTION**

THIS EMPLOYMENT CONTRACT is made and entered into this 30th day of July, 2025, by and between the Union City Board of Education, with offices located at 3912 Bergen Turnpike, Union City, New Jersey 07087 (" Board "), and John Bennetti ("Employee").

1. TERM

The Board, in consideration of the promises herein contained of the Employee hereby employs, and the Employee, hereby accepts employment as Assistant Superintendent of Curriculum and Instruction for a term beginning July 1, 2024, and ending June 30, 2025.

2. EMPLOYEE CERTIFICATION AND RESPONSIBILITIES

A. Certification: The Employee shall hold a valid and appropriate certificate to act as an Assistant Superintendent in the State of New Jersey.

B. Duties: Pursuant to N.J.S.A. 18A:17-22, the Employee shall perform such duties as shall be prescribed by the Superintendent of Schools with the approval of the Board. The Employee shall have the right to legal assistance by the Board Attorney in carrying out his duties at the expense of the Board provided that he has conformed to the Board's policies, rules and regulations, and State law. The Employee shall be required to attend all Board meetings, unless excused by the Superintendent. In the case of meetings where the Board intends to discuss the Employee's performance or negotiation of his contract, the Employee's right to notice and to attend and be represented by counsel shall be governed by law. All duties assigned to the Employee by the Board or Superintendent should be appropriate to and consistent with the professional role and responsibility of the Employee.

C. Exclusive Activities: The Employee shall devote his full time, attention and energy to the business of the district.

3. PROFESSIONAL GROWTH OF THE EMPLOYEE

The Board encourages the continuing professional growth of the Employee through his participation in the following:

A. The operations, programs and other activities conducted or sponsored by local, state and national school administrators and school board associations;

B. Seminars and courses offered by public or private educational institutions;

C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Employee to perform his professional responsibilities for the Board;

D. Visits to other institutions; and

E. Other activities promoting the professional growth of the Employee. The Superintendent may permit a reasonable amount of release time and expense reimbursement for the Employee to attend such matters as set forth above, as the Superintendent deems appropriate, in her sole discretion.

4. COMPENSATION

A. Salary: The Board shall pay the Employee an annual salary of two hundred thirty thousand and 00/Dollars (\$230,000.00) for the 2024-2025 school year. The Employee's annual salary shall be paid in accordance with the schedule for other certified employees.

B. Increment Withholding: The Board reserves the right to withhold any salary increase in accordance with N.J.S.A. 18A:29-4.

5. **BENEFITS**

The Board shall provide the Employee, as part of his compensation, with the following benefits:

A. Vacation/holidays:

1. The Employee shall be granted thirty (30) vacation days annually, all of which shall be available to the Employee on July 1st of each year. The Employee shall be permitted to take vacation days at any time, with prior Superintendent approval.

2. Pursuant to N.J.S.A. 18A:30-9 and/or applicable rule or regulation of the New Jersey Department of Education, said 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. Monetary compensation for accrued and unused vacation time earned following the effective date of P.L. 2007, Chapter 92 (June 8, 2007) shall occur only upon separation or retirement. Annual payments for vacation time accrued by the employee after June 8, 2007, are not permitted. 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 Assistant Superintendent from N.J.S.A. 18A:30-9 or any applicable rule or regulation, and in the event that the Assistant Superintendent is not able to use all vacation days during the school year, the Assistant Superintendent shall be paid at the per diem rate of 1/260th of the current annual salary for any unused and accrued vacation time earned, but not exceeding thirty (30) days after June 8, 2007. The total number of vacation days to be paid to the Employee at retirement shall not exceed thirty (30) days.

3. In the event of death during service to the district, payment for accrued and unused vacation days shall be made to the Employee's Estate or Beneficiaries.

4. Holidays. The Assistant Superintendent shall be entitled to all holidays granted to other 12-month employees in the district including the following:

Independence Day	New Year's Day
Labor Day	Martin Luther King Day
Columbus Day	Presidents Day
NJEA Convention	Spring Break
Veterans Day	Good Friday
Thanksgiving Recess	Memorial Day
Winter Recess	

(Christmas Eve, Christmas Day, Day After Christmas).

B. Sick Leave: The Employee shall be allowed fifteen (15) days of sick leave annually. The unused portion of such leave, at the end of any year, shall be cumulative.

C. Personal Leave: The Employee shall be granted four (4) days of absence annually for personal matters which require absence during school hours, to be used at his discretion. Unused personal leave days become part of the Employee's sick leave bank when not used in the year in which they are earned, provided that the total accumulation of sick leave and personal leave days in any one year do not exceed fifteen (15) days.

Upon retirement, the Board shall compensate the Employee for earned and accrued sick leave as of June 8, 2007, based upon the calculation set forth in Paragraph 6(A) herein. Unused sick leave days earned and accrued after June 8, 2007, are not compensable at retirement.

D. Medical Benefits:

1. The Board shall provide the health-care insurance protection designated below. Effective July 1, 2024 and in accordance with the provisions of Chapter 78, P.L. 2011, the employee shall contribute a percentage of the premium costs for health-care insurance protection

provided herein. In consideration of the employee's 2024-2025 base salary, his 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 his current 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 the employee is eligible for other health care coverage, the employee may waive health care insurance protection provided by the Board for him and his dependents. Following the filing of such waiver with the Superintendent and/or her designee, and for so long as the waiver remains in effect, no contribution shall be withheld from the Employee toward the cost of health care insurance protection. In order to waive health care insurance protection, the employee must follow the provisions contained in Paragraph 5D(4) herein.

3. Provisions of the health-care insurance program shall include:
- a. Hospital service plan;
 - b. New medical-surgical plan – U.C.R. (Usual, Customary or Reasonable Fee Program);
 - c. Extended Rider J;
 - d. Blue Cross/Major Medical (or equivalent) shall be \$1,000,000. Blue Cross coverage (or equivalent) shall be extended for children up through the age of 26 in accordance with the provisions of the Affordable Care Act.
 - e. The health insurance carrier(s) 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.
 - f. The Board shall provide to the Employee a description of the health-care insurance coverage as provided by the carrier.

4. The Employee may waive health coverage in return for a taxable cash payment of \$3300.00 or pro rata portion thereof. The Employee must opt for coverage waivers in

writing annually prior to June 30th for the succeeding coverage year, and must submit proof of alternate coverage. Life altering events which occur during the term of this Agreement which result in the loss of alternate coverage will allow the employee to return to the Board's health care insurance protection coverage. Upon return to the Board's coverage, the Employee shall be responsible for the health care insurance premium contribution set forth in Paragraph 5D(1) herein, on a pro rata basis.

5. Double medical insurance coverage through the Board of Education is not permitted where both spouses are employed by the Board or where one spouse is employed by the Board and the other is employed by any Union City Municipal employer or the North Hudson Regional Fire Department. Where both spouses are employed by the Board, a Union City Municipal employer, or the North Hudson Regional Fire Department, the Board-employed spouse who is without his or her own coverage will be entitled to a waiver payment of \$950.00 annually, or pro-rata portion thereof, during such time that the spouses are married to one another and both are employed by the Board, a Union City Municipal employer, or the North Hudson Regional Fire Department.

6. Payments under Paragraphs 5D(4) and 5D(5) herein will be made by June 30th of each year that the Employee is eligible.

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

8. Visual Care Program: The Board shall provide the Employee 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:

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

- b. Payment for one pair of lenses every 12 months during the plan year;
- c. One pair of frames every 12 months during the plan year, with a cost not to exceed the plan amount; and
- d. Contact lenses are covered, if prescribed in lieu of lenses and frames as outlined below:
- e. 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.
 - 5. cosmetic contact lenses, when chosen by patients for other reasons, are covered up to a \$200 limit per plan year.
- f. the plan is intended to cover vision needs and not cosmetic materials. Therefore, all applicable VSP exclusions apply.

9. Should the Employee choose to opt out of medical insurance coverage, the Board shall continue to provide the Employee with dental and vision benefits which are subject to the withholding contribution as outlined in Paragraph 5D(1) herein.

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

E. Membership Fees: Upon the Employee's application for membership, the Board shall pay 100% of the Employee's membership fees and charges to the American Association of School Administrators and the New Jersey Association of School Administrators.

F. Conventions: The Employee shall be permitted to attend the N.J.S.B.A. Convention; the N.J.A.S.A Convention; and two (2) out of state conventions per year. The Board shall pay the registration fee for said conventions and provide reimbursement of business-related expenses in accordance with N.J.S.A. 18A:11-12 and N.J.A.C. 6A:23A-3.1(e)(4). Mileage reimbursement shall be made to the Employee in accordance with OMB circulars and Board policy.

G. Cellular Telephone: The Board shall provide the Employee with a cellular telephone to be used by the Employee in order to conduct the business of the district. The make and model of the cellular telephone and related cellular service plan shall be selected by the Superintendent and approved by the Board. The Board shall pay the monthly charges associated with the district issued cellular telephone.

6. RETIREMENT FROM SERVICE

Upon the Employee's retirement from the District, the Board shall pay the Employee 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 the Employee for earned and accrued sick leave as of June 8, 2007, based upon the calculation set forth in Paragraph 6(A) herein or, in the alternative, for sick leave accumulated by the Employee after June 8, 2007, in the amount of \$15,000.00 whichever is greater.

- A. As of June 8, 2007, the Employee earned and accrued 144 sick days in the District which were not utilized. In accordance with Article 6 of the Employee's 2006-2007 Collective Bargaining Agreement, the District shall pay the Employee 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 the Employee's 2006-2007 annual salary of \$84,753.00. 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, the Employee shall be paid at the rate of .25% of the Employee's 2006-2007 annual salary.

- B. The Employee shall notify the Board in writing, of the manner in which the dollar value of the Employee's sick leave bank, as calculated herein, shall be paid by the Board to the Employee. Upon retirement, the Employee may direct the Board to pay the dollar value of the Employee's sick leave bank as a one-time taxable lump sum payment or in three (3) equal annual installments, deposited into the Employee's post-separation tax sheltered program such as an IRS 403(b)(3) or a 457 (b) plan. Should the Employee choose to have the dollar value of his sick leave bank paid in three (3) equal annual installments, the first installment shall be deposited into the Employee's post-separation tax sheltered program within thirty (30) days of the Employee's retirement date. The two (2) subsequent installment payments shall be made annually thereafter, in accordance with IRS regulations, until the total sum due the Employee is satisfied. No interest shall be paid.
- C. In the event of death during service to the district, no payment shall be made to the Employee's Estate or Beneficiaries for earned and accrued sick leave days.

7. EVALUATION

The Superintendent shall evaluate the performance of the Employee at least once a year, in accordance with New Jersey statutes and regulations. The Employee's annual evaluation shall be in writing, shall include areas of commendation and recommendation, and shall provide direction as to any aspects of performance in need of improvement. A copy shall be provided to the Employee, and the Employee and the Superintendent shall meet to discuss the findings. The annual evaluation shall be based upon the goals and objectives of the district, the duties and responsibilities of the Employee as set forth and referenced above, and such other criteria as the State Board of Education shall by regulation prescribe.

In the event that the Superintendent determines that the performance of the Employee is unsatisfactory in any respect, she 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 Superintendent deems performance

to be unsatisfactory. The Employee shall have the right to respond in writing to the evaluation; this response shall become a permanent attachment to the Employee's personnel file upon the Employee's request.

8. TERMINATION OF EMPLOYMENT CONTRACT

A. This Employment Contract may be terminated by:

1. mutual agreement of the parties; or
2. unilateral termination (i.e. retirement or resignation) by the Employee upon sixty (60) days written notice to the Board.

B. The parties hereto agree that in the event the Employee's certification is permanently revoked, this Employment Contract shall automatically terminate and, if the Employee is lawfully precluded from performing his duties by any judgment, order or direction of any court of competent jurisdiction or the Commissioner of Education, this Employment Contract shall terminate and the Employee's employment shall cease.

C. Throughout the term of this Employment Contract, the Employee shall be subject to dismissal for inefficiency, unbecoming conduct, incapacity or other just cause in accordance with the provisions of Title 18A and applicable State Board of Education regulations. Should the Board act to dismiss the Employee for just cause, it will act in accordance with provisions of Title 18A and applicable State Board of Education regulations.

D. In the event that the Employee should predecease the term of this Employment Contract, this Contract shall terminate and shall be unenforceable; provided, however, that the Employee's estate or designated beneficiary shall be paid for any unused vacation days herein.

E. The continuation and termination of employment, and notice provisions set forth in N.J.S.A. 18A:27-10 to -12, shall be applicable to this Agreement.

9. COMPLETE AGREEMENT

This Employment Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties with the approval of the Executive County Superintendent.

10. 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.

11. SAVINGS CLAUSE

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

12. PAST PRACTICE

Except as this Agreement shall otherwise provide all terms and conditions of employment applicable on the effective date of this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.

13. RESERVATION OF RIGHTS

The Employee 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 ECS, following any legal action that permits or requires same. Any such amendment to this employment contract, along with a copy of the approved contract, shall be reviewed by the ECS pursuant to N.J.A.C. 6A:23A-3.1, prior to the required public hearing.

14. PERSONNEL RECORDS

The Employee 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.

No material derogatory to the Employee's conduct, service, character or personality shall be placed in his personnel file unless he/she 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 Employee shall also have the right to submit a written answer to such material.

15. PREEXISTING TENURE RIGHTS

Pursuant to N.J.S.A. 18A:28-6, the Employee retains all tenure rights accrued in any tenurable position which he previously held in the district. The Employee shall also continue to accrue seniority in all positions in which he achieved tenure in the district.

It is acknowledged by the parties signing this instrument that they are aware of the contents of this Agreement and each and every page thereof, and it is further understood and agreed that the provisions contained herein shall be binding on the parties hereto.

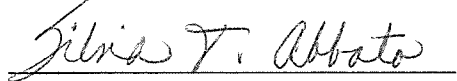
IN WITNESS WHEREOF, the said parties have set their hands and seals or caused these presents to be signed and their proper seals to be hereto affixed the day and year first above written.

Witness:


ELISE DINARDO, ESQ.

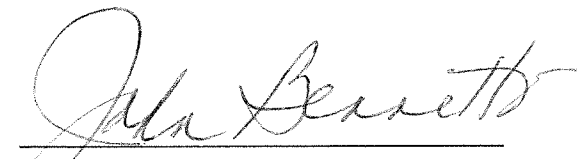
Dated: 1/30/25

Witness:


SILVIA ABBATO

Superintendent

Dated: 1/30/25


JOHN BENNETTI

UNION CITY BOARD OF EDUCATION


YDALIA GENAO

Board President

ASSISTANT/DEPUTY SUPERINTENDENT

Detailed Statement of Contract Costs

District: Union City

Name: John Bennetti

Job Title: Assistant Superintendent

District Grade Span: K-12

On Roll Students as of 10-15-23 : 12,665

	2023-2024	2024-2025	Difference	% Inc
Salary				
Salary	\$ 217,000	\$ 230,000	\$13,000	5.99%
Subcontracted Services	\$ -			
Longevity	\$ -	\$ -		
TOTAL ANNUAL SALARY	\$ 217,000	\$ 230,000	\$13,000	5.99%
Additonal Salary				
Quantitative Merit Goals	\$ -	\$ -	\$0	#DIV/0!
Qualitative Merit Goals	\$ -	\$ -	\$0	#DIV/0!
Additional Compensation - Describe:	\$ -	\$ -		
Total Additional Salary	\$ -	\$ -	\$0	#DIV/0!
TOTAL ANNUAL SALARY PLUS ADDITIONAL COMPENSATION	\$ 217,000	\$ 230,000	\$13,000	5.99%
Board Contribution for Cost of Premiums for:				
Health Insurance		\$ -	\$0	
Prescription Insurance		\$ -	\$0	
Dental Insurance	\$ 1,062	\$ 1,352	\$290	
Vision Insurance	\$ 160	\$ 160		
Disability Insurance	\$ -	\$ -		
Other Insurance - Describe:	\$ -	\$ -		
Waiver of Benefits	\$ 3,300	\$ 3,300		
Section 125 Plan Reimbursements - Describe:	\$ -	\$ -		
Board Cost of Premiums	\$ 4,522	\$ 4,812	\$290	6.41%
Employee Contribution to Premiums as per Law	\$ 428	\$ 529	\$101	23.60%
TOTAL HEALTH BENEFITS COMPENSATION	\$ 4,094	\$ 4,283	\$189	4.62%
Other Compensation				
Travel and Expense Reimbursement (Estimated Annual Cost)	\$ 1,500	\$ 1,500		
Professional Development (Capped Amount or Estimated Annual Cost)	\$ 1,500	\$ 1,500		
Tuition Reimbursement	\$ 6,000	\$ -		
Mentoring Expenses - Describe:	\$ -	\$ -		
National/State/County/Local/Other Dues	\$ 2,001	\$ 2,001		
Subscriptions	\$ -	\$ -		
Board Paid Cell Phone or Reimbursement for Personal Cell Phone	\$ 1,932	\$ 1,932		
Computer for Home use, including supplies, maintenance, internet	\$ -	\$ -		
Other - Describe: Professional Liability Insurance & Bond Insurance	\$ -	\$ -		
TOTAL OTHER COMPENSATION	\$ 12,933	\$ 6,933	-\$6,000	-46.39%
Sick and Vacation Compensation				
Maximum Payment for Unused Sick Leave Upon Retirement	\$ 30,511	\$ 30,511		
Maximum Payment for Unused Vacation Leave - Retirement or Separation	\$ 25,038	\$ 26,538		
TOTAL UNUSED SICK AND VACATION PAYMENT	\$ 55,549	\$ 57,049	\$1,500	2.70%
TOTAL CONTRACT COST	\$ 289,576	\$ 298,265	\$8,689	3.00%