



State of New Jersey

DEPARTMENT OF EDUCATION
PASSAIC COUNTY OFFICE
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PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

ANGELICA ALLEN-MCMILLAN, Ed.D.
Acting Commissioner of Education

KESHA T. DRAKEFORD
Interim Executive County Superintendent

May 25, 2021

Mr. Michael Ucci
School Business Administrator
Clifton School District
745 Clifton Avenue
Clifton NJ 07013

**Re: 2021-26 Amended Employment Agreement
Dr. Danny Robertozzi, Superintendent**

Dear Mr. Ucci:

I have reviewed the amended employment contract for Dr. Danny Robertozzi, 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 amended contract for a period commencing on July 1, 2021 through June 30, 2026.

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

Sincerely,

Kesha T. Drakeford
Interim Executive County Superintendent

KTD/lvds

EMPLOYMENT CONTRACT

BETWEEN

THE BOARD OF EDUCATION OF THE CITY OF CLIFTON

AND

DANNY ROBERTOZZI, Ed.D.

THIS EMPLOYMENT CONTRACT is made and entered into this 1st day of July 2021, by and between the **BOARD OF EDUCATION OF THE CITY OF CLIFTON IN THE COUNTY OF PASSAIC**, with offices located at 745 Clifton Avenue, Clifton, New Jersey (hereinafter referred to as the "Board"), and **DANNY ROBERTOZZI, Ed.D.** (hereinafter referred to as the "Superintendent").

**PREAMBLE
WITNESSETH**

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

WHEREAS, the Board and the Superintendent believe that a written Employment Contract is necessary to describe specifically their relationship and to serve as the basis for effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the schools;

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

**ARTICLE I
EMPLOYMENT**

The Board hereby agrees to employ Danny Robertozzi as Superintendent of Schools for the period of July 1, 2021 through 11:59 p.m. June 30, 2026. The parties acknowledge that this Contract, including any amendments thereto, must be approved by the Passaic County Executive County Superintendent in accordance with applicable law and regulation.

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APPROVED

ARTICLE II
CERTIFICATION/REVOCATION

The parties acknowledge that the Superintendent currently possesses the appropriate New Jersey administrative certification and school administrator endorsement. In accordance with *N.J.S.A. 18A:17-15.1*, *N.J.A.C. 6A:23A-3.1(e)(15)*, the Parties hereto agree that in the event the Superintendent's certification is permanently revoked, all provisions of this Employment Contract shall be null and void as of the date of the revocation. If the Superintendent is lawfully precluded from performing his duties by any Judgment, Order or direction of any court of competent jurisdiction or the Commissioner of Education, all provisions of this Employment Contract shall terminate, and the Superintendent's employment shall cease.

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. The specific job description adopted by the Board, applicable to the position of Superintendent of Schools, is incorporated by reference into this Contract.

B. To devote the Superintendent's full time, skills, labor, and attention to this employment during the terms of this Contract; and further agrees not to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties for compensation without written permission of the Board. Should the Superintendent choose to engage in such outside activities on weekends, on his vacation time, or at other times when he is not required to be present in the District, he shall retain any honoraria paid. The Superintendent shall notify the Board President in the event he is going to be away from the District, on District business for more than two (2) or more days in any week. Any time away from the District that is not for District business must be arranged in accordance with provisions in this Contract governing time off. The Board recognizes that the demands of the Superintendent's position require him to work long and irregular hours, and occasionally may require that he attend to district business outside of the district.

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 recommendations for arbitrary or capricious reasons, all in accordance with *N.J.S.A. 18A:27-4.1*.


APPROVED

D. To non-renew personnel pursuant to *N.J.S.A. 18A:27-4.1*, and to provide a written statement of reasons for nonrenewal 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. The Superintendent shall have the right to contact the Board's attorney for legal assistance as the need arises in carrying out his 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 the applicable law. The Superintendent shall attend all regular and special meetings of the Board, (except where a *Rice* notice has been served upon the Superintendent notifying him that his employment will be discussed in closed session, and the Superintendent had not requested that the meeting be conducted in public, or where the Superintendent has a conflict of interest), and all committee meetings thereof, and shall serve as advisor to the Board and said committees on all matters affecting the School District. In the event that the Superintendent is served with a *Rice* notice, and he chooses to have the discussion in closed session, at a minimum, the Superintendent shall be permitted to address the Board in the closed session and to bring a representative of his choosing,

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 Board shall not substantially increase the duties of the Superintendent by assigning him the duties or responsibilities of another position or title unless the parties agree upon additional compensation commensurate with such increase in duties and the additional compensation is reflected in an addendum to this Contract and such addendum has been approved by the Executive County Superintendent. The Superintendent shall, at all times, adhere to all applicable federal and state statutes, rules, regulations, and executive orders, as well as district policies and regulations.

ARTICLE 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.

a. For the 2021-2022 school year, the Board shall pay the Superintendent an annual salary of two hundred and forty thousand dollars (\$240,000). This annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees. The Superintendent shall have the right at any time during the Superintendent's employment, to take a reduction in salary and require the Board to use an amount corresponding to such reduction to purchase a tax sheltered annuity and/or mutual fund investment in accordance with *N.J.S.A. 18A:66-127, et seq.* and applicable tax laws, including Sections 403 (b) and 457(b) of the Federal Internal Revenue Code. The maximum amount of reduction in salary authorized shall be the maximum tax deferral amount permitted by the Federal Internal Revenue Code.

b. The Superintendent shall receive a 2% increase in his salary for each year of the contract.

2. Salary Increases. Notwithstanding the foregoing, no salary increase of any kind will take effect on midnight June 30, 2026, unless the parties have agreed to a contract extension and that extension has been approved by the Passaic County Executive County Superintendent. The terms of the extension will govern all increases to take effect after July 1, 2026. Any renewal, extension or modification of this Contract shall comply with the notice provisions of *P.L. 2007, c. 53, the School District Accountability Act* and *N.J.A.C. 6A:23A-3.1, et seq.*

3. No reduction or expiration 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 fifteen (15) sick days annually. Unused sick leave days shall be cumulative in accordance with the provisions of *N.J.S.A. 18A:30-7* and *N.J.A.C. 6A:23A-3.1(e)(8)*. Upon the Superintendent's retirement from the District, the Board shall pay him for his unused accumulated sick leave days at his per diem rate of pay at that time, subject to a maximum payment of fifteen thousand dollars (\$15,000.00) in accordance with *N.J.S.A. 18A:30-3.5*. The per diem rate will be calculated as 1/260th of his then annual salary per *N.J.A.C. 6A:23A-3.1(e)(10)*. Payment shall be made within sixty (60) days of the Superintendent's last day of employment. There will be no payment for Banked Sick Days and no payment to the Superintendent's estate in the event of his death.


APPROVED

1. The Superintendent shall be granted a bank of one hundred (100) sick days (hereinafter "Banked Sick Days"). The Banked Sick Days may only be used for the Superintendent's personal illness and only after having exhausted all of the sick days that he may have accumulated while employed in the Clifton Public School District. It is understood and agreed that the Superintendent will not be paid for any sick days remaining in the Banked Sick Days upon his separation from employment with the Clifton Public School District whether it be for reasons of resignation, removal, or retirement.

C. Bereavement Leave. Bereavement leave shall be given in the same manner as it is given for certificated staff in the District. Four (4) consecutive days with pay following date of death without salary deduction shall be allowed for death of father, mother, brother, stepchildren, stepparents, sister, husband, wife, domestic partner, child, grandfather, grandmother, grandchildren, father-in-law, mother-in-law and/or legal guardian.

D. 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 Passaic County Administrators Association and/or other organization deemed important by the Superintendent and the Board in an amount not to exceed three thousand dollars (\$3,000.00) per school year. The Superintendent also shall be entitled to reimbursement for expenses incurred for attendance at professional conferences, as well as expenses incurred while discharging the duties of Superintendent, including travel, up to five thousand five hundred dollars (\$5,500.00) per school year in accordance with *P.L.2007, c. 53, the School District Accountability Act* and affiliated regulations. Such reimbursement shall comply with all applicable provisions of state and federal statutory and regulatory provisions, OMB Circulars, and with Board policy. *N.J.S.A. 18A:11-12 and N.J.A.C. 6A:23A-3.1(c)(4)*. The Superintendent shall be entitled to attend the annual New Jersey School Boards Association Workshop and Convention, the New Jersey Association of School Administrators (NJASA) conference, and the American Association of School Administrators (AASA) national convention, and TechSpo. Upon return from each conference, the Superintendent will prepare a presentation to the Board regarding the conference attended.

E. The Superintendent may subscribe to the appropriate educational and/or professional publications within the limit set in the annual budget, not to exceed one thousand dollars (\$1,000.00) per school year.

F. The Superintendent will be provided with an annual disability policy at the expense of the Board.

G. The Superintendent will be provided with up to four thousand five hundred dollars (\$4,500.00) per semester for tuition reimbursement for up to two (2) graduate courses per semester at an approved accredited institution for higher education in areas that will be beneficial to the Clifton Public Schools. Prior to enrolling in the courses, the Superintendent will notify the President of the Board of Education.

H. Health Benefits: The Board shall provide the Superintendent with individual or family health benefits coverage at his option. Pursuant to applicable law and regulations, the employee shall contribute an amount toward payment of premiums. The Superintendent shall contribute, at the Tier 4 rate, toward the cost of his health care in accordance with *N.J.S.A.* 18A:16-17.1, *N.J.A.C.* 6A:23A-3.1(e)(5), and the *Public Law 2011, chapter 78 ("Chapter 78")*. This provision shall in no way link this Contract with any agreement collectively negotiated with district employees. The premium contribution shall be paid by the Superintendent through payroll deduction. The Board shall provide the Superintendent a \$125 cafeteria plan in accordance with *Chapter 78*.

I. Vacation and Other Leave Days:

1. The Superintendent shall be entitled to earn vacation days for each school year at the rate of 2.08 days per month not to exceed twenty-five (25) days per year, all of which shall be available to the Superintendent on July 1st of the following year. Vacation days carryover is one year maximum and days not used the following year are forfeited pursuant to *N.J.S.A.* 18A:30-9.1.

2. The Superintendent shall take his 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.

3. Upon separation or retirement from employment, the Superintendent shall be paid for his unused, accumulated vacation days pursuant to *N.J.A.C.* 6A:23A-3.1(e)(9). The per diem rate for unused vacation days shall be calculated as 1/260th of the Superintendent's final salary. The Board shall make any such payment within thirty (30) days after the Superintendent's last day of employment. In the event of the Superintendent's death, payment for his unused accumulated vacation days shall be made to his estate.

4. The Superintendent shall be entitled to all holidays granted to other administrators in the District in accordance with the School Calendar approved annually by the Board of Education. The holidays are the following:

Independence Day
Labor Day
Rosh Hashanah
Yom Kippur
Election Day/NJEA Convention
Thanksgiving and Day after Thanksgiving
Winter Recess
Martin Luther King, Jr. Day
Presidents' Day

Spring Recess
Eid al Fitr
Memorial Day

5. The Superintendent shall be entitled to three (3) personal days to attend to personal business during the school day, with full pay during the work year. Personal days may be taken during the school year with the prior notice 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. Unused personal days may accrue as additional sick days in accordance with *N.J.S.A. 18A:30-7* except that no person may be allowed to increase their total accumulation by more than 15 days in any one year.

ARTICLE V **ANNUAL EVALUATION**

A. The Board shall evaluate the performance of the Superintendent at least once a year, on or before June 30th, in accordance with statutes, regulations and Board policy relating to Superintendent's 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, 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. The Superintendent shall be entitled to copies of all back-up materials utilized in the process.

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 be a permanent attachment to the evaluation in question. On or before June 1st of each year of this Employment Contract, the Superintendent and the Board shall meet to review the evaluation format and to mutually determine the evaluation format to be used in the subsequent school year.

The final draft of the annual evaluation shall be adopted by the Board no later than June 30th. 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 objective 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 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, and is given the opportunity to meet with the Board in closed session with a representative of his choosing. In addition, the Board shall not hold any discussions with regard to the Superintendent's performance, or that may adversely affect the Superintendent's employment, in public session, unless the Superintendent requests that such discussions 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 salary 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:17-15.1* and *N.J.A.C. 6A:23A-3.1(e)(15)*;
- (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 12 months before the expiration of this contract, on or before June 30, 2025, of the Board's intent not to renew this Contract. Any action by the Board to non-renew the Superintendent's employment shall be by an affirmative vote of a majority of the full membership of the Board.

The parties hereto agree that, in the event the Superintendent's certification is permanently revoked, all provisions of this employment agreement shall be null and void as of the date of the revocation, and if the Superintendent is lawfully precluded from performing his duties by any judgment, 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.

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:51-1*, the Board reserves the right to suspend

him pending resolution of the criminal charges. Such suspension shall be with pay prior to indictment, and may be with or without pay, at the Board's discretion, subsequent to indictment, unless the Board certifies contractual tenure charges.

C. Nothing in this Contract shall affect the Board's rights with regard to suspension under *N.J.S.A.* 18A:6-8.3 applicable case law.

D. The Superintendent may terminate this Employment Contract upon at least ninety (90) calendar days' written notice the Board, filed with the Board Secretary, of his 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 and 20.2a, and *N.J.A.C.* 6A:23A-3.2 provided, however, that the Board shall have the authority to relieve the Superintendent of the performance of his duties in accordance with *N.J.S.A.* 18A:27-9, so long as it continues to pay his salary and benefits for the duration of the term. The parties understand that any early termination must comply with the provisions of P.L. 2007, c. 53, *The School District Accountability Act*.

ARTICLE VII

RENEWAL – NON RENEWAL

This Employment Contract shall automatically renew for a term of five (5) school years, expiring June 30, 2031 unless either of the following occurs:

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

B. the Board notifies the Superintendent in writing, on or prior to June 30, 2025 that he will not be reappointed at the end of the current term, in which case his employment shall cease upon the expiration of this Contract. Any action by the Board to non-renew the Superintendent's employment shall be by an affirmative vote of a majority of the full membership of the Board.

ARTICLE VIII

COMPLETE AGREEMENT/MODIFICATION

The terms and conditions of this Employment 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 Employment Contract shall not create a new agreement or agreement term but shall only constitute an amendment to the existing Employment Contract.

ARTICLE IX

SAVINGS AND CONFLICTS CLAUSE

If, during the term of this Contract, it is found that a specific clause of this Contract is illegal under federal or state law, the remainder of the Employment Contract is not affected by such a ruling and shall remain in full force. The Parties hereto represent to each other that they fully understand the terms and conditions of this 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. In the event of any conflict between the terms, conditions and provisions of this Employment Contract and the provisions of the Board's policies or any permissive federal or State law, the terms of this Employment Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law, unless otherwise prohibited by law.

ARTICLE X RELEASE OF PERSONNEL INFORMATION PERSONNEL RECORDS

The Superintendent shall have the right, upon request, to review the contents of his personnel file and to receive copies at Board expense of any documents contained therein. He shall be entitled to have a representative accompany him during such review. At least once every year, the Superintendent shall have the right to indicate those documents and/or other materials in his file that he believes to be obsolete or otherwise inappropriate to retain; and, upon final approval of the Board, such documents identified by him shall be destroyed.

No material derogatory to the Superintendent's conduct, service, character, or personality shall be placed in his personnel file unless he has had an opportunity to review the material. The Superintendent shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Superintendent shall also have the right to submit a written answer to such material.

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

SUPERINTENDENT
DANNY ROBERTOZZI



Danny Robertozzi, Ed.D.

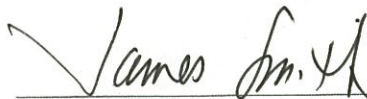
Date: 6/1/2021

ATTEST:

WITNESS:



BOARD OF EDUCATION OF THE
CLIFTON SCHOOL DISTRICT



James Smith, President

Date: 6/10/2021

WITNESS: