



State of New Jersey

DEPARTMENT OF EDUCATION

PASSAIC COUNTY OFFICE

501 River Street

Paterson, New Jersey 07624

(973) 569-2110

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KIMBERLEY HARRINGTON

Commissioner of Education

ROBERT H. DAVIS

Interim Executive County Superintendent

CHRIS CHRISTIE

Governor

KIM GUADAGNO

Lt. Governor

August 25, 2017

Ms. Karen Yeamans
School Business Administrator
Nutley School District
315 Franklin Avenue
Nutley, New Jersey 07110

Re: 2017-2022 Employment Agreement
Dr. Julie Glazer, Superintendent of Schools

Dear Ms. Yeamans:

I have reviewed the employment contract for Dr. Julie Glazer, Superintendent of Schools, 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, 2017 through June 30, 2022.

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,

ROBERT H. DAVIS

Interim Executive County Superintendent

c: Mr. Joseph Zarra, Interim Executive County Superintendent (Essex)

CONTRACT OF EMPLOYMENT

This Contract is made this 3rd day of August, 2017, between

THE BOARD OF EDUCATION OF NUTLEY;

in Essex County (hereinafter "the Board")

with offices located at:

315 Franklin Avenue, Nutley, New Jersey 07110.

and

DR. JULIE GLAZER (hereinafter "the Superintendent").

WITNESSETH

WHEREAS, the Board desires to employ the Superintendent as the Chief Education Officer of the school district; and,

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 of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the schools; and,

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

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

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ARTICLE I

EMPLOYMENT

The Board hereby agrees to employ DR. JULIE GLAZER as Superintendent of Schools for the period (retroactive to) July 1, 2017 through 11:59 p.m. June 30, 2022. The parties acknowledge that this Contract must be approved by the Executive County Superintendent in accordance with applicable law and regulation. This Employment Contract replaces and supersedes all prior employment contracts between the parties hereto. Signature of this Contract constitutes assent to a rescission of any and all prior contracts, as well as agreement to the terms herein.

ARTICLE II

CERTIFICATION

The parties acknowledge that the Superintendent currently possesses the appropriate New Jersey administrative certification and school administrator endorsement.

If, at any time during the term of this Contract, the Superintendent's certification(s) is revoked, this Contract shall be null and void as of the date of the revocation. The Superintendent will provide official course transcripts for all earned postsecondary degrees to the Board of Education. These transcripts and a copy of her certification will be kept on file in the Board office.

ARTICLE III

DUTIES

In consideration of the employment, salary and fringe benefits established hereby, the Superintendent hereby agrees to the following:

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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 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 the Superintendent choose to engage in such outside 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. The Superintendent shall notify the Board President in the event she is going to be away from the district on district business for one (1) 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.

C. To study and make recommendations with respect to all criticisms and complaints, which the Board, either by committee or collectively, shall refer to her. The Superintendent shall have the right to contact the Board's attorney for legal assistance as the need arises in carrying out her duties.

D. 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.

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E. To have a seat on the Board and have the right to speak (but not vote) on all issues before the Board in accordance with applicable law. The Superintendent shall attend all regular and special meetings of the Board, (except where a *Rice* notice has been served upon the Superintendent notifying her that her 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 when her presence is requested by the Board or Committee Chair.

F. 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.

G. 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 her 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.

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1. Salary. In accordance with N.J.A.C. 6A:23A-3.1(e)1-2, the Board shall provide the following salary as part of the Superintendent's compensation:

Initial Salary. The Board shall pay the Superintendent an annual salary of One Hundred Ninety-One Thousand Five Hundred Eighty-Four Dollars (\$191,584.00) plus Five Thousand Dollars (\$5,000.00) high school increment for a total of One Hundred Ninety-Six Thousand Five Hundred Eighty-Four Dollars (\$196,584.00) through the 2020-2021 school year, in accordance with the state established salary caps presently in effect. For the 2021-2022 school year, the Superintendent shall receive a two percent (2%) increase in her annual salary inclusive of the high school salary increment. In the event said salary cap regulations expire or are amended, the parties agree to discuss a salary increase. If a salary increase is granted, any such salary increase shall be reflected in an addendum to this contract and shall be subject to the Executive County Superintendent. However, pursuant to N.J.S.A. 18A:17-19 and N.J.S.A. 18A:17-20, the Superintendent's salary shall not be reduced during her term of office.

2. Merit Bonus. The Superintendent may receive a merit bonus in addition to her annual base salary as permitted in N.J.A.C. 6A:23A-3.1 (e) (10-11). The merit bonus will be based upon her achievement of quantitative merit criteria and/or qualitative merit criteria. The Board and Superintendent shall select three (3) quantitative merit criteria and two (2) qualitative merit criteria per contract year. The Executive County Superintendent shall approve or disapprove the selection of quantitative merit and/or qualitative merit criteria and the data that forms the basis of measuring the achievement of quantitative merit and/or qualitative merit criteria. The Superintendent shall receive a merit bonus in the amount 3.33% of her annual base salary for each of three (3)

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quantitative merit criterion achieved, and/or a merit bonus in the amount of 2.5% of annual base salary for each of two (2) qualitative merit criterion achieved. The determination as to whether any or all of the criteria have been satisfied will be made by a majority of the Board by no later than July 30 of 2017, 2018, 2019, 2020, 2021, and by June 30, 2022, unless for reasons beyond the Board's control said determination cannot be made by that date. 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. The Board shall pay any merit bonus within thirty (30) days of receiving such confirmation from the Executive County Superintendent.

Written criteria for determining each merit bonus shall be established by the Board and the Superintendent by September 1st of each school year, or within sixty (60) days of commencing employment, for the next succeeding school year. Both parties will discuss and mutually agree upon a draft of the criteria prior to adoption by the Board. The goals and objectives shall be reduced to writing and shall be among the criteria by which the Superintendent is evaluated. The written criteria established by the parties shall become part of this Contract and incorporated by reference herein, subject to the approval of the Executive County Superintendent.

3. Notwithstanding the foregoing, no salary increase of any kind will take effect at 11:59 P.M. on midnight June 30, 2022 (the final day of this Contract) 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 on July 1, 2022. Any renewal, extension, or modification of this Contract

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shall comply with the notice provisions of *P.L. 2007, c. 53, The School District Accountability Act* and *N.J.A.C. 6A:23A-3.1, et seq.*

4. Statutory Annuity Salary Reduction Program: The Superintendent shall have the right at any time prior to the commencement of, or 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. Sick leave. The Superintendent shall receive twelve (12) sick days annually. Unused sick leave days shall be cumulative in accordance with the provisions of *N.J.A.S.A. 18A:30-7*. Upon retirement and notice to the Board, twenty (20) days of unused sick days will be reimbursed, at the per diem rate of $1/260 \times$ annual salary, with a minimum five (5) years continuous service in the district. Reimbursement for sick days shall be consistent with the law in effect at the time this Contract is signed. Such payment shall not exceed the greater of twenty (20) days and/or \$15,000.00. Any such payment shall be made by the Board within thirty (30) days of the Superintendent's last day of employment. Upon the Superintendent's commencement of employment (July 1, 2016), the Superintendent was given a bank of forty-eight (48) sick days to be utilized in the event of illness. These days shall be reduced by twelve (12) days at the end of each year of this contract until there are no days left in the bank. These "banked" sick days shall not be eligible for reimbursement.

C. Professional Membership. The Superintendent shall be entitled to membership, at the Board's expense for professional dues in the following professional associations: NJASA,

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AASA, and the Essex County Administrators Association. The Superintendent also shall be entitled to reimbursement for expenses incurred for attendance at professional conferences up to the amount set forth in the annual budget and similar expenses which she may incur while discharging the duties of Superintendent in accordance with P.L. 2007, c. 53, *The School District Accountability Act* and affiliated regulations. (N.J.S.A. 18A:11-12 and N.J.A.C. 6A:23A-7, et seq.). Such reimbursement shall comply with all applicable provisions of state and federal statutory and regulatory provisions and guidance, and with board policy. The Superintendent shall be entitled to attend the annual NJSBA October conferences, the May NJASA conference, and the TechSpa conference in January. In addition to the above, the Board in its discretion may approve other workshops, conferences or seminars for the Superintendent to attend when in the opinion of the Board, such attendance will be beneficial to the District. 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 grant the Superintendent professional release time for the foregoing conferences.

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

E. Health Benefits:

1. The Board shall provide the Superintendent and all eligible dependents with health insurance furnished by the existing carrier, Horizon Blue Cross Blue Shield of New Jersey (Horizon BCBSNJ), which is the Direct Access Plan for medical and prescriptions or such other equivalent plan as the Board deems appropriate. Should a choice be offered to certificated employees, then the Superintendent shall have the right to make the choice of coverage.

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2. The Board shall provide, at its expense, Horizon Blue Cross Blue Shield of New Jersey (Horizon BCBSNJ) Dental, or such other equivalent plan as the Board deems appropriate coverage to the Superintendent and all eligible dependents.

3. The Superintendent shall contribute toward the premium costs for all coverage set forth in (F)(1) & (F)(2) above in accordance with P.L. 2011 Chapter 78, and N.J.A.C.6A:23A-3.1(e), 4 at the Tier 4 level. The premium contribution shall be paid by the Superintendent through payroll deduction.

4. The Superintendent may, at her option, waive the health insurance coverage offered by the district and receive payment equal to the lesser of \$5,000 or 25% of the premium saved for waiving coverage.

5. The Board shall provide the Superintendent a \$125 cafeteria plan in accordance with P.L. 2011, ch. 78.

F. Vacation Leave:

1. The Superintendent shall be entitled to an annual vacation of twenty-five (25) working days per year, prorated. All of the vacation days shall be available for the Superintendent's use on July 1st of each year of the Contract, but shall be considered earned on a monthly pro rata basis.

2. The Superintendent shall take her vacation time after giving the Board President reasonable notice. Except as set forth in Subsection H below, school vacations do not constitute time off for the Superintendent, unless she uses her leave time. 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.

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3. The Board encourages the Superintendent to take her full vacation allotment each year; however, if the Superintendent is unable to use her vacation leave in a given year due to business demands, any unused vacation leave may be carried into the next year only consistent with N.J.S.A. 18A:30-9. All days carried over must be used in the next year, or those days not taken will be forfeited. Any use of vacation leave shall be in accordance with N.J.S.A. 18A:30-9. Annual payment of unused vacation days is prohibited.

4. Upon separation from employment, the Superintendent shall be paid for her unused, accumulated vacation days. The per diem rate for unused vacation days shall be calculated as $1/260^{\text{th}}$ 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 her unused accumulated vacation days shall be made to her estate.

G. Holidays. The Superintendent shall be entitled to all holidays granted to other twelve-month administrators in the district. The Board adopted 12-month employee calendar for 2017-2018 is as follows: Independence Day (July 3-5), Labor Day, Columbus Day, NJEA Convention (November 9 and 10), Thanksgiving (November 23 and 24), Holiday Recess (December 25-29), New Year's Day (January 1 and 2), Martin Luther King Day, President's Day, Good Friday (March 30) and Memorial Day.

H. Personal Leave. The Superintendent shall be entitled to five (5) personal days per school year, to attend to personal business during the school day, with full pay during the work year. Personal days may be taken during the school year with the prior permission of the Board President. As much advance notice as possible of the request to take personal time will be given. Personal day usage shall be recorded in the district's online attendance program. Personal days

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that are not used in any given year shall convert to sick days, subject to a minimum accumulation of fifteen (15) sick days per school year. Payment of unused personal days is prohibited.

I. The Superintendent shall be reimbursed for actual mileage when using her personal vehicle for Board business as annually established by the Annual Appropriations Act or the New Jersey Office of Management and Budget, Board policy, N.J.A.C. 6A:23A-3.1 (e)3, and applicable OMG circulars. Reimbursement for the use of a personal vehicle shall be tendered only upon proof of compliance with applicable regulations.

J. The Superintendent shall be responsible for filing a time-off slip, in advance of the time off, as set forth herein, or immediately upon his return to the district in the event of an unplanned absence, with the Board Secretary each time any leave is taken. The Superintendent and Board President shall periodically review the Superintendent's attendance record to assure correctness.

K. Laptop: The Board shall provide for the Superintendent's use at home and when away from the district, a laptop computer or tablet computer as agreed to by the parties for the purpose of conducting district business.

L. Smart Phone. The Board will, at its expense, provide the Superintendent with a smartphone, with unlimited cellular and data plan to be used for district business.

M. Professional Liability: The Board shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits actions and legal proceedings of any kind brought against the Superintendent in their capacity as an agent and/or employee of the Board in accordance with New Jersey law.

N. Bereavement Leave: In the case of the death of a member of the immediate family (spouse, father, mother, brother, sister, child, father-in-law, mother-in-law) wherever domiciled, or any relative domiciled in the Superintendent's residence, no deduction in salary will be made

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for a period of absence not to exceed five (5) days. In the case of the death of a grandparent, nephew, niece, uncle, aunt, sister-in-law, brother-in-law not domiciled in the same residence, no deductions in salary will be made for absence on the day of the funeral.

O. Disability Insurance: The Board of Education agrees to contribute an annual sum up to \$3,000 for a Disability Income Protection Plan of the Superintendent's choosing.

ARTICLE V

ANNUAL EVALUATION

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 evaluation. Each annual evaluation shall be in writing and shall represent a consensus of the Board. Prior to finalization, 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 mutually agreed upon by the Board and the Superintendent, 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 NJOQSAAC continuum (with respect to those DPRs that are within the Superintendent's control), and such other criteria as the State Board of Education shall by regulation prescribe.

In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing and in reasonable detail the specific

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instances of unsatisfactory performance. The evaluation shall include specific recommendations for improvement in all instances where the Board deems performance to be unsatisfactory. The Superintendent shall have the right to respond in writing to the evaluation; this response shall become a permanent attachment to the evaluation in question. On or before June 1st of each year of this Contract of Employment, 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.

ARTICLE VI

TERMINATION OF EMPLOYMENT CONTRACT

A. This Contract shall terminate and the Superintendent's employment will cease, 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*;
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, on or before December 31, 2020, of the Board's intent not to renew this Contract; or
6. material misrepresentation of employment history, educational and professional credentials, and criminal background, subject to *N.J.S.A. 18A:6-10*.

B. In the event the Superintendent is arrested and charged with a criminal offense, which could result in forfeiture under *N.J.S.A. 2C:51-2*, the Board reserves the right to suspend her pending resolution of the criminal charges. Such suspension shall be with pay prior to

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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. The Superintendent may terminate this Employment Contract upon at least ninety (90) calendar days written notice to the Board, filed with the Board Secretary, of her intention to resign.

E. The Superintendent shall not be dismissed or reduced in compensation during the term of this Contract, except as authorized by paragraphs B. and C. *supra* and *N.J.S.A. 18A:17-20.2*, provided, however, that the Board shall have the authority to relieve the Superintendent of the performance of his 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*.

ARTICLE VII

RENEWAL - NON RENEWAL

This Employment Contract shall automatically renew for a term of five (5) years, expiring June 30, 2027, 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 before December 31, 2021 that she will not be reappointed at the end of the current term, in which case her employment shall cease upon the expiration of this Contract.

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The Superintendent shall notify the Board, in writing, of its obligations set forth in paragraph (B) thirty days prior to the notification obligation.

ARTICLE VIII

COMPLETE AGREEMENT

This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties.

ARTICLE IX

SAVINGS AND CONFLICTS 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 Employment Contract is not affected by such a ruling and shall remain in full force. 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. She/he shall be entitled to have a representative accompany her during such review. No material derogatory to the Superintendent's conduct, service, character, or personality shall be placed in her personnel file unless she has had an opportunity to review the material. The

Superintendent shall acknowledge that 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 Superintendent shall also have the right to submit a written answer to such material.

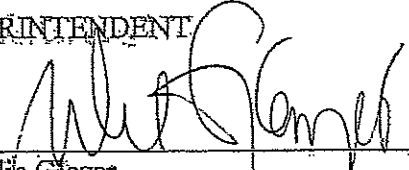
ARTICLE XI

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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, is given the opportunity to address the Board in closed session, and is permitted to have a representative of her choosing speak on her behalf. 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.

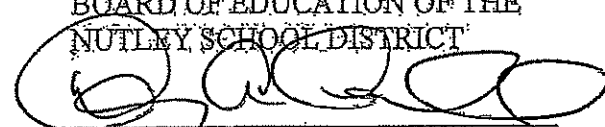
IN WITNESS WHEREOF, the parties have set their hands and seals to this Employment Contract effective on the day and year first above written.

SUPERINTENDENT


Dr. Julie Glazer

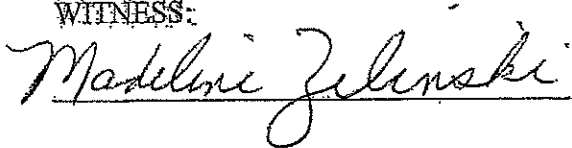
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BOARD OF EDUCATION OF THE
NUTLEY SCHOOL DISTRICT

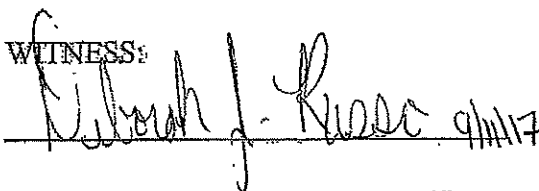

Daniel Carnicella, President

Date: 9/11/17

WITNESS:


Madeline Zilinski

WITNESS:


Deborah J. Russo 9/11/17

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