



State of New Jersey
DEPARTMENT OF EDUCATION

ESSEX COUNTY OFFICE
Leroy F. Smith Public Safety Building
60 Nelson Place, 1st Floor South
Newark, New Jersey 07102
(973) 621-2750

PHILIP D. MURPHY
Governor

TAHESHA L. WAY
Lt. Governor

KEVIN DEHMER
Acting Commissioner

JOSEPH S. ZARRA
Interim Executive County Superintendent

August 21, 2024

Ms. Diane DiGiuseppe
Verona Public Schools
121 Fairview Avenue
Verona, New Jersey 07044

Dear Ms. DiGiuseppe:

I have reviewed the employment contract for Diane DiGiuseppe, Superintendent of Schools of Verona, 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, 2029.

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

After approval, please forward a signed copy of said contract to my office.

Sincerely,

Joseph S. Zarra
Interim Executive County Superintendent

JSZ:mm

EMPLOYMENT CONTRACT

This Agreement is made this 15th day of October, 2024,
between the

VERONA BOARD OF EDUCATION in Essex County (hereinafter "the Board") with offices located
at 121 Fairview Avenue Verona, New Jersey 07044 and Diane DiGiuseppe (hereinafter "the
Superintendent").

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.

PREAMBLE

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 believes 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
educational program of the schools; and,

WHEREAS, the Board and the Superintendent agree that it is in the best interest of the school
district to ensure administrative continuity; and,

WHEREAS, The Board and the Superintendent hereby rescind the contract dated March 28,
2022 for a term beginning July 1, 2022 and ending on June 30, 2027; and

WHEREAS, the Board and the Superintendent hereby agree to enter into a new contract for a
term as set forth herein; 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:

ARTICLE I
EMPLOYMENT

The Board hereby agrees to employ Diane DiGiuseppe as Superintendent of Schools for the period July 1, 2024 through 11:59 p.m. June 30, 2029. The parties acknowledge that this Contract must be approved by the Essex County Executive County Superintendent in accordance with applicable law and regulation.

ARTICLE II
CERTIFICATION

The Superintendent represents that she holds the appropriate certificate to act as the Board's chief school administrator. If, at any time during the term of this Contract, the Superintendent's certification(s) is revoked, this Contract shall be null and void as of the date of the revocation. The Superintendent will provide official course transcripts for all earned post-secondary degrees to the Board of Education. These transcripts will be kept in the Superintendent's personnel file in the Board office.

ARTICLE III
DUTIES

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

A. To perform faithfully the duties of Superintendent of Schools for the Board and to serve as the chief school administrator in accordance with the laws of the State of New Jersey, Rules and Regulations adopted by the State Board of Education, existing Board policies and those which are adopted by the Board in the future. 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, except as otherwise provided herein, 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 he 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 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 her to work long and irregular hours, and occasionally may require

that she attend to district business outside of the district.

C. To assume the responsibilities for the selection, renewal, placement, removal, and transfer of personnel, subject to the approval of the Board, by recorded roll call majority vote of the full membership of the Board, and subject to applicable Board policies and directives. The Board shall not withhold its approval of any such recommendation for arbitrary or capricious reasons, all in accordance with N.J.S.A. 18A:27-4.1.

D. To non-renew personnel pursuant to N.J.S.A. 18A:27-4.1, and to provide a written statement of reasons for non-renewal upon proper request to the employee.

E. To study and make recommendations with respect to all criticisms and complaints, which the Board, either by committee or collectively, shall refer to 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.

F. To assume responsibility for the administration of the affairs of the school district, including but not limited to programs, personnel, fiscal operations, and instructional programs. All duties and responsibilities therein will be performed and discharged by the Superintendent, or by staff, at the Superintendent's direction.

G. To have a seat on the Board and have the right to speak (but not vote) on all issues before the Board in accordance with applicable law. The Superintendent shall attend all regular and special meetings of the Board, (except where a *Rice* notice has been served upon the Superintendent notifying 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, and shall serve as an advisor to the Board and said committees on all matters affecting the school district.

H. To suggest, from time to time, regulations, rules, policies, and procedures deemed necessary for compliance with law and/or for the well being of the school district.

I. To perform all duties incident to the Office of the Superintendent and such other duties as may be prescribed by the Board from time to time. The 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.

1. Salary and Salary Schedule. The Board shall pay the Superintendent an annual salary in accordance with the following salary schedule:

2024-2025	\$230,011
2025-2026	\$235,761
2026-2027	\$241,655
2027-2028	\$248,301
2028-29	\$255,750

The annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees.

2. Notwithstanding the foregoing, no salary increase of any kind will take effect at midnight July 1, 2027 (the final day of this Contract) unless the parties have agreed to a contract extension and that extension has been approved by the Essex County Executive County Superintendent. The terms of the extension will govern all increases to take effect after July 1, 2027. 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 in Salary/Compensation. During the term of this Employment Contract, including any extension hereof, the Superintendent shall not be reduced in compensation and/or benefits except as otherwise provided by law.

B. Sick Leave. The Superintendent shall receive 12 sick days annually. Upon the Superintendent's retirement from the Teachers' Pension Annuity Fund, the Board shall pay her for her unused accumulated sick leave days at her per diem rate of pay at that time, subject to a maximum payment of fifteen thousand dollars (\$15,000). The per diem rate will be calculated as 1/260th of her then annual salary. Payment shall be made within (30) days of the Superintendent's last day of employment.

C. Professional Membership. The Superintendent shall be entitled to membership, at the Board's expense for professional dues in the following professional associations: NJASA, AASA, and the Essex County Administrators Association and/or other organizations deemed important by the Superintendent and the Board, as reflected in Exhibit "A" attached hereto. The Superintendent shall be entitled to attend the annual NJSBA Workshop and Convention, the annual conference of the NJASA, and TECHSPO, and one national conference per school year. The Superintendent also shall be entitled to reimbursement for expenses incurred for attendance at professional conferences and similar expenses which he may incur while discharging the duties of Superintendent in accordance with *P.L. 2007, c. 53, The School District Accountability Act* and affiliated regulations. (*N.J.S.A. 18A:11-12 and N.J.A.C. 6A:23A-7, et seq.*), Such

reimbursement shall comply with all applicable provisions of state statutory and regulatory provisions and guidance, and with Board policies, which amount shall not exceed \$5,000 per year. The Board shall pay all costs and fees associated with any state-mandated continuing education.

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

E. Health Benefits.

1. The Board shall provide the Superintendent with individual or family health benefits coverage. The Superintendent shall contribute to premium costs for all such coverage pursuant to the chart set forth in Chapter 44 and any implementing regulations. The contribution to premium shall be paid by the Superintendent through payroll deduction.

2. The Superintendent may waive coverage in any of the health benefits plans if covered through a spouse, civil union or domestic partner's health plan, and in accordance with procedures established by the Board. The Superintendent will be paid the lesser of twenty-five percent (25%) of the premium saved or Five Thousand Dollars (\$5,000) of the cost of said coverage for waiving such coverage.

F. Vacation Leave.

1. The Superintendent shall be entitled to an annual vacation of twenty-three (23) working days per year, prorated. All of the vacation days shall be available for the Superintendent's use on July 1st

of each year of the Contract.

2. The Superintendent shall take her vacation time after giving the Board President reasonable notice. 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.

3. Not more than seven (7) vacation days may be carried over by the Superintendent from year to year due to business demand. All days carried over must be used in the next year, or those days not taken will be forfeited.

4. Pursuant to *N.J.S.A. 18A:30-9.1*, vacation leave not taken in any given year because of duties directly related to a state of emergency declared by the Governor, may accumulate at the discretion of the Board until, pursuant to a plan established by the Board, the leave is used or the Superintendent is compensated for that leave.

5. 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 1/260th of the Superintendent's salary. The Board shall make any such payment within (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. Holiday Leave. The Superintendent shall be entitled to all holidays granted to administrators in the district.

H. Personal Leave. 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 to the Board President. As much advance notice as possible of the request to take personal time will be given. Personal day usage shall be reflected on time-off slips filed with the Board Secretary. Personal days are non-cumulative and non-reimbursable.

I. Mileage Reimbursement. The Superintendent shall be reimbursed for actual mileage when using her personal vehicle for Board business as annually established by the Annual Appropriations Act or the New Jersey Office of Management and Budget. Reimbursement for the use of a personal vehicle shall be tendered only upon proof of compliance with applicable regulations.

J. Attendance Record. The Superintendent shall be responsible for filing a time-off slip, in advance of the time off, as set forth herein, or immediately upon her return to the district in the event of an unplanned absence, with the Board Secretary or with the designated staff member in charge of maintaining district attendance records each time any leave is taken. The Superintendent and Board

President shall periodically review the Superintendent's attendance record to assure correctness.

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

L. 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.

M. Cafeteria Plan. Pursuant to *P.L. 2011, ch. 78 and/or P.L. 2020 c. 44*, the Board shall provide the Superintendent with a Section 125 cafeteria plan.

N. Disability Income-Protection Insurance. The Board agrees to provide the Superintendent with disability coverage which is consistent with the Verona Administrators Association Contract. The coverage level is for long term and short-term disability. The yearly premium is \$894 with a monthly benefit level of \$1,200 for long term disability and \$600 for short term disability.

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 evaluation. Each annual evaluation shall be in writing and shall represent a majority of the Board. Prior to its 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 adopted by the Board, the goals and objectives of the district, which shall include encouragement of student achievement, the responsibilities of the Superintendent as set forth in the job description for the position of Superintendent, the district's placement on the NJQSAC continuum (with respect to those DPRs that are within the Superintendent's control), and such other criteria as the State Board of Education shall by regulation prescribe. In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, and in reasonable detail, the specific instances of unsatisfactory performance. The evaluation shall include specific recommendations for improvement in all instances where the Board deems performance to be unsatisfactory. The Superintendent shall have the right to respond in writing to the evaluation; this response shall become a permanent attachment to the 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 by June 30 of each year of this Contract. The Superintendent shall propose a schedule for evaluation for the next year to the Board President by the annual organization meeting each year.

B. If the parties have not already done so, then within thirty (30) days of the commencement of this Employment Contract, the parties shall meet to establish the district's goals and objectives for the ensuing school year. Said goals and objectives shall be reduced to writing and shall be among the criteria by which the Superintendent is evaluated, as hereinafter provided. On, or prior to, June 1st of each succeeding school year, the parties will meet to establish the district's goals and objectives for the next succeeding school year, in the same manner and with the same effect as heretofore described.

C. The parties also agree that the Board shall not hold any discussions regarding the Superintendent's employment, unless the Superintendent is given written notice at least 48 hours in advance and is given the opportunity to address the Board in closed session with a representative of her 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

RIGHTS AND REMEDIES

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 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 January 30, 2027 of the Board's intent not to renew this Contract, after a vote of the Board to provide such notice; or
- (6) misrepresentation of employment history, educational and professional credentials, and criminal background, subject to *N.J.S.A. 18A:6-10*.

B. 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.

C. The Superintendent shall not be dismissed or reduced in compensation during the term of this Contract, except as authorized by law 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 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*.

ARTICLE VII

RENEWAL - NON RENEWAL

This Employment Contract shall automatically renew for a term of five (5) years, expiring June 30, 2032, 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 January 30, 2027 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.

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 provision 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 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. At least once every year, the Superintendent shall have the right to indicate those documents and/or other materials in her file that she believes to be obsolete or otherwise inappropriate to retain; and, upon final approval of the Board, such documents identified by her shall be destroyed.

No material derogatory to the Superintendent's conduct, service, character, or personality shall be placed in her 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 her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Superintendent shall also have the right to submit a written answer to such material.

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

SUPERINTENDENT OF SCHOOLS

A handwritten signature in black ink, appearing to read "Diane DiGiuseppe", written over a horizontal line.

Diane DiGiuseppe

Date: 10/16/2024

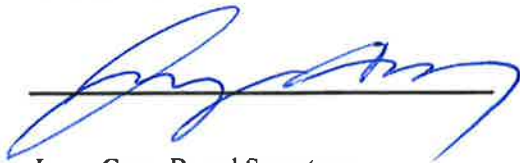
BOARD OF EDUCATION OF THE
VERONA SCHOOL DISTRICT

A handwritten signature in blue ink, appearing to read "Pamela Priscoe", written over a horizontal line.

Pamela Priscoe, President

Date: 10/16/2024

WITNESS:

A handwritten signature in blue ink, appearing to read "Jorge Cruz", written over a horizontal line.

Jorge Cruz, Board Secretary

WITNESS:

A handwritten signature in blue ink, appearing to read "Jorge Cruz", written over a horizontal line.

Jorge Cruz, Board Secretary

Exhibit “A”
Professional Membership

In addition to the professional associations defined in section IV:C, the following memberships are also included:

- National Superintendent’s Roundtable
- Association for Supervision & Curriculum Development
- American Educational Research Association
- Verona and North Essex Chambers of Commerce
- Essex County Superintendent’s Roundtable
- Seton Hall Superintendent’s Study Council
- Seton Hall Roundtable