



STATE OF NEW JERSEY
DEPARTMENT OF EDUCATION
BERGEN COUNTY OFFICE
ONE BERGEN COUNTY PLAZA, SUITE 350
HACKENSACK, NJ 07601-7076
201-336-6875
FAX 201-336-6880

CHRIS CHRISTIE, GOVERNOR
KIM GUADAGNO, LT. GOVERNOR

KIMBERLEY HARRINGTON, ACTING COMMISSIONER
NORAH E. PECK, INTERIM EXECUTIVE COUNTY SUPERINTENDENT

May 31, 2017

Mr. Yas Usami
Business Administrator/Board Secretary
Tenafly School District
500 Tenafly Road
Tenafly, NJ 07670

Re: *Interim Superintendent Employment Contract*

Dear Mr. Usami:

In accordance with N.J.A.C. 6A:23A-3.1 and N.J.S.A. 18A:7-8(j), I have reviewed the employment contract for Geoffrey Gordon, Interim Superintendent, Tenafly School District. The provisions of this contract are in compliance with the regulations. This contract is approved for a period commencing on August 1, 2017 through June 30, 2018.

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. *When the "approved" contract is fully executed, please provide a copy to the County Office with a copy of the Board Resolution approving the contract.*

Sincerely,

A handwritten signature in black ink, appearing to read "Norah E. Peck".

Norah E. Peck
Interim Executive County Superintendent

NEP/JRM/lv

c: Geoffrey Gordon, Interim Superintendent
Lynne Stewart, Board President (Letter ONLY)
Stephen R. Fogarty, Esq., Fogarty & Hara

EMPLOYMENT AGREEMENT
BETWEEN THE
TENAFLY BOARD OF EDUCATION
AND
GEOFFREY N. GORDON, Ed.D.

This Employment Agreement made this ____ day of _____, 2017, between the Tenafly Board of Education, which has its offices located at 500 Tenafly Road, Tenafly, New Jersey 07670, (hereinafter referred to as the "Board") and Geoffrey N. Gordon, Ed.D., (hereinafter referred to as the "Interim Superintendent" or "Dr. Gordon").

WHEREAS, the Board is desirous of appointing Geoffrey N. Gordon, Ed.D. to perform the duties of Interim Superintendent of Schools; and

WHEREAS, Dr. Gordon is desirous of accepting the Board's appointment to the position of Interim Superintendent of Schools; and

WHEREAS, the parties are desirous of entering into an agreement which sets forth the terms and conditions of the appointment.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth, the parties agree that the following paragraphs shall constitute the terms and conditions of the appointment:

1. EMPLOYMENT

The Board hereby employs and Dr. Gordon hereby accepts the appointment as Interim Superintendent of Schools.

2. TERM

The Employment Agreement shall begin on August 1, 2017 and end on June 30, 2018, unless mutually extended or terminated by the parties or until such time as the Board appoints a successor superintendent of schools.

3. WORK WEEK

The Interim Superintendent shall work five (5) days per week except during same holidays when school and offices are closed as set forth in paragraph 8(c) of this Employment Agreement.

4. COMPENSATION

The Board shall compensate Dr. Gordon for services rendered as Interim Superintendent of Schools on a per diem basis of Seven Hundred Fifty Six Dollars and Nine Cents (\$756.09) at an annual prorated salary of One Hundred Ninety One Thousand Five Hundred Eighty Four Dollars (\$191,584) and additional Five Thousand Dollars (\$5,000) for a high school district for a total salary of One Hundred Ninety Six Thousand Five Hundred Eighty Four Dollars (\$196,584). There shall not be any additional compensation for services rendered in excess of eight (8) hours per day. It is understood that the aforesaid

payments are subject to applicable taxes and deductions required by law.

The Interim Superintendent's salary shall be paid in installments of one-twenty fourth (1/24th) of the annual salary in accordance with the schedule of salary payments in effect for other certificated employees.

A day's pay shall be defined as 1/260th of the Interim Superintendent's Base Salary.

5. PROFESSIONAL CERTIFICATION

The Interim Superintendent shall hold a valid New Jersey School Administrator's certificate to act as Superintendent of Schools in the State of New Jersey. The Parties hereto agree that in the event the Interim Superintendent's certification is permanently revoked, all provisions of his Employment Agreement shall be null and void as of the date of the revocation and if the Interim 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 Interim Superintendent's employment shall cease.

6. DUTIES

The Interim Superintendent agrees to provide his best professional services and faithfully perform, on an interim basis, the duties of the position of Superintendent of Schools

as assigned by the Board and prescribed by federal and state law, the regulations of the State Board of Education and other federal and state agencies, the by-laws, policies and regulations of the Board and the job description for the position, as may be revised by the Board.

7. GOALS AND OBJECTIVES

Within ninety (90) days of the effective date of this Employment Agreement, the parties shall meet to establish the District's goals and objectives for the ensuing school year. Said goals and objectives shall be reduced to writing and shall be among the criteria by which the Superintendent is evaluated as hereinafter provided.

8. BENEFITS IN ADDITION TO SALARY

a. Sick Leave/Vacation/Personal

Dr. Gordon shall be entitled to twenty (20) days for vacation, personal time, and/or sick leave and shall be prorated if Dr. Gordon works less than a full year. All of the vacation days shall be available for the Interim Superintendent's use on August 1, 2017. In the event that the Interim Superintendent's employment is terminated before he has accrued the number of vacation days that he has taken, the Interim Superintendent agrees that the days can be deducted from his remaining paychecks.

The Interim Superintendent shall take his vacation days after giving the Board President reasonable

notice. In the event that the Interim Superintendent's Employment Agreement is terminated prior to its expiration, unused vacation time shall be paid on a prorated basis.

b. Bereavement Leave

The Interim Superintendent shall be entitled to a leave of absence without loss of pay following a death in the immediate family, i.e. husband, son, daughter, father, mother, sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law. It shall be granted for five (5) consecutive calendar days, following the date of death.

c. Holidays

The Interim Superintendent shall be entitled to the following holidays with pay only when schools and offices are closed: Independence Day, Labor Day, Thanksgiving Day and Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King, Jr. Day, President's Day, Good Friday and Memorial Day.

d. Professional Memberships/Workshops

Dr. Gordon shall be entitled to reimbursement for expenditures in connection with this responsibilities as Interim Superintendent, including fees, mileage and meals for membership and attendance at seminars and workshops sponsored by New Jersey School Boards Association (NJSBA), New Jersey Association of School Administrators (NJASA), Bergen County Association of School Administrators

(BCASA), and the Bergen County Superintendents of Schools upon prior approval by the Board and submission of receipts and certified purchase orders to the Board. Reimbursement or payment of such expenses shall be made in accordance with Board Policies, N.J.S.A. 18A:11-12 and the State's regulations regarding travel covered under Circular Letter 08-13-OMB, and any subsequent circular letters which may be issued by the State Office of Management and Budget.

e. Health/Dental/Disability Benefits

The Interim Superintendent is not eligible to receive or waive medical benefits under the treasury regulations governing retirees currently receiving benefits from the Teachers' Pension and Annuity Fund.

f. Mileage Reimbursement

The Interim Superintendent shall be entitled to reimbursement for actual mileage when using his personal vehicle for Board business, which shall be made in accordance with Board Policies, N.J.S.A. 18A:11-12 and the State's regulations regarding travel covered under Circular Letter 08-13-OMB, and any subsequent circular letters which may be issued by the State Office of Management and Budget.

g. The Interim 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.

9. EVENING MEETINGS

The Interim Superintendent shall attend evening commitments (Board and Committee meetings, back-to-school night, parent/teacher conferences and all hearings/presentation by the Board), when requested by the Board. There shall be no additional compensation for attending evening meetings.

10. CRIMINAL HISTORY CHECK

The Interim Superintendent shall be subject to a criminal history record check as set forth in N.J.S.A. 18A:6-7.1 to 7.5 and shall furnish the Board with verification of same. The Interim Superintendent shall bear the cost for the criminal history record check.

11. TELEPHONE CONTACT AVAILABILITY

Dr. Gordon shall provide the Board and the Board Secretary/Business Administrator with telephone numbers for the purpose of communication during non-school day hours to discuss District related business.

12. TERMINATION NOTICE

This Employment Agreement may be terminated by either party prior to the expiration of the term set forth in Paragraph 2 for any reason whatsoever by furnishing the other party with written notice sixty (60) days in advance of any

intended severance of this Employment Agreement. Notice shall be deemed effective upon receipt.

13. INDEMNIFICATION

The Interim Superintendent of Schools shall be accorded all of the statutory protections related to the indemnification of school district officers and employees as set forth in N.J.S.A. 18A:16-6 and N.J.S.A. 18A:16-6.1 to the extent permitted by law. The Interim Superintendent agrees to indemnify and hold the Board, its members, officers, employees and agents harmless for any claims that may arise pertaining to any impact his/her employment as Interim Superintendent of Schools may have on his/her entitlement to receipt of a pension from the Teachers' Pension and Annuity Fund.

14. SAVINGS CLAUSE

If, during the term of this Employment Agreement, it is found that a specific clause of this Employment Agreement is contrary to federal or state law, the remainder of the Employment Agreement not affected by such ruling shall remain in full force and effect. The parties hereto represent to each other that they fully understand the terms and conditions of this Employment Agreement, 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.

15. MODIFICATION

This Employment Agreement embodies the entire agreement between the parties. The terms and conditions of this Employment Agreement shall not be modified except by the written consent of both parties hereto and review and approval of the Executive County Superintendent. Any amendments to this Employment Agreement shall not create a new agreement or agreement term but shall only constitute an amendment to the existing Employment Agreement.

IN WITNESS WHEREOF, the parties have caused this Employment Agreement to be duly executed by the Board President and the Interim Superintendent on the date shown below and the Board Secretary/School Business Administrator has caused the corporate seal to be affixed hereto on the same date.

WITNESS:

TENAFLY BOARD OF EDUCATION

YAS USAMI
Board Secretary/Business
Administrator

BY: _____
Lynne Stewart
Board President

DATED: _____

DATED: _____

WITNESS:

YAS USAMI
Board Secretary/Business
Administrator

GEOFFREY N. GORDON, Ed.D.
Interim Superintendent of
Schools

DATED: _____

DATED: _____

The State of



New Jersey

Department of Education State Board of Examiners

TH

This is to certify that
GEOFFREY GORDON

has met all of the requirements established by the State Board of Education and is
authorized to serve in the public schools of New Jersey as indicated below:

CO. DIST.

D E S C R I P T I O N

TYPE ISSUED EXPIRES

SCHOOL ADMINISTRATOR

REG. 10/90 -

John Elkin
Commissioner of Education

149-38-3948



Lucretia M. Leno
Secretary, State Board of Examiners

00077674

03

SUPERINTENDENT

Detailed Statement of Contract Costs

District: Tenafly	Grade Span: K-12	
Name: Geoffrey N. Gordon		
On Roll Students as of 10-15-16: 3567		
Yrs. As District Supt. <u>0</u> Total Years Experience as Supt. Interim Supt.		
Vacation Days <u>20</u> Holidays <u>12</u> Personal Days _____ Total <u>32</u>		Year 1
Contract Term:		2017-18
Salary		
Salary		\$ 191,584
Amount for High School		\$ 5,000
Amount for Additional Position (Principal, etc.) *Describe:		\$ -
Shared Service		\$ -
Salary Increase (up to 2% for successive contracts)		\$ -
Longevity		\$ -
	TOTAL ANNUAL SALARY	\$ 196,584
Additional Salary		
Quantitative Merit Goals		\$ -
Qualitative Merit Goals		\$ -
Additional Compensation - Describe:		\$ -
	Total Additional Salary	\$ -
	TOTAL ANNUAL SALARY PLUS ADDITIONAL COMPENSATION	\$ 196,584
Total Premiums for:		
Health Insurance		\$ -
Prescription Insurance		\$ -
Dental Insurance		\$ -
Vision Insurance		\$ -
Disability Insurance		\$ -
Other Insurance - Describe:		\$ -
Waiver of Benefits		\$ -
	Total Cost of Premiums	\$ -
	Employee Contribution to Premiums as Per Law	\$ -
	TOTAL HEALTH BENEFITS COMPENSATION	\$ -
Other Compensation		
Travel and Expense Reimbursement (Estimated Annual Cost)		\$ 2,900
Professional Development (Capped Amount or Estimated Annual Cost)		\$ 2,000
Tuition Reimbursement		\$ -
Mentoring Expenses - Describe:		\$ -
National/State/County/Local/Other Dues		\$ 5,000
Subscriptions		\$ -
Board Paid Cell Phone or Reimbursement for Personal Cell Phone		\$ -
Computer for Home use, including supplies, maintenance, internet		\$ -
Other - Describe:		\$ -
	TOTAL OTHER COMPENSATION	\$ 9,900
Sick and Vacation Compensation		
Max Paid for Unused Sick Leave Upon Retirement		\$ -
Max Paid for Unused Vacation Leave - Retirement or Separation		\$ 15,122
	Total Sick and Vacation Compensation	\$ 15,122
	TOTAL CONTRACT COSTS	\$ 221,606

* Must be an approved DOE Position

Revised 5/16/17