

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

PHILIP D. MURPHY, GOVERNOR SHEILA Y. OLIVER, LT. GOVERNOR

LAMONT O. REPOLLET, Ed.D., ACTING COMMISSIONER JOSEPH ZARRA, INTERIM EXECUTIVE COUNTY SUPERINTENDENT

June 1, 2018

Ms. Barbara Laudicina Acting Superintendent Tenafly School District 500 Tenafly Road Tenafly, NJ 07670

Re: Business Administrator/Board Secretary Employment Contract

Dear Ms. Laudicina:

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 Yas Usami, Business Administrator/Board Secretary, Tenafly School District. The provisions of this contract are in compliance with the regulations. This contract is approved for the period commencing on July 1, 2018, through June 30, 2019.

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.

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

Sincerely,

Joseph Zarra

Interim Executive County Superintendent

JZ/HPW/laf

c: Yas Usami, BA/BS

Board President (Letter ONLY) Stephen R. Fogarty, Esq.

AGREEMENT BETWEEN THE TENAFLY BOARD OF EDUCATION AND YAS USAMI, BUSINESS ADMINISTRATOR/BOARD SECRETARY

This Agreement is made this ____ day of 2018 by and between the Tenafly Board of Education, with its central offices at 500 Tenafly Road, Tenafly, New Jersey, (hereinafter "Board") and Yas Usami, whose address is _____ (hereinafter "Business Administrator"). The Agreement consists of the following terms:

1. <u>EMPLOYMENT</u>:

The Board does hereby employ the Business Administrator as its School Business Administrator/Board Secretary.

2. <u>CERTIFICATION:</u>

The Business Administrator represents to the Board that he possesses the appropriate certification from the State of New Jersey, Department of Education, necessary to perform the duties of School Business Administrator.

3. BUSINESS ADMINISTRATOR'S AUTHORITIES AND OBLIGATIONS:

The Business Administrator accepts employment as the School Business Administrator in the Tenafly Public School District. Said employment shall be on a full-time basis, and the Business Administrator shall during the term of this Agreement accept no other pensionable employment from any other source except as previously agreed to by the Superintendent of Schools. The Board recognizes the authorities granted to the Business Administrator pursuant to law and agrees that it shall adopt policy and set direction for the school district. The Business Administrator recognizes the authority granted to the Board and Superintendent pursuant to law and agrees that he shall implement the Board's policy and administer the school district under the Superintendent's direction.

4. <u>APPLICABLE LAW, RULES AND REGULATIONS:</u>

This Agreement is subject to Title 18A of the New Jersey Statutes and Title 6 of the New Jersey Administrative Code, as such statutes and regulations may from time to time be amended by the Legislature of the State of New Jersey or by the State Board of Education. If during the term of this Employment Agreement it is found that a specific clause of the contract 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.

5. <u>TERM OF AGREEMENT:</u>

This Agreement shall be in full force and in effect from July 1, 2018 through June 30, 2019. The School Business Administrator shall provide to the Board no less than 90 calendar days notice of his intention to terminate this Agreement and thereby his employment with the school district. 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.

6. **EVALUATION**:

The School Business Administrator shall be evaluated in accordance with the provisions of N.J.A.C. 6: 3-4.3 and the policy and implementing procedures adopted by the Board.

7. <u>SALARY</u>:

The Board shall pay the School Business Administrator an annual salary of \$191,774 at intervals consistent with the schedule of salary payments in effect for other certified employees.

8. **HEALTH BENEFITS:**

The Board will provide to the Business Administrator and his eligible dependents, if any, dental benefits as are provided in general to employees in the school district. Payments of Health Benefits Contribution to comply with applicable law. The Business Administrator waives medical benefits.

9. <u>VACATION</u>:

Effective with the 2018-2019 school year, the Business Administrator shall receive thirty (30) vacation days annually and may carry forward five (5) to the following school year for future use but not for reimbursement. Vacation days may be taken during the employment year with the prior approval of the superintendent. Payment for vacation earned and unused during the school year when the Business Administrator leaves or dies will be payable by the district at the rate of 1/260th of the Business Administrator's base salary, within thirty (30) days of the date of separation or during the next calendar year if the Business Administrator so specifies in writing to the Board.

10. HOLIDAYS:

Effective, July 1, 2018, the Business Administrator shall be entitled to the same number of paid holidays as is provided to administrators employed by the school district in general. They are:

DESIGNATED HOLIDAYS	CELEBRATED ON
Independence Day	Wednesday, July 4
Labor Day	Monday, September 3
Rosh Hashanah	Monday, September 10
Yom Kippur	Wednesday, September 19
NJEA Convention Days (2 days)	Thursday and Friday, November 8 & 9
Thanksgiving Break (2 days)	Thursday and Friday, November 22 & 23
Christmas Eve	Monday, December 24
Christmas Day	Tuesday, December 25
New Year's Day	Tuesday, January 1
Martin Luther King, Jr. Day	Monday, January 21
Presidents' Day	Monday, February 18
Good Friday	Friday, April 19
Memorial Day	Monday, May 27

11. SICK LEAVE:

The Business Administrator shall be entitled to fifteen (15) sick days per year with full pay.

All unused sick days may be accumulated from year to year by the Administrator. The Business

Administrator shall be reimbursed for unused sick days should he retire from the N.J. State Pension

System during the Agreement at the rate of \$200 per day with a maximum of \$15,000. Unused sick

days will be paid within thirty (30) days of separation for retirement of the Business Administrator's

employment with the district, unless the parties agree otherwise in writing.

12. TEMPORARY LEAVES OF ABSENCE:

The Business Administrator may take five (5) personal days with the approval of the Superintendent.

13. PROFESSIONAL ORGANIZATION MEMBERSHIP DUES:

The Board will pay 100% of the membership fees of the Business Administrator of ASBO, NJASBO, BCASBO and the NJ Association of School Administrators. The Business Administrator may attend professional meetings of these organizations. With prior approval of the Superintendent, the Business Administrator may take professional development courses and/or programs by organizations other than the professional organizations listed above provided the course relates to the Business Administrator's duties. The Business Administrator may attend conventions with the prior approval of the Superintendent, with travel and conference costs to be reimbursed in accordance with the Office of Management and Budget circular and travel regulations. Reimbursement for Travel and Expense, Professional Development, Professional Organization Memberships, Dues, Professional Development and Conferences may not exceed \$7,090.

14. <u>REVOCATION CLAUSE</u>

The Parties hereto agree that in the event the Business Administrator/Board Secretary'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 Business Administrator/Board Secretary 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 Business Administrator/Board Secretary's employment shall cease.

15. MODIFICATION CLAUSE

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 by 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.

16. SAVINGS CLAUSE

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

17. **EXECUTION**:

Execution of this Agreement by the Business Administrator connotes his full knowing, voluntary and complete agreement to each and every term of this Agreement. Execution of this Agreement by the Board President connotes that the Board of Education has agreed to each and every term of this Agreement by resolution at a public meeting of the Board

bon 1/mm	Euron
Yas Usami, School Business Administrator	Tenafly Board of Education
	Eileen Pleva, President
Shunelle Mas	Jones Soran
Witness:	Witness:
Dated: 6.12.18	Dated: 6:11-18



Certification View

Tracking Number:

573462

Birth Date:

25 JAN

SSN: Name:

Usami, Yas

Email;

usami@verizon.net

201-385-5106 / 201-638-2251

List of all the Certificate(s) issued by NJ Dept. Of Education as of Wed 05/31/2017 at 01:58:02 PM EDT

Phone Number:

1 - Transcript evaluation	11/2009		754926
3 Standard	0109 - School Business Administrator	00 - BY APPLICANT	0000 - Unknown
l - Transcript evaluation	12/2008	07/2010	714087
Provisional	0109 - School Business Administrator	03 - BERGEN	3730 - Northyale Boro
1 - Transcript evaluation	07/2007		646702
, CE	0109 - School Business Administrator	00 - BY APPLICANT	0000 - Unknown
Busisenite	Month Agar issued (MMA MA)	Month/Vear Expiration (MM/VVVV)	Certificate H)
Sug # Configure Lyne	Ludiusamen	County code	District each

^{*} For additional information about certification, please contact the Office of Certification and Induction at:

New Jersey Department of Education P.O. Box 500 Trenton, NJ 08625-0500

call us: (609) 292-2070

Email us: Licensing.Requests@doe.state.nj.us

SCHOOL BUSINESS ADMINIST				
Detailed Statement of Contract Co	sts			
District: Tenafly				
Name: Yas Usami				
Job Title: School Business Administrator		·		
District Grade Span: K-12				
On Roll Students as of 10-15-16: 3617	,			
Yrs. As District BA 5 Total Yrs. As BA 9.75 Total Yrs in District 5	2017-2018	2018-2019	Difference	% Inc
Salary				
Salary	\$ 187,097		\$191,774	102.50%
Subcontracted Services	\$ -	\$ -		
Longevity	\$ -	\$ -		
TOTAL ANNUAL SALARY	\$ 187,097	\$ 191,774	\$4,677	2.50%
Additonal Salary				
Quantitative Merit Goals	\$ -	\$ -		
Qualitative Merit Goals	\$ -	\$ -		
Additional Compensation - Describe:	\$ -	\$ -		
Total Additional Salary	\$ -	\$ -	\$0	#DIV/0!
TOTAL ANNUAL SALARY PLUS ADDITIONAL COMPENSATION	\$ 187,097	\$ 191,774	\$4,677	2.50%
Board Contribution for Cost of Premiums for:				
Health Insurance	Waives	Waives		
Prescription Insurance	\$ -	\$ -		
Dental Insurance	\$ 1,071			
/ision Insurance	\$ -	\$ -		
Disability Insurance	\$ -	\$ -		
Other Insurance - Describe:	\$ -	\$ -		
Valver of Benefits	\$ -	\$ -		
Section 125 Plan Reimbursements - Describe: FSA	\$ 72	\$ 72		
Board Cost of Premiums		\$ 1,143	\$0	0.00%
Employee Contribution to Premiums as per Law	\$ -	\$ -	\$0	#DIV/0!
TOTAL HEALTH BENEFITS COMPENSATION	\$ 1,143	\$ 1,143	\$0	0.00%
Other Compensation				
ravel and Expense Reimbursement (Estimated Annual Cost)	\$ 3,650	\$ 3,500		
Professional Development (Capped Amount or Estimated Annual Cost)	\$ 2,200			
ruition Reimbursement	\$ -	\$ -		
Mentoring Expenses - Describe:	\$ -	\$ -		
National/State/County/Local/Other Dues	\$ 1,465	\$ 1,490		
ubscriptions	\$ -	\$ -		
Board Paid Cell Phone or Reimbursement for Personal Cell Phone	\$ -	\$ -		
Computer for Home use, including supplies, maintenance, internet	\$ -	\$ -		
Other - Describe: Professional Liability Insurance & Bond Insurance	\$ -	\$ -		
TOTAL OTHER COMPENSATION	\$ 7,315	\$ 7,090	-\$225	-3.08%
ick and Vacation Compensation				
Maximum Payment for Unused Sick Leave Upon Retirement	\$ 15,000	\$ 15,000		
Maximum Payment for Unused Vacation Leave - Retirement or Separation	\$ 21,588	\$ 22,128		
TOTAL UNUSED SICK AND VACATION PAYMENT	\$ 36,588	\$ 37,128	\$540	1.48%
TOTAL CONTRACT COST	\$ 232,143		\$4,992	2.15%
acation Days 30 Holidays 15 Personal Days 5 Total 50			T -,	
evised 5/16/17		1		
			de Miri americani (ili). Disense arbitimete delegistrose	
The state of the s		1		
	·	1		
A SALANDAR THE RESIDENCE OF THE PROPERTY OF TH			1	
				The Mark or the Edward Commence of the Market

		lų.	ē.



Office of Business Administrator/ Board Secretary 500 Tenafly Road, Tenafly, NJ 07670 Tel: 201-816-4505 – Fax: 201-569-3711

June 12, 2018

A motion was made by Ms. Janet I. Horan and seconded by Mr. Sam A. Bruno to approve Resolution P-4.

RESOLUTION P-4 APPROVAL OF EMPLOYMENT CONTRACT FOR BUSINESS ADMINISTRATOR/BOARD SECRETARY FOR THE 2018-2019 SCHOOL YEAR

BE IT RESOLVED that the Board approves a renewal of contract for Yas Usami to the 12 month position of Business Administrator/Board Secretary for the 2018-2019 school year at an annual salary of \$191,774.

Roll Call Vote:

Yes - 7	Natalie Barbanel Patricia Flynn Jane Juhng Edward J. Salaski	No -	2	Mark Aronson Sam A. Bruno
	Jocelyn Schwarz Janet I. Horan	Abstain -	0	
	Eileen D. Pleva	Absent -	0	

Certified to be a true copy of a motion passed by the Tenafly Board of Education, excerpted from the official Board minutes, on June 11, 2018.

Mř. Yas Usami

Business Administrator/Board Secretary

	\$	