

APPROVED

EMPLOYMENT AGREEMENT
BETWEEN THE
TENAFLY BOARD OF EDUCATION
AND
JEFF GORMAN

This Employment Agreement made this 24th day of October, 2022, between the Tenafly Board of Education, which has its offices located at 500 Tenafly Road, Tenafly, New Jersey 07044, (hereinafter referred to as the "Board") and Jeff Gorman (hereinafter referred to as the "Interim Assistant Superintendent of Curriculum and Instruction").

WHEREAS, the Board is desirous of appointing Jeff Gorman to perform the duties of Interim Assistant Superintendent of Curriculum and Instruction; and

WHEREAS, Jeff Gorman is desirous of accepting the Board's appointment to the position of Interim Assistant Superintendent of Curriculum and Instruction; 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 Jeff Gorman hereby accepts the appointment as Interim Assistant Superintendent of Curriculum and Instruction.

2. TERM

The Employment Agreement shall begin on or about October 31, 2022 and end on June 30, 2023, unless mutually extended or terminated by the parties or until such time as the Board appoints a successor assistant superintendent of curriculum and instruction. The Board may request the Interim Assistant Superintendent of Curriculum and Instruction to attend meetings and/or conferences prior to October 31, 2022 to enable his successful transition to the District.

3. WORK WEEK

The Interim Assistant Superintendent of Curriculum and Instruction shall work up to five (5) days per week.

4. COMPENSATION

The Board shall pay the Interim Assistant Superintendent of Curriculum and Instruction \$765 for services rendered on a per diem rate basis at a maximum annual prorated salary of One Hundred Ninety Five Thousand Dollars (\$195,000),

for days actually worked, in accordance with the schedule of salary payments in effect for other certified employees. A day shall be defined as eight (8) hours. The Interim Assistant Superintendent of Curriculum and Instruction shall attend evening commitments, including but not limited to Board and Committee meetings, back-to-school night, open houses and all hearings/presentations by the Board, when requested by the Board. There shall be no extra compensation for attending the aforementioned events. However, any meetings and/or conferences the Interim Assistant Superintendent of Curriculum and Instruction attends prior to October 31, 2022 shall be compensated at an hourly rate of \$95.63. Payment for any hours worked prior to October 31, 2022 shall be paid to the Interim Assistant Superintendent of Curriculum and Instruction in the first regularly scheduled pay period in December.

It is understood that the aforesaid payments are subject to applicable taxes and deductions required by law.

5. PROFESSIONAL CERTIFICATION

The Interim Assistant Superintendent of Curriculum and Instruction 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 Assistant Superintendent of Curriculum and Instruction'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 Interim Assistant Superintendent of Curriculum and Instruction is lawfully precluded from performing the 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 Assistant Superintendent of Curriculum and Instruction's employment shall cease.

6. DUTIES

The Interim Assistant Superintendent of Curriculum and Instruction agrees to provide the best professional services and faithfully perform, on an interim basis, the duties of the position of Assistant Superintendent of Curriculum and Instruction 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. BENEFITS IN ADDITION TO SALARY

a. Sick Leave

The Interim Assistant Superintendent of Curriculum and Instruction shall receive eight (8) sick days during the term of this employment agreement.

b. The Interim Assistant Superintendent of Curriculum and Instruction shall not be entitled to any benefits, including, but not limited to, leaves of absence, holidays, vacation, medical insurance, pension or other benefits except for the per diem payment to which the Interim Assistant Superintendent of Curriculum and Instruction is entitled under Paragraph 4 of this Employment Agreement.

8. REIMBURSEMENT FOR EXPENDITURES

The Board shall pay one hundred percent (100%) of the Interim Assistant Superintendent of Curriculum and Instruction's membership fees and/or charges to the New Jersey Association of School Administrators (NJASA), Bergen County School Administrators Association (BCASA) and other professional organizations which the Interim Assistant Superintendent of Curriculum and Instruction and the Board deem necessary to maintain and/or improve his professional skills and knowledge that directly benefits the District.

The Interim Assistant Superintendent of Curriculum and Instruction shall be entitled to reimbursement for expenditures in connection with the responsibilities as Interim Assistant Superintendent of Curriculum and Instruction, including business related telephone calls, fees, mileage (when required to use the Interim Assistant Superintendent of Curriculum and Instruction's personal vehicle for School

District business, exclusive of commutation costs), and meals for attendance at seminars and workshops sponsored by New Jersey School Boards Association (NJSBA), the New Jersey Association of School Administrators (NJASA) and the Bergen County Association of School Administrators (BCASA) upon prior approval by the Board and submission of receipts and certified purchase orders to the Board. Reimbursement or payment for 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 and shall be reimbursed monthly in accordance with the Board's regular monthly bill list.

9. PROFESSIONAL LIABILITY

The Board agrees that it shall defend, hold harmless and indemnify the Interim Assistant Superintendent of Curriculum and Instruction from any and all demands, claims, suits, actions and legal proceedings brought against the Interim Assistant Superintendent of Curriculum and Instruction in his official capacity as an agent of the Board, provided the incident arose while the Interim Assistant Superintendent of Curriculum and Instruction was acting within the scope of this Employment Agreement and, as such, liability coverage is within the authority of the Board to provide under State law.

10. CRIMINAL HISTORY CHECK

The Interim Assistant Superintendent of Curriculum and Instruction 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 Assistant Superintendent of Curriculum and Instruction shall bear the cost for the criminal history record check. The Interim Assistant Superintendent of Curriculum and Instruction shall be subject to the additional employment history review set forth in N.J.S.A. 18A:6-7.6 et seq., which requires the authorization for disclosure of certain information regarding any past instances of child abuse and/or sexual misconduct by the employee.

11. ELECTRONIC COMMUNICATION

The Interim Assistant Superintendent of Curriculum and Instruction shall provide the Board, the Board Secretary/School Business Administrator and the Secretary to the Superintendent of Schools with telephone numbers (cellular/home) for the purpose of communication with each other to discuss Board related business when the Interim Assistant Superintendent of Curriculum and Instruction is not in the District and during the hours and days in which the Interim Assistant Superintendent of Curriculum and Instruction is not working for the Board. The Board shall provide the Interim Assistant Superintendent of

Curriculum and Instruction with a cellular phone for school business use. Should the Board permit the Interim Assistant Superintendent of Curriculum and Instruction to use his own cellular phone, the Board shall reimburse the Interim Assistant Superintendent of Curriculum and Instruction up to \$80 per month or actual cost, whichever is less. The Interim Assistant Superintendent of Curriculum and Instruction shall submit a copy of the monthly cellular phone bill as evidence of expenditure. In addition, a laptop will be issued to the Interim Assistant Superintendent of Curriculum and Instruction for work purposes. The laptop will remain the property of the Board upon expiration or termination of this Employment Agreement.

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 ninety (90) days in advance of any intended severance of this Employment Agreement, or less if mutually agreed upon by the parties. Notice shall be deemed effective upon receipt.

13. LAWS

This Employment Agreement is subject to Title 18A of the New Jersey Statutes and Title 6A of the New Jersey Administrative Code, as such statutes and regulations may from

time to time be amended. Should any provision of this Employment Agreement be in conflict with such law or regulation, the provisions of Title 18A of the New Jersey Statutes or Title 6A of the New Jersey Administrative Code shall govern. The invalidity of any provision of this Employment Agreement shall not invalidate the remaining provisions of this Employment Agreement.

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 a ruling shall remain in force and effect.

15. MODIFICATION

This Employment Agreement may not be modified or amended except by a 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. The failure of either party to enforce a specific provision of this Employment Agreement shall not constitute a waiver of any of the parties' rights under this Employment Agreement.

16. SOLE AGREEMENT

This Employment Agreement constitutes the sole agreement of the contracting parties and supersedes any prior understandings or written or oral agreements between the parties respecting its subject matter.

IN WITNESS WHEREOF, the parties have caused this Employment Agreement to be duly executed by the Board President and the Interim Assistant Superintendent of Curriculum and Instruction 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

VICTOR ANAYA
School Business Administrator/
Board Secretary

By: _____
JOCELYN SCHWARZ
Board President

DATED: _____

DATED: _____

WITNESS:

JEFF GORDON
Interim Assistant
Superintendent of Curriculum
And Instruction

DATED: _____

DATED: _____