



#P-2 6/1/18

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

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

Re: 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 Shauna DeMarco, Superintendent, Tenafly School District. The provisions of this contract are in compliance with the regulations. This contract is approved for the period from July 1, 2018, through June 30, 2021.

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,


Joseph Zarra
Interim Executive County Superintendent

JZ/HPW/laf

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

EMPLOYMENT AGREEMENT

between the

TENAFLY BOARD OF EDUCATION

and

SHAUNA C. DEMARCO

THIS AGREEMENT made this 7 day of ^{June}~~May~~, 2018 by and between the Tenafly Board of Education, with administrative offices located at 500 Tenafly Road, Tenafly, New Jersey 07670 (hereinafter referred to as the "Board") and Shauna C. DeMarco (hereinafter referred to as the "Superintendent");

W I T N E S S E T H:

WHEREAS, the Board desires to retain the services of Shauna C. DeMarco as Superintendent of Schools of the Tenafly School District and Shauna C. DeMarco has agreed to provide said services; and

WHEREAS, the Board and the Superintendent wish to embody in this Employment Agreement the terms and conditions of their agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Board and the Superintendent hereby agree as follows:

1. **TERM**

The Board hereby employs Shauna C. DeMarco as Superintendent of Schools for the Tenaflly School District for a term commencing on July 1, 2018, and ending on June 30, 2021.

2. **CERTIFICATION**

During the term of this Employment Agreement, the Superintendent shall at all times hold a valid and appropriate certificate to act as Superintendent of Schools in the State of New Jersey, as well as any and all other certifications required by law to serve in the position of Superintendent of Schools. The parties hereto agree that in the event the Superintendent's certification is revoked or otherwise not maintained in full force and effect, the Superintendent will immediately notify the Board and all provisions of this Employment Agreement shall automatically terminate.

3. **DUTIES**

The Superintendent shall faithfully perform the duties of the Superintendent of Schools as outlined in the Board's job description for the Superintendent, which may be modified from time to time consistent with District goals and objectives, all in accordance with the laws of the State of New Jersey and of the United States, the rules and regulations adopted by the New Jersey State Board of Education and the New

Jersey State Department of Education, as well as all of the policies of the Board.

4. OUTSIDE ACTIVITIES

The Superintendent shall devote her full-time energy and attention to the business of the Board and shall not engage in other employment or activities which would unreasonably interfere with the performance of her duties as Superintendent of Schools. She may lecture, write or engage in other activities which are of a short-term duration with the approval of the Board, which shall not be unreasonably withheld and shall inform the Board President when she engages in such activities.

5. COMPENSATION

For the period from July 1, 2018 through June 30, 2021, the Board shall pay the Superintendent an annual base 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).

For the 2019-2020 school year, annual non-pensionable merit bonuses may be awarded on the basis of the Superintendent's achievement of specific mutually agreed upon merit criteria. Annual, non-pensionable merit bonuses may be

provided, based upon the Superintendent's progress toward achieving up to two (2) quantitative merit criteria established in accordance with the District goals. The merit bonuses may not exceed 3.33% of annual salary for each quantitative merit criterion achieved. For the 2020-2021 school year, annual non-pensionable merit bonuses may be awarded on the basis of the Superintendent's achievement of specific mutually agreed upon merit criteria. Annual, non-pensionable merit bonuses may be provided, based upon the Superintendent's progress toward achieving up to three (3) quantitative and two (2) qualitative merit criteria established in accordance with the District goals. The merit bonuses may not exceed 3.33% of annual salary for each quantitative merit criterion achieved and 2.5% of annual salary for each qualitative merit criterion.

Any such merit bonus shall be considered "extra compensation" for purposes of N.J.A.C. 17:3-4.1 and shall not be cumulative. If granted by the Board, a performance-based merit bonus may be granted on or before June 30, 2020 and June 30, 2021. The District described goals that serve as the basis for these mutually agreed upon annual merit bonuses shall be subject to annual review, and, if required by law, approval by the Executive County Superintendent. The annual merit bonuses provided by the Board, based on the District's assessment of the Superintendent's progress toward achieving the District's

described goals also shall be subject to annual review and approval by the Executive County Superintendent prior to payment of any merit bonuses. The merit bonus shall be paid within thirty (30) days of receipt of approval of the Executive County Superintendent or other authorized person. The Board's obligation to pay merit bonuses shall survive termination of this Employment Agreement.

The Superintendent's annual salary shall be paid in installments of one-twenty fourth ($1/24^{\text{th}}$) of the annual salary in accordance with the schedule of salary payments in effect for other certificated employees. Throughout this Employment Agreement, the per diem rate shall be defined as $1/260^{\text{th}}$ of the Superintendent's annual salary.

6. SICK LEAVE

The Superintendent shall be entitled to twelve (12) sick days for each year of this Employment Agreement. Sick days shall be accumulative in accordance with N.J.S.A. 18A:30-3. Upon regular non-deferred or disability retirement from the Tenafly School District, the Superintendent shall be entitled to payment for unused sick days at her then-current per diem rate, which shall be calculated as $1/260^{\text{th}}$ of her annual salary, not to exceed Fifteen Thousand Dollars (\$15,000).

7. VACATION DAYS

The Superintendent shall receive twenty (20) vacation days annually, which shall be available to the Superintendent on July 1, 2018 and each July 1st thereafter. The Board encourages the Superintendent to take her allotted vacation days. However, if the Superintendent's workload is such that she is unable to take all of her vacation days, she will be permitted to carry over a maximum of ten (10) days to the next school year, which must be used by August 31st of the next school year. Except upon separation from employment or death, any unused vacation days not used by the end of the next succeeding school year shall be forfeited and shall have no cash value.

8. PERSONAL LEAVE

The Superintendent shall annually be entitled to three (3) days of leave with pay for personal reasons, non-cumulative, in accordance with Board Policy or practice for other District administrative employees.

9. BEREAVEMENT LEAVE

The Superintendent shall annually be entitled to three (3) bereavement leave days, non-cumulative, in accordance with Board Policy and practice for other District administrative employees.

10. HOLIDAYS

The Superintendent shall receive the following fifteen (15) paid holidays in accordance with the District's scheduled holidays: Independence Day, Labor Day, Rosh Hashanah, Yum Kippur, NJEA Convention Days (2), Thanksgiving, Day After Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, Martin Luther King Jr.'s Day, Presidents' Day, Good Friday and Memorial Day.

11. RECORD OF LEAVE DAYS

The Superintendent shall ensure that the Board Secretary/School Business Administrator records all sick leave, vacation, personal, family illness and bereavement leave days taken.

12. HEALTH BENEFITS AND INSURANCE

The Board shall provide and pay for the cost of family major medical (including prescription), hospitalization, and dental insurance protection for the Superintendent consistent with other employees in the District.

Pursuant to applicable law and regulation, the Superintendent shall contribute an amount toward payment of premiums, which shall be deducted from the Superintendent's salary and paid, in equal installments, in accordance with the payroll schedule for all other professional staff. The Superintendent, at her discretion, may waive health insurance

coverage. In the event she waives coverage, the Board shall provide a reimbursement consistent with other employees in the District. The payment may be pro-rated in accordance with the timing of the waiver. The Superintendent shall be permitted to enroll in the health insurance plan if there is a change in family status such as a death or divorce or for any other reason.

13. **PROFESSIONAL IMPROVEMENT ACTIVITIES**

Professional Memberships, Conferences, Tuition

Reimbursement: The Superintendent shall be entitled to an allowance at the Board's expense to cover the full cost of professional dues for the following professional associations: NJASA, AASA, ASCD, AERA, NJSBA, Rotary and the Bergen County Administrators Association and/or other organizations deemed important by the Board. The Superintendent may hold additional memberships in other organizations as budgeted. The Superintendent also shall be entitled to reimbursement for expenses incurred for attendance at professional conferences up to Three Thousand Four Hundred Dollars (\$3,400) annually. Such reimbursement shall conform to N.J.S.A. 18A:11-12. It is specifically understood that in the absence of compelling circumstances requiring the presence of the Superintendent in the District, the Superintendent shall be entitled to attend the annual NJSBA/NJASA/NJASBO Workshop and Convention, the

annual conferences of the NJASA/NJSBA, the ASCD and Techspo Convention. 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, which amount shall not exceed One Thousand Five Hundred Dollars (\$1,500) annually.

14. LAPTOP AND CELLULAR TELEPHONE

The Board shall provide the Superintendent with a laptop computer for her use in connection with her duties as set forth under Paragraph 3 of this Employment Agreement. Said equipment shall be the property of the Board and its use shall be subject to all applicable policies and regulations of the Board. The Superintendent shall be responsible for the care of said equipment. In addition, the Board shall provide a cellular telephone for the Superintendent's exclusive use for business purposes only and the Board will select a plan for cell phone usage and the expenses for same shall be paid by the Board.

15. EXPENSE REIMBURSEMENT

The Board shall reimburse the Superintendent for all job related expenses, including mileage, at the State rate, pursuant to OMB Travel Regulations, will be provided for job-

related travel (and not commutation), which shall be paid upon submission by the Superintendent of a duly executed voucher.

16. **EVALUATION**

The Board shall evaluate the performance of the Superintendent at least once a year prior to July 1st, and in accordance with the statutes, rules, regulations and Board Policy relating to the Superintendent's evaluation. Each evaluation shall be based upon the criteria adopted by the Board, the goals and objectives of the District, the responsibilities of the Superintendent and such other criteria as the New Jersey State Department of Education and/or Board of Education shall prescribe. The evaluation format shall be developed and approved jointly by the Board and the Superintendent in each year of this Employment Agreement.

On or before July 1st of each year of the Employment Agreement, the Board and Superintendent shall meet in closed executive session for the purpose of evaluation of the performance of the Superintendent. The Board shall, prior to said meeting, supply the Superintendent with a copy of its written evaluation of her and shall provide direction as to the area(s) of performance in need of improvement. 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 and this response shall become a permanent attachment to the Superintendent's personnel file upon the Superintendent's request.

17. TERMINATION

This Employment Agreement may be terminated by:

- A. Mutual agreement of the parties; or
- B. Retirement of the Superintendent upon ninety (90) days' written notice to the Board; or
- C. Death of the Superintendent; or
- D. Unilateral termination by Superintendent upon ninety (90) days' written notice to the Board; or
- E. Pursuant to the provisions of Title 18A and applicable State Board of Education Regulations.

18. RENEWAL/NON-RENEWAL OF EMPLOYMENT

The Board shall notify the Superintendent in writing prior to the expiration of this Employment Agreement by March 31, 2021 whether this Employment Agreement shall be renewed for another contracted term. The Superintendent shall notify the Board prior to January 31, 2021 of its responsibility described herein; provided, however, that the Superintendent's

failure to provide such notice shall not relieve the Board of its responsibilities under N.J.S.A. 18A:17-20.1. In all other respects, the renewal of this Employment Agreement shall be subject to the provisions of Title 18A and applicable State Board of Education regulations.

19. REVOCATION CLAUSE

The Superintendent shall hold a valid New Jersey School Administrator's certificate to serve as a Superintendent of Schools in the State of New Jersey for the duration of this Employment Agreement. The Parties hereto agree that in the event the Superintendent'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 Superintendent is lawfully precluded from performing her 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 Superintendent's employment shall cease.

20. ENTIRE AGREEMENT/MODIFICATION CLAUSE

This Employment Agreement contains the entire understandings of 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.

21. CONFLICTS

In the event of any conflict between the terms, conditions and provisions of this Employment Agreement and the provisions of Board Policy or any permissive State and/or Federal law then, unless otherwise prohibited by law, the terms of this Employment Agreement shall take precedence over the contrary provisions of the Board's Policies or any such permissive laws during the Employment Agreement term.

22. SEPARABILITY/SAVINGS CLAUSE

If, during the term of this Employment Agreement, it is found that any specific sentence, clause or paragraph or section of this Employment Agreement is contrary to federal or state law, then the remainder of the Employment Agreement provisions 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals either individually or by their duly authorized officers with proper corporate seal affixed hereto on the dates set forth herein.

WITNESS:

TENAFLY BOARD OF EDUCATION

Yas Usami
Yas Usami
Business Administrator/Board
Secretary

BY *Eileen Pleva*
Eileen Pleva
Board President

DATED: 6/8/18

DATED: 6/8/18

WITNESS:

Yas Usami
Yas Usami
Business Administrator/Board
Secretary

Shalina C. DeMarco
Shalina C. DeMarco
Superintendent of Schools

DATED: 6/7/18

DATED: 6/7/18

Certification Waiver

Tracking Number: 398509 **Birth Date:** 14 OCT
SSN: **Email:** shawna_demarco@lyndhurst.k12.nj.us
Name: Demarco, Shawna **Phone Number:** 201-939-1990 / 201-349-4094

List of all the Certificate(s) issued by NJ Dept. Of Education as of Sun 01/21/2018 at 01:23:17 PM EST

| Serial | Certificate Type | Endorsement | Community code | District Code |
|---------------------------|--|----------------------------------|----------------------------|---------------------------|
| | | | | Certificate ID |
| Month/Year Issued (M/D/Y) | Month/Year Expiration (M/D/Y) | Community Code | District Code | Certificate ID |
| 1 | Standard 2 - Completion of a New Jersey approved professional education program. | 1000 - Elementary School Teacher | 77 - Seton Hall University | 00101805 |
| 2 | Provisional 2 - Completion of a New Jersey approved professional education program. | 1000 - Elementary School Teacher | 6600 - West Orange | 00106132 |
| 3 | Standard 1 - Transcript evaluation | 1410 - Teacher of English | 03 - Bergen | 0000 - UNKNOWN 698136 |
| 4 | Standard 2 - Completion of a New Jersey approved professional education program. | 0100 - Supervisor | 63 - Atlantic Sun Univ | 0000 - UNKNOWN 001004 |
| 5 | CE 2 - Completion of a New Jersey approved professional education program. | 0299 - Principal | 65 - Montclair State Univ | 0000 - UNKNOWN 915153 |
| 6 | Provisional 1 - Transcript evaluation | 0299 - Principal | 03 - Bergen | 0000 - UNKNOWN 928880 |
| 7 | Provisional 1 - Transcript evaluation | 0299 - Principal | 03 - Bergen | 0000 - UNKNOWN 928880 |
| 8 | CE 1 - Transcript evaluation | 0101 - School Administrator | 00 - BY APPLICANT | 0000 - UNKNOWN 001606 |
| 9 | Standard 1 - Transcript evaluation | 0200 - Principal | 00 - BY APPLICANT | 0000 - UNKNOWN 1015091 |
| 10 | Provisional 1 - Transcript evaluation | 0101 - School Administrator | 00 - BY APPLICANT | 0000 - UNKNOWN 1067248 |
| 11 | Standard 1 - Transcript evaluation | 0101 - School Administrator | 00 - BY APPLICANT | 0000 - UNKNOWN 1067248 |

* 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
 or
 call us: (609) 292-2070
 or
 Email us: Licensing.Requests@doe.state.nj.us

SUPERINTENDENT

District: Tenafly

Name: Shauna DeMarco

District Grade Span: K-12

On Roll Students as of 10-15 of the prior year: 3,617

| #Years as District Supt.: New #Years Supt. Experience: 2 | Year 1 | Year 2 | Year 3 |
|--|-------------------|-------------------|-------------------|
| Contract Term: July 1, 2018 to June 30, 2021 | 2018-2019 | 2019-2020 | 2020-2021 |
| Salary | | | |
| Base Salary | \$ 191,584 | \$ 191,584 | \$ 191,584 |
| Annual Cumulative Salary Increase (up to 2% per year)* | | | |
| Amount for High School | \$ 5,000 | \$ 5,000 | \$ 5,000 |
| Amount for Additional Position (Principal, etc.) **Describe: | \$ - | \$ - | \$ - |
| Shared Service | \$ - | \$ - | \$ - |
| Longevity | \$ - | \$ - | \$ - |
| Annual Salary | \$ 196,584 | \$ 196,584 | \$ 196,584 |
| Annual Salary Increase (up to 2% for successive contracts)*** | | | |
| TOTAL ANNUAL SALARY | \$ 196,584 | \$ 196,584 | \$ 196,584 |
| Additional Salary | | | |
| Quantitative Merit Goals | \$ - | \$ 13,093 | \$ 19,639 |
| Qualitative Merit Goals | \$ - | \$ - | \$ 9,829 |
| Additional Compensation - Describe: | | | |
| Total Additional Salary | \$ - | \$ 13,093 | \$ 29,468 |
| TOTAL ANNUAL SALARY PLUS ADDITIONAL COMPENSATION | \$ 196,584 | \$ 209,677 | \$ 226,052 |
| Total Premiums for: | | | |
| Health Insurance | \$ 26,374 | \$ 30,330 | \$ 34,879 |
| Prescription Insurance | \$ - | \$ - | \$ - |
| Dental Insurance | \$ 1,071 | \$ 1,125 | \$ 1,181 |
| Vision Insurance | \$ - | \$ - | \$ - |
| Disability Insurance | \$ - | \$ - | \$ - |
| Other Insurance - Describe: | \$ - | \$ - | \$ - |
| Waiver of Benefits | \$ - | \$ - | \$ - |
| Total Cost of Premiums | \$ 27,445 | \$ 31,455 | \$ 36,060 |
| Employee Contribution to Premiums as Per Law | \$ - | \$ - | \$ - |
| TOTAL HEALTH BENEFITS COMPENSATION | \$ 27,445 | \$ 31,455 | \$ 36,060 |
| Other Compensation | | | |
| Travel and Expense Reimbursement (Estimated Annual Cost) | \$ 1,500 | \$ 1,500 | \$ 1,500 |
| Professional Development (Cap Amt or Estimated Annual Cost) | \$ 3,400 | \$ 3,400 | \$ 3,400 |
| Tuition Reimbursement | \$ - | \$ - | \$ - |
| Mentoring Expenses - Describe: | \$ - | \$ - | \$ - |
| National/State/County/Local/Other Dues | \$ 4,000 | \$ 4,000 | \$ 4,000 |
| Subscriptions | \$ - | \$ - | \$ - |
| Board Paid Cell Phone or Reimbursement for Personal Cell Phone | \$ 600 | \$ 600 | \$ 600 |
| Computer for Home use, including supplies, maintenance, internet | \$ 1,400 | \$ 1,400 | \$ 1,400 |
| Other - Describe: | \$ - | \$ - | \$ - |
| TOTAL OTHER COMPENSATION | \$ 10,900 | \$ 10,900 | \$ 10,900 |
| Vacation Days: 20 Personal Days: 3 Holidays: 15 Total: 38 | | | |
| Sick and Vacation Compensation | | | |
| Max Paid for Unused Sick Leave Upon Retirement | \$ 15,000 | \$ 15,000 | \$ 15,000 |
| Max Paid for Unused Vacation Leave - Retirement or Separation | \$ 15,122 | \$ 22,683 | \$ 22,683 |
| Total Sick and Vacation Compensation | \$ 30,122 | \$ 37,683 | \$ 37,683 |
| TOTAL CONTRACT COSTS | \$ 265,051 | \$ 289,715 | \$ 310,695 |

Based on 15% annual pr

Based on 5% annual incr

May carryover 10 days t

*The cumulative salary increment is all prior year's annual increment (up to 2% per year) added to the current base salary

**Must be a valid DOE position

***The annual salary increment can be up to 2% for those who qualify--adjust the formula if the increment is less than 2%