



STATE OF NEW JERSEY
DEPARTMENT OF EDUCATION
BERGEN COUNTY OFFICE
ONE BERGEN COUNTY PLAZA, SUITE 350
HACKENSACK, NJ 07601-7076
201-336-6875
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PHILIP D. MURPHY, GOVERNOR
TAHESHA L. WAY, LT. GOVERNOR

KEVIN DEHMER, COMMISSIONER
PATRICK J. FLETCHER, EXECUTIVE COUNTY SUPERINTENDENT

May 8, 2025

Mr. Stephen R. Fogarty, Esq.
Fogarty & Hara, ESQS.
21-00 Route 208 South
Fair Lawn, NJ 07410

Re: Superintendent Employment Contract

Dear Mr. Fogarty :

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 Michael Ben-David, Superintendent, Tenafly Public School District. The provisions of this contract are in compliance with the regulations. This contract is approved for the period commencing on July 1, 2025, through June 30, 2030.

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 blue ink, appearing to be "PJF".

Patrick J. Fletcher
Executive County Superintendent

PJF/jag

c: Mr. Michael Ben-David, Superintendent
Board President (Letter ONLY)
Board Attorney

EMPLOYMENT AGREEMENT
between the
TENAFLY BOARD OF EDUCATION
and
MICHAEL BEN-DAVID

THIS AGREEMENT made this 9th day of JUNE, 2025 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 Michael Ben-David (hereinafter referred to as the "Superintendent");

W I T N E S S E T H:

WHEREAS, the Board and the Superintendent entered into an Employment Agreement for the term commencing July 1, 2023 and expiring July 1, 2028 (hereinafter referred to as the "Present Employment Agreement"); and

WHEREAS, the Board and the Superintendent desire to rescind the Present Employment Agreement prior to its conclusion, and enter into a new Employment Agreement for a term commencing on July 1, 2025 and expiring June 30, 2030; 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 Michael Ben-David as Superintendent of Schools for the Tenafly School District for a term commencing on July 1, 2025, and ending on June 30, 2030.

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.

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 his 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 his duties as Superintendent of Schools. He 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 he engages in such activities. The Superintendent shall be permitted to mentor administrators and, in the event he is appointed and approved, he shall be permitted to serve as a volunteer trustee at a college or university, provided that his duties and responsibilities as a trustee do not unreasonably interfere with the performance of his duties as Superintendent of Schools.

5. **COMPENSATION**

a. The Board shall pay the Superintendent a prorated annual base salary of Two Hundred Ninety Thousand Dollars (\$290,000) for the period from July 1, 2025 through June 30, 2026.

b. For the period from July 1, 2026 through June 30, 2027, the Board shall pay the Superintendent an annual prorated base salary of Two Hundred Ninety Seven Thousand Two Hundred

Fifty Dollars (\$297,250), which represents a two and one half percent (2.5%) increase on the previous year's salary.

c. For the period from July 1, 2027 through June 30, 2028, the Board shall pay the Superintendent an annual prorated base salary of Three Hundred Four Thousand Six Hundred Eighty-One Dollars (\$304,681), which represents a two and one half percent (2.5%) increase on the previous year's salary.

d. For the period from July 1, 2028 through June 30, 2029, the Board shall pay the Superintendent an annual prorated base salary of Three Hundred Twelve Thousand Two Hundred Ninety-Eight Dollars (\$312,298), which represents a two and one half percent (2.5%) increase on the previous year's salary.

e. For the period from July 1, 2029 through June 30, 2030, the Board shall pay the Superintendent an annual prorated base salary of Three Hundred Twenty Thousand One Hundred Six Dollars (\$320,106), which represents a two and one half percent (2.5%) increase on the previous year's salary.

The Superintendent's annual 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. Throughout this Employment Agreement, the per diem rate shall be defined as 1/260th of the Superintendent's annual salary.

g. The Superintendent shall have the right during the Superintendent's employment, to take a reduction in salary and require the Board to use such amount 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.

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 his then-current per diem rate, which shall be calculated as 1/260th of his annual salary, not to exceed Ten Thousand Dollars (\$10,000). Any such payment shall be made within sixty (60) days of the Superintendent's last day of employment.

7. SICK DAY BANK

The Board shall provide the Superintendent with a bank of thirty-six (36) sick days to be utilized in the event that an unforeseen illness forces the Superintendent to exhaust all of

his accumulated sick leave. The sick leave bank shall be reduced each year by the number of accumulated, but unused sick days the Superintendent has accumulated in the prior year. Any banked sick leave days remaining at the time of the Superintendent retirement shall not be eligible for reimbursement.

8. VACATION DAYS

The Superintendent shall receive twenty-three (23) vacation days annually, which shall be available to the Superintendent on July 1, 2025 and each July 1st thereafter. The Board encourages the Superintendent to take his allotted vacation days. However, if the Superintendent's workload is such that he is unable to take all of his vacation days, he will be permitted to carry over a maximum of ten (10) days to 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. The per diem rate for unused vacation days shall be calculated as 1/260th of the Superintendent's final salary. The Board shall make any such payment within sixty (60) days after the Superintendent's last day of employment. In the event of the Superintendent's death, payment for his unused accumulated vacation days shall be made to his estate.

In accordance with N.J.S.A. 18A:30-9.1, vacation days not taken in a given year because of duties directly related to a state of emergency declared by the Governor may accumulate at the discretion of the Board pursuant to a plan established by the Board until such time as the Superintendent uses the accumulated vacation days or the Superintendent is compensated for the accumulated unused vacation days following a Board resolution approving payment of same.

9. **PERSONAL LEAVE**

The Superintendent shall annually be entitled to five (5) personal leave days with pay for personal reasons, which shall be non-cumulative.

10. **BEREAVEMENT LEAVE**

The Superintendent shall annually be entitled to five (5) bereavement leave days, non-cumulative, in accordance with Board Policy and practice for other District administrative employees.

11. **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, Yom 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.

12. 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.

13. 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.

The Superintendent shall enroll in the New Jersey Educator's Health Plan or the Garden State Health Plan and he shall make the maximum required statutory contributions under those plans.

The Superintendent, at his discretion, may waive health insurance coverage. In the event he 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.

14. **PROFESSIONAL IMPROVEMENT ACTIVITIES**

Professional Memberships: The Superintendent shall be entitled to annual membership, at the Board's expense, for the professional dues in 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, in an amount not to exceed Five Thousand Dollars (\$5,000). The Superintendent may hold additional memberships in other organizations as budgeted. Such reimbursement shall conform to N.J.S.A. 18A:11-12.

Conferences: 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 Techspoo Convention, and shall also be entitled to annual reimbursement for expenses incurred for attendance at these professional conferences in an amount not to exceed Five Thousand Dollars (\$5,000) annually. 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.

15. LAPTOP AND CELLULAR TELEPHONE

The Board shall provide the Superintendent with a laptop computer for his use in connection with his 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, and which amount shall not exceed One Thousand Four Hundred Dollars (\$1,400) annually. 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, which amount shall not exceed Six Hundred Dollars (\$600) annually.

16. 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, in an amount not to exceed Two Thousand Five Hundred Dollars (\$2,500).

17. **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 his 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 evaluation in question.

18. 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.

19. RENEWAL/NON-RENEWAL OF EMPLOYMENT

The Board shall notify the Superintendent in writing prior to the expiration of this Employment Agreement by January 31, 2030 whether this Employment Agreement shall be renewed for another contracted term. The Superintendent shall notify the Board prior to December 1, 2029 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.

20. 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 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 Superintendent's employment shall cease.

21. 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.

22. 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.

23. 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.

24. CRIMINAL HISTORY CHECK

The 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 Superintendent shall bear the cost for the criminal history

record check. The Superintendent 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.

25. INDEMNIFICATION

The Board shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits actions, and legal proceedings of any kind brought against the Superintendent in accordance with the provisions of N.J.S.A. 18A:16-6 and 16-6.1 and any amendments thereto. The Board shall arrange for and maintain appropriate insurance to cover all such damages, losses and expenses, including employment practices liability coverage.

26. MISCELLANEOUS

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. 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.

The Board acknowledges and agrees that disclosure of personnel information is governed by the Open Public Records Act, codified at N.J.S.A. 47A:101, et seq., the Right to Know Law codified at N.J.S.A. 47:1A-1, et seq., Executive Order No. 11 (November 15, 1974), Executive Order No. 21 (July 8, 2002), Executive Order No. 26 (August 13, 2002), and case law interpreting them. All information related to the Superintendent's performance, evaluation or any discipline which the public is not otherwise entitled to access under law is deemed confidential and shall not be released to the public absent a written release by the Superintendent, or by a lawful order of a court of competent jurisdiction, or pursuant to a rule of a court of competent jurisdiction.

The Superintendent shall have the right, upon request, to review the contents of his personnel file and to receive copies at Board expense of any documents contained therein. He shall be entitled to have a representative accompany him during such review.

No material derogatory to the Superintendent's conduct, service, character or personality shall be placed in his 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 his 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 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:



Stephen Frost
Business Administrator/Board
Secretary

TENAFLY BOARD OF EDUCATION

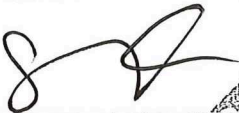
BY 

Jocelyn Schwarz
Board President

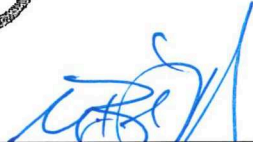
DATED: 6/9/25

DATED: 6/9/25

WITNESS:



Stephen Frost
Business Administrator/Board
Secretary



Michael Ben-David
Superintendent of Schools

DATED: 6/9/25

DATED: 6/9/25

Congratulations!

The New Jersey State Board of Examiners has authorized issuance of this certificate that permits you to serve as a professional educator in the public schools of New Jersey.

Pursuant to N.J.S.A. 18A:26-2, any person employed as a teaching staff member by a district board of education or a charter school board of trustees shall hold a valid and appropriate certificate. N.J.A.C. 6A:9-5.2(b) requires a newly employed or reassigned teaching staff member to exhibit an appropriate certificate prior to assuming any duties of the new position. Therefore, it is important that you safeguard this certificate.

Please note that it is a violation of N.J.S.A. 18A:26-2 to accept employment under a certificate that you know was printed or issued erroneously. If there are any errors associated with this certificate, please return the original certificate with a brief cover letter to the New Jersey Department of Education, PO Box 500, Trenton, NJ 08625-0500.

Best wishes to you in your endeavors to enhance the academic achievement of New Jersey's children.

WARNING: THIS DOCUMENT CONTAINS MULTIPLE SECURITY FEATURES INCLUDING A CHAIN-LINK WATERMARK

XXX-XX-
Tr# 182274

The State of New Jersey

Cert# 974125

Department of Education
State Board of Examiners

Standard Certificate

This is to certify that

Issued Expires
01/15

MICHAEL BEN-DAVID

County District
00 0000

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:

School Administrator

David C. Hespe
Acting Commissioner

Robert R. Higgins
Secretary, Board of Examiners

SUPERINTENDENT

Detailed Statement of Contract Costs

District: Tenafly					
Name: Michael Ben-David					
Date BOE Authorized Submission to County Office	4.28.2025				
District Grade Span	PreK - 12				
On Roll Students as of 10-15	3,617				
Years In District as Supt. 2 Total Yrs. Exp. In Position	Year 1	Year 2	Year 3	Year 4	Year 5
Contract Term:	2025-26	2026-27	2027-28	2028-29	2029-30
Salary					
Salary	\$ 290,000	\$ 297,250	\$ 304,681	\$ 312,298	\$ 320,106
High School	\$ -	\$ -	\$ -	\$ -	\$ -
Longevity	\$ -	\$ -	\$ -	\$ -	\$ -
Shared Service	\$ -	\$ -	\$ -	\$ -	\$ -
Total Annual Salary	\$ 290,000	\$ 297,250	\$ 304,681	\$ 312,298	\$ 320,106
Additional Salary					
Quantitative Merit Goals	\$ -	\$ -	\$ -	\$ -	\$ -
Qualitative Merit Goals	\$ -	\$ -	\$ -	\$ -	\$ -
Total Additional Salary	\$ -	\$ -	\$ -	\$ -	\$ -
Total Annual Salary plus Additional Salary	\$ 290,000	\$ 297,250	\$ 304,681	\$ 312,298	\$ 320,106
Board Contribution for Cost of Premiums for:					
Health Insurance	\$ 38,292	\$ 38,292	\$ 38,292	\$ 38,292	\$ 38,292
Prescription Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
Dental Insurance	\$ 1,066	\$ 1,066	\$ 1,066	\$ 1,066	\$ 1,066
Vision Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
Disability Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
Long-term Care Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
Life Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
Other Insurance - Describe:	\$ -	\$ -	\$ -	\$ -	\$ -
Waiver of Benefits	\$ -	\$ -	\$ -	\$ -	\$ -
Section 125 Plan Reimbursements - Describe:	\$ -	\$ -	\$ -	\$ -	\$ -
Board Contribution for Cost of Premiums	\$ 39,358	\$ 39,358	\$ 39,358	\$ 39,358	\$ 39,358
Employee contribution to health benefits as per law	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000
Total Health Benefit Compensation	\$ 30,358	\$ 30,358	\$ 30,358	\$ 30,358	\$ 30,358
Other Compensation					
Travel and Expense Reimbursement (Estimated Annual Cost)	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
Professional Development (Capped Amount)	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Tuition Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -
Mentoring Expenses - Describe:	\$ -	\$ -	\$ -	\$ -	\$ -
National/State/County/Local/Other Dues	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -
Board Paid Cell Phone or Reimbursement for Personal Cell Phone	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600
Computer for Home use, including supplies, maintenance, internet	\$ 1,400	\$ 1,400	\$ 1,400	\$ 1,400	\$ 1,400
Other - Describe:	\$ -	\$ -	\$ -	\$ -	\$ -
Total Other Compensation	\$ 14,500	\$ 14,500	\$ 14,500	\$ 14,500	\$ 14,500
Sick and Vacation Compensation					
Max Paid for Unused Sick Leave Upon Retirement	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Max Paid for Unused Vacation Leave - Retirement or Separation	\$ 25,654	\$ 26,295	\$ 26,953	\$ 27,626	\$ 28,317
Total Sick and Vacation Compensation	\$ 35,654	\$ 36,295	\$ 36,953	\$ 37,626	\$ 38,317
TOTAL CONTRACT COSTS	\$ 370,512	\$ 378,403	\$ 386,492	\$ 394,782	\$ 403,281
Vacation Days 23 Holidays 15 Personal 5 Total 43					