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*
TAHESHA L. WAY, *LT. GOVERNOR*

CHRISTOPHER HUBER, *ACTING COMMISSIONER*
LOUIS DeLISIO, *EXECUTIVE COUNTY SUPERINTENDENT*

February 9, 2024

Mr. Michael Ben-David
Superintendent
Tenafly Public Schools
500 Tenafly Road
Tenafly, NJ 07670

Re: Business Administrator/Board Secretary Employment Contract

Dear Mr. Ben-David:

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 Stephen Frost, Business Administrator/Board Secretary, Tenafly Public Schools. The provisions of this contract are in compliance with the regulations. This contract is approved for a period commencing on July 1, 2024, through June 30, 2025.

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,

Louis DeLisio
Executive County Superintendent

LD/HPW/laf

c: Danielle J.S. Diaz, Human Resources Manager
Board President (Letter ONLY)
Board Attorney

EMPLOYMENT AGREEMENT BETWEEN
THE TENAFLY BOARD OF EDUCATION AND STEPHEN FROST

This Agreement is made this xx day of February, 2024 by and between the Tenafly Board of Education, with its central offices at 500 Tenafly Road, Tenafly, New Jersey ("the Board"), and Stephen Frost ("Frost"), pursuant to the following terms.

1. **EMPLOYMENT**

The Board hereby employs Frost, and Frost hereby accepts employment, as School Business Administrator/Board Secretary for the Tenafly Public School District ("the District") under the terms and conditions described in this Agreement. His employment shall be on a full-time, twelve-(12) month basis. During the term of this Agreement, Frost shall accept no other pensionable employment from any other source except as previously approved by the Superintendent.

2. **DURATION**

This Agreement shall begin in full force and effective on July 1, 2024, and it shall expire on June 30, 2025.

3. **SALARY**

The Board shall pay Frost an annual salary of two-hundred and ten-thousand ($210,000) dollars for the 2024-2025 school year. His pay shall be issued at intervals consistent with the schedule of salary payments in effect for other certificated employees.

4. **CERTIFICATION**

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

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5. DUTIES

Frost shall faithfully perform the duties of the School Business Administrator/Board Secretary as outlined in the Board's job description for the School Business Administrator/Board Secretary, 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.

6. TERMINATION

This Employee Agreement may be terminated for the following reasons:

a. Death of Frost. In the event Frost should predecease the term of this Agreement, this Agreement shall terminate.

b. Notice. Either party may terminate this Agreement at will by providing written notice to the other no less than ninety (90) days in advance of the effective termination date.

c. Discharge for cause. The Board may terminate this Agreement for cause without the requirement of ninety (90) days' advance notice. "Cause" shall include any conduct by Frost that is seriously prejudicial to the District, including but not limited to neglect of duty, inefficiency, or incompetence. Notice of discharge for cause shall be given by the Board in writing, and Frost shall be entitled to appear before the Board in executive session to discuss such alleged cause. He may be accompanied by legal counsel at his own expense. The Board shall provide Frost with a written decision describing the results of the meeting.

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7. EVALUATION

Frost shall be evaluated in accordance with the provisions of Title 18A of the New Jersey Statutes, the State Board of Education regulations, Board policy, and the applicable evaluation instrument.

8. HEALTH BENEFITS

The Board shall provide to Frost and his eligible dependents, if any, the cost of major medical (including prescription), hospitalization and dental benefits as are provided in general to other employees in the school district.

Pursuant to applicable law and regulation, Frost shall contribute an amount towards payment of premiums. If Frost enrolls in the New Jersey Educator's Health Plan or the Garden State Health Plan he shall make the maximum required statutory contributions under those plans.

Frost, at his discretion, may waive health insurance coverage. In the event he waives coverage, the Board shall provide reimbursement consistent with other employees in the District. The payment will be pro-rated in accordance with the timing of the waiver.

9. LEAVES AND HOLIDAYS

a. Sick leave. Frost shall be entitled to twelve (12) sick days per year with full pay. Any unused days shall accumulate from year to year. Should Frost retire during the term of this Agreement, he shall be reimbursed for any accumulated unused days at the rate of two hundred dollars ($200) per day, to a maximum of ten thousand dollars ($10,000). Any such payment shall be made within sixty (60) days of Frost's last day of employment.

b. Personal leave. Frost shall be entitled to three (3) personal days per year at times approved by the Superintendent. Unused days are not permitted to be rolled over in a future contract year.

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c. Vacation. Frost shall receive twenty-three (23) vacation days annually and may carry forward ten (10) to the following school year for future use but not for reimbursement. Vacation days may be taken with the prior approval of the Superintendent. Frost shall be entitled to payment of the pro-rated earned but unused vacation days upon his separation from employment with the Board, in the year of separation, with such days paid at the rate of 1/260th of Frost's base salary. Payment shall be made by the Board within sixty (60) days of the date of separation.

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

e. Holidays. Effective July 1, 2024, Frost shall be entitled to the same number of paid holidays as is provided to administrators employed by the Board in general. For the 2024-2025 school year, the designated holidays are:

DESIGNATED HOLIDAYS	CELEBRATED ON
Independence Day	Thursday, July 4
Labor Day	Monday, September 2
Rosh Hashanah	Thursday, October 3
NJEA Convention Days (2 days)	Thursday, November 7 & Friday, November 8
Thanksgiving Break (2 days)	Thursday, November 28 & Friday, November 29
Christmas Eve	Tuesday, December 24
Christmas Day	Wednesday, December 25
New Year's Day	Wednesday, January 1
Martin Luther King, Jr. Day	Monday, January 20
Presidents' Day	Monday, February 17
Good Friday	Friday, April 18
Memorial Day	Monday, May 26

10. PROFESSIONAL DEVELOPMENT

a. Membership in professional organizations. The Board shall pay all fees for Frost's membership in the following organizations:

i. Association of School Business Officials,

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ii. New Jersey Association of School Business Officials,

iii. Bergen County Association of School Business Officials, and

iv. New Jersey Association of School Administrators.

b. Attendance at workshops, conferences, seminars, and conventions. Frost may attend professional meetings of the organizations identified above. With prior approval of the Superintendent and Board, Frost may take professional development courses and/or programs by organizations other than the professional organizations listed above, provided the courses or programs relate to Frost's duties. Frost may attend conventions, including national, 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.

c. Maximum reimbursement. Reimbursement by the Board for Frost's travel and expenses, professional development, professional organization memberships, dues, and conferences shall not exceed four-thousand dollars ($4,000) without the approval of the Superintendent and Board.

11. LAPTOP AND CELLULAR TELEPHONE

The Board shall provide Frost with a laptop computer for his use in connection with his duties as set forth under Paragraph 5 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. Frost shall be responsible for the care of said equipment. In addition, the Board shall provide a cellular telephone for Frost's exclusive use for business purposes only and the Board will select a plan for cell phone usage and the expenses for the same shall be paid by the Board.

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12. REVOCATION CLAUSE

The Parties hereto agree that in the event that Frost'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 Frost is lawfully precluded from performing his duties by any Judgment, Order or direction of any court of competent jurisdiction of the Commissioner of Education, all provisions of this Employee Agreement shall terminate and Frost's employment shall cease.

13. MODIFICATION

The terms and conditions of this Employee 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 Employee Agreement shall not create a new agreement or agreement term but shall only constitute an amendment to the existing Agreement.

14. SAVINGS CLAUSE

If, during the term of this Employee 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.

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15. EXECUTION

Execution of this Agreement by Frost connotes his 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 has agreed to each and every term of this Agreement by resolution at a public meeting of the Board.

TENAFLY BOARD OF EDUCATION

STEPHEN FROST

BY: JOCELYN SCHWARZ
President

Dated: 2/12/24

Dated: 2/2/24

WITNESS:

WITNESS:

Dated: 2/12/2024

Dated: 2/12/24

APPROVED

Certification View

Tracking Number:	681442	**Birth Date:**	21 MAY
SSN:	xxx-xx- 1526	**Email:**	STEPHENFROST21@GMAIL.COM
Name:	Frost Iii, Stephen	**Phone Number:**	732-986-4048

List of all the Certificate(s) issued by NJ Dept. Of Education as of Sun 05/02/2021 at 12:28:19 PM EDT

Seq #	Certificate Type	Endorsement	County code	District code
	Basis code	Month/Year Issued (MM/YYYY)	Month/Year Expiration (MM/YYYY)	Certificate ID
1	CE	0109 - School Business Administrator	00 - BY APPLICANT	0000 - UNKNOWN
	1 - Transcript evaluation	10/2015		1007979
2	Provisional	0109 - School Business Administrator	27 - Morris	4330 - Randolph Township School District
	1 - Transcript evaluation	02/2019	07/2020	1120871
3	Standard	0109 - School Business Administrator	00 - BY APPLICANT	0000 - UNKNOWN
	1 - Transcript evaluation	02/2020		1155307

*** 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

Business Administrator

Detailed Statement of Contract Costs

District: Tenafly Board of Education				
Name/Title: Stephen Frost, School Business Administrator				
Date BOE Authorized Submission to County Office	1/29/2024			
District Grade Span	K-12			
On Roll Students as of 10-15	3617			
Yrs. in District as BA .2 Total Years Exp. In Position 2.3				
Contract Term:	**2023-2024**	**2024-2025**	**Dif.**	**% dif**
Salary				
Salary (Pro-rated for May 1 - June 30, 2024)	$ 35,000	$ 210,000	$ 175,000	500.00%
Longevity	$ -	$ -	$ -	
Shared Service	$ -	$ -	$ -	
Total Annual Salary	$ 35,000	$ 210,000	$ 175,000	500.00%
Additional Salary				
Quantitative Merit Goals	$ -	$ -	$ -	
Qualitative Merit Goals	$ -	$ -	$ -	
Total Additional Salary	$ -	$ -	$ -	
Total Annual Salary plus Additional Salary	$ 35,000	$ 210,000	$ 175,000	500.00%
Board Contribution for Cost of Premiums for:				
Health Insurance	$ -	$ 12,643	$ 12,643	
Prescription Insurance	$ -	$ -	$ -	
Dental Insurance		$ 1,066	$ 1,066	
Vision Insurance	$ -	$ -	$ -	
Disability Insurance	$ -	$ -	$ -	
Long-term Care Insurance	$ -	$ -	$ -	
Life Insurance	$ -	$ -	$ -	
Other Insurance - Describe: COBRA Reimbursement	$ 1,800	$ -	$ (1,800)	-100.00%
Waiver of Benefits	$ -	$ -	$ -	
Section 125 Plan Reimbursements - Describe:	$ -	$ -	$ -	
Board Contribution for Cost of Premiums	$ 1,800	$ 13,709	$ 11,909	661.62%
Employee contribution to health benefits as per law	$ -	$ 4,500	$ -	

Total Health Benefit Compensation	$ 1,800	$ 9,209	$ 11,909	661.62%
Other Compensation				
Travel and Expense Reimbursement (Pro-rated for May 1 - June 30, 2024)	$ 500	$ 4,000	$ 3,500	700.00%
Professional Development (Capped Amount or Estimated Annual Cost)	$ -		$ -	
Tuition Reimbursement	$ -	$ -	$ -	
Mentoring Expenses - Describe:	$ -	$ -	$ -	
National/State/County/Local/Other Dues	$ 3,970	$ 3,970	$ -	0.00%
Subscriptions	$ -	$ -	$ -	
Board Paid Cell Phone or Reimbursement for Personal Cell Phone	$ 100	$ 600	$ 500	
Computer for Home use, including supplies, maintenance, internet	$ 233	$ 1,400	$ 1,167	
Other - Describe:	$ -	$ -	$ -	
Total Other Compensation	$ 4,803	$ 9,970	$ 5,167	107.56%
Sick and Vacation Compensation				
Max Paid for Unused Sick Leave Upon Retirement	$ -	$ 10,000	$ 10,000	
Max Paid for Unused Vacation Leave - Retirement or Separation	$ 2,826.92	$ 18,580.42	$ 15,754	557.27%
Total Sick and Vacation Compensation	$ 2,827	$ 28,580	$ 25,754	911.01%
TOTAL CONTRACT COSTS	$ 44,430	$ 257,760	$ 217,829	490.27%

Tot. Vac.. Days 23 Holidays 14 Personal 3 - Total 41