

BOARD

#1B

RESOLUTION NO. 25760

APPOINTMENT OF PAUL J. SAXTON AS INTERIM SUPERINTENDENT

BE IT RESOLVED, that the Fort Lee Board of Education hereby appoints Paul J. Saxton, as Interim Superintendent for the term August 20, 2013 to June 30, 2014 for the terms and conditions specified.

DATED: August 19, 2013
Attachment

Motion by: Mr. David Sarnoff

Seconded by: Mr. Joseph Surace

Motion Passed

Motion Failed

| ROLL CALL | AYES | NAYS | ABSENT | ABSTAINED |
|------------------------|------|------|--------|-----------|
| MRS. ESTHER HAN SILVER | X | | | |
| MR. CARMELO LUPPINO | | | X | |
| MRS. HOLLY MORELL | X | | | |
| MRS. CANDACE ROMBA | X | | | |
| MR. DAVID SARNOFF | X | | | |
| MR. PETER SUH | | | X | |
| MR. JOSEPH SURACE | X | | | |
| MS. HELEN YOON | X | | | |
| MR. YUSANG PARK | X | | | |



STATE OF NEW JERSEY
DEPARTMENT OF EDUCATION
BERGEN COUNTY OFFICE
ONE BERGEN COUNTY PLAZA
3RD FLOOR - ROOM 350
HACKENSACK, NJ 07601-7076
201-336-6875
FAX 201-336-6880

CHRIS CHRISTIE, GOVERNOR
KIM GUADAGNO, LT GOVERNOR

CHRISTOPHER D. CERF, COMMISSIONER
SCOTT RIXFORD, INTERIM EXECUTIVE COUNTY SUPERINTENDENT

August 16, 2013

Mr. Robert Brown, Interim Business Administrator/ Board Secretary
Fort Lee School District
2175 Lemoine Avenue
Fort Lee, NJ 07024

Re: Interim Superintendent Employment Contract

Dear Mr. Brown:

I have reviewed the employment contract for Paul J. Saxton, Interim Superintendent, Fort Lee School District in accordance with N.J.S.A. 18A:7-8(j) and to determine compliance with the standards adopted by the Commissioner of Education at N.J.A.C. 6A:23A-3.1. Based upon my review, I have determined that those provisions of the contract subject to my review are in compliance with applicable laws and regulations. Therefore, I approve the contract for the period commencing on August 20, 2013 through June 30, 2014.

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.*

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Rixford".

Scott Rixford
Interim Executive County Superintendent

SR/HPW/kem

c: Board President (Letter ONLY)
Board Attorney

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT is made and entered into this 20th day of August, 2013 by and between the

FORT LEE BOARD OF EDUCATION with offices located at 2175 Lemoine Avenue, Fort Lee, New Jersey 07024 (hereinafter the "Board")

AND

PAUL J. SAXTON, (hereinafter the Interim Superintendent).

NOW THEREFORE the Board and the Interim Superintendent, for the consideration herein specified, agree as follows:

In consideration of mutual promises contained within this Agreement, the Interim Superintendent agrees to perform the professional services set forth in paragraph 2B with the standard of professional care and skill customarily provided in the performance of such services. In return, the Board agrees to pay the Interim Superintendent such amounts as are specified upon the conditions which follow.


1. **TERM:**

The Interim Superintendent accepts employment as Interim Superintendent of Schools, effective August 20, 2013 through June 30, 2014 at midnight and agrees to work a full-time schedule, and such additional time as deemed necessary in consultation with the Board President.

2. **CERTIFICATION AND RESPONSIBILITIES:**

- A. The Interim Superintendent shall hold a valid, permanent certification to act as Interim Superintendent of Schools as requested by the New Jersey State Board of Education, and will continue to hold the appropriate certificate in full force and effect during the entire term of employment.
- B. The Interim Superintendent shall be the Chief Executive and administrative officer of the Board and shall have general responsibility over all aspects including fiscal operations and instructional programs of the District.

All duties assigned to the Interim Superintendent should be appropriate to and consistent with the professional role and responsibility of the Interim Superintendent.

APPROVED 
Executive County
Superintendent of Schools

The Interim Superintendent shall perform the duties of a Superintendent in accordance with the laws of the State of New Jersey, and the policies, practices, rules, regulations and directives established by the Board.

3. COMPENSATION:

- A. Salary: The Board shall pay the Interim Superintendent a salary of Six Hundred Forty Four Dollars and Twenty Three Cents (\$644.23) per day for each day worked for the term of this Agreement. A day shall consist of eight (8) hours. The Interim Superintendent shall also attend up to three (3) evening meetings of the Board or its Committees, without additional compensation other than the per diem salary set forth herein. The total compensation for the Interim Superintendent may not exceed One Hundred Sixty-Seven Thousand, Five Hundred (\$167,500.00) Dollars, prorated.

Any adjustment in salary made during the life of this Interim Superintendent Agreement shall be in the form of an Amendment, receive the prior approval of the Executive County Superintendent, and shall become part of this Interim Superintendent Agreement, but it shall not be deemed that the Board and the Interim Superintendent have entered into a new Interim Superintendent Agreement.

4. BENEFITS


- A. Expense Reimbursement:

The Board shall reimburse the Interim Superintendent for expenses incurred for travel in the performance of the Interim Superintendent's duties under this Contract of Employment in accordance with law. Mileage shall be paid from mileage vouchers according to "New Jersey Office of Management and Budget" rates per mile. The Interim Superintendent shall be reimbursed for expenses pursuant to Board policy, upon prior approval of the Board, and pursuant to N.J.S.A. 18A:11-12 and regulations promulgated thereunder.

- B. Memberships:

The Board agrees to reimburse the Interim Superintendent for his membership fees for NJASA for the term of this Employment Contract.

- C. The Interim Superintendent shall not be entitled to any benefits or payments therefor, including but not limited to, health benefits, paid leaves of absence, paid holidays, paid vacations, pension, or other benefits except for the per diem compensation set forth above.

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Executive County
Superintendent of Schools

5. PROFESSIONAL LIABILITY:

The Board agrees that it shall defend, hold harmless and indemnify the Interim Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Interim Superintendent in his official capacity as an agent of the Board, provided the incident arose while the Interim Superintendent was acting within the scope of this Agreement and, as such, liability coverage is within the authority of the Board to provide under State law. In the event the Interim Superintendent is subject to criminal proceedings brought against him in his official capacity as an agent of the Board, the Board shall not be responsible to defend him or hold him harmless for the costs and expense incurred in the defense of such criminal charges unless the final disposition of such charges are in favor of the Interim Superintendent.

6. RENEWAL/EXTENSION OF EMPLOYMENT CONTRACT:

Any notice of renewal or extension of this Employment Contract shall be agreed by and between the Board and the Interim Superintendent on terms and conditions as agreed by the parties.

7. TERMINATION:


- A. Mutual agreement of the parties; and/or
- B. Upon thirty (30) days' written notice without cause by either party; and/or
- C. In the event that the Interim Superintendent's certificate is revoked, this Employment Contract shall become null and void as of the date of revocation; and/or
- D. Actions consistent with law.

8. COMPLETE AGREEMENT:

This Employment Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties.

9. CONFLICTS:

In the event of any conflict between the terms, conditions and provisions of this Employment Contract and the provisions of the Board's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Employment Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of this Employment Contract.

| |
|--|
| APPROVED  |
| Executive County Superintendent of Schools |

10. SAVINGS CLAUSE:

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

WHEREAS, a duly authorized officer of the Board has approved the terms and conditions of this Employment Contract, and

WHEREAS, the Interim Superintendent has approved the terms and conditions of this Employment Contract, and


IN WITNESS WHEREOF, the parties set their hands and seals to this Employment Contract, effective on the day and year first above written.

Witness:

Paul J. Saxton
Interim Superintendent

Robert Brown
Interim Board Secretary

Yusang Park, President
BOARD OF EDUCATION

APPROVED 
Executive County
Superintendent of Schools

INTERIM SUPERINTENDENT

Detailed Statement of Contract Costs

District: Fort Lee Board of Education
 Name: Paul J. Saxton
 Date BOE Authorized Submission to County Office
 District Grade Span
 On Roll Students as of 10-15

| |
|-----------|
| 8/14/2013 |
| K-12 |
| 3810 |

Contract Term:

| Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---------|---------|---------|---------|---------|
| 2013-14 | 2014-15 | 2015-16 | 2016-17 | 2017-18 |

Salary

| | | | | | | | |
|---------------------------------|-----------|---|-----------|-----------|-----------|-----------|-----------|
| Base Salary: | \$ | | \$ - | \$ - | \$ - | \$ - | \$ - |
| High School | \$ | - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Longevity | \$ | - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Shared Service | \$ | - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Total Pensionable Salary | \$ | | \$ | \$ | \$ | \$ | \$ |

Additional Salary

| | | | | | | | |
|--|-----------|---------------------|-----------|-----------|-----------|-----------|-----------|
| Quantitative Merit Goals | \$ | | \$ - | \$ - | \$ - | \$ - | \$ - |
| Qualitative Merit Goals | \$ | - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Additional Compensation - Describe: Not to exceed \$644.23/day - total salary not to exceed \$167,500.00, prorated | | \$644.23 | \$ - | \$ - | \$ - | \$ - | \$ - |
| Total Salary Compensation | \$ | \$145,381.00 | \$ | \$ | \$ | \$ | \$ |

Board Contribution for Cost of Premiums for:

| | | | | | | | |
|--|-----------|----------|-----------|-----------|-----------|-----------|-----------|
| Health Insurance | \$ | | \$ - | \$ - | \$ - | \$ - | \$ - |
| Prescription Insurance | \$ | - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Dental Insurance | \$ | - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 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 | \$ | - | \$ | \$ | \$ | \$ | \$ |

| | | | | | | | | | | |
|--|----|---------------------|----|---|----|---|----|---|----|---|
| Employee contribution to health benefits as per law | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |
| Total Health Benefit Compensation | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |
| <u>Other Compensation</u> | | | | | | | | | | |
| Expense Reimbursement/Professional Development (Estimated Cost) | \$ | 1,000 | \$ | - | \$ | - | \$ | - | \$ | - |
| Tuition Reimbursement | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |
| Mentoring Expenses - Describe: | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |
| Membership Fees | \$ | 1,890 | \$ | - | \$ | - | \$ | - | \$ | - |
| Subscriptions | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |
| Board Paid Cell Phone or Reimbursement for Personal Cell Phone | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |
| Computer for Home use, including supplies, maintenance, internet | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |
| Other - Describe: | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |
| Total Other Compensation | \$ | 2,890 | \$ | - | \$ | - | \$ | - | \$ | - |
| <u>Sick and Vacation Compensation</u> | | | | | | | | | | |
| Max Paid for Unused Sick Leave Upon Retirement | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |
| Max Paid for Unused Vacation Leave - Retirement or Separation | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |
| Total Sick and Vacation Compensation | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |
| TOTAL CONTRACT COSTS | | \$148,271.00 | | | | | | | | |

**TERMINATION OF DR. SHARON AMATO'S
INTERIM SUPERINTENDENT CONTRACT**

BE IT RESOLVED, that the Fort Lee Board of Education hereby terminates, Dr. Sharon Amato's Interim Superintendent contract effective August 19, 2013. The Board hereby thanks Dr. Amato for her dedicated service to the Fort Lee Community.

DATED: August 19, 2013

Motion by: Mrs. Esther Han Silver

Seconded by: Mrs. Holly Morell

Motion Passed

Motion Failed

| ROLL CALL | AYES | NAYS | ABSENT | ABSTAINED |
|------------------------|------|------|--------|-----------|
| MRS. ESTHER HAN SILVER | X | | | |
| MR. CARMELO LUPPINO | | | X | |
| MRS. HOLLY MORELL | X | | | |
| MRS. CANDACE ROMBA | X | | | |
| MR. DAVID SARNOFF | X | | | |
| MR. PETER SUH | | | X | |
| MR. JOSEPH SURACE | X | | | |
| MS. HELEN YOON | X | | | |
| MR. YUSANG PARK | X | | | |

**APPROVAL OF PAYMENT TO DR. SHARON AMATO
AS INTERIM SUPERINTENDENT**

BE IT RESOLVED, that upon the recommendation of the Interim Superintendent, the Fort Lee Board of Education hereby approves payment to Dr. Amato of \$1,009.44 in accordance with her employment contract with the Fort Lee Board of Education as Interim Superintendent.

DATED: August 19, 2013

Motion by: Mr. Joseph Surace

Seconded by: Mrs. Holly Morell

Motion Passed

Motion Failed

| ROLL CALL | AYES | NAYS | ABSENT | ABSTAINED |
|------------------------|------|------|--------|-----------|
| MRS. ESTHER HAN SILVER | X | | | |
| MR. CARMELO LUPPINO | | | X | |
| MRS. HOLLY MORELL | X | | | |
| MRS. CANDACE ROMBA | X | | | |
| MR. DAVID SARNOFF | X | | | |
| MR. PETER SUH | | | X | |
| MR. JOSEPH SURACE | X | | | |
| MS. HELEN YOON | X | | | |
| MR. YUSANG PARK | X | | | |