



STATE OF NEW JERSEY  
DEPARTMENT OF EDUCATION  
UNION COUNTY OFFICE  
300 NORTH AVENUE EAST  
WESTFIELD, NEW JERSEY 07090  
PHONE: 908-654-9860  
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CHRIS CHRISTIE  
GOVERNOR

KIM GUADAGNO  
LT. GOVERNOR

DAVID C. HESPE  
COMMISSIONER

KATHLEEN C. SERAFINO, PH.D.  
INTERIM EXECUTIVE COUNTY SUPERINTENDENT

June 19, 2014

Mr. Gregory Tatum  
Interim Superintendent of Schools  
Union Board of Education  
2369 Morris Avenue  
Union, NJ 07083

Dear Mr. Tatum:

I have reviewed the employment contract for Gregory Tatum, Interim Superintendent, 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 a period commencing on July 1, 2014 through the date a permanent Superintendent is appointed.

If there are any changes to the terms of this contract, you will need to submit it to Dr. Kathleen C. Serafino, Executive County Superintendent, for review and approval prior to the required public notice and hearing of such changes.

Once the board has approved the contract, an original signed contract is to be sent to my office.

Thank you.

Sincerely yours,

Handwritten signature of Kathleen C. Serafino in cursive script.  
Kathleen C. Serafino, Ph.D.  
Executive County Superintendent

## **EMPLOYMENT CONTRACT FOR INTERIM SUPERINTENDENT**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between the Township of Union Board of Education, with administrative offices located at 2369 Morris Avenue, Union, New Jersey and Gregory Tatum (hereinafter "Mr. Tatum").

### **WITNESSETH:**

**WHEREAS**, the Board desires to retain the services of Mr. Tatum as Interim Superintendent for the Township of Union School District and Mr. Tatum has agreed to serve in this capacity; and

**WHEREAS**, the Board and Mr. Tatum wish to embody in this Contract the terms and conditions of their Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Board and Mr. Tatum hereby agree as follows:

### **ARTICLE I EMPLOYMENT**

A. The Board hereby agrees to employ Mr. Tatum as Interim Superintendent effective July 1, 2014 through the date a permanent Superintendent is appointed.

B. The annual salary for Mr. Tatum shall be \$162,953 (ONE HUNDRED SIXTY TWO THOUSAND NINE HUNDRED FIFTY THREE and 00/100 Dollars).

C. In addition to the base salary set forth above, Mr. Tatum shall receive a stipend of \$10,000 per year, prorated, which shall be reported as pensionable salary for purposes of the New Jersey Teachers Pension and Annuity Fund (TPAF), for the period of time he serves as Interim Superintendent.

## **ARTICLE II**

### **DUTIES**

In consideration of the employment and salary benefits established herein Mr. Tatum hereby agrees to the following:

A. To faithfully perform the duties of Interim Superintendent in accordance with the Laws of the State of New Jersey, Rules and Regulations adopted by the State Board of Education, existing Board policies and those which are adopted by the Board from time-to-time. The specific job description adopted by the Board, applicable to the position of Superintendent is incorporated by reference into this contract and shall be followed by Mr. Tatum.

B. To devote his professional time, skills, labor and attention to this employment during the term of this contract. However, Mr. Tatum may also lecture, engage in writing activities and speaking engagements and engage in other activities which are of a short-term duration if he obtains prior approval of the Board of Education, which approval shall not be unreasonably withheld if the activities do not interfere with the performance of his duties to the district.

C. To carry out the duties as may be assigned to him from time-to-time by the Board of Education and to make reports to the Board as directed by the Board from time-to-time as may be required.

D. Mr. Tatum shall attend working sessions, regular and special meeting of the Board without additional compensation, and any other meetings related to negotiations sessions with employee groups, grievance meetings, committee meetings and other meetings relevant to his job functions as directed by the Board of Education.

E. Mr. Tatum shall attend those county, regional and state meetings that are necessary to keep him informed of current matters affecting the functions of the Board. The registration fees for these meetings shall be paid by the Board. Reimbursements for travel or other expenses shall be processed in accordance with applicable OMB circulars, State and Federal Regulations and Board policy.

### **ARTICLE III CERTIFICATION**

Mr. Tatum represents that he is certified by the New Jersey State Board of Examiners to serve as an the Chief School Administrator in the State of New Jersey, and that he shall maintain his certification in full force and effect throughout the life of this Agreement. If said certificate is revoked during the term of this Agreement, this Agreement shall henceforth be null and void and Mr. Tatum's employment shall immediately terminate.

#### **ARTICLE IV SICK DAYS**

Mr. Tatum shall receive twelve (12) sick leave days annually. Unused sick leave shall be cumulative, to a maximum of fifteen (15) days in accordance with the provisions of Title 18A. After fifteen (15) years or more of continuous service with the Township of Union Board of Education, and upon regular retirement, Mr. Tatum shall be compensated at a rate of \$125 per day to a maximum payment of \$15,000 which shall be deposited into a designated 403(b) post-retirement account. This Article shall conform to the requirements of *N.J.S.A. 18A:30-3.5*, as amended and supplemented. Payments, if any, shall be made based upon a 260 day year (1/260<sup>th</sup>).

#### **ARTICLE V ASSOCIATION DUES/CONFERENCES**

Mr. Tatum shall be entitled to have certain professional expenses, including dues for professional associations paid by the Board. These dues shall be limited to N.J.A.S.A. and A.A.S.A. The Board will also pay for attendance at two state conventions with sufficient prior notice for the Board of Education's final approval. Reimbursements for travel or other expenses shall be processed in accordance with applicable OMB circulars, N.J.S.A.18A:11-12, State and Federal Regulations and Board policy. Mr. Tatum shall submit a detailed voucher and a report to the board for each conference or convention, which shall be reviewed for compliance prior to said reimbursement.

**ARTICLE VI  
AUTOMOBILE AND OTHER JOB-RELATED EXPENSES**

Mr. Tatum shall be required to use his personal automobile for Board of Education business, as needed or as directed, at the employee's own cost and expense. Employee shall be responsible to pay for all ordinary out-of-pocket expenses associated with the use of his personal automobile for Board of Education business, including tolls. Reimbursements for travel and other expenses shall be processed in accordance with OMB circular, N.J.S.A. 18A:11-12, State and Federal Regulations and Board Policy.

**ARTICLE VII  
VACATION DAYS**

Mr. Tatum shall be entitled to twenty-five (25) vacation days for the 2014-2015 school year. Mr. Tatum shall take vacation time only after prior review and approval of the Board of Education. Vacation leave accrued after June 8, 2007 can be carried over for up to one year, where required by business demands. Annual payout of vacation leave is not permitted. Upon retirement or other separation from employment, Mr. Tatum shall be compensated for all his accumulated and unused vacation days up to a maximum of twenty-five (25) days. Vacation days are compensated at the daily rate of pay at time of severance and said calculation shall be based upon a 260 day year (1/260<sup>th</sup>). Said days may be paid to the individual's estate or beneficiaries in the event of the individual's death prior to separation.

**ARTICLE VIII  
HOLIDAYS AND LEAVES OF ABSENCE**

Mr. Tatum shall receive seventeen (17) paid holidays per year. The annual calendar of holidays shall be developed and approved by the Board of Education each year.

Mr. Tatum may apply for a leave of absence without pay. Leaves of absence are subject to the review and approval of the Township of Union Board of Education. Said leaves shall be in accordance with State and Federal laws, as applicable.

#### **ARTICLE IX PERSONAL DAYS**

Mr. Tatum shall be entitled to six (6) personal days per contract year. Unused personal days shall convert to accumulated sick days on June 30 of each year to a maximum of fifteen (15) days carryover. Whenever possible, he should advise the Board of Education of the need for such a day in advance. In case of an emergency the Superintendent shall be called as soon as possible.

#### **ARTICLE X BEREAVEMENT LEAVE**

Mr. Tatum shall be entitled to up to five (5) days absence out of seven (7) consecutive days for each death in the immediate family, or because of death in the immediate family of spouse, without loss of salary. These days are not accumulated from year to year. The term "immediate" means: wife, husband, grandchild, parent, child, grandparent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law and others who are permanent members of the employee's household.

#### **ARTICLE XI HEALTHCARE BENEFITS**

Throughout the term of this Employment Contract, the Board shall provide Mr. Tatum with full family health insurance coverage (presently Blue Cross/Blue Shield) and dental care (presently Delta Dental). Mr. Tatum shall reimburse the Board of Education, via payroll deduction, in the minimum amount as set forth in P.L. 2011, c. 78, as amended and supplemented.

**ARTICLE XII  
TUITION REIMBURSEMENT**

Mr. Tatum shall be reimbursed, after receiving a grade of "B" or above, for tuition for graduate education while enrolled in a doctoral program, at an accredited institution of higher education as defined in N.J.A.C. 6A:9-2.1. All courses shall be approved by the Board of Education in advance.

**ARTICLE XIII  
CELLULAR PHONE**

The Board shall provide the Interim Superintendent, at Board expense, with a cellular phone which shall remain the property of the Board.

**ARTICLE XIV  
EVALUATION**

Mr. Tatum shall be evaluated at least annually by the Board of Education in accordance with the provisions of Title 18A.

**ARTICLE XV  
TERMINATION**

Notwithstanding any other provisions of this Agreement, either party hereto may elect, at their sole option, to terminate upon the giving of not less than sixty (60) days' notice of such termination to the other party. Such notice of termination shall be in writing and sent certified mail, return receipt requested or by personal delivery by the party electing to terminate pursuant to the Article.



**ARTICLE XVI  
MODIFICATION OF CONTRACT TERMS**

The terms and conditions of the Contract shall not be modified, except by the written consent of both parties hereto, and consent of the County Executive Superintendent, provided further that the consent of the board can only be given by means of a lawfully adopted resolution.

**ARTICLE XVII  
ENTIRE AGREEMENT**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues, which were or could have been subject to negotiations.

**ARTICLE XVIII  
NEW JERSEY LAW**

This Agreement shall be construed in accordance with the provisions of the laws of New Jersey.

**ARTICLE XIX  
SEPARABILITY**

In the event that any provision of this Contract is deemed to be illegal by a court or agency of competent jurisdiction then the remaining provisions shall remain in full force and effect.

**ARTICLE XX  
EFFECT OF CONTRACT**

This Contract is a tentative agreement and is specifically contingent upon the approval of the Executive County Superintendent of Schools. The terms of this Contract shall have no force or effect until such approval is granted.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals or caused these present to be signed by their proper corporate officers and the proper corporate seal affixed hereto the day and year first above written.

ATTEST:

TOWNSHIP OF UNION BOARD OF EDUCATION

\_\_\_\_\_

By: \_\_\_\_\_

Francis R. Perkins,  
Board President

\_\_\_\_\_

\_\_\_\_\_

Gregory Tatum,  
Interim Superintendent

## INTERIM SUPERINTENDENT

### Detailed Statement of Contract Costs

District: Twp of Union Board of Education				
<b>Name: Gregory Tatum</b>				
Job Title: Interim Superintendent				
District Grade Span	K-12			
On Roll Students as of 10-15	7500			
Contract Term:	2013-2014	2014-2015	Difference	% Inc
<b>Salary</b>				
Base Salary	\$ 159,758	\$ 162,953		
Subcontracted Services	\$ -	\$ -		
<b>Additional Compensation - Describe: Interim Superintendent Stipend prorated</b>	\$ -	\$ 10,000		
Total Pensionable Salary	\$ 159,758	\$ 172,953	\$ 13,195	8.26%
<b>Additional Salary</b>				
Quantitative Merit Goals	\$ -	\$ -		
Qualitative Merit Goals	\$ -	\$ -		
Stipend - Describe <b>doctoral stipend</b>	\$ -			
Additional Compensation - Describe:	\$ -			
Total Non-Pensionable Salary	\$ -	\$ -	\$ -	#DIV/0!
Total Salary (pensionable + non-pensionable)	\$ 159,758	\$ 172,953	\$ 13,195	8.26%
<b>Total Cost of Premiums (Board + employee contribution) for:</b>				
Health Insurance - none waived	\$ -	\$ -		
Prescription Insurance	\$ -	\$ -		
Dental Insurance	\$ 1,164	\$ 1,164		
Vision Insurance	\$ -	\$ -		
Disability Insurance	\$ -	\$ -		
Long-term Care Insurance	\$ -	\$ -		
Life Insurance	\$ -	\$ -		
Other Insurance - Describe:	\$ -	\$ -		
Total Cost of Premiums	\$ 1,164	\$ 1,164	\$ -	0.00%
Employee contribution to health benefits as per law	\$ 1,164	\$ 1,164	\$ -	0.00%
Net Total Board Health Benefit Compensation	\$ -	\$ -	\$ -	#DIV/0!
<b>Other Compensation</b>				
Waiver of Benefits	\$ -	\$ -		
Travel and Expense Reimbursement (Estimated Annual Cost)	\$ 750	\$ 750		
Professional Development (Capped Amount or Estimated Annual Cost)	\$ 750	\$ 750		
Tuition Reimbursement	\$ 21,000			
Mentoring Expenses - Describe:	\$ -	\$ -		
National/State/County/Local/Other Dues	\$ 1,600	\$ 1,600		
Subscriptions	\$ -	\$ -		
Board Paid Cell Phone or Reimbursement for Personal Cell Phone	\$ 900	\$ 900		
Computer for Home use, including supplies, maintenance, internet	\$ -	\$ -		
Other - Describe:	\$ -	\$ -		
Total Other Compensation	\$ 25,000	\$ 4,000	\$ (21,000)	-84.00%
<b>Sick and Vacation Compensation</b>				
Maximum Payment for Unused Sick Leave Upon Retirement	\$ 15,000	\$ 15,000		
Maximum Payment for Unused Vacation Leave - Retirement or Separation	\$ 15,361	\$ 16,630		
Total Sick and Vacation Compensation	\$ 30,361	\$ 31,630	\$ 1,269	
<b>TOTAL CONTRACT COSTS</b>	<b>\$ 215,119</b>	<b>\$ 208,583</b>	<b>\$ (6,536)</b>	<b>-3.04%</b>