

EMPLOYMENT AGREEMENT

Between

THE READINGTON TOWNSHIP BOARD OF EDUCATION

And

DONALD THORNTON

This Employment Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2014 by and between the Readington Township Board of Education whose principal offices are located at 52 Readington Road, Whitehouse Station, New Jersey 08889 (hereinafter referred to as the "Board"), and Donald Thornton, (hereinafter referred to as "Thornton").

WITNESSETH:

WHEREAS, the Board and Thornton are desirous of entering into an Employment Agreement which sets forth the terms and conditions of employment for the position of Facilities Manager;

NOW, THEREFORE, in consideration of the foregoing premises and mutual promises and covenants hereinafter set forth, the parties agree that the following paragraphs shall constitute the terms and conditions of the Employment Agreement.

1. TERM

The Board hereby employs and Thornton hereby accepts employment as Facilities Manager for the period beginning July 1, 2014 and ending on June 30, 2015.

2. COMPENSATION

a. The Board shall pay Thornton an annual prorated salary of One Hundred Seven Thousand One Hundred Sixty-Four Dollars (\$107,164) for the term of this Employment Agreement.

b. Salary shall be paid in installments in accordance with the schedule of payments in effect for other Board employees.

c. The Board agrees to reimburse Thornton for work-related travel 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. The responsibility for record keeping and allocation of business and personal travel for tax purposes shall be solely Thornton's, except as otherwise required by law.

### 3. PROFESSIONAL CERTIFICATION

Prior to commencement of employment under this Employment Agreement, Thornton shall provide the Board with documentation that he is a certified educational facilities manager in accordance with N.J.S.A. 18A:17-49 to 52. Thornton shall also maintain his Black Seal license during the term of this Employment Agreement. In the event that Thornton's administrator's certificate is revoked, this Employment Agreement is null and void.

### 4. DUTIES

Thornton agrees to give his best professional services and faithfully perform the duties of the Facilities Manager for the public schools of the Readington Township School District as prescribed by the laws of the State of New Jersey and the rules and regulations adopted by the Board.

### 5. LEAVES OF ABSENCE

#### a. Vacations

1. Thornton shall be granted twenty-two (22) vacation days annually at a time approved by the Superintendent and will earn same at the rate of 1.8 days per month.

2. Vacation can be taken at any time during the contract year with the approval of the Superintendent.

3. Thornton may accumulate unused vacation time from one year to the next; however, the total number of accumulated days may not exceed ten (10) as of August 31 of any contract year. If on July 1 of any year the total number of accumulated vacation days exceeds ten (10), excess days must be used prior to August 31.

4. If, at separation of employment, Thornton has exceeded the number of earned vacation days, he shall compensate the Board for all unearned vacation days at a per diem rate of 1/260 of his current salary.

5. Upon separation of employment from the District, Thornton or his estate shall be compensated for his cumulative earned vacation days at a rate of 1/260 of his current salary per day.

6. The Superintendent shall be responsible for maintaining the records of Thornton's earned and accrued vacation days.

b. Holidays

Thornton shall receive eleven (11) prorated paid holidays in accordance with the District's scheduled holidays. Thornton shall also receive days off with pay for the Winter Recess as defined by the school district's calendar.

c. Sick Leave

Thornton shall be entitled to twelve (12) sick days prorated annually. Unused sick leave days shall be accumulated from year to year with no maximum limit. The Superintendent shall be responsible for maintaining the records of Thornton's earned and accrued sick days.

d. Bereavement Leave

Thornton shall be granted up to five (5) work days per death prorated per contract year, if necessary, because of a death in the immediate family. Immediate family shall be defined as spouse, child, step-child, grandchild, parent, step-parent, sibling, grandparent, aunt, uncle, son-in-law, daughter-in-law, mother-in-law, father-in-law, or any other member of the immediate household. Thornton may use any unused emergency family leave permitted under subparagraph (e) below where additional bereavement days may be necessary during the school year.

e. Emergency Leave

Thornton shall be granted up to a maximum of four (4) work days prorated per contract year because of serious illness or accident in the immediate family.

f. Personal Leave

Thornton shall be granted three (3) work days leave from his duties for personal reasons prorated for each contract year. Thornton shall give notice to the Superintendent at least three (3) work days before such leave is taken, except in the case of an emergency. Any personal day unused by the end of the school year shall be added to Thornton's accumulated sick leave bank.

6. MEDICAL BENEFITS/INSURANCE

a. The Board shall pay the premium cost for health benefits for Thornton and his dependents under the District's Health Benefits Plan. Effective January 1, 2014, the Board shall pay the premium cost for health benefits for Thornton and his dependents under the NJ Direct 15 plan offered by the School Employees' Health Benefits Program. Thornton shall pay one hundred percent (100%) of any premium cost that exceeds the cost of the NJ Direct 15 plan. During the term of this Employment Agreement, Thornton shall pay the contribution required as a

specified percentage of the cost of coverage for health care benefits for his salary range, but not less than 1.5% of his base salary, as required by N.J.S.A. 18A-16-17 and 17.1, as may be amended during the term of this Employment Agreement, which shall be deducted from his salary and paid, in equal installments, in accordance with the payroll schedule for other professional staff.

b. The Board shall pay one-hundred percent (100%) of the premium cost of dental coverage for Thornton and his dependent(s) in accordance with the effective Contract Agreement (or any revised, renewed or replacement Contract Agreement) between the Board and the dental insurance carrier.

c. Prescription drug claims shall be eligible for reimbursement under the District's Health Benefits Plan.

d. The Board shall maintain and bear the administrative costs of a Section 125 plan pursuant to which Thornton would be entitled to contribute pre-tax dollars for health care premium payments, un-reimbursed medical expenses, and dependent care expenses.

e. The Board shall provide disability coverage for Thornton, inclusive of a thirty (30) calendar day elimination period and in accordance with the effective Contract Agreement (or any revised, renewed or replacement Contract Agreement) between the Board and the disability insurance carrier. This benefit was included in Thornton's previous Employment Agreement.

## 7. PROFESSIONAL DEVELOPMENT

a. The Board encourages the continuing professional growth of Thornton through participation in the following:

1. The operations, programs, and other activities conducted or sponsored by local, state, and national school organizations related to school facilities management.

2. Seminars and courses offered by public or private educational institutions.

3. Informational meetings with other persons whose skills or backgrounds would serve to improve the capacity of Thornton to perform his professional responsibilities for the Board.

4. Other activities promoting the professional growth of Thornton.

b. The Board upon the recommendation of the Superintendent may grant to Thornton professional day(s) each contract year to attend meetings, workshops, or other such events that will contribute to Thornton's professional growth and related district goals 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.

8. PROFESSIONAL DUES

The Board shall pay Thornton's membership fees in the New Jersey School Building and Grounds Association. Additional requests for attendance at meetings, workshops, or other such events may be submitted to the Superintendent for recommendation to the Board on a case by case basis.

9. TERMINATION OF AGREEMENT

a. Notice

This Employment Agreement may be terminated by either party for any reason whatsoever by furnishing the other party with written notice sixty (60) days in advance of any intended severance of this Employment Agreement.

b. Discharge for Cause

Thornton may be dismissed without the Board having to invoke the sixty (60) day notice provision of the Employment Agreement if there exists cause for his discharge.

Discharge for cause shall constitute conduct which is seriously prejudicial to the District, including but not limited to neglect of duty, inefficiency, incompetence, conduct unbecoming or other just cause. Notice of discharge for cause without notice shall be given in writing and Thornton shall be entitled to appear before the Board to discuss such causes. If Thornton chooses to be accompanied by legal counsel at such meeting, he shall bear any costs incurred for his representation. Such meeting shall be conducted in Executive Session. Thornton shall be provided a written decision describing the results of the meeting.

10. MODIFICATION OF THE AGREEMENT TERMS

This Employment Agreement embodies the entire agreement between the parties. The terms and conditions of this Employment Agreement shall not be modified except by the written consent of both parties hereto.

11. EVALUATION

The Board's Business Administrator/Board Secretary shall evaluate Thornton annually in accordance with the provisions of Board policy and the applicable evaluation instrument.

12. SAVINGS CLAUSE

If during the term of this Employment 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 a ruling shall remain in force.

**IN WITNESS WHEREOF**, the parties have caused this Employment Agreement to be approved on its behalf by a duly authorized officer, and Thornton has approved this Employment Agreement, effective on the date and year specified in paragraph one above.

WITNESS:

READINGTON TOWNSHIP BOARD  
OF EDUCATION

\_\_\_\_\_  
STEFFI-JO DECASAS  
Business Administrator/Board  
Secretary

BY: \_\_\_\_\_  
DAVID LIVINGSTON  
Board President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

WITNESS:

\_\_\_\_\_  
STEFFI-JO DECASAS  
Business Administrator/Board  
Secretary

\_\_\_\_\_  
DONALD THORNTON  
Facilities Manager

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_