

**AMENDED EMPLOYMENT AGREEMENT**

**between the**

**READINGTON TOWNSHIP BOARD OF EDUCATION**

**and**

**JONATHAN R. HART, PH.D.**

**THIS AGREEMENT** made this \_\_\_\_\_ day of July, 2021 by and between the Readington Township Board of Education, with administrative offices located at 52 Readington Road, Whitehouse Station, New Jersey 08889 (hereinafter referred to as the "Board") and Jonathan R. Hart, Ph.D. (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 on July 1, 2018 and expiring July 1, 2023 (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 the term commencing July 1, 2021 and expiring June 30, 2026; and

**WHEREAS**, the Board and the Superintendent wish to embody in this new 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 Dr. Jonathan R. Hart as Superintendent of Schools for the Readington Township School District for a term retroactive to July 1, 2021, and ending on June 30, 2026.

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. The parties hereto agree that in the event the Superintendent's certification is revoked or otherwise not maintained in full force and effect, the Superintendent will immediately notify the Board and all provisions of this Employment Agreement shall automatically terminate.

3. **DUTIES**

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. The Superintendent shall be the

Chief Executive and Administrative Officer of the Board and shall have general supervision over all aspects of the District's operations, including fiscal operations and instructional programs, and the Superintendent shall keep himself informed as to the condition and progress thereof and, from time to time, shall make reports thereon to the Board, and, when so required, to the Executive County Superintendent, to the Commissioner of Education and to the State Board of Education of New Jersey. The Superintendent shall make recommendations to the Board for the arrangement of the administrative and supervisory staff, including the instruction and business affairs in a manner, which, in his judgment, best serves the District, and, to the extent permitted by law, may make appropriate staffing assignments. The Superintendent shall recommend the selection, placement, transfer, renewal and dismissal of personnel, both instructional and non-instructional, subject to Board approval, and the non-renewal of personnel shall occur upon the Superintendent's notification to the employee and the Board subject to law. The members of the Board individually and collectively will refer to the Superintendent criticisms, complaints and suggestions concerning the operation and management of the District which are called to their attention. The Board will not take any action on any such criticisms, complaints and/or suggestions until they are discussed by the Board members at a scheduled meeting of the

Board. The Superintendent shall have the right to contact the Board Attorney for legal assistance as the need arises in carrying out his 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 himself exclusively to the duties of his office. It is hereby expressly acknowledged and agreed that the Superintendent may continue as an adjunct professor at The College of New Jersey one (1) evening per week outside of his contractual work day. In addition, 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.

**5. COMPENSATION**

For the period from July 1, 2021 through June 30, 2022, the Board shall pay the Superintendent an annual salary of One Hundred Eighty Eight Thousand Five Hundred Forty Four

Dollars (\$188,544). For the period from July 1, 2022 through June 30, 2023, the Board shall pay the Superintendent an annual salary of One Hundred Ninety Two Thousand Three Hundred Fifteen Dollars (\$192,315). For the period from July 1, 2023 through June 30, 2024, the Board shall pay the Superintendent an annual salary of One Hundred Ninety Six Thousand One Hundred Sixty One Dollars (\$196,161). For the period from July 1, 2024 through June 30, 2025, the Board shall pay the Superintendent an annual salary of Two Hundred Thousand Eighty Four Dollars (\$200,084). For the period from July 1, 2025 through June 30, 2026, the Board shall pay the Superintendent an annual salary of Two Hundred Four Thousand Eighty Six Dollars (\$204,086).

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.

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 retirement from the District and subject to a maximum payment of Seven Thousand Five Hundred Dollars (\$7,500), the Board shall pay the Superintendent for his unused, accumulated

sick days at the per diem rate of Seventy Five Dollars (\$75) in accordance with Board Policy and practice for other District administrative employees.

7. **VACATION DAYS**

The Superintendent shall receive twenty (20) vacation days annually, which shall be available to the Superintendent on July 1, 2021 and each July 1<sup>st</sup> 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 five (5) days to the next school year, which must be used by August 31<sup>st</sup> of 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 Superintendent shall work all recess periods unless he uses his vacation leave, except the Winter recess, with the approval of the Board President as she or he determines based on the demands of the District. The Superintendent shall be permitted to take vacation days at any time upon notice to the Board President.

8. **PERSONAL LEAVE**

The Superintendent shall annually be entitled to three (3) days of leave with pay for personal reasons, non-cumulative, in accordance with Board Policy or practice for

other District administrative employees. Unused personal days shall convert to sick leave at the conclusion of the school year subject to a maximum accumulation of fifteen (15) sick leave days per school year.

9. **BEREAVEMENT LEAVE**

The Superintendent shall annually be entitled to three (3) bereavement leave days, non-cumulative, in accordance with Board Policy and practice for other District administrative employees.

10. **FAMILY ILLNESS LEAVE**

The Superintendent shall annually be entitled to a maximum of four (4) emergency leave days per contract year because of serious illness or accident in the immediate family. These days shall be non-cumulative.

11. **HOLIDAYS**

The Superintendent shall receive the following eleven (11) paid holidays in accordance with the District's scheduled holidays: President's Day, Memorial Day, July 4th, Labor Day, Good Friday, Monday after Easter, Thanksgiving, Day After Thanksgiving and three (3) floating holidays.

If any such holiday falls on a day during which attendance is required, an alternate day shall be established by the Board for its celebration.

## 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.

Pursuant to applicable law and regulation, the Superintendent shall contribute an amount toward payment of premiums, which shall be deducted from the Superintendent's salary and paid, in equal installments, in accordance with the payroll schedule for all other professional staff. 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, Conferences, Tuition

Reimbursement: The Superintendent may maintain memberships in such professional associations which, in his judgment, will aide his own professional development as the Superintendent. The Board will pay up to a total of Three Thousand Dollars (\$3,000) for the Superintendent's memberships in any of the following organizations: NJASA, AASA, HCASA and ASCD.

The Superintendent may attend appropriate conferences as a representative of the Board with the prior approval of the Board. Subject to the Board's prior approval, the Board agrees to reimburse the Superintendent for permitted registration fees, travel, meal and lodging expenses for attendance at professional conferences in accordance with Board policy, N.J.S.A. 18A:11-12, 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. The Board shall be responsible for all maintenance and software updates associated with the laptop computer.

In addition, the Superintendent will be reimbursed for cellular telephone usage relating to District business to a maximum of One Hundred Dollars (\$100) per month. This payment shall be subject to all applicable taxes and deductions at the source of wages.

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 him of a duly executed voucher.

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 1<sup>st</sup> 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 him 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 Superintendent's personnel file upon the Superintendent's request.

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, 2026 whether this Employment Agreement shall be renewed for another contracted term. The Superintendent shall notify the Board prior to November 30, 2025 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.

**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:

READINGTON TOWNSHIP BOARD OF  
EDUCATION

\_\_\_\_\_  
JASON BOHM  
Business Administrator/Board  
Secretary

BY \_\_\_\_\_  
LAURA SIMON  
Board President

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

WITNESS:

\_\_\_\_\_  
JASON BOHM  
Business Administrator/Board  
Secretary

\_\_\_\_\_  
JONATHAN R. HART, PH.D.  
Superintendent of Schools

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_