

**EMPLOYMENT CONTRACT**  
**BETWEEN THE EDISON TOWNSHIP BOARD OF EDUCATION**  
**AND**

**Jonathan Toth**

THIS EMPLOYMENT CONTRACT is made and entered into by and between the EDISON TOWNSHIP BOARD OF EDUCATION, with offices located at 312 Pierson Avenue, Edison, NJ 08837 (the "Board") and, Business Administrator/Board Secretary.

WHEREAS, the Board desires to provide the Business Administrator/Board Secretary with a written employment contract in order to enhance administrative stability and continuity within the Edison Township School District ("District"), which the Board believes generally improves the quality of its overall educational program within the District; and

WHEREAS, the Board and the Business Administrator/Board Secretary believe that a written employment contract is necessary to describe their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the educational program of the District;

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

**I. TERM OF CONTRACT**

The Board, in consideration of the promises of the Business Administrator/Board Secretary herein contained, employs and the Business Administrator/Board Secretary hereby accepts, employment as Business Administrator/Board Secretary for a term commencing July 1, 2023 and expiring June 30, 2024.

**II. CERTIFICATION**

The Business Administrator/Board Secretary shall hold a valid certification to serve as Business Administrator/Board Secretary throughout the term of this Employment Contract. In the event that the certificate of the Business Administrator/Board Secretary is revoked, this Employment Contract is null and void as of the date of the revocation.

**III. COMPENSATION**

The Board shall pay the Business Administrator/Board Secretary a salary of Two Hundred Twenty-four Thousand, five hundred dollars (\$224,500) for the term of this Employment Contract. Salary payments shall be made to the Business Administrator/Board Secretary in accordance with the schedule of salary payments in effect for other employees of the Board (currently twice per month).

**IV. PERFORMANCE AND DUTIES**

The Business Administrator/Board Secretary agrees to faithfully perform the duties of his/her position as set forth in the job description for the position of Business Administrator/Board Secretary, and in accordance with all applicable laws, regulations, policies and directives.

## V. WORK DAY

The work day for the Business Administrator/Board Secretary shall be from 8:00 AM until 4:00 PM, except that it is understood that the Business Administrator/Board Secretary is employed for specific tasks and is expected to work beyond the regular work day in order to accomplish such tasks if and when requested by the Board and/or the Superintendent of Schools (“Superintendent”) and/or to accomplish the job duties of the position of Business Administrator/Board Secretary, as such job description may be amended from time to time. The Business Administrator/Board Secretary shall attend all public Board Meetings and other meetings conducted at reasonable times at which the Superintendent requires his participation and/or attendance. Such attendance shall be considered a term of this Employment Contract and no additional compensation shall be provided for such attendance.

## VI. BENEFITS

The Board shall provide the Business Administrator/Board Secretary as part of his compensation, with the following benefits:

### A. Vacation

The Business Administrator/Board Secretary shall be granted twenty-five (25) vacation days. The Business Administrator/Board Secretary may carry over ten (10) unused vacation days from one year to the next. All days carried over must be used in the next year or those days not taken will be forfeited. Use of vacation days shall be scheduled with prior approval of the Superintendent. Upon separation from service, the Business Administrator/Board Secretary shall be entitled to payment for all vacation time currently being carried, not to exceed thirty-five (35) days, at the Business Administrator’s then-current per diem rate (current salary divided by 260).

### B. Holidays

During the regular school year (that is, beginning with the first day of attendance for teachers and ending with the last day of attendance for teachers in a school year), the Business Administrator/Board Secretary work days shall follow the teacher calendar. Days during which school is closed for teachers during the regular school year shall be considered as holidays (non-work days) for the Business Administrator/Board Secretary. Independence Day and Labor Day shall also be considered as holidays for the Business Administrator/Board Secretary. The Business Administrator/Board Secretary agrees and understands that he is expected to report to work on holidays in the event that an emergency or a time-sensitive task requires his immediate attention. During the winter and spring school recesses, the Business Administrator/Board Secretary shall work two (2) days during the winter recess and two (2) days during the spring recess if required by the Superintendent.

### C. Sick Leave

The Business Administrator/Board Secretary shall be provided twelve (12) sick leave days per year. Unused sick leave days shall be carried over from one (1) year to the next and accumulated in accordance with N.J.S.A. 18A:30-1 et seq. In addition, a declining sick day bank of 50 days will be provided at the start of the Business Administrator/Board Secretary’s tenure in Edison and reduced annually by those earned each year of service until this initial sick bank is depleted and replaced by earned sick days.

D. Personal Leave days

The Business Administrator/Board Secretary shall be allowed three (3) personal leave days for the term of this Employment Contract. Personal leave days not used during the year earned shall be rolled into the next year and converted into family leave days. Family leave days shall be converted to sick days upon written request in accordance with N.J.S.A 18A:30-7.

E. Funeral Leave

The Business Administrator/Board Secretary shall be allowed five (5) bereavement leave days for the death of a parent, spouse, partner in a civil union, child or sibling; four (4) bereavement leave days for the death of a grandparent, grandchild, parent-in-law, grandparent-in-law, daughter-in-law or son-in-law; two (2) bereavement leave days for the death of a sibling-in-law; one (1) bereavement leave day for the death of an uncle, aunt, niece, nephew or first cousin. In the event of a death of a student or employee of the Edison Township School System, the Superintendent shall grant sufficient time off to attend the funeral.

F. Medical, Pharmaceutical, and Dental Insurance Benefits

In the event that the Business Administrator/Board Secretary elects to enroll in the Board's medical benefits program and/or pharmaceutical benefits program, and the dental insurance program he/she shall be enrolled in a health care insurance plan and/or pharmaceutical insurance and/or dental insurance plan at the expense of the Board except as follows:

The Business Administrator/Board Secretary shall pay through the withholding of the contribution from the pay, salary, or other compensation, in accordance with current law.

In the event that the Business Administrator/Board Secretary elects not to participate directly in the aforementioned medical benefits program, and/or pharmaceutical benefits program, and/or the dental insurance plan, he/she shall be eligible for waiver benefits in the amount of five thousand (\$5,000.00) dollars if he/she waives the medical benefits program and the pharmaceutical benefits program and five hundred (\$500.00) dollars if he/she waives the dental insurance plan, for the period from the Commencement Date through June 30, 2024 and annually thereafter.

G. Business Related Use of Personal Automobile

It is understood and agreed by the parties that the Business Administrator/Board Secretary's responsibilities as set forth in this contract will necessitate significant travel among the 21 buildings in the district, as well as to various business-related functions and obligations. Accordingly, and as permitted by N.J.A.C. 6A:23A-3.1(e)(14), the Business Administrator/Board Secretary shall be paid a monthly car allowance in the amount of five hundred (\$500) dollars. Such allowance shall be in lieu of any in county mileage reimbursement.

H. Cell Phone

The Board shall provide the Business Administrator/Board Secretary with the use of a smart phone. Incidental personal use of the device by the Superintendent shall be permitted. The Business Administrator/Board Secretary shall be responsible to pay any charges incurred by the Board for calls not related to the performance of duties set forth in this Contract. In consideration of the provision of said cell phone, the Business Administrator/Board Secretary shall have connectivity to be in contact throughout the District as well as when he is out of the District. The Business Administrator/Board Secretary shall return said device to the Board within five (5) days of the termination or expiration of this Contract and any renewals. In lieu of the provided cell phone the Business Administrator/Board Secretary

may be permitted use of his own cell phone instead of a district provided cellular phone with appropriate data allowance, and Business Administrator/Board Secretary will be provided a monthly allocation of one hundred (\$100) dollars to cover costs of said phone and connectivity.

I. Computer

The Board shall provide the Business Administrator/Board Secretary with a computer and necessary peripheral equipment for use while working at home. The Business Administrator/Board Secretary shall return said computer and any necessary peripheral equipment to the Board within five (5) days of the termination or expiration of this contract and any renewals.

J. Tuition Reimbursement

Subject to Superintendent approval, the Board may pay full amount of tuition and fees for any and all graduate level coursework successfully completed during the duration of this contract by the Business Administrator/Board Secretary in advancement of professional knowledge base and personal improvement.

K. Disability Insurance

While the Business Administrator/Board Secretary is employed, the Board shall purchase a disability income policy that will provide a monthly income for life in an amount equal to at least sixty-six (66%) percent of his then current salary in the event he becomes disabled. The cost of this policy will be borne by the Board of Education. The total cost of the policy shall not exceed \$2,500 annually.

L. Professional Growth and Development

The Board encourages the continuing professional growth and development of the Business Administrator/Board Secretary through participation, subject to prior approval of the Board, in the following:

1. The operations, programs, and other activities conducted or sponsored by local, state and national school administrator and/or vocational associations;
2. Seminars and courses offered by public or private educational institutions.
3. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Business Administrator/Board Secretary to perform his professional responsibilities for the Board;
4. Other activities promoting the professional growth of the Business Administrator/Board Secretary.

**VII. SEPARATION FROM SERVICE**

A. Sick Leave days

In accordance with N.J.S.A. 18A:30-1 et seq., upon retirement, the Business Administrator/Board Secretary will be paid one hundred (\$100.00) dollars for each accumulated, unused sick leave day. Compensation for accumulated sick leave shall be consistent with N.J.S.A. 18A:30-3.5 and 18A:30-9 capping reimbursement at \$15,000.00.

## B. Termination

Upon the Business Administrator/Board Secretary's termination, all benefits shall terminate except as otherwise provided by law.

## C. Payment to Estate

If the Business Administrator/Board Secretary dies during the term of this Employment Contract, payment for his accumulated unused vacation days shall be made to his estate.

## **VIII. EVALUATION**

The Superintendent shall evaluate the performance of the Business Administrator/Board Secretary at least once prior to June 30<sup>th</sup>. The evaluation shall be in writing and a copy shall be provided to the Business Administrator/Board Secretary. The Business Administrator/Board Secretary and the Superintendent shall meet to discuss the findings.

In the event that the Superintendent determines that the performance of the Business Administrator/Board Secretary is unsatisfactory in any respect, he shall describe in writing, in reasonable detail, the specific instances of unsatisfactory performance. The evaluation shall include recommendations as to the areas of improvements in all instances where the Superintendent deems performance to be unsatisfactory. The Business Administrator/Board Secretary shall have the right to respond in writing to the evaluation. This response shall become a permanent attachment to the evaluation.

## **IX. PROFESSIONAL DUES**

The Business Administrator/Board Secretary shall be permitted to join professional organizations at the State and County level, and any other professional organizations, that the Board and Superintendent deem to be beneficial to the operation of the Edison Public School. The professional dues, up to a maximum of \$3,000, for these organizations shall be borne by the Board.

## **X. PROFESSIONAL PUBLICATIONS**

The Business Administrator/Board Secretary shall be permitted to subscribe to educational and/or professional publications upon the approval of the Superintendent and within the limit set in the annual budget.

## **XI. TERMINATION OF EMPLOYMENT CONTRACT**

This Employment Contract may be terminated by:

- A. Mutual agreement of the parties.
- B. Unilateral resignation by the Business Administrator/Board Secretary upon sixty (60) days' written notice to the Board.
- C. Action of the Board according to law.

**XII. 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. Any changes/modifications must have approval of the Executive County Superintendent of Schools prior to Board approval.

**XIII. 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.

**XIV. SAVINGS CLAUSE**

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

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

\_\_\_\_\_  
WITNESS:

\_\_\_\_\_  
Jonathan Toth  
Business Administrator/Board Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

EDISON TOWNSHIP BOARD OF EDUCATION

\_\_\_\_\_  
Edward Aldarelli, Ed. D.  
Superintendent

BY: \_\_\_\_\_  
Xiaohan “Shannon” Peng  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date