

# EMPLOYMENT AGREEMENT

Between

**THE READINGTON TOWNSHIP BOARD OF EDUCATION**

And

**JASON M. BOHM**

This Employment Agreement made this 25th day of April, 2023, 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 Jason M. Bohm, who resides at 4 Cedar Ridge Road, Tewksbury, New Jersey 08833 (hereinafter referred to as “Bohm”).

WITNESSETH:

WHEREAS, the Board and Bohm are desirous of entering into an Employment Agreement which sets forth the terms and conditions of employment for the position of Business Administrator/Board Secretary;

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 Bohm hereby accepts employment as Business Administrator/Board Secretary for the period beginning July 1, 2023 and ending on June 30, 2024.

2. COMPENSATION

a. The Board shall pay Bohm an annual salary of One Hundred Fifty Thousand Three Hundred Eighty dollars (\$150,380) 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 Bohm 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 Bohm's, except as otherwise required by law.

3. PROFESSIONAL CERTIFICATION

Bohm shall hold a valid, duly registered certificate issued by the State of New Jersey, Department of Education, qualifying him to act as Business Administrator/Board Secretary for the duration of his Employment Agreement. The parties hereto agree that in the event that Bohm's administrator's certificate is permanently revoked, all provisions of this Employment Agreement shall be null and void as of the date of the revocation, and if Bohm is lawfully precluded from performing his duties by a judgment, order or direction of any court of competent jurisdiction or the Commissioner of Education, all provisions of this Employment Agreement shall terminate and Bohm's employment shall cease.

4. DUTIES

Bohm agrees to give his best professional services and faithfully perform the duties of the Business Administrator/Board Secretary for the public schools of the Readington Township School District (hereinafter referred to as the "District") as prescribed by the laws of the State of New Jersey and the rules and regulations adopted by the Board. These include but are not limited to the following duties:

Bohm shall have charge of all regular or special meetings of the Board; all annual and special elections of the District required by law to be held; collection of tuition fees and the examination and audit all accounts of the financial transactions of the District as prescribed by law; the care of public school buildings and other property belonging to the District and the repair and maintenance thereof; all under the direction of the Board. Bohm hereby agrees to devote his full time, skill, labor and attention to said employment during the term of his contract. Bohm shall be responsible for all business affairs, as best serves the District, subject to the approval of the Board; shall from time to time suggest regulations, rules and

procedures deemed necessary for the well-being of the District, and in general perform all duties as may be prescribed by the Board from time to time. Bohm shall attend all Board meetings, except for Executive Sessions called to evaluate the Business Administrator/Board Secretary, all Board and citizen meetings, serve as an ex-officio member of all Board committees when requested by the Board and provide administrative recommendation on each item of business considered by each of these groups.

5. LEAVES OF ABSENCE

a. Vacations

1. Bohm shall be entitled to twenty (20) vacation days annually.

2. Any vacation leave accrued to a maximum limit of ten (10) days can be carried over for up to one (1) year, where required by business demands, with the prior approval of the Board or Superintendent. All days carried over must be used in the next year or those days will be forfeited

3. Upon separation of employment, Bohm shall be compensated by the Board for all earned, unused vacation days at a per diem rate of 1/260<sup>th</sup> of his current salary.

4. Bohm shall schedule vacation days so as to minimize interference with his primary responsibilities to directly administer the District.

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

b. Holidays

Bohm shall receive the following paid holidays in accordance with the District's scheduled holidays including: President's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Good Friday, Monday after Easter, Thanksgiving, Day After Thanksgiving, Christmas Eve, Christmas Day and New Year's Day.

c. Sick Leave

Bohm shall be entitled to twelve (12) sick days annually. Unused sick leave days shall be accumulated. The Superintendent shall be responsible for maintaining the records of

Bohm's earned and accrued sick days. Bohm will be entitled to payment of \$100 per day for unused accrued cumulative sick days upon retirement from the District and actual age service retirement in the N.J. Teachers Pension and Annuity Fund to a maximum of Seven Thousand Five Hundred Dollars (\$7,500).

d. Bereavement Leave

Bohm shall be granted up to five (5) days annually, 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. Bohm 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

Bohm shall be granted up to a maximum of four (4) days annually because of serious illness or accident in the immediate family.

f. Personal Leave

Bohm shall be granted three (3) days annually for personal reasons. Bohm 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 Bohm's accumulated sick leave bank.

6. MEDICAL BENEFITS/INSURANCE

a. For the 2023-2024 school year, the Board shall provide health benefits for Bohm and his dependents under the District's Health Benefits Plan and prescription, dental plans for Bohm and his eligible dependent(s).

b. Bohm shall be responsible for making all State mandated health insurance premium contributions required by the Board, and in accordance with applicable law.

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

d. Bohm, at his discretion, may waive health insurance coverage. In the event he waives coverage, the Board shall pay him the lesser of \$5,000 or twenty-five percent (25%) of the premium saved by the Board as a result of the waiver. The payment may be pro-rated in accordance with the timing of the waiver. Bohm 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 in accordance with the plan requirements.

## 7. PROFESSIONAL DEVELOPMENT

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

1. The operations, programs, and other activities conducted or sponsored by local, state, and national school business officials and/or school board associations.

2. Seminars and courses offered by public or private educational institutions. The provisions of this section shall only be implemented to the extent permitted by N.J.S.A. 18A:6-8.5 or any other statutory provision or administrative regulations.

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

4. Other activities promoting the professional growth of Bohm.

b. The Board, upon the recommendation of the Superintendent, may grant to Bohm professional day(s) each contract year to attend meetings, workshops, or other such events that will contribute to Bohm'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 other subsequent circular letters which may be issued by the State Office of Management and Budget.

8. PROFESSIONAL DUES

a. The Board shall pay Bohm's membership fees in professional organizations, at the discretion of and recommendation by the Superintendent, in an amount not to exceed Two Thousand Five Hundred Dollars (\$2,500) annually. Memberships shall be in such organizations which Bohm deems necessary to maintain and/or improve his professional skills as recommended by the Superintendent and approved by the Board.

b. Bohm will forward to the Superintendent, for his approval, on or before September 1<sup>st</sup> of each school year, a listing of organizations he wishes to join. The Superintendent's recommended approval of his request will then be submitted to the Board for approval of payment.

9. TERMINATION OF AGREEMENT

This Employment Agreement may be terminated for the following reasons:

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

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

c. Discharge for cause shall constitute conduct which is seriously prejudicial to the District, including but not limited to neglect of duty, inefficiency, incompetency, conduct unbecoming or other just cause. Notice of discharge for cause without notice shall be given in writing and Bohm shall be entitled to appear before the Board to discuss such causes. If Bohm chooses to be accompanied by legal counsel at such meeting, he shall bear any costs incurred for her representation. Such meeting shall be conducted in Executive Session. Bohm 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. Any modification to the Agreement shall be submitted to the Executive County Superintendent for review and approval.

11. EVALUATION

The Superintendent shall evaluate Bohm annually in accordance with the provisions of Title 18A, State Board of Education regulations, 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 Bohm has approved this Employment Agreement, effective on the date and year specified in paragraph one above.

WITNESS:

READINGTON TOWNSHIP BOARD  
OF EDUCATION

\_\_\_\_\_  
JONATHAN HART, Ph.D.  
Superintendent of Schools

BY: \_\_\_\_\_  
CAROL HAMPLE  
Board President

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

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

WITNESS:

\_\_\_\_\_  
JONATHAN HART, Ph.D.  
Superintendent of Schools

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

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

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