



STATE OF NEW JERSEY
DEPARTMENT OF EDUCATION
MORRIS COUNTY OFFICE
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GOVERNOR

TAHESHA L. WAY
LT. GOVERNOR

KEVIN DEHMER
ACTING COMMISSIONER

NANCY H. GARTENBERG, Ed.D.
EXECUTIVE COUNTY SUPERINTENDENT

April 23, 2024

Pamela Vargas
Business Administrator/Board Secretary
Butler Public Schools
38 Bartholdi Ave
Butler, NJ 07405

Dear Ms. Vargas:

I have reviewed the Assistant Superintendent of Instruction and Student Services employment contract for Dr. Jason Marx in accordance with N.J.A.C. 6A: 23A-3.1. I have determined that the provisions of the contract are in compliance with the regulations. Therefore, I approve the contract for the period from July 1, 2024 through June 30, 2025.

In the event of any conflict between the terms, conditions, and provisions of this employment contract and any permissive state or federal law, the law shall take precedence over the contrary provisions. If during the term of this employment contract, it is found that a specific clause of the contract is illegal under state or federal law, the remainder of this employment contract, not affected by such a ruling, shall remain in force. If there are any changes to the terms of this contract, you will need to submit the amended contract to me for review and approval prior to the required public notice and hearing of such changes.

Please submit a signed copy of the fully executed contract, including board extract, to my office within 10 days of its board approval.

Sincerely,

Nancy H. Gartenberg, Ed.D.
Executive County Superintendent

CONTRACT OF EMPLOYMENT

THIS CONTRACT OF EMPLOYMENT is made and entered into this 1st day of July 2024, by and between the **Butler Board of Education**, with administrative offices located at Butler High School Annex, Butler, New Jersey 07405 (hereinafter the “Board”)

and

Dr. Jason Marx, whose position is to be the Assistant Superintendent of Instruction and Student Services (hereafter referred to as Assistant Superintendent).

WITNESSETH

THIS CONTRACT OF EMPLOYMENT replaces and supersedes all prior Contracts of Employment between the parties thereto. Signature of this Contract of Employment constitutes assent to a rescission of any and all prior Contracts of Employment as well as agreement to the terms herein.

WHEREAS, the Board and the Assistant Superintendent believes that a written Contract of Employment is necessary to specifically describe their relationship and to serve as the basis of effective communication between them; and

WHEREAS, the Board offered Dr. Marx the position of Assistant Superintendent, and he has accepted the Board’s offer; and

WHEREAS, the Assistant Superintendent is the holder of an appropriate certificate as prescribed by the State Board of Education and as required by N.J.S.A. 18A:17-17; and

WHEREAS, the Board approved the terms of this Contract of Employment by a vote of its members at a scheduled meeting on May 9, 2024, and has authorized the President of the Board to execute this Contract of Employment.

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

1. **TERM**

The Board hereby agrees to employ Dr. Marx as the Assistant Superintendent of the Butler Board of Education for the period beginning on or about July 1, 2024 and ending at midnight on June 30, 2025.

2. **CERTIFICATION AND RESPONSIBILITIES**

A. Certification:

The Assistant Superintendent shall maintain current and valid certificates issued by the New Jersey Department of Education for the position of Assistant Superintendent. In the event the Assistant Superintendent's certificate issued by the Department of Education is revoked, this contract of employment is null and void as of the date of the certificate revocation.

The Assistant Superintendent further agrees to comply with all other legal requirements respecting the employment of an Assistant Superintendent.

B. Duties:

The Assistant Superintendent shall have general supervision over the schools and all attendant powers and duties as set forth by law. The Assistant Superintendent shall:

- a. faithfully perform the duties of the Assistant Superintendent of Schools for the Board and serve in accordance with the laws of the State of New Jersey, rules and regulations adopted by the State Board of Education, and policies which are adopted from time to time by the Board. The specific job description adopted by the Board, applicable to the position of Assistant Superintendent, is incorporated into this Contract of Employment and shall be followed by the Assistant Superintendent. In addition, the Business Administrator shall faithfully perform the additional duties of Board Secretary
- b. devote her full time, labor, and attention to this employment during the terms of this Contract of Employment, provided that the Assistant Superintendent may, with prior notice to and prior approval of the Superintendent, undertake short term consultative work, speaking engagements, writing, teaching, lecturing, or other professional duties and obligations which do not interfere with his full-time responsibilities as Assistant Superintendent;
- c. carry out the administration of the facilities, facilities staff, and business affairs of the district, with the assistance of staff, in accordance with the legal obligations required by law and the responsibilities as outlined above, including the job description;
- d. attend appropriate professional meetings and conferences as a representative of the Board. The expenses incurred in connection with such meetings shall be subject to the provisions herein regarding reimbursement for professional expenses incurred by the Assistant Superintendent;



- e. structure his working day and organization to insure that all duties are performed and obligations met;
- f. assume responsibility for the administration of the financial affairs of the School District, including but not limited to programs, personnel and fiscal operations, custodial/maintenance programs, and all duties and responsibilities therein will be performed and discharged by the Assistant Superintendent or by staff at the Assistant Superintendent's direction;
- g. perform all duties incident to the Office of the Assistant Superintendent and such other duties as may be prescribed by the Superintendent from time to time. The Assistant Superintendent shall, at all times, adhere to all applicable federal and state statutes, rules, regulations, and executive orders, as well as district policies and regulations;
- h. consult with the Board Attorney as the Assistant Superintendent deems appropriate.

All duties assigned to the Assistant Superintendent should be appropriate to and consistent with the professional role and responsibilities of the Assistant Superintendent, and shall be set by Board policy and in the Job Description for the Assistant Superintendent which may be modified from time to time, consistent with the intent set forth above.

3. **PROFESSIONAL GROWTH OF ASSISTANT SUPERINTENDENT**

The Board encourages the continuing professional growth of the Assistant Superintendent through his participation as he and the Board might decide, in light of his responsibilities as the Assistant Superintendent, in the following ways:

- A. The operations, programs, and other activities conducted or sponsored by local, state, and national school administrator and/or school board associations, including but not limited to, conferences, conventions, and workshops;
- B. Seminars and courses offered by public or private educational institutions;
- C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Assistant Superintendent to perform her professional responsibilities for the Board;
- D. Visits to other institutions; and



- E. Other activities promoting the professional growth of the Assistant Superintendent.

In its encouragement, the Board shall permit a reasonable amount of release time for the Assistant Superintendent, as she deems appropriate, to attend such matters. At a minimum, the Assistant Superintendent shall be permitted to attend, at his option, three state conferences annually, subject to the financial limitations specified below. Expenses for meals, lodging, registration, and transportation for national and state conventions of recognized educational associations, workshops, seminars, and institutes to enhance the Assistant Superintendent's knowledge and expertise in the field of education and administration shall be paid for/reimbursed by the Board in accordance with law, up to a maximum of \$2,000.00 per year. Such payments or reimbursements, shall be made in accordance with OMB travel circular provisions, the general requirements of N.J.S.A. 18A:11-12, Board policy, and upon prior approval of the Board. The Assistant Superintendent shall follow Board policy and applicable law in supplying the necessary documentation for reimbursement.

4. **COMPENSATION**

- A. Salary:

The Board shall pay the Assistant Superintendent an annual base salary of \$163,988.00, The annual salary shall be paid to the Assistant Superintendent in accordance with the payroll schedule for other certified employees.

- B. Other Provisions:

During the term of this Contract of Employment the Assistant Superintendent shall not be reduced in compensation, including salary and benefits, except as otherwise provided by law.

5. **BENEFITS**

- A. Vacation Days/Holidays:

The Assistant Superintendent shall be granted 24 vacation days annually, calculated and prorated on an annualized basis, all of which shall be available to the Assistant Superintendent at the start of this Contract of Employment. The Assistant Superintendent shall be permitted to take vacation at any time and shall notify the Superintendent in advance of any vacation taken. In the event the Assistant Superintendent intends on taking more than two consecutive days of vacation while school is in session, he shall obtain permission from the Superintendent, which permission shall not be unreasonably

withheld so long as there is administrative coverage of the Office in his absence. The Board, through its Human Resources Office, shall be responsible for maintaining written documentation of the Assistant Superintendent's earned, used, and accrued vacation days.

If business demands prohibit the Assistant Superintendent from using all of his allotted vacation days in a given year, he may carry over up to five (5) unused vacation days to be used during the next year pursuant to law. Any vacation days not carried over from the previous year that are not used shall be forfeited.

The Assistant Superintendent shall be entitled to time off with pay on the same holidays as the other administrators (Butler Administrators Association) in the District enjoy. The Assistant Superintendent may be required to work up to a combined total of five (5) days during the normal school year vacation periods, but with a maximum of two (2) days during any one vacation period. Paid Holidays include the following:

- 4th of July
- Labor Day
- Thanksgiving
- Christmas Eve and Christmas Day
- New Year's Eve and New Year's Day
- Dr. Martin Luther King Day
- President's Day
- Spring Break
- Memorial Day

B. Personal Days:

The Assistant Superintendent shall be granted three (3) personal days annually, without loss of salary, calculated and prorated on an annualized basis, all of which shall be available to the Assistant Superintendent at the start of this Contract of Employment. Personal days shall be used to conduct personal matters which require absence during school hours, to be used at the Assistant Superintendent's discretion. Except in cases of emergency, the Assistant Superintendent shall confirm personal leave use in accordance with District practice prior to the use of the leave. Unused personal days shall convert to sick days at the end of a Contract of Employment year and shall accumulate as provided by law. In no case shall the total number of unused sick days exceed fifteen (15) sick days for the Contract of Employment year.

C. Bereavement Leave:

The Assistant Superintendent shall be granted up to five (5) bereavement days with pay, per occurrence, within a seven (7) calendar day period immediately following the death in the Assistant Superintendent's immediate family. The term "immediate family" shall

be defined as the Assistant Superintendent's spouse, partner, significant other, children, grandchildren, parents, grandparents, brothers, and sisters of the Assistant Superintendent. The Assistant Superintendent shall be granted three (3) bereavement days with pay, per occurrence, for the death of mother-in-law-, father-in-law, mother-in-law and sister-in-law, at full pay. The Assistant Superintendent shall be granted one (1) bereavement days with pay, per occurrence, for the death of a relative other than those specified above, at full pay.

D. Health Benefits:

The Board shall provide the same level of health benefits coverage for the Assistant Superintendent, his spouse/partner, and his dependents, as other administrators in the District receive. The Assistant Superintendent shall be responsible for contributing an amount established by P.L. 2011, Chapter 78 toward payment of health benefit premiums. The contribution shall be made through payroll deduction. The Board shall provide the Assistant Superintendent with a Section 125 cafeteria plan.

The Assistant Superintendent may voluntarily waive health benefit coverage. If the Assistant Superintendent elects to waive health benefit coverage, she must provide written representation of alternate insurance coverage to the Board. If the Assistant Superintendent chooses to waive health benefit coverage he shall be entitled to a waiver payment equal to no more than 25% of the amount saved by the Board: \$4450.00 Half of the reimbursement shall be paid in December and the other half shall be paid in June. Waivers paid for less than one year shall be prorated. Said payment shall not be considered salary, nor will it be considered pensionable. The Business Office shall develop the forms by which the Assistant Superintendent shall waive coverage and apply for payment.

E. Sick Leave/Family Illness Days:

The Assistant Superintendent shall be granted 12 sick days annually, calculated and prorated on an annualized basis, all of which shall be available to the Assistant Superintendent at the start of this Contract of Employment. The Assistant Superintendent shall receive three (3) family illness days per school year which may be used to care for an ill member of the immediate family, as defined under Bereavement Leave. Unused sick leave may be accumulated from year to year. The Assistant Superintendent shall confirm absences resulting from personal illness in accordance with District policies.

F. Membership Fees:

The Board shall pay one hundred percent (100%) of the Assistant Superintendent's membership fees and/or charges to the following: NJASA, ASSA, and MCASA, and, upon the prior approval of the Superintendent, other professional/civic groups and organizations at the option of the Assistant Superintendent, which the Assistant

Superintendent deems necessary to maintain and/or improve his professional skills. The Board shall also pay one hundred percent (100%) of NJPSA mentoring fees and the aspiring/new superintendents' academy.

G. Expense Reimbursement:

The Board shall reimburse the Assistant Superintendent for expenses incurred for travel and sustenance in the performance of the Assistant Superintendent's duties under this Contract of Employment in accordance with law. Mileage shall be paid from mileage vouchers according to "New Jersey Office of Management and Budget" rates per mile. The Assistant Superintendent shall be reimbursed for expenses pursuant to Board policy, upon prior approval of the Board, and pursuant to N.J.S.A. 18A:11-12 and regulations promulgated thereunder. Expense reimbursement shall not include travel to and from the Assistant Superintendent's residence to the district.

H. Cellular/ Mobile Internet Data:

The Board shall reimburse the Assistant Superintendent \$800.00 per year to be used for purposes of personal cellular/data reimbursement.

I. Laptop Computer:

The Board shall supply the Assistant Superintendent with the use of a laptop computer/iPad (with Internet access) which is the property of the Board and shall be returned to the District at the end of the Assistant Superintendent's employment with the District. The Board shall be responsible for all maintenance and software updates associated with the laptop computer. The laptop computer/iPad shall be replaced as necessary.

6. **RETIREMENT OR SEPARATION FROM SERVICE**

A. Accumulated Unused Sick Days:

Upon the Assistant Superintendent's certified retirement from employment with the District, the Board will pay all unused, accumulated sick days earned while an employee of the Board, in accordance with law. Payment shall be calculated at the Assistant Superintendent's daily rate of pay, based upon a 260-day work year, following his last day of employment. Pursuant to N.J.S.A. 18A:30-3.5, payment shall not exceed \$15,000.

The parties agree that, upon retirement, payment by the Board to the Assistant Superintendent for his accumulated, unused sick days shall be made within thirty (30)

days of his last day of employment.

B. Accumulated Unused Vacation Days:

Upon the Assistant Superintendent's separation from employment with the District or retirement from employment with the District, the Board shall reimburse the Assistant Superintendent for up to 27 accumulated unused vacation days earned while an employee of the Board, in accordance with law. Payment shall be calculated at the Assistant Superintendent's daily rate of pay, based upon a 260-day work year, following his last day of employment. Payment by the Board to the Assistant Superintendent for her unused vacation days shall be made within thirty (30) days of her separation from employment.

C. Payment to Estate:

If the Assistant Superintendent dies before his Contract of Employment year is completed, payment for any accumulated unused vacation days due to the Assistant Superintendent shall be made to her estate in accordance with law.

7. **EVALUATION**

The Superintendent shall evaluate the performance of the Assistant Superintendent on or before June 30th in accordance with law. The Superintendent and the Assistant Superintendent shall meet to review the Assistant Superintendent's performance and establish performance goals for the following school year. Each evaluation shall be in writing, a copy shall be provided to the Assistant Superintendent, and the Superintendent and the Assistant Superintendent shall meet to discuss the findings. The evaluation shall include areas of commendation and recommendation and shall provide direction as to any aspects of performance that are in need of improvement. The evaluations shall be based upon the goals and objectives of the District and the Board of Education, the responsibilities of the Assistant Superintendent as set forth in his job description, and provide for such other criteria as the State Board of Education shall by regulation prescribe. The Assistant Superintendent shall have the right to respond in writing to the evaluation; this response shall become a permanent attachment to the evaluation in question.

8. **RENEWAL OF CONTRACT OF EMPLOYMENT**

Except as otherwise provided by law, any renewal of this Contract of Employment shall be by mutual agreement of the parties and must be set forth in a written agreement signed by the parties and upon the prior approval of the Executive County Business Superintendent.

9. **TERMINATION OF CONTRACT OF EMPLOYMENT**

This Contract of Employment may be terminated by:

- A. Mutual agreement of the parties;
- B. Unilateral termination by the Assistant Superintendent upon ninety (90) days written notice to the Superintendent and Board;
- C. Unilateral termination by the Board to the Assistant Superintendent upon ninety (90) days written notice to the Assistant Superintendent;
- D. Notification in writing to the Superintendent on or before May 15, 2025 of the Superintendent's intent not to renew this Contract of Employment;
- E. In the event that the Assistant Superintendent's certificate is revoked, this Contract of Employment shall become null and void as of the date of revocation;
or
- F. Actions consistent with law.

10. **COMPLETE AGREEMENT**

This Contract of Employment embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties and the prior approval of the Executive County Superintendent.

11. **MODIFICATION**

The terms and conditions of this Contract of Employment shall not be modified except by the written consent of both Parties hereto and after review and approval by the Executive County Superintendent

12. **CONFLICTS**

In the event of any conflict between the terms, conditions, and provisions of the Board's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Contract of Employment shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the Contract of Employment.

13. **SAVINGS CLAUSE**

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

14. **MISCELLANEOUS**

The Board shall not hold any discussions regarding the Assistant Superintendent's employment, unless the Assistant Superintendent is given written notice at least 48 hours in advance, is given the opportunity to address the Board in closed session, and is permitted to have a representative of his choosing speak on his behalf. In addition, the Board shall not hold any discussions with regard to the Assistant Superintendent's performance, or that may adversely affect the Assistant Superintendent's employment, in public session, unless the Assistant Superintendent requests that such discussions be held in public session, pursuant to the Open Public Meetings Act.

The Board acknowledges and agrees that disclosure of personnel information is governed by the Open Public Records Act, codified at *N.J.S.A. 47A:101, et seq.*, the Right to Know Law codified at *N.J.S.A. 47:1A-1, et seq.*, Executive Order No. 11 (November 15, 1974), Executive Order No. 21 (July 8, 2002), Executive Order No. 26 (August 13, 2002), and case law interpreting them. All information related to the Assistant Superintendent's performance, evaluation or any discipline which the public is not otherwise entitled to access under law is deemed confidential and shall not be released to the public absent a written release by the Assistant Superintendent, or by a lawful order of a court of competent jurisdiction, or pursuant to a rule of a court of competent jurisdiction.

The Assistant Superintendent shall have the right, upon request, to review the contents of his personnel file and to receive copies at Board expense of any documents contained therein. He shall be entitled to have a representative accompany him during such review. At least once every year, the Assistant Superintendent shall have the right to indicate those documents and/or other materials in his file that he believes to be obsolete or otherwise inappropriate to retain; such documents identified by him shall be destroyed consistent with the New Jersey Destruction of Public Records Law.

No material derogatory to the Assistant Superintendent's conduct, service, character or personality shall be placed in his personnel file unless he has had an opportunity to review the material. The Assistant Superintendent shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Assistant Superintendent shall also have the right to submit a written answer to such material.

WHEREAS, the Assistant Superintendent approves the terms and conditions of this Contract of Employment, and agrees to be bound by same; and

WHEREAS, this Contract of Employment has been approved by a vote of the Members of the Board of Education at its meeting of May 9, 2024 said action having been made a part of the official minutes of that meeting.

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

Witness:

Dr. Jason Marx
Assistant Superintendent

Witness:

Karen Smith, President
Butler Board of Education



ASSISTANT SUPERINTENDENT

Detailed Statement of Contract Costs

District: Butler							
Name: Dr. Jason Marx							
Date BOE Authorized Submission to County Office			4/8/2024				
District Grade Span			K-12				
On Roll Students as of 10-15			1148				
Yrs. In District as Supt.: 6 months Total Yrs. Exp. In Position: 6 months			Year 1	Year 2	Year 3	Year 4	Year 5
Contract Term:			2024-2025	2025-26	2026-27	2027-28	2028-29
Salary							
Salary			\$ 163,988	\$ -	\$ -	\$ -	\$ -
Longevity			\$ -	\$ -	\$ -	\$ -	\$ -
Total Annual Salary			\$ 163,988	\$ -	\$ -	\$ -	\$ -
Additional Salary							
Quantitative Merit Goals			\$ -	\$ -	\$ -	\$ -	\$ -
Qualitative Merit Goals			\$ -	\$ -	\$ -	\$ -	\$ -
Total Additional Salary			\$ -	\$ -	\$ -	\$ -	\$ -
Total Annual Salary plus Additional Salary			\$ 163,988	\$ -	\$ -	\$ -	\$ -
Board Contribution for Cost of Premiums for:							
Health Insurance			\$ -	\$ -	\$ -	\$ -	\$ -
Prescription Insurance			\$ -	\$ -	\$ -	\$ -	\$ -
Dental Insurance			\$ -	\$ -	\$ -	\$ -	\$ -
Vision Insurance			\$ -	\$ -	\$ -	\$ -	\$ -
Disability Insurance			\$ -	\$ -	\$ -	\$ -	\$ -
Long-term Care Insurance			\$ -	\$ -	\$ -	\$ -	\$ -
Life Insurance			\$ -	\$ -	\$ -	\$ -	\$ -
Other Insurance - Describe:			\$ -	\$ -	\$ -	\$ -	\$ -
Waiver of Benefits			\$ 5,450	\$ -	\$ -	\$ -	\$ -
Section 125 Plan Reimbursements - Describe:			\$ -	\$ -	\$ -	\$ -	\$ -
Board Contribution for Cost of Premiums			\$ 5,450	\$ -	\$ -	\$ -	\$ -
Employee contribution to health benefits as per law			\$ -	\$ -	\$ -	\$ -	\$ -
Total Health Benefit Compensation			\$ 5,450	\$ -	\$ -	\$ -	\$ -
Other Compensation							
Travel and Expense Reimbursement (Estimated Annual Cost)			\$ 2,000	\$ -	\$ -	\$ -	\$ -
Professional Development (Capped Amount or Estimated Annual Cost)			\$ 1,800	\$ -	\$ -	\$ -	\$ -
Tuition Reimbursement			\$ -	\$ -	\$ -	\$ -	\$ -
Mentoring Expenses - Describe:			\$ -	\$ -	\$ -	\$ -	\$ -
National/State/County/Local/Other Dues			\$ 4,500	\$ -	\$ -	\$ -	\$ -
Subscriptions			\$ -	\$ -	\$ -	\$ -	\$ -
Board Paid Cell Phone or Reimbursement for Personal Cell Phone			\$ 800	\$ -	\$ -	\$ -	\$ -
Computer for Home use, including supplies, maintenance, internet			\$ 1,500	\$ -	\$ -	\$ -	\$ -
Other - Describe:			\$ -	\$ -	\$ -	\$ -	\$ -
Total Other Compensation			\$ 10,600	\$ -	\$ -	\$ -	\$ -
Sick and Vacation Compensation							
Max Paid for Unused Sick Leave Upon Retirement			\$ 15,000	\$ -	\$ -	\$ -	\$ -
Max Paid for Unused Vacation Leave - Retirement or Separation			\$ 23,269	\$ -	\$ -	\$ -	\$ -
Total Sick and Vacation Compensation			\$ 38,269	\$ -	\$ -	\$ -	\$ -
TOTAL CONTRACT COSTS			\$ 218,307	\$ -	\$ -	\$ -	\$ -
Tot. Vac. Days: 24 Holidays: 0 Personal: 3 Total: 24							