

EMPLOYMENT CONTRACT

The Board of Education of the Caldwell-West Caldwell School District in the County of Essex, State of New Jersey, with offices at Harrison School Building, Gray Street, West Caldwell, New Jersey hereinafter "Board," or "District" and Brian McCarthy, hereinafter "Board Secretary/School Business Administrator," residing in the County of Hunterdon, and the Municipality of Annandale, hereby enter into this Employment Contract ("Employment Contract") for a twelve month period beginning July 1, 2021 and terminating June 30, 2022.

1. COMPENSATION

The Board hereby employs the Board Secretary/School Business Administrator at an annual salary of \$155,000.00. This annual salary will be paid in equal installments in accordance with the Board's regular payroll schedule and it will be prorated for any period of employment constituting less than one year.

2. SALARY DEDUCTIONS

Salary deductions shall include compulsory federal and state taxes and those required by the Teachers Pension and Annuity Fund. Board agrees to make additional salary deductions at the request of the employee.

3. WORKDAY

The work day for the Board Secretary/School Business Administrator shall be similar to other administrative personnel except that is understood that the Board Secretary/School Business Administrator is employed for specific tasks and is expected to work beyond the regular workday in order to accomplish such tasks when necessary. Such employment shall be considered part of the contract and no additional remuneration shall be provided.

4. PERFORMANCE

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

5. VACATION

- (a) The Board Secretary/School Business Administrator shall be entitled to twenty-seven (27) vacation days per school year.
- (b) If the Board Secretary/School Business Administrator is unable to use his/her vacation leave in a given year due to business demands, up to 10 days of unused vacation leave may be carried over into the next year consistent with *N.J.S.A.*

18A:30-9. All days carried over must be used in the next year, or those days not taken will be forfeited.

- (c) In determining vacation entitlement, Saturdays, Sundays, and District twelve (12) month employee holidays shall not be counted.
- (d) In the event that the Board Secretary/School Business Administrator retires or resigns during the performance of this Employment Contract, vacation days shall be earned on a pro-rated basis.

6. HOLIDAYS

The Board Secretary/School Business Administrator shall be entitled to all holidays granted to other Administrators in the district.

7. SICK LEAVE

- (a) Sick leave is defined to mean the absence from the Board Secretary/School Business Administrator's post of duty because of personal disability due to illness, injury, other medical/dental reasons, or because the Board Secretary/School Business Administrator had been excluded from school by the school's medical authorities on account of a contagious disease or because of being quarantined for such a disease.
- (b) The Board Secretary/School Business Administrator shall be granted fourteen (14) sick days annually, three (3) of which may be used as personal days.
- (c) Upon retirement and in accordance with the rules and regulations of the Teachers' Pension and Annuity Fund, and *N.J.S.A.* 18A:30-3.5, the Board shall provide compensation for accumulated sick leave days at a per diem rate (annual salary divided by 260 days = amount per day), but such payment shall not exceed \$15,000.

8. BEREAVEMENT LEAVE

The Board Secretary/School Business Administrator shall be provided the following leaves of absence: five (5) days for bereavement upon the death of a spouse, child, brother, sister, or member of the immediate household and one (1) day for other family situations or bereavement. Unused Bereavement Leave at the end of each contract year shall not be cumulative.

9. INSURANCE

- 1. The Board shall provide the Board Secretary/School Business Administrator with family health benefits coverage. The Board Secretary/School Business Administrator shall pay the premium costs for all such coverages set forth in Chapter 78, *P.L.* 2011 (passed as Senate No. 2937) and implementing regulations

as both the statute and corresponding regulations provide upon the date that this Contract is executed. Such limitation shall in no way link this Contract with any agreement collectively negotiated with district employees. The premium shall be paid by the Board Secretary/School Business Administrator through payroll deduction.

2. The Board Secretary/School Business Administrator may waive coverage in any of the health benefits plans if covered through a spouse, civil union or domestic partner's health plan, and in accordance with procedures established by the Board. The Board Secretary/School Business Administrator will be paid the lesser of (twenty-five percent) 25% or (Five Thousand Dollars) \$5,000 of the cost of said coverage for waiving such coverage.
3. The Board will provide the Board Secretary/School Business Administrator with a family Dental plan for himself and eligible dependents.

10. AUTOMOBILE EXPENSES/TRAVEL

The Board Secretary/School Business Administrator shall be reimbursed for actual mileage when using his personal vehicle for Board business as annually established by the Annual Appropriations Act or the New Jersey Office of Management and Budget. Reimbursement for the use of a personal vehicle shall be tendered only upon proof of compliance with applicable regulations.

11. TERMINATION

During the period of non-tenured status of the Board Secretary/School Business Administrator, either party may terminate this contract by giving sixty (60) days' written notice of intent to resign and one hundred eighty (180) days' notice of intent to retire. Notice from the Board Secretary/School Business Administrator shall be in writing to both the Board President and the Superintendent at the address set forth for the Board in this Employment Contract.

12. PROFESSIONAL ASSOCIATIONS

The Board agrees to pay dues on behalf of the Board Secretary/School Business Administrator to ASBO International, NJASBO, Essex County ASBO, and any other organizations agreed to by the Board and Board Secretary/School Business Administrator.

13. PROFESSIONAL DEVELOPMENT

The Board Secretary/School Business Administrator may be entitled to attend the Annual Conference of the New Jersey Association of School Business Officials, the NJ School Board Workshop Conference and the Annual ASBO International Conference and any other conference pre-approved by the Superintendent and Board. In addition, the Board agrees that the Board Secretary/School Business Administrator may attend professional

development programs sponsored by NJASBO, NJASA, NJSBA and any other professional associations agreed to by the Superintendent and the Board. All related travel costs shall be reimbursed by the Board consistent with Board policy, state law, state regulations and applicable OMB Circulars.

14. TUITION REIMBURSEMENT

In an effort to encourage the Board Secretary/School Business Administrator to take courses that will improve his effectiveness and value to the District, the Board agrees to pay a maximum of \$4,950 annually for the Board Secretary/School Business Administrator's tuition charges and other course related fees for any coursework that the Board Secretary/School Business Administrator elects to take, provided that the coursework relates to the Board Secretary/School Business Administrator position and responsibilities and that same is approved in advance by the Superintendent. Tuition reimbursement is contingent on the Board Secretary/School Business Administrator accepting reappointment in the district for a minimum of one (1) year for which tuition reimbursement was approved or the Board Secretary/School Business Administrator will be required to refund to the Board the total amount of tuition reimbursement received during that school year. A school year is defined as July 1 to June 30.

15. MERIT PAY

Merit pay pursuant to N.J.A.C. 6A:23A:3.1(e)10 and 11 will be awarded for up to three quantitative and two qualitative merit goals. Each quantitative goal may provide a merit bonus of up to 3.3% of the annual salary, and each qualitative goal may provide a merit bonus of up to 2.5% of the annual salary. Any such merit bonus shall be considered "extra compensation" for purposes of N.J.A.C. 17:3-4.1 and shall not be cumulative.

The local board of education shall submit a resolution to the Executive County Superintendent certifying that quantitative and/or qualitative merit criteria have been satisfied and shall await a confirmation of the satisfaction of that criterion from the Executive County Superintendent prior to payment of any merit bonus.

16. PROFESSIONAL LIABILITY

The Board agrees that it shall defend, hold harmless, and indemnify the Board Secretary/School Business Administrator from any and all demands, claims, suits, actions, and legal proceedings brought against the Board Secretary/School Business Administrator in his/her individual capacity or in her official capacity as agent and/or employee of the Board, provided that the incident arose while the Board Secretary/School Business Administrator was acting within the scope of his/her employment, and where such liability coverage is within the authority of the Board to provide under state law.

17. SEVERABILITY

It is agreed that if any provision of this Employment Contract shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Employment Contract, all of which other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Employment Contract is capable of two constructions, one which would render the provision void and the other which would render the provision valid, then the provision shall be construed with the meaning which renders it valid.

In Witness Whereof, the parties have hereunto set their hands and seals on the dates set forth below:

For the Board:

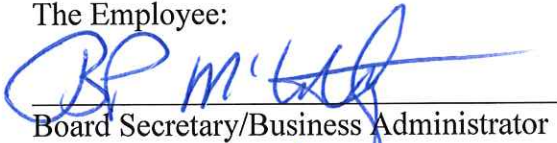


President, Dan Cipoletti

4/19/21

Date

The Employee:



Board Secretary/Business Administrator
Brian McCarthy

7/15/21

Date