

**EMPLOYMENT AGREEMENT**

**between**

**VINCENT MCHALE**

**and**

**THE BOARD OF EDUCATION**

**of the**

**BOROUGH OF CLOSTER**

This Employment Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2023, by and between the Board of Education of the Borough of Closter (hereinafter referred to as the "Board"), which has its offices located at 340 Homans Avenue, in the Borough of Closter and State of New Jersey, and Vincent McHale (hereinafter referred to as "the Superintendent").

WHEREAS, the Board desires to provide the Superintendent with a written Employment Agreement in order to enhance administrative stability and continuity within the Closter School District (hereinafter referred to as the "District") which the Board believes improves the quality of its overall education program; and

WHEREAS, the Board and the Superintendent believe that a written Employment Agreement is necessary to describe specifically their relationship and to serve as the basis to effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the District.

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants hereinafter set forth, the parties agree that the following paragraphs shall constitute the terms and conditions of the Employment Agreement:

I. **TERM**

The Board hereby employs, and the Superintendent hereby accepts employment as the Superintendent of Schools for the period beginning July 1, 2023 and ending June 30, 2028.

II. **COMPENSATION**

The Board shall pay as compensation to the Superintendent a starting salary of Two Hundred Twenty Five Thousand Dollars (\$225,000), with a two percent (2%) annual increases as scheduled below:

SY 23-24	\$225,000
SY 24-25	\$229,500
SY 25-26	\$234,090
SY 26-27	\$238,772
SY 27-28	\$243,547

The Superintendent's salary shall be paid in installments of one-twenty fourth (1/24<sup>th</sup>) of the annual salary in accordance with the schedule of salary payments in effect for other certificated employees. Throughout this contract, the per diem rate shall be defined as 1/260<sup>th</sup> of the Superintendent's annual salary.

The Superintendent's annual salary shall be prorated for any partial year worked.

III. **PROFESSIONAL CERTIFICATION**

The Superintendent shall hold a valid school administrator's certificate to act as Chief School Administrator in the State of New Jersey for the duration of this Employment Agreement.

IV. **DUTIES**

The Superintendent agrees to give his best professional services and faithfully perform the duties of Superintendent of Schools for the District as set forth in the job description attached hereto and made a part hereof.

V. **OUTSIDE ACTIVITIES**

The Superintendent shall devote himself exclusively to the duties of his office. However, he may lecture, write or engage in other educational activities which are of a short-term duration by informing the Board, or which are of a long-term duration by Board approval.

VI. **PROFESSIONAL DEVELOPMENT**

A. **Attendance at Workshops, Conferences, Seminars and Conventions**

The Board agrees to provide release time and pay the full cost of registration fees, mileage and reasonable expenses incurred in connection with workshops, conferences, seminars, national and state conventions or other meetings relative to the role of Superintendent, at a cost not to exceed Five Thousand Dollars (\$5,000) for each year of this Employment Agreement provided that the Superintendent provides notice to the Board prior to attending such workshops, conferences, seminars, conventions and meetings. Reimbursement or payment for such expenses shall be made 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.

B. **Membership in Professional Associations**

The Board agrees to pay the full cost of membership in the New Jersey Association of School Administrators and the Bergen County Association of School Administrators.

**VII. EVALUATION**

The Board shall evaluate the Superintendent annually on or before July 1 in accordance with N.J.S.A. 18A:17-20.3, State Board of Education Regulations, Board policy dealing with chief school administrators and/or non-tenured teaching staff members, and the evaluation instrument which has been agreed upon by the Board after consultation with the Superintendent for the evaluation of the Superintendent.

**VIII. LEAVES OF ABSENCE**

**A. Vacations**

The Superintendent shall receive twenty five (25) days of vacation time per fiscal year. When the Superintendent's duties prevent him from using the full allotment of vacation time, unused vacation may be carried over, which shall be used during the next succeeding school year. Except upon separation from employment, any unused vacation days not used by the end of the next succeeding school year shall be forfeited.

**B. Sick Days**

The Superintendent shall receive twelve (12) prorated sick days annually. Sick days shall be accumulative in accordance with N.J.S.A. 18A:30-3.

The Board shall provide the Superintendent with a bank of fifty (50) sick days to be utilized in the event that an unforeseen illness forces the Superintendent to exhaust all of his accumulated sick leave. The sick leave bank shall be reduced each year by the number of accumulated, but unused sick days the Superintendent has accumulated in the prior year. Any banked sick leave

days remaining at the time of the Superintendent's retirement shall not be eligible for reimbursement.

C. Personal Days

As of the beginning of the school year, the Superintendent shall be entitled to the following temporary leaves of absence:

(1) Death in the Immediate Family

Leave of absence without loss of pay following death in the immediate family shall be granted for five (5) consecutive calendar days, one of which is the day of death or the day of burial inclusive. Immediate Family shall be defined as household members, spouse, children, sibling, siblings' spouses, parents, spouse's parents, and grandparents.

(2) Other

During the term of this Employment Agreement, leave up to three (3) days with pay for personal emergencies (illness in immediate family, religious holidays, and other personal business) may be granted by the Board. Unused personal days are non-accumulative.

D. Holidays

The Superintendent shall be entitled to the following holidays with pay only when schools and offices are closed: Independence Day, Labor Day, NJEA Convention Days (2), Thanksgiving, Day after Thanksgiving, Holiday Recess (8 Days), Winter Recess, Spring Recess, Good Friday and Memorial Day.

IX. DISPOSITION OF ACCUMULATED SICK LEAVE BENEFITS

A. Should the Superintendent retire from the District in accordance with the provisions of the Teachers' Pension and Annuity Fund ("TPAF") at the end of the term of this contract (SY 27-28), and upon notice in the manner hereinafter prescribed, monetary credit for any sick days accumulated at the time of his actual certified age service retirement from the District pursuant to the TPAF shall be deposited by the Board as a non-elective,

non-salary reduction contribution into the Superintendent's 403(b) Plan. Such credit shall be calculated at the rate of Seventy Dollars (\$70) per accumulated sick day, to a total maximum amount of Fifteen Thousand Dollars (\$15,000), further limited by the applicable annual limit(s) to such contributions as established by the Internal Revenue Service. The schedule of such deposits shall be determined by the Board at the time of the Superintendent's retirement, but in no event shall such payment schedule exceed five (5) years from the date of retirement from the District.

- B. The Superintendent may not elect any other option for the payment of accumulated sick days. Specifically, the Superintendent is not entitled to and shall not receive any cash payment for any accumulated sick days before, or after, the date of his retirement from the District.

X. **HEALTH INSURANCE**

The Board and the Superintendent agree that the insurance coverage hereinafter referred to shall be provided in the manner hereinafter set forth:

- a. Hospital, Surgical/Medical major medical insurance (family coverage) through a plan selected by the BOARD.
- b. Dental Insurance Plan (family coverage) administered by the plan selected by the Board.
- c. The Board reserves the right to change any insurance carrier at any time provided the BOARD offers a substantially equivalent plan to the Superintendent and his family.
- d. Pursuant to applicable law and regulation, the Superintendent shall contribute an amount toward payment of premiums in accordance with N.J.S.A. 18A:16-17.1, which shall be deducted from his salary and paid, in equal installments, in accordance with the payroll schedule for other professional staff.

XI. **TRANSPORTATION EXPENSES**

In connection with official duties, in-district and out-of-district, the Superintendent shall receive a mileage allowance at the State rate, pursuant to the OMB Travel Regulations.

XII. **TERMINATION OF EMPLOYMENT CONTRACT**

A. This Contract shall terminate, the Superintendent's employment will cease, and no salary shall thereafter be paid, under any one of the following circumstances:

- (1) failure to possess/obtain proper certification;
- (2) revocation or suspension of the Superintendent's certificate, in which case this Contract shall be null and void as of the date of revocation, as required by *N.J.S.A. 18A:17-15.1*;
- (3) forfeiture under *N.J.S.A. 2C: 51-2*;
- (4) mutual agreement of the parties;
- (5) notification in writing by the Board to the Superintendent, at least one (1) year prior to the expiration of this Contract, of the Board's intent not to renew this Contract; or
- (6) material misrepresentation of employment history, educational and professional credentials, and criminal background subject to *N.J.S.A. 18A:6-10*.

B. In the event the Superintendent is arrested and charged with a criminal offense, which could result in forfeiture under *N.J.S.A. 2C: 51-2*, the Board reserves the right to suspend him pending resolution of the criminal charges. Such suspension shall be with pay prior to indictment, and may be with or without pay, at the Board's discretion, subsequent to indictment, unless the Board certifies contractual tenure charges.

- C. Nothing in this Contract shall affect the Board's rights with regard to suspension under *N.J.S.A.* 18A:6-8.3 and applicable case law.
- D. The Superintendent may terminate this Employment Contract upon at least ninety (90) calendar days written notice to the Board, filed with the Board Secretary, of his intention to resign.
- E. The Superintendent shall not be dismissed or reduced in compensation during the term of this Contract, except as authorized by paragraphs B. and C. *supra* and *N.J.S.A.* 18A:17-20.2 and *N.J.S.A.* 18A:17-20.2a, provided, however, that the Board shall have the authority to relieve the Superintendent of the performance of his duties in accordance with *N.J.S.A.* 18A:27-9, so long as it continues to pay his salary and benefits for the duration of the term. The parties understand that any early termination must comply with the provisions of *P.L.2007, c. 53, The School District Accountability Act.*
- F. Early termination of this Contract of Employment shall comply with *N.J.S.A.* 18A:17-20.2a (P.L. 2007 c 53). Any early termination agreement between the Board and the Superintendent wherein the payment of compensation is a condition of separation from service shall be reviewed in advance by the Commissioner of Education in accordance with the provisions of *N.J.S.A.* 18A:17-20.2a and *N.J.A.C.* 6A:23A-3.2. Any such payment may not exceed the amount permitted by *N.J.A.C.* 6A:23A-3.2(g).

XIII. **CRIMINAL HISTORY CHECK**

The Superintendent shall be subject to a criminal history record check as set forth in *N.J.S.A.* 18A:6-7.1 to 7.5 and shall furnish the Board with verification of same. The Superintendent shall bear the cost for the criminal history record check. The Superintendent shall be subject to the additional employment history review set forth in *N.J.S.A.* 18A:6-7.6 et seq., which requires the authorization for



disclosure of certain information regarding any past instances of child abuse and/or sexual misconduct by the employee.

XIV. **INDEMINIFICATION**

The Board shall indemnify the Superintendent for any act or omission arising out of and in the course of the performance of his duties in accordance with N.J.S.A. 18A: 16-6 and 16-6.1

XV. **REVOCAION 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.

XVI. **MODIFICATION OF THE AGREEMENT TERMS**

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.

XVII. **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 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 Board has caused this Employment Agreement to be approved on its behalf by a duly authorized officer and the Superintendent has approved this Employment Agreement on the date and year specified in paragraph one above.

WITNESS:

BOARD OF EDUCATION OF THE  
BOROUGH OF CLOSTER

BY: \_\_\_\_\_

FLORO M. VILLANUEVA, JR.  
Board Secretary/Business  
Administrator

MELODY FINKELSTEIN  
Board President

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

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

WITNESS:

\_\_\_\_\_

VINCENT MCHALE  
Superintendent of Schools

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

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