

EMPLOYMENT AGREEMENT

2025-2026

This Employment Agreement ("Agreement") is made and entered into this 1st day of July 2025 by and between the Henry Hudson Regional School District Board of Education, in the County of Monmouth, with administrative offices located at One Grand Tour, Highlands, New Jersey 07732 ("Board") and **KEVIN MCCARTHY** ("the Employee").

RECITALS

The Board of Education at its meeting of **May 14th, 2025**, appointed Employee as **Principal of HHRS**, the period of July 1, 2025 through June 30, 2026.

For the purpose of mutual understanding and in order that a harmonious relationship may exist between the Board of Education and Employee, to the end that continuous and efficient services will be rendered by both parties, for the benefit of the students of the District, the parties agree to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the Board of Education and Employee do agree as follows:

1. TERM & SALARY

The Board hereby employs Employee and Employee accepts employment as **Principal of HHRS** for a term commencing July 1, 2025 and continuing through June 30, 2026 at an annual salary of **\$159,215.00**. This annual salary shall be paid in equal installments payments, less compulsory deductions and any optional deductions, if applicable, in accordance with the Board's regular payroll schedule in effect for other certified employees.

The following compulsory deductions will be made from Employee's salary: Federal Income Tax, State Income Tax, FICA, S.U.I., FLI and the New Jersey Teachers' Pension and Annuity Fund.

The following optional deductions will be made from Employee's salary upon written authorization of Employee: tax sheltered annuity payments, disability insurance, contributory life insurance, and such other deductions as may be regularly taken by employees in the district.

2. CERTIFICATION

The parties acknowledge that Employee currently possesses an administrative certificate with the appropriate endorsement to the corresponding position. It is a condition of this contract that the Employee retain such qualifications in full force and good standing. The parties acknowledge that

if the certificate of Employee is revoked at any time prior or during the life of this contract, the contract shall become null and void as of the date of the revocation.

3. DUTIES

In consideration of the employment, salary and benefits, the Employee hereby agrees to faithfully perform all duties incident to the position as set forth in the job description, and any such other duties as may be prescribed by the Board, including attendance at all Board of Education meetings, other after-hours events, and other requests from time to time, in accordance with all applicable laws, regulations, policies, and directives. Employee further agrees to devote full time, skills, labor, and attention to this employment during the term of this contract.

The specific job description adopted by the Henry Hudson Regional Board of Education, applicable to the position is incorporated by reference into this Agreement. Said job description may be amended and modified from time to time by the Board.

4. BENEFITS IN ADDITION TO SALARY

- A. Employee shall receive twelve (12) paid sick days annually. Unused sick leave shall be cumulative in accordance with the provisions of Title 18A. When Employee shall be absent three (3) consecutive days because of illness, the Superintendent employed by the Board (Henry Hudson Regional School District "Superintendent") may request, within three (3) days of the last day of absence, a doctor's certificate as to the reasons for the absence.
- B. In case of illness of parent, brother, sister, husband, wife, domestic partner, or child, an allowance of up to two (2) family illness days will be granted without loss of pay or deduction from accumulated sick leave or personal days. Family illness days are not cumulative. Family illness days not used in any contract year will be forfeited.
- C. Employee shall be entitled to an annual paid vacation of twenty (20) working days per year. The vacation days shall be earned at a rate of 1.67 days per month. All the vacation days shall be available for Employee's use on July 1st of each year of the Agreement.
- D. Vacation days are intended to be used during the same year in which they are earned. Five (5) vacation days may be carried over to the next succeeding year because of business demands, in accordance with N.J.S.A. 18A:30-9 and must be used within that succeeding year.
- E. Employee shall be entitled to all holidays granted to other administrators in the district. These days do not count towards the 20 allotted vacation days.
- F. Employee shall be entitled to three (3) personal days to attend to personal business during the school day with full pay during the work year. Personal days may be taken during the school year with prior notice in writing to the Superintendent with as much notice as possible. The Superintendent may deny requests if the possibility of a disruption of the

normal functioning of the school exists. At the end of each school year, all unused personal days will be converted to an equal number of accumulated sick leave days.

- G. In the case of a death in the employee's immediate family, five (5) consecutive school days shall be allowed for absence without loss of pay. Immediate family is defined as father, mother, brother, sister, husband, wife, child and parents of the employee's spouse or any member of the family residing in the household of the employee.
- H. At the discretion of the Superintendent, three (3) days leave of absence without loss of pay may be allowed in the case of a death not in the administrator's immediate family. This category is limited to individuals related by blood or marriage, not residing in the administrator's household.
- I. Subpoenas and Jury Duty: In case of absence from school by reason of Subpoena or for Jury Duty by a Court, no deduction in salary shall be made for absence, provided the subpoena is recorded with the Superintendent.
- J. Extended Leaves of Absence:
 - a. The Board shall grant maternity/paternity leaves of absence upon written request by the employee in accordance with normal Board Policy, court related decisions and controlling New Jersey law.
 - b. Any employee adopting an infant child may become eligible for maternity leave. This leave shall commence upon the employee receiving de facto custody of said infant or earlier if necessary to fulfill the requirements for adoption. Said leave shall be in accordance with normal Board Policy, court related decisions and controlling New Jersey law.
- K. In the event of disability by illness or incapacity, after Employee's sick leave has been exhausted, compensation shall be reinstated after Employee has returned to employment and undertaken the full discharge of his duties. If a question exists concerning the capacity of Employee to return to his duties, the Board of Education may require him to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The Board of Education and Employee shall mutually agree upon the physician who shall conduct the examination. The examination shall be done at the expense of the Board of Education. The physician shall limit the report to those factors that prohibit Employee from performing his duties.
- L. Employee shall be reimbursed for actual mileage when using his personal vehicle for district business at a rate as established by the State. Vouchers for mileage shall be provided on a semi-annual (December and June) basis to the School Business Administrator.

5. INSURANCE

The Board shall provide to the Employee health insurance, major medical/hospitalization, dental and prescription drug insurance coverage and all other medical benefits presently made available

by the Board to other employees as of the date of this contract. The Employee shall contribute to their health benefits in accordance with P.L. 2011, Ch. 78 or P.L. 2020, Ch. 44, as governed by the employee's effective date of hire and/or their voluntary switch into Ch. 44. The Board reserves the right to change health insurance carriers and health care plans from time to time.

The Board shall provide full family coverage, under the above-mentioned plan, for Employee.

Employee may waive medical insurance, upon proof of enrollment in another plan, and shall receive a stipend, the opt out is \$5,000 or 25% of the premium savings, whichever is less. Waivers must be effective for one (1) full year, but Employee may have the option to reconsider enrollment each year. The waiver is not available to any employee who has a spouse employed by the district and receiving district benefits.

6. PROFESSIONAL DEVELOPMENT

Employee shall be entitled to an allowance at the Board of Education's expense for professional dues, including NJPSA, for appropriate professional associations and to attend conferences, workshops, and/or seminars appropriate to the position held. All such attendance shall be pre-approved by the Superintendent and the Board of Education.

7. EVALUATION / OBSERVATION

The Superintendent shall conduct an annual evaluation of Employee in accordance with State regulations. The Superintendent shall conduct, at a minimum, three (3) interim evaluations / observations for the Employee.

8. TERMINATION

- A. This Agreement shall terminate, Employee's employment will cease, and no compensation shall thereafter be paid under any one of the following circumstances:
 - a. Revocation or suspension of the required certificates;
 - b. Forfeiture under NJSA 2C:51-2;
 - c. Mutual agreement of the parties;
 - d. Notification in writing by the Board of Education to Employee, if the Employee is non-tenured, with at least sixty (60) calendar days' notice at any time during the term of the Agreement; or
 - e. Misrepresentation of employment history, educational and professional credentials, and criminal background.
- B. If Employee is arrested and charged with a criminal offense which could result in forfeiture under NJSA 2C:51-2, the Board reserves the right to suspend Employee 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, after indictment, unless the Board certifies contractual tenure charges.

C. Nothing in this Agreement shall affect the Board's rights about suspension under NJSA 18A:6-8.3 and applicable case law.

D. Employee may terminate this Agreement, regardless of tenure status, upon at least sixty (60) calendar day's written notice to the Board of Education, filed with the Board Secretary, of Employee's intention to resign.

9. RELEASE OF PERSONNEL INFORMATION / PERSONNEL RECORDS

Employee shall have the right, upon request, to review the contents of his personnel file and to receive copies at the Board's expense of any documents contained therein. Employee shall be entitled to have a representative accompany him during such review. At least once every year, Employee 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; and, upon final approval of the Board, such documents identified by Employee shall be destroyed.

No material derogatory to Employee's conduct, service, character or personality shall be placed in the personnel file of Employee unless he has had an opportunity to review the material. Employee 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. Employee shall also have the right to submit a written response to such material.

10. INDEMNIFICATION

The Board agrees it shall defend Employee in accordance with State Law, hold harmless and indemnify Employee for any and all demands, claims, suits, actions and legal proceedings of any kind brought against Employee in his individual capacity or in his official capacity as agent and/or employee of the Board, provided that the incident arose while Employee was acting within the scope of his employment; and, as such, liability coverage is within the authority of the Board to provide under State Law.

11. CONFLICTS

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

12. COMPLETE AGREEMENT

This Agreement embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties.

13. SAVINGS CLAUSE

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

14. BOARD POLICY

All other terms and conditions of employment, not specifically set forth herein, shall be controlled and dictated by Board of Education Policies and Regulations.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals effective on the day and year first above written.

Attest:

HENRY HUDSON REGIONAL
BOARD OF EDUCATION

By: _____

Janet Sherlock, Board Secretary

By: _____

Richard Colangelo, Board President

By: _____

EMPLOYEE

Date: _____

BOE Approved on 05/14/2025