

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT is made and entered into this 28th day of Feb, 2023 by and between the METUCHEN BOARD OF EDUCATION, with offices located at 16 Simpson Place, Metuchen, New Jersey 08840 (hereinafter referred to as the "Board") and VINCENT R. CAPUTO (hereinafter referred to as the "Superintendent").

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

WITNESSETH:

WHEREAS, the Board desires to provide the Superintendent with a written employment contract in order to enhance administrative stability and continuity within the schools, which the Board believes generally improves the quality of its overall educational program; and,

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

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

I. TERM

The Board, in consideration of the promises of the Superintendent herein contained, hereby employs, and the Superintendent hereby accepts employment as Superintendent of Schools for a term commencing July 1, 2023 and ending June 30, 2028.

II. SUPERINTENDENT'S RESPONSIBILITIES

The Superintendent shall be in the chief executive and administrative officer of the Borough of Metuchen School District ("District") and shall have general supervision over all aspects, including the fiscal operations and instructional programs of the District, and shall arrange the administrative and supervisory staff, including instruction and business affairs in a manner which, in his judgment, best serves the District. The selection, placement, transfer, renewal and dismissal of personnel, both instructional and noninstructional, shall occur only upon the recommendation of the Superintendent, subject to Board approval, and the nonrenewal of personnel shall occur upon the Superintendent's notification to the employee and the Board.

The members of the Board, individually and collectively, will refer to the Superintendent any and all criticisms, complaints and suggestions concerning the operation and management of the District called to their attention. The Board will not take action on any such criticisms, complaints, and/or suggestions until they are discussed by the Board members at a scheduled meeting of the Board and a consensus sought to direct the Superintendent to study, recommend, and/or take action. The Superintendent shall have the right to contact the Board attorney for legal assistance as the need arises in carrying out his duties.

All duties assigned to the Superintendent by the Board should be appropriate to and consistent with the professional role and responsibility of the Superintendent as described by Board Policy No. 1230 – Superintendent's duties which may be modified by mutual agreement from time to time, consistent with the intent set forth above. Except for his performance of the duties of the position of Director of Personnel, the Board shall not substantially increase or

change the duties of the Superintendent unless such increase or change is mutually agreed upon through a written amendment to this Employment Contract.

The parties agree that, except where the Superintendent has a conflict of interest, the Superintendent shall have the right to attend all Board meetings and committee meetings of the Board and he has the right to make recommendations to the Board or committee with respect to any proposed action or policy. The parties also agreed that the Board shall not hold any discussions regarding the Superintendent's employment, unless a Rice notice has been served upon the Superintendent at least 48 hours in advance notifying him that his employment will be discussed in closed session, and the Superintendent has not requested that the meeting be conducted in public; the Superintendent shall be permitted to address the Board in closed session with a representative of his choice. In addition, the Board shall not hold any discussions with regard to the Superintendent's performance, or that may adversely affect the Superintendent's employment, in public session, unless the Superintendent requests that such discussions be held in public session, pursuant to the Open Public Meetings Act.

III. COMPENSATION

During the term of this Employment Contract, including any extension thereof, the Superintendent shall not be reduced in compensation, including salary and benefits. Any adjustment in salary and benefits or any other alteration of the terms herein, made during the life of this Employment Contract shall be in the form of an amendment, which shall be subject to prior approval by the Executive County Superintendent and shall become part of this Employment Contract, but it shall not be deemed that the Board and the Superintendent have

entered into a new Employment Contract. Any changes/modifications to this Employment Contract must have approval of the Executive County Superintendent prior to Board approval.

A. Salary. For the 2023-2024 school year, the Superintendent shall be paid a base salary of one hundred ninety-five thousand three hundred seventeen dollars (\$195,317.00) plus a high school salary increment of five thousand dollars (\$5,000.00) and an additional administrative position increment of five thousand dollars (\$5,000.00) for a total annual salary of two hundred five thousand three hundred seventeen dollars (\$205,317.00). For the 2024-2025 school year, the Superintendent shall be paid a base salary of two hundred three thousand four hundred eighty-nine dollars (\$203,489.00) plus a high school salary increment of five thousand dollars (\$5,000.00) and an additional administrative position increment of five thousand dollars (\$5,000.00) for a total annual salary of two hundred thirteen thousand four hundred eighty-nine dollars (\$213,489.00). For the 2025-2026 school year, the Superintendent shall be paid a base salary of two hundred eleven thousand nine hundred eighty-six dollars (\$211,986.00) plus a high school salary increment of five thousand dollars (\$5,000.00) and an additional administrative position increment of five thousand dollars (\$5,000.00) for a total annual salary of two hundred twenty-one thousand nine hundred eighty-six dollars (\$221,986.00). For the 2026-2027 school year, the Superintendent shall be paid a base salary of two hundred twenty-one thousand four hundred twenty dollars (\$221,420.00) plus a high school salary increment of five thousand dollars (\$5,000.00) and an additional administrative position increment of five thousand dollars (\$5,000.00) for a total annual salary of two hundred thirty-one thousand four hundred twenty dollars

(\$231,420.00). For the 2027-2028 school year, the Superintendent shall be paid a base salary of two hundred thirty-one thousand two hundred fifty-six dollars (\$231,256.00) plus a high school salary increment of five thousand dollars (\$5,000.00) and an additional administrative position increment of five thousand dollars (\$5,000.00) for a total annual salary of two hundred forty-one thousand two hundred fifty-six dollars (\$241,256.00). This annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees. Pension contributions shall be withheld from the Superintendent's high school salary and additional administrative position increments. During the term of this Employment Contract, the Superintendent shall not be reduced in salary except as provided by law.

✓ The Superintendent shall have the right at any time during the Superintendent's employment, to take a reduction in salary and require the Board to use an amount corresponding to such reduction to purchase a tax sheltered annuity and/or mutual fund investment in accordance with N.J.S.A. 18A:66-127, et seq. and applicable tax laws, including Sections 403 (b) and 457(b) of the Federal Internal Revenue Code. The maximum amount of reduction in salary authorized shall be the maximum tax deferral amount permitted by the Federal Internal Revenue Code.

B. Leaves. The Board shall provide the following leaves as part of the Superintendent's compensation:

- ✓ 1. Vacation. The Superintendent shall be provided twenty-five (25) vacation days annually, all of which vacation day shall be available to the Superintendent on July

1st of each year. No greater than fifteen (15) days of the unused portion of such leave at the end of each school year may be carried over for up to one year where required by business demands in accordance with the provisions of N.J.S.A. 18A:30-9.

Upon the Superintendent's separation from employment with the Board, the Superintendent shall be paid for unused, accumulated vacation days at his per diem rate (which shall be calculated by dividing his current salary by a denominator of 260). Payment for the total accumulated, unused vacation days shall be paid within sixty (60) days of the Superintendent's last day of employment. In the event the Superintendent's separation from employment is the result of his death, payment shall be made to his spouse, or, if she does not survive him, to his estate, before the next June 30 following his death.

Board President approval will be required for vacations of six (6) consecutive days or more when school is in session. The Board, through its business office, shall be responsible for maintaining written documentation of the Superintendent's earned, used and accrued vacation days. In the event of an unpaid leave of absence for any reason, the Superintendent shall be permitted to use vacation time at his option.

2. Holidays. The Superintendent shall be entitled to time off with pay for holidays set forth for Central Office personnel in accordance with the Board-approved District calendar. In addition to the foregoing, the Superintendent shall be entitled to time

off with pay for the winter and spring recess breaks, unless the business demands of the District otherwise require.

3. Sick Leave.

- a. Annual Allotment. The Superintendent shall be provided twelve (12) sick leave days annually. The unused portion of such leave, at the end of the school year, shall be cumulative.
- b. Credit for Unused Sick Leave. Upon commencing employment with the District, the Superintendent was granted credit for ten (10) additional sick leave days. These days shall continue to be available for use in the event the Superintendent exhausts his earned sick leave days.
- c. Payment for Accumulated Sick Leave Days Upon Retirement. Upon the Superintendent's retirement from employment with the Board, the Superintendent shall be paid for unused, accumulated sick leave days at a rate of one hundred dollars (\$100.00) per day. For purposes of payout, accumulated sick leave days will be capped at one hundred fifty (150) days. Upon the Superintendent's retirement, the Board's total payment for accumulated, unused sick leave shall not exceed fifteen thousand dollars (\$15,000.00). Eligibility for this payment shall be contingent upon eligibility for retirement under the rules and regulations of the State of New Jersey, Department of the Treasury, Division of Pension and Benefits. Any payment hereunder shall be made by the Board within sixty (60) days of the Superintendent's last day of employment.

4. Personal Leave. The Superintendent shall be granted four (4) days of absence annually for personal matters which require absence during school hours, to be used at his discretion. Unused personal days shall convert to accumulated sick leave at the end of each year. However, at no time shall the Superintendent be allowed to increase his total sick day accumulation by more than fifteen (15) days in any one year.
5. Emergency Leave. Emergency leave shall not exceed a total of five (5) days per occurrence with pay granted for the following reasons, except as stated below:
 - a. Death in the Immediate Family. Immediate family shall mean spouse, partner in a civil union, mother, father, child, grandchild, son/daughter-in-law, grandparent, brother, sister or relative who lives within the household. The absence may precede, include, or follow the death of a member of the immediate family.
 - b. Death in Non-Immediate Family. Non-immediate family shall mean niece, nephew, aunt, uncle, cousin, brother-in-law, sister-in-law, not living in the household of the staff member. Absence in this case shall be allowed, with pay, only for the day of the funeral.
 - c. Serious Illness in the Immediate Family. Immediate family shall mean spouse, partner in a civil union, mother, father, child, grandchild, son/daughter-in-law, grandparent, brother, sister or relative who lives within the household. The Superintendent may take a total of five (5) days

per school year with pay. The Board may grant additional days off with pay in the exercise of its sole discretion.

6. Family Illness Leave. In addition to the leave rights the Superintendent may have under federal and/or state law and within this Employment Contract, the Superintendent shall be permitted to take leave, without loss of pay, for two (2) days per school year to care for an immediate family member suffering from an illness, injury, and/or chronic condition. The unused portion of these family illness leave days may accrue to a maximum of four (4) days which may be used in subsequent years. These days shall not be compensable upon the Superintendent's separation from employment.

C. Medical Insurance. The Board shall provide medical insurance to the Superintendent as part of the Superintendent's compensation. The Superintendent shall contribute toward the cost of his medical, dental and prescription benefits in accordance with Pub. L. 2011, c. 78. In accordance with the provisions of Pub. L. 2011, c. 78, the contribution is determined as a specified percentage of the health benefits/prescription drug premiums of a salary range, but not less than one-and-one-half percent (1.5%) of base salary. The parties may renegotiate the contribution levels; in that event, the new levels will be included in an addendum to this Employment Contract and be subject to review and approval by the Executive County Superintendent.

1. Medical, Dental and Optical Coverage. The Board shall provide hospitalization, health, optical, and dental insurance coverage for the Superintendent and, at the option of the Superintendent, for his spouse and children. The Superintendent will

participate in the same medical, dental and optical coverage program as that provided by the Board to its certified employees.

2. Prescription Plan. The Board shall provide the Superintendent with a prescription program which provides coverage for the Superintendent and, at the option of the Superintendent, for his spouse and children. The Superintendent will participate in the same prescription program as that provided by the Board to its certified employees.

D. Job-Related Expenses.

1. Travel Expenses. The Superintendent shall be reimbursed for travel in accordance with the provisions of N.J.S.A. 18A:11-12 and N.J.S.A. 6A:23A-7, and the applicable New Jersey Office of Management and Budget (NJOMB) circular(s), including any amendments or revisions thereto.
2. Computer. The Board shall provide the Superintendent with a laptop computer. The Board shall be responsible for maintaining said computer.
3. Cellular Smart Phone. The Board shall provide the Superintendent with a cellular smart phone and shall pay the monthly charges, including business-related telephone call charges. Incidental personal use of the device by the Superintendent shall be permitted.

- E. Indemnification. The Board shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings of any kind brought against the Superintendent in his capacity as an agent and/or employee of the Board. If, in the good faith opinion of the Superintendent, a conflict

exists in regard to the defense of any claim, demand or action brought against him, and the position of the Board in relation thereto, the Superintendent may engage his own legal counsel, in which event the Board shall indemnify the Superintendent for the reasonable costs of his legal defense.

- F. Disability Insurance Reimbursement. To the extent the Board does not provide group disability insurance to the staff of the District, the Board shall reimburse the Superintendent, annually in an amount up to two thousand dollars (\$2,000.00) for his payment of premiums towards a disability insurance policy. The Superintendent shall submit proof of the premiums paid prior to receiving reimbursement.

IV. PROFESSIONAL GROWTH OF SUPERINTENDENT

The Superintendent shall be entitled to membership, at the Board's expense for professional dues in the following professional associations: NJ Association of School Administrators (NJASA), American Association of School Administrators (AASA) and the Middlesex County Administrators Association and/or other organizations deemed important by the Superintendent and the Board. For each year of this Employment Contract, the Superintendent also shall be entitled to payment of and/or reimbursement for expenses incurred for attendance at professional conferences up to three thousand dollars (\$3,000.00) and similar expenses which he may incur while discharging his duties in according with Article III, paragraph D.1. above. The Superintendent shall be entitled to attend the annual workshop of the NJ School Boards Association, the annual conference of the NJASA, and the TechSpo Conference. In addition to the foregoing workshops and conferences, the Superintendent shall be permitted to attend one national/out-of-state conference during the term of this agreement, at Board expense.

Reimbursement or payment for such expenses shall be made in accordance with Article III, paragraph D.1. above.

The Board shall pay all costs and fees associated with any state-mandated continuing education.

For each year of this Employment Contract, the Board shall reimburse the Superintendent for fifty percent (50%) of tuition costs up to a maximum of five thousand dollars (\$5,000.00) for coursework intended to culminate in the acquisition of a doctoral degree in education in which the Superintendent earns a grade of "B" or better. The reimbursement shall be provided for such courses offered by a duly accredited institution of higher education in N.J.S.A. 6A:9-2.1.

V. OUTSIDE ACTIVITIES

The Superintendent will devote his full time, skills, labor, and attention to his employment as Superintendent of Schools during the term of this Employment Contract and will not undertake consultative work, speaking engagements, writing, lecturing, or other professional duties for compensation without written permission of the Board. Should the Superintendent choose to engage in such outside activities on the weekends, on his vacation time, or at other times when he is not required to be present in the District, he shall retain any honoraria paid. The Superintendent shall notify the Board President in the event he is going to be away from the District on District business for one (1) or more days in any week. Any time away from the District that is not for District business must be arranged in accordance with provisions in this Employment Contract governing time off. The Board recognizes that the demands for the Superintendent's position require him to work long and irregular hours, and occasionally may require that he attend to District business outside of the District.

VI. DISTRICT GOALS AND OBJECTIVES

On or prior to September 1st of each school year during the term of this Employment Contract, the parties will meet to establish the District's goals and objectives for the next succeeding school year.

VII. EVALUATION

The Board shall evaluate the performance of the Superintendent at least once a year, on or before June 30th at the same time, the Superintendent shall evaluate the Board in its policy-making role in the District. It shall be the Board's responsibility to ensure completion of the annual evaluation of the Superintendent.

The Superintendent's annual evaluation shall be in writing, shall include areas of commendation and recommendation, and shall provide direction as to any aspects of performance in need of improvement. Before final Board action, a copy shall be provided to the Superintendent, and the Superintendent and the Board shall meet to discuss the findings. The annual evaluation shall be based upon the goals and objectives of the District, the responsibilities of the Superintendent as set forth in the job description for the position of Superintendent and such other criteria as the State Board of Education shall by regulation prescribe. The Superintendent shall receive a copy of any backup forms utilized in the process. The evaluation format shall be developed and approved jointly by the Board and the Superintendent.

In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing and in reasonable detail the specific instances of unsatisfactory performance. The evaluation shall include specific recommendations for improvement in all instances where the Board deems performance to be unsatisfactory. The

Superintendent shall have the right to respond in writing to the evaluation; this response shall become a permanent attachment to the Superintendent's annual evaluation. On or before June 1st of each year of this Employment Contract, the Superintendent and the Board shall meet to review the evaluation format and to mutually determine the evaluation format to be used in the subsequent school year.

VIII. TERMINATION OF EMPLOYMENT CONTRACT

This Employment Contract shall terminate, the Superintendent's employment will cease, and, except as otherwise provided in this Employment Contract, no compensation shall thereafter be paid, under any one of the following circumstances:

- A. Failure to possess/obtain proper certification;
- B. Revocation or suspension of the Superintendent's certificate;
- C. Forfeiture under N.J.S.A. 2C:51-2;
- D. Mutual agreement of the parties;
- E. Misrepresentation of employment history, education and professional credentials, and/or criminal background, subject to N.J.S.A. 18A:6-10, et seq.
- F. Unilateral termination by the Superintendent upon ninety (90) days written notice to the Board; or
- G. Upon the expiration of this Employment Contract following written notice to the Superintendent of the Board's intention not to renew this Employment Contract on or before December 31, 2027.

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.

In the event the Superintendent's certificate is revoked, this Employment Contract shall be null and void effective upon such revocation.

IX. COMPLETE AGREEMENT

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

X. CONFLICTS

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

XI. SAVINGS CLAUSE

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

WHEREAS, a duly authorized officer of the Board has approved the terms and conditions of this Employment Contract; and

WHEREAS, the Superintendent has approved the terms and conditions of this Employment Contract; and

WHEREAS, this Employment Contract has been approved by the Executive County Superintendent of Schools and approved by a vote of the Members of the Board of Education of the Borough of Metuchen School District at its meeting on Feb. 28 2023 and has been made a part of the minutes of that meeting.

IN WITNESS WHEREOF, the parties set their hands to this Employment Contract as follows:


VINCENT R. CAPUTO
Superintendent of Schools

2/27/23
DATE

BOROUGH OF METUCHEN
BOARD OF EDUCATION

ATTEST


President

2/28/23
DATE


MICHAEL HARVIER
Business Administrator/
Board Secretary

2/27/23
DATE



State of New Jersey

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

Middlesex County Office of Education
13-15 Kennedy Boulevard
East Brunswick, New Jersey 08816
(732) 249-2900
Fax (732) 296-6567

ANGELICA ALLEN-MCMILLAN, Ed.D.
Acting Commissioner

KYLE M. ANDERSON
Interim Executive County Superintendent

February 2, 2023

Mr. Jonathan Lifton
Board President
Metuchen Public Schools
16 Simpson Place
Metuchen, New Jersey 08840

Dear Mr. Lifton:

I have reviewed the employment contract for Dr. Vincent Caputo, Superintendent of Schools, in accordance with N.J.S.A. 18A:7-8(j) and to determine compliance with the standards adopted by the Commissioner of Education at N.J.A.C. 6A:23A-3.1. Based upon my review, I have determined that those provisions of the contract subject to my review are in compliance with applicable laws and regulations. Therefore, I approve the contract for a period commencing on July 1, 2023 through June 30, 2028.

A copy of the signed contract accompanied by the board resolution should be forwarded to my office immediately following the board meeting.

If there are any changes to the terms of this contract, you will need to submit it to the Executive County Superintendent for review and approval prior to the required public notice and hearing of such changes.

Sincerely,

A handwritten signature in black ink, appearing to read "Kyle M. Anderson".

Kyle M. Anderson
Interim Executive County Superintendent

KMA/dh

C: Michael Harvier, School Business Administrator/Board Secretary
Leo Yanogacio, Executive County Business Official