

**CONTRACT FOR ASSISTANT SUPERINTENDENT  
FOR CURRICULUM AND INSTRUCTION**

THIS AGREEMENT made as of this 27<sup>th</sup> day of September, 2007.

BETWEEN: KINNELON BOARD OF EDUCATION  
("the Board")

AND: JOHN HYNES ("Mr. Hynes")

WITNESSETH:

WHEREAS, for the purpose of mutual understanding in order that a harmonious relationship may exist between the Board and Mr. Hynes to the end that continuous and efficient services will be rendered to and by both parties, for the benefit of both; and

WHEREAS, Mr. Hynes had worked in the position of Assistant Superintendent for Curriculum and Instruction as set forth in N.J.S.A. 18A: 17-16 and N.J.S.A. 18A: 17-22; and

WHEREAS, the Board has adopted a resolution at a public meeting held on September 27, 2007 authorizing the appointment of Mr. Hynes as Assistant Superintendent for Curriculum and Instruction, effective July 1, 2007.

NOW, THEREFORE, in consideration of the following mutual promises and obligations of the parties and the rendering of the services of Mr. Hynes as stated herein, the parties herein agree as follows:

EMPLOYMENT

- A. The Board hereby agrees to the continued employment of Mr. Hynes as Assistant Superintendent for Curriculum and Instruction effective July 1, 2007 through June 30, 2008.
- B. The annual salary for Mr. Hynes shall be \$139,157 for the period of July 1, 2007 through June 30, 2008.
- C. The Board reserves the right to withhold Mr. Hynes' increment in accordance with N.J.S.A. 18A:29-4.

DUTIES

In consideration of the employment and salary benefits established herein, Mr. Hynes hereby agrees to the following:

- A. To faithfully perform the duties of Assistant Superintendent for Curriculum and Instruction in accordance with the Laws of the State of New Jersey, Rules and Regulations adopted by the State Board of Education, existing Board policies and those which are adopted by the Board from time-to-time. The

specific job description adopted by the Board, applicable to the position of Assistant Superintendent for Curriculum and Instruction is incorporated by reference into this contract and shall be followed by Mr. Hynes.

- B. To devote his professional time, skills, labor and attention to this employment during the term of this contract. However, Mr. Hynes may also lecture, engage in writing activities and speaking engagements and engage in other activities which are of a short-term duration if he obtains prior approval of the Superintendent, which approval shall not be unreasonably withheld if the activities do not interfere with the performance of his duties to the district.
- C. To carry out the duties as may be assigned to him from time-to-time by the Board and Superintendent pertaining to the office of the Assistant Superintendent and to make reports to the Board and Superintendent from time-to-time as may be required.
- D. Mr. Hynes shall, at the request of the Board and Superintendent, attend regular or special meetings of the Board, it shall be without additional compensation, as well as any other meetings related to negotiations sessions with employee groups, grievance meetings, committee meetings and other meetings relevant to his job functions as directed by the Superintendent of Schools without additional compensation.
- E. Mr. Hynes shall attend those county, regional and state meetings that are necessary to keep him informed of current matters affecting the functions of his position without additional compensation. The registration fees for these meetings shall be paid by the Board.

#### BENEFITS IN ADDITION TO SALARY

- A. Mr. Hynes shall receive fifteen (15) sick days leave annually. Unused sick leave shall be cumulative in accordance with the provisions of Title 18A. Upon retirement from employment with the District, the Board will pay all accumulated sick days at a per diem rate of \$100, not to exceed \$10,000. This applies only to days accrued while employed in Kinnelon. In event of death, Mr. Hynes's accumulated vacation days and accumulated sick days shall be made to his estate.
- B. Mr. Hynes shall be entitled to have certain professional expenses, including dues for professional associations paid by the Board. These dues shall be limited to the following organizations: American Association of School Administrators, New Jersey Association of School Administrators, Morris County Association of School Administrators and the Association for Supervision and Curriculum Development. The Board will also pay for attendance at one state convention, in addition to the fall N.J.S.B.A. convention, and one national convention with at least 30 days prior notice for

the Superintendent's final approval. Reimbursement for such expenses shall be made in accordance with the Board's practice of the submission of an appropriate voucher and reports following review of expenses submitted.

- C. Mr. Hynes shall be entitled to an annual vacation of twenty (20) working days per year beginning on July 1 of each year. Mr. Hynes shall take vacation time only after giving the Superintendent at least fourteen (14) days prior notice of intent to take such vacation. If Mr. Hynes is unable to use his vacation days due to his job responsibilities and after approval of the Superintendent, no more than five (5) days may be carried forward from year to year and five (5) days submitted for payment per year. Holidays shall be the same as set for all administrators of the Kinnelon Board of Education.
- D. Mr. Hynes' entitlement to temporary leaves of absence shall be three (3) personal days and ten (10) family illness days.
- E. The Board shall provide Mr. Hynes with health insurance through the Board's approved health care plan.

(i) Medical Contribution:

Beginning July 1, 2008, and every July 1, thereafter, in the event Mr. Hynes selects any health benefit premium coverage in excess of single coverage, he will reimburse the Board a % of his current salary as of July 1 of the contract year as defined below "Reimbursement". Beginning July 1, 2009, and every July 1, thereafter, Mr. Hynes will contribute an "Additional Reimbursement" for any increase in cost of the current plan year annual premium over the base year's annual premium in an amount equal to his July 1 annual salary percentage increase multiplied by the dollar increase in the cost of benefits, minus the annual increase in the reimbursement. For purposes of this Section 5 F (i), the base year annual premium shall mean the annual premium cost in effect on July 1, 2008.

Reimbursement:

Full Family 1%  
Husband Wife .75%  
Parent Child .5%

(ii) Medical Incentive:

Beginning July 1, 2007 and every July 1, thereafter, if Mr. Hynes elects no health coverage he will receive an incentive of:

- (a) \$3,000 plus
- (b) For the plan year beginning July 1, 2008 and every July 1, thereafter, if the current plan year Direct Access Family annual premium cost is greater than

the Direct Access Family annual premium cost of the base year, then Mr. Hynes will be entitled to 20% of such increase as an additional incentive. For purposes of this Section 5F (ii) (b), the base year annual premium shall mean the Direct Access Family annual premium cost in effect on July 1, 2007.

Payment for the incentive shall be made in December and June on a pro rata basis for those periods of time Mr. Hynes is entitled to health benefits.

TERMINATION AND NON RENEWAL

Notwithstanding any other provisions of this agreement, either party hereto may elect, at their sole option, to terminate upon the giving of not less than sixty (60) days' notice of such termination to the other party. Such notice of termination shall be in writing and sent certified mail, return receipt requested, by the party electing to terminate pursuant to the Article. Should Mr. Hynes be terminated from employment as Assistant Superintendent, he shall be employed in a position pursuant to law.

MODIFICATION OF CONTRACT TERMS

The terms and conditions of the Contract shall not be modified, except by the written consent of both parties hereto, provided further that the consent of the Board can only be given by means of a lawfully adopted resolution.

CONFLICTS AND SAVINGS CLAUSE

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

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

WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals or caused these present to be signed by their proper corporate officers and the proper corporate seal affixed hereto the day and year first above written.

\_\_\_\_\_  
Allen Kirk, Board President

\_\_\_\_\_  
John Hynes

Attest: \_\_\_\_\_