

AGREEMENT

Kinnelon Board of Education

with

Chief School Administrator

THIS EMPLOYMENT CONTRACT is made and entered into this 27th day of September 2007, by and between the KINNELON BOARD OF EDUCATION, with offices located at 109Kiel Avenue, Kinnelon, New Jersey, 07405 (hereinafter referred to as the "Board"),

and

JAMES J. OPIEKUN, whose address is 11 Autumn Ridge Road, Box 94, Tranquility, New Jersey 07879 (hereinafter referred to as the "Chief School Administrator" or the "C.S.A.").

WHEREAS, for the purpose of mutual understanding between the Board and Mr. Opiekun to the end that will ensure continuity of district goals and objectives and efficient services will be rendered to and by both parties, for the benefit of both; and

WHEREAS, Mr. Opiekun is currently employed as the Kinnelon Public School's Superintendent of Schools with an employment contract dated July 1, 2004 through June 30, 2008; and

WHEREAS, Section 5K of Mr. Opiekun's prior employment contract provides for the an annual Board contribution of \$12,500 to a tax sheltered annuity of his choice; and

WHEREAS, a recent State of New Jersey Commission of Investigation Report recommended an enhanced level of public disclosure and transparency for administrative employment contracts; and

WHEREAS, the Board took very seriously their responsibility to comply with this recommendation that is in the public's best interest; and reallocated the non-salary tax shelter benefit to base salary, and

WHEREAS, this reallocation does not increase Mr. Opiekun's compensation for 2007-08 school year, and

WHEREAS, the Board has adopted a resolution at a public meeting held on July 26, 2007 to authorize the creation of a five year employment contract with Mr. Opiekun, effective July 1, 2007 through June 30, 2012;

NOW, THEREFORE, in consideration of the following mutual promises and obligations

of the parties and the rendering of the services of Mr. Opiekun as stated herein, the parties herein agree as follows:

1. TERM

The Board, in consideration of the promises herein contained of the C.S.A., hereby employs, and the C.S.A., hereby accepts employment as Chief School Administrator for a term commencing July 1, 2007, and ending June 30, 2012.

2. C.S.A. CERTIFICATION AND RESPONSIBILITIES

A. Certification: The C.S.A. shall hold a valid and appropriate certificate to act as Chief School Administrator in the State of New Jersey. In the event that the certificate of the Superintendent is revoked, the contract is null and void as of the date of the revocation.

B. Duties: The C.S.A. shall be the chief executive and administrative officer of the 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 supervising staff including instruction and business affairs, which in his judgment, best serve the district. The responsibility for making recommendations of the selection, placement, transfer and dismissal of personnel, both instructional and non-instructional, shall be vested in the C.S.A.

The members of the Board, individually and collectively, will refer to the C.S.A. any and all criticisms, complaints and suggestions concerning the operation and management of the district called to their attention. Any such references shall be discussed by the Board members at a scheduled meeting of the Board and a consensus sought to direct the C.S.A. to study, recommend, and/or take action.

The C.S.A. shall have the right to legal assistance by the Board Attorney in carrying out his duties at the expense of the Board provided that he has conformed to the Board's policies, rules and regulations, and State Law. The C.S.A. has the right to attend and speak at all Board meetings and Committee meetings of the Board, as requested. In the case of meetings where the Board intends to discuss the C.S.A.'s performance or negotiation of his contract, the C.S.A.'s right to notice and to attend and be represented by counsel shall be governed by statute and law.

All duties assigned to the C.S.A. by the Board should be appropriate to and consistent with the professional role and responsibility of the C.S.A., and shall be set by Board policy and in his job description (attached hereto and incorporated herein by reference) which may be modified from time to time, consistent with the intent set forth above.

3. PROFESSIONAL GROWTH OF C.S.A.

The Board encourages the continuing professional growth of the C.S.A. through his participation as he might decide in light of his responsibilities as the C.S.A. in the following:

- A. The operations, programs and other activities conducted or sponsored by local, state and national school administrator and/or school board associations, with Board approval;
- B. Seminars and courses offered by public or private educational institutions, with Board approval;
- C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the C.S.A. to perform his professional responsibilities for the Board;
- D. Visits to other institutions; and
- E. Other activities promoting the professional growth of the C.S.A. with Board approval of expenditure of funds and time during the regular school hours.

In its encouragement, the Board shall permit a reasonable amount of release time for the C.S.A. as he deems appropriate, to attend such matters.

4. COMPENSATION

- A. Salary: The Board shall pay the C.S.A., during the duration of this contract based on the following schedule:

2007-08	\$197,500
2008-09	\$203,425
2009-10	\$209,528
2010-11	\$216,861
2011-12	\$224,451

This annual salary shall be paid to the C.S.A. in accordance with the schedule for other certified employees.

- B. The Board reserves the right to withhold any increment in accordance with Title 18A:29-4.
- C. The Chief School Administrator is subject to varied managerial prerogatives inherent in the position. The Chief School Administrator is cognizant of his responsibilities and will expend sufficient time and energies to their completion. Time consumed in the performance of their duty shall be in accordance with his job description and it is mutually recognized that on occasions, time consumed will exceed the typical day as well as occasions when time will be less than typical. The Board recognizes that the Chief School administrator is aware of his responsibilities and does not desire to establish specific starting or ending times. A typical day will exist with understanding and mutual trust on both parties.

5. BENEFITS

The Board shall provide the C.S.A., as part of his compensation, with the following benefits:

- A. Vacations: The C.S.A. shall be granted 23 vacation days which shall be available to the C.S.A. on July 1 of each year. The C.S.A. shall be permitted to take vacation days at any time, with prior notice to the Board.
- B. Unused Vacation Days: If the C.S.A uses less than the full annual vacation to which he is entitled, upon approval of the Board, he will be paid at the contracted rate of pay, on a prorated basis for said unused vacation days. Said payment shall be made by December 31 of the next school year.
- C. Work Year: The work year for the C.S.A shall follow the normal school calendar as approved by the Kinnelon Board of Education.
- D. Sick Leave: The C.S.A. shall be allowed Fifteen (15) days sick leave annually. The unused portion of such leave, at the end of any year, shall be cumulative.
- E. Sick Day Bank: The C.S.A. shall be credited with a sick day bank which will equal the difference of the unused accumulated sick leave and 90 days.
- F. Medical Benefits: The Board shall provide the C.S.A. 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. Opiekun 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, the C.S.A. 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. Opiekun 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 the C.S.A. 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 the C.S.A. is entitled to health benefits.

G. Dental Insurance: The Board shall provide the C.S.A. with and pay the full premiums for individual and family coverage of the district dental plan.

H. Membership Fees: Upon the C.S.A.'s application for membership, the Board shall pay 100% of the C.S.A.'s membership fees and/or charges to the American Association of School Administrators, the New Jersey Association of School Administrators, the Morris County Association of School Administrators and the Association for Supervision and Curriculum Development.

I. Conferences: The C.S.A. shall be permitted to attend conferences identified in paragraph H above at Board expense.

J. Mileage: The C.S.A. shall be reimbursed for expenses incurred for travel, meals, and lodging in the performance of his duties under this employment contract.

6. TEMPORARY LEAVE OF ABSENCE

The C.S.A. shall be entitled to the following temporary non-cumulative leaves of absence with full pay each school year:

- A. Three (3) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Unused personal days will be credited to the cumulative sick day bank.
- B. Up to eight (8) additional days for family illness or death in the family. One day not used under this subsection will be credited to the sick leave bank.
- C. The C.S.A. may attend, with Board approval, appropriate professional meetings at the local, state and national level. The expenses of said attendance to be paid by the District. The C.S.A. shall file an itemized expense statement with the Board Secretary in order to be reimbursed for all authorized expenses.
- D. The C.S.A. may attend, with Board approval, required classes for advanced graduate study, when school is not in session.

7. SEPARATION FROM SERVICE

- A. Sick Days: Upon the C.S.A.'s retirement from employment with the District, the Board will pay all accumulated sick days at a per diem rate of \$200.00, not to exceed \$20,000. This applies only to days accrued while employed in Kinnelon.
- B. Payment to Estate: If the C.S.A. dies before his employment contract year is completed, payment for his accumulated vacation days and accumulated sick days shall be made to his estate.

8. MEDICAL EXAMINATION

The C.S.A. shall undergo a physical examination at least once in every year, pursuant to N.J.S.A. 18A:16-2 and N.J.S.A. 18A:16-3, the scope of which shall be determined under rules of the State Board. Such examination shall be made by a physician or institution of the C.S.A.'s choosing and the excess cost thereof and of all laboratory tests and related procedures shall be subrogated to the Board after submission to the insurance carrier.

9. EVALUATION

The Board shall evaluate the performance of the C.S.A. at least once a year. Each evaluation shall be in writing, a copy shall be provided to the C.S.A., and the Board and the C.S.A. shall meet to discuss the findings. The evaluation shall be based upon the goals and objectives of the district, the responsibilities of the C.S.A. as set forth in the job description for the position of C.S.A. (attached hereto and incorporated herein by reference) and such other criteria as the State Board of Education shall be regulation prescribe. The evaluation format shall be developed and approved by the Board and the C.S.A. on or prior to the execution of this contract.

On or before April 30 of each year of this employment contract, the Board and the C.S.A. shall meet in closed, executive session for the purpose of mutual evaluation of the performance of the Board and the C.S.A. The Board shall supply the C.S.A. with a written evaluation of him, which shall include areas of strengths and weaknesses and which shall provide direction as to areas of performance in need of improvement.

In the event that the Board determines that the performance of the C.S.A. is unsatisfactory in any respect, it shall describe, in writing, in reasonable detail, the specific instances of unsatisfactory performance. They shall include recommendations as to the areas of improvement in all instances where the Board deems the performance to be unsatisfactory. The C.S.A. shall have the right to counter with a written reaction or response to the evaluation. This response shall become a permanent attachment to the C.S.A.'s personnel file. On or before June 1 of each year of this employment contract, the C.S.A. 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.

10. RENEWAL/EXTENSION OF EMPLOYMENT CONTRACT

The Board and C.S.A. hereby agree that the employment contract commencing on July 1, 2007 shall terminate on June 30, 2012. All terms and conditions of the present contract, except

annual salary, shall be in effect until June 30, 2012. Should either party wish to amend the contract, he/it must notify the other party in writing. Any amendments to this contract agreed upon by both parties shall be effective at the beginning of the next school year, or upon the agreement of the parties, at an earlier date. Alternatively, at any time during the term of this contract the parties may agree to rescind this contract and execute a new three to five year contract. By June 30, 2011, the Board shall determine, by a majority vote of the full membership of the Board, whether to offer a new contract to the C.S.A. upon the expiration of this contract. If the Board does wish to continue the C.S.A.'s employment, the parties will meet promptly to negotiate terms for a successor agreement. If the Board does not wish to offer a new contract to the C.S.A. it shall notify him in writing on or before June 30, 2011.

11. TERMINATION OF EMPLOYMENT CONTRACT

This employment contract may be terminated by:

- A. Mutual consent of the parties.
- B. Unilateral termination by the C.S.A.: The C.S.A. may propose to terminate this employment contract upon ninety (90) days' written notice to the Board, except in his renewal year if he has been notified by the Board in writing that his employment contract will not be renewed. In that case, the C.S.A. shall provide the Board sixty (60) days written notice. If the C.S.A. gives such notice, the Board shall have the option to pay the C.S.A. his salary and continue all benefits for the notice period in lieu of services rendered.
- C. Disability of the C.S.A.: In the event of disability by illness or incapacity, after the C.S.A.'s sick leave has been exhausted, compensation shall only be reinstated after the C.S.A. has returned to employment and undertaken the full discharge of his duties.

If a controversy of board dispute exists concerning the capacity of the C.S.A. to return to his duties, the Board may require the C.S.A. to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The Board shall select the physician who shall conduct the examination. The examination shall be done at the expense of the Board. The physician shall limit his/her report to those factors that may prohibit the C.S.A. from performing his duties. The Board's obligation will cease upon a disability termination.

- D. Just Cause: (i) The parties hereto agree that in the event the C.S.A.'s certification is permanently revoked, all provisions of the employment contract shall automatically terminate and, if the C.S.A. 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 the employment contract shall terminate and the C.S.A.'s employment shall cease. (ii) Throughout the term of this employment contract, the C.S.A. shall be subject to dismissal only for inefficiency, unbecoming conduct, incapacity or other just cause in accordance with the provisions of Title 18A and applicable State Board

of Education regulations. Should the Board act to dismiss the C.S.A. for just cause, it will act in accordance with the provisions of Title 18A and applicable State Board of Education regulations.

- E. Death of the C.S.A.: In the event that the C.S.A. should predecease the term of this employment contract, this contract shall terminate and shall be unenforceable; provided, however, that the C.S.A.'s estate or designated beneficiary shall be paid for all authorized accumulated vacation days and sick days which were earned while employed by the Board.

12. 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.

13. 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 state or federal law, then, unless otherwise prohibited by law, the terms of this employment contract shall take precedence over the contrary provisions of the Board's policies or any permissive law during the term of the contract.

14. SAVINGS CLAUSE

If, during the term of this 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.

WHEREAS, a duly authorized officer of the Board has approve the terms and conditions of this employment contract,

and

WHEREAS, the C.S.A. has approved the terms and conditions of this employment contract,

and

WHEREAS, the form and legality of this employment contract has been approved by the Board's legal counsel, this employment agreement has been approved by a vote of the members of the Kinnelon Board of Education at its meeting of September 27, 2007.

IN WITNESS THEREOF, they set their hands and seals to this employment contract effective on the day and year first above written.

Chief School Administrator

BOARD OF EDUCATION OF THE KINNELON SCHOOL DISTRICT

By: _____
President

Witness

Date _____