

ASSISTANT SUPERINTENDENT OF CURRICULUM & INSTRUCTION

EMPLOYMENT AGREEMENT

BETWEEN

Matthew Robinson

and the

HOPATCONG BOARD OF EDUCATION

THIS AGREEMENT is made and entered into on April 29, 2024, by and between Matthew Robinson (“Assistant Superintendent” or “Robinson”) and the Hopatcong Board of Education, with offices located at 2 Windsor Avenue, Hopatcong, New Jersey 07843 (“Board”) (collectively the “Parties” and individually a “Party”).

WHEREAS, the Board desires to employ Robinson as the Assistant Superintendent of Curriculum & Instruction; and

WHEREAS, the Board desires to provide the Assistant Superintendent of Curriculum & Instruction a written agreement setting forth the terms and conditions of his contractual employment with the Board; and 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 Assistant Superintendent of Curriculum & Instruction employment:

1. TERM. The Board hereby employs the Assistant Superintendent of Curriculum & Instruction for the period beginning **July 1, 2024** and ending **June 30, 2025**.

2. COMPENSATION. The Board shall pay a prorated annual salary of \$165,000. It is understood that payments are subject to applicable taxes and deductions required by law. The annual salary shall be paid in accordance with the schedule of salary payments in effect for other certified employees.

3. PROFESSIONAL CERTIFICATION. The Assistant Superintendent of Curriculum & Instruction warrants that he possesses a valid and appropriate certification to serve in the position of the Assistant Superintendent of Curriculum & Instruction in the State of New Jersey and that said certification is now and shall remain in full force and effect throughout the term of this Agreement. The Assistant Superintendent of Curriculum & Instruction shall notify the Board immediately in the event of any change to such certification. The Assistant Superintendent of Curriculum & Instruction shall provide the Board with a copy of his certificate prior to execution of this Agreement.

4. REVOCATION CLAUSE. The Parties hereto agree that in the event the Assistant Superintendent of Curriculum & Instruction'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 Assistant Superintendent of Curriculum & Instruction 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 his employment shall cease.

5. PROFESSIONAL DEVELOPMENT. The Board will reimburse the Assistant Superintendent for his attendance at workshops and conferences upon prior approval of the Board. However, reimbursement for professional development shall not exceed \$1,500.

6. DUTIES. The Assistant Superintendent of Curriculum & Instruction agrees to give his best professional services and to faithfully perform the duties of the position of the Assistant Superintendent of Curriculum & Instruction, as assigned by the Board and prescribed by Federal and State law, the regulations of the State Board of Education and other agencies, the by-laws, policies and regulations of the Board, and the job descriptions as existing and as may be amended by the Board from time to time. The Assistant Superintendent of Curriculum & Instruction shall work five days per week, except during holidays when school and its offices are closed. The Assistant Superintendent of Curriculum & Instruction shall attend evening commitments (including, but not limited to, Board and Committee meetings, back-to-school night, parent/teacher conferences, and hearings/presentations by the Board), when requested by the Board. There shall be no additional compensation for attending evening commitments. The Assistant Superintendent of Curriculum & Instruction shall be available during non-school day hours by telephone and shall provide the Board, the Superintendent, and the Board Secretary/Business Administrator with telephone numbers for the purposes of communication during non-school day hours to discuss District related business.

7. BENEFITS.

a. Insurance: The Board shall provide the Assistant Superintendent of Curriculum & Instruction and his eligible dependents with full health and medical care coverage. The Assistant Superintendent of Curriculum & Instruction shall contribute toward payment of premiums pursuant to applicable law and regulation. The contribution percentage shall be paid by the Assistant Superintendent of Curriculum & Instruction through payroll deduction. The Board also shall provide the Assistant Superintendent of Curriculum & Instruction and his eligible

dependents with a prescription plan. The Board shall pay the full premium of the prescription and dental plans. The Assistant Superintendent of Curriculum & Instruction shall contribute toward payment of premiums pursuant to applicable law and regulation. The contribution percentage shall be paid by the Assistant Superintendent of Curriculum & Instruction through payroll deduction. Should the Assistant Superintendent choose to waive health and prescription benefits, he shall be entitled to payment of 25% of the premium cost or \$5,000, whichever is less, subject to the laws and regulations governing the SEHBP. The Board shall provide the Assistant Superintendent of Curriculum & Instruction annually \$375 toward vision claims for employee or family.

b. Vacation: The Assistant Superintendent of Curriculum & Instruction shall be entitled to twenty-four (24) vacation days (with pay) per year. All vacation days shall be available to the Assistant Superintendent of Curriculum & Instruction as of July 1 of each year of the contract. The Assistant Superintendent of Curriculum & Instruction shall take vacation time after receiving approval from the Superintendent. Unused vacation time will accumulate up to fifteen (15) days per year but those carried over days must be used in the succeeding year or be forfeited.

c. Holidays : The Assistant Superintendent of Curriculum & Instruction shall be entitled to all holiday leave in accordance with the district calendar and Federal and State law.

d. Sick Leave: The Assistant Superintendent of Curriculum & Instruction shall receive ten (10) sick days annually.

e. Deferred Compensation: Upon the Assistant Superintendent of Curriculum & Instruction's retirement from the district, the Board shall pay for his unused, accumulated sick days at the per diem rate of a day's pay for each unused sick day. For purposes of this paragraph, a day's pay is defined as one two hundred sixtieth (1/260) of the Assistant Superintendent of Curriculum & Instruction's final annual salary. Upon the Assistant Superintendent's separation

from employment, the Board shall pay him for his unused vacation days at the rate of one day's pay for each vacation day. The maximum combined payment for unused sick and vacation days shall be fifteen thousand dollars (\$15,000.00). Payment hereunder shall be made within thirty (30) days of the Assistant Superintendent of Curriculum & Instruction's last day of employment to a TSA/403b account. In the event of the Assistant Superintendent of Curriculum & Instruction's death, payment for his unpaid vacation days shall be made to his estate.

8. Mileage Reimbursement. The Assistant Superintendent of Curriculum & Instruction shall be reimbursed for actual mileage when using his personal vehicle for Board business as annually established by the New Jersey Office of Management and Budget. Reimbursement for the use of a personal vehicle shall be tendered only upon proof of compliance with applicable regulations. However, reimbursement for mileage shall not exceed \$1,000.

9. TERMINATION OF AGREEMENT.

- a. This Contract shall terminate and the Assistant Superintendent of Curriculum & Instruction's employment will cease, under any one of the following circumstances:
- i. revocation or suspension of the Assistant Superintendent of Curriculum & Instruction'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;
 - ii. forfeiture under N.J.S.A. 2C:51-2;
 - iii. mutual agreement of the parties subject to approval by the Executive County Superintendent;
 - iv. notification in writing by the Board of the Board's intent not to renew this Contract; or
 - v. material misrepresentation of employment history, educational and/or

professional credentials relating to his position as a certificated educator, or of his criminal background.

b. In the event the Assistant Superintendent of Curriculum & Instruction 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. This Agreement may be terminated by either Party for any reason whatsoever by furnishing the other Party with written notice thirty days in advance of any intended severance of this Agreement.

10. TUITION REIMBURSEMENT. The Board shall reimburse the Assistant Superintendent of Curriculum & Instruction for tuition costs incurred for graduate level courses up to \$5,250 per year. The courses shall be at an accredited institution or higher education that are part of a formal program of studies leading to the awarding of a Master's Degree or a Doctoral Degree in an area or discipline judged to be a benefit to the Board. Reimbursement will be subject to the Assistant Superintendent's continuation of employment by the Board of Education in the following year and require advance approval from the Board. Should the Assistant Superintendent leave the district before one year, he must repay 100% of the tuition costs. Should the Assistant Superintendent leave the district before two years, he must repay 75% of the tuition costs. Should the Assistant Superintendent leave the district before three years, he must repay 50% of the tuition costs.

11. INDEMNIFICATION. Anything contained herein to the contrary notwithstanding,

the Board agrees that while the Assistant Superintendent of Curriculum & Instruction is providing services to the Board under this Agreement, he is entitled to the protection of the indemnification provisions of *N.J.S.A.* 18A:16-6 and any other applicable New Jersey Statutes. The Assistant Superintendent of Curriculum & Instruction agrees to cooperate fully and to assist the Board with its defense of any actions against him and/or the Board.

12. CRIMINAL HISTORY CHECK. The Assistant Superintendent of Curriculum & Instruction 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 Assistant Superintendent of Curriculum & Instruction shall bear the cost for the criminal history

13. 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.

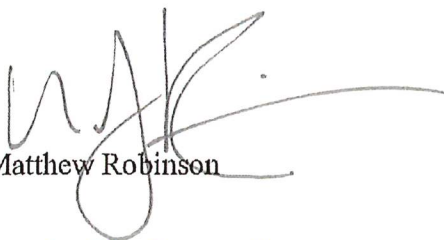
14. AGREEMENT TO BE BOUND. The parties hereto represent to each other that they fully understand the terms and conditions of this Agreement, and agree to be bound by same pursuant to the rules and regulations of the Department of Education and the State of New Jersey.

15. ENTIRE AGREEMENT. This Agreement incorporates the parties' entire agreement and complete understanding concerning the terms and conditions of the Assistant Superintendent of Curriculum & Instruction's retention by the Board. This Agreement shall be construed accordance with the provisions of the laws of New Jersey and is subject to approval by the Executive County Superintendent of Schools.


16. MODIFICATION CLAUSE. 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 by 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. New Jersey law shall govern the execution, delivery, interpretation, performance and the enforcement of this Agreement. This Agreement embodies the entire agreement between the Parties.


IN WITNESS WHEREOF, the Board has caused this Agreement to be approved on its behalf by a duly authorized officer and the Assistant Superintendent of Curriculum & Instruction has approved this Agreement effective on the date and year specified above.


Matthew Robinson

DATED: 5/8/2024


Nicole-Falconi Shubert
Board President

5/13/24
DATED:


Jeff Hallenbeck
Acting Superintendent/Business Administrator

DATED: 5/8/24


WITNESS:

5/8/2024
DATED: