

June 25, 2010

CONTRACT OF EMPLOYMENT

THIS AGREEMENT, made this 3rd day of Aug, 2010:

BETWEEN: North Hunterdon-Voorhees Regional  
High School District Board of Education ("Board")  
1445 State Route 31  
Annandale, New Jersey 08801

AND: Frank C. Helies ("Dr. Helies")

WITNESSETH:

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

WHEREAS, Dr. Helies has served as the Assistant Superintendent of Curriculum/Pupil Personnel Services since January 2001 and continues to hold an appropriate certificate as prescribed by the State Board of Education and as required by N.J.S.A. 18A:17-17; and

WHEREAS, the Board and Dr. Helies have considered the terms of his employment and have agreed to the terms and conditions set forth herein;

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

**ARTICLE I**  
**EMPLOYMENT**

A. The Board hereby agrees to employ Dr. Helies as Assistant Superintendent of Curriculum/Pupil Personnel Services for the period July 1, 2010, through June 30, 2011.

B. Dr. Helies shall be paid gross salary in the amount of:

(a) One hundred sixty-nine thousand one hundred seventy-two dollars (\$169,172.00) per year, prorated for the six-month period July 1 to December 31, 2010 (reflecting a six-month salary freeze at the 2009-10 level); and

(b) One hundred seventy-two thousand five hundred fifty five (\$172,555.00) per year, prorated for the six-month period January 1 to June 30, 2011.

C. The aforesaid salary shall be paid, in semi-monthly installments, in accordance with the policies of the Board concerning the payment of professional staff members.

**ARTICLE II**  
**DUTIES**

In consideration of the employment, salary and fringe benefits established hereby, Dr. Helies hereby agrees to the following:

A. To faithfully perform the duties of Assistant Superintendent of Curriculum/Pupil Personnel Services for the Board 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 in the future. Dr. Helies agrees that he shall perform his duties as Assistant Superintendent of Curriculum/Pupil Personnel Services in accordance with the statutes, rules and regulations applicable to such position as well as in

accordance with the job description for the position of Assistant Superintendent of Curriculum/Pupil Personnel Services.

B. To devote his full time, skills, labor and attention to this employment during the term of this Contract.

C. To attend appropriate professional meetings and conferences as a representative of the Board. The expenses incurred by Dr. Helies in connection with such meetings shall be reimbursed in accordance with the provisions of this contract, Board policy and applicable law.

### **ARTICLE III**

#### **BENEFITS IN ADDITION TO SALARY**

A. Dr. Helies shall receive twelve (12) sick days annually. Unused sick days leave shall be cumulative in accordance with the provisions of N.J.S.A. 18A:30, et seq. Dr. Helies may, in the event of extended illness or disability, which requires a prolonged absence beyond the number of sick days he may have accumulated, apply to the Board pursuant to N.J.S.A. 18A:30-6 for extended sick leave for a period not to exceed thirty (30) additional work days. The Board will not unreasonably deny such an application provided that Dr. Helies's need for a prolonged absence is adequately supported by a physician's certification.

B. The parties acknowledge that as of the effective date of P.L. 2007, c. 92 (June 8, 2007), Dr. Helies had accrued payment for accumulated sick leave in the amount of thirty thousand dollars (\$30,000.00). Therefore, upon retirement from the North Hunterdon-Voorhees Regional High School District, Dr. Helies will receive severance pay for unused accumulated sick days in an amount equivalent to 50% of

1/260th of his annual salary for each day of sick leave which he will have accumulated as of the effective date of retirement, up to a maximum of thirty thousand dollars (\$30,000.00). Payment will be made to Dr. Helies either (1) by September 1 following the effective date of his retirement if Dr. Helies provides the Board with notice of his retirement by December 1 of the previous fiscal year, or (2) by September 1 of the second year after the effective date of his retirement if Dr. Helies provides the Board with notice of his retirement after December 1 of any fiscal year.

C. Dr. Helies will be entitled to three (3) personal days each year and if not used they may be rolled over each year into sick days.

D. Dr. Helies will be entitled to up to five (5) days at any time in the event of death of his spouse, child, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, or other member of the immediate household. Additional emergency leave may be approved by the Superintendent.

E. Dr. Helies shall be entitled to membership paid by the Board in the American Association of School Administrators, New Jersey Association of School Administrators, Hunterdon County Administrators Association and any others approved by the Board.

F. It is also understood that Dr. Helies may periodically request approval to attend professional conferences as Assistant Superintendent of Curriculum/Pupil Personnel Services and as a representative of the Board. In connection with such request, Dr. Helies shall request approval of the Board to be allowed to attend such conferences. Such approval shall be requested in such a manner as to provide the Board with reasonable opportunity to consider such requests prior to

the date of such conference. These conferences should include but not be limited to the American Association of School Administrators, New Jersey Association of School Administrators and New Jersey School Boards Association Workshops.

G. Dr. Helies shall be entitled to an annual vacation of twenty-three (23) working days per year in addition to the holidays that are given to central office personnel. Dr. Helies shall take his vacation time only after giving the Superintendent reasonable notice, except if Dr. Helies wishes to take five (5) continuous vacation days, he shall give the Superintendent at least ten (10) days prior notice of his intent to take such vacation. In the event that Dr. Helies intends to take three (3) or fewer continuous vacation days, such notice will not be necessary. In accordance with N.J.S.A. 18A:30-9, if vacation time is not taken because of business demands, Dr. Helies may carry over up to fifteen (15) vacation days to the subsequent year. This "carry over" shall not be cumulative. Remaining unused vacation days (in excess of the 15 "carry over" days) shall be forfeited by Dr. Helies. Upon resignation or retirement from employment by the Board, Dr. Helies will be reimbursed for accumulated unused vacation days at the rate of 1/260th of his annual salary for each day up to 38 days. Payment will be made to Dr. Helies either (1) by September 1 following the effective date of his resignation or retirement if Dr. Helies provides the Board with notice of such resignation or retirement by December 1 of the previous fiscal year, or (2) by September 1 of the second year after the effective date of his resignation or retirement if Dr. Helies provides the Board with notice of such resignation or retirement after December 1 of any fiscal year.

H. Dr. Helies, his spouse and his dependents shall be entitled to receive the medical, dental and other health insurance coverages as set forth in the

current contract between the Board and the North Hunterdon-Voorhees Administrators Association, as it may be amended.

#### ARTICLE IV

#### EVALUATION

Dr. Helies's performance shall be evaluated by the Superintendent once during the term of this Contract.

#### ARTICLE V

#### TERMINATION AND NON-RENEWAL

A. The parties hereto agree that in the event Dr. Helies's certification is revoked, this Contract shall be null and void as of the date of the revocation. Likewise, if Dr. Helies is precluded from performing his duties by any judgment, order or direction of any court of competent jurisdiction or the Commissioner of Education, this Contract shall be null and void as of the date of the judgment, order or direction, and Dr. Helies's employment shall cease.

B. Dr. Helies agrees that he shall not terminate this agreement except upon giving the Board at least sixty (60) days prior written notice of such election to terminate. Such notice shall be hand-delivered or sent via certified mail, return receipt requested, addressed to the Superintendent.

#### ARTICLE VI

#### MISCELLANEOUS

A. The terms and conditions of this Contract shall not be modified except by the written consent of both parties hereto.

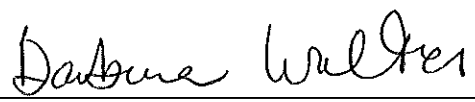
B. If any term of this Contract is deemed unenforceable or void in accordance with New Jersey law, all other unaffected clauses shall remain in full force and effect. This contract shall be interpreted in accordance with New Jersey law.

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

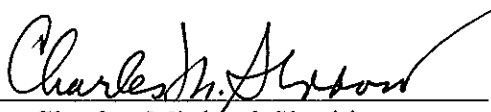
ATTEST:

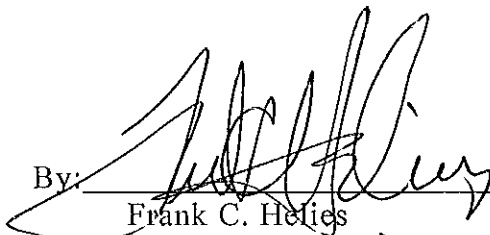
NORTH HUNTERDON-VOORHEES  
REGIONAL HIGH SCHOOL DISTRICT  
BOARD OF EDUCATION

By:   
Charles Michael Shaddow  
Superintendent

By:   
Barbara Walter, President

ATTEST:

By:   
Charles Michael Shaddow  
Superintendent

By:   
Frank C. Helges