

V.B.I.
1-25-10
CONFIDENTIAL

**EMPLOYMENT AGREEMENT
BY AND BETWEEN
THE NORTH COLONIE CENTRAL SCHOOL DISTRICT
AND
D. JOSEPH CORR**

AGREEMENT, made this 25 day of January, 2010, by and between The Board of Education of the North Colonie Central School District, Albany County, New York (hereinafter, the Board) and D. Joseph Corr, residing at 21 Glaz Street, East Greenbush, New York (hereinafter, the "Superintendent"); and

WHEREAS, the Board at a meeting duly held on January 25, 2010, passed a resolution appointing D. Joseph Corr, as Superintendent of Schools of the District for the period from August 1, 2010, through July 31, 2013, and the District wishes to employ Mr. Corr in such capacity; and

WHEREAS, the Superintendent has accepted the Board's offer of employment with the District as Superintendent of Schools, upon the terms and conditions set forth herein; and

WHEREAS, it is the parties' belief that a written contract fully specifying the terms and conditions of the Superintendent's employment by the District will promote effective communication and true understanding between the parties; and

WHEREAS, the parties have mutually agreed upon the following terms and conditions relative to the Superintendent's employment by the District;

NOW THEREFORE, in consideration of the agreements hereinafter set forth, and other good and valuable consideration, the parties agree as follows:

**ARTICLE I
TERM OF EMPLOYMENT AND WORK YEAR**

1. At the meeting of the Board of Education of the District held on January 25, 2010, D. Joseph Corr was appointed to the position of Superintendent of Schools, pursuant to a three year appointment effective August 1, 2010 and terminating July 31, 2013 unless further extended or sooner terminated in accordance with the provisions of this Agreement.

2. The Superintendent's work year shall be twelve (12) months, from July 1 to June 30.

ARTICLE II
DUTIES AND RESPONSIBILITIES OF
THE SUPERINTENDENT AND THE BOARD

1. The Superintendent shall have charge of the schools of the District under the direction of the Board; he shall be the chief administrative officer of the District and shall perform all the duties and possess all the powers and authority now or hereafter imposed upon or granted to a superintendent of schools under the provisions of the Education Law or other applicable statutes, laws, rules and/or regulations and those duties and/or responsibilities established by the Board pursuant to such statutes, laws, rules and regulations.

2. During the term of this agreement, the Superintendent shall faithfully, diligently and in accordance with accepted professional standards perform and discharge the duties and responsibilities of Superintendent of Schools of the District as the same are set forth in the Education Law and other applicable statutes, laws, rules and/or regulations and the duties and/or responsibilities established by the Board pursuant to such statutes, laws, rules, and/or regulations.

3. Without limiting the foregoing and subject to the oversight of the Board of Education consistent with its legal obligations, the Superintendent shall have the specific authority, right and responsibility, to:

a. organize and reorganize the faculty and staff, including instructional and non-instructional personnel, in a manner which in the Superintendent's judgment best serves the District;

b. make recommendations to the Board of Education as a prerequisite to either the appointment or the termination of employment of both instructional and non-instructional personnel;

c. supervise, direct and evaluate associate, assistant and other Superintendents, directors, supervisors, principals, teachers and all other persons employed in either the business management or the instructional activities of the District;

d. transfer teachers and administrators from one school to another, or from one grade of a course of study to another grade in such course, subject to the terms of any relevant collective bargaining agreements;

e. with respect to their relationships to one another and the determination of their respective powers and duties, the parties acknowledge that they are both subject to the laws of the State of New York and applicable rules and regulations of the Board of Regents and the Commissioner of Education of the State of New York.

4. The Board may, from time to time, prescribe additional or different duties and responsibilities for the Superintendent, provided, however that the Board shall not, without the Superintendent's written consent, adopt a policy, by-law or regulation which impairs or reduces the

duties and authority specified above; and, provided further, that all additional duties and responsibilities prescribed by the Board are consistent with those normally associated with the position of Superintendent of Schools in the State of New York. This provision shall continue in full force and effect during any period of suspension.

5. During the term of this Agreement, the Superintendent shall devote his full time, skills, labor and attention to the performance and discharge of his duties and responsibilities; provided, however, that the Superintendent may undertake consultation work, speaking engagements, writing, lecturing or other professional duties, obligations and activities, with or without remuneration, so long as such activities do not materially affect the performance and/or discharge of the Superintendent's duties and/or responsibilities under this Agreement.

6. The Superintendent represents that he will, throughout the term of this Agreement, hold a valid certificate to act as a Superintendent of Schools in the State of New York and that proof of such certification will be furnished to the District Clerk upon request. It is expressly understood that failure to hold and maintain such certification shall be cause for the immediate termination of this agreement and of the employment of the Superintendent.

7. The Superintendent shall be notified of and shall have the right to attend all meetings of the Board, including executive sessions of the Board, except that the Board may exclude the Superintendent from any portion of a meeting during which they are discussing his performance, compensation, or, in the event of an anticipated vacancy, the selection of a new superintendent.

8. Consistent with and pursuant to Education Law section 211-b(5)(a), the Superintendent is required to and shall cooperate fully with any distinguished educator appointed by the Commissioner of Education.

9. The Superintendent shall be evaluated annually by the Board of Education in accordance with Board Policy.

ARTICLE III **COMPENSATION**

1. As salary for the period August 1, 2010 through June 30, 2011, the Superintendent shall be paid, at the rate of One Hundred and Seventy-Four Thousand One Hundred and Sixty-Six (\$174,166) Dollars, which is the pro-rated sum based on an annual salary of One Hundred and Ninety Thousand (\$190,000) Dollars.

2. Provided he remains in the employ of the District, the Superintendent's salary for the succeeding two (2) years of his employment shall not be less than One Hundred and Ninety Thousand (\$190,000) Dollars per year and shall be reviewed annually by the Board, and during the term of his employment, shall not be diminished from the preceding year.

3. The Superintendent's compensation for each subsequent twelve (12) month period

of employment shall be determined by the Board no later than June 1st of each year.

4. All compensation, less deductions required by law or authorized by the Superintendent, shall be paid in equal installments in the same manner as salary is paid to other certified employees of the District or as may be mutually agreed to by the parties.

ARTICLE IV BENEFITS

A. Leave:

1. The Superintendent shall be credited with all accumulated sick leave days earned by the Superintendent during the course of his total employment with the District. Effective July 1, 2010 and each July 1st thereafter, the Superintendent shall be entitled to eighteen (18) days of paid sick leave per school year, which shall be credited on a monthly, pro-rated basis. The Superintendent, at his discretion, shall have the ability to donate up to ten (10) sick days per year from his accrued balance to another School District employee of the School District who has need for sick days but has no paid sick leave days available. Any such donation shall be deducted from the Superintendent's sick leave accrued balance.

2. Unused sick leave days may be accumulated by the Superintendent from year to year, if unused, to a maximum of Four Hundred Ten (410) days for sick leave payment purposes as set forth herein. Otherwise, the total number of sick leave days that can be earned has no limit. Upon separation from employment, except for cause, unused sick leave may be cashed out as follows: Accumulated Days minus (8.75 x years of service or 175, whichever is less) x \$60.00. Payment shall be applied to the Retiree Tax Shelter Plan as noted in Appendix A.

3. Five (5) days of accumulated sick leave may be used per year for family illness. The Board may authorize additional days at its discretion.

4. The Superintendent shall be allowed three (3) days for personal leave which require absence during school hours.

5. The Superintendent shall be allowed three (3) days paid leave for religious days off which require absence during school hours.

6. The Superintendent shall have up to five (5) days paid leave in the event of the death of his spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, sibling, grandfather, grandmother or grandchild.

7. Provided that school is not in session, the Superintendent shall be entitled to paid holiday leave on the following days:

Labor Day
One Jewish High Holy Day (designated by the Board of Education)
Columbus Day
Veterans' Day
Thanksgiving Day
The Day After Thanksgiving Day
Christmas Day
New Year's Day
Martin Luther King Day
Presidents' Day
Good Friday
Memorial Day
Fourth of July
Any one day of the April Vacation

8. Personal Injury Benefits: Whenever the Superintendent is absent from employment and unable to perform assigned or expected duties as a result of a disability caused by an accident or occupational disease arising in the course of employment and is entitled to Workmen's Compensation payments for such absence, the Superintendent will be paid full scheduled salary during such absence, pursuant to the following:

A. Sick days accumulated by the Superintendent before the absence will be evenly divided into two (2) groups. From the first group, one-half ($\frac{1}{2}$) day will be deducted for each full day of absence. Upon the depletion of this first group of days, the Superintendent will continue to be paid full scheduled salary for an additional period of six (6) months. After this six (6) month period, the Superintendent who is unable to return to work will only receive Workers' Compensation payments if entitled thereto.

B. The second group of accumulated sick days (one-half of the original amount accumulated before the period of absence) will be available to the Superintendent upon his return to work.

C. In the event that the Superintendent is awarded a schedule loss of use award by the Workers' Compensation Board, the District may request full wage reimbursement for the amount of wages paid during the period of absence attributable to the compensable disability. Upon receipt of reimbursement, the District shall restore all charged sick days up to the amount of reimbursement. If the award exceeds the amount of full wage reimbursement, the remainder shall belong to the Superintendent. If the award is less than the amount of full wages paid during the period of the disability, the restoration of charged sick days will be restricted to

the amount of the reimbursement award.

9. The Superintendent shall be allowed to attend conferences, conventions, workshops or other professionally related meetings, with the approval of the Board, with such days not to be deducted from sick, personal, or vacation leave.

B. Vacation:

1. The Superintendent shall be entitled to twenty-three (23) days of paid vacation during each school year of this Agreement credited at the rate of 1.92 days per month in addition to holidays set forth above. The Superintendent shall be entitled to carry forward any accumulated vacation days from his prior position, subject to the cap provided herein. Unused vacation days, not to exceed 30 days, may be accumulated for use in future years. Upon separation from employment, except for cause, up to a maximum of twenty-three (23) of such unused vacation days may be cashed out by the Superintendent at the rate of his per diem rate of pay (1/240th of the contracted annual salary).

2. Vacation days shall be taken by the Superintendent in a manner and a time consistent with the needs of the District and upon prior approval of the President of the Board.

C. Membership: The District shall pay the cost of the Superintendent's membership in the following professional organizations during the period of the Superintendent's employment by the District:

New York State Council of School Superintendents
American Association of School Administrators
Association for Supervision and Curriculum
New York State Council for Social Studies

D. Insurances:

1. Health and Dental Insurance - The Superintendent will be permitted to participate in the same health and dental insurance plans as such are made available by the District to other certified employees of the School District. The District will pay ninety (90%) percent of the individual premiums for health and dental coverage, and eighty (80%) percent of family premiums for health and dental insurance coverage. If the Superintendent dies while in service to the District, his spouse may continue individual health insurance coverage for five (5) years at the Superintendent's then current contribution rate. After five (5) years, his spouse may continue individual coverage at full cost to her.

2. Health Insurance in Retirement - Upon his retirement from the District, under the rules of the New York State Teachers Retirement System, the Board will provide health insurance coverage for the Superintendent and his then current spouse, for the remainder of the Superintendent's life. Only the Superintendent's spouse at the time of retirement, if any, shall be eligible for such coverage; no subsequent spouse or dependents shall be eligible for coverage under

the District plan. The District will pay 90% of the premium cost for individual coverage and 80% of the premium cost for two-person or family coverage. If the Superintendent retires from the District and predeceases his spouse, the Superintendent's surviving spouse may continue individual coverage under the District's health insurance plan for three (3) years at the Superintendent's then current contribution rate. After three (3) years, his spouse may continue individual coverage at full cost to her. Continuation of dental coverage under the District's plan is available to the Superintendent in retirement only at full cost to the Superintendent. This paragraph shall survive the term and be enforceable after the termination of this agreement.

3. Optical Insurance - The Superintendent may participate in the District's optical plan with the district paying the full annual cost of such plan.

4. Term Life Insurance - While employed, the District will provide the Superintendent with term life insurance, at a benefit level equal to two (2) times the Superintendent's base salary, at District expense. Upon retirement from the District, the Superintendent shall, at his sole expense, be entitled to continue this benefit until age 65 at an amount equal to one times his retiring annual base salary, at the same rate per \$1,000 of coverage charged the District for administrators who receive the benefit of two times annual salary during working years.

E. Miscellaneous Benefits:

1. The District shall reimburse the Superintendent for use of his car while performing his responsibilities as Superintendent according to the District mileage reimbursement rate.

2. The Superintendent shall be eligible to participate, at his own expense, in the District's variable annuity program, cafeteria plans, long-term disability and other payroll deduction plans (credit union, savings bonds, etc.).

3. An Employee Assistance Program will be available to the Superintendent at District Expense.

4. Retirement Notice Incentive - Upon submission to the District of a letter of resignation for the purposes of retirement at least seven months in advance of his effective date of retirement, the Superintendent will be granted a retirement notice incentive. In the event the Superintendent becomes disabled, this notification requirement shall be waived. The Superintendent must retire in accordance with the rules of the New York State Teachers' Retirement System. Such retirement notice incentive will be payable the month after the Superintendent retires.

a. Notice of intent to retire under the provisions may be revoked by the Superintendent for extenuating circumstances as determined by Board, if such notice of intent to revoke is provided at least ninety (90) days prior to the date of retirement.

b. The incentive shall be calculated as follows: Number of years credited in the New York State Retirement System x \$342.00 to a maximum of \$10,000.

5. A Retiree Tax Shelter plan in accordance with Internal Revenue Code Section 403(b) will be available to the Superintendent.

6. The District shall, at its expense, provide the Superintendent with a cell phone and laptop computer for his use for the conduct of School District business which may, as set forth below, include reasonable and incidental personal use. The cell phone and computer shall be the property of the District and shall be returned to the District at the time the Superintendent leaves the employment of the District. The cell phone and computer are to be used for business related to the School District. However, the Board understands that included within approved use of the cell phone and computer is reasonable and incidental personal use.

7. The Superintendent shall receive an annual allowance not to exceed One Thousand (\$1,000.00) Dollars to pay for reasonable expenses related to his official role as Superintendent. Such expenses may include, but are not limited to, such things as cost of recognition dinners, payments to attend school/PTA events, purchase of condolence/recognition cards for staff, etc.

ARTICLE V **INDEMNIFICATION**

The District agrees, as a further condition of this employment contract, that, pursuant to the New York State Education Law (Sections 3023, 3028 and 3811) and New York State Public Officers Law (Section 18), it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent while he was acting in his official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of his employment or under the direction of the Board, including but not limited to all uninsured financial loss arising out of any proceeding, claim, demand, suit or judgment by reason of alleged negligence or other conduct resulting in bodily or other injury to any person or damage to the property of any person. Upon his receipt of criminal charges or a civil lawsuit or process, the Superintendent must provide a copy of same to the District Clerk within five (5) calendar days in order to be entitled to the protection of this provision.

ARTICLE VI **AGREEMENT TERMINATION**

1. This Agreement may be terminated:
 - a. at any time, without cause, by mutual agreement, in writing, between the Superintendent and the Board;
 - b. due to loss of certification of the Superintendent;
 - c. by the Superintendent's written resignation on ninety (90) days notice to the President of the Board. If the Superintendent fails to provide the District the full

ninety (90) days notice set forth herein, then he will forfeit the payment for any unused accumulated sick leave under Article IV(A)(2) and any unused accumulated vacation leave under Article IV(B) herein;

- d. Upon the death of the Superintendent; or,
- e. For just cause, in accordance with the hearing procedures set forth below.

2. Hearing Procedures:

- (a) Charges against the Superintendent may only be brought by the Board and all such charges shall be in writing. The Superintendent shall be entitled to a fair hearing on said charges, upon at least thirty (30) days notice, before an independent hearing officer who shall be an attorney at law. The hearing shall be in executive or public session, at the option of the Superintendent. The hearing officer will be selected by mutual agreement between the Superintendent and the Board or, in the event no such agreement is reached within fifteen (15) days after the Superintendent's receipt of the written charges, a request shall be made to the American Arbitration Association, by either party for a list of Arbitrators, from which a hearing officer will be selected in accordance with the rules of the American Arbitration Association. Any suspension of the Superintendent during this process shall be with full pay and benefits.
- (b) The Superintendent shall be entitled to due process protection at such hearing, including but not limited to the right to elect a public or private hearing; to be represented by counsel, to present, cross-examine and subpoena witnesses, to subpoena documents, papers, letters or other relevant and tangible evidence, to have all testimony given under oath, to receive without cost an accurate written transcript of the proceedings; and to receive written findings of fact and conclusions of law. The District, at its expense, shall provide a certified shorthand or court reporter who will transcribe all proceedings.
- (c) The hearing officer shall, upon the conclusion of the hearing, prepare and submit a written decision, which decision shall include findings of fact and a disposition of each charge. Both the Board and Superintendent shall be bound by the decision of the hearing officer. Both parties shall, however, retain their right to appeal the decision of the hearing officer to any forum with jurisdiction in accordance with any applicable law.
- (d) If the charges against the Superintendent are not sustained at such hearing or after any appeal therefrom, the Board shall reimburse the Superintendent for his costs and attorney's fees incurred in defense of the hearing and/or appeal therefore.

ARTICLE VII
DISABILITY

1. The Board may, in its discretion, by majority vote, terminate this Employment Agreement where:

(1) illness, injury, or other medical disability substantially impairs the performance of the Superintendent; and

(2) such disability substantially impairs the performance of the Superintendent's duties for more than six months from the date of its onset; and

(3) clear notice is given to the Superintendent of the Board's intention to terminate; and

(4) opportunity is given to the Superintendent, or his representative, to be heard by the Board prior to any vote of the Board pursuant to the provisions of this article in order to refute the existence of any such disability.

2. Notwithstanding the foregoing, the Board reserves the right, during the Superintendent's term, in the event of his absence, illness, injury, or other disability which persists for 30 days or more, to appoint an Acting Superintendent of Schools who shall temporarily perform the duties of Superintendent at the pleasure of the Board. In case of illness, injury, or other medical disability sustained by the Superintendent of any duration, and for the purpose of determining whether to appoint an Acting Superintendent while the Superintendent's term continues and/or to terminate such term under the conditions previously described, the Board of Education, at its request, shall be entitled to receive written reports from the Superintendent's physician and shall, at the Board's expense, be entitled to have the Superintendent examined by physician(s) of the Board's choosing designated for the purpose, at such reasonable time or times as the Board shall request.

3. If the Superintendent is totally disabled and unable to work and has exhausted all accumulated sick leave, he will be paid full salary for up to a maximum period of six (6) months. This right may be used to satisfy the six month period set forth above and is subject to the Board's rights of termination in accordance with this Article.

ARTICLE VIII
AGREEMENT RENEWALS

1. The Board shall notify the Superintendent, on or before June 30, 2011, whether it intends to extend his employment for an additional term commencing on August 1, 2013 or whether the Superintendent's term will expire on July 31, 2013. By June 30 of each school year thereafter the Board shall likewise act to notify the Superintendent whether it intends to extend his employment for an additional year commencing on July 1 of the year set for termination of the then current contract. The failure of the Board to act in accordance herewith shall not cause this

Agreement or the employment of the Superintendent to be extended beyond the then current expiration date.

2. Should the Board fail to meet or act in regard to the Superintendent's employment prior to June 30, 2011, as required herein the Superintendent may request in writing that the Board inform him whether or not it intends to extend his appointment for an additional one (1) year term. The Board shall, in writing, respond to this request in either the affirmative or the negative within thirty (30) days of its receipt of the request.

3. Any extension of the term of the Superintendent's employment shall be evidenced by an amendment to this Agreement; and shall be upon the same terms and conditions as herein set forth unless otherwise agreed in writing by the parties. In no event shall the benefits provided to the Superintendent under this agreement and subsequent contract extensions be decreased or eliminated during the term of his employment, without his consent.

4. In the event that the Board notifies the Superintendent of its intention to extend his appointment as Superintendent of Schools, then within sixty (60) days of such notice, the Superintendent shall advise the Board in writing as to whether he intends to accept the extended appointment.

ARTICLE IX **MISCELLANEOUS**

1. The validity or enforceability of any particular provision of this agreement shall not affect its other provisions, and this agreement shall be construed in all respects as if such invalid or unenforceable provision has been omitted.

2. This agreement shall be construed and enforced in accordance with the laws of the State of New York.

3. The failure of either party at any time to require the performance by the other of any of the terms, provisions or agreement hereof shall in no way affect the right thereafter to enforce same and shall not constitute the waiver of either party hereto of any breach of any of the terms, provisions or agreement to be construed as a waiver of any succeeding breach.

4. The original of this agreement shall be filed with the Clerk of the Board of Education.

5. This agreement constitutes the entire contract between the parties and contains all the agreements between them with respect to the subject matter hereof. This shall supersede all prior agreements and/or resolutions in regard to the employment of the Superintendent.

IN WITNESS WHEREOF, the parties have caused this agreement to be subscribed on the day and year first above written.

THE NORTH COLONIE CENTRAL SCHOOL DISTRICT

By: Mary Nardolillo
Mary Nardolillo
President of the Board of Education

D. Joseph Corr
D. Joseph Corr
Superintendent of Schools

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