

SUPERINTENDENT'S CONTRACT

AGREEMENT, made this 25th day of February, 2008 by and between the **BOARD OF EDUCATION OF THE SOUTH COLONIE CENTRAL SCHOOL DISTRICT**, a municipal corporation existing by and under the laws of the State of New York and having its principal place of business located at 102 Loralee Drive, Albany, New York (hereinafter referred to as the "Board") and **JONATHAN W. BUHNER**, residing at 36 Park Street, Walton, New York 13856 (hereinafter referred to as the "Superintendent").

WITNESSETH:

WHEREAS, the Board has offered to employ the Superintendent as the chief executive and administrative officer of the South Colonie Central School District (hereinafter referred to as the "District"), upon the terms and conditions set forth herein; and

WHEREAS, the Superintendent has accepted said offer of employment; and

WHEREAS, it is acknowledged that a written contract specifying the terms and conditions of the Superintendent's employment by the District will provide the basis for effective communication and future 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 mutual covenants hereinafter set forth, the parties agree as follows:

1. Term of Employment

- (a) The Superintendent's term of employment shall be for a three (3) year period, commencing on August 1, 2008 and terminating on July 31, 2011 unless further extended or sooner terminated as hereinafter provided.
- (b) The Superintendent's evaluations shall occur annually at the mutual convenience of the parties. At the evaluation, the Superintendent's performance and his goals and objectives for the District shall be reviewed

by the Board. The evaluation shall occur in executive session and shall be based upon performance criteria mutually agreed upon by the parties. The Board shall reduce the evaluation to writing in a form mutually agreed upon by the parties. The Superintendent shall be provided with a copy of the written evaluation.

- (c) No later than ^{July 1} ~~August 1~~ ^{3/4/08} in each year of this Agreement, or any extension hereof, the Board shall meet to consider extending the term of the Superintendent's employment for an additional one (1) year period as well as his annual compensation. At such time, motions to extend the term of this Agreement for an additional one (1) year period and his annual salary will be moved, seconded and voted upon by the Board.
- (d) Any extension to the term of the Superintendent's employment and changes, if any, to his annual salary shall at the request of the parties be in the form of an amendment to this Agreement or in a new contract; shall be upon the same terms and conditions as herein set forth unless otherwise agreed in writing by the parties; and shall not be considered that the Board and the Superintendent have entered into a new agreement, unless expressly stated in writing signed by both parties hereto.

2. Superintendent's Duties and Responsibilities

- (a) The Superintendent shall be the chief administrative officer of the District and shall perform all the duties of and possess all of the authority now or hereafter imposed upon or granted to a Superintendent of Schools under the provisions of the Education Law or other statute of the State of New York, or by rule or regulation of the Commissioner of Education.
- (b) Without limiting the foregoing, the Board acknowledges that the Superintendent shall have the specific authority, right and responsibility to:
- (i) organize and reorganize the administrative and supervisory staff, including instructional and non-instructional personnel,

- in a manner which in the Superintendent's judgment best serves the District;
- (ii) make recommendations to the Board as a prerequisite to either the appointment or the termination of employment of both instructional and non-instructional personnel;
 - (iii) supervise and direct 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;
 - (iv) transfer teachers from one school to another, or from grade of a course of study to another grade in such course;
 - (v) submit goals for student outcome measures to the Board by September 1, during each year of the contract; and
- (c) The Board may, from time to time, prescribe additional duties and responsibilities for the Superintendent; provided however, that
- (i) the Board shall not, without the Superintendent's written consent, adopt any policy, bylaw or regulation which impairs or reduces the duties and authority specified above; and
 - (ii) all additional duties and responsibilities prescribed by the Board shall be consistent with those normally associated with the position of Superintendent of Schools in the State of New York.
- (d) 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 the applicable rules and regulations of the Board of Regents and the Commissioner of Education of the State of New York.

3. Board Referral

The Board, individually and collectively, shall promptly and discretely refer to the Superintendent, in writing or otherwise, for his study and recommendation, any and all criticisms, complaints, suggestions, communications or comments regarding the administration

of the District or the Superintendent's performance of his duties.

4. Certification

The Superintendent shall possess a valid certificate to act as a Superintendent of Schools in the State of New York during the term of his employment with the District.

5. Compensation

- (a) The Superintendent's annual base salary for the twelve (12) month period beginning on August 1, 2008 shall ~~equal~~ ^{be provided by the Board 3/4/08} One Hundred Sixty Eight Thousand Nine Hundred Dollars (\$168,900.00) and shall be paid in equal installments in accordance with the rules of the Board governing salary payment to other District administrative employees. *SM 3/4/08*
- (b) The Superintendent's compensation for each subsequent twelve (12) month period of employment shall be determined by the Board no later than ~~August 1~~ ^{July 1 3/4/08} in each year; provided, however, that in no event shall the Superintendent's base salary for any twelve (12) month period of employment be less than the amount of base salary received during the preceding twelve (12) month period. *OK 3/4/08*
- (c) Any increase in the Superintendent's base salary shall be in the form of an amendment to this Agreement or in a new contract; and it shall not be considered that the Board and the Superintendent have entered into a new agreement, unless expressly stated in writing signed by both parties hereto.

6. Other Benefits

In addition to the annual compensation specified in paragraph "5" of this Agreement, the Superintendent shall be entitled to health insurance, dental/optical insurance, life insurance, and disability insurance as follows:

- (a) **Health Insurance:** The District shall provide at its expense health insurance for the Superintendent and his dependents. The District will further provide at its expense health insurance to the Superintendent and his spouse into retirement. Upon the death of the Superintendent, the Board will pay the health insurance premiums of the Superintendent's spouse until her death.
- (b) **Life Insurance:** The District will provide the Superintendent with a \$200,000.00 Universal Life Insurance policy. The District will pay premiums for the policy until it is paid in full. In lieu of Universal Life Insurance the Superintendent may obtain long term insurance care coverage provided that the expenditure does not exceed the cost of the Universal Life Insurance policy.
- (c) **Disability Insurance:** If by reason of sickness or disability the Superintendent shall be disabled from rendering the services required of him beyond his sick leave entitlement, the Board agrees to make the Superintendent whole with respect to his salary for a twelve month period only beginning on the date that the first disability payment is made; when computing the Superintendent's salary for the twelve month period the Board shall subtract any other disability payments received by the Superintendent from any other source. Thereafter,

the Board will provide the Superintendent with a disability insurance plan, self funded by the Board, with a maximum monthly benefit of 75% of the Superintendent's salary. If the Superintendent should accept disability retirement he will be eligible for the maximum benefit of 75% of his salary until 65 years of age.

(d) **Dental/Optical Expense Reimbursement Plan:**

The Superintendent will be reimbursed annually for his and his dependents' dental/optical expenses incurred pursuant to the following formula:

<u>Dental/Optical Expense</u>	<u>Reimbursement</u>
Up to \$450.00	80% (i.e. up to \$360)
\$451.00 to \$2,400.00	50% (i.e. up to \$975)

Annual Maximum Reimbursement is \$1,335 per year

The benefit level provided with the dental/optical expense reimbursement plan at retirement will be the benefit level in existence at the time of retirement.

7. **Vacation Leave**

The Superintendent is entitled to twenty-five (25) vacation days at the completion of each year of service. Any vacation taken prior to the completion of the year of service will be charged in anticipation of the granting of the twenty five (25) vacation days. All unused vacation days may be carried over into future years. At retirement the Superintendent shall be entitled to sell back up to twenty days of unused, accumulated vacation time at a rate of 1/260th of his then annual salary. If the Superintendent severs his employment from the school district for any reason other than retirement, there shall be no buyback provision with respect to the sale of his unused accumulated vacation days.

8. Sick Leave

The Superintendent is entitled to twelve (12) sick days for any full work year of service. There shall be no accumulated, unused sick days carried forward from year to year. In addition, there shall be no buyback provision of any accumulated sick leave upon separation from service.

9. Expense Reimbursement

- (a) The Superintendent is authorized to incur reasonable expenses in the discharge of his duties, including but not limited to expenses for travel--other than automobile expenses-- and lodging; professional association dues and fees; attendance at professional conferences and meetings on national, state and local levels; and similar items related to his employment.
- (b) The Board will pay or reimburse the Superintendent for all such expenses upon presentation of an itemized account of such expenditures.

10. Transportation

The Superintendent shall be provided with an automobile allowance of \$5,000.00 per year. The Superintendent's expenses for gasoline, insurance, maintenance and repairs in connection with the operation of his vehicle shall be paid by the Superintendent.

11. Indemnification

The Board agrees to provide legal counsel and to indemnify the Superintendent against all uninsured financial loss arising out of any 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 committed while the Superintendent is acting within the scope of his employment or under the direction of the Board.

12. Other Work

The Superintendent shall devote his full time, skill, labor and attention to the discharge of his duties during the term of this Agreement; provided, however, that with consultation with

the Board, he may undertake consultative speaking engagements, writing, lecturing or other professional duties, obligations and activities with or without remuneration, so long as such activities do not interfere with the full and faithful discharge of the Superintendent's duties and responsibilities as specified herein.

13. Annual Medical Examination

The Superintendent agrees to have a comprehensive medical examination performed prior to his first day of employment and once during each twelve (12) month period of his employment and to file a statement from the examining physician certifying to his physical competency with the Clerk of the Board. Such statement will be treated as confidential information by the Board and the cost of such annual medical examinations shall be paid by the District.

14. Just Cause

The Superintendent shall not be disciplined, transferred from the active performance of his duties, or discharged without just cause.

15. Holidays

All holidays documented on the school calendar each year are available to the Superintendent. Those holidays are: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day as well as the day following Thanksgiving, the day before Christmas and Christmas Day. In the event that any of these holidays fall on a Saturday or Sunday, the Superintendent shall be entitled to take the preceding Friday or the following Monday as designated in the school calendar.

16. Personal Days

The Superintendent may be absent without deduction of pay or loss of sick leave for four

days during each year of this contract. Unused personal days shall not be accumulated.

17. Bereavement Days

Leave without loss of pay will be allowed for up to three days during each year of the contract for death in the immediate family. Immediate family is defined as wife, mother, mother-in-law, father, father-in-law, child, brother, sister, sister-in-law, and brother-in-law. Unused bereavement days shall not be accumulated.

18. Termination

This Agreement may be terminated and the Superintendent may be removed during the term hereof upon the happening of either of the following events:

- (a) The Superintendent shall be unable, by reason of sickness or disability, to discharge the duties and responsibilities specified in this Agreement for a period of six (6) consecutive months beyond exhaustion of the Superintendent's accumulated sick leave entitlement; or
- (b) The Superintendent is determined to be guilty of charges preferred against him by the Board; or
- (c) The Superintendent provides written notice to the Board six months prior to effective date of termination.

19. 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. The hearing officer shall be selected by mutual agreement between the Superintendent and the Board or, in the event no such agreement is reached within thirty (30) days after the Superintendent's receipt of the written charges, by appointment in

accordance with the following procedure:

- (i) Each party will submit to the District Clerk a list of the names and addresses of five (5) individuals who are acceptable and willing to serve as such hearing officer;
 - (ii) Within two (2) days from receipt, the District Clerk shall compare the lists to determine if the name of any individual appears on both lists. If so, the first such name to appear on the list submitted by the Superintendent shall serve as the hearing officer;
 - (iii) In the event no individual is named on both lists, the District Clerk shall immediately advise both parties. Within two (2) days from the date of such notification, the parties will submit to the District Clerk a further list of the names and addresses of five (5) different individuals who are acceptable and willing to serve as such hearing officer;
 - (iv) The procedure set forth above shall be repeated (each time comparing all prior lists and the current list of one party with the prior lists and the current list of the other party) until such time as an individual is elected to serve as the hearing officer.
- (b) The Superintendent may not be suspended from the performance of his duties during the pendency of such hearing and 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 cross-examine and subpoena witnesses; to subpoena documents, papers, letters or other 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 from the hearing

officer. The decision of the hearing officer shall be binding upon the parties, subject to their respective rights to appeal in accordance with law.

20. Written Agreement

This Agreement shall continue in full force and effect for the term expressed herein unless otherwise terminated, modified or extended in accordance with the provisions herein.

21. Sovereignty

The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

22. Relocation Reimbursement

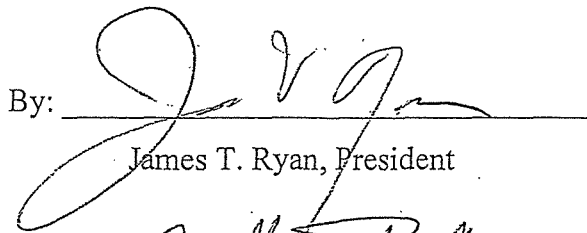
Should the Superintendent relocate to a residence located within the geographic boundaries of the district he will receive a one time reimbursement of up to Three Thousand Dollars (\$3,000.00) to defray the cost of relocation upon submission of invoices to the district.

23. Education Law §211-B (5) a

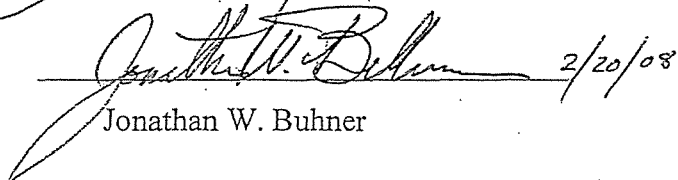
Consistent with and pursuant to Education Law §211-B (5) (a) the Superintendent shall cooperate fully with any distinguished educators appointed by the Commissioner of Education.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above set forth.

BOARD OF EDUCATION OF SOUTH
COLONIE CENTRAL SCHOOL DISTRICT

By: 

James T. Ryan, President

 2/20/08

Jonathan W. Buhner