

**EMPLOYMENT AGREEMENT
BY AND BETWEEN
THE VOORHEESVILLE CENTRAL SCHOOL DISTRICT
AND
BRIAN HUNT**

AGREEMENT, made this 13th day of April, 2015 by and between THE BOARD OF EDUCATION OF THE VOORHEESVILLE CENTRAL SCHOOL DISTRICT, Albany County, New York (hereinafter, the "Board") and Mr. Brian Hunt (hereinafter, the "Superintendent").

WITNESSETH:

WHEREAS, the Board has offered to employ the Superintendent as the chief executive and administrative officer of the Voorheesville Central School District (hereinafter, 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 agreements hereinafter set forth, and other good and valuable consideration, the parties agree as follows:

Article I – Term of Employment and Work Year

1. Offer of Employment. The Board, pursuant to Section 171 1, subsection 3 of the New York Education Law and in accordance with a resolution duly moved, seconded and adopted at a meeting held on April 13, 2015, hereby employs Mr. Brian Hunt as Superintendent of Schools of the District upon the terms and conditions set forth in this Agreement.

2. Acceptance by Superintendent. The Superintendent hereby accepts said employment and agrees to perform the duties of such position.
3. Term Of Employment.
 - a) The Superintendent's term of employment shall be for three (3) years, commencing on July 1, 2015, and terminating on June 30, 2018, unless further extended or sooner terminated as hereinafter provided.
 - b) The Superintendents work year shall be 12 months, from July 1 to June 30. Provided, however, that in the first year of the contract the Superintendent will be able to work up to five (5) days between July 1 and July 14 for his former school district, but will make every effort to be available for transition purposes for the District prior to July 1, at the times to be mutually agreed upon between the Board President and the Superintendent.
 - c) Any extension of the term of the Superintendent's employment shall be in the form of an amendment to this Agreement; shall be upon the same terms and conditions as herein set forth unless otherwise agreed in writing by the parties, 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.

Article II - Roles and Responsibilities of Superintendent and Board

1. 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, subject to the approval of the Board, best serves the District;
 - ii. make recommendations to the Board of Education concerning the appointment or the termination of employment of both instructional and non-instructional personnel; and
 - iii. supervise and direct principals, teachers and all other persons employed in either the business management or the instructional activities of the District
- 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, by-law 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 Superintendents 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.

2. Board Referral. The Board shall promptly and discreetly refer to the Superintendent, any criticisms (it regards as serious or substantive), suggestions, communications or comments regarding the administration of the District or the Superintendent's performance of his duties.
3. 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.

Article III - Compensation

1. Compensation
 - a) The Superintendent's base salary for the twelve (12) month period from July 1, 2015 to June 30, 2018 shall be at the rate of One Hundred Forty Thousand Dollars (\$140,000), paid in equal installments in accordance with the rules of the Board governing salary payment to other District administrative employees. Salary shall be pro-rated for any partial years of service.
 - b) For the 2016-2017 school year, the Superintendent's salary shall be \$142,800, subject to a satisfactory evaluation by the Board. For each subsequent twelve month period of employment, the Superintendent's salary shall be determined by negotiations between the Board and the Superintendent based upon the Board's evaluation of the Superintendent's performance during the prior school year. However, in no event shall the Superintendent's base salary for any twelve month period of employment be less than the amount of base salary received during the preceding twelve month period.
 - c) Any other change in the Superintendent's base salary shall be in the form of an amendment to this Agreement; 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.

2. Residence

It is understood that it would be the preference of the Board, but not required, that the Superintendent will establish and maintain his residency within the boundaries of the Voorheesville Central School District.

Article IV - Evaluation

1. Performance Evaluation

- a) The Board shall devote at least a portion of one meeting during the month of May in each year of the Superintendent's employment by the District to an evaluation in executive session of his performance and his working relationship with the Board.
- b) The evaluation shall be based upon performance criteria, specifically goals and objectives that will be outlined and mutually developed by June of each year.
- c) The Superintendent shall be provided with a copy of the written evaluation, signed by all members of the Board, no more than twenty (20) days after such executive Session of the Board.
- d) The performance evaluation prepared pursuant to this paragraph shall be confidential and shall be kept so by the Board and Individual Board members.

Article V - Benefits

1. Health and Dental Insurance

- a) The Superintendent shall be eligible to participate in a group health insurance plan and a group dental plan as offered by the district. The cost to the Superintendent will be a 20% contribution for individual. If the Superintendent's spouse elects to be

covered under the District's group plans, the Superintendent shall pay the full difference in premium contribution for two-person or family coverage. Provided, however, that the Superintendent will not pay less than the District practice for employee contributions and co-payment amounts than such contributions co-payment amounts made by the District administrative employees.

- b) If the Superintendent chooses to not take the health insurance coverage, \$2,000 will be paid June 30, as a buy-back option.
- c) The dental insurance coverage will be the Voorheesville Self-Insurance Plan and supply coverage as outlined in the plan document.
- d) Health insurance coverage will continue into retirement from the Voorheesville Central School District. The District shall contribute 25% after five (5) years of District service upon the Superintendent's retirement from the District. The District shall contribute 50% after seven (7) years of District service upon the Superintendent's retirement from the District. The coverage and percent or premium contribution by the District will be the same as is in effect for active administrative employees after ten (10) years of District service upon the Superintendent's retirement from the District.

2. Vacation Leave

- a) The Superintendent shall be eligible for annual leave, to be granted at a rate of twenty (20) days a year. Up to five (5) days of unused vacation days may be carried forward into the next year. The total amount of vacation leave available in any single year shall not exceed twenty-five (25) days.
- b) In the event the Superintendent has unused accumulated vacation leave at the time

his employment with the District terminates, he shall be paid at the daily rate of his then current annual salary for each day of unused accumulated vacation leave up to twenty (25) days.

3. Sick Leave

a) The Superintendent shall be credited with thirty (30) days of sick leave upon commencement of his employment with the district. On July 1st of each school year and upon completion of each successive six (6) months of employment with the District, the Superintendent shall be credited with seven and one half (7 1/2) days of sick leave.

b) The Superintendent shall be entitled to accumulate unused sick Leave during the period of his employment with the District to a maximum of 240 days. Such accumulated sick leave shall be carried over and may be used during any subsequent year of employment.

4. Reimbursement for Unused Sick Days – If the Superintendent has given ten (10) years of service to the District and is eligible to retire with or without penalty pursuant to the New York State Teachers’ Retirement System and/or the New York State Employees’ Retirement System and gives written, nonrevocable notice, September 1st, to the District, prior to the end of the school year in which he will retire is eligible for reimbursement of unused sick days as outlined below.

Such payment will be made pursuant to a non-elective Section 403(b) plan by the District.

Compensation shall be as follows:

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|----|--------------------|--|
| 1. | under 75 sick days | 0 |
| 2. | 75 – 125 sick days | \$75 for each accumulated sick day to a maximum of \$3,750 |

- | | | |
|----|-----------------------|--|
| 3. | 126 – 180 sick days | \$80 for each accumulated sick day to a maximum of \$4,400 |
| 4. | maximum reimbursement | \$8,150 pursuant to subsections 2 and 3 |

5. Personal Leave - The Superintendent will be granted 4 personal leave days each year (non-cumulative) which are not intended to serve as additional vacation days but may be used as additional days for personal or family illness, if necessary.

6. Bereavement Leave - The Superintendent shall be granted up to five (5) days per bereavement in the event of a death in the Superintendent's immediate family. Bereavement leave days are non-cumulative. The Superintendent shall be granted one day for a death in the Superintendent's extended family, consistent with District practice.

7. 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 and lodging; approved 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, from time to time, of an itemized account of such expenditures.

8. Membership. The Board agrees to pay the annual dues of the Superintendent for membership in the Association for Supervision and Curriculum Development, American Association of School Administrators, New York State Council of School Superintendents and will allow his to attend appropriate professional meetings at the local, state and national levels, the expenses of such attendance to be incurred by the District. The Board expects the

Superintendent to continue his professional development and expects him to participate in relevant learning experiences.

9. Medical Examination - The Superintendent agrees to have a comprehensive medical examination performed once during each twenty-four (24) 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 Board.
10. 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 he may undertake consultative work, 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.

Article VI - 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/was acting within the scope of his employment or under the direction of the Board. This paragraph shall survive the term and be enforceable after the termination of this agreement.

Article VII - Disability

If, by reason of sickness or other disability, the Superintendent shall be incapacitated from rendering the services required of him hereunder for a period of time extending beyond the

Superintendent's sick leave entitlement, (as the same may then exist or may be extended by the Board), then in that event the Board may grant the Superintendent an extended leave for an additional two (2) months at full pay. At the option of the Board and upon written notice to the Superintendent, the Board may grant a further leave, with or without compensation (and, if compensated, at a rate determined by the Board) or the Board may terminate this Agreement. In the event of such termination, the compensation provided for herein shall be paid to the Superintendent for and including the month to which such extended leave has been granted.

Article VIII - Agreement Termination

1. This agreement may be terminated at any time, without cause, by mutual agreement, in writing, between the Superintendent and the Board; or by the Superintendent's written resignation on ninety (90) days' notice to the President of the Board.
2. 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 other disability, to discharge the duties and responsibilities specified in this Agreement for a period of two (2) consecutive months beyond exhaustion of the Superintendent's accumulated sick leave entitlement or beyond the period of any extended leave granted by the Board.
 - b) The Superintendent is determined to be guilty of insubordination, immoral character, inefficiency, incompetence or neglect of duty in accordance with the hearing procedures set forth in paragraph three (3) hereof.
3. 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 Impartial Hearing Officer, mutually selected by the parties.
- b) The Superintendent may be suspended with pay from the performance of his duties during the pendency of such hearing and determination before an Impartial Hearing officer; to be represented by counsel (at his own costs); to receive without cost an accurate written transcript of the proceedings; and to receive written findings of fact and conclusions by the Impartial Hearing Officer. The decision of the Impartial Hearing officer shall be final and binding upon the parties.
- c) If the charges against the Superintendent are not sustained at such hearing or after any appeal there from, the Board shall reimburse the Superintendent for the actual and necessary attorneys' fees and disbursements incurred by the Superintendent in the defense of the hearing or appeal there from.

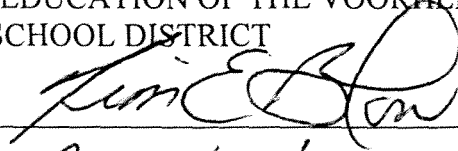
Article IX - Miscellaneous

1. 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 of Article I, Section 3 (c) hereof or by an agreement in writing between the parties.
2. Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

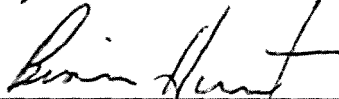
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above, set forth.

BOARD OF EDUCATION OF THE VOORHEESVILLE
CENTRAL SCHOOL DISTRICT

By: _____



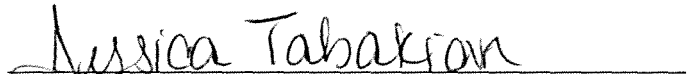
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SUPERINTENDENT

CLERK'S CERTIFICATION

This is to certify that this Agreement was approved and the execution hereof on behalf of the Board of Education was authorized by vote of the Board of Education of the Voorheesville Central School District at a public meeting duly held on, April 13, 2015 and has been made a part of the minutes of that meeting.



School District Clerk

**FIRST AMENDMENT
TO THE EMPLOYMENT AGREEMENT**

by and between the

VOORHEESVILLE CENTRAL SCHOOL DISTRICT

and

BRIAN HUNT

WHEREAS, the Board of Education and the Superintendent entered into an Agreement dated April 13, 2015; and

WHEREAS, the Board of Education ratified the Agreement by Board action on April 13, 2015; and

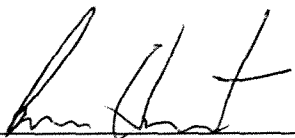
WHEREAS, the parties now seek to correct certain terms of the Agreement to conform to District policy and practice.

NOW, THEREFORE, the parties agree:

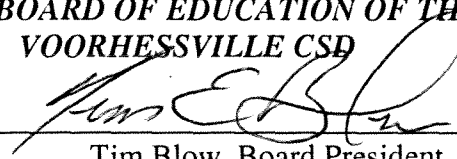
1. Article 5, Section 1, Health and Dental Insurance shall be amended as follows:
 - a. The Superintendent's contribution for individual dental coverage shall be 50%.
The Superintendent shall pay the full premium difference for two-person and family coverage.
 - b. The Superintendent shall be entitled to dental insurance on retirement on the same basis that he is entitled to health insurance coverage on retirement. c. "If the Superintendent chooses not to take the health insurance coverage, \$2,000 will be paid in the first pay period in June, as a buy-back option."
2. Article V, Section 3, Sick Leave, Subsection a) shall be amended to add the following sentence: "Up to ten (10) sick days per year may be used for family illness."

3. Article V, Section 7, Expense Reimbursement, add the following sentence: “The District shall provide the Superintendent with a District cellphone for his use on District business.”

4. These amendments are made consistent with Article IX, Section 1, Written Agreement, and are subject to Board ratification.



Brian Hunt, Superintendent

**BOARD OF EDUCATION OF THE
VOORHESSVILLE CSD**


Tim Blow, Board President

Dated: 5/11/15