

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is made this 20th day of June 2018 by and between **THE BOARD OF EDUCATION OF THE HAMMONDSPORT CENTRAL SCHOOL DISTRICT**, Steuben County, New York (the "Board") and **KYLE C. BOWER**, residing at 202 East Main Street, Penn Yan, New York ("Superintendent" or "Mr. Bower").

RECITALS

A. The Board wishes to continue to employ Kyle C. Bower as Superintendent of Schools. Accordingly, the Board, at a meeting duly held on June 20, 2018, passed a resolution for appointment of Kyle C. Bower as Superintendent of Schools of the District for a period from June 21, 2018 through June 20, 2023. The Board further wishes to extend Kyle C. Bower's employment as hereinafter set forth.

B. The Superintendent has accepted the Board's offer of employment upon the terms and conditions set forth in this Agreement.

C. It is the parties' belief that a written contract fully specifying the terms and conditions of the Superintendent's employment by the Board will promote effective communication and true understanding between the parties.

D. This agreement supersedes all previous employment agreements and amendments thereto.

E. The parties have mutually agreed upon the following terms and conditions relative to the Superintendent's employment by the Board.

F. In consideration of the agreements set forth in this Agreement, and other good and valuable consideration, the parties agree as follows.

ARTICLE 1

TERM OF EMPLOYMENT AND WORK YEAR

1. **Term of Appointment.** The Superintendent's term of employment shall be for a period of five (5) years commencing on June 21, 2018 and terminating on June 20, 2023, unless further extended or sooner terminated as provided in this Agreement.

2. **Work Year.** The Superintendent's contract shall be 12 months, from July 1 through June 30.

3. **Renewal of Employment.** The Superintendent shall notify the Board in writing by April 1 of each school year indicating whether the Superintendent wants to extend this agreement for an additional year. If the Superintendent makes such notification, the Board shall notify the Superintendent, on or before June 1, 2019, and on or before June 1 of each year hereafter, in writing if it intends to renew this Agreement and employ the Superintendent for an additional one (1) year term. If the Board does not intend to renew this agreement, the Board shall notify the Superintendent in executive session and the Superintendent shall be given the opportunity to waive the provisions of this paragraph. In the event the Board fails to so notify the Superintendent by June 30 of each year of this Agreement, the Superintendent's employment and the terms and conditions hereof shall automatically be extended for an additional one (1) year term effective July 1 of each year. It is the intention and agreement of the parties that in no event shall this Agreement exceed a term of five (5) years.

ARTICLE 2

DUTIES AND RESPONSIBILITIES OF SUPERINTENDENT AND BOARD

1. **General Duties.** The Superintendent is the Chief Executive and Administrative Officer of the District and he shall have charge of the schools of the District under the direction of the Board; he 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 New York 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. **Faithful Performance of Duties.** 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 New York Education Law and other applicable statutes, laws, rules and/or regulations and as the same are established by the Board.

3. **Designation of Specific Responsibilities.** Without limiting the foregoing, the Superintendent shall have the specific authority, right and responsibility to:

- a. 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, subject to the approval of the Board;
- 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 from one school to another, or from one grade of a course of study to another grade in such course;
- 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. **Additional Duties and Responsibilities.** 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.

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.

5. **Consultant and Other Work.** 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, with the prior approval of the Board, undertake consultation work, speaking engagements, writing, lecturing or other professional duties, obligations and activities that will enhance his service to the District and provided that such activities do not materially alter the performance and/or discharge of the Superintendent's duties and/or responsibilities under this Agreement.

6. **Maintenance of Certification.** 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. 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. **Attendance at Board Meetings.** 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, salary or other matters as to which the Board and Superintendent agree the Superintendent should not be present. In the event that a special meeting is called while the Superintendent is out of the District, the Board shall contact the Superintendent to make him aware of the nature of the meeting and to afford him the opportunity to assign a central office administrator to attend as his designee.

8. **Notification of Criticism or Complaints.** The Board, individually and collectively, shall promptly and discretely refer to the Superintendent, for his study and recommendation, any and all criticisms, complaints, suggestions, communications or comments regarding the Superintendent's performance of his duties.

ARTICLE 3 COMPENSATION

1. **Salary.** The Superintendent shall be paid for the time period of July 1, 2018 to June 30, 2019 at the annual salary of \$135,287 and for each subsequent school year of this agreement, the Superintendent's base salary shall be increased by no less than 3% on July 1 of each year.

2. **Payment of Salary and Compensation.** All compensation, less deductions required by law or authorized by the Superintendent, shall be paid in 26 or 27 equal installments.

ARTICLE 4 ANNUAL GOALS, OBJECTIVES AND EVALUATION

1. **Annual Evaluation Meeting.** The Board shall follow the evaluation schedule as established in the evaluation tool (SuperEval). Ongoing meetings to discuss

the evaluation, the Superintendent's performance, and his working relationship with the Board, shall occur each year .

2. **Evaluation Criteria and Form.** The evaluation shall be based upon performance criteria as mutually established by the Board and the Superintendent by October 1st of each year. This performance criteria, inclusive of goals, shall be inputted into the SuperEval evaluation system. At the end of the evaluation cycle, the Superintendent shall be provided with a copy of the written evaluation at least ten (10) days prior to the executive session of the Board scheduled to discuss such evaluation.

3. **Confidentiality of Evaluation.** The performance evaluation prepared pursuant to this Article 4 shall be confidential and shall be kept so by the Board and individual Board Members, except that this confidentiality provision shall not foreclose or limit the Board's use of such evaluation in any proceeding by the Board against the Superintendent or in any proceeding in which the law requires disclosure.

ARTICLE 5 BENEFITS

1. **Sick Leave.**

(a) Upon the commencement of this agreement, the Superintendent shall be credited with ~~ninety nine~~ (142.5) days of sick leave, which were earned during his previous employment with the District. Thereafter, twelve (12) days of sick leave will be credited on July 1 of each contract year. Sick leave may be used for illness or injury to the Superintendent or a member of his immediate family. For purposes of this section 5.1(a), "immediate family" is defined as spouse, children, parents, grandparents, or siblings.

(b) Unused sick leave days may be accumulated by the Superintendent from year to year up to a limit of 200 days. If the Superintendent retires from the District by filing a TRS retirement and collecting a TRS pension, his unused sick leave days shall be converted at a value of 1/240th of his then-current annual salary and used exclusively to offset health insurance premium costs, provided the Superintendent is then eligible to remain in the District's group health coverage. Should the Superintendent predecease his spouse, she shall have access to any sick day conversion funds remaining until such fund is exhausted or she passes away.

2. **Bereavement Leave.**

(a) The Superintendent shall be entitled to five (5) days of paid leave due to a death in his immediate family. For purposes of this section 5.2(a), "immediate family" is defined as spouse, children, parents, grandparents, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or any relative or person living in the Superintendent's household.

(b) If the death occurs while the Superintendent is on sick or vacation leave, the days used for the bereavement leave shall not be deducted from his accumulated sick leave.

3. **Personal Leave.**

- (a) The Superintendent shall be credited with four (4) days of personal leave on July 1, of each year for the purpose of conducting personal business which cannot be conducted at any other time.
- (b) At the end of each contract year, any unused personal leave will be added to the Superintendent's accumulated sick leave.

4. **Vacation Leave.**

(a) On July 1, 2018, the Superintendent shall be credited with twenty-two (22) days of vacation leave, along with up to five (5) carry over days remaining from the 17-18 school year. Each school year thereafter, the Superintendent shall be entitled to twenty-two (22) days of paid vacation leave each school year, exclusive of holidays, credited on July 1st of each year. The Superintendent will be allowed to carry over five (5) of the yearly allotment of vacation days from one year into the following year. Unused vacation leave may be accumulated up to a maximum of twenty-seven (27) days. Accumulated vacation leave may be used during any subsequent year of employment. 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 rate of 1/240th for each such unused accumulated day. The Superintendent, at his discretion, may elect to receive up to eight (8) days of unused vacation time at a per diem rate of 1/240th of his then current salary. In such event the number of paid vacation days shall reduce the accumulated vacation days by the same number of paid days.

(b) The Superintendent shall notify the Board President of any vacation leave scheduled for more than five (5) consecutive days, and if necessary, he will advise the Board President which administrator is designated to act in his stead during vacation leave.

5. **Conferences.** The Superintendent shall be entitled to attend professional conferences at the local, state and national level, with the reasonable expenses of such conferences to be paid by the Board upon the Superintendent's submission of appropriate documentation supporting such expenses.

6. **Holidays.** Provided that school is not in session, the Superintendent shall be entitled to the following paid holidays: July 4th, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, Christmas Day, Day After Christmas, New Year's Day, Martin Luther King, Jr. Day, President's Day, Good Friday, and Memorial Day.

7. **Insurance.**

(a) **Health Insurance.** The Superintendent shall be entitled to coverage under the District's health insurance plan, with prescription drug coverage, for the Superintendent and his dependents. The District shall pay 84% of the cost of the premium for such coverage and the Superintendent shall pay the balance. If the Superintendent voluntarily elects not to participate in the

Health Care Plan of the District, the Superintendent will receive an annual payment of \$2,500.00 payable in two installments following a full year of no coverage under the District Health Care Plan. At any time the Superintendent may elect to begin or resume Health Care coverage for either the Individual or Family. At such time, payment in lieu of coverage will be pro-rated for the portion of the year that the Health Care Plan was not in effect. The preceding co-pay and buy-out provisions shall remain at the stipulated level for the duration of the agreement.

(b) **Dental and Optical Insurance.** The Superintendent shall be entitled to coverage under the Greater Southern Tier BOCES dental and optical District's insurance plan for the Superintendent and his dependents. The District shall pay 100% of the cost of the premium for such coverage.

(c) **Health and Dental Insurance in Retirement.** Upon his retirement from the District (by filing a service retirement with TRS and by collecting a TRS pension) and provided he has had ten (10) or more continuous years of employment in the District, the Superintendent may elect to continue family or individual (as appropriate) participation in the health insurance plan, dental and optical then-offered by the District for himself and his eligible spouse and/or dependents. The District will pay 75% of the premium cost and the Superintendent shall be responsible for the balance. Should the Superintendent predecease his spouse, she shall only be eligible for any premium contribution from the District for single coverage, assuming she is otherwise eligible to remain in the coverage, except that she shall be eligible for District premium contribution for family coverage if one or more dependants of the Superintendent and his spouse remain eligible for coverage. This paragraph shall survive the term and be enforceable after the termination of this Agreement, except to the extent modified or curtailed by a subsequent written agreement.

(d) **Discretionary Fund.** During each school year of this Agreement, the District agrees to make a non-elective employer contribution of Three Thousand Dollars (\$3,000.00) to a tax sheltered annuity (IRS 403(b)) of the Superintendent's choice.

8. **Annual Medical Examination.** The Superintendent agrees to have a comprehensive medical examination performed once during each twelve-month period of his employment by a duly licensed physician of his choice and to file a statement from the examining physician certifying his physical competency to perform his duties with the Clerk of the Board. Such statement will be treated as confidential information and shall not be discussed or released by any member of the Board of Education, except that it may be disclosed in any proceeding by the Board against the Superintendent or in which the Superintendent's performance or competency is in question. The cost, up to \$500, for such annual medical examination, to the extent not covered by the District sponsored health insurance

plan, shall be paid by the Board. Nothing in this section shall adversely affect or limit the Board's rights under New York Education Law § 913.

9. **Mileage Reimbursement.** The District shall reimburse the Superintendent for mileage at the IRS rates when he is required to use his personal vehicle in the performance of his official duties as Superintendent.

10. **Cell Phone Plan.** The District shall provide the Superintendent with a cell phone and cell phone plan to be used for District and limited personal use.

11. **Association Dues.** The District shall pay 100% of the Superintendent's annual membership fee for the Superintendent's membership in the New York State Council of School Superintendents, the American Association of School Administrators, the Steuben-Allegany Administrators Association, and any other professional organizations as deemed appropriate by the Superintendent and the President of the Board of Education.

ARTICLE 6 TERMINATION

1. Termination.

(a) This Agreement may be terminated and the Superintendent may be removed during the term hereof only upon the happening of the following events:

(i) If the Superintendent is unable, by reason of illness, accident, or other disability, to discharge the duties and responsibilities specified in this Agreement for a period of six (6) consecutive months beyond exhaustion of his accumulated sick leave entitlement; however, if the Superintendent is earlier diagnosed as permanently and totally disabled from the discharge of the essential functions of his job, this Agreement may be terminated and the Superintendent removed at that earlier time; or

(ii) For just cause, which shall include, but not be limited to, insubordination, immoral character, inefficiency, incompetency, or neglect of duty.

(b) This Agreement may also be terminated by mutual written agreement between the Board and the Superintendent, or by the resignation of the Superintendent submitted in writing to the Board upon at least sixty (60) days' notice.

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 selected by mutual agreement between Superintendent and the Board. In the event no such agreement is reached within fifteen (15) days after the Superintendent's receipt of the written charges, the hearing officer shall be appointed pursuant to the Voluntary Labor Arbitration rules and procedures of the American Arbitration Association.

(b) The Superintendent may be suspended from the performance of his duties during the pendency of such hearing, with pay and benefits. The Board shall have the right to appoint an Acting Superintendent during the period of such suspension. The Superintendent shall be entitled to due process protection at the hearing on charges, including, but not limited to: the right to elect a public or private hearing; to be represented by counsel at his own expense; to present, 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 to be prepared by a certified shorthand or court reporter; and to receive written findings of fact and conclusions of law from the hearing officer as to each charge. The decision of the hearing officer shall be binding upon the parties, subject to their respective rights to appeal in accordance with the law.

ARTICLE 7 DISABILITY

1. The Board reserves the right, during the term of the Superintendent's employment, in the event of his absence, illness, injury or other disability that prevents his performance of one or more essential functions of his job, to appoint an Acting Superintendent of Schools who shall temporarily perform the duties of Superintendent at the pleasure of the Board. In the event of such illness, injury or disability, the Superintendent shall cause his physician(s) to make a written report to the Board of his condition, and shall, at the Board's expense, submit to an examination by the Board's physician(s) designated for that purpose, at such reasonable time or times as the Board shall request. Nothing in this section will limit the Board's rights under § 913 of the New York Education Law.

ARTICLE 8 INDEMNIFICATION

1. The Board agrees to provide legal counsel and to indemnify the Superintendent against 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 committed while the Superintendent is acting within the scope of this employment or at the direction of the Board.

2. The District agrees, as a further condition of this employment contract, that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his individual capacity, or 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 at the direction of the Board.

3. As a condition of receiving such indemnification, the Superintendent shall, within ten (10) days of the time he is served with any summons, complaint, process, notice, demand or pleading, deliver a copy of the same to the Board.

4. In the event that a conflict exists as regards the defense to such claim (as specified in Section 1 and 2 of this Article) between the legal position of the Superintendent and the legal position of the District, the Superintendent may, after consultation with the Board, engage counsel in which event the District shall indemnify the Superintendent for the costs of legal defense.

ARTICLE 9 SURVIVAL

1. If the District is dissolved, annexed to, merged or consolidated with one or more school districts, the Board agrees to make every reasonable effort to ensure that the Superintendent is appointed to the position of Superintendent of the merged district. If this is not possible, then the Board shall make every reasonable effort to ensure that the Superintendent is appointed to a position in the merged district which is consistent with the Superintendent's education, background, experience, certification and former status and acceptable to the Superintendent. In either case, the Superintendent shall be entitled to receive salary, benefits and rights provided for under this Agreement for the balance of the unexpired term hereof.

2. If the Superintendent is not appointed to the position of Superintendent or a comparable position in the merged district, or if the Superintendent declines to accept such appointment, then the Board shall continue to pay the Superintendent all salary and benefits provided for under this Agreement, until the termination of this Agreement. If the merged district fails to pay said salary and benefits, such cost shall be a debt of the District, and the District shall continue in existence as provided by law for the purpose of paying such debt. Alternative severance arrangements may be entered into upon written agreement of the Superintendent and the Board.

ARTICLE 10 MISCELLANEOUS

1. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the validity or enforceability of any 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.

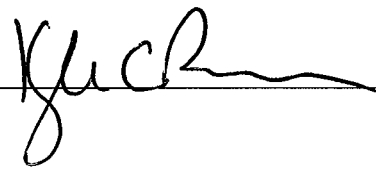
3. This Agreement shall continue in full force and effect for the term expressed herein unless otherwise terminated, modified, or extended in accordance with the provisions hereof or by any agreement in writing between the parties.

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

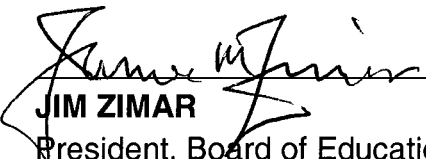
5. This Agreement constitutes the entire contract between the parties and contains all the agreements between them with respect to the subject matter hereof. This

Agreement 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.

By:  _____

KYLE C. BOWER
Superintendent
HAMMONDSPOUR CENTRAL SCHOOL DISTRICT

By:  _____

JIM ZIMAR
President, Board of Education
HAMMONDSPOUR CENTRAL SCHOOL DISTRICT

STATE OF NEW YORK)
COUNTY OF STEUBEN) ss:

On this 20 day of June, 2018, before me came **KYLE C. BOWER**, to me known and known to me to be the person described in and who executed the foregoing instrument and he duly acknowledged to be that he executed the same.



Notary Public

TERESA L. STOPKA
Notary Public, State of New York
No. 01ST6003229
Qualified in Steuben County
Commission Expires Feb. 23, 2020

STATE OF NEW YORK)
COUNTY OF STEUBEN) ss:

On this 20 day of June, 2018, before me came **JIM ZIMAR**, to me known who, being by me duly sworn, did depose and say that he/she is the President of the Board of Education of the Hammondsport Central School District described in, and who executed the foregoing Agreement; that he knows the Seal of said School District; that the Seal affixed to said Agreement is such school district seal; that it was so affixed by Order of the Board of Education of said School District; and that he signed his name thereto by like order.



Notary Public

TERESA L. STOPKA
Notary Public, State of New York
No. 01ST6003229
Qualified in Steuben County
Commission Expires Feb. 23, 2020

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 Hammondsport Central School District at a public meeting duly held on June 20, 2018, and has been made a part of the minutes of that meeting.



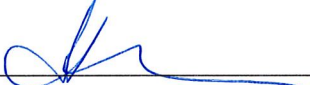
Clerk

Hammondsport Central School District
District Board of Education

TERESA L. STOPKA
Notary Public, State of New York
No. 01ST6003229
Qualified in Steuben County
Commission Expires Feb. 23, 2020

**STATE OF NEW YORK)
COUNTY OF STEUBEN) ss:**

On this 20 day of June, 2018, before me came **NANCY CLARK** to me known who, being by me duly sworn, did depose and say that he/she is the Clerk of the Board of Education of the Hammondspport Central School District described in, and which executed the foregoing Agreement; that she knows the seal of said school district; that the seal affixed to said Agreement is such school district seal; that it was so affixed by Order of the Board of Education of said school district; and that he/she signed his/her name thereto by like Order.



Notary Public

THHERESA L. STOPKA
Notary Public, State of New York
No. 01ST6003229
Qualified in Steuben County
Commission Expires Feb. 23, 2020

STATE OF NEW YORK
COUNTY OF STEUBEN
Notary Public
No. 01ST6003229
Qualified in Steuben County
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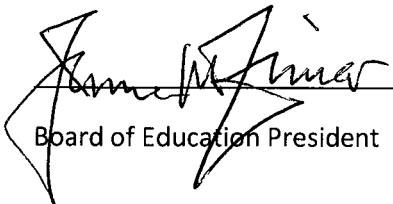
STATE OF NEW YORK
COUNTY OF STEUBEN
Notary Public
No. 01ST6003229
Qualified in Steuben County
Commission Expires Feb. 23, 2020

Addendum to June 21, 2018- June 22, 2023 Superintendent Agreement

7. Insurance

(e) Defined Medical Reimbursement Plan. A medical expense reimbursement plan shall be maintained for the Superintendent by the District. The Superintendent will have an individual account established for medical expense reimbursements. The District will be responsible for the administration and any resulting costs of such plan and account. The District shall contribute two hundred dollars (\$200) annually to such account. This clause shall be retroactive to the date of the original agreement with the Superintendent dated July 1, 2008.

Date: June 21, 2018


Board of Education President


Kyle C. Bower

