

AGREEMENT BETWEEN

*SPENCER-VAN ETTEN CENTRAL SCHOOL DISTRICT
BOARD OF EDUCATION*

AND ITS

SUPERINTENDENT OF SCHOOLS

AGREEMENT

This Agreement is made as of the last date of execution set forth below by and between the **BOARD OF EDUCATION of the SPENCER-VAN ETTEN CENTRAL SCHOOL DISTRICT**, a public school district organized and existing by virtue of the Education Law of the State of New York, having its office at 16 Dartts Crossroad, Spencer, New York 14883, hereinafter called the “Board,” and **DAHANN HESLER**, an individual residing at 108 Fieldstone Circle, Ithaca, NY 14850, hereinafter called “Ms. Hesler” or “Superintendent.”

WHEREAS, the Board is desirous of employing a qualified person to act as Superintendent and Chief Executive Officer of the District; and the Board has entered into negotiations with Ms. Hesler regarding her employment as such; and as a result of said negotiations, the Board and Ms. Hesler have come to an agreement regarding terms of such employment, which terms the parties hereto desire to reduce to writing;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. TERM OF AGREEMENT: (a) The Board hereby agrees to employ Ms. Hesler as, and Ms. Hesler hereby agrees to perform faithfully the duties of, the Superintendent of Schools and Chief Executive Officer of the District **effective July 16, 2018, through July 15, 2021**, unless further extended or sooner terminated as provided in this Agreement.

(b) The term of this Agreement shall automatically be extended by one (1) year on July 1, 2019, and on each July 1 thereafter; provided, however, that any such extension shall not occur if, before each such July 1, (i) the Board acts by majority vote at a meeting of the Board of Education to deny such extension or (ii) the Superintendent waives in a writing to the Board her rights under this paragraph; and provided, further, that where any two or more provisions of this Agreement would, in the same calendar year, independently effect extensions of the term of this Agreement, any such extensions shall be deemed to run concurrently.

2. DUTIES AND RESPONSIBILITIES: The Superintendent shall be charged with the duties and responsibilities generally assumed by and delegated to Superintendents of Schools in the State of New York and as delineated in Appendix A of this document. The Superintendent shall have the authority to organize, reorganize, and supervise the affairs of the District and to arrange and rearrange the administrative, supervisory, and management staff as in her best judgment are in the best interests of the District. The Superintendent shall be responsible for the selection,

placement, and transfer of all employees of the Board; the administration of instruction and business affairs will be lodged with the Superintendent and be administered by her with the assistance of her staff subject to only the approval of the Board. It is agreed that the Superintendent will furnish throughout the life of this contract a valid and appropriate certificate to act as Superintendent of Schools in the State of New York, as directed by the Board of Education, and the Superintendent hereby agrees that she will at all times during the life of this agreement devote her full time and attention to the performance of her duties as Superintendent and Chief Executive Officer of the Board. The Superintendent shall at all times exercise her best efforts in the business, administration, and management of the school district; provided, however, that the Superintendent, by agreement with the Board, may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations. The Superintendent shall be entitled to attend all Board of Education meetings, including executive sessions (other than portions of such executive sessions (a) related to her contract or performance or (b) regarding her successor).

3. COMPENSATION: In consideration of a gross annualized salary of One Hundred Thirty-eight Thousand Dollars (\$138,000.00) for the period July 16, 2018, through June 30, 2019, and One Hundred Thirty-nine Thousand Dollars (\$139,000.00) for the period July 1, 2019, through June 30, 2020, the Superintendent agrees to perform faithfully the duties of Superintendent. Thereafter, the Superintendent shall be entitled to an annual increment of not less than three percent (3%) during the term of this contract. The Board of Education hereby retains the right to adjust the annual salary of the Superintendent during the term of this contract, said salary adjustment not to reduce the annual salary below the salary hereinbefore provided. Any salary adjustment made during the life of this contract shall be in the form of an amendment and shall become a part of this contract; provided, however, that by doing so, it shall not be considered that the Board of Education has entered a new contract with the Superintendent nor that the termination date of the existing contract has been extended. However, the Board may extend the termination date of the existing contract in such manner as may be permitted by State law. The annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of professional staff members in the District. The Board shall review the Superintendent's compensation no later than March 1st of each year of this Agreement to determine what, if any, increases shall be made to her compensation. At that time, the Board will also determine if they wish to extend the

Superintendent's contract for an additional year beyond its expiration date and so notify the Superintendent.

4. BENEFITS: (a) The Superintendent shall be credited each July 1st with twelve (12) days of paid sick leave; provided, however, that any of said days that go unused in any specific year may be accumulated to a maximum of two hundred (200) sick days for future use by the Superintendent as needed. It is agreed that the Superintendent shall be granted fifty (50) sick days as a sick bank to begin her employment. Further sick leave days shall not accumulate until the Superintendent, by her continuous employment, has earned those 50 sick days at the rate specified above. The Superintendent shall be entitled to use twelve (12) paid sick leave days per year from her total accumulation for illness in the immediate family (immediate family shall be defined to include: anyone who is a member of her household, her spouse, children, parents, or siblings).

(b) The Superintendent shall be entitled to Health Insurance as provided through the coverage offered to all District employees. The District shall pay eighty-five percent (85%) of the annual premium(s) for said coverage and the Superintendent shall pay fifteen percent (15%) of such annual premium(s) as her contribution. The Superintendent may select either an individual or family plan, where offered. If after five (5) years of continuous employment with the District the Superintendent retires from service with the District into the New York State Retirement System, she shall be entitled during her retirement years to have Health Insurance benefits comparable to those that were available to her at the date of her retirement, and the Board shall continue to pay the same percentage or portion of the annual health insurance plan premium as during the Superintendent's last year of active employment with the School District. The District shall also carry major medical, accident, and liability insurance as required by statute or by this contract upon the Superintendent.

(c) The Superintendent shall have a comprehensive medical examination once each year and a statement certifying the physical competence of the Superintendent shall be filed with the Clerk of the Board by September 1st of each year and treated as confidential information by the Board. The cost of said medical evaluation shall be borne by the Board of Education. If the Superintendent is unable to perform substantially all of the duties and responsibilities set forth in this Agreement by reason of extended illness and or disability, she shall be entitled, upon expiration of all other paid leave provided in this Agreement, to disability leave at ninety percent (90%) of full pay for six months under a long-term disability insurance policy purchased by the Board. Upon leaving the

District, the Superintendent shall be paid for any unused and accumulated sick leave at the rate of One Hundred Dollars (\$100.00) per day.

(d) The Superintendent shall be permitted to participate (1) in a cafeteria plan sponsored by the District, which plan shall include, at a minimum, the option to elect health flexible spending account and dependent care assistance plan benefits, and (2) in a health reimbursement arrangement sponsored by the District. For each plan year that the Superintendent participates in the aforementioned cafeteria plan, the District shall make a contribution to her cafeteria plan account in the amount of Five Hundred Dollars (\$500.00). For each plan year that the Superintendent participates in the aforementioned health reimbursement account, the District shall make a contribution to her account under such plan in the amount of One Thousand Seven Hundred Fifty Dollars (\$1,750.00). The Superintendent's participation in each plan described in this paragraph shall be subject to the terms and conditions of each plan's governing documents and the requirements and limitations of applicable law.

(e) The District shall contribute Three Thousand Dollars (\$3,000.00) annually to an account set up for the benefit of the Superintendent which qualifies under Section 403(b) of the Internal Revenue Code, as amended from time to time.

(f) The District will pay the Superintendent a mobile telephone allowance of \$50.00 per month. The Superintendent acknowledges that her use for District business of her personal mobile phone may be subject to various forms of legally-required disclosure, and the Superintendent agrees to cooperate to the extent the District is required to disclose information related to such use.

5. VACATION, HOLIDAYS, PERSONAL, AND OTHER LEAVE: (a) The Superintendent shall be employed on the basis of twelve (12) months of the calendar year and shall be entitled to twenty-five (25) working days of paid vacation, exclusive of legal holidays as provided in the annual school calendar as adopted by the Board, and credited on July 1st of each year; provided, however, that vacation leave days unused during any particular year may be accumulated to a maximum of forty (40) days. Accumulated vacation leave may be used during any subsequent year of employment. The Superintendent covenants and agrees, when taking five (5) or more vacation days at a time, to mutually agree with the Board of Education on the days taken. The Superintendent shall be responsible for scheduling administrative coverage of the school system during vacations consisting of multiple days. In the event that the Superintendent has

unused accumulated vacation leave at the time her employment with the District terminates, she shall be paid in accordance with Board Policy.

(b) The Superintendent shall be entitled to paid holidays as established under the annual school calendar, as adopted by the Board, including: Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and the day after, Christmas Eve and Christmas Day, New Year's Eve and New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, and Memorial Day.

(c) The Superintendent shall be entitled to three (3) days per year of paid leave for the purpose of conducting personal business that cannot be scheduled at any other time. Days of personal business leave unused in any specific year shall be added to the accumulation of sick leave days credited to the Superintendent.

(d) The Superintendent shall be entitled to five (5) days of paid bereavement leave to attend to the circumstances caused by the death of a member of her immediate family or a member of her immediate household. Said bereavement days shall be credited on July 1st of each year and any such days not used in any specific year shall not be accumulative.

(e) If the Superintendent is summoned to jury duty, the Superintendent will be granted a paid leave of absence provided that any funds received by the Superintendent for such jury duty shall be remitted to the District and provided that, if the Board so requests, the Superintendent cooperates in requesting that the Superintendent be excused from said duty or that said duty be delayed when, in the Board's judgment, the Superintendent's absence would adversely affect the District's operation.

6. PROFESSIONAL ACTIVITIES: The Superintendent is encouraged to become involved in such professional organizations and associations that may contribute to her professional knowledge and abilities. The Board shall pay the Superintendent's membership dues to the New York State Council of School Superintendents and the American Association of School Administrators. The Board will pay for the Superintendent to attend the Council's New Superintendents Institute in 2018-2019. The Board will also pay for attendance at appropriate professional meetings at the local, state, and national levels, with prior Board President approval and within budgeted limits. The Superintendent shall be entitled to the use of a motor vehicle owned by the School District for business purposes and incidental personal purposes only.

7. NOTICE OF NONRENEWAL; EXTENSIONS OF TERM: (a) The Board shall notify the Superintendent in writing, no later than one year prior to the termination of this contract, of the Board's intent not to renew the contract; failure to notify the Superintendent within said time period will extend the terms of the contract for one year from the original termination date of the contract and the salary of the Superintendent for said additional year shall not be less than the salary paid to the Superintendent for her last year under the original contract, plus the minimum increment to which the Superintendent is entitled under said original contract. In such event, all of the terms and conditions of the contract remain in full force and effect and apply to such additional year, except as the same may have been modified or changed by this paragraph.

(b) If the Board fails to conduct the evaluation meeting as set forth in paragraph 8 by the deadline set forth in that paragraph, this contract shall be deemed extended to June 30 of the year following the year of termination then in effect.

8. EVALUATION: (a) In the initial year of this contract of employment, the Board of Education shall evaluate the Superintendent based on her Plan of Action as discussed during the interview process. In January and June of the initial year, the Superintendent and Board shall meet in executive session, at which time the Superintendent shall review in writing for the Board the outcomes of the activities for that period as delineated in the Action Plan and the Board shall provide the Superintendent with substantive feedback with regard to the effectiveness of her activities and performance. The feedback will be summarized by the Board President and the Superintendent in a written format.

(b) In successive years of employment under this contract, the Board of Education shall evaluate the Superintendent in writing, using the mutually agreed upon instrument, during February of each year, provided that the Superintendent gives notice of this provision by January 15.

- (i) The evaluation shall be based upon goals and performance criteria mutually agreed upon by the parties and reduced to writing in a form mutually agreed upon by the parties no later than September 1.
- (ii) The Superintendent shall provide to the Board President a written statement outlining the Superintendent's progress on the agreed goals and performance criteria. The Board President shall circulate that statement to the Board along with the mutually agreed instrument and, thereafter, retrieve and compile each Board member's written evaluation.

(iii) In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, the Board shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas in need of improvement where the Board deems performance to be unsatisfactory.

(iv) A copy of the written evaluation shall be delivered to the Superintendent at least seven (7) days prior to the executive session of the Board scheduled to discuss such evaluation. The Superintendent shall have the right to make a written reaction or response to the evaluation. This response shall become a permanent attachment to the Superintendent's personnel file. Within thirty (30) days of the delivery of the written evaluation to the Superintendent, the Board shall meet with the Superintendent to discuss the evaluation.

(c) All evaluations and determinations, including but not limited to those under paragraphs 3, 4, and 8, shall be done in executive session. The Superintendent's evaluations shall be confidential and shall be kept so by the Board and individual Board members.

(d) The Board, individually and collectively, shall promptly refer to the Superintendent for her study and recommendation, any and all criticisms, complaints, suggestions, communications, or comments regarding the administration of the District or the Superintendent's performance of her duties.

9. TERMINATION OF AGREEMENT: Throughout the term of this contract, the Superintendent shall be subject to discharge for good and just causes; provided, however, that the Board does not arbitrarily or capriciously call for her dismissal, and that the Superintendent shall have the right to service of written charges and at least thirty (30) days' notice of hearing before a mutually agreed upon independent arbitrator selected from the American Arbitration Association. The decision of the arbitrator shall be binding on both parties, subject only to appeal as provided under Article 75 of the New York Civil Practice Law and Rules, and shall be rendered by the arbitrator within thirty (30) days of the hearing date. If the Superintendent chooses to be accompanied by legal counsel at any hearing, such legal expenses shall be incurred by the Superintendent. The employment relationship between the Board and the Superintendent shall otherwise be continuous unless severed by mutual agreement, resignation, or retirement with at least sixty (60) days' advance notice.

10. INDEMNIFICATION: The Superintendent shall fulfill all aspects of this contract, any exception thereto being by mutual consent between the Board and the Superintendent. Failure to fulfill the obligations agreed to in this contract will be viewed as a violation of the administrator's Code of Ethics and will be reported by the Board to the State Education Department's Bureau of Professional Ethics and other State Education Department officials as designated by statute or the Regulations of the Commissioner of Education of the State of New York. In consideration of the Superintendent's pledge to devote her full time, skill, labor, and attention to the discharge of her duties during the term of this Agreement, 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 her employment or at the direction of the Board.

11. APPLICABLE LAW: It is expressly understood by and between the parties that the terms and conditions of this Agreement are in every respect subject to all applicable laws and regulations of the State of New York, including but not limited to the Education Law and Civil Service Law and any regulations related thereto, that may be in effect from time to time during the term of her Agreement. If any item or portion of this Agreement becomes illegal by statutory change or should the Superintendent be required to change or discontinue services specified in this Agreement as required by statutory change or direction of the Board of Education, all other items in this Agreement shall remain in effect until its expiration. The Board of Education will work with the Superintendent to rework such items, duties, and matters in a mutually agreeable status.

12. INCLUSION; MODIFICATION: It is mutually understood by and between the parties that this Agreement represents the full agreement between the parties hereto. This Agreement may be modified only in a writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates set forth below.

**THE BOARD OF EDUCATION OF
SPENCER-VAN ETTEN CENTRAL
SCHOOL DISTRICT**

Date: _____, 2018

By: _____
Don Johnson, President

Date: _____, 2018

Diahann Hesler, Superintendent

ADDENDUM “A”

Superintendent’s Duties and Responsibilities

a. The Superintendent shall be the chief administrative officer of the District and shall perform all the duties 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 Board of Regents or Commissioner of Education.

b. Without limiting the foregoing, the Superintendent shall have the specific authority, right, and responsibility to:

(i) upon consultation with the Board, and subject to negotiated contracts, 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 of Education as a prerequisite to either the appointment or the termination of employment of both instructional and non-instructional personnel;

(iii) supervise and direct principals, teachers, and all other persons employed in either the business management or the instructional activities of the District; and

(iv) upon consultation with the Board, and subject to negotiated contracts, transfer teachers from one school to another or from one grade of a course of study to another grade in such course.

(c) In addition, the Board may, from time to time, prescribe in writing additional duties and responsibilities for the Superintendent; provided, however, that 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 provided that all additional duties and responsibilities prescribed by the Board are consistent with those normally associated with the position of Superintendents of Schools in the State of New York.

Board Referral

The Board, individually and collectively, shall promptly refer to the Superintendent for her study and recommendation, criticisms, complaints, suggestions, communications, or comments regarding the administration of the District or the Superintendent’s performance of her duties.