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**EMPLOYMENT AGREEMENT
BETWEEN THE BOARD OF EDUCATION OF THE
NISKAYUNA CENTRAL SCHOOL DISTRICT
AND
CARL J. MUMMENTHEY**

This AGREEMENT is made by and between THE BOARD OF EDUCATION OF THE NISKAYUNA CENTRAL SCHOOL DISTRICT, with offices at 1239 Van Antwerp Road, Niskayuna, New York, 12309, (hereinafter the "Board" or "District") and CARL J. MUMMENTHEY (hereinafter the "Superintendent").

WITNESSETH:

WHEREAS, the Board has offered to employ the Superintendent, as Superintendent of Schools of the Niskayuna Central School District ("the District") for a term commencing July 1, 2022 through June 30, 2026; and

WHEREAS, the Superintendent has accepted the Board's offer of employment; and

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

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

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

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1. **OFFER OF EMPLOYMENT**

The Board, pursuant to §1711(3) of the Education Law of the State of New York and in accordance with a resolution duly adopted at a meeting held on February 1, 2022 hereby offers to employ the Superintendent upon the terms and conditions set forth in this Agreement.

2. **ACCEPTANCE BY SUPERINTENDENT**

The Superintendent hereby accepts said offer of employment and agrees to perform, to the best of his ability, the duties of such position.

3. **TERM OF EMPLOYMENT**

The Superintendent's term of employment shall be for the period commencing on July 1, 2022 through June 30, 2026, unless further extended or sooner terminated as hereinafter provided. Any extension of the term of the Superintendent's employment shall be in the form of a new agreement and shall be upon such terms and conditions as the parties shall agree in writing.

4. **SUPERINTENDENT'S DUTIES AND RESPONSIBILITIES**

A. The Superintendent shall be the Chief Executive Officer of the District and shall have the power and obligation to perform all those duties and accept all those responsibilities as are:

- (a) set forth in §1711 of the Education Law of the State of New York, including any amendments thereof or successor statutes thereto;
- (b) specified in the Policy Manual of the Board;
- (c) normally associated with the position of Superintendent of Schools;
- (d) 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;

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- (e) imposed, from time to time, by the Board, provided that such are in character and consistent with the position of superintendent of schools.

B. 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 the Board is discussing his performance, compensation or employment contract.

5. **CERTIFICATION**

The Superintendent shall at all times during the term of his employment by the District possess a valid certificate to act as a superintendent of schools in the State of New York and that proof of such certification will be provided to the District Clerk upon request. It is expressly understood that failure to hold and maintain such certification shall be cause for the immediate termination of this agreement and of the employment of the Superintendent.

6. **COMPENSATION**

A. The Superintendent's base salary for the period July 1, 2022 through June 30, 2023 shall be at the annual rate of Two Hundred Ten Thousand and 00/100 Dollars (\$210,000). The Superintendent's base salary for the 2023-2024 and 2024-2025 school years shall be increased annually by the following schedule: July 1, 2023 - 3.5% and July 1, 2024 - 3.5%. The Superintendent's salary commencing July 1, 2025 and thereafter, shall be subject to review and evaluation by the Board of Education as set forth in paragraph B below.

B. Prior to July 1, 2025, and thereafter, the Board shall commence a review to examine the Superintendent's performance and appropriate compensation for the succeeding year. It is understood and agree that any change in the Superintendent's salary and/or fringe benefits shall become effective on July 1st immediately following the commencement of such review by the

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Board. It is further understood that in any event, the Superintendent's salary and/or fringe benefits shall not be less than they were the immediately preceding year.

C. The Superintendent shall be paid in equal installments in accordance with the rules of the Board governing salary payment to other District administrative employees.

7. **PERFORMANCE EVALUATION**

A. By September 1st of each year of the term of this Agreement, the Board, in consultation with the Superintendent, shall establish goals and criteria for the purpose of evaluating the Superintendent's performance, and shall present the goals and criteria in written form to the Superintendent. The Board shall devote at least a portion of one meeting prior to July 1st of each year of the Superintendent's employment to an annual evaluation in executive session of his performance. The Board shall reduce said evaluation to writing, and the Superintendent shall be provided with a copy of the evaluation at least ten (10) days prior to the executive session of the Board at which such evaluation will be discussed. The form of the written evaluation instrument shall be mutually agreed upon between the parties.

B. In or about the month of January of each year, the Board will conduct a mid-year assessment of the Superintendent's progress toward achieving the goals and criteria. The Superintendent will be notified, in writing, of any changes or modifications which the Board desires and the Superintendent shall concentrate on those areas.

8. **OTHER BENEFITS**

In addition to the base salary provided for in paragraph 6 above, the Superintendent shall be entitled to receive the following benefits during the term of this Agreement:

A. **Medical and Dental Insurance.** Should the Superintendent elect coverage, the District shall provide medical and dental insurance from plans in which the District participates

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for the period the insurance is in effect. The medical and dental insurance plans are subject to change in the future. During the Superintendent's term of employment with the District, the District shall pay seventy-five percent (75%) of the medical and dental plan premiums available to District employees and the Superintendent shall pay the remainder of the premium for the plan chosen.

B. Medical and Dental Insurance in Retirement. Upon the Superintendent's retirement from employment with the District directly into the New York State Teachers' Retirement System, the District shall provide the Superintendent with medical and dental insurance coverage under either an individual or family medical and dental insurance plan (based on individual/family status) for the Superintendent and his spouse, for the remainder of their lives; however, the Superintendent's spouse shall only be eligible for such coverage so long as they remain married and shall only be eligible for single coverage should she survive him. The District will pay one hundred percent (100%) of the premium cost of individual plan coverage and sixty percent (60%) of the cost difference between the individual and family/spousal plans. Upon reaching the age of 65 the Superintendent shall ensure Medicare is his primary coverage and the District plan secondary. The District shall reimburse the Superintendent Medicare premium costs. This paragraph shall survive the term and be enforceable after the termination of this Agreement.

C. Sick Leave.

1. The Superintendent shall be credited on July 1 of each year with fifteen (15) days of paid sick leave. Sick leave shall be for the Superintendent's illness or that of an immediate family member. Unused sick leave shall accumulate from year to year up to a maximum of two hundred fifteen (215) days. The Superintendent shall be paid for sick leave days that are unused and accumulated at the time of his retirement from the District directly into the New York State Teachers Retirement System at the rate of 1/240th of his most recent annual District salary. Unused and accumulated sick leave shall be paid by the District as a Non-Elective Employer

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Contribution to a 403(b) program selected by the District and approved by the Superintendent that is able to accept such amounts, subject to the contribution limits as outlined in the Internal Revenue Code. The installment will be directed to the 403(b) fund up to the amount determined by applying the maximum allowable contribution limits of IRS 415(c) as it applies to IRS section 403(b) programs. The remainder, if any, of the payment shall be paid to the employee in the form of taxable compensation and reported on the employee's W-2, wage and withholding statement. Employees will be notified of payments to the 403(b) fund within ten working days of payment thereto. In the event that a change in Federal or State Law precludes the District from contributing the retirement incentive to a tax sheltered account, thereby obviating the intent of this agreement, the payment of this benefit shall be made directly to the Superintendent through payroll as taxable compensation and reported on the Superintendent's W-2.

2. In addition to the annual accrual referred to in subparagraph (1), the Superintendent shall also be credited with forty-five (45) days of sick leave for use only in the event of catastrophic illness of the Superintendent. Said days shall be for use only under the aforementioned circumstances and there shall be no payment for any of said days upon retirement or any other circumstances.

D. Bereavement Leave. The Superintendent shall be entitled to up to five (5) days paid leave annually for death in the immediate family. Extension of bereavement leave(s) will be at the discretion of the Board. Members of the immediate family include spouse, children, brothers, sisters, father, mother, grandparents, in-laws and any other person with whom the Superintendent has developed an immediate family-like obligation due to past personal relationships.

E. Personal Business Days. The Superintendent shall be entitled to five (5) days paid leave annually for personal business that cannot ordinarily be attended to outside of normal

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business hours, credited as of July 1st each year. Any unused personal leave will be added to the Superintendent's accumulated sick leave.

F. Work Schedule and Vacation. The Superintendent shall work a 12 month work year July 1st through June 30th and shall be required to work the non-holiday days of school recess periods unless vacation entitlement is utilized. In addition, the Superintendent shall be entitled to twenty-five (25) paid vacation days annually to be credited on July 1st of each year. Beginning July 1, 2023, and each July 1 year thereafter, the Superintendent shall be credited with one (1) additional vacation day each year up to a maximum of thirty (30) paid vacation days annually. Vacation days shall be taken by the Superintendent in a manner and time consistent with the needs of the District and upon consultation with the President of the Board. The Superintendent, at his option, may exchange up to ten (10) days of unused vacation leave at the end of each school year for additional salary, and receive pay calculated at the rate of 1/240th of his then current annual salary, and the Superintendent may also carryover up to ten (10) days of unused vacation leave each year up to a maximum accumulation of fifty (50) days. Accumulated vacation leave may be used during any subsequent year of employment. Any unused accumulated vacation days to the Superintendent's credit at the time of retirement (to a maximum of 50 days) shall be paid to him at a rate of 1/240th of his then current salary. Upon separating from the District for any reason other than retirement, the Superintendent will be paid for any unused, accumulated vacation days (to a maximum of 30 days) at a rate of 1/240th of his then current salary. Notwithstanding any other provision in this paragraph, the Superintendent shall not be entitled to payment for any unused vacation days if he is removed from his position for cause prior to the end of the term of this Agreement pursuant to Paragraph 16 herein.

G. Holidays. The Superintendent shall be entitled to the regular holidays as set forth in the school calendar.

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9. **EXPENSE REIMBURSEMENT AND TRANSPORTATION EXPENSES**

A. The Superintendent is authorized to incur reasonable expenses in connection with the discharge of his duties and in regard to professional development activities that have been approved by the Board. The District shall reimburse the Superintendent for dues, registration and meal expenses related to attendance at meetings of local civic or service organizations. These reimbursements shall be subject to a budgetary allotment approved by the Board. The District will pay for or reimburse the Superintendent for such expenses upon presentation, from time to time, of an itemized account of such expenditures.

B. The Superintendent shall also be entitled to mileage reimbursement at the applicable Internal Revenue Service rate for utilization of his automobile on school-related business which requires travel inside or outside of the District (other than commuting to and from work). To receive such reimbursement, the Superintendent shall submit appropriate documentation as required under District policy or practice.

10. **TECHNOLOGY**

A. Cell Phone. The District shall provide the Superintendent with a cell phone for his business and incidental personal use. Such item shall be the property of the District and shall be returned to the District at the time the Superintendent leaves the employment of the District.

B. Technology. The Superintendent shall be entitled to the use and possession of one District-owned laptop and/or desktop computer, or other related technology equipment, which shall remain the property of the District and shall be returned by the Superintendent to the District upon the termination of employment.

C. The Superintendent shall abide by the District's Information Technology policy relating to his use of any and all electronic communication or information storage devices assigned

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to him, and relating to any confidential District data that may be accessed or stored on any personal electronic device.

11. **PROFESSIONAL DEVELOPMENT**

A. The Board encourages the professional growth and development of the Superintendent through his participation in continuing education and in-service programs and activities, including: (1) the operations, programs and other activities conducted or sponsored by local, state and national school administrator and school board associations; (2) seminars and courses offered by public or private educational institutions; and (3) informational meetings or seminars with other persons whose particular skills or backgrounds would assist the Superintendent in performing his professional responsibilities for the District.

B. The Board shall allow the Superintendent a reasonable amount of time, to attend such in-service and continuing educational activities and programs and the District shall pay the applicable registration and necessary travel and subsistence expenses incidental thereto.

C. The Board shall allow the Superintendent a reasonable amount of time to attend the following meetings each year: (1) the annual national conference of the American Association of School Administrators (AASA); (2) the annual convention of the New York State School Boards Association (NYSSBA); (3) the New York State Council of School Superintendents (NYSCOSS) Fall and Winter Conferences; and (4) the annual national conference of the Association for Supervision and Curriculum Development (ASCD). In lieu of the annual national conference of the Association for Supervision and Curriculum Development (ASCD), the Superintendent may attend, another national educational conference. The District shall pay the applicable registration and necessary travel and subsistence expenses incidental to the Superintendent's attendance at these meetings.

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D. The District shall pay membership fees of the following professional service organizations: the American Association of School Administrators (AASA), the New York State Council of School Superintendents (NYSCOSS), the Suburban School Superintendents (SSS), and the Association for Supervision and Curriculum Development (ASCD). The District shall also pay or reimburse membership fees for other civic or service organizations subject to budgetary allotments approved by the Board.

12. **INDEMNIFICATION**

A. To the maximum extent permitted by law, the District shall protect, defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings of any nature brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the District, including without limitation payment of costs of defense, legal fees and any judgment, except punitive damages, fines and the like, provided the incident arose while the Superintendent was acting within the scope of his employment and in good faith and provided that the Superintendent gives notice of the claim or proceeding to the Board within ten (10) days after receipt of the summons, complaint or other legal process by the Superintendent. The foregoing defense and indemnification obligations shall not apply to criminal proceedings involving the Superintendent. In no case, however, will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

B. The District shall not, however, be required to pay any costs of any legal or administrative proceedings in which the District and the Superintendent are opposing parties.

13. **OTHER WORK**

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The Superintendent shall devote his full time, skill, labor and attention to the discharge of his duties as Superintendent during the term of this Agreement, provided, however, that upon prior notice to and approval of the Board, 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 his duties and responsibilities as specified herein. The Superintendent does not need Board approval for speaking at community and related events, advocacy efforts on behalf of the District and writing that would promote the District to the extent such activities are consistent with the Board's established mission, vision and goals.

14. **ANNUAL MEDICAL EXAMINATION**

In addition to the authority granted to the Board of Education pursuant to §913 of Education Law, the Superintendent agrees to undergo a comprehensive medical examination upon request of the Board and will file with the Clerk of the District a statement from the examining physician certifying to his competency to perform the essential functions of his position. Such statement shall be treated as confidential information by the Board and by the office of the Clerk of the District. The cost of the examination shall be paid by the District if it is not covered by the medical insurance in effect for the Superintendent. If the District desires any additional testing beyond a routine medical testing, the District shall also assume the costs of any such testing not covered by medical insurance.

15. **BOARD REFERRAL**

The Board shall promptly and directly raise with the Superintendent for his study and response, any and all criticisms or complaints regarding the administration of the District or the Superintendent's performance of his duties.

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16. **TERMINATION**

A. Should the Superintendent be unable to perform his duties by reason of illness, accident, or other cause beyond his control, and if such disability continues for more than six (6) months, or if said disability is permanent, irreparable, or of such nature as will make the effective performance of his duties impossible with reasonable accommodation as determined by a medical practitioner who is designated by a medical practitioner selected by the District and a medical practitioner selected by the Superintendent, the Board may terminate this Agreement, whereupon the respective duties, rights and obligations of the parties shall terminate.

B. Throughout the term of this Agreement, the Superintendent shall be subject to discharge for good and just cause, provided that the Board does not arbitrarily or capriciously call for his dismissal. The Superintendent shall have the right to service of written charges, at least thirty (30) days' notice of hearing, and a fair hearing to be conducted by an impartial hearing officer selected by mutual agreement with the Board, who shall be an attorney licensed to practice in New York State. If the parties are unable to agree upon the selection of a hearing officer within five (5) work days' of service of charges, the matter will be referred to the American Arbitration Association and its procedures for selection of a hearing officer with the qualifications above. If the Superintendent chooses to be represented by legal counsel at such hearing, said legal expenses shall be borne solely by the Superintendent. The Superintendent shall receive his full pay and benefits as provided by this Agreement until the completion of said hearing and the final decision of the hearing officer. The decision of the hearing officer shall contain express findings of guilt or innocence on each of the charges and/or specifications thereto. The decision of the hearing officer shall constitute a recommendation to the Board of Education, whose decision shall be based

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solely upon the record of the proceeding before the hearing officer. Both parties retain their right to appeal the decision of the hearing officer to any forum having jurisdiction.

C. Termination by Mutual Agreement. This Agreement may also be terminated at any time, by written agreement, upon such terms and conditions mutually agreed upon by the Board and the Superintendent.

17. NOTICES

Unless otherwise specified, all notices given under the Agreement shall be given in writing delivered as follows:

- a. To the Superintendent: Personally or by certified mail, return receipt requested addressed to his residence on file with the District.
- b. To the District or Board: To the President of the Board of Education personally or by certified mail, return receipt requested addressed to his/her residence on file with the District with a copy to the District Clerk's office, hand-delivered or by certified mail, return receipt requested.

18. CONSIDERATION OF RENEWAL

On or before July 1, 2025, the Board shall consider whether to extend the Superintendent's employment commencing on July 1, 2026 or whether the Superintendent's term will expire on June 30, 2026. The Board shall notify the Superintendent of the results of any such consideration. The Superintendent shall provide the Board with at least ninety (90) days' written notice of his intention to terminate his employment with the District during the term of this Agreement and six (6) months' written notice of his intention to retire from the District. The Board's failure to consider an extension of the Superintendent's employment as set forth herein shall not be deemed a breach of this Agreement and shall not serve to extend the term of this Agreement.

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19. 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 terms of this Agreement, and shall not be susceptible to oral modifications, nor shall parole evidence be admissible to establish any oral modification thereof.

20. PARAGRAPH HEADINGS

The paragraph headings contained in this Agreement are intended for convenience of reference only. If there is a conflict between any such heading and the text of this Agreement, the text shall control.

21. SEVERABILITY

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

22. COOPERATION WITH DISTINGUISHED EDUCATOR

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

--- Signature Page Follows ---

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

BOARD OF EDUCATION OF THE
NISKAYUNA CENTRAL SCHOOL DISTRICT

By Kimberly J. Tully
KIMBERLY TULLY
President, Board of Education

Dated: 2/1/22

Carl J. Mumenthey
CARL J. MUMENTHEY
Superintendent of Schools

Dated: 1/27/22