

**Employment Contract of the
Superintendent of Schools and
Cherry Valley-Springfield Central School District
July 1, 2019- June 30, 2023**

The parties to this contract are the **Board of Education of the Cherry Valley-Springfield Central School District**, Cherry Valley, New York, (hereinafter referred to as the "Board") and **TheriJo Climenhaga**, residing at 887 Morton Road, Cherry Valley, NY (hereinafter referred to as the "Superintendent").

The Board has appointed **TheriJo Climenhaga** as Superintendent of Schools of the **Cherry Valley-Springfield Central School District** (hereinafter the "District"). The parties have agreed upon the terms of employment of the Superintendent and enter into this contract pursuant to Education Law § 1711.

In Consideration Thereof, of the covenants and agreement set forth herein and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. EMPLOYMENT.

The Board hereby employs the Superintendent and the Superintendent hereby accepts employment as Superintendent of Schools of the District upon the terms and conditions contained in this contract.

2. DUTIES AND POWERS.

The Superintendent shall perform all duties and exercise all powers of the position as prescribed by Education Law § 1711 and other laws, rules and regulations of the State of New York and by the Board in its By-Laws, Policies, regulations and other Board directives, all as may be modified from time to time. The Superintendent shall be the Chief Executive Officer of the District and of its educational system. The Superintendent shall not accept any remunerated employment or paid consultancies from other employers during the term of this contract without prior approval of the Board. Without limitation of such duties and powers, the parties agree: that the Superintendent shall have freedom to organize, reorganize and arrange the administrative and supervisory staff as in her judgment best serves the District with notice to the Board; that she shall, with the assistance of her staff, administer the instructional and business affairs of the District; and that she shall have the responsibility for selection of personnel, subject to Board approval, and for placement, transfer and discipline of personnel, subject to any necessary Board approval. 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 her performance or salary.

3. TERM AND EXTENSION.

This Agreement shall supersede any prior agreement between the parties.

The term of this contract is from July 1, 2019 through June 30, 2023, unless sooner terminated in accordance with its terms. It may be extended by mutual written agreement.

No later than the first BOE meeting in June in each year of this agreement, or in any extension hereof, the Board shall meet to consider extending the term of the Superintendent's employment for an additional one-year period. At such time, a motion to extend the term of this Agreement for an additional one-year period will be moved, seconded and voted upon by the Board. If the Board fails to act by the first BOE meeting in June, the Superintendent may require it do so at its next regularly scheduled Board meeting. It is the parties' expectation that the Superintendent's term of employment will be renewed at the time of such Board consideration, provided the Superintendent has previously rendered competent and efficient service and faithfully discharged the duties of her position as described herein.

Any extension of the term of the Superintendent's employment shall be in the form of an amendment to this Agreement; and shall be upon the same terms and conditions as herein set forth unless otherwise agreed in writing by the parties.

4. SALARY.

The annual salary of the Superintendent shall be the following amounts, in the following school years:

2019-20	One Hundred Seventeen Thousand Five Hundred Dollars (\$117,500);
2020-21	One Hundred Twenty-One Thousand Five Hundred Dollars (\$121,500);
2021-22	One Hundred Twenty-Five Thousand Five Hundred Dollars (\$125,500);
2022-23	One Hundred Thirty Thousand Dollars (\$130,000)

Annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment to other full-time administrative employees of the District. Annual salary for each school year after 2022-23 shall be established annually (prior to July 1) by written agreement of the parties, but in no event shall such salary be less than the salary of the preceding school year. Salary shall be pro-rated for any partial school year.

5. ALLOWANCES AND BENEFITS.

a. Vacation.

The Superintendent shall receive twenty (20) work days paid vacation each school year, exclusive of holidays. The Superintendent shall provide the Board reasonable notice of intended vacation dates. Vacation will be credited as of July 1 of each year. If the Superintendent separates from employment with the District for any reason before the end of the school year, vacation time shall be prorated and adjusted through appropriate payment or deduction in the final check. Vacation shall be taken within the school year in which it is earned and shall be lost if not taken unless the parties agree otherwise. There shall be no payment for unused vacation.

b. Automobile.

The District shall reimburse the Superintendent for mileage at the IRS rates when she is required to use her personal car in the performance of her official duties as Superintendent.

c. Professional Memberships.

The Board encourages the Superintendent to participate in activities which provide for personal and professional growth or will bring recognition to the District. The Board will pay fees for the Superintendent's membership in the following organizations:

1. New York State Council of School Superintendents; and
2. Rural Schools Association

Expenses for attendance by the Superintendent at professional conferences and activities of such organizations shall be included in the annual District budget. The Superintendent shall seek Board approval for all such conferences, and shall report to the Board on such conferences.

d. Expense Reimbursement.

The Board will pay or reimburse the reasonable expenses necessarily incurred by the Superintendent in connection with the employment, provided that the Superintendent submits appropriate documentation on a timely basis in accordance with District policy and practice.

e. Indemnification and Counsel.

The Board has provided the benefit of Public Officers Law § 18 to employees of the District. The Board agrees that it shall continue to provide the defense and indemnification provisions provided by such statute for the benefit of the Superintendent during the term of this contract, and that such provisions shall supplement and be available to the Superintendent in addition to defense or indemnification protection conferred by any other statute or enactment. In order to obtain the protection referred to herein, the Superintendent must deliver the original or a copy of any summons, complaint, process, notice, demand, pleading or other document asserting the claim to the District Clerk (with a copy to the Board President) within ten (10) days after service thereof on the Superintendent, together with a written request to provide for defense of the Superintendent, who must give full cooperation in the defense thereof and must comply with all provisions of Public Officers Law § 18.

f. Other Benefits.

- i. Health Insurance/Dental Insurance - The District will pay 80% of the premium for individual or 80% of the premium for family health insurance for the Superintendent in the district's health, prescription and dental insurance programs.
- ii. 1. Sick Days -- The Superintendent shall be permitted twelve (12) paid days annually for absence caused by personal or family illness. A physician's note shall be required for any absence in excess of five (5) or more days. Family shall mean the Superintendent's parents, spouse, children, or other relatives who are members of the Superintendent's household. The Superintendent may accumulate unused sick days from year-to-year. The total number of sick days which the Superintendent may accumulate shall not exceed 180.
2. Sick Bank - The Superintendent shall have a sick leave bank with 30 paid sick leave days in it, in recognition of accrued leave at her prior employer. As the Superintendent accumulates sick leave at the District according to the paragraph above, her leave bank shall be reduced by the same number of days, in addition to any reduction due to withdrawing days for sick leave. The days in the sick leave bank may only be used if she has no accrued sick leave left, and may be used in the same manner as accrued sick leave, except that they have no cash out or trade in value.

iii. Holiday -- The Superintendent shall be entitled to the following thirteen (13) paid holidays each school year, which shall not be cumulative: Fourth of July, Labor Day, Columbus Day, Veterans Day, Thanksgiving and Day After, Christmas Eve, Christmas Day, New Years Day, Martin Luther King, President's Day, Good Friday and Memorial Day.

iiii. Health Insurance Upon Retirement --- Provided the Superintendent has rendered 10 years of service to the district as Superintendent, the District will pay 80% of the premium for individual or 80% of the premium for family on any policy of health insurance in force at the time of the Superintendent's retirement from service with the District. Provided the Superintendent has rendered 15 years of service to the district as Superintendent, the District will pay 83% of the premium for individual or 80% of the premium for family on the policy in effect at the time of the Superintendent's retirement. Such payment will continue so long as the health insurance policy provided by the District remains the primary health insurance policy insuring the Superintendent. For purposes of this paragraph, "retirement" means ordinary or disability retirement from the Teachers' Retirement System of the State of New York. The District will not be responsible for any payment under this clause if the Superintendent is employed by any other employer which provides health insurance for its employees, except that the responsibility for payments under this policy will continue if the Superintendent is an interim Superintendent not eligible for benefits in another school district after her retirement from the Cherry Valley-Springfield Central School District.

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v. Bereavement Leave:

1. The Superintendent shall be entitled to five (5) days of paid leave due to a death in her immediate family. "Immediate family" is defined as a parent, grandparent, brother, sister, spouse, children, father-in-law, mother-in-law, brother-in-law, sister-in-law, or any relative or person living in the Superintendent's household.
2. 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. The District may grant additional bereavement leave days in circumstances where it determines that such additional leave is necessary and justified. The additional leave will be taken from the Superintendent's sick leave accrual.

vi. Personal Leave

The Superintendent shall be entitled to use up to three (3) personal days per year, which may be taken without explanation, but which shall be for personal matters which cannot be handled during non-working time. At the end of each year unused personal days will be counted in to the accumulated sick leave.

6. ANNUAL REVIEW.

The parties shall meet no later than the first Board of Education meeting in September each school year to mutually agree upon the goals of the Superintendent for that school year. The parties shall meet annually at a mutually agreeable time in April (or such other time as the parties may agree) to evaluate the performance of the Superintendent including the goals set the previous October. The Board shall provide the Superintendent a written evaluation annually. Such evaluation may also be held at other times as agreed by the parties. The evaluation instrument shall be mutually agreed upon in advance of any annual review. Such evaluation shall remain confidential to the extent permitted by law.

7. TERMINATION.

This contract and the employment of the Superintendent may be terminated earlier

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than provided in paragraph 3, as follows:

a. By Agreement.

By mutual written agreement of the parties upon such terms as they may determine.

b. By Superintendent.

By the Superintendent by written notice filed with the District Clerk effective no less than ninety days after filing.

c. By Board.

By the Board:

(i) Upon 30 days prior written notice to the Superintendent if she shall become mentally or physically incapacitated for a period of six months or more to such an extent as to prevent her from properly performing each and every one of her duties.

(ii) Immediately upon written notice to the Superintendent if she shall be convicted of a felony.

(iii) Immediately upon giving of notice for failure to maintain certification required by New York statute, rule or regulation.

(iiii) Upon the filing of charges:

(a). Charges against the Superintendent may only be brought by the Board for incompetence or misconduct and all such charges shall be in writing. The Superintendent shall be entitled to a hearing on said charges, upon at least thirty (30) days' notice, before a hearing officer chosen by the Board. The hearing shall be conducted in executive session. The Board may suspend the Superintendent with pay during the pendency of such hearing.

(b). The Superintendent shall be entitled to due process protection at such hearing, including, but not limited to, the right to be represented by counsel; 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; and to receive written findings of fact and conclusions of law.

- (c). The hearing officer shall, upon the conclusion of the hearing, prepare and submit a decision, which decision shall include findings of fact

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and a recommended disposition of each charge. The hearing officer's decision shall be advisory to the Board, which shall retain the authority to make the final decision as to the disposition of each charge against the Superintendent

d. Death.

This contract shall terminate upon the death of the Superintendent.

e. Terms to Continue.

Notwithstanding the expiration or earlier termination of the employment of the Superintendent or of this contract, all the terms and conditions of this contract which explicitly or by necessary implication are intended to continue after such termination, shall so continue and this contract shall remain in effect for such purpose.

8. NOTICE.

The Board and the Superintendent each recognize that in order to establish a good working relationship and communication it is sometimes necessary to address performance issues with the Superintendent. When such performance issues are addressed, the issues will be discussed in an executive session of the Board of Education or in another private forum, consistent with the Open Meetings Law, such as a meeting between the Board President and the Superintendent of Schools. The Board acknowledges the importance of keeping open honest communication with the Superintendent and further acknowledges that such open honest communication is not fostered when public meetings of the Board are used to address performance concerns of the Superintendent.

Unless otherwise specified, all notices given under this contract shall be given in writing. Notice given by the Superintendent may be signed by her or her attorney. Notice given by the Board shall be authorized by the Board in accordance with applicable law and may be signed by the President, other Board member, or an attorney, as may be designated by the Board by resolution. Notices shall be delivered as follows:

a. To the Superintendent.

Personally or by certified mail, return receipt requested, addressed to her residence.

b. To the Board.

To the President of the Board of Education, personally or by certified mail, return receipt requested, addressed to the President's residence, with a copy to the office of the District Clerk, personally delivered or by certified mail, return receipt requested. Notice to the Board shall be effective upon the earlier of the date on which notice is given to the President or to the office of the District Clerk, providing notice is given to both.

c. Date Given.

Notices personally delivered shall be deemed given upon delivery. Notices given by mail shall be deemed given five business days after posting, regardless of date of actual receipt.

10. SEVERABILITY.

Every provision of this contract is intended to be severable. If any provision is held to be invalid or unenforceable by the Commissioner of Education on appeal to the Commissioner or by a court of competent jurisdiction, such provision shall be deemed modified or rescinded to the extent necessary to comply with law and all other provisions shall continue in full force and effect.

11. RESIDENCY.

The Superintendent shall reside in the Cherry Valley-Springfield Central School District.

12. MEDICAL EXAMINATION

The Superintendent shall have a comprehensive medical examination once each year. The physician shall complete a certification of the Superintendent's fitness to perform her job duties and the Superintendent shall submit it to the District Clerk within 10 days of the examination. The net cost of said medical examination, after insurance, shall be borne by the District.

MISCELLANEOUS.

a. Headings.

The paragraph headings contained in this contract have been prepared for convenience of reference only and will not control, affect the meaning, or be taken as an interpretation of any provision of this contract.

b. Waiver.

In the event any term or condition of this contract should be breached by either party and the breach is thereafter waived by the other party, such waiver shall be limited to the breach so waived and shall not be deemed to waive any other breach either prior or subsequent to the breach so waived.

c. Applicable Law.

This contract will be governed by and construed in accordance with the laws of the State of New York applicable to contracts executed, delivered and to be fully performed in New York. The County of Otsego in the State of New York shall be the venue of any action or proceeding arising from or related to this contract.

d. Agreement Binding.

This agreement shall be binding on the parties hereto and their respective heirs, successors and assigns.

e. Counterparts.

This contract may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed to constitute one and the same agreement.

13. COMPLETE AGREEMENT.

This contract contains the complete agreement between the parties and may not be modified except in writing signed by both parties.

IN WITNESS WHEREOF, the parties have signed this contract on the 9th day of March 2019, intending to be legally bound.

**Board of Education
Cherry Valley-Springfield Central School District**

By: Robert L. Johnson
Board President

[Signature]
Superintendent of Schools

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CLERK'S CERTIFICATION

This is to certify that this agreement was approved and the execution thereof on behalf of the Board of Education was authorized by vote of the Board of Education of the Cherry Valley-Springfield Central School District at a public meeting duly held on March 20, 2019, and has been made a part of the minutes of that meeting.

ail Carson

Laura Carson

School District Clerk

March 16, 2023
ADDENDUM TO THE AGREEMENT
BY AND BETWEEN
THE CHERRY VALLEY-SPRINGFIELD CENTRAL SCHOOL DISTRICT
AND
THERIJO SNYDER

WHEREAS, the Cherry Valley-Springfield Central School District (“District” or “Board”) and TheriJo Snyder (“Superintendent”) are parties to an employment agreement dated July 1, 2019, in effect until June 30, 2023 (the “Agreement”),

WHEREAS, the Board of Education of the District has met to consider amendments to the Agreement and has agreed to amend certain terms and conditions of the Superintendent’s employment; and

NOW, therefore, it is hereby agreed that:

A. **ARTICLE 3, TERM AND EXTENSION, Paragraph 2**, is hereby amended to provide:

The term of this contract is from March 16, 2023 through March 15, 2028, unless sooner terminated in accordance with its terms. It may be extended by mutual written agreement.

B. **ARTICLE 4, SALARY**, is hereby amended to provide:

The annual salary of the Superintendent shall be the following amounts, in the following school years:

<u>2023-24</u>	<u>One Hundred Forty Thousand Dollars (\$140,000)</u>
<u>2024-25</u>	<u>One Hundred Forty-Four Thousand Nine Hundred Dollars (\$144,900)</u>
<u>2025-26</u>	<u>One Hundred Forty-Nine Thousand Nine Hundred Seventy-One Dollars and 50/100 (\$149,971.50)</u>

Annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment to other full-time administrative employees of the District. Annual salary for each school year after **2025-26** shall be established annually (prior to July 1) by written agreement of the parties, but in no event shall such salary be less than the salary of the proceeding school year. Salary shall be pro-rated for any partial school year.

C. **ARTICLE 5, ALLOWANCES AND BENEFITS, Section (a), Vacation**, is hereby amended to provide:

The Superintendent shall receive twenty (20) work days paid vacation each school year, exclusive of holidays. The Superintendent shall provide the Board reasonable notice of intended vacation dates. Vacation will be credited as of July 1 of each year. **The Superintendent shall be entitled to buy back up to five (5) unused vacation days at the end of each school year, at the rate of 1/260th for each such day. Notification of intent to do so shall be made to the Board President not later than June 15 of each year.** If the Superintendent separates from employment with the District for any reason before the end of the school year, vacation time shall be prorated and


adjusted through appropriate payment or deduction in the final check. Vacation shall be taken within the school year in which it is earned and shall be lost if not taken unless the parties agree otherwise.

All other provisions of the Agreement shall remain in full force and effect, in accordance with the terms of the Agreement.

CHERRY VALLEY-SPRINGFIELD
CENTRAL SCHOOL DISTRICT


By: Amy Garretson, Board of Education President

SUPERINTENDENT


TheriJo Snyder