

**EMPLOYMENT AGREEMENT**

**AGREEMENT**, made this 22-day of May, 2014, by and between **THE BOARD OF EDUCATION OF THE ALTMAR PARISH WILLIAMSTOWN CENTRAL SCHOOL DISTRICT**, County Route 22, Parish, New York, Oswego County, (hereinafter the "Board") and **ANITA MURPHY**, residing at 206 Avery Avenue, Syracuse, New York 13204 (hereinafter the "Superintendent").

**WITNESSETH:**

**WHEREAS**, the Board has offered to employ the Superintendent as the chief executive and administrative officer of the Altmar Parish Williamstown Central School District (hereinafter, the "District"), upon the terms and conditions set forth herein; and

**WHEREAS**, the Superintendent has accepted said offer of employment; and

**WHEREAS**, it is acknowledged that a written contract specifying the terms and conditions of the Superintendent's employment by the District will provide the basis for effective communication and future understanding between the parties; and

**WHEREAS**, the parties agree that this Employment Agreement between the parties establishes and sets forth the full and complete commitment 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 considerations, the parties agree as follows:

1. **Offer of Employment.**

The Board, pursuant to Section 1711, subsection 3 of the New York Education Law, and in accordance with a resolution duly adopted at a meeting held on May 22, 2014, has offered to employ the Superintendent as the District's Superintendent of Schools 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 continue to perform, to the best of her ability, the duties of such position.

3. **Term of Employment.**

(a) The Superintendent's term of employment shall be for three (3) years commencing on July 1, 2014 and terminating on June 30, 2017, unless further extended or sooner terminated as hereinafter provided.

(b) No later than July 1, 2016, and before each July 1 thereafter, the Board shall meet to consider extending the term of the Superintendent's employment for an additional one (1) year period. At such time, a motion to extend the term of this Agreement for an additional one (1) year will be moved, seconded and voted upon by the Board. By written notice to the President of the Board, the Superintendent may waive the requirement that a motion to extend the Agreement be presented for a vote

(c) 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. It shall not be considered that the Board and the Superintendent have entered into a new agreement unless expressly stated in writing signed by both parties hereto. In the event that such extension results in the term of the

contract extending beyond June 30, 2019, to the extent necessary to comply with law, such extension shall be deemed to constitute a new contract for the period of three years ending on the termination date of the agreement.

(d) The Superintendent will be released from her obligation to complete the term of employment provided by this Agreement by submission of a resignation to the school board at least ninety (90) days prior to leaving.

4. **Superintendent's Duties and Responsibilities.**

(a) The Superintendent shall be the chief administrative officer of the District, and shall perform all the duties of and possess all of the authority now, or hereafter imposed upon or granted to a Superintendent of Schools under the provisions of the Education Law or other statute of the State of New York; or by rule of the Board of Regents, or regulation of the Commissioner of Education.

(b) Without limiting the foregoing, the Board acknowledges that the Superintendent shall have the specific authority, right and responsibility to:

(i) subject to Board approval, 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 support staff personnel.

(iii) supervise and direct 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; and

(iv) transfer teachers from one school to another, or from grade of a course of study to another grade in such course.

(c) The Board may, from time to time, prescribe additional duties and responsibilities for the Superintendent; provided, however, that

(i) The Board shall not, without the Superintendent's written consent, adopt any policy, by-law or regulation which impairs or reduces the duties and authority specified above; and

(ii) all additional duties and responsibilities prescribed by the Board shall be consistent with those normally associated with the position of Superintendent of Schools in the State of New York.

(d) With respect to their relationship to one another and the determination of their respective powers and duties, the parties acknowledge that they are both subject to the laws of the State of New York and the applicable rules and regulations of the Board of Regents and the Commissioner of Education of the State of New York.

(e) The parties recognize the provisions of Education Law § 1711.2.a. which provides that the Superintendent shall have the right to speak on all matters before the Board of Education. The Board shall notify the Superintendent in a timely manner of any and all Board meetings with the intention of having the Superintendent attend all meetings of the Board, including executive sessions of the Board, except that the Board may exclude the Superintendent from any portion of an executive session of the meeting at which the Board is discussing her performance, evaluation, compensation or benefits.

(f) 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. **Board Referral.**

The Board, individually and collectively, shall promptly and discreetly refer to the Superintendent, for her study and recommendation, any and all criticisms, complaints, suggestions, communication or comments regarding the administration of the District. Individual members of the Board who have concerns or who have received complaints with the respect to the Superintendent's performance are encouraged to discuss such concerns with the Superintendent.

6. **Certification.**

The Superintendent shall possess and maintain a valid certificate to act as a Superintendent of Schools in the State of New York during the term of her employment with the District.

7. **Compensation.**

(a) The Superintendent's annual base salary for the period from July 1, 2014 through June 30, 2015, shall be One Hundred Forty Thousand Dollars (\$140,000) per year.

(b) Any increase in the Superintendent's base salary beyond the 2014-15 school year shall be determined by the Board of Education, shall not be less than the base salary for the previous school year, and shall be in the form of an amendment to this Agreement; and it shall not be considered that the Board and the Superintendent have entered into a new agreement, unless expressly stated in writing signed by both parties hereto.

8. **Tax Sheltered Annuity.**

During each year of this Agreement, and any extended term hereof, the Board will deduct such sum as the Superintendent shall direct in writing from the Superintendent's salary, as established in paragraph 7 of this Agreement, and apply the same to the purchase of IRS § 403-b program of the Superintendent's choosing.

9. **Performance Evaluation.**

(a) For each year of the Superintendent's employment by the District, the Board shall devote at least a portion of one meeting, by no later than April 30th of each year, to a formal evaluation in executive session of her performance, her working relationship with the Board, and the progress on the goals established in accordance with Section 9.(d) below. The evaluation shall be based upon performance criteria mutually agreed upon by the parties. A draft of the evaluation shall be given to the Superintendent at least ten (10) days prior to the meeting where the evaluation will be discussed. Following the meeting, the Board shall reduce the formal evaluation to writing on a form mutually agreed upon by the parties. The Superintendent shall be provided with a copy of the written evaluation, signed by all members of the Board, within two (2) weeks of the completion of the evaluation. The finalized evaluation shall be filed by the District Clerk in the Superintendent's personnel file.

(b) The performance evaluation prepared pursuant to paragraph "10(a)" shall be confidential, and shall be kept so by the Board and individual Board members.

(c) The Board shall also devote at least a portion of one meeting during the month of November in each year of the Agreement to a general discussion in executive session between the Board and the Superintendent with respect to her performance and her working relationship

with the Board. A written memorandum summarizing that discussion shall be provided to the Board by the Superintendent subsequent to such discussion.

(d) In July and/or August of each year of this agreement, the Board and the Superintendent shall cooperatively develop a list of District goals for the ensuing school year. Such listing shall be completed by no later than the end of September of each year. A written memorandum summarizing the goal statements agreed upon shall be provided to the Board by the Superintendent subsequent to such discussion.

10. **Vacation Leave.**

(a) The Superintendent shall be credited, effective July 1, with twenty (20) days of vacation leave, exclusive of paid holidays, for each school year of this Agreement. In the event the Superintendent does not work the full school year, the twenty (20) days shall be pro-rated in accordance with the actual time worked.

(b) In the event that the Superintendent resigns or retires with accrued but unused vacation days, she shall be paid at the rate of 1/240<sup>th</sup> of her current annual salary for each day of unused vacation leave, not to exceed twenty (20) days.

(c) The vacation entitlement will preferably be taken during the periods when school is not in session. The Superintendent shall notify the President of the Board, in advance whenever possible, of any vacation days to be utilized.

11. **Sick Leave.**

(a) Effective July 1, 2014, the Superintendent shall be credited with twenty days of sick leave; beginning July 1, 2015, and each July 1 thereafter, the Superintendent will be credited with an additional twelve (12) days of sick leave for each school year of this Agreement.

(b) The Superintendent shall be entitled to accumulate unused sick leave during the period of her employment with the District. Such accumulated sick leave shall be carried over and may be used during any subsequent year of employment. There is no limit to the number of sick leave days which may be accumulated.

(d) Sick leave may be used for illness or injury to the Superintendent or a member of her immediate family. Immediate family shall be defined as spouse, children, parents, grandparents or siblings.

(e) Upon retirement, as defined hereafter, the Superintendent shall be paid for any unused and accumulated sick leave days, less the number of days advanced to the Superintendent pursuant to Section 11 (a) above. She shall be paid at the rate of \$65 for each such of accumulated sick leave.

12. **Personal Leave.**

On July 1 of each year of this Agreement, the Superintendent shall be credited with three (3) days of paid leave for personal reasons which shall be deducted from the sick leave allocation for that year.

13. **Bereavement Leave.**

(a) The Superintendent shall be eligible for up to five (5) school days in the event of a death in the Superintendent's immediate family. Immediate family shall include the Superintendent's spouse, children, parents, siblings, grandparents, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law or any relative or person residing in the Superintendent's home.



(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 her accumulated sick leave or her vacation leave.

(c) The District may grant additional bereavement leave days in circumstances where it determines that such additional leave is necessary and justified.

14. **Holidays.**

The Superintendent shall be entitled to holidays, such days being specified on the annual school district calendar, and being the same days that twelve month support staff are given such holidays.

15. **Health, Dental and Vision Insurance.**

The Superintendent shall be entitled to elect individual or family coverage for the following insurances under the District's standard plan for instructional employees:

(a) The Board of Education shall pay 80% of the cost for individual or family (spouse and dependent children) coverage for those enrolled in the health insurance plan, the vision insurance plan and the dental insurance plan. The Superintendent shall be responsible for the remaining 20% of such premium. Payment of the Superintendent's share of such costs shall be made through an IRS 125 Flexible Spending Plan to the extent permitted by law.

(b) Upon retirement after at least ten (10) years of continuous service with the District, the Superintendent may elect to continue health and dental insurance coverage under the District insurance plans with the same benefits, the same District contribution and with the same class of coverage (*i.e.* individual or family) as was in effect one year prior to the date of the Superintendent's retirement. Any increase in benefits accorded active District employees after the Superintendent's retirement shall be available to the retired Superintendent, and the cost of

such improvement shall be pro-rated at the rate of contribution in effect at the time of the retirement of the Superintendent. District contributions to a retiree's health insurance premium shall terminate upon the retired Superintendent becoming eligible for Medicare.

16. **Expense Reimbursement.**

(a) The Superintendent is authorized to incur reasonable expenses, up to the approved budgeted amount, in the discharge of her duties. Such expenses would include, but not limited to, expenses for travel and lodging for attendance at professional conferences and meetings on national, state, and local levels and similar items related to her employment. The Board shall pay or reimburse the Superintendent for reasonable expenses for travel and lodging incurred in the discharge of her duties upon presentation, from time-to-time, of an itemized account of such expenditures. Overnight conferences or meetings will require prior Board approval. Where it is not feasible to review such conference or meeting with the Board of Education prior to such conference or meeting, the Superintendent will obtain the approval for such conference or meeting from the President of the Board of Education.

(b) The District will provide the Superintendent with a District owned laptop computer. The Superintendent will purchase her own cell phone and talk plan for personal and school business purposes. The Superintendent will receive a monthly stipend of \$40.00 to assist in defraying the technology costs incurred by performing and/or maintaining the readiness to perform District responsibilities. All other fees associated with the plan will be the Superintendent's responsibility.

(c) A school vehicle shall be made available for in-District travel and travel required for the Superintendent's attendance at educational meetings, workshops, conferences, etc.

outside the District. If a school vehicle is not available, the Superintendent will be reimbursed for her use of her personal vehicle at the then applicable IRS business deduction rate.

(d) The District shall pay 100% of the Superintendent's annual membership fee in one local educational organization, the New York State Council of School Superintendents and one national educational organization.

(e) With prior approval of the Board of Education, the Board will support classes and/or training directly related to her role as Superintendent of the Altmar Parish Williamstown Central School District.

(f) The District shall reimburse the Superintendent, up to a maximum of \$3,000 per school year, for any life insurance and/or disability insurance benefits selected by the Superintendent. The Superintendent shall provide a copy of the paid bill(s) to the Business Office in order to be reimbursed.

17. **Indemnification.**

(a) The Board agrees to provide legal counsel and to indemnify the Superintendent against all uninsured financial loss arising out of any claim, demand, suit or judgment against the Superintendent for any act committed while the Superintendent is acting within the scope of her employment or under the direction of the Board.

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

18. **Residency**

While not a requirement, the Board of Education urges the Superintendent to establish her permanent residence within the geographical confines of the District.

19. **Annual Medical Examination.**

The Superintendent agrees to have a comprehensive medical examination performed once annually. The Superintendent is to file a statement from the examining physician certifying to her physical competency with the Clerk of the Board. Such statement will be treated as confidential information by the Board and the cost of such annual medical examinations shall be paid by the health insurance carrier and, to the extent not covered by the District's health insurance, by the District up to a maximum of \$300.

20. **Termination.**

This Agreement may be terminated and the Superintendent may be removed during the term hereof upon the happening of any of the following events:

(a) The Superintendent shall be unable, by reason of sickness or other disability as certified by the school physician, to discharge the duties and responsibilities specified in this Agreement for a period to coincide with the exhaustion of the Superintendent's accumulative sick leave entitlement.

(b) The Superintendent is determined to be guilty of insubordination, immoral character, inefficiency, incompetency or neglect of duty sufficient to justify dismissal in accordance with the hearing procedures set forth in paragraph "21" hereof.

(c) The resignation of the Superintendent in accordance with section 3(d) of this Agreement.

21. **Hearing Procedures.**

(a) Charges against the Superintendent may only be brought by the Board and all such charges shall be in writing setting forth, in detail, the allegations. The Superintendent shall submit a written answer to such charges within twenty (20) days. If she denies the charges she

Superintendent shall be entitled to receive the salary, education, background, experience, certification and former status and acceptable to the appointed to a position in the merged district which is consistent with the Superintendent's possible, the Board shall make every reasonable effort to ensure that the Superintendent is Superintendent is appointed to the position of Superintendent of the merged district. If this is not school district, the Board agrees to make every reasonable effort to ensure that the

If the District is dissolved, annexed to, merged or consolidated with one or more

22. Survival

Education may be appealed to the Commissioner of Education or through the courts. submitted to the Board of Education for its final determination. The decision of the Board of The hearing shall be a private hearing. The hearing officer's findings of fact shall be promptly of the hearing; to receive written findings of fact and conclusions of law from the hearing officer. letters or other tangible evidence; to have all testimony given under oath; to receive a transcript expense); to present, cross-examine and subpoena witnesses; to subpoena documents, papers, hearing, including, but not limited to, the right to be represented by counsel (at her own duties during the pendency of such hearing and shall be entitled to due process protection at such

(b) The Superintendent may be suspended, with full pay, from the performance of her

Arbitration Association.

request the appointment of a labor arbitrator in accordance with the procedures of the American upon a hearing officer within ten (10) days after service of the charges, the parties shall jointly that the hearings be conducted expeditiously. In the event that the parties are unable to agree mutually agreed upon by the parties, who shall be an attorney. The parties shall jointly request shall be entitled to a fair hearing on said charges before an independent hearing officer, to be

benefits and rights provided pursuant to this Agreement for the balance of the unexpired term of this Agreement.

23. Retirement

(a) The Superintendent shall provide the President of the Board with written notice of her intent to retire no less than six (6) months prior to the start of the fiscal year in which any

benefits for which she is eligible upon retirement shall be paid.

(b) Upon retirement from the District, the Superintendent shall receive a retirement

award which shall be computed as follows: .01 times the final average salary as determined by

the TRS times the number of years in service in the Altmar Parish Williamstown Central School

District.

(c) Upon retirement, the Superintendent shall also be eligible for those benefits set

forth in Article 11, Section (e), and Article 15, Section (b).

(d) For the purposes of this Agreement, "retirement" shall be defined as the

Superintendent commencing to receive a retirement allowance from the New York State

Teachers' Retirement (TRS) System and whose last place of employment prior to commencing to

receive a retirement allowance from the TRS is the Altmar Parish Williamstown Central School

District.

24. Written Agreement.

This Agreement shall continue in full force and effect for the term expressed herein

unless otherwise terminated modified or extended in accordance with the provisions of

Paragraph "3" hereof or by an agreement in writing between the parties.

The invalidity or unenforceability of any provision hereof shall in no way affect the

25. Severability.

validity or enforceability of any other provision.

26. Miscellaneous

(a) This Agreement shall be construed and enforced in accordance with the laws of

the State of New York.

(b) The failure of either party to require the performance by the other of any of the

terms, provisions or agreements herein shall in no way affect the right thereafter to enforce such

provision, term or agreement and shall not constitute the waiver of either party to enforce the

terms written herein.

(c) The original of this Agreement shall be filed with the Clerk of the Board of

Education.

(d) This Agreement constitutes the entire contract between the parties and contains all

the agreement between them with respect to the subject matter hereof. This Agreement shall

supercede all prior agreements, whether written or oral, and/or resolutions in regard to the

employment of the Superintendent.

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

**BOARD OF EDUCATION OF THE ALTMAR  
PARISH WILLIAMSTOWN CENTRAL  
SCHOOL DISTRICT**

By: Michael G. Hale Jr.  
Michael Hale, President of the Board

By: Arita Murphy, Superintendent of Schools  
*Arita Murphy*



**ACKNOWLEDGMENTS**

STATE OF NEW YORK )  
( ) ss.: COUNTY OF OSWEGO

On this 22 day of May, 2014, before me came Michael Hale, to me known who, being by me duly sworn, did depose and say that he resides in Williamstown, New York; that he is the President of the Board of Education of the Altmar Parish Williamstown Central School District described in, and which 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 heis name thereto by like order.

ROSALIE B. PLATT  
Notary Public, State of New York  
Qual. in Oswego Co. No. 01PL5020130  
Commission Expires Nov. 8, 2017

Rosalie B. Platt  
Notary Public

STATE OF NEW YORK )  
( ) ss.: COUNTY OF OSWEGO

On this 19 day of May, 2014, before me came Anita Murphy, known to me to be the person described in, and who executed the foregoing Agreement, and duly acknowledged to me that she executed the same.

ROSALIE B. PLATT  
Notary Public, State of New York  
Qual. in Oswego Co. No. 01PL5020130  
Commission Expires Nov. 8, 2017

Rosalie B. Platt  
Notary Public

**CLERK'S CERTIFICATION**

This is to certify that this Agreement was approved and the execution hereof on behalf of the Board of Education was authorized by vote of the Board of Education of the Altmar Parish Williamstown Central School District at a public meeting duly held on May 22, 2014, and has been made a part of the minutes of that meeting.

[Signature]  
School District Clerk