I. EMPLOYMENT AGREEMENT

THIS AGREEMENT, made this 22nd day of November, 2021 by and between the **BOARD OF EDUCATION OF THE HASTINGS-ON-HUDSON UNION FREE SCHOOL DISTRICT**, having its office at 27 Farragut Avenue, Hastings-on-Hudson, New York 10706, hereinafter referred to as the "Board" and Dr. William McKersie, residing at

hereinafter referred to as "Dr. McKersie."

II. W I T N E S S E T H:

WHEREAS, the Board of Education seeks to employ Dr. McKersie as Superintendent of Schools for its School District and Dr. McKersie seeks to serve as Superintendent of Schools; and

WHEREAS, the Board of Education and Dr. McKersie seek to provide for the terms of said relationship in the form of this employment agreement entered into pursuant to the Education Law, as approved by the Board;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

1. The Board hereby agrees to employ Dr. McKersie and Dr. McKersie hereby agrees to work for the Board as Superintendent of Schools for a term commencing on the 1st day of January, 2022, and ending on the 30th day of June, 2026. This Agreement and the corresponding term appointment are subject to and contingent upon Dr. McKersie successfully completing all State Education Department fingerprinting and requirements.

2. (a) Dr. McKersie, as Superintendent of Schools, shall be the chief administrative officer of the District and shall have the power and obligation to perform all those duties and to accept all those responsibilities, under the direction of the Board, as are:

(i) set forth in Section 1711 of the Education Law of the State of New York including any amendments thereof or successor statutes thereto;

(ii) specified in the Policy Manual of the Board;

(iii) normally associated with the position of Superintendent of Schools, including, but not limited to, budget formulation and administration, pupil course of study and curriculum, public relations, personnel management and labor relations;

(iv) 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.

(b) The Board may, from time to time, prescribe additional duties and responsibilities consistent with the position of Superintendent of Schools.

(c) 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. Consistent with and pursuant to Education Law §211-B(5)(a) Dr. McKersie shall fully cooperate with any distinguished educators appointed by the Commissioner of Education.

(d) Dr. McKersie shall devote his full time skill, labor and attention to the discharge of his duties as Superintendent of Schools during the term of this Agreement. However, he may make application to the Board to undertake consultative work, speaking engagements, lecturing or other professional activities, with or without remuneration, so long as such activities do not interfere with the full and faithful discharge of his duties and responsibilities. Any such work shall be subject to advance approval by the Board.

3. (a) Dr. McKersie will be paid for his services a salary of Two Hundred Eighty-Five Thousand ($285,000.00) Dollars for the first year of this Agreement. For the second school year of Dr. McKersie's employment with the District (July 1, 2022) and each year thereafter, he will be paid a salary to be determined by the Board as a result of a qualitative evaluation of his performance. In no event shall the salary be less than the salary paid to him in the previous year.

On or about June 15 of each year of this Agreement, the Board shall meet to discuss and determine what, if any, salary increase shall be made for the following year. The decision of the Board shall be communicated to Dr. McKersie on or before July 1 of each year of this Agreement.

(b) Dr. McKersie's salary shall be paid in accordance with customary payroll procedures.

(c) It is understood and agreed that Dr. McKersie may shelter additional amounts from his base salary into a tax sheltered annuity of his choice within the limits permitted by the Internal Revenue Code at no additional cost to the Board.

4. Dr. McKersie shall possess a valid certificate to act as a Superintendent of Schools in the State of New York during the term of his employment with the District and a copy

of such certification shall be filed by Dr. McKersie with the Clerk of the Board prior to the first day of his employment. Dr. McKersie shall immediately notify the Board in writing of any change in the status of his certification. Failure to maintain such certification shall be grounds for immediate termination of this Agreement and the corresponding term appointment.

5. (a) Dr. McKersie shall, commencing June 15, 2022 and every June 15th thereafter during the Term, submit for the Board's consideration and adoption a list of priorities for the District in collaboration with the Board. No later than 45 days following the submission in each year, the final priorities as approved by the Board shall be reduced to writing and shall be the primary criteria on which Dr. McKersie's performance will be reviewed and evaluated (the "Agreed Upon Performance Priorities") in each contract year.

(b) The Parties agree that nothing in the Agreed Upon Performance Priorities shall conflict with regulations issued by the State Education Department ("SED") pursuant to the authority granted to it by sections of the New York State Education Law. Should any provision of the Agreed Upon Performance Priorities conflict with any regulation issued by SED, the regulation shall control.

(c) The Board shall evaluate and assess the performance of Dr. McKersie in his capacity as Superintendent. Dr. McKersie shall be responsible for notifying the Board in writing of the need to perform the evaluations in sufficient time to permit the Board to assemble itself in order to properly carry out that responsibility. The evaluation format and procedure shall be mutually agreed and in accordance with the Board's policies and state and federal law. The evaluation process shall be confidential, and Dr. McKersie and Board members and staff will maintain confidentiality, to the extent permitted by law.

(d) Beginning in 2022, the Board shall evaluate and assess the performance of Dr. McKersie at Board meetings at the mid-year and the end-of-the-year point in time. The dates for these meetings shall be scheduled at the mutual convenience of the Board and Dr. McKersie. The Superintendent and the Board President shall be responsible for scheduling the meetings. In a retreat to be scheduled in May of each year, the Board shall evaluate and assess the performance of Dr. McKersie, determine whether Dr. McKersie met the Agreed Upon Performance Priorities for such contract year, and reduce that evaluation and assessment to writing, not later than June 30th of each year under this Contract.

6. (a) Dr. McKersie shall be entitled to twenty-two (22) days of vacation with pay for each year served hereunder credited each July 1. The time of such vacation shall be subject to the approval of the Board of Education President or Vice-President. The said twenty-two (22) days shall be exclusive of Saturdays, Sundays and civil service holidays observed by the schools of the District. Should Dr. McKersie leave the employ of the District during the school year the number of vacations days permitted for that year will be pro-rated with any days already used in excess of the prorated amount to be returned as a deduction from Dr. McKersie's salary. Dr. McKersie agrees to inform the District's business official of when he takes vacation leave days for accounting purposes only.

(b) Dr. McKersie may carry over no more than ten (10) vacation days from a previous year of service with the District. At no time may the total of accrued unused vacation including accruals credited at the commencement of each contract year, exceed thirty-two (32) days. Any accrued, unused vacation days may be cashed out upon his resignation or retirement from the District.

7. Dr. McKersie shall, in addition to vacation, be entitled to five (5) days of personal leave in each year of this Agreement to attend to business of a personal nature which cannot be attended to outside of the regular workday. Dr. McKersie shall also be entitled to five (5) days of bereavement leave in the case of death in the immediate family. Dr. McKersie agrees to inform the District's business official of when he takes personal leave and bereavement leave days for accounting purposes only.

8. (a) Dr. McKersie shall annually accrue fifteen (15) sick leave days which may be used in the case of personal illness which prohibits his attending to his duties as Superintendent of Schools. Any unused sick leave day can be carried over to the next school year and shall accumulate for Dr. McKersie's use. Under no circumstances will unused sick leave be compensated for. Dr. McKersie agrees to inform the District's business official of when he takes sick leave days for accounting purposes only. The Board reserves the right to request of Dr. McKersie that he provide written verification from a physician of the nature of the absence which requires the use of sick leave and the projected date of return to duty in the case of long-term illness and may, in such case, require Dr. McKersie to attend a medical examination by a physician chosen by the Board.

(b) In addition to the sick leave made available to Dr. McKersie in the case of illness as provided in subparagraph (8)(a) above, he shall be eligible for an additional bank of forty (45) sick days in his first year of employment with the District in the case of long term illness which renders him disabled. Such additional days shall only be available upon: 1) the exhaustion of the days set forth in subparagraph (8)(a) above; and 2) the presentation of written satisfactory evidence directed to the Board of Education from Dr. McKersie's physician confirming that he is unable to perform the duties of his position as Superintendent of Schools as

the result of such an illness/disability. This bank of days shall be reduced to twenty-five (25) days in the second year of employment and to ten (10) days in the third year of employment. It is not anticipated that this bank of days will be extended into a fourth year of employment, should Dr. McKersie continue in the employ of the District.

(c) Dr. McKersie may use his sick days accrued annually for family illness.

9. Dr. McKersie shall so advise the President of the Board of Education in advance in the event that the business of the District requires him to be out of District on a work day.

10. The District shall contribute to the monthly premiums for a life insurance policy Dr. McKersie holds through his previous employment for the term of this contract in the amount of Six Hundred and Fifty-Four Dollars ($654.00) per month.

11. The District shall reimburse Dr. McKersie for the annual premium related to a disability insurance policy which provides protection for no more than two-thirds (2/3) of his annual salary, not to exceed $2,500 annually.

12. (a) The Board will provide Dr. McKersie with family or individual health insurance, as eligible, with the District to pay eighty-three and one half (83.5%) percent of the appropriate premium and Dr. McKersie to pay the remaining portion of the appropriate premium through payroll deduction. The plan shall be the group policy offered to employees of the District.

(b) The Board will provide Dr. McKersie with dental and optical coverage through the group policies of the District at no additional cost to him.

(c) Should Dr. McKersie be covered under another health insurance plan, he may opt to waiver coverage under the District's insurance policy for a full year by completing the form furnished by the District. In order to be eligible for this option, Dr. McKersie must

certify that he has health insurance through another source other than the District. The District will pay Dr. McKersie an amount equal to fifty (50%) percent of the net savings on premiums that would be expended on his behalf, taking into account his share of the premium and any retirement and/or social security that must be paid on this amount by the District, should such be necessary he may reduce coverage (i.e., family to individual) and receive fifty (50%) percent of the net savings. He must elect to waive or reduce coverage by October 15 with the provision of this paragraph taking effect on January 1. Payment to Dr. McKersie shall be made in two (2) halves, with the first half being made curing the first payroll period in October. Reinstatement of full coverage may be made by notifying the District, in writing, no later than October 15 of the succeeding year. Reinstatement will take place on January 1. In the event of an emergency causing the loss of insurance through another source, the previously stated notification deadlines may be waived to the extent there is no conflict with the requirements of the District's insurance carrier. If reinstatement occurs during such an emergency, as permitted by the District's carrier, Dr. McKersie will repay, pro rata, any amount already forwarded to him.

13. (a) The Board will, subject to its advanced approval, reimburse Dr. McKersie for the cost of attendance professional conferences and reasonable expenses related thereto attended by him, not to exceed the amount budgeted therefore. The Board will pay for his annual membership in the following professional organizations: NYCOSS, Lower Hudson Council, AASA, ASCD.

(b) The Board will provide Dr. McKersie with a cellular phone and service related thereto. It is understood and agreed that Dr. McKersie may use said cellular phone for personal use so long as such usage does not exceed the maximum included minutes permitted under the District's plan and that such use is consistent with any applicable Board Policy. The

Board shall provide a laptop computer for Dr. McKersie' use with the understanding that such use shall be consistent with Board Policy and the District's Acceptable Use Policy. Any and all property provided for Dr. McKersie's use, including but not limited to a cell phone and/or laptop computer, shall be on a loan basis and shall remain the property of the District. Dr. McKersie shall return all such property upon the end of his working relationship with the District unless authorized by an act of the Board to purchase any such equipment at a fair market value at which point, prior to Dr. McKersie taking personal possession of any such equipment, all software licensed to the District together with District data shall be removed from such equipment. Upon receipt of any such piece of equipment Dr. McKersie shall issue a memo to the Board of Education acknowledging receipt of same.

(c) Dr. McKersie will be reimbursed for reasonable expenses incurred for the reasonable cost of business meals and meals associated with attendance at approved conferences in the performance of his duties as Superintendent of Schools, upon presentation of appropriate receipts.

14. (a) Throughout the term of this Agreement, Dr. McKersie shall be subject to discharge only for good cause. Any charges against him shall be presented to him in writing. He shall be entitled to a notice of hearing and a hearing before an independent hearing officer, mutually selected by the parties. The hearing officer shall be an independent attorney who has not previously been employed by the District or had an attorney-client relationship with the District and who has experience in labor, education and contract law. If the parties cannot mutually agree on a hearing officer after a good faith effort to do so, the Board shall select a hearing officer subject to the qualifications set forth herein.. The hearing officer shall render findings of fact and make recommendations. The Board shall give serious consideration to the

findings and recommendations by the hearing officer and if the Board rejects the findings and recommendations, such rejection must be based upon the record developed by the parties at the hearing. If Dr. McKersie chooses to be accompanied by legal counsel at such hearing, he will assume the cost of such legal services.

(b) If Dr. McKersie is unable to render the services required of him hereunder by reason of sickness or other disability for a period of six (6) months, at the sole option of the Board and upon written notice to Dr. McKersie, the Board may terminate this Agreement without further obligation to him.

15. Dr. McKersie shall also be entitled to all protections of all New York State Statutes providing indemnification and legal defense to the officers and employees of the School District, including but not limited to the provisions of Public Officers Law Section 18.

16. The parties agree that, commencing with the 2022-2023 school year, Board of Education and Dr. McKersie shall have an annual discussion, no later than March 1st of each year, to discuss whether to extend the term of this Agreement. To schedule such a meeting, Dr. McKersie shall provide the Board of Education with a written notice regarding the terms of this clause during the month of January, 2023 and each January thereafter. Any extension of this Agreement shall be subject to a written agreement, approved by the Board of Education.

17. No later than the end of the sixth (6th) month of the last year of the Agreement, the Board will inform Dr. McKersie in writing whether or not it desires to negotiate a successor agreement to this Agreement. In order for the requirements of this clause to be effective, Dr. McKersie shall provide the Board with a written reminder of this obligation at least thirty (30) calendar days prior thereto.

18. Should Dr. McKersie wish to leave the employ of the District prior to the end of the contract term herein, he shall provide the Board with six (6) months written notice of same.

19. The Board shall promptly and discreetly refer to Dr. McKersie, for his study and recommendation, any and all substantial criticisms and/or complaints regarding the administration of the District or the performance of his duties. Dr. McKersie shall promptly and discreetly respond to the Board in writing regarding such criticism and/or complaints.

20. If any provision of this Agreement is determined to be contrary to law, it is understood and agreed that such provision shall be deemed deleted and the balance of this Agreement without such deleted provision, if otherwise lawful, shall remain in full force and effect. Effective January 1, 2022, all prior agreements between the parties shall be considered terminated. Any amendment of this Agreement shall be in writing and executed by both parties. The law of the State of New York shall govern this Agreement.

IN WITNESS WHEREOF, the Board has caused this Agreement to be signed by its President and has caused its seal to be hereunto affixed and Dr. McKersie has hereunto set his hand and seal, all on the day and year first above-written.

BOARD OF EDUCATION OF THE
Hastings-on-Hudson U.F.S.D.

By:_____
Douglas Sundheim, President

(SEAL)

ATTEST:

_____

Witness_____

_____
Dr. William McKersie