

TERMS AND CONDITIONS AGREEMENT  
BETWEEN  
THE RED HOOK CENTRAL SCHOOL DISTRICT  
AND  
BRUCE T. MARTIN

THIS AGREEMENT is made the 23rd day of June 2021 by and between the Board of Education of the Red Hook Central School District, hereinafter referred to as the "District" and Bruce T. Martin, hereinafter referred to as "Assistant Superintendent for Business".

WHEREAS, the Board of Education of the Red Hook Central School District did, by resolution duly adopted on the 13<sup>th</sup> day of February, 1997, appoint Bruce T. Martin as Business Administrator of said District, and

WHEREAS, the Board of Education of the Red Hook Central School District did, by resolution duly adopted on the 23<sup>rd</sup> day of November, 1999, grant tenure to Bruce T. Martin in the position of Business Administrator, and

WHEREAS, the Board of Education of the Red Hook Central School District did, by resolution adopted on March 6, 2019, modify the title of the position from Business Administrator to Assistant Superintendent for Business, and

WHEREAS, the parties are desirous of entering into an Agreement that will set forth the terms and conditions of employment for the Assistant Superintendent for Business and this Agreement shall supersede and replace any prior agreements between the parties.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration and pursuant to the aforesaid resolutions, the parties hereto agree as follows:

1. Agreement Term: The District shall employ Bruce T. Martin as Assistant Superintendent for Business for the Red Hook Central School District. The term of this agreement shall be three (3) years commencing on the 1<sup>st</sup> day of July, 2021, and continuing to and including the 30th day of June, 2024. The provisions of this Agreement are supplemental to and in addition to all rights that the Assistant Superintendent for Business may have as a tenured employee of the School District. The Assistant Superintendent for Business expressly understands that he is employed subject to the New York State Education Law, that his continued employment (except as otherwise expressly set forth herein) is subject to NYS Education Law, its rules and regulations, and that this Agreement is in no way a contract or guarantee of employment, but merely an agreement setting forth the terms and conditions of employment.

2. Position Abolition: Neither the position nor title of Assistant Superintendent for Business may be abolished or changed during the term of this Agreement except as agreed by both parties to this Agreement.

3. Duties/Certification: The Assistant Superintendent for Business accepts such employment and agrees to furnish throughout the duration of employment a valid and appropriate certification to act as Assistant Superintendent for Business in the State of New York and that the Assistant Superintendent for Business hereby agrees to devote full time, skill, labor and attention to said employment during the term of this contract, provided, however, that the Assistant Superintendent for Business by agreement with the Board of Education may undertake consultation work, speaking engagements, writing, teaching, lecturing or other professional duties and obligations

without reduction in compensation. The parties hereto agree that the duties of the Assistant Superintendent for Business shall be those now or hereafter prescribed by the Board of Education of said District, by the Superintendent of Schools of said District, and by the Education Law of the State of New York.

4. Performance Evaluation: The Superintendent of Schools shall annually evaluate the performance of the Assistant Superintendent for Business and shall report the results of such evaluation to the Assistant Superintendent for Business and to the Board of Education.
5. Salary: The District shall pay said Assistant Superintendent for Business as annual compensation for such service the annual sum of \$185,089 effective July 1, 2018. This annual salary shall be increased by 3.9% in each of the next two years for 2019-2020 and 2020-2021. In each of the ensuing three years the annual salary shall be increased by 3.9% for the 2021-2022, 2022-2023, and 2023-2024 years. The Assistant Superintendent for Business salary for any subsequent year of his employment shall be no less than his annual salary for the prior year. Such salary, less deductions required by Law or authorized by said Business Administrator shall be paid in twenty-six (26) equal bi-weekly installments each year.
6. Benefits: The Assistant Superintendent for Business shall be entitled to benefits as set forth herein:
  - a. The Assistant Superintendent for Business shall be entitled to 25 days of vacation per year, credited on July 1, of each school year; however, should the Assistant Superintendent for Business employment end before June 30 of any school year, such time shall be pro-rated for purposes of payment. The Assistant Superintendent for Business shall schedule the use of such days in consultation with the Superintendent of Schools. The Assistant Superintendent for Business shall be entitled to carry over unused vacation days up to a maximum often (10) days. Any unused days may be "cashed in"



at the end of any school year, at a rate of 1/240<sup>th</sup> of his annual salary. The number of days for which payment may be received is unlimited; but the maximum number of days that may be carried over to the next fiscal year shall be 10 days, with a maximum accumulation of 35 days.

b. The Assistant Superintendent for Business shall be entitled to the following paid holidays:

1. Independence Day
2. Labor Day
3. Columbus Day
4. Veteran' s Day
5. The day prior to Thanksgiving, if school is closed.
6. Thanksgiving plus the day after
7. Christmas Eve
8. Christmas Day
9. New Year' s Day
10. Martin Luther King Day
11. President's Day, if school is not in session.
12. Good Friday
13. Memorial Day, Plus the Friday before if school is closed.
14. Rosh Hashanah or Yom Kippur depending upon which day school is not in session.

c. The Assistant Superintendent for Business shall accrue sick leave at the rate of 1 and 1/2 days per month to a maximum of 18 days per year. Unused sick days shall carry over to the next fiscal year. The Assistant Superintendent for Business shall be entitled to participate in the Sick Leave Bank established for the Administrator' s Association Members and the Central Office Staff. The Assistant

Superintendent for Business, upon retirement from the District under the rules of the New York State Teachers' Retirement System, shall be paid back for unused sick time at 1/240<sup>th</sup> of his final year's salary, as noted below:

1. The Assistant Superintendent for Business must have accumulated at least 60 days of accrued sick leave.
  2. The cap for such payment shall be \$15,000.
  3. The Assistant Superintendent for Business must provide irrevocable notice of retirement. Payment for unused sick days shall be made within 60 days of the effective date of the retirement.
- d. The Assistant Superintendent for Business may be granted paid leave for personal business, family illness, bereavement, military service or to attend professional conferences at the discretion of the Superintendent of Schools. When any such leave extends for more than five (5) days, the Superintendent shall so inform the Board at its next regular meeting. Personal business days shall be capped at five (5) days annually. Additional personal business days beyond the five-day cap may be approved by the Superintendent. The Assistant Superintendent for Business has the obligation to notify the Superintendent in advance of the use of all leaves, with a view to minimizing any impact on the District.
- e. The District will contribute on behalf of the Assistant Superintendent for Business to the cost of the Dutchess Educational Health Insurance Consortium (DEHIC) Blue Cross/Blue Shield Alternate PPO Plan (effective January 1, 2019 this will be the DEHIC Health Advantage Plan), or whichever health insurance plan is then made generally available to employees of the District, the contribution of 84% for individual or dependent premium coverage with the Assistant Superintendent for Business contributing the remaining percentage. The Assistant Superintendent for Business may also elect the DEHIC EPO 20 Select Plan in which case the District

will contribute on behalf of the Assistant Superintendent for Business at a rate of 89% for Employee/Dependent Coverage with the Assistant Superintendent for Business contributing the remaining percentage.

The Assistant Superintendent for Business shall also be entitled to select from District offered HMO products and to select the cash buy-out option in the same manner and under the same rules as other certified employees of the District.

f. The District shall pay the entire premium cost (100%) for \$100,000 of term life insurance to be renewed annually. A copy of the policy or a statement to that effect will be provided to the Assistant Superintendent for Business by the District.

g. Retiree Health Insurance: If the Assistant Superintendent for Business remains in the continuous employment of the District from the date of this Agreement until such time as he becomes eligible for retirement and retires from the District under the rules of the New York State Teachers' Retirement System, the Assistant Superintendent for Business shall be eligible for retiree health insurance in retirement with the District contributions as follows:

Individual Coverage: Percentage rate contributed at time of retirement.

Dependent Coverage: 70% of the entire premium

The Assistant Superintendent for Business shall be afforded the ability to participate in the health base insurance plan in existence from the School District generally available for certified employees, as such plans may change from time to time during the Assistant Superintendent for Business retirement. In the event the Assistant Superintendent for Business wishes to participate in another plan offered by the District which is less expensive than the base plan, the Assistant



Superintendent for Business and District may mutually agree to modify the above contribution percentages.

h. TSA's: The Assistant Superintendent for Business shall be entitled to participate in any tax-sheltered annuity or deferred income arrangement which is available to employees of the District so long as eligible under any laws and regulations applicable to such tax-sheltered annuity or deferred income arrangement.

7. Indemnification: The District agrees to hold harmless, defend, and indemnify the Assistant Superintendent for Business to the same extent and to the same amount as it does for other employees of the District and members of the Board of Education for any legal actions brought against the Assistant Superintendent for Business in the lawful performance of his duties as Assistant Superintendent for Business as required by law.

8. Renewal Notice: On or before January 1, 2024, either the District or Assistant Superintendent for Business may commence discussions on a successor agreement of terms and conditions, to be effective July 1, 2024. No changes to this agreement shall be effective unless both parties agree, in the failure to agree on changes shall result in a continuation of the terms and conditions set forth in this agreement.

9. Termination:

a. This Agreement may be terminated at any time, without cause, by mutual agreement, in writing, between the Assistant Superintendent for Business and the Board of Education.

b. In the event that the Assistant Superintendent for Business should desire to terminate this Agreement for the purpose of resignation from the employment of the Red Hook Central School District, he shall provide notification of his resignation to the District no less than ninety (90) days prior to the effective date of such resignation.

C. The Board may terminate the employment of the Business Administrator and this agreement pursuant to the procedures of Education Law 3020-a and any other applicable provisions.

10. Miscellaneous:

a. The invalidity or unenforceability of any provisions hereof shall in no way affect the validity or enforceability of any other provisions.

b. In the event that it becomes necessary for the parties to make an interpretation on an issue that is not specifically addressed within this agreement, the parties shall meet to discuss such interpretation in an effort to reach agreement with regard to said issue.

c. This contract shall be interpreted in accordance with the provisions of the laws of the State of New York.

d. This Agreement shall continue in full force and effect for the term stated herein unless otherwise terminated, modified or extended in accordance with the provisions hereof and shall constitute the full Agreement between the parties and said Agreement may not be modified or amended except by written instrument signed by both of the parties hereto.

e. The failure of either party at any time to require the performance by the other of any terms, provisions, or agreements hereof shall in no way affect the right thereafter to enforce same and shall not constitute the waiver of either party hereto



of any breach of the terms, provisions, or agreements or be construed as a waiver of any succeeding breach.

f. The original of this Agreement shall be filed with the Clerk of the Board of Education.

11. Board Approval: This Agreement is subject to approval by the Board of Education.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

**For the District:**



\_\_\_\_\_  
President of the Board of Education



\_\_\_\_\_  
Superintendent of Schools

**For the Assistant Superintendent for Business:**



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Bruce T. Martin