

**Contract between the Superintendent of Schools and
Barker Central School Board of Education**

**EMPLOYMENT AGREEMENT BY AND BETWEEN BARKER CENTRAL
SCHOOL DISTRICT**

AND

Jacob L. Reimer

AGREEMENT, made this 3 day of July, 2024, by and between THE BOARD OF EDUCATION OF THE BARKER CENTRAL SCHOOL DISTRICT, Niagara County, New York (hereinafter, the "Board") and Jacob L. Reimer (hereinafter, the "Superintendent").

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:

ARTICLE I

TERM OF EMPLOYMENT AND WORK YEAR

1. This Agreement shall commence on July 1, 2024 and terminate on June 30, 2027, unless further extended or sooner terminated as hereinafter provided.
2. The Superintendent's work year shall be 12 months, from July 1 to June 30.
3. Not later than June 30, 2026, the Board shall meet to consider a new term for the Agreement. If the Board agrees to a new term of the Agreement, it shall be in the form of a written Amendment to this Agreement or a successor agreement and be upon the same terms and conditions as herein set forth unless otherwise agreed to 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 a writing signed by both parties hereto; and be effective through by a motion which shall be moved, seconded and voted upon by the Board. Failure to take action by the Board will not result in an extension of this Agreement.

ARTICLE II

DUTIES AND RESPONSIBILITIES OF SUPERINTENDENT AND BOARD

1. The Superintendent shall have charge of the schools of the District under the direction of the Board; Jacob L. Reimer shall be the Chief Administrative Officer of the District and shall perform all the duties and possess all the powers and authority now or hereafter imposed upon or granted to a Superintendent of Schools under the provisions of the Education Law or other applicable statutes, laws, rules and/or regulations and those duties and/or responsibilities established by the Board pursuant to such statutes, laws, rules and regulations.
2. Without limiting the foregoing, the Superintendent shall have the specific and exclusive authority, right and responsibility to:
 - a. 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;
 - b. make recommendations to the Board of Education as a prerequisite to either the appointment or the termination of employment of both instructional and non-instructional personnel;
 - c. supervise, direct and evaluate associate, assistant and other Superintendents, directors, supervisors, principals, teacher, and all other persons employed in either the business management or the instructional activities of the District;
 - d. with respect to their relationships 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 applicable rules and regulations of the Board of Regents and the Commissioner of Education of the State of New York.
3. The Superintendent's duties are set forth on the job description annexed as Addendum "A". The Board may, from time to time, prescribe additional or different duties and responsibilities for the Superintendent, provided, however that the Board shall not, without the Superintendent's written consent, adopt a policy, by-law or regulation which impairs or reduces the duties and authority specified above; and, provided further, that all additional duties and responsibilities prescribed by the Board are consistent with those normally associated with the position of Superintendent of Schools in the State of New York. This provision shall continue in full force and effect during any period of suspension.
4. During the term of this Agreement, the Superintendent shall devote his full time, skills, labor and attention to the performance and discharge of his duties and responsibilities; provided, however, that the Superintendent may undertake consultation work, speaking engagements, writing, lecturing or other professional duties, obligations and activities, with or without remuneration, with the consent of the Board and long as such activities do not materially affect the performance and/or discharge of the Superintendent's duties and/or responsibilities

under this Agreement. The board president must be advised in writing in advance of such outside work.

5. The Superintendent represents that he will, throughout the term of this Agreement, hold a valid certificate to act as a Superintendent of Schools in the State of New York and that proof of such certification will be furnished 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. 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 his performance or salary.

7. The Board, individually and collectively, shall promptly and discretely refer to the Superintendent, in writing, for his study and recommendation, criticisms, complaints, suggestions, communications or comments regarding the administration of the District or the Superintendent's performance of his duties.

8. 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.

ARTICLE III

COMPENSATION

1. For the period starting July 1, 2024 through June 30, 2027, the Superintendent shall be paid the sum of One Hundred Sixty Eight Thousand Dollars (\$168,000).

2. The Superintendent's base salary for each subsequent twelve (12) month period of employment after July 1, 2025 shall be determined by the Board no later than the 30th day of June in each year based on the Board's evaluation of the Superintendent's performance and the economics of the District. The parties agree the Superintendent's base salary shall not be reduced from one year to the next without a written agreement signed by both parties to do so.

3. All compensation, less deductions required by law or authorized by the Superintendent, shall be paid in equal installments in the same manner as salary is paid to other certified employees of the District or as may be mutually agreed to by the parties.

ARTICLE IV

ANNUAL GOALS, OBJECTIVES AND EVALUATIONS

1. The Board and Superintendent agree to use the SuperEval software platform to manage the superintendent evaluation process. The Board shall devote at least a portion of one meeting during the month of May or June in each year of the Superintendent's employment by

the District to a review in executive session of its evaluation of his performance and his working relationship with the Board.

ARTICLE V

BENEFITS

A. Sick Leave:

1. On July 1 of each school year during the term of this Agreement, the Superintendent shall be credited with 14 days of paid sick leave. Sick leave may be used for illness or injury to the Superintendent or a member of his immediate family. "Immediate family" shall be defined as spouse, children, parents, grandparents or siblings.
2. If the Superintendent uses sick days on four or more consecutive workdays, the Board may request medical documentation for the use of such days.
3. Unused sick leave days may be accumulated by the Superintendent from year to year, if unused to a maximum of 240 days.
4. In no event shall the Superintendent be entitled to be compensated for unused sick leave at the time of his termination of employment with the District.

B. Bereavement Leave:

1. The Superintendent shall be entitled to take up to five (5) days leave, upon written notice to the President of the Board of Education, for each instance of a death in his family consisting of his spouse, children, parents, parents-in-law, siblings, siblings-in-law, grandparents, and grandparents-in-law. Up to Three (3) days of leave shall be allowed for each instance of a death of nieces, nephews, uncles, and aunts of the Superintendent only.
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 or vacation leave. Unused bereavement leave days shall not be credited toward the Superintendent's accumulated sick leave days.
3. The District may grant additional bereavement leave days in circumstances where it determines that such additional leave is necessary and justified.

C. Vacation Leave:

1. On July 1 each year, the Superintendent shall be credited with eighteen (18) days of vacation, exclusive of holidays. Unused vacation leave may be accumulated up to a maximum of thirty five (35) days. Accumulated vacation leave may be used during any subsequent year of employment, but not to exceed twenty five (25) days in any school year.

2. The Superintendent will not take in excess of ten (10) consecutive days of said time, without prior written approval by the Board President. The Superintendent also agrees to provide written notice to the Board President prior to his using a vacation day or days.
3. In the event the Superintendent has unused accumulated vacation leave at the time his employment with the District terminates, he shall be paid at his per diem rate for each such unused accumulated day.

F. Conferences and Other Expenses:

1. The Superintendent shall be entitled to attend professional conferences at the local, state and national level with prior approval of the Board. The expenses of such conferences shall be paid by the District. Upon Board President or Vice President approval and in accordance with the practices of the District, the Superintendent may be authorized to incur necessary and reasonable expenses in the discharge of his duties.

F. Holidays:

1. Provided that school is not in session, the Superintendent shall be entitled to paid holiday leave on the following days (examples follow):

Independence Day (July 4 th)	Martin Luther King Day
New Year's Eve, New Year's Day	Presidents' Day
Labor Day	Good Friday
Columbus Day	Memorial Day
Veterans' Day	Juneteenth
Thanksgiving Day and the day after	
Christmas Day, Christmas Eve and the day after Christmas	

G. Insurance:

1. **Health Insurance** – The Superintendent shall be entitled to his choice of coverage under the District's health insurance plan, with prescription drug and optical coverage, for the Superintendent and his dependents. The District shall pay 80% of the cost of such coverage. The District shall reimburse the Superintendent for any deductibles and co-pays.
2. **Dental Insurance** – The Superintendent shall be entitled to coverage under the District's dental insurance plan for the Superintendent and his dependents. The District shall pay 80% of the cost of such coverage.
3. **Payment in Lieu of Health Insurance:** If the Superintendent opts out of the District's health insurance plan, he must sign a sworn statement affirming that he has health insurance from another plan (i.e. his spouse's insurance coverage), and he must present evidence to the District that he has such health insurance coverage. If the Superintendent provides a sworn statement to that effect, and produces sufficient evidence of coverage from another plan, the District will make an annual payment of \$4,000 if he has family coverage from another source or an annual payment of \$1,000 if he has single coverage from another source.

4. If the Superintendent is employed by the District for five (5) or more continuous years and retires from the District in accordance with the rules and regulations of the New York Teachers Retirement System, the District agrees to pay, and the Superintendent agrees to accept, eighty percent (80%) of the cost of the monthly premium for health insurance coverage for the Superintendent and his spouse for a period of three consecutive years immediately following the Superintendent's retirement. For each year of service beyond five (5) years, the District will extend the health insurance coverage by one year on the same terms if the Superintendent retires from the District. The Superintendent's spouse shall only be eligible for coverage so long as they remain married and shall only be eligible for single coverage should she survive him.

H. Physical Exams:

1. The Superintendent agrees to have a comprehensive medical examination performed once during each twelve-month period of his employment by a duly licensed physician of his choice and to file a statement from the examining physician certifying his physical competency to perform his duties with the District Clerk. Such statement will be treated as confidential information and shall not be discussed or released by any member of the Board of Education. Any costs for such annual medical examination not covered by the District sponsored health insurance plan or the Superintendent's insurance shall be paid by the Board.

I. Mileage Reimbursement:

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

J. Association Dues:

1. The District shall pay 100% of the Superintendent's annual membership fee for the Superintendent's membership in the New York State Council of School Superintendents (NYSCOSS) and one other appropriate educational organization of the Superintendent's choosing. The total cost of such membership fees shall not exceed \$3000 per year.

K. Other Expenses:

1. The District shall provide the Superintendent with a laptop computer for his 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.

L. Summer Hours

The Superintendent will be required to work 6.5 hours per day (32.5 hours per week), as is customary for 12 month employees, during the summer recess. However, the Superintendent will be allowed to adjust his work schedule to work only 4 days of at least

8.25 hours each week (total of 33 hours per week) without reduction in pay. If July 4th falls on a weekday, the remaining 4 days of the week must be worked under full summer hours of 6.5 hours each day unless a full vacation day is used.

ARTICLE VII

AGREEMENT TERMINATION

1. This Agreement may be terminated by mutual agreement, in writing, between the Superintendent and the Board; or by the Superintendent's written resignation on sixty (60) days' notice to the President of the Board.

2. Other than provision VIII (2), the Superintendent's employment during the term of this Agreement may only be terminated for just cause, in accordance with the procedures set forth below. Just cause may include neglect of duty, breach of contract, insubordination, immoral conduct, misconduct, or other just cause as determined by the Board of Education.

(a) Charges against the Superintendent may only be brought by the Board and all such charges shall be in writing. The Superintendent shall be entitled to a fair hearing, upon at least thirty (30) days written notice of such charges, before a hearing officer appointed by the Board. The hearing officer shall be a qualified individual experienced in labor, employment and education matters who has not previously been employed by the Board. The Board shall pay for the fees, costs and expenses of the hearing officer and any other expenses associated with the hearing. The hearing shall be conducted in private (or executive session when a majority of Board members are present) unless both parties agree to a public hearing.

(b) The Superintendent shall be entitled to due process protection at such hearing: 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. The hearing officer shall, upon the conclusion of the hearing, prepare and submit a written decision, which decision shall include findings of fact and a disposition of each charge. The hearing officer's decision shall be final and binding upon the parties, subject to their respective rights to appeal in accordance with law. The District, at its expense, shall provide a certified shorthand or court reporter who will transcribe all proceedings.

(c) If the charges against the Superintendent are not sustained at such hearing or after any appeal therefrom, the Board shall reimburse the Superintendent for his costs and reasonable attorney's fees incurred in defense of the hearing or appeal therefore.

ARTICLE VIII

DISABILITY

1. The Board reserves the right, during the Superintendent's term, in the event of his

absence, illness, injury or other disability, to appoint an Acting Superintendent of Schools who shall temporarily perform the duties of Superintendent at the pleasure of the Board. In the event of such illness, injury or disability, the Superintendent shall cause his physician(s) to make a written report to the Board of his condition, and shall, at the Board's expense, submit to an examination by the Board's physician(s) designated for that purpose, at such reasonable time or times as the Board shall request.

2. The Board may terminate this Agreement by giving thirty (30) days prior written notice to the Superintendent in the event the Superintendent becomes mentally or physically incapacitated for a period of four (4) consecutive months or for six (6) months in any 12-month period to such an extent as to prevent him from fully and properly performing all of the duties of his position (and in accordance with state and federal disability laws).

ARTICLE IX

INDEMNIFICATION

1. Subject to the requirements of the applicable provisions of the Education Law (e.g., §§ 3023, 3028 and 3811, or any successors thereto) or Public Officers Law § 18, as the case may be, 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 by reason of alleged negligence or other conduct resulting in bodily or other injury to any person or damage to the property of any person, excluding criminal conduct, committed while the Superintendent is acting within the scope of his employment or under the direction of the Board.

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

ARTICLE X

MISCELLANEOUS

1. The validity or enforceability of any particular provision of the Agreement shall not affect its other provisions and this Agreement shall be construed in all respects as if such invalid or unenforceable provision has been omitted.

2. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

3. The failure of either party at any time to require the performance by the other of any such terms, provisions or agreement 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 any of the terms, provisions or agreement or be construed as a waiver of any succeeding breach.

4. The original of this Agreement shall be filed with the Clerk of the Board of Education.
5. This Agreement constitutes the entire contract between the parties and contains all the agreements between them with respect to the subject matter hereof. This new Agreement supersedes all prior agreements and/or resolutions in regard to the employment of the Superintendent.

IN WITNESS WHEREOF, the parties have caused this Agreement to be subscribed on the day and year first above written.

[signature page follows]

Board of Education
BARKER CENTRAL SCHOOL DISTRICT

By:

Randall B. Atwater
President, Board of Education

By:

Jacob L. Reimer
Superintendent of Schools

STATE OF NEW YORK)
COUNTY OF NIAGARA) ss.:

On this 3 day of July, 2024, before me came Randall B. Atwater, to me known, who, being by me duly sworn, did depose and say that he resides in the Town of Somerset, and that he is the President of the Board of Education of the Barker 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; and it was so affixed by order of the Board of Education of said school district, and that he signed his name thereto by like order.

STATE OF NEW YORK)
COUNTY OF NIAGARA) ss.:

On this 3 day of July, 2024, before me came Jacob L. Reimer, to me known and known to me to be the individual described in, and who executed the foregoing Agreement, and acknowledged to me that he executed the same.

Notary Public

MARY H. EADIE
Notary Public - State of New York
No. 01EA6394757
Qualified in Niagara County
My Commission Expires 07/15/2027

Notary Public

MARY H. EADIE
Notary Public - State of New York
No. 01EA6394757
Qualified in Niagara County
My Commission Expires 07/15/2027

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 Barker Central School District at a public meeting duly held on July 3, 2024, and has been made a part of the minutes of that meeting.

District Clerk