

First Amendment to Superintendent's Employment Agreement

AGREEMENT, made this 10th day of October, 2023 by and between the **Board of Education of the Niskayuna Central School District** (hereinafter, the "Board" or "District") and **Carl J. Mumenthey** (hereinafter, the "Superintendent").

WHEREAS, the Board and the Superintendent are parties to an Employment Agreement for a term commencing July 1, 2022 through June 30, 2026; and

WHEREAS, said Agreement contains provisions for annual compensation, benefits and other terms and conditions of employment for the Superintendent; and

NOW, THEREFORE, the parties hereby agree to amend the Superintendent's Employment Agreement as follows:

1. First WHEREAS Paragraph on Page 1 - Delete and replace this paragraph with the following language:

WHEREAS, the Board has offered to employ the Superintendent, as Superintendent of Schools of the Niskayuna Central School District (the "District") for a term commencing July 1, 2022 through June 30, 2027.

2. Paragraph 3 "Term of Employment" – Delete the first sentence and replace with the following language:

The Superintendent's term of employment shall be for the period commencing on July 1, 2022 through June 30, 2027 unless further extended or sooner terminated as hereinafter provided.

3. Paragraph 8 "Other Benefits" – Subparagraph (F) – Amend the first sentence in the paragraph to read as follows:

The Superintendent shall work a 12 month work year, July 1st through June 30th and shall be required to work the non-holiday days of school recess periods unless vacation entitlement or "flex days" are utilized.

4. Paragraph 8 "Other Benefits" – Subparagraph (F) – Add a new second paragraph at the end as follows:

In addition to paid vacation leave, effective July 1, 2023, the Board grants the Superintendent seven days of flexible leave each school year ("flex days"). The flex days, which may be used during the academic year (September-June) only during periods of school recess, permit the Superintendent, at his discretion, to utilize the day as a non-work day, a remote-work day, or any combination of non-work and remote-work. The

Board shall have the right to call upon the Superintendent on a flex day should circumstances require. Unused flex days shall not carry over into a subsequent year, nor shall flex days have any cash value on an annual basis or upon separation of employment. Flex days shall be reported in the same manner as all other absences using the forms/methods approved by the Human Resources office.

5. Paragraph 18 "Consideration of Renewal" – Delete the first sentence and replace with the following:

On or before July 1, 2026, the Board shall consider whether to extend the Superintendent's employment commencing on July 1, 2026, or whether the Superintendent's term will expire on June 30, 2027.

6. The foregoing amendment shall become effective immediately and continue in effect thereafter through the term of the Agreement, unless subsequently modified by the parties in writing.
7. All other provisions of the Employment Agreement not specifically addressed herein shall remain in full force and effect.
8. A copy of this Amendment as executed by the parties shall be affixed to the Employment Agreement.

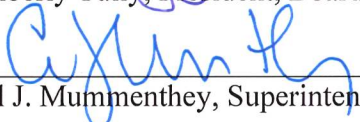
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year set forth below.

BOARD OF EDUCATION OF THE NISKAYUNA
CENTRAL SCHOOL DISTRICT



Kimberly Tully, President, Board of Education

Dated: 10/10/2023



Carl J. Mummenthey, Superintendent of Schools

Dated: 10/10/23