

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

between

**CLARENCE CENTRAL SCHOOL DISTRICT
BOARD OF EDUCATION**

and

GEOFFREY M. HICKS, Ed.D.

THIS AGREEMENT is made this 26th day of August, 2019, by and between THE BOARD OF EDUCATION OF THE CLARENCE CENTRAL SCHOOL DISTRICT (hereinafter, the "Board") and GEOFFREY HICKS (hereinafter, the "Superintendent").

WHEREAS, the Board and the Superintendent are parties to an Employment Agreement dated July 12, 2017; and

WHEREAS, the Board and the Superintendent are parties to a First Amendment to the Employment Agreement dated October 15, 2018; and

WHEREAS, the Board and the Superintendent have mutually agreed to modify certain terms of the Superintendent's Contract of Employment and First Amendment; and

NOW, THEREFORE, in consideration of the mutual promises set forth below, to be performed one for the other, the parties agree to revise Sections 3(a), 3(c), 6(a), 8(g) and 8(k), with all terms effective July 1, 2019, as follows:

3. Term of Employment.

(a) The term of the Superintendent's employment pursuant to this Agreement shall be for a period of five (5) years commencing on July 1, 2019 and terminating on June 30, 2024, unless further extended or sooner terminated as hereinafter provided.

...

(c) The Board shall notify the Superintendent on or before July 31 of each year as to whether it intends to provide a new term so as to continue his employment beyond June 30, 2024. By July 1st of the year when this clause will be effective, the Superintendent shall notify the Board of its responsibility in regards to this notification. The failure of the Board to act in accordance herewith shall not cause this Agreement or the employment of the Superintendent to be extended beyond the then current expiration date.

6. Compensation.

(a) The Superintendent's base annual salary for the period of July 1, 2019 through June 30, 2020 shall be Two Hundred Eleven Thousand Eight Hundred Eleven Dollars (\$211,811), which represents an increase of 2% from the 2018-2019 school year which was the same as that of the 2017-2018 school year, paid in accordance with the procedures of the District governing salary payments for other District administrators.

8. Other Benefits.

(g) Health Insurance.

While the Superintendent is employed by the District, the District shall provide the Superintendent with family plan health and dental insurance, pursuant to the District's plans for such insurance, and the Superintendent shall contribute, through a payroll deduction, toward the annual cost of such insurance, as follows:

2019-2020: 16%
2020-2021: 16%
2021-2022: 16%
2022-2023: 16%
2023-2024: 16%

...

(k) Health Insurance in Retirement.

Upon the Superintendent retiring from the District pursuant to the rules and terms of the New York State Teachers' Retirement System and having provided at least seven (7) months advance written notice to the Board and District Clerk of his retirement date, with such retirement date being effective between June 30th and August 15th of any given year, the District shall provide the Superintendent with the following:

1. Single or family health and dental coverage, as applicable depending on the Superintendent's current familial circumstances, pursuant to one of the District's then available plans for such insurance, so long as the Superintendent contributes thirty percent (30%) toward the annual cost of such insurance up until the Superintendent becoming Medicare

eligible. In the event the Superintendent predeceases his wife, this health insurance in retirement benefit will be made available to the Superintendent's wife for a period of two (2) years.

2. Upon the Superintendent becoming Medicare eligible, Medicare will become the Superintendent's primary health insurance and the District's health insurance shall become secondary as supplemental insurance to Medicare. The District will contribute seventy percent (70%) of the monthly single or family health plan premium cost, as applicable depending on the Superintendent's current familial circumstances, toward a then available supplemental plan offered by the District for the Superintendent. If the Superintendent becomes ineligible for coverage under all of the District's supplemental health insurance plans because of a change in his domicile, the District will contribute toward the premium cost of another supplemental health insurance plan selected by the Superintendent in a dollar amount not to exceed the seventy percent (70%) contribution of the monthly premium cost single or family health plan premium cost, as applicable depending on the Superintendent's current familial circumstances, toward the then lowest available supplemental plan offered by the District.

Notwithstanding the above eligibility requirement of seven (7) months advance written notice, by Board resolution the Board may, in its absolute and sole discretion, allow for the Superintendent to provide for a reduced period of advance written notice of no less than five (5) months due to specific and/or extraordinary circumstance(s) upon the request of the Superintendent.

This paragraph 8(k) shall survive and shall be enforceable after the expiration or termination of this Agreement and any extension and/or new term thereof, except as set forth in Section 3(e) or due to a termination after hearing in accordance with paragraphs 10(b) and 11.

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The foregoing amendments shall become effective on July 1, 2019 and continue in effect thereafter through the term of this Agreement, unless subsequently modified by the parties in

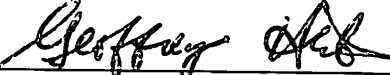
writing. All other provisions of the July 1, 2017 Employment Agreement not specifically addressed herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed their names on the day and year first above written.

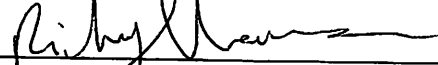
**BOARD OF EDUCATION OF THE
CLARENCE CENTRAL SCHOOL
DISTRICT**

SUPERINTENDENT


By: 
Michael Fuchs
President, Board of Education

By: 
Geoffrey Hicks, Ed.D.

Sworn to before me this
26th day of August, 2019.

By: 
Notary Public
RICHARD J. MANCUSO
Notary Public, State of New York
Qualified in Erie County #01MA4660634
Commission Expires 11-30-2021

Sworn to before me this
27 day of AUGUST, 2019.

By: 
Notary Public

MEGAN E. SUTTON
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SU6209999
Qualified in Erie County
My Commission Expires 08-10-2021

CERTIFICATION OF THE DISTRICT CLERK

This is to certify that this Contract of Employment was approved and the execution hereof on behalf of the Board of Education was authorized by vote of the Board of Education of the Clarence Central School District, at a public meeting duly held on August 26, 2019, and has been made a part of the minutes of that meeting.

CLARENCE CENTRAL SCHOOL DISTRICT

By: Sheila Rivera
Sheila Rivera, Deputy District Clerk

BOARD RESOLUTION
SUPERINTENDENT GEOFFREY HICKS EMPLOYMENT AGREEMENT

August ~~28~~, 2019

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WHEREAS, the Board of Education of the Clarence Central School District and Superintendent Geoffrey Hicks, Ed.D. are parties to a valid, binding employment agreement effective July 1, 2017; and

WHEREAS, in accordance with the Employment Agreement, the Board completed its performance evaluation of Dr. Hicks and determined he will be provided with a new term of employment, and additional terms were revised and his compensation set for the 2019-2020 school year.

NOW THEREFORE, BE IT RESOLVED as follows:

1. The Board hereby authorizes entering into a Second Amendment to the July 1, 2017 Employment Agreement with Superintendent Hicks, attached hereto; and,
2. The Board hereby authorizes and directs the Board President to execute the Second Amendment to the July 1, 2017 Employment Agreement with Superintendent Hicks, effective July 1, 2019.

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