

**EMPLOYMENT AGREEMENT
BY AND BETWEEN
BURNT HILLS-BALLSTON LAKE CENTRAL SCHOOL DISTRICT AND
CHRISTOPHER ABDOO**

AGREEMENT made this **31st** day of March, 2026 by and between THE BOARD OF EDUCATION OF THE BURNT HILLS-BALLSTON LAKE CENTRAL SCHOOL DISTRICT, (hereinafter, the "Board") and CHRISTOPHER ABDOO residing at 171 Middleline Rd. Ballston Spa, NY (hereinafter, the "Superintendent").

WHEREAS, the Board of Education of the District (hereinafter "Board") at a meeting duly held on April 1, 2026, passed a resolution appointing Christopher Abdoo as Superintendent of Schools of the District for a period of three (3) years from July 1, 2026 to June 30, 2029, and the District wishes to employ the Superintendent in such capacity; and

WHEREAS, the Superintendent has accepted the Board's offer of employment upon the terms and conditions set forth herein; and

WHEREAS, it is the parties' belief that a written contract fully specifying the terms and conditions of the Superintendent's employment by the District will promote effective communication and true understanding between the parties; and

WHEREAS, the parties have mutually agreed upon the following terms and conditions set forth in this Employment Agreement 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. The Superintendent's term of employment shall be for three (3) years, commencing on July 1, 2026 and terminating on June 30, 2029, 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.

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; he 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. During the term of this agreement, the Superintendent shall faithfully, diligently and in accordance with accepted professional standards perform and discharge the duties and responsibilities of Superintendent of Schools of the District as the same are set forth in the Education Law and other applicable statutes, laws, rules and/or regulations and the duties and/or responsibilities established by the Board pursuant to such statutes, laws, rules, and/or regulations.
3. 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, teachers and all other persons employed in either the business management or the instructional activities of the District;
 - d. transfer teachers and administrators from one school to another, or from one grade of a course of study to another grade in such course, subject to the terms of any relevant collective bargaining agreements.
 - e. 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.
4. 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.

5. During the term of this Agreement, the Superintendent shall devote his full time, skills, labor and attention to the performance and discharge of his/her duties and responsibilities; provided, however, that the Superintendent may undertake speaking engagements, writing, or other professional duties, obligations and activities, without remuneration, so long as such activities do not materially affect the performance and/or discharge of the Superintendent's duties and/or responsibilities under this Agreement. For the first year of this Agreement, the Superintendent agrees not to take undertake any adjunct teaching positions. Thereafter, the Superintendent agrees to discuss with the Board of Education future opportunities he may have to become an adjunct professor and agrees not to undertake these opportunities without prior written approval from the Board of Education President.
6. 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.
7. 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.
8. The Board, individually and collectively, shall promptly and discretely refer to the Superintendent, in writing for his study and recommendation, any and all criticisms, complaints, suggestions, communications or comments regarding the administration of the District or the Superintendent's performance of his duties.
9. 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. The Superintendent shall be paid, as salary, for the year July 1, 2026 to June 30, 2027, the sum of Two Hundred Thirty Thousand Dollars (\$230,000).
2. 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.

3. For each subsequent twelve-month period of employment and not later than June 1 of each successor year of this Agreement, the Superintendent's salary shall be determined by negotiations between the Board and the Superintendent based upon the Board's evaluation of the Superintendent's performance during the prior school year. However, in no event shall the Superintendent's base salary for any twelve-month period of employment be less than the amount of base salary received during the preceding twelve-month period.
4. On June 30, 2027, and each June 30 of this Agreement thereafter, the Board shall make a non-elective payment to a 403-b account of the Superintendent's choosing in the amount of Seven Thousand Five Hundred Dollars (\$7,500) per year.

ARTICLE IV ANNUAL GOALS, OBJECTIVES AND EVALUATION

1. The Board shall devote at least a portion of one meeting during the months of May or June to an evaluation in executive session of his performance and his working relationship with the Board.
2. The evaluation shall be based upon performance criteria as mutually established by the Board and the Superintendent by October 1 of each year which shall be reduced to writing in a form mutually agreed upon by the parties. The Superintendent shall be provided with a copy of the written evaluation at least ten (10) days prior to the executive session of the Board scheduled to discuss such evaluation.
3. The Board also shall devote at least a portion of one meeting during the months of October or November in each year during the Superintendent's employment by the District to a general discussion in executive session between the Board and the Superintendent with respect to his performance and his working relationship with the Board. A written memorandum summarizing that discussion shall be provided to the Board by the Superintendent subsequent to such discussion.
4. The performance evaluation prepared pursuant to this paragraph shall be confidential and shall be kept so by the Board and individual Board members.

ARTICLE V BENEFITS

1. Leave Time

- a. Sick Leave

Upon commencing employment, the Superintendent will be credited with all accrued and unused sick leave earned as Assistant Superintendent for Support Services within the District.

Effective July 1, 2026, and each July 1 of this Agreement thereafter, the Superintendent will be credited with twenty (20) paid sick leave days. Unused sick leave days may be accumulated by the Superintendent from year to year, if unused, up to a maximum of 260 days. Sick leave may be used for personal illness or injury or illness or injury to a member of his immediate family.

Upon retirement under the rules of the NYS Teachers Retirement System, the District shall compensate the Superintendent for any unused and accumulated sick days at \$80/day. The payment shall be made as a non-elective employer contribution to the Superintendent's 403B account.

b. Personal Leave

The Superintendent shall annually be credited on July 1 with three (3) paid personal days. Personal days remaining unused at the conclusion of the year shall be banked as sick days.

c. Vacation Leave

The Superintendent shall be annually credited with twenty-five (25) days of paid vacation leave, exclusive of holidays, credited on July 1st of each year. Up to fifteen (15) days may be carried over, up to a maximum annual accumulation of no more than forty (40) vacation days in any year. Days carried over in excess of ten (10) must be used by December 31st of that year. Upon resignation, the Superintendent will be paid out for unused and accrued vacation leave, not to exceed a maximum of forty (40) days at the per diem rate of 1/225. Vacation leave shall be prorated for any mid-year resignation or retirement. The Superintendent shall be compensated for all unused vacation days that the Superintendent had at the conclusion of the 2025-26 school year from his prior position at the per diem rate of 1/225th.

d. Jury Duty

The Superintendent shall be permitted to attend jury duty service without use of leave time provided that he remit any payment received for such service back to the district.

2. Conferences and Other Expenses: The Superintendent shall be entitled to attend professional conferences at the local, state and national level, with the expenses of such conferences paid by the Board. The Superintendent is authorized to incur other reasonable and necessary expenses, up to the approved budgeted amount in the discharge of his duties. Any items requiring expenditures beyond the budgeted amount shall require prior Board approval.
3. Holidays: The Superintendent shall annually work the official district calendar adopted by the Board of Education and will not be required to work on any holiday within the official district calendar.
4. Insurance:

a. Insurance

i. The Board will provide the following health insurance coverage during the life of this agreement:

1. Hospitalization, doctor and major medical insurance better than or equal to the BlueShield 815 PPO plan in effect during the 2018-2019 school year.
2. Dental insurance coverage including x-ray, preventative, restorative, prosthetic, and orthodontic services better than or equal to the Guardian-2 PPO.

ii. The Board's contribution toward the Superintendent's premium for both hospitalization and dental coverages will be:

1. Single membership - 75%
2. Family or two-person membership - 75%
3. Lifetime Retired membership - 90% of individual, 2 person or family premium

b. Buyout -- For opting out of the family or individual health insurance plans of the District, and upon proof of alternate coverage, the District agrees to share the premium savings on the portion of the insurance plan that the District would otherwise be obligated to pay, in an amount equal to 35% of the District's share of the family premium of the health insurance plan known as Blue Shield 815 Plan. This payment will be made to the Superintendent during the month of June for each year of this Agreement with a prorated buyout being made to the Superintendent at the time of separation should such separation occur at a date other than June 30 of any school year. Reenrollment to a District sponsored plan shall be subject to open enrollment and the rules of the District's carrier.

c. Insurance in Retirement - Upon his retirement from the District under the rules of the NYS Teachers' Retirement System, after having served a minimum of eight (8) years of employment in any capacity in the District, the Board will provide health and dental insurance coverage in retirement for the Superintendent and eligible dependents. The Superintendent and his dependents must enroll in the district's Medicare Advantage plan upon becoming eligible to continue with the district contribution of 90% towards the cost of the health and dental insurance premium in retirement. Should the Superintendent elect to choose a different health insurance plan than the district's Medicare Advantage plan, the district's responsibility for the share of the health and dental insurance premium shall be reduced to 75%.

d. Life Insurance - The District will pay \$2,000 per year toward premiums for a life

insurance policy selected by the Superintendent.

5. Mileage Reimbursement: 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.
6. Association Dues: 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, the American Association of School Administrators and a local Superintendent's organization of the Superintendent's choosing.
7. Other Expenses: The District shall provide the Superintendent with a, computer, and/or tablet with necessary technology for his use. This shall include business and incidental personal use, provided incidental personal use does not result in extra costs to the District. Such items 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. The Superintendent shall receive a monthly stipend of \$100/month for use of his personal cell phone for district business.
8. Long Term Disability: The District shall provide the Superintendent with the group long term disability insurance policy from Sun Life and Health Insurance Company or a different plan with equivalent or better benefits.
9. Retirement Increment: A retiring Superintendent with ten years of total service to the Burnt Hills-Ballston Lake Central School District in his role as Superintendent, Assistant Superintendent, or other applicable roles shall receive a retirement termination increment of \$12,500. This payment shall be made at the time of retirement. To receive this increment and benefit, the Superintendent must submit a resignation for retirement purposes, in writing, to the Superintendent of Schools by January 1 in the year the Superintendent intends to retire. In addition, this written resignation must be received at least six (6) months prior to the effective date of retirement. Any other arrangement must be mutually agreed upon between the Superintendent and the Board. The termination increment will be deposited into the Superintendent's 403b account as a non-elective employer contribution within 60 days following the date of retirement.
10. Retirement Benefits: Notwithstanding any provision of this agreement to the contrary, the Superintendent shall be entitled to all benefits and payments pursuant to Article V(1)(a); Article V(4)(c); and Article V(9) upon separation of employment, provided the Superintendent is employed through June 30, 2029 and regardless of retirement status, unless this agreement is extended until at least January 31, 2030. If this agreement is extended until such date, the provisions shall be deemed repealed.

ARTICLE VI AGREEMENT RENEWALS

1. The Board shall notify the Superintendent, on or before June 30, 2028, whether it intends to

extend his employment for an additional term commencing on July 1, 2029, or whether the Superintendent's term will expire on June 30, 2029. By June 30 of each year thereafter, the Board shall likewise act to notify the Superintendent whether it intends to extend his employment for an additional year commencing on July 1 of the year then set for termination of his then current contract. In the event the Board notifies the Superintendent of its intention to extend his appointment, then the Superintendent shall advise the Board in writing within sixty (60) days whether he intends to accept the extended appointment.

2. Should the Board fail to meet or act in regard to the Superintendent's employment prior to June 30, 2028, as required herein the Superintendent may, at any time subsequent to June 30, 2028 request in writing that the Board inform him whether or not it intends to extend his appointment for an additional one (1) year term. The Board shall, in writing, respond to this request in either the affirmative or negative within thirty (30) days of its receipt of the request.
3. The Superintendent may request, in writing, an extension or modification of this agreement no earlier than February 1, 2027. Any extension of the term of the Superintendent's employment shall be evidenced by an amendment to this Agreement; and shall be upon the same terms and conditions as herein set forth unless otherwise agreed in writing by the parties. In no event shall the benefits provided to the Superintendent under this Agreement and subsequent extensions be decreased or eliminated during the term of his employment, without his consent.

ARTICLE VII AGREEMENT TERMINATION

1. Mutual Agreement. This Agreement may be terminated at any time, without cause, by mutual agreement, in writing, between the Superintendent and the Board.
2. Resignation. This agreement may be terminated upon the Superintendent's written resignation on ninety (90) days' notice to the President of the Board.
3. Certification. The Superintendent may be immediately terminated if the Superintendent does not possess a valid certificate to act as a Superintendent of Schools in the State of New York. The failure of the Superintendent to hold and maintain such certification shall be cause for the immediate termination of this Agreement and of the employment of the Superintendent.
4. Disability. The Superintendent may be terminated if he is disabled and unable to perform the duties of the Superintendent and has exhausted all leave and extended leave beyond six (6) months pursuant to Article VIII.
5. Just Cause. The Superintendent's employment during the term of this Agreement may be terminated for just cause; just cause shall be defined as: guilty of insubordination,

immoral character, incompetence or neglect of duty in accordance with the hearing procedures set forth below.

6. Hearing Procedures

- 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 on said charges, upon at least thirty (30) days notice, before an independent hearing officer who shall be an attorney at law. The hearing shall be in executive or public session, at the option of the Superintendent. The hearing officer may be selected by mutual agreement between the Superintendent and the Board or, in the event no such agreement is reached within fifteen (15) days after the Superintendent's receipt of the written charges, a request shall be made to the American Arbitration Association, by either party for a list of Arbitrators.
- b. The Superintendent shall be entitled to due process protection at such hearing, including but not limited to the right to elect a public or private hearing; to be represented by counsel at his own expense, 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'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. Any criticisms or complaints which have not been previously forwarded to the Superintendent in accordance with the provisions of Article II, paragraph "8" of this Agreement shall not be admissible at such a hearing against the Superintendent. No charge shall be brought more than twenty-four (24) months after the occurrence of the alleged act except when the charge is of misconduct constituting a crime when committed. The hearing officer shall strike from the written charge or charges any such charge made against the Superintendent.
- d. 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. Both the Board and Superintendent shall be bound by the decision of the hearing officer. Both parties shall, however, retain their right to appeal the decision of the hearing officer to any forum with jurisdiction

ARTICLE VIII DISABILITY

In the event that by reasons of illness, accident or other cause beyond his control, the Superintendent shall be incapacitated from rendering the services required for a period of six (6) months beyond the expiration of his accumulated and unused leave entitlements, the Board may at its option and upon written notice to the Superintendent, terminate this contract. In the event of such illness, accident or other cause beyond his control which requires an extended absence, the Board reserves the right to appoint an Acting Superintendent who shall temporarily perform the duties of Superintendent at the pleasure of the Board.

ARTICLE IX DEFENSE AND INDEMNIFICATION

The District shall, to the maximum extent permitted by law, indemnify the Superintendent and hold him harmless against any loss arising out of any demand, claim, suit, action, or legal proceeding brought against the Superintendent, acting within the scope of his authority as such Superintendent. The Superintendent's actions shall be in either his individual capacity or his official capacity as agent and employee of the District and such actions were arising out of incidents which occurred while the Superintendent was acting within the scope of his employment or under the direction of the Board. Such indemnification shall include, at the District's sole cost and expense, of a complete defense to any such demand, claim, suit, action, or legal proceeding. Payment of the amount of any judgment or award including damages, costs, expenses and interest contained therein or imposed thereon, or of the amount of any settlement agreed to, as a result of or in connection with any such demand, claim, suit, action, or legal proceeding shall be paid for by the District.

ARTICLE X MEDICAL EXAMINATION

Once, during each year of his employment, the Superintendent shall have a comprehensive medical examination performed by a duly licensed physician of his choice and shall file with the District Clerk a statement from the examining physician certifying his physical competency to perform his duties. Such statement will be treated as confidential information and shall not be discussed or released by any member of the Board. Any cost for such annual medical examination not covered by the Superintendent's health insurance shall be paid for by the District.

ARTICLE XI MISCELLANEOUS

1. The validity or enforceability of any particular provision of this 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 of the 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 shall supersede all prior agreements and/or resolutions in regard to the employment of the Superintendent.

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

BURNT HILLS-BALLSTON LAKE CENTRAL SCHOOL DISTRICT

By: _____ Date: _____
President, Board of Education

By: _____ Date: _____
Superintendent