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Contract Database Metadata Elements

Title: **Tuckahoe Common School District and Superintendent Linda Rozzi (2006) (MOA)**

Employer Name: **Tuckahoe Common School District**

Union: **Superintendent Linda Rozzi**

Local:

Effective Date: **06/12/06**

Expiration Date: **06/30/09**

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AMENDMENT

AD1 / 6335

AMENDMENT made this 12th day of June 2006, by and between the BOARD OF TRUSTEES OF THE TUCKAHOE COMMON SCHOOL DISTRICT, TOWN OF SOUTHAMPTON, NEW YORK (hereinafter referred to as the "BOARD") and LINDA ROZZI, (hereinafter referred to as the "SUPERINTENDENT")

WITNESSETH:

WHEREAS, The parties entered into a base employment Agreement on the 23rd day of December, 2002, and an Amendment Agreement on the 15th day of August 2004; and

WHEREAS, the parties desire to amend the provisions of said base agreement and Amendment Agreement; and to extend the employment Agreement through June 30, 2009; and

WHEREAS, the parties have mutually agreed upon the following amended 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 IV – SALARY shall be further amended as follows:

Effective July 1, 2006 the Superintendent's 2006-07 annual salary shall be \$133,902.00 (representing a 3.25% increase over the 2005/06 salary rate)

The above amendment is supplemental to the base Agreement and the Amendment Agreement executed between the parties; all other terms and conditions of employment not amended by this agreement are to remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment the day and year above written.

12/23/02-6/30/09

BOARD OF TRUSTEES
TUCKAHOE COMMON SCHOOL DISTRICT

Robert E. Grisnik, Chairman

Linda J. Rozzi, Superintendent

COUNTERSIGNED AND ATTESTED:

Grace Kauth, District Clerk

RECEIVED

NOV 20 2006

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

GRACE ANN KAUTH
NOTARY PUBLIC, State of New York
No. 4845938, Suffolk County
Term Expires 12/31/09

1

SUPERINTENDENT'S CONTRACT

AGREEMENT made this 23rd day of December 2002, by and between the **BOARD OF TRUSTEES OF THE TUCKAHOE COMMON SCHOOL DISTRICT, TOWN OF SOUTHAMPTON, NEW YORK** (hereinafter referred to as the "**BOARD**") and **LINDA ROZZI**, residing at 1147 Orchid Circle, Bellport, New York who will be employed as Superintendent/Principal hereinafter referred to as the "**SUPERINTENDENT**").

I. EMPLOYMENT

A. The Board hereby hires the **SUPERINTENDENT** and the **SUPERINTENDENT** agrees to work for the **BOARD** for the term of January 1, 2003 through June 30, 2005 as Superintendent of Schools and Building Principal pursuant to Board of Trustees' Resolution dated December 9, 2002; the **SUPERINTENDENT** accepts said employment, the terms and conditions of which shall be governed by this **AGREEMENT** and any written amendment or written modification hereof.

B. The **SUPERINTENDENT** shall be the Chief Executive Officer of the District and Principal of the Tuckahoe School and shall perform all the duties of and possess all of the authority now or hereafter imposed upon or granted to a Superintendent of Schools and Principal under the provisions of the Education Law or other statutes of the State of New York or by rule or regulation of the Commissioner of Education.

C. Throughout her employment by the **BOARD**, the **SUPERINTENDENT** shall possess and furnish the **BOARD** with a valid and appropriate certificate to act as **SUPERINTENDENT** and **PRINCIPAL**.

D. The **SUPERINTENDENT** shall devote her full time, skill, labor and attention to said employment throughout the period of employment; provided, that however, with prior approval of the **BOARD**, the **SUPERINTENDENT** may undertake

consultative work, speaking engagements, writing, lecturing, and other professional duties and obligations outside the School District. Without prior approval, the **SUPERINTENDENT** may speak to interested groups and organizations within the School District concerning the affairs and operation of the District.

II. TERM

A. No later than June 1, 2003 of this Agreement, and prior to any subsequent June 1 of this Agreement (or on any extension periods thereof) provided the **SUPERINTENDENT** has advised/noticed the **BOARD** prior to May 1, 2003 (or May 1 of any subsequent year) on the matter of the consideration of the extension of the term of the **SUPERINTENDENT**'s contract, the **BOARD** will consider extending the **SUPERINTENDENT**'s employment for an additional one year period. The **BOARD** will consider such extension by way of either moving to extend the term of this Agreement for an additional year, or by way of moving to notify the **SUPERINTENDENT** that the Agreement will terminate by its terms on June 30, 2005 or on a subsequent June 30, if this Agreement is not to be renewed.

B. Upon the **BOARD**'s failure to act under paragraph A, above, the then unexpired term of this Agreement shall be automatically extended by an additional one (1) year period.

C. Any extension of the term of the **SUPERINTENDENT**'s employment shall be in the form of an amendment to this Agreement and shall be upon the same terms and conditions as herein set forth unless otherwise agreed to in writing by both parties; and it shall not be considered that the **BOARD** and the **SUPERINTENDENT** have entered into such an amendment unless expressly stated in a written document signed by the parties hereto.

III. SUPERINTENDENT'S DUTIES AND RESPONSIBILITIES

A. The **SUPERINTENDENT** shall be the Chief Executive Officer of the School District and Principal and shall have the power and obligation to perform and execute those duties and to accept all those responsibilities as are:

(i) set forth in the Education Law of the State of New York, other statutes of the State of New York, or the rules and regulations of the Board of Regents and Commissioner of Education, including any amendments or successor statutes thereof;

(ii) specified in the policy manual of the **BOARD**;

(iii) normally associated with the position of Superintendent of Schools and Principal, including, but not limited to, budget formulation and administration, business administration, pupil attendance, pupil course of study and curriculum, public relations, personnel management, collective bargaining and labor relations; superintendence of and recommendation to the **BOARD** on recruitment, training and supervision of professional and non-professional personnel, purchase and maintenance of materials and supplies, school building construction and maintenance, and transportation of students; and the overall supervision of the building's students and staff in the role of a Principal.

(iv) imposed upon or granted to a Superintendent of Schools and Principal under the provisions of the Education Law or other statutes of the State of New York or by rule or regulation of the Commissioner of Education.

B. Without intending to limit the foregoing, the **BOARD** acknowledges that the **SUPERINTENDENT** shall have the following specific authority, right and responsibility:

(i) to organize and reorganize the District's administrative, supervisory and

support staff including instructional and non-instructional personnel in a manner which in the **SUPERINTENDENT's** judgment best serves the District, specifically including the authority of the **SUPERINTENDENT** to initiate and approve all transfers of District staff from one job assignment or place of employment to another, subject to the review and approval of the **BOARD**;

(ii) to supervise, direct and evaluate associate and/or assistant superintendents, directors, supervisors, principals, teachers, civil service employees and all other persons employed in either the business management or instructional activities of the District;

(iii) to make recommendations to the **BOARD** as a prerequisite to the appointment or termination of employment of both instructional and non-instructional employees, including any extensions of a probationary employee's probation;

(iv) to interpret all student test scores and render a formal written report to the **BOARD** once per school year prior to meeting with the **BOARD** for the purpose of developing goals for the upcoming school year and to include in the aforementioned report her determination as to whether the District is providing such educational program as may be required such that a substantial majority of students shall score significantly above the State Reference Point (SRF) and/or substantially above applicable federal standards;

(v) to carry out, as Chief Executive Officer and Principal of the School District, the policies, regulations and directions as adopted or specified by the **BOARD**, to advise the **BOARD** of its duties as set forth in the Education Law of the State of New York and, in particular, Section 1708 thereof, to make an annual report on current pertinent issues in the School District and to promptly

provide such other periodic or special reports as may be directed from time to time by the Board of Education, to administer the various contracts with employees of the School District, to provide full disclosure to the **BOARD** at all times, to conference with the President of the **BOARD** and/or committees of the **BOARD** on a regular basis as may be needed and to perform the duties of chief executive officer of the District as prescribed by the Fair Employment Practices Act (Article 14 of the Civil Service Law of the State of New York);

(vi) to consult with the **BOARD** prior to the adoption of any policy, by-law or regulation which affects the District or duties of the **SUPERINTENDENT**; to perform such other duties as may be requested of her from time to time by the **BOARD** and which shall be consistent with those normally associated with the position of Superintendent of Schools in the State of New York; and

(vii) 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.

IV. SALARY

Commencing on January 1, 2003 the salary of the **SUPERINTENDENT** shall be \$105,000 per annum, payable bi-weekly. On each subsequent July 1 until June 30, 2005, the **SUPERINTENDENT**'s annual salary will be increased by 3%, payable bi-weekly. Therefore, the salary of the **SUPERINTENDENT** shall be established as follows:

7/1/03 = \$108,150

7/1/04 = \$111,400

V. SUPERINTENDENT'S EVALUATION

The **BOARD** shall evaluate and assess in writing the performance of the **SUPERINTENDENT** by June 1st of each year during the term of this contract. This evaluation and assessment shall be reasonably related to the position description of **SUPERINTENDENT** and the goals and objectives for the District for the year in question.

At least once each fiscal year, the **BOARD** of Trustees and **SUPERINTENDENT** shall meet in closed executive session for the purpose of the evaluation of the performance of the **SUPERINTENDENT**. In the event that the **BOARD** determines that the performance of the **SUPERINTENDENT** is unsatisfactory in any respect, it shall describe, in writing, in reasonable detail, specific instances of unsatisfactory performance. A copy of the written evaluation shall be delivered to the **SUPERINTENDENT**. The **SUPERINTENDENT** shall have the right to make a written response to the evaluation. The response shall become a permanent attachment to the **SUPERINTENDENT**'s personnel file. Within thirty (30) days of the delivery of the written evaluation to the **SUPERINTENDENT**, the **BOARD** shall meet with the **SUPERINTENDENT** to discuss the evaluation.

VI. VACATION AND BENEFITS

1. Vacation.

The **SUPERINTENDENT** shall be entitled to twenty-two (22) working days (i.e., Monday through Friday vacation) vacation during each twelve (12) months of employment; advance notice of such to be provided the **BOARD**.*

At least ten of these vacation days must be taken during any of the three school recess periods (Christmas, mid-winter, spring)

Vacation days may not be taken either when school is in session or two (2) weeks prior to the commencement of the school year. There is to be no accumulation of vacation time, nor compensation for unused vacation time, either annually or upon the **SUPERINTENDENT**'s separation of service from the District.

2. Personal Leave.

The **SUPERINTENDENT** shall be entitled to two (2) personal leave days per year. For purposes of this provision, personal leave shall be interpreted to mean days taken to attend important personal business or personal affairs which cannot be attended to during non-school days and non-working hours. Unused personal days are not cumulative and cannot be converted to sick or vacation days.

3. Sick Leave.

Upon contract execution, the **SUPERINTENDENT** shall be credited with thirty (30) sick leave days for the initial thirty (30) month contract period through June 30, 2005; thereafter, sick leave will accrue at twelve (12) days per annum to a maximum of one hundred-eighty (180) days; there being no compensation for accumulated sick leave if the **SUPERINTENDENT** leaves the District before serving five full years. If the **SUPERINTENDENT** works 5 years she will be paid for 25% of accumulated sick days at 1/220 of her annual salary upon resignation.

4. Health Insurance.

The **SUPERINTENDENT** shall be entitled to participate in the family or individual plan, as applicable, of the group health insurance policy adopted by the Board of Education with the costs thereof to be paid by the District during the **SUPERINTENDENT'S** employment with the District.

5. Disability Insurance

During the **SUPERINTENDENT**'s employment, the District will pay 100% of the cost of a Disability Insurance policy providing benefits of \$5,833 per month starting on the 91st day. The District will purchase this policy from a company of its choice and the **SUPERINTENDENT** will pay any tax on the economic benefit of the policy.

6. Dental Insurance.

The **SUPERINTENDENT** shall be entitled to participate in the dental insurance plan provided by the District with the District to assume 100% of the cost of the individual (or family, as applicable) of said insurance plan during the **SUPERINTENDENT'S** employment with the District.

VII. HOLIDAYS

The **SUPERINTENDENT** shall be entitled to thirteen (13) paid holidays provided that school is not in session on any of said holiday dates; the holidays shall be as follows: Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Day, Presidents' Day, Good Friday, Martin Luther King, Jr. Day, Memorial Day and Fourth of July. If a holiday falls on a weekend, no additional day off will be granted.

VIII. BEREAVEMENT LEAVE

Up to five (5) days may be granted for death in the immediate family. Immediate family shall include: husband or wife, father, mother, son, daughter, brother, sister, grandmother, grandfather, or corresponding "in-law" relatives.

IX. PROFESSIONAL IMPROVEMENT DAYS

The District encourages the continuing professional growth of the

SUPERINTENDENT through her participation, as she might decide, in light of her responsibilities as **SUPERINTENDENT** in:

- (a) the operations, programs and other activities conducted or sponsored by local, state or national school administrator and school board associations;
- (b) seminars and courses offered by public and/or private educational institutions;
- (c) informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the **SUPERINTENDENT's** performance of her professional responsibilities in the District.

To foster such growth, the District shall permit up to five (5) days of release time for the **SUPERINTENDENT** as she deems appropriate to tend to such professional growth activities and to pay for the necessary fees for travel, housing and registration expenses as approved by the District.

→ 8 for mileage

The **SUPERINTENDENT** will also be paid a per diem allowance (currently \$75) to cover meals and other appropriate miscellaneous expenses while attending these professional growth activities.

The District shall reimburse the Superintendent for mileage at the IRS rate when she is required to use her personal car in the performance of her official duties as **SUPERINTENDENT**. If the District owns a vehicle it will be made available for use by the **SUPERINTENDENT** for school business.

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, Suffolk County School Superintendents' Association and any other mutually agreed upon professional association.

X. ANNUAL MEDICAL EXAMINATION

The **SUPERINTENDENT** agrees to submit to a medical examination, administered by a physician approved by the **BOARD** once during each twelve (12) month period of her employment with the District and to file a statement with the Clerk of the **BOARD** from the examining physician certifying her physical competency to fulfill her duties and responsibilities as **SUPERINTENDENT** of the District. Such statement shall be treated as confidential information by the **BOARD** and the cost of such annual medical examination shall be paid by the **BOARD**. Such certification shall be specific in nature (general statement to the effect that "patient is in good health" is unacceptable).

XI. INDEMNIFICATION

In addition to those rights provided by law, the **BOARD** agrees to provide legal counsel and to indemnify the **SUPERINTENDENT** against all uninsured financial loss arising from 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 committed while the **SUPERINTENDENT** is acting within the scope of her employment or under the direction of the **BOARD**. Nothing herein contained is intended to or shall have the effect of modifying, varying or changing any rights of the **SUPERINTENDENT** arising out of the laws of the State of New York, including, but not limited to, Education Law §§3023, 3028, 3811, 3813 and Article 18 of the Public Officers Law.

XII. DISCHARGE

Except as otherwise herein provided, the **SUPERINTENDENT** shall not be discharged or disciplined, nor shall she be terminated without just cause, and only for alleged acts of immoral character, incompetency, neglect of duty, misconduct, or

— disability impairing the performance of her duties according to the evidentiary standard hereinafter set forth and only following a fair hearing before an impartial hearing officer. In the event a member or members of the **BOARD** seek to terminate this contract, they shall be required to prepare as hereinafter more particularly described, a statement of charges. Prior to the institution of the due process procedure hereinafter described, the said charges shall be reviewed by the entire **BOARD** in a probable cause hearing to be held within five (5) days of the date of the filing of said charges with the District Clerk. The **BOARD** shall be required to review said charges in executive session and determine the sufficiency of evidence respecting said charges. In the event the charges are found to contain sufficient probable cause, then, and only then, the following procedures shall be instituted.

A. Within seventy-two (72) hours of said probable cause determination the **SUPERINTENDENT** shall be served personally with a particularized written statement of said charges against her.

B. An impartial hearing officer shall be selected to make Findings of Fact and Recommendations to the **BOARD** as to discipline, if any, to be imposed. The hearing officer shall be selected by mutual agreement between the **SUPERINTENDENT** and the **BOARD** or, in the event no such agreement is reached within 15 days after the **SUPERINTENDENT**'s receipt of the written charges, by appointment pursuant to Rules and Procedures of the American Arbitration Association ("AAA") established for labor arbitration.

C. The **SUPERINTENDENT** shall have the right to elect a public or private hearing; the right to a minimum of ten (10) days between the service of said charges following probable cause determination and the commencement of any hearing hereunder; the right to be represented by counsel at all stages of said proceedings;

the right to have all testimony taken under oath and the right to present witnesses of her own behalf; the right to question witnesses against her by cross examination; the right to present real and tangible evidence in the form of documents, papers and other evidence.

D. The **BOARD** shall have the burden of proof and the burden of proceeding with regard to the above-described charges and shall be required to prove said charges by a preponderance of the evidence.

E. The **SUPERINTENDENT** shall receive her full pay and benefits as provided by contract until the completion of said hearing and until the final decision of the **BOARD** after its review of said hearing officer's recommendation or upon the passage of three (3) months from date of service of charges (whichever first occurs); however, she may be suspended from the performance of her duties, coincident with the service of charges.

F. The decision of the hearing officer shall contain express findings of fact based solely on the record before the said hearing officer and shall contain conclusions of law as well as the hearing officer's recommendation to the **BOARD** as to guilt or innocence on each of the charges and/or specifications.

G. The **BOARD** shall review the decision of the hearing officer and may accept, reject or modify the same by the adoption of a formal **BOARD** resolution and decision within twenty (20) days of the date of receipt by the **BOARD** of the hearing officer's decision.

H. If the charges against the **SUPERINTENDENT** are not sustained at such hearing or after any appeal therefrom, the **BOARD** shall reimburse the **SUPERINTENDENT** for the actual and necessary attorneys' fees and disbursements incurred by the **SUPERINTENDENT** in the defense of the hearing or appeal therefrom.

XIII. SEVERABILITY

The invalidity or unenforceability of any provision hereof shall, in no way, affect the validity or enforcement of any other provision.

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

BOARD OF TRUSTEES, TUCKAHOE COMMON SCHOOL DISTRICT

By: Robert Gerbereux
Robert Gerbereux, President

Linda Rozzi
Linda Rozzi, Superintendent

AMENDMENT

AMENDMENT made this 15th day of August 2004, by and between the BOARD OF TRUSTEES OF THE TUCKAHOE COMMON SCHOOL DISTRICT, TOWN OF SOUTHAMPTON, NEW YORK (hereinafter referred to as the "BOARD") and LINDA ROZZI, residing at 173 Tuckahoe Lane, Southampton, Count of Suffolk, New York (hereinafter referred to as the "SUPERINTENDENT").

WITNESSETH:

WHEREAS, the parties entered into a base employment Agreement on the 23rd day of December 23, 2002; and

WHEREAS, the parties desire to amend the provisions of said base Agreement and to extend the employment Agreement through June 30, 2007; and

WHEREAS, the parties have mutually agreed upon the following amended 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:

1. the following **EMPLOYMENT SECURITY** provision shall become a part of the Superintendent's employment contract at Article I (E):

If the District is dissolved, annexed, merged or consolidated with one or more school districts, the BOARD agrees to make every reasonable effort to ensure that the Superintendent is appointed to a position in the successor district that is acceptable to her and which is consistent with the Superintendent's education, background, experience, certification and former status. In any event, the Superintendent shall be entitled to receive the salaries, benefits and rights provided for under this Agreement for the balance of the unexpired term hereof.

2. Article V – **SUPERINTENDENT'S EVALUATION** shall be amended as follows:

The Board shall evaluate and assess in writing the performance of the Superintendent by August 1st of each year during the term of the contract.

3. Article II –**TERM (A)** shall be amended as follows:

“...prior to any subsequent August 1st of this Agreement...the Board will consider extending the Superintendent's employment for an additional year...”

4. Article IV – **SALARY** shall be amended as follows:

Effective July 1, 2004 the Superintendent's 2004/05 annual salary shall be \$118, 605 (which includes a \$7,000 performance incentive for the 2003-04 school year in addition to a 3% raise).

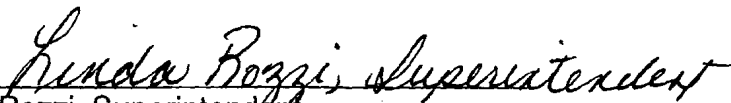
Pending satisfactory accomplishment of goals/objectives for the 2004-05 school year, as determined by the Board of Trustees, the Superintendent's 2005/06 annual salary will be \$129,687 (which, tentatively, includes a \$7,000 performance incentive in addition to a 3.25% raise).

The above amendments are supplemental to the base Agreement executed between the parties; all other terms and conditions of employment not amended by this Amendment are to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment the day and year first above written.

**BOARD OF TRUSTEES, TUCKAHOE
COMMON SCHOOL DISTRICT**


Robert E. Grisnik, Chairperson


Linda Rozzi, Superintendent

COUNTERSIGNED AND ATTESTED:

Grace Kauth, District Clerk

SUPERINTENDENT'S CONTRACT

AGREEMENT made this 23rd day of December 2002, by and between the **BOARD OF TRUSTEES OF THE TUCKAHOE COMMON SCHOOL DISTRICT, TOWN OF SOUTHAMPTON, NEW YORK** (hereinafter referred to as the "**BOARD**") and **LINDA ROZZI**, residing at 1147 Orchid Circle, Bellport, New York who will be employed as Superintendent/Principal hereinafter referred to as the "**SUPERINTENDENT**").

I. EMPLOYMENT

A. The Board hereby hires the **SUPERINTENDENT** and the **SUPERINTENDENT** agrees to work for the **BOARD** for the term of January 1, 2003 through June 30, 2005 as Superintendent of Schools and Building Principal pursuant to Board of Trustees' Resolution dated December 9, 2002; the **SUPERINTENDENT** accepts said employment, the terms and conditions of which shall be governed by this **AGREEMENT** and any written amendment or written modification hereof.

B. The **SUPERINTENDENT** shall be the Chief Executive Officer of the District and Principal of the Tuckahoe School and shall perform all the duties of and possess all of the authority now or hereafter imposed upon or granted to a Superintendent of Schools and Principal under the provisions of the Education Law or other statutes of the State of New York or by rule or regulation of the Commissioner of Education.

C. Throughout her employment by the **BOARD**, the **SUPERINTENDENT** shall possess and furnish the **BOARD** with a valid and appropriate certificate to act as **SUPERINTENDENT** and **PRINCIPAL**.

D. The **SUPERINTENDENT** shall devote her full time, skill, labor and attention to said employment throughout the period of employment; provided, that however, with prior approval of the **BOARD**, the **SUPERINTENDENT** may undertake

consultative work, speaking engagements, writing, lecturing, and other professional duties and obligations outside the School District. Without prior approval, the **SUPERINTENDENT** may speak to interested groups and organizations within the School District concerning the affairs and operation of the District.

II. TERM

A. No later than June 1, 2003 of this Agreement, and prior to any subsequent June 1 of this Agreement (or on any extension periods thereof) provided the **SUPERINTENDENT** has advised/noticed the **BOARD** prior to May 1, 2003 (or May 1 of any subsequent year) on the matter of the consideration of the extension of the term of the **SUPERINTENDENT**'s contract, the **BOARD** will consider extending the **SUPERINTENDENT**'s employment for an additional one year period. The **BOARD** will consider such extension by way of either moving to extend the term of this Agreement for an additional year, or by way of moving to notify the **SUPERINTENDENT** that the Agreement will terminate by its terms on June 30, 2005 or on a subsequent June 30, if this Agreement is not to be renewed.

B. Upon the **BOARD**'s failure to act under paragraph A, above, the then unexpired term of this Agreement shall be automatically extended by an additional one (1) year period.

C. Any extension of the term of the **SUPERINTENDENT**'s employment shall be in the form of an amendment to this Agreement and shall be upon the same terms and conditions as herein set forth unless otherwise agreed to in writing by both parties; and it shall not be considered that the **BOARD** and the **SUPERINTENDENT** have entered into such an amendment unless expressly stated in a written document signed by the parties hereto.

III. SUPERINTENDENT'S DUTIES AND RESPONSIBILITIES

A. The **SUPERINTENDENT** shall be the Chief Executive Officer of the School District and Principal and shall have the power and obligation to perform and execute those duties and to accept all those responsibilities as are:

(i) set forth in the Education Law of the State of New York, other statutes of the State of New York, or the rules and regulations of the Board of Regents and Commissioner of Education, including any amendments or successor statutes thereof;

(ii) specified in the policy manual of the **BOARD**;

(iii) normally associated with the position of Superintendent of Schools and Principal, including, but not limited to, budget formulation and administration, business administration, pupil attendance, pupil course of study and curriculum, public relations, personnel management, collective bargaining and labor relations; superintendence of and recommendation to the **BOARD** on recruitment, training and supervision of professional and non-professional personnel, purchase and maintenance of materials and supplies, school building construction and maintenance, and transportation of students; and the overall supervision of the building's students and staff in the role of a Principal.

(iv) imposed upon or granted to a Superintendent of Schools and Principal under the provisions of the Education Law or other statutes of the State of New York or by rule or regulation of the Commissioner of Education.

B. Without intending to limit the foregoing, the **BOARD** acknowledges that the **SUPERINTENDENT** shall have the following specific authority, right and responsibility:

(i) to organize and reorganize the District's administrative, supervisory and

support staff including instructional and non-instructional personnel in a manner which in the **SUPERINTENDENT**'s judgment best serves the District, specifically including the authority of the **SUPERINTENDENT** to initiate and approve all transfers of District staff from one job assignment or place of employment to another, subject to the review and approval of the **BOARD**;

(ii) to supervise, direct and evaluate associate and/or assistant superintendents, directors, supervisors, principals, teachers, civil service employees and all other persons employed in either the business management or instructional activities of the District;

(iii) to make recommendations to the **BOARD** as a prerequisite to the appointment or termination of employment of both instructional and non-instructional employees, including any extensions of a probationary employee's probation;

(iv) to interpret all student test scores and render a formal written report to the **BOARD** once per school year prior to meeting with the **BOARD** for the purpose of developing goals for the upcoming school year and to include in the aforementioned report her determination as to whether the District is providing such educational program as may be required such that a substantial majority of students shall score significantly above the State Reference Point (SRF) and/or substantially above applicable federal standards;

(v) to carry out, as Chief Executive Officer and Principal of the School District, the policies, regulations and directions as adopted or specified by the **BOARD**, to advise the **BOARD** of its duties as set forth in the Education Law of the State of New York and, in particular, Section 1708 thereof, to make an annual report on current pertinent issues in the School District and to promptly

provide such other periodic or special reports as may be directed from time to time by the Board of Education, to administer the various contracts with employees of the School District, to provide full disclosure to the **BOARD** at all times, to conference with the President of the **BOARD** and/or committees of the **BOARD** on a regular basis as may be needed and to perform the duties of chief executive officer of the District as prescribed by the Fair Employment Practices Act (Article 14 of the Civil Service Law of the State of New York);

(vi) to consult with the **BOARD** prior to the adoption of any policy, by-law or regulation which affects the District or duties of the **SUPERINTENDENT**; to perform such other duties as may be requested of her from time to time by the **BOARD** and which shall be consistent with those normally associated with the position of Superintendent of Schools in the State of New York; and

(vii) 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.

IV. SALARY

Commencing on January 1, 2003 the salary of the **SUPERINTENDENT** shall be \$105,000 per annum, payable bi-weekly. On each subsequent July 1 until June 30, 2005, the **SUPERINTENDENT**'s annual salary will be increased by 3%, payable bi-weekly. Therefore, the salary of the **SUPERINTENDENT** shall be established as follows:

7/1/03 = \$108,150

7/1/04 = \$111,400

V. SUPERINTENDENT'S EVALUATION

The **BOARD** shall evaluate and assess in writing the performance of the **SUPERINTENDENT** by June 1st of each year during the term of this contract. This evaluation and assessment shall be reasonably related to the position description of **SUPERINTENDENT** and the goals and objectives for the District for the year in question.

At least once each fiscal year, the **BOARD** of Trustees and **SUPERINTENDENT** shall meet in closed executive session for the purpose of the evaluation of the performance of the **SUPERINTENDENT**. In the event that the **BOARD** determines that the performance of the **SUPERINTENDENT** is unsatisfactory in any respect, it shall describe, in writing, in reasonable detail, specific instances of unsatisfactory performance. A copy of the written evaluation shall be delivered to the **SUPERINTENDENT**. The **SUPERINTENDENT** shall have the right to make a written response to the evaluation. The response shall become a permanent attachment to the **SUPERINTENDENT**'s personnel file. Within thirty (30) days of the delivery of the written evaluation to the **SUPERINTENDENT**, the **BOARD** shall meet with the **SUPERINTENDENT** to discuss the evaluation.

VI. VACATION AND BENEFITS

1. Vacation.

The **SUPERINTENDENT** shall be entitled to twenty-two (22) working days (i.e., Monday through Friday vacation) vacation during each twelve (12) months of employment; advance notice of such to be provided the **BOARD**.*

At least ten of these vacation days must be taken during any of the three school recess periods (Christmas, mid-winter, spring)

Vacation days may not be taken either when school is in session or two (2) weeks prior to the commencement of the school year. There is to be no accumulation of vacation time, nor compensation for unused vacation time, either annually or upon the **SUPERINTENDENT**'s separation of service from the District.

2. **Personal Leave.**

The **SUPERINTENDENT** shall be entitled to two (2) personal leave days per year. For purposes of this provision, personal leave shall be interpreted to mean days taken to attend important personal business or personal affairs which cannot be attended to during non-school days and non-working hours. Unused personal days are not cumulative and cannot be converted to sick or vacation days.

3. **Sick Leave.**

Upon contract execution, the **SUPERINTENDENT** shall be credited with thirty (30) sick leave days for the initial thirty (30) month contract period through June 30, 2005; thereafter, sick leave will accrue at twelve (12) days per annum to a maximum of one hundred-eighty (180) days; there being no compensation for accumulated sick leave if the **SUPERINTENDENT** leaves the District before serving five full years. If the **SUPERINTENDENT** works 5 years she will be paid for 25% of accumulated sick days at 1/220 of her annual salary upon resignation.

4. **Health Insurance.**

The **SUPERINTENDENT** shall be entitled to participate in the family or individual plan, as applicable, of the group health insurance policy adopted by the Board of Education with the costs thereof to be paid by the District during the **SUPERINTENDENT'S** employment with the District.

5. **Disability Insurance**

During the **SUPERINTENDENT**'s employment, the District will pay 100% of the cost of a Disability Insurance policy providing benefits of \$5,833 per month starting on the 91st day. The District will purchase this policy from a company of its choice and the **SUPERINTENDENT** will pay any tax on the economic benefit of the policy.

6. **Dental Insurance.**

The **SUPERINTENDENT** shall be entitled to participate in the dental insurance plan provided by the District with the District to assume 100% of the cost of the individual (or family, as applicable) of said insurance plan during the **SUPERINTENDENT'S** employment with the District.

VII. HOLIDAYS

The **SUPERINTENDENT** shall be entitled to thirteen (13) paid holidays provided that school is not in session on any of said holiday dates; the holidays shall be as follows: Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Day, Presidents' Day, Good Friday, Martin Luther King, Jr. Day, Memorial Day and Fourth of July. If a holiday falls on a weekend, no additional day off will be granted.

VIII. BEREAVEMENT LEAVE

Up to five (5) days may be granted for death in the immediate family. Immediate family shall include: husband or wife, father, mother, son, daughter, brother, sister, grandmother, grandfather, or corresponding "in-law" relatives.

IX. PROFESSIONAL IMPROVEMENT DAYS

The District encourages the continuing professional growth of the

SUPERINTENDENT through her participation, as she might decide, in light of her responsibilities as **SUPERINTENDENT** in:

- (a) the operations, programs and other activities conducted or sponsored by local, state or national school administrator and school board associations;
- (b) seminars and courses offered by public and/or private educational institutions;
- (c) informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the **SUPERINTENDENT's** performance of her professional responsibilities in the District.

To foster such growth, the District shall permit up to five (5) days of release time for the **SUPERINTENDENT** as she deems appropriate to tend to such professional growth activities and to pay for the necessary fees for travel, housing and registration expenses as approved by the District.

The **SUPERINTENDENT** will also be paid a per diem allowance (currently \$75) to cover meals and other appropriate miscellaneous expenses while attending these professional growth activities.

The District shall reimburse the Superintendent for mileage at the IRS rate when she is required to use her personal car in the performance of her official duties as **SUPERINTENDENT**. If the District owns a vehicle it will be made available for use by the **SUPERINTENDENT** for school business.

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, Suffolk County School Superintendents' Association and any other mutually agreed upon professional association.

X. ANNUAL MEDICAL EXAMINATION

The **SUPERINTENDENT** agrees to submit to a medical examination, administered by a physician approved by the **BOARD** once during each twelve (12) month period of her employment with the District and to file a statement with the Clerk of the **BOARD** from the examining physician certifying her physical competency to fulfill her duties and responsibilities as **SUPERINTENDENT** of the District. Such statement shall be treated as confidential information by the **BOARD** and the cost of such annual medical examination shall be paid by the **BOARD**. Such certification shall be specific in nature (general statement to the effect that "patient is in good health" is unacceptable).

XI. INDEMNIFICATION

In addition to those rights provided by law, the **BOARD** agrees to provide legal counsel and to indemnify the **SUPERINTENDENT** against all uninsured financial loss arising from 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 committed while the **SUPERINTENDENT** is acting within the scope of her employment or under the direction of the **BOARD**. Nothing herein contained is intended to or shall have the effect of modifying, varying or changing any rights of the **SUPERINTENDENT** arising out of the laws of the State of New York, including, but not limited to, Education Law §§3023, 3028, 3811, 3813 and Article 18 of the Public Officers Law.

XII. DISCHARGE

Except as otherwise herein provided, the **SUPERINTENDENT** shall not be discharged or disciplined, nor shall she be terminated without just cause, and only for alleged acts of immoral character, incompetency, neglect of duty, misconduct, or

disability impairing the performance of her duties according to the evidentiary standard hereinafter set forth and only following a fair hearing before an impartial hearing officer. In the event a member or members of the **BOARD** seek to terminate this contract, they shall be required to prepare as hereinafter more particularly described, a statement of charges. Prior to the institution of the due process procedure hereinafter described, the said charges shall be reviewed by the entire **BOARD** in a probable cause hearing to be held within five (5) days of the date of the filing of said charges with the District Clerk. The **BOARD** shall be required to review said charges in executive session and determine the sufficiency of evidence respecting said charges. In the event the charges are found to contain sufficient probable cause, then, and only then, the following procedures shall be instituted.

A. Within seventy-two (72) hours of said probable cause determination the **SUPERINTENDENT** shall be served personally with a particularized written statement of said charges against her.

B. An impartial hearing officer shall be selected to make Findings of Fact and Recommendations to the **BOARD** as to discipline, if any, to be imposed. The hearing officer shall be selected by mutual agreement between the **SUPERINTENDENT** and the **BOARD** or, in the event no such agreement is reached within 15 days after the **SUPERINTENDENT**'s receipt of the written charges, by appointment pursuant to Rules and Procedures of the American Arbitration Association ("AAA") established for labor arbitration.

C. The **SUPERINTENDENT** shall have the right to elect a public or private hearing; the right to a minimum of ten (10) days between the service of said charges following probable cause determination and the commencement of any hearing hereunder; the right to be represented by counsel at all stages of said proceedings;

the right to have all testimony taken under oath and the right to present witnesses of her own behalf; the right to question witnesses against her by cross examination; the right to present real and tangible evidence in the form of documents, papers and other evidence.

D. The **BOARD** shall have the burden of proof and the burden of proceeding with regard to the above-described charges and shall be required to prove said charges by a preponderance of the evidence.

E. The **SUPERINTENDENT** shall receive her full pay and benefits as provided by contract until the completion of said hearing and until the final decision of the **BOARD** after its review of said hearing officer's recommendation or upon the passage of three (3) months from date of service of charges (whichever first occurs); however, she may be suspended from the performance of her duties, coincident with the service of charges.

F. The decision of the hearing officer shall contain express findings of fact based solely on the record before the said hearing officer and shall contain conclusions of law as well as the hearing officer's recommendation to the **BOARD** as to guilt or innocence on each of the charges and/or specifications.

G. The **BOARD** shall review the decision of the hearing officer and may accept, reject or modify the same by the adoption of a formal **BOARD** resolution and decision within twenty (20) days of the date of receipt by the **BOARD** of the hearing officer's decision.

H. If the charges against the **SUPERINTENDENT** are not sustained at such hearing or after any appeal therefrom, the **BOARD** shall reimburse the **SUPERINTENDENT** for the actual and necessary attorneys' fees and disbursements incurred by the **SUPERINTENDENT** in the defense of the hearing or appeal therefrom.

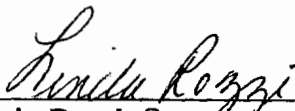
XIII. SEVERABILITY

The invalidity or unenforceability of any provision hereof shall, in no way, affect the validity or enforcement of any other provision.

IN WITNESS WHEREOF, the parties have caused this **AGREEMENT** to be executed on the day and year first above written.

**BOARD OF TRUSTEES, TUCKAHOE COMMON
SCHOOL DISTRICT**

By: 
Robert Gerbereux, President


Linda Rozzi, Superintendent