



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Tuckahoe Common School District and Tuckahoe Superintendent of Schools (1999)**

Employer Name: **Tuckahoe Common School District**

Union: **Tuckahoe Superintendent of Schools**

Local:

Effective Date: **07/01/99**

Expiration Date: **06/30/02**

PERB ID Number: **6335**

Unit Size: **1**

Number of Pages: **14**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School, <http://www.ilr.cornell.edu/>

N^o 6335_06302002

Tuckahoe Common School District
And Tuckahoe Superintendent Of
Schools

629 SD
19360 AD1

SUPERINTENDENT'S CONTRACT

EXECUTIVE DIRECTOR

AGREEMENT made this 18th day of March 1999, 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 **DR. MICHAEL MENSCH**, residing at 51 Driftwood Lane, East Moriches, 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 July 1, 1999 through June 30, 2002 as Superintendent of Schools pursuant to Board of Trustees Resolution dated March 8, 1999; 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 Administrative Officer of the District 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 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 his employment by the **BOARD**, the **SUPERINTENDENT** shall possess and furnish the **BOARD** with a valid and appropriate certificate to act as **SUPERINTENDENT**.

D. The **SUPERINTENDENT** shall devote his full time, skill, labor and attention

to said employment throughout the period of employment; provided, 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, 2000 of this Agreement, and on 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, 2000 (or May 1 of any subsequent year) 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, 2002 or on a subsequent June 30, if this Agreement is not 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 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 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, 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;

(iv) imposed upon or granted to a Superintendent of Schools 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 his 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 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 him 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 July 1, 1999 the salary of the **SUPERINTENDENT** shall be \$107,000 per annum, payable bi-weekly. On each subsequent January 1 and July 1 until June 30, 2002, the **SUPERINTENDENT**'s salary will be increased by 2%, payable bi-weekly. Therefore, the salary of the **SUPERINTENDENT**'s shall be increased as follows:

99-00	Jan. 1, 2000 = \$107,000 + \$2,140 (2%) = \$109,140
00-01	July 1, 2000 = \$109,140 + \$2,183 (2%) = \$111,323
	Jan. 1, 2001 = \$111,323 + \$2,226 (2%) = \$113,549
	July 1, 2001 = \$113,549 + \$2,271 (2%) = \$115,820
	Jan. 1, 2002 = \$115,820 + \$2,316 (2%) = \$118,136

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 mutual evaluation of the performance of the District and 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. The evaluation shall include recommendations as to areas of improvement and all instances where the **BOARD** deems the performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the **SUPERINTENDENT**. The **SUPERINTENDENT** shall have the right to make a written reaction 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 (20) working days (i.e., Monday through Friday vacation) during each twelve (12) months of employment; advance notice of such to be provided the **BOARD**. 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 sixty (60) sick leave days for the initial three (3) year contract period plus two (2) additional years; thereafter, sick leave will accrue at twelve (12) days per annum to a maximum of one hundred (100) days; there being no compensation for accumulated sick leave upon retirement or separation of service of the **SUPERINTENDENT** from the District.

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 as the District's policy with the costs thereof to be paid by the District during the **SUPERINTENDENT'S** employment with the District.

5. **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.

6. **Life Insurance.**

During the **SUPERINTENDENT's** employment, the District will annually pay the **SUPERINTENDENT** \$ 381.00 for the **SUPERINTENDENT's** purchase of at least \$200,000 worth of Term Insurance with the **SUPERINTENDENT** paying any tax on the economic benefit of the policy.

7. **Disability Insurance**

During the **SUPERINTENDENT's** employment, the District will pay 100% of the cost of a Disability Insurance policy providing benefits of \$4,000 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.

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 the 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 his participation, as he might decide, in light of his 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 who particular skills or backgrounds would serve to improve the capacity of the **SUPERINTENDENT's** performance of his professional responsibilities in the District.

In this encouragement, the District shall permit up to eight (8) days of release time for the **SUPERINTENDENT** as he deems appropriate to tend to such professional growth activities and to pay for the necessary fees for travel and subsistence expenses as approved by the District.

X. CONSOLIDATION PROTECTION

If the District is dissolved, annexed to, 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 the position of **SUPERINTENDENT** of the merged district. If this is not possible, then the **BOARD** shall make every reasonable effort to ensure that the **SUPERINTENDENT** is appointed to a position in the merged district which is consistent with the **SUPERINTENDENT**'s education, background, experience, certification and former status and acceptable to the **SUPERINTENDENT**. In either case, the **SUPERINTENDENT** shall be entitled to receive salary, benefits and rights provided for under this AGREEMENT for the balance of the unexpired term hereof.

XI. ANNUAL MEDICAL EXAMINATION

The **SUPERINTENDENT** agrees to submit to a company medical examination, by a physician approved by the **BOARD** once during each twelve (12) month period of his employment with the District and to file a statement with the Clerk of the **BOARD** from the examining physician certifying his physical competency to fulfill his 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).

XII. 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 his 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.

XIII. DISCHARGE

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

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 his own behalf; the right to question witnesses against him by cross examination; the right to present real and tangible evidence in the form of documents, papers and other


XIV. 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 Grisnik, President


MICHAEL MENSCH, Superintendent

c:\kas\tuckahoe\suptagts\menssch.99