

## AGREEMENT

AGREEMENT made this 21<sup>st</sup> day of December, 2018, by and between the BOARD OF EDUCATION, SYOSSET CENTRAL SCHOOL DISTRICT, with offices for the transaction of business located in Syosset, New York (hereinafter referred to as the "DISTRICT") and DR. THOMAS ROGERS, residing at \_\_\_\_\_ (hereinafter referred to as the "SUPERINTENDENT" or "DR. THOMAS ROGERS").

### WITNESSETH:

WHEREAS, the BOARD is desirous of employing DR. THOMAS ROGERS as its SUPERINTENDENT of SCHOOLS for the term of employment more particularly set forth herein, and

WHEREAS, DR. ROGERS desires to serve as SUPERINTENDENT of SCHOOLS for the SYOSSET CENTRAL SCHOOL DISTRICT; and,

WHEREAS, DR. THOMAS ROGERS was appointed SUPERINTENDENT of SCHOOLS pursuant to the terms and provisions of Section 1711 of the Education Law of the State of New York, effective July 1, 2014.

NOW, THEREFORE, in consideration of the agreements hereinafter set forth and other good and valuable consideration, it is agreed:

1. Term of Employment.

The SUPERINTENDENT'S term of employment shall commence on July 1, 2019 and shall continue to and until the 30th day of June, 2023, unless sooner terminated or extended as set forth herein.

2. Superintendent's Duties and Responsibilities.

a. DR. THOMAS ROGERS, as SUPERINTENDENT of SCHOOLS, shall be Chief Administrative Officer of the SYOSSET CENTRAL SCHOOL DISTRICT (hereinafter referred to "DISTRICT") and shall have the power and obligation to perform all those duties and to accept all those responsibilities as are:

(i) Imposed upon or granted to a Superintendent of Schools by the Education Law of the State of New York, other statutes of the State of New York, or the Rules and Regulations of the Commissioner of Education or Board of Regents, including any amendments or successor statutes thereto;

- (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 course of study and curriculum, public relations, personnel management and labor relations.
- b. Without limiting the foregoing, the BOARD acknowledges that as SUPERINTENDENT, DR. THOMAS ROGERS shall have the following specific authority, rights and responsibilities.
- (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, including the authority to initiate and approve all transfers of DISTRICT staff from one job assignment to another, subject to the approval of the BOARD;
  - (ii) To supervise and direct associate and assistant superintendents, directors, supervisors, coordinators, department heads, principals, teachers, civil service employees and all other persons employed in either the business management or the instructional activities of the DISTRICT;
  - (iii) To effectuate the policies of the BOARD and be accountable in connection therewith to the BOARD;
  - (iv) To keep the BOARD advised of all matters concerning the administration and operations of the District; and
  - (v) To make recommendations to the BOARD as a pre-requisite to the appointment or termination of employment of both instructional and non-instructional employees, including any extensions of a probationary employee's probationary period.

- c. The SUPERINTENDENT shall receive notice of and shall attend and participate in any and all meetings of the BOARD, including but not limited to, executive sessions, work sessions, regular Board meetings, and special Board meetings, provided however that the BOARD may exclude the SUPERINTENDENT from any and all meetings of the BOARD that relate to discussions regarding, or consideration of, his job performance, contract (including remuneration and other terms), or the selection of a successor.
- d. The BOARD may, from time to time, with the SUPERINTENDENT'S consent, prescribe additional duties and responsibilities. If additional duties and responsibilities are assigned, the same shall be in character and consistent with the position of SUPERINTENDENT of SCHOOLS.
- e. Consistent with and pursuant to Education Law Section 211-b (5) (a), the SUPERINTENDENT will cooperate fully with any distinguished educators appointed by the Commissioner of Education.

3. Certification & Citizenship.

The SUPERINTENDENT shall possess a valid certificate to act as a Superintendent of Schools in the State of New York during the term of his employment with the District. The failure of the SUPERINTENDENT to hold and maintain a valid certificate to act as a Superintendent of Schools in the State of New York shall be cause for the immediate termination of this Agreement and the employment of the SUPERINTENDENT. The SUPERINTENDENT has presented the BOARD with proof of U.S. Citizenship.

4. Compensation.

Effective July 1, 2019 the SUPERINTENDENT'S annual salary shall be TWO HUNDRED AND EIGHTY-EIGHT THOUSAND, EIGHT HUNDRED AND SEVENTY-NINE DOLLARS (\$288,879.00) per year. The SUPERINTENDENT shall be paid in equal installments bi-weekly, less any withholding or other applicable deduction. The salary for any year commencing thereafter shall be determined as follows: On or about June 1st of each year, the BOARD and the SUPERINTENDENT shall meet to discuss what appropriate salary increase (and/or other forms of compensation and/or modification of benefits), if any, shall be made to the salary, benefits and other compensation provided by this Agreement. The decision of the BOARD shall be communicated to the SUPERINTENDENT on or about each June 30th, during the term of this Agreement.

5. Work Year.

The SUPERINTENDENT shall work the full year, except that the SUPERINTENDENT shall not be required to work on those days designated as holidays as indicated on the DISTRICT'S "12 month" calendar. During the Winter, February and Spring recess periods the SUPERINTENDENT shall report to work on days that the Central Office remains open in accordance with the DISTRICT'S "12 month" calendar, when in his judgment it is necessary to do so to attend to DISTRICT business.

6. Benefits.

In addition to the annual compensation specified in Section 4 of this Agreement, the SUPERINTENDENT shall be entitled to receive the following enumerated benefits:

a. Vacation.

- i. During each year of this Agreement, the SUPERINTENDENT shall be credited with thirty (30) days of vacation leave on July 1st. These days are to be taken at the request of the SUPERINTENDENT upon prior notice to the BOARD. The SUPERINTENDENT shall seek BOARD approval when five (5) or more days are requested to be taken. It is acknowledged that as of the date of execution of this agreement the SUPERINTENDENT has twenty-two and a half (22.5) accumulated vacation days standing to his credit arising from his prior service to the District.
- ii. The SUPERINTENDENT shall not be permitted to accumulate or carry over unused vacation days from year to year. However, in each year of this Agreement, on or about May 1<sup>st</sup>, in the event that the SUPERINTENDENT was unable to utilize all of his vacation leave due to the press of District business, he shall be entitled to receive the cash equivalent of up to five (5) unused vacation days at a per diem rate of 1/240<sup>th</sup> of his then annual rate of pay. The SUPERINTENDENT may elect to contribute the sums payable to him pursuant to this provision into an elective 403(b) and/or 457 account to the maximum employee elective limits permissible under law. Once vacation days are surrendered for cash value, said days may not be used.

b. Sick Leave Days.

- i. Beginning on July 1, 2019, the SUPERINTENDENT shall earn fifteen (15) sick days per year.
- ii. The SUPERINTENDENT shall be permitted to accumulate unused sick days from year to year to a maximum accumulation of one hundred and eighty (180) days. Upon his separation from the DISTRICT he shall not be paid the cash value of any sick leave days that remain standing to his sick leave account. It is acknowledged that as of the date of execution of this agreement the SUPERINTENDENT has sixty-three and one half (63.5) accumulated sick leave days standing to his credit arising from his prior service to the District.

c. Personal Days.

The SUPERINTENDENT shall be entitled to five (5) personal days each year for use for personal business which requires his presence during the work day. Said days may not be accumulated. Prior reasonable notice of use of said days shall be given to the BOARD President. Said days may also be utilized for bereavement purposes, in which event additional leave may be extended in the discretion of the BOARD upon exhaustion of the SUPERINTENDENT's personal leave day account. It is acknowledged that as of the date of execution of this agreement the SUPERINTENDENT has five (5) accumulated sick leave days standing to his credit arising from his prior service to the District.

d. Jury Duty.

The SUPERINTENDENT, if required to serve as a juror, shall be paid full salary, without loss of sick or personal leave, during the period of civic obligation. He shall endeavor to schedule such duty during periods when school is not in session by making appropriate application therefore upon receipt of initial notice of jury duty.

e. Health Insurance.

- i. Coverage during employment: During the term of his employment, the SUPERINTENDENT shall pay twenty-two (22%) percent of individual or family health care premium costs.

- ii. Excess Major Medical Insurance: During the term of his employment, the SUPERINTENDENT shall be permitted to enroll in the DISTRICT'S Excess Major Medical Plan at his own cost and expense.
- iii. Health Coverage in Retirement: The District shall afford the SUPERINTENDENT individual or family health insurance coverage upon resignation for the purpose of retirement from the DISTRICT and subsequent contemporaneous retirement and receipt of retirement income from the New York State Teachers Retirement System, provided that he has served for a minimum of ten (10) years as SUPERINTENDENT. The SUPERINTENDENT shall be required to contribute the same percentage of the premium cost that is applicable on the last day of his active employment with the District for the continuation of individual or family coverage (whichever is in effect at the time of resignation) in retirement.
- iv. Long Term Care Insurance: The DISTRICT shall provide the SUPERINTENDENT long term health care insurance and agrees to pay an annual premium for such coverage not to exceed eighteen hundred (\$1,800.00) dollars.

f. Physical Examination.

The SUPERINTENDENT shall be reimbursed for reasonable costs of an annual medical physical examination which are not covered by insurance.

g. Dental Insurance.

The BOARD will provide individual or family dental care benefits to the SUPERINTENDENT under the District's dental care program.

h. Disability Income Benefit.

The District shall assume the full premium cost for long-term disability benefits commencing after the six (6) months following the initiation of any disability, providing a total disability income of 66 2/3% of the Superintendent's income to age 65, subject to the terms of the long-term disability plan maintained by the District. The amount provided to the SUPERINTENDENT will be reduced by any Social Security, New York State Retirement System, or Worker's Compensation disability benefits the SUPERINTENDENT receives. Not included in the offset will be any settlement received by the SUPERINTENDENT for loss of a limb or other permanent loss. Additionally, the

amount paid by the District will be reduced by any other statutory benefit providing for replacement income, to the extent that the statutory benefit and the District's contributions will otherwise have exceeded the employee's salary in effect on the date that the disability began. In the event the aforesaid benefits cannot be obtained through the long-term disability plan maintained by the District, the SUPERINTENDENT shall be reimbursed up to \$2,500 of premium paid by him for a disability insurance plan procured by him privately, upon the presentation of a paid premium invoice from the insurer issuing the coverage to him for disability insurance.

i. Term Life Insurance.

The district will contribute 100% of the premiums towards the purchase of a term life insurance policy, in the face amount of two times the SUPERINTENDENT'S annual salary, at standard rates. (In the event that a life insurance policy cannot be obtained at standard rates, the obligation of the District to provide such policy shall be vitiated.)

j. Attendance at Conferences.

The SUPERINTENDENT shall be encouraged to attend conferences and workshops and to engage in other educational activities that bring professional growth opportunities, without charge to leave days or vacation provided that the prior written approval of the BOARD shall have been obtained. Additionally, reasonable costs incurred during attendance at conferences, including transportation, lodging, meals and the like, shall be reimbursed to the SUPERINTENDENT, provided appropriate District vouchers are submitted to the District, and provided that the prior written approval of the BOARD of an estimate of expenses provided by the SUPERINTENDENT to the BOARD shall have been obtained. The foregoing shall also apply to travel for DISTRICT related business.

k. Professional Organizations.

It is understood and agreed that the BOARD will pay the SUPERINTENDENT'S dues in the following three indicated professional and/or local service organizations: (1) the New York State Council of School Superintendents; (2) the Nassau County School Superintendents Association; and (3) the American Association of School Administrators.

l. Mileage.

The SUPERINTENDENT shall be reimbursed at the Internal Revenue Code mileage deduction rate for the use of his vehicle for DISTRICT business. The SUPERINTENDENT shall not be reimbursed for travel to/from his home and his DISTRICT office. He shall not be reimbursed for travel within Nassau County.

However, he shall be reimbursed for travel from his home to a location outside of Nassau County where he is required to perform his services for the DISTRICT.

7. Inability to Perform.

Should the SUPERINTENDENT be unable to perform the essential functions of his duties, with or without reasonable accommodation, by reason of disability (arising from illness, accident or other source beyond his control), the BOARD may, at its option, terminate this Agreement whereupon the respective duties, rights and obligations herein shall terminate, except that the BOARD agrees to continue payment for any sick leave or vacation days then standing to the SUPERINTENDENT'S credit along with applicable long term disability benefits as hereinbefore provided. "Disability" shall mean a physical or mental incapacity that prevents the SUPERINTENDENT from performing the essential functions of his position with the DISTRICT for a period of six (6) months, whether or not consecutive, occurring within any period of twelve (12) consecutive months as determined by the following procedure: The SUPERINTENDENT agrees to submit to medical examinations by a licensed healthcare professional selected by the District, in its sole discretion, to determine whether a disability exists. In addition, the SUPERINTENDENT may submit to the District documentation of a disability, or lack thereof, from a licensed healthcare professional of his choice. Following a determination of a disability or lack of disability by the District's or the SUPERINTENDENT'S healthcare professional, the other party may submit subsequent documentation relating to the existence of a disability from a licensed healthcare professional selected by such other party. In the event that the medical opinions of such licensed healthcare professionals conflict, such licensed healthcare professionals shall appoint a third licensed healthcare professional to examine the SUPERINTENDENT, and the opinion of such third licensed healthcare professional shall be dispositive.

8. Indemnification and Legal Representation.

In addition to those rights provided by law, the BOARD agrees to select and provide legal counsel and to indemnify the SUPERINTENDENT against all uninsured financial loss arising out of 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 to the extent permitted by law. This obligation shall supplement and be in addition to any rights which the Superintendent may have arising under the laws of the State of New York including, but not limited to, Education Law §§3023, 3028, 3811, 3813 and Section 18 of the Public Officers Law. The BOARD shall not be obligated to indemnify the SUPERINTENDENT or to provide legal counsel for him unless the SUPERINTENDENT shall, within five (5) days of the time he was served with any summons, complaint,



process, notice, demand or pleading, deliver the original, or an accurate copy thereof, to the District Clerk.

9. Termination.

The BOARD shall have the right to terminate this contract for just cause pursuant to the following procedure. In such event, the BOARD shall be required to prepare a statement of charges:

- i. The SUPERINTENDENT shall be served personally with a particularized written statement of said charges against him. Prior to 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;
- ii. A list of three (3) impartial independent hearing officers shall be selected by the DISTRICT. The SUPERINTENDENT shall select one hearing officer within ten (10) business days of receipt of the aforesaid list, failing which the hearing will proceed with a hearing officer selected by the DISTRICT from said list. All expenses of the hearing officer shall be paid by the DISTRICT;
- iii. The hearing shall be private or public at the option of the SUPERINTENDENT. The SUPERINTENDENT shall have the right to seek document discovery and access to relevant DISTRICT records with respect to the charges, to the extent authorized by the appointed hearing office; the right to be represented by counsel at all stages of said proceeding; the right to have all testimony taken under oath and the right to present witnesses on 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 such evidence, to the extent deemed relevant and material to the hearing officer; and the right to receive without cost an accurate written transcript of each day of the proceedings as recorded by a certified court stenographer;
- iv. The BOARD shall have the burden of proof and the burden of proceeding with regard to the above described charges

and hearing, and shall be required to prove said charges by a preponderance of evidence;

- v. The BOARD shall be permitted to suspend the SUPERINTENDENT from the performance of his duties coincident with the service of charges. During the pendency of any suspension, the SUPERINTENDENT shall receive his full pay and benefits as provided by this contract;
- vi. 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 as to guilt or innocence on each of the charges and/or specifications thereto. The findings of fact and recommendation of the hearing officer shall be reviewed by the BOARD which shall render its final determination within thirty (30) days of receipt of the hearing officer's findings of fact and recommendation. The BOARD may accept or reject in whole or in part the findings of fact and recommendation of the hearing officer in making its final determination; and
- vii. The SUPERINTENDENT may appeal the decision of the hearing officer in court pursuant to Article 78 or Article 75 of the Civil Practice Law and Rules of New York State.

10. Renewal of Agreement.

- a. The BOARD shall twelve (12) months prior to the expiration of this Agreement, as the same may be periodically extended, serve written notice of intention to renew or not to renew the appointment of the SUPERINTENDENT, so that he may have ample opportunity to seek other employment. Should the BOARD propose renewal of the appointment and this Agreement, the Superintendent shall give the BOARD written notice of his intention regarding renewal of this Agreement within ten (10) days following the tender of the aforesaid notice to him by the BOARD. (Alternatively, the SUPERINTENDENT may elect to give notice of his request for renewal twelve (12) months prior to the expiration of this Agreement.)
- b. The SUPERINTENDENT shall give the BOARD at least twelve (12) months' notice of his intent to terminate this Agreement at any time during its term prior to expiration.

11. Performance Evaluation.

The BOARD shall devote at least a portion of one executive session meeting during the month of May in each year of the SUPERINTENDENT'S employment to an evaluation of his performance and his working relationship with the BOARD. The evaluation shall be based upon written performance criteria, procedure and evaluative forms mutually agreed upon by the parties, which criteria, procedure and forms shall be established on or before September 10, 2014 and which may be modified upon agreement of the parties thereafter. Notwithstanding the failure of the parties to agree upon the aforesaid criteria, procedure and forms by said date, the BOARD shall prepare the annual evaluation of the SUPERINTENDENT based upon its own review of the SUPERINTENDENT'S performance for each year of this Agreement which may be modified thereafter by the BOARD. The BOARD, individually and collectively, shall promptly and discreetly refer to the SUPERINTENDENT, substantial criticisms, complaints, or comments regarding the SUPERINTENDENT'S performance of his duties.

12. Other Work.

The SUPERINTENDENT shall devote his full time, skill, labor and attention to the discharge of his duties as SUPERINTENDENT during the term of this Agreement. However, with prior approval of the Board President, he may undertake speaking engagements, writing, lecturing, or other professional duties, obligations and activities so long as such activities do not interfere with the full and faithful discharge of the SUPERINTENDENT duties or written responsibilities as specified herein, or with DISTRICT policy.

13. Entire Agreement.

This Agreement contains the entire understanding of the parties. This Agreement shall continue in full force and effect for the term expressed herein unless otherwise terminated, modified or extended in accordance with its provisions or by an agreement in writing by the parties. The language of all parts of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against either party, regardless of who drafted it.

14. Severability.

If any provision of this Agreement is determined to be contrary to law, unenforceable or ineffective, it is understood and agreed that such provision shall be deemed deleted and the balance of this Agreement without such deleted provision, if otherwise lawful, shall remain in full force and effect. If any such deleted provision involves compensation or a money benefit, the undersigned parties agree to negotiate

as part of this Agreement in place of such deleted provision, a substitute of comparable value thereto, and in the event of an impasse exceeding forty-five (45) days, either party hereto may submit the issue for final disposition to arbitration by the American Arbitration Association pursuant to its rules, which Association shall be empowered to make an award of comparable value or compensation that reasonably implements the intent of the parties under the deleted provision.

15. No Waiver.

Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of such term, covenant or condition nor shall any waiver or relinquishment of any right or power hereunder at any time be deemed a waiver or relinquishment of such right or power at any other time or times.

16. Applicable Law.


This Agreement has been entered into and shall be governed under and in accordance with the laws of the State of New York without reference to that state's conflict of laws rules.

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

BOARD OF EDUCATION  
SYOSSET CENTRAL SCHOOL DISTRICT

Dated: 12/26/18

By: \_\_\_\_\_

  
TRACY FRANKEL  
President, Board of Education

Dated: \_\_\_\_\_

12/21/18

  
DR. THOMAS ROGERS  
Superintendent of Schools