

SPACKENKILL UNION FREE SCHOOL DISTRICT

SUPERINTENDENT'S CONTRACT

THIS AGREEMENT made this 12 day of December 2016, by and between the BOARD OF EDUCATION OF THE SPACKENKILL UNION FREE SCHOOL DISTRICT, with principal offices at 15 Croft Road, Poughkeepsie, New York, 12603 (hereinafter referred to as the BOARD), and DR. MARK VILLANTI, residing at 70 Wilbur Boulevard, Poughkeepsie, New York, 12603 (hereinafter referred to as the SUPERINTENDENT). This agreement shall supersede any previous agreement between the parties.

WITNESSETH:

1. The SUPERINTENDENT's term of employment shall be for a period commencing January 18, 2017 and terminating on June 30, 2020, unless sooner terminated pursuant to this Agreement.

2. The SUPERINTENDENT of Schools shall be the Chief Administrative Officer of the District and shall perform all of the duties and accept all of the responsibilities usually required of a SUPERINTENDENT of Schools in this District or similar districts pursuant to the provisions of the laws of the State of New York, including Education Law §1711. The SUPERINTENDENT also agrees to perform all the services and duties imposed by the rules and regulations of the BOARD that are not inconsistent with the previous sentence, and such other services and duties usually performed by a SUPERINTENDENT of Schools in said District or a similar district as shall, from time to time, be delegated to the SUPERINTENDENT by the BOARD, and to meet all reasonable and proper requirements of the BOARD. The SUPERINTENDENT shall be

responsible for effectuating the policies of the BOARD of Education and shall be accountable in connection therewith to the BOARD of Education of the District and shall, subject to the authority of the BOARD:

(a) Administer and supervise the District within the framework of the policies of the BOARD.

(b) Make recommendations on curriculum planning, or revision of curriculum to the end that policies and procedures of the BOARD may be implemented.

(c) Keep the BOARD reasonably advised of all matters concerning the administration of the District with particular emphasis on matters relating to discipline, personnel relations, and finances.

(d) Make recommendations to the BOARD as to organization and/or reorganization of the administration of instructional programs, business affairs, and administrative staff of the District, to best meet the needs of the District.

(e) Be responsible for recruiting both teaching and non-teaching personnel for vacancies and conduct interviews and make investigations of applicants for such positions.

(f) Recommend to the BOARD professional candidates to be recommended for appointment, tenure, and dismissal.

(g) Prepare the notice of an agenda for all meetings of the BOARD and the committees thereof, together with information, comments, and recommendations when requested by the BOARD, or committees thereof, and/or when deemed appropriate in the judgment of the SUPERINTENDENT of Schools.

(h) Carry out the duties set forth in Section 1711 of New York State Education Law, as amended or superseded.

(i) The SUPERINTENDENT shall have the authority to initiate and approve transfers of supervisory, administrative, instructional and non-instructional personnel from one school building to another or from one grade of a course of study to another grade in such course of study, and the authority to initiate and approve transfers of District staff from one job assignment or place of employment to another.

(j) The SUPERINTENDENT will, in general, perform extra duties appropriate to the position of SUPERINTENDENT of Schools as the BOARD may legally authorize or direct.

(k) Consistent with and pursuant to Education Law §211-B(5)(a), the SUPERINTENDENT shall cooperate fully with any distinguished educators appointed by the Commissioner of Education.

(l) The BOARD may prescribe additional duties, responsibilities, rights and authorities for the SUPERINTENDENT provided that the BOARD shall not:

(i) assign duties or responsibilities to the SUPERINTENDENT that are inconsistent with those normally associated with the position of the SUPERINTENDENT of Schools;

(ii) assign duties or responsibilities to the SUPERINTENDENT without, at the same time, granting to the SUPERINTENDENT the additional rights and authorities which are reasonably necessary to carry out those duties and responsibilities.

3. In consideration of this Agreement and the proper performance by the SUPERINTENDENT of his duties as herein provided, the BOARD agrees to pay to the SUPERINTENDENT for the school year ending June 30, 2017 a prorated annual salary ("annual" meaning a school year of July 1st to the next June 30th) of One Hundred Ninety Five Thousand Dollars (\$195,000.00). In each school year thereafter, for the duration of this contract, the SUPERINTENDENT shall receive an increase to his gross annual salary based on the Consumer Price Index utilized for the establishment of the New York State Property Tax Cap for school districts, which shall, in no event, be lower than 0% or higher than 2%.

4. The BOARD and the SUPERINTENDENT shall work collaboratively to create an evaluation tool to be used to evaluate and assess the performance of the SUPERINTENDENT, which shall be conducted at least once in each school year. The BOARD has the final authority with respect to the evaluation tool.

In addition, the BOARD and the SUPERINTENDENT shall work collaboratively to establish performance goals for each year for the SUPERINTENDENT, which shall be approved by the BOARD.

5. In addition to the said annual salary, the BOARD shall pay, provide or make available to the SUPERINTENDENT during the term hereof, the following (all benefits payable or accruing hereunder shall be prorated for any year of service less than July 1st through July 30th):

(a) Twenty-five (25) working days of vacation for each school year of service. Said allotment shall be exclusive of legal holidays, but inclusive of all recess periods as set forth on the official school calendar for each school year. Normally, each vacation

day taken uses one vacation unit. However, the SUPERINTENDENT may use vacation units during Christmas recess, winter recess, and/or spring recess and will be charged for one-half (.5) unit per day of vacation up to five (5) vacation units during these periods. Beyond five (5) vacation units will be charged at the normal rate of one (1) vacation unit used per day of vacation. Unused vacation days are cumulative up to a maximum of eighty (80) working days. There will be no payout for unused vacation leave upon separation of employment.

(b) Eighteen (18) days of sick leave for personal illness during each school year. Unused sick days are cumulative from year to year, but shall have no payout value.

(c) Four (4) personal leave days during each school year, not charged against sick leave, and none of which are cumulative or eligible for payout. Personal leave may be used for religious holidays and personal business that can only be carried out during normal business hours. The SUPERINTENDENT shall not have to disclose the exact nature of the business to be conducted. The BOARD may grant reasonable leave time beyond the four (4) days to the SUPERINTENDENT for such purposes as illness in the immediate family, bereavement, attendance at professional meetings, and specific personal business that cannot be done outside the school day. Such requests shall be made as far in advance as is reasonably possible with the reasons stated.

“Immediate family” is defined as mother, father, spouse, son, daughter, sister, brother, immediate in-laws, domestic partner, aunt, uncle, grandmother, grandfather, and all relatives of the SUPERINTENDENT residing with the SUPERINTENDENT.

(d) The DISTRICT shall pay the full cost of the premiums for the SUPERINTENDENT and his dependents' participation in the DISTRICT's Vision and Dental Plans.

(e) The SUPERINTENDENT is authorized to incur reasonable expenses in the discharge of his duties, including but not limited to expenses for travel and lodging, attendance at professional conferences and meetings, and similar items related to his employment. Approval of the BOARD will be required.

(f) The BOARD shall pay for membership fees/annual dues for NYSCOSS, AASA, and Rotary, and annual dues for other professional organizations related to the SUPERINTENDENT's responsibilities, up to an amount not to exceed Two Thousand Five Hundred Dollars (\$2,500.00) annually.

6. The SUPERINTENDENT acknowledges that he has been offered to participate in the District's health insurance program but has declined such coverage, and understands that he shall not be eligible for a buyout. Additionally, the SUPERINTENDENT shall not be eligible for retiree health insurance. Furthermore, as the SUPERINTENDENT is a retired individual over the age of 65, the BOARD will not make a contribution under the Teachers' Retirement System on the SUPERINTENDENT's behalf unless otherwise required by law.

7. The SUPERINTENDENT shall, throughout the term of this Agreement, hold a valid certificate to act as a SUPERINTENDENT of Schools in the State of New York.

8. The SUPERINTENDENT shall devote his full time, skill, labor and attention to the discharge of his duties during the term of this Agreement; provided, however, that he may undertake consultative work, speaking engagements, writing, lecturing or other

professional duties, obligations and activities, with or without remuneration, so long as such activities do not interfere with the full and faithful discharge of the SUPERINTENDENT's duties and responsibilities as specified herein and only with the agreement of the BOARD which agreement shall not be unreasonably withheld.

9. The BOARD, individually and collectively, shall promptly and discreetly refer to the SUPERINTENDENT for his study and recommendation, any and all criticisms, complaints, suggestions, communications, or comments regarding the administration of the District or SUPERINTENDENT's performance of his duties. The SUPERINTENDENT shall have a right to attend all BOARD meetings and to speak on all matters before the BOARD, except that a BOARD meeting may take place without the presence of the SUPERINTENDENT, and the SUPERINTENDENT does not have a right to attend a BOARD meeting during which the SUPERINTENDENT's performance is discussed. The SUPERINTENDENT shall also have the right to attend any BOARD or Citizens' Committee meetings.

10. Either party may terminate this Agreement upon ninety (90) days' written notice to the other party of its intent to terminate. In the event the BOARD exercises its right to terminate this Agreement, all payments of salary and benefits hereunder shall cease upon the day of termination.

11. The BOARD shall provide the SUPERINTENDENT with the benefits conferred under Public Officer's Law §18. The SUPERINTENDENT shall forward any summons, complaint or other notice within which he is served by the District Clerk within five (5) days of receipt. Counsel shall be designated by the BOARD or its insurance carrier. This

provision shall extend beyond the termination of the contract for causes of action covered under Public Officer's Law §18.

12. This Agreement and all of its provisions shall be construed and interpreted in accordance with the laws of the state of New York.

13. Should any provision, term, condition, paragraph, phrase or portion of this Agreement be held or found void or illegal, the balance of the Agreement shall remain in full force and effect.

14. The failure of either party at any time to require the performance by the other party of any of the terms, conditions, provisions or agreements set forth herein shall in no way affect the right thereafter to enforce the same, nor shall the waiver by either party of any breach of any of the terms, conditions, provisions or agreements be construed as a waiver of any succeeding or subsequent breach.

15. This Agreement constitutes the full and complete Agreement between the parties except as it may be modified by a signed written agreement between them, and shall not be subject to oral modification, nor shall parole evidence be admissible to establish any oral modification thereof. This Agreement shall supersede any prior employment contract between the SUPERINTENDENT and the BOARD.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

BOARD OF EDUCATION
SPACKENKILL CENTRAL SCHOOL DISTRICT

By: _____

THOMAS KEITH, Board President

DR. MARK VILLANTI

Board of Education,

Approved: 12/12/16