

Approved @ 06/27/2023 BOE Meeting

**EMPLOYMENT AGREEMENT
BETWEEN
SAUGERTIES CENTRAL SCHOOL DISTRICT
AND
DAN ERCEG**

AGREEMENT made this 28 day of June, 2023, between the BOARD OF EDUCATION OF THE SAUGERTIES CENTRAL SCHOOL DISTRICT, a municipal corporation of the State of New York with its principal office at 310 Washington Avenue Ext., Saugerties, New York (hereinafter called the "District") and DR. DAN ERCEG, (hereinafter called the "Superintendent" or "DR. Erceg").

WITNESSETH:

That it is hereby agreed as follows:

1. The District hereby employs Dan Erceg as Superintendent of Schools of the District, to perform the duties of that position as prescribed by and subject to the laws of the State of New York, together with such other duties as the District may require of the Superintendent from time to time, for a period of five (5) years, commencing on June 28, 2023 and ending close of business on June 27, 2028.

2. The Superintendent shall be the Chief Executive Officer of the District and shall perform all of the duties and accept all of the responsibilities usually required of a Superintendent in this District or similar districts pursuant to the provisions of the laws of the State of New York. The Superintendent also agrees to perform all the services and duties imposed by the rules and regulations of the District's Board of Education ("Board") and such other services and duties usually performed by a Superintendent 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. Without limiting the foregoing, the Superintendent shall be responsible

for effectuating the policies of the Board and shall be accountable in connection therewith to the Board and shall act as follows:

(a) The Superintendent shall:

(i) Administer and supervise the District within the framework of the policies of the Board;

(ii) Work cooperatively with the Board, and establish annual goals and objectives for the District;

(iii) Be responsible for managing District activities so as to maintain and improve the quality of the District through continuous school improvement initiatives.

(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 advised of all matters concerning the administration of the District with particular emphasis on matters relating to discipline, personnel relations, finances, and academic performance, and progress towards achieving the Board's annual goals.

(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 which seems 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.

(h) The Superintendent shall be notified of and shall have the right to attend all meetings of the Board, including executive sessions of the Board, except that the Board may exclude the Superintendent from any portion of a meeting during which they are discussing his performance or salary. The Board will, individually and collectively, bring issues or complaints to the Superintendent for study and recommendation.

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

(j) 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 or 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, subject to the limitations, if any, in applicable collective bargaining agreements.

(k) The Superintendent will, in general, perform extra duties appropriate to the position of Superintendent as the Board may legally authorize or direct.

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 which are inconsistent with those normally associated with the position of the Superintendent;

(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.

(l) The Superintendent shall ensure full cooperation with any distinguished educator appointed by the Commissioner of Education pursuant to Section 211-c of the Education Law.

3. (a) For the 2022-2023 and 2023-2024 school years, the Superintendent's annual base salary shall be One Hundred Ninety-Five Thousand and 00/100 Dollars (\$195,000) and is to be paid in equal installments in accordance with the method used to pay other District administrative employees. In each contract year thereafter, the salary shall be increased by 2 %, effective July 1st. The Board shall have the discretion to award an annual salary increase in excess of 2% should it so elect. The annual salary shall be pro-rated for less than a full year of service in the position of Superintendent.

(b) The Superintendent shall be entitled to participate in the tax sheltered annuity program provided by the District. The District shall make an Employer contribution of \$500 monthly to the Superintendent's 403(b) fund provided such contribution is allowed under IRS regulations. The Superintendent may elect to make additional contributions.

(c) The District shall pay 88% of the cost of the premiums for health and 100% of the dental insurance for whichever of the individual, two person (if available), or family plans the Superintendent is eligible. The health and dental plans are those offered by the District to other District employees. If the Superintendent is otherwise health insured, he may opt out of the District health insurance program and receive a buyout payment of \$1,500 annually. Such payment shall be made in two installments: one on or before November 1 and one on or before April 1. Re-entry

into the District insurance plans shall be allowed at any time subject to the posted insurance plan rules.

(d) The District shall provide retiree health insurance to the Superintendent provided he: (a) completes at least five (5) years of service with the District; and (b) he retires from the District in accordance with the requirements of the New York Teachers' Retirement System. The District shall pay 88% of the cost of the premiums for health insurance in retirement for whichever of the individual, two person (if available), or family plan the Superintendent is eligible.

(e) The District shall annually make the maximum allowable family contribution into the Superintendent's flex spending account for healthcare related costs on July 1 of each school year, provided such contribution is allowable under IRS regulations. The contribution shall be pro-rated for service of less than a full year.

(f) In addition, the District will:

(i) Reimburse the Superintendent for mileage for use of his personal automobile for business use pursuant to the IRS rate, except commuting to and from work, provided he submits an itemized log of such travel.

(ii) Pay the Superintendent's annual professional dues for membership in up to three (3) professional organizations of his choosing.

(iii) Provide the Superintendent with paid time off for all holidays listed in the school calendar. The Superintendent is expected to work during school recess periods, unless he elects to utilize vacation time. In the event school is cancelled as a result of snow, the Superintendent shall be entitled to work from home.

(iv) Within budgetary appropriations, the Superintendent is authorized to incur reasonable expenses in the discharge of his duties, including but not limited to expenses for travel, meals and lodging, attendance at professional conferences, and meetings and similar items related to his employment, which occur outside of the District's boundaries. The Board will pay or reimburse the Superintendent for all such reasonable and customary expenses, upon presentation, within the budget year, of an itemized account of such expenditures. Any conference attendance exceeding the budgeted amount shall require prior approval of the Board.

(v) Provide the Superintendent with a mentor for the 2023-2024 school year at a cost to the district after BOCES aid not to exceed \$5,000 annually. The Superintendent shall have input as to the selection of the mentor. Any agreement with a mentor shall be in the form of a contract approved by the Board of Education.

4. The Superintendent shall be entitled to twenty (20) days of vacation per contract year, which will be awarded on July 1 of each year. Vacation days shall be taken during the contract year in which such days are credited, except that any vacation days not used, up to a maximum of ten (10) days per fiscal year, may be sold back by the Superintendent each fiscal year at 1/240th of his then present salary. Unused vacation days shall be cumulative from year to year up to a maximum of forty (40) days provided that the Superintendent may never hold more than 60 vacation days at one time.. Upon the Superintendent's retirement from the District in accordance with the requirements of the New York Teachers' Retirement System, the Superintendent will be paid for a maximum of forty (40) accumulated vacation days at his per diem rate as of the date of retirement. Should the Superintendent retire from the District during a school year, any vacation days credited on the preceding July 1st shall be prorated for purposes of

the Superintendent's payout. Upon commencement of this agreement, the Superintendent shall be credited with his existing vacation day bank of 26.5 days.

5. The Superintendent shall be credited with 63.75) sick leave days upon commencement of his employment with the District. Thereafter, the Superintendent shall be credited with 1.25 sick days per month. Sick leave may be used for illness or injury to the Superintendent or a member of his immediate family. "Immediate family" shall be defined for purposes of this section as spouse and children. Unused sick leave days may be accumulated by the Superintendent from year to year up to a maximum of two hundred twenty (220) days. Upon separation from employment, there shall be no payout for unused accumulated sick days.

6. The Superintendent shall be entitled to five (5) days personal leave per year, without deduction in pay for such days where it is needed to perform personal duties which cannot be performed during regular business hours. Unused personal leave days shall be rolled into his sick day bank. There shall be no payout for unused personal leave days upon separation from employment.

7. Prior to the use of his vacation time, sick leave time, or personal time, the Superintendent shall report the use of such leave time to the Board of Education President and to the District's Business Official for tracking purposes.

8. The Superintendent shall be entitled to five (5) work days of bereavement leave for the death of a spouse, child, parent, sibling or corresponding in-law, grandchild, or member of the immediate household.

9. It is agreed that the Superintendent will furnish throughout the life of this contract a valid and appropriate New York State Certificate to act in the assigned position. The Superintendent agrees to devote his full time, skill, labor and attention to this employment during

the terms of this contract, provided however, that the Superintendent may only undertake outside work for compensation (such as consultation work, speaking engagements, and/or professionally related teaching, writing or lectures) that does not interfere with his normal duties, provided that he first obtains the permission and approval of the Board of Education prior to accepting any such outside employment, which approval shall not be unreasonably withheld. This permission shall only be valid for a one-year period, and must be renewed by the Board on an annual basis if the Superintendent desires to continue the outside work. Additionally, at the reorganizational meeting each year, the Superintendent shall review with the Board all outside work undertaken during the previous school year that he will continue to engage in during the subsequent school year. Under no circumstances shall the Superintendent engage in any outside work utilizing school facilities or while on District premises. The Superintendent shall be entitled to keep any payments or honorariums he receives for such outside work.

10. The Board shall devote at least a portion of one meeting during the month of June in each year of the Superintendent's employment by the District to an evaluation in Executive Session of the Superintendent's performance and working relationship with the Board. The Board shall reduce that evaluation to writing in a form mutually agreed upon by the parties. The evaluation shall be based upon performance criteria as mutually established by the Board and the Superintendent by September 10 of each year which shall be reduced to writing in a form mutually agreed upon by the parties. The Superintendent shall be provided with a copy of the written evaluation, at least seven (7) days prior to the Executive Session of the Board scheduled to discuss such evaluation. The performance evaluation prepared pursuant to this paragraph shall be confidential and shall be kept so by the Board and individual Board members, except as otherwise required by law.

11. Other than as delineated herein, discharge prior to expiration of the above stated term or subsequent extensions thereto shall only be upon a showing of just cause.

(a) Prior to serving the Superintendent with a written statement of charges pursuant to this Article, the Board individually and/or collectively, shall discreetly refer to the Superintendent, in writing, any and all criticisms, complaints, suggestions, communications, or comments regarding the administration of the District or the Superintendent's performance of duties which may form the basis of formal charges with the understanding that the Superintendent will be afforded the opportunity to address and, if possible, rectify such criticisms, complaints, suggestions, communications or comments.

(b) The Superintendent will be served with a written statement of charges and he shall be offered an opportunity, but shall not be required, to discuss the same with the Board in executive session within seven (7) days of service of the charges.

(c) The Board may, by a majority vote, suspend the Superintendent with pay and benefits pending the hearing set forth below.

(d) The Superintendent has a right to a hearing before an Independent Hearing Officer mutually selected. In the event that the parties are unable to agree on a Hearing Officer within seven (7) days of the service of charges, the matter shall be referred to the American Arbitration Association for the appointment of a Hearing Officer from lists submitted under its Voluntary Labor Arbitration Rules. If a designation cannot be made from that list, the American Arbitration Association shall be empowered to designate a Hearing Officer.

(e) The Superintendent shall be given a fair opportunity to hear witnesses and evidence against him, and to present witnesses and evidence on his behalf.

(f) The Superintendent may be represented at his own expense at such a hearing.

(g) A record of that proceeding shall be maintained.

(h) Formal rules of evidence shall not apply.

(i) The Hearing Officer shall issue written Findings of Fact and Recommendations. The decision of the Hearing Officer shall contain express findings of fact, as well as the Hearing Officer's recommendation regarding guilt or innocence of each of the charges before him/her, as well as the measure of discipline to be imposed, which shall be forwarded to the Board for final determination subject to the Superintendent's right to appeal such decision to a court of competent jurisdiction or pursuant to section 310 of the Education Law.

(j) The Board shall review the decision of the Hearing Officer and shall accept, modify or reject that decision by resolution within ninety (90) days of the date of receipt by the Board of the Hearing Officer's decision. The decision of the Board shall be based exclusively upon the record of the proceeding.

12. If any adjustments in compensation or benefits are made during the term of this Agreement, they shall be in the form of an amendment hereto. Such amendment shall not be construed as a new contract, nor as extending the termination date of this Agreement.

13. The Superintendent shall provide the Board with a minimum of three (3) months' notice of his intent to resign and/or retire from his position. Should the Superintendent fail to comply with this minimum notice requirement, he will not be entitled to use any accumulated vacation days from the date he provides the notice until his separation from employment with the District. However, the Board may waive this notice requirement.

14. Should the Superintendent be unable to perform any or all of his duties by reason of illness, accident, or other cause, and should said disability exist for a period in excess of six (6) months, or if said disability is permanent, irreparable, or of such duration or nature, as demonstrated by competent medical evidence, so as to seriously impair the Superintendent in the performance of her duties, the Board may, at its option, and notwithstanding any provision herein to the contrary, terminate this Contract upon sixty (60) days written notice to Superintendent, whereupon the respective duties, rights and obligations hereunder shall terminate, except that the Superintendent's continued rights to disability insurance policies under an existing group disability insurance plan (if any) shall not be affected for the length of that disability, or other compensation due him as explicitly provided in this Agreement.

15. The District shall defend and indemnify the Superintendent to the maximum extent authorized by Section 18 of the New York State Public Officers Law and New York Education Law. If in the good faith opinion of the Superintendent a conflict exists regarding the defense of any claim between the legal position of the Superintendent and the legal position of the District, the Superintendent may engage his own counsel, in which event the District shall indemnify the Superintendent for costs of legal defense, but only in the event the Superintendent is determined to be or have acted within the scope of his duties. In no event shall the Superintendent be indemnified for the costs of his legal defense to any proceeding commenced against him by the Board of Education.

16. The Superintendent agrees to have a comprehensive medical examination performed by a duly licensed physician of his choice once during each twelve month period of his employment, and to file a statement of the examining physician promptly with the District Clerk certifying his physical competency. Such statement shall be available for review by the Board

President and be treated as confidential information by the District. The Board shall reimburse the Superintendent for the cost of such examination only to the extent that his health insurance does not pay for such examination.

17. The Superintendent shall be entitled to attend jury duty with pay and without use of leave time provided that he submit any payments received for such service directly to the district.

18. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on behalf such signature is executed) with the same force and effect as if such “.pdf” signature page were an original thereof.

IN WITNESS WHEREOF, we have executed this Agreement as of the date set forth above.

DATED: 6/28, 2023

SAUGERTIES CENTRAL SCHOOL DISTRICT

By: 
Robert Thomann, President, Board of Education

DATED: 6/28, 2023

By: 
Dan Erceg, Superintendent of Schools