

Approved @ 11/14/23 BOE Meeting (99)

**Saugerties Central School District**

**Employment Contract**

AGREEMENT, made this 14<sup>th</sup> day of November 2023, by and between the BOARD OF EDUCATION OF THE SAUGERTIES CENTRAL SCHOOL DISTRICT (hereinafter, the "Board" or "District") and GWENDOLYN RORABACK, ED.D. (hereinafter "Deputy Superintendent" or "Dr. Roraback").

1. The Board hereby appoints Dr. Roraback, Ed. D. to serve as the Deputy Superintendent for the Saugerties Central School District for the period of November 15, 2023, through November 14, 2026, unless sooner terminated in accordance with this Agreement.
2. The Deputy Superintendent's work year shall be 12 months in length, from July 1<sup>st</sup> to June 30<sup>th</sup>.
3. The Deputy Superintendent shall perform all of the duties and accept all of the responsibilities required in the Saugerties CSD Deputy Superintendent Job Description. The Deputy Superintendent also agrees to perform all the services and duties imposed by the rules and regulations of the Board and other such services and duties usually performed by a Deputy Superintendent in said District or a similar district as shall, from time to time, be delegated by the Superintendent or by the Board, and meet all reasonable and proper requirements of the Board.
4. In consideration of this Agreement, the Board agrees to pay the Deputy Superintendent a salary at the rate of \$157,050 per annum (pro-rated), payable in 26 equal installments in accordance with the rules of the Board governing the payment of other professional staff members of the District. The salary for the Deputy Superintendent shall be increased by 3% on July 1, 2024, July 1, 2025, and July 1, 2026.
5. The Deputy Superintendent shall be entitled to participate in the tax-sheltered annuity program provided by the District. The District shall make an Employer contribution of \$400 monthly to the Deputy Superintendent's 403(b) fund, provided such contribution is allowed under IRS regulations. The Deputy Superintendent may elect to make additional contributions.
6. The Superintendent shall evaluate and assess, in writing, the performance of the Deputy Superintendent at least once per year during the term of this Agreement (beginning with the 2023-2024 school year), or any extension or renewal thereof. The evaluation and assessment shall be reasonably related to the position description of Deputy Superintendent and the goals and objectives of the District in the year in question. The Deputy Superintendent shall be entitled to receive a copy of the annual evaluation and shall be afforded an opportunity to respond to such evaluation.
7. The Deputy Superintendent shall not be required to report to work on holidays during which District offices are closed.
8. The Deputy Superintendent shall be entitled to twenty (20) days of vacation per contract year, which shall be awarded on July 1 of each year, beginning July 1, 2023. The Deputy Superintendent shall carry over any unused vacation days she had accumulated as of November 14, 2023, while serving as the Assistant Superintendent of Curriculum and Instruction, subject to the limitations set forth below. 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 five (5) days per fiscal year, may be sold back by the Deputy

Superintendent at the rate of 1/240th of her annual base salary. Unused vacation days shall be cumulative from year to year up to a maximum of fifty (50) days. Upon the Deputy Superintendent's resignation or retirement, the Deputy Superintendent shall be paid for a maximum of forty (40) vacation days at the rate of 1/240th of her annual base salary as of the date of resignation or retirement. Should the Deputy Superintendent resign or retire from the District during a school year, any vacation days credited on the preceding July 1<sup>st</sup> shall be prorated for purposes of the Deputy Superintendent's payout.

9. While serving as Deputy Superintendent, Dr. Roraback shall be credited with 1.25 sick days per month. The Deputy Superintendent shall carry over any unused sick leave days she has accumulated as of November 14, 2023, while serving as the Assistant Superintendent of Curriculum and Instruction. Sick leave may be used for illness or injury to the Deputy Superintendent or a member of her 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 Deputy 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.
10. The Deputy Superintendent shall be entitled to five (5) days of 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. Such leave is subject to advance approval of the Superintendent. Unused personal leave days shall be forfeited.
11. The Deputy Superintendent shall be entitled to five (5) workdays of bereavement leave for the death of a spouse, child, parent, sibling or corresponding in-law, grandchild, or member of the immediate household.
12. The Deputy Superintendent shall be entitled to receive her regular pay during any period of required jury duty.
13. The Deputy Superintendent shall be entitled to coverage under the DEHIC EPO 20 health insurance plan (or its replacement), with the District contributing 87% toward the cost of the plan and the Deputy Superintendent contributing 13%. Effective July 1, 2024, the District's contribution shall decrease to 85%. If the Deputy Superintendent is otherwise health insured, she may opt out of the District's health insurance program and receive a buy-out payment of \$1,500 each year, payable in two equal installments. Eligibility for participation in the buyout requires written notification of withdrawal and proof of alternate coverage from the Deputy Superintendent by June 1<sup>st</sup> of the year preceding the buyout. Re-entry into the District insurance plans shall be allowed at any time subject to the provisions of the insurance plan rules.
14. The Deputy Superintendent shall be entitled to individual and family dental coverage under the District's dental insurance plan through Delta Insurance or an alternative plan as is provided to other District employees. The District shall pay 100% of the cost of the premium.
15. The District agrees to pay 100% of the cost of the premiums for individual and family vision coverage.
16. The District shall annually make the maximum allowable family contribution into the Deputy Superintendent's Flexible Spending Accounts 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.

17. The Deputy Superintendent may participate in the District's IRS Section 125 plan available to other District employees.
18. The District shall provide retiree health insurance to the Deputy Superintendent, so long as she serves in the District for at least ten (10) years and provided she retires from the Saugerties Central School District in accordance with the requirements of the New York State Teachers' Retirement System. The Deputy Superintendent's contribution to retiree health insurance shall be the same rate she paid in her last year of active employment. The Deputy Superintendent may not add a spouse and/or dependent to her retiree health insurance policy if such spouse and/or dependent were not covered under her health insurance policy at the time of her retirement. In the event the Deputy Superintendent's employment is terminated for any reason other than retirement, she shall not be entitled to insurance coverage provided by the District.
19. The Board shall pay, provide, or make available to the Deputy Superintendent, membership fees for up to two (2) professional organizations which are related to her employment, one of which must be a local professional organization. The Deputy Superintendent's selections are subject to the approval of the Superintendent.
20. The Deputy Superintendent shall be entitled to attend annual conventions or conferences each year on the local, state, and national level, and the reasonable expense of such attendance shall be paid by the District, as approved in advance by the Superintendent and shall be reimbursed for such expenses upon presentation of required documentation in accordance with Board policy. The Deputy Superintendent, with prior approval and consistent with Board policy, may attend in-service and continuing education programs at the District's expense. The Deputy Superintendent shall provide a report to the Board upon her return from any conference or convention that lasts longer than two (2) days.
21. Dr. Roraback agrees to maintain her certification to serve as a Deputy Superintendent throughout her employment. It is expressly understood that failure to hold and maintain such certification shall be cause for the immediate termination of this Agreement and the employment of the Deputy Superintendent.
22. While serving in the capacity of Deputy Superintendent, Dr. Roraback shall serve in the tenure area of Deputy Superintendent/Assistant Superintendent. Dr. Roraback's probationary period shall continue until the close of business on June 30, 2025. During the probationary period, the District shall retain all rights provided under law to terminate the Deputy Superintendent's appointment. Once tenure is attained, due process rights shall be governed pursuant to the Education Law. In the event that the District exercises its statutory right to terminate Dr. Roraback's probationary appointment or her employment is terminated after a 3020-a due process hearing, the District shall only be liable for compensation and benefits through the effective date of the termination.
23. Dr. Roraback shall provide no less than sixty (60) days written notice in the event she seeks to terminate her employment. If Dr. Roraback fails to provide sixty days' notice of her intent to terminate her contract, she shall forfeit any payout for unused vacation leave.
24. 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.

25. The validity or enforceability of any particular provision of this Agreement shall not affect its other provisions and this Agreement shall be construed in all respects as if such invalid or unenforceable provision has been omitted.
26. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.
27. The failure of either party at any time to require the performance by the other of any of the terms, provisions, or agreement hereof shall in no way affect the right thereafter to enforce same and shall not constitute the waiver of either party hereto of any breach of the terms, provisions or agreement or be construed as a waiver of any succeeding breach.

IN WITNESS WHEREOF, the parties have set their hands and seals this 14<sup>th</sup> day of November, 2023.

BOARD OF EDUCATION OF THE SAUGERTIES CENTRAL SCHOOL DISTRICT

  
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Board of Education President

Deputy Superintendent

  
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Dr. Gwendolyn Roraback