

HYDE PARK CENTRAL SCHOOL DISTRICT

SUPERINTENDENT'S CONTRACT

THIS AGREEMENT made the 11th day of May, 2023, by and between the BOARD OF EDUCATION OF THE HYDE PARK CENTRAL SCHOOL DISTRICT, with principal offices at 11 Boice Road, Hyde Park, NY 12538, County of Dutchess and State of New York, hereinafter referred to as the BOARD and DR. PEDRO ROMAN, with a mailing address of

hereinafter referred to as the SUPERINTENDENT.

WITNESSETH:

1. The SUPERINTENDENT's term of employment shall be for a period of three (3) years commencing July 1, 2023 and terminating on June 30, 2026 unless sooner terminated pursuant to this Agreement.

2. The SUPERINTENDENT shall be the Chief Administrative Officer of the Hyde Park Central School District ("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 school 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, shall be

accountable in connection therewith to the BOARD 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, safety/security, 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 which seems to best meet the needs of the District.
- (e) Be responsible for recruiting both teaching and non-teaching personnel to fill vacancies and conduct interviews and make investigations of applicants for such positions.
- (f) Recommend to the BOARD professional candidates 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 §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 which are inconsistent with those normally associated with the position of the Superintendent of Schools; and
- (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 a gross annual salary (annual to mean a school year of July 1st to the next June 30th) of Two Hundred Four Thousand Dollars (\$204,000) for the 2023-2024 school year. The

gross annual salary for each school year thereafter shall be established in accordance with the evaluation process hereinafter provided, but shall not be less than the previous year.

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

(a) Twenty-five (25) working days of vacation. 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. The SUPERINTENDENT must use at least fifteen (15) vacation days from his annual allotment each year. Up to ten (10) unused vacation days may be carried over each year, up to a maximum accumulation of fifty (50) unused vacation days. The SUPERINTENDENT may cash in up to ten (10) unused vacation days annually at the SUPERINTENDENT's per diem rate. Payment for any such cash-in shall be made in June of each school year. Upon separation from employment, the Board agrees to pay the SUPERINTENDENT for unused accumulated vacation days at his per diem rate for up to fifty (50) days.

(b) Five (5) discretionary leave days. Unused discretionary days shall accumulate as sick days subject to the maximum limitation on accumulation;

(c) Up to five (5) bereavement days or critical illness days for immediate family (spouse, mother, father, grandparent, grandchildren, sister, brother, or children living outside the household of the SUPERINTENDENT, or member of the family living within the household of the SUPERINTENDENT), none of which days are cumulative. Up to five (5) bereavement days or critical illness days for the SUPERINTENDENT's spouse's immediate family (spouse, mother, father, grandparent, grandchildren, sister, brother, or children living outside the household of the

SUPERINTENDENT or member of the family living within the household of the SUPERINTENDENT).

(d) Twenty (20) working days of sick leave, cumulative to one hundred ninety (190) days. Sick leave days may be carried over. Upon retirement from the District in accordance with the requirements of the Teachers' Retirement System, the SUPERINTENDENT may cash in his unused sick leave days at their per diem value for a cash-in value not to exceed four percent (4%) of his annual salary. There shall be no cash-in value for unused sick leave if separation is for any circumstance other than retirement. Upon commencing employment, the Superintendent shall also be credited with a bank of an additional 25 sick days. This one-time allotment of days shall not be eligible for pay out. It is further agreed that on June 30th of each year of this Agreement, any unused accumulated sick leave days earned by the SUPERINTENDENT under this paragraph shall be deemed to replace a like number of the sick leave days in the initial bank until said twenty-five (25) day bank is entirely replaced with unused accumulated sick leave so earned by the SUPERINTENDENT

(e) Should the SUPERINTENDENT be summoned to jury duty, he shall receive full salary. Such leave shall not be deducted from his approved leave.

(f) Health insurance through the District's health insurance plan at the rate of eighty percent (80%) of the cost of individual, two-person (only if available through the District's health insurance provider) or family coverage offered by the DISTRICT. In the event the SUPERINTENDENT does not wish to participate in the District's health insurance plan due to the fact he has alternate coverage, he shall be eligible for an annual buyout payment of \$2,500.00 for each twelve (12) month period (as defined below) he waives health insurance coverage. The twelve-month period shall begin July 1st. Written notice of opting out, including proof of alternate

coverage, shall be given at time of appointment and each year on or before May 31st. Payment shall be made at the end of each period. The SUPERINTENDENT shall be permitted to re-enter at any time during any fiscal year, subject to the conditions of the plan, should his alternative health insurance coverage be canceled. Upon re-entry or separation, the SUPERINTENDENT must refund the pro-rated amount of the buyout paid for the remaining months of the applicable year. Upon the completion of five (5) years of total service in the District and retirement from the District in accordance with the provisions of the New York State Teachers' Retirement System, the SUPERINTENDENT shall be provided with individual, two-person (only if available through the District's health insurance provider), or family health insurance benefits at the same percentage contribution as the SUPERINTENDENT paid in his last year of employment in the District.

(g) The BOARD, at the request of the SUPERINTENDENT and in accordance with state law, shall withhold and transfer an amount of salary annually or semi-annually or monthly, said amount to be determined by the SUPERINTENDENT, permitting the SUPERINTENDENT to participate, if he so desires, in a tax-deferred annuity program of his choosing. Additionally, the District will contribute three percent (3%) of the SUPERINTENDENT'S base salary to a tax-deferred annuity. The SUPERINTENDENT, at his option, shall be entitled to the benefits of such tax-deferred annuity as may be available by law and in accordance with District policy and practices for instructional personnel.

(h) 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. With the exception of mileage reimbursement, approval of the BOARD will be required. The BOARD will

pay or reimburse the SUPERINTENDENT for mileage for the SUPERINTENDENT's use of his own vehicle at the then prevailing rate of reimbursement allowed under the Internal Revenue Code for income tax deduction purposes upon presentation, from time to time, of an itemized account of such expenditures.

(i) The BOARD shall pay for membership fees/annual dues for NYSCOSS, AASA, and Mid-Hudson Study Council.

(j) The SUPERINTENDENT shall be entitled to participate in the District's Cafeteria Plan.

(k) The District shall contribute on behalf of the SUPERINTENDENT to the Hyde Park Teachers' Association's (HPTA) Welfare Fund the greater of \$1,459.00 or the amount contributed pursuant to the HPTA contract, should the plan allow for his participation. However, if the HPTA's Welfare Fund does not allow for the SUPERINTENDENT's participation, then the District shall provide the greater of \$1,459.00 or the amount contributed on behalf of HPTA unit members to the HPTA Welfare Fund annually toward dental and/or vision coverage for a plan(s) to be selected by the SUPERINTENDENT.

(l) The SUPERINTENDENT shall be provided with a \$200,000 term life insurance and \$100,000 accidental death/dismemberment insurance policy.

5. 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.

6. 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 consulting 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 approval of the BOARD President which approval shall not be unreasonably withheld.

During the SUPERINTENDENT's first year in the position, he is authorized and expected to attend the NYSCOSS New Superintendent Institute. The Superintendent is also authorized and expected to participate in the LEAF leadership coaching program.

The SUPERINTENDENT is authorized and expected to attend professional meetings on all levels within the budgeted amount approved by the BOARD, for the purpose of keeping apprised of developments in the educational field and the school administration, at the expense of the District and at the reimbursement rate allowed by the BOARD for other personnel authorized to attend similar functions. Any cost for professional meetings beyond the allotted budgeted amount shall require prior BOARD approval.

7. 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 the 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.

8. The BOARD may, by a majority vote, suspend the SUPERINTENDENT with pay and benefits pending the hearing set forth below. Discharge prior to expiration of the above-stated

term or subsequent extensions thereto shall only be upon a showing of just cause such as for a material breach of this Agreement or BOARD policy or misconduct of the SUPERINTENDENT. Discharge shall be by a majority vote of the entire membership of the BOARD after service to the SUPERINTENDENT of written notice of the charges and of the SUPERINTENDENT's 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. The SUPERINTENDENT shall be given a fair opportunity to hear and cross-examine witnesses and evidence against him, and to present witnesses and evidence on his behalf. The SUPERINTENDENT may be represented at his own expense at such a hearing. The date(s) for hearing shall be set by the Hearing Officer and, unless waived by the BOARD and SUPERINTENDENT in writing, shall be concluded no later than thirty (30) calendar days from the date the charges have been served. A record of that proceeding shall be maintained. Formal rules of evidence shall not apply. The Hearing Officer shall issue Findings of Fact and Recommendation which shall be forwarded to the BOARD for final determination. The decision of the BOARD shall be final and binding and may only be appealed via an Article 78 proceeding.

9. In the event the BOARD believes that sufficient grounds exist to terminate the Agreement as a result of the SUPERINTENDENT's material breach of the Agreement or misconduct, the BOARD may prefer charges against the SUPERINTENDENT in accordance with Paragraph 8 above.

10. The SUPERINTENDENT shall provide the BOARD with no less than ninety (90) days written notice of his intent to terminate this contract.

11. The BOARD shall evaluate and assess in writing the performance of the SUPERINTENDENT at least once in each school year and not later than each March 31st during the term of this Agreement. Not later than April 30th of each school year commencing with the school year ending June 30, 2024, a salary review will be made by the BOARD, based on the evaluation procedure above. The BOARD shall decide the goals and the evaluation tool.

12. The BOARD shall provide the SUPERINTENDENT with the benefits conferred under Public Officers 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 Officers Law §18.

13. This Agreement is contingent upon the SUPERINTENDENT being fingerprinted and the District's receipt of clearance from the New York State Education Department.

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

15. 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.

16. 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.

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

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

BOARD OF EDUCATION
HYDE PARK CENTRAL SCHOOL DISTRICT

By: 
DENISE BIERY, Board President


DR. PEDRO ROMAN, Superintendent