

**EMPLOYMENT AGREEMENT:
ROSEMARIE COLETTI MARTIN
AS
INTERIM ADMINISTRATOR FOR HUMAN RESOURCES**

AGREEMENT, made this ___ day of June, 2024 by and between the BOARD OF EDUCATION OF THE MANHASSET UNION FREE SCHOOL DISTRICT (“Board”), Town of North Hempstead, New York, and Rosemarie Coletti Martin, residing at [REDACTED] [REDACTED] (“Interim Administrator”) or “Ms. Coletti Martin.”

W I T N E S S E T H:

WHEREAS, the Board has offered to employ Ms. Coletti Martin as the Interim Administrator for Human Resources of the Manhasset Union Free School District (“District”) upon the terms and conditions set forth herein; and

WHEREAS, New York State Retirement & Social Security Law § 211 currently permits retired school district employees to return to service in a comparable job position through June 30, 2024 without restrictions; and

WHEREAS, Ms. Coletti Martin has accepted such offer of employment; and

WHEREAS, it is the parties’ belief that a written contract fully specifying the terms and conditions of the Ms. Coletti Martin’s employment by the District will promote effective communication between the parties;

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, and other good and valuable consideration, the parties agree as follows:

1. Term. The term of employment shall commence July 1, 2024 and shall continue through August 30, 2024 unless sooner terminated by either party upon thirty days' prior written notice to the other party.

2. Certification. The Interim Administrator shall possess a valid certificate to act as a school district administrator in the State of New York at all times during the term of her employment with the District.

3. Duties. The Interim Administrator shall report directly to the Superintendent of Schools. The duties of the Interim Administrator shall include, but not be limited to: developing and ensuring adherence to recruitment and selection processes of a highly qualified staff for all positions; planning, developing, and administering staff record-keeping programs and procedures concerning certification, seniority, longevity, tenure, benefits, and attendance; assisting the Assistant Superintendent in the development of employee retention strategies and the implementation of professional development programs including new teacher orientation; assisting the Assistant Superintendent in the coordination and the evaluation of probationary employees; coordinating the tenure review process; ensuring compliance with Board of Education policies and governmental statutes, rules and regulations pertaining to personnel administration; working with district employees regarding human resources related matters including but not limited to FMLA, ADA, and requests for leave; recruiting, approving, and maintaining lists of per-diem substitutes as needs dictate; providing oversight of the administration for the District's employee benefits programs including flexible spending, health insurance, dental, workers' compensation, unemployment, etc.; ensuring that district personnel practices conform to district policies, relevant laws, and collective bargaining agreements; providing guidance and support to the Human Resources Office staff; and performing other tasks as directed by the Superintendent of Schools. The Interim Administrator shall also assist the newly appointed Assistant

Superintendent for Human Resources regarding the responsibilities and procedures of the District's Human Resources office.

4. Compensation. Compensation shall be in the amount of \$900.00 per diem. Partial workdays shall be prorated. Compensation will be based on timesheets to be submitted to the Business Office and will be subject to ordinary tax and Social Security deductions and any other withholdings required by law.

5. Work Week/Work Hours. The Interim Administrator will work a daily and weekly schedule mutually determined by the Superintendent and the Interim Administrator.

6. Benefits. Except for statutorily required benefits, such as Workers Compensation and FICA deductions, the Interim Administrator shall be provided with no fringe benefits. By this agreement, the Interim Administrator acknowledges that she has specifically declined health care coverage and all other fringe benefits.

7. Confidentiality. The Interim Administrator acknowledges that in connection with her employment, she may become privy to information which is confidential in nature. The Interim Administrator shall not use, publish, discuss, disclose, or communicate the contents of such confidential information, directly or indirectly, with third parties, except as is necessary to carry out the duties of her employment. The Interim Administrator further agrees that any information received by her during the course of the services provided by this agreement which concerns the personal, financial, or other affairs of the Board, its employees, agents, clients, and/or students will be treated by the Interim Administrator in full confidence and will not be revealed to any other persons, firms, or organizations. The parties further agree that the terms and conditions in this paragraph shall survive the expiration and/or termination of this agreement.

8. Indemnification and Legal Representation. In addition to those rights provided by law, the Board agrees to provide legal counsel and to indemnify the Interim Administrator against all uninsured financial loss arising out of any claim, demand, suit, or judgment by reason of alleged negligence or other non-intentional conduct resulting in bodily or other injury to any person, or damage to the property of any person, committed while the Interim Administrator is acting within the scope of her employment, or otherwise under the direction of the Board. This obligation shall supplement and be in addition to any rights which the Interim Administrator 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.

9. Governing Law. This agreement has been entered into under, and shall be governed in accordance with, the laws of the State of New York.

10. Paragraph Headings. The paragraph headings in this agreement are for convenience of reference only; if there is a conflict between any such heading and the text of this agreement, the text shall control.

11. Written Agreement. This agreement shall continue in full force and effect for the term expressed herein, unless otherwise terminated, modified or extended in accordance with the provisions hereof, and shall not be susceptible to oral modifications, nor shall parol evidence be admissible to establish any oral modification thereof.

12. Invalid Provisions. If any term, provision, covenant, or condition of this agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this agreement and such term,

provision, covenant, or condition as applied to other persons, places, and circumstances shall remain in full force and effect.

13. No Prior Agreements. This agreement constitutes the full and complete agreement between the Board and the Interim Administrator and supersedes all prior written and oral agreements, commitments, or understandings with respect thereto. This agreement may not be altered, changed, added to, deleted from, or modified except through the mutual written consent of the parties.

14. Agreement Construction. This agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

15. Severability. The invalidity or unenforceability of any provision herein shall in no way affect the validity or enforceability of any other provisions.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

BOARD OF EDUCATION OF THE
MANHASSET UFSD

BY: _____ Date: _____
Steven Panzik, President
Board of Education

_____ Date: _____
Rosemarie Coletti Martin
Interim Administrator

Coletti Martin as Interim HR Administrator 2024