SUPERINTENDENT'S CONTRACT

APPOINTMENT PROVISIONS as agreed upon by and between **THE BOARD OF EDUCATION OF THE HALDANE CENTRAL SCHOOL DISTRICT**, with offices at 15 Craigside Drive, Cold Spring, New York 10516, hereinafter referred to as "The Board", and DR. GAIL DUFFY, hereinafter referred to as "The Superintendent", made this 18 day of March, 2025.

RECITALS

A. The Board and the Superintendent have had multiple discussions regarding the Board employing the Superintendent as the chief executive and administrative officer of the District, which have culminated in the Board's offer of employment and the Superintendent's acceptance of such offer.

B. The parties believe that a written contract that fully sets forth the terms and conditions of the Superintendent's employment by the District will promote effective communication and true understanding between the parties.

C. The parties have mutually agreed upon the following terms and conditions relative to the Superintendent's employment by the District and wish to confirm the same in writing.

NOW, WHEREBY, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows for the period of time commencing July 1, 2025 and terminating on June 30, 2028 (unless further extended or sooner terminated as hereinafter provided):

1. **Salary**.

A. Effective July 1, 2025, the Superintendent shall be paid at the annual rate of Two Hundred and Thirty-Five Thousand Dollars ($235,000) through June 30, 2026.

B. The Superintendent's salary in future years shall be determined by the Board of Education based upon an evaluation of the Superintendent's job performance. However, in no event shall the Superintendent's salary be reduced from the prior school year.

C. Salary shall be paid in equal installments in accordance with the rules of the Board governing payment of the professional staff members of the District. It is understood and agreed that the Superintendent may shelter amounts from her base salary with a company designated by the Superintendent within the limits permitted by the Internal Revenue Code at no additional cost to the Board. The District shall also annually make a $6,000 non-elective contribution to the Superintendent's tax shelter annuity which shall be paid in equal installments to the same extent her salary is paid.

2. **Annual Performance Review**. On or before May 1st of each school year (September1 for the first school year of this agreement), during the term of this Contract, the parties shall meet in accordance with the timelines set forth herein to review the performance of the Superintendent for the previous year by utilizing written evaluation criteria mutually agreed to by the parties or, failing agreement.

a. Written evaluation criteria, including the evaluation instrument to be used, shall be established by mutual agreement between the Board of Education and the Superintendent by September 1 of each year. In the event that mutual agreement is not reached by this date, the criteria and evaluation instrument

shall be established by the Board of Education in consultation with the Superintendent.

b. The Board shall meet with the Superintendent not later than December 31 of each year for the purpose of discussing how the Superintendent is progressing towards the attainment of her annual goals.

c. The evidence-based annual performance review of the Superintendent shall be reduced to a written evaluation report and presented to the Superintendent by no later than June 15th of each school year. Such written evaluation report shall contain an overall summative assessment of "Satisfactory" or "Unsatisfactory".

d. Thereafter, the Board and the Superintendent shall meet to review the written evaluation report at least one week and no more than two weeks subsequent to the date when the Board presents the Superintendent with the annual written evaluation.

e. The Board and the Superintendent shall provide each other with periodic opportunities to discuss Superintendent-Board relationship.

3. **Travel Reimbursement**. The District will provide the Superintendent with reimbursement for the use of her personal automobile for District business outside of the District at the rate and terms established by Board policy.

4. **Notice of Renewal**. The Board agrees to notify the Superintendent, in writing, by June 30, 2027 and each June 30th thereafter, whether it intends to renew the appointment and employment of the Superintendent for an additional year or years. Any extension of the term of the Superintendent's employment shall be in the form of an amendment to this Agreement and shall be upon the same terms and conditions as herein set forth unless

otherwise agreed in writing by the parties. The failure of the Board to provide timely notice to the Superintendent pursuant to this paragraph shall be deemed action to extend this contract for an additional year, but only if the Superintendent has submitted a written request to the Board of Education for Notice of Renewal by not later than May 30th, 2027 and each May 30th thereafter.

5. **Duties**. During the term of this agreement, the Superintendent shall faithfully, diligently and in accordance with accepted professional standards perform and discharge the duties and responsibilities of Superintendent of Schools of the District as the same are set forth in the Education Law and other applicable statutes, laws, rules and/or regulations and the duties and/or responsibilities established by the Board pursuant to such statutes, laws, rules, and/or regulations. Without limiting the foregoing, the Superintendent shall have the specific and exclusive authority, right and responsibility to:

a. organize and reorganize the administrative and supervisory staff, including instructional and non-instructional personnel, in a manner which in the Superintendent's judgment best serves the District;

b. make recommendations to the Board of Education as a prerequisite to either the appointment or the termination of employment of both instructional and non-instructional personnel;

c. supervise, direct and evaluate associate, assistant and other Superintendents, directors, supervisors, principals, teachers and all other persons employed in either the business management or the instructional activities of the District;

d. transfer teachers and administrators from one school to another, or from one grade of a course of study to another grade in such course, subject to the terms of any relevant collective bargaining agreements;

e. with respect to their relationships to one another and the determination of their respective powers and duties, the parties acknowledge that they are both subject to the laws of the State of New York and applicable rules and regulations of the Board of Regents and the Commissioner of Education of the State of New York.

The Superintendent's duties shall be those prescribed by law, as well as such further duties and powers as may, from time to time, be duly assigned to her by the Board. All additional duties and responsibilities prescribed by the Board shall be consistent with those normally associated with the position of Superintendent of Schools in the State of New York. The Board acknowledges the importance of allowing the Superintendent to execute her duties and authority and recognizes the Board's role primarily as a policy making authority.

6. **Attendance at Board Meetings**. 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 her performance or salary.

7. **Criticisms of Superintendent**. The Board shall appraise the Superintendent, in executive session, of any criticisms of her job performance which the Board has received in writing from external sources or matters of significant concern to the Board which it expects the Superintendent to address on a current basis.

8. **Notice of Termination**. The Superintendent agrees that prior to terminating employment with the District, she shall give the District at least ninety (90) calendar days written notice.

9. **Discharge**. Throughout the term of this contract, the Superintendent shall be subject to discharge for good and just cause, as provided for in the Education Law of the State of New York, provided that the Board of Education does not arbitrarily or capriciously call for her dismissal and pursuant to the following provisions.

A. If charges are to be brought against the Superintendent, the following rights will be afforded:

1. All charges shall be in writing and in such detail as to allow the preparation of a meaningful defense and such written charges shall be received by the Superintendent, together with a written Notice of Hearing, not less than thirty (30) days prior to the date of the hearing.

2. The Superintendent shall be allowed counsel at her own expense at all stages of all proceedings.

3. The Superintendent shall be entitled to a hearing before a hearing officer listed below, or before such other mutually agreed upon hearing officer, selected upon the basis of first availability if mutual agreement cannot be reached:

    a. Jeff Selcheck
    b. Howard Edelman
    c. John Trela
    d. Louis Patack

    The Hearing shall not be open to the public except at the Superintendent's option. The hearing officer shall make written findings of fact and disciplinary determinations which shall be binding on both parties, subject to each party's right to appeal such decision. The same shall also be furnished in writing to the Superintendent.

4. The Superintendent and the Board may present and cross-examine witnesses at such disciplinary hearing.

5. A typewritten transcript of any hearing will be furnished free of cost to the Superintendent.

6. During any period of suspension, the Superintendent of Schools shall be entitled to receive full salary and benefits until such time as the Board reaches a final determination upon the recommendation of the hearing officer, unless the charges relate to lack of requisite certification.

10. A. **Holidays**. The Superintendent shall be entitled to all regularly scheduled District holidays.

B. **Vacation**. The Superintendent shall be entitled to twenty (20) days of vacation annually, which shall be taken by her at such time(s) during the year as determined by her and with the prior knowledge of the Board President or Vice-President, in the President's absence, exclusive of legal holidays of the District. The Superintendent shall not use vacation days during the two-week period immediately before the beginning of the student instructional year. The Superintendent may carry forward up to five (5) vacation days per year and up to a maximum of Twenty (20) days in the aggregate during her employment with the District, for use or liquidation into cash upon retirement or at the end of her employment with the District at the per diem rate of 1/240th of the Superintendent's then-current base annual salary. In addition, the Superintendent may sell back to the District up to five (5) unused vacation days per year at the rate of 1/240 of her then-current base annual salary. Vacation days shall be credited on July 1 in each contract year, provided that if the Superintendent leaves the employment of the District prior to June 30th in any contract year, the Superintendent shall return a pro rata amount of unused vacation days or repay the District a pro rata amount of vacation days at the daily rate of 1/240th of her then current annual salary.

C. **Sick Leave**. The Superintendent shall be entitled to fifteen (15) days of sick leave each year. Upon the commencement of her employment, the Superintendent shall be credited with a sick leave bank of sixty (60) days. Upon earning sick leave during the course of her employment, unused sick leave will be deemed to replace a like number of the sick leave days in such bank until the sixty (60) day bank is entirely replaced by earned days. Thereafter, unused sick leave will accumulate from year to year not to exceed a maximum accrual of two hundred (200) days. However, under no circumstances will unused sick leave days be compensated for. The Board reserves the right to request that the Superintendent provide written verification from a physician of the nature of the condition that requires the use of sick leave and the projected date of return to duty in the case of long-term illness and may require the Superintendent to attend a medical examination by a physician chosen by the Board.

D. **Personal Leave**. The Superintendent shall be entitled to three (3) days of personal leave per year without the loss of compensation or deduction from accumulated vacation or sick leave credits, subject to the prior approval of the President of the Board of Education, or Vice-President, in the President's absence. Unused personal leave shall be accumulated as additional sick leave.

E. **Bereavement Leave**. The Superintendent shall be entitled to three (3) consecutive days of bereavement leave for a death in the immediate family, which shall include spouse, children, grandchildren, parents, parents-in-law, sons and daughters-in-law, siblings and their spouses, nieces and nephews.

F. **Jury Duty**. The Superintendent shall be paid her regular salary when on jury duty. She shall report to work when on "on call" status.

G. **Recess Leave**. The Superintendent shall be entitled to eight (8) recess vacation days which must be used whenever teachers are not required to work during the

period September 1 through June 30, subject to the prior notice to the President of the Board of Education, or Vice-President, in the President's absence. Such recess vacation days may not be carried over and shall not be subject to any of the buyout provisions in the contract.

H. **Other Absences**. Any absences from the District in excess of two (2) work days must be reported to the Board President or Board Vice-President, if the President is unavailable. The Superintendent shall advise the Board President or Board Vice-President, if the President is unavailable, in advance in the event that the business of the District requires her to be out of the District on a work day.

11. **Insurances**.

A. **Health Insurance**.

1. The Superintendent shall be entitled to District funded individual or family health insurance, with the Superintendent contributing 20% of the individual or family premium.

2. If the Superintendent decides to opt-out of the District's health insurance plan during any year of this Agreement, the Superintendent shall receive a payment of $6,000 per annum for family health insurance, $2,300 for individual health insurance or a pro-rated amount if for less than a year. If the Superintendent decides to opt-out of family coverage in favor of individual coverage, she shall receive a payment of $3,500 per annum or a pro-rated amount if for less than a year. To be entitled to the payment herein, the Superintendent must produce proof of health insurance coverage from another source at the time of application for opting-out. Re-entry into the District's health insurance plan shall be governed by the rules of the plan.

B. **Dental and Vision**. The Superintendent shall be entitled to family and/or two-person dental and vision insurance coverage, with the Superintendent contributing 0% of the premium.

12. **Professional Meetings**. Within budgetary appropriations, the Superintendent may attend professional meetings at the local, state and national levels for the purpose of keeping apprised of developments in the educational field. Any meetings which call for an overnight stay shall be subject to prior approval by the Board President or, in his/her absence, the Vice-President, only if such professional meeting exceeds the budgeted amount. The Superintendent shall file an itemized expense statement with the Business Office regarding all conference expenses, for reimbursements, for related expenses, travel and lodging. Time spent by the Superintendent in attendance at professional meetings shall not be charged against any leave to which the Superintendent is entitled under the terms of this contract. The Superintendent shall be entitled to attend the NYSCOSS New Superintendent institute.

13. **Professional Associations**. The Board shall pay the annual dues of membership of the Superintendent for membership in NYSCOSS, AASA, and Lower Hudson Council of School Superintendents.

14. **Medical Examination**. The Superintendent does hereby agree to have a comprehensive medical examination by no later than September 1, 2025. A statement certifying to the physical competency of the Superintendent shall be filed with the Clerk of the Board and treated as confidential information by the Board to the maximum extent provided by law. The cost of said medical examination shall be borne by the District, not to exceed Five Hundred ($500) Dollars. This provision is not intended to limit in any manner the Board's rights to direct a medical examination pursuant to Section 913 of the Education Law.

15. **Certification and Work Ethic**. The Superintendent shall furnish throughout the life of this appointment a valid and appropriate certificate as defined in 8 NYCRR Part 80.4 to act as Superintendent in the State of New York, as directed by the Board, and that the Superintendent hereby agrees to devote her time, skill, labor and attention to said employment during the term of this appointment; provided, however, that the Superintendent, by agreement with the Board, may undertake consultative work, speaking engagements, writing, lecturing, research or other professional duties and obligations with or without remuneration, at the Board's discretion, so long as the same does not interfere with her responsibilities to the School District.

16. **Legal Protection**. The Board agrees to provide legal counsel and to indemnify the Superintendent against all uninsured loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other conduct resulting in bodily or other injury to any person or unintentional damage to the property of any person committed while the Superintendent is acting within the scope of employment or under the direction of the Board. The District shall adopt a policy providing the coverage of Section 18 of the Public Officers Law for the benefit of the Superintendent.

17. **Laptop and Cell Phone**. The District shall provide the Superintendent with a District-owned laptop for the conduct of District business. The use of the laptop shall be subject to District policy. The Superintendent shall be paid a monthly stipend of $100/month for use of her personal cell phone for district business.

18. **Residency**. As a condition of continuing employment, the Superintendent shall be required to maintain her primary residence within a distance of no greater than thirty (30) miles from the District office.

19. **Distinguished Educator**. Consistent with and pursuant to Education Law §211-B(5)(a), the Superintendent shall cooperate fully with any distinguished educator appointed by the Commissioner of Education.

20. **Applicable Law**. This Contract shall be construed and interpreted in accordance with the laws of the State of New York.

21. **Savings Clause**. Should any provision, term, condition, paragraph, phrase or portion of this Contract be held or found void or illegal, the balance of these provisions shall remain in full force and effect.

22. **Waiver**. 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.

S O A G R E E D:

BOARD OF EDUCATION OF THE
HALDANE CENTRAL SCHOOL DISTRICT

BY: _____
DR. PEGGY CLEMENTS

SUPERINTENDENT OF SCHOOLS

_____
DR. GAIL DUFFY