

## **SUPERINTENDENT'S CONTRACT**

**APPOINTMENT PROVISIONS** as agreed upon by and between **THE BOARD OF EDUCATION OF THE VALHALLA UNION FREE SCHOOL DISTRICT**, with offices at 316 Columbus Avenue, Valhalla, New York 10595, hereinafter referred to as "The Board", and **DR. BRENDA W. MYERS**, residing at 8 Moseman Road, Yorktown Heights, New York 10598, hereinafter referred to as "The Superintendent," made this 9<sup>th</sup> day of July, 2013.

### **RECITALS**

- A. The Board and the Superintendent have had 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 continued 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:

- 1. Effective July 9, 2013, the Superintendent's Contract dated June 5, 2012 is hereby null and void and of no further effect.

- A. The Board does hereby employ Dr. Brenda W. Myers as Superintendent of Schools in and for the Valhalla Union Free School District, for the period of time commencing July 1, 2013 to and including June 30, 2018.
- 2. A. Effective July 1, 2013 the Superintendent's annual salary rate shall be increased from its current amount to Two Hundred Twenty Three Thousand Seven Hundred Thirty-Nine Dollars (\$223,740), through June 30, 2014.
  - B. During the subsequent school years of this Agreement, the Superintendent's annual compensation shall be increased by the greater of the tax levy increase percentage carried out to two decimal places or two percent (2%), each July 1<sup>st</sup> hereafter, commencing with July 1, 2014.
  - C. In addition, the Board shall make a non-elective employer contribution in the sum of Five Thousand Dollars (\$5,000.00) during each year of this Agreement for the purpose of investment in an annuity program of the Superintendent's choice, including a tax-sheltered annuity of her choice.
  - D. 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.
- 3. A. On or before June 30, 2014 and June 30<sup>th</sup> of each year of employment, during the term of this Contract, the parties shall meet to review the performance of the Superintendent for the previous year by utilizing written evaluation criteria and an evaluation instrument mutually agreed to by the parties or, failing agreement, developed by the Board in consultation with the Superintendent. The annual performance review of the Superintendent shall be reduced to a written evaluation report and presented to the Superintendent by no later than May 20 of each year of employment. 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. The Board and the Superintendent shall provide each other with periodic opportunities to discuss Superintendent-Board relationship.

- B. The performance evaluation prepared pursuant to this paragraph shall be confidential and shall be kept so by the Board and individual Board members, to the maximum extent allowable by law.
- 4. The Board agrees to notify the Superintendent, in writing, by April 1, 2016 and each April 1<sup>st</sup> 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 notice to the Superintendent pursuant to this paragraph shall not be deemed action to renew or extend this contract beyond its expiration date.
- 5. A. The Superintendent shall be the chief administrative officer of the District and shall have the power and obligation to perform those duties and accept those responsibilities under the direction of the Board as are:
  - a. set forth in Section 1711 of the New York State Education Law including any amendments thereof or successor statutes thereto;
  - b. imposed or granted to a Superintendent of Schools under the provisions of the New York State Education Law or other statutes of the state of New York, or by rule or regulation of the Commissioner of Education;
  - c. specified in the Board Policy Manual and in regulations promulgated

pursuant thereto;

- d. normally associated with the position of Superintendent of Schools, including, but not limited to, budget formulation and administration, student course of study and curriculum, public relations, personnel management and labor relations.
  - B. The Board may, from time to time, prescribe additional or different duties and responsibilities for the Superintendent provided that all additional duties and responsibilities prescribed by the Board are consistent with those normally associated with the position of Superintendent of Schools in the state of New York.
  - C. 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.
  - D. 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 or the employment of her successor.
6. This Agreement may be terminated at any time, without cause, by mutual agreement in writing, between the Superintendent and the Board; or by the Superintendent's written resignation on at least ninety (90) days notice to the President of the Board. In the event that the Superintendent provides a full six (6) months notice of resignation to the Board prior to separation from employment, the Board will pay the Superintendent for all unused vacation days, up to forty (40) such days, at the per diem rate of 1/240<sup>th</sup> of her then salary, at the time of her separation from employment with the District.

7. Throughout the term of this Agreement, the Superintendent shall be subject to discharge for good and just cause, pursuant to the following provisions:
  - A. If charges are to be brought against the Superintendent the following rights will be afforded:
    1. No charge shall give rise to a disciplinary hearing unless a quorum of the Board of Education finds probable cause to convene such hearing in a duly convened Executive Session.
    2. 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.
    3. The Superintendent shall be allowed counsel at her own expense at all stages of all proceedings.
    4. The Superintendent shall be entitled to a hearing before one of the following hearing officers, selected upon the basis of first availability:
      - a. Jeffrey Selchick
      - b. Margaret Leibowitz
      - c. Bonnie Siber Weinstock
    5. The Hearing shall not be open to the public except at the Superintendent's option. The hearing officer shall make findings of fact and disciplinary recommendations, if any, for Board consideration. The same shall also be furnished to the Superintendent.

6. The Superintendent and the Board may present and cross-examine witnesses at such disciplinary hearing.
    7. A typewritten transcript of any hearing will be furnished free of cost to the Superintendent.
    8. Any decisions shall be by a majority of the members of the Board of Education and shall be supported by written findings sustaining the charges by a preponderance of the credible evidence or dismissing the charges.
    9. 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.
  - B. The Board shall inform the Superintendent, in writing, of any significant concerns or complaints it becomes aware of regarding the Superintendent and her performance of duties. Failure by the Board to so inform the Superintendent shall not be deemed a breach of this Agreement. However, it is agreed that any significant concern or complaint not so referred to the Superintendent shall not be used against her in the disciplinary/penalty phase of any due process hearing.
8. A. Vacation.
    1. The Superintendent shall be entitled to twenty (20) days during 2013-2014, twenty-one (21) days during the 2014-2015 school year, twenty-two (22) days during the 2015-2016 school year and twenty-three (23) days, effective with the 2016-2017 school year, vested upon the beginning of each year of employment, which shall be taken by her at such time(s) during the year as determined by her and with prior

notice to the Board President or Vice-President, in the President's absence, exclusive of legal holidays of the District. Vacation days shall be taken within one year after earned.

2. The Superintendent may carry forward vacation days, up to a maximum accumulation of forty (40) such days. The Board will pay the Superintendent for all unused vacation days, up to forty (40) such days, at the per diem rate of 1/240<sup>th</sup> of her then salary, at the time of her separation from employment with the District so long as she gives the Board President at least six (6) months notice of resignation prior to separation from employment pursuant to Section "6" above.
  3. Effective with the 2014-2015 school year, the Superintendent, at her option, may buy-back up to five (5) vacation days per year in June of each year, at the per diem rate of 1/240<sup>th</sup> of her then salary.
- B. Sick Leave. Upon commencement of employment the Superintendent was credited with thirty (30) sick leave days solely for the purpose of use. The Superintendent shall also be entitled to twenty (20) sick leave days each year, pro-rated during any partial year of employment, cumulative to a maximum of two hundred twenty (220) days. The credited allotment shall be decreased by the corresponding number of accumulated days from the previous year, until the credited allotment is depleted. Sick leave may be used for illness or injury to the Superintendent and up to fifteen (15) such days may be used annually for illness or injury to a member of the Superintendent's immediate family, defined as mother, father and husband. Upon retirement from the District for the purposes of receiving benefits from the New York State Teachers Retirement System, the Superintendent may choose to be paid for up to one hundred (100) unused sick days at the rate of 33% of the value of each unused day.
- C. Personal Leave. The Superintendent shall be entitled to five (5) days of personal

leave during each year of this Agreement.

- D. Bereavement Leave. The Superintendent shall be allowed up to five (5) days of bereavement leave due to the death of a member of the Superintendent's immediate family, defined as parent, spouse, aunt and uncle.
  - E. Holidays. The Superintendent shall be entitled to those legal holidays recognized by the Board in the District's calendar. The Superintendent is expected to work during recess periods unless she takes vacation during those periods.
  - F. Any intended absences from the District must be reported to the Board President or Board Vice-President, if the President is unavailable.
9. A. The Superintendent shall be entitled to 88% District funded individual or family health insurance, at the Superintendent's option, in the District's health insurance plan, with the Superintendent contributing 12% towards the cost of such health insurance premiums.
- B. If the Superintendent chooses to opt-out of the District's health insurance plan during any year of this Agreement, the Superintendent shall receive a payment equal to the payment to be made on her behalf. 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.
- C. The Board shall fully contribute to the Valhalla Teachers Association Welfare Benefit Fund for the Superintendent.
- D. The District shall pay up to \$2,000.00 annually towards the cost of the premium for a life insurance policy and/or disability policy for the Superintendent. Payment for the

cost of such policy(ies) shall be made upon submission of proof of payment of the premium by the Superintendent.

- E. Upon the Superintendent's retirement from the Valhalla Union Free School District for the purpose of receiving retirement benefits from the New York State Teachers Retirement System, after completing at least five (5) years of employment in the District, the Superintendent shall be entitled to health insurance coverage in the District's Plan for the Superintendent and her spouse so long as they remain married, with the District contributing 85% after five (5) years of the premium cost of the New York State Health Insurance Plan (NYSHIP), for the remainder of her life. Should the Superintendent choose to be covered by any health insurance plan option offered by the District other than NYSHIP, the District will contribute 85% of the premium cost of such plan, for the remainder of her life. In the event of the death of the Superintendent following her retirement to receive pension payments from the New York State Teachers Retirement System, her surviving spouse, while unremarried, shall be entitled to a continuation of health insurance coverage under the health insurance plan, with the District contributing 75% towards the cost of family coverage or 85% towards the cost of the individual premium, in accordance with the provisions set forth herein, and subject to the provisions of Section 165-a of the Civil Service Law to the extent that law is applicable.

The parties acknowledge that upon reaching the age of 65, Medicare shall become the primary coverage with the District's plan becoming secondary at a reduced cost to the District to the extent provided by its health insurance plan.

This paragraph "E" shall survive the term and be enforceable after termination of this Agreement.

- F. If at any time during the term of this Agreement the Superintendent shall be disabled by reason of illness, accident, disability or other cause beyond her control, and said

disability continues for a period of more than six (6) months, and if such disability appears to be permanent, irreparable or of such nature as in the judgment of the Board will make the performance of her duties impossible, the Board may, at its option and upon written notice to the Superintendent, terminate this Agreement whereupon the respective duties, rights and obligations herein shall terminate except that the Board agrees to continue payment for any remaining sick leave days in her personal accumulation.

10. A. The Superintendent is authorized to incur reasonable expenses in the discharge of her duties, including but not limited reasonable expenses for travel, meals and lodging; attendance at professional conferences and meetings at the local, state and national levels for the purpose of keeping apprised of developments in the educational field, for which the Board shall appropriate money in the annual budget. Any meetings which call for an overnight stay shall be subject to the prior approval of the Board of Education. The Board will pay or reimburse the Superintendent for all such expenses upon presentation of an itemized expense statement with the Business Office within thirty (30) days of the event. 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 Agreement.  
  
B. The Superintendent shall be reimbursed for mileage based upon the current IRS rate, but not for travel from home to work or from work to home.
11. The Board shall pay the annual dues of membership of the Superintendent for membership in up to three professional associations including Lower Hudson Council of School Superintendents, the New York State Council of School Superintendents and the American Association of School Administrators.
12. The Superintendent does hereby agree to have a comprehensive medical examination which

shall be performed within thirty (30) days of the commencement of this appointment. 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 to the extent it is not covered by health insurance, not to exceed Five Hundred (\$500.00) 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.

13. 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.
14. 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.
15. The District shall provide the Superintendent with a cellular telephone, PDA and laptop computer for school business use and reasonable personal use as long as there is no additional expense to the District, during the term of this Agreement. Such items shall remain the property of the Valhalla Union Free School District and shall be returned to the School District upon separation from employment.

16. 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.
17. This Contract shall be construed and interpreted in accordance with the laws of the State of New York.
18. 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.
19. 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.

**SO AG R EE D** this 9<sup>th</sup> day of July, 2013.

**BOARD OF EDUCATION OF THE  
VALHALLA UNION FREE SCHOOL  
DISTRICT**

**BY:** \_\_\_\_\_  
**BOARD PRESIDENT**

**SUPERINTENDENT OF SCHOOLS**

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**BRENDA W. MYERS**