

AGREEMENT made this 11<sup>th</sup> day of May 2021 by and between DR. GAIL E. DUFFY (hereinafter referred to as "Assistant Superintendent for Instruction & Human Resources" and/or "Employee"), [REDACTED] and the BOARD OF EDUCATION of the IRVINGTON UNION FREE SCHOOL DISTRICT (hereinafter referred to as "Board") with offices for the transaction of business located at 6 Dows Lane, Irvington, New York 10533.

**WHEREAS**, the Board has been advised that it is legally permissible for the Board to contractually obligate itself to provide the terms and conditions of employment herein more particularly described; and

**WHEREAS**, both parties acknowledge that the termination of the employment of the Assistant Superintendent for Instruction & Human Resources, her employment status as a probationary employee and whether she will be granted tenured status at the conclusion of her probationary period are subject solely to the procedures set forth at length in various provisions of the Laws of the State of New York regarding probationary employees and nothing herein contained shall be deemed to have modified the foregoing in any respect; and

**WHEREAS**, the Board of Education at its regular meeting held on the 11<sup>th</sup> day of May, 2021, by resolution adopted, authorized the employment of the Assistant Superintendent for Instruction & Human Resources and the provisions of this Agreement relating to the compensation and other employment benefits which are to extend to June 30, 2022, unless otherwise terminated pursuant to Education Law §3019 and §3031 (during the Assistant Superintendent for Instruction & Human Resources' status as a probationary employee) and/or Education Law §3020-a (in the event the Assistant Superintendent for Instruction & Human Resources is granted tenure at the conclusion of her probationary period); and

**WHEREAS**, the parties acknowledge that, subject to the foregoing, the term of this Agreement shall be effective from July 1, 2021 through June 30, 2022.

**NOW, THEREFORE**, based upon the mutual covenants and understanding between the parties, it is understood and agreed:

1. **GENERAL PROVISIONS:**

The salary of the Assistant Superintendent for Instruction & Human Resources for the 2021-2022 school year shall be \$201,750. Increases in compensation and/or fringe benefits, if any, shall be determined as follows:

- a. On or about May 1, 2022, the Board shall meet to discuss the Superintendent's recommendation, if any, as to what appropriate salary increase and/or benefit modification(s) shall be made to the salary and benefits provided in this Agreement.

- b. The decision of the Board shall be communicated to the Superintendent, and thereafter by the Superintendent to the Assistant Superintendent for Instruction & Human Resources prior to May 31, 2022.

2. **BENEFITS AND WORKING CONDITIONS:**

- a. Work Year: The Assistant Superintendent for Instruction & Human Resources shall work the full year, including recess periods and during the summer, except for use of paid leave days, weekends and any state or national holidays.

- b. Vacation Leave: The Board shall provide vacation benefits as follows:

- 1. The Assistant Superintendent for Instruction & Human Resources shall receive twenty-eight (28) vacation leave days per year, effective July 1st of each school year.
- 2. Said vacation leave must be utilized during the summer months of July and/or August. In the event the Assistant Superintendent for Instruction & Human Resources is unable to utilize said vacation leave days during July or August due to job responsibilities, she may, upon the prior approval of the Superintendent of Schools, use said vacation leave at other times during the year and/or she may elect to receive the per diem cash value of unused vacation leave days up to a maximum of five (5) unused vacation days per year. The Assistant Superintendent for Instruction & Human Resources shall also have the option to carry over up to a maximum of twelve (12) unused vacation days into the following fiscal year. In no event shall the Assistant Superintendent for Instruction & Human Resources be permitted to exceed forty (40) days of vacation leave (annual allotment of 28 days plus up to 12 carryover days) during any fiscal year.
- 3. Upon separation from employment with the District, the Assistant Superintendent for Instruction & Human Resources shall not be entitled to receive any cash payment for unused vacation leave days.

- c. Sick Leave: The Assistant Superintendent for Instruction & Human Resources shall receive twelve (12) sick leave days per year, effective July 1st of each school year.

- 1. Sick leave days may be accumulated without maximum for purposes of the employee's use;
- 2. Upon separation from employment with the District, the Assistant Superintendent for Instruction & Human Resources shall not be entitled to receive any cash payment for unused sick leave days.

- d. Personal Leave: The Assistant Superintendent for Instruction & Human Resources shall receive five (5) personal leave days per year, effective July 1<sup>st</sup> of each school year, for the purpose of transacting personal business which cannot be conducted at any time other than during regular work hours.
1. Unused personal leave days shall not be accumulated;
  2. Upon separation from employment with the District, the Assistant Superintendent for Instruction & Human Resources shall not be entitled to receive any cash payment for unused personal leave days.
- e. Leave for Family Illness and Death in the Family (Bereavement): The Assistant Superintendent for Instruction & Human Resources shall be entitled to three (3) days leave without deduction in pay for illness in the immediate family, effective July 1<sup>st</sup> of each school year. These days shall not accumulate. For purposes of family illness days, the immediate family is defined as: father, mother, brother, sister, son, daughter, or husband.
- In addition, the Assistant Superintendent for Instruction & Human Resources shall be entitled to three (3) days leave without deduction in pay for each occurrence of death in the immediate family. For purposes of bereavement days, the immediate family is defined as mother, father, sister, brother, children, mother-in-law, father-in-law, grandparents, or husband. These days shall not accumulate.
- f. Health Insurance: The Assistant Superintendent for Instruction & Human Resources shall have the opportunity to participate in the health care plan offered by the Board of Education. In order to participate in said plan, the Assistant Superintendent for Instruction & Human Resources shall be required to contribute towards the cost of the premium for individual, two (2) person coverage or family coverage at the following rate: Effective July 1, 2021 – 21%. In lieu of enrolling in the District's health insurance plan, the Assistant Superintendent shall receive a cash payment equivalent to 40% of the District's premium cost for waiving the applicable coverage to be paid semi-annually in the same manner as other similarly situated administrators.
- g. Retiree Health Insurance: The Assistant Superintendent for Instruction & Human Resources and her spouse shall be entitled to health insurance coverage into retirement subject to the terms and conditions of the District health plan and provided the Assistant Superintendent Instruction & Human Resources retires from the Irvington School District into the Teachers' Retirement System ("TRS") after no less than ten (10) years of continuous service in the District. The Assistant Superintendent shall contribute to the cost of the annual premium(s) for health insurance coverage into retirement at the same percentage rate in effect at the time of her retirement.
- h. Life Insurance and Long-Term Disability Insurance: The Board will pay the full cost of "term" life insurance that includes \$100,000 life insurance and a long-term disability insurance policy with a 90-day waiting period with 60% of income payable to age sixty-five (65), due to disability resulting from sickness or accident of the

Assistant Superintendent for Instruction & Human Resources. Notwithstanding the foregoing, upon separation of employment from the District, this provision shall be of no further force or effect.

- i. Welfare Fund: The Assistant Superintendent for Instruction & Human Resources shall be entitled to receive a payment of \$1,000 as an additional fringe benefit for Dental, Optical and other like benefits.
- j. Professional Organizations: The Assistant Superintendent for Instruction & Human Resources shall be eligible for reimbursement for the purchase of membership(s) in up to three (3) professional organizations, which have been approved by the Superintendent of Schools or his/her designee. Reimbursement shall be contingent upon submission of proof of payment.
- k. Flexible Spending Account: The Assistant Superintendent for Instruction & Human Resources shall be entitled to participate in the flexible spending account established by the Board, with no funds to be supplied by the Board.
- l. Expense Reimbursement: The Assistant Superintendent for Instruction & Human Resources shall be entitled to reimbursement for expenses related to attendance at professional meetings or events held outside of school hours, when such attendance is directed by the District, upon submission of receipts substantiating such expenses.
- m. Professional Duties: The Assistant Superintendent for Instruction & Human Resources further agrees to devote her full time, skill, labor and attention to her employment as Assistant Superintendent for Instruction & Human Resources during the term of this Agreement, provided, however, that by advance agreement with the Superintendent of Schools, she may undertake consultative work, speaking engagements, graduate teaching, lecturing or other professional duties or obligations to the extent same shall not interfere with her duties as Assistant Superintendent for Instruction & Human Resources. Any such consultative work, speaking engagements, graduate teaching, lecturing or other obligations that are outside the Assistant Superintendent for Instruction & Human Resources normal duties shall occur outside the regular workday, unless expressly authorized by the Superintendent of Schools. In the event the Assistant Superintendent for Instruction & Human Resources shall receive compensation from an outside agency for such consultative work, speaking engagements, lecturing or other professional duties, for an entire day or any part thereof, the Assistant Superintendent for Instruction & Human Resources shall apply vacation time thereto.
- n. Tenure Award Stipend: In the event the Assistant Superintendent for Instruction & Human Resources is awarded tenure by the Board at the conclusion of her probationary period she shall be entitled to receive a one-time increase to base salary in the amount of \$5,000 in acknowledgment of the receipt of tenure.
- o. Doctoral Stipend: Effective July 1, 2021, the Assistant Superintendent for Instruction and Human Resources shall be entitled to receive an annual doctoral stipend of \$2,000. Said stipend shall not be added to base wages and shall not be cumulative.



3. **WRITTEN AGREEMENT:**

This Agreement shall continue in full force and effect from July 1, 2021 through June 30, 2022, (subject to the Assistant Superintendent for Instruction & Human Resources' probationary and/or tenured status as set forth in the preceding WHEREAS clauses) unless otherwise terminated, modified or extended by agreement in writing between the parties.

4. **SEVERABILITY:**

If any provision of this Agreement is determined to be contrary to law, it is understood and agreed that such provision shall be deemed deleted and the balance of the Agreement without such deleted provision, if otherwise lawful, shall remain in full force and effect. If any such deleted provision involves compensation or a money benefit, the undersigned parties agree to negotiate as part of the Agreement in place of such deleted provision a substitute of comparable value thereto, and in the event of an impasse exceeding forty-five (45) days, either party hereto may submit the issue for final disposition, to arbitration by the American Arbitration Association pursuant to its rules, which Association shall be empowered to make an award of comparable value or compensation as reasonably implements the intent of the parties under the deleted provision.

5. **EFFECTIVE DATE:**

This Agreement shall be effective on the 1st day of July, 2021.

6. **ENTIRE AGREEMENT:**

This Agreement constitutes the full and complete agreement between the Board and the Assistant Superintendent for Instruction & Human Resources and may not be altered, changed, added to, deleted from, or modified except through the mutual written consent of the parties.

7. **BOARD APPROVAL**

This Agreement is subject to approval by the Board of Education pursuant to a duly adopted resolution.



SUPERINTENDENT OF SCHOOLS



DR. GAIL E. DUFFY

Dated: 5/5/21

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