

## **I. EMPLOYMENT AGREEMENT**

**THIS AGREEMENT**, made this 21st day of April, 2020 by and between the **BOARD OF EDUCATION OF THE TUCKAHOE UNION FREE SCHOOL DISTRICT**, having its office at 65 Siwanoy Boulevard New York 10709, hereinafter referred to as the "Board" and Amy Goodman, [REDACTED], hereinafter referred to as "Ms. Goodman."

## **II. W I T N E S S E T H :**

**WHEREAS**, the Board of Education seeks to employ Ms. Goodman as Superintendent of Schools for its School District and Ms. Goodman seeks to serve as Superintendent of Schools; and

**WHEREAS**, the Board of Education seeks to appoint Ms. Goodman as its Superintendent of Schools for a term commencing July 1, 2020 and ending June 30, 2024; and

**WHEREAS**, the Board of Education and Ms. Goodman seek to provide for the terms of said relationship in the form of this employment agreement entered into pursuant to the Education Law, as approved by the Board;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

1. The Board hereby agrees to employ Ms. Goodman and Ms. Goodman hereby agrees to work for the Board as Superintendent of Schools for a term commencing on the 1st day of July, 2020, and ending on the 30th day of June, 2024. This Agreement and the corresponding term appointment are subject to and contingent upon Ms. Goodman successfully completing all State Education Department fingerprinting requirements. Additionally, it is understood that Ms.

## **I. EMPLOYMENT AGREEMENT**

**THIS AGREEMENT**, made this 21st day of April, 2020 by and between the **BOARD OF EDUCATION OF THE TUCKAHOE UNION FREE SCHOOL DISTRICT**, having its office at 65 Siwanoy Boulevard New York 10709, hereinafter referred to as the "Board" and Amy Goodman, residing at 1 Renaissance Square, White Plains, New York 10601, hereinafter referred to as "Ms. Goodman."

## **II. W I T N E S S E T H :**

**WHEREAS**, the Board of Education seeks to employ Ms. Goodman as Superintendent of Schools for its School District and Ms. Goodman seeks to serve as Superintendent of Schools; and

**WHEREAS**, the Board of Education seeks to appoint Ms. Goodman as its Superintendent of Schools for a term commencing July 1, 2020 and ending June 30, 2024; and

**WHEREAS**, the Board of Education and Ms. Goodman seek to provide for the terms of said relationship in the form of this employment agreement entered into pursuant to the Education Law, as approved by the Board;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

1. The Board hereby agrees to employ Ms. Goodman and Ms. Goodman hereby agrees to work for the Board as Superintendent of Schools for a term commencing on the 1st day of July, 2020, and ending on the 30th day of June, 2024. This Agreement and the corresponding term appointment are subject to and contingent upon Ms. Goodman successfully completing all State Education Department fingerprinting requirements. Additionally, it is understood that Ms.

Goodman and the District will work towards receiving an extension of the waiver requirements to employ Ms. Goodman as Superintendent from July 1, 2020 through December 31, 2020, with the goal of having the extension of the waiver in place by July 1, 2020.

2. (a) Ms. Goodman, as Superintendent of Schools, shall be the chief administrative officer of the District and shall have the power and obligation to perform all those duties and to accept all those responsibilities, under the direction of the Board, as are:

- (i) set forth in Section 1711 of the Education Law of the State of New York including any amendments thereof or successor statutes thereto;
- (ii) specified in the Policy Manual of the Board;
- (iii) normally associated with the position of Superintendent of Schools, including, but not limited to, budget formulation and administration, pupil course of study and curriculum, public relations, personnel management and labor relations;
- (iv) imposed upon or granted to a Superintendent of Schools under the provisions of the Education Law or other statute of the State of New York, or by rule or regulation of the Commissioner of Education.

(a) The Board may, from time to time, prescribe additional duties and responsibilities consistent with the position of Superintendent of Schools.

(b) With respect to their relationship 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 the applicable rules and regulations of the Board of Regents and

the Commissioner of Education of the State of New York. Consistent with and pursuant to Education Law §211-B(5)(a) Ms. Goodman shall fully cooperate with any distinguished educators appointed by the Commissioner of Education.

(c) Ms. Goodman shall devote her full time skill, labor and attention to the discharge of her duties as Superintendent of Schools during the term of this Agreement. However, she may make application to the Board to undertake consultative work, speaking engagements, lecturing or other professional activities, with or without remuneration, so long as such activities do not interfere with the full and faithful discharge of her duties and responsibilities. Any such work shall be subject to advance approval by the Board.

2. (a) Ms. Goodman will be paid for his services a salary of Two Hundred Thousand and Sixty Eight (\$268,000.00) Dollars for the first year of this Agreement. For the second year of this Agreement and each year thereafter, she will be paid a salary to be determined by the Board as a result of a qualitative evaluation of his performance. In no event shall the salary be less than the salary paid to her in the previous year.

On or about June 15 of each year of this Agreement, the Board shall meet to discuss and determine what, if any, salary increase shall be made for the following year. The decision of the Board shall be communicated to Ms. Goodman on or before July 1 of each year of this Agreement.

(a) Ms. Goodman's salary shall be paid in accordance with customary payroll procedures. The Board will contribute \$5,000 annually while Ms. Goodman is actively employed by the District to a tax shelter vehicle. It is understood and agreed that Ms. Goodman may also shelter amounts from her base salary within the limits permitted by the Internal Revenue Code at no additional cost to the Board.

3. Ms. Goodman shall possess a valid certificate to act as a Superintendent of Schools in the State of New York during the term of her employment with the District and a copy of such certification shall be filed by Ms. Goodman with the Clerk of the Board prior to the first day of her employment. Ms. Goodman shall immediately notify the Board in writing of any change in the status of her certification. Failure to maintain such certification shall be grounds for immediate termination of this Agreement and the corresponding term appointment.

4. Ms. Goodman shall be granted paid leave for the following holidays: Independence Day, Labor Day, Rosh Hashanah (when on a school day and school is closed), Yom Kippur (when on a school day and school is closed), Columbus Day, Veterans Day, Thanksgiving, the Friday following Thanksgiving, the December/January recess (when school is closed), Christmas, New Year's Eve, New Year's Day, Martin Luther King Jr. Day, President's Day, Good Friday, and Memorial Day. Ms. Goodman shall work on days when students are on recess (February Break, Spring Break), unless she uses the leave provided in Paragraph "6" below.

5. (a) Ms. Goodman shall be entitled to thirty (30) days of paid leave to be used for the purpose of vacation and/or sick and/or personal leave as needed. Ms. Goodman may carry over any unused days at the end of the year, up to a maximum of two hundred and forty (240) days.

(a) No more than thirty (30) days may be used during any school year, except in the case of long-term illness or injury. Accumulated days may only be used for long-term illness or injury and not vacation or personal leave. Up to ten (10) days per year may be used for illness or injury in Ms. Goodman's immediate family. For purposes of this benefit, "immediate family" shall be defined as spouse, children and parents.

(b) The Board reserves the right to request of Ms. Goodman that she provide written verification from a physician of the nature of the absence which requires the use of sick leave and the projected date of return to duty in the case of long term illness and may, in such case, require Ms. Goodman to attend a medical examination by a physician chosen by the Board.

(c) Ms. Goodman shall not be entitled to any cash payment upon termination of, or retirement from her employment for any accumulated sick, vacation and personal days.

6. Ms. Goodman shall so advise the President of the Board of Education in advance in the event that the business of the District requires her to be out of District on a work day.

7. The Board understands that Ms. Goodman currently receives health insurance through her former employer and it is her intention is to continue to do so. Should she lose coverage at any point: (a) during her employment or (b) while she is retired, if she has met the qualifications for insurance in retirement as set forth below, she will be eligible for health insurance through the District under the following terms:

(a) The Board will provide Ms. Goodman with family or individual health insurance, as eligible, with the District to pay eighty (80%) percent of the appropriate premium and Ms. Goodman to pay the remaining portion of the appropriate premium through payroll deduction. The plan shall be the group policy offered to employees of the District.

(b) The Board will provide Ms. Goodman with dental and optical coverage through the group policies of the District.

(c) After completing four (4) full years of employment in the District, and provided she remains retired under the rules of the New York State Teachers Retirement System, Ms. Goodman shall be eligible to receive District sponsored health insurance in retirement. Should Ms. Goodman choose to access health insurance in retirement through the District at any

time prior June 30, 2028, the District contribution rate shall be fifty (50%) percent. Thereafter, the District premium contribution rate shall be increased to eighty (80%) percent. The District will shall not reimburse Ms. Goodman for any Medicare Part B premium. It is understood that Ms. Goodman can access the District's retiree insurance at any time after her employment with the District ends, and does not need to be enrolled immediately upon the termination of employment, provided she has worked for the District for at least 4 years. This paragraph shall survive the term and be enforceable after the termination of this Agreement, but shall only be available for so long as Ms. Goodman remains retired.

8. (a) The Board will, subject to its advanced approval, reimburse Ms. Goodman for the cost of attendance professional conferences and reasonable expenses related thereto attended by her, not to exceed the amount budgeted therefore. The Board will pay for her annual membership in up to four (4) professional organizations.

(a) The Board will provide Ms. Goodman with a cellular phone and service related thereto. It is understood and agreed that Ms. Goodman may use said cellular phone for personal use so long as such usage does not exceed the maximum included minutes permitted under the District's plan and that such use is consistent with any applicable Board Policy. The Board shall provide a laptop computer for Ms. Goodman' use with the understanding that such use shall be consistent with Board Policy and the District's Acceptable Use Policy. Any and all property provided for Ms. Goodman' use, including but not limited to a cell phone and/or laptop computer, shall be on a loan basis and shall remain the property of the District. Ms. Goodman shall return all such property upon the end of her working relationship with the District unless authorized by an act of the Board to purchase any such equipment at a fair market value at which point, prior to Ms. Goodman taking personal possession of any such equipment, all software

licensed to the District together with District data shall be removed from such equipment. Upon receipt of any such piece of equipment Ms. Goodman shall issue a memo to the Board of Education acknowledging receipt of same.

(b) Ms. Goodman will be reimbursed for reasonable expenses incurred for the reasonable cost of business meals and meals associated with attendance at approved conferences in the performance of his duties as Superintendent of Schools, upon presentation of appropriate receipts.

9. The Board will meet with Ms. Goodman no later the third month of each contract year to determine the criteria, goals and objectives upon which she will be evaluated for that school year. The Board will meet with her in June of each year to discuss its evaluation of her performance on the basis of such criteria, goals and objectives and to provide her with a written evaluation.

10. (a) Throughout the term of this Agreement, Ms. Goodman shall be subject to discharge only for good cause. Any charges against her shall be presented to her in writing. She shall be entitled to a notice of hearing and a hearing before an independent hearing officer, mutually selected by the parties. The hearing officer shall be an independent attorney who has not previously been employed by the District or had an attorney-client relationship with the District and who has experience in labor, education and contract law. If the parties cannot mutually agree on a hearing officer after a good faith effort to do so, the Board shall select a hearing officer subject to the qualifications set forth herein. The hearing officer shall render findings of fact and make recommendations. The Board shall give serious consideration to the findings and recommendations by the hearing officer and if the Board rejects the findings and recommendations, such rejection must be based upon the record developed by the parties at the



hearing. If Ms. Goodman chooses to be accompanied by legal counsel at such hearing, she will assume the cost of such legal services.

(a) If Ms. Goodman is unable to render the services required of her hereunder by reason of sickness or other disability for a period of six (6) months, at the sole option of the Board and upon written notice to Ms. Goodman, the Board may terminate this Agreement without further obligation to her.

11. Ms. Goodman shall also be entitled to all protections of all New York State Statutes providing indemnification and legal defense to the officers and employees of the School District, including but not limited to the provisions of Public Officers Law Section 18.

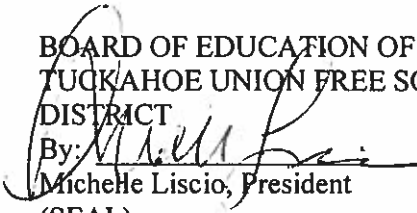
12. No later than the end of the sixth (6<sup>th</sup>) month of the last year of the Agreement, the Board will inform Ms. Goodman in writing whether or not it desires to negotiate a successor agreement to this Agreement. In order for the requirements of this clause to be effective, Ms. Goodman shall provide the Board with a written reminder of this obligation at least thirty (30) calendar days prior thereto.

13. Should Ms. Goodman wish to leave the employ of the District prior to the end of the contract term herein, she shall provide the Board with nine (9) months written notice of same.

14. 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 this Agreement without such deleted provision, if otherwise lawful, shall remain in full force and effect. All prior discussions and agreements between the parties shall merge in this Agreement and any amendment of this Agreement shall be in writing and executed by both parties. The law of the State of New York shall govern this Agreement.

IN WITNESS WHEREOF, the Board has caused this Agreement to be signed by its President and has caused its seal to be hereunto affixed and Ms. Goodman has hereunto set her hand and seal, all on the day and year first above-written.

BOARD OF EDUCATION OF THE  
TUCKAHOE UNION FREE SCHOOL  
DISTRICT

By:   
Michelle Liscio, President  
(SEAL)

ATTEST

Witness 

SUPERINTENDENT

  
Ms. Amy Goodman