

6/29/20

AGREEMENT

THIS AGREEMENT, made the 29th day of June, 2020, by and between the BOARD OF EDUCATION, THREE VILLAGE CENTRAL SCHOOL DISTRICT OF BROOKHAVEN AND SMITHTOWN, SUFFOLK COUNTY, NEW YORK (hereinafter referred to as "Board"), and Ms Cheryl Pedisich (hereinafter referred to as "Superintendent")

WITNESSETH

WHEREAS, the Board has previously employed the Superintendent as the Chief Executive and Administrative Officer of the District pursuant to a contract covering the period July 1, 2015 through June 30, 2018, and

WHEREAS, on July 7, 2017, the parties entered into an amendment to said contract, and

WHEREAS, the Board wishes to enter into a further agreement covering the period July 1, 2018 through August 31, 2021, upon the terms and conditions of employment set forth herein, and

WHEREAS, the Superintendent has accepted the Board's offer of continued employment, and

WHEREAS, it is acknowledged that a written contract specifying the terms and conditions of the Superintendent's employment by the District will provide the basis for effective communication and true understanding between the parties, and

WHEREAS, the parties hereto desire to enter into a formal contract covering the employment of the Superintendent by the Board as Superintendent of Schools of the Three Village Central School District of Brookhaven and Smithtown ("School District")

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, it is herein mutually covenanted and agreed as follows

1 Offer of Employment The Board, pursuant to 1711(3) of the New York Education Law and in accordance with a resolution duly moved, seconded and adopted at a meeting held on June 29, 2020, hereby offers to extend the employment of the Superintendent upon the terms and conditions set forth in this Agreement

2 Acceptance by Superintendent The Superintendent hereby accepts said offer of employment and agrees to perform, to the best of her ability, the duties of such position

3 A Superintendent's Duties and Responsibilities The Superintendent shall be Chief Administrative Officer of the School District and shall have the power and obligation to perform all those duties and to accept those responsibilities as are

(i) Set forth in §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

B The Board may, from time to time, prescribe additional duties and responsibilities except that it shall not adopt by-laws or resolutions, nor in any way, manner or means impair, reduce, or reassign the duties and responsibilities of the position of Superintendent. If additional duties and responsibilities are assigned, the same shall be in character and consistent with the position of Superintendent of Schools

C 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 the applicable rules and regulations of the Board of Regents and the Commissioner of Education of the State of New York

4 Term of Employment

A The Superintendent's term of employment shall commence July 1, 2018 and terminate on August 31, 2021

B If the Board has determined not to renew this Agreement at its expiration, it shall, at least one (1) year prior thereto, serve written notice of intention not to renew to the Superintendent, so that she may have ample opportunity to seek other employment. However, failure to provide the notification referred to herein shall not result in the extension of this contract. Nothing herein contained shall preclude termination of this Agreement by mutual consent of the parties with or without prior notice.

C The Superintendent shall give the board at least six (6) months' notice of her intent to terminate this contract, at any time during its term prior to expiration. During the term of this contract, the Superintendent shall also inform the Board if she has taken affirmative steps such as submitting an application or accepting an invitation to an interview in pursuit of other employment, or has determined to retire.

5 Base Salary

A The Board shall pay to the Superintendent at the annual rate of Two Hundred Ninety-Nine Thousand Two Hundred Fifty (\$299,250.00) Dollars for the contract year commencing July 1, 2018 and ending June 30, 2019, Three Hundred Twenty-Five Thousand (\$325,000.00) Dollars for the contract year commencing July 1, 2019 and ending June 30, 2020, and Three Hundred ~~Twenty-Five~~ ^{THIRTY FOUR} Thousand ~~(~~ ^{SEVEN HUNDRED FIFTY} ~~)~~ (\$334,750.00) Dollars for the contract year

commencing July 1, 2020 and ending June 30, 2021. The Superintendent's annual salary for the period July 1, 2020 through June 30, 2021, shall be prorated for the period July 1, 2021 through August 31, 2021.

B The District shall contribute annually an amount not to exceed Ten Thousand (\$10,000.00) Dollars, pursuant to the applicable IRS regulations in effect during a particular year, to a tax sheltered annuity of the Superintendent's choice, provided that the aforementioned contribution does not exceed the annual amount permitted by such regulations. In the event that the annual contribution delineated above does exceed IRS regulations, then the District shall make a lesser contribution which is the equivalent of the maximum annual amount permitted. The Superintendent must notify the Board no later than May 1 of each school year regarding the selection of the annuity to which the contribution is to be made. This benefit shall be prorated for the period July 1, 2021 through August 31, 2021.

C The annual sums paid to the Superintendent shall be gross sums and there shall be deducted therefrom such deductions as are required by law and those sums authorized by the Superintendent.

6 Qualifications The Superintendent represents that she is duly licensed under the laws of the State of New York and the Rules and Regulations of the State Department of Education to serve as Superintendent of Schools of the Three Village School District, and is fully competent to perform the duties of such office.

7 Vacation Leave

A In addition to regular school holidays, the Superintendent shall be credited with thirty (30) days' vacation leave annually on each July 1st of this Agreement. This benefit shall be prorated for the period July 1, 2021 through August 31, 2021. These days are to be taken at the discretion of the Superintendent, however, vacations of over five (5) consecutive workdays shall

be taken only after notice to and approved by the Board. The Superintendent shall be required to work during school recess periods except as to legal holidays falling within said periods unless vacation entitlement is utilized.

B. The parties acknowledge that pursuant to the contract dated October 25, 2011, the Superintendent was entitled to carry over to her new position the benefit set forth at Article III, Section B of her Staff Benefits Agreement dated February 1, 2011, measured as of June 30, 2012. The parties further acknowledge that during the period July 1, 2012 through June 30, 2015, there was no entitlement to carry over unused vacation days from year to year. However, the Superintendent was entitled to be paid for up to fifteen (15) days of unused vacation entitlement annually at the rate of 1/240th of her current annual salary for each day of unused accumulated vacation entitlement. Effective for days accumulated July 1, 2015 and thereafter, payment shall be made at the rate of 1/220th of her then current annual salary for each day of unused accumulated vacation day entitlement. Effective July 1, 2020, the Superintendent shall be entitled to be paid for up to twenty (20) days of unused vacation entitlement annually at the rate of 1/220th of her current annual salary for each day of unused accumulated vacation entitlement. This benefit shall be prorated for the period July 1, 2021 through August 31, 2021.

8 Other Remunerative Employment. During her term of employment, the Superintendent will perform her duties under the direction of the Board and will undertake no other remunerative employment without the written consent of the Board.

9 Sick Leave. The parties acknowledge that pursuant to the contract covering the period July 1, 2012 through June 30, 2015, the Superintendent was credited with 252 days of accumulated sick leave entitlement carried over from her prior position. The parties further acknowledge that pursuant to the aforesaid contract, the Superintendent is provided with fifteen (15) sick days annually, said days to be accumulated without limit for use purposes only. Pursuant to said

contract, the Superintendent was entitled to be paid for up to ten (10) unused sick days annually, at the rate of 1/240th of her current salary for each such day. Effective for days accumulated July 1, 2015 and thereafter, payment shall be made at the rate of 1/220th of her current salary for each such day. This benefit shall be prorated for the period July 1, 2021 through August 31, 2021.

10 Other Paid Leave. The following days of the contract year may be taken without loss of pay:

A Personal Leave. Four (4) days for personal business. Effective for days accumulated July 1, 2018 and thereafter, unused personal days shall accumulate annually as sick leave. This benefit shall be prorated for the period July 1, 2021 through August 31, 2021.

B Bereavement Leave. The Superintendent shall be entitled to up to five (5) days in connection with the death of a member of the immediate family which shall be defined as mother, father, sister, brother, spouse, children, grandparents, grandchildren, mother-in-law, father-in-law, stepchildren.

C Legal Proceedings. For any mandated appearance and legal proceedings where the Superintendent is subpoenaed, or any legal proceedings connected with her employment with the School District.

D Jury Duty. Time necessary for serving on jury duty.

E Notwithstanding the provisions of Paragraph 7 of this agreement regarding the accumulation of vacation entitlement and Paragraph 9 of this agreement regarding accumulation of unused sick leave entitlement for use purposes only, in the event the Superintendent has accumulated unused vacation, sick or personal days at the time of her employment with the District terminates, she shall receive payment equal to (1/210th) of the Superintendent's annual salary at the time of her employment termination, multiplied by seventy (70%) percent for each day of

unused accumulation, vacation, sick or personal days up to maximum of 200 days for each day of unused accumulation vacation, sick or personal days up to maximum of 200 days

11 Health Insurance

A Participation in Plan - During the period of her employment, the Superintendent may participate in the District's health insurance plan, individual or family coverage, as appropriate. The District shall contribute 83% of the premium costs thereof.

B The Superintendent shall be entitled to participate in the dental and vision insurance plan provided by the District to administrators at no cost to the Superintendent.

C Health Insurance in Retirement - The Superintendent shall be entitled to continued participation in the District's health insurance plan in retirement, individual or family coverage, as appropriate. The District shall contribute 83% of the premium cost thereof.

D Dental and Vision in Retirement - The Superintendent shall be entitled to continued participation in the dental and vision insurance plan in retirement, provided by the District to administrators at no cost to the District.

12 Life Insurance Policy During the life of this agreement, the Board shall provide and maintain in effect a term life insurance policy in the amount of \$500,000.

13 Automobile Allowance The District shall pay an automobile allowance of \$5,400 annually for use by the Superintendent of her private automobile for District business to be paid at the rate of \$450 per month.

14 Expense Reimbursement

A The Superintendent is authorized to incur reasonable expenses in connection with her membership in and attendance at the annual conferences and meetings of the local, state and national associations of Chief School Administrators, the state and national conventions of school board associations and such civic organizations as the Board and the Superintendent.

mutually agree are important for desired community involvement. The amount to be expended for said items shall not exceed the amounts contained in the budget presented to the voters for said expenditures.

B The Board will pay or reimburse the Superintendent for all such expenses upon presentation, from time to time, of an itemized account of such expenditures.

15 Equipment The Superintendent shall be provided with a computer and fax machine for use in connection with District business. These items shall remain the property of the District. The District shall provide the Superintendent with a monthly allowance of \$125.00 associated with the Superintendent's use of her cellular phone for business purposes.

16 Evaluation The parties agree that they will confer in executive session annually for the purpose of evaluating the Superintendent's performance and her working relationship with the Board. In addition, the parties will confer during the month of June for the purpose of defining a plan of action for the School District. The Board's evaluation of the Superintendent will be reduced to writing and given to the Superintendent. The written evaluation shall be furnished to the Superintendent no later than the last day of June in each of the contract years.

17 Waiver Any waiver of any provision in this contract shall not be deemed to be a waiver of any other or of a subsequent breach, and shall not be construed to be a modification of the terms of the contract.

18 Distinguished Educator The Superintendent is required to and shall cooperate fully with any distinguished educator appointed by the Commissioner, as required by law.

19 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 this 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 this 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

20 Board Referral The Board, individually and collectively, shall promptly and discreetly refer to the Superintendent, for her study and recommendation, any and all criticism, complaints, suggestions, communications, or comments regarding the administration of the School District, the Superintendent's performance of her duties and the performance of duties of other employees of the School District

21 Hearing Procedures The Superintendent shall not, except pursuant to Paragraph 4 herein, be discharged, disciplined or terminated from employment without just cause and only following a fair hearing before an impartial hearing officer conducted in accordance with the evidentiary standard set forth in subparagraph (iv) herein. Said hearing shall be held according to the following procedures,

(i) The Superintendent shall be served personally or by registered mail, return receipt requested, at her last known place of residence with a particularized written statement of said charges against her

(ii) An impartial hearing officer shall be selected in the manner prescribed for the selection of arbitrators pursuant to the Rules and Regulations for Voluntary Labor Arbitration of the American Arbitration Association. Selection of a hearing officer pursuant to the Voluntary Labor Arbitration Rules and Regulations of the American Arbitration Association shall not be deemed to constitute agreement between the parties that the hearing procedures contained herein

constitute an "arbitration" proceeding. Rather, it is the intent of the parties to provide an effective due process proceeding and to permit the Superintendent to appeal from any and all aspects of the proceeding and from the final decision of the Board of Education pursuant to §310 of the Education Law.

(iii) At least twenty (20) days shall elapse between the service of said charges and the commencement of any hearing under this provision. The Superintendent shall have the right to be represented by counsel at all stages of the proceeding, to have all testimony taken under oath, to present witnesses on her own behalf, to question witnesses against her by cross-examination, to present real and tangible evidence in the form of documents, papers and other such evidence, to receive without cost an accurate written transcript of each day of the proceedings as recorded by a certified court stenographer, and to have reasonable access to all documents, papers, and other real and tangible evidence in the possession of the School District subject to a ruling by the impartial hearing officer concerning relevance.

(iv) The Board shall bear the burden of proof and the burden of proceeding with regard to the above-described charges and hearing and shall be required to prove said charges by a preponderance of the evidence.

(v) The Superintendent shall receive her base salary and benefits as provided by this Agreement until the final decision of the Board of Education. She may be suspended from her duties until the final determination of the Board of Education by way of a written notice to that effect from the Board of Education.

(vi) The decision of the hearing officer shall contain express findings of fact based solely on the record before the hearing officer and shall contain conclusions of law, as well as the hearing officer's determination of guilt or innocence on each of the charges and/or specification

thereto The hearing officer shall render a decision within thirty (30) days after the close of the hearing Said decision shall be advisory only

(vii) The Board may accept, reject or modify the decision of the hearing officer by the adoption of a formal Board resolution in executive session within ten (10) days of the date of receipt by the Board of the hearing officer's decision

(viii) The decision of the Board may be appealed to the Commissioner of Education by the Superintendent pursuant to §310 of the Education Law within the time period provided therein following the date of the Board's implementation of said decision

22 Indemnification

A The District agrees, as a further condition of this employment contract, that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in her individual capacity, or in her official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of her employment or under the direction of the Board

B The Board agrees to provide legal counsel and to indemnify the Superintendent against all uninsured financial loss arising out of any proceeding, claim, demand, suit or judgment by reason of the alleged negligence or other conduct resulting in bodily or other injury to any person or damage to the property of any person committed while the Superintendent is acting within the scope of her employment or under the direction of the Board


C As a condition of receiving such indemnification, the Superintendent shall, within five days of the time she is served with any summons, complaint, process, notice, demand or pleading, deliver a copy of the same to the Board


D If a conflict exists as regards the defense to such claim between the legal position of the Superintendent and the legal position of the District, the Superintendent may engage counsel in which event the District shall indemnify the Superintendent for the reasonable costs of legal defense. A determination as to the existence of a conflict shall be made in accordance with the provisions of Public Officers Law Section 18(3)(b)

23 Contract In Its Entirety The parties agree that this contract contains the entire understanding between the parties and that there are no representations, conditions, understandings, promises, or consideration of any nature whatsoever, except as herein expressed. This Agreement shall govern in the event of a conflict with any provision of Board policy.

IN WITNESS WHEREOF, the parties duly executed this Agreement the day and the year first above written.

BOARD OF EDUCATION, THREE VILLAGE
CENTRAL SCHOOL DISTRICT OF
BROOKHAVEN AND SMITHTOWN
SUFFOLK COUNTY, NEW YORK

By 
William F. Connors, Jr., President


Cheryl Pedisteh
Superintendent

Countersigned and
Attested


Kathleen Sampson
Clerk, Board of Education

3/24/21

AMENDMENT TO SUPERINTENDENT'S CONTRACT

Amendment made this 24 day of March, 2021, by and between the Board of Education of the THREE VILLAGE CENTRAL SCHOOL DISTRICT OF BROOKHAVEN AND SMITHTOWN, SUFFOLK COUNTY, NEW YORK (hereinafter "Board") and CHERYL PEDISICH (hereinafter "Superintendent").

WITNESSETH

WHEREAS, the parties have previously entered into an Agreement dated June 29, 2020, governing the employment of the Superintendent through August 31, 2021; and

WHEREAS, the parties now desire to amend the Agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties hereinafter contained and for other good and valuable consideration, the parties agree as follows:

1. **Term of Employment** – Paragraph 4(A) – The term of the contract is hereby extended so as to expire July 5, 2022.

2. **Base Salary** – Paragraph 5(A) – Delete and Substitute:

The Board shall pay to the Superintendent at the annual rate of Three Hundred Thirty-Four Thousand Seven Hundred Fifty (\$334,750.00) Dollars for the period July 1, 2021 through June 30, 2022. The Superintendent's salary shall be prorated for the period July 1, 2022 through July 5, 2022.

3. **Sick Leave** – Paragraph 9 – Third Sentence - Delete reference to "ten (10) unused sick days" and substitute reference to "twenty (20) unused sick days".

4. **Payment for Unused Accumulated Vacation, Sick and Personal Days** – Paragraph 10(E) – Delete reference to "200 days" and substitute reference to "225 days".

5. Vacation Leave, Sick Leave and Personal Leave – Paragraph 7, Paragraph 9 and Paragraph 10 – The Superintendent’s benefits set forth at these paragraphs shall be prorated for the period July 1, 2022 through July 5, 2022.

6. All of the provisions contained in the Agreement dated June 29, 2021, not specifically modified herein, shall remain in full force and effect.

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

BOARD OF EDUCATION
THREE VILLAGE CENTRAL
SCHOOL DISTRICT



CHERYL PEDISICH
Superintendent



INGER GERMANO
President