

AGREEMENT made this 15th day of July, 2014 by and between the **BOARD OF EDUCATION** (hereinafter the "Board") of the **MT. SINAI UNION FREE SCHOOL DISTRICT**, Town Brookhaven, Suffolk County, New York (hereinafter referred to as "District") and Gordon Brosdal residing at Miller Place, New York (hereinafter referred to as "Superintendent").

WITNESSETH:

WHEREAS, the Board has offered to employ the Superintendent as the chief executive and administrative officer of the Mt. Sinai Union Free School District, upon terms and conditions set forth herein; and

WHEREAS, the Superintendent has accepted said offer of 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 have mutually agreed upon the following terms and conditions relative to the Superintendent's employment by the District.

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, and other good and valuable consideration, the parties agree as follows:

1. Offer of Employment

The Board, pursuant to §1711, subsection 3 of the New York State Education Law, hereby offers to employ Gordon Brosdal as Superintendent of Schools of the District upon the terms and conditions set forth in this Agreement.

2. Acceptance by the Superintendent

(a) The Superintendent hereby accepts said offer of employment and agrees to perform, to the best of his ability, the duties of such position.

(b) Brosdal shall be formally appointed as Supt. under the terms of this Agreement at the Board of Education's July 15, 2014 meeting.

3. Term of Employment

(a) The Superintendent's initial term of employment shall be for a term, commencing August 1, 2014 and terminating on June 30, 2017, unless further extended or sooner terminated as hereinafter provided. This Agreement may be terminated as provided herein, or by written agreement between the Board and the Superintendent; for all purposes under this Agreement the Superintendent's initial year of employment shall be considered as the period August 1, 2014 through June 30, 2015.

(b) No later than July 1, 2016 and in each succeeding year (by July 1) of the Agreement, or any extension thereof, the Board shall meet to consider extending the term of the Superintendent's contract for an additional one year period. At such time, a motion to extend the term of this contract for an additional one-year period will be moved, seconded and voted upon by the Board of Education. It shall be the obligation of the Superintendent of Schools to notify, in writing, the Board of Education, of the necessity to consider by July 1, 2016 and, as applicable, July 1 of subsequent years, the matter of an extension of this Agreement.

(c) 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 to in writing by the parties.

4. Superintendent's Duties and Responsibilities

The parties are to mutually establish goals and objectives for the evaluation of the Superintendent no later than October 1, 2014 (and no later than October 1 during each year of this Agreement); absent a mutual agreement on the goals and objectives the Board will be permitted to set goals and objectives no later than October 31 of each year of this Agreement.

The Superintendent shall have the powers and perform those duties reasonably and customarily performed by a Superintendent of Schools in Suffolk County and the State of New York and those prescribed for him by law and by the By-Laws, Rules and Regulations and directives of the Board and shall have such further powers and duties as may from time to time be duly assigned to him by the Board, including but not limited to the following:

(a) to serve as the executive officer for the Board and be charged with the responsibility for implementing the policies of the Board. He shall work with the Board President in planning the agenda for each meeting, shall attend all meetings and participate in all regular and special meetings of the Board and executive meetings of the Board except such executive sessions wherein his employment status or evaluation is being considered and/or determined.

(b) to cooperate with the Board of Education in developing a harmonious and close working relationship with the Board. He shall treat all Board members impartially and alike, refraining from criticism of individual or group members of the Board. He shall go to the Board when serious differences of opinion arise in an earnest effort to resolve such differences immediately;

(c) to serve as a resource person and advisor to the Board. He shall keep the Board informed on issues, needs, and operation of the school system. He shall

offer advice to the Board, based on thorough study and analysis, on items requiring Board action;

(d) to provide a continuous appraisal of all school policies originating with the Board. He shall advise the Board on the need for new and/or revised policies and suggest draft policies to satisfy those needs;

(e) to develop administrative principles and procedures for implementing Board policy. He shall ensure the enforcement of all provisions of law, rules and regulations, and Board policy relating to the management of the schools and other educational, social and recreational activities. He shall interpret for the staff all Board policies and applicable laws, rules and regulations;

(f) to understand and keep informed on all aspects of the instructional program at all levels. He shall have responsibility for the supervision of instruction and shall bring to the school, in a leadership capacity, the best in educational thought and practice. He shall, on a continuing basis, review and update the educational program of the school, and keep the Board informed of all changes in curriculum;

(g) to recommend to the Board for its adoption all courses of study, curriculum guides and textbooks to be used in the schools;

(h) to encourage a positive approach to student behavior and discipline;

(i) to develop and implement sound personnel practices, including recruitment, hiring, assignment, supervision, the professional and leadership development of administrative staff, evaluation, promotion, and discipline of all personnel. He shall develop procedures for the selection of staff members. He shall establish standards for teacher selection, and shall provide a framework for continuing in-service training of all professional staff members;

(j) to recruit qualified professional, civil service, and non-certified

personnel;

(k) to nominate both non-professional and certificated employees for appointment, promotion, transfer or dismissal in accordance with the policies of the Board and the procedures outlined by the law. He shall make recommendations to the Board regarding salary and tenure of all employees. He may temporarily suspend any employee for cause and shall promptly report such suspension to the members of the Board. Unless otherwise determined by the Board, he is authorized to reemploy all employees upon the adoption by the Board of the budget for the following year;

(l) to supervise and evaluate all staff members. He shall work for good morale and be impartial, firm and fair in dealing with staff;

(m) to encourage in-service education and the professional growth of staff through conferences, workshops, group discussions, committee/individual studies and use of consultants;

(n) to advise the Board, in conjunction with the Board-designated negotiator(s), in all collective bargaining matters;

(o) to prepare and present to the Board a preliminary annual budget in accordance with a schedule established with the Board. He is responsible for ensuring that the budget, as adopted by the Board and approved at the annual meeting, is properly administered. He shall ensure that regular reports are made to the Board on the status of the budget;

(p) to establish efficient procedures to maximize income, safeguard investments and provide effective controls for all expenditures of school funds in accordance with the adopted budget. He shall ensure that all necessary bookkeeping and accounting records are maintained by the District;

(q) to supervise operations, maintenance, alterations and repair to

buildings and grounds, insisting on competent and efficient performance;

(r) to evaluate plant needs and recommend to the Board improvements, alterations and changes in the buildings and equipment of the District;

(s) to supervise the public relations activities of the District. He shall keep the public informed about the policies, practices and problems in the District's schools, and provide leadership in changing attitudes and practices for the future. He shall develop friendly and cooperative relationships with the news media;

(t) to establish and maintain an effective working relationship with all segments of the community; parent-teacher organizations, local and state government; other school systems, institutions, agencies, civic organizations, and the general public. He shall solicit and give attention to problems and opinions of all groups and individuals.

The above prescribed authorities; duties; prerogatives and entitlements of the Superintendent are to adhere at all times throughout the term of this Agreement (and any extension thereof) until such time as charges are preferred against the Superintendent under the terms of Article 20; at such time the Board of Education will be entitled to prescribe the duties (to the extent permitted by law) of the Superintendent notwithstanding the above contractual prescription; provided, however, that any reduced duties assigned to the Superintendent are not inconsistent with duties normally performed by a Superintendent of Schools.

5. Board Referral

The Board, individually and collectively, shall promptly and discreetly refer to the Superintendent, in writing, for his study and recommendation, any and all criticisms, complaints, suggestions, communications or comments regarding the administration of the District or the Superintendent's performance of his duties.

6. Certification

The Superintendent shall possess a valid certificate to act as a Superintendent of Schools in the State of New York during the term of his employment with the District.

7. Compensation

(a) The Superintendent's annual base salary for the period from August 1, 2014 through June 30, 2015 shall be One Hundred and Ninety-Five Thousand Dollars (\$195,000) to be pro-rated for the subject period; for the period July 1, 2015 through June 30, 2016 the Supt. shall receive an increase equivalent to the so-called "tax-cap" percentage amount promulgated by the State of New York in 2015 as applicable to school districts, but in no event shall the salary exceed Two Hundred Thousand Dollars (\$200,000.00) ; and for the period July 1, 2016 through June 30, 2017 the Supt. shall receive an increase equivalent to the so-called "tax-cap" percentage amount promulgated by the State of New York in 2016 as applicable to school districts, but in no event shall the salary exceed Two Hundred and Five Thousand Dollars (\$205,000,00).

(b) The Superintendent's base salary to be provided during any contract extensions shall be established no later than July 1 of each applicable year of this Agreement.

(c) Any increase in the Superintendent's base salary during any extension period of this Agreement shall be in the form of an amendment to this Agreement; and it shall not be considered that the Board or the Superintendent has entered into a new Agreement, unless expressly stated in writing by both parties.

8. Performance Evaluation

(a) The Board shall devote at least a portion of one meeting during the month of June in each year of the Superintendent's employment by the District to an

evaluation in executive session of his performance and his working relationship with the Board. The evaluation shall be based upon performance criteria mutually agreed upon by the parties (no later than October 1 of each year of this Agreement) or established by the Board upon the failure of the parties to mutually establish such goals and objectives, and shall be reduced in writing on a form mutually agreed upon by the parties. The Superintendent shall be provided with a copy of the written evaluation, signed by all the members of the Board, at least ten (10) days prior to the executive session of the Board scheduled to discuss such evaluation.

9. Other Benefits

(a) Personal Days - The Superintendent shall be granted three (3) personal leave days each year.

(b) Vacation Leave

The Superintendent shall be entitled to twenty – five (25) working days of paid vacation per year to be arranged subject to the approval of the Board; he shall be entitled to “sell-back” five (5) days of such allotment as of June 30 of each year of this Agreement at a per diem rate established by multiplying $1/240^{\text{th}}$ by his then annual salary; furthermore he shall be entitled to carry-over a maximum of ten (10) days into the subsequent year.

(c) Holidays

The Superintendent shall receive twelve (12) paid holidays during the term of this Agreement to include: Labor Day, Independence Day, Columbus Day (provided school is not in session), Thanksgiving Day, as well as "Thanksgiving Friday", Christmas Day, New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day and such two (2) other "holidays" as are agreed upon between the Superintendent and Board of Education. He shall work two of the three recesses (winter, December

holiday and spring) provided for within the District calendar.

(d) Sick Leave

The Superintendent shall be entitled to fifteen (15) sick days per year. In the event the Superintendent possesses unused accumulated sick leave at the time his retirement from the District employment he shall be entitled to 50% of the sick days accumulated (max. of 100) at the rate of 1/240th of his then annual salary.

(e) Bereavement Leave

The Superintendent will be entitled to five (5) days of bereavement leave to be utilized for the death of a spouse, child, sibling, parent, mother-in-law and father-in-law.

(f) Life Insurance

The Supt. is to be entitled to a payment of \$1500 toward the purchase of a life policy of his choosing; in addition, presuming he is "insurable" he will be entitled to be included within the group term coverage ~~(\$40,000)~~ provided for staff members of the School District.
20,000 RB
EJS

10. Survivor's Benefits

In the event of death, any unused vacation leave shall be payable to the estate of the deceased as earned salary, said unused vacation leave to be converted to its cash equivalent on the basis of 1/240th of the Superintendent's then annual salary

11. Dental

The Superintendent of Schools shall be granted dental insurance under such plan and under such conditions as is in force and effect within the terms of the Administrators' Agreement.

12. Expense Reimbursement

(a) The Superintendent is authorized to incur reasonable expenses in

the discharge of his duties, including but not limited to expenses for travel and lodging; professional association dues and fees relating to memberships currently extant and those approved by the Board of Education; attendance at a maximum per annum of three (3) professional conferences and meetings held on a on a state and local level; and similar items related to his employment.

(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.

13. Medical/Health Coverage

The Superintendent will expressly, as a condition of employment, not receive health insurance coverage as provided to administrative personnel within the District on the basis that he is entitled to and will be receiving such coverage under the terms of a prior school district employer's retirement package which he has availed himself of prior to the effective date of his employment with the Mt. Sinai UFSD.

14. Transportation

The Board shall reimburse the Supt. for mileage incurred on District business (and not commutation) at the prescribed rate provided by the IRS.

15. Jury Duty

The Superintendent, if required to serve as a juror, shall be paid full salary, without loss of sick or personal leave, during the period of civic obligation for a total of ten (10) working days. He will remit to the School District the total per diem jury duty fees paid for jury service.

16. Indemnification

(a) 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 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 his employment or under the direction of the Board; such indemnification to be provided, as may be applicable under the terms of Education Law §§ 3023, 3028, 3811 and Public Officers Law §18.

(b) As a condition of receiving such indemnification, the Superintendent shall, within ten days of the time he is served with any summons, complaint, process, notice, demand or pleading, deliver a copy of the same to the Board.

17. Other Work

The Superintendent shall devote his full time, skill, labor and attention to the discharge of his duties during the term of this Agreement; provided, however, that he may undertake consultative work, speaking engagements, writings, lecturing or other professional duties, obligations and activities, with or without remuneration, so long as such activities do not interfere with the full and faithful discharge of the Superintendent's duties and responsibilities as specified herein and with the Board's approval.

18. Annual Medical Examination

The Superintendent agrees to have a comprehensive medical examination performed once during each twelve-month period of his employment prior to January 1, by a duly licensed physician of his choice and to file a statement from the examining physician certifying as to his physical competency with the Clerk of the Board. Such statement will be treated as confidential information. The cost of such annual medical examination shall be paid by the Board.

19. Termination

This Agreement may be terminated and the Superintendent may be removed during the term hereof only upon the happening of either of the following events:

(a) The Superintendent shall be unable, by reason of sickness or disability, to discharge the duties and responsibilities specified in this Agreement for a period of three (3) consecutive months beyond exhaustion of the Superintendent's accumulated sick leave entitlement; or

(b) The Superintendent is determined to be guilty of insubordination, immoral character, inefficiency, incompetence or neglect of duty sufficient to justify dismissal in accordance with the hearing procedures set forth in paragraph "20" hereof. The Board may not arbitrarily or capriciously call for his dismissal.

20. Hearing Procedures

(a) Charges against the Superintendent may only be brought by the Board and all such charges shall be in writing. The Superintendent shall be entitled to a fair hearing on said charges, upon at least thirty (30) days notice, before an independent hearing officer. The hearing officer shall be mutually selected by the District and the Supt.:

(i) Each party will submit to the District Clerk a list of the names and addresses of five persons who are acceptable and willing to serve as such hearing officer;

(ii) Within two days from receipt, the District Clerk shall compare the lists to see if the name of any individual appears on both lists. If so, the first such name to appear on the list submitted by the Superintendent shall serve as the hearing officer;

(iii) In the event that no individual is named on both lists, the hearing officer shall be selected pursuant to rules and procedures of the American Arbitration Association (AAA) established for labor arbitration by the AAA.

(b) The Superintendent may be suspended from the performance of his

duties during the pendency of such hearing; his salary shall be suspended during the time of his suspension, and shall be entitled to due process protection during such hearing, including but not limited to the right to elect a public or private hearing; to be represented by counsel; to present, cross-examine and subpoena witnesses; to subpoena documents, papers, letters or other tangible evidence; to have all testimony given under oath; to receive without cost an accurate written transcript of the proceedings; and to receive written findings of fact and conclusions of law from the hearing officer. The decision of the hearing officer shall be binding upon the parties, subject to their respective rights to appeal in accordance with the law.

(c) The establishment of this contractual procedure shall not be deemed to waive any rights, which the Superintendent or the Board of Education has at law or equity.

(d) If it is determined by the Hearing Officer that there is no finding of dismissal of the Superintendent the salary amount suspended will be reimbursed.

21. Governing Law

This Agreement has been entered into under, and shall be governed in accordance with, the laws of the State of New York.

22. Paragraph Headings

The paragraph headings in this Agreement are for convenience of reference only; if there is a conflict between any such heading and the text of this Agreement, the text shall control.

23. Written Agreement

This Agreement shall continue in full force and effect for the term expressed herein unless otherwise terminated, modified or extended in accordance with the provisions of paragraph "3" hereof or by an agreement in writing between the parties; this

Agreement shall not be susceptible to oral modification, nor shall parole evidence be admissible to establish any oral modification thereof.

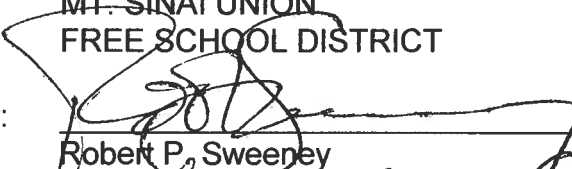
24. Severability

The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

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

BOARD OF EDUCATION OF THE
MT. SINAI UNION
FREE SCHOOL DISTRICT

By:


Robert P. Sweeney
President

By:


Gordon Brosdal
Superintendent of Schools

Countersigned and Attested:


Maureen Poerio, District Clerk