

TERMS AND CONDITIONS OF
EMPLOYMENT AGREEMENT BETWEEN
TUCKAHOE UNION FREE SCHOOL DISTRICT
AND
DR. ELLEN MCDONNELL

WHEREAS, the Tuckahoe Union Free School District (hereinafter “the District”) wishes to continue to employ Dr. Ellen McDonnell as the Assistant Superintendent for Curriculum, Instruction & Pupil Personnel Services and Dr. Ellen McDonnell wishes to continue her employment with the School District as its Assistant Superintendent for Curriculum, Instruction & Pupil Personnel Services on a probationary basis; and

WHEREAS, it is acknowledged that a writing specifying the terms and conditions of the Assistant Superintendent’s employment by the District will provide the basis for effective communication and future understanding between the parties; and

WHEREAS, the parties have mutually agreed upon the following terms and conditions related to the Assistant Superintendent’s employment by the School District;

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

1. **Parties.** This document sets forth the terms and conditions of employment between the Tuckahoe Union Free School District, with its Offices located at 65 Siwanoy Blvd., Eastchester NY 10709, and Dr. McDonnell, whose address is [REDACTED]
2. **Purpose.** The purpose of this Agreement is to set forth the terms and conditions of employment for the Assistant Superintendent. The term of this Agreement will be from July 1, 2017 through June 30, 2020 or sooner as provided for under the applicable provisions of the New York State Education Law.
3. **Compensation.** For the period from July 1, 2017 through June 30, 2018 the Assistant Superintendent shall be paid an annual salary of One Hundred Ninety Three Thousand Eight Hundred Dollars (\$193,800). Dr. McDonnell shall be paid in equal installments. The compensation of the Assistant Superintendent for each succeeding contract year, beginning on July 1, 2018, shall be determined by the Board of Education following her annual evaluation by the Superintendent and in consultation with Dr. McDonnell.
4. **Certification.** During the term of this Agreement, Dr. McDonnell shall maintain a valid certificate, issued by the State of New York, to act as the Assistant Superintendent.

5. **Duties.** The Assistant Superintendent shall be the District Office administrator relating to the Curriculum, Instruction & Pupil Personnel Services of the District and shall perform such duties as are prescribed in the job description and as directed by the Superintendent of the District.
6. **Extent of Services.** The Assistant Superintendent shall devote her full time, attention, and energies to the direction of the District and shall not engage in any other activities, which would unreasonably interfere with the performance of her duties as Assistant Superintendent. However, the Assistant Superintendent, by agreement with the Superintendent, may undertake consultative work, speaking engagements, writing, lecturing, college teaching, and other professional duties or obligations.
7. **Holidays.** The Assistant Superintendent shall be granted paid leave for the following holidays: Independence Day, Labor Day, Rosh Hashanah, Yom Kippur (when school is closed), Columbus Day, Veterans Day, Thanksgiving, Friday succeeding Thanksgiving, Holiday Recess (when school is closed), Christmas, New Year's Eve, New Year Day, Martin Luther King Jr. Day, President's Day, Good Friday and Memorial Day. The Assistant Superintendent shall work on all other days when students are on recess (Winter Recess, Spring Recess, etc.) unless she uses the leave provided in paragraph 8 below.
8. **Leave.** The Assistant Superintendent shall receive thirty (30) days of paid leave to be used for the purpose of vacation and/or sick and/or personal leave as needed. The Assistant Superintendent may carry over any unused days at the end of the year, up to a maximum of one hundred twenty (120) days. 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. Any unused sick, personal or vacation days accrued by Dr. McDonnell in the District as of July 31, 2016 will be carried over to this Contract so long as it does not exceed the maximum set forth herein. The Assistant Superintendent shall not be entitled to any cash payment upon termination, or retirement from her employment for any sick and personal days. Up to ten (10) days per year may be used for illness or injury in the Assistant Superintendent's immediate family. For the purposes of this benefit, immediate family shall be defined as spouse, children and parents.
9. **Bereavement.** The Assistant Superintendent shall be eligible for five (5) days of bereavement leave per year for immediate family. For the purposes of this benefit, immediate family shall be defined as spouse, children and parents, or other person upon the approval of the Superintendent.
10. **Health Benefits.** The Assistant Superintendent shall be entitled to participate in the District sponsored health insurance plan. The Assistant Superintendent shall contribute towards the premium costs as follows:

July 1, 2017: 17.5%

July 1, 2018: 20%

If the Assistant Superintendent provides proof of coverage under another health insurance policy, she will be allowed to buyout (family/two person/individual coverage to no coverage, family/two person to individual coverage, family to two person coverage) and receive five thousand dollars (\$5,000). That is to say, if the Assistant Superintendent participates in the medical opt out and fully relinquishes medical coverage from the District she will receive five thousand dollars (\$5,000). Payment will be made at the conclusion of each six (6) months. If the Assistant Superintendent elects to buyout or reduces coverage she may reenter the District's plan or increase the level of coverage on the first day of the month following her decision to return and the District shall only be obligated to pay to the Assistant Superintendent prorate for the actual time of the buyout. After completing ten (10) full years of employment in the District, and upon her retirement from the District directly into the New York State Teachers Retirement System, the District shall pay eighty five percent (85%) of the cost of Dr. McDonnell's individual premium. Should Dr. McDonnell be eligible for and choose to accept 2-person coverage, the District shall pay thirty five percent (35%) of the difference between individual premium and 2-person premium in addition to the District's portion of the individual premium. This paragraph shall survive the term and be enforceable after the termination of this agreement, but shall only be available for so long as the Assistant Superintendent remains retired.

11. **Welfare Fund.** The Assistant Superintendent shall be entitled to participate in the Welfare Fund offered to the other central office administrators, which the District contributes annually at the full participation cost thereof.
12. **Expenses.** The Assistant Superintendent is authorized to incur reasonable expenses in the discharge of her duties including, but not limited to, expenses for travel (other than the use of her automobile for personal travel) and lodging, professional association dues and fees in three organizations chosen by the Assistant Superintendent, attendance at meetings on state and local levels, and similar items related to her employment, as approved by the Board. Mileage reimbursement shall be at the District's mileage rate. The Board will pay or reimburse the Assistant Superintendent for all such expenses upon presentation, from time to time, of an itemized account of such expenditures, with documentation to the Business Office.
13. **Equipment.** The District shall provide the Assistant Superintendent with a cell phone and laptop computer for her use. Such items and any other equipment provided shall be the property of the District and shall be returned to the District at the time the Assistant Superintendent leaves the employment of the District. Incidental personal use is allowed provided it does not result in extra costs to the District.
14. **Meetings and Professional Conferences.** The Assistant Superintendent is authorized and expected to attend professional meetings on all levels approved by the Superintendent, for the purpose of keeping apprised of developments in the educational field, at the expense of the District and at the reimbursement rate allowed by the Board for other personnel authorized to attend similar functions. The Assistant Superintendent

and the Superintendent shall confer and shall agree on such educational conferences attended.

15. **Status.** The Assistant Superintendent acknowledges that she is a probationary employee of the District and serves on a probationary appointment that may be terminated pursuant to the applicable provisions of the Education Law and further acknowledges that the recitation of the terms and conditions set forth herein do not establish any further rights to continued employment than those established by statute.
16. **Indemnification.** The School District shall indemnify and hold harmless the Assistant Superintendent from the costs of liability and attorney's fees as provided for in the New York State Education Law including but not limited to Section 3028, as well as pursuant to Public Officers Law Section 18.
17. **Performance Evaluation.** The Superintendent of Schools and/or his designee shall evaluate the performance of the Assistant Superintendent at least once per year and shall report the results of such evaluation to the Assistant Superintendent and to the Board of Education, no later than June 1. The Assistant Superintendent may submit a written response to the evaluation, which will also be included in her personnel file.
18. **Savings Clause.** Should any provision, term, condition, paragraph, phrase or portion of this Agreement be held or found void or illegal, the balance of the Agreement shall remain in full force and effect.
19. **Interpretation.** This Agreement and all of its provisions shall be construed and interpreted in accordance with the laws of the State of New York.
20. **Full Agreement.** This Agreement constitutes the full and complete Agreement between the parties except as it may be modified by a signed written agreement between them and shall not be subject to oral modification, nor shall parole evidence be admissible to establish any oral modification thereof. The term of the Agreement shall be consistent with Dr. McDonnell's probationary appointment commencing July 1, 2016 and shall continue until the end of her probationary appointment.


IN WITNESS WHEREOF, the parties have set their hands and seals on this 12th day of June, 2017.

BOARD OF EDUCATION
TUCKAHOE UNION FREE SCHOOL DISTRICT
WESTCHESTER COUNTY

By: 

President, Board of Education

ASSISTANT SUPERINTENDENT FOR CURRICULUM, INSTRUCTION & PUPIL
PERSONNEL SERVICES



Dr. Ellen McDonnell