

**TERMS AND CONDITIONS OF**  
**EMPLOYMENT AGREEMENT BETWEEN**  
**TUCKAHOE UNION FREE SCHOOL DISTRICT**  
**AND**  
**MS. LEE LEW**

**WHEREAS**, the Tuckahoe Union Free School District (hereinafter "the District") wishes to continue to employ Ms. Lee Lew as the Director of Finance & Facilities and Ms. Lew wishes to continue her employment with the School District as its Director of Finance & Facilities on a probationary basis; and

**WHEREAS**, it is acknowledged that a writing specifying the terms and conditions of the Director'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 Ms. Lee Lew, whose address is [REDACTED]
2. **Purpose.** The purpose of this Agreement is to set forth the terms and conditions of employment for the Director of Finance & Facilities. 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 Director of Finance & Facilities salary shall be One Hundred Eighty Thousand Dollars (\$180,000) annually. Ms. Lew shall be paid in twenty-six (26) equal installments at regular intervals effective July 1 and ending on June 30. The compensation of the Director of Finance & Facilities for each succeeding contract year, beginning on July 1, 2018, shall be determined following her annual evaluation by the Superintendent and in consultation with Ms. Lew.
4. **Certification.** During the term of this Agreement, the Ms. Lew shall maintain a valid certificate, issued by the State of New York, to act as Director of Finance & Facilities.

5. **Duties.** The Director of Finance & Facilities shall be the District Office administrator relating to the business 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 Director of Finance & Facilities 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 Director of Finance & Facilities. However, the Director of Finance & Facilities, by agreement with the Superintendent, may undertake consultative work, speaking engagements, writing, lecturing, college teaching, and other professional duties or obligations.
7. **Holidays.** The Director of Finance & Facilities 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 Director of Finance & Facilities shall work on days when students are on recess (President's Week, Spring Break, etc.) unless she uses the leave provided in paragraph 8 below.
8. **Leave.** The Director of Finance & Facilities 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 Director of Finance & Facilities 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. The Director of Finance & Facilities 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 Director of Finance & Facilities immediate family. For the purposes of this benefit, immediate family shall be defined as spouse, children and parents.
9. **Long Term Illness or Injury.** Should Ms. Lew experience a long-term illness or injury and provide medical documentation substantiating same, she will receive up to fifty (50) days of paid leave separate from the leave benefits outlined in paragraph 8. In no event shall the days used under this provision as well as accumulated days in total exceed the maximum of one hundred twenty (120) days.
10. **Bereavement.** The Director of Finance & Facilities 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.

11. **Health Benefits.** The Director of Finance & Facilities shall be entitled to participate in the District sponsored health insurance plan set forth in the collective bargaining agreement entered into by and between the District and the Tuckahoe Administrators Association, and shall contribute towards the premium cost for health insurance coverage at the same percentage rate as provided for in said collective bargaining agreement for members of that bargaining unit.

If the Director of Finance & Facilities 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 Director of Finance & Facilities 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 Director of Finance & Facilities 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 Director of Finance & Facilities 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 Director of Finance & Facilities shall be eligible to receive District sponsored health insurance in retirement, and shall pay into retirement the same percentage rate of contribution in effect as of the date of her retirement for individual coverage. Should Ms. Lew be eligible for and choose to accept family coverage, the District shall pay thirty-five percent (35%) of the difference between individual premium and family 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 Director of Finance & Facilities remains retired.

12. **Welfare Fund.** The Director of Finance & Facilities 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.
13. **Expenses.** The Director of Finance & Facilities 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 Director of Finance & Facilities, 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 Director of Finance & Facilities for all such expenses upon presentation, from time to time, of an itemized account of such expenditures, with documentation to the Business Office.

14. **Equipment.** The District shall provide the Director of Finance & Facilities 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 Director of Finance & Facilities leaves the employment of the District. Incidental personal use is allowed provided it does not result in extra costs to the District.
15. **Meetings and Professional Conferences.** The Director of Finance & Facilities 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 and the school business administration, at the expense of the District and at the reimbursement rate allowed by the Board for other personnel authorized to attend similar functions. The Director of Finance & Facilities and the Superintendent shall confer and shall agree on such educational conferences attended. The Board agrees to reimburse the Director of Finance & Facilities for reasonable professional organization fees approved by the Board to the extent established in the annual budget.
16. **Status.** The Director of Finance & Facilities 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.
17. **Indemnification.** The School District shall indemnify and hold harmless the Director of Finance & Facilities 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.
18. **Performance Evaluation.** The Superintendent of Schools and/or his designee shall evaluate the performance of the Director of Finance & Facilities at least once per year and shall report the results of such evaluation to the Director of Finance & Facilities and to the Board of Education, no later than June 1. The Director of Finance & Facilities may submit a written response to the evaluation, which will also be included in her personnel file.
19. **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.
20. **Interpretation.** This Agreement and all of its provisions shall be construed and interpreted in accordance with the laws of the State of New York.

21. **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 my oral modification thereof. The term of the Agreement shall be consistent with Ms. Lew'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 12<sup>th</sup> day of June, 2017.

BOARD OF EDUCATION  
TUCKAHOE UNION FREE SCHOOL DISTRICT  
WESTCHESTER COUNTY

By:  \_\_\_\_\_  
President, Board of Education

DIRECTOR OF FINANCE & FACILITIES

  
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