

INTERIM SUPERINTENDENT EMPLOYMENT AGREEMENT

THIS AGREEMENT (hereinafter "Agreement") made as of the 2nd day of December, 2019, between the Board of Education of the Tuckahoe Union Free School District (hereinafter "Board"), the governing body of the Tuckahoe Union Free School District (hereinafter "District"), having its administrative offices at 65 Siwanoy Boulevard, New York 10709, and Amy Goodman, residing at [REDACTED], (hereinafter "Ms. Goodman").

WHEREAS, the Board desires to appoint and employ Ms. Goodman as Interim Superintendent of Schools of the District; and

WHEREAS, Ms. Goodman desires to be appointed and employed by the Board as Interim Superintendent of Schools of the District;

NOW, THEREFORE, the parties herein agree as follows:

1. **TERM** – The Board does hereby appoint and employ Ms. Goodman as the Interim Superintendent of Schools of the District, during the period from December 2, 2019, through and including, June 30, 2020, unless earlier terminated as provided for herein.

The parties further agree that Ms. Goodman's employment with the District shall be continued during the period from July 1, 2020, through and including, August 31, 2020, in a position title, and at a compensation to be mutually determined by the parties on or before July 1, 2020, unless her employment is earlier terminated as provided for herein.

The Board shall notify Ms. Goodman in writing as to whether it intends to extend or renew her employment as Interim Superintendent, or in such other proposed position and title and the terms thereto, at least sixty (60) days prior to the expiration of this Agreement. The

failure of the Board to timely make such notice shall not be construed as an extension or renewal of this Agreement.

2. **PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF INTERIM SUPERINTENDENT**

A. Certification – Ms. Goodman shall furnish and maintain through the length of this Agreement a valid appropriate certificate to serve as a Superintendent of Schools and School District Administrator in the State of New York. Ms. Goodman shall furnish proof of said certification to the District Clerk upon request of the Board. It is expressly understood that failure to possess and maintain such certification shall be cause for immediate termination of this Agreement and the employment of Ms. Goodman.

B. Duties as Interim Superintendent of Schools – During the term of her employment as Interim Superintendent of Schools, Ms. Goodman 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 set forth in Section 1711 of the New York State Education Law and normally associated with or imposed upon the position of Superintendent of Schools and as further set by the Board of Education, including, but not limited to, budget formulation and administration, pupil course of study and curriculum, public relations, personnel management and labor relations. During the term of her employment as Interim Superintendent of Schools, Ms. Goodman shall report directly to the Board of Education.

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

3. COMPENSATION

A. The Board shall pay Ms. Goodman at the rate of \$1050.00 per work day less applicable taxes, withholdings and/or deductions, for each full work day she works and/or any paid leave days she has utilizes during the term of this Agreement, which shall be payable in accordance with the payroll practices of the District. However, Ms. Goodman shall not be entitled to any other fringe benefits, including but not limited to any other leave not specified in this Agreement, disability, health, dental, optical and life insurance, and pension and/or retirement contributions.

B. Ms. Goodman shall work Monday through Friday, including days when students are on recess (e.g., the Holiday Recess, Winter Recess, Spring Recess), unless the District determines to close the school buildings during a recess period. Ms. Goodman shall not be required to work on weekends or school holidays. Should Ms. Goodman be requested in writing by the Board President to work a full day, or substantial part thereof, on any such non-work day, and she agrees to do so, she shall be paid the per diem set forth above. However, it is expected that Ms. Goodman will be present at District functions and events held on both work days and non-work days, without additional compensation, to the extent she deems it appropriate. It is also expected that Ms. Goodman will attend Board meetings without additional compensation. It is further expected that Ms. Goodman will attend meetings of Board committees upon reasonable request of the Board President at mutually agreeable dates/times without additional compensation. Ms. Goodman will give the Board President reasonable notice of those work days that she will not be at work in the District. Ms. Goodman shall keep an

appropriate record for the District's Business Office showing the days she worked and/or utilized paid leave.

4. **PAID LEAVE** – Ms. Goodman shall receive twenty (20) days of paid leave to be used for the purpose of vacation, sick and/or personal leave, as needed. Ms. Goodman shall be paid in cash for up to ten (10) of these paid days, if not used.

5. **HEALTH INSURANCE DECLINATION** –Ms. Goodman shall receive a payment of Three Thousand Seven Hundred and Fifty (\$3,750.00) Dollars based upon her declination of benefits through the District. Such payment shall be made in equal installments as part of her regular payroll paychecks, in accordance with the District's customary payroll procedures, including all applicable withholdings and deductions.

6. **BUSINESS EXPENSES** – Ms. Goodman shall be reimbursed for reasonable expenses incurred by her which are necessary or appropriate to the performance of her duties pursuant to this Agreement, subject to the submission of original, itemized, paid receipts, in accordance with the Board's policies and guidelines of the District and not to exceed the amount budgeted for such expenses.

7. **PROFESSIONAL LIABILITY** – The Board and District shall indemnify, save and hold harmless Ms. Goodman from any claim, demand, judgment or expense, including reasonable attorneys' fees, arising from or relating to her performance of the services to be rendered by her pursuant to this Agreement to the fullest extent permitted by the New York State Education Law and the New York State Public Officers Law applicable to employees and officers of the District.

8. **TERMINATION OF AGREEMENT**

This Agreement may be terminated, and Ms. Goodman's appointment and employment shall cease prior to the expiration of this Agreement, by reason of the following:

A. Disability– The Board may terminate this Agreement upon ten (10) calendar days’ written notice to Ms. Goodman by reason of her disability if Ms. Goodman should be unable to perform her duties by reason of disability, due to illness, accident or other such cause for a period in excess of fifteen (15) calendar days. In the event of termination for disability, this Agreement shall become null and void as of the termination date stated in the notice and the respective duties, rights and obligations hereunder shall terminate as of such date.

B. Termination by Either Party – Either party may terminate this Agreement upon thirty (30) calendar days’ written notice to the other party. In the event of such termination, this Agreement shall become null and void as of the termination date stated in the notice and the respective duties, rights and obligations hereunder as well as the corresponding term appointments shall terminate as of such date.

C. Notice – Any notice or other communication to be provided pursuant to this section shall be in writing and delivered to the addresses first set forth above personally, by postage prepaid first class mail, certified, return receipt requested or by a nationally recognized overnight courier. Notice will be deemed given immediately four (4) business days following the date on which such notice is mailed by first class mail in accordance with this section; or the next business day following the date on which such notice is sent by nationally recognized overnight courier subject to proof of delivery. If either party changes her/its address for receipt of notice it is the party’s responsibility to so notify the other, in writing. In the event of termination for any reason other than just cause, the Board shall make payment to Ms. Goodman for any full days worked by Ms. Goodman prior to the effective date of termination for which she has not been paid by the Board plus pro-rata paid leave accrued and the benefit buyout amount not paid. Such payment shall be made by the Board by check mailed to Ms. Goodman within fifteen (15) calendar days after the effective date of termination.

9. **SAVINGS CLAUSE** – If it is held by a court of competent jurisdiction that a specific clause in this Agreement is illegal or unenforceable under federal or state law, the remainder of this Agreement shall nonetheless remain in force.

10. **AMENDMENT** – No provision of this Agreement may be amended at any time except by mutual written agreement of the parties.

11. **MISCELLANEOUS**

A. This Agreement has been executed in New York and shall be governed in accordance with the laws of the State of New York in every respect.

B. Paragraph headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between any such headings or numbers and the text of this Agreement, the text shall control.

C. This Agreement contains all the terms agreed upon by the parties and supersedes all prior agreements, arrangements, and communications between the parties whether oral or written. Any prior agreements between the parties are hereby terminated.

D. This Agreement shall not be binding on the Board unless and until it is approved by way of formal resolution at a duly convened public meeting of the Board.

E. This Agreement and Ms. Goodman's appointment as Interim Superintendent is conditioned upon, and subject to, Ms. Goodman receiving a waiver from the Commissioner of Education to be employed by the District, which the District shall apply for. It is the understanding of the parties that this Agreement shall terminate should the District not receive the waiver or Ms. Goodman reaches the earning limitation set by the New York State Teachers Retirement System for wages earned without receiving a waiver, whichever comes later. Should either of the above conditions occur, Ms. Goodman shall continue in, and/or be reinstated to her current interim position under the existing employment agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Dated: 12-2-19



Amy Goodman

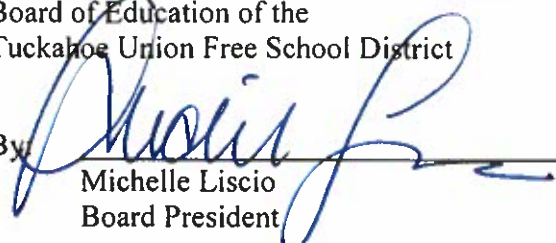
STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

On the 2nd day of December in the year 2019 before me, the undersigned, personally appeared Amy Goodman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

KAREN BARROS
Notary Public State of N.Y.
No. 01BA6119737
Qualified in Westchester Co.
Commission Expires Dec. 06 2020
Dated: 12/2/19

Board of Education of the
Tuckahoe Union Free School District
By: 

Michelle Liscio
Board President

STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

On the 2nd day of December in the year 2019 before me, the undersigned, personally appeared Michelle Liscio, Board President, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

KAREN BARROS
Notary Public State of N.Y.
No. 01BA6119737
Qualified in Westchester Co.
Commission Expires Dec. 06 2020

