

EMPLOYMENT AGREEMENT

AGREEMENT, made the 16 day of December, 2020, by and between the BOARD OF EDUCATION OF THE GLEN COVE CITY SCHOOL DISTRICT, County of Nassau, New York (hereinafter the “District”) and KIM RODRIGUEZ, residing at 21 Turnip Hill, Northport, New York (hereinafter the “Assistant Superintendent”).

WITNESSETH:

WHEREAS, the Board will appoint KIM RODRIGUEZ as the Assistant Superintendent for Human Resources of the Glen Cove City School District effective January 19, 2021, and

WHEREAS, it is the parties’ belief that a written contract, effective coincident with the appointment of KIM RODRIGUEZ by the Board of Education, fully specifying the terms and conditions of the Assistant Superintendent’s employment by the District, will promote effective communications and understanding, between the parties as permitted by Section 2509 of the Education Law, and

WHEREAS, the parties have mutually agreed upon the following terms and conditions relative to the Assistant 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. Term of Employment

- a. This agreement shall be effective on January 19, 2021 and shall remain in effect until June 30, 2024, unless sooner extended or modified upon the mutual consent of both parties, in writing.
- b. Any extension of the term of the Assistant Superintendent's employment shall be in the form of an amendment of this Agreement and shall be upon the same terms and conditions as herein set forth unless otherwise agreed in writing by the parties.
- c. Should the Board determine not to extend the term of this Agreement beyond June 30, 2024, it shall inform the Assistant Superintendent, in writing, no later than September 1, 2023 of its intent not to extend.

2. Assistant Superintendent's Duties and Responsibilities

The Assistant Superintendent shall perform all the duties and responsibilities normally associated with the position of Assistant Superintendent for Human Resources and, in addition, any other duties assigned to her by the Superintendent of Schools, and shall

perform these duties consistent with all applicable laws and regulations.

3. Certification

The Assistant Superintendent shall possess a valid certification to act as an Assistant Superintendent in the State of New York during the term of her employment with the District.

4. Compensation

- a. The Assistant Superintendent's annual salary for the 2020 – 2021 school year shall be \$160,000 prorated with a starting date of January 19, 2021, paid in equal installments in accordance with the rules of the Board governing salary payments to other District administrative employees.
- b. The Assistant Superintendent's base salary for the period July 1, 2021 to and including June 30, 2022, shall increase by 1.75% to \$162,800.
- c. The parties have reached no agreement as to the Assistant Superintendent's salary for the remaining term of this Agreement, to wit, July 1, 2022 – June 30, 2024. During the month of June 2022, the Board shall meet to discuss and determine what, if any, salary increase shall be granted to the Assistant Superintendent for the school years 2022-2023 and 2023-2024.

5. Performance Evaluation

The Superintendent shall annually evaluate, in writing, the performance of the Assistant Superintendent. The performance criteria to be reviewed and the form of the evaluation shall be determined by the Superintendent of Schools.

6. Work Year/Work Day

The work year of the Assistant Superintendent shall be twelve (12) months during which period the Assistant Superintendent shall work two hundred fifty (250) days. The work day shall consist of at least 8:00 a.m. until 4:00 p.m. throughout the entire year, including the summer. In addition, the Assistant Superintendent shall attend all Board of Education meetings and such school and District related events, after the work day, assigned by the Superintendent of Schools. The Assistant Superintendent shall work all three (3) breaks during the year. If days are taken off during said breaks, vacation days are to be used.

7. Other Leave Benefits

In addition to the annual compensation specified in paragraph "4" of this Agreement, the Assistant Superintendent shall be provided with the following benefits:

- a. **Vacation Leave:** The Assistant Superintendent shall be granted fifteen (15) vacation days annually to be taken with the prior approval of the Superintendent of Schools. Said days

shall be deemed accrued at the rate of 5/4th of a day for each month of employment. The Assistant Superintendent will be permitted to use up to 15 vacation days during the first year of employment. If vacation days are not used by the end of the school year, they may be carried over to a succeeding school year. However, all vacation days accrued during the term of this contract must be used by the end of the contract term of June 30, 2024 and will not carry over unless sooner modified upon the mutual consent of both parties in writing. There shall be no annual buyout for unused vacation days.

- b. **Sick Days:** The Assistant Superintendent shall be granted ten (10) sick days annually, accrued at the rate of 5/6th of a day for each month of employment. Sick days may be accumulated year to year, up to a total of 150 days. There shall be no end-of-year buy back for unused sick days.
- c. **Personal Days:** The Assistant Superintendent shall be granted two (2) personal days each year. If these days are not used by the end of the school year, they may not be carried over to a succeeding school year.
- d. **Holidays:** The Assistant Superintendent shall be entitled to take the following holidays as paid holidays: July 4th, Labor Day, Columbus Day, Veterans Day, Thanksgiving and day

after, Christmas Day, New Years Day, Martin Luther King Day, Presidents' Day, Memorial Day and Good Friday.

- e. **Bereavement:** The Assistant Superintendent shall be granted up to five (5) days for bereavement leave for death in her immediate family. Immediate family shall refer to members of the employee's household including employee's spouse or significant other, parents, grandparents, siblings, all in-laws, children, step-children and grandchildren. Additional days, if needed, may be taken from the vacation days' allocation and personal day allocation. If these days are not used by the end of the school year, they may not be carried over to a succeeding school year.

8. Medical / Dental Insurance

- a. The Board shall provide the Assistant Superintendent with participation in the District's individual and/or family group medical and dental insurance plan, as said plan may change from time to time. The Board shall contribute seventy-five (75%) percent of the premium cost hereof.
- b. There will be no "buy out" of health care coverage granted to the Assistant Superintendent should she elect not to participate in the District's medical and dental insurance plans.

9. Term Life Insurance

The Assistant Superintendent shall be permitted to participate in the District's term life insurance program with coverage in the amount of \$250,000, at the Assistant Superintendent's own expense, during her period of employment with the District.

10. 403(b) Plan

The Assistant Superintendent shall be permitted to participate in an elective I.R.S. 403(b) plan. The District will not make non-elective contributions to said 403(b) plan.

11. Deferred Compensation Plan

The Assistant Superintendent shall be permitted to participate in a deferred Compensation Plan as established by the Board in accordance with the provisions of Section 457 of the Internal Revenue Code and Section 5 of the State Finance Law.

12. Transportation

The Assistant Superintendent shall not be entitled to any mileage reimbursement for use of her vehicle in the performance of her duties.

13. Indemnification

The Board agrees to provide legal counsel and to indemnify the Assistant Superintendent against all uninsured financial loss arising out of any proceeding, claim, demand, suit or judgement 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 Assistant Superintendent is acting within the scope of her employment and excluding criminal litigation to the extent that such liability coverage is within the District's authority to provide under the law, and is provided to other District administrative personnel.

14. Termination

- a. This Agreement may be terminated by the Board of Education upon ninety (90) day's written notice, without cause.
- b. This Agreement may be terminated by KIM RODRIGUEZ upon thirty (30) day's written notice.
- c. Upon termination, this Agreement shall be null and void and of no further force and effect.

15. Mutual Termination

The majority of the Board, by resolution, and the Assistant Superintendent may mutually agree, in writing, to terminate or otherwise modify this Agreement during the term thereof.

16. 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 paragraphs "14" and "15" hereof, or by an agreement in writing between the parties.

17. Severability


The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision and all other provisions of this Agreement, not affected by invalidity, shall remain in full force and effect.

18. Entire Agreement

This agreement contains all the terms and conditions agreed upon by the parties hereto and no other agreement, or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto or vary any of the terms contained herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above set forth.

BOARD OF EDUCATION
GLEN COVE CITY SCHOOL DISTRICT

BY: 
BOE President

BY: 
KIM RODRIGUEZ