

EMPLOYMENT CONTRACT

It is hereby agreed by and between the Board of Education of the Averill Park Central School District, hereinafter called the "Board" and Josephine P. Moccia, hereinafter called the "Superintendent," that the said Board in accordance with its action as found in the minutes of the meeting held June 24, 2008 has and does hereby agree to employ Josephine P. Moccia as Superintendent for a four (4) year period, commencing July 1, 2008, and terminating June 30, 2012.

1. Term

The Superintendent's term of employment shall be for a four (4) year period commencing July 1, 2008 and terminating June 30, 2012. Prior to July 1, 2009 and each June 30th thereafter, the Board shall, in writing, extend the length of this contract by not less than one (1) additional year, or advise the Superintendent of its intent not to extend the contract.

2. Compensation

- a. In consideration of a salary of \$145,600 for a twelve (12) month period, and for a salary for each subsequent year, the said Superintendent agrees to perform the duties of Superintendent.
- b. The Superintendent's salary shall be payable in twenty six (26) equal bi-weekly installments in accordance with the rules of the Board governing payment of other professional staff in the district.
- c. The Board hereby retains the right to adjust the annual salary of the Superintendent during the term of the contract; however, said salary adjustment shall not reduce the annual salary below the figure stated above or the salary paid in the preceding year of the contract. Upon any adjustment in salary made during the life of this contract, it shall not be considered that the Board has entered into a new contract with the Superintendent, nor that the termination date of the existing contract has been extended. The Board may, by specific action, extend the termination date of the existing contract with the consent of the Superintendent.

3. Performance Evaluation

Each year, the Board shall evaluate the Superintendent's performance and her working relationship with the Board. This evaluation will be in writing and will be discussed with the Superintendent by the full Board in Executive Session on or before July 15th of each year.

4. Duties and Responsibilities

- a. The Superintendent shall be the chief administrative officer of the district and shall perform all the duties of and possess all the authority now or hereafter imposed upon or granted to a Superintendent of Schools under provisions of the Education Law or other statutes of the State of New York and by rule or regulation of the Commissioner of Education. Consistent with and pursuant to Education Law §211-B (5) (a) the Superintendent shall cooperate fully with any distinguished educators appointed by the Commissioner of Education.
- b. Without limiting the foregoing, the Board acknowledges that the Superintendent shall have the specific authority and responsibility to:
 - (i) make recommendations to the Board relative to the organization and reorganization of the administrative and supervisory staff, including instructional and non-instructional personnel, in a manner that best serves the district;
 - (ii) make recommendations to the Board as a prerequisite to either appointment or termination of employment of both instructional and non-instructional personnel;
 - (iii) supervise and direct all school personnel; and,
 - (iv) The Superintendent shall be notified of and shall have the right to attend all meetings of the Board, including executive sessions of the Board, except that the Board may exclude the Superintendent from any portion of a meeting during which they are discussing her performance or salary.
- c. The Board may, from time to time, prescribe additional duties and responsibilities for the Superintendent provided that all additional duties and responsibilities prescribed by the Board shall be consistent with those normally associated with the position of Superintendent of Schools in New York State.
- d. The Superintendent shall devote her full time, skill, labor and attention to the discharge of her duties during the term of this agreement; provided, however, that she may undertake consultative work, speaking engagements, writing, 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, she must apply to the Board of Education for the approval of such professional activities. In the event the Board meeting occurs after such proposed professional leave, the Superintendent may apply to the Board President or the Vice President in the President's absence.

5. Paid Expenses

- a. The Superintendent is authorized to incur reasonable expenses in connection with the performance of her duties including expenses for professional conferences approved by the Board, travel and similar items. The Board will reimburse the Superintendent

each month for all expenses upon presentation by the Superintendent of an itemized account of such expense.

6. Benefits

- a. The Superintendent shall receive twenty five (25) days annual leave exclusive of legal holidays. Leave time in excess of two consecutive days when taken during the regular school session must be approved by the Board President or the Vice President in the President's absence. The Superintendent shall report the dates of said leave to the Clerk of the Board. Annual leave will be credited on the first day of employment and on such anniversary thereof, and up to seven (7) days may be paid at the daily compensation rate based upon annual salary, at the option of the Superintendent.
- b. The Superintendent shall be granted the sick leave accumulated as a district employee prior to June 30, 2006 on July 1, 2006. The Superintendent shall receive eighteen (18) days of annual sick leave credited on the first day of employment and on each anniversary thereof, and can accumulate up to a maximum of two hundred and forty five (245) days. Sick leave may be used for personal illness, family illness and bereavement.
- c. The District shall contribute eighty (80%) percent of the cost of the health insurance coverage including spouse or domestic partner and dependent children. The Superintendent's contribution will be taken by payroll deduction in twenty (20) equal installments from September through June or in a lump sum at the Superintendent's discretion.
- d. In the event of the Superintendent's voluntary retirement from the AVERILL PARK CENTRAL SCHOOL DISTRICT and subsequent to at least five (5) years of services as Superintendent, the District shall pay continued health insurance premiums in the same manner and formula as paid by the District at the effective date of the contract. The retiree is responsible for sixty five percent (65%) of the current rate billed to the school district for her dependents.
- e. In addition to the Superintendent's annual salary, the Superintendent shall be entitled to salary payment of fifteen thousand dollars (\$15,000) per year to be used for the purpose of a tax sheltered annuity, co-payments for medical services/insurance and dental or eye glass reimbursement.
- f. The District shall extend payment to the Superintendent upon leaving the position of one hundred dollars (\$100) per day for accumulated sick leave to a maximum of two hundred forty five (245) days.
- g. The Superintendent is also entitled to be a member of the State Retirement System, be entitled to Workers Compensation coverage, New York State disability benefits, Social Security benefits, and to fully paid membership in the New York State Council of School Superintendents.

- h. The District agrees to pay the cost of moving expenses associated with the Superintendent establishing residency within the District in an amount not to exceed two thousand dollars (\$2,000), provided such residency is established within four (4) years of the commencement of this agreement.
- i. The District agrees to provide occasional use of a district automobile for in and out of district travel as needed, internet service at Superintendent's home, to permit the Superintendent to keep a district owned lap top computer at home for the district to maintain connection with school related activities, and to provide at district cost, a cell phone for use in connection with school related activities. Additional usage charges, if any, incurred as a result of personal calls shall be reimbursed to the district on a monthly basis.

7. Termination

- a. During the term of this agreement, the Superintendent shall be subject to discharge for just cause, based upon clear and convincing evidence of insubordination, incompetence or neglect of duty. The Superintendent shall, in any such instance, have the right to service upon her of written notice of the charge or charges against her, the grounds thereof, and a hearing upon the said charge or charges. Such hearing shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. A copy of the transcript of the hearing will be provided to the Superintendent without charge. The hearing shall be public or private, at the option of the Superintendent. The decision of the hearing officer in respect of the said charge or charges shall be final and binding upon the parties. All fees and expenses of the hearing officer shall be borne by the Board; each party shall, however, bear the cost, including counsel fees, if any, of preparing and presenting its own case.
- b. The Superintendent may terminate her employment by submitting written resignation to the Board with as much advance notice as possible, but no less than one hundred and twenty (120) days advance notice.

8. Representation of Superintendent

The Superintendent hereby represents to the Board that she is, on the date of execution of this agreement, in good health and is duly certified to serve as Superintendent of Schools pursuant to the laws of the State of New York and the Rules and Regulations of the Commissioner of Education and the State Education Department. The Superintendent fully agrees to have a comprehensive medical examination performed once during each twelve (12) month period of her employment with the Board covering any expense not paid by the Superintendent's health plan, and to file a statement from the examining physician certifying to her physical competency with the Clerk of the Board. Each statement will be treated as confidential information by the Board.

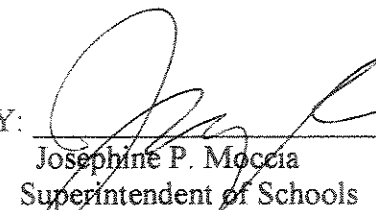
9. Indemnification


- 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 the reason of alleged negligence of 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 her employment or under the direction of the Board.
- b. As a condition of receiving such indemnification, the Superintendent shall, within ten (10) days of the time she is served with any summons, complaint, process, notice, demand or pleading, deliver a copy of the same to the Board.

10. General Provisions

- a. This agreement and all of its provisions shall be construed and interpreted in accordance with the laws of the State of New York.
- b. Should any provision, 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.
- c. The failure of either party at any time to require the performance by the other of any of the terms, provisions or agreements hereof shall in no way affect the right hereunder to enforce same nor shall the waiver of either party hereto of any breach or any of the terms, provisions or agreements be construed as a waiver of any succeeding breach.

IN WITNESS THEREOF, the parties have caused this agreement to be subscribed on the day and year first above written.

BY:  Date: 6-25-08
Josephine P. Moccia
Superintendent of Schools

BY:  Date: 6/28/08
Neil Bonesteel
President, Board of Education