

Contract for Superintendent of Schools

THIS AGREEMENT made effective the 1st day of February 2005, between THE BOARD OF EDUCATION OF THE CATSKILL CENTRAL SCHOOL DISTRICT, a school district with offices in Catskill, Greene County, New York (hereinafter the "Board") and Kathleen Farrell, presently residing at Stone Ridge, New York (hereinafter "Superintendent").

ARTICLE 1: DURATION OF APPOINTMENT

The Board has appointed Dr. Kathleen Farrell to the position of Superintendent of Schools of the Catskill Central School District (hereinafter the "District") and it employs the Superintendent in such capacity, for a term of three (3) years, commencing on March 7, 2005 and expiring on March 6, 2008, unless sooner terminated pursuant to this Agreement. The Superintendent has accepted such appointment and employment for such term at the remuneration and upon the terms and conditions herein set forth.

ARTICLE 2: ANNUAL SALARY

- a. The District shall pay the Superintendent a gross annual salary of One Hundred Twenty Five Thousand & 00/100 (\$125,000.00) DOLLARS, from March 7, 2005, pro-rated to June 30, 2005.
- b. In subsequent years, the Board will determine the Superintendent's salary after consultation with the Superintendent. The Superintendent's salary in any year shall not be below the salary of the previous year.

ARTICLE 3: BENEFITS

In addition to the gross salary, the Board shall pay, provide or make available, the following:

- a. Participation in tax sheltered annuity programs or 403(b), payroll savings programs, flexible spending plan, and credit union on the same basis and to the same extent such participation is or may be available to other administrative employees of the District.
- b. The Board shall pay 90% of the cost of health insurance for the Superintendent and her immediate family and, after vesting, during retirement, provided that she retires from the Catskill Central School District under the terms of the New York State Teachers' Retirement System. The Superintendent shall have the right to buy-out health insurance coverage provided by the Board at amounts paid to other administrators. This shall be paid to the Superintendent on a monthly basis.



- c. The District shall pay 90% of the cost of the Superintendent's participation in the District's dental plan. The District shall provide vision insurance at a rate not to exceed \$200.00.
- d. The District shall provide term life insurance at the face value of the Superintendent's annual salary.
- e. Professional Expenses and Expense Reimbursement: The Superintendent may hold membership in up to five appropriate professional organizations selected by the Superintendent and approved by the Board at District expense. The Superintendent is also authorized to incur reasonable expenses in the discharge of her duties, including but not limited to expense for travel and lodging, attendance at professional conferences and meetings and similar items related to her employment. Trips in excess of 200 miles is subject to approval by the Board.
- f. The Superintendent shall have a comprehensive physical examination and shall, prior to March 7 of each year, present to the District Clerk a written statement by a physician licensed to practice medicine in New York State certifying the physical competency of the Superintendent to perform and discharge the duties and responsibilities of such position. Otherwise, the results of the examination are to be confidential. It is expressly understood that the appointment and continued employment of the Superintendent is contingent upon such receipt of certification. The cost of such examination shall be paid by the District to an amount not to exceed \$500. The physician shall be selected by the Superintendent.
- g. Indemnification. The Board agrees to provide legal counsel and to indemnify the Superintendent against all uninsured financial loss arising out of any claim, demand, suit or judgment 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 Superintendent is acting within the scope of her employment or under the direction of the Board. The Superintendent shall also be entitled to all protections of all New York State statutes providing indemnification and legal defense to public officers and employees of the District, including but not limited to POL §18 to the same extent that Board members would be subject to legal or statutory indemnification.
- h. Twenty-seven (27) working days of vacation in each year of service exclusive of legal holidays but inclusive of all recess period during the school year, such vacation to be taken within twelve (12) months of the year earned unless deferred under this section. Up to ten [10] unused vacation days per year may be converted to cash at the end of the fiscal year. The Superintendent may carry unused days at the end of each year but the total amount of the carryover may not exceed thirty-three [33] days. No more than sixty (60) days may be made available in any year.

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- i. The Superintendent shall be granted thirty (30) days of paid sick leave in each year of service, cumulative to a maximum of two hundred twenty (220) days. The Superintendent shall be credited with 30 days of paid sick leave on hire.
- j. The Superintendent shall be entitled to five (5) personal leave days each year with unused personal days, per year, to be transferred to the accumulated sick leave.
- k. The Superintendent shall be entitled to five (5) bereavement days in the event of a death in the family.
- l. The Superintendent shall follow the calendar of regular 12 month employees.
- m. The Superintendent shall be entitled to payment of the District mileage rate (IRS) for the use of her personal car in the course of the official school business.

ARTICLE 4: DUTIES AND OBLIGATIONS

The Superintendent shall be the chief Administrative Officer of the District and shall perform all of the duties and accept all of the responsibilities usually required of a Superintendent in this District or similar districts pursuant to the provisions of the laws of the State of New York. The Superintendent also agrees to perform all the services and duties imposed by the rules and regulations of the Board and such other services and duties usually performed by a Superintendent in said District or a similar district as shall, from time to time, be delegated to the Superintendent by the Board, and to meet all reasonable and proper requirements of the Board. Without limiting the foregoing the Superintendent shall be responsible for effectuating the policies of the Board and shall be accountable in connection therewith to the Board of the District and shall act as follows:

- (a) Administer and supervise the District within the framework of the policies of the Board.
- (b) Make recommendations on curriculum planning, or revision of curriculum to the end that policies and procedures of the Board may be implemented.
- (c) Keep the Board advised of all matters concerning the administration of the District with particular emphasis on matters relating to discipline, personnel relations, and finances.
- (d) Make recommendations to the Board as to organization and/or reorganization of the administration of instructional programs, business affairs, and administrative staff of the District, which seems to best meet the needs of the District.
- (e) Be responsible for recruiting both teaching and non-teaching personnel for vacancies and conduct interviews and make investigations of applicants for such positions.

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- (f) Recommend to the Board professional candidates to be recommended for appointment, tenure, and dismissal.
- (g) Prepare the notice of the agenda for all meetings of the Board and make committees thereof, together with information, comments, and recommendations when requested by the Board, or committees thereof, and/or when deemed appropriate in the judgment of the Superintendent.
- (h) The Superintendent will attend all Board meetings and have the right to attend any Board or Citizens' Committee meetings. The Board will, individually and collectively, bring issues or complaints to the Superintendent for study and recommendation.
- (i) Carry out the duties set forth in Section 1711 of the New York State Education Law, as amended.
- (j) The Superintendent shall have the authority to initiate and approve transfers of supervisory, administrative, instructional, and non-instructional personnel from one school building to another or from one grade or course of study to another grade in such course of study, and the authority to initiate and approve transfers of District staff from one job assignment or place of employment to another.
- (k) The Superintendent will, in general, perform extra duties appropriate to the position of Superintendent as the Board may legally authorize or direct.

The Board may prescribe additional duties, responsibilities, rights and authorities for the Superintendent provided that the Board shall not:

- (i) without notification and consulting with the Superintendent, take any action which impairs or reduces the duties, responsibilities, rights and authorities of the Superintendent specified in this Agreement or in the Position Description for Superintendent;
- (ii) assign duties or responsibilities to the Superintendent which are inconsistent with those normally associated with the position of the Superintendent;
- (iii) assign duties or responsibilities to the Superintendent without, at the same time, granting to the Superintendent the additional rights and authorities which are reasonably necessary to carry out those duties and responsibilities.



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ARTICLE 5: VALID CERTIFICATION

The Superintendent represents that she will, throughout the term of this Agreement, hold a valid certificate to act as Superintendent of Schools in the State of New York, and that proof of said certification shall be furnished to the Clerk upon request. It is expressly understood that failure to hold and maintain such certification shall be cause for immediate termination of this Agreement and the employment of the Superintendent.

ARTICLE 6: TERMINATION OF EMPLOYMENT

This Agreement may be terminated and the Superintendent may be removed during the term hereof upon the happening of any of the following events:

- (a) The Superintendent shall be unable, by reason of sickness or other disability, to discharge the duties and responsibilities specified in this Agreement for a period of six (6) consecutive months unpaid beyond the exhaustion of the Superintendent's accumulated sick leave entitlement or beyond the period of any extended leave granted by the Board.
- (b) The Superintendent shall be paid for any unused sick leave up to 200 days at the rate of \$50⁰⁰ per day upon retirement, ^{at current rate} as defined by the NYSTRS, from the District. 
- (c) If the Superintendent is determined by the Board to have engaged in acts of insubordination, immoral character, inefficiency, incompetence or neglect of duty, she shall be entitled to a hearing pursuant to this paragraph.
The Board may, by a majority vote, suspend the Superintendent with pay pending the hearing set forth below. Discharge prior to expiration of the above stated term or subsequent extensions thereto shall only be upon a showing of good cause such as for a material breach of this Agreement or Board policy. Discharge shall be by a majority vote of the entire membership of the Board after due service to the Superintendent of written notice of the charges and of the Superintendent's right to a hearing before an independent Hearing Officer mutually selected. In the event that the parties are unable to agree on a Hearing Officer within seven (7) days of the service of charges, the matter shall be referred to the American Arbitration Association for the appointment of a Hearing Officer from lists submitted under its Voluntary Labor Arbitration Rules. If a designation cannot be made from that list, within the time set by the American Arbitration Association, it shall be empowered to designate a Hearing Officer. The Superintendent shall be given a fair opportunity to hear witnesses and evidence against her, and to present witnesses and evidence on her behalf. The Superintendent may be represented at her own expense at such a hearing. The Superintendent shall be given a fair opportunity to hear and cross examine witnesses and evidence against her. The date(s) for hearing shall be set by the Hearing Officer and, unless waived by the Board and Superintendent in writing, shall be concluded no later than sixty (60) calendar days from the date the charges have been served. A 

record of that proceeding shall be maintained. Formal rules of evidence shall not apply. The Hearing Officer shall issue a Findings of Fact and Recommendation, which shall be forwarded to the Board for final determination. The decision of the Board shall be final and binding unless arbitrary and capricious.

ARTICLE 7: EVALUATION

- (a) The performance of the Superintendent shall be evaluated, assessed and delivered in writing to the Superintendent in the month of June of each year of this Agreement, including any extension term. On her request, a mid-year evaluation shall also be done pursuant to the terms of this article.

The evaluation and assessment shall be reasonably related to the position description of Superintendent and the goals and objectives of the District in the year in question. After consultation with the Superintendent by the Board, the Board shall adopt an evaluation format.

- (b) At least once each fiscal year, the Board and the Superintendent shall meet in a closed executive session (unless otherwise prohibited by law) for the purpose of evaluation of the performance of the Superintendent. Should this evaluation be unsatisfactory in any respect, it shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Superintendent. The Superintendent shall have the right to make a written response to the evaluation which shall become a permanent attachment to the Superintendent's personnel file. Within thirty (30) days of the delivery of the written evaluation of the Superintendent, the Board shall meet with the Superintendent to discuss the same.

ARTICLE 8: RENEWAL

The Superintendent shall annually advise the Board in writing of any proposals to renew this contract, or address salary proposals by March 1st of each year. The Board shall act on any such request by May 1 and, if a contract extension is agreed to, shall enter into a new extended Agreement. In the event that the Board fails to act by May 1, after a 60 day notification of its obligation to act and the consequences of failure to act, this contract shall automatically renew for one additional year.

In the event the Superintendent or the Board decides to terminate this agreement prior to January 26, 2008, six (6) months notice shall be given.

ARTICLE 9: INTERPRETATION

This Agreement and all of its provisions shall be construed and interpreted in accordance with the laws of the State of New York.



ARTICLE 10: SEVERABILITY

Should any provision, term, condition, paragraph, phrase or portion of this Agreement be held or found void or illegal, the balance of this Agreement shall remain in full force and effect.

ARTICLE 11: ENFORCEMENT

The failure of either party at any time to require the performance by the other party of any of the terms, conditions, provisions or agreements set forth herein shall in no way affect the right thereafter to enforce the same, nor shall the waiver by either party of any breach of any of the terms, conditions provisions or agreement be construed as a waiver of any succeeding or subsequent breach.

ARTICLE 12: PROFESSIONAL TIME

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, so long as such activities do not interfere with the full and faithful discharge of the Superintendent's duties and responsibilities as specified herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the date and year first above written.

CATSKILL CENTRAL SCHOOL DISTRICT
GREENE COUNTY, NEW YORK

Date: February 1, 2005

By: James Garafalo
JAMES GARAFALO,
PRESIDENT, BOARD OF EDUCATION

By: Kathleen Farrell
KATHLEEN FARRELL
SUPERINTENDENT

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**FIRST ADDENDUM AGREEMENT TO
THE CONTRACT FOR SUPERINTENDENT OF SCHOOLS**

BY AND BETWEEN THE BOARD OF EDUCATION OF THE CATSKILL CENTRAL SCHOOL DISTRICT (hereinafter the "Board") and **KATHLEEN FARRELL** (hereinafter the "Superintendent");

WHEREBY, the parties agree to amend the provisions of the Contract for Superintendent of Schools dated February 1, 2005 (hereinafter the "Contract"), as follows:

1. Article 1 of the Contract is amended to extend the Superintendent's appointment and employment for two years, through March 6, 2010, thereby creating a four-year term.
2. Article 2 of the Contract is amended to provide the Superintendent with a five percent (5%) increase to annual salary during each of the four years of the Contract, commencing March 7, 2006.

All remaining provisions of the Contract for Superintendent of Schools which are not changed by this First Addendum Agreement remain in full force and effect.

SO AGREED this ___ day of April, 2006.

**CATSKILL CENTRAL SCHOOL DISTRICT
GREENE COUNTY, NEW YORK**

SUPERINTENDENT OF SCHOOLS

BY: _____
PRESIDENT, BOARD OF EDUCATION

KATHLEEN FARRELL

**SECOND ADDENDUM AGREEMENT TO
THE CONTRACT FOR SUPERINTENDENT OF SCHOOLS**

BY AND BETWEEN THE BOARD OF EDUCATION OF THE CATSKILL CENTRAL SCHOOL DISTRICT (hereinafter the "Board") and KATHLEEN FARRELL (hereinafter the "Superintendent");

WHEREBY, the parties agree to amend the provisions of the Contract for Superintendent of Schools dated February 1, 2005, as amended by the First Addendum Agreement (hereinafter the "Contract") to add a new subdivision "n" to Article 3 of the Contract, as follows:

- "n. Notwithstanding the provisions of Board Policy 8332, the Board will provide the Superintendent with a cellular telephone and pay for the service of such phone for business and incidental personal purposes within the limits of the District's plan. Any cost overages beyond the plan limit due to personal use of the cellular telephone shall be reimbursed to the District or recouped from salary, upon notice, within 30 calendar days of the District giving such notice."

All remaining provisions of the Contract for Superintendent of Schools, as amended, which are not changed by this Second Addendum Agreement remain in full force and effect.

SO AGREED this 12th day of July 2006.

CATSKILL CENTRAL SCHOOL DISTRICT
GREENE COUNTY, NEW YORK

SUPERINTENDENT OF SCHOOLS

BY:



PRESIDENT, BOARD OF EDUCATION



KATHLEEN FARRELL

**THIRD ADDENDUM AGREEMENT TO
THE CONTRACT FOR SUPERINTENDENT OF SCHOOLS**

BY AND BETWEEN THE BOARD OF EDUCATION OF THE CATSKILL CENTRAL SCHOOL DISTRICT (hereinafter the "Board") and **KATHLEEN FARRELL** (hereinafter the "Superintendent");

WHEREBY, the parties agree to amend the provisions of the Contract for Superintendent of Schools dated February 1, 2005, as amended by the first Addendum Agreement dated April 4, 2006 and the Second Addendum Agreement dated July 12, 2006 (hereinafter collectively the "Contract"), as follows:

1. Article 1 of the Contract, as previously amended, is amended to extend the Superintendent's appointment and employment for two years, through March 6, 2012, thereby creating a five-year term.
2. Article 2 of the Contract, as previously amended by the First Addendum Agreement, is amended to provide the Superintendent with a five percent (5%) increase to annual salary through March 6, 2010. Thereafter, the Superintendent's gross annual salary shall be determined annually by the Board after evaluation of the performance of the Superintendent, in writing.

All remaining provisions of the Contract for Superintendent of Schools which are not changed by this Third Addendum Agreement remain in full force and effect.

SO AGREED this 23rd day of May, 2007.

**CATSKILL CENTRAL SCHOOL DISTRICT
GREENE COUNTY, NEW YORK**

BY:



**JAMES DIPERNA
BOARD OF EDUCATION PRESIDENT**

SUPERINTENDENT OF SCHOOLS



KATHLEEN FARRELL

**FOURTH ADDENDUM AGREEMENT TO
THE CONTRACT FOR SUPERINTENDENT OF SCHOOLS**

BY AND BETWEEN THE BOARD OF EDUCATION OF THE CATSKILL
CENTRAL SCHOOL DISTRICT (hereinafter the "Board") and KATHLEEN FARRELL
(hereinafter the "Superintendent");

WHEREBY, the parties agree to amend the provisions of the Contract for Superintendent of Schools dated February 1, 2005, as amended by the First Addendum Agreement dated April 4, 2006, the Second Addendum Agreement dated July 12, 2006, and the Third Addendum Agreement dated May 23, 2007 (hereinafter collectively the "Contract"), as follows:

1. Article 1 of the Contract, as previously amended, is amended to extend the Superintendent's appointment and employment for one year, through March 6, 2013.
2. Article 2 of the Contract, as previously amended, is amended to provide the Superintendent with a five percent (5%) increase to annual salary during each year of the Contract.
3. Article 3(b) of the Contract is amended by deleting the words ", after vesting," from the first sentence and adding the following sentence after the first sentence:

"The Superintendent shall also be entitled to health insurance upon separation from the Catskill Central School District for purposes other than retirement, but only if health insurance coverage is not provided through the subsequent employer."

All remaining provisions of the Contract for Superintendent of Schools, as previously amended, which are not changed by this Fourth Addendum Agreement remain in full force and effect.

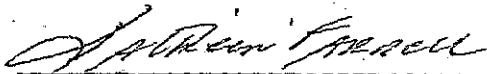
SO AGREED this 19th day of September, 2008.

CATSKILL CENTRAL SCHOOL DISTRICT
GREENE COUNTY, NEW YORK

BY:



JAMES GARAFALO
BOARD OF EDUCATION PRESIDENT



KATHLEEN FARRELL
SUPERINTENDENT OF SCHOOLS

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**FIFTH ADDENDUM AGREEMENT TO
THE CONTRACT FOR SUPERINTENDENT OF SCHOOLS** District Clerk's Office

BY AND BETWEEN THE BOARD OF EDUCATION OF THE CATSKILL CENTRAL SCHOOL DISTRICT (hereinafter the "Board") and KATHLEEN FARRELL (hereinafter the "Superintendent");

WHEREBY, the parties agree to amend the provisions of the Contract for Superintendent of Schools dated February 1, 2005, as amended by the First Addendum Agreement dated April 4, 2006, the Second Addendum Agreement dated July 12, 2006, the Third Addendum Agreement dated May 23, 2007 and the Fourth Addendum Agreement dated September 19, 2008 (hereinafter collectively the "Contract"), as follows:


1. Article 1 of the Contract, as previously amended, is amended to extend the Superintendent's appointment and employment through June 30, 2015.
2. Article 2 of the Contract, as previously amended, is amended to provide that the Superintendent's annual salary during each year of this Contract shall be maintained at her salary during the 2011-2012 school year (\$175,887.34).

All remaining provisions of the Contract for Superintendent of Schools, as previously amended, which are not changed by this Fifth Addendum Agreement remain in full force and effect.


SO AGREED this 24th day of April, 2012.

**CATSKILL CENTRAL SCHOOL DISTRICT
GREENE COUNTY, NEW YORK**

BY:



**MICHAEL BULICH
BOARD OF EDUCATION PRESIDENT**



**KATHLEEN FARRELL
SUPERINTENDENT OF SCHOOLS**