

HUDSON CITY SCHOOL DISTRICT

AGREEMENT

AGREEMENT, made this 22nd day of December, 2008, by and between the BOARD OF EDUCATION OF THE HUDSON CITY SCHOOL DISTRICT (hereinafter, the "Board" or "District") and Mr. John F. Howe (hereinafter, "Superintendent").

1. The Board has appointed Mr. Howe as Superintendent of Schools for a period beginning on a date no later than February 2, 2009, subject to Mr. Howe's notice of resignation to his current school district, and terminating June 30, 2012, unless further extended or sooner terminated as hereinafter provided. The Superintendent's work year shall be 12 months, from July 1st to June 30th.

2. The Superintendent of Schools 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 of Schools 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 of Schools 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. 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, subject to the authority of the Board:

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 the District Plan be implemented for effective student achievement.
- 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.
- f. Recommend to the Board professional staff to be recommended for appointment, tenure, and dismissal.
- g. Prepare the notice of an agenda for all meetings of the Board and the 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 of Schools.
- h. The Board will, individually and collectively, bring issues or complaints to the Superintendent for study and recommendation. The Superintendent will attend all Board meetings, including executive sessions of the Board, except where they are discussing the performance or compensation of the Superintendent.
- i. Carry out the duties set forth in Section 1711 of New York State Education Law, as amended or superseded.

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 a 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, as per the terms and conditions of their negotiated contracts, if any.

k. The Superintendent will, in general, perform extra duties appropriate to the position of Superintendent as the Board may legally authorize or direct including, but not limited to, representing the District at all appropriate functions as determined by the Superintendent. 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 Contract;

ii. assign duties or responsibilities to the Superintendent which are inconsistent with those normally associated with the position of the Superintendent of Schools;

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.

3. The Superintendent shall abide by and uphold the American Association of School Administrators Statement of Ethics, which shall be deemed to be a part of this Agreement and is attached, as Appendix "A".

4. The Superintendent shall ensure full cooperation with any distinguished educator appointed by the Commissioner of Education pursuant to Section 211-c of the Education Law.

5. The Superintendent shall devote his full time skill, labor and attention to the discharge of his duties as Superintendent of Schools during the term of this Agreement. He may, however, undertake 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 or written responsibilities as specified herein, and upon prior approval of the Board.

6. In consideration of this Agreement and the proper performance by the Superintendent of his duties as herein provided herein, the Board agrees to pay the Superintendent a salary at the rate of \$135,000.00 per annum payable in 26 equal installments in accordance with the rules of the Board governing payment of other professional staff members of the District. Such compensation shall be pro rated for the 2008-2009 school year.

The Superintendent's salary shall be reviewed annually by the Board of Education and shall be established not later than June 30th and December 30th of each contract year.

The Superintendent shall, no later than April 1st of each year, advise the Board of his request for contract alteration and extension. The Board shall schedule an executive session to discuss any extension and shall, forthwith, advise the Superintendent of its determination. The Board shall act on any such request by June 1 and, if a contract extension is agreed to, shall enter into a new extended Agreement. "Contract year" shall be defined as being that period of time running from July 1st to June 30th of each succeeding year. Nothing contained herein shall preclude the Board from acting to extend the contract earlier, subject to the consent of the Superintendent.

7. The Board, at the request of the Superintendent and in accordance with State and Federal law, shall withhold and transfer an amount of salary, annually or semi-annually or monthly,

said amount to be determined by the Superintendent, permitting the Superintendent to participate, if he so desires, in a tax deferred annuity program of his choosing. The Superintendent, at his option, shall be entitled to the benefits of such tax sheltered annuity as may be available by law and in accordance with School District policy and practices for instructional personnel.

8. The Board shall, in executive session, devote at least a portion of one meeting during the months of June and December in each year of the Superintendent's employment by the District to a discussion of his performance, including but not limited to, his working relationship with the Board, District personnel and the public. The evaluation shall be kept confidential to the extent provided by state and federal law. The evaluation shall be based upon performance criteria established by the Board in consultation with the Superintendent, and the Board shall reduce that evaluation to writing. The Superintendent shall be provided with a copy of the written evaluation, signed by all members of the Board, at least ten (10) days prior to the Board meeting scheduled to discuss such evaluation. This performance evaluation shall be a primary consideration in the Board's review of the Superintendent's continued employment.

9. The Superintendent shall receive twenty (20) days of vacation on July 1st of each contract year, in addition to legal holidays. Such vacation days shall be pro rated at ten (10) days for the 2008-2009 school year. Legal holidays shall be as follows:

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|------------------------------------------|------------------------|
| Independence Day (July 4 th) | New Year's Day |
| Labor Day | Martin Luther King Day |
| Columbus Day | President's Day |
| Veterans' Day | Good Friday |
| Thanksgiving Day and the day after | Memorial Day |

Christmas Day, Christmas Eve and the day after Christmas

Vacation days shall be taken during the contract year in which such days are credited, except that any vacation days not used, up to a maximum of five (5) days per fiscal year, may be sold back by the Superintendent each fiscal year at his then per diem rate of pay.

10. The Superintendent shall be entitled to five (5) days personal leave days per year without deduction in pay for such days where it is needed to perform personal duties which cannot be performed during regular business hours. Such leave is subject to the approval of the Board President in advance, which will not be unreasonably withheld. Unused personal days shall be added to the Superintendent's unused sick time bank. Such leave days shall be pro rated for the 2008-2009 school year.

11. The Superintendent shall be credited with thirty (30) days of sick leave upon the commencement of his employment with the District. When the Superintendent has banked thirty (30) days of his own, the Board's initial grant shall terminate. Thereafter, the Superintendent shall be credited with 15 days of paid sick leave per school year, which shall be credited on July 1 of each school year. Such leave days shall be pro rated for the 2008-2009 school year. Sick leave may be used for illness or injury to the Superintendent or a member of his immediate family. "Immediate family" shall be defined as spouse, children, parents, grandparents, brother, sister, father-in-law, sister-in-law, or any relative living in the Superintendent's household. Unused sick leave days may be accumulated by the Superintendent from year to year, if unused, to a maximum of two hundred ten (210) days. The Superintendent shall be paid for any sick leave days that are unused and accumulated at the time his employment with the District terminates, at the rate of Thirty (\$30) Dollars per unused sick day.

12. The Superintendent shall be entitled to five (5) days of paid leave due to a death in his immediate family. "Immediate family" is defined as spouse, children, parents, grandparents, brother, sister, father-in-law, sister-in-law, or any relative living in the Superintendent's household. The District may grant additional bereavement leave days in circumstances where it determines that such additional leave is necessary and justified. Such leave days shall be pro rated for the 2008-2009 school year.

13. If required to serve as a juror, the Superintendent shall be paid full salary without loss of sick leave, during the period of such services. He will remit to the District the total per diem jury duty fees paid for jury service and travel.

14. The District shall provide the Superintendent with a cell phone and laptop computer for his use. Such items shall remain the property of the District. The Superintendent shall maintain insurance coverage for replacement value of the property and the property shall be returned to the District at the time the Superintendent leaves the employment of the District.

15. The Superintendent shall be entitled to coverage under the District's health insurance plan, with prescription drug and optical coverage, for the Superintendent, his spouse and his dependents.

Effective January 1, 2009	88%
Effective January 1, 2010	87%
Effective January 1, 2011	86%
Effective January 11, 2012	85%

The Superintendent may voluntarily opt out of the District's health insurance program and receive a payment of \$1,500.00 in each year of the contract. Eligibility for participation in the buy-out requires written notification of withdrawal and proof of alternate coverage from the

Superintendent by June 1st of the year preceding the buy-out. Re-entry into the District's health insurance program shall be allowed in the event alternative coverage is lost and shall be allowed at any time, subject only to the waiting period, if any, or the health insurance program's rules and regulations.

The Superintendent shall be entitled to coverage under the District's dental insurance plan for the Superintendent and his dependents. The District shall pay 80% of the cost of such coverage, if this coverage is available within the District plans.

The Superintendent agrees to participate in his spouse's health insurance plan during his retirement. Should his spouse predecease him, payment for such health insurance shall be provided for the Superintendent by the District if he retires while employed by the District, provided he has completed no less than five (5) full years service in the District. Should the Superintendent need to access the health insurance benefit in retirement, the District will pay 85 % of the premium cost of the appropriate insurance plans in effect under this Agreement, as amended, modified or extended by the parties, at the time of his retirement. In the event the Superintendent's employment with the District is terminated for any reason other than retirement, he shall not be entitled to insurance coverage provided by the District. The District's obligation to provide health insurance upon retirement will survive this agreement.

16. The Board shall furnish, at no cost to the Superintendent, a disability insurance plan which premium shall not exceed \$750.00 per year. A copy of this policy shall be given to the Superintendent annually upon acquisition. At the Superintendent's option, the \$750.00 referenced herein may be applied as additional compensation in lieu of payment to purchase a disability insurance plan. The Superintendent must make such selection not later than June 1 of each calendar

year. In that event, the \$750.00 sum shall not be included in the computation of future salary increases.

17. The District shall provide the Superintendent with a term life insurance policy in the amount of \$250,000.00. A copy of this life insurance benefit policy will be provided to the Superintendent by the District and if legally permissible, will be assigned to him upon retirement. The Superintendent shall name the policy's beneficiary.

18. In the event of the Superintendent's death during the period of this Agreement and/or any extension(s) thereto, any unused vacation leave, sick leave, personal leave and other accrued benefits shall be payable to the estate of the deceased as earned salary, said unused sick leave other than the thirty (30) days advanced by the Board pursuant to paragraph 9 above being converted to its cash equivalent on the basis set forth in paragraphs 7, 8 and 9 herein.

19. The District will pay the Superintendent's professional dues to the American Association of School Administrators, the New York State Council of School Superintendents, the Columbia-Greene Superintendent's Association, ASCD, AERA or any alternate to any one of the above.

20. The Superintendent shall be entitled to attend annual conventions or conferences each year on the local, state and national level, and the reasonable expense of such attendance shall be paid by the District, as approved by the Board and shall be reimbursed for such expenses upon presentation of required documentation in accordance with Board policy. The Superintendent, with the Board's prior approval and consistent with Board policy may attend in-service and continuing education programs at the District's expense.

21. The District shall provide transportation reimbursement for official business at the rate set by the Internal Revenue Service. The Superintendent shall be responsible for the tax consequences of the same.

22. The Board agrees to provide legal counsel and to indemnify, protect and hold harmless the Superintendent of Schools from all financial loss arising out of any claim, demand, suit or judgment by reason of his alleged negligence, omission to act or other conduct, resulting in injury to any person or damage to the property of any person, committed while the Superintendent is acting within the scope of his duties or under the direction of the Board. The Board shall have authority to conduct the defense of any such suit or proceeding, including the right to settle the same in its discretion. The Superintendent of Schools shall, within ten (10) days of the time he is served with any summons, complaint, process, notice, demand or pleading, deliver a copy of the same to the Board. In addition to the foregoing, the Superintendent shall be entitled to such rights of indemnification as provided by the applicable provisions of the Educational Law and Public Officers Law. The Superintendent shall have the right to retain private counsel at his own expense regarding any such claim.

23. Should the Superintendent be unable to perform any or all of his duties by reason of illness, accident or other cause, and should said disability exist for a period in excess of six (6) months, or is permanent or of such a nature as to make the performance of his duties impossible, the Board may, at its option, terminate this agreement, whereupon the respective duties, rights and obligations of the parties hereunder shall cease and terminate.

The parties agree that the determination as to whether the Superintendent's illness or disability is permanent or of such a nature as to make the performance of his duties impossible shall

be made by the chief of the department in the appropriate specialty at the Albany Medical Center or a mutually agreed upon medical facility, after examination of the Superintendent. The District and Board shall pay the expense of the examination of the Superintendent and the physician's report.

24. Throughout the term of this Agreement, the Superintendent shall be subject to discharge for good and just cause shown pursuant to the following provisions:

a. If charges are to be brought against the Superintendent by any person, upon demand by the Superintendent, the following rights will be afforded:

- i. No charge shall give rise to a disciplinary hearing unless a quorum of the board find probable cause to convene such hearing in a duly convened executive session.
- ii. All charges shall be in writing and in such detail as to allow the preparation of a meaningful defense.
- iii. The Superintendent shall be allowed counsel at his own expense at all stages of all proceedings.
- iv. The Superintendent has a 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 ("AAA") 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, the AAA shall be empowered to designate a Hearing Officer.
- v. The Superintendent shall be given a fair opportunity to hear witnesses and evidence against him and to present witnesses and evidence on his behalf. The Superintendent may be represented at his own expense at such a hearing.
- vi. The date(s) for hearing shall be set by the Hearing Officer and, unless waived by the Board and the Superintendent in writing, shall be concluded no later than thirty (30) calendar days from the date the charges have been served.

- vii. A record of the proceeding shall be maintained at the District's expense. Formal rules of evidence shall not apply.
- viii. The Hearing Officer shall issue a Findings of Fact and Recommendations. The decision of the Hearing Officer shall contain express findings of fact, as well as the Hearing Officer's recommendation regarding guilt or innocence of each of the charges before him/her, as well as the measure of discipline to be imposed, which shall be forwarded to the Board for final determination.
- ix. The Board shall review the decision of the Hearing Officer and shall accept, modify or reject that decision by resolution within ninety (90) days of the date of receipt by the Board of the Hearing Officer's decision. The decision of the Board shall be based exclusively upon the record of the proceeding.

b. The Board may, by majority vote, suspend the Superintendent with pay pending the hearing set forth above.

25. The Superintendent shall provide the Board with no less than sixty (60) days written notice of his intent to terminate this contract.

26. 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 any oral modification thereof.

27. The validity or enforceability of any particular provision of this Agreement shall not affect its other provisions and this Agreement shall be construed in all respects as if such invalid or unenforceable provision has been omitted.

28. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

29. The failure of either party at any time to require the performance by the other of any of the terms, provisions or agreement hereof shall in no way affect the right thereafter to enforce same and shall not constitute the waiver of either party hereto of any breach of the terms, provisions or agreement or be construed as a waiver of any succeeding breach.

30. The original of this Agreement shall be filed with the Clerk of the Board of Education.

31. This Agreement constitutes the entire contract between the parties and contains all the agreements between them with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have set their hands and seals this ____ day of December, 2008.

BOARD OF EDUCATION OF THE HUDSON CITY SCHOOL DISTRICT

Superintendent of Schools

By: Mary Daly
Mary Daly, President

John F. Howe
John F. Howe



Code of Ethics

AASA's Statement of Ethics for Educational Leaders

An educational leader's professional conduct must conform to an ethical code of behavior, and the code must set high standards for all educational leaders. The educational leader provides professional leadership across the district and also across the community. This responsibility requires the leader to maintain standards of exemplary professional conduct while recognizing that his or her actions will be viewed and appraised by the community, professional associates and students.

The educational leader acknowledges that he or she serves the schools and community by providing equal educational opportunities to each and every child. The work of the leader must emphasize accountability and results, increased student achievement, and high expectations for each and every student.

To these ends, the educational leader subscribes to the following statements of standards.

The educational leader:

1. Makes the education and well-being of students the fundamental value of all decision making.
2. Fulfills all professional duties with honesty and integrity and always acts in a trustworthy and responsible manner.
3. Supports the principle of due process and protects the civil and human rights of all individuals.
4. Implements local, state and national laws.
5. Advises the school board and implements the board's policies and administrative rules and regulations.
6. Pursues appropriate measures to correct those laws, policies, and regulations that are not consistent with sound educational goals or that are not in the best interest of children.
7. Avoids using his/her position for personal gain through political, social, religious, economic or other influences.
8. Accepts academic degrees or professional certification only from accredited institutions.
9. Maintains the standards and seeks to improve the effectiveness of the profession through research and continuing professional development.
10. Honors all contracts until fulfillment, release or dissolution mutually agreed upon by all parties.
11. Accepts responsibility and accountability for one's own actions and behaviors.
12. Commits to serving others above self.

-- Adopted by the AASA Governing Board, March 1, 2007