

SUPERINTENDENT EMPLOYMENT AGREEMENT
BY AND BETWEEN
EAST RAMAPO CENTRAL SCHOOL DISTRICT BOARD OF EDUCATION
AND
DR. DEBORAH L. WORTHAM

THIS EMPLOYMENT AGREEMENT (“Agreement”) is made this 7th day of June, 2016 by and between the Board of Education (“Board”) of the East Ramapo Central School District (“District”) and Dr. Deborah L. Wortham (“Superintendent” or “Dr. Wortham”) (collectively, “the Parties”).

WHEREAS, the Board has employed Dr. Wortham as Interim Superintendent of Schools since November 2015; and,

WHEREAS, the Board engaged a thorough and complete process to seek a full-time Superintendent of Schools through use of search consultant; and,

WHEREAS, the Board has completed that search and determined that Dr. Wortham is qualified to serve in the role of Superintendent of Schools; and,

WHEREAS, Dr. Wortham possesses a valid certificate to work as superintendent of schools in New York State; and,

WHEREAS, Dr. Wortham has expressed a strong desire to serve as the District’s Superintendent of Schools; and,

WHEREAS, the Parties have reached agreement on the terms under which Dr. Wortham shall be employed as the District’s Superintendent of Schools;

NOW, THEREFORE, in consideration of the mutual promises set forth below, it is hereby agreed by and between the parties as follows:

1. **APPOINTMENT/TERM:**

- a) The Board will employ Dr. Wortham as the Superintendent of Schools of the East Ramapo Central School District pursuant to §1711 of the Education Law of the State of New York and the Superintendent accepts that appointment under the terms and conditions set forth in this Agreement.
- b) The Board and Dr. Wortham agree, pursuant to a resolution duly passed on **June 7, 2016** Dr. Wortham shall be employed by the Board as Superintendent of Schools for a period commencing **July 1, 2016** through **June 30, 2019** unless further extended or terminated consistent with the terms herein.
- c) Termination of this Agreement shall be in accordance with the provisions of Paragraph 10 herein.

2. **DUTIES:**

- a) The Superintendent shall be the Chief School Officer for the District and will devote her full time, energy and attention to the business of the District and will perform and exercise to the best of her ability the powers, duties and obligations set forth in New York State Education Law §1711, as amended from time to time, the regulations of the Commissioner of Education of the State of New York and the powers and duties normally associated with the Superintendent of Schools.
- b) The Superintendent shall have the authority to make recommendations to the Board for the organization of the Administrative and Supervisory staff and for the instruction and business affairs of the District, including the right and responsibility to supervise and direct persons employed in the business or educational activities of the District, other than those who report directly to the Board. The responsibility for the selection, placement and transfer of personnel shall be vested in the Superintendent subject to approval by the Board.
- c) The Superintendent shall be notified of and expected to attend all regular Board meetings. The Superintendent will be expected to attend and participate in Executive Sessions of the Board but shall not be entitled to attend Executive Sessions at which her evaluation or performance is to be discussed.
- d) The Board may, from time to time, prescribe additional duties and responsibilities consistent with those normally associated with the position of Superintendent of Schools. The addition of any such duties and responsibilities shall be deemed consistent with this Agreement and not require formal Board action or amendment hereto.
- e) If applicable, the Superintendent will cooperate fully with any distinguished educator appointed by the Commissioner of Education pursuant to Education Law §211 (b) or (c).
- f) Dr. Wortham agrees to devote her full time, energy and attention to the business of the District and will perform to the best of her ability all of the duties of such office as are more fully set forth in New York State Education Law §1711.

3. **BOARD REVIEW**

- a) The Board shall establish annual goals and objectives for the Superintendent for each school year, which shall be reduced to writing. These objectives shall be among the criteria upon which the Superintendent is to be evaluated. The Board shall devote a portion or all of one meeting during the month of June in each year of this Agreement to an evaluation of the Superintendent's performance and her working relationship with the Board. The Superintendent shall be provided with a written evaluation following such meeting, which evaluation shall be based upon

the performance criteria established by the Board, and the annual goals and objectives for the Superintendent for the preceding school year.

- b) The Superintendent shall have the right to discuss her evaluation with the Board in Executive Session and may submit a written response or comments regarding the evaluation, which shall become part of the Superintendent's personnel file. All materials relating to the performance evaluation of the Superintendent shall be considered confidential and shall not be subject to disclosure except as necessary pursuant to this Agreement or as required by law.
 - c) The Board shall promptly refer to the Superintendent any criticisms, complaints and suggestions that the Board, in its collective judgment, determines meritorious of the Superintendent's consideration and response. Such matters shall be discussed by the Board in executive session as a personnel matter related to the Superintendent's performance.
4. **CERTIFICATE:** Dr. Wortham affirms and agrees that she possesses and maintains a certificate validly issued by the New York State Education Department to serve as superintendent of schools and shall adhere to any and all requirements for serving in such position. Possession and maintenance of such certificate is a necessary and material condition of this Agreement. Failure to maintain such certificate shall be grounds for immediate termination of this Agreement.
5. **COMPENSATION:**
- a) The Board agrees to pay Dr. Wortham an annual salary of two hundred fifty thousand dollars (\$250,000) in each year of this Agreement, commencing July 1, 2016. Such annual salary shall be paid in equal installments, in accordance with the policy of the Board covering payment of other professional staff members.
 - b) The District shall contribute ten thousand dollars (\$10,000) as a non-elective employer contribution to an established deferred compensation plan (Omni Plan). Such contribution is contingent upon Dr. Wortham completing the full year of employment in each year of this Agreement.
6. **LEAVE & OTHER BENEFITS:**
- a) Leave time. Dr. Wortham shall be provided the following annual leave days:
 - 1. Vacation days: The Superintendent shall be provided twenty (20) vacation days annually. Should Dr. Wortham seek to use more than five (5) vacation days consecutively, Board approval shall be required. The Superintendent shall be permitted to roll over up to ten (10) unused vacation days to any subsequent year of employment. The Superintendent shall be permitted to have to her credit a maximum of thirty (30) total vacation days (including any rolled over, accumulated days) in any given year of this Agreement. Upon

termination of employment for any reason other than cause, the Superintendent shall be permitted to receive payment, at her per diem rate of pay (based upon 1/240th of annual salary) for up to ten (10) unused accumulated vacation days.

2. Sick Leave: The Superintendent shall be provided eighteen (18) sick leave days annually. Such days may be used for personal or family illness. Such days shall be credited on July 1, of each year of this Agreement. The Superintendent shall further be credited with ten (10) sick leave days from her time working as Interim Superintendent of Schools for the District. Therefore, on July 1, 2016 the Superintendent shall have to her credit twenty eight (28) sick leave days. Such days shall have no cash value. Sick leave days shall accumulate to a maximum of one hundred (100) days.

- b) Holidays: Dr. Wortham shall be granted time off for the following holidays:

- (1) Independence Day
- (2) Labor Day
- (3) Columbus Day
- (4) Veterans' Day
- (5) Thanksgiving Day
- (6) Friday following Thanksgiving Day
- (7) The Day before Christmas
- (8) Christmas Day
- (9) The days between Christmas and New Year's Day
- (10) New Year's Day
- (11) Martin Luther King, Jr. Holiday
- (12) Presidents' Day
- (13) Good Friday
- (14) Memorial Day

The Superintendent shall also be permitted to take as paid vacation time the February school break week as vacation without diminishment of the above referenced annual vacation allotment.

- c) Health Insurance Coverage: Dr. Wortham shall be provided District health insurance coverage through the District provided carrier as such carrier may from time to time be changed. Dr. Wortham shall be responsible for payment of fifteen percent (15%) of total premium coverage, for a family or individual plan, whichever is taken.
- d) Expenses: The Board agrees to reimburse Dr. Wortham for reasonable expenses incurred by in the performance of the duties of Superintendent of Schools upon submission of appropriate claims and approval by the Board.

1. Mileage: Mileage reimbursement for official travel shall be at the applicable Internal Revenue Service (IRS) rate mileage rate. Mileage for travel to/from/between Dr. Wortham's home and the District is not considered official travel and will not be reimbursed.
 2. Conferences: Dr. Wortham is authorized, with prior Board approval and consistent with Board Policy, to incur reasonable expenses in the discharge of her duties, including, but not limited to, expenses for travel and lodging for educational conferences and professional association dues for membership in one state and one national association.
 - e) Other Benefits: The Board shall make available for Dr. Wortham a cellular and/or smart phone device (e.g. Blackberry, iPhone) for her professional use. Such costs associated with such phone shall be paid by the District provided however that any personal use by Dr. Wortham of such device shall be paid by her as a reimbursement to the District and provided further that any such reimbursement shall not exceed forty-five dollars (\$45) per month. Any such payments shall be made on a monthly basis.
 - f) Residency: The Parties agree the Superintendent shall, no later than December 31, 2016, become and maintain throughout the duration of this Agreement and any amendments thereto, permanent residency within twenty five (25) miles of the District offices and on the Rockland County side (West) of the Hudson River. Failure to become and maintain such residency shall be deemed a material breach of this Agreement and grounds for immediate termination. For purposes of this clause, "residency" shall mean maintaining a permanent, primary residence for the Superintendent and her family. The District shall provide, upon submission of appropriate claims and approval by the Board, up to \$7,500 in reimbursement for moving expenses associated with the Superintendent moving into the District. Such moving expenses shall be a one-time, nonrecurring expense.
7. INDEMNITY:
- a) The provisions contained in the New York State Education Law and New York State Public Officers' Law providing for the defense and indemnification of public employees will be fully applicable to the Superintendent.
 - b) As a condition of receiving such indemnification, the Superintendent shall comply with all notice requirements contained within such provisions. The Board shall have the right and authority to conduct the defense of any suit and proceeding, including the right, in the Board's discretion, to settle such suit or claim at any time.
8. TERMINATION: This Agreement may be terminated in accordance with any of the following sections:

- a) The Board may immediately terminate this Agreement for any one of the following reasons:
 1. The permanent disability of the Superintendent or the continuing disability after six (6) months and exhaustion of accumulated sick leave time.
 2. Non-compliance with Paragraph 4 (Failure to maintain a valid certificate to act as a superintendent of schools in the State of New York) of this Agreement will result in immediate termination of this Agreement as set forth therein.
 - b) This Agreement may be terminated by mutual agreement of the Parties. Any such Agreement shall be reduced to writing and signed by the Parties.
 - c) The Superintendent shall provide the Board with 120 days' notice of resignation or desire to terminate this Agreement. Should the Superintendent provide such notice and not remain working for the District during such 120 day period; the Board shall be authorized to accelerate the termination date of this Agreement and make it effective immediately with no further benefits being provided hereunder.
 - d) The Board may terminate this Agreement for actions including but not limited to neglect of duty, breach of contract, insubordination, misconduct, or if the Superintendent shall conduct herself so as to negatively reflect upon her position or the District or so as to prevent her from properly performing the duties of her office. In the case of termination for one of the reasons set forth in this paragraph, the Superintendent may request a due process hearing. Such hearing shall be held upon at least twenty-one (21) days prior written notice and the Superintendent may be represented by counsel with all fees associated with such counsel to be borne by the Superintendent. The hearing shall be conducted in private unless both parties agree to a public hearing. The hearing shall be held in front of a hearing officer selected by the Board. Such hearing officer shall not be a District employee and shall be conversant in labor and employment law. All fees and expenses of AAA, the hearing officer and the hearing shall be borne equally between the District and the Superintendent. The hearing officer will issue written recommended findings of fact and conclusions of law to the Board and Superintendent within fifteen (15) days of the close of the hearing. The Board will issue a final, written determination within ten (10) days of receipt of the hearing officer's recommendations. The hearing set forth herein shall not be required if the Superintendent does not request it.
 - e) The expiration of this Agreement without renewal or extension thereof.
9. **APPLICABILITY:** This Agreement is subject to all applicable laws, rules, regulations, decisions and any final and binding order of the Commissioner of Education, which may impact its terms. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

- 10. **SOLE AGREEMENT:** This Agreement represents the sole agreement between the parties hereto and may not be amended except by a subsequent agreement in writing signed by Dr. Wortham and the President of the Board, pursuant to a Board resolution authorizing the Board President to do so.

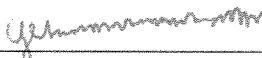
- 11. **SEVERABILITY/SAVINGS CLAUSE:** The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision.

- 12. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties, and the Agreement may not be altered or modified except by written agreement signed by the Superintendent and the Board President after Board resolution.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date(s) indicated below.

DATED: 6/7, 2016

DATED: 6/7/16, 2016



YEHUDA WEISSMANDL, President
for the East Ramapo Central School
District Board of Education



DR. DEBORAH L. WORTHAM

STATE OF NEW YORK)
COUNTY OF ROCKLAND) SS.:

On the 7th day of June in the year 2016 before me, the undersigned, personally appeared DEBORAH L. WORTHAM, 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
REGISTERED SARATOGA COUNTY
REG NO: 026E5012562
REGISTRATION EXPIRES JUNE 15 2019

STATE OF NEW YORK)
COUNTY OF ROCKLAND) SS.:

On the 7th day of JUNE in the year 2016 before me, the undersigned, YEHUDA WEISSMANDL, appeared before me in his official capacity as the President of the Board of Education of the East Ramapo Central School District and on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his official capacity as President of the Board of Education of the East Ramapo Central School District, duly authorized by such Board to execute same.



Notary Public
SARATOGA COUNTY
REG NO: 026E5012562
REGISTRATION EXPIRES JUNE 15, 2019