

THIS AGREEMENT, made this _____ day of August, 2019 by and between the **BOARD OF EDUCATION OF THE PELHAM UNION FREE SCHOOL DISTRICT**, having its office at 18 Franklin Place, Pelham, New York 10803, hereinafter referred to as the "Board" and Dr. Cheryl Champ residing at [REDACTED] hereinafter referred to as "Dr. Champ".

W I T N E S S E T H :

WHEREAS, the Board of Education seeks to continue to employ Dr. Champ as Superintendent of Schools for its School District and Dr. Champ seeks to continue to serve as Superintendent of Schools; and

WHEREAS, the Board of Education and Dr. Champ seek to provide for the terms of said relationship in the form of this employment agreement entered into pursuant to the Education Law, as approved by the Board, subject to the fingerprinting requirements of the Education Law;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

1. The Board hereby agrees to employ Dr. Champ and Dr. Champ hereby agrees to work for the Board as Superintendent of Schools for a term commencing on the ___th day of August, 2019, and ending on the ___th day of August, 2024.

2. (a) Dr. Champ, as Superintendent of Schools, shall be the chief administrative officer of the District and shall have the power and obligation to perform all those duties and to accept all those responsibilities, under the direction of the Board, as are:

- (i) set forth in Section 1711 of the Education Law of the State of New York including any amendments thereof or successor statutes thereto;
- (ii) specified in the Policy Manual of the Board;
- (iii) normally associated with the position of Superintendent of Schools, including, but not limited to, budget formulation and administration, pupil course of study and curriculum, public relations, personnel management and labor relations;
- (iv) imposed upon or granted to a Superintendent of Schools under the provisions of the Education Law or other statute of the State of New York, or by rule or regulation of the Commissioner of Education.

(b) The Board may, from time to time, prescribe additional duties and responsibilities consistent with the position of Superintendent of Schools.

(c) With respect to their relationship to one another and the determination of their respective powers and duties, the parties acknowledge that they are both subject to the Laws of the State of New York and the applicable rules and regulations of the Board of Regents and the Commissioner of Education of the State of New York. Consistent with and pursuant to Education Law §211-B(5)(a), Dr. Champ shall fully cooperate with any distinguished educators appointed by the Commissioner of Education.

(d) Dr. Champ shall devote her full time skill, labor and attention to the discharge of her duties as Superintendent of Schools during the term of this Agreement. However, she may make written application to the Board to undertake consultative work, speaking engagements, lecturing or other professional activities, with or without remuneration, so long as

such activities do not interfere with the full and faithful discharge of her duties and responsibilities. Any such work shall be subject to advance approval by the Board.

(e) The Board shall refer to Dr. Champ, for her study and recommendation, any substantive criticisms or complaints by the Board regarding the administration of the District or the Superintendent's performance of her duties.

3. (a) Dr. Champ will be paid for her services a salary of Two Hundred Fifty Thousand Nine Hundred and Twenty (\$250,920.00) Dollars for the first school year of this Agreement, covering the period July 1, 2019 through June 30, 2020. For each additional year of this Agreement, she will be paid a salary to be determined by the Board as a result of a qualitative evaluation of her performance. In no event shall the salary be less than the salary paid to her in the previous year.

(b) Dr. Champ's salary shall be paid in accordance with customary payroll procedures. It is understood and agreed that Dr. Champ may shelter amounts from her base salary within the limits permitted by the Internal Revenue Code at no additional cost to the Board.

(c) For the 2019-2020 school year, the Board agrees to contribute an additional amount of compensation, totaling five (5) percent of Dr. Champ's salary, as a non-elective employer contribution, to a tax-deferred annuity of her choice. The amount sheltered pursuant to this sub-paragraph, as well sub-paragraph (b) above, shall not exceed the limits permitted by the IRS. For any additional year thereafter, the decision to make a District contribution to a tax deferred annuity shall be determined by the Board annually, in conjunction with its decision as to any salary increase, and any such contribution shall be a non-elective employer contribution to the tax deferred annuity of her choice.

4. Dr. Champ shall possess a valid certificate to act as a Superintendent of Schools in the State of New York during the term of her employment with the District and a copy of such

certification shall be filed by Dr. Champ with the Clerk of the Board prior to the first day of her employment. Dr. Champ shall immediately notify the Board in writing of any change in the status of her certification. Failure to maintain such certification shall be grounds for immediate termination of this Agreement and the corresponding term appointment.

5. (a) Dr. Champ shall be entitled to twenty-five (25) vacation days with pay for each year served hereunder credited each July 1. The time of such vacation shall be subject to the approval of the Board President, except that if the period of vacation is less than five consecutive business days, only notification of absence to the Board President need be given. The said twenty five (25) days shall be exclusive of Saturdays, Sundays and holidays when all District Schools and offices are closed. Should Dr. Champ leave the employment of the District during the school year, the number of vacation days permitted for that year will be pro-rated with any days already used in excess of the prorated amount to be returned as a deduction from Dr. Champ's salary.

(b) Dr. Champ may carry over no more than five (5) vacation days from a previous year of service with the District with the approval of the Board. At no time during the term of this Agreement may the total of accrued unused vacation including accruals credited at the commencement of each contract year, exceed thirty (30) days. Up to the five (5) accrued unused vacation days may be cashed out at the end of a contract year at the rate of $1/230^{\text{th}}$ per day of her annual salary.

6. Dr. Champ shall, in addition to vacation, be entitled to three (3) days of personal leave in each year of this Agreement to attend to business of a personal nature which cannot be attended to outside of the regular workday. Any unused personal days may be rolled over to her sick leave accumulation at the end of the school year. Dr. Champ shall also be entitled to five (5) days of bereavement leave in the case of death in the immediate family or one who resides in her

household. Dr. Champ shall be entitled to the continuation of her salary should she be required to serve jury duty.

7. (a) Dr. Champ shall be credited with twenty (20) sick leave days annually which may be used in the case of personal illness which prohibits her attending to her duties as Superintendent of Schools or, for up to five (5) such days per year for family illness. Unused sick leave will accumulate from year to year. Unused sick leave may not exceed a maximum accrual of two hundred (200) days. Under no circumstances will unused sick leave be compensated for. The Board reserves the right to request of Dr. Champ that she provide written verification from a physician of the nature of the absence which requires the use of sick leave and the projected date of return to duty in the case of long term illness and may, in such case, require Dr. Champ to attend a medical examination by a physician chosen by the Board.

(b) In addition to the sick leave made available to Dr. Champ in the case of illness as provided in subparagraph 7(a) above, she shall be eligible for an additional bank of five (5) days in the third year of her employment with the District. This bank of days will be extended into a fourth year of employment.

8. Dr. Champ shall so advise the President of the Board of Education in advance in the event that the business of the District requires her to be out of District on a work day.

9. (a) The Board will provide Dr. Champ with family or individual health insurance through the group policies of the District.

(b) The Board will provide Dr. Champ with dental and optical coverage through the group policies of the District with the District to pay eighty (80%) percent of the appropriate premium and Dr. Champ to pay the remaining portion of the appropriate premium through payroll deduction. The plan shall be the group policy offered to employees of the District.

(c) After five years of service with the District, Dr. Champ will be eligible for health insurance in retirement, should she retire directly from the District into the New York State Teachers' Retirement System. The Board agrees to continue the percentage rate of contribution for health insurance in effect at the time of Dr. Champ's retirement for individual coverage and fifty (50) percent of the cost of coverage for dependent(s). In the event Dr. Champ predeceases her spouse, either as an active or retired employee, the coverage of her spouse will be continued for three (3) months following the month in which her death occurred. This extended coverage is to be provided at no additional charge to Dr. Champ's spouse, except for the contribution noted in this Paragraph.

(d) The Board will provide disability insurance to Dr. Champ that provides for the payment of disability benefits with a maximum monthly payment of eight thousand (\$8,000) dollars a month. The plan will become effective following the exhaustion of accumulated sick leave.

10. (a) The Board will, upon notice of the Board President, reimburse Dr. Champ for the cost of attendance at professional conferences and reasonable expenses related thereto attended by her, including meals and lodging, not to exceed the amount budgeted therefore. Expenses in excess of the budgeted amount shall require Board approval. The Board will pay for her annual membership in the following professional organizations: New York State Council of School Superintendents, Lower Hudson Council of School Superintendents, and the American Association of School Administrators.

(b) The Board shall provide a computer for Dr. Champ's use with the understanding that such use shall be consistent with Board Policy and the District's Acceptable Use Policy. Any and all property provided for Dr. Champ's use, including but not limited to a computer, shall be on a loan basis and shall remain the property of the District. Dr. Champ shall

return all such property upon the end of her working relationship with the District unless authorized by an act of the Board to purchase any such equipment at a fair market value, at which point, prior to Dr. Champ taking personal possession of any such equipment, all software licenses to the District together with District data shall be removed from such equipment. Upon receipt of any such piece of equipment as specifically authorized by the Board, Dr. Champ shall issue a memo to the Board acknowledging receipt of same.

(c) Dr. Champ will be provided with a stipend of Three Hundred (\$300.00) Dollars per month for expenses incurred for her cellular phone service so that she may conduct the business of the District and mileage for the use of her personal vehicle for travel for District business within Westchester County. Such monthly stipend shall be paid bi-weekly through customary payroll procedures, subject to all applicable taxes and withholdings.

(d) Dr. Champ will be reimbursed for mileage at the IRS rate at the time of travel for travel outside of the District in which she uses her personal vehicle for District business outside of Westchester County.

11. The Board agrees to provide eight weeks of severance pay should Dr. Champ provide notification of her retirement by January 1st of the year she shall retire. Such severance amount shall be made into a mutually agreeable 403(b) account.

12. The Board will meet with Dr. Champ in July of each year of this Agreement to establish mutually agreed upon goals and objectives for the next school year. In January of each year, the Board will meet with Dr. Champ to receive an interim progress report. By the third week of May of each year, the Board shall receive from Dr. Champ a final written report of the year's efforts regarding goals and objectives as well as a self-evaluation on the responsibilities in the Superintendent's job description. The Board shall then prepare and provide to Dr. Champ a written evaluation of her performance which will be submitted to Dr. Champ no later than June 30 of each

year. The evaluation instrument to be used by the Board shall be mutually agreed upon. The evaluations issued hereunder shall remain confidential by the Board and its individual members to the extent permitted by law.

13. (a) Throughout the term of this Agreement, Dr. Champ shall be subject to discharge only for good cause. Any charges against her shall be presented to her in writing. Dr. Champ shall be entitled to a notice of hearing and a hearing before an impartial hearing officer with at least thirty (30) days' notice of the hearing. The hearing officer shall be mutually selected between the Superintendent and the Board. However, if the selection is not agreed to within ten (10) days of the service of charges, the parties agree to use Jeffrey Selchick or Jay Siegel, if Mr. Selchick is not available for the hearing to commence within thirty (30) days, as a hearing officer. If neither Mr. Selchick nor Mr. Siegel is able to provide a date for the hearing to commence within thirty (30) days, the Board has the right to select the hearing officer unilaterally as long as the Board's selection is an attorney who practices in the area of Education Law or Labor and Employment Law and has no conflict of interest with the District. The impartial hearing officer shall hold the hearing, render findings of fact and make recommendations to the Board as to the penalty. The Board shall give serious consideration to the findings and recommendations of the hearing officer, and if the Board rejects the findings and recommendations, such rejection must be based upon reasons that are supported by the record of the hearing, as set forth in the written decision. At such hearing, Dr. Champ shall have the rights associated with basic due process including but not limited to the right to call witnesses, the right to cross examine adverse witnesses, the right to present evidence and a right to a copy of any transcript. If Dr. Champ chooses to be accompanied by legal counsel at such hearing, she will assume the cost of such legal services.

(b) If Dr. Champ is unable to render the services required of her hereunder by reason of sickness or other disability for a period of six (6) months, at the sole discretion of the

Board and upon written notice to Dr. Champ, the Board may terminate this Agreement without further obligation to her.

14. Dr. Champ shall also be entitled to all protections of all New York State Statutes providing indemnification and legal defense to the officers and employees of the School District, including but not limited to the provisions of Public Officers Law Section 18.

15. No later than the end of the sixth (6th) month of the last year of the Agreement, the Board will inform Dr. Champ in writing whether or not it desires to negotiate a successor agreement to this Agreement. In order for the requirements of this clause to be effective, Dr. Champ shall provide the Board with a written reminder of this obligation at least thirty (30) calendar days prior thereto.

16. Should Dr. Champ wish to leave the employment of the District prior to the end of the contract term herein, she shall provide the Board with a minimum of six (6) months written notice of same.

17. If any provision of this Agreement is determined to be contrary to law, it is understood and agreed that such provision shall be deemed deleted and the balance of this Agreement without such deleted provision, if otherwise lawful, shall remain in full force and effect. All prior discussions and agreements between the parties shall merge in this Agreement and any amendment of this Agreement shall be in writing and executed by both parties. The law of the State of New York shall govern this Agreement.

IN WITNESS WHEREOF, the Board has caused this Agreement to be signed by its President and has caused its seal to be hereunto affixed and Dr. Champ has hereunto set her hand and seal, all on the day and year first above-written.

BOARD OF EDUCATION OF THE
PELHAM UNION FREE SCHOOL DISTRICT

By: Jessica B DeDomenico
Jessica DeDomenico

Cheryl Champ
Dr. Cheryl Champ

STATE OF NEW YORK)

SS.:

COUNTY OF WESTCHESTER)

On this 13 day of Sept., 2019 before me came Jessica DeDomenico to me known who, being by me duly sworn, did depose and say that she resides in the State of New York; that she is an officer of the Board of Education of the Pelham Union Free School District described in, and which executed the foregoing Agreement, that she knows the seal of said school district; that the seal affixed to said Agreement is such school district seal; that it was so affixed by order of the Board of Education of said school district; and that signed name thereto by like order.

Milagros Bonilla
Notary Public

Sworn to before me this
13 day of August, 2019.

Milagros Bonilla
Notary Public

MILAGROS BONILLA
NOTARY PUBLIC, STATE OF NEW YORK
REGISTRATION No. 01BO6376923
QUALIFIED IN WESTCHESTER COUNTY
MY COMMISSION EXPIRES JUNE 18, 2022

STATE OF NEW YORK)

SS.:

COUNTY OF WESTCHESTER)

On this 13 day of Sept., 2019, before me came Dr. Cheryl Champ known to me to be the person described in, and who executed the foregoing Agreement, and duly acknowledged to me that she executed the same.

Milagros Bonilla
Notary Public

Sworn to before me this
13 day of August, 2019.

Milagros Bonilla
Notary Public

MILAGROS BONILLA
NOTARY PUBLIC, STATE OF NEW YORK
REGISTRATION No. 01BO6376923
QUALIFIED IN WESTCHESTER COUNTY
MY COMMISSION EXPIRES JUNE 18, 2022