

TERMS AND CONDITIONS AGREEMENT  
BETWEEN  
THE RED HOOK CENTRAL SCHOOL DISTRICT  
AND  
ORA KITTY SUMMERS

THIS AGREEMENT is made the 15<sup>th</sup> day of June, 2017, and amended the 26<sup>th</sup> day of September, 2018, and further amended on the 24<sup>th</sup> day of June, 2020, by and between the Board of Education of the Red Hook Central School District, hereinafter referred to as the "District" and Ora Kitty Summers, hereinafter referred to as "Assistant Superintendent" or "Kitty Summers".

WHEREAS, the Board of Education of the Red Hook Central School District did, by resolution duly adopted on the 11<sup>th</sup> day of August, 2016, appoint Ora Kitty Summers to a four-year probationary appointment pursuant to the New York State Education Law as Assistant Superintendent for Curriculum, Instruction and Staff Development of said District for the period August 15, 2016 to August 14, 2020, and

WHEREAS, the Board of Education awarded tenure to Ora Kitty Summers at the Board Meeting on March 25, 2020, with an effective date of August 14, 2020, and

**WHEREAS**, the parties wish to enter into a written Terms and Conditions Agreement (hereinafter "Agreement") pursuant to the Education Laws of the State of New York setting forth the terms and conditions of said employment and the Board by its resolution at a meeting on June 14, 2017, and amended by resolution at a meeting on September 26, 2018, authorized the President of the Board to enter into an Agreement with the Assistant Superintendent for Curriculum, Instruction, and Staff Development.

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein and pursuant to the aforesaid Resolution, the parties agree as follows:

Agreement Term: The District has employed and granted tenure to Ora Kitty Summers as Assistant Superintendent for Curriculum, Instruction and Staff Development for the Red Hook

Central School District. The term of this Agreement is from July 1, 2020 through June 30, 2023. The Assistant Superintendent expressly understands and agrees that she is employed subject to the New York State Education Law, that her continued employment (except as otherwise expressly set herein) is subject to NYS Education Law, its rules and regulations, and that this Agreement is in no way a contract or guarantee of employment, but merely an agreement setting forth the terms and conditions of employment. No rights as to term of employment or the continuation of compensation and benefits are conferred by this Agreement except those conferred by statute. During the term of her employment, the Assistant Superintendent's employment is subject to termination in accordance to the Education Law and the Rules and Regulations of the Commissioner of Education.

1. Duties/Certification: The Assistant Superintendent accepts such employment and agrees to furnish throughout the duration of employment a valid and appropriate certification to act as an Assistant Superintendent in the State of New York and that the Assistant Superintendent hereby agrees to devote her full time, skill, labor and attention to said employment during the term of this contract, provided, however, that the Assistant Superintendent by agreement with the Superintendent of Schools may undertake consultation work, speaking engagements, writing, teaching, lecturing or other professional duties and obligations without reduction in compensation. The parties hereto agree that the duties of the Assistant Superintendent shall be those now or hereafter prescribed by the Board of Education of said District, by the Superintendent of Schools of said District, and by the Education Law of the State of New York.

2. Performance Evaluation: The Superintendent of Schools shall annually evaluate the performance of the Assistant Superintendent and shall report the results of such evaluation to the Assistant Superintendent and to the Board of Education.

3. Salary: The District shall pay said Assistant Superintendent as annual compensation for such service \$135,000.00 for the 2016-2017 school year. This annual salary shall be pro-rated for the initial year of employment for the fiscal year ending on June 30, 2017. Effective July 1, 2017, the annual compensation shall be \$139,725.00. Effective July 1, 2018, the annual compensation shall be \$151,000. Effective July 1, 2019, the annual compensation shall be increased by 3.5% from the 2018-19 amount to create the 2019-2020 amount. Effective July 1, 2020, the annual compensation shall be increased by 3.5% from the 2019-2020 amount.

Effective July 1, 2021, the annual compensation shall be increased by 3.5% from the 2020-2021 amount. Effective July 1, 2022, the annual compensation shall be increased by 3.5% from the 2021-2022 amount. However, in no event shall the Assistant Superintendent's annual salary for any twelve-month period of employment be less than the amount of annual salary received during the preceding twelve-month period. Such salary, less deductions required by Law or authorized by said Assistant Superintendent shall be paid in twenty-six (26) equal bi-weekly installments each year, as is provided for other professional staff employees.

4. Benefits: The Assistant Superintendent shall be entitled to benefits as set forth herein:

a. The Assistant Superintendent shall be entitled to 25 days of vacation per year, credited on July 1, of each school year; however, should the Assistant Superintendent's employment end before June 30 of any school year, such time shall be pro-rated for purposes of determination of earned vacation leave and any potential payment for unused vacation leave. The Assistant Superintendent shall schedule the use of such days in consultation with the Superintendent of Schools. The Assistant Superintendent shall be entitled to carry over unused vacation days up to a maximum of ten (10) days. Any unused days may be "cashed in" at the end of any school year, at a rate of 1/240<sup>th</sup> of her annual salary. The number of days for which annual payment may be received is unlimited; but the maximum number of days that may be carried over to the next fiscal year shall be 10 days, with a maximum accumulation of 35 days. The Assistant Superintendent and the District both understand and agree that the purpose of vacation days is to be used as time off from work and both will make all reasonable effort to enable the use of vacation days provided rather than to leave days accumulated for carry over or cash payment. The Assistant Superintendent may convert unused vacation days to sick time by notifying the Superintendent in writing before July 1<sup>st</sup> of each year of this Agreement.

b. The Assistant Superintendent shall be entitled to the following paid holidays:

1. Independence Day
2. Labor Day
3. Columbus Day

4. Veteran's Day
5. The day prior to Thanksgiving, if school is closed
6. Thanksgiving plus the day after
7. Christmas Eve
8. Christmas Day
9. New Year's Day
10. Martin Luther King Day
11. President's Day, if school is not in session
12. Good Friday
13. Memorial Day, Plus the Friday before if school is closed
14. Rosh Hashanah or Yom Kippur depending upon which day school is not in session

c. The Assistant Superintendent shall accrue sick leave at the rate of 1.5 days per month to a maximum of 18 days per year. Unused sick days shall carry over to the next fiscal year. The Assistant Superintendent shall be entitled to participate in the Sick Leave Bank established for the Administrator's Association Members and the Central Office Staff. The Assistant Superintendent, upon retirement from the District under the rules of the New York State Teachers' Retirement System, shall be paid for unused sick time at 1/240<sup>th</sup> of her final year's salary, as noted below:

1. The Assistant Superintendent must have accumulated at least 60 days of accrued sick leave.
2. The cap for such payment shall be \$15,000.
3. The Assistant Superintendent must provide irrevocable notice of retirement at least six months prior to the effective date of retirement. Payment for unused sick days shall be made within 60 days of the effective date of the retirement.

d. The Assistant Superintendent may be granted paid leave for personal business, family illness, or bereavement, at the discretion of the Superintendent of Schools.

When any such leave extends for more than five (5) days, the Superintendent shall so inform the Board at its next regular meeting. Personal business days shall be capped at five (5) days annually. Additional personal business days beyond the five-day cap may be approved by the Superintendent. The Assistant Superintendent has the obligation to notify the Superintendent in advance of the use of all leaves, with a view to minimizing any impact on the District.

e. The Assistant Superintendent may be granted the opportunity to attend professional conferences at the discretion of the Superintendent of Schools.

f. The District will contribute on behalf of the Assistant Superintendent to the cost of the Dutchess Educational Health Insurance Consortium (DEHIC) Blue Cross/Blue Shield Alternate PPO Plan, or whichever health insurance plan is then made generally available to employees of the District, as follows:

July 1, 2016	Employee/Dependent Coverage 86%
July 1, 2017	Employee/Dependent Coverage 84%
July 1, 2019	Employee/Dependent Coverage 82%
July 1 ,2020	Employee/Dependent Coverage 82%

Any changes to this contribution percentage or the contribution percentage set forth in paragraph “h” regarding retiree health insurance shall be subject to annual review by the Board. The Assistant Superintendent shall also be entitled to select from District offered HMO products and to select the cash buy-out option in the same manner and under the same rules as other employees of the District. The Assistant Superintendent shall be entitled to participate in the health insurance buy out option in a manner similar to other employees of the District.

g. The District shall pay the entire premium cost (100%) for \$100,000 of term life insurance to be renewed annually. A copy of the policy or a statement to that effect will be provided to the Assistant Superintendent by the District.

h. Retiree Health Insurance: If the Assistant Superintendent remains in the continuous employment of the District from the date of her initial hire by the District for a period of at least two (2) years and retires from the District in accordance with the rules and regulations of the New York State Teachers’ Retirement System, the

Assistant Superintendent shall be eligible for retiree health insurance in the same manner as described in paragraph “f” of this section with the District contributions as follows:

Employee Coverage: 84%

Dependent’s Coverage: 70%

Only dependents consisting of a spouse and dependent children the Assistant Superintendent has at the time of her retirement are eligible for dependent coverage under this provision. The Assistant Superintendent shall be afforded the ability to participate in the health (with prescription drug) plans in existence from the School District to professional employees of the School District as such plans may change from time to time during the Assistant Superintendent’s retirement. Should the Assistant Superintendent be required to transition to a different health plan during her retirement, the transition to that different plan will be managed in the same or similar manner as the transition for other similarly situated professional retirees of the District. The District will waive the two-year requirement set forth above in the event the Assistant Superintendent or her spouse become disabled from being able to continue to work.

i. TSA’s: The Assistant Superintendent shall be entitled to participate in any tax sheltered annuity or deferred income arrangement which is available to employees of the District so long as eligible under any laws and regulations applicable to such tax sheltered annuity or deferred income arrangement.

j. The District shall make available to the Assistant Superintendent an amount equal to \$1,500 per year to use for the purpose of an IRC Section 125 Plan or to apply toward Red Hook Faculty Association Dental Insurance. The District shall make available to the Assistant Superintendent the same IRC Section 125 plan made available to other professional employees for use for payment of health insurance premiums and other expenses authorized by and consistent with IRS laws and regulations. The plan administrator will be selected by the District.

5. Indemnification: The District agrees to hold harmless, defend, and indemnify the

Assistant Superintendent for any legal actions brought against the Assistant Superintendent in the lawful performance of her duties as Assistant Superintendent as required by law.

6. Termination:

a. This Agreement may be terminated at any time, without cause, by mutual agreement, in writing, between the Assistant Superintendent and the Board of Education.

b. In the event that the Assistant Superintendent should desire to terminate this Agreement for the purpose of resignation from the employment of the Red Hook Central School District, she shall provide notification of her resignation in writing to the District no less than ninety (90) days prior to the effective date of such resignation.

c. The Board may terminate the employment of the Assistant Superintendent and this Agreement pursuant to applicable provisions of the Education Law.

d. The Board agrees to provide the Assistant Superintendent with at least six (6) months advance written notice prior to the effective date of termination in the event it determines to abolish her position.

7. Miscellaneous:

a. The invalidity or unenforceability of any provisions hereof shall in no way affect the validity or enforceability of any other provisions.

b. In the event that it becomes necessary for the parties to make an interpretation on an issue that is not specifically addressed within this agreement, the parties shall meet to discuss such interpretation in an effort to reach agreement with regard to said issue.

c. This contract shall be interpreted in accordance with the provisions of the laws of the State of New York. Any action by either party concerning this Agreement shall be commenced in New York State Supreme Court for the County of Dutchess.

d. This Agreement shall continue in full force and effect for the term stated herein unless otherwise terminated, modified or extended in accordance with the provisions hereof and shall constitute the full Agreement between the parties and said Agreement

may not be modified or amended except by written instrument signed by both of the parties hereto. This shall supersede all prior agreements in regard to the employment of the Assistant Superintendent.

e. The failure of either party at any time to require the performance by the other of any terms, provisions, or agreements 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 agreements or be construed as a waiver of any succeeding breach.

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

8. Board Approval: This Agreement is subject to approval by the Board of Education.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

**For The District:**

**For the Assistant Superintendent for Curriculum,  
Instruction and Staff Development:**

---

President, Board of Education

---

Ora Kitty Summers

---

Superintendent of Schools