

APPOINTMENT PROVISIONS

Appointment provisions as agreed upon by and between THE BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF POUGHKEEPSIE, with offices at 11 College Avenue, Poughkeepsie, New York 12603, hereinafter referred to as "the Board" and ROBERT C. WATSON, SR., 41 Worrall Avenue, Poughkeepsie, New York 12603, hereinafter referred to as "the Superintendent", made this 14th day of June, 2000.

WHEREBY: The Board appoints the Superintendent to serve for the period of time commencing July 15, 2000 and terminating on July 14, 2003, as follows:

1. The Superintendent shall be paid at the annual rate of ONE HUNDRED TEN THOUSAND DOLLARS (\$110,000.00). The salary shall be reviewed on an annual basis on or before April 1st for the school years commencing July 1, 2001 and July 1, 2002. Salary may only be adjusted upward upon review.

2. Each year during the term of this appointment, the parties shall review the performance of the Superintendent for the previous year. The Board shall meet and discuss the evaluation format with the Superintendent and shall attempt in good faith to agree on the development and adoption of a mutually agreeable evaluation format. In any event, the Board shall adopt an evaluation format either with the Superintendent's concurrence or within 150 days of July 1, 2000 with the Superintendent's input. The annual performance review of the Board of Education shall be reduced to a written evaluation report and presented to the Superintendent at the time of review. The Board shall provide the Superintendent with periodic opportunities to discuss Superintendent-Board relationships.

3. The Board shall promptly and discreetly refer to the Superintendent, in writing, for his study and recommendation, any and all criticisms, complaints, suggestions, communications or comments which the Board deems to be significant regarding the administration of the District or the Superintendent's performance of his duties.

4. Salary shall be paid in equal installments in accordance with the rules of the Board governing payment of other professional staff members of the District.

5. The Superintendent, as a condition of continued employment, shall maintain his domicile within the City of Poughkeepsie.

6. The privilege of utilizing a School District owned automobile for School District business shall be extended to the Superintendent by the Board of Education. Said automobile shall not be for personal use.

7. On or before June 30, 2002, the Board shall meet to discuss renewal of this appointment for a one (1) year period beyond the term of the appointment. If renewal is determined by the Board, the Board shall act by resolution upon such renewal.

9. The Superintendent, at all times, shall be entitled to at least one (1) year notice in the event that the Board intends not to renew this appointment. This paragraph shall be effective only in the event that the Superintendent informs the Board of Education, in writing, of its obligations as set forth in Paragraph "8", above, during the month of April 2002.

10. The Superintendent shall be free to exercise the powers granted under Section 2508 of the Education Law and those powers and duties normally associated with the position of Superintendent of Schools.

11. The Superintendent agrees that prior to terminating employment with the District, he shall give ninety (90) calendar days notice.

12. The Board shall provide the Superintendent with a group term life insurance policy on the life of the Superintendent in the amount of \$50,000.00, with yearly premium paid by the District, with the beneficiaries, if any, to be named by the Superintendent.

13. Throughout the term of this appointment, the Superintendent shall be subject to discharge for good and just cause 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:

1. No charges shall give rise to a disciplinary hearing unless a quorum of the Board of Education finds probable cause to convene such hearing in a duly convened Executive Session.

2. All charges shall be in writing and in such detail as to allow the preparation of a meaningful defense.

3. The Superintendent shall be allowed counsel at his own expense at all stages of all proceedings.

4. The Superintendent shall be entitled to a hearing before a member of the American Arbitration Association Labor Arbitration Panel to be appointed by the Board of Education. The hearing shall not be open to the public, except at the Superintendent's option. The hearing officer shall make findings of fact and disciplinary recommendations, if any, for Board consideration. The same shall also be furnished to the Superintendent.

5. The Superintendent and the Board may call and cross-examine witnesses at such disciplinary hearing.

6. A typewritten transcript of any hearing will be furnished free of cost to the Superintendent.

7. Any decision shall be by a majority of the members of the Board of Education and shall be supported by written findings sustaining or dismissing the charges.

8. During any period of suspension, the Superintendent of Schools shall be entitled to receive normal salary and benefits until such time as the Board reaches a final determination upon the recommendation of the hearing officer unless the charges relate to the lack of requisite certification.

14. At the option of the Board, in lieu of the processing of charges, as set forth in Paragraph "13", above, other than those which would also constitute a crime(s), a "no-fault" contract termination procedure shall be implemented as follows:

A. The Superintendent shall be paid all salary and fringe benefits through the time of securing other comparable employment, or through the end of the agreement, whichever occurs first.

B. The Board shall give positive support to the Superintendent who shall be under a duty of due diligence to secure comparable employment elsewhere in a New York State school district, effective immediately, upon the exercise of this option.

15. The Superintendent shall be entitled to thirty (30) days of vacation annually, twenty (20) of which shall be used. In lieu of utilizing the full annual allotment of days may, the Superintendent may, instead, carry-over up to five (5) of such days and, with the approval of the Board of Education, the Superintendent may work on up to five (5) of such days and be paid

additional compensation, based upon the per diem rate in effect at the time of the non-use of such days.

16. The Superintendent shall be credited with five (5) sick leave days upon employment by the District. The Superintendent shall also be entitled to fifteen (15) days of sick leave each year. These days shall be cumulative from year to year, up to a maximum of seventy-five (75) days.

17. A. The Superintendent shall be entitled to participate in the Dutchess Alternate Plan or any H.M.O. offered by the District for health insurance coverage, at District expense; provided, however, that the Superintendent shall contribute towards health insurance premium costs 1/2 of 1% of salary up to \$20,000.00, and 1% of salary in excess of \$20,000.00.

B. The Superintendent shall also be entitled to participate in the District's dental and vision plans, at District expense.

18. The Superintendent may attend appropriate professional meetings at the local, state and national levels within the annual budgetary appropriation therefor. Conferences held more than 300 miles from the District, or of more than three (3) days duration, may be attended only after the Board has approved the same. Expenses of said attendance shall be incurred by the District. The Superintendent shall file an itemized expense statement regarding all conference expenses.

19. The Board shall pay the annual dues of membership of the Superintendent for membership in N.Y.S.C.O.S.S. and two (2) other professional associations of his choice.

20. The Superintendent shall, within sixty (60) days of the date of this Agreement, file with the Clerk a physician's statement certifying to the physical and mental competency of the Superintendent to perform the duties and exercise the powers of his position. The reasonable cost of such medical examination, if not covered by health insurance, will be paid by the School District. In the event such statement is not filed within the above-referenced period, the Board may immediately terminate this Agreement and the employment of the Superintendent.

21. Should the Superintendent be unable to perform his duties by reason of illness, accident or any other cause, and should such disability continue for a period of more than six (6) months, this appointment shall be terminable at the option of the Board, whereupon the respective rights, duties and obligations of the parties shall terminate. In the event that the illness, accident or disease is compensable under Workers' Compensation, the Superintendent's sick leave utilized shall be reinstated upon the District's receipt of the Workers' Compensation payment.

22. The Superintendent shall furnish throughout the life of this Contract, a valid and appropriate certificate, as defined in 8-A NYCRR Part 80.4 to act as Superintendent in the State of New York, as directed by the Board, and that the Superintendent hereby agrees to devote his time, skill, labor and attention to said employment during the term of this appointment, provided, however,

that the Superintendent, by agreement with the Board, may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations.

23. The Superintendent may have monies withheld for the purpose of participating in a tax-deferred annuity program of his choosing, as provided for by State law.

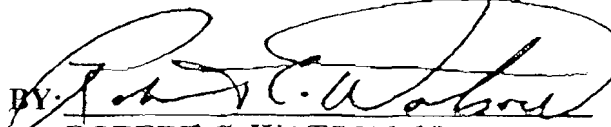
24. The Board and the Superintendent agree that these Appointment Provisions, when adopted by a quorum of the Board at a regular or special meeting, shall become effective and binding on the Board.

SO AGREED:

**BOARD OF EDUCATION OF THE CITY
SCHOOL DISTRICT OF THE CITY OF
POUGHKEEPSIE**

BY: 
THOMAS HALLEY, PRESIDENT

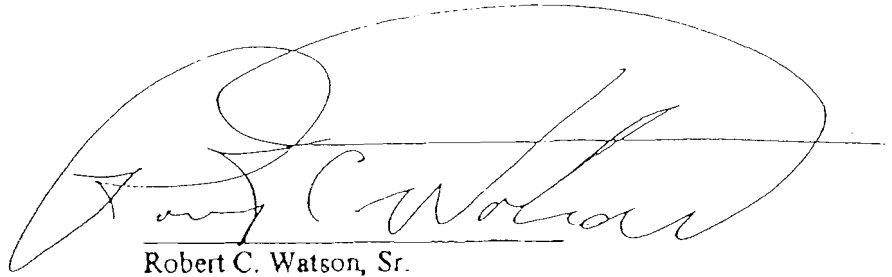
SUPERINTENDENT OF SCHOOLS

BY: 
ROBERT C. WATSON, SR.

AMENDMENTS TO AGREEMENT
POUGHKEEPSIE CITY SCHOOL DISTRICT
AND
ROBERT C. WATSON, SR.


It is agreed by and between the parties that the provisions dealing with vehicle transportation Paragraph No. 6 shall and hereby are deleted in exchange for an agreement to compensate the Superintendent at the rate of \$400.00 per month for transportation and cell phone expenses. This agreement shall supercede those provisions only and in all respects the contract shall remain in full force and effect.

Dated:



Robert C. Watson, Sr.

Dated:



Raymond T. Koloski, M.D.

SECOND AMENDMENT TO CONTRACT

WHEREAS, the Board of Education of the City School District of Poughkeepsie ("Board") and Superintendent of Schools entered into a written contract ("Contract") regarding the appointment of the Superintendent for the period July 15, 2000 - July 14, 2003; and

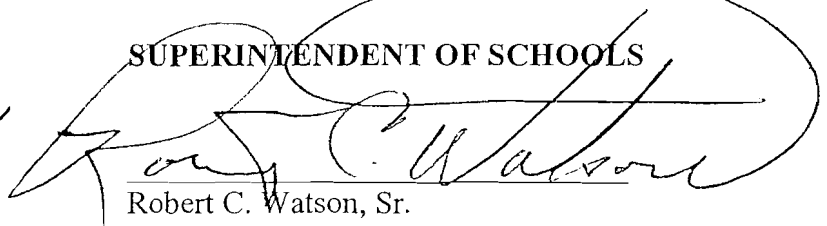
WHEREAS, that Contract was previously revised by amendment adopted by the Board on September 27, 2000, the Contract is hereby further amended to the following extent:

1. The appointment of the Superintendent is hereby extended for a two-year period of time, commencing on July 15, 2003 and terminating July 14, 2005.
2. The remaining provisions of the Contract shall continue in effect, unchanged.

Dated:

4/25/01

SUPERINTENDENT OF SCHOOLS

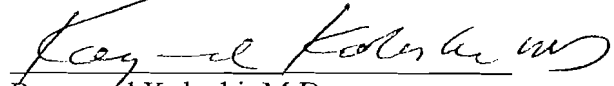


Robert C. Watson, Sr.

Dated:

4/25/01

**BOARD OF EDUCATION
POUGHKEEPSIE CITY SCHOOL DISTRICT**



Raymond Koloski, M.D.
President

2001 AMENDMENT TO CONTRACT

WHEREAS, the Board of Education of the City School District of Poughkeepsie ("Board") and Robert C. Watson, Sr., Superintendent of Schools are signatories to a written contract ("Contract") of employment with the Superintendent for the period July 15, 2000 - July 14, 2005; and

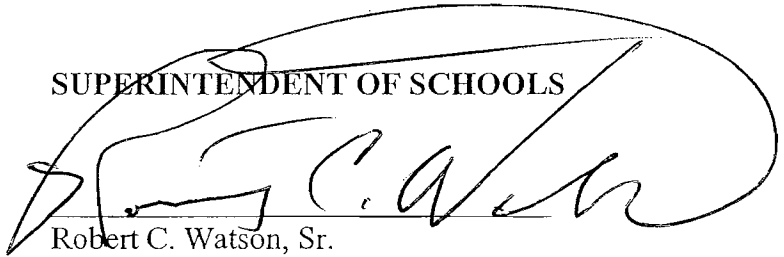
WHEREAS, that Contract was previously revised by amendment adopted by the Board on September 27, 2000, the Contract is hereby further amended to the following extent:

1. The annual salary of the Superintendent for the 2001-2002 school year, retroactive to July 1, 2001, shall be \$120,000.00, and in the remaining three years shall be adjusted by a cost of living of no less than 5% per annum.
2. The remaining provisions of the Contract shall continue in effect, unchanged.

Dated:

10-24-01

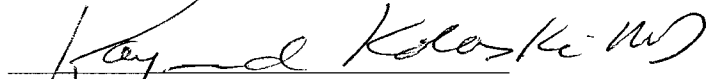
SUPERINTENDENT OF SCHOOLS



Robert C. Watson, Sr.

Dated:

**BOARD OF EDUCATION
POUGHKEEPSIE CITY SCHOOL DISTRICT**



Raymond Koloski, M.D.
President

**THIRD AMENDMENT TO
SUPERINTENDENT'S APPOINTMENT PROVISIONS
DATED JUNE 14, 2000**

BY AND BETWEEN THE BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF POUGHKEEPSIE, hereinafter referred to as "the Board" and **ROBERT C. WATSON, SR.**, hereinafter referred to as "the Superintendent" made this 25th day of June, 2003.

WHEREBY the parties wish to amend the Superintendent's Appointment Provisions, dated June 14, 2000, as amended by Amendment to Superintendent's Contract dated September 27, 2000, the 2001 Amendment to Contract and Second Amendment to Contract dated April 25, 2001 (hereinafter "the Appointment Provisions").

1. The appointment of the Superintendent is hereby extended for a three-year period of time, commencing on July 15, 2005 and terminating July 14, 2008.
2. The Superintendent's salary for the 2003-2004 school year shall be at the annual salary rate of \$146,000 (inclusive of the minimum 5% adjustment set forth in the 2001 Amendment to Contract),
3. The Superintendent's salary for the 2004-2005 school year shall be at the annual salary rate of \$163,500 (inclusive of the minimum 5% adjustment set forth in the 2001 Amendment to Contract).
4. Paragraph "15" of the Appointment Provisions shall be modified by changing the first sentence to read:

"The Superintendent shall be entitled to twenty-five (25) days of vacation annually, fifteen (15) of which shall be used."
5. Paragraph "12" of the Appointment Provisions shall be modified by changing the face amount of term life insurance provided to the Superintendent to \$250,000.

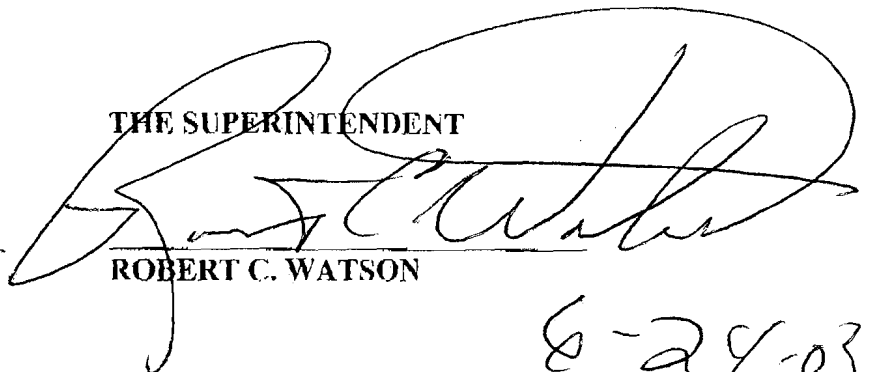
All provisions of the Superintendent's Appointment Provisions that have not been changed by this Third Amendment to Superintendent's Appointment Provisions shall remain in full force and effect.

SO AGREED:

THE DISTRICT

BY: 
**SUSAN HOUSTON MARKS
BOARD PRESIDENT**

THE SUPERINTENDENT


ROBERT C. WATSON

8-29-03