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May 3, 2013

Gary Dahlman
President, Board of Education
Roscoe Central School District
6 Academy Street
P.O. Box 429
Roscoe, NY 12776

Dale Stone
President, Board of Education
Downsville Central School District
Maple Avenue
P.O. Box 6
Downsville, NY 13755

RE: Joint Superintendent's Contract Addendum

In accordance with Mr. Stone's request, we have enclosed the final version of the Joint Superintendent's Agreement. If this remains acceptable to both Boards, we recommend that each Board adopt the following resolution:

WHEREAS, the Board of Education of the Downsville Central School District and the Roscoe Central School District understand the need to seek innovative solutions to the fiscal crisis facing New York State's rural public schools, and

WHEREAS, each Board of Education recognizes the need for strong, effective leadership in the office of Superintendent of Schools, and

WHEREAS, Mr. John Evans, the incumbent Superintendent of the Roscoe Central School District has shown himself to be an effective school leader, and

WHEREAS, New York State Education Law §1527-c permits certain school districts, including Downsville Central School District and Roscoe Central School District to share a school Superintendent; now therefore, be it

RESOLVED, that the Board of Education agrees to share the services of Mr. John Evans as School Superintendent in accordance with New York State Education Law §1527-c and the attached addendum to the Superintendent's Contract, and it is further

RESOLVED, that the President of the Board is authorized to sign the contract addendum on behalf of the School District.

JPL/dch

Addendum

WHEREAS, the Roscoe Central School District and the Downsville Central School District have entered into an agreement for the sharing of a Superintendent in accordance with New York State Education Law §1527-c and,

WHEREAS, John Evans, the incumbent Superintendent of the Roscoe Central School District agrees to serve as Superintendent of Schools in both the Roscoe Central School District and the Downsville Central School District,

NOW THEREFORE, the agreement between John Evans as Superintendent of Schools and the Roscoe Central School District for the period July 1, 2012 to June 30, 2017 (*the Agreement*) is hereby amended as follows,

1. Article III is amended to state that the Superintendent's salary for the 2013-2014 school year shall be \$165,000. Roscoe Central School District and Downsville Central School District shall each contribute one half that amount.
2. Article IV *Annual Goals, Objectives and Evaluation*, shall be amended so that the word *Board* shall be pluralized wherever it appears in the article and shall refer to the Board of Education of both the Roscoe Central School District and the Downsville Central School District.
3. Article V benefits shall be amended by adding Section L. entitled *Joint Employment* reading: *Any benefit enumerated in this article V requiring the expenditure of public funds shall be a charge upon the Roscoe Central School District and the Downsville Central School District in equal amount.*
4. Article V(I) *Travel Allowance* shall be amended to provide that the travel stipend shall not be paid during the duration of this addendum agreement and travel shall be reimbursed at the IRS rate. The Superintendent shall submit reimbursement forms to each respective District for his travel and incidental expenses associated with such travel.
5. Article X *Survival* shall be amended by adding the following sentence to the end of the article: *If the Roscoe Central School District and the Downsville Central District merge, then John Evans shall be offered the Superintendent's position in the newly created district.*

This addendum shall expire on June 30, 2014, unless extended by the parties. Upon the expiration of this addendum, the Superintendent shall retain all rights set forth in the Agreement.

Dated:

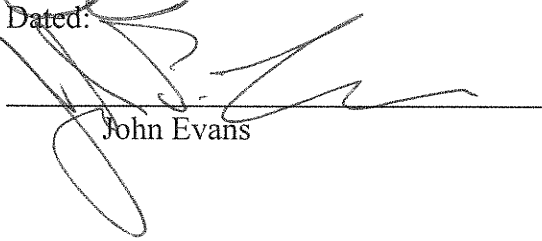
Dated: 5/13/13

Roscoe Central School District

Downsville Central School District

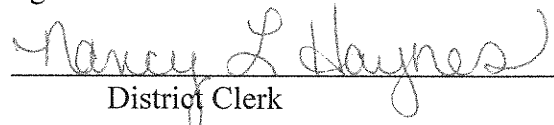
By: 

By: Dale R Stone

Dated: 
John Evans


CLERK'S CERTIFICATION

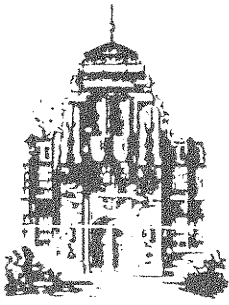
This is to certify that this agreement was approved and the execution thereof on behalf of the Board of Education and was authorized by vote of the Board of Education of the Roscoe Central School District at a public meeting duly held on ^{Downsville} March ^{May} 13, 2013, and has been made a part of the minutes of that meeting.


District Clerk

CLERK'S CERTIFICATION

This is to certify that this agreement was approved and the execution thereof on behalf of the Board of Education and was authorized by vote of the Board of Education of the ^{Roscoe} Downsville Central School District at a public meeting duly held on ^{May} March 13, 2013, and has been made a part of the minutes of that meeting.


District Clerk



ROSCOE CENTRAL SCHOOL DISTRICT

6 ACADEMY STREET • P.O. BOX 429

ROSCOE, NEW YORK 12776

607-498-4126

FAX 607-498-5609

May 23, 2013

JOHN EVANS
SUPERINTENDENT

JANICE PHILLIPS
PRE-K-12 PRINCIPAL

ROBIN FRANCISCO
PRE-K-12 ASSISTANT PRINCIPAL

From the Regular Board of Education Meeting of May 21, 2013

EXTRACT

At the regular meeting of the Roscoe Central School Board of Education held on Tuesday, May 21, 2013 the following action was taken and approved:

A motion was made by Edward Park and seconded by Tasse Niforatos.
Motion carried unanimously 5-0.

WHEREAS, the Board of Education of the Downsville Central School District and the Roscoe Central School District understand the need to seek innovative solutions to the fiscal crisis facing New York State’s rural public schools, and

WHEREAS, each Board of Education recognizes the need for strong, effective leadership in the office of Superintendent of Schools, and

WHEREAS, Mr. John Evans, the incumbent Superintendent of the Roscoe Central School District has shown Himself to be an effective school leader, and

WHEREAS, New York State Education Law §1527-c permits certain school districts including Downsville Central School District and Roscoe Central School District to share a school Superintendent; now therefore, be it

RESOLVED, that the Board of Education agrees to share the services of Mr. John Evans as School Superintendent in accordance with New York State Education Law §1527-c and the following addendum to the Superintendent’s contract with the Roscoe Central School District,

Addendum

WHEREAS, the Roscoe Central School District and the Downsville Central School District have entered into an agreement for the sharing of a Superintendent in accordance with New York State Education Law §1527-c and,

WHEREAS, John Evans, the incumbent Superintendent of the Roscoe Central School District agrees to serve as Superintendent of Schools in both the Roscoe Central School District and the Downsville Central School District,

NOW THEREFORE, the agreement between John Evans as Superintendent of Schools and the Roscoe Central School District for the period July 1, 2012 to June 30, 2017 (*the Agreement*) is hereby amended as follows,


1. Article III is amended to state that the Superintendent’s salary for the 2013-2014 school year shall be \$165,000. Roscoe Central School District and Downsville Central School District shall each contribute one half that amount.

2. Article IV *Annual Goals, Objectives and Evaluation*, shall be amended so that the word *Board* shall be pluralized wherever it appears in the article and shall refer to the Board of Education of both the Roscoe Central School District and the Downsville Central School District.
3. Article V benefits shall be amended by adding Section L. entitled *Joint Employment* reading: *Any benefit enumerated in this article V requiring the expenditure of public funds shall be a charge upon the Roscoe Central School District and the Downsville Central School District in equal amount.*
4. Article V(1) *Travel Allowance* shall be amended to provide that the travel stipend shall not be paid during the duration of this addendum agreement and travels shall be reimbursed at the IRS rate. The Superintendent shall submit reimbursement forms to each respective District for his travel and incidental expenses associated with such travel.
5. Article X *Survival* shall be amended by adding the following sentence to the end of the article: *If the Roscoe Central School District and the Downsville Central District merge, then John Evans shall be offered the Superintendent's position in the newly created district.*

This addendum shall expire on June 30, 2014, unless extended by the parties. Upon the expiration of this addendum, the Superintendent shall retain all rights set forth in the Agreement.

RESOLVED, that the President of the Board is authorized to sign the contract addendum on behalf of the School District.

I certify this is a true copy of the motion as it appears in the approved Minutes of the Regular Board of Education of May 21, 2013.


Rebecca Ahart, District Clerk