

**EMPLOYMENT AGREEMENT:
ROSEMARY JOHNSON
AS
SPECIAL ADMINISTRATOR**

AGREEMENT, made this 21st day of June, 2023 by and between the BOARD OF EDUCATION OF THE MANHASSET UNION FREE SCHOOL DISTRICT (“Board”), Town of North Hempstead, New York, and Rosemary Johnson, residing at (“Special Administrator” or “Ms. Johnson”);

W I T N E S S E T H:

WHEREAS, the Board has offered to employ Ms. Rosemary Johnson as a Special Administrator of the Manhasset Union Free School District (“District”) upon the terms and conditions set forth herein; and

WHEREAS, Ms. Johnson has accepted such offer of employment; and

WHEREAS, it is the parties’ belief that a written contract fully specifying the terms and conditions of the Special Administrator’s employment by the District will promote effective communication between the parties;

NOW, THEREFORE, in consideration of the Agreements hereinafter set forth, and other good and valuable consideration, the parties agree as follows:

1. Term. The term of employment covered by this Agreement shall commence July 1, 2023 and shall continue until June 30, 2024 unless terminated earlier by the Board.

2. Duties.

- a. **Litigation Support.** The Special Administrator shall provide litigation support, through September 30, 2023 regarding a particular pending legal matter, including, but not limited to, providing the District’s legal counsel with materials required for discovery,

assistance in responding to interrogatories, conferring with counsel and participation in legal conferences. These hours shall be in addition to the 160 compensable hours noted in paragraph 2.b below.

- b. Business Office Transition. The Special Administrator shall provide transition support for the incoming Assistant Superintendent for Business and Operations for a maximum of twenty (20) days, not to exceed one hundred sixty (160) hours. This shall include all work required for the District to obtain maximum reimbursement from FEMA of approximately 3.7 million dollars of District claims for COVID related expenses.

3. Compensation. Compensation shall be in the amount of \$165.00 per hour. Compensation will be based on timesheets approved by the Superintendent and to be submitted to the Business Office and subject to ordinary tax and Social Security deductions and any other withholdings required by law.

4. Work Week/Work Hours. The Special Administrator shall work in accordance with a schedule as mutually agreed by the Special Administrator, the Superintendent, and the Board of Education.

5. Benefits. Except for statutorily required benefits, such as Workers Compensation and FICA deductions, the Special Administrator shall be provided with no fringe benefits under this Agreement. This Agreement will not affect the Special Administrator's right to subscribe to retiree health insurance coverage provided by the District, which she is already eligible to receive in connection with her prior full-time employment with the District in the position of Deputy Superintendent for Business and Operations.

6. Confidentiality. The Special Administrator acknowledges that in connection with her employment, she may become privy to information which is confidential in nature. The Special

Administrator shall not use, publish, discuss, disclose, or communicate the contents of such confidential information, directly or indirectly, with third parties, except as is necessary to carry out the duties of her employment. The Special Administrator further agrees that any information received by her during the course of the services provided by this Agreement which concerns the personal, financial, or other affairs of the Board, its employees, agents, clients, and/or students will be treated by the Special Administrator in full confidence and will not be revealed to any other persons, firms, or organizations. The parties further agree that the terms and conditions in this paragraph shall survive the expiration and/or termination of this Agreement.

7. Indemnification and Legal Representation. In addition to those rights provided by law, the Board agrees to provide legal counsel and to indemnify the Special Administrator against all uninsured financial loss arising out of any claim, demand, suit, or judgment by reason of alleged negligence or other non-intentional conduct resulting in bodily or other injury to any person, or damage to the property of any person, committed while the Special Administrator is acting within the scope of her employment as Special Administrator, or otherwise under the direction of the Board. This obligation shall supplement and be in addition to any rights which the Special Administrator may have arising under the laws of the State of New York, including, but not limited to, Education Law §§ 3023, 3028, 3811, 3813, and Section 18 of the Public Officers Law. The parties further agree that the terms and conditions in this paragraph shall survive the expiration and/or termination of this Agreement.

8. Governing Law. This Agreement has been entered into under, and shall be governed in accordance with, the laws of the State of New York.

9. Paragraph Headings. The paragraph headings in this Agreement are for convenience of reference only; if there is a conflict between any such heading and the text of this Agreement, the text shall control.

10. Written Agreement. This Agreement shall continue in full force and effect for the term expressed herein, unless otherwise terminated, modified or extended in accordance with the provisions hereof, and shall not be susceptible to oral modifications, nor shall parol evidence be admissible to establish any oral modification thereof.

11. Invalid Provisions. If any term, provision, covenant, or condition of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this agreement and such term, provision, covenant, or condition as applied to other persons, places, and circumstances shall remain in full force and effect.

12. No Prior Agreements. This Agreement constitutes the full and complete agreement between the Board and the Special Administrator and supersedes all prior written and oral agreements, commitments, or understandings with respect thereto, including, but not limited to, the Employment Agreement for Rosemary Johnson as District Administrator for Special Projects, dated June 23, 2022, and the first amendment thereto, dated November 3, 2022, as well as the Employment Agreement for Rosemary Johnson as Special Administrator for Budget Management, dated December 14, 2022. This Agreement may not be altered, changed, added to, deleted from, or modified except through the mutual written consent of the parties.

13. Agreement Construction. This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

14. Severability. The invalidity or unenforceability of any provision herein shall in no way affect the validity or enforceability of any other provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

BOARD OF EDUCATION OF THE
MANHASSET UFSD

BY: Patricia Aitken Date: 6/21/2023
Patricia Aitken, President
Board of Education

Rosemary Johnson Date: 6/21/23
Rosemary Johnson
Special Administrator

JohnsonAgt 7-1-23 as Special Administrator R.2