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New Rochelle

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8/14/09

EMPLOYMENT AGREEMENT

AGREEMENT, made effective as of the fifteenth day of August, 2006, by and between the **City School District of the City of New Rochelle** (hereinafter, "the School District") and **Mr. Richard Organisciak** (hereinafter "Mr. Organisciak"), with respect to employment as Superintendent of Schools of the School District.

W I T N E S S E T H:

WHEREAS Mr. Organisciak has been selected from among a field of applicants for employment by the School District as Superintendent of Schools; and

WHEREAS Mr. Organisciak is ready, willing and able to serve as Superintendent of Schools as set forth herein; and

WHEREAS the parties wish to formalize the details of Mr. Organisciak's employment; now, therefore, for and in consideration of the mutual promises and performances herein set forth,

IT IS COVENANTED AND AGREED AS FOLLOWS:

1. Term; Certification; Powers and Duties

(a) The School District agrees to employ Mr. Organisciak, and Mr. Organisciak agrees to serve, as Superintendent of Schools, commencing August 15, 2006 and continuing through August 14, 2009.

(b) As a continuing condition of employment, Mr. Organisciak will keep in full force and effect all certifications and licenses required to serve as a Superintendent of Schools in the State of New York, and will devote his full working time, attention and efforts to the discharge of his duties as an employee of the School District; *provided, however*, that with the prior approval of the Board of Education, and so long as the same is not inconsistent with the

full and faithful discharge of his duties to the School District, Mr. Organisciak may engage in outside activities such as consulting, teaching, speaking, lecturing and writing, without reduction in compensation.

(c) Mr. Organisciak's powers and duties shall be as have previously been or may hereafter be prescribed by the Board of Education of the School District, as set forth by the Education Law of the State of New York, by the Rules and Regulations of the New York State Commissioner of Education and the Board of Regents of the State University of New York, and as otherwise set forth by law.

2. Renewal; Termination

(a) Not later than June 30, 2008, Mr. Organisciak may, by written notice, request the Board of Education to advise him whether or not it is willing to extend his employment past August 14, 2009, in which event the Board of Education shall make a written response either in the affirmative or in the negative not later than nine months prior to September 1, 2009. In the event of an affirmative response by the Board of Education, the parties shall negotiate in good faith for an extension of or successor to this Agreement; *provided, however,* that nothing herein shall bind the parties to agree upon any such extension or successor agreement.

(b) Mr. Organisciak's employment shall not be terminated prior to August 14, 2009 except for "just cause," which shall be defined as (i) an act or acts of commission or omission of sufficient severity as to constitute a material failure of performance; (ii) the commission of a crime under applicable state or federal law which materially bears upon his continued fitness to serve; (iii) material neglect of duty; (iv) material departure from the norms of conduct or performance generally applicable to superintendents of schools in the State of New