

**EMPLOYMENT AGREEMENT
BY AND BETWEEN
THE BOARD OF EDUCATION OF THE
MARION CENTRAL SCHOOL DISTRICT
AND
DR. ELLEN LLOYD**

THIS AGREEMENT is made this 1st day of February, 2023, by and between **THE BOARD OF EDUCATION OF THE MARION CENTRAL SCHOOL DISTRICT**, Wayne County, New York (hereinafter “the Board”) and **DR. ELLEN LLOYD** (hereinafter “the Superintendent”).

WITNESSETH:

WHEREAS, the Board has offered to employ the Superintendent as the Chief Executive and Administrative Officer of the Marion Central School District (hereinafter referred to as the “District”), upon the terms and conditions set forth herein; and

WHEREAS, the Superintendent has accepted said offer of employment; and

WHEREAS, it is acknowledged that a written contract specifying the terms and conditions of the Superintendent’s employment by the District will provide the basis for effective communication and true understanding between the parties; and

WHEREAS, the parties have mutually agreed upon the following terms and conditions relative to the Superintendent’s employment by the District.

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

1. Offer of Employment.

The Board, pursuant to Section 1711, Subsection 3 of the New York Education Law, and in accordance with a resolution duly moved, seconded and adopted at a meeting held on

December 19, 2022, hereby offers to employ Dr. Ellen Lloyd as the Superintendent of Schools of the District, upon the terms and conditions set forth in this Employment Agreement.

2. Acceptance by the Superintendent.

The Superintendent hereby accepts said offer of employment and agrees to perform, to the best of her ability, the duties of such position.

3. Term of Employment.

The Superintendent's term of employment under this Agreement shall be for a four (4) year period, commencing February 1, 2023 and terminating on January 31, 2027, unless further extended or sooner terminated as hereinafter provided.

4. Duties and Responsibilities.

A. The Superintendent shall be the Chief Administrative Officer of the District. She shall perform all of the duties as are customarily and generally associated with the position of Superintendent of Schools as more particularly set forth in the laws of the State of New York, including, though not limited to, Education Law Section 1711, the regulations of the New York State Commissioner of Education, Title 8 NYCRR and the policies, rules and regulations of this District as well as the customs and practices of the Board as presently in effect, and shall be responsible to the Board of Education.

The Board may, from time to time, prescribe additional duties and responsibilities for the Superintendent, provided, however, that:

(i) The Board shall not, without the Superintendent's written consent, adopt any policy, by-law or regulation which impairs or reduces the duties and authority specified above; and

(ii) All additional duties and responsibilities prescribed by the Board shall be consistent with those normally associated with the position of Superintendent of Schools in the State of New York.

The Superintendent will have the freedom and responsibility to recommend organization, reorganization and arrangement of the administrative and supervisory staff which, in her judgment, best serves the interest of the Marion Central School District. The administration of instruction and business affairs will be lodged with the Superintendent and administered by her with the assistance of her staff. The responsibility for selection, placement and transfer of personnel, and all other matters in this paragraph, shall be vested in the Superintendent and her staff, subject to the lawful input and approval of the Board of Education as required by law.

B. Attendance at Board of Education Meetings.

The Superintendent shall be entitled to attend and participate in all Board meetings and Executive Sessions of said meetings, except for those Executive Sessions, or portions thereof, which relate to Board deliberations concerning the Superintendent's actions or inactions relating to threatened or potential litigation, or those deliberations relating to evaluation of the Superintendent's performance and/or salary adjustments for the Superintendent.

C. Board and Superintendent Referral.

The Board, individually and collectively, shall promptly and discreetly refer to the Superintendent, for her study and recommendation, suggestions, communications or comments regarding the administration of the District or the Superintendent's performance of her duties.

Similarly, the Superintendent shall promptly advise the Board of such developments or incidents which could adversely affect the administration, operation, or mission of the District.

D. Cooperation with Distinguished Educator.

The Superintendent shall be required to cooperate fully with any distinguished educator appointed by the Commissioner of Education pursuant to Section 211(c) of the Education Law.

5. Outside Work.

The Superintendent shall devote her full time, skill, labor and attention to the discharge of her duties during the term of this Agreement provided, however, that upon advance notice to and consent of the Board she may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties, obligations and activities, with or without remuneration, so long as such activities do not interfere with the full and faithful discharge of the Superintendent's duties and responsibilities as specified herein or interfere with or contradict the mission of the District. The Board acknowledges and approves the current role of the Superintendent with the University of Rochester.

6. Performance Evaluation.

A. Extensions of this Agreement.

No later than July 1, 2024, and upon the request of the Superintendent, the Board will consider and notify the Superintendent of its desire to continue her employment, either through a new agreement or extension of this Agreement. Thereafter, any additional extensions or new agreement shall be upon terms and salaries agreeable to the parties. Should the Board decline the Superintendent's request to extend the term, the Board shall give the Superintendent written notice at least twelve (12) months prior and the appointment shall end upon the normal expiration of this Agreement.

B. Development of Evaluation Methodology.

The Superintendent shall meet with the Board to develop goals, objectives and criteria for the evaluation of the Superintendent, at the minimum, on an annual basis.

Thereafter, and within sixty (60) days, the Superintendent shall furnish the Board, by said date, with a memorandum setting forth those mutually agreed upon areas within which the Superintendent is to concentrate her efforts during the ensuing year, including a statement of the goals and objectives to be achieved during the year, together with criteria for evaluating such performance. This process shall be continued from year-to-year, taking place on or about September 1st, unless otherwise agreed by the parties. However, it is understood and agreed that, notwithstanding the mutually designated areas of concentration, the Superintendent is, and shall be, responsible for the District's entire educational process.

C. Evaluation Process.

At times mutually convenient during each year of employment, the Board will meet and confer with the Superintendent at a designated Executive Session portion of a Board meeting to engage in general discussions and an oral evaluation with the Superintendent concerning performance to date and future goals and expectations. The results of this discussion will be reduced to writing by the Board and serve as a basis for continuing observation and discussion throughout the remainder of the school year.

The Board shall conduct a formal evaluation of the Superintendent's performance annually utilizing a mutually agreed upon evaluation tool. The evaluation will take place and be reviewed with the Superintendent in Executive Session at a Board meeting to take place upon mutually convenient date(s), but no later than June 1st, wherein overall performance and working relationships will be taken into account. This evaluation will be reduced to writing.

7. Required Certification.

Upon commencement of employment, the Superintendent shall furnish and thereafter maintain, throughout the term of this appointment, valid and appropriate certification to act as Superintendent of Schools in the State of New York. The revocation or suspension of such certification at any time during the term of this Agreement shall be ground for immediate dismissal of the Superintendent by the Board without regard to the hearing process noted in Section 14 of this Agreement.

8. Compensation.

A. Base Salary. The initial year of this Agreement, the Superintendent's Annual base salary shall be as follows:

February 1, 2022 – January 31, 2024	\$152,000
February 1, 2024 – January 31, 2025	\$156,560
February 1, 2025 – January 31, 2026	\$161,257
February 1, 2026 – January 31, 2027	\$166,095

B. Other Compensation: The Board of Education reserves the right to award a merit increase each year during the term of this Agreement. Any increases to such items shall be in the form of amendment to the Agreement and executed by the parties. The Board and Superintendent may agree to additions to the Superintendent's compensation, fringe benefits or other stipends during the term of this Agreement.

C. Tax Sheltered Annuity. The Board, at the request of the Superintendent and in accordance with applicable state and federal laws, shall permit the Superintendent to participate, if she so desires, in a tax-sheltered annuity plan under IRC. Section 403(B) as such may be authorized by School District policy and practices. The Board shall contribute three percent (3%) of the Superintendent's base salary annually to the 403(B) account.

D. **Reimbursement of Travel Expenses:** In lieu of reimbursement for vehicle expenses incurred while on school business, the Board shall give the Superintendent a travel stipend in the amount of \$3,000, payable in 26 equal installments.

E. **Lodging and Meals:** The Superintendent shall be reimbursed for the reasonable and necessary expenses of overnight lodging and for meals incurred as a result of any School District business to which she attends. Superintendent shall provide appropriate documentation of such expenses in accordance with District policy and procedures.

F. **Cell Phone:** The Superintendent shall be supplied with a \$50.00 stipend for a cell phone for her use in connection with District-related matters.

G. **Laptop Computer:** The Superintendent shall be supplied with a District-owned laptop computer and other technology for school-related business and her incidental personal use which shall be in compliance with the District's policy and regulations on acceptable use of technology.

9. **Participation in and Reimbursement for Professional Development Activities.**

A. The Board of Education expects the Superintendent to continue her professional development and further expects her to participate in relevant learning experiences. The Superintendent may incur, and be reimbursed for, reasonable expenses, in an amount not to exceed that budgeted for such purposes, in furtherance of professional education, association memberships, attendance at professional conferences and meetings and similar endeavors related to her professional employment and development. For the first year of employment, the Superintendent shall be entitled to attend the NYSCOSS new superintendent institute.

The Superintendent shall file an itemized statement with the Clerk with regard to all expenses, reasonable and necessary, incurred in connection with such attendance and activities.

It is understood that, to the maximum extent practical, the Superintendent shall ensure that adequate and appropriate Central Office administrative coverage and presence is in place during such times as she or other administrators are absent due to attendance at such functions.

B. Dues and Assessments for Professional Associations: To the extent that the Superintendent is responsible as a member in good standing, for the payment of dues or assessments to Superintendent's professional associations or organizations, the School District shall pay the full amount of, or reimburse the Superintendent for, any said dues or assessments, in the following organizations, including the New York State Council of School Superintendents, and the American Association of School Administrators.

10. Benefits.

A. Vacation Leave.

The Superintendent shall be entitled to twenty (25) days of paid vacation leave, exclusive of holidays, for each school year which will be credited on July 1 of each year. Vacation days must be utilized within the twelve (12) months of the fiscal year in which they are credited and, except as noted herein, may not be carried over to the next year. The Superintendent will be credited with the number of vacation days remaining on January 31, 2023, for the period of February 1, 2023 – June 30, 2023. These vacation days expire on June 30, 2027. The Superintendent may be paid up to a maximum of five unused vacation days by June 30 of each school year at the rate of 1/240th of her then present salary.

B. Sick Leave.

1. The Superintendent shall be entitled to twelve (12) days of sick leave annually, credited on July 1 of each year. In addition to the annual allowance, the Superintendent shall be credited the balance of her existing number of sick days as of January 31, 2023, upon commencement of employment. Unused sick leave days at the end of any year may be accumulated up to two hundred (200) days.

2. Upon her entry into full-time retirement, should the Superintendent meet the eligibility requirements set forth below, she shall be entitled to sell back twenty five percent (25%) of her unused sick days remaining on the date of retirement from her position as Superintendent of School for the Marion Central School District:

(i) She must meet the NYSTRS eligibility requirements and must be eligible for a service retirement without penalty from the NYSTRS. Further, she must have completed at least ten (10) years of continuous service as Superintendent with Marion Central School District.

(ii) Prior Notification: A letter indicating irrevocable retirement at least 180 days prior to the effective retirement date, but preferably 240 days prior to the actual retirement date, is also required. In the event of total disability, the prior notification requirement shall be waived, but all other eligibility criteria must be met.

(iii) Specifically, the Superintendent shall be eligible to sell back up to twenty-five percent (25%) of any unused sick days up to a maximum of 200, at the Superintendent's daily rate (1/240) which shall be contributed to the Superintendent's 403(b) or toward health insurance premiums.

C. Personal Business Leave.

The Superintendent shall be entitled to three (3) paid personal business leave days annually, credited on July 1 of each year, for personal or family business or emergencies.

Unused personal business leave days may be accumulated as accumulated sick leave.

D. Holidays.

During each year of this Agreement, the Superintendent shall be entitled to holiday leave for recognized holidays as per the District calendar, as is provided to other twelve-month employees of the District.

E. Bereavement Leave.

The Superintendent shall receive up to five (5) days of paid bereavement leave in the event of a death of the Superintendent's spouse, child, stepchild or parent. Superintendent shall receive up to three (3) bereavement leave days for siblings, grandparents, mother-in-law and father-in-law. Other instances of paid bereavement leave will be at the discretion of the Board.

11. Jury Duty.

Time necessary for the performance of jury duty shall be granted with pay. The Superintendent shall turn over to the District monies received for jury service, if any, except reimbursed meals and mileage, and except as provided by applicable laws. If the Superintendent is required to serve jury duty for 3 hours or less in any one day, or is on call by the court, she will report to work for the day or the remainder of it.

12. Health, Medical, Dental and Other Insurance Benefits.

A. Medical Insurance Plans.

During the term of the Appointment, the Superintendent shall continue to be eligible for, and participate in and receive, health and dental insurance coverage pursuant to the provisions of the District-wide insurance plans in effect. The District shall pay eighty percent (80%) of the cost of individual and family coverage for the Healthy Blue 25 Plan, if elected by the Superintendent. The Superintendent shall be responsible for the remaining twenty percent (20%). The Superintendent shall be responsible for any applicable prescription co-pay obligations.

The Superintendent shall also have the option to enroll in the Signature HDHP (\$1,500/\$3,000 deductible). The District will be responsible for covering ninety-five percent (95%) of the premium cost of this plan for both single and family policies unless the combined cost to the District of the premium and HSA contribution set forth below exceeds the District's eighty percent (80%) contribution to the base plan, in which event the Superintendent will pay the full amount of the excess.

The District will contribute one hundred percent (100%) of the plan's in-network deductible into the member's HSA account on or about January 1st.

B. Health Insurance in Retirement.

Upon her entry into full-time retirement, should the Superintendent meet the eligibility requirements set forth below, she shall be entitled to health insurance in retirement on the date of retirement from her position as Superintendent of School for the Marion Central School District:

(i) She must meet the NYSTRS eligibility requirements and must be eligible for a service retirement without penalty from the NYSTRS. Further, she must have completed at least ten (10) years of continuous service as Superintendent with Marion Central School District.

(ii) Prior Notification: A letter indicating irrevocable retirement at least 180 days prior to the effective retirement date, but preferably 240 days prior to the actual retirement date, is also required. In the event of total disability, the prior notification requirement shall be waived, but all other eligibility criteria must be met.

(iii) After completion of ten (10) years of service as Superintendent of Schools, Superintendent shall become eligible for continued health care coverage at the agreed upon premium allocation until Medicare eligible. After the age of 65, she and her spouse shall have continued health and dental insurance through the District, which medical coverage shall only be supplemental health insurance coverage over and above that provided by Medicare for retirees after age 65.

C. Eligibility for Other Benefits.

The District shall offer to the Superintendent participation in the Internal Revenue Code Section 125 Plan to which the Superintendent can contribute to cover her applicable costs of health insurances, disability and life insurance premiums, the costs of unreimbursed medical expenses and dependent care consistent with applicable law and regulations.

D. Medical Examination.

At times as requested by the Board, the Superintendent will undergo, at District expense, a comprehensive medical examination. The examining physician shall furnish the President of the Board of Education with a summary report of the Superintendent's health, for Executive Session review, which shall address, in the physician's professional opinion, the

Superintendent's ability to perform the essential functions of the position. Such report shall be treated as confidential unless disclosure is required by law in an appropriate proceeding.

13. Indemnification.

The Board shall defend, save harmless and protect the Superintendent from financial loss arising out of any claim, demand, action, suit or judgment under circumstances covered by Sections 3023, 3028 and 3811 of the Education Law and Article 18 of the Public Officers Law, provided the Superintendent was acting in good faith in the discharge of her duties and within the scope of her employment and/or under the direction of the Board, when the alleged action(s) occurred. The Board shall not be so obligated unless the Superintendent shall, within ten (10) days of the time she is served with any summons, complaint, process, notice, demand or pleading, deliver the original, or an accurate copy thereof, to the Board.

14. Termination of Agreement During Its Term.

A. Resignation: The Superintendent may terminate this Agreement during its term by providing the Board with ninety (90) days written notice of resignation.

B. Termination for Cause: The parties agree that the Superintendent may not be disciplined or discharged, or otherwise be subject to the termination of her appointment unless, after a hearing at which it is demonstrated by substantial evidence, that the Superintendent has materially breached this Agreement through nonperformance of the duties outlined in this Agreement or by virtue of her inefficiency, incompetence, insubordination, misconduct, or immoral conduct, or for such other reasons as may constitute just cause.

Written notice and charges seeking the imposition of discipline, as noted above, shall be served, by the Board, upon the Superintendent. Upon receipt of the charges, the Superintendent shall have ten (10) days to exercise her right to elect a hearing. The Superintendent's notice of election to have a hearing shall be in writing. The Board, by majority

vote, may elect a public or private hearing upon said charges, and such hearing shall commence within thirty (30) days unless otherwise mutually agreed upon by the parties. The hearing shall be conducted by an impartial hearing officer, mutually selected by the Board and Superintendent, who shall be a licensed attorney at law. Board members may attend the hearing. The hearing shall be conducted to afford due process protections to the Superintendent, including but not limited to, the right to be represented by counsel of the Superintendent's choice and at her expense, the right to subpoena documents, papers, letters or other tangible evidence and to have all testimony provided under oath and to receive a copy of the written findings and recommendations from the hearing officer regarding guilt or innocence, and the appropriate measure of discipline, if any, as to the charges.

The hearing officer's report and recommendations, together with all other evidence and documents constituting the record before the hearing officer, shall be reviewed and voted upon by the entire Board of Education. Such review shall take place during Executive Session and the Superintendent and/or her attorney may appear and explain the Superintendent's position at said Executive Session.

No finding of guilt to any charges or any imposition of penalty shall be made by the Board of Education, unless by a vote of a majority of the members of the entire Board of Education. The vote of each Board member shall be taken separately with respect to each charge. The determination of the Board shall be final and binding upon the parties.

C. Disability of the Superintendent: Anything in this Agreement to the contrary notwithstanding, the Board is hereby given the option to terminate this Agreement in the event that, during the period of this appointment, the Superintendent shall become permanently disabled as the term "permanently disabled" is hereafter defined.

Such option shall be exercised by the Board by giving notice to the Superintendent by registered mail of the Board's intention to terminate this Agreement on the last day of the month during which said notice was mailed. On the giving of such notice, this appointment, and the terms thereof, shall cease and come to an end on the last day of said month with the same force and effect as if such last day of the month were originally set forth as the termination date.

For the purposes of this appointment, the Superintendent shall be deemed to have been become permanently disabled if, during the term of this appointment, because of ill health, physical or mental disability, accident or other causes beyond her control, she shall have been continuously unable or unwilling, or has failed to satisfactorily perform the essential functions of her position hereunder for three (3) consecutive months or her condition is such that her incapacity due to disability is expected to last longer than three (3) months.

D. Death: In the event of the death of the Superintendent prior to the expiration of this appointment, this appointment shall immediately terminate and the compensation herein provided for shall be prorated to the date of death.

E. Other: This Agreement may also be terminated upon such other terms and conditions as the parties may agree upon in writing.

15. Miscellaneous.

A. Savings Clause: If, during the term of this Agreement, it is found that a specific clause of the Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling, shall remain in force.

B. Full Force: This Agreement shall remain in full force and effect for the term noted herein and may not be otherwise terminated, modified or extended unless by an agreement, in writing, between the parties.

C. **Headings:** The paragraph headings contained in this Agreement have been prepared for convenience of reference only and will not control, affect the meaning, or be taken as an interpretation of any provision of this Agreement.

D. **Waiver:** In the event any term or condition of this Agreement should be breached by either party and the breach is thereafter waived by the other party, such waiver shall be limited to the breach so waived and shall not be deemed to waive any other breach either prior or subsequent to the breach so waived.

E. **Governing Law:** This Agreement will be governed by and construed in accordance with the laws of the State of New York.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

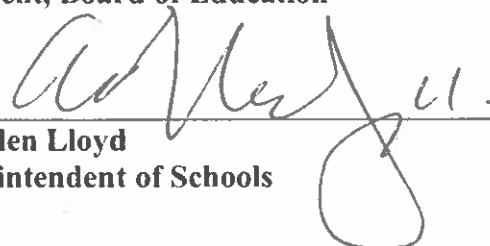
MARION CENTRAL SCHOOL DISTRICT

Dated: December 19, 2022



Robert Marshall
President, Board of Education

Dated: December 19, 2022



Dr. Ellen Lloyd
Superintendent of Schools

Attest: 

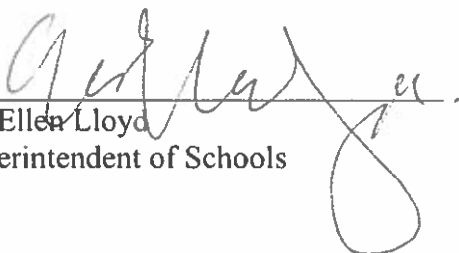
Clerk, Board of Education
Marion Central School District

**OATH OF OFFICE
SUPERINTENDENT OF SCHOOLS**

State of New York)
County of Wayne) ss:

I do solemnly swear (or affirm) that I will support the constitution of the United States, and the constitution of the State of New York, and that I will faithfully discharge the duties of the office of Superintendent of Schools of the Marion Central School District, according to the best of my ability.

Dated: December 19, 2022



Dr. Ellen Lloyd
Superintendent of Schools

Sworn to before me this
19th day of December, 2022



Clerk/Board of Education President/Notary Public

