

CONTRACT OF EMPLOYMENT
ASSISTANT SUPERINTENDENT FOR INSTRUCTION
BETWEEN
MARION CENTRAL SCHOOL DISTRICT
AND
KRISTIN MILLER

This Agreement is made this 19th day of December, 2022, between the Marion Central School District Board of Education (the "District" or the "Board"), with principal offices at 4034 Warner Road, Marion, New York 14505, and Kristin "Nikki" Miller, residing at 3831 Union Street, Marion, New York, 14505 (the "Asst. Superintendent").

1. Employment

The Board hereby employs Kristin "Nikki" Miller as Assistant Superintendent for Instruction, and the Asst. Superintendent agrees to perform the duties of the Assistant Superintendent for Instruction of the Marion Central School District as prescribed by the Laws of the State of New York and by the rules and regulations made there under by the Board, in accordance with the terms and conditions of this Agreement.

2. Term of Agreement

The term of this Agreement shall be from December 1, 2022 through December 1, 2025, unless it is extended or reward by agreement of the parties, or unless it is terminated early as provided herein.

3. Duties and Responsibilities of the Assistant Superintendent for Instruction

The Assistant Superintendent for Instruction shall perform duties customary to the position and as assigned by the Superintendent of Schools. Specifically, the Asst. Superintendent's duties and responsibilities shall include, but not be limited to, the following:

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|--------------------------------------|---|
| ○ Curriculum | ○ Wellness & Coordinated School Health |
| ○ Instruction | ○ Mental Health Supports |
| ○ Assessment | ○ Whole Child Framework |
| ○ Professional Learning | ○ Family Engagement/Community Involvement |
| ○ Student Support Services | ○ Registration |
| ○ Special Education | ○ Data Coordination |
| ○ 504 Supports | ○ District TIG Coordinator |
| ○ Homeschool | ○ DEI/Culturally Responsiveness |
| ○ ENL/Part 154 | ○ New Teacher Program |
| ○ Title Grants | ○ Library Program |
| ○ Intervention/Enrichment | ○ Social Emotional Learning |
| ○ Curriculum/Instructional Council | ○ District Level Teacher Evaluator |
| ○ AIS/MTSS | ○ Principal Evaluator |
| ○ McKinney Vento Liaison | ○ School Health Program (nurses) |
| ○ District School Counseling Program | |

4. Performance Evaluation

An annual written performance review will be furnished by the Superintendent of Schools to the Assistant Superintendent for Instruction.

5. Compensation

The total twelve (12) month base salary for the Asst. Superintendent for the remainder of the 2022-23 fiscal year, pro-rated to December 1, 2022, shall be at an annual rate of \$121,190. Commencing on July 1, 2023, and for each subsequent year of the Agreement the annual salary shall be increased by three percent (3%) each year from the prior year's base salary. Based upon the Asst.

Superintendent's performance and then current market conditions, the Superintendent may recommend to the Board of Education an additional annual increase of up two percent (2%) each year, which if approved by the Board of Education, must be implemented by a written amendment to the Agreement. Salary and benefits shall be pro-rated for any partial school year.

6. Benefits

A. Group Health and Dental Insurance

1. **Premiums** – From the effective date of this agreement through June 30, 2023, the District will pay 80% of the monthly premium of the base plan, HB-25, against the cost of the medical plan in which the Asst. Superintendent is currently enrolled, Healthy Blue 30 (\$30 co-pay with a \$5/\$35/\$70 Drug Rider).

Effective July 1, 2023, the base plan for the Assistant Superintendent shall be the HDHP (\$1,500/\$3,000 deductible). The District will be responsible for covering 100% of the premium cost of this plan for both single and family policies provided that the combined cost to the District of the premium and the HSA contribution set forth below does not exceed the District's 80% contribution to the HB-30 plan. In the event the combined cost to the District of the premium and the HSA contribution set forth below exceeds the District's 80% contribution to the HB-30 plan, the Assistant Superintendent will pay the full amount of the excess.

- Additionally, the District will contribute 100% of the plan's in-network deductible into an HSA account for the Assistant Superintendent if she enters the plan during the open enrollment period with an effective enrollment date of July 1, 2023. The initial HSA contribution 100% of the plan's in-network deductible will be on July 1, 2023. On January 1, 2024, and thereafter on or about January 1st in subsequent calendar years thereafter, the District will contribute 100% of the plan's in-network deductible into the Asst. Superintendent's HSA account.

- The District will offer an HSA plan for eligible employees. Administrative fees will be the responsibility of the employee.

2. **Dental Insurance Premiums** -The District will pay 80% of the monthly premium cost of a dental plan for a single, two-person, or family-type contract. At present, such plan is the Blue Shield Dental Blue Options I Modified dental plan. The District may, in its discretion, change to another dental plan.
3. **Retirement Group Health Premiums-**
 - a. Upon completion of the required years of service in the District, and immediately filing appropriate retirement papers with the New York State Teachers' Retirement System, the Asst. Superintendent shall be entitled to continued coverage in District-sponsored medical and dental insurance programs at a calculated percentage of the contribution rate paid for the Base Plan during active service.

b. The Asst. Superintendent must have fifteen (15) years of service with the District for continued coverage at the active service contribution rate of her base. The Base Medical Plan for the Asst. Superintendent shall be as set for in 6(A)(1) above while she remains under 65, or until she reaches Medicare eligibility, whichever occurs earlier, and thereafter it shall be the Medicare Advantage Plan for age 65 or over. The Base Dental Plan is currently the Blue Shield Dental Blue Options 1 Modified. The District may, in its discretion, change the Base Medical Plan and/or the Base Dental Plan.

If the Asst. superintendent is enrolled in the HDHP at the time of retirement, and has fifteen years of continuous service with the District, she may continue enrollment in that plan on the same terms and conditions until Medicare eligible. If this provision is in violation of any Federal or State law in the future, the Unit member shall be eligible to participate in the District's base healthcare plan under the terms and conditions of other Association retirees.

c. Once the Asst. Superintendent becomes Medicare eligible, the District will contribute 50% of the cost of the premiums for a District-sponsored Medicare supplement plan.

d. The Asst. Superintendent may continue in the type of contract (single, two-person or family) in which she was enrolled at the time of retirement. If the Asst. Superintendent is deceased, the Asst. Superintendent's spouse may continue in the group plan for which the spouse is eligible upon the spouse's payment of the full premium.

4. Medical Insurance Opt-Out Option - If the Asst. Superintendent becomes covered under a medical insurance policy other than that of Marion Central School District, she may opt-out of the school district subsidized medical plan and receive a one-time increase in base salary as a benefit in lieu of coverage under the District's plan. The increase in base salary is \$1,200 per year if the Asst. Superintendent is eligible for individual coverage, or \$4,000 per year if the Asst. Superintendent is eligible for two-person or family coverage. In order to receive the increase in base salary benefit, the Asst. Superintendent must provide the District with proof that the Asst. Superintendent (and her dependents for tax purposes, if any) has health insurance from another source (such as through a spouse's employer's group health plan). Such alternate coverage must, at all times, satisfy any applicable legal requirements. In the event the Asst. Superintendent opts back in to coverage under a medical insurance policy/plan of the Marion Central School District, her base salary shall be decreased by the same amount as the one-time increase in base salary credited upon her opt-out.
5. Survivor Benefit - In the event that the Asst. Superintendent dies in service, the District will provide health insurance at the current contract's contribution rate to the surviving spouse and eligible dependents for up to six calendar months after the death of the Asst. Superintendent.

B. Flexible Spending

The District has instituted flexible spending accounts for insurance deductibles, health care costs, and dependent care costs by employee contribution only. These FSAs would have limits on employee pre-tax contributions and would be maintained as per IRS laws and regulations. Any member who has an HSA account is restricted to a Limited FSA.

C. Contribution to TSA

In June of each year, the Board of Education will contribute for the Asst. Superintendent a sum equal to three percent (3%) of their annual salary for that fiscal year into a tax sheltered annuity account of the employees choosing. The funds will be deposited into a 403b account as a Non-Elective Employer Contribution. (All contributions are subject to limitations set forth by the IRS.)

These accounts will be owned by the Asst. Superintendent who may, in turn, direct the proceeds into various investment sub-accounts.

D. Administrative Professional Dues

For each work year, the District agrees to pay up to a maximum of \$500 toward each Asst. Superintendent's membership in one or more professional organizations of the member's choice.

E. Professional Development

The District recognizes the importance of ongoing professional learning. Asst. Superintendents and the Superintendent will agree upon a learning plan and the District will pay for all costs related to attendance at approved conferences/workshops or reimburse the Asst. Superintendent when direct payment is not possible.

F. Tuition Reimbursement

The Asst. Superintendent is eligible for tuition reimbursement at the S.U.N.Y. rate for up to nine (9) credit hours completed each school year, subject to the Superintendent's approval of the courses.

G. Vacation Days

The Asst. Superintendent is entitled to 25 vacation days each fiscal year. No vacation requests will be unreasonably denied. Asst. Superintendents may rollover up to a maximum of five (5) vacation days per year, cumulating to a 30-day total cap. Over the duration of this agreement, each Asst. Superintendent may elect to receive a buyout of up to a maximum of ten (10) total vacation days.

H. Sick Days

The Asst. Superintendent will carry-over the current balance of accrued, unused sick days, earned at the District. Thereafter the Asst. Superintendent will be given 15 days of paid sick leave each school year. This sick leave may be accumulated up to a total of two hundred (200) days maximum. In addition to personal illness, up to five (5) sick days may be used when the Asst. Superintendent's presence is required to care for a sick or injured member of the immediate household or a parent or grandparent. For the care of a family member covered under FMLA, the Asst. Superintendent may use paid sick leave up to the annual limit allowed by FMLA provided that the Asst. Superintendent has accumulated sufficient sick leave days to cover the request.

Upon retirement with five (5) years continuous service with the District, the District will offer a 25% buyout at the Asst. Superintendent's daily rate (1/240) for any unused sick days up to a maximum of 200 days to be contributed to their 403(b) or toward health insurance premiums.

I. Bereavement Days

Death in the immediate family - the term "immediate family" shall be defined as a spouse, a child, a parent, a sibling, or grandparent of the employee or employee's spouse, up to five (5) days of sick leave may be utilized for each such occurrence.

J. Holidays

The Asst. Superintendent will receive the following thirteen (13) paid holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and the following Friday, Christmas Eve, and Christmas Day.

If any of these holidays falls on a weekend, a weekday will be designated, by agreement of the parties, to be observed as that holiday for that calendar year. If school is in session on Good Friday, then in lieu of having a holiday on that day, the Asst. Superintendent will have a floating holiday (to be selected by the administrator at least thirty (30) days prior to the occurrence of such holiday, subject to the approval of the Superintendent).

K. Group Term Life Insurance

The Asst. Superintendent is provided with a \$50,000 group term life insurance policy. The premium is fully paid by the school district.

L. Mileage

In lieu of reimbursement for vehicle expenses incurred while on school business, the District shall give the Assistant Superintendent a travel stipend in the amount of one thousand five hundred dollars (\$1,500) per year, payable in line with the compensation schedule (26 payments divided equally in each paycheck). For the remainder of 2022-23 fiscal year the stipend shall be prorated.

7. **Other Leaves**

- A. Personal Leave – The Asst. Superintendent may request up to three (3) paid personal leave days during each school year. This leave is provided for personal, non-recreational activity or business that cannot be completed during regular working hours. This paid leave may not be used on days immediately preceding or following a scheduled recess for students and/or teaching staff. Such leave shall be requested in writing to the Superintendent on the prescribed form at least two days in advance whenever practical. Personal leave, if unused, is added to unused sick leave at the end of each year.
- B. Childbearing and/or Child-Rearing Leave - A leave of absence, not to exceed one academic year without pay, will be granted for childbearing and/or child-rearing purposes, and will be available only during pregnancy or following the birth, or adoption by the Asst. Superintendent, of an infant.
1. A written request for unpaid childbearing and/or child-rearing leave will be submitted to the Superintendent as soon as it is reasonable.
 2. It is understood that a childbearing and/or child-rearing leave of absence may, with the approval of the Superintendent, be commenced earlier than was anticipated by the Asst. superintendent when unforeseen medical circumstances arise, or upon notification of adoption.
 3. The exit date for taking childbearing and/or child-leaving leave will be determined by the Asst. Superintendent's physical ability to perform duties. Such date shall be determined upon the advice of a physician.
 4. The Asst. Superintendent's physician shall certify the period of physical disability because of childbirth in writing. The Asst. Superintendent shall be paid sick leave benefits only for that period of temporary disability certified by the Asst.

Superintendent's physician, provided that the Asst. Superintendent has accumulated sufficient sick leave days to cover the request.

5. All benefits that relate to sick leave under the terms of this Agreement will accrue to the Asst. Superintendent for the period of physical disability for childbirth. All benefits that accrue to the Asst. Superintendent on leave of absence without pay under this Agreement will accrue to the Asst. Superintendent on childbearing and/or child-rearing leave.
6. The Board of Education may, upon the Asst. Superintendent's request and the Superintendent's recommendation, grant an extension or reduction in the duration of a child-rearing leave due to changed circumstances.

C. Military Leave

The Asst. Superintendent, who is called involuntarily to active military service, is entitled to return to a position in the school system. Full credit for compulsory military service experience will be allowed for salary, retirement, and seniority purposes and as may otherwise be required by applicable law.

D. Other Non-Paid Leaves of Absence

Leaves of absence for personal reasons other than academic leaves, sickness leaves, childbearing or child-rearing leaves, or military leaves, may be granted at the discretion of the Board of Education upon the recommendation of the Superintendent.

E. Jury Duty Leave

If in the event the Asst. Superintendent is required to perform jury duty, they will receive their full pay from the District and waive the pay for jury duty service.

8. Indemnification

- A. The District shall defend, hold harmless, and protect the Asst. Superintendent from financial loss arising out of any claim, demand, action, suit, or judgment under the circumstances covered by Sections 3023, 3028, and 3811 of the New York Education Law provided the Asst. Superintendent was acting in the discharge of her duties and within the scope of her employment and/or under the direction of the District, when the alleged action(s) occurred.
- B. The District shall not be so obligated as set forth above unless the Asst. Superintendent shall, within the number of days required by law, deliver the original, or an accurate copy thereof, of the summons, complaint, petition, process, notice, demand or pleading, to the District Clerk. At present, for the purpose of Sections 3023 and 3028 of the Education Law this is ten (10) days after the Asst. Superintendent is served, and for the purpose of Section 3811 of the Education Law this is five (5) days after the Asst. Superintendent is served.

9. Termination

This agreement may be terminated for any of the reasons as follows:

- A. By written agreement between the District and the Asst. Superintendent;
- B. By the resignation of the Asst. Superintendent submitted in writing to the Board. Such resignation shall be delivered to the Superintendent, the President of the Board of Education, or the Clerk of the Board, giving at least forty-five (45) days¹ notice of the Asst. Superintendent's resignation;

- C. By the death of the Asst. Superintendent;
- D. For cause, including, but not limited to, reasons of insubordination, incompetency, neglect of duty or misconduct, pursuant to the requirements and procedures of Education Law §3020-a, except for discharge due to Sickness or Disability resulting in incapacitation for which Education Law §3020-a shall not apply as identified below;
- E. Sickness or Disability Resulting in Incapacitation -
 - 1. The parties agree that this Agreement and the Asst. Superintendent's employment may be terminated by the Board of Education upon a recommendation of the Superintendent if the Asst. Superintendent is unable, by reason of sickness or other disability, to discharge the duties and responsibilities of the Asst. Superintendent for Instruction beyond the exhaustion of the Asst. Superintendent's accumulated sick leave entitlement, FMLA entitlement, and beyond a period of any extended leave granted by the Board.
 - 2. In the event of the Asst. Superintendent's incapacity to perform her duties by reason of sickness or other disability, and after the exhaustion of any applicable leave, the Superintendent of Schools will provide a written notice to the Asst. Superintendent of his/her intent to recommend to the Board of Education the termination of this Agreement and the Asst. Superintendent's termination from employment under this provision on at least fourteen (14) days' notice prior to the meeting in which the Board will act on the Superintendent's recommendation.
 - 3. Within the fourteen (14) day notice period of the Superintendent's intent to recommend the Asst. Superintendent's termination for the Asst. Superintendent's incapacitation due to sickness or disability, the Asst. Superintendent may request an independent medical examination pursuant to requirements of New York Education Law §913 by an independent medical officer appointed by the District to make a determination as to the Asst. Superintendent's fitness for duty. The independent medical officer's report and recommendations shall be forwarded to the District's Board of Education for the Board's final review and decision.
 - 4. The Asst. Superintendent agrees and understands and the Asst. Superintendent hereby affirmatively waives any rights regarding her employment, tenure status, and/or her termination pursuant to the requirements of Education Law 3020-a in the event the District seeks to terminate the Asst. Superintendent's employment due to sickness or disability resulting in incapacitation.
 - 5. Upon the expiration of the fourteen (14) day notice period or upon the District's receipt of the independent medical examination report, the Board of Education may decide to terminate the Asst. Superintendent's employment for sickness or disability resulting in incapacitation. The Board's decision in this respect shall be final, provided that the Board's decision may be challenged in a court of competent jurisdiction through an Article 78 proceeding in New York State Supreme Court.
- F. Terms to Continue. Notwithstanding the expiration or earlier termination of the employment of the Asst. Superintendent or of this Contract, all the terms and conditions of this Contract which explicitly or by necessary implication are intended to continue after such termination, shall so continue and this Contract shall remain in effect for such purpose.

10. Amendment

This Agreement may not be amended except by written agreement of the parties, ratified in public session by a majority vote of the membership of the Board, and executed by the Asst. Superintendent and the President of the Board.

11. Notice

Unless otherwise specified, all notices given under this contract shall be given in writing delivered as follows:

- A. To the Asst. Superintendent. Personally or by certified mail, return receipt requested, addressed to her residence on file with the District
- B. To the Board. To the President of the Board of Education, personally or by certified mail, return receipt requested, addressed to their residence on file with the District, with a copy to the office of the District Clerk, personally delivered or by certified mail, return receipt requested.
- C. When Effective. Notice given by mail shall be deemed given three days after mailing (not counting the day mailed) regardless of date of actual receipt. Notices may be signed by the Asst. Superintendent, by the President or other Board member designated by the Board by resolution, or by an attorney for either party.

12. Severability

Every provision of this contract is intended to be severable. If any provision is held to be invalid or unenforceable by the Commissioner of Education on appeal to him or by a court of competent jurisdiction, such provision shall be deemed modified or rescinded to the extent necessary to comply with law and all other provisions shall continue in full force and effect.

13. Miscellaneous

- A. Headings. The paragraph headings contained in this contract 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 contract.
- B. Waiver. In the event any term or condition of this contract 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.
- C. Governing Law. This contract will be governed by and construed in accordance with the laws of the State of New York, Wayne County, New York, is designated as the venue of any action or proceeding involving this contract or the employment.
- D. Effective Date. This contract shall be effective as of December 1, 2022 (the "Effective Date"), upon the execution of the Oath of Office by the Asst. Superintendent.
- E. Counterparts. This contract may be executed in one or more counterparts, each of which shall, for all purposes, be deemed an original and all of which, taken together, shall constitute one and the same agreement.

15. Savings Clause

If any provisions of this Agreement or any application of this is found to be contrary to law, or would tend to impinge upon or reduce in any way the duties or responsibilities of the Board of Education as defined in Section 1709, 1711, 1803 or any other sections of the Education Law pertaining to the duties and responsibilities of the Board of Education, then such provision or application shall not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions or applications will continue to remain in effect.

16. Zipper Clause

The parties agree that all terms and conditions of employment of concern have been discussed during the negotiations leading to this Agreement and that negotiations will not be reopened at any time on any item whether contained herein or not before the date negotiations are reopened for a successor Agreement. This Agreement may be added to, deleted from, or modified only through the voluntary mutual consent of both parties in a written and signed amendment to this Agreement. Any past practice existing prior to this Agreement and not explicitly included in this Agreement shall be null and void.

17. Waiver of Breach

Any waiver by the District of the Employee's due performance or compliance with any provisions of this Agreement shall not operate or be construed as a total or continuing waiver of due performance or compliance by Employee thereafter.

18. Entire Agreement

This document constitutes the entire Agreement between the parties and no verbal statement or other agreement in whatever form, except an amendment to this Agreement in written form and annexed hereto and specifically designated as an amendment to this Agreement, shall supersede or vary any of the provisions herein contained. This agreement and any amendment is to be executed in three counterparts: One to be filed with the Clerk of the Board; one to be retained by the Asst. Superintendent; and one to be retained by the President of the Board.

In Witness Whereof, District and the Assistant Superintendent have approved this Employment Contract effective as indicated above and the Parties hereto have set their hands and seals the day and year set forth below.

Robert Marshall, Pres. Board of Education,
On behalf of the District



Signature

12/19/22

Date

Kristin Miller



Signature

12/19/22

Date

CERTIFICATION BY SCHOOL DISTRICT BOARD CLERK

I, Nadine A. Mitchell, Clerk of the Board of Education for the Marion Central School District, do certify that this Memorandum of Agreement by and between the Marion Central School District and Kristin Miller was approved by a majority vote of the voting strength of the Board of Education on December 19, 2022.



Nadine A. Mitchell, Board Clerk
Marion Central School District



Date