

Approved @ 11/14/23 BoE Meeting 

Saugerties Central School District

Employment Contract

AGREEMENT, made the 14th day of November 2023, by and between the BOARD OF EDUCATION OF THE SAUGERTIES CENTRAL SCHOOL DISTRICT (hereinafter, the "Board" or "District") and Ms. Shannon Molyneaux (hereinafter "Director of Human Resources" or "Ms. Molyneaux").

1. The Board hereby appoints Ms. Molyneaux to the position of Director of Human Resources for the Saugerties Central School District, and it employs the Director of Human Resources in such capacity for a term to commence on January 2, 2024, and end on January 1, 2027, unless sooner terminated pursuant to this Agreement; and, the Director of Human Resources accepts such appointment and employment for such term at the remuneration and upon the terms and conditions herein set forth.
2. The Director of Human Resources' work year shall be 12 months in length, from July 1st to June 30th.
3. The Director of Human Resources shall perform all of the duties and accept all of the responsibilities required in the Saugerties CSD Director of Human Resources Job Description. The Director of Human Resources also agrees to perform all the services and duties imposed by the rules and regulations of the Board and other such services and duties usually performed by a Director of Human Resources in said District or similar district as shall, from time to time, be delegated by the Superintendent, and meet all reasonable and proper requirements of the Board.
4. The tenure area for the Director of Human Resources shall be the singleton tenure area of "Director of Human Resources."
5. In consideration of this Agreement, the Board agrees to pay the Director of Human Resources a salary at the rate of \$132,000 per annum. The salary for the 2023-2024 school year shall be prorated. The salary for the Director of Human Resources shall be increased by 3% on July 1, 2024, July 1, 2025, and July 1, 2026.
6. The Director of Human Resources shall be entitled to participate in the tax sheltered annuity program provided by the District. The District shall make an Employer contribution of \$325 monthly to the Director of Human Resources' 403(b) fund, provided such contribution is allowed under IRS regulations. The Director of Human Resources may elect to make additional contributions.
7. Upon the completion of five (5) years of service to the District, the Director of Human Resources shall receive a one-time longevity payment of \$3,500, which shall be added to her base salary.

Upon the completion of ten (10) years of service to the District, the Director of Human Resources shall receive a one-time longevity payment of \$4,000, which shall be added to her base salary.

Upon the completion of fifteen (15) years of service to the District, the Director of Human Resources shall receive a one-time longevity payment of \$3,500, which shall be added to her base salary.

8. The Superintendent shall evaluate and assess, in writing, the performance of the Director of Human Resources at least once per year during the term of this Agreement, or any extension or renewal thereof. The evaluation and assessment shall be related to the position description of Director of Human Resources and the goals and objectives of the District in the year in question. The Director of Human Resources shall be entitled to receive a copy of the annual evaluation and shall be afforded an opportunity to respond to such evaluation.
9. The Director of Human Resources shall not be required to report to work on holidays during which District offices are closed. In the event there is an emergency closing of school, the Director of Human Resources shall be entitled to work from home.
10. The Director of Human Resources shall be entitled to twenty (20) days of vacation per contract year, which will be awarded on July 1 of each year, however, vacation days shall be prorated in any contract year that the Director of Human Resources does not work the complete contract year. Vacation days shall be taken during the contract year in which such days are credited, except that any vacation days not used, up to a maximum of ten (10) days per fiscal year, may be sold back by the Director of Human Resources each fiscal year at her then per diem rate of pay. Unused vacation days, including days not sold back to the District, shall be cumulative from year to year up to a maximum of forty (40) days. Upon the Director of Human Resources's resignation or retirement, the Director of Human Resources will be paid for a maximum of forty (40) accumulated vacation days at the rate of 1/240th of her annual base salary, as of the date of resignation or retirement, for each unused vacation leave day.
11. The Director of Human Resources shall be entitled to five (5) personal leave days per contract year, without deduction in pay, for such days where it is needed to perform personal duties which cannot be performed during regular business hours. Personal leave days will be awarded on July 1 of each year, however, personal leave days shall be prorated in any contract year that the Director of Human Resources does not work the complete contract year. Unused personal leave days shall be carried over as unused sick leave days.
12. The Director of Human Resources shall be entitled to five (5) work days of bereavement leave for the death of a spouse, child, parent, sibling or corresponding in-law, grandparent, or member of the immediate household.
13. The Director of Human Resources shall be entitled to receive her regular pay during any period of required jury duty.
14. While serving as Director of Human Resources, Ms. Molyneaux shall be credited with 1.25 sick days per month. Sick leave may be used for illness or injury to the Director of Human Resources. No more than ten (10) of the allotted sick leave days per contract year may be used for illness or injury of a member of her immediate family. "Immediate family" shall be defined for purposes of this section as spouse and children. Unused sick leave days may be accumulated by the Director of Human Resources from year to year up to a maximum of two hundred twenty (220) days. Upon separation from employment, there shall be no payout for unused accumulated sick

days.

15. The Director of Human Resources shall be entitled to coverage under the DEHIC EPO 20 health insurance plan (or its replacement), with the District contributing 85% and the Director of Human Resources contributing 15%. If the Director of Human Resource opts out of the District's health insurance program, she shall receive a buy-out payment of \$1,500 each year, payable in bi-weekly installments. Eligibility for participation in the buyout requires written notification of withdrawal and proof of alternate coverage from the Director of Human Resources by June 1st of the year preceding the buyout. Re-entry into the District insurance plans shall be allowed at any time subject to the provisions of the insurance plan.
16. The Director of Human Resources shall be entitled to individual and family dental coverage under the District's dental insurance plan through Delta Insurance or an alternative plan as is provided to other District employees. The District shall pay 100% of the cost of the premium.
17. The District agrees to pay 100% of the cost of the premiums for individual and family vision coverage.
18. The Director of Human Resources may participate in the District's IRS Section 125 plan available to other District employees.
19. Upon retirement, the District shall provide retiree health insurance or its replacement plan to the Director of Human Resources, so long as she has been employed by the District for at least fifteen (15) years, and provided she retires from the Saugerties Central School District in accordance with the requirements of the New York State Teachers' Retirement System. The Director of Human Resources's contribution to retiree health insurance shall be the same rate paid in her last year of active employment. Ms. Molyneaux may not add a spouse and/or dependent to her retiree health insurance policy if such spouse and/or dependent were not covered under her health insurance policy at the time of her retirement.
20. The District encourages administrators, including the Director of Human Resources, to enter a program of advanced study leading to the Ed. D or Ph. D degree. The District will reimburse tuition costs related to the degree based upon the criteria detailed below. Only programs leading to the Ed. D or Ph. D. which are approved by the Superintendent, will be recognized for compensation or supported for District reimbursement. Reimbursed tuition costs will be based upon the following criteria:
 - i. The Director of Human Resources must file a letter of intent with the Superintendent to participate in a Doctoral program and receive approval for such.
 - ii. Up to \$600 in tuition per doctoral program credit will be reimbursed. Such reimbursement will be made not more than 90 days following the submission of a receipt of tuition payment.
 - iii. The Director of Human Resources must show evidence of admission to a program of advanced study leading to the Ed. D or Ph. D. Degree.
 - iv. The Director of Human Resources must receive a grade of "B" or better in a course, or a "pass" in a course where no letter grade is given, in order to receive reimbursement.

- v. The Director of Human Resources must show adequate progress toward attaining the Ed. D. or Ph. D. degree by taking a minimum of three (3) courses each year.
 - vi. In the event the Director of Human Resources receives tuition reimbursement from the District, she must render at least 5 years of satisfactory service henceforth to the District beginning the July 1st following the attainment of the earned Doctorate degree. In the event that reimbursement is made under this section and the Director of Human Resources does not earn the Doctorate, she must render at least 3 years of satisfactory service following the completion of the last course taken.
 - vii. In the event the Director of Human Resources separates from the District before she completes the applicable service requirement set forth above, she shall repay the District the amount of money she received in tuition reimbursement. Monies owed shall be deducted from the Director of Human Resources's final paycheck or any monies owed upon her separation. In the event the Director of Human Resources owes more money than that which is covered by her final pay or separation pay, she must issue payment to the District for the remaining monies owed within ninety (90) days of separation.
21. The Board shall pay, provide, or make available to the Director of Human Resources, membership fees for up to three (3) professional organizations which are related to her employment, one of which must be a local professional organization. The Director of Human Resources selections are subject to the approval of the Superintendent.
22. The Director of Human Resources shall be provided a mentor for the 2023-2024 school year as selected by the Superintendent of Schools.
23. The Director of Human Resources shall be entitled to attend annual conventions or conferences each year on the local, state and national level, and the reasonable expense of such attendance shall be paid by the District, as approved in advance by the Superintendent and shall be reimbursed for such expenses upon presentation of required documentation in accordance with Board policy. The Director of Human Resources, with prior approval and consistent with Board policy, may attend in-service and continuing education programs at the District's expense. The Director of Human Resources shall provide a report to the Board upon her return from any conference or convention that lasts longer than two (2) days.
24. During the probationary period, the District shall retain all rights provided under law to terminate the Director of Human Resources's appointment. Once tenure is attained, due process rights shall be governed pursuant to the Education Law. In the event that the District exercises its statutory right to terminate Ms. Molyneaux's probationary appointment or her employment is terminated after a 3020-a due process hearing, the District shall be liable for compensation and benefits only through the effective date of the termination.
25. Nothing herein shall limit the District's right to abolish or reduce the position of Director of Human Resources. In the event that the Director of Human Resources's employment is abolished or reduced, the Director of Human Resources shall only be entitled to receive compensation and benefits under this Agreement through the effective date of the reduction or

abolition. In the event of position abolishment, merger or reduction in the Director of Human Resources's position, ninety (90) calendar days prior written notice shall be given by the District.

26. Ms. Molyneaux agrees to maintain her certification to serve as a Director of Human Resources throughout her employment. It is expressly understood that failure to hold and maintain such certification shall be cause for the immediate termination of the Agreement and the employment of the Director of Human Resources.
27. The Director of Human Resources shall devote her full time skill, labor and attention to the discharge of her duties as Director of Human Resources during the term of the Agreement. She may, however, subject to prior written approval, undertake speaking engagements, writing, lecturing or other professional duties, obligations and activities so long as such activities do not interfere with the full and faithful discharge of the Director of Human Resources' duties or written responsibilities as specified herein.
28. Ms. Molyneaux shall provide no less than sixty (60) days written notice in the event she seeks to terminate her employment. If Ms. Molyneaux fails to provide sixty (60) days' notice to terminate her employment, she shall forfeit any payout for unused vacation leave provided for in Section 8 of this agreement.
29. This Agreement constitutes the full and complete Agreement between the parties except as it may be modified by a signed written agreement between them, and shall not be subject to oral modification, nor shall parol evidence be admissible to establish any oral modification thereof.
30. The validity or enforceability of any particular provision of this Agreement shall not affect its other provisions and this Agreement shall be construed in all respects as if such invalid or unenforceable provision has been omitted.
31. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.
32. The failure of either party at any time to require the performance by the other of any of the terms, provisions or agreement hereof shall in no way affect the right thereafter to enforce same and shall not constitute the waiver of either party hereto of any breach of the terms, provisions or agreement or be construed as a waiver of any succeeding breach.

IN WITNESS WHEREOF, the parties have set their hands and seals the 14th day of November, 2023.

BOARD OF EDUCATION OF THE SAUGERTIES CENTRAL SCHOOL DISTRICT



Board of Education President

Director of Human Resources



Smolyneaux

Shannon Molyneaux

