

**ASSISTANT SUPERINTENDENT FOR BUSINESS & SUPPORT
SERVICES EMPLOYMENT CONTRACT BETWEEN**

JEFFREY PETRUS

AND

THE ORCHARD PARK CENTRAL SCHOOL DISTRICT

THIS CONTRACT is entered into on the 9th day of February, 2021, between THE ORCHARD PARK CENTRAL SCHOOL DISTRICT, Erie County, New York (hereinafter the "District"), and JEFFREY PETRUS, RESIDING AT (hereinafter the "Assistant Superintendent").

The District pursuant to the applicable provisions of the New York State Education Law, and in accordance with a resolution duly moved, seconded and adopted at a meeting of its Board of Education held on February 9, 2021, approved the continued employment of JEFFREY PETRUS as an Assistant Superintendent in accordance with the terms and conditions of this contract, and the Assistant Superintendent desires to be employed by the District in accordance with the terms and conditions of this contract, the parties in consideration of the mutual promises contained in this contract, agree to the following:

Term: The term of this Contract shall be for the period commencing on July 1, 2021 and will continue in force through June 30, 2026, unless further extended or sooner terminated in accordance with applicable law or as hereinafter provided.

It is specifically understood and agreed that the expiration of this Contract will not affect the Assistant Superintendent's status as a tenured employee.

1. Duties: The duties and responsibilities of the Assistant Superintendent shall be those set forth in the job description for the Assistant Superintendent as the same may be revised from time to time by the Board of Education or the Superintendent of Schools.
2. Snow Day Reporting: The Assistant Superintendent may be requested to report to work, assuming safe travel conditions and no extenuating child care needs for the Assistant Superintendent.

The determination of whether the Assistant Superintendent is able to report shall be left to the Assistant Superintendent's professional judgment, in consultation with the Superintendent.

3. **Certification:** The Assistant Superintendent shall possess a valid certificate to act as an Assistant Superintendent of Schools in the State of New York during the term of his employment with the District. Inability to produce the certificate upon the request of the Superintendent shall result in the automatic termination of this Contract.
4. **Compensation:** The District shall increase the base pay of the Assistant Superintendent on an annual basis the following percentage(s) on:
 - (a) July 1, 2021- 2.9%
 - (b) July 1, 2022- 2.9%
 - (c) July 1, 2023- 2.9%
 - (d) July 1, 2024- 2.9%
 - (e) July 1, 2025- 2.9%
5. **Performance Evaluation:** The Superintendent will prepare a written, annual evaluation of the Assistant Superintendent's overall performance.
6. **Other Benefits of Employment:** In addition to the annual gross salary specified in paragraph "4" of this Contract, the Assistant Superintendent shall be entitled to receive the following benefits:

(a) Health Insurance. The District shall continue to make available to the Assistant Superintendent:

(1) Single or family coverage, as the circumstances of the Assistant Superintendent warrant, provided by a district-designated carrier.

(2) The designated carrier initially will be Blue Cross and Blue Shield (BCBS) and the base plan will be BCBS Point of Service (POS). The POS plan will include a \$15 office visit co-pay, a three tier Rx co-pay structure of \$7/\$25/\$40, zero co-pay for children doctor visits, inpatient hospitalization covered in full, one co-pay for a ninety-day supply of mail order Rx, a \$250 lifestyle benefit, 25/25 dependent/student coverage, and guest membership benefits.

The employee will pay the following monthly premiums for this plan as outlined below, with the District paying the remaining premium monthly:

- 2021 - 22 - 15%
- 2022 - 23 - 15%

- 2023 - 24 - 16%
- 2024 – 25 - 16%
- 2025 – 26 - 17%

The employee payment will be made through payroll deduction unless the Assistant Superintendent notifies the payroll office in writing that employee payments will be made in advance through deductions from the benefit outlined in section 6 (b) or direct employee payments to the business office.

The Assistant Superintendent may enroll in the BCBS Traditional Plan or the BCBS Preferred Provider Organization (PPO) Plan selected by the District, provided the Assistant Superintendent pays the difference in premium costs between the above described BCBS POS Plan and the premium cost of said Traditional or PPO Plan.

The District will have the option of providing equal or better coverage than that specified above through another carrier(s). The District shall be responsible for keeping health insurance in force and to pay the monthly premium for the applicable coverage while the Assistant Superintendent is on the District's active payroll and in accordance with the terms of this contract.

The Assistant Superintendent shall be responsible for payment of his portion of the monthly premium for health insurance if applicable or required.

- (b) The District will provide the Assistant Superintendent with an annual benefit of \$7,000 that may be deposited into the Assistant Superintendent's 105h account, 403-b account, or be used to offset the Assistant Superintendent's health insurance premium contribution. By May 1 of each year, the Assistant Superintendent shall notify the Personnel Office the amount to be deposited into each of the possible options.
- (c) Life Insurance. The District shall reimburse up to \$400 per year for term life insurance to be purchased directly by the Assistant Superintendent, or if requested in writing by the Assistant Superintendent, the District will provide a group term life insurance plan for the Assistant Superintendent in the amount of One Hundred Thousand (\$100,000) dollars.
- (d) Professional Expenses. The Assistant Superintendent is authorized to incur reasonable and necessary expenses up to Two Thousand Five Hundred (\$2,500) Dollars per year for

attendance at professional meetings and conferences at local, state or national levels as approved by the Superintendent of Schools. Such expenses will be paid by the District upon presentation by the Assistant Superintendent of an itemized account of such expenditures. He shall suffer no loss in pay while attending such meetings or conferences. This shall be addition to travel expenses involved in attending such conferences.

- (e) Professional Dues and Growth. The Assistant Superintendent is authorized to incur reasonable and necessary expenses up to One Thousand (\$1,000) per fiscal year for professional growth materials and activities to enhance the performance of the responsibilities of his position. Such expenses will be paid by the District upon presentation by the Assistant Superintendent of an itemized account of such expenditures approved by the Superintendent.
- (f) Vacation. During each fiscal year, the Assistant Superintendent shall be entitled to twenty-five (25) work days off without loss of pay as vacation. Vacation days shall be granted with approval of the Superintendent. The Assistant Superintendent shall be entitled to accrue (carryover) all vacation days not used before June 30th of each year up to a maximum of ninety (90) days. In the event the Assistant Superintendent has unused, accumulated vacation leave at the end of any given year of his employment hereunder, he may, at his option, be paid at that time for up to ten (10) days thereof at the rate of 1/200th of his then current annual salary.

Vacation Conversion at Retirement: Any unused and accrued vacation days at the time of retirement by the Assistant Superintendent may be returned to the District for a monetary reimbursement, computed using a valuation of 1/200th of his then current annual salary for each day so returned. Such monetary reimbursement will be held by the district and used to pay for the Assistant Superintendent's (and/or surviving spouse) share of health care insurance costs during retirement (see section 71-1 below), provided the Assistant Superintendent participates in the District health insurance plan at least thirty (30) days prior to retirement, or, at the Assistant Superintendent's discretion, the funds may be placed in a 403(b)/105(h) account as directed by the Assistant Superintendent. If the Assistant Superintendent does not participate in the District health insurance plan at least thirty (30) days prior to retirement such money shall be placed into a 403(b) or 105(h) account (see 7b) for the Assistant Superintendent's (and/or surviving spouses) use following the retirement of the Assistant Superintendent.

(g) Holidays. An Assistant Superintendent shall be entitled to take each of the following holidays which fall during his regular work schedule without loss of salary:

Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
Day before Christmas
Christmas Day
Martin Luther King Day
Patriot's Day
New Year's Day
Good Friday
Memorial Day

(h) Sick Leave.

The Assistant Superintendent shall be credited with his current sick leave accrual earned upon the effective date of this Agreement.

On the first day of each fiscal year, the Assistant Superintendent shall be credited with twenty-five (25) sick leave days. Unused sick leave days may be accumulated and carried forward into succeeding years, but not to exceed a total of two hundred forty (240) such days. In the event the Assistant Superintendent has unused, accumulated sick leave days at the end of any given year of his employment hereunder, he may, at his option, be paid at that time for up to fifteen (15) days thereof at the rate of 1/200th of his then current annual salary. This benefit will be pro-rated in the event of a partial year of service.

1. The Assistant Superintendent may use sick leave days when he is unable to work because he has sustained an injury or he is ill.
2. The Assistant Superintendent may use his sick leave days when he needs to be absent to care for member of his immediate family who is ill or injured. As used in this subparagraph (4), immediate family includes only the Assistant Superintendent's spouse, child, parent, brother, sister, grandchild, grandparent, parent-in-law, or another relative who resides permanently in the Assistant

Superintendent's household. The Assistant Superintendent may for this purpose use seven days in a fiscal year, unless given permission to use more days by the Superintendent.

3. The Assistant Superintendent may use five (5) sick leave days per occasion for the purpose of attending the funeral of a member of his family and for the purpose of taking care of related matters. For the purposes of this subparagraph immediate family includes only the Assistant Superintendent's spouse, child, parent, parent-in-law, brother, sister, grandparent, and grandchild or other person for whom he can prove to the satisfaction of the Superintendent direct responsibility.
4. The Assistant Superintendent may use up to five (5) sick leave days in one fiscal year for: (a) personal business which cannot be conducted outside of work hours; (b) matters of an emergency nature; or (c) religious observance to the extent necessary to make a reasonable accommodation to the Assistant Superintendent's religious beliefs. The Assistant Superintendent shall give the Superintendent at least one (1) days' notice of the need to use a sick leave day for one of these purposes, but this notice requirement need not be met when the purpose for the leave is an emergency, in which case he shall give the Superintendent as much notice as is reasonable under the circumstances.

- (i) **Benefits After Retirement.** Upon becoming eligible to retire in accordance with the regulations of the New York State Teachers' Retirement System, and having been employed by the District a minimum of five (5) years of active service, and having provided at least a sixty (60) day written notification of his retirement to the Superintendent, the Assistant Superintendent shall be entitled to the following life benefit.

1. **Health Insurance.** District will annually provide fifty percent (50%) of the cost of family or single coverage, as the circumstances of the Assistant Superintendent then dictate.

The annual health benefit (based upon service years) provided will be computed by multiplying the specified percentage times that year's annual premium cost for the district's base health care insurance plan (currently BCBS POS 204, see 7a-2). If the Assistant Superintendent does not participate in the District

health insurance plan at least thirty (30) days prior to retirement or if the Assistant Superintendent drops district coverage after retirement such money shall be annually placed into a 105(h) account (see 7b) for the Assistant Superintendent's (and/or surviving spouse) use.

An additional five percent (5%) will be paid by the District for every year of service provided beyond the five years to a maximum of seventy-five percent (75%) annual post-retirement benefit. Service for less than a partial year will be prorated.

Assistant Superintendent and spouse must enroll in Medicare upon first eligibility and may participate in a District provided Medicare Advantaged plan.

1. The percentage District contribution and conditions described above may not be changed or altered either negatively or positively, at any point after the Assistant Superintendent retires.
2. In the event the Assistant Superintendent participates in a retirement incentive the sixty (60) days notification period shall be waived, as the circumstances dictate.
3. In any event, upon retirement the Assistant Superintendent agrees to remain employed on a per diem basis at 1/200th of his then current salary for up to sixty (60) days, in order to afford an effective and efficient transition for his successor.

(k) Jury Duty. Upon being required to serve on a jury, the Assistant Superintendent shall be allowed do so without loss of pay provided he meets each of the following conditions:

- (1) He notifies the Superintendent not later than the first work day after the day he receives the summons for jury duty.
- (2) He cooperates with the District in seeking to have duty delayed to a time more convenient to the District.
- (3) He reports for duty on days or parts of days during which he is not actually required to serve.

- (l) Other Leaves. The District may authorize other leaves, with or without pay, to the Assistant Superintendent after he has exhausted his vacation and sick leave days.
- (m) Additional Duty Days. The Assistant Superintendent shall be entitled to be compensated for up to fifteen (15) additional duty days for assignments, projects, programs or other work implemented by the Assistant Superintendent that falls outside of the normal scope of the Assistant Superintendent's job duties. The rate of pay shall be 1/200th of the Assistant Superintendent's then current annual salary.
- (n) Access to Personnel File. The Assistant Superintendent shall have access during regular central office business hours to the personnel file maintained in the central office concerning his employment with the District. He shall be permitted to review the entire contents of that file except confidential reference materials in the presence of another District official. He shall have the right to make copies of any materials contained therein and shall have the right to file a response to any materials contained therein.
- (o) Performance of Work Functions Away From School. At times it may be desirable or necessary for the Assistant Superintendent to perform functions of his position away from school facilities. Thus, the Assistant Superintendent may schedule his work during school recesses according to the responsibilities to be fulfilled. The Assistant Superintendent should request approval from the Superintendent for the use of such days.
- (p) At no time during the term of this Contract will the District reduce any of the benefits herein provided for the Assistant Superintendent.
- (q) Defense and Indemnification. To the extent required by law, the District will provide legal counsel to defend and will indemnify the Assistant Superintendent against all uninsured financial loss arising out of any claim, demand, suit or judgment (i.e. the final decision of a court or other competent tribunal resolving the dispute and determining the rights and obligations of the parties thereto) by reason of alleged negligence resulting in body or other injury to any person or damage to the property of any person committed in the course and scope of the Assistant Superintendent's employment by the District.
- (r) Other work. The Assistant Superintendent shall devote his full-time skill, labor and attention to the discharge of his duties to

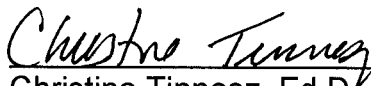
the District during the term of this Contract: provided, however that the Assistant Superintendent, upon prior and continuing approval of the Superintendent, may undertake consultative work, speaking, engagements, writing, lecturing, teaching or other professional duties and obligations, with or without remuneration.

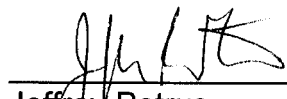
- (s) Termination by Agreement between Assistant Superintendent and District. Either party may terminate this Contract as provided by law, or upon mutually acceptable terms expressed in a written Termination Agreement.
- (t) Written Agreement. This Contract shall continue in full force and effect for the term expressed herein, unless otherwise terminated, modified or extended in accordance with the above specified provisions, or by another agreement in writing between the parties.
- (u) Severability. This Contract shall be governed by the laws of the State of New York, and the invalidity or unenforceability of any specific provision hereof shall in no way effect the validity or enforceability of any other provision.

IN WITNESS WHEREOF, the parties hereto have signed their names on the day and year first written.

FOR THE DISTRICT

Assistant Superintendent


Christine Tinnesz, Ed.D.
School Board President


Jeffrey Petrus
Assistant Superintendent

ASSISTANT SUPERINTENDENT FOR PERSONNEL AND PUPIL SERVICES EMPLOYMENT CONTRACT BETWEEN

DEAN RAMIREZ AND THE ORCHARD PARK CENTRAL SCHOOL DISTRICT

THIS CONTRACT is entered into on the day of 6th day of July, 2021, between THE ORCHARD PARK CENTRAL SCHOOL DISTRICT, Erie County, New York (hereinafter the "District"), and DEAN RAMIREZ, residing at X [REDACTED]

(hereinafter the "Assistant Superintendent").

The District pursuant to the applicable provisions of the New York State Education Law, and in accordance with a resolution duly moved, seconded and adopted at a meeting of its Board of Education held on July 6, 2021, approved the employment of DEAN RAMIREZ as an Assistant Superintendent in accordance with the terms and conditions of this contract, and the Assistant Superintendent desires to be employed by the District in accordance with the terms and conditions of this contract, the parties in consideration of the mutual promises contained in this contract, agree to the following:

Term: The term of this Contract shall be for the period commencing on August 9, 2021 and will continue in force through June 30, 2026, unless further extended or sooner terminated in accordance with applicable law or as hereinafter provided.

It is specifically understood and agreed that the expiration of this Contract will not affect the Assistant Superintendent. ~~It states the duties and responsibilities of the Assistant Superintendent shall be those set forth in the job description for the Assistant Superintendent as the same may be revised from time to time by the Board of Education or the Superintendent of Schools.~~

2. **Snow Day Reporting:** The Assistant Superintendent may be requested to report to work, assuming safe travel conditions and no extenuating child care needs for the

Assistant Superintendent. The determination of whether the Assistant Superintendent is able to report shall be left to the Assistant Superintendent's professional judgment, in consultation with the Superintendent.

3. **Certification:** The Assistant Superintendent shall possess a valid certificate to act as an Assistant Superintendent of Schools in the State of New York during the term of his employment with the District. Inability to produce the certificate upon the request of the Superintendent shall result in the automatic termination of this Contract.
4. **Compensation:** The District shall pay the Assistant Superintendent an annual (pro-rated) salary of \$150,000 for the period of July 1, 2021 – June 30, 2022. The District shall increase the base pay of the Assistant Superintendent on an annual basis the following percentage(s) on:

- (a) July 1, 2022- 2.9%
- (b) July 1, 2023- 2.9%
- (c) July 1, 2024- 2.9%
- (d) July 1, 2025- 2.9%

5. Performance Evaluation: The Superintendent will prepare a written, annual evaluation of the Assistant Superintendent's overall performance.
6. Other Benefits of Employment: In addition to the annual gross salary specified in paragraph "4" of this Contract, the Assistant Superintendent shall be entitled to receive the following benefits. These benefits will be pro-rated for partial year service:

(a) Health Insurance. The District shall continue to make available to the Assistant Superintendent:

- (1) Single or family coverage, as the circumstances of the Assistant Superintendent warrant, provided by a district- designated carrier.
- (2) The designated carrier initially will be Blue Cross and Blue Shield (BCBS) and the base plan will be BCBS Point of Service (POS). The POS plan will include a \$15 office visit co-pay, a three tier Rx co-pay structure of \$7/\$25/\$40, zero co-pay for children doctor visits, inpatient hospitalization covered in full, one co-pay for a ninety- day supply of mail order Rx, a \$250 lifestyle benefit, 25/25 dependent/student coverage, and guest membership benefits.

The employee will pay the following monthly premiums for this plan as outlined below, with the District paying the remaining premium monthly:

- 2021 - 22 - 15%
- 2022 - 23 - 15%
- 2023 - 24 - 16%
- 2024 - 25 - 16%
- 2025 - 26 - 17%

The employee payment will be made through payroll deduction unless the Assistant Superintendent notifies the payroll office in writing that employee payments will be made in advance through deductions from the benefit outlined in section 6 (b) or direct employee payments to the business office.

The Assistant Superintendent may enroll in the BCBS Traditional Plan or the BCBS Preferred Provider Organization (PPO) Plan selected by the District, provided the Assistant Superintendent pays the difference in premium costs between the above described BCBS POS Plan and the premium cost of said Traditional or PPO Plan.

The District will have the option of providing equal or better coverage than that specified above through another carrier(s). The District shall be responsible for keeping health insurance in force and to pay the monthly premium for the applicable coverage while the Assistant Superintendent is on the District's active payroll and in accordance with the terms of this contract.

The Assistant Superintendent shall be responsible for payment of his portion of the monthly premium for health insurance if applicable or required.

- (b) The District will provide the Assistant Superintendent with an annual benefit of \$7,000 that may be deposited into the Assistant Superintendent's 105h account, 403-b account, or be used to offset the Assistant Superintendent's health insurance premium contribution. By May 1 of each year, the Assistant Superintendent shall notify the Personnel Office the amount to be deposited into each of the possible options.
- (c) Life Insurance. The District shall reimburse up to \$400 per year for term life insurance to be purchased directly by the Assistant Superintendent, or if requested in writing by the Assistant Superintendent, the District will provide a group term life insurance plan for the Assistant Superintendent in the amount of One Hundred Thousand (\$100,000) dollars.
- (d) Professional Expenses. The Assistant Superintendent is authorized to incur reasonable and necessary expenses up to Two Thousand Five Hundred (\$2,500) Dollars per year for attendance at professional meetings and conferences at local, state or national levels as approved by the Superintendent of Schools. Such expenses will be paid by the District upon presentation by the Assistant Superintendent of an itemized account of such expenditures. He shall suffer no loss in pay while attending such meetings or conferences. This shall be addition to travel expenses involved in attending such conferences.
- (e) Professional Dues and Growth. The Assistant Superintendent is authorized to incur reasonable and necessary expenses up to One Thousand (\$1,000) per fiscal year for professional growth materials and activities to enhance the performance of the responsibilities of his position. Such expenses will be paid by the District upon presentation by the Assistant Superintendent of an itemized account of such expenditures approved by the Superintendent.
- (f) Vacation. During each fiscal year, the Assistant Superintendent shall be entitled to twenty-five (25) work days off without loss of pay as vacation. Vacation days shall be granted with approval of the Superintendent. The Assistant Superintendent shall be entitled to accrue (carryover) all vacation days not used before June 30th of each year up to a maximum of ninety (90) days. In the event the Assistant Superintendent has unused, accumulated vacation leave at the end of any given year of his employment hereunder, he may, at his option, be paid at that time for up to ten (10) days thereof at the rate of 1/200th of his then current annual salary.

Vacation Conversion at Retirement: Any unused and accrued vacation days at the time of retirement by the Assistant Superintendent may be returned to the District for a monetary reimbursement, computed using a valuation of 1/200th of his then current annual salary for each day so returned. Such monetary reimbursement will be held by the district and used to pay for the Assistant Superintendent's (and/or surviving spouse) share of health care insurance costs during retirement (see section 71-1 below), provided the Assistant Superintendent participates in the District health insurance plan at least thirty (30) days prior to retirement, or, at the Assistant

Superintendent's discretion, the funds may be placed in a 403(b)/105(h) account as directed by the Assistant Superintendent. If the Assistant Superintendent does not participate in the District health insurance plan at least thirty (30) days prior to retirement such money shall be placed into a 403(b) or 105(h) account (see 7b) for the Assistant Superintendent's (and/or surviving spouses) use following the retirement of the Assistant Superintendent.

- (g) Holidays. An Assistant Superintendent shall be entitled to take each of the following holidays which fall during his regular work schedule without loss of salary:

Independence Day	Christmas Day
Labor Day	Martin Luther King Day
Columbus Day	Patriot's Day
Veteran's Day	New Year's Day
Thanksgiving Day	Good Friday
Day after Thanksgiving Day	Memorial Day
Day before Christmas	

- (h) Sick Leave.

The Assistant Superintendent shall be credited with his current sick leave accrual earned upon the effective date of this Agreement.

Upon entrance to the District, the Assistant Superintendent will be credited with 75 sick days. The Assistant Superintendent will not accrue additional sick days until the 2024-25 school year. Thereafter, the Assistant Superintendent shall be credited with twenty-five (25) sick leave days. Unused sick leave days may be accumulated and carried forward into succeeding years, but not to exceed a total of two hundred forty (240) such days.

1. The Assistant Superintendent may use sick leave days when he is unable to work because he has sustained an injury or he is ill.
2. The Assistant Superintendent may use his sick leave days when he needs to be absent to care for member of his immediate family who is ill or injured. As used in this subparagraph (4), immediate family includes only the Assistant Superintendent's spouse, child, parent, brother, sister, grandchild, grandparent, parent-in-law, or another relative who resides permanently in the Assistant Superintendent's household. The Assistant Superintendent may for this purpose may use seven days in a fiscal year, unless given permission to use more days by the Superintendent.
3. The Assistant Superintendent may use five (5) sick leave days per occasion for the purpose of attending the funeral of a member of his family and for the purpose of taking care of related matters. For the purposes of this subparagraph immediate family includes only the Assistant Superintendent's spouse, child, parent, parent- in-law, brother, sister, grandparent, and grandchild or other person for whom he can prove to the satisfaction of the Superintendent direct responsibility.
4. The Assistant Superintendent may use up to five (5) sick leave days in one fiscal year for: personal business which cannot be conducted outside of work hours; (b) matters of an emergency nature; or (c) religious observance

to the extent necessary to make a reasonable accommodation to the Assistant Superintendent's religious beliefs. The Assistant Superintendent shall give the Superintendent at least one days' notice of the need to use a sick leave day for one of these purposes, but this notice requirement need not be met when the purpose for the leave is an emergency, in which case he shall give the Superintendent as much notice as is reasonable under the circumstances.

- (i) **Benefits After Retirement.** Upon becoming eligible to retire in accordance with the regulations of the New York State Teachers' Retirement System, and having been employed by the District a minimum of five (5) years of active service, and having provided at least a sixty (60) day written notification of his retirement to the Superintendent, the Assistant Superintendent shall be entitled to the following life benefit.

- 1. **Health Insurance.** District will annually provide fifty percent (50%) of the cost of family or single coverage, as the circumstances of the Assistant Superintendent then dictate.

The annual health benefit (based upon service years) provided will be computed by multiplying the specified percentage times that year's annual premium cost for the district's base health care insurance plan (currently BCBS POS 204, see 7a-2). If the Assistant Superintendent does not participate in the District health insurance plan at least thirty (30) days prior to retirement or if the Assistant Superintendent drops district coverage after retirement such money shall be annually placed into a 105(h) account (see 7b) for the Assistant Superintendent's (and/or surviving spouse) use.

An additional five percent (5%) will be paid by the District for every year of service provided beyond the five years to a maximum of seventy-five percent (75%) annual post-retirement benefit. Service for less than a partial year will be prorated.

Assistant Superintendent and spouse must enroll in Medicare upon first eligibility and may participate in a District provided Medicare Advantaged plan.

- 1. The percentage District contribution and conditions described above may not be changed or altered either negatively or positively, at any point after the Assistant Superintendent retires.
 - 2. In the event the Assistant Superintendent participates in a retirement incentive the sixty (60) days notification period shall be waived, as the circumstances dictate.
 - 3. In any event, upon retirement the Assistant Superintendent agrees to remain employed on a per diem basis at 11200th of his then current salary for up to sixty (60) days, in order to afford an effective and efficient transition for his successor.

- (j) **Jury Duty.** Upon being required to serve on a jury, the Assistant Superintendent shall be allowed do so without loss of pay provided he meets each of the following

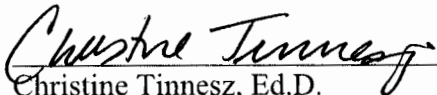
conditions:

- i. He notifies the Superintendent not later than the first work day after the day he receives the summons for jury duty.
 - ii. He cooperates with the District in seeking to have duty delayed to a time more convenient to the District.
 - iii. He reports for duty on days or parts of days during which he is not actually required to serve.
- (k) Other Leaves. The District may authorize other leaves, with or without pay, to the Assistant Superintendent after he has exhausted his vacation and sick leave days.
- (l) Additional Duty Days. The Assistant Superintendent shall be entitled to be compensated for up to fifteen (15) additional duty days for assignments, projects, programs or other work implemented by the Assistant Superintendent that falls outside of the normal scope of the Assistant Superintendent's job duties. The rate of pay shall be 1/200th of the Assistant Superintendent's then current annual salary.
- (m) Access to Personnel File. The Assistant Superintendent shall have access during regular central office business hours to the personnel file maintained in the central office concerning his employment with the District. He shall be permitted to review the entire contents of that file except confidential reference materials in the presence of another District official. He shall have the right to make copies of any materials contained therein and shall have the right to file a response to any materials contained therein.
- (n) Performance of Work Functions Away from School. At times it may be desirable or necessary for the Assistant Superintendent to perform functions of his position away from school facilities. Thus, the Assistant Superintendent may schedule his work during school recesses according to the responsibilities to be fulfilled. The Assistant Superintendent should request approval from the Superintendent for the use of such days.
- (o) At no time during the term of this Contract will the District reduce any of the benefits herein provided for the Assistant Superintendent.
- (p) Defense and Indemnification. To the extent required by law, the District will provide legal counsel to defend and will indemnify the Assistant Superintendent against all uninsured financial loss arising out of any claim, demand, suit or judgment (i.e. the final decision of a court or other competent tribunal resolving the dispute and determining the rights and obligations of the parties thereto) by reason of alleged negligence resulting in body or other injury to any person or damage to the property of any person committed in the course and scope of the Assistant Superintendent's employment by the District.
- (q) Other work. The Assistant Superintendent shall devote his full- time skill, labor and attention to the discharge of his duties to the District during the term of this Contract: provided, however that the Assistant Superintendent, upon prior and continuing approval of the Superintendent, may undertake consultative work, speaking, engagements, writing, lecturing, teaching or other professional duties and obligations, with or without remuneration.

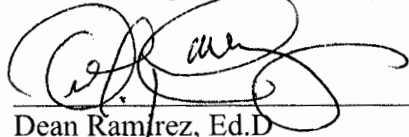
- (r) Termination by Agreement between Assistant Superintendent and District. Either party may terminate this Contract as provided by law, or upon mutually acceptable terms expressed in a written Termination Agreement.
- (s) Written Agreement. This Contract shall continue in full force and effect for the term expressed herein, unless otherwise terminated, modified or extended in accordance with the above specified provisions, or by another agreement in writing between the parties.
- (t) Severability. This Contract shall be governed by the laws of the State of New York, and the invalidity or unenforceability of any specific provision hereof shall in no way effect the validity or enforceability of any other provision.

IN WITNESS WHEREOF, the parties hereto have signed their names on the day and year first written.

FOR THE DISTRICT


Christine Tinnesz, Ed.D.
Board President

Assistant Superintendent


Dean Ramirez, Ed.D.
Assistant Superintendent

**ASSISTANT SUPERINTENDENT FOR CURRICULUM, INNOVATION, AND PUPIL
SERVICES EMPLOYMENT CONTRACT BETWEEN**

SARAH M. HORNUNG

AND

THE ORCHARD PARK CENTRAL SCHOOL DISTRICT

THIS CONTRACT is entered into on the 1ST day of AUGUST, 2023, between THE ORCHARD PARK CENTRAL SCHOOL DISTRICT, Erie County, New York (hereinafter the "District"), and SARAH M. HORNUNG, (hereinafter the "Assistant Superintendent").

The District pursuant to the applicable provisions of the New York State Education Law, and in accordance with a resolution duly moved, seconded and adopted at a meeting of its Board of Education held on July 31, 2023, approved the continued employment of SARAH M. HORNUNG as an Assistant Superintendent in accordance with the terms and conditions of this contract, and the Assistant Superintendent desires to be employed by the District in accordance with the terms and conditions of this contract, the parties in consideration of the mutual promises contained in this contract, agree to the following:

Term: The term of this Contract shall be for the period commencing on July 1, 2023, and continue in force through June 30, 2026, unless further extended or sooner terminated in accordance with applicable law or as hereinafter provided.

It is specifically understood and agreed that the expiration of this Contract will not affect the Assistant Superintendent's status as a tenured employee.

1. Duties: The duties and responsibilities of the Assistant Superintendent shall be those set forth in the job description for the Assistant Superintendent as the same may be revised from time to time by the Board of Education or the Superintendent of Schools.
2. Snow Day Reporting: The Assistant Superintendent may be requested to report to work, assuming safe travel conditions and no extenuating child care needs for the Assistant Superintendent.

The determination of whether the Assistant Superintendent is able to report shall be left to the Assistant Superintendent's professional judgment, in consultation with the Superintendent.

3. Certification: The Assistant Superintendent shall possess a valid certificate to act as an Assistant Superintendent of Schools in the State of New York during the term of her employment with the District. Inability to produce the certificate upon the request of the Superintendent shall result in the automatic termination of this Contract.

4. Compensation: The District shall pay the Assistant Superintendent an annual (pro-rated) salary of \$157,000 for the period of July 1, 2023 -June 30, 2024. The District shall increase the base pay of the Assistant Superintendent on an annual basis the following percentage(s) on
 - (a) July 1, 2024 – 2.9%
 - (b) July 1, 2025 – 2.9%
5. Performance Evaluation: The Superintendent will prepare a written, annual evaluation of the Assistant Superintendent's overall performance.
6. Other Benefits of Employment: In addition to the annual gross salary specified in paragraph "4" of this Contract, the Assistant Superintendent shall be entitled to receive the following benefits:

(a) Health Insurance. The District shall continue to make available to the Assistant Superintendent:

(1) Single or family coverage, as the circumstances of the Assistant Superintendent warrant, provided by a district- designated carrier.

(2) The designated carrier initially will be Blue Cross and Blue Shield (BCBS) and the base plan will be BCBS Point of Service (POS). The POS plan will include a \$15 office visit co-pay, a three tier Rx co-pay structure of \$7/\$25/\$40, zero co-pay for children doctor visits, inpatient hospitalization covered in full, one co-pay for a ninety-day supply of mail order Rx, a \$250 lifestyle benefit, 25/25 dependent/student coverage, and guest membership benefits.

The employee will pay the following monthly premiums for this plan as outlined below:

- 2023-24 employee to pay 16%
- 2024-25 employee to pay 16%
- 2025-26 employee to pay 17%

The employee payment will be made through by payroll deduction unless the Assistant Superintendent notifies the payroll office in writing that employee payments will be made in advance through deductions from the Benefit outlined in section 6 (b) or direct employee payments to the business office.

The Assistant Superintendent may enroll in the BCBS Traditional Plan or the BCBS Preferred Provider Organization (PPO) Plan selected by the District, provided the Assistant Superintendent pays the difference in premium costs between the above described BCBS POS Plan and the premium cost of said Traditional or PPO Plan.

The District will have the option of providing equal or better coverage than that specified above through another carrier(s). The District shall be responsible for keeping health insurance in force and to pay the monthly premium for the applicable coverage while the Assistant Superintendent is on the District's active payroll and in accordance with the terms of this contract.

The Assistant Superintendent shall be responsible for payment of her portion of the monthly premium for health insurance if applicable or required.

- (b) The District will provide the Assistant Superintendent with an annual benefit of \$7,000 that may be deposited into the Assistant Superintendent's 105h account, 403-b account, or be used to offset the Assistant Superintendent's health insurance premium contribution. By May 1 of each year, the Assistant Superintendent shall notify the personnel Office the amount to be deposited into each of the possible options.
- (c) Life Insurance. The District shall reimburse up to \$400 per year for term life insurance to be purchased directly by the Assistant Superintendent, or if requested in writing by the Assistant Superintendent, the District will provide a group term life insurance plan for the Assistant Superintendent in the amount of One Hundred Thousand (\$100,000) dollars.
- (d) Professional Expenses. The Assistant Superintendent is authorized to incur reasonable and necessary expenses up to Two Thousand Five Hundred (\$2,500) Dollars per year for attendance at professional meetings and conferences at local, state or national levels as approved by the Superintendent of Schools. Such expenses will be paid by the District upon presentation by the Assistant Superintendent of an itemized account of such expenditures. She shall suffer no loss in pay while attending such meetings or conferences. This shall be addition to travel expenses involved in attending such conferences.
- (e) Professional Dues and Growth. The Assistant Superintendent is authorized to incur reasonable and necessary expenses up to One Thousand (\$1,000) per fiscal year for professional growth materials and activities to enhance the performance of the responsibilities of her position. Such expenses will be paid by the District upon presentation by the Assistant Superintendent of an itemized account of such expenditures approved by the Superintendent.

- (f) Vacation. During each fiscal year, the Assistant Superintendent shall be entitled to twenty-five (25) work days off without loss of pay as vacation. Vacation days shall be granted with approval of the Superintendent. The Assistant Superintendent shall be entitled to accrue (carryover) all vacation days not used before June 30th of each year up to a maximum of ninety (90) days. In the event the Assistant Superintendent has unused, accumulated vacation leave at the end of any given year of her employment hereunder, she may, at her option, be paid at that time for up to ten (10) days thereof at the rate of 1/200th of her then current annual salary.

Vacation Conversion at Retirement: Any unused and accrued vacation days at the time of retirement by the Assistant Superintendent may be returned to the District for a monetary reimbursement, computed using a valuation of 1/200th of her then current annual salary for each day so returned. Such monetary reimbursement will be held by the district and used to pay for the Assistant Superintendent's (and/or surviving spouse) share of health care insurance costs during retirement (see section 71-1 below), provided the Assistant Superintendent participates in the District health insurance plan at least thirty (30) days prior to retirement, or at the Assistant Superintendent's discretion, the funds may be placed in a 403(b)/105(h) account as directed by the Assistant Superintendent. If the Assistant Superintendent does not participate in the District health insurance plan at least thirty (30) days prior to retirement such money shall be placed into a 403(b) or 105(h) account (see 7b) for the Assistant Superintendent's (and/or surviving spouses) use following the retirement of the Assistant Superintendent.

- (g) Holidays. An Assistant Superintendent shall be entitled to take each of the following holidays which fall during her regular work schedule without loss of salary:

Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
Day before Christmas
Christmas Day
Martin Luther King Day
Patriot's Day
New Year's Day
Good Friday
Memorial Day
Juneteenth Holiday

(h) Sick Leave.

Upon appointment as the Assistant Superintendent she will be credited with 75 sick days. The Assistant Superintendent will not accrue additional sick days until the 2026-27 school year. Thereafter, the Assistant Superintendent shall be credited with twenty-five (25) sick leave days. Unused sick leave days may be accumulated and carried forward into succeeding years, but not to exceed a total of two hundred forty (240) such days. The Assistant shall be credited with her current sick leave accrual earned upon the effective date of this Agreement.

1. The Assistant Superintendent may use sick leave days when she is unable to work because he has sustained an injury or she is ill.
2. The Assistant Superintendent may use her sick leave days when she needs to be absent to care for member of her immediate family who is ill or injured. As used in this subparagraph (4), immediate family includes only the Assistant Superintendent's spouse, child, parent, brother, sister, grandchild, grandparent, parent-in-law, or another relative who resides permanently in the Assistant Superintendent's household. The Assistant Superintendent may not use more than seven (7) sick leave days for this purpose in a fiscal year, unless given permission to use more days by the Superintendent.
3. The Assistant Superintendent may use five (5) sick leave days per occasion for the purpose of attending the funeral of a member of her family and for the purpose of taking care of related matters. For the purposes of this subparagraph immediate family includes only the Assistant Superintendent's spouse, child, parent, parent-in-law, brother, sister, grandparent, and grandchild or other person for whom she can prove to the satisfaction of the Superintendent direct responsibility.
4. The Assistant Superintendent may use up to five (5) sick leave days in one fiscal year for: personal business which cannot be conducted outside of work hours; (b) matters of an emergency nature; or (c) religious observance to the extent necessary to make a reasonable accommodation to the Assistant Superintendent's religious beliefs. The Assistant Superintendent shall give the Superintendent at least one (1) days' notice of the need to use a sick leave day for one of these purposes, but this notice requirement need not be met when the purpose for the leave is an emergency, in which case she shall give the Superintendent as much notice as is reasonable under the circumstances.

- (i) **Benefits After Retirement.** Upon becoming eligible to retire in accordance with the regulations of the New York State Teachers' Retirement System, and having been employed by the District a minimum of five (5) years of active service, and having provided at least a sixty (60) day written notification of her retirement to the Superintendent, the Assistant Superintendent shall be entitled to the following life benefit.

1. **Health Insurance.** District will annually provide fifty percent (50%) of the cost of family or single coverage, as the circumstances of the Assistant Superintendent then dictate.

The annual health benefit (based upon service years) provided will be computed by multiplying the specified percentage times that year's annual premium cost for the district's base health care insurance plan (currently BCBS POS 204, see 7a-2). If the Assistant Superintendent does not participate in the District health insurance plan at least thirty (30) days prior to retirement or if the Assistant Superintendent drops district coverage after retirement such money shall be annually placed into a 105(h) account (see 7b) for the Assistant Superintendent's (and/or surviving spouse) use.

An additional five percent (5%) will be paid by the District for every year of service provided beyond the five years to a maximum of seventy-five percent (75%) annual post-retirement benefit. Service for less than a partial year will be prorated.

Assistant Superintendent and spouse must enroll in Medicare upon first eligibility and may participate in a District provided Medicare Advantaged plan.

1. The percentage District contribution and conditions described above may not be changed or altered either negatively or positively, at any point after the Assistant Superintendent retires.
2. In the event the Assistant Superintendent participates in a retirement incentive the sixty (60) days notification period shall be waived, as the circumstances dictate.
3. In any event, upon retirement the Assistant Superintendent agrees to remain employed on a per diem basis at 1/200th of her then current salary for up to sixty (60) days, in order to afford an effective and efficient transition for her successor.

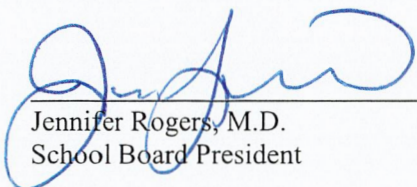
- (j) **Jury Duty.** Upon being required to serve on a jury, the Assistant Superintendent shall be allowed do so without loss of pay provided she meets each of the following conditions:

- (1) She notifies the Superintendent not later than the first work day after the day she receives the summons for jury duty.
 - (2) She cooperates with the District in seeking to have duty delayed to a time more convenient to the District.
 - (3) She reports for duty on days or parts of days during which she is not actually required to serve.
- (k) Other Leaves. The District may authorize other leaves, with or without pay, to the Assistant Superintendent after she has exhausted her vacation and sick leave days.
- (l) Additional Duty Days. The Assistant Superintendent shall be entitled to be compensated for up to fifteen (15) additional duty days for assignments, projects, programs or other work implemented by the Assistant Superintendent that falls outside of the normal scope of the Assistant Superintendent's job duties. The rate of pay shall be 1/200th of the Assistant Superintendent's then current annual salary.
- (m) Access to Personnel File. The Assistant Superintendent shall have access during regular central office business hours to the personnel file maintained in the central office concerning her employment with the District. She shall be permitted to review the entire contents of that file except confidential reference materials in the presence of another District official. She shall have the right to make copies of any materials contained therein and shall have the right to file a response to any materials contained therein.
- (n) Performance of Work Functions Away From School. At times it may be desirable or necessary for the Assistant Superintendent to perform functions of her position away from school facilities. Thus, the Assistant Superintendent may schedule her work during school recesses according to the responsibilities to be fulfilled. The Assistant Superintendent should request approval from the Superintendent for the use of such days.
- (o) At no time during the term of this Contract will the District reduce any of the benefits herein provided for the Assistant Superintendent.

- (p) Defense and Indemnification. To the extent required by law, the District will provide legal counsel to defend and will indemnify the Assistant Superintendent against all uninsured financial loss arising out of any claim, demand, suit or judgment (i.e. the final decision of a court or other competent tribunal resolving the dispute and determining the rights and obligations of the parties thereto) by reason of alleged negligence resulting in body or other injury to any person or damage to the property of any person committed in the course and scope of the Assistant Superintendent's employment by the District.
- (q) Other work. The Assistant Superintendent shall devote her full-time skill, labor and attention to the discharge of her duties to the District during the term of this Contract: provided, however that the Assistant Superintendent, upon prior and continuing approval of the Superintendent, may undertake consultative, work, speaking, engagements, writing, lecturing, teaching or other professional duties and obligations, with or without remuneration.
- (r) Termination by Agreement between Assistant Superintendent and District. Either party may terminate this Contract as provided by law, or upon mutually acceptable terms expressed in a written Termination Agreement.
- (s) Written Agreement. This Contract shall continue in full force and effect for the term expressed herein, unless otherwise terminated, modified or extended in accordance with the above specified provisions, or by another agreement in writing between the parties.
- (t) Severability. This Contract shall be governed by the laws of the State of New York, and the invalidity or unenforceability of any specific provision hereof shall in no way effect the validity or enforceability of any other provision.

IN WITNESS WHEREOF, the parties hereto have signed their names on the day and year first written.

FOR THE DISTRICT

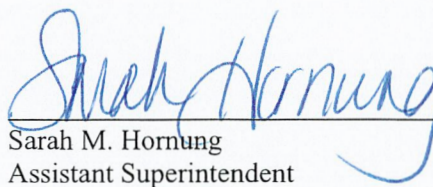


Jennifer Rogers, M.D.
School Board President

7/31/2023

Date

ASSISTANT SUPERINTENDENT



Sarah M. Hornung
Assistant Superintendent

7/31/2023

Date