

BOE approved
5/21/2024

SALARY AND BENEFITS AGREEMENT

AGREEMENT dated this 11th day of June, 2024 between the **BOARD OF EDUCATION OF THE NORTH MERRICK UNION FREE SCHOOL DISTRICT** (hereinafter referred to as "Board" or "District") and **MARIE DONNELLY**, Assistant Superintendent for Business and Operations (hereinafter referred to as "Assistant Superintendent"), residing at 2 Twisting Lane, Wantagh, New York 11793.

WHEREAS, on May 21, 2024, the Board of Education appointed Marie Donnelly as Assistant Superintendent for Business and Operations effective July 1, 2024; and

WHEREAS, the Board has been advised that it is legally permissible for the Board to contractually obligate itself to provide the terms and conditions of employment more particularly described herein; and

WHEREAS, both parties acknowledge that the termination of employment of the Assistant Superintendent, her employment status as a probationary employee, and whether she will be granted tenure at the conclusion of her probationary period, are subject solely to the procedures set forth at length in various provisions of the Education Law of the State of New York and nothing herein contained shall be deemed to have modified the foregoing in any respect; and

WHEREAS, the parties mutually agree upon the terms and conditions of the employment of the Assistant Superintendent, as follows:

1. **Effective Date:**

This Agreement shall be effective on July 1, 2024.

2. **Certification:**

The Assistant Superintendent represents that she currently possesses and agrees that she shall continue to possess a valid certificate to act as a School District Administrator within the State of New York at all times during the term of this Agreement.

3. **Duties:**

The Assistant Superintendent agrees, that under the Superintendent of Schools' direction, she shall perform all of the services and duties imposed by law, rule or regulation upon the Assistant Superintendent for Business and Operations by the State of New York, as well as those imposed by the Board's policies, by-laws, rules and regulations. During the term of this Agreement, the Assistant Superintendent shall devote her full time, good faith, best efforts, skill, labor and attention to her employment with the District.

4. **Salary:**

- (i) The Assistant Superintendent's annual base salary for the 2024-2025 school year shall be Two Hundred Ten Thousand (\$210,000) Dollars. Thereafter, the Assistant Superintendent's salary shall be established by the Board of Education, upon recommendation of the Superintendent of Schools. However, in no event shall the Employee's annual salary in any school year be less than the annual salary set for the previous year. The Assistant Superintendent's salary shall be paid in equal installments on the customary pay days for central office staff, during each of the twelve (12) months of each school year. Deductions as required by law shall be taken from these payments.
- (ii) The following longevity stipends will be paid to the Assistant Superintendent. The longevity stipend will be included in the base salary and will be paid in the year following the respective year of service: After ten (10) years of service, \$2,500. After 15 years of service: \$1,000.
- (iii) Upon the granting of tenure, the base salary of the Assistant Superintendent shall be increased by \$5,000 prior to the application of the percentage increase set forth in paragraph "i" above.

5. **Cell Phone:**

- (i). The Assistant Superintendent shall be entitled to a personal cell phone stipend in the amount of Fifty (\$50.00) Dollars per month. The personal cell phone stipend does not constitute an increase in base pay, nor will it be included in the calculation of percentage increases to base pay.
- (ii). The Assistant Superintendent will be responsible for choosing her own equipment and voice and/or data plan, as well as her carrier. The District does not accept any liability for claims, charges or disputes between the service provider and the Assistant Superintendent. The Assistant Superintendent is also personally responsible for the equipment. Any replacement for loss or damage will be at the expense of the Assistant Superintendent.
- (iii). The Assistant Superintendent must continue to maintain the cell phone while in receipt of the stipend. Use of the cell phone in any manner contrary to local, State or Federal laws will constitute misuse, and will result in immediate termination of the stipend.

6. **Auto Mileage:**

The Assistant Superintendent shall receive a transportation allowance according to IRS regulations when she is required in the course of her work to drive a personal automobile for school business.

7. **Work Year:**

The work year for the Assistant Superintendent is twelve (12) months.

8. **Insurance:**

A. The Assistant Superintendent may elect to participate in a District chosen health insurance plan which shall be equal to or better than the New York State Empire Plan currently provided by the District.

B. The Assistant Superintendent shall have the option to withdraw from participation in the Health Insurance Plan or change coverage from family to individual.

- (i). If the Assistant Superintendent exercises these options, she must notify the District in writing, by May 1st of her intentions.
- (ii). If the Assistant Superintendent elects to "opt-out" of the Health Insurance program, she shall receive a benefit of \$7,400 for family coverage and \$2,600 for individual coverage.
- (iii). If the Assistant Superintendent has withdrawn from the District's Health Insurance Plan, she shall, upon request, be reinstated to coverage under the District's Health Insurance Plan subject to the rules and regulations of the Health Insurance Plan in effect. If the Assistant Superintendent requests reinstatement during a school year, she shall receive a prorated portion of the amount designated in Subsection ii above. This change can be made once a year.

C. The Board shall provide individual dental coverage for the Assistant Superintendent equal to or better than the Current Plan provided to the Assistant Superintendent. Family dental coverage shall be made available at the Assistant Superintendent's cost.

D. The District shall provide a disability insurance plan at the Assistant Superintendent's cost and shall provide benefits equal to sixty percent (60%) of the basic monthly salary to a maximum of \$1,500 per month up the age of 65 in the event of a disability.

E. The District shall provide the Assistant Superintendent with the opportunity to participate in a Flexible Benefit Plan, pursuant to IRS section 125, for the purpose of salary reduction for the payment of health premiums and additions options.

F. The health insurance contribution of the annual premium paid by the Assistant Superintendent during active employment shall be twenty percent (20%) effective July 1, 2024.

G. Health Insurance in Retirement:

- (i). After giving proper notice in writing to the District of the Assistant Superintendent's intention to retire and also proper written notice to the New York State Teachers' Retirement System ("NYSTRS") which, is approved, the Board shall pay into retirement sixty-five percent (65%) of individual Health

insurance and if applicable, fifty percent (50%) of family Health insurance as of the date of retirement.

(ii). If the Assistant Superintendent meets the criteria above and has completed 10 years of service to the District, the Board shall pay into retirement seventy percent (70%) of individual Health insurance and if applicable, fifty percent (50%) of family health insurance.

(iii). If the Assistant Superintendent meets the criteria stated above and has completed 20 years of service to the District, the Board shall pay into retirement seventy-five percent (75%) of individual Health insurance and if applicable, fifty percent (50%) of family health insurance.

9. **Vacations, Holidays, Leaves and Absences:**

A. **Vacation:**

(i). The Assistant Superintendent shall be entitled to twenty-five (25) full vacation days ("vacation allotment") per fiscal year, the scheduling of which shall be based upon the Superintendent's prior approval.

(ii). At the option of the Assistant Superintendent, she may be reimbursed at the end of the fiscal year, on a per diem basis for the amount of vacation days not taken, not to exceed eleven (11) days in any said year. Payment shall be based on $1/240^{\text{th}}$ per day of the then current annual salary.

(iii). No vacation days shall be carried forward from one fiscal year to the next.

(iv). The vacation allotment shall be credited as of the start of the term of this Agreement. However, if the Assistant Superintendent separates from employment with the District prior to June 30th of any school year, the vacation allotment shall be prorated according to the Assistant Superintendent's actual time of service during the term of this Agreement ("prorated vacation allotment"). If at the time of separation from employment, the Assistant Superintendent has taken paid vacation in excess of the prorated vacation allotment ("excess vacation allotment"), the Assistant

Superintendent shall reimburse the District the amount of money paid to the Assistant Superintendent for the excess vacation allotment ("reimbursement amount"); said reimbursement amount will be calculated by multiplying the number of days of excess vacation allotment by $1/240^{\text{th}}$ of her then rate of pay. The District shall withhold the reimbursement amount from the Assistant Superintendent's final paycheck. If the reimbursement amount equals more than the amount of the final paycheck, the District shall withhold the final paycheck and in addition the Assistant Superintendent must pay the remainder of the reimbursement amount to the District.

B. Holidays:

The Assistant Superintendent will be afforded the holidays and school recess periods as scheduled on the school calendar.

C. Leaves and Absences:

(i). Sick Leave

(a) The Assistant Superintendent shall be allowed twelve (12) days sick leave in each school year, without loss of salary, plus accumulated sick leave unused by the Assistant Superintendent in any prior school year or years in the District. In no event shall the accumulated leave exceed 180 days, excluding the twelve (12) days of the current year.

(b) Sick leave used during the current year shall not be replenished by unused leave from prior years in excess of leave credited to the Assistant Superintendent in accordance with subparagraph (a) above.

(c) The Board shall notify the Assistant Superintendent by November 1st of each year as to the amount of accumulated sick leave credited to her.

(d) No use of sick leave shall be made except for bona fide illnesses of the Assistant Superintendent requiring her to absent herself from school. The Superintendent may require a statement or affidavit of the absentee or a medical certificate in respect to each such illness.

(ii). Sick Leave in Retirement

(a) After giving notice in writing to the Board of Education of intention to retire pursuant to a New York State Retirement Plan, the Assistant Superintendent shall be paid upon retirement, fifty percent (50%) of accumulated unused leave in the District to be paid at 1/240th of the current annual salary, with a maximum payout accumulation of 90 days, which payment shall be paid as a non-elective employer contribution to an IRC 403(b) plan.

(b). If death of the Assistant Superintendent should occur while in the District's employ, the estate or designated beneficiary of the deceased Assistant Superintendent shall receive such increase in salary that the deceased Assistant Superintendent was entitled to receive at the time of her death.

(iii). Personal and Bereavement Leave

(a) The Assistant Superintendent shall be allowed five (5) days leave without loss of salary in each school year for personal reasons. All unused personal days shall be accumulated as sick days. When days allowed for sick leave have expired due to illness, personal leave days may be substituted at the discretion of the Superintendent. However, in no event, shall unused personal days increase the maximum payout accumulation of 90 sick days in subparagraph 1(a) above.

(b) To qualify for personal leave, the Assistant Superintendent must certify, in writing on a prescribed District form, to the Superintendent that her personal reason is required, and that the business involved cannot be handled outside of regular working hours. In addition, except for emergencies, the Assistant Superintendent must submit her application for personal leave at least 24 hours before the intended taking of same.

(c) In addition to the five (5) days leave without loss of salary for personal reasons, the Assistant Superintendent shall be allowed up to two

(2) additional days leave without loss of salary for bereavement for loss of members of her family.

(iv). Leave for Medical Reasons

(a) If the Assistant Superintendent is or becomes tenured, and it is established by competent medical evidence that she is required to take a leave of absence for health reasons, the Board may consider granting a leave of absence, without pay, for a period not to exceed one school year.

(b) If the Assistant Superintendent is or becomes tenured, and it is established by competent medical evidence that she is required to take additional leave of absence time extending the initial leave provided in subparagraph (a) above, the Board shall consider granting a leave of absence, without pay, for a period not to exceed an additional school year.

(c) Until the Assistant Superintendent completes her probationary period and becomes tenured, unless otherwise provided by applicable Federal, State, and/or local law, rule, or regulation, she may receive only one medical leave of absence for a period not to exceed the end of the school year in which the leave is granted. If the Assistant Superintendent is unable to return at the end of the leave, the probationary appointment may be terminated.

(iv). Family Medical Leave (FMLA)

FMLA shall be granted in accordance with District Policy# 4152 as adopted.

10. Expense Reimbursement:

A. The District shall pay for all actual expenses of the Assistant Superintendent which are necessary and proper to the discharge of her duties, as approved by the Superintendent of Schools.

B. Memberships: The District shall pay for the Assistant Superintendent's membership dues in all professional organizations and subscriptions for professional journals appropriate to her position as approved by the Superintendent of Schools.

C. Meetings and Conferences: Upon prior approval of the Superintendent of Schools, the Assistant Superintendent may attend such conferences, conventions, and meetings pertaining to the duties of her position which she deems will be beneficial to the interests of the District, and the District shall reimburse her for all reasonable and necessary actual expenses related thereto.

11. **Indemnification:**

During the period of this Agreement the District will provide a defense and indemnity for all actions, claims, proceedings, suits or litigation brought against the Assistant Superintendent arising out of the scope of her employment with the District, to the extent that insurance coverage is not provided.

12. **Workers' Compensation:**

In the event that the Assistant Superintendent incurs a job-related disability which prevents her from performing the duties of her position, the District shall provide her with workers compensation benefits consistent with the Workers' Compensation Law. If the Assistant Superintendent becomes entitled to weekly benefits under the Workers' Compensation Law for any period for which she has received salary, including sick leave, the District shall be entitled to receive a credit against the Assistant Superintendent's salary for these weekly benefits.

13. **Jury Duty:**

In the event the Assistant Superintendent is required to perform jury duty, she shall receive her full pay from the District and shall waive the pay for jury duty service.

14. **Termination:**

This Agreement may be terminated by resignation or retirement of the Assistant Superintendent, which shall be submitted in writing to the Superintendent of Schools and Board of Education upon no less than thirty (30) days' notice. Termination by the District shall be governed by New York Education Law.

15. **No Guarantee of Employment:**

This Agreement shall in no way constitute a guarantee of employment to the Assistant Superintendent during or after the term of this Agreement in accordance with applicable law. Similarly, this Agreement shall not constitute any guarantee that the Board of Education will continue to maintain the position of Assistant Superintendent in accordance with applicable law.

16. **Severability Clause:**

If during the term of the contract, it is found that a specific clause of the contract is illegal under Federal or State law, the remainder of the contract not affected by such a ruling shall remain in full force and effect.

17. **Distinguished Educator:**

Consistent with and pursuant to Education Law §211-B (5)(a), the Assistant Superintendent shall cooperate fully with any distinguished educators appointed by the Commissioner of Education.

18. **Modifications:**

Changes to this contract must be mutually agreed upon by the Assistant Superintendent and the District.

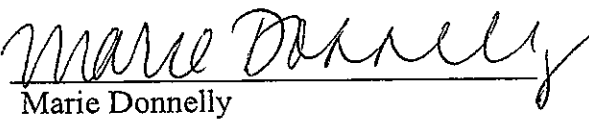
19. **Legislative Action:**

It is agreed by and between the parties that no provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds thereof, shall become effective until the appropriate legislative body has given approval.

IN WITNESS WHEREOF, the parties have duly executed this Agreement to the original Salary and Benefits Agreement, the day and year first written above.

NORTH MERRICK UNION FREE
SCHOOL DISTRICT

By: 
Megan C. Ryan, Board President

By: 
Marie Donnelly