

Motion by _____

Seconded by _____

Ayes _____ Nays _____ Abstain _____

BOARD ACTION

EXHIBIT II A-3

Action Date: May 10, 2022

Effective Date: July 1, 2022

Action: Be it RESOLVED, that the Board of Education hereby approves the Superintendent's Contract (3 years).

Cost Analysis:

3.85% increase for 2022-2023

2024-2025 \$122,680.00

2023-2024 \$118,132.00

2022-2023 \$113,752.00

2021-2022 \$109,535.34

2020-2021 - \$106,087.50

2019-2020 - \$102,500.00

EDINBURG COMMON SCHOOL DISTRICT SUPERINTENDENT/PRINCIPAL CONTRACT

This agreement is made this 10th day of May 2022, by and between, the Edinburg Common School District, hereinafter referred to as "District", by its Board of Trustees; and Michelle Ellis, hereinafter referred to as "Superintendent".

NOW, THEREFORE, the parties do promise and agree as follows:

1. The Superintendent is hereby appointed and employed as Superintendent of the Edinburg Common School District for a term of three (3) years, commencing July 1, 2022 and expiring June 30, 2025, unless renewed or extended in writing or terminated as provided herein. In addition, the Superintendent shall act as the Principal for the District.

2. The Superintendent shall perform all the duties of and possess all of the authority now or hereafter imposed upon or granted to a Superintendent of Schools under the provisions of the Education Law or other statute of the State of New York, and by rule or regulation of the Commissioner of Education.

Without limiting the foregoing, the Board acknowledges that the Superintendent shall have the specific authority and responsibility to:

- (i) make recommendations to the Board relative to the organization and reorganization of the administrative and supervisory staff, including instructional and non-instructional personnel, in the manner which best serves the District.
- (ii) make recommendations to the Board as a prerequisite to either the appointment or the termination of employment of both instructional and non-instructional personnel.
- (iii) supervise and direct all school district personnel; and

The Board may, from time to time, prescribe additional duties and responsibilities for the Superintendent; provided, however, that all additional duties and responsibilities prescribed by the Board shall be consistent with those normally associated with the position of Superintendent of Schools in the State of New York.

The Superintendent shall attend and participate in all Board meetings, both public and in Executive Session, except for those sessions in which the Board and the Superintendent mutually agree that the Superintendent's evaluation, compensation, term of employment benefits or other matters relating to his terms and conditions of employment are discussed.

Consistent with and pursuant to Education Law section 211-b(5)(a), the Superintendent is required to and shall cooperate fully with any distinguished educator appointed by the commissioner.

3. The Board shall, in writing, promptly refer all criticism, complaints, and suggestions regarding the administration of the school, or the performance of duties and responsibilities to the Superintendent, for her study, recommendation, or reaction.

4. Compensation for services:

The District shall pay the Superintendent an annual salary of One Hundred Thirteen Thousand Seven Hundred Fifty Two dollars (\$113,752) for the 2022-23 school year, One Hundred Eighteen Thousand One Hundred Thirty Two dollars (\$118,132) for the 2023-2024 school year, and One Hundred Twenty Two Thousand Six Hundred Eighty dollars (\$122,680) for the 2024-2025 school year. In no event shall the Superintendent's base salary for any school year of employment be less than the amount of base salary received during the preceding school year.

5. In addition to said salary, the Superintendent shall receive the following fringe benefits;

a. Fifteen (15) sick days, credited in full on July 1 of each year, cumulative to a maximum of two hundred (200) days. Sick leave accruals in excess of the 200 day cap, as of June 30 of the prior year, shall be paid at the rate of \$75 per day. Payment shall be made as a separate paycheck in October of each school year of the contract.

b. Four (4) personal leave days; unused personal days accumulate to sick leave.

c. Twenty (20) paid working days vacation per year. The Superintendent shall be entitled to carry over up to five (5) unused vacation days, so that at any time she can never have more than twenty-five (25) days, total, to her credit. The Superintendent must advise the Board of her intent to take more than two (2) consecutive vacation days. Vacation pay shall not be paid out upon separation from District employment.

d. Health and dental insurance shall be provided to the Superintendent and her dependents by the District with 85% of the annual premium paid by the District. The Superintendent shall have access to an IRS Code 125 plan for payment of her share of the premiums. Should the Superintendent retire from the District under terms of the Teachers Retirement System, after ten (10) years' service to the District, coverage will continue with 80% of the premium paid by the District.

e. Bereavement days shall be available to the Superintendent, not to exceed a total of five (5) days in any given school year. Unused bereavement leave does not accrue.

f. Holidays noted, so long as school is not in session:

New Year's Day

Independence Day

Martin Luther King Jr. Day

Labor Day

President's Day

Columbus Day

Memorial Day

Veteran's Day

Juneteenth

Day before Thanksgiving, Thanksgiving Day and the Day after Thanksgiving

Day before Christmas, Christmas Day and the Day after Christmas

If a holiday falls on a Saturday or Sunday and the District is closed on a weekday, in lieu of such holiday, then the Superintendent shall be entitled to that day off.

g. Membership dues paid in the New York State Council of School Superintendents (NYSCOSS) and one additional professional organization of her choice.

6. Conferences and Other Expenses: The Superintendent shall be entitled to attend professional conferences at the local and state level, with the expenses of such conferences paid by the Board, up to the approved budgeted amount in the discharge of her duties. The Superintendent is authorized to incur other reasonable and necessary expenses, up to the approved budgeted amount in the discharge of her duties. Any items requiring expenditures beyond the budgeted amount shall require prior Board approval.

7. The District shall provide the Superintendent with a District issued laptop for her use. The laptop shall be the property of the District and shall be returned to the District at the time the Superintendent leaves the employment of the District. Incidental personal use is allowed, provided it does not result in extra costs to the District. In addition, the Superintendent shall be reimbursed \$75.00/month for business use of her personal cell phone, and shall be reimbursed \$350.00 once every two (2) years for any cell phone upgrade. Such reimbursement shall be made upon submission of a paid invoice.

8. Medical Exam: The Superintendent agrees to have a comprehensive medical examination performed once during each two year period of her employment by a duly licensed physician of her choice and to file a statement from the examining physician certifying her physical competency to perform her duties with the Clerk of the Board. Such statements will be treated as confidential information and shall not be discussed or released by any member of the Board of Education. Any cost for such annual medical examination not covered by the District sponsored health insurance plan shall be paid by the Board.

9. This agreement and the employment of the Superintendent hereunder may be terminated prior to its expiration as follows:

a. The Superintendent may resign during the term of this agreement on sixty (60) days written notice to the Board. If requested by the Board, she shall cooperate fully in the

hiring of her successor; shall make available the files and other records of her office; and shall acquaint her successor with the duties of the office.

b. The Superintendent shall not be subject to discharge during the term of the agreement except for just cause upon specified charges in writing and after a hearing at which she shall be entitled to appear and testify, to be represented by counsel, and produce witnesses and other evidence in her defense. The cost of defense for the Superintendent shall be borne by the Superintendent. Dismissal hereunder shall be based on a finding by an impartial hearing officer acceptable to both parties, after such hearing on one or more of the following causes:

1. Insubordination, immoral character or conduct unbecoming a Superintendent
2. Inefficiency, incompetence, physical or mental disability, or neglect of duty;
3. Failure to maintain certification as required by Education Law and the Regulations of Commissioner of Education.

10. The District agrees, as a further condition of this employment contract, that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in her individual capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of her employment or under the direction of the Board, including but not limited to all uninsured financial loss arising out of any proceeding, claim, demand, suit or judgment by reason of alleged negligence or other conduct resulting in bodily or other injury to any person or damage to the property of any person.

11. During the period of her employment hereunder, the Superintendent shall faithfully fully perform the duties of Superintendent of Schools, as outlined herein or proscribed by the Board of Education, and in accordance with the bylaws, rules and regulations of the Board.

The Board shall devote at least a portion of one meeting in each year of the Superintendent's employment by the District to an evaluation in executive session of her performance and working relationship with the Board. The evaluation shall be based upon a performance agreement established by the parties, which criteria shall be determined on an annual basis and shall be reduced to writing in a form mutually agreed upon by the parties. The Superintendent shall be provided with a copy of a written evaluation at least ten (10) days prior to the executive session of the Board scheduled to discuss such evaluation. The performance evaluation shall be kept confidential by the Board members.

12. This agreement and the Superintendent's employment hereunder shall terminate on June 30, 2025, unless sooner terminated by resignation or removal.

No later than May 1, 2023 and May 1 of each successor year of her employment, the Board shall meet to consider extending the term of the Superintendent's employment for an additional term. The Superintendent shall notify the Board of this obligation no later than April 1 of that same year.

This agreement shall only be extended if both the Board and Superintendent agree to do so and such agreement is reduced to writing.

IN WITNESS WHEREOF, this agreement has been duly executed by the Superintendent and the President of the Board of Trustees, acting on behalf of the District, pursuant to a resolution of the Board duly adopted on the 10th day of May 2022.

EDINBURG COMMON SCHOOL DISTRICT

SUPERINTENDENT

By: _____
President, Board of Trustees

Michelle Ellis