

## **BUSINESS MANAGER CONTRACT**

THIS AGREEMENT is made the 19<sup>th</sup> day of October 2020 by and between the Board of Education of the Gouverneur Central School District, hereinafter referred to as the "District" and Carol L. LaSala, hereinafter referred to as "Business Manager."

WHEREAS, the Board of Education of the Gouverneur Central School District did, by resolution duly adopted on the 2<sup>nd</sup> day of July 2012, appoint Carol L. LaSala, Business Manager of said District effective August 27, 2012, and

WHEREAS the parties are desirous of extending the contract in confirmation of said appointment,

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the parties hereto agree as follows:

1. The District shall continue to employ Carol L. LaSala as Business Manager for the Gouverneur Central School District for a term of three (3) years commencing on the 1<sup>st</sup> day of July 2020 and continuing to and including the 30<sup>th</sup> day of June 2023.
2. The Business Manager accepts such employment and agrees to furnish throughout the duration of employment a valid and appropriate certification to act as a School District Business Manager in the State of New York and that the Business Manager hereby agrees to devote full time, skill, labor and attention to said employment during the term of this contract, provided, however, that the Business Manager by agreement with the Board of Education may undertake consultation work, speaking engagements, writing, teaching, lecturing or other professional duties and obligation without reduction in compensation.
3. The parties hereto agree that the duties of the Business Manager shall be those now or hereafter prescribed by the Board of Education of said District, by Education Law of the State of New York and by the Decisions of the Commissioner of Education as may be applicable, as set forth in the District Job Description Manual, page 6, dated revised 12/2011.
4. The District shall pay said Business Manager as compensation for such service no less than \$119,633. (one hundred nineteen thousand six hundred and thirty-three dollars) as an annual salary for the period July 1, 2019 continuing through June 30, 2020. For subsequent years of the contract, the base salary of \$119,633 will be increased by 0.0% in 2020-2021. Subsequently, during the 2021-22 and 2022-23, the increase will equal the lesser of CPI used for tax cap or 2%. Such salary, less deductions required by Law or authorized by said Business Manager, shall be paid in

twenty-four (24) equal installments each year. The future compensation of said Business Manager shall be negotiated more than ten (10) days prior to the commencement of the years of said contract and the Business Manager will be notified in writing by the Superintendent of Schools as to the amount of such compensation at least ten (10) days prior to the commencement of future years of said contract. Unused vacation days will accrue as sick time.

5. The Business Manager shall be entitled to and subject to the terms, conditions and benefits provided with the District's document entitled, "Managerial-Confidential Employee Handbook," dated April 2016, with the exception that the Business Manager shall pay 10% (ten percent) of the cost of health insurance premiums during the period through June 30, 2015. The contribution will increase to 15.0% from July 1, 2015 through June 30, 2023. To be eligible for health insurance coverage during retirement, the Business Manager must have worked a minimum of seven (7) years in the Gouverneur Central School District. The Business Manager will not be reimbursed for Medicare Part B payments during retirement.
6. The Business Manager will also be granted 165 sick leave days which may only be used upon retirement to extend retirement service credit in accordance with Section 41j of the New York State Employees Retirement System.
7. Throughout the term of this contract the Business Manager shall be subject to discharge for good and just cause only; said cause to be given to the Business Manager in writing provided however, the Superintendent and Board of Education may not arbitrarily and capriciously call for her dismissal and that the Business Manager shall have the right to written charges, a notice of hearing, and a fair hearing before the Board of Education or arbitrator or impartial hearing officer for the purpose of assuring that due process will be granted. If the Business Manager chooses to be accompanied by legal counsel at the hearing, said legal expenses will be incurred by the Business Manager, provided however a stenographic copy of all proceedings at said hearing shall be provided to the Business Manager without charge.
8. Any criticisms or complaints not previously forwarded to the Business Manager promptly after they became known to the Superintendent of Schools and the members of the Board of Education individually or collectively, shall not be admissible at such a hearing on charges against the Business Manager.
9. The aforementioned dismissal procedure shall be in addition to, and not in place of, any rights and guarantees as provided by the laws of the State of New York or for persons employed within the State of New York. In the event of restoration to the position as Business Manager, the District shall reimburse all legal expenses incurred.




10. This agreement shall continue in full force and effect for the term stated herein unless otherwise terminated, modified or extended in accordance with the provisions hereof and shall constitute the full agreement between the parties and said agreement may not be modified or amended except by written instrument signed by both of the parties hereto.
11. The invalidity or unenforceability of any provisions hereof shall in no way affect the validity or enforceability of any other provision.
12. This contract shall be interpreted in accordance with the provisions of the law of the State of New York.
13. The provisions of this agreement are supplemental to and in addition to all rights that the Business Manager may have as an employee of the School District and supplemental rights provided for by law.
14. The Business Manager shall be entitled to all statutory rights to tax sheltered annuities or deferred income arrangements which are available to any employee of the District.
15. This agreement is made in accordance with a resolution of the Board of Education adopted on the 19<sup>th</sup> day of October 2020

IN WITNESS WHEREOF, the parties have executed this agreement as of the date set forth above.

GOUVERNEUR CENTRAL SCHOOL DISTRICT

  
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Superintendent of Schools

  
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President, Board of Education

  
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Business Manager