

EMPLOYMENT AGREEMENT

AGREEMENT made this 24th day of May 2021 by and between the **BOARD OF EDUCATION OF THE GOUVERNEUR SCHOOL DISTRICT**, St. Lawrence County, New York (hereinafter the “Board”) and **JACQUELYN KELLY**, (hereinafter the “Superintendent”).

WITNESSETH:

WHEREAS, the Board has offered to employ the Superintendent as the chief executive and administrative officer of the Gouverneur Central School District (hereinafter the “District”), upon the terms and conditions set forth herein; and

WHEREAS, the Superintendent has accepted said offer of employment; and

WHEREAS, it is acknowledged that a written contract specifying the terms and conditions of the Superintendent’s employment by the Board will provide the basis for effective communication and future understanding between the parties; and

WHEREAS, the parties have mutually agreed upon the following terms and conditions relative to the Superintendent’s employment by the District; and

WHEREAS, the Superintendent possesses and shall maintain a valid certificate to act as a Superintendent of Schools in the State of New York during the term of her employment with the District.

NOW THEREFORE, in consideration of the agreements hereinafter set forth, and other good and valuable considerations, the parties agree as follows:

1. Offer of Employment. The Board, pursuant to Section 1711, subsection 3 of the New York Education Law and in accordance with a resolution duly moved, seconded and adopted at a meeting held on May 24, 2021, hereby offers to employ the Superintendent as Superintendent of Schools of the District upon the terms and conditions set forth in this Agreement.

2. Acceptance by Superintendent. The Superintendent hereby accepts said offer of continued employment and agrees to perform, to the best of her ability, the duties of such position.

3. Term of Employment.

a. The Superintendent's term of employment shall be for a three (3) year period commencing July 1, 2021 through June 30, 2024.

b. At the option of the Board, by no later than October 31, 2023, the Board shall meet to consider extending the term of the Superintendent's employment for an additional term. At such time, a motion to extend the term of this Agreement for an additional term may be moved, seconded and voted upon by the Board.

c. Any extension of the term of the Superintendent's employment shall be in the form of an amendment to this Agreement; shall be upon the same terms and conditions as herein set forth unless otherwise agreed in writing by the parties and it shall not be considered that the Board and the Superintendent have entered into a new agreement, unless expressly stated in writing signed by both parties herein.

4. Superintendent's Duties and Responsibilities.

a. The Superintendent shall be the chief administrative officer of the District and 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, or by rule or regulation of the Commissioner of Education.

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

(i) subject to Board approval, organize and reorganize the administrative and supervisory staff, including instructional and non-instructional personnel, in a manner which in the Superintendent's judgment best serves the District;

(ii) subject to Board approval, make recommendations to the Board of Education with respect to either the appointment or the termination of employment of non-instructional Personnel with the same legal force and effect as her recommendation is required for instructional employees under Education Law §3012; and

(iii) supervise and direct associate, assistant and other superintendents, directors, supervisors, principals, teachers and all other persons employed in either the business management or the instructional activities of the District.

c. 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.

d. With respect to their relationship to one another and the determination of their respective powers and duties, the parties acknowledge that they are both subject to the laws of the State of New York and the applicable rules and regulations of the Board of Regents and the Commissioner of Education of the State of New York.

e. The Superintendent shall be notified of and shall have the right to attend all meetings of the Board, including executive sessions of the Board, except that the Board may exclude the Superintendent from any portion of a meeting during which they are discussing her performance or salary.

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

5. Board Referral. The Board, individually and collectively, shall discreetly refer to the Superintendent for her study and recommendation, any criticisms, complaints, suggestions,

communications or comments regarding the administration of the District or the Superintendent's performance of her duties.

6. Compensation.

a. The Superintendent's annual salary for the period from July 1, 2021 through June 30, 2022 shall be set at the rate of \$140,000 (One Hundred Forty Thousand and No/100 Dollars).

b. The Superintendent's compensation for each subsequent twelve (12) month period of employment shall be determined by the Board; provided, however, that in no event shall the Superintendent's base salary for any twelve (12) month period of employment be less than the amount of base salary received during the preceding twelve (12) month period.

c. Any increase in the Superintendent's base salary except as set forth in Paragraph "6(a)" hereof, shall be in the form of an amendment of this Agreement, and it shall not be considered that the Board and the Superintendent have entered into a new agreement, unless expressly stated in writing signed by both parties hereto.

d. During each year of this Agreement, and any extended term hereof, the Board will deduct such sum as the Superintendent shall direct in writing from the Superintendent's salary, as established in paragraph 6(a) of this Agreement, and apply the same to the purchase of IRS § 403-b program of the Superintendent's choosing.

e. The District will provide the Superintendent with a laptop/iPad computer of her choice for her use. It is understood that such laptop/iPad is to be used for school related activities, with limited incidental personal use permitted.

f. The Superintendent shall maintain a personal cellular telephone/smart phone and shall provide appropriate school officers and staff with such phone number. The District shall reimburse the Superintendent in the monthly amount of \$100.00 for the Superintendent's use of her

personal cellular telephone/ smart phone for District business. The Superintendent acknowledges that all emails, text messages and other electronic communications made in the course of the Superintendent's duties as Superintendent of Schools are business records of the District, and agrees to provide access to such communications in the event that the District has a need to access such business records. The Superintendent also agrees to maintain the confidentiality of all such communications consistent with the requirements of law.

7. Performance Evaluation.

a. The Board shall, beginning in March 2022, devote at least a portion of one meeting during the month of March in each year of the Superintendent's employment by the District to an evaluation in executive session of her performance and her working relationship with the Board. The Board shall reduce that evaluation to writing on a form mutually agreed upon by the parties. The Superintendent shall be provided with a copy or a written evaluation prior to the executive session of the Board, scheduled to discuss such evaluation.

b. The Board shall devote at least a portion of one meeting during the month of October in each year of the Superintendent's employment by the District to a general discussion in executive session between the Board and the Superintendent with respect to her performance and her working relationship with the Board. A written memorandum summarizing that discussion shall be provided.

8. Other Benefits.

a. Vacation Leave: The Superintendent shall be entitled to twenty (20) vacation days in each school year, to be credited on July 1 of each year of this Agreement. Unused vacation days shall not be carried over into the next school year, but up to five (5) unused vacation days may be compensated at the Superintendent's per diem rate if not used

b. Holidays: The Superintendent will observe the following holidays: Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Friday following Thanksgiving, December 24, Christmas Day, New Year's Day, Lincoln's or Washington's Birthday (President's Day), Memorial Day, Martin Luther King Day, Good Friday, and Independence Day. If Juneteenth is observed by the District, it shall also be a paid holiday for the Superintendent.

c. Personal Leave: The Superintendent shall be provided two (2) days annually credited on July 1 of each year of this Agreement for Personal Leave. The Superintendent need not specify the nature of the use of personal leave days. Personal leave must be requested two (2) days in advance. If less than two days' notice is given, the Board of Education may request the reason be stated and the Superintendent may be asked to show that two days' notice was not possible. Two (2) days of unused personal leave to be added to accumulated sick leave at the end of each school year.

d. Court Leaves: The Superintendent who is subpoenaed as a jury member, witness, or principal in a Court of Law shall be granted leave without financial loss of loss of leave days.

e. Sick Leave: Upon hire, the Superintendent shall be credited with fifty (50) sick leave days. Thereafter Superintendent will be granted, on July 1 of each school year, twelve (12) days of sick leave per year, cumulative to 240 days. If the Superintendent is absent from work for a period of three consecutive days and on sick leave, she will present proof of illness on return to work upon request of the Board of Education. A statement of sick leave status will accompany the final check in June. Sick Leave shall be construed to include "sickness or death in the immediate family" for a reasonable number of days for emergency care or burial not to exceed five days for this purpose. In case of emergency regarding sickness or death in immediate family beyond the allowable five days of sick leave, each case will be considered on its individual merits by the Board of Education. The

Superintendent shall be able to convert up to ten (10) unused vacation days on an annual basis into sick days.

f. Health Insurance and Dental Plan: A Health Insurance Plan is available for the Superintendent, and she shall participate in and pay her share of the premium cost set forth below while in active employment. From July 1, 2021 to the end of this contract the District will pay 85% of the applicable premium for individual, shared and/or dependent coverage, and the Superintendent will pay the remaining 15% of the premium cost. The Superintendent shall be entitled to receive such health insurance coverage through the St. Lawrence-Lewis Counties School District Employees' Medical Plan, Plan B, Rider 10. Upon seven (7) years of continuous service to the District, the Superintendent shall continue at the same contribution level and in the same manner as at the time of retirement, through her retirement. For purposes of this Agreement, "retired" means a retired member of the New York State Teachers' Retirement System ("TRS") receiving undiminished retirement allowance and whose last place of employment under the TRS is the Gouverneur Central School District. The Superintendent shall waive Medicare reimbursement in retirement.

The Superintendent shall also be permitted to participate in the District's Dental Plan with the District paying 90% of the applicable premium for individual and/or dependent coverage, and the Superintendent paying the remaining 10% of the premium cost.

g. Mileage: The Superintendent whose duties require that she travel between schools in the Gouverneur Central School District, or on school related business outside the District, will be reimbursed at the IRS rate if using her own vehicle and if a District vehicle is not available.

9. Other Work. The Superintendent shall devote her full time, skill, labor and attention to the discharge of her duties during the term of this Agreement; provided, however, that she may undertake, with notice to the Board, consultative work, speaking engagements, writing, lecturing or other professional duties, obligations and activities with or without remuneration, so long as such

activities do not interfere with the full and faithful discharge of the Superintendent's duties and responsibilities as specified herein.

10. Disability.

a. If, by reason of sickness or other disability, the Superintendent shall be incapacitated from rendering the services required of her hereunder for a period of time extending beyond the Superintendent's sick leave entitlement (as the same may then exist or may be extended by the Board), then in that event the Board shall grant the Superintendent an extended leave for an additional three (3) months at full pay. Upon the expiration of three (3) months from the Superintendent's exhaustion of her sick leave entitlement, at the option of the Board and upon written notice to the Superintendent, the Board may grant a further leave with or without compensation (and, if compensated, at a rate determined by the Board) or the Board may terminate this Agreement. In the event of such termination, the compensation provided for herein shall be paid to the Superintendent for and including the month to which such extended leave has been granted.

b. In the event the Superintendent receives Workers Compensation or Disability Benefits over and above her regular salary during the period of any extended leave, the same shall be paid to the District. The Superintendent shall, however, have her sick leave restored on a pro rata basis to the extent that any excess Workers Compensation or Disability Benefit payments are reimbursed to the District as aforesaid.

11. Annual Medical Examination. The Superintendent agrees to have a comprehensive medical examination performed upon demand of the Board once during each twelve (12) month period of her employment and to file a statement from the examining physician certifying to her physical competency with the Clerk of the Board. Such statement will be treated as confidential information by the Board and the cost of such annual medical examinations shall be paid by the District.

12. Just Cause. The Superintendent shall not be disciplined, transferred from the active performance of her duties, or discharged without just cause.

13. Termination. This Agreement may be terminated and the Superintendent may be removed during the term hereof upon the happening of either of the following events:

a. The Superintendent shall be unable, by reason of sickness or other disability to discharge the duties and responsibilities specified in this Agreement for a period of three (3) consecutive months beyond exhaustion of the Superintendent's accumulated sick leave entitlement or beyond the period of any extended leave granted by the Board as authorized in Paragraph "9" hereof; or

b. The Superintendent is determined to be guilty of insubordination, immoral character, inefficiency, incompetency or neglect of duty in accordance with the hearing procedure set forth in Paragraph "14" hereof.

c. The Superintendent resigns from her position providing no less than ninety (90) days notice of such resignation.

14. Hearing Procedures.

a. Charges against the Superintendent may only be brought by the Board and all such charges shall be in writing. The Superintendent shall be entitled to a fair hearing on said charges, upon at least twenty (20) days' notice, before an independent hearing officer. The hearing shall be a private hearing. The hearing officer shall be selected by mutual agreement between the Superintendent and the Board or, in the event no such agreement is reached within ten (10) days after the Superintendent's receipt of the written charges, by appointment in accordance with the procedures of the American Arbitration Association.

b. The Superintendent may not be suspended without pay from the performance of her duties during the pendency of such hearing and shall be entitled to due process protections at

such hearing, including but not limited to, the right to be represented by counsel; to present, cross-examine and subpoena witnesses; to subpoena documents, papers, letters or other tangible evidences; to have all testimony given under oath; to receive without cost an accurate written transcript of the proceedings; and to receive written findings of fact and conclusions of law from the hearing officer. The recommendation of the hearing officer shall be provided to the Board who shall render the final determination, subject to rights to appeal in accordance with law.

15. Expense Reimbursement.

a. The Superintendent is authorized to incur reasonable expenses in the discharge of her duties, including, but not limited to, expenses for travel and lodging; professional association dues and fees, including the dues of the New York State Council of School Superintendents and up to two (2) other national and one (1) local associations; attendance at professional conferences and meetings on national, state and local levels, and similar items related to her employment, and shall be permitted reasonable days off to attend such conferences. Any travel outside the State of New York shall require the advance approval of the Board of Education.

b. The Board will pay or reimburse the Superintendent for all reasonable expenses upon presentation, from time to time, of an itemized account of such expenditures.

16. Indemnification. The Board of Education wishes to protect the Superintendent in actions brought against her or in any action or proceeding touching any District property or involving its rights or interests. The Board further wishes to protect the Superintendent in any action or proceeding, other than a criminal prosecution or an action or proceeding, including proceedings before the Commissioner of Education, arising out of the exercise of her powers or the performance of her duties. The Board also wishes to protect the Superintendent in any civil action or proceeding, state or federal, arising out of any alleged act or omission which occurred or allegedly occurred

ACKNOWLEDGEMENTS

STATE OF NEW YORK)
COUNTY OF ST. LAWRENCE) ss.:

On this 24th day of May, 2021, before me came **DAVID FENLONG** to me known who, being by me duly sworn, did depose and say that he resides in Gouverneur, New York, that he is the President of the Board of Education of the Gouverneur Central School District described in, and who executed the foregoing Agreement; that he knows the seal of said School District; that the seal affixed to said Agreement is such School District seal; that it was so affixed by order of the Board of Education of said School District; and that he signed his name thereto by like order.

TATIA Z. KENNEDY
Notary Public, State of New York
No. 01KE4933135
Qualified in Jefferson County
Commission Expires 8/1/22

Tatia Z Kennedy
Notary Public

STATE OF NEW YORK)
COUNTY OF ST. LAWRENCE) ss.:

On this 24th day of May, 2021, before me personally came **JACQUELYN KELLY** to me known, and known to me to be the individual described in, and who executed the foregoing Agreement, and duly acknowledged to me that she executed the same.

TATIA Z. KENNEDY
Notary Public, State of New York
No. 01KE4933135
Qualified in Jefferson County
Commission Expires 8/1/22

Tatia Z Kennedy
Notary Public

CLERK'S CERTIFICATION

This is to certify that this Agreement was approved and the execution hereof on behalf of the Board of Education was authorized by vote of the Board of Education of the Gouverneur School District at a public meeting duly held on May 24, 2021, and has been made a part of the minutes of that meeting.

Tatia Z Kennedy
School District Clerk