

AGREEMENT OF EMPLOYMENT
BETWEEN
JODY MONROE
AND
THE BETHLEHEM CENTRAL SCHOOL DISTRICT

THIS IS A CONTRACT OF EMPLOYMENT, made and entered into this 19th day of June, 2019, by and between the BETHLEHEM CENTRAL SCHOOL DISTRICT, a municipal corporation having its principal office at 700 Delaware Avenue in the Hamlet of Delmar, Town of Bethlehem, County of Albany and State of New York, acting by and through its Board of Education, hereinafter sometimes referred to as the "DISTRICT" or the "BOARD," and JODY MONROE, residing at Ballston Lake, New York 12020, hereinafter sometimes referred to as the "SUPERINTENDENT," both PARTIES sometimes hereinafter being collectively referred to as the "PARTIES."

RECITALS

WHEREAS, the BOARD at a meeting duly held on May 18, 2016 passed a resolution appointing JODY MONROE as SUPERINTENDENT of Schools of the DISTRICT for a period from May 18, 2016 through June 30, 2019 (First Agreement) and the DISTRICT wishes to continue to employ the SUPERINTENDENT in such capacity; and

WHEREAS, the SUPERINTENDENT has accepted the BOARD'S offer to extend such employment upon the terms and conditions set forth herein; and

WHEREAS, the PARTIES previously Amended the First Agreement on July 12, 2017 and extended the First Agreement until June 30, 2020; and

WHEREAS, the PARTIES now seek to further Amend and Restate the Agreement;

WHEREAS, it is the PARTIES' belief that a written contract fully specifying the terms and conditions of the SUPERINTENDENT'S employment by the DISTRICT will promote effective communication and true 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.

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

AGREEMENT

In consideration of this agreement and mutual promises herein made and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the PARTIES, the PARTIES agree as follows:

1. **TERM:** The term of the SUPERINTENDENT'S employment shall be for the period commencing July 1, 2019 and ending June 30, 2022.

2. **COMPENSATION:** The SUPERINTENDENT shall be paid pro rata, in twenty-six (26) bi-weekly installments. The SUPERINTENDENT'S salary of One Hundred and Eighty- Six Thousand, Six Hundred and Twenty-Two Dollars (\$186,622) per annum shall be increased by a minimum of a 2.5% salary increase each year or the salary of no less than One Hundred Eighty-Eight Thousand, and Eighty-Five dollars (\$188,085) in 2019-2020, the salary of no less than One Hundred Ninety-Two Thousand, Seven Hundred Eighty-Seven dollars (\$192,787) in 2020-2021, and the salary of no less than One Hundred Ninety-Seven Thousand, Six Hundred and Seven dollars (\$197,607) per annum in 2020-2021, based on the effective evaluation of the Board of Education. Provided, however, the

Board of Education may decide, in its discretion, to adjust this increase to a higher amount by Board action.

The SUPERINTENDENT shall also be eligible to receive a longevity benefit, to be paid as a Non-Elective Contribution to the 403(b) account for the SUPERINTENDENT, subject to the same rules governing a 403(b) plan as set forth in Section 4(d) of this Agreement, equal to a single payment of \$2,500 upon completion of five (5) years as Superintendent, and a single payment of \$5,000 upon completion of ten (10) years as Superintendent. For purposes of longevity, the 2015-16 year, in which Ms. Monroe served as Interim Superintendent, shall be considered the first year of Superintendent service. Accordingly, this benefit shall commence in the 2020-21 year. The 403(b) contribution shall be made during the month of January.

3. CERTIFICATION AND DUTIES OF SUPERINTENDENT:

a. The SUPERINTENDENT shall hold a valid certificate issued by the Department of Education of the State of New York to act as a SUPERINTENDENT of Schools in the State of New York and that proof of such certification will be furnished to the District Clerk upon request. It is expressly understood that failure to hold and maintain such certification shall be cause for the immediate termination of this agreement and of the employment of the SUPERINTENDENT.

b. The SUPERINTENDENT shall have charge of the administration of the School DISTRICT under the direction of the BOARD and pursuant to the policies promulgated by said BOARD; she shall be the chief administrative officer of the DISTRICT and shall perform all the duties and possess all the powers and authority now or hereafter imposed upon or granted to a superintendent of schools under the provisions of the Education Law including but not limited

to Section 1711 or other applicable statutes, laws, rules and/or regulations and those duties and/or responsibilities established by the BOARD pursuant to such statutes, laws, rules and regulations.

c. During the term of this agreement, the SUPERINTENDENT shall faithfully, diligently and in accordance with accepted professional standards perform and discharge the duties and responsibilities of SUPERINTENDENT of the DISTRICT as the same are set forth in the Education Law and other applicable statutes, laws, rules and/or regulations and the duties and/or responsibilities established by the BOARD pursuant to such statutes, laws, rules, and/or regulations.

d. The BOARD may, from time to time, prescribe additional or different duties and responsibilities for the SUPERINTENDENT, provided, however that the BOARD shall not, without the SUPERINTENDENT's written consent, adopt a policy, by-law or regulation which impairs or reduces the duties and authority specified above; and, provided further, that all additional duties and responsibilities prescribed by the BOARD are consistent with those normally associated with the position of SUPERINTENDENT of Schools in the State of New York. This provision shall continue in full force and effect during any period of suspension.

e. During the term of this Agreement, the SUPERINTENDENT shall devote her full time, skills, labor and attention to the performance and discharge of her duties and responsibilities; provided, however, that the SUPERINTENDENT may undertake consultation work, speaking engagements, writing, lecturing or other professional duties, obligations and activities, with or without remuneration, so long as such activities do not materially affect the performance and/or discharge of the SUPERINTENDENT'S duties and/or responsibilities under this Agreement and shall be considered to constitute either personal leave or vacation time.

f. 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.

4. BENEFITS: The SUPERINTENDENT shall receive the following benefits:

a. Life Insurance: The DISTRICT shall pay the annual cost of a whole life insurance policy upon the life of the SUPERINTENDENT in the face amount of One Hundred Thousand and 00/100 (\$100,000.00) Dollars.

b. Health, Dental and Prescription Drug Insurance Plans: The SUPERINTENDENT shall be eligible to participate in the health insurance, dental insurance and prescription drug plan (except as otherwise provided herein) currently available pursuant to any group health coverage offered through the DISTRICT.

The DISTRICT shall bear seventy-five percent (75%) of the cost of the individual health plan coverage for the SUPERINTENDENT and seventy-five percent (75%) of the cost of such coverage for dependents of the SUPERINTENDENT. A \$25 co-pay will be applied to office visits or other services. The SUPERINTENDENT will participate in the CASHIC model plan with either CDPHP or Blue Shield, consistent with the plan designs available to other administrative staff. Prescription drug plans offered with any of the above insurance plans shall be based on a contribution by the employee of \$5.00 for Tier 1 drugs, \$25.00 for Tier 2 drugs, \$40.00 for Tier 3 drugs and a "2 co-pay" amount for each of the above categories under the mail order plan.

For dental insurance, the District will contribute 60% of the total premium, and the SUPERINTENDENT will contribute 40%, consistent with the plan designs available to other administrative staff.

If the SUPERINTENDENT retires from the DISTRICT under the New York State Teachers' Retirement System ("NYSTRS"), the DISTRICT shall continue to provide health insurance to her and her spouse under a plan then available pursuant to any group coverage offered through the DISTRICT. Upon the SUPERINTENDENT'S retirement from the DISTRICT, the DISTRICT shall continue to pay the premium cost of an individual plan for the SUPERINTENDENT at ninety percent (90%) and fifty (50%) for spouse coverage. This coverage shall only be available so long as the SUPERINTENDENT remains retired and is receiving a pension under the NYSTRS. If the SUPERINTENDENT shall die while in active service to the DISTRICT or shall pre-decease her spouse in retirement, then her surviving spouse may continue coverage under the DISTRICT's health insurance plan, at his sole expense.

- c. Health Insurance Buy-Out: An Employee who received health insurance and Prescription Medicine Plan on June 30, 2013 or who receives DISTRICT health insurance and Prescription Medicine Plan on any successive June 30, who chooses not to enroll in the health insurance plan and Prescription Medicine Plan of the DISTRICT for the next fiscal year will be compensated, at the rate of \$1,000 for a single plan, \$2,000 for a two person, domestic partner plan, and \$3,000 for a family plan annually as long as they continue this selection. The health insurance buy-out will be paid out, at the end of each open enrollment period during which the DISTRICT has received the full health insurance savings. If the SUPERINTENDENT must opt into the health insurance program offered by the district, due to a qualifying event during any enrollment period, they will not be eligible to receive any buy-out for that period of the fiscal year. Additionally, the

Employee understands and acknowledges that any payment for the health insurance buy-out will be considered as taxable income for the Employee.

If the Superintendent is receiving a health insurance buyout but intends to participate in the DISTRICT'S health insurance plan during retirement the SUPERINTENDENT must notify the DISTRICT in writing of their intention at least two (2) years prior to their retirement in order to receive health insurance, in retirement, from the DISTRICT. If an emergent event occurs, upon the request of the SUPERINTENDENT, the board president reserves the right to approve the waiver of this time requirement for retirement purposes. Such decision by the board president is final and binding with Board of Education approval.

d. Retirement Benefits: In the event the SUPERINTENDENT should retire from employment with the DISTRICT pursuant to the rules and regulations of the New York State Teachers' Retirement System after having completed at least ten (10) years of service to the DISTRICT, she shall be eligible for an Employers Non-elective contribution described herein,

Employer Non-Elective Contribution to 403(b) Plan

1. No Cash Option: The SUPERINTENDENT may not receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s).

2. Employer Non-Elective Contribution: The Employer agrees to make an Employer Non-Elective Contribution to the 403(b) account for the SUPERINTENDENT, if eligible, calculated as follows:

- a. \$200 a day after 12 years of service
 - b.. Maximum benefit not to exceed \$35,000.
- If the cash value is in excess of \$35,000, the cash value of the remaining days may be applied as a credit toward the SUPERINTENDENT'S share of any health insurance premiums payable upon retirement, subject to a maximum of \$5,000.

3. Contribution Limitations: In any applicable year, the maximum Employer Contribution shall not cause the SUPERINTENDENT'S 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. In the event that the calculation of the Employer Non-elective Contribution referenced in the preceding paragraph exceeds the applicable Contribution Limit, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the Internal Revenue Code and then pay any excess amount as compensation directly to the SUPERINTENDENT. In no instance shall the SUPERINTENDENT have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the Internal Revenue Code are fully met through payment of the Employer's Non-Elective Contribution.

4. Tier I Adjustments: As the SUPERINTENDENT is not a Tier 1 member with membership prior to June 17, 1971, any Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.

5. 403(b) Accounts: Employer contributions shall be deposited into the 403(b) account selected by the SUPERINTENDENT to receive Employer contributions, provided such account will accept Employer Non-elective Contributions. If the SUPERINTENDENT does not designate a 403(b) account to receive Employer's contributions, or if the account designated will not accept Employer's Non-elective Contributions for any reason, then the Employer shall deposit contributions, in the name of the SUPERINTENDENT, into the endorsed 403(b) program.

6. This contribution program shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions

declared contrary to law, the SUPERINTENDENT and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as close as possible, to the original intent of the PARTIES.

7. This contribution program shall further be subject to the approval of the 403(b) Provider, which shall review the plan solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the Internal Revenue Code. Upon request, the 403(b) Provider shall provide the Employer with a standard hold harmless agreement as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.

PROVIDED FURTHER, that the SUPERINTENDENT must notify the President of the BOARD of Education, or other person acting on behalf of said President, in writing, of her intention to retire at least six (6) months in advance of her retirement date or, if such retirement is to be effective on June 30, such notice must be given no later than the first day of January immediately preceding said June 30th. Any Retirement benefit payable pursuant hereto shall be paid on the first payday following the effective date of retirement, PROVIDED FURTHER HOWEVER, that in the event the DISTRICT elects to implement a New York State early retirement plan for which the SUPERINTENDENT qualifies, the SUPERINTENDENT may select either the state early retirement incentive or the accumulated sick day benefit provided for herein, but may not receive both.

5. LEAVES OF ABSENCE: The SUPERINTENDENT shall be entitled to the following leaves of absence at full pay unless otherwise provided herein:

[i] Personal Sick/Family Leave: Eighteen (18) days per year, which days may be accumulated from year to year if not used, credited on July 1st of each year.

The SUPERINTENDENT may use this accrued time for personal illness or illness in the immediate family. "Immediate family" for purposes hereof, shall include the SUPERINTENDENT'S husband, father, mother, father-in-law, mother-in-law, son, (spouse's son) daughter, (spouse's daughter), son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, grandfather, grandmother, grandfather-in-law, grandmother-in-law, grandchild or any other person with whom the administrator has developed an immediate family-like obligation due to established past personal relationships.

[ii] Death In the Immediate Family: In addition to personal sick leave, the SUPERINTENDENT shall be entitled to five (5) days per year to be used in the event of the death of an immediate family member as that term is defined in subparagraph "[i]" and such leave shall not be cumulative from year to year.

[iii] Personal Leave: In addition to personal sick leave, the SUPERINTENDENT shall be entitled to three (3) days of personal leave per contract year to be used as she shall see fit and without the need of submitting any reasons for same, PROVIDED HOWEVER, except in the case of emergency, notice of her intent to utilize such leave shall be given to an ASSISTANT SUPERINTENDENT at least five (5) days prior to taking personal leave, and PROVIDED FURTHER that such leave will not be cumulative from year to year but will, if not used, be added to the SUPERINTENDENT'S cumulative sick leave.

[iv] Jury Duty and Court Appearances: Attendance at Court or other legal proceeding result of being required to serve as a member of a jury panel or as the result of a subpoena or written request of a lawyer will be deemed an authorized court leave by the DISTRICT.

[v] Professional Responsibilities: The SUPERINTENDENT, with prior approval of the BOARD, which approval will not be unreasonably withheld, may be granted a leave to attend conferences, meetings of professional groups and organizations, or for purposes of fulfilling obligations as an officer or director of a professional group or organization, PROVIDED HOWEVER, that attendance at such shall not be at the DISTRICT'S cost and expense unless otherwise provided herein or unless otherwise authorized by the BOARD upon application of the SUPERINTENDENT.

e. Vacation:

[i] The SUPERINTENDENT shall receive twenty-six (26) days of vacation annually, exclusive of the DISTRICT published holiday schedule, credited on July 1st of each year; except that for any year that the SUPERINTENDENT does not work a full year, the vacation days shall be pro-rated (at the rate of two (2) days per month) for each month worked. All vacation must be taken within the fiscal year during which it is earned or within six (6) months thereafter. At the time of retirement, the SUPERINTENDENT may cash in up twenty (20) days of unused vacation leave at her then current daily rate of pay (1/260th).

[ii] Subject to the same rules governing a 403(b) plan as set forth in Section 4(d) of this Agreement, the District agrees to make the following annual Employer Non-Elective Contribution to the 403(b) account for the SUPERINTENDENT, if eligible, calculated as follows:

A payment equal to 1/260th of the Superintendent's compensation as set forth in Section 2 of this Agreement, for up to a maximum of five (5) accumulated and unused vacation days as determined at the end of the calendar year.

In addition the District agrees to make the following Employer Non-Elective Contribution to the 403(b) account for the Superintendent up to a maximum of twenty (20) accumulated and unused vacation days upon retirement, as set forth in Section 4(e)[i].

6. PROFESSIONAL DUES AND MEMBERSHIPS: The DISTRICT shall pay the SUPERINTENDENT'S membership charges to the American Association of School Administrators, the New York State Council of School Superintendents, and such other professional educational associations, with approval of the BOARD, as well as the expenses of her attendance at appropriate professional and/or business meetings at the local, state and national level, provided however that the cost of such membership or attendance shall not exceed the budget limit established therefore and provided further that the SUPERINTENDENT shall file an itemized expense statement for each such item with the District Clerk.

7. FLEX PLAN: The SUPERINTENDENT shall be able to participate in the district-provided cafeteria flex plan under IRC 125.

8. TECHNOLOGY: The BOARD will provide the SUPERINTENDENT with appropriate technology for her DISTRICT related business and incidental personal use, which shall be used in accordance with DISTRICT policy.

9. AUTOMOBILE EXPENSES: The DISTRICT will reimburse the SUPERINTENDENT for use of her automobile for DISTRICT business at the mileage reimbursement rate established from time to time by the DISTRICT for DISTRICT employees.

10. PROFESSIONAL LIABILITY: The DISTRICT agrees that it will, to the extent allowed by law, defend, hold harmless and indemnify the SUPERINTENDENT from any and all demands, claims, suits, actions or legal proceedings including administrative proceedings brought against her in her individual or official capacity with the DISTRICT, hereinafter defined as ["legal action"] provided the incident arose while the SUPERINTENDENT was acting within the scope of her employment, provided however that nothing contained herein shall be construed as rendering the individual members of the BOARD of Education personally liable to

the SUPERINTENDENT for such indemnification or other obligations. The DISTRICT shall have the right to select the legal counsel to be retained to represent the SUPERINTENDENT, provided however that such provision shall not apply where such legal counsel is provided pursuant to insurance coverage unless such coverage expressly allows selection or approval. If the DISTRICT and the SUPERINTENDENT are unable to be represented by the same counsel because of a conflict of interest, and if there is no insurance coverage for the legal action because of the nature of such legal action, the SUPERINTENDENT may select her own legal counsel subject to the DISTRICT'S approval of such choice of counsel based on cost, geographic proximity or any other legal basis.

11. GOALS AND OBJECTIVES: On or about the 30th day of September of each school year the DISTRICT and the SUPERINTENDENT shall meet and establish the DISTRICT's goals and objectives for the then current school year.

12. EVALUATION: The BOARD, utilizing to the extent possible, a format mutually acceptable to the PARTIES, shall meet with, evaluate and assess in writing the performance of the SUPERINTENDENT at least once during each school year, provided however that such evaluation and assessment shall in no event be later than the 30th day of June of the then current school year. Such meeting shall be deemed a personnel matter and shall be held in Executive Session. In the event the BOARD determines the performance of the SUPERINTENDENT to be unsatisfactory in any respect, it shall describe same in reasonable detail in writing, offer suggestions for improvement, and provide a copy of same to the SUPERINTENDENT ten (10) calendar days prior to issuing such evaluation, or no later than June 20th of the then current school year. The SUPERINTENDENT shall have the right to respond to same in writing within ten (10) calendar days, and if either party so requests, a

meeting held in Executive Session to discuss said evaluation report and her response. All such reports and responses shall become a permanent part of the SUPERINTENDENT'S personnel file.

13. AGREEMENT RENEWALS: On or before the end of June 2020 the BOARD shall meet to consider extending the term of the SUPERINTENDENT's employment.

14. TERMINATION: This contract may be terminated as follow:

- a. Mutual agreement;
- b. Retirement or resignation of the SUPERINTENDENT;
- c. Disability of the SUPERINTENDENT:

(i) The BOARD reserves the right, during the SUPERINTENDENT'S term, in the event of her absence, illness, injury or other disability, to appoint an ACTING SUPERINTENDENT who shall temporarily perform the duties of SUPERINTENDENT at the pleasure of the BOARD. In the event of such illness, injury or disability, the SUPERINTENDENT shall cause her physician(s) to make a written report to the BOARD of her condition, and shall, at the DISTRICT'S expense, submit to an examination by the BOARD'S physician(s) designated for that purpose, at such reasonable time or times as the BOARD shall request.

(ii) In the event that by reasons of illness, accident or other cause beyond her control, the SUPERINTENDENT shall be incapacitated from rendering the services required for a period of three (3) months beyond the expiration of her accumulated and unused leave entitlements, the BOARD may at its option and upon written notice to the SUPERINTENDENT, terminate this contract.

- d. Expiration of this Agreement
- e. Death of the SUPERINTENDENT

15. GOVERNING LAW: This contract shall be construed and governed in all respects in accordance with the laws of the State of New York.


16. MODIFICATION, AMENDMENT OR WAIVER: A modification, amendment or waiver of any of the provisions of this contract shall be effective only if made in writing and duly subscribed by the PARTIES hereto.

17. SAVINGS CLAUSE: In the event any provisions of this contract shall be held contrary to or invalid under any federal, state or local law or statute, such illegality or invalidity shall not affect in any way any other provision hereof and all other provisions of this contract shall remain binding and in full force and effect.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement of Employment in duplicate the day and year first above written.


**BETHLEHEM CENTRAL
SCHOOL DISTRICT**

By:


Michael Cooper
President of the Board

**SUPERINTENDENT
OF SCHOOLS**

By:


Jody Monroe