

**EMPLOYMENT AGREEMENT
BETWEEN
ONTEORA CENTRAL SCHOOL DISTRICT
AND
VICTORIA MCLAREN**

AGREEMENT made this 5th day of April, 2018, between the BOARD OF EDUCATION OF THE ONTEORA CENTRAL SCHOOL DISTRICT, a municipal corporation of the State of New York with its principal office at 4166 Route 28, Boiceville, New York (hereinafter called the "District") and Ms. Victoria McLaren, (hereinafter called the "Superintendent" or "Ms. McLaren").

W I T N E S S E T H :

That it is hereby agreed as follows:

1. The District hereby employs Victoria McLaren as Superintendent of Schools of the District, to perform the duties of that position as prescribed by and subject to the laws of the State of New York, together with such other duties as the District may require of the Superintendent from time to time, for a period of four (4) years, commencing on July 1, 2018, through the close of business on June 30, 2022, inclusive. The Superintendent shall present to the Board, each year, no later than January 15th, any suggestions or proposals for amendment of this Agreement. The Board reserves the option to renew and extend this Agreement annually for an additional year or years subject to agreement on terms with the Superintendent. Any such extension shall be constituted as a new agreement.

2. The Superintendent shall be the Chief Administrative Officer of the District and shall perform all of the duties and accept all of the responsibilities usually required of a Superintendent in this District or similar districts pursuant to the provisions of the laws of the State of New York. The Superintendent also agrees to perform all the services and duties

imposed by the rules and regulations of the District's Board of Education ("Board") and such other services and duties usually performed by a Superintendent in said District or a similar district as shall, from time to time, be delegated to the Superintendent by the Board, and to meet all reasonable and proper requirements of the Board. Without limiting the foregoing, the Superintendent shall be responsible for effectuating the policies of the Board and shall be accountable in connection therewith to the Board and shall act as follows:

(a) The Superintendent shall:

(i) Administer and supervise the District within the framework of the policies of the Board;

(ii) Work cooperatively with the Board, and establish annual goals and objectives for the District;

(iii) Be responsible for managing District activities aggressively and imaginatively so as to maintain and improve the quality of the District through continuous school improvement initiatives.

(b) Make recommendations on curriculum planning, or revision of curriculum to the end that policies and procedures of the Board may be implemented.

(c) Keep the Board advised of all matters concerning the administration of the District with particular emphasis on matters relating to discipline, personnel relations, finances, and academic performance, and progress towards achieving the Board's annual goals.

(d) Make recommendations to the Board as to organization and/or reorganization of the administration of instructional programs, business affairs, and administrative staff of the District which seems to best meet the needs of the District.

(e) Be responsible for recruiting both teaching and non-teaching personnel for vacancies and conduct interviews and make investigations of applicants for such positions.

(f) Recommend to the Board professional candidates to be recommended for appointment, tenure, and dismissal.

(g) Prepare the notice of an agenda for all meetings of the Board and the committees thereof, together with information, comments, and recommendations when requested by the Board, or committees thereof, and/or when deemed appropriate in the judgment of the Superintendent.

(h) 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. The Board will, individually and collectively, bring issues or complaints to the Superintendent for study and recommendation.

(i) Carry out the duties set forth in Section 1711 of New York State Education Law, as amended or superseded.

(j) The Superintendent shall have the authority to initiate and approve transfers of supervisory, administrative, instructional and non-instructional personnel from one school building to another or from one grade or a course of study to another grade in such course of study, and the authority to initiate and approve transfers of District staff from one job assignment or place of employment to another, subject to the limitations, if any, in applicable collective bargaining agreements.

(k) The Superintendent will, in general, perform extra duties appropriate to the position of Superintendent as the Board may legally authorize or direct.

The Board may prescribe additional duties, responsibilities, rights and authorities for the Superintendent provided that the Board shall not:

(i) assign duties or responsibilities to the Superintendent which are inconsistent with those normally associated with the position of the Superintendent;

(ii) assign duties or responsibilities to the Superintendent without, at the same time, granting to the Superintendent the additional rights and authorities which are reasonably necessary to carry out those duties and responsibilities.

(l) The Superintendent shall ensure full cooperation with any distinguished educator appointed by the Commissioner of Education pursuant to Section 211-c of the Education Law.

3. (a) For the 2018-2019 school year, the Superintendent's annual base salary shall be One Hundred Seventy Three Thousand Four Hundred Dollars (\$173,400) and is to be paid in equal installments in accordance with the method used to pay other District administrative employees. For each subsequent school year, the Superintendent's compensation shall be determined by the Board no later than April 1st of the previous year; provided, however, that in no event shall the Superintendent's base salary for any school year be less than her base salary received during the preceding school year.

(b) When authorized by the Superintendent, in writing, the District shall deduct from the Superintendent's salary, the amount stipulated by her at an interval to be determined by the Business Office of the District for participation in Tax Sheltered Annuity and Credit Union contributions, and to transmit all such monies promptly.

(c) If the Superintendent obtains her doctoral degree, she shall be paid an additional \$2,000 per year.

(d) Health insurance benefits will be provided through the Dutchess Employees Health Insurance Consortium (DEHIC) Plan, and the District shall pay 80% of the cost of the Superintendent's health insurance premiums, to be deducted as a payroll deduction from each paycheck, unless otherwise agreed to by the parties. The Superintendent may voluntarily opt out of the District's major medical/hospitalization/prescription plan and receive a payment of \$5,000 in each year of the contract. Eligibility for participation in the buyout requires written notification of withdrawal and proof of alternate coverage from the Superintendent by June 1st of the school year preceding the buy-out. The District shall contribute the same dollar amount as it contributes on behalf of members of the OTA for the Superintendent's participation in the OTA Benefit Trust. Should the Superintendent's participation not be allowed under the Benefit Trust, then the District shall provide the Superintendent with dental and vision coverage in an amount not to exceed what it would have paid towards her participation in the OTA Benefit Trust. Any cost towards such coverage in excess of what is paid by the District shall be borne solely by the Superintendent. Upon the Superintendent's retirement from the District, the District contribution for health insurance premium payments for individual coverage shall be at the same percentage of the District contribution in effect for retirees as of the Superintendent's date of retirement. For family coverage, the District contribution for health insurance payments shall be 60% of the difference between the individual and family premium.

(e) In addition, the District will:

(i) Reimburse the Superintendent for moving expenses up to a maximum of three thousand dollars (\$3,000.00), provided she first submits a paid invoice from

such moving company. In order to be eligible for such reimbursement, the Superintendent must move into the District's boundaries.

(ii) Reimburse the Superintendent for the use of her own vehicle for in or out of district business travel at the prevailing IRS rate of mileage reimbursement, provided she submits an itemized log of such travel.

(iii) The District shall pay the Superintendent's annual professional dues for membership in up to three (3) professional organizations of her choosing.

(iv) Provide the Superintendent with paid time off for all holidays listed in the school calendar, which include the following: Fourth of July, Labor Day, Rosh Hashanah (provided school is closed), Yom Kippur (provided school is closed), Columbus Day, Veteran's Day, Thanksgiving Day and the day following, Christmas (2 days), New Year's Day, Martin Luther King, Jr. Birthday, President's Day, Good Friday, and Memorial Day. The Superintendent is expected to work during school recess periods, unless she elects to utilize vacation time. In the event school is cancelled as a result of snow, the Superintendent shall be entitled to work from home.

(v) Within budgetary appropriations, the Superintendent is authorized to incur reasonable expenses in the discharge of her duties, including but not limited to expenses for travel, meals and lodging, attendance at professional conferences previously approved by the Board, and meetings and similar items related to her employment, which occur outside of the District's boundaries. The Board will pay or reimburse the Superintendent for all such reasonable and customary expenses, upon presentation, within the budget year, of an itemized account of such expenditures.

4. The Superintendent shall be credited with twenty-six (26) vacation days, exclusive of paid holidays recognized on the school calendar, but inclusive of all other school recess periods during the school year, to be taken at any time during the year at the option of the Superintendent or as the Superintendent's duties may permit. The Superintendent may carry over ten (10) vacation days into the following school year. The Superintendent may elect to sell back to the District up to ten (10) unused vacation days each school year at the rate of 1/240th of her then annual base salary. The cash back payment shall not be added to the Superintendent's base salary. In the last year that she is employed by the District, the Superintendent's vacation days shall be pro-rated between July 1st and the last of day of service.

5. The District shall provide the Superintendent with: eighteen (18) sick days per school year up to a maximum of 220 days. The Superintendent shall also be entitled to use up to eighty-two and one-half days of previously accrued sick leave for sick bank purposes, provided that such sick bank may only be accessed if the Superintendent has exhausted all of her leave accruals; 4 personal days per school year non-cumulative, which the Superintendent may convert to sick leave if such personal days are not used on an annual basis; 5 bereavement days per death in the immediate family, non-cumulative. Immediate family shall include: mother, father, spouse, significant other, child, brother, sister, and grandchildren. Sick days may only be used for personal or immediate family illness. The Superintendent shall not be permitted to cash in unused sick days, whether on an annual basis or upon separation of service. The District shall also provide the Superintendent with a flexible benefit plan (IRS Section 125 Plan) for medical premiums, un-reimbursed medical expenses and dependent day care expenses.

6. Prior to the use of her vacation time and/or sick leave time, the Superintendent shall report the use of such leave time to the Board of Education President and to the District's Business Official for tracking purposes.

7. It is agreed that the Superintendent will furnish throughout the life of this contract a valid and appropriate New York State Certificate to act in the assigned position. The Superintendent agrees to devote her full time, skill, labor and attention to this employment during the terms of this contract, provided however, that the Superintendent may only undertake outside work (such as consultation work, speaking engagements, and/or professionally related teaching, writing or lectures) that does not interfere with her normal duties, provided that she first obtains the permission and approval of the Board of Education prior to accepting any such outside employment, which approval shall not be unreasonably withheld. This permission shall only be valid for a one-year period, and must be renewed by the Board on an annual basis if the Superintendent desires to continue the outside work. Additionally, at the reorganizational meeting each year, the Superintendent shall review with the Board all outside work undertaken during the previous school year that she will continue to engage in during the subsequent school year. Under no circumstances shall the Superintendent engage in any outside work utilizing school facilities or while on District premises. The Superintendent shall be entitled to keep any payments or honorariums she receives for such outside work.

8. The District shall provide the Superintendent with a cell phone and a laptop computer for the Superintendent's use for official District business and incidental personal use. Such item shall be the property of the District and shall be returned to the District at the time the Superintendent leaves the active employment of the District. Alternatively, if the Superintendent

chooses to use her personal cell phone for official District business, the District shall contribute \$65.00 per month towards the cost of her monthly cell phone bill.

9. The Superintendent represents that she is free to enter into this Agreement of Employment and to perform the services to be rendered and that there is no outstanding contract of employment or obligation that will prevent or impede the purposes of this contract and, further, that she will not enter into such a contract or obligation during the term of this Agreement or extensions thereto.

10. The Board shall devote at least a portion of one meeting during the month of June in each year of the Superintendent's employment by the District to an evaluation in Executive Session of the Superintendent's performance and working relationship with the Board. The Board shall reduce that evaluation to writing in a form mutually agreed upon by the parties. The evaluation shall be based upon performance criteria as mutually established by the Board and the Superintendent by September 10 of each year which shall be reduced to writing in a form mutually agreed upon by the parties. The Superintendent shall be provided with a copy of the written evaluation, at least seven (7) days prior to the Executive Session of the Board scheduled to discuss such evaluation. The performance evaluation prepared pursuant to this paragraph shall be confidential and shall be kept so by the Board and individual Board members, except as otherwise required by law.

11. It is agreed that the Superintendent shall fulfill all aspects of this Agreement. Failure to fulfill the obligations agreed to will be considered as a violation of the Administrators' Code of Ethics and breach of professional agreement in addition to possible disciplinary action, and may be reported to appropriate State and National Associations and authorities.

12. Other than as delineated herein, discharge prior to expiration of the above stated term or subsequent extensions thereto shall only be upon a showing of just cause.

(a) Prior to serving the Superintendent with a written statement of charges pursuant to this Article, the Board individually and/or collectively, shall discreetly refer to the Superintendent, in writing, any and all criticisms, complaints, suggestions, communications, or comments regarding the administration of the District or the Superintendent's performance of duties which may form the basis of formal charges with the understanding that the Superintendent will be afforded the opportunity to address and, if possible, rectify such criticisms, complaints, suggestions, communications or comments.

(b) The Superintendent will be served with a written statement of charges and she shall be offered an opportunity, but shall not be required, to discuss the same with the Board in executive session within seven (7) days of service of the charges.

(c) The Board may, by a majority vote, suspend the Superintendent with pay and benefits pending the hearing set forth below.

(d) The Superintendent has a right to a hearing before an independent Hearing Officer mutually selected. In the event that the parties are unable to agree on a Hearing Officer within seven (7) days of the service of charges, the matter shall be referred to the American Arbitration Association for the appointment of a Hearing Officer from lists submitted under its Voluntary Labor Arbitration Rules. If a designation cannot be made from that list, the American Arbitration Association shall be empowered to designate a Hearing Officer.

(e) The Superintendent shall be given a fair opportunity to hear witnesses and evidence against him, and to present witnesses and evidence on her behalf.

(f) The Superintendent may be represented at her own expense at such a hearing.

(g) A record of that proceeding shall be maintained.

(h) Formal rules of evidence shall not apply.

(i) The Hearing Officer shall issue written Findings of Fact and a disposition of each charge. Both the Board and the Superintendent shall be bound by the decision of the hearing officer. Both parties shall, however, retain their right to appeal the decision of the hearing officer to any forum with jurisdiction.

(j) The Board shall give serious consideration to the findings and recommendations by the hearing officer, and if the board rejects the findings and recommendations, such rejection must be based on reasons based upon the record as expressed in a written determination. Discharge shall be by a majority vote of the entire membership of the Board.

13. If any adjustments in compensation or benefits are made during the term of this Agreement, they shall be in the form of an amendment hereto. Such amendment shall not be construed as a new contract, nor as extending the termination date of this Agreement.

14. The Superintendent shall provide the Board with a minimum of three (3) months' notice of her intent to resign and/or retire from her position. Should the Superintendent fail to comply with this minimum notice requirement, she will not be entitled to use any accumulated vacation days from the date she provides the notice until her separation from employment with the District. However, the Board may waive this notice requirement.

15. Should the Superintendent be unable to perform any or all of her duties by reason of illness, accident, or other cause, and should said disability exist for a period in excess of six

(6) months, or if said disability is permanent, irreparable, or of such duration or nature, as demonstrated by competent medical evidence, so as to seriously impair the Superintendent in the performance of her duties, the Board may, at its option, and notwithstanding any provision herein to the contrary, terminate this Contract upon sixty (60) days written notice to Superintendent, whereupon the respective duties, rights and obligations hereunder shall terminate, except that the Superintendent's continued rights to disability insurance policies under an existing group disability insurance plan shall not be affected for the length of that disability, or other compensation due him as explicitly provided in this Agreement.

16. The District shall defend and indemnify the Superintendent to the maximum extent authorized by Section 18 of the New York State Public Officers Law and New York Education Law. If in the good faith opinion of the Superintendent a conflict exists regarding the defense of any claim between the legal position of the Superintendent and the legal position of the District, the Superintendent may engage her own counsel, in which event the District shall indemnify the Superintendent for costs of legal defense, but only in the event the Superintendent is determined to be or have acted within the scope of her duties. In no event shall the Superintendent be indemnified for the costs of her legal defense to any proceeding commenced against him by the Board of Education.

17. The Superintendent agrees to have a comprehensive medical examination performed by a duly licensed physician of her choice once during each twelve month period of her employment, and to file a statement of the examining physician promptly with the District Clerk certifying her physical competency. Such statement shall be available for review by the Board President and be treated as confidential information by the District. The Board shall

reimburse the Superintendent for the cost of such examination only to the extent that her health insurance does not pay for such examination.

18. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on behalf such signature is executed) with the same force and effect as if such “.pdf” signature page were an original thereof.

IN WITNESS WHEREOF, we have executed this Agreement as of the date set forth above.

DATED: 9/5/18

ONTEORA CENTRAL SCHOOL DISTRICT

By: 
President, Board of Education

DATED: 4/5/18

By: Victoria McLean
Superintendent of Schools