

MARCH 22, 2016
STATEMENT OF TERMS AND CONDITIONS
OF EMPLOYMENT FOR
THE ASSISTANT SUPERINTENDENT FOR BUSINESS
MICHAEL OUIMET

1. EMPLOYMENT

The Board of Education of the Averill Park Central School District (“District”) currently employs Michael Ouimet as the Assistant Superintendent for Business and wishes to set forth, in this statement, the terms and conditions of said employment. Michael Ouimet (hereinafter the “Assistant Superintendent for Business”) accepts said employment subject to the terms and conditions set forth herein and agrees to perform, to the best of his ability, the duties of such position.

The term of this Agreement shall be five (5) years, from July 1, 2016 through June 30, 2021, unless sooner terminated or extended by the parties. This Agreement, and the resolution approving this Agreement, does not establish a term of appointment and employment of Mr. Ouimet as his term and employment is controlled by and subject to the New York State Education Law and the Rules and Regulations of the Commissioner of Education. This Agreement simply sets forth the terms and conditions of such employment so long as such employment continues. No rights as to term of employment or the continuation of compensation and benefits are conferred by this Agreement except those conferred by statute. During the term of his employment, Mr. Ouimet’s employment is subject to termination in accordance to the Education Law and the Rules and Regulations of the Commissioner of Education. In the event of termination, this agreement shall be null and void.

2. ASSISTANT SUPERINTENDENT FOR BUSINESS’ DUTIES AND RESPONSIBILITIES

The Assistant Superintendent for Business shall be required to perform all the duties and responsibilities associated with the title Assistant Superintendent for Business, including but not limited to those in the job description attached hereto as Attachment “A.” The Assistant Superintendent for Business shall possess and continually possess the appropriate certification to perform such duties in this position throughout the tenure of his employment. The failure to maintain such certification is grounds for immediate termination of this Agreement and his employment.

3. GENERAL WORKING CONDITIONS

In order to provide the Board of Education with information, the Assistant Superintendent for Business will be invited to attend all Board meetings. Advance agenda, proposed policies, and related information will be forwarded to the Assistant Superintendent for Business prior to the Board meeting. The Assistant Superintendent for Business may be invited to provide information during executive sessions of the Board.

Operating within the policies, rules, and regulations of the Board of Education, written directives of the Superintendent of Schools, terms of agreements with other negotiating units, and job description, the Assistant Superintendent for Business shall have general control of his area of supervision.

4. WORK YEAR AND WORK DAY

(a) The Assistant Superintendent for Business shall be a twelve (12) month employee, from July 1st to June 30th

(b) On days when school is closed due to inclement weather or other emergency conditions, the Assistant Superintendent for Business shall be required to report for work, unless directed otherwise by the Superintendent.

(c) The Assistant Superintendent for Business' work day shall be eight (8) hours, including a one half (½) hour lunch period.

5. PAID LEAVES OF ABSENCE

(a) Vacation Leave

(1) The Assistant Superintendent for Business shall be entitled to thirty (30) days of paid vacation leave each school year.

(2) All vacation must be approved, in advance, by the Superintendent of Schools.

(3) The Assistant Superintendent for Business shall be entitled to carry over up to five (5) days of unused vacation leave each school year. No more than thirty-five (35) shall be available for use at any time (inclusive of any newly granted leave each year).

(b) Sick and Personal Leave

(1) The Assistant Superintendent for Business shall be entitled to fifteen (15) days of leave per year to be used for the purpose of personal illness. Unused sick leave shall accumulate up to a maximum of two hundred forty (240) days. Upon the accrual of thirty (30) sick leave days, the Assistant Superintendent for Business may choose to either accrue unused days, to the 240 maximum, or be paid \$100 for each such unused sick day. Upon accumulating the maximum 240 days, the Assistant Superintendent for Business shall be paid \$100 for each unused day over 240 days. Upon separation of the Assistant Superintendent for Business from service with the District due to death, disability, retirement or termination, he shall be paid \$100 for each unused and accumulated sick and personal leave day. The funds will be paid into a non-elective deferral a 403(b) account.

(2) The Assistant Superintendent for Business shall be entitled to a total of three (3) days per year for the purpose of personal leave. Personal leave is meant to be taken only for the purpose of attending to personal business which cannot otherwise be addressed outside of normal business hours. The Assistant Superintendent for Business must provide the Superintendent of Schools with at least two (2) days' notice of his intention to use personal leave, whenever possible. All unused personal leave days shall accumulate and shall be added to the personal illness days accumulated by the Assistant Superintendent for Business.

(c) Family Illness or Bereavement Leave

The Assistant Superintendent for Business shall be entitled to up to ten (10) days of leave per year, with pay, in the event of the death or serious illness of members of his immediate family. Immediate family shall mean his spouse or the children, parents, grandparents, grandchildren or siblings of either the Assistant Superintendent for Business or his spouse.

(d) Professional Development Days

The Assistant Superintendent for Business shall be entitled to up to three (3) professional development days for the purpose adhering to CPA continuing professional education requirements.

6. UNPAID LEAVES OF ABSENCE

Leaves of absence of up to two years may be granted to the Assistant Superintendent for Business for the purpose of joining the Peace Corps or similar organization; one year for service as an exchange teacher/administrator. A leave of absence of up to one year may be granted by the Board for personal reasons. A leave of absence of up to two years may be granted to the Assistant Superintendent for Business, if he experiences any personal illness or injury which extends beyond the period covered by his accumulated sick leave. Additional leave time may be granted upon recommendation of the Superintendent of Schools, at the discretion of the Board of Education.

These leaves of absence shall be without pay, benefit credits, or increment, nor shall time spent on leave count as part of the time required for probationary service. Upon return from leave, the Assistant Superintendent for Business will be granted all benefits to which he was entitled when the leave commenced and be returned to the same position, if available, or if not, to a substantially equivalent position. The Assistant Superintendent for Business, after having served at least 80 school days in the school year in which the leave commenced, shall receive salary increases the same as would have been granted had the year been completed.

7. HOLIDAYS

Provided school is not in session, the Assistant Superintendent for Business shall be granted leave with pay for the following holidays:

- | | |
|------------------------------------|-----------------------------------|
| Independence Day | New Year's Eve and New Year's Day |
| Labor Day | Martin Luther King Day |
| Columbus Day | President's Day |
| Veteran's Day | Good Friday |
| Thanksgiving Day and the day after | Memorial Day |

8. INSURANCE AND OTHER BENEFITS

(a) **Health Insurance:** The Assistant Superintendent for Business shall pay fifty five (55%) percent of the cost of the premium for a health insurance plan of his choice, as provided by the District. Premium costs shall be paid through the District's IRS Section 125 plan.

(b) **Retiree Health Insurance:** After fourteen (14) years of continuous service to the District, provided he retires from the District pursuant to the requirements of the New York State Teacher's Retirement System and is receiving pension benefits, the Assistant Superintendent for Business shall be entitled to continue to be covered under the District health insurance plan, as such plan may thereafter change as offered to the teacher bargaining unit. Payment for such coverage shall be twenty (20%) percent for individual coverage, plus sixty five (65%) percent of the cost of dependent coverage. If he retires with less than fourteen (14) years of District service, he may continue coverage under the District's group plan by paying the entire premium cost.

(c) **Other Losses:** The Assistant Superintendent for Business shall be reimbursed up to a maximum of \$300.00 for bodily appurtenances and clothing not covered by Workers' Compensation which have been damaged or destroyed as a result of an assault suffered by the Assistant Superintendent for Business while acting within the scope of his employment. Items damaged as a result of personal negligence by the Assistant Superintendent for Business shall not be subject to reimbursement.

(d) **Tax Deferred Annuities:** The Assistant Superintendent for Business may, in accordance with New York State Law, elect to withhold and transfer an amount of his salary, said amount to be determined by the Assistant Superintendent for Business, to participate in a tax deferred annuity program of his choice, either a 403(b) or 457(b) plan. The Assistant Superintendent for Business must elect to participate in such a program in writing, submitted to the District by June 1 of each school year to be effective July 1 of the subsequent school year.

(e) The Assistant Superintendent for Business shall be entitled to participate in the District's IRS §125 Plan.

9. COMPENSATION

The Assistant Superintendent for Business's base salary for the school years covered under this contract shall be:

2016-17 - One Hundred Forty Six Thousand One Hundred Eighty Nine (\$146,189) Dollars

2017-18 - One Hundred Fifty Thousand Nine Hundred Forty (\$150,940) Dollars

2018-19 - One Hundred Fifty Five Thousand Eight Hundred Forty Six (\$155,846) Dollars

2019-20 - One Hundred Sixty Thousand Nine Hundred Eleven (\$160,911) Dollars

2020-2021 - One Hundred Sixty Six Thousand One Hundred Forty One (\$166,141) Dollars

This will be paid in equal installments in accordance with the rules of the Board governing salary payment to other District employees. Salary for future years will be determined by the Board, but in no event shall his salary be decreased in any school year from that which he received in the preceding year.

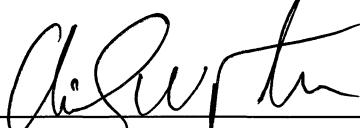
10. PERFORMANCE EVALUATION

The Superintendent of Schools and/or her designee shall evaluate the performance of the Assistant Superintendent for Business at least once per year and shall report the results of such evaluation to the Assistant Superintendent for Business and to the Board of Education, no later than May 1st. The Assistant Superintendent for Business may submit a written response to the evaluation which will also be included in his personnel file.

11. TERMINATION

The Assistant Superintendent for Business's employment and this agreement may be terminated by written agreement between the Board and the Assistant Superintendent for Business, or by written notice to the Board, by the resignation of the Assistant Superintendent for Business, upon sixty (60) days notice. Termination for cause shall be in accordance with the Education Law.

AVERILL PARK CENTRAL SCHOOL DISTRICT


By: Chris Foster
Board of Education President

3/24/16
Date

I have read the above statement of Terms and Conditions of Employment and hereby accept employment in accordance with said terms and conditions.

MICHAEL OUIMET



**ADDENDUM TO THE CONTRACT
OF THE
ASSISTANT SUPERINTENDENT FOR BUSINESS MICHAEL OUIMET
July 7, 2020**

WHEREAS, the Board of Education of the Averill Park Central School District ("District") and Michael Ouimet ("Assistant Superintendent for Business") are parties to an employment agreement dated, March 22, 2016, (the "Agreement"); and

WHEREAS, the Board of Education approved an Addendum to the Agreement at its meeting on August 21, 2017 ("2017 Addendum") (hereinafter collectively referred to as "Agreement"); and,

WHEREAS, the Board and the Assistant Superintendent for Business have met to consider changes in certain provisions of the Agreement; and

WHEREAS, the parties wish to amend the Agreement to reflect such changes, as follows:

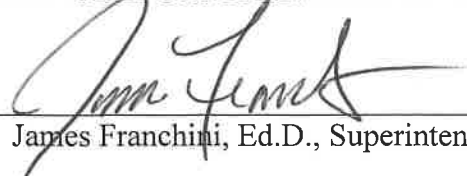
1. **Article 1, Employment**, is hereby amended to extend the term of employment to June 30, 2022. The Assistant Superintendent's salary for the 2021-2022 school year shall be the same as it was for the 2020-2021 school year.

2. **Article 8 (f)** which was added by the 2017 Addendum is amended to read as follows:


"the Assistant Superintendent for Business is hereby permitted to enroll his daughter, Bailey Ouimet, in the Averill Park Central School District on a tuition free basis, provided that he is responsible for transportation to and from school, he assumes responsibility for having his child supervised until he can complete his administrative responsibilities, and the care of his child will not interfere with after school professional responsibilities. This right shall continue even should the Assistant Superintendent for Business retire from the District prior to his daughter graduating."

3. All other provisions of the Agreement shall remain in full force and effect, in accordance with the terms of the Agreement.

AVERILL PARK CENTRAL SCHOOL DISTRICT

BY: 
James Franchini, Ed.D., Superintendent

ASSISTANT SUPERINTENDENT
FOR BUSINESS


Michael Ouimet