

**STATEMENT OF TERMS AND CONDITIONS
OF EMPLOYMENT AGREEMENT
FOR
THE DIRECTOR OF PERSONNEL DEVELOPMENT**

Agreement made this 12th day of June, 2023, by and between the **Board of Education of the Averill Park Central School District**, a School District duly organized and existing under and by virtue of the laws of the State of New York, having its offices in the City of Averill Park, County of Rensselaer, and State of New York (hereinafter "the District"), and

Kimberly Nugent,

WHEREAS, the Board of Education of the District (hereinafter "the Board") at a meeting duly held on April 8, 2019 passed a resolution appointing Kimberly Nugent to the position of Director of Personnel Development (hereinafter "Director") for a term which was thereafter subject to a term as governed by this Agreement and the applicable Education Law and Regulations of the Commissioner of Education and entered into a Terms and Conditions Agreement dated April 8, 2019 ("Agreement"); and,

WHEREAS, the Board of Education and Director entered into an Amendment of the Agreement in 2022 regarding health insurance (herein the Agreement and the Amendment are collectively referred to as "Agreement"); and,

WHEREAS, the parties wish to amend and replace any previously executed Agreement or Amendment to reflect the present terms and conditions of employment; and,

WHEREAS, the parties wish to enter into a new written Terms and Conditions Agreement (hereinafter "Agreement") pursuant to the Education Laws of the State of New York setting forth the terms and conditions of said employment and the Board by its resolution authorizes the President of the Board to enter into an Agreement with the Director.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and pursuant to the aforesaid Resolution, the parties agree as follows:

1. EMPLOYMENT

The Board of Education of the Averill Park Central School District ("District") wishes to continue to employ Kimberly Nugent as the Director of Personnel Development and wishes to set forth, in this Agreement, the terms and conditions of said employment. Kimberly Nugent (hereinafter the "Director") accepts said employment subject to the terms and conditions set forth herein and agrees to perform, to the best of her ability, the duties of such position.

The term of appointment and employment of the Director is controlled by and subject to the New York State Education Law and the Rules and Regulations of the Commissioner of Education, and is not established by this Agreement or the District's resolution. 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 her employment, the Director'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. DIRECTOR'S DUTIES AND RESPONSIBILITIES

A. The Director shall faithfully perform the duties of Director as prescribed by the laws of the State of New York, by the rules and regulations made thereunder and as assigned to the Director by the Superintendent of Schools (hereinafter "Superintendent") and/or Board of Education.

B. During the term of this Agreement, the Director shall faithfully, diligently, and in accordance with accepted professional standards perform and discharge the duties and responsibilities of said position as the same are set forth in the Education Law, Civil Service Law, and other applicable statutes, laws, rules, and/or regulations and the duties and/or responsibilities established by the Board and/or Superintendent pursuant to such statutes, laws, rules, and/or regulations.

C. During the term of this Agreement, the Director shall devote full time, skills, labor, and attention to the performance and discharge of various prescribed and established duties and/or responsibilities, provided however, that upon the express prior consent of the Superintendent, the Director may, on occasion, undertake consultation work, speaking engagements, and/or professionally related writing or lecturing provided that any such activity:

- a. is performed at no expense to the District;
- b. is done on other than District time;
- c. does not reflect poorly on the District;
- d. does not conflict with the District's interests; and
- e. does not interfere with or materially affect the performance and/or discharge of the Director's duties and/or responsibilities under this Agreement.

D. The Director represents that the Director will, throughout the term of her employment, hold any valid certificate which may be required to perform the assigned duties. Failure to possess and retain required certification shall be grounds for dismissal. If the facts upon which the Board based its decision to employ the Director are found to be false, such inaccuracies shall be cause for the immediate termination of this Agreement and of the employment of the Director.

3. WORK YEAR AND WORK DAY

A. The Director 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 Director shall be required to report for work, unless directed otherwise by the Superintendent.

D. The Director shall work an eight (8) hour day, including a one half (½) hour lunch period.

E. Holidays - Provided school is not in session, the Director 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
Christmas Eve & Christmas Day	Rosh Hashanah & Yom Kippur (When observed as Holidays by the District)
	Juneteenth (if school is closed)

4. COMPENSATION

The Director's base salary for the school years covered under this Agreement shall be:

A. July 1, 2023 to June 30, 2024 – An annual salary of One Hundred and Nine Thousand Seven Hundred and Ten Dollars (\$109,710.00);

C. July 1, 2024 to June 30, 2025 – An annual salary of One Hundred and Thirteen Thousand Five Hundred and Fifty Dollars (\$113,550.00);

D. July 1, 2025 to June 30, 2026 – One Hundred and Seventeen Thousand Five Hundred and Twenty-Four Dollars (\$117,524.00).

E. Salary 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 the Director's salary be decreased in any school year from that which was received in the preceding year.

F. Effective July 1, 2023, the District will make an annual non-elective contribution of \$2,500 towards the Director's 403b account and each July thereafter, in accordance with any applicable law.

5. LEAVE BENEFITS

A. Vacation Leave -

(a) The Director shall be entitled to twenty-five (25) days of paid vacation leave each school year, exclusive of holidays, credited on July 1st of each year. Use of vacation leave is encouraged.

(b) All vacation must be approved, in advance, by the Superintendent of Schools. The Director shall report the use of vacation leave to the Superintendent, or other duly designated person, for the purpose of maintaining an accurate accounting of such leave.

(c) The Director shall be entitled to carry over up to five (5) days of unused vacation leave each school year. At no time will the Director have more than thirty (30) unused vacation leave days at the commencement of a year, inclusive of any current year's allotment. Any unused vacation days beyond that number shall be forfeit.

(d) The Director is also eligible to annually cash in up to three (3) days of unused vacation leave at the Director's per diem at the conclusion of each year. In order to exercise this right of cash in for vacation leave, the Director must notify the Superintendent of Schools, or his/her designee, no later than June 1st of the school year of payment.

B. Sick and Personal Leave –

(a) The Director shall be credited with twenty-five (25) sick leave days effective upon her employment for her use throughout the term of this Agreement as an initial "bank" of days above and beyond the annual allocation of sick leave described herein. The Director shall be credited with fifteen (15) days of paid sick leave per school year, which shall be credited on July 1 of each school year. Sick leave may be used for illness or injury to the Director or a member of her immediate family. "Immediate family" shall be defined as spouse, children, parents, grandparents or siblings.

(b) Unused sick leave days may be accumulated by the Director from year to year, if unused, up to a maximum limit of 240 days. Upon the accrual of thirty (30) sick leave days, not counting the initial bank of twenty-five (25) days, the Director may choose to either accrue unused days, to the 240 maximum or elect to cash in unused sick leave days and be paid \$100 for each unused sick leave day. In addition, upon retirement from the District in accordance with the rules of the New York State Teachers' Retirement System (NYSTRS) or separation from employment with the District, the Director will be paid for all unused and accumulated sick leave days at the time of such retirement at the rate of \$100 per day which shall be paid into a non-elective deferral IRS 403(b) account designated by the Director. When the Director leaves the employment of the District she will not be entitled to payment for any unused or accumulated sick leave days, except as provided in this provision. The initial twenty-five (25) days of sick leave "bank" provided in "a" above, shall be excluded from any payment or payment calculation set forth herein. Such days are solely available for use as paid sick days during the Director's employment.

(c) The Director shall report the use of sick leave to the Superintendent, or other duly designated person, for the purpose of maintaining an accurate accounting of such leave.

(d) The Director shall be credited with three (3) days of personal leave each year. 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. Personal leave cannot be taken for recreational or vacation purposes. All personal leave must be approved, in advance, by the Superintendent of Schools. Any unused personal leave at the end of each year will be added to the Director's accumulated sick leave. The Director shall report the use of personal leave to the Superintendent, or other duly designated person, for the purpose of maintaining an accurate accounting of such leave.

C. Bereavement Leave –

(a) The Director shall be entitled to five (5) consecutive calendar days of paid leave due to and immediately following a death in her immediate family. "Immediate family" is defined as spouse, children, parents, grandparents, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

(b) If the death occurs while the Director is on sick or vacation leave, the days used for the bereavement leave shall not be deducted from her accumulated sick or vacation leave. Unused bereavement leave days shall not accrue or carry over in any manner.

(c) The Board may grant additional bereavement leave days in circumstances where it determines that such additional leave is necessary and justified.

(d) The Director shall report the use of bereavement leave to the Superintendent, or other duly designated person, for the purpose of maintaining an accurate accounting of such leave.

6. INSURANCE AND ANNUITIES

A. Health Insurance: The Director shall be entitled to coverage under the District's health (with prescription drug) insurance plan, currently CDPHP Model EPO Plan, for the Director and her dependents, as such plan may be established by the Board, as set forth herein. Such plan(s) shall be the plan available to other employees in the District which may change from time to time. The District shall pay 75% of the premium cost of such coverage and the Director shall pay the remaining 25% premium cost through payroll deduction or may be paid through the District's IRS Section 125 plan.

B. Health Insurance in Retirement – Provided she remains employed by the District for a minimum period of ten (10) continuous years, and upon her retirement from the

District in accordance with the rules and regulations of the NYSTRS, the District will provide her with health (with prescription drug) coverage, for the remainder of her life. Payment for such coverage shall be on the same basis and subject to the same contributions, as such coverage was provided at the time of retirement for an individual plan, plus sixty-five (65%) percent of the cost of dependent coverage. Only dependents consisting of a spouse and dependent children the Director has at the time of her retirement are eligible for dependent coverage under this provision. The Director shall be afforded the ability to participate in the health (with prescription drug) plans in existence from the School District as such plans may change from time to time during the Director's retirement.

C. Health Insurance Buy-Out – The Director may elect to waive the health insurance set forth above during employment and receive an annual payment of \$1,500.00 for any coverage (individual or dependent), depending on her eligibility for such coverage under the following conditions:

a. She must provide written notice to the District's Business Office on or before June 1st of the desire to waive coverage effective July 1st the following school year. This notice must be repeated each year;

b. She must submit proof with her request that she is covered by health insurance through her spouse;

c. She may reinstate such coverage before the following July 1st for circumstances permitted by the District's carrier due to loss of alternative coverage; and,

d. The payment for waiver of coverage shall be made in June of the year in which coverage is waived, less any deductions. Should the Director waive coverage for a partial year due to need to reinstate coverage, a pro-rata portion of the annual payment will be made.

D. Dental and Optical Insurance – The Director shall be entitled to participate in dental and optical plans made available by the School District, for either individual or dependent coverage, with the District contributing 75% of the premium and the Director contributing the remaining 25% of premium through payroll deductions.

E. Tax Deferred Annuities: The Director may, in accordance with New York State Law, elect to withhold and transfer an amount of her salary, said amount to be determined by the Director, to participate in a tax deferred annuity program of her choice, either a 403(b) and/or 457(b) plan. The Director 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.

F. The Director shall be entitled to participate in the District's IRS §125 Plan.

7. OTHER BENEFITS

(a) Travel Reimbursement: Consistent with any travel reimbursement policy adopted by the District, the District shall reimburse the Director for mileage resulting from out of District travel (other than commuting travel) relating to School District business at the rate established by the Board annually at the organizational meeting of the Board when she is required to use her personal car in the performance of official duties for such travel. The Director shall submit a monthly voucher for reimbursement of travel expenses to the Director for Business.

(b) Cell Phone/Computer: The District shall provide the Director with a cell phone and laptop computer for use for the conduct of School District business which may, as set forth below, include reasonable and incidental personal use. The cell phone and computer shall be the property of the District and shall be returned to the District at the time the Director leaves the employment of the District. The cell phone and computer are to be used for business related to the School District. However, the Board understands that included within approved use of the cell phone and computer is some reasonable and incidental personal use.

(c) Conferences: The Director shall be entitled to attend any conferences, meetings or workshops directly related to education and her position with the District, with the prior approval of the Superintendent. Attendance at any such approved conference will not be charged against any leave allocation provided herein.

(d) Professional Associations: The District shall reimburse the Director for dues incurred through membership in professional associations, subject to the prior approval of the Superintendent of Schools.

8. PERFORMANCE EVALUATION

The Superintendent of Schools shall evaluate the performance of the Director at least once per year and shall report the results of such evaluation to the Board of Education in executive session. The Director may submit a written response to the evaluation which will also be included in her personnel file. The Superintendent, in consultation with the Director, shall develop formal procedures for the review of work performance.

9. TERMINATION

The Director's employment and this Agreement may be terminated by written agreement between the Board and the Director, or by written notice to the Board of the resignation of the Director, upon thirty (30) days' notice. Any other termination shall be governed by the applicable Education Law and Regulations of the Commissioner of Education.

10. MISCELLANEOUS

1. The validity or enforceability of any particular provision of this Agreement shall not affect its other provisions and this Agreement shall be construed in all respects as if such

invalid or unenforceable provision has been omitted.

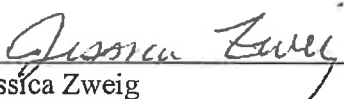
2. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. Any action by either party concerning this Agreement shall be commenced in New York State Supreme Court for the County of Rensselaer.

3. The failure of either party at any time to require the performance by the other of any of the terms, provisions or agreement hereof shall in no way affect the right thereafter to enforce same and shall not constitute the waiver of either party hereto of any breach of any of the terms, provisions or agreement or be construed as a waiver of any succeeding breach.

4. The original of this Agreement shall be filed with the Clerk of the Board of Education.

5. This Agreement constitutes the entire contract between the parties and contains all the agreements between them with respect to the subject matter hereof. This shall supersede all prior agreements and/or resolutions in regard to the employment of the Superintendent.

The above terms and conditions of employment are offered in consideration of your satisfactory service to the Averill Park Central School District, subject to the approval of the Board of Education of the District.



Jessica Zweig 6/12/2023
President, Board of Education Dated

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



Kimberly Nugent 6/8/23
Director Dated