

EMPLOYMENT AGREEMENT

BETWEEN

MARLBORO CENTRAL SCHOOL DISTRICT

And

ROSANNE MELE

2014-2015

1. PARTIES

This agreement is between the Marlboro Central school District (hereinafter referred to as the "District"), and Ms. Rosanne Mele (hereinafter referred to as the "Ms. Mele").

2. PURPOSE

This agreement sets forth the terms and conditions of employment by the District of Ms. Mele and supersedes all previous agreements written or oral.

3. DUTIES

Ms. Mele shall perform all of the duties and responsibilities of the position of Director of Student Services and as assigned by the Superintendent of Schools of the District, pursuant to the provisions of the Education Law of the State of New York, and shall be responsible directly to the Superintendent of the District.

4. LAW GOVERNING

The interpretation of this agreement shall be governed by the Laws of the State of New York and the policies of the Board of Education. This agreement shall not adversely affect the rights of Ms. Mele, under New York State Law.

5. HEALTH INSURANCE

5.1 Ms. Mele shall be permitted to participate in the District's medical health insurance program, with the District contributing 80% of the premium costs. Ms. Mele, may be able to opt out of the health insurance program and receive a payment of 60% of the individual or family premium, but the amount will not exceed \$4,000.00. To be entitled to the above-referred payment, Ms. Mele must produce proof of health insurance coverage from another source at the time of application. Re-entry shall be conditional upon Ms. Mele repaying on a pro-rated basis for each month remaining in the school year in question and upon the rules governing re-entry by the health insurance provider.

5.2 Ms. Mele in retirement, shall be entitled to receive the same type of health insurance coverage as it pertains to individual, family or two-person coverage that Ms. Mele was eligible to receive or was receiving, at the time of her retirement from the District, If Ms. Mele's eligibility status changes during his retirement, then her health insurance coverage as it pertains to her individual, family or two-person coverage, shall be adjusted accordingly. Whichever is elected, the District shall pay the full cost of coverage. In order to be entitled to retiree health insurance, the retiree must have had ten (10) consecutive years of District service as of the date of his retirement.

5.3 The District shall provide full reimbursement of the Medicare Part B premium for Ms. Mele in retirement.

5.4 Ms. Mele shall be entitled to participate in the district's section 125 Internal Revenue Code Flexible Benefit Plan to include all health-related costs (e.g. deductibles, co-pays, prescriptions, etc.) through a third party administrator.

6. DENTAL INSURANCE AND OTHER INSURANCE

Ms. Mele shall be entitled to participate in the District's dental plan and/or welfare trust plan on the same basis as other certified personnel within the district. The district will contribute the same amount as it contributes for administrators. Ms. Mele will also be eligible to receive any payments made from the Dental Reserve Fund.

7. TAX SHELTER ANNUITIES

The District shall make appropriate reductions in pay for Ms. Mele if she chooses to request tax sheltered annuity reductions and shall forward any amount so designated by Ms. Mele to an approved vendor through a remitting agent.

8. SALARY

8.1 Ms. Mele shall be entitled to a salary increases as determined by the Board of Education for the Administrators. The salary increases may be adjusted by the Board of Education. The salary for the 2014-2015 school years, is \$140,482.

8.2 Ms. Mele shall be entitled for longevity payments in the same amounts as the Administrators.

8.3 Ms. Mele shall be entitled for a doctoral degree payment in the amount of \$2,000.00 upon receipt of a Doctoral Degree.

9. HOLIDAYS

The District's annual calendar, as established by the Board of Education, shall identify the holidays that will not require Ms. Mele's attendance at work.

10. VACATION TIME

Ms. Mele shall be entitled to twenty (20) days, of non-cumulative vacation time and may redeem up to one half of unused vacation days with approval of the Superintendent, for additional compensation based on 1/220th of her salary.

11. SICK LEAVE

11.1 At the beginning of each school year, Ms. Mele shall be granted fourteen (14) days, of sick leave per year, cumulative to 220 total days, which may be used for personal illness/medical reasons for herself or members of her immediate family.

11.2 If Ms. Mele is confined with a continuing illness or extended disability for more than the total of the allowed and accumulated sick leave, the Board of Education may authorize Ms. Mele to receive up to 220 days with full pay in the event of such extended disability.

11.3 Upon retirement, Ms. Mele shall be paid \$90.00 per day from day 1 to 220 of unused sick leave.

12. PERSONAL LEAVE

Ms. Mele will be entitled to take no more than four (4) personal leave days, with prior approval of the Superintendent of Schools, per school year to attend to personal business, which cannot be conducted during normal work hours. Unused personal leave shall be added to accumulated sick leave at the end of each year.

13. BEREAVEMENT LEAVE

Ms. Mele is entitled to three (3) bereavement leave days per school year due to the passing of a member of her immediate family (as defined in the Administrators' Collective Bargaining Agreement with the District).

14. RETIREMENT INCENTIVE

14.1A retirement incentive shall be made available to Ms. Mele providing she notifies the District of his intent to retire by February 1st in his first year of eligibility without a teacher retirement system penalty and with at least ten (10) years of administrative experience in the District. By notifying the District by February 1st, Ms. Mele shall receive a lump sum payout of \$17,000 within thirty (30) days of the effective date of retirement.

14.2By electing this retirement incentive, Ms. Mele shall be entitled to be paid \$100 per day from days 1 – 220 of unused sick leave.

14.3 If Ms. Mele elects to participate in this retirement incentive, an Employer Non-Elective Contribution into a school district established Internal Revenue Service Section 403(b) tax-sheltered annuity plan for the benefit of eligible employees as defined in the Administrators Collective Bargaining Agreement with the District, by which the District will contribute an amount calculated to be Ms. Mele's accumulated unused sick leave or retirement incentive.

15. JURY DUTY

The District shall grant leave without loss of pay for jury duty. Ms. Mele shall apply for such leave in writing and shall submit in advance of taking such leave, a copy of the notice to appear for jury duty to the Superintendent. Upon termination of this leave, Ms. Mele shall submit a signed written statement stating the amount of time actually consumed for jury duty. Ms. Mele shall rebate the District all jury duty pay.

16. PROFESSIONAL DUES AND CONFERENCES

The District encourages Ms. Mele's membership and participation in professional activities and shall pay for memberships in appropriate organizations and conference attendance subject to budgetary constraints, with reasonable expenses, and requires the prior approval of the Superintendent of Schools.

17. OTHER EXPENSES

The District agrees to reimburse all reasonable expenses incurred as a result of the performance of the duties of the position (including mileage at established IRS rate), with the understanding that extraordinary reimbursements must be approved in advance by the Superintendent of Schools.

18. TUITION REIMBURSEMENT

18.1 Ms. Mele shall be reimbursed for graduate courses at an amount not to exceed \$1,500 (non-escalating) provided, in the opinion of the Superintendent, the course(s) taken are directly relevant to the administrator's responsibilities and/or duties.

18.2 Requests for graduate credit payment must be made in advance to the Superintendent for approval.

18.3 Upon successful completion of graduate study, reimbursement shall be made.

19. INDEMNIFICATION

The District agrees, as a further condition of this employment contract, that it shall defend, hold harmless, and indemnify Ms. Mele from any and all demands, claims, suits, actions, and legal proceedings brought against Ms. Mele in his individual capacity, or in her official capacity as agent and employee of the district, provided the incident arose while Ms. Mele was acting within the scope of employment or under the direction of the Superintendent and/or Board

of Education, including but not limited to all uninsured financial loss arising out of any proceeding, claim, demand, suit, or judgment by reason of alleged negligence or other conduct resulting in bodily or other injury to any person or damage to the property of any person. Ms. Mele shall provide the district copies of any summons, claims, or other papers received from any court or State or Federal Agency which commences any action against her for the district, within five (5) days of service of paper on Ms. Mele.

20. TERMINATION

20.1 The District, is committed to providing all reasonable assistance to insure Ms. Mele's success, with the understanding that she is entitled to all rights, obligations and protections afforded by New York State law, and in accordance with 3020-a of the Education Law. Nothing herein shall prevent the District from exercising its option to abolish the position of Director of Student Services.

20.2 Ms. Mele shall provide the Superintendent of Schools with no less than sixty (60) days written notice of his intent to terminate this contract.

21. MODIFICATION OF AGREEMENT

No modification, or waiver, of any of the terms of this agreement shall be valid unless in writing and unless the same are executed with the same formality as this agreement. In addition, no waiver of any breach or default hereunder shall be determined a waiver of any subsequent breach or default of the same or similar nature, nor shall the same be considered a waiver of any other term or provision of this agreement.

22. SEVERABILITY CLAUSE

The invalidity of any particular provision of this Agreement shall not effect any other provision hereof and this Agreement shall be construed as if the invalid portion of any such provision were omitted. Should federal or state law grant further or additional rights to Ms. Mele, such shall prevail.

The term of this agreement begins on July 23, 2014.

Dated: _____ MARLBORO CENTRAL SCHOOL DISTRICT

Board of Education President

Rosanne Mele

BOE Resolution #