

EMPLOYMENT AGREEMENT

BETWEEN

MARLBORO CENTRAL SCHOOL DISTRICT

And

RICK WHEELER

2013-2014

1. PARTIES

This agreement is between the Marlboro Central school District (hereinafter referred to as the "District"), and Mr. Rick Wheeler (hereinafter referred to as the "Mr. Wheeler").

2. PURPOSE

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

3. DUTIES

Mr. Wheeler shall perform all of the duties and responsibilities of the position of Computer Technician and as assigned by the Superintendent of Schools of the District, pursuant to the provisions of New York State Law and specifically New York Civil Service Law.

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 Mr. Wheeler, under New York State Law.

5. HEALTH INSURANCE

5.1 Mr. Wheeler shall be permitted to participate in the District's medical health insurance program, with the District contributing 90% of the premium costs. Mr. Wheeler 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, Mr. Wheeler must produce proof of health insurance coverage from another source at the time of application. Re-entry shall be conditional upon Mr. Wheeler 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 Mr. Wheeler 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 Mr. Wheeler was eligible to receive or was receiving, at the time of his retirement from the District, If Mr.

Wheeler eligibility status changes during his retirement, then his health insurance coverage as it pertains to his individual, family or two-person coverage, shall be adjusted accordingly. Whichever is elected, the District shall pay the full cost of coverage.

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

5.4 Mr. Wheeler 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

Mr. Wheeler 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 secretarial unit members. Mr. Wheeler 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 Mr. Wheeler if he chooses to request tax sheltered annuity reductions and shall forward any amount so designated by Mr. Wheeler to an approved vendor through a remitting agent.

## 8. SALARY

8.1 Mr. Wheeler shall be eligible for a salary increases as determined by the Board of Education. The salary increases may be adjusted by the Board of Education. For the 2013-2014 school year, the total salary is \$84,936 (Includes longevity).

8.2 Mr. Wheeler shall be eligible for longevity payments in the same amounts as the UPSEU Secretarial Unit members. The payment of the 10 year longevity amount to be delayed until the 2014-15 school year.

## 9. HOLIDAYS

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

## 10. VACATION TIME

Mr. Wheeler shall be entitled to eighteen (18) days, of non-cumulative vacation time and may redeem five (5) unused vacation days with approval of the Superintendent, for additional compensation based on  $1/240^{\text{th}}$  of his salary.

## 11. SICK LEAVE

11.1 At the beginning of each school year, Mr. Wheeler shall be granted thirteen (13) days, of sick leave per year, cumulative to 220 total days, which may be used for personal illness/medical reasons for himself or members of his immediate family.

11.2 If Mr. Wheeler 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 Mr. Wheeler to receive up to 220 days with full pay in the event of such extended disability.

11.3 Upon retirement, Mr. Wheeler shall be paid \$60.00 per day from day 1 to 220 of unused sick leave.

## 12. PERSONAL LEAVE

Mr. Wheeler 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

Mr. Wheeler is entitled to three (3) bereavement leave days per school year due to the passing of a member of his immediate family (as defined in the UPSEU Secretarial Unit Collective Bargaining Agreement with the District).

## 14. JURY DUTY

The District shall grant leave without loss of pay for jury duty. Mr. Wheeler 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 immediate supervisor. Upon termination of this leave, Mr. Wheeler shall submit a signed written statement stating the amount of time actually consumed for jury duty. Mr. Wheeler shall rebate the District all jury duty pay.

## 15. PROFESSIONAL DUES AND CONFERENCES

The District encourages Mr. Wheeler's membership and participation in professional activities and shall pay for memberships in appropriate organizations, with the understanding that conference attendance is subject to budgetary constraints, reasonable expenses, and requires the prior approval of the immediate supervisor.

## 16. 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 immediate supervisor.

## 17. INDEMNIFICATION

The District agrees, as a further condition of this employment contract, that it shall defend, hold harmless, and indemnify Mr. Wheeler from any and all demands, claims, suits, actions, and legal proceedings brought against Mr. Wheeler in his individual capacity, or in his official capacity as agent and employee of the district, provided the incident arose while Mr. Wheeler 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. Mr. Wheeler 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 him for the district, within five (5) days of service of paper on Mr. Wheeler.

## 18. TERMINATION

The District, is committed to providing all reasonable assistance to insure Mr. Wheeler's success, with the understanding that he is entitled to all rights, obligations and protections afforded by New York State law, and in accordance with Section 75 of the New York State Civil Service Law. Nothing herein shall prevent the District from exercising its option to abolish the position of Computer Technician.

## 20. 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.

## 21. 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 Mr. Wheeler, such shall prevail.

The term of this agreement begins on July 1, 2013.

Dated: \_\_\_\_\_ MARLBORO CENTRAL SCHOOL DISTRICT

\_\_\_\_\_  
Superintendent of Schools

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Rick Wheeler