

EMPLOYMENT AGREEMENT BY AND BETWEEN
THE SOUTH GLENS FALLS CENTRAL SCHOOL DISTRICT AND
Director of Personnel Development

Employee's Name: Flora Covey

Title: Director of Personnel Development

Date of Agreement: June 17, 2021

1. Employment

The Board of Education of the South Glens Falls Central School District ("District") hereby employs Flora Covey and wishes to set forth, in this statement, the terms and conditions of said employment. Flora Covey (hereinafter the "Director of Personnel Development") accepts said employment subject to the terms and conditions set forth herein and agrees to perform, to the best of his/her ability, the duties of such position.

The term of appointment and employment of Flora Covey 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 terms of employment or the continuation of compensation and benefits are conferred by this Agreement except those conferred by statute. During the term of his/her employment, Flora Covey's employment is subject to termination in accordance with 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 of Personnel Development's Duties and Responsibilities

The Director of Personnel Development shall be required to perform all the duties and responsibilities associated with the title of Director of Personnel Development, including but not limited to those in the job description attached hereto as Attachment "A".

3. Terms of Employment

(a) The Director of Personnel Development shall be a twelve (12) month employee, from July 1st to June 30th. On days when school is closed due to inclement weather or other emergency conditions, the Director of Personnel Development shall be required to report for work, unless directed otherwise by the Superintendent.

(b) The initial term of employment is a four-year appointment commencing on July 1, 2021 to June 30, 2025. The employment of Flora Covey shall be subject to the provisions of the Education and Law.

4. Vacation Leave

- (a) The Director of Personnel Development shall be entitled to twenty (20) days of paid vacation leave each school year, exclusive of holidays, credited on July 1st of each year. If unused, a maximum of 10 days may be rolled over and accumulated, up to a maximum of twenty (20) days.
- (b) The Director of Personnel Development shall be entitled to roll over, as per 4(a) above or buy back up to five (5) days of vacation time each year at 1/240th of current salary. Unused vacation will be paid on the last pay period of each school year.
- (c) Upon termination of employment, the Director of Personnel Development shall receive \$350 for each such day unused or accumulated day (up to a maximum of 20 days).
- (d) All vacation must be approved in advance by the Superintendent of Schools.

5. Holidays

The Director of Personnel Development shall be granted leave with pay for the following holidays:

Independence Day (July 4 th)	New Year's Day
Labor Day	Martin Luther King Day
Columbus Day	President's Day
Veterans Day	Good Friday
Thanksgiving Day and the day after	Memorial Day
Christmas Eve, Christmas Day and the day after Christmas	Juneteenth

6. Insurance and Annuities

(a) Health Insurance: The Director of Personnel Development shall be entitled to individual/2-person/family coverage with health insurance plan chosen by the District (currently the Alt-PPO Preferred Provider Organization), with the District paying 80% of the premium cost for the Director of Personnel Development and his/her dependents.

If the Director of Personnel Development elects to participate in the Washington-Saratoga-Warren-Hamilton-Essex BOCES Health Insurance Consortium HRA plan the district will pay the following percentage of the cost:

HRA PPO Plan		
Year	District Pays	Employee Contribution
2021-22	86%	14%
2022-23	85%	15%
2023-24	85%	15%
2024-25	85%	15%

The district will offer a one-time incentive of \$1,000 to switch permanently from Alt PPO to HRA until June 30, 2023. No re-enrollments in PPO or Alt PPO will be allowed.

(b) Retiree Health Insurance: Provided the Director of Personnel Development retires from the District pursuant to the requirements of the New York State Employees' Retirement System after five (5) years of employment with the District, he/she shall be entitled to continue to be covered by the District under the District health insurance plan, with the District paying 80% of the premium cost for the Director of Personnel Development and his/her dependents. The retired Director of Personnel Development, their spouse or dependent who become Medicare eligible either by turning age 65 or meeting the Medicare eligibility requirements due to disability are required to participate in Medicare Part "A" (hospital) and Part "B" (medical). This measure will be applicable only to health insurance coverage and will not apply to dental insurance. If the retiree wishes to retain dental insurance he/she will pay 100% of cost.

Provided the Director of Personnel Development gives a six months irrevocable notice of retirement, the district will offer one the following options as a retirement incentive.

Option A

If the retiring member chooses not to take the district's health insurance at the time of retirement, the member may take a buyout option of accrued sick days based on \$150/day. The maximum number of days that can be reimbursed is 200 days. The retirement incentive can be paid over a period of one or two years, if the retiree so chooses. This incentive will be paid as a non-elective contribution to a 403b account.

If the Director of Personnel Development retires prior to June 30, 2024 with the Washington-Saratoga-Warren-Hamilton-Essex BOCES Health Insurance Consortium HRA plan they may choose either Option B or Option C.

Option B

If the retiring member chooses individual WSWHE BOCES Consortium HRA health insurance coverage only and in lieu of spousal coverage the district will pay a one-time \$20,000 to retiree within 90 days of official retirement. No re-enrollment in PPO or Alt PPO will be allowed. This incentive will be paid as a non-elective contribution to a 403b account.

Option C

If the retiring member chooses WSWHE BOCES Consortium HRA health insurance coverage the retiring member shall be entitled to continue to be covered by the District under the WSWHE BOCES Consortium

HRA health insurance plan, with the District paying 80% of the premium cost for the retiring member and his/her dependents. No re-enrollment in PPO or Alt PPO will be allowed. The retiree will receive a buyout of accrued sick days based on \$50/day. The maximum number of days that can be reimbursed is 200 days. This incentive will be paid as a non-elective contribution to a 403b account.

(c) Dental Insurance: The Director of Personnel Development shall be eligible to participate in a dental care program offered by the District (currently CSEA Sunrise Dental or Blue Shield Dental Care Program). The District will pay one hundred percent (100%) of the premium costs for CSEA Sunrise Dental or Blue Shield individual membership and seventy-five percent (75%) of the premium costs for family membership Blue Shield Dental Care Program.

(d) Tax Deferred Annuities: The Director of Personnel Development may, in accordance with New York State Law, elect to withhold and transfer an amount of his/her salary, said amount to be determined by the Director of Personnel Development, to participate in a tax deferred annuity program as per SGFCS 403 (b) retirement plan. The Director of Personnel Development 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 Director of Personnel Development shall be entitled to participate in the District's IRS §125 Plan.

7. Sick, Personal and Family Illness Leave

(a) The Director of Personnel Development shall be entitled to fourteen (14) days of leave per year to be used for the purpose of personal illness or injury. Up to ten (10) such days may be used for illness in the Director of Personnel Development's immediate family. Immediate family is defined as spouse, child or parents.

(b) Unused sick leave days may be accumulated up to a maximum of two hundred (200) days. No payment for accumulated, unused days will be made at the time of retirement or termination of employment.

(b) The Director of Personnel Development shall be entitled to a total of four (4) days per year for the purpose of personal leave. Personal leave is meant to be taken only for the purpose of conducting business which cannot otherwise be addressed outside of normal working hours. The Director of Personnel Development must provide the Superintendent of Schools with at least two days' notice of his/her intention to use personal leave, except in cases where emergency situations do not allow him/her to provide such two days' notice. All unused personal leave days shall accumulate and shall be added to the personal illness days accumulated by the Director of Personnel Development.

8. Family Leave

The Director of Personnel Development shall be granted, upon request to the Board of Education, a family leave for a period of up to one (1) year. The leave will be granted for the purpose of caring for an immediate family member as defined in 7 (a) above. Such request will be made, except in cases of emergency, at least two weeks (14 days) prior to commencement of such leave.

9. Bereavement Leave

The Director of Personnel Development shall be entitled to days of paid leave due to a death in his/her immediate family. For the purposes of this section, "immediate family" is defined as spouse, children, parents, siblings, grandparents, grandchildren, aunt, uncle, niece, nephew, father-in-law, mother-in-law, or any relative or person living in the Director of Personnel Development's household. Bereavement leave shall be granted in increments that follow:

- (a) A maximum of five (5) days for spouse or children, mother, father, mother-in-law, father-in-law
- (b) A maximum of three (3) days for sister, brother, or any person residing with the employee
- (c) One (1) day will be allowed to attend the funeral in the case of death of a grandparent, aunt, uncle, niece or nephew, son or daughter in-law, brother or sister-in-law not residing with the Director of Personnel Development
- (d) In situations not covered above, personal business leave, at the request of the Superintendent, may be used for funeral attendance.
- (e) Bereavement leave will not be cumulative or carried over into future years.

10. Accident Indemnity

If the Director of Personnel Development is injured while performing assigned duties he/she shall be paid the difference between his/her current salary and any Workers' Compensation for the duration of absence for up to one (1) year without the loss of accumulated leave time.

11. Compensation

The Director of Personnel Development's base salary for the 2021-22 school year will be \$101,500 paid in equal installments in accordance with the rules of the Board governing salary payment to other District employees.

For each subsequent twelve month period of employment, the Director of Personnel Development's salary shall be determined by negotiations between the Superintendent and the Director of Personnel Development, subject to the approval of the Board of Education by the May Board of Education meeting each year based on the evaluation of the Director of Personnel Development's performance during the prior school year. However, in no event shall the Director of Personnel Development's salary for any twelve month period of employment be less than the amount of salary received during the preceding twelve month period.

12. Conferences

The Director of Personnel Development shall be entitled to attend professional conferences at the local, state and national level, with the expenses of such conferences paid by the Board. The Director of Personnel Development is authorized to incur other reasonable and necessary expenses, up to the approved budgeted amount in the discharge of his/her duties. Any items requiring expenditures beyond the budgeted amount shall require prior Board approval.

13. Expense Reimbursement

The Director of Personnel Development is authorized to incur reasonable expenses in the discharge of his/her duties, including but not limited to expenses for mileage, travel, and lodging, and similar items related to his/her employment. Mileage will be at the established IRS rate.

14. Technology

The District shall provide the Director of Personnel Development with a cell phone and laptop computer for his/her use. Such items shall be the property of the District and shall be returned to the District at the time the Director of Personnel Development leaves the employment of the District. Incidental personal use is allowed, provided it does not result in extra costs to the District.

15. Performance Evaluation

The Superintendent of School and/or his designee shall evaluate the performance of the Director of Personnel Development at least once per year and shall report the results of such evaluation to the Director of Personnel Development no later than May 15th.

16. Personnel File

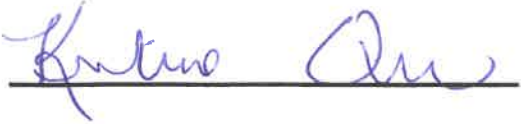
No material derogatory to the Director of Personnel Development's conduct, service, character, or personality shall be placed in his/her personnel file maintained by the District unless he/she had the opportunity to examine the material. The Director of Personnel Development shall acknowledge that he/she has examined such material by signing the copy to be filed with the understanding that such a signature does not necessarily indicate agreement with its content. The Director of Personnel Development has the right to respond to the material. Anonymous complaints shall not be included in the personnel file. Upon request, the Director of Personnel Development shall be permitted to examine material in his/her personnel file and have a copy made of any documents contained therein. No written material from the Director of Personnel Development's personnel file shall be forwarded to a prospective employer without his/her permission.

17. Termination and Abolishment of Position

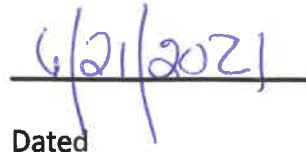
(a) The Director of Personnel Development's employment and this agreement may be terminated pursuant to the New York State Education and Civil Service Law, by written agreement between the Board and the Director of Personnel Development, or by written notice to the Board, by the resignation of the Director of Personnel Development, upon sixty (60) days' notice.

(b) Should the Board of Education desire to abolish the position of Director of Personnel Development, which would result in the termination of the Director of Personnel Development's employment, it must provide him/her with one (1) year notice, in writing, of such abolition and termination.

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



Superintendent

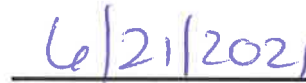


Dated

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



Director of Personnel Development



Dated