

**BENEFITS, DUTIES AND RESPONSIBILITIES AGREEMENT**

THIS AGREEMENT made this day of July 2023, by and between the BOARD OF EDUCATION OF THE CONNETQUOT CENTRAL SCHOOL DISTRICT (hereinafter Referred to as the “District”) and JESSIE-LYNN KEMP (hereinafter referred to as the “Employee”), as District Clerk is constituted as follows:

WHEREAS, the Employee and the District desire to specify the terms and conditions of the Employee’s employment by the Board of Education as the District Clerk, effective July 1, 2023, through and including June 30, 2024, in a written agreement, in order to provide a basis for a complete understanding between the parties; and

WHEREAS, this Agreement is not to be construed as a contract of employment, and shall not obligate the District to employ the Employee for the term set forth herein or any specific term, but is rather, a statement of salary, fringe benefits, and terms and conditions of employment which shall apply for so long as the Employee is employed by the District during this time period; and

NOW THEREFORE, the parties mutually agree upon the terms and conditions of the employment of the District Clerk as follows:

1. Appointment: The Board, pursuant to §2130 of the Education Law and in accordance with a resolution duly moved, seconded and adopted at the meeting held on July 6, 2023, hereby offers to appoint the Employee as the District Clerk upon the terms and conditions set forth in this agreement. This is a full time, twelve (12) month position.
2. Acceptance by the Employee: The Employee accepts said appointment as the District Clerk and agrees to perform to the best of her ability, the duties of such office, as outlined in the District Clerk’s Job Description attached hereto.
3. Term of Appointment: The term of office as the District Clerk shall commence on July 1, 2023 and terminate on June 30, 2024, however, the District Clerk serves at the discretion of the Board and may be terminated sooner pursuant to law.
4. Duties and Responsibilities – The Employee’s duties and responsibilities shall be those as set forth in the job description relative to the position of District Clerk. The parties acknowledge that they are both subject to the laws of the State of New York and applicable rules and regulations of the Board of Regents and Commissioner of Education of New York and said laws, rules, and regulations govern their relationship and the determination of their respective powers and duties.

5. Compensation: The District shall pay the Employee the annual sum of compensation for the 2023-2024 school year which shall be eighty-two thousand nine hundred fifty dollars (\$82,950) for the 2023-2023 school year. The Board of Education shall determine whether the Employee receives a salary increase for the 2024-2025 school year.

6. Work Hours: The Employee's regular workday shall be established as 8:00 AM until 4:00 PM. The Employee shall work additional hours as may be necessary to perform District Clerk functions including, but not limited to, attendance at meetings of the Board, election matters, etc. The Employee's hours for the summer (July and August) shall be 5 days 8:00 AM – 3:00 PM.

7. Vacation – effective July 1, 2023, the Employee shall be entitled to an annual vacation allotment of 20 days, prorated for services less than one year. The District Clerk's annual vacation allotment shall be credited as of July 1 each year. However, if the District Clerk separates from employment with the District prior to June 30<sup>th</sup> of any school year, the vacation allotment shall be pro-rated according to the District Clerk's actual time of service during the term of this Agreement ("pro-rated vacation allotment"). If at the time of separation from employment the District Clerk has taken paid vacation in excess of the pro-rated vacation allotment ("excess vacation allotment"), the District Clerk shall reimburse the District the amount of money paid to the District Clerk for the excess vacation allotment ("reimbursement amount"); said reimbursement amount will be calculated by multiplying the number of days of excess vacation allotment by 1/220<sup>th</sup> of her then rate of pay. The District shall withhold the reimbursement amount from the District Clerk's final paycheck. If the reimbursement amount equals more than the final paycheck, the District shall withhold the final paycheck and in addition the District Clerk must pay the remainder of the reimbursement amount to the District.

8. Holidays: The Employee shall be entitled to be paid for the following holidays:

Fourth of July	Thanksgiving Day
Labor Day	Christmas Day
Yom Kippur	New Year's Day
Rosh Hashanah	Martin Luther King's Birthday
Columbus Day	Lincoln's Birthday
Election Day	Washington's Birthday
Veteran's Day	Memorial Day
	Juneteenth

The following are days off with pay:

Friday after Thanksgiving      December 31  
December 24                      Good Friday

With the exception of Yom Kippur and Rosh Hashanah, when a holiday falls on a Saturday, the Friday before will be recognized. In case the holiday falls on a Sunday, Monday will be granted. Yom Kippur and Rosh Hashanah shall be granted as holidays only when these days fall on a regularly scheduled workday.

9. Health and Dental Insurance: The Board of Education shall provide the benefits of the District's Dental Plan with 100% of the premium for the covered employee paid by the District. The Board of Education shall provide the Employee with the New York State Empire Health Insurance Plan with Medical and Psychiatric Enhancements (or its successor plan) and the Employee shall be required to contribute 15% to the cost of premium.

10. Retirement: The Employee shall be eligible to become a member of the New York State Employees Retirement System. The 75i Retirement Plan is available to the Employee to the extent she is eligible in accordance with the applicable laws of New York State. The 41j Retirement Plan shall be available to the Employee if she is eligible in accordance with the laws of New York State. The District shall provide an opportunity for the Employee to participate in a Deferred Compensation Plan for elective contributions pursuant to Section 457 of the Internal Revenue Code, which shall be voluntary.

11. Critical Illness or Death in the Immediate Family - Critical illness means illness which the attending physician considers sufficiently serious to require the employee's presence at the bedside. Immediate family means husband and wife, children and any other members of the same home; father and mother, brother and sister, grandmother and grandfather, father-in-law, mother-in-law and grandchild. Not more than five (5) working days absence with pay will be allowed for each death in the immediate family per year. Not more than five (5) working days absence with pay per year will be allowed for critical illness with the approval of the Board of Education.

12. Personal Reasons Days - Four (4) personal reasons days will be granted at the discretion of the Board Personal. Personal reasons days would generally fall into one of the following categories:

a) house closing, b) other business which cannot be conducted outside a normal school day. No personal reasons day may be taken on a Monday or Friday or to extend a holiday except for extraordinary unavoidable reasons. Unused personal reasons days will be paid for on the last pay period in June. (Not to exceed four (4) days per year).

13. Sick Leave:

- a) Sick leave for personal illness is granted at the rate of one (1) day per month for each month of employment with accumulation limited to 200 days at the rate of twelve (12) days per year for full time twelve (12) month employees.
- b) A physician's note shall be required in connection with all absences in excess of three (3) consecutive days.

14. No Guarantee of Employment: Nothing contained herein shall be deemed a guarantee of further or continued employment in the position of District Clerk, or any position for any time period with the District.

Date: 7/6/23

CONNETQUOT CENTRAL  
SCHOOL DISTRICT

BY: Marissol Mallon  
Marissol Mallon  
President Board of Education  
CONNETQUOT CSD

Date: 7/7/23

DISTRICT CLERK

BY: Jessie-Lynn Kemp  
Jessie-Lynn Kemp  
District Clerk,  
CONNETQUOT CSD