

OGDENSBURG CITY SCHOOL DISTRICT  
OGDENSBURG, NEW YORK

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SUBJECT: APPOINTMENT OF SUPERINTENDENT OF SCHOOLS

DATE: March 19, 2018

REASON FOR BOARD CONSIDERATION:

The Board of Education is the official hiring agent for all positions in the District.

FACTS AND ANALYSIS:

Since a vacancy exists for a Superintendent of Schools and since the candidate being recommended carries the endorsement of the appropriate line-staff supervisors, then the following is the recommended action:

RECOMMENDED ACTION:

Moved by \_\_\_\_\_ and supported by \_\_\_\_\_ resolved, that having the approval of the Superintendent of Schools, the Board of Education of the Ogdensburg City School District does hereby appoint KEVIN K. KENDALL as SUPERINTENDENT OF SCHOOLS. The salary will be \$140,000 for the 2019-2020 contract year. The contract period will be January 1, 2019 through December 31, 2024.

APPROVED FOR PRESENTATION TO THE BOARD:

  
Superintendent

# **Employment Contract**

**Between**

**Kevin K. Kendall**

**Superintendent of Schools**

**And the**

**Ogdensburg City School District**

**Board of Education**

**Ogdensburg, New York**

**CONTRACT FOR TERMS AND CONDITIONS OF EMPLOYMENT  
FOR THE SUPERINTENDENT OF SCHOOLS**

It is hereby agreed by and between the Board of Education of the Enlarged Ogdensburg City School District located at 1100 State Street, Ogdensburg, NY 13669 (hereinafter referred to as the “**Board**”), and Kevin K. Kendall residing at 625 Greene Street, Ogdensburg NY 13669 (hereinafter referred to as “**Superintendent**”), that the Board does hereby employ said Kevin K. Kendall as Superintendent of Schools for a five (5) year term of appointment commencing January 1, 2019 and ending December 31, 2024 or sooner terminated as hereinafter provided, and has adopted a separate resolution making such term appointment pursuant to Education Law § 2507.1.

Both parties agree that said employee shall perform the duties of the Superintendent of Schools in said District as prescribed by the laws of the State of New York and by the rules and regulations made there under and through Policies and Job Descriptions of the Board.

The position of Superintendent of Schools shall be a twelve (12) month position and the Superintendent shall reside within the Enlarged Ogdensburg City School District.

**I. COMPENSATION**

Beginning January 1, 2019 the Superintendent shall receive a prorated salary of \$140,000. This salary shall remain in effect until June 30, 2019. The Superintendent's compensation for each subsequent twelve-month period of employment shall be at the following rates:

2019-2020: 3%

**II. RESPONSIBILITIES, DUTIES, POWERS**

The Superintendent shall furnish throughout the term of this agreement, a valid and appropriate certificate as defined in the Education Law of the State of New York to act as Superintendent in the State of New York. The Superintendent agrees to devote his entire productive time, energy, and attention to the diligent performance of his duties under this agreement. However, the Superintendent may, with the consent of the Board President/Vice President undertake consultative work, speaking engagements, writing, or lecturing.

The Superintendent will have complete freedom to organize, reorganize, and arrange the administrative and supervisory staffs, including instruction and business affairs, subject to the approval of the Board. The responsibility for recommending the selection, placement and transfer of personnel shall be vested in the Superintendent, subject to the final approval of the Board.

The Board expects the Superintendent to continue his professional development and growth experiences. The Superintendent may attend appropriate professional meetings at local, state, and national levels from time-to-time, for the purpose of conducting official school business. Any overnight trips for state or national professional meetings shall require the advance approval of the Board President/Vice President. The expenses of said attendance shall be incurred by the District. The Superintendent shall file an itemized expense statement, as per district policy. In addition, the Superintendent is entitled to mileage reimbursement at the IRS rate and the Board shall pay other reasonable expenses associated with the Superintendent's employment.

Consistent with and pursuant to Education Law § 211-B (5) (a) the Superintendent shall cooperate fully with any distinguished educators appointed by the Commissioner of Education.

The parties recognize the provisions of Education Law § 1711.2.a. which provides that the Superintendent shall have the right to speak on all matters before the Board of Education. The Board shall make a good faith effort to notify the Superintendent in a timely manner of any and all Board Meetings with the intention of having the Superintendent attend all meetings of the Board, including executive sessions of the Board, except that the Board may exclude the Superintendent from any portion of an executive session of the meeting at which the Board is discussing his performance, evaluation, compensation or benefits.

### **III. BENEFITS**

#### **1. Vacation:**

The Superintendent shall receive twenty-five (25) days of annual vacation, prorated to (12.5) days for January 1, 2019 to June 30, 2019, and (25) days to be credited on July 1, 2019 and on July 1 for each subsequent year, consistent with the fiscal year. The Superintendent can be paid for up to five (5) days of unused vacation each year, at a rate of 1/240<sup>th</sup> per day. Any unused vacation days at the end of any year shall be forfeited. Provided that school is not in session, the Superintendent shall be entitled to paid holiday leave on the following days:

Independence Day (July 4<sup>th</sup>)  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day and day after  
Christmas Eve, Christmas Day,  
and the day after Christmas

New Year's Day  
Martin Luther King Day  
President's Day  
Good Friday  
Memorial Day

2. **Personal Leave:**

The Superintendent shall have four (4) personal days a year, prorated to (2) days for January 1, 2019 to June 30, 2019, and (4) days to be credited on July 1, 2019 and on July 1 for each subsequent year. Unused personal leave shall be accumulated towards sick leave.

3. **Sick Leave:**

The Superintendent shall commence employment with his previously accumulated sick leave as an employee of the Ogdensburg City School District. The Superintendent shall be credited with 13 additional sick days per year, credited on July 1 each year and there shall be no maximum to the number of days that may be accumulated. Upon retirement the Superintendent shall be paid \$110.00 per day for any unused accumulated sick days in excess of 125 days. The Superintendent of Schools will be covered by the District Health Plan and may join the District's Sick Leave Bank.

In the event of the death of an active Superintendent, the value of the accumulated sick leave shall be credited towards the purchase of health insurance for the surviving spouse and/or eligible dependent(s) of said Superintendent choosing to remain in the program until such time as the value of the accumulated sick leave is expended by the purchase of health insurance. At that time, the surviving spouse and/or dependent shall be entitled to applicable COBRA provisions. In the event of the death of an active Superintendent without a surviving spouse and/or eligible dependents, unexpended monies will be retained by the District. The value of the unused accumulated sick leave will be determined by multiplying the Superintendent's average per diem salary, based on a 240-day school year, during the three (3) years immediately prior to retirement by total number of unused sick days.

4. **Bereavement Leave:**

Three (3) days per year per relative will be given with pay if a death or serious illness (as certified by a physician) occurs in the immediate family. The immediate family includes:

Children	Mother-In-Law
Spouse	Grandparent
Parent	Brother-In-Law
Sister	Sister-In-Law
Brother	Foster or Step Parents
Father-In-Law	Grandparents-In-Law
Grandchildren	Daughter-In-Law
Son-In-Law	Significant Other

For the purpose of this paragraph "serious" illness shall be construed to mean an illness which is life threatening or which requires an extended confinement in a hospital.

These days will not be deducted from either sick time or personal time. Further time beyond the three (3) days may be granted with prior approval by the Board of Education President, should extenuating circumstances prevail.

For the purposes of this section "significant other" shall be defined as a relationship with one other person in which the partners are (1) 18 years of age or older; (b) unmarried and not related by marriage or blood in a way that would bar marriage; (c) actually residing together for at least one continuous year; (d) involved in a committed, lifetime (as opposed to a casual) relationship; and (3) financially mutually interdependent.

5. **Health Insurance:**

The District will provide the Superintendent with individual or family health insurance coverage via Plan B, Rider 9 or an equally comparable plan of the St. Lawrence-Lewis BOCES Health Care Plan. The Superintendent will make the following contributions to health care coverage while an active employee via payroll deduction as follows:

- 2019-2020: 12% of the total cost of the health insurance plan
- 2020-2021: 13% of the total cost of the health insurance plan
- 2021-2022: 14% of the total cost of the health insurance plan
- 2022-2023: 15% of the total cost of the health insurance plan
- 2023-2024: 16% of the total cost of the health insurance plan

Upon retirement, the district shall pay 100% of the premiums of the health insurance plan for the Superintendent and dependents between the retirement age and age sixty-five (65). After the Superintendent reaches the age of sixty-five (65) the district will pay 100% for individual coverage and 100% for dependent coverage. In return, the Superintendent reaches the age of sixty-five (65), the Superintendent will pay any premiums as required by State or Federal statutes under the Medicare program.

6. **Professional Dues:**

The Board shall pay for the Superintendents membership in the AASA and NYSCOSS, and another organization of the Superintendents choice.

\*The payments due the Superintendent pursuant the Payment for Unused Sick Leave provision shall be paid as a non-elective employer contribution into an IRS § 403-b that is selected by the administrator. If any penalty or other assessment is charged against the District by the IRS as a result of an improper contribution to any 403-b account, the Superintendent shall hold the District harmless for such penalty or other assessment.

In the event that the Superintendent has submitted a retirement notice and dies, the monies due under this plan will be paid to the designated beneficiary or to the estate of the employee.

#### **IV. OTHER BENEFITS:**

1. A payroll deduction plan for tax sheltered annuities and the school district credit union shall be maintained by the District for the Superintendent, if requested.
2. The Superintendent shall be eligible for reimbursement for the cost of up to two (2) graduate courses in any two-year period.
3. The Superintendent will immediately report all cases of assault sustained by him in connection with his employment. All cases will be processed strictly according to law. Reporting such cases of assault and action upon any Superintendent while acting within the scope of his duties shall take the form of promptly notifying the Board. At that juncture, the Board will render all reasonable assistance to the Superintendent in connection with the incident.

If the Superintendent suffers loss or destruction of any personal property as the victim of an assault while acting in the line of duty, the District will assume the cost of replacement or repair of such property up to a maximum of \$500.00 after application of claim for reimbursement under any personal (homeowners or auto) insurance policy. If the Superintendent is absent from work because of injuries sustained from an assault while acting in the scope of his duties, he shall receive full pay without charge to sick leave for up to ninety (90) consecutive school days. If the Superintendent is out of work for more than ninety (90) consecutive school days, he shall be eligible for Workers' Compensation Benefits.

In the event the Superintendent receives Workers' Compensation for the period of his disability, he shall turn it over to the District. It is understood, however, that if the Superintendent receives a "lump sum" settlement or award for a scheduled loss, no reimbursement will be required to be paid to the District by the Superintendent.

If the Superintendent is called for jury duty, he shall be compensated at his regular salary. Jury duty fee shall be endorsed to the District, excluding expenses.

The Board agrees to provide legal counsel and to indemnify the Superintendent against all financial losses arising from any 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 committed while the Superintendent is acting within the scope of his employment or under the direction of the Board, pursuant to Section 3023, 3028, and 3811 of the Education Law.

**V. EVALUATION:**

No later than April of 2019, 2020, 2021, 2022 and 2023 the Board of Education shall meet in executive session for the sole purpose of discussing with the Superintendent his job performance. Concerns, suggestions, and comments raised and made at this meeting shall be reduced to writing and provided to the Superintendent.

The Board, collectively and individually, does agree to make the Superintendent aware, discreetly and immediately of all concerns, criticisms, complaints, suggestions, communications and comments regarding his performance that might impact in a negative manner upon his continued employment.

**VI. TERMINATION:**

The Superintendent is obligated to provide the Board with a minimum of six (6) months' notice of his intention to terminate his services to the District. Such notice shall be in the form of a written letter to the President of the Board.

No Later than December 31, 2023 preceding the final year of this agreement (*i.e.* 12 months prior to the expiration of this agreement), the board shall notify the Superintendent of its intention regarding renewal or extension of his term of appointment. If the Board determines to extend the term of the Superintendent's appointment, there shall be a resolution of the Board to extend such term. Nothing herein shall be construed as preventing the Board from extending this term of appointment at any other time.

Should the Board reach a decision to seek to terminate the services of the Superintendent at any time during the course of the term of his appointment, the Board shall provide the Superintendent with written notice, stating clearly the reasons for such decision to terminate, at least sixty (60) days prior to the date of termination. Such a decision may be based upon charges of incompetence, insubordination, immorality, or inability to perform the work required of the position to the satisfaction of the Board.

That throughout the term of this appointment, if charges are brought against the Superintendent by any person, the Superintendent shall have the following rights:

1. Any charges shall be in writing and the Superintendent shall receive a copy of such written charges.
2. The Superintendent shall have the right to respond in writing to any written charges.
3. The Superintendent shall have the right to counsel at his own expense at all stages of the proceedings.
4. The Superintendent shall have the right to a formal hearing to be conducted by an impartial hearing officer mutually selected by the Superintendent and the Board. Such hearing officer shall make a final and binding decision.



5. At such hearing, the Superintendent shall have the right, as does the Board, to produce evidence and cross-examine witnesses.
6. The Superintendent shall have the right to receive a typewritten transcript of the hearing, without cost.

**VII. SEVERABILITY:**

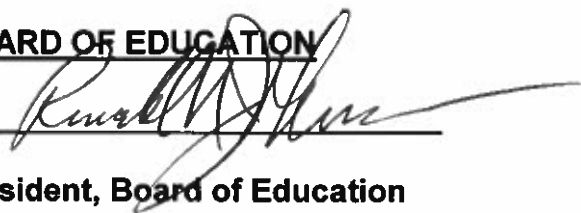
The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

**IN WITNESS WHEREOF**, the parties hereto have set their hand and seals.

Dated this 19th day of March 2018.

**BOARD OF EDUCATION**

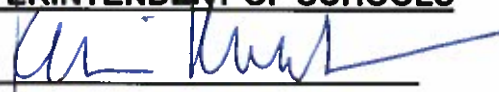
By



**President, Board of Education**

**SUPERINTENDENT OF SCHOOLS**

By



**Superintendent of Schools**