

**EMPLOYMENT AGREEMENT:  
ALLISON M. RUSHFORTH  
AS  
ASSISTANT SUPERINTENDENT FOR  
STUDENT SERVICES**

**AGREEMENT**, made this 6<sup>th</sup> day of June 2023, by and between the BOARD OF EDUCATION OF THE MANHASSET UNION FREE SCHOOL DISTRICT (“Board”), Town of North Hempstead, New York, and ALLISON M. RUSHFORTH, residing at [REDACTED] [REDACTED] (“Assistant Superintendent”).

**W I T N E S S E T H:**

**WHEREAS**, the Board has offered to employ Allison M. Rushforth as the Assistant Superintendent for Student Services (“Assistant Superintendent”) for the Manhasset Union Free School District (“District”) upon the terms and conditions set forth herein; and

**WHEREAS**, the Assistant Superintendent has accepted such offer of employment; and

**WHEREAS**, it is the parties’ belief that a written contract fully specifying the terms and conditions of the Assistant Superintendent’s employment by the District will promote effective communication between the parties;

**NOW, THEREFORE**, in consideration of the agreements hereinafter set forth, and other good and valuable consideration, the parties agree as follows:

1. Term: The term of this agreement shall be a one year period commencing July 1, 2023 and concluding June 30, 2024. This agreement shall supersede and replace all prior agreements between the Board and the Assistant Superintendent relating to terms and conditions of employment, as well as any prior amendments to such prior agreements.

2. Certification. The Assistant Superintendent shall possess a valid certificate to act as a school district administrator in the State of New York at all times during the term of her employment

with the District as Assistant Superintendent of Student Services.

3. Duties. The Assistant Superintendent shall have overall supervisory responsibility for the District's special education programs and services and pupil personnel services, including, but not limited to, the supervision of all special education and pupil services staff, including school counselors, social workers, psychologists, instructional, support, health services and clerical staff, and related service providers; evaluation and training of staff; chairing initial and annual CSE meetings and such CPSE meetings as requested; implementation and compliance with IEP programs and services; coordination and supervision of home instruction and home schooling; compliance with all applicable state and federal laws and regulations; as well as such other duties as may be assigned by the Superintendent of Schools, including, but not limited to, the duties of Chief Residency Officer, the District's Chief Title IX Coordinator, and Dignity for Students Act Coordinator.

4. Salary. (a) The Assistant Superintendent's annual base salary for the period commencing July 1, 2023 and ending June 30, 2024 shall be \$238,500, and shall be paid in equal installments in accordance with the rules of the Board governing salary payment to administrative employees. The Assistant Superintendent's salary for any subsequent years (July 1 through June 30) will be determined by the Board. In no event shall the Assistant Superintendent's annual base salary in any given contract year (July 1 through June 30) be less than the annual salary set for the previous contract year.

(b) 403(b) Contribution. The District will make an annual, non-elective employer contribution to the Assistant Superintendent's 403(b) account in the amount of 1.5% of the Assistant Superintendent's then-current annual base salary. Such payment shall be made on or about May 15 of each year. It is understood that the Assistant Superintendent agrees to indemnify and save the District harmless against any and all claims and/or liabilities, including attorney's fees, that arise out

of or by reason of action taken or not taken by the District for the purpose of complying with this provision.

5. Health Insurance. (a) The District shall pay 85% and the Assistant Superintendent shall pay 15% of the cost of the premium (individual coverage or family coverage, including domestic partners, in accordance with NYSHIP regulations) for health insurance coverage in the New York State Health Insurance Plan. If the Assistant Superintendent waives the right to carry District-sponsored health insurance for a full fiscal year (July 1 through June 30), she will be entitled to a health insurance declination benefit payable at the conclusion of the fiscal year. Such declination benefit will be in the amount of \$2,500 annually if the Assistant Superintendent is solely eligible for an individual policy, or \$4,000 annually if the Assistant Superintendent is eligible for a family policy. It is understood that during the term of this Agreement, the District shall have the option to select an alternative carrier or to select a third party administrator or an in-house self insurance system in place of the health insurance coverage currently provided to the District's employees through the New York State Health Insurance Plan, provided, however, that the benefits of such health coverage shall be comparable to those provided by the New York State Health Insurance Plan at the time of the change.

(b) The Assistant Superintendent may elect to participate in the District's I.R.C. Section 125 plan for the purpose of making health insurance contributions, pursuant to any and all policies of the District governing the implementation of the section 125 Plan.

(c) The period of service required to qualify for health insurance benefits following retirement shall be seven years of District service. Upon retirement from the District, the Assistant Superintendent shall be guaranteed in retirement the same contribution rate she had immediately prior to the effective date of her retirement from the District. In the event that the Assistant Superintendent shall leave District service prior to retirement and subsequently be eligible to rely on her vested health

insurance rights in the District to provide her health insurance coverage in retirement, the contribution rate shall be the contribution rate then charged to District employees holding the title Assistant Superintendent for Student Services, or the substantially equivalent title.

6. Dental Insurance. The District shall pay 85% and the Assistant Superintendent shall pay 15% of the cost of the premium (family or individual coverage) for dental insurance coverage under the District's existing dental insurance policy.

7. Life Insurance. The District will provide a fully paid term life insurance policy with a policy amount of two times the Assistant Superintendent's annual base salary.

8. Work Year. The Assistant Superintendent's work year shall be twelve months. Except in case of emergency, the Assistant Superintendent shall not be required to work on days designated as legal school holidays when the District's Central Office is closed.

9. Vacation. (a) The Assistant Superintendent shall be entitled to twenty-five (25) paid vacation days annually, which days shall be earned at the rate of two and one-half days per month for the first ten (10) months of each fiscal year. If the Assistant Superintendent's employment is terminated or discontinued for any reason, including resignation or retirement, unused vacation days will not be eligible for cash-out.

(b) The Assistant Superintendent may use vacation days in advance of the actual date earned, provided that in the event the Assistant Superintendent leaves the District's employment prior to the end of a school year, the District shall be entitled to recoup the value of any unearned vacation days used by the Assistant Superintendent and deduct the value of such unearned vacation days used by the Assistant Superintendent and deduct the value of such unearned days from any final payment made to the her.

(c) Such vacation days shall be taken at such time or times as shall be mutually

agreeable to the parties. The Assistant Superintendent shall be permitted to carry over up to ten (10) vacation days into the subsequent year, provided that at no time may the Assistant Superintendent's total number of vacation days exceed thirty-five (35) days.

10. Other Leave. (a) Sick Leave. The Assistant Superintendent shall be credited annually with fifteen (15) days of paid sick leave days on July 1<sup>st</sup> of each year, which may be used for personal illness, religious holidays, or illness in the immediate family. Three of such days may be used for personal business. Unused sick leave may be accumulated up to a maximum of sixty-five (65) days.

(b) Bereavement Leave. The Assistant Superintendent shall be entitled to a maximum of five (5) days for a death in her immediate family, i.e., spouse, child, sibling, parent, parent-in-law. Bereavement leave days shall be exclusive of sick leave and non-cumulative.

(c) Extended Illness. The Assistant Superintendent shall be credited with a bank of 180 extended illness days which shall be available for her use only in the event that the Assistant Superintendent shall suffer a serious illness which shall prevent her from the performance of her duties as Assistant Superintendent. Such illness shall be certified by the Assistant Superintendent's physician. Upon such written certification, and upon the exhaustion of the Assistant Superintendent's sick and vacation leave accruals, the Assistant Superintendent shall be permitted to draw upon such extended illness days and receive her full salary for each day of extended illness. At the request of the Board, the Assistant Superintendent shall submit to an examination by a physician or other health professional appointed by the Board to verify the continued qualification of the Assistant Superintendent to receive the extended illness benefit. Such extended illness days shall not be increased beyond the initial 180 days, and in no event shall such extended illness days be converted to their cash value, it being the specific intention of the parties that such days be available solely to provide compensation to the Assistant Superintendent during a period of serious illness.

11. Performance Evaluation. The Superintendent of Schools shall provide a written performance evaluation of the Assistant Superintendent's performance on an annual basis.

12. Disciplinary Procedures; Termination. The Assistant Superintendent shall be subject to the procedures set forth in sections 3020-a, 3012, and 3031 of the New York State Education Law. In the event of termination of the Assistant Superintendent, this employment agreement, and all the rights, benefits and obligations it confers, shall cease to be effective.

13. Indemnification. The Board agrees to provide legal counsel and to indemnify the Assistant Superintendent against all uninsured financial loss arising out of 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 Assistant Superintendent is acting within the scope of her employment or under the direction of the Board. The Assistant Superintendent shall also be entitled to all protections of all New York State statutes providing indemnification and legal defense to officers and employees of the District, including, but not limited to, Public Officers Law Section 18.

14. Governing Law. This Agreement has been entered into under, and shall be governed in accordance with, the laws of the State of New York.

15. Paragraph Headings. The paragraph headings in this Agreement are for convenience of reference only; if there is a conflict between any such heading and the text of this Agreement, the text shall control.

16. Written Agreement. This Agreement shall continue in full force and effect for the term expressed herein, unless otherwise terminated, modified or extended in accordance with the provisions hereof, and shall not be susceptible to oral modifications, nor shall parol evidence be admissible to establish any oral modification thereof.

17. Severability. The invalidity or unenforceability of any provision herein shall in no way affect the validity or enforceability of any other provisions.

**IN WITNESS WHEREOF**, the parties have executed this Agreement the day and year first above written.

BOARD OF EDUCATION OF THE  
MANHASSET UNION FREE SCHOOL DISTRICT

BY: Patricia Aitken 6/12/2023  
Patricia Aitken, President (date)

Allison Rushforth 6/12/2023  
Allison Rushforth (date)