

4/24/19
BOE Agenda

Saugerties Central School District

Employment Contract

AGREEMENT, made this 24th day of April 2019, by and between the BOARD OF EDUCATION OF THE SAUGERTIES CENTRAL SCHOOL DISTRICT (hereinafter, the "Board" or "District") and MS. JANE ST. AMOUR (hereinafter "School Business Official" or "Ms. St. Amour").

1. The Board hereby appoints Ms. St. Amour to the position of School Business Official for the Saugerties Central School District, and it employs the School Business Official in such capacity for a term to commence on July 1, 2019, and to end on June 30, 2023, unless sooner terminated pursuant to this Agreement; and the School Business Official accepts such appointment and employment for such term at the remuneration and upon the terms and conditions herein set forth.
2. The School Business Official's work year shall be 12 months in length, from July 1st to June 30th.
3. The School Business Official shall perform all of the duties and accept all of the responsibilities required in the Saugerties CSD School Business Official Job Description. The School Business Official also agrees to perform all the services and duties imposed by the rules and regulations of the Board and other such services and duties usually performed by an School Business Official in said District, from time to time, be delegated by the Superintendent or by the Board, and meet all reasonable and proper requirements of the Board.
4. In consideration of this Agreement, the Board agrees to pay the School Business Official a salary at the rate of \$135,000 per annum payable in 26 equal installments in accordance with the rules of the Board governing payment of other professional staff members of the District. The salary for the School Business Official shall be increased by 2% on July 1, 2020, July 1, 2021, and July 1, 2022.
5. Upon completion of five years of service in the Saugerties Central School District, the School Business Official shall receive a one-time longevity payment of \$3,500 which shall be added to her base salary after the percent increase for that year.

Upon completion of ten years of service in the Saugerties Central School District, the School Business Official shall receive a one-time longevity payment of \$4,000 which shall be added to her base salary after the percent increase for that year.

Upon completion of fifteen years of service in the Saugerties Central School District, the School Business Official shall receive a one-time longevity payment of \$3,500 which shall be added to her base salary after the percent increase for that year.

6. The School Business Official shall be entitled to participate in the tax sheltered annuity program provided by the District. The District shall make an Employer contribution of \$325 monthly to the School Business Official's 403(b) fund provided such contribution is allowed under IRS regulations. The School Business Official may elect to make additional contributions.
7. The Superintendent shall evaluate and assess, in writing, the performance of the School Business Official at least once per year during the term of this Agreement, or any extension or

renewal thereof. The evaluation and assessment shall be related to the position description of School Business Official and the goals and objectives of the District in the year in question. The School Business Official shall be entitled to receive a copy of the annual evaluation and shall be afforded an opportunity to respond to such evaluation.

8. The School Business Official shall not be required to report to work on holidays during which District offices are closed.
9. The School Business Official shall be entitled to twenty (20) days of vacation per contract year, which will be awarded on July 1 of each year, however, vacation days shall be prorated in any contract year that the School Business Official does not work the complete contract year. Vacation days shall be taken during the contract year in which such days are credited, except that any vacation days not used, up to a maximum of ten (10) days per fiscal year, may be sold back by the School Business Official each fiscal year at her then per diem rate of pay. Unused vacation days, including days not sold back to the District, shall be cumulative from year to year up to a maximum of forty (40) days. Upon the School Business Official's resignation or retirement, the School Business Official will be paid for a maximum of forty (40) accumulated vacation days at her per diem rate as of the date of resignation or retirement.
10. The School Business Official shall be entitled to five (5) personal leave days per contract year, without deduction in pay for such days where it is needed to perform personal duties which cannot be performed during regular business hours. Personal leave days will be awarded on July 1 of each year, however, personal leave days shall be prorated in any contract year that the School Business Official does not work the complete contract year. Unused personal leave days shall be added to annual sick leave accruals.
11. The School Business Official shall be entitled to five (5) work days of bereavement leave for the death of a spouse, child, parent, sibling or corresponding in-law, grandparent, or member of the immediate household.
12. The School Business Official shall be entitled to receive her regular pay during any period of required jury duty.
13. While serving as School Business Official, Ms. St. Amour shall be credited with 1.25 sick days per month. Sick leave may be used for illness or injury to the School Business Official. No more than ten (10) of the allotted sick leave days per contract year may be used for illness or injury of a member of her immediate family. "Immediate family" shall be defined for purposes of this section as spouse and children. Unused sick leave days may be accumulated by the School Business Official from year to year up to a maximum of two hundred twenty (220) days. Upon separation from employment, there shall be no payout for unused accumulated sick days.
14. The School Business Official shall be entitled to insurance coverage (individual, two-person if available, or family) with the District. In the event the School Business Official selects the DEHIC ALT PPO plan, the District shall contribute 85% toward the cost of the plan and the School Business Official shall contribute 15%. In the event the School Business Official selects the DEHIC EPO 20 plan, the District shall contribute 90% towards the cost of the plan and the School Business Official shall contribute 10%. If the School Business Official is otherwise health insured, she may opt out of the District health insurance program and receive a buy-out payment of \$1,500 each year, payable in bi-weekly installments. Eligibility for participation in the buyout

requires written notification of withdrawal and proof of alternate coverage from the School Business Official by June 1st of the year preceding the buyout. Re-entry into the District insurance plans shall be allowed at any time subject to the provisions of the insurance plan.

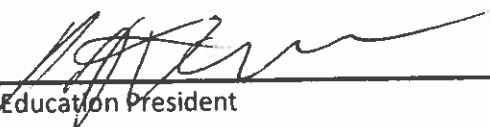
15. The School Business Official shall be entitled to individual and family dental coverage under the District's dental insurance plan through Delta Insurance or an alternative plan as is provided to other District employees. The District shall pay 100% of the cost of the premium.
16. The District agrees to pay 100% of the cost of the premiums for individual and family vision coverage.
17. The School Business Official may participate in the District's IRS Section 125 plan available to other District employees.
18. Upon retirement, the District shall provide retiree health insurance under the DEHIC ALT PPO or its replacement plan to the School Business Official, so long as she has been employed by the District for at least twelve (12) years, and provided she retires from the Saugerties Central School District in accordance with the requirements of the New York State Employees Retirement System. The District shall pay 88% of the cost of the premiums for health insurance for whichever of the individual, two person, or family plans the School Business Official is eligible for. Ms. St. Amour may not add a spouse and/or dependent to her retiree health insurance policy if such spouse and/or dependent were not covered under her health insurance policy at the time of her retirement.
19. The Board shall pay, provide, or make available to the School Business Official, membership fees for up to two (2) professional organizations which are related to her employment, one of which must be a local professional organization. The School Business Official selections are subject to the approval of the Superintendent.
20. The School Business Official shall be entitled to attend annual conventions or conferences each year on the local, state and national level, and the reasonable expense of such attendance shall be paid by the District, as approved in advance by the Superintendent and shall be reimbursed for such expenses upon presentation of required documentation in accordance with Board policy. The School Business Official, with prior approval and consistent with Board policy, may attend in-service and continuing education programs at the District's expense. The School Business Official shall provide a report to the Board upon her return from any conference or convention that lasts longer than two (2) days.
21. Nothing herein shall limit the District's right to abolish or reduce the position of School Business Official, or for the District to terminate the School Business Official's employment, pursuant to any applicable provision(s) of the New York Civil Service Law. In the event that the School Business Official's employment is terminated, the School Business Official shall only be entitled to receive compensation and benefits under this Agreement through the effective date of the termination. In the event of position abolishment, merger or reduction in the School Business Official's position, ninety (90) calendar days prior written notice shall be given by the District.
22. The School Business Official shall devote her full time skill, labor and attention to the discharge of her duties as School Business Official during the term of this Agreement. She may, however, subject to prior written approval, undertake speaking engagements, writing, lecturing or other

professional duties, obligations and activities so long as such activities do not interfere with the full and faithful discharge of the School Business Official's duties or written responsibilities as specified herein.

23. The language set forth in District Policy 7132 regarding non-resident students whose parent serves as a confidential/managerial employee of the District shall apply to the School Business Official and her children. However, nothing herein shall restrict the Board of Education's right to modify District Policy 7132, and any such future change shall be applicable to the School Business Official.
24. Ms. St. Amour shall provide no less than sixty (60) days written notice in the event she seeks to terminate her employment. If Ms. St. Amour fails to provide sixty (60) days' notice to terminate her employment, she shall forfeit any payout for unused vacation leave provided for in Section 9 of this agreement.
25. This Agreement constitutes the full and complete Agreement between the parties except as it may be modified by a signed written agreement between them, and shall not be subject to oral modification, nor shall parole evidence be admissible to establish any oral modification thereof.
26. The validity or enforceability of any particular provision of this Agreement shall not affect its other provisions and this Agreement shall be construed in all respects as if such invalid or unenforceable provision has been omitted.
27. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.
28. The failure of either party at any time to require the performance by the other of any of the terms, provisions or agreement hereof shall in no way affect the right thereafter to enforce same and shall not constitute the waiver of either party hereto of any breach of the terms, provisions or agreement or be construed as a waiver of any succeeding breach.

IN WITNESS WHEREOF, the parties have set their hands and seals this 24th day of April, 2019.

BOARD OF EDUCATION OF THE SAUGERTIES CENTRAL SCHOOL DISTRICT



Board of Education President

SCHOOL BUSINESS OFFICIAL



Jane St. Amour