

AGREEMENT BETWEEN
ULSTER BOCES
AND
ROXANNE BABCOCK

AGREEMENT made as of the 28th day of April, 2016, between the, ULSTER BOCES Board of Education (District), New Paltz, NY, Ulster County, New York and ROXANNE BABCOCK (Board Clerk / Executive Secretary) residing in Vails Gate, New York.

WHEREAS, the District desires to employ a Board Clerk / Executive Secretary for the District and to foster a good working relationship with the District Clerk / Executive Secretary in the best interests of the District, and

WHEREAS, Roxanne Babcock desires to be in the employ of the District as the District Clerk / Executive Secretary and to maintain such a relationship;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, **IT IS AGREED** as follows:

- 1) The District hereby appoints/employs Roxanne Babcock as Board Clerk / Executive Secretary for the District, and the Board Clerk / Executive Secretary hereby accepts such employment and agrees to perform all of the services and duties of the Board Clerk / Executive Secretary subject to the terms and conditions as hereinafter set forth.
- 2) The terms of this agreement shall commence on July 1, 2021, through June 30, 2022. Upon expiration thereof, the Terms & Conditions of Employment shall automatically renew for successive additional terms of one (1) year until either party notifies the other in writing of its intent to terminate this Terms & Conditions of Employment in which case it shall terminate 90 days from the date of the notice. Nothing herein contained shall be deemed to restrict or encumber the District's rights to either discipline or discharge the Board Clerk / Executive Secretary while a probationer, or to subject her to the applicable provisions of the Education Law or Civil Service Law of New York State, subsequent to the completion of her probationary period, or to subject her to lay off and/or reorganization of the District's administration. Should the District approve a reorganization that would result in the elimination of the Board Clerk / Executive Secretary's position, the Board Clerk / Executive Secretary shall be provided with five (5) calendar months notice of such reorganization/position elimination.
- 3) **Salary**
 - a) The base salary of the Board Clerk / Executive Secretary shall be as follows:
 - i. For the period July 1, 2021 - June 30, 2022, the Board Clerk / Executive Secretary base salary shall be 107,819.00, which shall be payable in equal bi-monthly installments. For subsequent years, the Board of Education may increase the annual salary by resolution and no further amendments to this Agreement shall be required.
 - ii. For the period beyond the term of this contract, the District shall review salaries annually of the various personnel in equivalent positions, covered by the various BOCES contracts, as well as salaries for similar positions in other comparable districts to determine, in its sole discretion, whether an increase in base salary is appropriate. Such increase, if any, shall be recommended to the Board by the District Superintendent in the form of an amendment to this contract.

4) Vacation Days

a) The Board Clerk / Executive Secretary is entitled to thirteen (13) vacation days in her first year of employment and an additional day vacation for each year thereafter to a maximum of 23 days.

5) Sick Leave

a) Sick days may be used for personal illness or illness in the *immediate family* which is defined as: father, mother, brother, sister, spouse, children, grandchildren, grandparents, legal guardians, mother-in-law, father-in-law, stepparents, stepchildren, stepbrother, stepsister or a person of significant relationship residing in the household. Effective July 1, 2016, sixteen (16) days per year shall be credited on the first day of the school year (July 1). Days shall be earned at a rate of 1.33 days per month.

b) Unused sick leave days may be accumulated to 246 days.

6) Unused Sick Leave Upon Retirement

When the Board Clerk / Executive Secretary retires from Ulster BOCES for the purpose of receiving benefits from the New York State Retirement System and have worked as a Board Clerk / Executive Secretary for seven (7) continuous years shall be entitled to buy out sick leave days under the following provisions: Effective July 1, 2016, the Board will pay \$50.00 for each day of accumulated unused sick leave. Payment will be made within 30 days of retirement.

7) Sick Leave Bank

The Board Clerk / Executive Secretary may participate, at her own discretion in the same Sick Leave Bank as the Service Administrators of the Agency.

8) Bereavement Leave

The Board Clerk / Executive Secretary shall be entitled to up to five (5) days leave for deaths in the immediate family. As used in this section, *immediate family* shall mean father, mother, brother, sister, husband, wife, son, daughter, legal guardian, mother-in-law, father-in-law, grandchild, grandparents, stepparents, stepchildren, stepbrother, stepsister, or a person of significant relationship residing in the household.

9) Personal Leave Days

The Board Clerk / Executive Secretary shall be entitled to three (3) personal leave days per year which may be taken without reason for personal business matters that cannot be taken care of outside of regular working hours. All personal leave days may be requested without reason at least three (3) business days in advance of each anticipated absence. Personal leave shall not be available for days immediately preceding or following a vacation, holiday, or another personal day, except with approval by the District Superintendent. Any unused *personal days* will be converted to unused *sick days* at the end of each school year.

10) Leave For "Other Absences"

Leave for other absences may be granted with or without pay upon the recommendation and approval of the District Superintendent. Appropriate forms stating the reason for the leave must be filed with the District Superintendent.

11) Jury Duty

If the Board Clerk / Executive Secretary is called for jury duty, she will be paid her full salary for the period of time served and shall remit to the District any amount received as pay for jury service.

12) Holidays

The Board Clerk / Executive Secretary shall be entitled to 15 paid holidays annually according to the 12-month office schedule calendar.

13) Insurance & Retirement Benefits

a) New York State Employee Retirement System

The Board Clerk / Executive Secretary must be enrolled as a member of the New York State Employee Retirement System.

b) Health Insurance: Active and Retiree

i) Health Insurance - The Board shall contribute toward the cost of health insurance to cover the Board Clerk / Executive Secretary and his/her eligible dependents in one of the following plans while the employee is in active service: Empire Alternative PPO, Empire EPO 20, MVP or equivalent should the district discontinue its participation in these plans. The Board contribution shall be according to the following schedule: 89% of the applicable premium. 85% - effective July 1, 2018, and 84% - effective July 1, 2019

ii) Retirement Benefit - The Board Clerk / Executive Secretary, upon retirement from Ulster BOCES for the purpose of receiving benefits from the New York State Employee Retirement System (NYSERS), and who have completed seven (7) years of continuous service as a Board Clerk / Executive Secretary at **Ulster** BOCES, the Board will pay the full cost of health insurance coverage for the employee and his/her eligible dependents. The retiree and her spouse shall be entitled to 100% of Medicare Part B payments at the base rate. Any additional premium due based on an income level above the base rate is the responsibility of the employee.

iii) Should the Board Clerk / Executive Secretary predecease her spouse, the Board contribution towards the medical insurance shall continue until such time as the surviving spouse remarries or otherwise become eligible for other coverage.

iv) Health Insurance Buy Out

Should the Board Clerk / Executive Secretary voluntarily elect to not participate in or withdraw from a District health plan, while eligible, or should the Board Clerk / Executive Secretary voluntarily change from a family to a single coverage, while still eligible for family coverage, the Board Clerk / Executive Secretary shall receive annually the sum equal to 50% of the net savings realized by the District as a result of this change in coverage or \$2,400 whichever is less. This buy out shall be payable to the Board Clerk / Executive Secretary in her final paycheck of the fiscal year. In the event that a "change in life circumstance" occurs and the Board Clerk / Executive Secretary finds it necessary to re-subscribe to the original coverage, this will be permitted.

c) Dental/Vision Insurance

During the period of active employment, the Board shall pay the full cost of dental/vision insurance for the Board Clerk / Executive Secretary and her eligible dependents. The Board shall make no payments upon retirement.

d) Workers' Compensation

If the Board Clerk / Executive Secretary is injured on the job, if sick time is available her absence will be charged to her sick leave accrual and she will be paid her full salary. When the Board Clerk / Executive Secretary's sick leave accrual has been depleted, and if the employee is a member of the Ulster BOCES Employee's Sick Bank, additional days may be granted at the discretion of the Sick Bank Committee. Any reimbursement of sick time paid to Ulster BOCES from the Workers' Compensation Board shall be converted to days and returned to the employee or the Sick Bank.

e) Disability Insurance

The District has established a group short-term Disability Insurance program which the Board Clerk / Executive Secretary can voluntarily join at her own expense.

14) **Other Benefits**

a) Mileage Reimbursement

Should the Board Clerk / Executive Secretary use a personal vehicle for approved business travel she will be reimbursed in accordance with the Internal Revenue Service guidelines.

b) Ulster BOCES Adult Education Continuing Education Classes

On a space available basis, Ulster BOCES Board Clerk / Executive Secretary may enroll on a tuition free or reduced fee basis in Adult Education Continuing Education classes.

c) Tuition Reimbursement in Certain Courses

The District will reimburse up to \$200.00 per year toward the cost of coursework that meets the following criteria:

- (1) The coursework is functionally related to the field in which the Board Clerk / Executive Secretary works.
- (2) The coursework is scheduled outside of working hours.
- (3) The Board Clerk / Executive Secretary must receive prior approval from the District Superintendent or his/her designee.
- (4) The Board Clerk / Executive Secretary must submit evidence of successful completion of course prior to reimbursement.

15) **Salary & Payroll Information**

- a) The Board Clerk / Executive Secretary is evaluated once each year by the District Superintendent. The evaluation of the Board Clerk / Executive Secretary's performance will be one factor used in determining her annual salary increase, which is based on a Board approved percentage rate.
- b) The Board Clerk / Executive Secretary will be paid on a semi-monthly schedule. All payroll checks shall be electronically deposited by the Ulster BOCES Treasurer into the account(s) (maximum two) designated by the Board Clerk / Executive Secretary. The obligation to make direct deposits shall be subject to the requirements of Section 192 of NYS Labor Law and/or other regulations as promulgated by the NYS Division of Labor or the Office of the State Comptroller or by laws enacted by the legislature. The Board Clerk / Executive Secretary shall have access to the Win Cap Web system for receiving the record of her payroll information traditionally printed on her paystub.

c) **Tax Sheltered Annuity and Credit Union**

The Board Clerk / Executive Secretary shall be entitled to participate in any Tax Sheltered Annuity program offered by the District. Tax Shelter Annuity and Credit Union deductions may be withheld by completing the appropriate forms. These forms are located on the Ulster BOCES website under Human Resources.

d) **Longevity**

- i. Upon the completion of seven (7) continuous years of service as a Board Clerk / Executive Secretary, a longevity payment of \$450.00 shall be paid effective July 1 in addition to the regular salary increase.
- ii. Upon the completion of twelve (12) continuous years of service as a Board Clerk / Executive Secretary, an additional longevity payment of \$450.00 shall be paid effective July 1 in addition to the regular salary increase.
- iii. Upon the completion of seventeen (17) continuous years of service as a Board Clerk / Executive Secretary, an additional longevity payment of \$600.00 shall be paid effective July 1 in addition to the regular salary increase.
- iv. Upon the completion of twenty-two (22) years of continuous service as a Board Clerk / Executive Secretary an additional longevity payment of \$600.00 shall be paid effective July 1 in addition to the regular salary increase.
- v. Upon the completion of twenty-seven (27) continuous years of service as a Board Clerk / Executive Secretary, an additional longevity payment of \$600.00 shall be paid effective July 1 in addition to the regular salary increase.

16) **Employee Assistance Program**

The District shall have the right to establish an employee assistance program. The Board Clerk / Executive Secretary is eligible to participate in such program. Utilization of the Employee Assistance Program is voluntary, confidential, and HIPPA compliant.

17) **IRS 125 - Flexible Spending Account**

The Board Clerk / Executive Secretary shall be entitled to the benefits of any flexible plan offered by the district. There will be a \$2,550 cap on employee medical contributions and a \$5,000 (married filing jointly) or \$2,500 (single or married filing separately) cap on dependent care contributions unless these caps are reduced by state or federal regulations in which case the revised cap called for by such regulation will be in effect. This plan may be terminated by the District if any net cost is incurred by the District.

18) **Meetings**

The Board Clerk / Executive Secretary, upon approval of the District Superintendent, may attend appropriate professional meetings at the local, state and national levels; the expenses of such attendance shall be a district charge, payable by the District, not to exceed \$1,500. Conference attendance beyond the budgetary allowance / contract maximum, shall be at the discretion of the District Superintendent.

19) **Resignation**

The Board Clerk / Executive Secretary shall be required to give the District no less than ninety (90) days notice of her intent to leave the employment of the District, if such departure would occur prior to the end of this Agreement.

20) **Miscellaneous**

The Board Clerk / Executive Secretary affirmatively covenants that she shall devote her full time, skill, labor and attention to the performance of the duties and services of her position during the term of this agreement and shall fully and faithfully accomplish such duties and services.

21) **Indemnification**

The District agrees that it shall defend and hold harmless the Board Clerk / Executive Secretary from any and all legal proceedings brought against the Board Clerk / Executive Secretary in her individual capacity, or in her/her official capacity, as agent and employee of the District, provided that

- i) the incident arose while the Board Clerk / Executive Secretary was acting within the scope of her employment,
- ii) the Board Clerk / Executive Secretary provides the District with timely notice of such proceedings, as provided by law, and
- iii) such proceedings were not initiated by the District or its Board of Education against the Board Clerk / Executive Secretary.

22) **Ulster BOCES - An Equal Opportunity Agency**

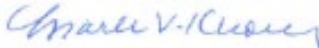
The Board of Cooperative Educational Services, Sole Supervisory District of Ulster County (the "District"), complies with all applicable federal and state laws regarding nondiscrimination. The District operates all educational programs and activities in compliance with federal laws which prohibit discrimination based on age, color, religion, gender, sexual orientation, gender identity or expression, genetic information, disability, marital status, veteran status, national origin or race. Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681, et seq.), among other bases, prohibits public school districts from discrimination against students on the

basis of sex. The prohibition against sex discrimination covers sexual harassment, including sexual violence. All inquiries or complaints concerning any form of discrimination may be referred to the District's Compliance Officer, Dr. Jonah Schenker, 175 Route 32 North, New Paltz, New York, 12561 ~jschenke@ulsterboces.org ~ (845) 255-3020 or to the Office of Civil Rights of the United States Department of Education.

The rights, privileges and obligations of the parties under this Agreement are subject to the laws of the State of New York and nothing contained herein shall be deemed a waiver thereof.

In the event that any clause, term, condition, provision or part of this Agreement shall be determined to be invalid, illegal, void or of no binding effect by a court of competent jurisdiction, such determination shall not affect, invalidate, nullify or impair any other clause, term, condition, provision or part of this Agreement.

Ulster BOCES



CHARLES V. KHOURY, Ed.D.
District Superintendent / Chief Executive Officer



ROXANNE BABCOCK
Board Clerk / Executive Secretary