

AGREEMENT BETWEEN
ULSTER BOCES

and

AMANDA STOKES

Assistant Superintendent for Administration

AGREEMENT made as of the 28th day of June, 2023 between the, ULSTER BOCES Board of Education (the District), New Paltz, New York and, Amanda Stokes (the Assistant Superintendent for Administration) residing in Kingston, New York.

WHEREAS, the Board desires to employ Amanda Stokes as the Assistant Superintendent for Administration for the District commencing June 29, 2023, and it is the parties' belief that a written agreement outlining the terms and conditions of the Assistant Superintendent for Administration employment will foster a good working relationship with the Assistant Superintendent for Administration in the best interests of the District, and

WHEREAS, Amanda Stokes desires to be in the employ of the District as the Assistant Superintendent for Administration and to maintain such a relationship;

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

1) Term – This agreement shall not be construed as a contract of duration. This agreement merely reflects the terms and conditions of employment which shall be in effective July 1, 2023. Such terms and conditions shall continue until modified by a successor agreement. Nothing herein contained shall be deemed to restrict or encumber the District's rights to either discipline or discharge the Assistant Superintendent for Administration, to subject her to the applicable provisions of the Education Law of New York State, or to subject her to layoff and/or reorganization of the District's administration. Should the District approve a reorganization that would result in the elimination of the Assistant Superintendent for Administration position, the Assistant Superintendent for Administration shall be provided with five (5) calendar months' notice of such reorganization/position elimination.

2) Salary

The base salary for the Assistant Superintendent for Administration, exclusive of earned Doctorate differential, shall not exceed 95% of the District Superintendent's salary, which is presently capped by the state legislature.

(i) For the period July 1, 2023 - June 30, 2024, the Assistant Superintendent for Administration's salary shall be \$175,000.00, 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.

a) The Assistant Superintendent for Administration's salary for succeeding years shall be based on a performance evaluation according to Board Policy and regionally similar salaries. In no case shall the succeeding year's salary be less than the base salary established in the year preceding the annual review unless required by law.

b) The District Superintendent shall review salaries annually of the various district administrators in equivalent positions, covered by the various Ulster County Administrators Contract and various BOCES contracts, as well as salaries for similar

positions in other comparable districts. The District Superintendent shall advise the Board of Education as to the comparability of Assistant Superintendent for Administration's salary and the Board shall determine, in its sole discretion, and considering the recommendation of the District Superintendent, whether an increase in base salary is appropriate.

- c) If the Assistant Superintendent for Administration presents evidence of having earned a Doctorate in the field of education (Ed.D. or Ph.D.) a \$2,500 differential (prorated for partial year) shall be added to the base salary noted in Paragraphs 2(a) and 2(b) of this Agreement.

3) Duties

The Assistant Superintendent for Administration shall perform the duties of Assistant Superintendent for Administration in and/or for the public schools as prescribed by the State of New York and by the rules, regulations and job description approved by the District. The work year for this position is twelve months and, during such term, the Assistant Superintendent for Administration shall diligently perform all the duties, acts and services set out in the job description, as well as all of those which are customarily connected with such position together with such other duties, acts and services as may be directed by the District's Board of Education, the District Superintendent, or by a person delegated by either, and shall including attendance at all meetings of the Board of Education.

4) Work Year and Holidays

- a) The work year for the Assistant Superintendent for Administration shall be 246 days with 15 paid holidays which shall include:
 - o New Year's Day
 - o Dr. Martin Luther King Day
 - o President's Day
 - o Memorial Day
 - o Independence Day
 - o Labor Day
 - o Columbus Day
 - o Veterans Day
 - o Thanksgiving Day
 - o Christmas Day
 - o 5 Floating Holidays to be Determined Annually by the District Superintendent
- b) In cases determined to be an emergency by the District Superintendent or District Board of Education, the Assistant Superintendent for Administration might be required, with reasonable advance notice (if possible), by the District Superintendent, to work up to five (5) school or floating holidays (not legal holidays) with no compensatory time.

5) Vacation

- a) The Assistant Superintendent for Administration shall be entitled as of July 1 of each year of employment to twenty-four (24) paid vacation days as approved by the District Superintendent.
- b) Should the Assistant Superintendent for Administration leave the employ of the District before the end of a contract period then this allowance shall be prorated (earned at a rate of 2.0 to account for the percentage of time actually served prior to leaving the employ of the District. Should the Assistant Superintendent for Administration have

used more than her vacation day allocation, an adjustment will be made in her final paycheck to account for any over payment.

- c) There is to be no carry-over of unused vacation days. However, if agency business prevents the Assistant Superintendent for Administration from taking a planned vacation day or days, the Assistant Superintendent for Administration may request of the District Superintendent's permission to carry over such days. Any such days, approved by the District Superintendent must be used by June 30th of the school year immediately following the year in which they were initially earned.
- d) On an annual basis, at the beginning of each fiscal year (July 1), the Assistant Superintendent for Administration shall have the option of using the cash value of up to five (5) vacation days at the per diem rate (1/240) to which the district shall add \$200 per day, which, upon the presentation of appropriate documentation, the District shall reimburse the Assistant Superintendent for Administration the premium cost for Long Term Care insurance for the Assistant Superintendent for Administration and her spouse from the cash value of up to five unused vacation days plus the District supplement of \$200 per vacation day used. If the Assistant Superintendent for Administration declares her intent to be reimbursed for a Long-Term Care Insurance premium, the number of days used for such reimbursement, up to five (5) vacation days shall be deducted from the annual vacation day allocation referred to in section 6.a. of this contract.
- e) If the Assistant Superintendent for Administration retires into a New York State Retirement System ("NYSTRS or NYSERS) immediately upon the termination of employment from the District, after having served a minimum of 10 full years as Director: School Business or Assistant Superintendent for Administration (separately or combined), the District shall, upon the presentation of appropriate documentation, reimburse the Assistant Superintendent for Administration actual payment for a Long-Term Care Insurance premium at a maximum annual reimbursement of \$3,000 for the Assistant Superintendent for Administration and their spouse during the period of her retirement and for the life of the Assistant Superintendent for Administration. The Assistant Superintendent for Administration's current spouse shall only be eligible for coverage so long as they remain married.
- f) At the end of each school year (June 30), any unused vacation days beyond those permitted to be carried over or used for Long-Term Care Insurance are lost.

6) Benefit

a) Health Insurance.

- i) The Board shall pay 90% of the cost of individual or family coverage for the Board approved health insurance plan while the Assistant Superintendent for Administration is in active service.
- ii) Health Insurance Buy-Out: If the Assistant Superintendent for Administration elects to withdraw from the District Health Insurance plan, or changes from a family to a single plan coverage while her spouse or other dependents would have otherwise remained eligible for such coverage, then the Assistant Superintendent for Administration shall receive for the period of eligibility for family coverage, a sum equal to \$4,500. This buy-out shall be payable to the Assistant Superintendent for Administration in her final paycheck for the school year. In the event that due to a change in life circumstance, the Assistant Superintendent for Administration finds it necessary to re-subscribe to the family coverage, this will be permitted.

b) Dental, Vision, Accidental Death and Dismemberment Insurance

The District shall pay the full cost of individual or family coverage for Dental and Vision available through Delta (dental) and Empire BC/BS (vision) or equivalent while the Assistant Superintendent for Administration is an active employee of the District.

7) Sick Leave

- a) Sixteen (16) days per year earned at a rate of 1.333 days per month shall be provided for personal illness or illness in the immediate family, cumulative to 246 days.

“Immediate family” shall mean 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.

- b) Upon retirement as the Assistant Superintendent for Administration from the District into the NYSTRS, \$90.00 shall be paid to the Assistant Superintendent for Administration for each unused sick day to a maximum of 246 days (\$22,140).

- i) Payment shall be made in the first pay period in the school year immediately following the school year last worked.
- ii) An earlier or later payment schedule is permissible, as is payment of the entire sum into the Assistant Superintendent for Administration’s 403(b) plan if the Assistant Superintendent for Administration should have one, subject to the approval of both parties.

8) Bereavement Leave

Bereavement Leave shall be provided to a maximum of five (5) non-cumulative days per year for each occasion for deaths in the immediate family.

9) Personal Leave

Personal Leave days shall be provided to a maximum of three (3) days per year. Unused days shall accumulate as sick leave. All personal leave days may be requested without reason at least three (3) days in advance of each anticipated absence. This requirement may be waived for situations deemed by the District Superintendent to be emergencies. Personal leave shall not be available for days immediately preceding a vacation, holiday or another approved personal day without the approval of the District Superintendent who may require that a reason be given for such requests.

10) Retiree Benefits

a) Health Insurance

As an Ulster BOCES employee hired prior to July 1, 2012, and to acknowledge her more than 16 years of continuous service at Ulster BOCES, and recognizing that Ms. Stokes had previously earned this benefit because of her prior experience and service to the BOCES, Ms. Stokes will receive the retirement benefits which require seven (7) years of continuous service as an administrator to receive full benefits. Upon retirement from Ulster BOCES into any NYS Retirement System and after seven (7) years of service as an administrator with Ulster BOCES in an administrative capacity, the Assistant Superintendent for Administration shall be entitled to 100% district covered individual or

family health insurance coverage for the life of the Assistant Superintendent for Administration, and shall be entitled to reimbursement of 100% of the standard (base) Medicare Part B payments and Prescription Drug Coverage, and 50% of any additional amount charged for such coverage should the Director, School Business' premium charges be upwardly adjusted due to the Medicare Rules for Higher Income Beneficiaries. In addition, if the Assistant Superintendent for Administration retires under a family plan, they shall be entitled to 100% reimbursement for Medicare Part B payments made on behalf of their spouse, for the life of the Assistant Superintendent for Administration.

- b) Retiree Dental, Vision, Accidental Death and Dismemberment Insurance. Upon retirement from the District and after seven (7) years of service to the District as an administrator, the District shall pay 10% of the full cost of such coverage for Assistant Superintendent for Administration and her spouse, chosen from the plans offered to current employees during the period of her retirement. After a minimum of ten (10) years of service to the District as the Assistant Superintendent for Administration, the District shall pay 50% of the full cost of such coverage. Assistant Superintendent for Administration may opt to apply the monetary value of her unused sick leave benefit towards their share of this insurance premium.

11) Physical Examination

A physical examination shall be required every two years and shall be reimbursed to a maximum of \$300. A physician's report resulting from such an examination, certifying the fitness of the Assistant Superintendent for Administration to perform the functions of the position shall be filed with the Clerk of the Board.

12) Meal/Mileage Expenses

Meal and mileage expenses may be submitted for making extra trips in the evening or when school is not in session to attend District related functions at the direction of the District Superintendent. Reimbursement shall be according the applicable District policy.

13) Jury Duty

Jury Duty service shall be paid provided at full salary.

14) Professional Dues

Professional dues for local, county, state and national professional organizations directly related to the Assistant Superintendent for Administration area of responsibility shall, with the approval of the District Superintendent, and subject to budgetary constraints, be compensated to a maximum of \$800. Approval for payment of professional dues beyond the noted allowance shall be at the discretion of the District Superintendent. Payroll deductions may be used for dues payment to professional associations.

15) Employee Assistance Program

The Assistant Superintendent for Administration shall have the right to voluntarily participate in the District established Employee Assistance Program.

16) Flexible Spending Account Program

The Assistant Superintendent for Administration shall be entitled to the benefits of any Flexible Spending Account Program offered by the district. There will be a cap of \$5,000 on employee medical contributions and a \$5,000 cap on dependent care contributions. Should any of the noted maximums be adjusted by legislation or regulation then the maximums herein noted shall be adjusted to conform to any such legislative or regulatory maximums. The District may terminate the plan if the District incurs any net cost.

17) Tax Sheltered Annuity Program

The Assistant Superintendent for Administration shall be entitled to participate in any Tax-Sheltered Annuity program offered by the District.

18) Personal Vehicle Use Reimbursement

The Assistant Superintendent for Administration will be reimbursed for use of her personal vehicle for approved business travel in accordance with approved Internal Revenue Service rates.

19) Meetings

The Assistant Superintendent for Administration, 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.

20) Tuition Reimbursement

The Assistant Superintendent for Administration will receive up to a maximum of twelve (12) credits annually, using the Ulster BOCES fiscal year and the ending date of the course, at the per credit graduate tuition rate charged by the SUNY system, not to exceed \$6,000.00 for courses approved by the District Superintendent as to the applicability and relevance of the degree program or coursework to the objectives of Ulster BOCES.

21) Cellphone Reimbursement

The Assistant Superintendent for Administration shall be reimbursed for a portion of the monthly cost of using their personal cell phone for agency business. Upon submission of a bill noting a monthly charge for a personal cell phone, up to a \$65.00 reimbursement per month will be permitted.

22) Resignation

The Assistant Superintendent for Administration shall be required to give the Board 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.

23) Miscellaneous.

The Assistant Superintendent for Administration 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.


24) Indemnification

The District agrees that it shall defend and hold harmless the Assistant Superintendent for Administration from any and all legal proceedings brought against the Assistant Superintendent for Administration in her individual capacity, or in her official capacity as agent and employee of the District, provided that (i) the incident arose while the Assistant Superintendent for Administration was acting within the scope of his employment, (ii) the Assistant Superintendent for Administration 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 Assistant Superintendent for Administration.

25) 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.

26) 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.

IN WITNESS WHEREOF, the parties have executed this agreement this 28th day of June, 2023.



Dr. Jonah Schenker
District Superintendent



Amanda Stokes
Assistant Superintendent for Administration