

ULSTER COUNTY BOCES
TERMS AND CONDITIONS OF EMPLOYMENT

Ulster BOCES
Assistant Superintendents

Effective July 1, 2024

The BOCES Administrators who are covered by these Terms & Conditions of Employment are as follows:

Assistant Superintendent for Administration

Assistant Superintendent for Operations

Assistant Superintendent for Learning & Design – CITL Programs

Assistant Superintendent for Learning & Design – Career Pathways Programs

Assistant Superintendent for Learning & Design – Educator Edge

ARTICLE 1 – SALARY

- A. The District Superintendent has the sole responsibility of recommending to the Board of Education, the initial salary for any Assistant Superintendent position to secure and retain the most qualified person for each position.
- B. The Assistant Superintendent's salary 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.
- C. The District Superintendent shall review salaries annually covered by the various Ulster County Administrator contracts and various BOCES contracts, as well as salaries for similar positions in other comparable districts. The District Superintendent shall advise the Board of annual salary increase recommendations and the Board, at its sole discretion, shall determine, while considering the recommendation of the District Superintendent, whether the annual salary increase is appropriate.
- D. If an Assistant Superintendent 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 their base salary.
- E. Longevity Payments

Upon the completion of seven (7) years of continuous service as an Assistant Superintendent with Ulster BOCES, a longevity payment of \$2,000 shall be paid in addition to the regular salary increase.

Upon completion of eleven (11) years of continuous service as an Assistant Superintendent with Ulster BOCES, a longevity payment of an additional \$1,000 shall be paid in addition to the regular salary increase.

Upon completion of fifteen (15) years of continuous service as an Assistant Superintendent with Ulster BOCES, a longevity payment of an additional \$2,000 shall be paid in addition to the regular salary increase.

Upon the completion of twenty-three (23) years continuous of service as an Assistant Superintendents with Ulster BOCES, a longevity payment of an additional \$2,500 shall be paid in addition to the regular salary increase.

- F. Should BOCES approve a reorganization that would result in the elimination of an Assistant Superintendent position, the Assistant Superintendent shall be provided a five (5) calendar month notice of such reorganization/position elimination.

ARTICLE 2 - LEAVE BENEFITS

For all Assistant Superintendents covered by these Terms and Conditions, prior years of service at BOCES in any capacity will be awarded towards accruals in Article 2, at the discretion of the District Superintendent.

Leave Time

Effective July 1, 2024, Assistant Superintendents will be charged in quarter (.25 FTE) day increments (two hours) based on an eight (8) hour workday, inclusive of lunch, for the use of Personal Time, Sick Time, and Vacation Time.

A. WORK YEAR AND HOLIDAYS

The work year of the Assistant Superintendent shall be 246 days with 20 paid holidays, which shall include:

- New Year's Day
- Dr. Martin Luther King Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day
- Nine (9) floating holidays to be used when school is not in session.

In cases determined to be an emergency by the District Superintendent or Board of Education, Assistant Superintendents 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.

B. VACATION

1. The Assistant Superintendent 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.
2. Should an Assistant Superintendent leave the employ of Ulster BOCES before the end of school year, this allowance shall be prorated (earned at a rate of 2.0 days per month) to account for the percentage of time actually served prior to leaving the employ of BOCES. If an Assistant Superintendent has used more than their earned vacation day time, an adjustment will be made in their final paycheck to account for any over payment.
3. The Assistant Superintendent is permitted to carryover up to five (5) vacation days annually up to a maximum of 40 days, and also has the option to cash out up to ten (10) vacation days at the per diem rate (1/240) annually. Any such requested must be approved by the District Superintendent prior to June 30.
4. Long Term Care - On an annual basis, at the beginning of each fiscal year (July 1), the Assistant Superintendent 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 BOCES shall add \$200 per day, which, upon the presentation of appropriate documentation, BOCES shall reimburse the Assistant Superintendent the premium cost for Long Term Care insurance for the Assistant Superintendent and their spouse from the cash value of up to five (5) unused vacation days plus the BOCES supplement of \$200 per vacation day used. If the Assistant Superintendent declares their 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 2.B.1.

C. SICK LEAVE

Sixteen (16) days per year for personal illness or illness in the “immediate family” which shall be credited on July 1 of each year, but such days are earned at a rate of 1.333 days per month.

1. “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.
2. Unused sick leave shall accumulate to 246 days.
3. Assistant Superintendents who retire from Ulster BOCES directly into the New York State Teachers’ Retirement System (NYSTRS) for the purpose of receiving benefits shall be entitled to buy out unused sick leave days at a rate of \$90.00 per day to a maximum of 246 days.

4. Any monies paid out under this provision will be directed to a non-elective 403-b plan.

D. DONATION OF SICK LEAVE

Assistant Superintendents may request in writing, to the District Superintendent, to donate up to five (5) days of their accumulated sick leave time to a specific BOCES employee who has exhausted their sick leave time and who is experiencing a catastrophic illness, subject to the approval of the District Superintendent.

Once the transfer is approved and executed it cannot be reversed.

E. BEREAVEMENT LEAVE

Assistant Superintendents 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.

F. PERSONAL LEAVE

Three (3) days per year may be taken without reason for personal business matters that cannot be taken care of outside regular working hours. Any unused Personal Leave will be added to Sick Leave accruals at the end of each school year.

G. LEAVE FOR OTHER ABSENCES

Leave for other absences may be granted with or without pay upon the recommendation of the District Superintendent and approved by Board.

H. JURY DUTY

Assistant Superintendents who are called for jury duty will be paid their full salary for the period of time served.

ARTICLE 3 - INSURANCE & RETIREMENT BENEFITS

A. HEALTH INSURANCE

1. The Board shall pay 90% of the cost of individual or family coverage for the Board approved health insurance plans while the Assistant Superintendent is in active service.

- a. For all Assistant Superintendents covered by this agreement hired by Ulster BOCES in any position before July 1 2021:

Shall have the option of the DEHIC Alternative PPO, DEHIC EPO20, MVP, or equivalent, should the district discontinue its participation with these plans.

- b. For all Assistant Superintendents covered by this agreement hired by Ulster BOCES in any position on or after July 1 2021:

1. Shall only have the option of the DEHIC EPO 20 health insurance plan.
 2. Shall have the option of participating in any of the other Health Insurance plans offered by Ulster BOCES by paying the dollar cost difference between their required contribution to participate in the DEHIC EPO20 and the total premium of the other health insurance plan. The Boards contribution will remain at the dollar amount required for the DEHIC EPO20 plan.
- c. When an active Assistant Superintendent predeceases a spouse, the spouse is eligible to continue the health insurance plan in which the active Assistant Superintendent was enrolled until such time as they remarry and/or become eligible for other coverage. The surviving spouse is responsible for 102% of the cost of the health insurance premium.
2. Health Insurance Buy Out - Assistant Superintendents who voluntarily elect to not participate in or withdraws from a BOCES health insurance plan or anyone who voluntarily changes from family coverage to single coverage while eligible for family coverage, shall receive annually the sum of \$4,500. This buy out shall be payable to the Assistant Superintendent in their final paycheck of the school year. In the event that a “change in life circumstance” occurs and such Assistant Superintendent finds it necessary to re-subscribe to the original coverage, this will be permitted.
 3. Dental and Vision Insurance - The Board shall pay the full cost for dental and vision insurance for active Assistant Superintendents and their eligible dependents.

B. RETIREMENT BENEFITS

1. HEALTH INSURANCE

- a. For Assistant Superintendents hired before August 16, 2013, to any position at Ulster BOCES, upon retirement into the New York State Teachers Retirement System (NYSTRS), immediately upon the termination of employment from Ulster BOCES, and after a minimum of seven (7) continuous years as an administrator at Ulster BOCES, the Board will pay the full cost of health insurance coverage for the employee and their eligible dependents during the period of retirement. They shall be entitled to 100% reimbursement of Medicare Part B payments during their period of retirement. In addition, if an Assistant Superintendent retires under a family plan, the employee will also be entitled to 100% reimbursement of Medicare Part B payments made at the standard premium coverage rate on behalf of their spouse, during the period of retirement.

- b. Assistant Superintendents hired on or after August 16, 2013, to any position at Ulster BOCES, upon retirement into the New York State Teachers Retirement System (NYSTRS), immediately upon the termination of employment from Ulster BOCES, and after a minimum of completing seven (7) continuous years as an administrator or Assistant Superintendent at Ulster BOCES, the Board will pay the full cost of health insurance coverage for the Assistant Superintendent and their eligible dependents during the period of retirement.

The Board will make no payment towards the cost of Medicare Part B premiums.

- c. Assistant Superintendents who are not enrolled in a BOCES health insurance plan will be reimbursed for their Medicare Part B cost up to the standard premium coverage rate.
- d. Opting Out Option of Health Insurance at 65

When a retiree reaches the age of 65 and Medicare becomes the primary insurance provider, the retiree has the option of opting out of the BOCES sponsored health insurance plan to a private insurance plan and the BOCES will reimburse the retiree, upon the submission of proof of enrollment and payment, up to \$5,000 per year to cover the cost of up to 100% of their secondary insurance plan. In the event the retiree's private insurance is cancelled or cannot be obtained, the retiree will have the right to return to the EPO20 plan and will contribute towards the health insurance premium at the rate appropriate for their status based on their original date of employment.

2. DENTAL AND VISION INSURANCE

Upon retirement from Ulster BOCES with a minimum of seven (7) continuous years as an administrator at Ulster BOCES and retires directly into the New York State Teachers' Retirement System the Board will contribute ten percent (10%) of the cost of dental and vision insurance for the retiree and their eligible dependents. Upon retirement from Ulster BOCES with a minimum of ten (10) years of service as an Assistant Superintendent at Ulster BOCES and retires directly into the New York State Teachers' Retirement System the Board will contribute 50% of the full cost of such coverage.

3. LONG TERM CARE INSURANCE PREMIUM REIMBURSEMENT

If the Assistant Superintendent retires into a New York State Retirement System ("NYSTRS) immediately upon retiring from Ulster BOCES, after having served a minimum of 10 full years at Ulster BOCES as an Assistant Superintendent, Ulster BOCES shall, upon the presentation of appropriate documentation, reimburse the Assistant Superintendent for actual payment for a Long-Term Care Insurance premium at a maximum annual reimbursement of \$3,000 for the Assistant Superintendent and their spouse during the period of their retirement and for the life of the Assistant Superintendent. The Assistant Superintendents' current spouse shall only be eligible for coverage so long as they remain married.

4. WORKERS' COMPENSATION

If an Assistant Superintendent is injured on the job, and sick time is available, their absence will be charged to their sick leave accrual and they will be paid their full salary. Any reimbursement of sick time paid to the Assistant Superintendent from the Workers' Compensation Board shall be converted to days and returned to the Assistant Superintendent.

6. DISABILITY INSURANCE

Ulster BOCES has established a group short-term Disability Insurance program. The Assistant Superintendent may voluntarily join at their own expense.

ARTICLE 4 - OTHER BENEFITS

1. PERSONAL CELL PHONE USAGE REIMBURSEMENT

Assistant Superintendents 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.

2. TUITION REIMBURSEMENT

a. Assistant Superintendents will be eligible to receive up to a maximum of twelve (12) credits annually, using 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.

b. Assistant Superintendents receiving reimbursement under this provision shall agree not to resign their position in the district to accept other employment, for a period of two years from the ending date of the course. Assistant Superintendents who voluntarily resign their position from Ulster BOCES before the expiration of the two-year period shall agree to refund to Ulster BOCES, any and all tuition reimbursement payments received for coursework where the two-year threshold was not met. Such payments shall be deducted from any final salary payments to the extent possible.

c. Assistant Superintendents who are excessed or terminated due to layoff shall be exempt from refunding the District tuition reimbursement payments received for coursework where the two-year threshold was not met.

3. PROFESSIONAL MEETINGS

Assistant Superintendents may attend appropriate professional meetings at the local, state, and national levels. The expenses of such attendance shall be paid by Ulster BOCES, not to exceed \$1,500. Conference attendance beyond the budgetary allowance shall be at the discretion of the District Superintendent.

4. PERSONAL VEHICLE USE MILEAGE REIMBURSEMENT

Assistant Superintendents who use their personal vehicle for approved business travel will be reimbursed in accordance with the Internal Revenue Service rates.

ARTICLE 5 - PAYROLL INFORMATION

1. Assistant Superintendents will be paid on a semi-monthly schedule. All payroll checks shall be electronically deposited by the Ulster BOCES Treasurer into the accounts (maximum two) designated by the Assistant Superintendent. 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. Assistant Superintendents shall have access to the WinCapWeb system for receiving the record of their payroll information traditionally printed on their paystub.
2. Time Clocks - All Assistant Superintendents reporting to an Ulster BOCES building will sign-in and sign-out upon entering and exiting the building utilizing an electronic time clock system. All Assistant Superintendents working from an alternate location will sign-in and sign-out utilizing an electronic time clock system. If an Assistant Superintendent misplaces or forgets their BOCES issued ID badge/card on a given day, or the BOCES issued ID badge/card or machine malfunctions, a manual method will be available to record a signature and time. Only the Assistant Superintendents name and time will be recorded.
3. 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.
4. Payroll Deductions may be used for dues payment to professional associations.

ARTICLE 6 - IRS 125 - FLEXIBLE SPENDING ACCOUNT

The BOCES shall maintain the Flexible Benefit Plan and provide for the administration of the plan, in accordance with Section 125 of the Internal Revenue Tax Code. Assistant Superintendents will be allowed to contribute up to the IRS or State maximum allowable amount for medical expenses and dependent care.

ARTICLE 7 - EMPLOYEE ASSISTANCE PROGRAM

Ulster BOCES shall have the right to establish an Employee Assistance Program. Utilization of the Employee Assistance Program is voluntary, is confidential, and HIPAA compliant.

ARTICLE 8 – RESIGNATION

Assistant Superintendents shall be required to give the Board no less than a ninety (90) day notice of their intent to leave the employment of Ulster BOCES.

ARTICLE 9 – MISCELLANEOUS

The Assistant Superintendent affirmatively covenants that they shall devote their full time, skill, labor and attention to the performance of the duties and services of their position and shall fully and faithfully accomplish such duties and services.

ARTICLE 10 – INDEMNIFICATION

Ulster BOCES agrees that it shall defend and hold harmless the Assistant Superintendent from any and all legal proceedings brought against the Assistant Superintendent in their individual capacity, or in their official capacity as agent and employee of the Ulster BOCES, provided that (1) the incident arose while the Assistant Superintendent was acting within the scope of their employment, (2) the Assistant Superintendent provides Ulster BOCES with timely notice of such proceedings, as provided by law, and (3) such proceedings were not initiated by Ulster BOCES or the Board of Education against Assistant Superintendent.

The rights, privileges, and obligations of the parties under these Terms & Conditions of Employment 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 the Terms & Conditions of Employment 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.

ARTICLE 11 - 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 Ulster BOCES Compliance Officer, Ms. Amanda Stokes, 175 Route 32 North, New Paltz, New York, 12561 ~ astokes@ulsterboces.org or (845) 255-3010 or to the Office of Civil Rights of the United States Department of Education.

Approved: Board of Education Meeting ~ June 26, 2024