

7/11/2024

**EMPLOYMENT AGREEMENT
BETWEEN THE
BOARD OF COOPERATIVE EDUCATIONAL SERVICES
FOR THE SOLE SUPERVISORY DISTRICT OF ULSTER COUNTY
AND
DR. JONAH SCHENKER**

AGREEMENT, made this 22nd day of March, 2023, by and between the Board of Cooperative Educational Services for the Sole Supervisory District of Ulster County, whose principal offices are located at 175 Route 32 North, New Paltz, NY 12561 (hereinafter the “Board” or “BOCES”) and Dr. Jonah Schenker (hereinafter referred to as “Dr. Schenker” or the “District Superintendent”).

WHEREAS, the Board of Education of BOCES has offered to employ Dr. Schenker as the District Superintendent of BOCES upon the terms and conditions set forth herein, and

WHEREAS, Dr. Schenker has accepted said offer of employment, and

WHEREAS, it is acknowledged that a written contract specifying the terms and conditions of the District Superintendent’s employment by BOCES will provide the basis for effective communication and understanding between the parties, and

WHEREAS, the parties have mutually agreed upon the following terms and conditions as to the District Superintendent’s employment with BOCES.

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, and for good and valuable consideration, BOCES and Dr. Schenker agree as follows:

1. **Employment and Term of Agreement**: BOCES does hereby employ the District Superintendent pursuant to New York State Education Law §1950(4)(a) and §§2201 through 2217, to perform the duties of the District Superintendent in and for the public schools in the BOCES supervisory district. The initial term of Dr. Schenker’s employment by BOCES pursuant to this Agreement shall be two (2) years three (3)+ months, commencing March 23,

2023 and continuing through June 30, 2025, unless further extended or sooner terminated as hereinafter provided.

2. **Duties and Responsibilities:** The District Superintendent shall be the chief administrative officer of BOCES and shall perform all services required of him by the Education Law and other laws of the State of New York, and shall, faithfully, diligently, and competently perform those duties which may be imposed on him by the Board or the New York State Commissioner of Education, and shall perform all other duties and responsibilities as may thereby be implied as incidental thereto although not specifically enumerated, and shall devote his full time and efforts to the performance of his duties as District Superintendent and chief administrative officer of BOCES, provided, however, that the District Superintendent, with the prior approval of the Board, may undertake consultant work, speaking engagements, writing, lecturing, or other professional duties and obligations, with or without remuneration, so long as such activities are consistent with the duties of the District Superintendent and do not interfere with the full and faithful discharge of the District Superintendent's duties and responsibilities as specified herein.

3. **Compensation:** For the 2022-2023, 2023-2024 and 2024-2025 school years, the District Superintendent will receive a gross annual salary of \$208,250.00 which represents the maximum aggregate of the amounts paid by the State and BOCES that is allowable under Education Law §1950(4)(a)(2), pro-rated for service of less than a full school year. The State's portion of the District Superintendent's annual salary is \$43,499.00 (the "State Salary"). BOCES' portion of the District Superintendent's annual salary is \$164,751 (the "supplemental salary"), pro-rated for service of less than one year. The supplemental salary shall be paid in equal installments in accordance with the policy of BOCES governing payments of other administrative staff members in BOCES. BOCES will increase its portion of the District

Superintendent's gross annual salary to offset any reduction in the State's portion of the District Superintendent's salary which may hereafter occur. Any adjustments in the District Superintendent's compensation will be determined by resolution of the Board and treated as an amendment to this Agreement, and it shall not be considered that the Board and the District Superintendent have entered into a new Agreement unless expressly stated in writing by both parties. The gross annual salary for each contract year shall not be less than the gross annual salary for the prior contract year, subject to the provisions of Education Law §1950(4)(a)(2).

4. **Health Insurance:**

a) During active service, the District Superintendent shall be entitled to coverage under BOCES' health insurance programs, on an individual or family basis as applicable, with 90% of the total premium cost of the applicable premium paid by BOCES. During active service, the District Superintendent shall be entitled to coverage under BOCES' dental, vision and accidental death and dismemberment insurance programs, on an individual or family basis as applicable, with BOCES paying the full cost of such coverage.

b) If the District Superintendent elects to withdraw from BOCES' health insurance plan, or changes from a family to a single plan coverage while his spouse or other dependents would have otherwise remained eligible for such coverage, then the Deputy Superintendent shall receive, for the period of eligibility for family coverage, an annual health insurance declination benefit of \$4,500 for each year in which the coverage is reduced (family to single) or waived, pro-rated for service of less than one full school year. This sum shall be payable to the District Superintendent in his final paycheck for the school year. In the event that due to a change in life circumstance, the District Superintendent finds it necessary to re-subscribe to the family coverage, this will be permitted.

c) If the District Superintendent retires from BOCES directly into the New York State Teachers' Retirement System after having completed a minimum of ten (10) years' continuous combined service with BOCES in the position(s) of Deputy Superintendent and/or District Superintendent, for the remainder of his life BOCES shall provide the District Superintendent and his spouse, with health insurance coverage through a BOCES medical insurance plan offered to current employees with 100% of the total premium cost of the applicable premium paid by BOCES . The Superintendent's spouse shall only be eligible for health insurance coverage so long as they remain married. The District Superintendent and his spouse shall enroll in Medicare when first eligible. BOCES shall pay 100% of the standard premium of Medicare Part B and prescription drug coverage and 25% of any additional amount charged for such coverage should the District Superintendent's premium charges be upwardly adjusted due to the Medicare rules for higher income beneficiaries. If the District Superintendent retires from BOCES directly into the New York State Teachers' Retirement System after having completed a minimum of ten (10) years' continuous combined service with BOCES in the position(s) of Deputy Superintendent and/or District Superintendent, BOCES shall provide the District Superintendent and his spouse, during the period of his retirement, with retiree dental, vision, and accidental death and dismemberment insurance coverage, chosen from the plans offered to current employees, with 50% of the total premium cost of such coverage paid by BOCES. The Superintendent's spouse shall only be eligible for such coverage so long as they remain married.

d) The District Superintendent shall have the option of participating in the Long-Term Group Disability Insurance. BOCES shall pay 50% of the premium with the balance being paid by the District Superintendent. Such coverage shall be at 60% of the District Superintendent's gross annual salary.

5. **Life Insurance and Long-Term-Care Insurance:** During the period of his employment, and upon presentation of appropriate documentation, BOCES shall reimburse the District Superintendent up to \$1,000 per year for his premium payments on a fifteen (15) year level term life insurance policy, pro-rated for service of less than one full year. During the period of his employment, and upon presentation of appropriate documentation, BOCES shall reimburse the District Superintendent up to \$4,500 per year for the District Superintendent's actual payment of the premium for long-term-care insurance for the District Superintendent and his spouse, pro-rated for service of less than one full year. If the District Superintendent retires from BOCES directly into the New York State Teachers' Retirement System after having completed a minimum of ten (10) years' continuous combined service with BOCES in the position(s) of Deputy Superintendent and/or District Superintendent, and upon presentation of appropriate documentation, BOCES shall reimburse the District Superintendent's actual payment of the long-term-care insurance premium at a maximum annual reimbursement of \$3,000 for the District Superintendent and his spouse during the period of his retirement. The District Superintendent's spouse shall only be eligible for coverage so long as they remain married. Any policy purchased under this section will have no cash value.

6. **Disability:** In the event the District Superintendent is unable to perform the essential functions of his position by reason of extended illness and/or disability for a period of six (6) months beyond the expiration of his accumulated and unused leave entitlements, his employment by BOCES may be terminated by the Board.

7. **Vacation, Personal Leave, and Sick Leave:** The District Superintendent shall accumulate leave time, including but not limited to vacation leave, personal leave and sick leave in accordance with the State of New York policy applicable to Management/Confidential employees, pro-rated for service of less than a full school year. BOCES will match the leave

provided by the State for its share of the District Superintendent's salary. It is understood, that pursuant to such State policy, the District Superintendent is permitted to accumulate no more than 40 unused vacation days as of the first day of any calendar year, and, is permitted to be paid at the time of his separation from service, unused vacation days at his daily rate, up to a maximum of 30 days, in accordance with such policy. In no event, will the District Superintendent be permitted to accumulate leave in excess of that permitted to Managerial/Confidential employees of the State.

8. **Expense Reimbursement:**

a) The District Superintendent shall be entitled to reimbursement for all reasonable and necessary expenses incurred by him in the performance of his duties as District Superintendent, including but not limited to professional dues, travel, meals and lodging expenses incurred while traveling on business for BOCES or attending authorized conferences, subject to BOCES' current policies and verification and documentation requirements, or as such policies and requirements may be revised or amended from time to time. The District Superintendent shall be required to appropriately document all expenditures that are to be reimbursed by BOCES in accordance with this provision.

b) The District Superintendent shall be provided with a BOCES owned or BOCES leased late model automobile for his business and reasonable personal use during the initial term or any extension of this Agreement. The District Superintendent will reimburse BOCES for all such personal use in accordance with Internal Revenue Service regulations as they exist from time to time. All expenses of gasoline, insurance, maintenance and repairs in connection with the operation of said vehicle shall be paid by the BOCES. If the District Superintendent chooses, the obligation of BOCES under this Article may be satisfied by the reimbursement to the District Superintendent (in accordance with such IRS regulations) for the use of a vehicle owned by the District Superintendent for BOCES business.

c) The District Superintendent shall be reimbursed for the use of a personal smart phone for agency business, up to \$65 per month, and shall be entitled to the use and possession of one BOCES-owned laptop or desktop computer for his business and incidental personal use, which shall remain the property of BOCES and shall be returned by the District Superintendent to BOCE upon the termination of employment.

9. **Holidays:** The District Superintendent shall be entitled to receive paid holidays as set forth in the New York State Handbook for Management/Confidential Employees and holidays specified in BOCES' twelve-month annual office calendar. To the extent a holiday provided by BOCES exceeds that which New York State Management/Confidential employees are entitled, if BOCES is closed, observing a holiday, or if no administrative staff is required to report to work, the District Superintendent shall be entitled to work remotely and shall be available to the Commissioner and New York State Education Department on such additional days.

10. **Professional Membership:** The annual dues for the District Superintendent's membership in the New York State Council of School Superintendents ("NYSCOSS") and the American Association of School Administrators ("AASA") will be paid by the Board. In addition, the Board shall pay the annual dues for one other professional organization selected by the District Superintendent, not to exceed \$600 for such additional organization. The District Superintendent shall be entitled to attend professional conferences at the local, state and national level, with the expenses of such paid by BOCES, upon approval by the Board President.

11. **Evaluation:** On or prior to March 1 of each year of his employment by BOCES, at least a portion of one meeting of the Board will be devoted to an evaluation of the District Superintendent's performance and his working relationship with the Board and BOCES. Such portion of said meeting shall be conducted in executive session. The criteria to be utilized in

evaluating the District Superintendent's performance will be cooperatively developed with the Board making the final determination. The criteria shall be reduced to writing in a form mutually agreed upon by the Board and the District Superintendent and which form (but not the evaluation itself which shall remain confidential) shall be filed with the Board Clerk on or before September 10 of each year. The District Superintendent shall be provided with a copy of the written evaluation at least 10 days prior to the executive session of the Board scheduled to discuss the evaluation. The Board agrees that prior to August 31 annually, the District Superintendent and the Board will cooperatively develop specific performance goals that the Board wishes the District Superintendent to meet.

12. **Board Referral:** The Board and the individual members thereof shall promptly and discreetly refer to the District Superintendent any and all criticisms, complaints, suggestions, communications or comments regarding the administration of BOCES or the District Superintendent's performance of duties which the Board deems to be of a substantive nature.

13. **Certification:** The District Superintendent shall possess and maintain a valid certificate to act as a District Superintendent in the State of New York during the term of his employment by BOCES.

14. **Residency:** The District Superintendent shall maintain a legal residence within the State of New York during the term of his employment as District Superintendent.

15. **Medical Examination:** The District Superintendent shall have, on an annual basis, a medical examination from his examining physician certifying his competency to perform the essential functions of his position, and shall file a written statement with the Board Clerk from his examining physician certifying his competency to perform his duties. Any medical reports received by the Board pursuant to this paragraph will be maintained as confidential by the Board. Nothing herein is intended to limit or otherwise modify the authority of the Board

under §913 of the Education Law. BOCES will reimburse any out-of-pocket expense incurred by the District Superintendent with respect to the medical examinations required by this provision not reimbursed by medical insurance.

16. **Indemnification**: Pursuant to the applicable provisions of the Education Law and the Public Officers Law, the Board agrees to provide legal counsel and to indemnify the District Superintendent against all uninsured financial loss arising out of any claim, demand, lawsuit or judgment by reason of alleged negligence or other conduct resulting in bodily injury or other injury to any person, or damage to the property of any person, committed while the District Superintendent is acting within the scope of his employment or under the direction of the Board, provided that the District Superintendent furnished written notice of any and all claims to the Board Clerk within five (5) days of the receipt of such claims. BOCES agrees that the District Superintendent shall be covered as an insured under BOCES' errors and omissions policy.

17. **Termination of Agreement**: a) The employment relationship between BOCES and the District Superintendent shall be continuous unless severed by mutual agreement, resignation or retirement with sixty (60) days' advance notice, removal from office in accordance with §2212 of the Education Law, termination following a leave for disability (per paragraph 6), or as otherwise provided herein.

b) Throughout the term of this Agreement, the District Superintendent shall be subject to discharge for good and just cause. The District Superintendent shall have the right to service of written charges, at least thirty (30) days' notice of hearing, and a fair hearing to be conducted by a hearing officer selected by the Board. During the course of such proceedings, the District Superintendent shall be entitled to legal counsel of his choosing at his own expense. During the pendency of the charges, the District Superintendent may be suspended by the Board from the

performance of his duties, provided that he shall continue to receive full pay and benefits until the proceedings are completed and the Superintendent is terminated pursuant thereto, or until the termination date of this Agreement whichever occurs first. The decision of the hearing officer shall contain express findings of guilt or innocence on each of the charges and/or specifications thereto. The decision of the hearing officer shall constitute a recommendation to the Board, whose decision shall be based solely upon the record of the proceedings before the hearing officer.

18. **Distinguished Educator**: Consistent with and pursuant to Education Law §211-B(5), the District Superintendent shall cooperate fully with any distinguished educator appointed by the Commissioner of Education.

19. **Modification**: BOCES and the District Superintendent from time to time, upon their mutual consent, may revise or otherwise amend this Agreement subject to the limitation that BOCES shall not provide to the District Superintendent compensation or benefits in excess of the maximum authorized by law.

The District Superintendent and BOCES have negotiated the provisions of this Agreement in good faith and in the belief that it conforms to the letter and spirit of the Education Law and the regulations promulgated by the State Civil Service Commission applicable to Management/Confidential employees of the State, as those regulations are incorporated into the Education Law. A copy of this Agreement shall be filed with the Office of the Commissioner of Education within five (5) days of its execution. In the event the Commissioner of Education, in the Commissioner's initial or subsequent review, disapproves any of the provisions of this Agreement, the parties agree to meet to bring the Agreement into compliance with the law and regulations, as determined by the Commissioner of Education. In the event that the provisions of law and implementing regulations relating to the benefits provided under this Agreement are

modified subsequently to the date of this Agreement, BOCES and the District Superintendent agree to reopen and renegotiate this Agreement's provisions relating to such benefits.

20. **Severability**: The invalidity or unenforceability or any provision of this Agreement shall in no way affect the validity or enforceability of any other provision of this Agreement.

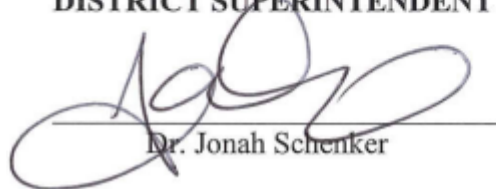
21. **Applicable Law**: It is expressly understood and agreed that the terms and conditions of this Agreement are in every respect subject to all applicable laws and regulations of the State of New York, including but not limited to the Education Law and Civil Service Law, which may be in effect from time to time during the term of this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date set forth in the first paragraph hereof.

**BOARD OF COOPERATIVE EDUCATIONAL
SERVICES FOR THE SOLE SUPERVISORY
DISTRICT OF ULSTER COUNTY**

By: 
Barbara Carroll, Board President

DISTRICT SUPERINTENDENT


Dr. Jonah Schenker