

SALARY AND BENEFITS AGREEMENT

AGREEMENT made this 1st day of July, 2024, by and between the **BOARD OF EDUCATION of the ELWOOD UNION FREE SCHOOL DISTRICT** (hereinafter referred to as the "Board" or the "District") with offices for the transaction of business located at 100 Kenneth Avenue, Greenlawn, New York 11740 and **AIMEE DEROCHER** (hereinafter referred to as the "Employee") residing at:

WHEREAS, the Board has been advised that it is legally permissible for the Board to contractually obligate itself to provide the terms and conditions of employment herein more particularly described; and

WHEREAS, both parties acknowledge that the Employee was duly appointed to the position of Confidential Principal Office Assistant July 1, 2018; and subsequently reclassified to Administrative Assistant effective August 10, 2022; and

WHEREAS, the employment status of the Employee as Confidential Administrative Assistant and the termination of her employment are subject solely to the procedures set forth in various provisions of the Civil Service Law and nothing herein shall be deemed to have modified the foregoing in any respect; and

WHEREAS, this Agreement shall supersede and replace any prior agreement between the parties governing the terms and conditions of employment of the Employee.

NOW, THEREFORE, based upon the mutual covenants and understanding between the Employee and the Board, it is understood and agreed:

I. SCOPE OF EMPLOYMENT: The Employee shall be employed as a Confidential Administrative Assistant in accordance with the terms and conditions of the within Agreement. The Employee shall perform all services and duties expressly imposed upon her by the Laws of the State of New York as well as all other services and duties usually performed by one holding the Employee's position, and such additional services and duties as shall, from time-to-time, be required by the Superintendent of Schools or his/her designee.

II. WAGES:

- a. Salary. Effective July 1, 2024, the Employee's annual salary for the 2024-2025 school year shall be \$73,117, which is Step 13 of the salary schedule annexed hereto as Appendix "A".
 - i. Effective July 1, 2025, the salary schedule annexed hereto as Appendix "A" shall be increased by a cost-of-living adjustment equal to the increase in the CPI-U, AU Urban Consumers for New York-Northern New Jersey-Long Island from the previous 12-month period. Said increase shall not be less than one percent (1%) or more than two percent (2%).
 - ii. Effective July 1, 2026, the salary schedule for the 2025-2026 school year shall

be increased by a cost-of-living adjustment equal to the increase in the CPI-U, AU Urban Consumers for New York-Northern New Jersey-Long Island from the previous 12-month period. Said increase shall not be less than one percent (1%) or more than two percent (2%).

- iii. It is understood that the salary paid to the Employee in any year pursuant to this Agreement shall not be reduced from the salary paid the Employee in any prior year, unless agreed to in writing by both the Employee and the Board.
- b. Longevity. Following the first ten (10) years of service, the Employee shall receive an additional \$1,300 per year as longevity pay. Following the first fifteen (15) years of service, the Employee shall receive an additional \$975 per year as longevity pay. Following the first twenty (20) years of service, the Employee shall receive an additional \$1,075 per year as longevity pay. Cumulative additional pay after twenty (20) years of service will thus be \$3,350.
- c. Confidential Differential. The Employee shall receive a differential for holding a position designated as confidential of \$5,000 per year for the first seven (7) years of service to the District. At the start of the eighth (8th) year of service to the District, the Employee shall receive an additional \$2,500 per year as differential pay. At the start of the sixteenth (16th) year of service to the District, the Employee shall receive an additional \$2,500 per year as differential pay. At the start of the twenty-first (21st) year of service to the District, the Employee shall receive an additional \$2,500 per year as differential pay. Cumulative additional pay at the start of the twenty-first (21st) year of service will thus be \$12,500.
- d. Wage Increases. Any increase in the salary (and/or other forms of compensation or modification of the benefits) of the Employee shall be in writing in the form of an amendment to this Agreement. Notwithstanding the above, any salary (or benefits) increase awarded to the Employee shall not be considered to be a new agreement between the District and the Employee.
- e. Payments. Wage payments due in accordance with Article II of this Agreement shall be electronically directly deposited into a bank account of Employee's choice in accordance with the District's regular payroll practices and subject to applicable withholding amounts.

III. BENEFITS:

- a. Medical Insurance. The District agrees to provide health insurance to the Employee under the New York State Health Insurance Plan ("NYSHIP") in accordance with the provisions of such plan on an individual or family basis, subject to the regulations and conditions established by the insurance carrier. The employee shall contribute twenty-one percent (21%) of the annual premiums for the Employee's participation in the District's individual or family medical insurance/health program.

- b. Medical Insurance Waiver. The Employee may elect to waive participation in NYSHIP coverage provided by the District in exchange for a cash payment during each calendar year if permissible by the rules and regulations set forth by NYSHIP. The amount is \$1,500 for waiver of applicable Individual coverage or \$3,000 for waiver of applicable Family coverage.
- c. Medical Insurance Upon Retirement. Upon service retirement under the rules defining service retirement in the New York State Employees' Retirement System, with a minimum of 10 years of Elwood service, the District will pay the cost of 75% (family) or 85% (individual) of the insurance plan as referenced in paragraph III(a) above.
- d. Tax-Sheltered Annuity. The District shall make a Tax-Sheltered Annuity Plan available to Employee, with the Employee responsible for all plan contributions.
- e. Dental Insurance. During the term of the Employee's employment hereunder, the District shall pay 100% of the premium payment for the Employee's participation in the District's dental insurance program for individual or family coverage.
- f. Disability Insurance. During the term of the Employee's employment hereunder, the District shall pay 100% of the premium payment for the Employee's participation in the disability insurance plan in effect. Coverage will take effect at the expiration of unused sick leave or ninety calendar days from the onset of the condition, whichever period is longer. Should unused sick, personal and vacation leave be insufficient to provide full salary for the 90-calendar day waiting period, the district will continue Employee on payroll at 66 $\frac{2}{3}$ % of salary from the expiration of all sick, personal and vacation leave until the 90-day waiting period is satisfied. In no event will such extended 66 $\frac{2}{3}$ % payments to Employee continue beyond 90 calendar days from the onset of the absence period, regardless of the status of any pending application for long-term disability.
- g. Life Insurance. During the term of the Employee's employment hereunder, the District shall pay 100% of the premium payment for a term life insurance policy, insuring the life of the Employee in an amount equal to one hundred (100%) percent of annual salary rounded to the next highest \$500.00. The insurance plan shall also provide Employee with the opportunity to purchase additional insurance up to the face amount of \$10,000, at no cost to the District.
- h. Excess Major Medical. During the term of the Employee's employment hereunder, the District shall pay 50% of the premium payment for the Employee's participation in an excess major medical program for as long as the District provides such coverage. The District shall also assume 50% of the cost of the existing wrap-around policy for retirees.
- i. Sick Leave: The Employee shall be granted thirteen (13) sick days per year with an unlimited accumulation of unused sick days. Sick days shall be pro-rated in the

final year of employment.

- j. Vacation. The Employee shall be granted twenty (20) vacation days per year. Vacation days shall require the prior approval of the Superintendent of Schools. A maximum of five (5) days of unused vacation time shall be paid to the Employee at the then current per diem rate of pay at the end of the fiscal year in which it was available for use, with the per diem rate based on 1/260th of the Employee's salary. The Employee shall be entitled to one (1) "flex" vacation day per school year. The flex vacation day can only be utilized when school is not in session and is to be scheduled at the discretion of the Employee's supervisor.
- k. Personal Leave.
 - i. The Employee shall be granted three (3) personal leave days per year. Personal leave days require the prior approval of the Superintendent of Schools.
 - ii. Personal business leave requested for a day immediately before or after a recess period (Christmas, Winter, and Spring), or the Thanksgiving break shall be for the purpose of conducting personal business which cannot be accomplished on any other day. A reason must be given. The request will not be unreasonably denied. No reason need be given for personal business day requests for other times.
 - iii. Any unused personal business days will be accumulated as sick days.
- l. Jury Duty. Upon written notification and appropriate verification to the District, absence for jury duty shall be granted. Compensation received for jury duty, with the exception of travel and expenses reimbursement, if any, shall be refunded to the District.
- m. Bereavement Leave. A maximum of five (5) days of leave shall be granted by reason of a death in the immediate family. "Immediate family" is defined as spouse, children, mother, father, brother, sister, grandfather, grandmother, father-in-law, mother-in-law, grandchildren, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and other members of the household of which the employee is a part.
- n. Retirement. Eligibility for participation in the New York State Employees' Retirement System ("NYSERS") plan. Upon service retirement under the rules defining service retirement in the NYSERS, and with a minimum of ten (10) years of Elwood service, the Employee will be eligible for payment of unused sick leave based upon one (1) day's credit for each three (3) days of accumulated leave.

Upon ordinary service retirement and having served at least ten (10) years in the Elwood School District, the employee shall be paid an incentive of \$850 for years one (1) to fifteen (15) and \$1,000 for years sixteen (16) through twenty (20).

IV. WORK YEAR & WORKDAY:

- a. The Employee's work year is twelve (12) months. The Employee shall normally work thirty-five (35) hours per week, five (5) days per week and seven (7) hours per day, which shall be exclusive of one (1) hour per day for lunch.
- b. If the Employee has been authorized by the Superintendent or his/her designee for overtime, it shall be paid at the rate of time and one half when the Employee has worked in excess of thirty-five (35) hours in any week.
- c. The Employee's hours of work during the summer (July 1st through August 31st), Superintendent's Conference Days, and recess periods will be at the discretion of the Superintendent of Schools as follows, either: (1) 8:00 am to 4:00 pm with one (1) unpaid lunch hour per day or (2) 8:00 am to 2:30 pm with a forty-five (45) minute unpaid lunch per day.
- d. The Employee is entitled to a minimum of nineteen (19) holidays with pay per year. The nineteen (19) specific holidays shall consist of all Federal and State holidays plus any additional days to be defined by the District before the start of each fiscal year.
- e. The Employee will not be required to report to work on days when school has been closed due to inclement weather. If schools are required to close early due to emergency conditions, Employee will be dismissed at the discretion of the Superintendent. If the Employee is required to remain on premises for special duty longer than the other employees, she will receive compensatory time equal to the additional time worked. In the event that school is closed because of unused snow days, Employee will not be required to work.
- f. The Employee shall not be required to work during the District recess periods; to wit the Christmas, February, and Spring recess with the exception that the Employee shall work four (4) days over one of the holiday weeks as required by the Superintendent of Schools.

V. MISCELLANEOUS:

- a. The District may pay the cost of attendance of the Employee at conferences, as approved by the District. When the District determines that the Employee requires additional training, the District shall pay all costs of said training, and the District will provide release for the training. This includes computer training.
- b. Upon thirty (30) days' notice, the District will grant an unpaid Family Care leave (including mother, father, spouse, children) of one (1) year during which period the Employee may purchase their own insurance coverage at the District rate, if the District carrier approves.
- c. If the Employee is requested to use her personal car in the performance of her

duties, she will be reimbursed for mileage at the Internal Revenue Service standard mileage rate.

VI. VANDALISM: Reasonable and legitimate claims made by Employee for damage to personal property will be reimbursed.

VI. WRITTEN AGREEMENT: This Agreement shall continue in full force and effect during the term of employment of the Employee unless otherwise modified or extended in accordance with the provisions of this Agreement, or by an agreement in writing between the parties.

IX. SEVERABILITY: If any provision of this Agreement is determined to be contrary to law, it is understood and agreed that such provision shall be deemed deleted and the balance of the Agreement without such deleted provision, if otherwise lawful, shall remain in full force and effect.

X. GOVERNING LAW: This Agreement shall be governed by the laws of the State of New York, with venue for any claim in Suffolk County.

XI. ENTIRE AGREEMENT: This Agreement constitutes the full and complete agreement between the Board and the Employee and may not be altered, changed, added to, deleted from, or modified except through the mutual written consent of the parties.

**ELWOOD UNION FREE SCHOOL
DISTRICT**

EMPLOYEE



James Tomeo
President, Board of Education



Aimee DeRocher

APPENDIX "A"

Step	Salary
1	\$54,195
2	\$56,361
3	\$57,575
4	\$58,701
5	\$60,873
6	\$62,261
7	\$63,728
8	\$65,136
9	\$66,679
10	\$68,155
11	\$70,541
12	\$71,102
13	\$73,117