

## **AMENDMENT TO THE SUPERINTENDENT'S CONTRACT**

**AGREEMENT**, made this 23rd day of April, 2013 by and between **THE BOARD OF EDUCATION OF THE VALHALLA UNION FREE SCHOOL DISTRICT**, with offices at 316 Columbus Avenue, Valhalla, New York 10595, hereinafter referred to as "The Board", and **DR. BRENDA W. MYERS**, residing at 8 Moseman Road, Yorktown Heights, New York 10598, hereinafter referred to as "The Superintendent,"

**WHEREAS**, the parties entered into an Employment Agreement dated June 5, 2012; and

**WHEREAS**, said Employment Agreement contains provisions for annual compensation, benefits and other terms and conditions of employment for the Superintendent; and

**WHEREAS**, the Board and Superintendent have conferred and agreed to amend the Employment Agreement and further, the Board, at its meeting held on April 23, 2013 approved such amendment as noted herein and this Amended Agreement; and

**NOW, THEREFORE**, the parties hereby amend the Superintendent's Employment Agreement as follows:

NOW, it is hereby agreed that:

1. **Vacation**: Provision 9(A)(1) shall be amended to provide that as of June 30, 2013 and each year thereafter, a maximum of four (4) unused vacation days may be cashed in at the rate of 1/240<sup>th</sup> of the Superintendent's then current salary;
2. The foregoing amendments shall become effective upon execution of this Amended Agreement and shall continue in effect thereafter through the term of the Agreement, unless subsequently modified by the parties in writing;
3. Any previous amendments not specifically addressed herein shall remain in full force and effect;

4. A copy of this amendment as executed by the parties shall be affixed to the Employment Agreement.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals the day and year first above set forth.

Agreed to this 23rd day of April, 2013.

**BOARD OF EDUCATION OF THE  
VALHALLA UNION FREE SCHOOL  
DISTRICT**

**BY:** \_\_\_\_\_  
**BOARD PRESIDENT**

**SUPERINTENDENT OF SCHOOLS**

\_\_\_\_\_  
**BRENDA W. MYERS**

## **Valhalla Union Free School District School Business Official's Agreement**

BY AND BETWEEN THE BOARD OF EDUCATION AND SUPERINTENDENT OF SCHOOLS OF THE VALHALLA UNION FREE SCHOOL DISTRICT, with offices at Valhalla, New York, hereinafter referred to as the "District", and Christina Howe, residing at Red Hook, New York, hereinafter referred to as the "School Business Official";

The District and the School Business Official acknowledge that this Agreement, which provides for the terms and conditions of employment of the School Business Official, is of a non-durational nature and shall continue during the time of the employment of the School Business Official in the District and until the time of her retirement, resignation or termination from the School District.

1. Effective July 1, 2013, the District shall pay to the School Business Official a gross annual salary of one hundred and eighty three thousand six hundred and twenty dollars (\$183,620.00) for her services in such capacity.

Thereafter, an annual salary review shall be conducted by the Board of Education, provided, however, that the School Business Official's salary shall not be reduced from the previous year's amount upon such annual review.

2. The Superintendent shall conduct an annual written performance review of the School Business Official, which review shall be completed prior to January 1st of each school year. Upon completion of said review, it shall become part of the School Business Official's permanent personnel file. The Superintendent agrees to notify the School Business Official by no later than December 31, 2012 whether she intends to recommend the School Business Official for tenure at the end of her three-year probationary term.

3. The School Business Official shall be entitled to twenty (20) vacation days per school year. All vacation days are subject to the prior approval of the Superintendent. The School Business Official, at her option, may buy-back up to four (4) unused vacation days

annually, at the end of June, provided that she provides notice of the exercise of such option to the Superintendent by April 1<sup>st</sup> of each year.

4. The School Business Official shall be entitled to twenty (20) paid sick leave days each full school year of employment. Up to five (5) of such days may be used for family illness. The School Business Official shall be entitled to accumulate sick leave days to a maximum of two hundred and fifty (250) days.

5. The School Business Official shall be entitled to five (5) paid personal leave days each full school year of employment.

6. The School Business Official shall be entitled to five (5) paid bereavement days per school year for death in the employee's immediate family, defined as spouse, child, sibling, parent, mother-in-law, father-in-law, grandparent. Additional bereavement leave may be granted to the School Business Official at the discretion of the Superintendent.

7. The School Business Official shall be entitled to the following paid holidays:

Independence Day	
Labor Day	Christmas Eve Day
Rosh Hashanah	Christmas Day
Yom Kippur	Day after Christmas
Columbus Day	Day Before New Year's Day
Veteran's Day	New Year's Day
Thanksgiving Day	Martin Luther King's Birthday
Day After Thanksgiving Day	Lincoln's Birthday
Good Friday	Washington's Birthday
	Memorial Day

The School Business Official will have two floating holidays to be used when school is not in session. The School Business Official shall be expected to work during scheduled recess periods, unless vacation days are approved by the Superintendent during such recess periods.

8. The School Business Official shall be entitled to health insurance during the term of her full-time employment with the District, with the District contributing 85% of individual insurance premium costs or 85% of family insurance premium costs in the Empire Plan, NYSHIP. The School Business Official shall be entitled to Benefit Trust Fund as is currently provided to other professional employees of the District.

9. Upon retirement from the district for the purpose of receiving benefits from the New York State Teacher's Retirement System, the School Business Official shall be entitled to health insurance in retirement with the District contributing the same percentage for the health insurance premium as the percentage paid during the last active year of service for individual or family after ten (10) years of employment in the district.

10. The School Business Official may pay for and have deducted from her salary, contributions to a tax-sheltered annuity as per the attached list. The tax-sheltered annuity deduction amount shall be at the sole discretion of the School Business Official, in accordance with law. In addition, the District shall make a non-elective employer contribution in the sum of four thousand dollars (\$4,000) during each year of this Agreement for the purpose of investment in an annuity program of the School Business Officials choice.

12. The District shall pay the cost of the School Business Official's membership in up to two (2) appropriate professional associations of the School Business Official's choice.

13. The School Business Official shall be compensated for travel on District business using a personal vehicle at the I.R.S. mileage rate.

14. All terms of this Agreement related to the School Business Official's employment shall continue until her retirement or separation from the District for any other reason. The School Business Official is a member of and covered by the New York State Teachers Retirement System.

15. The School Business Official represents that she will throughout the term of her

employment with the District, hold a valid certificate to act as a School Business Official in the State of New York, and that proof of said certification shall be furnished to the Clerk upon request. It is expressly understood that failure to hold and maintain such certification shall be cause for the immediate termination of the employment of the School Business Official.

SO AGREED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ SCHOOL DISTRICT

BY: \_\_\_\_\_  
PRESIDENT, BOARD OF EDUCATION

BY: \_\_\_\_\_  
SUPERINTENDENT OF SCHOOLS

BY: \_\_\_\_\_  
THE SCHOOL BUSINESS OFFICIAL

**AGREEMENT BY AND BETWEEN  
THE VALHALLA UFSD BOARD OF EDUCATION AND  
SUPERINTENDENT OF BUILDINGS AND GROUNDS, PETER A. KELLY**

1. The purpose of this agreement is to fix the terms and conditions of employment for the Superintendent of Buildings and Grounds for the period from July 1, 2013 through June 30, 2014.
2. Salary - The Superintendent of Buildings and Grounds (Employee) is appointed annually by the Board of Education. The Employee's salary shall be \$110,584 annually. The Employee shall be paid every other Friday.
3. Work Year - The work year is 12 months, July 1 through June 30.
4. Sick Leave – 15 days per full school year. Sick days for illness may be accumulated to a maximum of 200 days.

Sick Bank – The Employee is eligible to participate in the Sick Bank in accordance with the provisions of Article VI(G) of the collectively negotiated agreement between the District and the Valhalla Teachers' Association School Related Professionals' Chapter (Valhalla SRP Contract).

5. Vacation - Shall be granted according to the following schedule per full school year:

1st year of service	15 days
After 2 years of service inclusive	16 days per year
After 3 years of service inclusive	17 days per year
After 4 years of service inclusive	18 days per year
After 5 years of service inclusive	19 days per year
After 6 and subsequent years of service	20 days per year

Vacation days may be used upon prior approval of the Superintendent of Schools. The Employee will be able to sell back to the District up to a maximum of four (4) vacation days with the approval of the Superintendent. The request must be made in writing to the Business Administrator by April 1<sup>st</sup> and the check will be issued by June 30<sup>th</sup>.

6. Holidays - shall be in accordance with the provision in the Valhalla SRP Contract. The employee may need to work on a district holiday for required school business but an additional vacation day will be credited.
7. Personal Leave - Up to five days per year. These days may not be used on a Friday and/or Monday and cannot be used to extend a vacation or recess period. Unused personal leave will be added to accumulated sick leave.

8. Bereavement Leave - Three days with pay, exclusive of all other leave, upon the death of the employee's sibling, parent, legal guardian, domestic partner, grandchild, grandparent and the parent or sibling of a spouse, and brother/sister-in-law of the employee. Five days leave with pay, exclusive of all other leave, upon the death of the employee's spouse or child.
9. Jury Duty - Upon proof of the necessity of jury service or attending court pursuant to subpoena or other court order, leave may be granted with pay less reimbursement of the payment for jury service.
10. Travel Related Expenses – The Employee may attend conferences and conventions upon the prior approval of the Superintendent. The District may reimburse expenses related to attendance at such conferences and conventions in an amount not to exceed the following, upon the Employee's submission of itemized receipts:
  - A. Conference registration
  - B. Food allowance, up to \$60 per day plus 15% gratuities
  - C. Room to a maximum of \$150
  - D. Mileage reimbursement at the maximum IRS rate and road tolls.

Employees who use their own cars on approved official business will be reimbursed at the rate of the maximum IRS allowance per mile for travel if prior approval is received from the Superintendent and if such claims have been submitted.

11. The Employee may participate in the tax sheltered annuity program provided by the School District, at no cost to the School District.
12. Health Benefits:
  - A. Health Insurance

The Employee shall contribute 15% of the monthly cost of the New York State Employees Health Insurance Program (Empire Plan) and the School District shall contribute 85% of the monthly cost. The Employee may participate in the tax deductible salary reduction plan, if any.
  - B. Benefit Trust Fund

The School District will contribute the same per capita amount for the Employee as for bargaining unit members in the Valhalla SRP unit, with one-half of the payments made by July 15 and one-half made by January 1.
  - C. Health Insurance in Retirement



Upon the Employee's retirement from the Valhalla Union Free School District for the purpose of receiving retirement benefits from the New York State Employees Retirement System, after completing at least ten (10) years of employment in the District, the Employee shall be entitled to individual or family health insurance coverage in the District's Plan, at the Employee's option, with the District contributing 70% of the premium cost of the Plan for the remainder of his life.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Brenda Myers, Superintendent of Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Peter A. Kelly, Superintendent of  
Buildings and Grounds

**AGREEMENT BY AND BETWEEN  
THE VALHALLA UFSD BOARD OF EDUCATION AND  
SCHOOL DISTRICT SECRETARY TO THE SUPERINTENDENT, DAWN WAYLONIS**

3. The purpose of this agreement is to fix the terms and conditions of employment for the School District Secretary to the Superintendent for the period from July 1, 2013 through June 30, 2014.
4. Salary - The Secretary to the Superintendent (Employee) is appointed annually by the Board of Education. The Employee's salary for 2013-2014 shall be \$80,656. The Employee shall be paid every other Friday.
3. Work Year - The work year is 12 months, July 1 through June 30.
4. Work Day/Summer Hours – The work day shall be 7 hours, from 8 AM to 4 PM. Additional hours are required for Board of Education meetings, Superintendent's business and/or financial requirements on an as needed basis not to exceed five hours per month. During the summer recess, commencing on the Monday immediately following the close of the school year, and when no faculty members and/or students are in attendance, and during interim vacation/recess periods, the Employee will report to work from 8:30 AM to 3:00 PM and will work 6 days from 9:00 AM to 3:30 PM based on a pre-arranged schedule.
5. Sick Leave – 15 days per full school year, earned as follows: Work full month of July – 1 day; work full month of August – 1 day; work full month of September – 3 days; work full month of October – 2 days; work full months November – June inclusive – 8 days. Sick days for illness may be accumulated to a maximum of 200 days.

If the employee uses less than five (5) sick days in a year she may cash in up to ten(10) days of unused sick time at the rate of one-half (1/2) of their then year's daily rate. Such cashed in sick days will be deducted from the employee's sick leave accrual. Employees must have a minimum of thirty (30) accrued sick days in order to cash out any unused sick time.

Sick Bank – The Employee is eligible to participate in the Sick Bank in accordance with the provisions of Article VI(G) of the collectively negotiated agreement between the District and the Valhalla Teachers' Association School Related Professionals' Chapter (Valhalla SRP Contract).

13. Vacation - Shall be granted according to the following schedule:

1st year of service	Can borrow up to three days of vacation from next year's earnings
2-6 years of service inclusive	10 days per year
7-10 years of service inclusive	17 days per year
11 and subsequent years of service	20 days per year

Vacation days may be used upon prior approval of the Superintendent of Schools. The Employee will be able to sell back to the District up to a maximum of five vacation days with the approval of the Superintendent. The request must be made in writing to the Business Administrator by April 1<sup>st</sup> and the check will be issued by June 30<sup>th</sup>.

14. Holidays - shall be in accordance with the provision in the Valhalla SRP Contract. The employee may need to work on a district holiday for required school business but an additional vacation day will be credited.
15. Personal Leave - Up to five days per year. These days may not be used on a Friday and/or Monday and cannot be used to extend a vacation or recess period. Unused personal leave will be added to accumulated sick leave.
16. Longevity – Longevity payments are not cumulative and are in addition to the Employee’s base salary:

10 Years	\$ 1,050.00
15 Years	\$ 1,800.00
20 Years	\$ 2,300.00
25 Years	\$ 2,800.00
30 Years	\$ 3,300.00

17. Bereavement Leave - Three days with pay, exclusive of all other leave, upon the death of the employee’s sibling, parent, legal guardian, domestic partner, grandchild, grandparent and the parent or sibling of a spouse, and brother/sister-in-law of the employee. Five days leave with pay, exclusive of all other leave, upon the death of the employee’s spouse or child.
18. Jury Duty - Upon proof of the necessity of jury service or attending court pursuant to subpoena or other court order, leave may be granted with pay less reimbursement of the payment for jury service.
19. Other Leaves – Other leaves and inclement weather days will be provided in accordance with the Valhalla SRP Contract.
20. Compensation for Training – The Employee will be compensated at her normal rate of pay for job-related training beyond the normal work day. Such training shall be pre-approved by the Superintendent. The District will pay the cost of the pre-approved training. Compensation for training and credit hours will follow the SRP contract.
21. The employee will be reimbursed for the costs related to reimbursement for Notary license and stamps.
22. Travel Related Expenses – The Employee may attend conferences and conventions upon the prior approval of the Superintendent. The District may reimburse expenses related to

attendance at such conferences and conventions in an amount not to exceed the following, upon the Employee's submission of itemized receipts:

- E. Conference registration
- F. Food allowance, up to \$60 per day plus 15% gratuities
- G. Room to a maximum of \$150
- H. Mileage reimbursement at the maximum IRS rate and road tolls.

Employees who use their own cars on approved official business will be reimbursed at the rate of the maximum IRS allowance per mile for travel if prior approval is received from the Superintendent and if such claims have been submitted.

23. The Employee may participate in the tax sheltered annuity program provided by the School District, at no cost to the School District.

24. Health Benefits:

A. Health Insurance

The Employee shall contribute 10% of the monthly cost of the New York State Employees Health Insurance Program (Empire Plan) and the School District shall contribute 90% of the monthly cost. The Employee may participate in the tax deductible salary reduction plan, if any. The Employee premium deduction from the health insurance buy-out formula shall be 7%.

B. Health Insurance Buy-Out

Upon written request of the employee and subject to the approval of the Board of Education, the Employee may elect not to participate in the District's health plan. If requested and approved, the Employee shall receive 40% of the cost of the premium minus the employee contribution of 7%. The buy-out shall continue for a period of one year unless an emergency occurs during the year necessitating the Employee's re-enrollment. Upon re-enrollment, the Employee must return the monies received, if any and must meet the conditions set forth by the insurance plan for re-enrollment.

C. Benefit Trust Fund

The School District will contribute the same per capita amount for the Employee as for bargaining unit members in the Valhalla SRP unit, with one-half of the payments made by July 15 and one-half made by January 1.

D. Health Insurance in Retirement

Upon the Employee's retirement from the Valhalla Union Free School District for the purpose of receiving retirement benefits from the New York State Employees Retirement System, after completing at least five (5) years of employment in the District, the Employee shall be entitled to individual or family health insurance coverage in the District's Plan, at the Employee's option, with the District contributing 91% of the premium cost of the Plan for the remainder of her life.

25. Retirement Benefit - After having completed at least ten (10) years of full-time service as an employee of the Valhalla Union Free School District and having reached retirement age as set by the NYS Employees Retirement System, and having resigned for the purposes of retirement from the School District shall receive the following benefits:

A. An additional \$5,000 salary in the last year of employment. The Employee must submit a written retirement notice to the Board at least 120 days prior to the effective date of retirement, except for valid emergency reason in which case the Board may waive this requirement.

B. Sick Days – If the Employee has an accumulation of more than 100 days of unused sick leave days, the Employee shall receive \$5,000 upon retirement from the District; an accumulation of more than 140 unused sick leave days, \$5,500 upon retirement from the District; an accumulation of more than 160 unused sick leave days, \$6,000 upon retirement from the District; and an accumulation of more than 180 sick leave days, \$7,000 upon retirement from the District. If the Employee has accumulated 100 or fewer unused sick leave days, she will receive an amount equal to \$35.00 for each unused sick leave day at the time of retirement from the District. Compensation for sick leave at retirement will be made through a non-elective §403(b) tax sheltered annuity account, with no cash option. If the Employee dies while employed in the District, her designated beneficiary shall be paid for the Employee’s unused sick leave days as if she had retired.

C. An employee who serves more than fifteen (15) years in the Valhalla School District and elects to resign from the Valhalla School District shall be compensated for his/her sick time in the same manner as if he/she were to retire.

26. Children’s Attendance – The Employee’s children who reside with the Employee outside of the District may attend the Valhalla Schools at no cost as long as there are no required staffing increases at the time of registration. Any additional costs for increases in staffing at the time of registration and any additional direct costs while the child is enrolled in the District will be borne by the Employee.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Brenda Myers, Superintendent of Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dawn Waylonis, Secretary to the Superintendent

**AGREEMENT BY AND BETWEEN  
THE VALHALLA UFSD BOARD OF EDUCATION AND  
School District Clerk, Rosa Abbondola**

5. The purpose of this agreement is to fix the terms and conditions of employment for the School District Clerk for the period from July 1, 2013 through June 30, 2014.
6. Salary - The School District Clerk (Employee) is appointed annually by the Board of Education. The Employee's salary for 2013-2014 shall be \$55,929. The Employee shall be paid every other Friday.
3. Work Year - The work year is 12 months, July 1 through June 30.
4. Work Day/Summer Hours – The work day shall be 7 hours, from 8 AM to 4 PM. Additional hours are required for Board of Education meetings, Superintendent's business and/or financial requirements on an as needed basis not to exceed five hours per month. During the summer recess, commencing on the Monday immediately following the close of the school year, and when no faculty members and/or students are in attendance, and during interim vacation/recess periods, the Employee will report to work from 8:30 AM to 3:00 PM and will work 6 days from 9:00 AM to 3:30 PM based on a pre-arranged schedule.
5. Sick Leave – 15 days per full school year, earned as follows: Work full month of July – 1 day; work full month of August – 1 day; work full month of September – 3 days; work full month of October – 2 days; work full months November – June inclusive – 8 days. Sick days for illness may be accumulated to a maximum of 200 days.

If the employee uses less than five (5) sick days in a year she may cash in up to ten(10) days of unused sick time at the rate of one-half (1/2) of their then year's daily rate. Such cashed in sick days will be deducted from the employee's sick leave accrual. Employees must have a minimum of thirty (30) accrued sick days in order to cash out any unused sick time.

Sick Bank – The Employee is eligible to participate in the Sick Bank in accordance with the provisions of Article VI(G) of the collectively negotiated agreement between the District and the Valhalla Teachers' Association School Related Professionals' Chapter (Valhalla SRP Contract).

27. Vacation - Shall be granted according to the following schedule:

1st year of service	Can borrow up to three days of vacation from next year's earnings
2-6 years of service inclusive	10 days per year
7-10 years of service inclusive	17 days per year
11 and subsequent years of service	20 days per year

Vacation days may be used upon prior approval of the Superintendent of Schools. The Employee will be able to sell back to the District up to a maximum of five vacation days with the approval of the Superintendent. The request must be made in writing to the Business Administrator by April 1<sup>st</sup> and the check will be issued by June 30<sup>th</sup>.

28. Holidays - shall be in accordance with the provision in the Valhalla SRP Contract. The employee may need to work on a district holiday for required school business but an additional vacation day will be credited.
29. Personal Leave - Up to five days per year. These days may not be used on a Friday and/or Monday and cannot be used to extend a vacation or recess period. Unused personal leave will be added to accumulated sick leave.
30. Longevity – Longevity payments are not cumulative and are in addition to the Employee’s base salary:

10 Years	\$ 1,050.00
15 Years	\$ 1,800.00
20 Years	\$ 2,300.00
25 Years	\$ 2,800.00
30 Years	\$ 3,300.00

31. Bereavement Leave - Three days with pay, exclusive of all other leave, upon the death of the employee’s sibling, parent, legal guardian, domestic partner, grandchild, grandparent and the parent or sibling of a spouse, and brother/sister-in-law of the employee. Five days leave with pay, exclusive of all other leave, upon the death of the employee’s spouse or child.
32. Jury Duty - Upon proof of the necessity of jury service or attending court pursuant to subpoena or other court order, leave may be granted with pay less reimbursement of the payment for jury service.
33. Other Leaves – Other leaves and inclement weather days will be provided in accordance with the Valhalla SRP Contract.
34. Compensation for Training – The Employee will be compensated at her normal rate of pay for job-related training beyond the normal work day. Such training shall be pre-approved by the Superintendent. The District will pay the cost of the pre-approved training. Compensation for training and credit hours will follow the SRP contract.
35. The employee will be reimbursed for the costs related to reimbursement for Notary license and stamps.
36. Travel Related Expenses – The Employee may attend conferences and conventions upon the prior approval of the Superintendent. The District may reimburse expenses related to

attendance at such conferences and conventions in an amount not to exceed the following, upon the Employee's submission of itemized receipts:

- I. Conference registration
- J. Food allowance, up to \$60 per day plus 15% gratuities
- K. Room to a maximum of \$150
- L. Mileage reimbursement at the maximum IRS rate and road tolls.

Employees who use their own cars on approved official business will be reimbursed at the rate of the maximum IRS allowance per mile for travel if prior approval is received from the Superintendent and if such claims have been submitted.

37. The Employee may participate in the tax sheltered annuity program provided by the School District, at no cost to the School District.

38. Health Benefits:

A. Health Insurance

The Employee shall contribute 10% of the monthly cost of the New York State Employees Health Insurance Program (Empire Plan) and the School District shall contribute 90% of the monthly cost. The Employee may participate in the tax deductible salary reduction plan, if any. The Employee premium deduction from the health insurance buy-out formula shall be 7%.

B. Health Insurance Buy-Out

Upon written request of the employee and subject to the approval of the Board of Education, the Employee may elect not to participate in the District's health plan. If requested and approved, the Employee shall receive 40% of the cost of the premium minus the employee contribution of 7%. The buy-out shall continue for a period of one year unless an emergency occurs during the year necessitating the Employee's re-enrollment. Upon re-enrollment, the Employee must return the monies received, if any and must meet the conditions set forth by the insurance plan for re-enrollment.

C. Benefit Trust Fund

The School District will contribute the same per capita amount for the Employee as for bargaining unit members in the Valhalla SRP unit, with one-half of the payments made by July 15 and one-half made by January 1.

D. Health Insurance in Retirement

Upon the Employee's retirement from the Valhalla Union Free School District for the purpose of receiving retirement benefits from the New York State Employees Retirement System, after completing at least five (5) years of employment in the District, the Employee shall be entitled to individual or family health insurance



coverage in the District's Plan, at the Employee's option, with the District contributing 91% of the premium cost of the Plan for the remainder of her life.

39. Retirement Benefit - After having completed at least ten (10) years of full-time service as an employee of the Valhalla Union Free School District and having reached retirement age as set by the NYS Employees Retirement System, and having resigned for the purposes of retirement from the School District shall receive the following benefits:

D. An additional \$5,000 salary in the last year of employment. The Employee must submit a written retirement notice to the Board at least 120 days prior to the effective date of retirement, except for valid emergency reason in which case the Board may waive this requirement.

E. Sick Days – If the Employee has an accumulation of more than 100 days of unused sick leave days, the Employee shall receive \$5,000 upon retirement from the District; an accumulation of more than 140 unused sick leave days, \$5,500 upon retirement from the District; an accumulation of more than 160 unused sick leave days, \$6,000 upon retirement from the District; and an accumulation of more than 180 sick leave days, \$7,000 upon retirement from the District. If the Employee has accumulated 100 or fewer unused sick leave days, she will receive an amount equal to \$35.00 for each unused sick leave day at the time of retirement from the District. Compensation for sick leave at retirement will be made through a non-elective §403(b) tax sheltered annuity account, with no cash option. If the Employee dies while employed in the District, her designated beneficiary shall be paid for the Employee's unused sick leave days as if she had retired.

F. An employee who serves more than fifteen (15) years in the Valhalla School District and elects to resign from the Valhalla School District shall be compensated for his/her sick time in the same manner as if he/she were to retire.

40. Children's Attendance – The Employee's children who reside with the Employee outside of the District may attend the Valhalla Schools at no cost as long as there are no required staffing increases at the time of registration. Any additional costs for increases in staffing at the time of registration and any additional direct costs while the child is enrolled in the District will be borne by the Employee.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Brenda Myers, Superintendent of Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rosa Abbondola, School District Clerk

**AGREEMENT BY AND BETWEEN  
THE VALHALLA UFSD BOARD OF EDUCATION AND  
SCHOOL DISTRICT TREASURER, CHARLENE ERCOLI**

7. The purpose of this agreement is to fix the terms and conditions of employment for the School District Treasurer for the period from July 1, 2013 through June 30, 2014.
8. Salary - The School District Treasurer (Employee) is appointed annually by the Board of Education. The Employee's salary for 2013-2014 shall be \$75,028. The Employee shall be paid every other Friday.
3. Work Year - The work year is 12 months, July 1 through June 30.
4. Work Day/Summer Hours – The work day shall be 7 hours, from 8 AM to 4 PM. Additional hours are required for Board of Education meetings, Superintendent's business and/or financial requirements on an as needed basis not to exceed five hours per month. During the summer recess, commencing on the Monday immediately following the close of the school year, and when no faculty members and/or students are in attendance, and during interim vacation/recess periods, the Employee will report to work from 8:30 AM to 3:00 PM and will work 6 days from 9:00 AM to 3:30 PM based on a pre-arranged schedule.
5. Sick Leave – 15 days per full school year, earned as follows: Work full month of July – 1 day; work full month of August – 1 day; work full month of September – 3 days; work full month of October – 2 days; work full months November – June inclusive – 8 days. Sick days for illness may be accumulated to a maximum of 200 days.

If the employee uses less than five (5) sick days in a year she may cash in up to ten(10) days of unused sick time at the rate of one-half (1/2) of their then year's daily rate. Such cashed in sick days will be deducted from the employee's sick leave accrual. Employees must have a minimum of thirty (30) accrued sick days in order to cash out any unused sick time.

Sick Bank – The Employee is eligible to participate in the Sick Bank in accordance with the provisions of Article VI(G) of the collectively negotiated agreement between the District and the Valhalla Teachers' Association School Related Professionals' Chapter (Valhalla SRP Contract).

41. Vacation - Shall be granted according to the following schedule:

1st year of service	Can borrow up to three days of vacation from next year's earnings
2-6 years of service inclusive	10 days per year
7-10 years of service inclusive	17 days per year
11 and subsequent years of service	20 days per year

Vacation days may be used upon prior approval of the Superintendent of Schools. The Employee will be able to sell back to the District up to a maximum of five vacation days with the approval of the Superintendent. The request must be made in writing to the Business Administrator by April 1<sup>st</sup> and the check will be issued by June 30<sup>th</sup>.

- 42. Holidays - shall be in accordance with the provision in the Valhalla SRP Contract. The employee may need to work on a district holiday for required school business but an additional vacation day will be credited.
- 43. Personal Leave - Up to five days per year. These days may not be used on a Friday and/or Monday and cannot be used to extend a vacation or recess period. Unused personal leave will be added to accumulated sick leave.
- 44. Longevity – Longevity payments are not cumulative and are in addition to the Employee’s base salary:

10 Years	\$ 1,050.00
15 Years	\$ 1,800.00
20 Years	\$ 2,300.00
25 Years	\$ 2,800.00
30 Years	\$ 3,300.00

- 45. Bereavement Leave - Three days with pay, exclusive of all other leave, upon the death of the employee’s sibling, parent, legal guardian, domestic partner, grandchild, grandparent and the parent or sibling of a spouse, and brother/sister-in-law of the employee. Five days leave with pay, exclusive of all other leave, upon the death of the employee’s spouse or child.
- 46. Jury Duty - Upon proof of the necessity of jury service or attending court pursuant to subpoena or other court order, leave may be granted with pay less reimbursement of the payment for jury service.
- 47. Other Leaves – Other leaves and inclement weather days will be provided in accordance with the Valhalla SRP Contract.
- 48. Compensation for Training – The Employee will be compensated at her normal rate of pay for job-related training beyond the normal work day. Such training shall be pre-approved by the Superintendent. The District will pay the cost of the pre-approved training. Compensation for training and credit hours will follow the SRP contract.
- 49. Travel Related Expenses – The Employee may attend conferences and conventions upon the prior approval of the Superintendent. The District may reimburse expenses related to attendance at such conferences and conventions in an amount not to exceed the following, upon the Employee’s submission of itemized receipts:

M. Conference registration

N. Food allowance, up to \$60 per day plus 15% gratuities

- O. Room to a maximum of \$150
- P. Mileage reimbursement at the maximum IRS rate and road tolls.

Employees who use their own cars on approved official business will be reimbursed at the rate of the maximum IRS allowance per mile for travel if prior approval is received from the Superintendent and if such claims have been submitted.

50. The Employee may participate in the tax sheltered annuity program provided by the School District, at no cost to the School District.

51. Health Benefits:

A. Health Insurance

The Employee shall contribute 10% of the monthly cost of the New York State Employees Health Insurance Program (Empire Plan) and the School District shall contribute 90% of the monthly cost. The Employee may participate in the tax deductible salary reduction plan, if any. The Employee premium deduction from the health insurance buy-out formula shall be 7%.

B. Health Insurance Buy-Out

Upon written request of the employee and subject to the approval of the Board of Education, the Employee may elect not to participate in the District's health plan. If requested and approved, the Employee shall receive 40% of the cost of the premium minus the employee contribution of 7%. The buy-out shall continue for a period of one year unless an emergency occurs during the year necessitating the Employee's re-enrollment. Upon re-enrollment, the Employee must return the monies received, if any and must meet the conditions set forth by the insurance plan for re-enrollment.

C. Benefit Trust Fund

The School District will contribute the same per capita amount for the Employee as for bargaining unit members in the Valhalla SRP unit, with one-half of the payments made by July 15 and one-half made by January 1.

D. Health Insurance in Retirement

Upon the Employee's retirement from the Valhalla Union Free School District for the purpose of receiving retirement benefits from the New York State Employees Retirement System, after completing at least five (5) years of employment in the District, the Employee shall be entitled to individual or family health insurance coverage in the District's Plan, at the Employee's option, with the District contributing 91% of the premium cost of the Plan for the remainder of her life.

52. Retirement Benefit - After having completed at least ten (10) years of full-time service as an employee of the Valhalla Union Free School District and having reached retirement age as set by the NYS Employees Retirement System, and having resigned for the purposes of retirement from the School District shall receive the following benefits:

- G. An additional \$5,000 salary in the last year of employment. The Employee must submit a written retirement notice to the Board at least 120 days prior to the effective date of retirement, except for valid emergency reason in which case the Board may waive this requirement.
- H. Sick Days – If the Employee has an accumulation of more than 100 days of unused sick leave days, the Employee shall receive \$5,000 upon retirement from the District; an accumulation of more than 140 unused sick leave days, \$5,500 upon retirement from the District; an accumulation of more than 160 unused sick leave days, \$6,000 upon retirement from the District; and an accumulation of more than 180 sick leave days, \$7,000 upon retirement from the District. If the Employee has accumulated 100 or fewer unused sick leave days, she will receive an amount equal to \$35.00 for each unused sick leave day at the time of retirement from the District. Compensation for sick leave at retirement will be made through a non-elective §403(b) tax sheltered annuity account, with no cash option. If the Employee dies while employed in the District, her designated beneficiary shall be paid for the Employee’s unused sick leave days as if she had retired.
- I. An employee who serves more than fifteen (15) years in the Valhalla School District and elects to resign from the Valhalla School District shall be compensated for his/her sick time in the same manner as if he/she were to retire.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Brenda Myers, Superintendent of Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Charlene Ercoli, Treasurer