

BENEFITS AGREEMENT

THIS AGREEMENT this 7th day of July, 2021, by and between the BOARD OF EDUCATION OF THE THREE VILLAGE CENTRAL SCHOOL DISTRICT (hereinafter Referred to as the "District") and INGER GERMANO (hereinafter referred to as the "Employee"), as District Clerk for the period of July 1, 2021 through June 30, 2022, is constituted as follows.

WHEREAS, the Employee and the District desire to specify the terms and conditions of the Employee's employment by the Board of Education as the District Clerk, effective July 1, 2021, through and including June 30, 2022, in a written agreement, in order to provide a basis for a complete understanding between the parties; and

WHEREAS, there are changes to the terms and conditions of the Employee's employment as set forth herein; and

WHEREAS, this Agreement is not to be construed as a contract of employment, and shall not obligate the District to employ the Employee for the term set forth herein or any specific term, but is rather, a statement of salary, fringe benefits, and terms and conditions of employment which shall apply for so long as the Employee is employed by the District during this time period; and

WHEREAS, except as otherwise set forth herein, the District Clerk shall receive those benefits for which she is eligible, delineated in the current collective bargaining agreement with the Three Village Clerical Unit. In the event that the aforementioned benefits contained in the Three Village Clerical Unit's collective bargaining agreement are increased, added to, or otherwise changed or amended, the aforementioned will be entitled to the benefits contained in

this benefits agreement. Any such increases, additions, changes or amendments to the benefits contained herein must be negotiated by and between the District and the District Clerk.

NOW THEREFORE, the parties mutually agree upon the terms and conditions of the employment of the District Clerk as follows:

Appointment: The Board, pursuant to §2130 of the Education Law and in accordance with a resolution duly moved, seconded and adopted at the meeting held on July 7, 2021 hereby offers to appoint the Employee as the District Clerk upon the terms and conditions set forth in this agreement. This is a full time, twelve (12) month position.

1. Acceptance by the Employee: The Employee accepts said appointment as the District Clerk and agrees to perform to the best of her ability, the duties of such office, as outlined in the District Clerk's Job Description attached hereto.
2. Term of Appointment: The term of office as the District Clerk shall be for a one (1) year period, commencing July 1, 2021 and terminating June 30, 2022.
3. Compensation: The District shall pay the Employee the annual sum of compensation for the 2021-2022 school year which shall be NINETY THOUSAND, FOUR HUNDRED & SIXTY-FOUR DOLLARS ,(\$90,464). Hours worked over the normal work week, thirty-five (35) hours, shall be paid in overtime based on the rate calculation.
4. Vacation Days: The Employee will be entitled to fifteen (15) vacation days during the term of this agreement. The Employee shall be entitled to utilize all fifteen (15) vacation days during the term of this agreement. In the case of death of the Employee, her beneficiary is to receive payment in compensation for any unused vacation time. Administration shall provide if reasonably possible, a response to the Employee's applications for vacation within seven (7)

business days after the date of submission. The Employee shall provide, if reasonably possible, her request for vacations in writing to the Superintendent, at least two (2) weeks in advance of the first day of such requested vacation. The Employee is entitled to elect to be compensated for fifteen (15) unused vacation days during the term of this agreement. Upon separation or retirement any unused vacation days will be paid at a daily rate of 1/240th of the Employee's daily salary.

5. Personal Days: The Employee shall be entitled to a maximum of five (5) days leave during the term of this agreement for the purpose of conducting personal business of a legal or financial nature which cannot be conducted at times other than during the workday, or the work year. Upon separation or retirement any unused personal days will be forfeited.

6. Sick Leave: The Employee shall be entitled to fifteen (15) days sick leave during the term of this agreement. The Superintendent or his/her designee may, after three (3) consecutive days absence, except in case of an emergency possible affecting school health, require a physician's statement describing the nature of the illness and the approximate absence advised for such illness. The Superintendent or his/her designee may require a physician's statement if a sick leave is taken prior to or following a vacation day or holiday. The Employee may utilize vacation entitlement for sick leave which occurs after accumulated sick leave has been exhausted. If the Employee has worked in the District for a minimum of ten (10) years and has accumulated at least fifty (50) unused sick days, the Employee shall be paid for her unused sick days upon retirement from the New York State Employee Retirement System at the daily rate of 1/240th of the Employee's salary up to a maximum of Twenty Thousand (\$20,000.00) Dollars.

7. Bereavement Leave: The Employee may be granted up to five (5) days leave in the case of a death in the immediate family. (Parent, sibling, child, spouse, grandparents, grandchildren

sister-in-law). In the case of the death of other family members (aunt, uncle, cousin, in-law), the Employee may be absent for the day of the funeral. In circumstances where it would require more than one (1) day to attend the funeral of other family members as defined above, the Superintendent or his/her designee may grant additional time as he/she determines necessary. The Employee shall be permitted one (1) day during the term of this agreement, for the purposes of attending the funeral of any person living with the Employee at the time of such person's death, but only if the Employee presents proof in documentary form to the satisfaction of the Superintendent or his/her designee, that the decedent resided with the Employee at the time of death. The determination as to whether the aforementioned proof is satisfactory shall be within the sole non-grievable discretion of the Superintendent or his/her designee. If the Employee's application for such leave is denied, the Employee's sole remedy shall be to meet with the Superintendent or his/her designee, to discuss the denial. The decision of the Superintendent shall be final and non-grievable.

9. Health Insurance: The Employee shall be required to contribute twelve (12%) percent of the cost of premiums for individual and/or family health insurance coverage of a policy chosen by Administration. Upon retirement from the District and the New York State Employees' Retirement System, the District Clerk shall participate in the District's health insurance plan at an employee contribution rate equal to the rate of contribution in effect for the last year of employment. To be eligible for this benefit, the District Clerk must have been employed in the District for a total of at least ten years. The Employees with fifteen (15) years of service or more shall be exempt from this restriction

8. Dental Insurance: The Employee shall be covered by a dental insurance policy as chosen by Administration at a District cost.

9. Life Insurance: The Employee shall be covered by a life insurance policy as chosen by Administration at a District cost.

10. Vision: The Employee shall be covered by a vision insurance policy as chosen by Administration at a District cost.

11. Long and Short Term Disability: The Employee shall be covered by a long term disability insurance policy as chosen by Administration at a District cost. The Employee shall be covered by a short term disability insurance policy as chosen by Administration at a District cost.

12. Paid Holidays : The Employee is entitled to the following paid holidays: New Year's Eve, New Year's Day, Martin Luther King, Jr. Day, President's Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans' Day, Wednesday before Thanksgiving Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve, Christmas Day, Winter Recess I. If the holiday falls on a Saturday or Sunday, a preceding or succeeding working day will be given in lieu of that holiday.

13. No Guarantee of Employment: That nothing contained herein shall be deemed a guarantee of further or continued employment in the position of District Clerk, or any position for any time period with the District.

Date: 7/7/21

Date: 7/12/2021

Date: 7/9/21

THREE VILLAGE CENTRAL
SCHOOL DISTRICT

BY: D. Baulista

President, Board of Education

BY: Cheryl Pedisich

CHERYL PEDISICH

Superintendent of Schools

BY: Inger Germano

INGER GERMANO

District Clerk,

Three Village CSD