

CONNETQUOT CENTRAL SCHOOL DISTRICT OF ISLIP
780 OCEAN AVENUE, BOHEMIA, NEW YORK 11716

**EMPLOYMENT AGREEMENT PROVISIONS FOR
THE ASSISTANT TO THE SUPERINTENDENT**

AGREEMENT made this 12th day of October, 2021 by and between the Board of Education of the Connetquot Central School District of Islip (hereinafter the "Board of Education"), with offices at 780 Ocean Avenue, Bohemia, NY 11716, and Mr. John Allen, an employee of the Connetquot Central School District of Islip in the position entitled Assistant to the Superintendent (hereinafter, "the Employee"), residing at [address].

WHEREAS, the Employee was duly appointed to the position of Assistant to the Superintendent; and

WHEREAS, the EMPLOYEE represents that he possesses all applicable and required State Education Department Certifications; and

WHEREAS, the BOARD established a certain salary, fringe benefits, and terms and conditions of employment for the EMPLOYEE; and

WHEREAS, the BOARD and EMPLOYEE have determined to codify said salary, fringe benefits, and terms and conditions of employment in this contract,

NOW THEREFORE, the parties mutually agree upon the terms and conditions of the employment of the Assistant to the Superintendent, as follows:

1. Term

This Agreement shall commence on July 1, 2021 and terminate on June 30, 2023, subject to the terms and conditions set forth below.

2. No Guarantee of Employment

This Agreement shall in no way constitute a guarantee of employment to the Assistant to the Superintendent during or after the term of this Agreement. Similarly, this Agreement shall not constitute any guarantee that the Board of Education will continue to maintain the position of Assistant to the Superintendent.

By entering into this agreement the Board of Education is not waiving the employee's probationary term. If the employee's position is to be terminated for any reason, including, but not limited to, dissatisfaction with performance prior to the granting of tenure, or the reduction or elimination of the position due to budgetary constraints, every effort will be made to notify Employee by April 1, of each calendar year but no later than Friday after the annual district budget vote.

3. Duties

The Employee shall be employed by the Board of Education as an administrative employee in the named position and EMPLOYEE agrees to perform all of the services and duties as assigned by the Superintendent of Schools to the best of his ability.

The parties acknowledge that they are both subject to the laws of the State of New York and applicable rules and regulations of the Board of Regents and Commissioner of Education of New York and said laws, rules, and regulations govern their relationship and the determination of their respective powers and duties.

4. Fringe Benefits

The Employee shall receive, at a minimum, the same fringe benefits; i.e. Health Insurance, Dental Insurance, Disability Insurance, Leave Days, Vacation Days, Holidays and Retirement Benefits (including pay for unused leave days) as are available to the members of the Connetquot Principals' and Directors' Association pursuant to that unit's collective bargaining agreement with the Board and any successor agreement. However, the employee will receive 30 vacation days per year, prorated for services less than one (1) year. Benefits include the following:

Medical Insurance - During his active employment by the District, the District shall pay eighty-five percent (85%) of the cost of premiums for Individual and eighty-five percent (85%) of the cost of premiums for Family Health Insurance for the EMPLOYEE and his eligible spouse and dependents for the New York State Empire Health Insurance Plan with Medical and Psychiatric Enhancements (or its successor plan). It is agreed and understood that, provided the Health Insurance Plan benefits are maintained, the Board shall have the right to change administrators and/or insurance carriers upon prior notice.

Upon his resignation from employment with the District for the purpose of regular service or disability retirement under the New York State Teachers' Retirement System, the District will continue to furnish the EMPLOYEE at his election, with Individual or Family Health Insurance as provided above, with the EMPLOYEE contributing to the cost thereof an amount equal to twenty-five percent (25%) of the premium cost for Individual or Family

The reference to "regular service or disability retirement under the New York State Teachers' Retirement System" shall mean the election of the EMPLOYEE to receive retirement income payments as a service retiree or disability retirement under the New York State Teachers' Retirement System commencing within no more than thirty (30) days next following the effective date of his resignation from the District.

Medical Insurance Waiver - If the Employee waives medical insurance coverage, the Employee must provide an affidavit, attesting to enrollment in an alternate health insurance plan, to be eligible for partial premium coverage by the District. The District shall pay by separate check, an amount equal to 50% of the District's cost, for the

premium (Individual or Family coverage.) Payments will be made semi-annually. The Employee must waive health insurance for at least six (6) months to be eligible.

Leave Days - On July 1 of each year, Leave Days shall be granted in the amount of Twenty (20) days year, prorated for services less than one (1) year. Days may be used for any and all reasons, including sick leave. The best judgment of the individual shall be exercised in taking the aforesaid leave days. Absences for jury duty, conference days and professional visitation days shall not be deducted from the EMPLOYEE'S bank of leave days.

Group Term Life Insurance - The EMPLOYEE shall receive full premium paid term life insurance for individual coverage, in the amount of \$250,000 in accordance with the requirements of the District's insurance carrier.

Dental Insurance - The EMPLOYEE shall receive a payment in the sum of \$1,175 as reimbursement for any dental coverage obtained by the employee.

Vision Coverage - The EMPLOYEE shall receive a payment in the sum of \$1,175 as reimbursement for any vision coverage obtained by the employee.

Disability Insurance - The Board shall contribute the sum of \$2,000 annually toward the purchase of Disability Insurance for the Employee.

Travel Allowance - The Employee shall receive an allowance of \$5,000 annually for intra-district use of the Employee's vehicle, paid in equal installments annually.

Vacation/Work Year - The work year shall be twelve (12) months. The EMPLOYEE shall receive thirty (30) paid vacation days per school year, prorated for services less than one (1) year. The Employee shall be entitled to cash-out a maximum of five (5) unused vacation days per school year, which shall be paid at the rate of 1/220th of the EMPLOYEE'S then current salary.

Holidays - The Employee shall receive the following as paid holidays, provided however, that they are not used as makeup student session days.

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

5. Unused Accumulated Sick Day Compensation

- a. A central office administrator who retires in the first year of eligibility for regular retirement without penalty under the provisions of the New York State Teachers Retirement System may buy back up to 200 sick days at \$500 per day. The total amount may not exceed

\$100,000.

- b. A central office administrator who retires in the second year of eligibility for regular retirement without penalty under the provisions of the New York State Teachers Retirement System may buy back up to 150 sick days at \$500 per day. The total amount may not exceed \$75,000.
- c. A central office administrator who retires in the third year of eligibility for regular retirement without penalty under the provisions of the New York State Teachers Retirement System may buy back 125 days at \$500 per day. The total amount may not exceed \$62,500.
- d. A central office administrator who retires after the third year of eligibility for regular retirement under the provisions of the New York State Teachers Retirement System may buy back 100 days at \$500 per day. The amount may not exceed \$50,000.

Unused accumulated sick leave compensation shall be paid as a 403(b) "non-elective" contribution by the District.

e. The Board may, in its sole non-grievable discretion, permit central office administrators to remain eligible for unused accumulated sick day compensation provided the following conditions are met:

- 1. The central office administrator submits a request to the Superintendent of Schools for approval by the Board of Education for an extension of eligibility for unused accumulated sick day compensation by April 1 of the current school year. The Board of Education shall notify the central office administrator of its determination within 30 days from the date of request. The Board of Education may deny a request for any reason.
- 2. The Parties agree that a grant of a Central Office Administrator's request for an extension of eligibility for unused accumulated sick day compensation is based on an individual case-by-case basis and shall not bind the District, or have any precedential effect, on future requests of this nature.
- 3. The granting of requests pursuant to this policy shall not act so as to change the irrevocable nature of the notification of the retirement submitted pursuant to this policy.

6. Salary

- 1. The annual salary for the period July 1, 2021 through and including June 30, 2022, shall be \$167,317, and in no event shall be less than the EMPLOYEE'S salary from the previous year.
- 2. The annual salary for the period July 1, 2022 through and including June 30, 2023, shall be increased by 2% from the EMPLOYEE'S salary for the previous year.

7. Longevity

Longevity is based on the number of years as a central office administrator employee in the Connetquot School District. Longevity payments are not included in the salaries delineated above.

Years	Longevity
0-3	\$0
4-7	+\$1,500
8-10	+\$1,500
11-13	+\$1,500
14-16	+\$1,500
17-19	+\$1,500
20-22	+\$1,500


8. **Termination** - This Agreement may be terminated by the resignation or retirement of the EMPLOYEE, which shall be submitted in writing to the Superintendent of Schools and the Board of Education upon no less than thirty (30) days' notice. Termination by the District shall be governed by New York Education Law.
9. **Severability** - If during the term of the contract, it is found that a specific clause of the contract is illegal under Federal or State Law, the remainder of the contract not affected by such a ruling shall remain in full force and effect.
10. **Modification** - This Agreement represents the entire understanding between the Parties hereto, and fully supersedes any and all prior agreements or understandings between them, whether written or oral. Changes to this Agreement must be mutually agreed upon by the EMPLOYEE and the District and any changes, amendments, modifications, or terminations must be in writing and signed by each of the Parties.
11. **Effective Date** - The terms and conditions of this agreement shall take effect upon the adoption of a resolution by the Board of Education and the signature of each party below, unless otherwise specified herein.



John Allen
Assistant to the Superintendent



Lee Kennedy
President, Board of Education
Connetquot Central School District



Lynda G. Adams, Ed.D.
Superintendent of Schools
Connetquot Central School District

