

Saugerties Central School District

Employment Contract

AGREEMENT, made this 14th day of February, 2023, by and between the BOARD OF EDUCATION OF THE SAUGERTIES CENTRAL SCHOOL DISTRICT (hereinafter, the "Board" or "District") and Dr. DANIEL ERCEG (hereinafter "Deputy Superintendent" or "Dr. Erceg").

1. The Board hereby appoints Dr. Erceg to the position of Deputy Superintendent of the Saugerties Central School District, and it employs the Deputy Superintendent in such capacity for a term to commence on February 15, 2023, and to end on June 30, 2028, unless sooner terminated pursuant to this Agreement; and the Deputy Superintendent accepts such appointment and employment for such term at the remuneration and upon the terms and conditions herein set forth.
2. The Deputy Superintendent's work year shall be 12 months in length, from July 1st to June 30th.
3. The Deputy Superintendent shall perform all of the duties and accept all of the responsibilities set forth in the Saugerties CSD Deputy Superintendent Job Description in this District. The Deputy Superintendent also agrees to perform all the services and duties imposed by the rules and regulations of the Board and other such services and duties usually performed by a Deputy Superintendent in said District or a similar district as shall, from time to time, be delegated by the Superintendent or by the Board, and meet all reasonable and proper requirements of the Board.
4. In consideration of this Agreement, the Board agrees to pay the Deputy Superintendent a salary at the rate of \$133,335.58 per annum (pro-rated for the 2022-2023 school year) payable in 26 equal installments in accordance with the rules of the Board governing payment of other professional staff members of the District. The salary for the Deputy Superintendent shall be increased by 2% on July 1st of each additional year of this Agreement, beginning July 1, 2024.
5. The Deputy Superintendent shall be entitled to participate in the tax-sheltered annuity program provided by the District. The District shall make an Employer contribution of \$400 monthly to the Deputy Superintendent's 403(b) fund provided such contribution is allowed under IRS regulations. The Deputy Superintendent may elect to make additional contributions.
6. Upon the completion of five (5) years of service to the District, the Deputy Superintendent shall receive a one-time longevity payment of \$3,500, which shall be added to his base salary.

Upon the completion of ten (10) years of service to the District, the Deputy Superintendent shall receive a one-time longevity payment of \$4,000, which shall be added to his base salary.

Upon the completion of fifteen (15) years of service to the District, the Deputy Superintendent shall receive a one-time longevity payment of \$3,500, which shall be added to his base salary.

7. The Superintendent shall evaluate and assess, in writing, the performance of the Deputy Superintendent at least once per year during the term of this Agreement (beginning with the 2023-2024 school year), or any extension or renewal thereof. The evaluation and assessment shall be reasonably related to the position description of Deputy Superintendent and the goals and objectives of the District in the year in question. The Deputy Superintendent shall be entitled to receive a copy of the annual evaluation and shall be afforded an opportunity to respond to such evaluation.
8. The Deputy Superintendent shall not be required to report to work on holidays during which District offices are closed.
9. The Deputy Superintendent shall be entitled to twenty (20) days of vacation per contract year, which will be awarded on July 1st of each year. Vacation days shall be taken during the contract year in which such days are credited, except that any vacation days not used, up to a maximum of ten (10) days per fiscal year, may be sold back by the Deputy Superintendent each fiscal year at his then per diem rate of pay. Unused vacation days shall be cumulative from year to year up to a maximum of forty (40) days. Upon the Deputy Superintendent's resignation or retirement, the Deputy Superintendent will be paid for a maximum of forty (40) accumulated vacation days at his per diem rate as of the date of resignation or retirement. Should the Deputy Superintendent resign or retire from the District during a school year, any vacation days credited on the preceding July 1st shall be prorated for purposes of the Deputy Superintendent's payout.
10. The Deputy Superintendent shall be entitled to five (5) days personal leave per year, without deduction in pay for such days where it is needed to perform personal duties which cannot be performed during regular business hours. Such leave is subject to advance approval of the Superintendent. Unused personal leave days shall be carried over as unused sick leave days.
11. The Deputy Superintendent shall be entitled to five (5) work days of bereavement leave for the death of a spouse, child, parent, sibling or corresponding in-law, grandchild, or member of the immediate household.
12. The Deputy Superintendent shall be entitled to receive his regular pay during any period of required jury duty.
13. While serving as Deputy Superintendent, Dr. Erceg shall be credited with 1.25 sick days per month. Sick leave may be used for illness or injury to the Deputy Superintendent or a

member of his immediate family. "Immediate family" shall be defined for purposes of this section as spouse and children. Unused sick leave days may be accumulated by the Deputy Superintendent from year to year up to a maximum of two hundred twenty (220) days. Upon separation from employment, there shall be no payout for unused accumulated sick days.

14. The Deputy Superintendent shall be entitled to coverage under the District's health insurance plan (individual, two-person if available, or family), with the District contributing 84% toward the cost of the plan and the Deputy Superintendent contributing 16%. If the Deputy Superintendent is otherwise health insured, he may opt out of the District health insurance program and receive a buyout payment of \$1,500 each year, payable in two (2) equal installments. Eligibility for participation in the buyout requires written notification of withdrawal and proof of alternate coverage from the Deputy Superintendent by June 1st of the year preceding the buyout. Re-entry into the District insurance plans shall be allowed at any time subject to the provisions of the insurance plan rules.
15. The Deputy Superintendent shall be entitled to individual and family dental coverage under the District's dental insurance plan through Delta Insurance or an alternative plan as is provided to other District employees. The District shall pay 100% of the eligible premium.
16. The District agrees to pay 100% of the cost of the premiums for individual and family vision coverage.
17. The District shall make an annual contribution of \$2,850 (pro-rated for the 2022-2023 school year) to the Deputy Superintendent's Flexible Spending Account annually, provided such contribution is allowed under IRS regulations. This contribution shall be pro-rated for service of less than a full year.
18. The Deputy Superintendent may participate in the District's IRS Section 125 plan available to other District employees.
19. Upon retirement, the District shall provide retiree health insurance to the Deputy Superintendent, so long as he serves in the District for at least fifteen (15) years and provided he retires from the Saugerties Central School District in accordance with the requirements of the New York State Teachers' Retirement System. The District shall pay 84% of the cost of the premiums for health insurance for whichever of the individual, two person, or family plans the Deputy Superintendent is eligible for. Dr. Erceg may not add a spouse and/or dependent to his retiree health insurance policy if such spouse and/or dependent were not covered under his health insurance policy at the time of his retirement. In the event the Deputy Superintendent's employment with the District is terminated for any reason other than retirement, he shall not be entitled to insurance coverage provided by the District.

20. The District encourages administrators, including the Deputy Superintendent, to enter a program of advanced study leading to the Ed. D or Ph. D degree. The District will reimburse tuition costs related to this degree based upon the criteria detailed below. Only programs leading to the Ed. D or Ph. D. which are approved by the Superintendent, will be recognized for compensation or supported for District reimbursement. Reimbursed tuition costs will be based upon the following criteria:
- i. The Deputy Superintendent must file a letter of intent with the Superintendent to participate in a Doctoral program and receive approval for such.
 - ii. Up to \$600 in tuition per doctoral program credit will be reimbursed. Such reimbursement will be made not more than 90 days following the submission of a receipt of tuition payment.
 - iii. The Deputy Superintendent must show evidence of admission to a program of advanced study leading to the Ed. D or Ph. D. Degree.
 - iv. The Deputy Superintendent must receive a grade of "B" or better in a course, or a "pass" in a course where no letter grade is given, in order to receive reimbursement.
 - v. The Deputy Superintendent must show adequate progress toward attaining the Ed. D. or Ph. D. degree by taking a minimum of three (3) courses each year.
 - vi. In the event the Deputy Superintendent receives tuition reimbursement from the District, he must render at least 5 years of satisfactory service henceforth to the District beginning the July 1 following the attainment of the earned Doctorate degree. In the event that reimbursement is made under this section and the Deputy Superintendent does not earn the Doctorate, he must render at least 3 years of satisfactory service following the completion of the last course taken.
 - vii. In the event the Deputy Superintendent separates from the District before he completes the applicable service requirement set forth above, he shall repay the District the amount of money he received in tuition reimbursement. Monies owed shall be deducted from the Deputy Superintendent's final paycheck or any monies owed upon his separation. In the event the Deputy Superintendent owes more money than that which is covered by his final pay or separation pay, he must issue payment to the District for the remaining monies owed within ninety (90) days of separation.
21. The Board shall pay, provide, or make available to the Deputy Superintendent, membership fees for up to three (3) professional organizations which are related to his employment, one of which must be a local professional organization. The Deputy Superintendent selections are subject to the approval of the Superintendent.
22. The Deputy Superintendent shall be entitled to attend annual conventions or conferences each year on the local, state and national level, and the reasonable expense of such attendance shall be paid by the District, as approved in advance by the Superintendent and shall be reimbursed for such expenses upon presentation of required documentation

in accordance with Board policy. The Deputy Superintendent, with the Board's prior approval and consistent with Board policy, may attend in-service and continuing education programs at the District's expense. The Deputy Superintendent shall provide a report to the Board upon his return from any conference or convention that lasts longer than two (2) days.

23. While serving in the capacity of Deputy Superintendent, Dr. Erceg shall serve in the tenure area of Deputy Superintendent/Director of Human Resources. Dr. Erceg's probationary period will continue until the close of business on December 1, 2023. During the probationary period, the District shall retain all rights provided under law to terminate the Deputy Superintendent's appointment. Once tenure is attained, due process rights shall be governed pursuant to the Education Law. In the event that the District exercises its statutory right to terminate Dr. Erceg's probationary appointment or his employment is terminated after a 3020-a due process hearing, the District shall be liable for compensation and benefits through the effective date of the termination.
24. Dr. Erceg agrees to maintain his certification to serve as a Deputy Superintendent throughout his employ. It is expressly understood that failure to hold and maintain such certification shall be cause for the immediate termination of this Agreement and the employment of the Deputy Superintendent.
25. The Deputy Superintendent shall devote his full-time skill, labor and attention to the discharge of his duties as Deputy Superintendent during the term of this Agreement. He may, however, subject to prior written approval of the Board, undertake speaking engagements, writing, lecturing or other professional duties, obligations and activities so long as such activities do not interfere with the full and faithful discharge of the Deputy Superintendent's duties or written responsibilities as specified herein.
26. Subject to any due process requirements that are provided pursuant to this Agreement or the law, this agreement may be terminated unilaterally by the Board or the Deputy Superintendent upon sixty (60) days written notice. If Dr. Erceg fails to provide sixty (60) days' notice of his intent to terminate his contract, he shall forfeit any payout for unused vacation leave provided for in Section 9 of this agreement. If the Board fails to provide sixty (60) days' notice of its intent to terminate the contract, the Board shall be responsible for payment of Dr. Erceg's salary for the balance of the sixty (60) day period.
27. The parties agree that effective February 15, 2023, this Agreement shall supersede and replace any prior written agreement between the parties. This Agreement constitutes the full and complete Agreement between the parties except as it may be modified by a signed written agreement between them, and shall not be subject to oral modification, nor shall parole evidence be admissible to establish any oral modification thereof.
28. The validity or enforceability of any particular provision of this Agreement shall not affect its other provisions and this Agreement shall be construed in all respects as if such invalid or unenforceable provision has been omitted.

29. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.
30. The failure of either party at any time to require the performance by the other of any of the terms, provisions or agreement hereof shall in no way affect the right thereafter to enforce same and shall not constitute the waiver of either party hereto of any breach of the terms, provisions or agreement or be construed as a waiver of any succeeding breach.

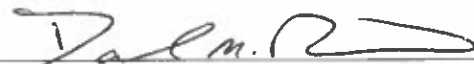
IN WITNESS WHEREOF, the parties have set their hands and seals this 14th day of February, 2023.

BOARD OF EDUCATION OF THE SAUGERTIES CENTRAL SCHOOL DISTRICT



Board of Education President

DEPUTY SUPERINTENDENT



Daniel M. Erceg, Ed. D.