

**AGREEMENT** made this 16<sup>th</sup> day of August, 2016, by and between **PAUL MANZO**, Assistant Superintendent for Instruction/Personnel ((hereinafter referred to as the Assistant Superintendent),

, and the **BOARD OF EDUCATION of the EAST ISLIP UNION FREE SCHOOL DISTRICT** (hereinafter referred to as the Board) with offices for the transaction of business located at East Islip, New York.

**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 termination of the employment of the Assistant Superintendent and his employment status are subject solely to the procedures set forth at length in various provisions of the Law of the State of New York and nothing herein contained shall be deemed to have modified the foregoing in any respect.

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

1. **SALARY:**

Effective September 1, 2016, the annual salary of the Assistant Superintendent is One Hundred Ninety Thousand (\$190,000) Dollars. Increases in compensation and improvements in fringe benefits shall be determined as follows:

- a. On or about June 1st of each year thereafter during the Assistant Superintendent's employment, the Board shall meet to discuss the Superintendent's recommendation, if any, as to what appropriate salary increase and/or benefit modification(s) shall be made to the salary and benefits provided in this Agreement. The decision of the Board shall be communicated to the Superintendent, and thereafter by the Superintendent to the Assistant Superintendent.
- b. The Assistant Superintendent shall be paid in equal installments bi-weekly;

- c. Any increase in the Assistant Superintendent's salary or benefits shall be in the form of an amendment to this Agreement; and it shall not be considered that the Board and the Assistant to the Superintendent have entered into a new agreement, unless expressly stated in writing signed by both parties hereto;
- d. It is understood that the salary and benefits outlined in this Agreement shall continue without modification unless modified by mutual agreement.
- e. The Assistant Superintendent's salary shall not be diminished during the term of the contract.

2. **LONGEVITY:**

Commencing with his 5<sup>th</sup> year of service in the District, the Assistant Superintendent shall receive an annual longevity payment of \$3,000. Commencing with his 12<sup>th</sup> year of service in the District, the Assistant Superintendent will receive an annual longevity payment of \$3,500. Commencing with his 17<sup>th</sup> year of service in the District, the Assistant Superintendent will receive an annual longevity payment of \$4,000. Commencing with his 22<sup>nd</sup> year of service in the District, the Assistant Superintendent will receive an annual longevity payment of \$5,000.

Leaves of absence will not be credited toward service.

Longevity is not part of base salary and it shall not be increased by any negotiated across the board salary increase.

3. **WORK YEAR:**

The Assistant Superintendent shall work a twelve (12) month work year from July 1<sup>st</sup> through June 30<sup>th</sup>.

4. **HOLIDAYS:**

The Assistant Superintendent shall have off all legal holidays if school is not in session.

In addition, the Assistant Superintendent shall have off the day after Thanksgiving, December 24<sup>th</sup>, December 31<sup>st</sup> or the Friday before December 31 if this date falls on a Saturday or Sunday.

5. **VACATION:**

The Assistant Superintendent shall be entitled to twenty-eight (28) vacation days per year as approved by the Superintendent of Schools.

The Assistant Superintendent shall have the annual option of selling back to the District up to ten (10) unused vacation days at a per diem rate of 1/220<sup>th</sup> of his annual salary. The request shall be made in the month of May and the payout shall be paid on or about June 30<sup>th</sup>.

6. **MILEAGE REIMBURSEMENT:**

If the Assistant Superintendent uses his own vehicle for approved travel outside the school district, she shall receive reimbursement for mileage at the applicable IRS rate per mile. Bills specifying the point of departure, arrival and distance for each trip must be submitted on a monthly basis to the Superintendent of Schools or his designee for approval.

7. **PROFESSIONAL VISITATIONS AND CONFERENCES:**

All visitations and attendance at professional meetings and conferences shall be subject to approval of the Superintendent of Schools or his designee.

Leaves for purposes of professional involvement may be granted by the Superintendent of Schools or his designee.

8. **SICK LEAVE:**

The Assistant Superintendent shall receive eighteen (18) sick days per year, cumulative to two hundred ninety (290) days.

Upon his resignation from employment from the East Islip Union Free School District for the purpose of retirement into the New York State Teachers Retirement System, the Assistant Superintendent shall receive the cash value for accumulated sick leave at the per diem rate of 1/220<sup>th</sup> of his annual salary

at the time of his separation, up to a maximum of \$50,000.

Annually, a reserve bank of 240 sick days will be established for use by the District's Assistant Superintendent for Instruction/Personnel and the Assistant Superintendent for Business. The Assistant Superintendent may apply for use of the "bank" sick days after his accumulated sick leave is used subject to approval by the Superintendent of Schools. Prior to the use of the "bank", the provisions of the District's self insured disability plan must be explored. In the event of extreme situations, the Assistant Superintendent may borrow days from the subsequent school year's allotment with the approval of the Superintendent of Schools.

9. **PERSONAL DAYS:**

The Assistant Superintendent shall be able to take (5) personal days per year subject to notification provided to the Superintendent of Schools and/or his designee. For days beyond this amount, the approval of the Superintendent of Schools and/or his designee shall be secured.

10. **WORKERS COMPENSATION:**

Whenever the Assistant Superintendent is absent from his required duties as the result of personal injury caused by an accident or an assault occurring while he is acting within the scope of his employment, he will be paid his full salary up to a limit of ten (10) months during the period of disability, for a recognized Worker's Compensation claim, without loss of sick leave. The school district will claim the weekly benefits payable to the Assistant Superintendent by the insurance carrier.

11. **MISCELLANEOUS LEAVE OF LONG DURATION:**

The Assistant Superintendent may apply for an unpaid leave of absence to the Superintendent of Schools or his designee, who will make an recommendation to the Board of Education, and the Board shall grant or refuse the leave on the basis of the merits.

12. **HEALTH INSURANCE**

During the term of his employment, the Assistant Superintendent shall pay twenty-five (25%) percent of individual or family health care premium

costs.

After having completed seven (7) years of continuous service with the District, upon resignation from his employment for the purposes of retirement in the New York State Teachers Retirement System, the District shall pay one hundred (100%) percent of the premium costs for continuation of individual or family coverage (in effect at the time of resignation) for the Assistant Superintendent under the District's health care plan during his retirement.

If the retired Assistant Superintendent receives health insurance into retirement and predeceases his spouse, the District will provide one hundred (100%) of the premium costs for continuation of health insurance coverage for the surviving spouse.

If the Assistant Superintendent is eligible for and participates in the District's waiver option for health insurance coverage, he shall receive fifty (50%) of the employer's pro rata share of contribution toward health insurance premium costs that were in effect for the 2016-17 school year to opt out of the program. The waiver option will be invalidated if it is deemed unlawful by a court of law.

13. **DENTAL INSURANCE:**

The District shall contribute ninety percent (90%) towards the premium cost for individual or family dental coverage for the Assistant Superintendent during the term of his employment under the District's self-insured dental program.

14. **DISABILITY INCOME BENEFIT:**

The District shall assume the full cost for long-term disability benefits commencing after the six (6) months following the initiation of any disability, providing a total disability income of 66 2/3% of the Assistant Superintendent's income subject to the terms of the self-insured long-term disability plan in effect as of December 1, 1979. The amount provided to the Assistant Superintendent will be reduced by any Social Security, New York State Retirement System, or Worker's Compensation disability benefits the Assistant Superintendent receives. Not included in the offset will be any settlement received by the Assistant Superintendent for loss of a limb or other permanent loss. Additionally, the amount paid by the District will be reduced

by any other statutory benefit providing for replacement income, to the extent that the statutory benefit and the District's contributions will otherwise have exceeded the employee's salary in effect on the date that the disability began.

15. **LIFE INSURANCE POLICY:**

The District will contribute 100% of the appropriate premiums towards the purchase of a \$100,000 term life insurance policy.

16. **VANDALISM DAMAGE TO VEHICLE:**

The District will pay the Assistant Superintendent up to \$1,000 per year for vandalism damage to his car while parked in district facilities. The Assistant Superintendent must provide proof to the Superintendent or his designee that a report was filed with the police; present his insurance policy; provide proof that the damage occurred on school parking facilities; and provide at least two (2) estimates for the cost of repairing the damage. The District will only reimburse an approved claim for the amount not covered by the administrator's insurance. The acceptance of the claim and determination of the amount of money to be awarded shall be at the discretion of the Superintendent of Schools.

17. **EVALUATION:**

The Superintendent of Schools shall perform an annual evaluation of the Assistant Superintendent's job performance.

18. **WRITTEN AGREEMENT:**

This Agreement shall continue in full force and effect during the term of employment of the Assistant Superintendent unless otherwise terminated or modified by an agreement in writing between the parties.

19. **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.

20. **EFFECTIVE DATE:**

This Agreement shall be effective on the 1<sup>st</sup> day of September, 2016.

21. **ENTIRE AGREEMENT:**

This Agreement constitutes the full and complete agreement between the Board and the Assistant Superintendent and supersedes any previous employment agreements between the parties. This Agreement may not be altered, changed, added to, deleted from, or modified except through the mutual written consent of the parties.

**EAST ISLIP UNION FREE  
SCHOOL DISTRICT**



**PAUL MANZO**



**CHRISTOPHER ZACHRY  
BOARD PRESIDENT**

Dated: August 16, 2016  
Islip Terrace, New York