

FIFTH AMENDMENT, made this 21st day of October 2021, to the Agreement dated August 16, 2016 by and between the BOARD OF EDUCATION of the EAST ISLIP UNION FREE SCHOOL DISTRICT, with offices for the transaction of business at 1 Craig B. Garipey Avenue, Islip Terrace, New York 11752 (hereinafter referred to as the BOARD) and PAUL E. MANZO, residing
, (hereinafter referred to as the Assistant Superintendent):

WHEREAS, the parties entered into an Agreement dated August 16, 2016 establishing the benefits and other remuneration paid to the ASSISTANT SUPERINTENDENT by the BOARD for his services as ASSISTANT SUPERINTENDENT (hereinafter referred to as the Agreement), and

WHEREAS, the parties entered into a FIRST AMENDMENT dated February 15, 2018 to said Agreement; and thereafter modified by a SECOND AMENDMENT dated July 5, 2018 and thereafter modified by a THIRD AMENDMENT dated July 2, 2019 and thereafter modified by a FOURTH AMENDMENT dated July 9, 2020.

WHEREAS, the parties are desirous of amending said agreement,

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

FIRST: All of the terms and provisions set forth at length in the employment agreement dated August 16, 2016 shall continue in full force and effect during the term of employment of the ASSISTANT SUPERINTENDENT, unless expressly modified by this amendment.

SECOND: Section 1 of the Agreement, as amended, shall be modified to provide that effective July 1, 2021 the annual salary of the ASSISTANT SUPERINTENDENT BE AS FOLLOWS:

- a. Effective July 1, 2021, the ASSISTANT SUPERINTENDENT'S annual salary for the 2021-2022 school year of \$209,365.20 plus longevity.
- b. Effective July 1, 2021 and thereafter, the base salary for the ASSISTANT SUPERINTENDENT will be based on the language specified under Article I.a. of the original Agreement dated August 22, 2019.
- c. The base salary for the ASSISTANT SUPERINTENDENT will increase AS FOLLOWS:
 - i. Effective July 1, 2022: 2.0%
 - ii. Effective July 1, 2023: 2.0%

THIRD: Section 4 of the Agreement, as amended, shall be modified to provide that effective July 1, 2021 and thereafter, the ASSISTANT SUPERINTENDENT holiday schedule will include the following:

- a. Rosh Hashanah, Yom Kippur, Winter Recess, and either Mid-Winter Recess or Spring Recess.

FOURTH: Section 5 of the Agreement, as amended, shall be modified to provide that effective July 1, 2021 and thereafter, the ASSISTANT SUPERINTENDENT vacation shall include as follows:

- a. The Assistant Superintendent shall have the annual option of selling back to the District up to twelve (12) unused vacation days at a per diem rate of 1/220th of his/her then annual rate of pay.

FIFTH: Section 8 of the Agreement, as amended, shall be modified to provide that effective July 1, 2021 and thereafter, the ASSISTANT SUPERINTENDENT sick leave shall include:

- a. The Assistant Superintendent shall receive twenty (20) sick days per year, cumulative to two hundred ninety (290).
- b. Upon 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 or may elect to contribute the sums payable to him/her pursuant to this provision into an elective 403(b) and/ or 457 account. The value for accumulated sick leave at the per diem rate of 1/220th of his/her annual salary at the time of separation as follows:
 - i. After five (5) years of service in the District, up to a maximum of \$75,000.
 - ii. After seven (7) years of service in the District, up to a maximum of \$100,000.
 - iii. After twelve (12) years of service in the District, up to a maximum of \$125,000.

SIXTH: Section 12 of the Agreement, as amended, shall be modified to provide that effective July 1, 2021 and thereafter, the ASSISTANT SUPERINTENDENT health insurance shall include:

- a. Upon resignation for the purpose of retirement in the NYSTRS the District shall pay 100% of premium costs for continuation of individual or family coverage (in effect at the time of resignation) and if the employee is

survived by spouse, the District will continue to pay 100% of medical for the spouse.

- b. If the Assistant Superintendent is eligible for and participates in the District's waiver option for health insurance coverage, he/she shall receive fifty percent (50%) of the employer's pro rata share contribution toward health insurance premium costs to opt out of the program.

SEVENTH: Section 13 of the Agreement, as amended, shall be modified to provide that effective July 1, 2021 and thereafter, the ASSISTANT SUPERINTENDENT dental insurance shall include:

- a. The District will pay one hundred percent (100%) of the premium for individual or family dental care benefits for the Assistant Superintendent in his/her retirement under the District's self-insured dental program in retirement. If the Assistant Superintendent is survived by his/her spouse, the District will continue to pay one hundred percent of such coverage for his/her spouse.

EIGHTH: VISION INSURANCE:

The Assistant Superintendent shall be afforded optical insurance for him/her and his/her immediate family, at no cost to the Assistant Superintendent. The District will pay one hundred percent (100%) of the premium for individual or family vision care benefits for the Assistant Superintendent in his/her retirement. If the Assistant Superintendent is survived by his/her spouse, the District will continue to pay one hundred percent of such coverage for his/her spouse.

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

BOARD OF EDUCATION

EAST ISLIP UNION FREE SCHOOL DISTRICT

Dated: By:

President, Board of Education

Dated: By:

PAUL E. MANZO

Assistant Superintendent for Instruction and Personnel