

COPY

Salary and Benefits Agreement for

AGREEMENT made this 5 day of September 2019, by and between the BOARD OF EDUCATION of the ELWOOD UNION FREE SCHOOL DISTRICT (hereinafter referred to as the "Board" or the "District") with offices for the transaction of business located at 100 Kenneth Avenue, Greenlawn, New York 11740 and . (hereinafter referred to as the "Employee") residing at

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 Employee was duly appointed on a provisional basis to the position of School Lunch Manager in the Elwood Union Free School District, effective September 3, 2019; and

WHEREAS, the employment status of the Employee and the termination of her employment are subject solely to the procedures set forth in various provisions of the Civil Service Law and nothing herein contained shall be deemed to have modified the foregoing in any respect; and

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

I. SCOPE OF EMPLOYMENT: The Employee shall be employed as the District's School Lunch Manager in accordance with the terms and conditions of the within Agreement.

II. DURATION: This Agreement shall be effective for the period from September 3, 2019 through June 30, 2020.

III. SALARY:

a. The annual salary for the School Lunch Manager for the year September 3, 2019 through June 30, 2020 shall be \$75,000, to be pro-rated for the period September 3, 2019 through June 30, 2020.

b. The salary for any year commencing thereafter shall be determined as follows:

i. On or about May 15th of each year, the Board shall meet to discuss the Superintendent's recommendation, if any, as to what appropriate salary increase (and/or other forms of compensation and/or modification of benefits) shall be made to the salary, benefits and other compensation provided by this Agreement. The decision of the Board shall be communicated to the Superintendent of Schools (the "Superintendent") and thereafter by the Superintendent to the Employee on or about each June 30th during the term of this agreement.

ii. Any increase in the salary (and/or other forms of compensation or modification of the benefits) of the Employee shall be in writing in the form of an amendment to this Agreement. Notwithstanding the above, any salary (or benefits) increase awarded to the Employee shall not be considered to be a new agreement between the District and the Employee.

iii. It is understood that the salary paid (or benefits granted) to the Employee in any year pursuant to this Agreement shall not be reduced from the salary paid to the Employee in any subsequent year, unless agreed to in writing by both the Employee and the Board.

c. Salary payments shall be electronically directly deposited into a bank account of Employee's choice.

IV. BENEFITS:

a. Medical Insurance. The group State Health program provided to the District's teachers, or its equivalent, will be made available to the Employee on an individual or family basis, subject to the regulations and conditions established by the insurance carrier. During the term of the Employee's employment hereunder, the District shall pay 75% of the premium for either individual or family coverage; whichever the Employee elects.

b. Employee may elect to waive participation in the New York State Health Insurance program provided by the District in exchange for a cash payment during each calendar year if permissible by the rules and regulations set forth by NYSHIP. The amount of such payment from the District will be \$1,500 for waiver of applicable Individual coverage or \$3,000 for waiver of applicable Family coverage.

c. The District shall pay 75% of family coverage, or 85% of individual coverage (whichever is applicable) of the cost of health insurance on behalf of the Employee upon retirement under the service retirement provisions of the New York State Retirement System, provided the Employee has a minimum of ten (10) years of Elwood service.

d. Dental Insurance. During the term of the Employee's employment hereunder, the District shall pay 100% of the premium payment for the Employee's participation in the District's dental insurance program for individual or family coverage.

e. Disability Insurance. During the term of the Employee's employment hereunder, the District shall pay 100% of the premium payment for the Employee's participation in the disability insurance plan in effect. Coverage will take effect at the expiration of unused sick leave or ninety calendar days from the onset of the condition, whichever period is longer. Should unused sick, personal and vacation leave be insufficient to provide full salary for the 90 calendar day waiting period, the district will continue Employee on payroll at 66 2/3% of salary from the expiration of all sick, personal and vacation leave until the 90 day

waiting period is satisfied.

- f. Life Insurance. During the term of the Employee's employment hereunder, the District shall pay 100% of the premium payment for a term life insurance policy, insuring the life of the Employee in an amount equal to one hundred (100%) percent of annual salary rounded to the nearest \$500.00. The insurance plan shall also provide Employee with the opportunity to purchase additional insurance up to the face amount of \$10,000, at no cost to the District.
- g. Excess Major Medical. During the term of the Employee's employment hereunder, the District shall pay 50% of the premium payment for the Employee's participation in an excess major medical program for as long as the District provides such coverage.
- h. Tax Sheltered Annuity. The District shall make a Tax Sheltered Annuity Plan available to the Employee, with the Employee responsible for all plan contributions.
- i. Sick Leave: During each year of the Employee's employment hereunder, the Employee shall accrue twelve (12) sick days per year with an unlimited accumulation of unused sick days. Sick days shall be pro-rated for the period September 3, 2019 through June 30, 2020.
- j. Personal Leave. During each year of the Employee's employment hereunder, the Employee shall be granted three (3) personal leave days per year. Personal leave days require the prior approval of the Superintendent of Schools. Unused sick and personal leave may be accumulated annually subject to limitations and procedures set forth by the school district.
- k. Bereavement Leave. A maximum of five (5) days of leave shall be granted by reason of a death in the immediate family. "Immediate family" is defined as spouse, children, mother, father, brother, sister, grandfather, grandmother, father-in-law, mother-in-law, grandchildren, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and other members of the household of which the employee is a part.
- l. Jury Duty. Upon written notification and appropriate verification to the District, absence for jury duty shall be granted. Compensation received for jury duty, with the exception of travel and expenses reimbursement, if any, shall be refunded to the District.

- m. Retirement. Eligibility for participation in the New York State Employees' Retirement System (NYSERS) plan.

Upon service retirement under the rules defining service retirement in the New York State Employees' Retirement System, and with a minimum of ten (10) years of Elwood service, the Employee will be eligible for payment of unused sick leave based upon one (1) day's credit for each three (3) days of accumulated leave.

V. WORK YEAR:

- a. The Employee's work year shall commence on July 1. The Employee shall then work 20 days in July and August, as arranged with and approved by the Assistant Superintendent for Business. Thereafter, Employee shall work the weekdays between September 1 and the opening of school; and then all school days from the opening of school in September to the last day of school in June; and finally, all weekdays between the last day of school and June 30.
- b. Employee shall be required to attend such Board of Education meetings and other evening meetings as directed by the Superintendent of Schools.
- c. The Employee is entitled to nineteen (19) holidays with pay per year. The 19 specific holidays shall consist of all Federal and State holidays, plus additional days to be defined by the District before the start of each year.
- d. The Employee will not be required to report to work on days when school has been closed due to inclement weather. If schools are required to close early due to emergency conditions, Employee will be dismissed upon the approval of the Superintendent of Schools.

VI. VANDALISM: Reasonable and legitimate claims made by Employee for damage to personal property will be reimbursed.

VII. WRITTEN AGREEMENT: This Agreement shall continue in full force and effect during the term of employment of the Employee unless otherwise modified or extended in accordance with the provisions of this Agreement, or by an agreement in writing between the parties.

VIII. 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.

IX. GOVERNING LAW: This Agreement shall be governed by the laws of the State of New York, with venue for any claim in Suffolk County.

X. **ENTIRE AGREEMENT:** This Agreement constitutes the full and complete agreement between the Board and the Employee and may not be altered, changed, added to, deleted from, or modified except through the mutual written consent of the parties.

XI. **SERVICE:** The Employee shall serve at the pleasure of the Superintendent and Board, subject to Civil Service Law and applicable corollary regulations.

Elwood Union Free School District



Board President
Board of Education,
Elwood Union Free School District

Dated: _____

9/5/19

FIRST AMENDMENT

FIRST AMENDMENT to the Salary and Benefits Agreement between the BOARD OF EDUCATION of the ELWOOD UNION FREE SCHOOL DISTRICT and

WHEREAS, the parties entered into an Agreement dated August 22, 2019 which was effective from August 22, 2019 through June 30, 2020, and

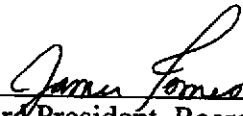
WHEREAS, the parties are desirous of amending said Agreement; and

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

1. **TERMS OF EMPLOYMENT:** All of the terms of employment set forth in the aforesaid Agreement shall remain in full force and effect except as modified herein.
2. **DURATION:** This Agreement shall be extended from July 1, 2020 through June 30, 2021.
3. **SALARY:** The annual salary for the School Lunch Manager reflects a zero (0%) increase for the school year July 1, 2020 through June 30, 2021 and shall be \$75,000.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

Elwood Union Free School District



Board President, Board of Education of
the Elwood Union Free School District

Dated: 8/27/2020

SECOND AMENDMENT

SECOND AMENDMENT to the Salary and Benefits Agreement between the BOARD OF EDUCATION of the ELWOOD UNION FREE SCHOOL DISTRICT and

WHEREAS, the parties entered into an Agreement dated August 22, 2019 which was effective from August 22, 2019 through June 30, 2021, and

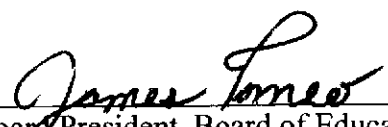
WHEREAS, the parties are desirous of amending said Agreement; and

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

1. **TERMS OF EMPLOYMENT:** All of the terms of employment set forth in the aforesaid Agreement shall remain in full force and effect except as modified herein.
2. **DURATION:** This Agreement shall be extended from July 1, 2021 through June 30, 2022.
3. **SALARY:** The annual salary for the School Lunch Manager reflects a two (2%) increase for the school year July 1, 2021 through June 30, 2022 and shall be \$76,500.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

Elwood Union Free School District



Board President, Board of Education of
the Elwood Union Free School District

Dated: _____

6/10/2021

Dated: _____

6/4/21

THIRD AMENDMENT

THIRD AMENDMENT to the Salary and Benefits Agreement between the BOARD OF EDUCATION of the ELWOOD UNION FREE SCHOOL DISTRICT and

WHEREAS, the parties entered into an Agreement dated August 22, 2019 which was effective from August 22, 2019 through June 30, 2022, and

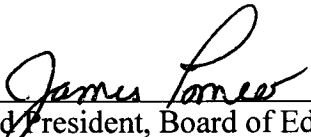
WHEREAS, the parties are desirous of amending said Agreement; and

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

1. **TERMS OF EMPLOYMENT:** All of the terms of employment set forth in the aforesaid Agreement shall remain in full force and effect except as modified herein.
2. **DURATION:** This Agreement shall be extended from July 1, 2022 through June 30, 2023.
3. **SALARY:** The annual salary for the School Lunch Manager for the school year July 1, 2022 through June 30, 2023 and shall be \$82,000.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

Elwood Union Free School District



Board President, Board of Education of
the Elwood Union Free School District

Dated: 7/7/22

Dated: 6/30/22

FOURTH AMENDMENT

FOURTH AMENDMENT to the Salary and Benefits Agreement between the BOARD OF EDUCATION of the ELWOOD UNION FREE SCHOOL DISTRICT and MARA PUGH

WHEREAS, the parties entered into an Agreement dated August 22, 2019 which was effective from August 22, 2019 through June 30, 2023, and

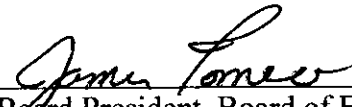
WHEREAS, the parties are desirous of amending said Agreement; and

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

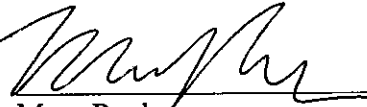
1. **TERMS OF EMPLOYMENT:** All of the terms of employment set forth in the aforesaid Agreement shall remain in full force and effect except as modified herein.
2. **DURATION:** This Agreement shall be extended from July 1, 2023 through June 30, 2024.
3. **SALARY:**
 - a) The annual salary for the School Lunch Manager for the school year July 1, 2023 through June 30, 2024 and shall be \$84,460.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

Elwood Union Free School District



Board President, Board of Education of
the Elwood Union Free School District



Mara Pugh

Dated: 7/6/23

Dated: 6/13/23

FIFTH AMENDMENT

FIFTH AMENDMENT to the Salary and Benefits Agreement between the BOARD OF EDUCATION of the ELWOOD UNION FREE SCHOOL DISTRICT and MARA PUGH

WHEREAS, the parties entered into an Agreement dated August 22, 2019 which was effective from August 22, 2019 through June 30, 2024, and

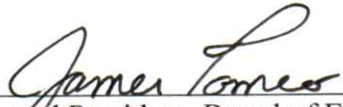
WHEREAS, the parties are desirous of amending said Agreement; and

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

1. **TERMS OF EMPLOYMENT:** All of the terms of employment set forth in the aforesaid Agreement shall remain in full force and effect except as modified herein.
2. **DURATION:** This Agreement shall be extended from July 1, 2024 through June 30, 2025.
3. **SALARY:**
 - a) The annual salary for the School Lunch Manager for the school year July 1, 2024 through June 30, 2025 and shall be \$90,456
 - b) Longevity: Following the first five (5) years of service, the Employee shall receive \$3,000 per year as longevity pay. Following the first ten (10) years of service, the Employee shall receive an additional \$3,000 per year as longevity pay. Following the first fifteen (15) years of service, the Employee shall receive an additional \$3,000 per year as longevity pay. Cumulative additional pay after twenty (20) years of service will not exceed \$9,000.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

Elwood Union Free School District



Board President, Board of Education of
the Elwood Union Free School District



Mara Pugh

Dated: 9/12/24

Dated: 9/6/24

SIXTH AMENDMENT

SIXTH AMENDMENT to the Salary and Benefits Agreement between the BOARD OF EDUCATION of the ELWOOD UNION FREE SCHOOL DISTRICT and MARA PUGH

WHEREAS, the parties entered into an Agreement dated August 22, 2019 which was effective from August 22, 2019 through June 30, 2025, and

WHEREAS, the parties are desirous of amending said Agreement; and

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

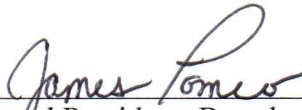
1. **TERMS OF EMPLOYMENT:** All of the terms of employment set forth in the aforesaid Agreement shall remain in full force and effect except as modified herein.
2. **DURATION:** This Agreement shall be extended from July 1, 2025 through June 30, 2028.
3. **SALARY:**
 - a. Effective July 1, 2025, the Employee's annual salary for the 2025-2026 school year shall be \$102,000.
 - b. Effective July 1, 2026, the Employee's annual salary for the 2026-2027 school year shall be \$105,060.
 - c. Effective July 1, 2027, the Employee's annual salary for the 2027-2028 school year shall be \$108,211.
 - d. The salary for any year commencing thereafter shall be determined as follows:
 - i. On or about May 15th of each year, the Board shall meet to discuss the Superintendent's recommendation, if any, as to what appropriate salary increase (and/or other forms of compensation and/or modification of benefits) shall be made to the salary, benefits and other compensation provided by this Agreement. The decision of the Board shall be communicated to the Superintendent of Schools (the "Superintendent") and thereafter by the Superintendent to the Employee on or about each June 30th during the term of this agreement.
 - ii. Notwithstanding any other provision contained herein, the parties agree that in the event the School Lunch Program experiences a financial reversal which might at any time possibly lead to a deficit, salary increases for the subsequent year(s) will be suspended.

4. **VACATION:**

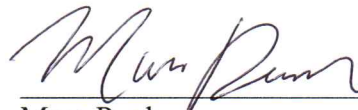
- a. Effective July 1, 2025, the employee shall be granted three (3) vacation days per year. Vacation days shall require prior approval of the Assistant Superintendent for Business. Unused days will not carry over to the next fiscal year.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

Elwood Union Free School District



Board President, Board of Education of
the Elwood Union Free School District



Mara Pugh

Dated: 6/12/25

Dated: 6/13/25