

EAST ISLIP UNION FREE SCHOOL DISTRICT

1 CRAIG B. GARIEPY AVENUE, ISLIP TERRACE, NEW YORK 11752

STATEMENT OF BENEFITS

Anthony Gagliano – Assistant Plant Facilities Administrator

AGREEMENT made this 20th day of April 2020, by and between **ANTHONY GAGLIANO** (hereinafter referred to as Assistant Plant and Facilities Administrator), residing at _____, and the **BOARD OF EDUCATION** of the **EAST ISLIP UNION FREE SCHOOL DISTRICT** with offices for the transaction of business located at 1 Craig B. Gariepy Avenue, Islip Terrace, 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 Plant and Facilities Administrator and his employment status as a civil service employee are subject solely to the procedures set forth at length in various provisions of the Civil Service Law and Education 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:**

The annual base salary for the Assistant Plant and Facilities Administrator shall be \$110,000 prorated for the 2019-20 school year upon commencement of employment. Increases in compensation and/or benefits shall be determined as follows:

- a. Upon completion of the annual evaluation set forth in paragraph "12" of this Agreement, 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/or benefits provided in this Agreement. The decision of the Board shall be communicated to the Superintendent, and thereafter by the Superintendent to the Assistant Plant and Facilities Administrator.
- b. The Assistant Plant and Facilities Administrator shall be paid in equal installments bi-weekly;
- c. Any increase in the Assistant Plant and Facilities Administrator's salary or benefits, shall be in the form of a written amendment to this Agreement;
- d. It is understood that the salary and benefits outlined in this Agreement shall continue without modification unless modified by mutual agreement.

2. **WORK YEAR:**

The Assistant Plant & Facilities Administrator shall have the same work year as the custodial bargaining unit.

3. **VACATION:**

Twenty-two (22) vacation days per year to be adjusted to twenty-five (25) annual vacation days upon civil service permanent appointment. Any vacation days taken by the Assistant Plant and Facilities Administrator in his position as Maintenance Crew Leader since July 1, 2019 will be deducted from the allotment for the 2019-20 school year.

4. **SICK LEAVE:**

Twelve (12) sick days per year cumulative to one hundred and seventy five (175) days. Any sick days taken by the Assistant Plant and Facilities Administrator as Maintenance Crew Leader since July 1, 2019 will be deducted from the allotment for the 2019-20 school year.

The unused sick days accumulated by the Assistant Plant and Facilities Administrator as a member of the custodial bargaining unit shall carry forward into his new position subject to the afore-stated 175 day maximum cap.

Upon the Assistant Plant and Facilities Administrator's resignation from the District for the purpose of retirement into the New York State Employees' Retirement System, or his death, provided that the employee has accumulated as of such date fifteen (15) sick days, he or his estate shall be paid 50% of his per diem rate of pay for said 15 days and 75% of his per diem rate of pay for all days accumulated as of the date of retirement, beyond the afore-stated 15 days, up to a maximum of \$35,000.

5. **PERSONAL DAYS:**

Three (3) personal days per year subject to approval by the Superintendent of Schools and/or his designee. Any personal days taken by the Assistant Plant and Facilities Administrator as Maintenance Crew Leader since July 1, 2019 will be deducted from the allotment for the 2019-20 school year.

6. **BEREAVEMENT LEAVE:**

Three (3) days per year due to a death in the immediate family, defined as parents, spouse, children and any relative living in the household. Any bereavement days taken by the Assistant Plant and Facilities Administrator as Maintenance Crew Leader since July 1, 2019 will be deducted from the allotment for the 2019-20 school year.

7. **HEALTH INSURANCE:**

During the term of his employment, the Assistant Plant and Facilities Administrator shall pay seventeen (17) percent of individual or family premium costs of the health insurance plan provided by the District.

Upon resignation from the District for purposes of retirement in the New York State Employees' Retirement System, the Assistant Plant and Facilities Administrator shall pay twelve and one-half (12 ½) percent and the District shall pay eighty seven and one-half (87 ½) percent of the premium costs for continuation of individual or family coverage in effect at the time of resignation for the Assistant Plant and Facilities Administrator under the District's health care plan during retirement. The District's contribution shall increase to one hundred percent (100 %) if the Assistant Plant and Facilities Administrator has at least twenty (20) years of service in the District at the time of his resignation for the purpose of retirement in the New York State Employee's Retirement System.

8. **DENTAL INSURANCE:**

The District shall assume the full cost of the premiums for individual or family dental coverage for the Assistant Plant and Facilities Administrator during the term of his employment under the District's self-insured dental program.

9. **LIFE INSURANCE:**

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

10. **MILEAGE REIMBURSEMENT:**

If the Assistant Plant and Facilities Administrator uses his own vehicle for approved travel outside the school district, he 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.

11. **CELLULAR PHONE:**

The District shall furnish the Assistant Plant and Facilities Administrator with a cellular phone for business use during his term of employment. It is understood that the cellular phone may be used for incidental personal use so long as such usage does not exceed the maximum included minutes permitted under the District's plan and such usage is consistent with applicable Board policy. In the event that the Assistant Plant and Facilities Administrator's usage in any given month results in excess charges to the District, the Assistant Plant and Facilities Administrator shall reimburse the District the cost of all personal calls in accordance with Board Policy.

12. **EVALUATION:**

The Superintendent of Schools or his designee shall perform an annual evaluation of the Assistant Plant and Facilities Administrator's job performance.

13. **WRITTEN AGREEMENT:**

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

14. **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.

15. **EFFECTIVE DATE:**

This Agreement shall be effective on the 20th day of April, 2020.

16. **ENTIRE AGREEMENT:**

This Agreement constitutes the full and complete agreement between the Board and the Assistant Plant and Facilities Administrator. This Agreement may not be altered, changed, added to, deleted from, or modified except through the mutual written consent of the parties.

5/11/2020

Date


Anthony Gagliano


William Carrluk
Board of Education President

FIRST AMENDMENT TO NEW CONTRACT, made this 21st day of October 2021, to the Agreement dated April 20, 2020, 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. Gariepy Avenue, Islip Terrace, New York 11752 (hereinafter referred to as the BOARD) and Anthony Gagliano,

(hereinafter referred to as the Assistant Plant Facilities Administrator):

WHEREAS, the parties entered into an Agreement dated April 20, 2020 establishing the benefits and other remuneration paid to the ASSISTANT PLANT FACILITIES ADMINISTRATOR by the BOARD for his services as ASSISTANT PLANT FACILITIES ADMINISTRATOR (hereinafter referred to as the Agreement), and

WHEREAS, the parties are desirous of amending said Agreement,

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

FIRST: All of the terms and provisions set forth at length in the employment agreement dated April 20, 2020 shall continue in full force and effect during the term of employment of the ASSISTANT PLANT FACILITIES ADMINISTRATOR, unless expressly modified by this amendment.

SECOND: Section 1 of the Agreement shall be modified to provide that effective July 1, 2021, the ASSISTANT PLANT FACILITIES ADMINISTRATOR shall have an annual increase to the base salary as follows:

July 1, 2021: 2.0%

July 1, 2022: 2.0%

July 1, 2023: 2.0%

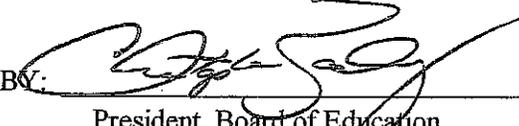
THIRD: Section 3 of the Agreement shall be modified to include:

a. Effective July 1, 2021, the ASSISTANT PLANT FACILITIES ADMINISTRATOR shall be reimbursed for ten (10) unused vacation days at the end of each school year at his current rate of pay.

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: 10.21.21

BY: 
President, Board of Education

Dated: 10/21/2021

BY: 
Anthony Gagliano
Assistant Plant Facilities Administrator

SECOND AMENDMENT TO NEW CONTRACT, made this 21st day of June 2023, to the Agreement dated April 20, 2020, 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. Gariepy Avenue, Islip Terrace, New York 11752 (hereinafter referred to as the BOARD) and Anthony Gagliano, residing at (hereinafter referred to as the Assistant Plant Facilities Administrator):

WHEREAS, the parties entered into an Agreement dated April 20, 2020 establishing the benefits and other remuneration paid to the ASSISTANT PLANT FACILITIES ADMINISTRATOR by the BOARD for his services as ASSISTANT PLANT FACILITIES ADMINISTRATOR (hereinafter referred to as the Agreement), and

WHEREAS, the parties entered into a First Amendment dated October 21, 2021 to said Agreement,

WHEREAS, the parties are desirous of amending said Agreement,

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

FIRST: All of the terms and provisions set forth at length in the employment agreement dated April 20, 2020 shall continue in full force and effect during the term of employment of the ASSISTANT PLANT FACILITIES ADMINISTRATOR, unless expressly modified by this amendment.

SECOND: Section 1 of the Agreement shall be modified to provide that effective July 1, 2023, the ASSISTANT PLANT FACILITIES ADMINISTRATOR shall have an annual increase to the base salary as follows:

July 1, 2023: 3.0%

July 1, 2024: 3.0%

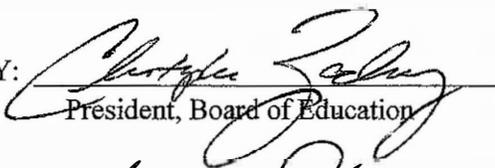
July 1, 2025: 3.0%

THIRD: Section 4 of the Agreement shall be modified to increase cumulative sick days to two hundred ten (210) days.

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: 6.21.23

BY: 
President, Board of Education

Dated: 6/22/23

BY: 
Anthony Gagliano
Assistant Plant Facilities Administrator