

**AGREEMENT** made this 21st day of June 2023, by and between **AILEEN M. O'ROURKE, Ed. D.**, Assistant Superintendent for Human Resources and Administration (hereinafter referred to as Assistant Superintendent or Assistant Superintendent for Human Resources and Administration), and the **BOARD OF EDUCATION of the EAST ISLIP UNION FREE SCHOOL DISTRICT** (hereinafter referred to as the Board) with offices for 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 her employment status are subject solely to the procedures set forth at length in various provisions of the Law of 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 July 1, 2023, the annual salary of the Assistant Superintendent for Human Resources and Administration is One Hundred Ninety-Two Thousand Four Hundred and Eighty (\$192,480) Dollars plus longevity.

a. The base salary for the Assistant Superintendent will increase AS FOLLOWS:

i. Effective July 1, 2023: 2%

ii. Effective July 1, 2024: 3%

iii. Effective July 1, 2025: 3%

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 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 modifications 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 her 17<sup>th</sup> year of service in the District, the Assistant Superintendent for Human Resources and Administration will receive an annual longevity payment of \$4,500. Commencing with her 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 the base salary, and it shall not be increased by any negotiated across the board salary increase.

3. **WORK YEAR:**

The Assistant Superintendent for Human Resources and Administration 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 for Human Resources and Administration shall have off all legal holidays if school is not in session, including Rosh Hashanah, Yom Kippur, Winter Recess, and either Mid-Winter Recess or Spring Recess.

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 for Human Resources and Administration shall have the annual option of selling back to the District up to twelve (12) unused vacation days at a per diem rate of 1/220<sup>th</sup> of her 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 her own vehicle for approved travel outside of 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 monthly 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 the 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 for Human Resources and Administration shall receive Twenty (20) sick days per year, cumulative to two hundred ninety (290) days.

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

Annually, a reserve bank of 240 sick days will be established for use by the District's Assistant Superintendent for Human Resources and Administration, Assistant Superintendent for Curriculum and Instruction, and Assistant Superintendent for Business. The Assistant

Superintendent for Human Resources and Administration may apply for the use of the "bank" sick days after her 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 five (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 her required duties as the result of personal injury caused by an accident or an assault occurring while she is acting within the scope of her employment, she will be paid her 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 for Elementary Instruction and Human Resources by the insurance carrier.

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

The Assistant Superintendent for Human Resources and Administration may apply for an unpaid leave of absence to the Superintendent of Schools or his designee, who will make a 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 her employment, the Assistant Superintendent for Human Resources and Administration shall pay twenty (20%) percent of individual or family health care premium.

Upon resignation from her employment, not for the purposes of retirement in the New York State Teacher's 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 her retirement.

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

13. **DENTAL INSURANCE:**

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

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

**14. VISION INSURANCE:**

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

**15. LIFE INSURANCE:**

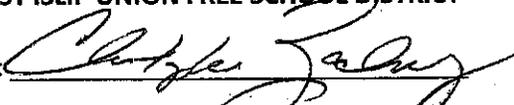
District will contribute 100% of the appropriate premium towards the purchase of a \$100,000 supplemental life insurance policy.

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

**BOARD OF EDUCATION**

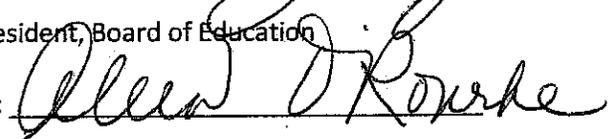
**EAST ISLIP UNION FREE SCHOOL DISTRICT**

Dated: 6.21.23

By: 

President, Board of Education

Dated: 6-21-23

By: 

AILEEN M. O'ROURKE, Ed. D.

Assistant Superintendent for Human Resources  
and Administration