

AMENDMENT TO EMPLOYMENT AGREEMENT made this 8 day of June, 2021, by and between SEAN LEISTER, Deputy Superintendent (herein referred to as the "Deputy Superintendent"), and the BOARD OF EDUCATION of the PORT JEFFERSON UNION FREE SCHOOL DISTRICT (herein referred to as the "Board") with Offices for the transaction of business located at 550 Scraggy Hill Road, Port Jefferson, 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 tenured employment of the Deputy Superintendent is 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; and

WHEREAS, the Deputy Superintendent further acknowledges that nothing contained in this Agreement modifies or prevents the Board from abolishing or reducing the position of Deputy Superintendent referred to herein for fiscal or operational reasons.

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

1. GENERAL PROVISIONS:

The Deputy Superintendent's salary and fringe benefits for each year of the Agreement shall not be diminished from that paid the previous year. The annual salary of the Deputy Superintendent for the period of July 1, 2021 through June 30, 2022 shall be Two Hundred One Thousand Six Hundred Ninety Nine Dollars (\$201,699). The annual salary of the Deputy Superintendent for the period of July 1, 2022 through June 30, 2023 shall be Two Hundred Five Thousand Seven Hundred Thirty Three Dollars (\$205,733). The annual salary of the Deputy Superintendent for the period of July 1, 2023 through June 30, 2024 shall be Two Hundred Nine Thousand Eight Hundred Forty Eight Dollars (\$209,848). Increases in compensation and modification to fringe benefits shall be determined as follows:

- a. On or about June 15, 2024, the Board shall meet to discuss the Superintendent's recommendation, if any, as to the appropriate salary increase and/or benefit modification(s) to 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 Deputy Superintendent prior to June 30, 2024.

- b. The Deputy Superintendent shall be paid in equal installments bi-weekly;
- c. Any increase in the Deputy 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 Deputy 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;

2. LONGEVITY INCREMENT:

The Deputy Superintendent shall be granted longevity increments, as part of salary, once he has completed three (3) years of administrative service with the Port Jefferson Union Free School District. The longevity increments are as follows: a longevity increment of \$1,500 after completion of his third year of service; an additional \$1,500 after the completion of his sixth year of service; an additional \$1,500 after the completion of his ninth year of service; an additional \$1,500 after the completion of his twelfth year of service; and an additional \$1,500 after the completion of his fifteenth year of service. Longevity shall not be added to base salary.

3. BENEFITS AND WORKING CONDITIONS:

- a. Work Year: Twelve (12) months, exclusive of vacation leave and holidays, as detailed below
- b. Vacation Leave: Thirty (30) days annually selected by the Deputy Superintendent, with the approval of the Superintendent. Up to fourteen (14) unused vacation days can be cashed in at the end of the year at the rate of 1/240th of the then current rate of pay. Requests to cash in days must be received in writing by the Business Office on or before June 1 and are only done at the end of the school year. Any remaining accrued days can be carried over. The Deputy Superintendent may cash in up to forty (40) accrued vacation days at the time of termination of employment. Any additional accrued days may be used for the purpose of catastrophic leave only with the written consent of the Superintendent of Schools. Vacation days may not be taken the week following the last instructional day for students, or the two weeks immediately prior to the first day of instruction for students. The Superintendent of Schools has the sole authority to waive this provision if written application is made.
- c. Holidays: Eighteen (18) paid holidays annually selected by the Deputy Superintendent, with the approval of the Superintendent.

- d. **Sick Days:** Fifteen (15) days annually which may be accumulated to three hundred (300) days. Any days accumulated beyond 300 may be cashed in at the end of the year at the rate of 1/240th of the then current rate of pay. Excess days not cashed in will be lost.

When the Deputy Superintendent retires or leaves the district, he will be paid for 50% of his unused sick days to a maximum of 300 days at 1/220th of the then current rate of pay, provided he has at least three (3) years of service to the District.

1. Such payment shall be deposited as a one-time, non-discretionary, non-elective employer contribution to the IRC 403-b account of the Deputy Superintendent. The employer non-elective contribution set forth above shall be contributed to the provider designated by the Deputy Superintendent to receive employer contributions. If the Deputy Superintendent does not designate a 403-b account that can receive an employer non-elective contribution, the District shall deposit the contribution into a 403-b account on behalf of the Deputy Superintendent, as required by law.

2. The District shall make the maximum non-elective contribution permitted under IRC §415 (c)(1) of 1986 as amended. In the event that the aggregate of the employer non-elective contribution and the Deputy Superintendent's elective contributions exceeds the applicable annual contribution limitation, the excess amount shall be paid directly to the Deputy Superintendent as compensation, subject to any and all applicable taxes.

3. The Deputy Superintendent acknowledges that the District has made no representations to him as to the position of the Internal Revenue Service regarding the tax-deferred status of the above-referenced contributions or as to the position of NYSTRS regarding whether these contributions shall be included in the Deputy Superintendent's final average salary.

- d. **Bereavement Leave:** In cases of death in the immediate family (defined as mother, father, sister, brother, wife, husband, child, brother and sister-in-law, stepchild, niece, nephew, mother-in-law, father-in-law, relative living with and dependent on the family), or domestic partner, as defined and limited in the New York State Government Employees' Health Act, in effect at the time of execution of this Agreement) the Deputy Superintendent shall, upon submission of bereavement forms to the Superintendent of Schools be allowed the number of days absence required up to a maximum of five (5) calendar days without deduction of salary. In cases of death of grandparents, aunt and uncle, the Deputy Superintendent shall be allowed the number

of days absence required up to a maximum of three (3) calendar days without deduction of salary. Bereavement days may be granted for the death of a person not included in the definition of the immediate family at the discretion of the Superintendent of Schools.

- e. Personal Leave: up to five (5) days annually (unused days may be accumulated as sick leave).
- f. Jury Duty: The Deputy Superintendent shall receive full pay during periods of jury service.
- g. Health Insurance: [Individual or family coverage] District shall pay 82% of premium costs (continued into retirement after 5 years of service); if coverage is waived, the Deputy Superintendent will receive one half of the District's premium costs at the end of the school year capped at the declination rates in effect for the 2013-14 school year which are \$3,925.77 for individual medical coverage, \$8,671.92 for family medical coverage, \$322.98 for individual dental coverage, \$887.40 for family dental coverage, \$79.38 for individual excess medical and vision coverage and \$195.36 for family excess medical and vision coverage.
- h. Dental/Vision Insurance: Individual or family coverage provided by the District (continued into retirement after 5 year of service).
- i. Life Insurance: A \$300,000 term policy provided by the District.
- j. Professional Memberships: Membership in appropriate School Business Associations paid by the District, as approved by the Superintendent.
- k. Professional Conferences: Attendance at appropriate School Business conferences paid by the District, as approved by the Superintendent.
- l. Expense Reimbursement: Reimbursement will be provided by the District for reasonable expenses occurred in the discharge of the Deputy Superintendent's duties, as approved by the Superintendent, based on an itemized account and documentation of such expenses.
- m. Other: The Deputy Superintendent will be provided a cell phone and laptop computer for job-related use.
- n. Tax-Sheltered Annuity Benefits: The Deputy Superintendent, at his option, shall be entitled to the benefits of such employee tax-sheltered annuity as may be available by law and in accord with the School District policy and practices for instructional personnel. The District shall pay into a tax-deferred annuity fund (or other such plan

or program of a tax-deferred nature selected by the Deputy Superintendent) in the annual amount of Five Thousand Five Hundred (\$5,500) Dollars.

- o. Catastrophic leave/Family Sick: Upon approval of the Superintendent of Schools, a maximum of six (6) months catastrophic sick leave may be granted for any single illness.

- p. Career Increment: Upon completing ten (10) years of administrative service in the Port Jefferson Schools, the Deputy Superintendent shall be eligible for career increments as part of salary equal to one (1%) percent of her salary for each year of service as an administrator in the Port Jefferson Schools. These increments shall be cumulative and payable in each of the three (3) school years following the date on which the Deputy Superintendent files a request with the Board and the Superintendent.

For any years following the years in which career increments are paid, the salary of the Deputy Superintendent shall be computed excluding longevity increments.

The career increment may not exceed nineteen (19%) percent in any of the three (3) years during which it is exercised.

The Deputy Superintendent shall be entitled to exercise such election only once during his employment in the District.

4. WRITTEN AGREEMENT:

This agreement shall continue in full force and effect during the term of employment of the Deputy Superintendent unless otherwise terminated, modified or extended in accordance with the provisions of Paragraph "1" hereof, or by an agreement in writing between the parties.

5. 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. If any such deleted provision involves compensation or a money benefit, the undersigned parties agree to negotiate as part of the Agreement in place of such deleted provision a substitute of comparable value thereto, and in the event of an impasse exceeding forty-five (45) days, either party hereto may submit the issue for final disposition, to arbitration by the American Arbitration Association pursuant to its rules, which Association shall be empowered to make

an award of comparable value or compensation as reasonably implements the intent of the parties under the deleted provision.

6. EFFECTIVE DATE:

This Agreement shall be effective on July 1, 2021.

7. ENTIRE AGREEMENT:

This Agreement constitutes the full and complete agreement between the Board and the Deputy Superintendent and may not be altered, changed, added to, deleted from, or modified except through the mutual written consent of the parties. This Amended Agreement supersedes and replaces any prior employment agreement(s) between the parties.

PORT JEFFERSON UFSD



Sean Leister


Ellen Boehm
Board of Education