

EMPLOYMENT AGREEMENT made this 1 day of July, 2021 by and between ROBERT NEIDIG, Assistant Superintendent of Curriculum and Instruction (herein referred to as the "Assistant 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 probationary employment of the Assistant 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 Assistant Superintendent further acknowledges that nothing contained in this Agreement modifies or prevents the Board from abolishing or reducing the position of Assistant 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 Assistant 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 Assistant Superintendent for the period of July 1, 2021 through June 30, 2022, shall be One Hundred Seventy-Two Thousand (\$172,000) Dollars. Increases in compensation and modification to fringe benefits shall be determined as follows:

- a. On or about June 15, 2022, 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 Assistant Superintendent prior to June 30, 2022.
- 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 modification unless modified by mutual agreement.

2. **LONGEVITY INCREMENT:**

The Assistant 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 shall be added to the Assistant Superintendent's scheduled base salary after completion of his third year of service; an additional \$1,500 shall be added to the Assistant Superintendent's scheduled base salary upon completion of his sixth year of service; an additional \$1,500 shall be added to the Assistant Superintendent's scheduled base salary after the completion of his ninth year of service; an additional \$1,500 shall be added to the Assistant Superintendent's base salary after the completion of his twelfth year of service; and an additional \$1,500 shall be added to the Assistant Superintendent's base salary after the completion of his fifteenth year of service.

3. **TENURE AWARD**

If the Assistant Superintendent receives tenure in his position, he shall receive a tenure award comprised of a one-time payment of one thousand five hundred (\$1,500) dollars that will not be included in his base salary.

4. **BENEFITS AND WORKING CONDITIONS:**

- a. **Work Year:** 12 months, exclusive of vacation leave and holidays, as detailed below.
- b. **Vacation Leave:** 30 days annually selected by the Assistant Superintendent, with the approval of the Superintendent. Up to 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 Assistant Superintendent may cash in up to 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.

- i. Carryover of Accumulated Vacation Leave: The Assistant Superintendent shall carry over his outstanding accumulated vacation leave from his prior position as Middle School Principal.
- c. Holidays: 18 paid holidays annually selected by the Assistant Superintendent, with the approval of the Superintendent.
- d. Sick Days: 15 days annually (one half of accumulated days paid at 1/220th upon termination of employment).
 - i. Carryover of Accumulated Sick Leave: The Assistant Superintendent shall carryover his outstanding accumulated sick leave from his prior position as Middle School Principal.
 - ii. Non-Elective Employer Contribution of Sick Days Payment Upon Termination of Employment
 - a. Such payment shall be deposited as a one-time, non-discretionary, non- elective employer contribution to the IRC 403-b account of the Assistant Superintendent. The employer non-elective contribution set forth above shall be contributed to the provider designated by the Assistant Superintendent to receive employer contributions. If the Assistant 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 Assistant Superintendent, as required by law.
 - b. 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 Assistant Superintendent's elective contributions exceeds the applicable annual contribution limitation, the excess amount shall be paid directly to the Assistant Superintendent as compensation, subject to any and all applicable taxes.
 - c. The Assistant 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 Assistant Superintendent's final average salary.

- e. **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 Assistant 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 Assistant 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.
- f. **Personal Leave:** up to 5 days annually (unused days may be accumulated as sick leave).
- g. **Jury Duty:** The Assistant Superintendent shall receive full pay during periods of jury service.
- h. **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 Assistant 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 2012-13 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.
- i. **Dental/Vision Insurance:** Individual or family coverage provided by the District.
- j. **Life Insurance:** A \$300,000 term policy provided by the District.
- k. **Professional Memberships:** Membership in appropriate Curriculum/Instructional Associations paid by the District, as approved by the Superintendent.
- l. **Professional Conferences:** Attendance at appropriate Curriculum/Instructional conferences paid by the District, as approved by the Superintendent.
- m. **Expense Reimbursement:** Reimbursement will be provided by the District for reasonable expenses occurred in the discharge of the Assistant Superintendent's duties, as approved by the Superintendent, based on an itemized account and documentation of such expenses.
- n. **Other:** The Assistant Superintendent shall be provided, at his option, a cell phone and laptop computer for job-related use.

- o. Tax-Sheltered Annuity Benefits: The Assistant 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 Assistant Superintendent) in the annual amount of Three Thousand Five Hundred (\$3,500) Dollars.
- p. Catastrophic leave/Family Sick: A maximum of six (6) months catastrophic sick leave may be granted for any single illness. Absence for family illness and death in immediate family shall not be charged against sick time or personal leave. Exceptions will be considered by the Superintendent.
- q. Additional Insurance: The District will reimburse the Assistant Superintendent in an amount not to exceed \$1,500 per year for an insurance product of his choice.

3. **WRITTEN AGREEMENT:**

This agreement shall continue in full force and effect during the term of employment of the Assistant 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.

4. **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.

5. **EFFECTIVE DATE:**

This Agreement shall be effective on the 1st day of July, 2021.

6. **ENTIRE AGREEMENT:**

This Agreement constitutes the full and complete agreement between the Board and the Assistant 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.

7. **DISTINGUISHED EDUCATOR:**

The Assistant Superintendent shall cooperate fully with any distinguished educator appointed by the Commissioner of Education.

PORT JEFFERSON UFSD

Allen Goller 7/1/21
Board of Education President Date

Robert Neidig 6/30/2021
ROBERT NEIDIG Date