

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT made this 8 day of April, 2022, by and between ISHA MORGENSTERN, Executive Director of Human Resources, 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 employment of Executive Director of Human Resources, her employment status as a probationary administrator and whether she will be granted tenure at the conclusion of her probationary period are subject solely to the procedures set forth at length in various provisions of the Education 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 Executive Director of Human Resources further acknowledges that nothing contained in this Agreement modifies or prevents the Board from abolishing or reducing the position of Executive Director of Human Resources 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 Executive Director of Human Resources 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 Executive Director of Human Resources shall be One Hundred Seventeen Thousand Seven Hundred Fifty Dollars (\$117,750) for the period of July 1, 2021 through June 30, 2022. The annual salary of the Executive Director of Human Resources shall be One Hundred Twenty Thousand One Hundred Five Dollars (\$120,105) for the period of July 1, 2022 through June 30, 2023. The annual salary of the Executive Director of Human Resources shall be One Hundred Twenty Two Thousand Five Hundred Seven Dollars (\$122,507) for the period of July 1, 2023 through June 30, 2024. 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 Executive Director of Human Resources prior to June 30, 2024.

- b. The Executive Director of Human Resources shall be paid in equal installments bi-weekly;
- c. Any increase in the Executive Director of Human Resources 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 Executive Director of Human Resources 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 Executive Director of Human Resources shall be granted longevity increments, as part of her salary, once she 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 Executive Director of Human Resources' scheduled base salary after completion of her third year of service; an additional \$1,500 shall be added to the Executive Director of Human Resources' scheduled base salary upon completion of her sixth year of service; an additional \$1,500 shall be added to the Executive Director of Human Resources' scheduled base salary after the completion of her ninth year of service; an additional \$1,500 shall be added to the Executive Director of Human Resources' base salary after the completion of her twelfth year of service; and an additional \$1,500 shall be added to the Executive Director of Human Resources' base salary after the completion of her fifteenth year of service.

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 Executive Director of Human Resources, with the approval of the Deputy 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 up to 30 vacation days. The Executive Director of Human Resources may cash in up to 30 vacation days at the time of termination of employment contingent upon three years of service to the District. 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 Executive Director of Human Resources 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 Executive Director of Human Resources retires or leaves the district, she will be paid for 50% of her unused sick days to a maximum of 300 days at 1/220th of the then current rate of pay, provided she has at least three (3) years of service to the District.

- 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 Executive Director of Human Resources shall, upon submission of bereavement forms to her supervisor and 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 Executive Director of Human Resources 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. **Catastrophic leave/Family Sick:** Upon approval by the Superintendent of Schools, maximum of six (6) months catastrophic sick leave may be granted for any single illness.
- g. **Personal Leave:** up to 5 days annually (unused days may be accumulated as sick leave).
- h. **Jury Duty:** The Executive Director of Human Resources shall receive full pay during periods of jury service.
- i. **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 Executive Director of Human Resources 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.

- j. Dental/Vision Insurance: Individual or family coverage provided by the District (continued into retirement after 5 years of service).
- k. Life Insurance: A \$300,000 term policy provided by the District.
- l. Professional Memberships: Membership in appropriate areas paid by the District, as approved by the Deputy Superintendent.
- m. Professional Conferences: Attendance at appropriate School Business conferences paid by the District, as approved by the Deputy Superintendent.
- n. Expense Reimbursement: Reimbursement will be provided by the District for reasonable expenses occurred in the discharge of the Executive Director of Human Resources, as approved by the Deputy Superintendent, based on an itemized account and documentation of such expenses.
- o. Tax-Sheltered Annuity Benefits: The Executive Director of Human Resources, at her 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 Executive Director of Human Resources in the annual amount of One Thousand Five Hundred Dollars (\$1,500.00).
- p. Tenure Award: If the Executive Director of Human Resources receives tenure in her position, she shall receive a tenure award of a one-time payment of One Thousand Five Hundred Dollars (\$1,500.00) that will not be included in her base salary.
- q. Career Increment: Upon completing ten (10) years of administrative service in the Port Jefferson Schools, the Executive Director of Human Resources 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 Executive Director of Human Resources 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 Executive Director of Human Resources 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 Executive Director of Human Resources shall be entitled to exercise such election only once during her employment in the District.

- r. The District shall reimburse the Executive Director for tuition costs that she incurred in completing coursework for her SDL certification while employed by the District. The Executive Director will be reimbursed the tuition for each credit bearing course after completion of the course upon presentment of a tuition statement from the educational institution. The maximum reimbursement paid by the District shall be for twelve (12) credits at a cost of \$650.00 per credit, amounting to a reimbursement of \$7,800.00. The District's payment obligation under this provision is conditioned upon the Executive Director remaining employed by the District for the duration of this Agreement, June 30, 2024, and through the following year, June 30, 2025. The Executive Director agrees to reimburse the District for all monies it paid under this provision should she separate from her employment with the District prior to June 30, 2025.

4. **WRITTEN AGREEMENT:**

This agreement shall continue in full force and effect during the term of employment of the Executive Director of Human Resources 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 Executive Director of Human Resources and may not be altered, changed, added to, deleted from, or modified except through the mutual written consent of the parties and replaces and supersedes any and all prior salary and benefits agreement(s) between the parties.

PORT JEFFERSON UFSD


Isha S. Morgenstern


Ellen Boehm
Board of Education