

AGREEMENT made this 1st day of February, 2021, by and between the Board of Education of the Syosset Central School District with offices located at 99 Pell Lane, Syosset, New York (herein referred to as the "Board" or the "District") and Dr. Joseph LaMelza, residing at [REDACTED] (herein referred to as the "Employee").

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 Dr. Joseph LaMelza was granted tenure within the tenure area of "Assistant Superintendent for Pupil Personnel Services" effective July 1, 2012, and his employment status is subject solely to various provisions of the Laws 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 as follows:

1. This agreement shall cover the term of the Employee's employment as Assistant Superintendent for Pupil Personnel Services for the period from July 1, 2020 through June 30, 2022. Nothing herein shall be construed as a guarantee of employment of the Employee for said period. The Employee's continued employment with the District shall be governed by the applicable provisions of the Education Law.
2. The Employee agrees to perform all the services and duties of the position of Assistant Superintendent for Pupil Personnel Services and such other additional services and duties as shall from time to time be delegated to him by the Superintendent of Schools.
3. The Employee shall work the full year, except that the Employee shall not be required to work on those days designated as holidays as indicated on the District's "12 month" calendar. During the Winter, February and Spring recess periods, the Employee shall report to work on days that the Central Office remains open in accordance with the District's "12 month" calendar, when in the Superintendent of School's judgment it is necessary for him to do so to attend to District business.
4. The Employee shall be paid at the annual salary rate of \$207,235, effective July 1, 2020 through December 31, 2020, and a salary of \$208,271 effective January 1, 2021. Said salary shall be paid in equal installments during the school year pursuant to the District's standard payment policy for twelve-month employees. Increases in compensation and/or improvements in fringe benefits for the 2020-2021 school years shall be determined as follows:
 - i. The Board shall meet either prior to or during the 2020-2021 school years to discuss the Superintendent of School's recommendation, if any, as to what appropriate salary increase (and/or other forms of compensation and/or modification of benefits) shall be made to the salary, benefits and other compensation provided by this Agreement. The decision of the

Board shall be communicated to the Superintendent of Schools and thereafter by the Superintendent of Schools to the Employee.

- ii. Any increase in the salary (and/or other forms of compensation or modification of the benefits) of the Employee shall be in writing in the form of an amendment to this Agreement. Notwithstanding the above, any salary (or benefits) increase awarded to the Employee shall not be considered to be a new Agreement between the District and the Employee.

5. The District shall provide to the Employee:

- a. Health Insurance - The District will provide the Employee with individual or family health insurance under the New York State Empire Plan or District approved HMO at no cost to the Employee.
- b. Disability Insurance - The District will provide the Employee with long term disability insurance through a group long term disability policy providing for a 180-day waiting period with income up to 66 2/3% of the first \$25,500 of the Employee's monthly "Predisability Earnings" reduced by "Deductible Income", as those terms are defined by the policy. Any benefits paid to the Employee under individual Social Security, Workers' Compensation or New York State Teachers' Retirement System shall be deducted from the amount paid under the disability program. Any disability shall be certified by either the insurance carrier or medical staff as established by the District.
- c. Dental Insurance - The District will pay for and provide to the Employee individual or family dental care benefits to the Employee.
- d. Life Insurance - Group term life insurance in the amount of three times the Employee's annual salary while actively employed in the District. In the event the Employee is employed by the District at the time of retirement under the New York State Teachers' Retirement System, immediately prior to such retirement, the face value of the life insurance shall be reduced to the Employee's annual salary at the time of retirement. The District will continue to maintain that policy in effect without change for the duration of the Employee's life.
- e. Extended Benefit Allocation - The District will pay to the Employee the sum of \$5,000 as an extended benefit allocation, which may be used by the Employee for the purchase of additional fringe benefits or the enhancement of existing benefits.
- f. Dues and Conferences - Subject to the Superintendent's approval, the full cost of membership dues in professional, national, state and county professional educational associations and the cost of attendance at conferences of such associations.

- g. Automobile Mileage Reimbursement - Automobile mileage reimbursement for the operation of an automobile in Nassau and Suffolk Counties in the discharge of the Employee's duties will be paid quarterly, upon presentation of an itemized statement showing the mileage driven during the preceding month. Reimbursement will be at the rate offered to District employees.
- h. Retirement - In addition to any retirement benefits in the present contract for the Employee, it is understood that a retirement plan is in effect for the Employee that is at least equal to the retirement plan available to the Syosset Principals' Association.
- i. Personal Business Days - The Employee shall continue to be entitled to five personal business days, effective July 1 of each year, to conduct emergency business; *i.e.*, business that could not have been postponed to a non-school day. This amount may be extended, in the Superintendent's discretion, for up to two additional days due to a death, or one day in the event of a serious illness, in the immediate family. Unused personal business days shall neither be accumulated beyond the end of the contract year nor compensated.
- j. Vacation Leave - The Employee is a twelve-month professional employee. During the term of his professional obligation, he shall accrue credit for vacation leave at the rate of twenty-three working days per year. Vacation leave may not be accumulated without the prior approval of the Superintendent of Schools, which shall only be granted under extenuating circumstances or where requested by the Superintendent in the best interests of the District. In no event may the accumulation of vacation leave exceed forty days.

ii. Additional Provisions - the employee shall be permitted to cash-in-up to five (5) unused vacation days at his/her daily rate of pay for the 2020/2021 school year only.

In the event of the Employee's death, retirement, resignation or excessing from the District's service, he shall be compensated for accumulated and unused vacation leave, not in excess of forty days, on the basis of his then current annual salary. In the event of the Employee's death while in the District's service, such payment shall be made to his estate or as otherwise provided pursuant to the Estates, Powers and Trust Law.

- k. Sick Leave - The Employee shall be granted sick leave of up to 180 working days from the inception of an illness.
- l. Consistent with and pursuant to Education Law § 211-B(5)(a), the Employee shall cooperate fully with any distinguished educators appointed by the Commissioner of Education.
- m. The Employee shall be eligible to participate in the following plans:
 - 1. The District's Internal Revenue Code 125 Flexible Spending Plan.

2. The District's Excess (\$1,000,000) Major Medical Plan as it exists as of June 30, 2009, at his expense, and to continue his participation in that plan following separation from employment.
3. The New York State Deferred Compensation (457) Plan at his expense.
4. The District's Tax Sheltered Annuity (403B) Plan at his expense.
6. This Agreement constitutes the full and complete Agreement between the Board and the Employee and may not be altered, changed, added to, deleted from or modified except through the mutual written consent of the parties. This Agreement shall become effective July 1, 2020 and will expire on June 30, 2022.
7. The captions contained in Paragraph 5 are not part of this Agreement and have been inserted for convenience only.

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

BOARD OF EDUCATION
 SYOSSET CENTRAL SCHOOL DISTRICT

Dated:

By: _____
 TRACY FRANKEL
 President, Board of Education

Dated:

 DR. JOSEPH LAMELZA