

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 Gregory Hamilton, residing at [REDACTED], Executive Director Operations (herein referred to as the “Executive Director”).

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 Gregory Hamilton was appointed to the position of Executive Director Operations, within the tenure area of “Executive Director Operations” effective March 13, 2017 and that termination of the employment of the Executive Director may be done by the Board subject solely to the procedures set forth at length in various provisions of the Laws of the State of New York, and that 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 Executive Director’s employment as Executive Director for the period from July 1, 2020 through June 30, 2022. Nothing herein shall be construed as a guarantee of employment of the Executive Director for said period. The Executive Director’s continued employment with the District shall be governed by the applicable provisions of the Education Law.
2. The Executive Director agrees to perform all the services and duties of the position of Executive Director Operations and such other additional services and duties as shall from time to time be delegated to him by the Superintendent of Schools or Deputy Superintendent of Schools.
3. The Executive Director shall work the full year, except that the Executive Director 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 Executive Director 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 Executive Director shall be paid at the annual salary rate of \$173,977 effective July 1, 2020 through December 31, 2020, and a salary of \$174,847 effective January 1, 2021 through June 30, 2021. Said salary shall be paid in equal installments during the school year pursuant to the School District’s standard payment policy for twelve-month employees. Increases in compensation and/or improvements in fringe benefits for the 2020-2021 school year shall be determined as follows:

- i. The Board shall meet either prior to or during the 2020-2021 school year 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 Executive Director.
- ii. Any increase in the salary (and/or other forms of compensation or modification of the benefits) of the Executive Director shall be in writing in the form of an amendment to this Agreement. Notwithstanding the above, any salary (or benefits) increase awarded to the Executive Director shall not be considered to be a new Agreement between the District and the Executive Director.

5. Earned Base Adjustment (EBA):

- i. Effective July 1, 2020, EBA benefit will be granted to salary in the amount of 2.5 % of the employee's then-current salary, which is to be paid in a lump sum subject to the appropriate withholdings during the month of July. This payment will be paid annually, shall be subject to regular withholdings, and shall be reported as regular pay for IRS purposes.

6. The School District shall provide to the Executive Director:

- a. Health Insurance - The District will provide individual or family health insurance under the New York State Empire Plan or District approved HMO. The Executive Director's rate for contribution for health insurance shall be 20% of the cost, and the District will be 80% of the cost. Effective July 1, 2007, if the District's composite annual plan premium rate increase is greater than 10%, the Executive Director will annually contribute 50% of the increase in premium costs exceeding 10%. If the Executive Director has participated in any group health insurance option made available by the District and declines any coverage, individual or family, shall be paid \$1,500 for the declination of individual coverage, or \$3,000 for the declination of family coverage. The payment shall be made annually as additional salary and be included in the Executive Director's last paycheck for the school year.
- b. Disability Insurance - Long term disability insurance under a Metropolitan Life Insurance long term disability policy providing for a 180-day waiting period with income up to \$3,300 a month. Any benefits paid to the Executive Director under individual Social Security, Workers' Compensation or New York State Teachers' Retirement System shall be deducted from the maximum of \$3,300 per month paid under the disability program. Any disability shall be certified by either the insurance carrier or medical staff as established by the District; the cost per month is determined according to a sliding scale depending on the Executive Director's salary.

- c. Dental Insurance - Family dental insurance coverage at a cost to the Executive Director of \$12 per month. Effective July 1, 2007, the monthly premiums for family coverage will be increased by \$7.50 over those in effect for 2006/2007, to provide an additional maximum lifetime benefit of \$1,500, which may be used for any dental product of the Executive Director's choice. The additional cost for individual coverage will be determined by the District following consultation with the District's Plan Administrator.
- d. Life Insurance - Group term life insurance in the amount of \$100,000. In the event the Executive Director 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 \$17,500. The District will continue to maintain that policy in effect without change until age 65. Effective July 1, 2007, the Executive Director may, at his own expense, purchase additional life insurance in \$25,000 increments, up to a total incremental face value of \$200,000.
- e. 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.
- f. Retirement - In addition to any retirement benefits in the present contract for the Executive Director, it is understood that a retirement plan is in effect for the Executive Director that is at least equal to the retirement plan available to the Syosset Principals' Association.
- g. Automobile Mileage Reimbursement - Automobile mileage reimbursement for the operation of an automobile in Nassau and Suffolk Counties in the discharge of the Executive Director's duties will be paid monthly, 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. Personal Business Days – The Executive Director shall 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.
- i. Vacation Leave – The Executive Director 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 School District. In no event may the accumulation of vacation leave exceed forty days.

In the event of the Executive Director’s death, retirement, resignation or excessing from the School 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 Executive Director’s death while in the School District’s service, such payment shall be made to his estate or as otherwise provided pursuant to the Estates, Powers and Trust Law.

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.

j. Sick Leave – The Executive Director shall be granted sick leave of up to 180 working days from the inception of an illness.

k. The Executive Director shall be eligible to participate in the following plans:

1. The District’s Internal Revenue Code 125 Flexible Spending Plan, and to continue to avail himself of all of the options in that plan.
2. The District’s Excess (\$1,000,000) Major Medical Plan as it exists as of June 30, 2008, 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.

7. This Agreement constitutes the full and complete Agreement between the Board and the Executive Director 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.

8. 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:

Gregory Hamilton
Executive Director Operations