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AGREEMENT made this 9th day of October 2018, by and between the Board of Education of the North Merrick Union Free School District, with Administrative Offices at 1057 Merrick Avenue, North Merrick, New York, 11560 (hereinafter referred to as "the Board" or "Employer") and Mr. Thomas P. McDaid, Jr. Esq. residing at 131 Plymouth Blvd, New York Simpson (hereinafter referred to as "Employee"):

WITNESSETH:

WHEREAS, the Employee is currently employed by the Board as Assistant Superintendent for Business and Operations ("Assistant Superintendent"); and

WHEREAS, the Board made such appointment at its Special Meeting on July 17, 2015; and

WHEREAS, the parties mutually desire to continue the Employee's service to the Employer in his current position as a probationary employee, and to specify the terms and conditions of his employment by the Board effective July 1, 2017, in a written agreement, in order to provide a basis for a complete understanding between the parties; and

WHEREAS, the parties have mutually agreed upon the following terms and conditions relative to the Employee's employment by the Board; and

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, and other good and valuable consideration, the parties agree as follows:

I. Term:

The Agreement covers the terms and conditions of employment for the Employee, and continued employment under this Agreement or any subsequent Agreement will be pursuant to the Education Law.

II. Certification:

The Employee represents that he currently possesses and agrees that he shall continue to possess a valid certificate to act as a School District Administrator of a Union Free School District within the State of New York at all times during the term of this agreement.

III. Duties:

The Employee agrees, that under the Superintendent of Schools' direction he shall perform all the services and duties imposed by law, rule or regulation upon the Assistant Superintendent for Business and Operations of a Union Free school district within the State of New York, as well as those imposed by the Board's policies, by-laws, rules and regulations. During the term of this Agreement, the Employee shall continue, as he has in the past, to devote his full time, good faith, best efforts, skill, labor and attention to his employment by the Board.

IV. Salary:

- A. The Employee's Base Annual salary for the 2017-2018 school year shall be increased by two percent of the base salary from the previous year. The Employee's salary for the 2018-2019 school year shall be increased by two percent over the base salary from the previous year. Thereafter the Employee's salary shall be established by the Board, upon the recommendation of the Superintendent of Schools, not later than September 1st. However, in no event shall the Employee's annual salary in any school year be less than the annual salary set for the previous school year. The Employee's salary shall be paid in equal installments on the customary pay days for Central Office staff, during each of the twelve (12) months of each school year.
- B. The following longevity stipends will be paid to Employee. The longevity stipend will be included in the base salary and will be paid in the year following the respective year of service: After 10 years of service, \$2,500; After 15 years of service, \$1000.
- C. Upon the granting of tenure, the base salary of Employee shall be increased by \$5,000 prior to the application of the percentage increase set forth in paragraph (A) above.
- D. Cell Phone:
 - 1. The Employee shall be entitled to a personal cell phone stipend in the amount of \$50 per month. The personal cell phone stipend does not constitute an increase in base pay, nor will it be included in the calculation of percentage increases to base pay.
 - 2. The Employee will be responsible for choosing his own equipment and voice and/or data plan as well as his carrier. The District does not accept any liability for claims, charges or disputes between the service provider and the employee. The Employee is also personally responsible for the equipment, any replacement for loss or damage will be at the expense of the Employee.
 - 3. Recipients of this stipend must continue to maintain the cell phone or device while in receipt of the stipend. Use of the cell phone or device in any manner contrary to local, state, or federal laws will constitute misuse, and will result in immediate termination of the stipend.
- E. Pay: Personnel shall be paid bi-weekly on every other Friday (or Thursday, if Friday is a recognized holiday). Deductions as required by law shall be taken from these payments.
- F. Auto Mileage: Employee shall receive a transportation allowance according to IRS regulations when he is required in the course of his work to drive a personal automobile for school business.

G. Annuity: The Board of Education of North Merrick Union Free School District shall contribute to annuities for the Employee to the extent the Employee submits in writing authorizing such purchases and deduction of expenses therefore from his salary, in accordance with the provisions of Section 3109 of the State Education Law, the amount of such deductions to be remitted to the contracting company for application to a non-forfeitable annuity account maintained under the terms of a contract or contracts qualifying for purposes of Section 3109, issued by said contracting insurers or company.

V. Work Year: the work year for Employee is 12 months.

VI. Insurance:

A. Employee may elect to participate in a District -chosen health insurance plan which shall be equal to or better than the New York State Empire Plan currently provided by the District.

B. The Employee shall have the option to withdraw from participation in the Health Insurance Plan or change coverage from family to individual.

1. If the Employee exercises these options, he must notify the District in writing, by May 1st of his intentions.

2. If the Employee elects to so "opt-out" of the Health Insurance program offered by the District, he shall receive a benefit of a total of 33% of the premium in the first paycheck in January, and the last paycheck in June.

3. If the Employee has withdrawn from the District's Health Insurance Plan, he shall, upon request, be reinstated to coverage under the District's Health Insurance Plan subject to the rules and regulations of the Health Insurance Plan in effect. If the Employee requests reinstatement during a school year, he shall receive a prorated portion of the amount designated in Subsection 2 above. This change can be made once a year.

C. The Board shall provide individual dental coverage for the Employee equal to or better than the Current Plan provided to the Employee. Family dental coverage shall be made available at the Employee's cost.

D. Disability Insurance: Such insurance plan shall be made available at Employee's cost and shall provide benefits equal to sixty percent (60%) of the basic monthly salary to a maximum of \$1,500.00 per month up to the age of 65 in the event of a disability.

E. The District shall provide Employee with the opportunity to participate in a Flexible Benefit Plan, pursuant to IRS section 125, for the purpose of salary reduction for the payment of health premiums and additional options.

- F. The health insurance contribution of the annual premium paid by Employee during active employment shall be 16% in the 17/18 school year and 20% in the 18/19 school year and thereafter.

G. Health Insurance in Retirement:

1. After giving proper notice in writing to the District of Employee's intention to retire and also proper written notice to the New York State Teachers' Retirement System ("NYSTRS") which, is approved, the Board shall pay into retirement 65% of individual Health insurance and if applicable, 50% of family Health insurance as of the date of retirement.
2. If Employee meets the criteria above and has completed 10 years of service to the District, the Board shall pay into retirement 70% of individual Health insurance and if applicable 50% of family Health insurance.
3. If Employee meets the criteria stated above and has completed 20 years of service to the District, the Board shall pay into retirement 75% of individual Health insurance and if applicable, 50% of family Health insurance.

VII. Vacation, Holidays, Leaves and Absences:

A. Vacation:

1. The Assistant Superintendent shall be entitled to twenty-five (25) full vacation days ("vacation allotment") per fiscal year, the scheduling of which shall be based upon the Superintendent's prior approval.
2. At the option of the Assistant Superintendent, he may be reimbursed at the end of the fiscal year, on a per diem basis for the amount of vacation days not taken, not to exceed ten (10) days in any said year. Payment shall be based on 1/240th per day of the then current annual salary.
3. No vacation days shall be carried forward from one fiscal year to the next.
4. The vacation allotment shall be credited as of the start of the term of this Agreement. However, if the Assistant Superintendent separates from employment with the District prior to June 30th of any school year, the vacation allotment shall be prorated according to the Assistant Superintendent's actual time of service during the term of this Agreement ("prorated vacation allotment"). If at the time of separation from employment the Assistant Superintendent has taken paid vacation in excess of the prorated vacation allotment ("excess vacation allotment"), the Assistant Superintendent shall reimburse the District the amount of money paid to the Assistant Superintendent for the excess vacation allotment ("reimbursement amount"); said reimbursement amount will be calculated by multiplying the number

of days of excess vacation allotment by 1/240th of his then rate of pay. The District shall withhold the reimbursement amount from the Assistant Superintendent's final paycheck. If the reimbursement amount equals more than the amount of the final paycheck, the District shall withhold the final paycheck and in addition the Assistant Superintendent must pay the remainder of the reimbursement amount to the District.

B. Holidays: Employee will be afforded the following holidays as scheduled on the school calendar: Independence Day Recess; Labor Day; Rosh Hashanah; Yom Kippur; Columbus Day; Veterans Day; Thanksgiving Recess; Holiday Recess; MLK Day; President's Day; Winter Recess; Spring Recess; and Memorial Day Recess.

C. Leaves and Absences:

1. Sick Leave

- (a) Employee shall be allowed twelve (12) days sick leave in each school year, without loss of salary, plus accumulated sick leave unused by such Employee in any prior school year or years in the District. In no event shall the accumulated leave exceed 180 days, excluding the twelve (12) days of the current year.
- (b) Sick leave used during the current year shall not be replenished by unused leave from prior years in excess of leave credited to the Employee in accordance with subparagraph (a) above.
- (c) The Board shall notify Employee by November 1st of each year as to the amount of accumulated sick leave credited to Employee.
- (d) No use of sick leave shall be made except for bona fide illnesses of the Employee requiring him to absent himself from school. The Superintendent may require a statement or affidavit of the absentee or a medical certificate in respect to each such illness.
- (e) *Sick Leave in Retirement*:
 - i. After giving notice in writing to the Board of Education of intention to retire pursuant to a New York State Retirement Plan, the Employee shall be paid upon retirement, 100% of accumulated unused leave in the District to be paid at 1/210 of the current annual salary, with a maximum payout accumulation of 100 days, which payment shall be paid as a non-elective employer contribution to an IRC 403(b) plan.
 - ii. After giving notice in writing to the Board of Education of the Employee's intention to leave the employ of the District for reasons other than retirement, involuntary separation, or request for resignation by the

District, such employee shall be granted an increase in current salary equivalent to current pay for accumulated sick leave in the District in accordance with the following schedule, or at the option of the Employee, be paid a lump sum payment thereof.

- a. Up to and including 15 years of service in the District – 20% of accumulated sick leave.
 - b. From more than 15 years to and including 20 years of service in the District – 30% of accumulated sick leave.
 - c. From more than 20 years of service in the District – 50% of accumulated sick leave.
- iii. If death of the Employee should occur while in the District's employ, the estate or designated beneficiary of the deceased Employee shall receive such increase in salary that the deceased Employee was entitled to receive at the time of his death.

2. Personal and Bereavement Leave

- (a) Employee shall be allowed five (5) days leave without loss of salary in each school year for personal reasons. All unused personal days shall be accumulated as sick days. When days allowed for sick leave have expired due to illness, personal leave days may be substituted at the discretion of the Superintendent. However, in no event, shall unused personal days increase the maximum payout accumulation of 100 sick days in subparagraph 1(a) above.
- (b) To qualify for personal leave, Employee must certify, in writing on a prescribed District form, to the Superintendent that his personal reason is required, and that the business involved cannot be handled outside of regular working hours. In addition, except for emergencies, Employee must submit his application for personal leave at least 24 hours before the intended taking of same.
- (c) In addition to the five (5) days leave without loss of salary for personal reasons, Employee shall be allowed up to two (2) additional days leave without loss of salary for bereavement for loss of members of his family.

3. Leave for Medical Reasons

- (a) If Employee is or becomes tenured, and it is established by competent medical evidence that Employee is required to take a leave of absence for health reasons, the Board may consider granting a leave of absence, without pay, for a period not to exceed one school year.

- (b) If Employee is or becomes tenured, and it is established by competent medical evidence that Employee is required to take additional leave of absence time extending the initial leave provided in subparagraph (a) above, the Board shall consider granting a leave of absence, without pay, for a period not to exceed an additional school year.
- (c) Until Employee completes his probationary period and becomes tenured, unless otherwise provided by applicable federal, State, and/or local law, rule, or regulation, Employee may receive only one medical leave of absence for a period not to exceed the end of the school year in which the leave is granted. If Employee is unable to return at the end of the leave, the probationary appointment may be terminated.

4. Family Medical Leave (FMLA). FMLA shall be granted in accordance with District Policy # 4152 as adopted.

VIII. Expense Reimbursement:

- A. The District shall pay for all actual expenses of the Employee which are necessary and proper to the discharge of his duties, as approved by the Superintendent of Schools.
- B. Memberships: The District shall pay for the Employee's membership dues in all professional organizations and subscriptions for professional journals appropriate to the Employee's position as approved by the superintendent of schools.
- C. Meetings and Conferences: Upon prior approval of the Superintendent of Schools, the Employee may attend such conferences, conventions, and meetings pertaining to the duties of his position which he deems will be beneficial to the interests of the District, and the District shall reimburse him for all reasonable and necessary actual expenses related thereto.

IX. Insurance: During the period of this agreement the District will provide for the Assistant Superintendent for Business and Operations liability insurance with a single limit of no less than \$1,000,000.00 a year the with Assistant Superintendent for Business and Operations as the named insured. Said insurance shall provide defense and indemnity for all actions, claims, proceedings, suits or litigation brought against the Assistant Superintendent for Business and Operations arising out of or allegedly arising out of or related to employment by the District or any action, activity, event or occurrence which takes place during employment. In addition, the District agrees to indemnify and hold harmless the Assistant Superintendent for Business and Operations from any claims, actions, proceedings, suits or litigation arising out of, allegedly arising out of or in any way related to the Assistant Superintendent for Business and Operations' employment by the District or duties, actions or functions in any way relating to the District, to the extent that insurance coverage is not provided.

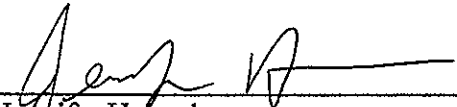
- X. **Workers' Compensation:** In the event that the Business Official incurs a job-related disability which prevents him from performing the duties of his position, the District will shall be entitled to workers compensation consistent with the Workers' Compensation Law. If the Business Official becomes entitled to weekly benefits under the Workers' Compensation Law for any period for which he has received salary, including sick leave, the District shall be entitled to receive a credit against the employee's salary for these weekly benefits.
- XI. **Jury Duty:** In the event the Employee is required to perform jury duty, he shall receive his full pay from the District and shall waive the pay for jury duty service.
- XII. **Termination:** This Agreement may be terminated by resignation or retirement of the Assistant Superintendent, which shall be submitted in writing to the Superintendent of Schools and Board of Education upon no less than thirty (30) days' notice. Termination by the District shall be governed by New York Education Law.
- XIII. **No Guarantee of Employment:** This Agreement shall in no way constitute a guarantee of employment to the Assistant Superintendent during or after the term of this Agreement in accordance with applicable law. Similarly, this Agreement shall not constitute any guarantee that the Board of Education will continue to maintain the position of Assistant Superintendent in accordance with applicable law.
- XIV. **Severability Clause:** If during the term of the contract, it is found that a specific clause of the contract is illegal under Federal or State law, the remainder of the contract not affected by such a ruling shall remain in full force and effect.
- XV. Consistent with and pursuant to Education Law §211-B (5)(a), the Assistant Superintendent shall cooperate fully with any distinguished educators appointed by the Commissioner of Education.
- XVI. Changes to this contract must be mutually agreed upon by the Assistant Superintendent and the District.

XVII. **Legislative Action:** It is agreed by and between the parties that no provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds thereof, shall become effective until the appropriate legislative body has given approval.

**BOARD OF EDUCATION
NORTH MERRICK UFSD**

Dated: 10/16/18


BY:



Jennifer Hyland
Board President

Dated: 10/9/18

BY:



Thomas P. McDaid
Assistant Superintendent