

AGREEMENT, made as of the 1st day of July, 2023 by and between [REDACTED] New York [REDACTED] presently residing at [REDACTED] ("the Superintendent"), and the BOARD OF EDUCATION, HAUPPAUGE UNION FREE SCHOOL DISTRICT, with an office at 495 Hoffman Lane, Hauppauge, New York 11788 ("the Board"). This Agreement will become effective on July 1, 2023 and all prior agreements between the parties will be rescinded as of that date.

WHEREAS, by agreement dated July 2021, the Board employed the Superintendent for a term commencing on July 1, 2023 and ending on June 30, 2025 ("the 2021 Agreement"); and

WHEREAS, the Board and Superintendent now desire to amend the 2021 Agreement and restate all of its terms and conditions as amended.

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the terms and conditions of this Agreement are restated as follows:

1. Term. The term of this Agreement will be 5 years commencing on July 1, 2023 and ending on June 5, 2028. The Board will have the option to extend this Agreement for an additional year upon written notice to the Superintendent before January 1, 2028.

2. Duties. The Superintendent will be the chief executive officer of the Hauppauge Union Free School District ("the District") and will devote all necessary and reasonable time to the faithful and diligent performance of the duties of the Superintendent of Schools in and for the public schools of the District, as such duties are: (i) set forth in Section 1711 of the Education Law of the State of New York, including any amendments thereof or successor statutes thereto; (ii) specified in the Policy Manual of the Board; (iii) normally associated with the position of Superintendent of Schools, including but not limited to, budget formulation and administration, pupil course of study and curriculum, public relations, personnel management and labor relations; (iv) imposed upon or granted to a Superintendent of Schools under the provisions of the Education Law or other statute of the State of New York, or by rule or regulation of the Commissioner of Education; and (v) required by the Board for the appropriate administration of the District.

3. Base Salary. Effective July 1, 2023, the Superintendent will be paid an annual base salary of \$245,000. The annual base salary to be paid to the Superintendent during the second year and each subsequent year of this Agreement will be as follows:

- (a) July 1, 2024 – June 30, 2025: \$257,550
- (b) July 1, 2025 – June 30, 2026: \$267,500
- (c) July 1, 2026 – June 30, 2027: \$277,500
- (d) July 1, 2027 – June 30, 2028: \$285,000

4. Certification. The Superintendent must possess a valid certificate to act as a Superintendent of Schools in the State of New York during the term of his employment in the District.

5. Conferences, Organizations and Expenses. With prior Board approval, which approval will not be unreasonably withheld, the District will pay the fees incurred by the

Superintendent for membership in the American Association of School Administrators, the New York State Council of School Superintendents and the Suffolk County Superintendents Association. Upon prior written approval of the Board, the District will reimburse the Superintendent for expenses incurred in attending conferences sponsored by those three organizations. In addition, with the prior approval of the Board, the District will reimburse the Superintendent for membership in other organizations and for attendance at other conferences. Subject to the approval of the President of the Board, the Superintendent will be reimbursed for reasonable expenses incurred by him in the performance of his duties.

6. Benefits. The Superintendent will be provided:

- (a) The District's individual or family health insurance coverage during the term of employment, with seventy-five percent (75%) of the premium costs to be borne by the District for such coverage. In retirement, death or disability, the District will pay seventy-five percent (75%) of the premium for individual or family health insurance coverage (in the event of the Superintendent's death, his unremarried and otherwise eligible spouse and eligible dependents will be able to continue this benefit);
- (b) The District's self-insured dental program during the term of employment, with ninety-five percent (95%) of the applicable premium equivalent rate to be borne by the District;
- (c) The District's group term life insurance policy during the term of employment, with a death benefit equal to two (2) times the Superintendent's current salary with the premium costs to be borne by the District;
- (d) The District's disability insurance policy during the term of employment, with the premium costs to be borne by the District; and
- (e) An automobile allowance of \$500.00 per month paid by the District. This allowance will be in lieu of any mileage expenses. The Superintendent will be required to use his own vehicle to fulfill his official duties. The Superintendent must comply with all applicable Internal Revenue Service regulations regarding use of vehicles.

7. Vacation Days, Personal Days, Sick Days, and Bereavement Days.

- (a) The Superintendent will be entitled to the below-listed vacation days, personal days, sick days and bereavement days during each school year (defined as the

twelve (12) month period commencing July 1 and ending June 30) during the term of this Agreement.

(i) Vacation Days.

- a. The Superintendent is entitled to the following number of days of paid vacation during each of the following school years:

- July 1, 2023 – June 30, 2024 – 31 days
- July 1, 2024 – June 30, 2025 – 33 days
- July 1, 2025 – June 30, 2026 – 34 days
- July 1, 2026 – June 30, 2027 – 34 days
- July 1, 2027 – June 30, 2028 – 34 days

These days of paid vacation do not include Saturdays, Sundays and days on which the District's administration offices are closed. The days of paid vacation must be taken at convenient times upon reasonable advance notice to the Board President. No more than two (2) consecutive weeks of vacation are to be taken without the Board President's approval.

- b. In each year of this Agreement, the Superintendent is entitled to receive a cash payment in lieu of vacation days for up to a maximum of twenty-one (21) days. Said days will be compensated at a per diem rate of 1/220th of the Superintendent's Final Annual Base Salary.

- (ii) Personal Days. The Superintendent is entitled to three (3) paid personal days during each school year. Prior reasonable notice of use of such days must be given to the Board. Personal days may not be "banked," "accumulated," or "carried over" from year-to-year. Unused personal days have no cash value.

- (iii) Sick Days. The Superintendent is entitled to fifteen (15) paid sick days during each school year. Sick leave may be taken only for the personal illness of the Superintendent or members of his immediate family, or any other person residing with the Superintendent, where the Superintendent's presence is required. The Board may request a doctor's certificate for any period of absence in excess of five (5) working days. Unused sick days may be carried over from year-to-year, subject to a total accumulation of two-hundred (200) such days. For the purposes of this paragraph, sick days are deemed to accrue on a monthly basis at the rate of one-twelfth of the annual entitlement. Upon retirement, death or disability of the Superintendent, he will be entitled to receive the equivalent cash value for accumulated sick

leave, at 1/220th of his Final Annual Base Salary, to a maximum of 100 days.

- (iv) Bereavement Days. The Superintendent is entitled to five (5) paid bereavement days. Bereavement days may be taken in connection with the death of a member of the immediate family, which is defined as mother, father, sisters, brothers, spouse, children, grandparents, grandchildren, mother-in-law, father-in-law, step-children and foster children. One (1) paid bereavement day will be provided for the death of a relative other than immediate family.
- (b) The Superintendent will be credited with his current bank of accumulated sick leave for service to the District. Any sick days used by the Superintendent will first be taken from the sick days provided for in Section 6(a)(iii) of this Agreement.
- (c) The Superintendent must provide the Board with a quarterly written summary of his vacation, personal, sick and bereavement day entitlement and usage, as well as his absences due to professional conferences and other work.
- (d) If this Agreement is terminated prior to the end of a contract year, all benefits/entitlements referred to herein will be adjusted on a pro-rata basis, using 1/220th as the basis (which basis will apply to all terms of this Agreement, with the exception of vacation days as previously set forth).
- (e) Provided the Superintendent gives six months prior written notice of his intention to separate from the District, the Superintendent will receive payment upon the termination of his employment (except for cause) of his unused vacation days and sick days at the rate of 1/220th of his then salary up to a maximum of fifty (50) days.

8. Tax-Sheltered Annuity. The Superintendent may have deducted from his salary contributions to a tax-sheltered annuity. The tax-sheltered annuity deduction amount will be at the sole discretion of the Superintendent, in accordance with law. In addition, the District will make an annual, non-elective contribution of:

- (a) Five Thousand Dollars (\$5,000.00); and
- (b) the additional sum, if any, pursuant to Appendix A.

The non-elective contribution will be made to the tax-sheltered annuity identified by the Superintendent subject to the terms of the District's tax-sheltered annuity plan. To the extent reasonably possible, the contribution will be made by the District in two equal installments on or about January 1 and on or about June 30 of the applicable year.

In the event that the payments pursuant to this Paragraph 7 exceed the maximum contributions permitted pursuant to the Internal Revenue Code, then the excess amount of the payments will be paid on or about January 1 of the applicable year directly to the Superintendent. The Superintendent may not receive cash in lieu of or as an alternative to any employer non-elective contribution. The Superintendent acknowledges that the District has made no representation to him as to the position of the Internal Revenue Service ("IRS") regarding the tax-deferred status of these contributions. The Superintendent will sign a release agreement prepared by the District indemnifying, saving and holding the District and any of its employees, representatives, officers and/or members of the Board of Education harmless against any and all claims, demands, suits or other forms of liability including, but not limited to, legal expenses, tax penalties or other remedies imposed by the IRS, that may arise out, or by reason, of any action taken or not taken by the District or any of its employees for the purpose of complying with this paragraph and/or the law.

9. Jury Duty. Upon receiving a notice for jury duty, the Superintendent must promptly notify the Board and advise the Board as to the impact of the jury service upon the District. If required to serve as a juror, the Superintendent will be paid full salary, without loss of vacation days or personal days, during the term of civic obligation. He will remit to the District the total per diem jury duty fees paid for jury service and travel.

10. Meetings. The Superintendent will receive notice of and will attend all regular and special meetings of the Board, as well as all executive and work sessions, with the exception of executive sessions held for the purpose of discussing the terms and conditions of the Superintendent's employment, his job performance and other like matters, reasonably related thereto.

11. Performance Evaluation. The Board will meet with the Superintendent in executive session each year prior to April 30th to conduct an evaluation of the Superintendent's performance and review his working relationship with the Board in accordance with the criteria developed by the Board in consultation with the Superintendent.

12. Hearing Procedures. The Superintendent will not be discharged, suspended or otherwise disciplined and this Agreement will not be terminated, without just cause and only following a fair hearing before an impartial hearing officer.

In the event the Board determines to institute a disciplinary proceeding against the Superintendent, the following procedures will control:

- (a) The Board will serve the Superintendent with a particularized written statement of the charges against him.
- (b) An impartial hearing officer will be selected in the manner prescribed for the selection of arbitrators pursuant to the Labor Arbitration Rules of the American Arbitration Association.
- (c) The Superintendent will have the right to a minimum of 30 calendar days between the service of the charges and the commencement of any hearing

hereunder; the right to be represented by counsel at all stages of said proceeding; the right to have all testimony taken under oath; the right to present witnesses on his own behalf; the right to question witnesses against him by cross-examination; the right to present real and tangible evidence in the form of documents, papers and other such evidence; and the right to receive without cost an accurate written transcript of each day of the proceedings as recorded by a certified court stenographer.

- (d) The Superintendent will receive his full pay and benefits as provided by this Agreement until the final determination of the Board. The Board will have the right to suspend the Superintendent from his duties, provided that his full pay and benefits are granted during the period of suspension.
- (e) The decision of the hearing officer will contain express findings of fact, and, if appropriate, conclusions of law, as well as the hearing officer's recommendation regarding guilt or innocence on each of the charges before the hearing officer.
- (f) The Board and the Superintendent agree that the decision of the hearing officer will be advisory.

13. Annual Extensions and Renewal. The Board will meet on or before June 30th of each year to determine if it wishes to extend the term of this Agreement for an additional period of one year. If the Board proposes to extend the term of the Superintendent's employment for an additional period of one year, a successor employment contract will be entered into on or before June 30th of that year. Notwithstanding any other provision of this Agreement, the employment of the Superintendent will not be renewed except by affirmative resolution of the Board. The failure of the Board to renew this Agreement by June 30th of a given year will be deemed notice of non-renewal and this Agreement will expire by its own terms on June 5, 2028, unless extended by an affirmative resolution of the Board prior to that date.

14. Governing Law and Choice of Forum. This Agreement is subject to, governed by, enforced according to and construed according to the laws of the State of New York, without regard to the conflicts of laws provisions thereof. Any dispute arising under this Agreement will be litigated in a New York State Court in Suffolk County, New York.

15. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter thereof and supersedes any and all other agreements, understandings and representations, written or oral, by and between the parties.

16. Modification: This Agreement may not be changed orally, but only by an agreement in writing (in accordance with Education Law §1711) signed by the party or parties against whom an enforcement of any waiver, change, modification, extension or discharge is sought. Any waiver of any term, condition or provision of this Agreement will not constitute a waiver of any other term, condition or provision, nor will a waiver of any breach of any term, condition or provision constitute a waiver of any subsequent or succeeding breach.

17. Negotiated Agreement: This is a negotiated Agreement. It will not be construed against any party by reason of this Agreement being prepared by that party's attorney. Each party warrants that it/he has full power to execute, deliver and perform this Agreement and has taken all actions required by law, organizational documents or otherwise to authorize the execution and delivery of this Agreement.

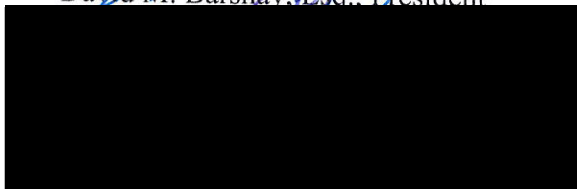
18. Severability. The invalidity or unenforceability of any provision herein will in no way affect the validity or enforceability of any other provision.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BOARD OF EDUCATION OF THE
HAUPPAUGE UNION FREE SCHOOL DISTRICT

By: _____

David M. Barshay, Esq., President



APPENDIX A

[illegible]

The District Data Coordinator (DDC) will submit the ARD and 4-YR data to the office of the Deputy Superintendent by June 30th of each school year. The Deputy Superintendent will certify the data and submit it to the Office of Payroll via interoffice memorandum. Payments made pursuant to Paragraph 7(b) of the Agreement and this Appendix A, if any, will be paid in two equal installments as set forth in Paragraph 7. End of year data (by June 30th) will determine the payment amount for the following school year. For example, if the DDC certifies data on June 30, 2024, any payments pursuant to Paragraph 7(b) of the Agreement and this Appendix A will be paid on or about January 1, 2025, and June 30, 2025 and be based on the 24-25 salary of the Superintendent.