

AGREEMENT made this ____ day of October 2023 by and between the BOARD OF EDUCATION OF THE DEER PARK UNION FREE SCHOOL DISTRICT, SUFFOLK COUNTY, NEW YORK (hereinafter the “Board”), and JAMES CUMMINGS residing at [REDACTED] (hereinafter the “Superintendent”).

WITNESSETH:

WHEREAS, the Board employed the Superintendent as the Chief Executive and Administrative Officer of the Deer Park Union Free School District (“District”) beginning July 1, 2019, and

WHEREAS, the Board has offered to continue the employment of the Superintendent as the chief executive and administrative officer of the District upon the terms and conditions set forth herein for the period commencing July 1, 2023 through June 30, 2028; and

WHEREAS, the Superintendent has accepted the Board’s offer of employment on the terms and conditions set forth herein; and

WHEREAS, it is the parties’ belief that a written contract fully specifying the terms and conditions of the Superintendent’s employment by the District will promote effective communication and true understanding between the parties; and

WHEREAS, the parties have mutually agreed upon the following terms and conditions relative to the Superintendent’s employment by the District;

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

1. Offer of Employment

The Board, pursuant to Section 1711(3) of the New York Education Law, and in accordance with the resolution duly moved, seconded and adopted at a meeting held on 10/24/2023 hereby offers to employ the Superintendent upon the terms and conditions set forth in this Agreement.

2. Acceptance by Superintendent

The Superintendent hereby accepts said offer of employment and agrees to perform to the best of his ability the duties of such position.

3. Term of Employment

A. The Superintendent's term of employment shall be for a five (5) year period, commencing July 1, 2023 and terminating June 30, 2028, unless further extended or sooner terminated, as hereinafter provided.

B. Any extension of the term of the Superintendent's employment shall be in the form of an amendment to this Agreement, and shall be upon the same terms and conditions as herein set forth, unless otherwise agreed in writing by the parties; and it shall not be considered that the Board and the Superintendent have entered into a new Agreement unless expressly stated in writing and signed by both parties hereto.

C. The Board shall notify the Superintendent on or before December 1, 2027 whether it intends to extend his employment beyond the June 30, 2028 expiration of the term of this Agreement. The failure of the Board to act in accordance herewith shall not cause this

Agreement or the employment of the Superintendent to be extended beyond the then current expiration date.

D. In the event that the Board notifies the Superintendent of its intention to extend his appointment as Superintendent of Schools, then within fifteen (15) days of such notice, the Superintendent shall advise the Board in writing as to whether he intends to accept an extension of his appointment.

E. In the event the Board determines not to renew the Superintendent's employment beyond the term of this Agreement, the Board shall give the Superintendent written notice of its intent not to renew six (6) months prior to the expiration of this Agreement.

F. The Superintendent agrees to provide the Board with written notice of his intention to resign from his position for any reason at least six months in advance of the effective date of his resignation.

4. Superintendent's Duties and Responsibilities

A. The Superintendent shall be the Chief Administrative Officer of the District and shall have the power and obligation to perform all those duties and to accept all those responsibilities as are:

- (1) set forth in Section 1711 of the Education Law of the State of New York, including any amendments thereof or successor statutes thereto;
- (2) specified in the Policy Manual of the Board;
- (3) 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, collaboration with board on policy development and/or revision, and/or district safety initiatives;

(4) 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.

B. Without limiting the foregoing, the Board acknowledges that the Superintendent shall have the following specific authority, right and responsibility:

(1) Upon prior written notice to the Board, to organize and reorganize the District's administrative, supervisory, and support staff, including instructional and non-instructional personnel, in a manner which, in the Superintendent's judgment, best serves the District, specifically including the authority of the Superintendent to initiate and effectuate all transfers of the District professional staff and non-professional staff from one job assignment or place of employment to another, and to transfer teachers from one grade to another, and to report immediately any such transfers or reassignments to the Board for its consideration and action;

(2) to make recommendations to the Board as a prerequisite to either the appointment or the termination of employment of instructional personnel;

(3) to supervise and direct associate, assistant and other superintendents, directors, supervisors, principals, teachers, civil service employees and all other persons employed in either the business management or the instructional activities of the District.

C. The Board may, from time to time, in conjunction with the Superintendent and upon mutual consent, prescribe additional duties and responsibilities, except that it shall not, without consent, adopt by-laws or resolutions nor, in any way, manner or means, impair, reduce

or reassign the duties and responsibilities of the position of Superintendent. If additional duties and responsibilities are assigned, the same shall be in character and consistent with the position of Superintendent, except that the Superintendent shall not be assigned duties now performed by Assistant Superintendents, except if mutually agreed upon.

D. With respect to their relationships to one another and the determination of their respective powers and duties, the parties acknowledge that they are both subject to the laws of the State of New York and the applicable rules and regulations of the Board of Regents and the Commissioner of Education of the State of New York.

5. Board Referral

The Board shall promptly and discreetly raise with the Superintendent, in writing, for his study and recommendation, any and all criticisms or complaints regarding the administration of the District or the Superintendent's performance of his duties.

6. Certification

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

7. Compensation

A. The Superintendent's base salary for the period July 1, 2023 through June 30, 2024 shall be \$254,000. The Superintendent's base salary for each subsequent year (July 1 through June 30) of this Agreement shall be increased by the same percentage as the tax cap, provided, however, that the Superintendent's salary increase shall not be less than one percent

(1%), or greater than two percent (2%). In no event shall the Superintendent's base salary be less than the base salary he received in the preceding year.

B. The Superintendent shall be paid in equal installments in accordance with the rules of the Board governing salary payment to other District administrative employees.

C. Any increase in the Superintendent's base salary shall be in the form of an amendment to this Agreement, and it shall not be considered that the Board and the Superintendent have entered into a new Agreement, unless expressly stated in writing and signed by the parties hereto.

D. At no time shall the compensation of any District employee equal or exceed that of the Superintendent.

E. The Superintendent shall receive \$4,000 annually, not added to base salary, in recognition of his twenty years of service in the Deer Park School District. The Superintendent shall also be eligible for longevity stipends for years completed as Superintendent, not added to base salary, in accordance with the following:

Completion of three years: \$5,000 annually

Completion of six years: Additional \$5,000 annually

Completion of nine years: Additional \$5,000 annually

F. The Superintendent shall receive a leadership stipend for years completed as Superintendent, not added to base salary, in accordance with the following:

For the 2024-25 school year: \$7,500

For the 2025-26 school year: \$7,500

For the 2026-27 school year: \$7,500

For the 2027-28 school year: \$7,500

8. Performance Evaluation

A. The Board shall establish performance goals and performance criteria on or before September 1st of each year of the Agreement. The Board shall devote at least a portion of one meeting prior to February 15th in each year of the Superintendent's employment by the District to a general discussion in executive session between the Board and the Superintendent with respect to his performance and his working relationship with the Board. A written memorandum summarizing that discussion shall be provided to the Superintendent by the Board subsequent to such discussion.

B. The Board shall devote at least a portion of the last Board meeting of each school year, but no later than June 30th of that same year, in each year of the Superintendent's employment by the District to do an evaluation in executive session of his performance and his working relationship with the Board. The evaluation shall be based upon performance criteria established by the Board. The Board shall reduce its evaluation to writing. The Superintendent shall be provided with a copy of the written evaluation, which shall include the vote of the Board, at least ten days prior to the Executive Session of the Board scheduled to discuss such evaluation.

C. The meetings above-mentioned shall be mutually scheduled by the Superintendent and the Board.

D. The performance evaluation prepared pursuant to this paragraph shall be confidential and shall be kept so by the Board, individual Board members, and the Superintendent to the extent permitted by applicable law.

9. Meetings

A. The Superintendent shall receive notice of, and shall attend and participate in, any and all meetings of the Board, including, but not limited to, executive sessions, work sessions, regular Board meetings, special Board meetings, emergency Board meetings, and the like, together with the right to attend and participate in, at his option, the meetings of any Board-appointed committee and/or Board-appointed citizens committee. Notwithstanding the foregoing, the Board may conduct executive sessions outside the presence of the Superintendent for the purposes of preparation of the Superintendent's evaluation, consideration of salary increases or the discipline and/or discharge of the Superintendent, or any other matter in connection with the Superintendent's performance.

B. In the event that a special meeting is called while the Superintendent is out of the District, the Board shall make a reasonable effort to contact the Superintendent to make him aware of the nature of the meeting and to afford him the opportunity to assign a designee to attend.

10. Other Benefits

In addition to the annual compensation specified in paragraph 7 ("Compensation") of this Agreement and other benefits contained expressly herein, the Superintendent shall be entitled to receive the following benefits during the term of this Agreement:

A. Insurance: While employed by the District, the Superintendent and his family shall be entitled to coverage under the District's health, dental, and optical insurance plans. The Superintendent shall contribute twenty percent (20%) of the annual premium cost for such coverages, and in no event shall the Superintendent's premium cost for such coverages exceed twenty percent (20%) of the annual premium.

B. Insurance in Retirement: Upon retirement from the District, the Superintendent shall contribute the same percentage rate of contribution toward the health insurance premium (individual or family coverage, at the Superintendent's option), dental insurance premium and vision insurance premium as he contributed immediately prior to the effective date of his retirement. In the event that the Superintendent shall predecease his spouse, his surviving spouse shall be entitled to continue her health insurance coverage only, for which she shall contribute the same percentage rate of the premium for her coverage as immediately prior to the Superintendent's death.

C. The District shall provide the Superintendent the opportunity to participate in a tax-deferred annuity through the "clearing house" utilized by the District.

D. Excess Major Medical Coverage shall be made available by the District to the Superintendent upon the Superintendent making the necessary payment.

E. The District shall provide the Superintendent with a term policy for life insurance in the amount of \$300,000.00 at no cost to the Superintendent.

F. Long Term Disability Coverage shall be made available by the District to the Superintendent upon the Superintendent making the necessary payment.

G. Holidays: The holidays listed in the collective bargaining agreement for the District's Non-Teaching Employees bargaining unit shall be days of non-attendance and not counted as part of the Superintendent's thirty (30) vacation days.

11. Vacation Leave

A. The Superintendent shall have a twelve-month work year (July 1 through June 30), which shall include school recess periods. He shall be credited with thirty (30) vacation days at the start of each year, and such days shall be considered earned at the rate of 2.5 days per month. The Superintendent may use vacation days in advance of earning, provided, however, that in the event the Superintendent shall leave the District's employ prior to June 30th, the value of unearned vacation days used shall be deducted from his final pay. Vacation days are to be taken at the discretion of the Superintendent and may not be carried over from year to year.

B. The Superintendent may sell back to the District prior to June 30th in each year during the term of this Agreement unused vacation days, up to a maximum of ten (10) days in each year of this Agreement for which he will be paid for each such day at the rate of 1/220th of his then-current annual base salary.

C. Upon retirement from the District, the Superintendent shall be entitled to payment for up to twenty (20) unused vacation days, paid at the rate of 1/220 of his final year's base salary.

12. Other Leave

A. The parties agree that, notwithstanding any prior agreement, as of July 1, 2023, the Superintendent's total number of accumulated sick days shall be deemed to be 219.5 days, including thirteen (13) sick days credited to him for the 2023-24 year. During each

subsequent year of the Agreement, the Superintendent shall be credited with thirteen (13) sick days per year, earned at the rate of 1.083 days per month. The Superintendent shall be entitled to accumulate unused sick days to a maximum of two hundred and fifty (250) days during the period of his employment with the District. The parties agree that sick days may be used solely for illness during the course of the Superintendent's employment by the District, and that there shall be no payment for unused sick days at any time, including at the time of the Superintendent's retirement.

B. The Superintendent shall be credited with five (5) days to be used for personal business each year. Any unused days will be carried over as accumulated sick leave.

C. The Superintendent shall be permitted five (5) days of bereavement leave in the event of the death of the Superintendent's spouse, child, sibling or parent. In case of the death of the Superintendent's parent-in-law, grandparent, or grandchild, the Superintendent shall be granted three (3) days leave of absence.

D. The Superintendent may use up to a total of three (3) sick days in any one school year for the illness of his spouse, child or parent.

13. Expense Reimbursement

A. Subject to Board approval, the Superintendent is authorized to incur reasonable expenses in the discharge of his duties, including, but not limited to, expenses for travel and lodging, professional association dues and fees; attendance at professional conferences and meetings on national, state and local levels, and similar items related to his employment.

B. The Board will pay or reimburse the Superintendent for such expenses upon presentation of an itemized account of such expenditures, within thirty (30) days of the date incurred.

C. The Board shall reimburse to the Superintendent the dues for the Superintendent's membership in professional and local business/civic associations. Such associations shall include, but shall not necessarily be limited to, the Suffolk Chief School District Administrators, New York State Council of School Superintendents, the American Association of School Administrators and the Association for Supervision and Curriculum Development.

14. Working Facilities

The Board shall furnish the Superintendent with a private office, secretarial assistance (selected by him from District personnel), and other such facilities and services suitable to his position and appropriate for the Superintendent to perform his duties.

15. Indemnification

In addition to those rights provided by law, the Board agrees to provide legal counsel and to indemnify the Superintendent against all uninsured financial loss arising out of any claim, demand, suit, or judgment by reason of alleged negligence or conduct resulting in bodily or other injury to any person or damage to the property of any person committed while the Superintendent is acting within the scope of his employment or under the direction of the Board, provided notice is given to the Board within seven days of receipt by the Superintendent.

16. Disability

In the event that by reason of illness, accident, or other cause beyond his control, the Superintendent shall be incapacitated from rendering the services required of him, he shall be entitled to a leave with full pay and benefits for a period of one hundred and eighty (180) calendar days beyond the exhaustion of his accumulated and unused leave entitlements. In the event that at the conclusion of such period, the Superintendent remains unable to perform his duties, the Superintendent may request that the Board grant him additional leave. Such request must be supported by a letter from his treating physician/health care provider, stating a date when the physician or health care provider anticipates that the Superintendent will be able to return to the full performance of his duties. The Board may, in its sole discretion, grant or deny an additional period of leave.

17. Termination

Throughout the term of this Agreement, the Superintendent shall be subject to discharge for physical disability which precludes him from the performance of his duties, and for good and just cause. The Superintendent shall have the right to service of written charges, notice of hearing and a fair hearing conducted before an impartial hearing officer who will hear and make recommendations to the Board with respect to the disposition of any charges filed. Such hearing shall not be scheduled prior to thirty (30) days after the date of mailing of such charges. If the Superintendent chooses to be represented by legal counsel at such hearing, said legal expenses shall be borne solely by the Superintendent. For purposes of this Agreement, an "impartial hearing officer" shall be independent, not an officer, employee or agent of the District, and shall not have participated in any manner in any events leading up to or referred to in the written charges. The hearing officer shall not be considered to be an officer, employee or agent of the District solely

because the hearing officer is compensated by the District for his/her services as a hearing officer. The Board shall have the burden of proof with respect to all charges based upon the preponderance of the evidence. No termination proceeding can be initiated based upon the physical disability of the Superintendent until such time as all extended sick leave/disability coverage has been exhausted. The Superintendent shall receive his full pay and benefits as provided by this Agreement until the completion of said hearing and the final decision by the Board as to the recommendations of the hearing officer. The Superintendent may be suspended from his duties, but shall receive his full pay and benefits as provided by this contract until the completion of said hearing. The foregoing shall remain in full force and effect during the pendency of the proceedings herein described and until the implementation of the decision of said hearing officer by the Board. The decision of the hearing officer shall contain express findings of guilt or innocence on each of the charges and/or specifications thereto. The decision of the hearing officer shall constitute a recommendation to the Board of Education, whose decision shall be based solely upon the record of the proceeding before the hearing officer. The Board's decision may be appealed to the Commissioner of Education pursuant to Education Law Section 310, provided, however, that the Superintendent shall not be entitled to pay and benefits during the pendency of any appeal.

18. Miscellaneous

A. This Agreement shall continue in full force and effect for the term expressed herein unless otherwise terminated, modified or extended in accordance with the provisions of paragraph 3 hereof, or by an Agreement in writing between the parties.

B. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

C. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

D. This Agreement shall be construed and enforced in accordance with the laws of the State of New York

E. The failure of either party at any time to require the performance by the other of any of the terms, provisions or Agreements hereof shall in no way affect the right thereafter to enforce same and shall not constitute the waiver of either party of any breach of any of the terms, provisions or Agreement or be construed as a waiver of any succeeding breach.

F. The original of the Agreement shall be filed with the clerk of the Board of Education.

19. Effective Date

This Agreement shall be effective as of July 1, 2023.

FOR THE BOARD OF EDUCATION:

_____ Dated: _____ JAMES CUMMINGS Dated: _____
DONNA ELLIOTT
PRESIDENT