

AGREEMENT, made as of the ___ day of March, 2022 by and between Dr. Jordan Cox, presently residing at [REDACTED] (the "Superintendent"), and the BOARD OF EDUCATION, COMMACK UNION FREE SCHOOL DISTRICT, with an office at Hubbs Administration Center, Clay Pitts Road, East Northport, New York (the "Board"). This Agreement will become effective on July 1, 2022 and all prior agreements between the parties will be rescinded as of that date.

1. Term. The term of this Agreement will be 4 years commencing on July 1, 2022 and ending on June 30, 2026. The word "year" for all purposes of this Agreement will mean the 12-month period commencing July 1 and ending June 30.

2. Duties. The Superintendent will be the chief executive officer of the Commack 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. The Superintendent will be paid an annual base salary of Two Hundred Thirty-Eight Thousand Dollars (\$238,000) to be paid in convenient installments in the same manner as other District administrative employees. The Superintendent's compensation for each subsequent twelve-month period of employment will be determined by the Board no later than June 15th in each year. However, in no event will the Superintendent's base salary for any twelve-month period of employment be less than the amount of base salary received during the preceding twelve-month period.

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. Professional Meetings and Organizations and Expenses. 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. In addition, with the prior approval of the Board, the District will reimburse the Superintendent for membership in other organizations. The Superintendent shall be entitled to attend the NYS Council of School Superintendents new superintendent institute. The Superintendent may attend professional conferences and meetings and have reasonable expenses associated with such attendance reimbursed provided that such amounts are within the budgeted amount. Board approval shall be required for meetings and conferences outside the budgeted amount.

6. Benefits. During the term of this Agreement, the Superintendent will be provided:

- (a) The District's individual or family health insurance coverage during the term of employment, with Eighty percent (80%) of the premium costs to be borne by the District for such coverage. In retirement, death or disability, the District will pay one-hundred percentage (100%) of the premium for individual coverage and thirty-five percentage (35%) for family coverage. Upon eligibility for Medicare, the District will pay Fifty percent (50%) of individual and Thirty-Five percent (35%) of family medical coverage;
- (b) The District will pay Eighty percent (80%) of the premium for dental insurance provided by the District's current dental plan or any successor plan;
- (c) The District will provide group term life insurance policy with a face value of his annual salary. The proceeds of the policy will be distributed exclusively to the beneficiaries named by the Superintendent;
- (d) Disability coverage in the amount of the Superintendent's full salary for six (6) months; and
- (e) If the Superintendent is required to use his personal vehicle to fulfill the duties of his job, he will be reimbursed for mileage in

accordance with then current U.S. Internal Revenue Service rates.

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 during the term of this Agreement.

(i) Vacation Days.

- a. The Superintendent is entitled to Thirty (30) days of paid vacation during each school year credited on July 1 of each school year. Vacation time will be prorated for the portion of the year worked should you leave the District at any time other than June 30. 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 ten (10) days. Said days will be compensated at a per diem rate of 1/220th of the Superintendent's annual base salary. Such compensation will be made during the first pay period in the July following the year in which said vacation days are earned but not used. Any unused vacation days that are not taken in payment will be lost and may not be accrued. In the event of the Superintendent's death during the term of this Agreement, his estate will receive payment for accumulated vacation days at the per diem rate of 1/220 of his then annual base salary.
- c. The Superintendent will be paid for the vacation days which are accrued by him as of June 30, 2022, at the rate of 1/200th of his 2021-2022 compensation.

- (ii) Personal Days. The Superintendent is entitled to three (3) paid personal days during each school year. The parties anticipate that personal days will not be contiguous to a school holiday, unless justified by the Superintendent with a valid explanation such as family illness, family emergency, legal matters or business concerns. 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 twelve (12) 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 seventy-five (75) 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. The Superintendent will be credited with his current bank of accumulated sick leave for prior service to the district.
 - (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, stepchildren and foster children. One (1) paid bereavement day will be provided for the death of a relative other than immediate family. Unused Bereavement days will be lost and will not accrue.
- (b) The Superintendent must provide the Board and HR with a monthly written summary of his vacation, personal, sick and bereavement day usage, as well as his absences due to professional conferences and other work.

- (c) 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.
- (d) 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 Eighty-Five (85) 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.

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. Physical Examination. At the request of the Board and at the expense of the District, the Superintendent agrees to have a comprehensive medical examination at least once each year during the term of this Agreement. Within a reasonable time after any such examination, a written report from the examining physician certifying to the physical competency of the Superintendent to perform the duties of his position shall be filed with the Clerk of the Board and treated as confidential information.

11. Extended Illness or Disability. Should the Superintendent be unable to perform his duties by reason of illness or other cause and such disability continues for a period in excess of six (6) months, after use of accumulated leave time or is permanent or of such a nature as to make the performance of his duties impossible, the Board may, at its option, terminate this Agreement, whereupon the respective duties, rights and obligations of the parties hereunder shall cease and terminate. The determination as to disability shall be made by a physician selected by the District's physician and the Superintendent's personal physician. If disability is permanent, the Superintendent will receive full payment for unused accumulated leave time notwithstanding any contractual caps on payment for such leave time.

12. 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.

13. Performance Evaluation. In accordance with the evaluation procedure on file with the Clerk of the Board of Education, the Board will evaluate the Superintendent's performance and his working relationship with the Board on or about May 30, 2023 and each May 30th thereafter utilizing mutually agreed upon goals and a mutually agreed upon evaluation tool.

14. 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 private hearing; 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 subject to the Superintendent right to appeal such determination pursuant to section 310 of the education law or a court of competent jurisdiction.

15. Mutual Termination. The majority of the Board, by resolution, and the Superintendent may mutually agree in writing to terminate or otherwise modify this Agreement during the term thereof.

16. Other Work. The Superintendent shall devote his full time, skill, labor and attention to the discharge of his duties during the term of this Agreement; provided, however, that, consistent with the mission and philosophy of the Board and with prior approval of the Board President, he may undertake consultative work, speaking engagements, writing, lecturing or other professional duties, obligations and activities, with or without remuneration, so long as such activities do not interfere with the full and faithful discharge of the Superintendent's duties and responsibilities as specified herein.

17. Indemnification. In addition to those rights provided by law, the Board agrees to provide legal counsel and to indemnify the Superintendent against all financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other 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 (except for willful misconduct or criminal activity or charges preferred by the Board), or under the direction of the Board. Nothing herein contained is intended to or shall have the effect of modifying, varying, or changing any rights of the Superintendent arising under the laws of the State of New York including, but not limited to, Education Law Sections 3023, 3028, 3811, 3813 and Section 18 of the Public Officers Law.

18. Superintendent's Office. The Board shall furnish the Superintendent with a private office, stenographic, secretarial assistance and other such facilities or services suitable to his position and appropriate and necessary for the Superintendent to perform his duties.

19. 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.

20. 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.

21. 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.

22. 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.

23. Written Agreement. 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 hereof or by any agreement in writing between the parties; this Agreement shall not be susceptible to oral modification, nor shall parole evidence be admissible to establish any oral modification.

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24. 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
COMMACK UNION FREE SCHOOL DISTRICT

By: _____

Steven Hartman, President



Dr. Jordan Cox, Superintendent