

AGREEMENT, made this 9th day of April, 2019, by and between the BOARD OF EDUCATION OF THE PORT JEFFERSON UNION FREE SCHOOL DISTRICT, with offices for the transaction of business located at Scraggy Hill Road, Port Jefferson, New York, (hereinafter referred to as the "BOARD" or "DISTRICT") and JESSICA SCHMETTAN residing at _____, (hereinafter referred to as the "SUPERINTENDENT").

WITNESSETH:

WHEREAS, the BOARD is desirous of employing JESSICA SCHMETTAN as its SUPERINTENDENT OF SCHOOLS for the term of employment more particularly set forth herein; and

WHEREAS, JESSICA SCHMETTAN is appointed as SUPERINTENDENT pursuant to the terms and provisions of Section 1711 of the Education Law of the State of New York, effective November 1, 2019.

NOW, THEREFORE, in consideration of the agreements hereinafter set forth and other good and valuable consideration, it is agreed:

1. Term of Employment

- (a) The SUPERINTENDENT's term of employment shall commence on November 1, 2019, and continue to and until the 30th day of June, 2024.
- (b) An extension of the term of the SUPERINTENDENT's employment shall be in the form of an amendment to this Agreement; 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 signed by both parties hereto.

2. Superintendent's Duties and Responsibilities

- (a) JESSICA SCHMETTAN as SUPERINTENDENT shall be Chief Administrative Officer of the PORT JEFFERSON UNION FREE SCHOOL DISTRICT and shall have the power and obligation to perform all those duties and to accept all those responsibilities as are:
 - i. Set forth in the Education Law of the State of New York, other statutes of the State of New York, or the Rules and Regulations of

the Commissioner of Education or Board of Regents, including amendments or successor statutes thereto;

- ii. Specified in the policy manual of the BOARD;
 - iii. Normally associated with the position of SUPERINTENDENT, including, but not limited to, budget formulation and administration, business administration, pupil course of study and curriculum, public relations, personnel management and labor relations;
 - iv. Imposed upon or granted to a SUPERINTENDENT under the provisions of the Education Law or other statute of the State of New York, or by rule or regulations of the Commissioner of Education;
 - v. Required to fully cooperate with any distinguished educators appointed by the Commissioner of Education.
- (b) 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.

3. Certification & Citizenship

The SUPERINTENDENT shall possess a valid certificate to act as a SUPERINTENDENT in the State of New York during the term of her employment with the DISTRICT. The possession of a valid certificate is a condition precedent to the employment of JESSICA SCHMETTAN under the terms of this Agreement. The SUPERINTENDENT represents that she is a citizen of the United States of America.

4. Regular Compensation

- (a) The SUPERINTENDENT's annual base salary for the period of November 1, 2019 to and including June 30, 2020, shall be One Hundred Ninety-Five Thousand (\$195,000) Dollars, pro-rated.
- (b) The SUPERINTENDENT's annual base salary for the period July 1, 2020 to and including June 30, 2021 shall be increased by two (2%) percent.

- (c) The SUPERINTENDENT's annual base salary for the period of July 1, 2021 to and including June 30, 2022 shall be increased by two (2%) percent.
- (d) The SUPERINTENDENT's annual base salary for the period of July 1, 2022 to and including June 30, 2023 shall be increased by two (2%) percent.
- (e) The SUPERINTENDENT's annual base salary for the period of July 1, 2023 to and including June 30, 2024 shall be increased by two (2%) percent.
- (f) In addition to the annual base salary set forth above in Paragraphs 4(a)-(e) and provided that the SUPERINTENDENT has performed satisfactorily for the preceding work year, the BOARD shall annually also give consideration to the award of a merit salary increase. The award of a merit salary increase is solely within the BOARD's discretion. The amount of the merit salary increase is also solely within the BOARD's discretion, should the BOARD elect to make an award.
- (g) The SUPERINTENDENT shall be paid in equal installments bi-weekly.
- (h) The SUPERINTENDENT'S salary and fringe benefits for each succeeding year of this Agreement, and any extension thereof, shall be determined as follows:
 - i. Commencing on or about June 1st of each year of this Agreement, the BOARD shall meet to discuss with the SUPERINTENDENT and thereafter determine what merit increase and/or benefit modification(s) and/or extension of term shall be made to the SUPERINTENDENT's Agreement. The decision of the BOARD shall be communicated to the SUPERINTENDENT on or before June 30th of each year of this Agreement, commencing with June, 2020.
- (i) Tax-Sheltered Annuity Benefits
 The SUPERINTENDENT, at her option, shall be entitled to the benefits of such employee tax-sheltered annuity as may be available by law and in accord with School District policy and practices. The DISTRICT shall pay into a tax-deferred annuity fund (or other such plan or program of a tax-deferred nature selected by the SUPERINTENDENT) the annual amount of Ten Thousand Five Hundred (\$10,500) Dollars, which shall increase by two (2%) percent on July 1st of each year of this Agreement.

5. Work Year

The SUPERINTENDENT shall work the full year, including recess periods, except for her use of vacation, sick, bereavement and personal leave.

6. Other Benefits

In addition to the annual compensation specified in paragraph "4" of this Agreement and other benefits expressly contained herein (including retirement system contributions), the SUPERINTENDENT shall be entitled to receive the following benefits:

(a) Vacation Leave

The SUPERINTENDENT shall carryover any unused vacation days as of October 31, 2019 from her position as Assistant Superintendent for Curriculum and Instruction. The SUPERINTENDENT shall be credited with thirty (30) days of vacation leave to be pro-rated from November 1, 2019 through June 30, 2020, and, thereafter, annually on each July 1st of this Agreement. These days are to be taken at the discretion of the SUPERINTENDENT, subject to the approval of the President of the BOARD respecting proposed vacation periods. The SUPERINTENDENT shall not be permitted to accumulate more than forty (40) days of unused vacation leave.

i. Payment for Accumulated Vacation Leave

The SUPERINTENDENT shall be reimbursed for any unused vacation days at the end of the fiscal year at a rate of 1/240th of her then annual rate of pay, not to exceed fourteen (14) unused vacation days. At the time of her termination of employment, the SUPERINTENDENT shall also be paid for any unused vacation days at a per diem rate of pay based upon 1/240th of her annual salary at the then current rate of pay.

(b) Sick Leave Days

The SUPERINTENDENT shall carryover any unused sick days as of October 31, 2019 from her position as Assistant Superintendent for Curriculum and Instruction. The SUPERINTENDENT shall be credited with fifteen (15) days of leave for personal illness and or illness in her family, to be pro-rated from November 1, 2019 through June 30, 2020, and, thereafter, annually on each July

1st of this Agreement. She may accumulate her unused leave during the period of her employment with the DISTRICT. Such leave shall be carried over and may be used during any subsequent year of employment. Upon the request of the SUPERINTENDENT, the BOARD, in its sole discretion, may extend additional leave for a catastrophic illness.

i. Payment for Accumulated Sick Leave

At the time of her termination of employment, the SUPERINTENDENT shall be granted the per diem value of one half of her accumulated sick leave at a per diem rate of pay based upon 1/220th of her annual salary at the then current rate of pay.

(c) Bereavement Leave

The SUPERINTENDENT shall be granted five (5) bereavement days per death in the immediate family.

(d) Personal Leave

The SUPERINTENDENT shall be permitted to attend to items of a personal or personal business nature during work time by utilizing up to five (5) personal leave days per annum. The SUPERINTENDENT may carryover any unused personal days credited on July 1, 2019 in her position as Assistant Superintendent for Curriculum and Instruction, which may be used from November 1, 2019 through June 30, 2020. There will be no additional personal days provided for that particular time period. Unless approved by the Board President, personal leave shall not be used for any income-producing activity and shall be limited to those occasions upon which the SUPERINTENDENT must attend to personal matters of personal business for which her attendance is compelled during regular working hours. Unused personal leave standing to the credit of the SUPERINTENDENT at the end of each year of this contract may be accumulated as sick leave.

(e) Holidays

The SUPERINTENDENT shall be entitled to sixteen (16) paid holidays annually.

(f) Health Insurance

During the term of this Agreement, the BOARD will provide health care benefits to the SUPERINTENDENT and her family under the health care plan provided by the BOARD. The SUPERINTENDENT shall contribute eighteen percent (18%) of the cost for health insurance premiums applicable to the coverage, family or individual, selected by her.

If coverage is waived, the SUPERINTENDENT will receive one half of the DISTRICT's premium costs at the end of the school year capped at the declination rates in effect for the 2013-14 school year which are \$3,925.77 for individual medical coverage, \$8,671.92 for family medical coverage, \$322.98 for individual dental coverage, \$887.40 for family dental coverage, \$79.38 for individual excess medical and vision coverage and \$195.36 for family excess medical and vision coverage. The SUPERINTENDENT must renew this waiver annually upon proper written application submitted no later than June 30th of the year prior to the effective date of the waiver. If the SUPERINTENDENT rejoins the DISTRICT's insurance program during the school year, the SUPERINTENDENT shall receive the prorated portion, i.e. cash, for the time not enrolled in the DISTRICT's insurance program.

Upon her resignation from employment with the DISTRICT for the purpose of retiring from regular service or disability retirement under the New York State Teachers' Retirement System, The DISTRICT will continue to furnish the SUPERINTENDENT at her election with individual or family health care benefits as provided in this provision until age sixty-five (65), at which point the SUPERINTENDENT shall receive the difference between the amount that Medicare pays and the amount that the DISTRICT'S health insurance plan pays. The SUPERINTENDENT must have served five (5) years as an employee in the DISTRICT to qualify for this benefit.

(g) Dental/Vision Insurance

The SUPERINTENDENT shall be granted individual or family coverage under the DISTRICT's employee group dental/vision care plan. The DISTRICT shall pay the premium cost thereof. Upon resignation for the purposes of retirement, the SUPERINTENDENT shall be granted continued participation in the DISTRICT's group dental/vision care plan during her retirement at no cost to the SUPERINTENDENT, provided that the SUPERINTENDENT has completed five (5) years of service with the DISTRICT.

(h) Life Insurance

During the term of the SUPERINTENDENT's employment, the DISTRICT shall pay the premiums on a term life insurance policy in the amount of Three Hundred Thousand (\$300,000) Dollars.

(i) Long Term Disability Insurance

The BOARD will provide the SUPERINTENDENT with a long term disability policy not to exceed a \$1,000 cost to the DISTRICT per year.

(j) Professional Memberships

With the BOARD's approval, the BOARD may reimburse to the SUPERINTENDENT the amount of dues for the SUPERINTENDENT's membership in professional and local business/civic associations. Such associations may include, but not be limited to, the Suffolk County School Superintendent's Association, the New York State Council of School Superintendents, the PTA, the American Society for Curriculum Development (ASCD), and the American Association of School Administrators (AASA).

(k) Professional Conferences

The SUPERINTENDENT may attend professional conferences and the NYSCOSS New Superintendent Institute sessions, subject to the prior approval of the BOARD. The BOARD will pay or reimburse the SUPERINTENDENT for all expenses made in connection with her attendance at said conferences/sessions.

(l) Jury Duty

The SUPERINTENDENT shall receive her full pay during periods of jury service.

(m) Expense Reimbursement

- i. The SUPERINTENDENT is authorized to incur reasonable expenses in the discharge of her duties, including expenses for business transportation, lodging and meals.
- ii. The SUPERINTENDENT shall present each month an itemized account and documentation of such expenditures.
- iii. At her option, the SUPERINTENDENT shall be provided with a cellular phone, or a \$100.00 per month stipend for use of her personal cell phone, and laptop computer for School DISTRICT business use and incidental personal use.

7. 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 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 her employment, or under the direction of the BOARD. Nothing herein contained is intended to nor 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 Article 18 of the Public Officers Law.

8. Termination for Cause

- (a) The SUPERINTENDENT shall not be discharged, suspended or otherwise disciplined, nor shall this Agreement be terminated, without just cause and only following a fair hearing before an impartial hearing officer.
- (b) In the event the BOARD determines to institute a disciplinary proceeding against the SUPERINTENDENT, the following procedures shall control:
 - i. The BOARD shall serve the SUPERINTENDENT with a particularized written statement of the charges against her.

- ii. An impartial hearing officer shall be selected in the same manner prescribed for the selection of arbitrators pursuant to the Rules and Regulations for Voluntary Labor Arbitration of the American Arbitration Association.
- iii. The SUPERINTENDENT shall have the right to elect a public or private hearing; the right to a minimum of thirty (30) 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 her own behalf; the right to question witnesses against her 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 proceedings as recorded by a certified court stenographer.
- iv. The SUPERINTENDENT shall receive her full pay and benefits as provided by this Agreement until the final determination of the BOARD except as provided herein. The BOARD shall have the right to suspend the SUPERINTENDENT from her duties, provided that her full pay and benefits are granted during the period of suspension, except in the event that she is suspended as the result of an act of moral turpitude and/or the commission of a crime. In such a case, the BOARD may suspend the SUPERINTENDENT without pay.
- v. The decision of the hearing officer shall 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 him/her.
- vi. The BOARD shall review the decision of the hearing officer and shall accept, modify or reject that decision by the adoption of a formal BOARD resolution within thirty (30) days of the date of receipt by the BOARD of the hearing officer's decision. The decision of the BOARD shall be based exclusively upon the record of the proceeding.

vii. The SUPERINTENDENT may seek judicial review of the BOARD's determination by a timely appeal to the Commissioner of Education, pursuant to Education Law section 310, or by institution of an Article 78 proceeding, pursuant to the Civil Practice Law and Rules.

9. Inability to Perform

Should the SUPERINTENDENT be unable to perform her duties by reason of illness, accident or other cause beyond her control, and said disability continues for a period of more than six months, and if such disability appears to be permanent, irreparable or of such nature as in the judgment of the BOARD will make the performance of her duties impossible, the BOARD may, at its option, terminate this agreement by the adoption of a resolution to that effect, whereupon the respective duties, rights and obligations herein shall terminate.

10. Notice of Termination

- (a) The BOARD shall, one (1) year prior to the expiration of this contract, serve written notice of intention to renew or not renew to the SUPERINTENDENT, so that she may have ample opportunity to seek other employment.
- (b) The SUPERINTENDENT shall give the BOARD at least eight (8) months' notice of her intent to terminate this contract at any time during its term prior to expiration. In the event of early termination, the SUPERINTENDENT shall not be entitled to the cash payment of any accrued benefits to the extent permitted under the terms of this Agreement.

11. Performance Evaluation

The BOARD shall devote at least a portion of one meeting during the month of June in each year of the SUPERINTENDENT's employment by the DISTRICT to an evaluation in executive session of her performance and working relationship with the BOARD. The evaluation shall be based upon performance criteria established by the BOARD in consultation with the SUPERINTENDENT.

12. Written Agreement

This Agreement shall continue in full force and effect for the term expressed herein unless otherwise terminated, modified or extended in writing between the parties.

13. Severability

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above set forth.

BOARD OF EDUCATION
PORT JEFFERSON UNION
FREE SCHOOL DISTRICT

By: Kathleen Brennan
Kathleen Brennan, President
Board of Education

By: J. Schmettan
Jessica Schmettan