

AGREEMENT made this 9th day of May, 2024, by and between the BOARD OF EDUCATION, ELWOOD UNION FREE SCHOOL DISTRICT, with offices for the transaction of business located at 100 Kenneth Avenue, Greenlawn, NY 11740-2900, (hereinafter referred to as the "BOARD" or "DISTRICT") and GAYLE M. STEELE, residing at (hereinafter referred to as the "SUPERINTENDENT OF SCHOOLS", "SUPERINTENDENT" or "GAYLE M. STEELE").

WITNESSETH:

WHEREAS, the BOARD is desirous of employing GAYLE M. STEELE as its SUPERINTENDENT of SCHOOLS for the term of employment more particularly set forth herein, and

WHEREAS, GAYLE M. STEELE will be appointed SUPERINTENDENT of SCHOOLS pursuant to the terms and provisions of Section 1711 of the Education Law of the State of New York, effective July 1, 2024.

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

1. Term of Employment.

The SUPERINTENDENT's term of employment shall commence on July 1, 2024 and shall continue to and until the 30th day of June, 2027, unless sooner terminated as set forth herein.

2. Superintendent's Duties and Responsibilities.

a. GAYLE M. STEELE, as SUPERINTENDENT of SCHOOLS, shall be Chief Administrative Officer of the ELWOOD 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) Imposed upon or granted to a Superintendent of Schools by 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 any amendments 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, business administration, pupil course of study and curriculum, public relations, personnel management and labor relations.
- b. Without limiting the foregoing, the BOARD acknowledges that as SUPERINTENDENT, GAYLE M. STEELE shall have the following specific authority, rights and responsibilities, subject to the prior review and approval of the BOARD.
- (i) 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 ELWOOD UNION FREE SCHOOL DISTRICT, including the authority to initiate and approve all transfers of DISTRICT staff from one job assignment to another, subject to the approval of the Board where required by law or collective bargaining agreement
 - (ii) To supervise and direct associate and assistant superintendents, directors, supervisors, coordinators, department heads, principals, teachers, civil service employees and all other persons employed in either the business management or the instructional activities of the DISTRICT;
 - (iii) To effectuate the policies of the BOARD and be accountable in connection therewith to the BOARD;
 - (iv) To keep the BOARD advised of all matters concerning the administration of the DISTRICT; and
 - (v) To make recommendations to the BOARD as a pre-requisite to the appointment or termination of employment of both instructional and non-instructional employees, including any extensions of a probationary employee's probationary period.

- c. 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, and special BOARD meetings, provided however that the BOARD may exclude the SUPERINTENDENT from any and all meetings of the BOARD that relate to discussions regarding, or consideration of, her job performance, contract (including remuneration and other terms), or the selection of a successor.
- d. The BOARD may, from time to time, with the SUPERINTENDENT's consent, prescribe additional duties and responsibilities. If additional duties and responsibilities are assigned, the same shall be in character and consistent with the position of SUPERINTENDENT of SCHOOLS.
- e. Consistent with and pursuant to Education Law Section 211-b (5) (a), the SUPERINTENDENT will cooperate fully with any distinguished educators appointed by the Commissioner of Education.

3. Certification & Citizenship.

The SUPERINTENDENT shall possess a valid certificate to act as a Superintendent of Schools in the State of New York during the term of her employment with the District. The failure of the SUPERINTENDENT to hold and maintain a valid certificate to act as a Superintendent of Schools in the State of New York shall be cause for the immediate termination of this Agreement and the employment of the SUPERINTENDENT. The SUPERINTENDENT has presented the BOARD with proof of U.S. Citizenship.

4. Compensation.

- a. Effective July 1, 2024, the SUPERINTENDENT's annual salary shall be Two Hundred Thirty-Seven Thousand Five Hundred (\$237,500) Dollars per year. The SUPERINTENDENT shall be paid in equal installments bi-weekly, less any withholding or other applicable deduction.
- b. The SUPERINTENDENT's salary and fringe benefits for each succeeding year of this Agreement shall be determined as follows: 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 salary increase and/or benefit modification(s), if any, 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, 2025.

5. Work Year.

The SUPERINTENDENT shall work the full school year, including five (5) days during the Winter, February and Spring recess periods, but may use vacation days for such five (5) days. She shall generally not be required to work on any other days during school recess periods and on those days designated as holidays as indicated on the official DISTRICT calendar when school is closed for staff and students, absent unusual or extenuating circumstances.

6. Benefits.

In addition to the annual compensation specified in Section 4 of this Agreement, the SUPERINTENDENT shall be entitled to receive the following enumerated benefits:

a. Vacation.

- i. During each year of this Agreement, the SUPERINTENDENT shall be credited with twenty-five (25) days of vacation leave on July 1st. These days are to be taken at the discretion of the SUPERINTENDENT upon prior reasonable notice to the BOARD. The SUPERINTENDENT shall endeavor to schedule her vacation when school is not in session, during July, August and other recess periods.
- ii. In each year of this Agreement, on or about May 1st, the SUPERINTENDENT shall be entitled to receive the cash equivalent of up to seven (7) unused vacation days at a per diem rate of 1/240th of her then annual rate of pay, at her election. Once vacation days are surrendered for cash value, said days may not be used.
- iii. The SUPERINTENDENT shall not be permitted to carry over and accumulate more than twenty (20) unused vacation days from year to year, but may hold up to forty-five (45) vacation days at one-time. Only upon resignation for the purposes of retirement under the New York State Teachers' Retirement System, and contemporaneous retirement, and receipt of retirement income for

the New York State Teacher's Retirement System, the SUPERINTENDENT shall receive the cash value of the then accumulated leave at the per diem rate of 1/240th of the annual salary at the time of retirement.

b. Sick Leave Days.

- i. Effective July 1, 2024, the SUPERINTENDENT shall be credited with a sick leave bank of thirty (30) days, to be used by her in the event of illness.
- ii. Beginning on July 1, 2024, the SUPERINTENDENT shall earn fifteen (15) sick days per year. Upon earning sick leave during her employment, unused earned sick leave days will be deemed to replace a like number of the sick bank days referenced in subsection (i), until said thirty (30) day bank is entirely replaced with earned days. "Replacement" of bank days with earned days will occur on each June 30th during the contract term following execution of this Agreement.
- iii. The SUPERINTENDENT shall be permitted to accumulate unused sick leave days from year to year to a maximum accumulation of one hundred (100) days. Only upon resignation for the purpose of retirement under the New York State Teachers' Retirement System, and contemporaneous retirement, and receipt of retirement income from the New York State Teachers' Retirement System, the SUPERINTENDENT shall receive the cash value of her accumulated temporary leave days at the per diem rate of 1/240th of her annual salary at the time of retirement.

c. Personal Days.

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. 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 or 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.

d. Jury Duty.

The SUPERINTENDENT, if required to serve as a juror, shall be paid full salary, without loss of sick or personal leave, during the period of civic obligation. She shall endeavor to take steps to seek her relief from such duty during periods when school is in session by making appropriate application therefore.

e. Health Insurance.

- i. During the term of her employment, the SUPERINTENDENT shall be entitled to individual or family health insurance coverage with a DISTRICT premium contribution of seventy-five percent (75%) for such coverage. The DISTRICT will also assume payment of one hundred percent (100%) of the annual premium for the optional wrap-around policy. If the SUPERINTENDENT elects to waive health insurance coverage, she shall receive a cash payment during each calendar year in the amount of \$3,000 for waiver of individual coverage, or \$6,000 for waiver of family coverage.
- ii. Upon resignation for the purpose of retirement from the DISTRICT and contemporaneous retirement and receipt of retirement income from the New York State Teachers Retirement System, the SUPERINTENDENT shall be granted her choice of family or individual health plan coverage under the same plan provided to the DISTRICT's employees. The DISTRICT has agreed to grant the retiring SUPERINTENDENT those health care benefits to the extent of and subject to the conditions hereinafter set forth. If the SUPERINTENDENT has completed five (5) full years of Elwood service, the DISTRICT's premium contribution shall be seventy-five percent (75%) of the premium for individual and fifty percent (50%) of the premium for family coverage for the DISTRICT's hospitalization and health insurance plan. If the SUPERINTENDENT completes ten (10) full years of service, the DISTRICT will pay eighty percent (80%) of the individual and seventy-five percent (75%) of the family costs for the DISTRICT hospitalization and health insurance plan. If the carrier approves, the right to continue the SUPERINTENDENT's own participation in the DISTRICT's group dental and life insurance programs will also be provided to the SUPERINTENDENT, with full costs borne by the SUPERINTENDENT. The healthcare plan to be provided shall be

the healthcare plan the DISTRICT provides to this active employee as the same may be amended, modified or changed from time to time in the future. The SUPERINTENDENT must have been employed by the DISTRICT for five (5) years to qualify for this benefit.

f. Tax Sheltered Annuity Benefits.

The SUPERINTENDENT, at her option, shall be entitled to the benefits of an employee tax-sheltered annuity as may be available by law and in accord with DISTRICT policy and practices. In addition, the DISTRICT shall pay into an IRS §403(b) tax-deferred annuity fund (or other such plan or program of a tax-deferred nature selected by the SUPERINTENDENT), as a non-elective employee contribution, the annual amount of Seven Thousand Five Hundred (\$7,500) Dollars.

g. Dental Insurance.

The BOARD will provide individual or family dental care benefits to the SUPERINTENDENT under the District's group dental program subject to the regulations and conditions established by the carrier. The DISTRICT shall pay one hundred percent (100%) of the applicable premium rate.

h. Life Insurance.

The DISTRICT will contribute one hundred percent (100%) of the premium for coverage under the DISTRICT's group term life insurance policy in the face amount of Two Hundred Thousand (\$200,000) Dollars.

i. Attendance at Conferences.

The SUPERINTENDENT shall be permitted to attend conferences and workshops and to engage in other educational activities that bring professional growth opportunities without charge to leave days or vacation, provided that the prior written approval of the BOARD shall have been obtained. Additionally, reasonable costs incurred during attendance at conferences, including transportation, lodging, meals and the like, shall be reimbursed to the SUPERINTENDENT, provided appropriate DISTRICT vouchers are submitted to the DISTRICT, and provided that the prior written approval of the BOARD shall have been obtained. The SUPERINTENDENT shall be entitled to attend the NYS Council of School Superintendents New Superintendent Institute.

j. Catastrophic Illness Protection Plan.

The DISTRICT will provide full premium paid long-term disability insurance in accordance with the DISTRICT's group plan, subject to the regulations and requirements of the insurance carrier.

k. Professional Memberships.

With the BOARD's approval, the BOARD shall 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 Council of School Superintendents, the American Society of Curriculum Development (ASCD), and the American Association of School Administrators (AASA).

7. Technology.

The SUPERINTENDENT shall be provided with a District laptop computer for business and incidental personal use.

8. Inability to Perform.

Should the SUPERINTENDENT be unable to perform the essential functions of her duties, with or without reasonable accommodation, by reason of disability (arising from illness, accident or other source beyond her control), the BOARD may, at its option, terminate this Agreement whereupon the respective duties, rights and obligations herein shall terminate, except that the BOARD agrees to continue payment for any sick leave or vacation days then standing to the SUPERINTENDENT's credit. "Disability" shall mean a physical or mental incapacity that prevents the SUPERINTENDENT from performing the essential functions of her position with the DISTRICT for a period of ninety (90) or more days, whether or not consecutive, occurring within any period of twelve (12) consecutive months as determined by the following procedure: The SUPERINTENDENT agrees to submit to medical examinations by a licensed healthcare professional selected by the DISTRICT, in its sole discretion, to determine whether a disability exists. In addition, the SUPERINTENDENT may submit to the DISTRICT documentation of a disability, or lack thereof, from a licensed healthcare professional of her choice. Following a determination of a disability or lack of disability by the DISTRICT's or the SUPERINTENDENT's healthcare professional, the other party may submit subsequent documentation relating to the existence of a disability from a licensed healthcare professional selected by such other party. In the event that the medical opinions of such

licensed healthcare professionals conflict, such licensed healthcare professionals shall appoint a third licensed healthcare professional to examine the SUPERINTENDENT, and the opinion of such third licensed healthcare professional shall be dispositive.

9. Indemnification and Legal Representation.

In addition to those rights provided by law, the BOARD agrees to select and 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, exclusive of punitive damages. This obligation shall supplement and be in addition to any rights which the SUPERINTENDENT may have arising under the laws of the State of New York including, but not limited to, Education Law §§3023, 3028, 3811, 3813 and Section 18 of the Public Officers Law. The BOARD shall not be obligated to indemnify the SUPERINTENDENT or to provide legal counsel for her unless the SUPERINTENDENT shall, within five (5) days of the time she was served with any summons, complaint, process, notice, demand or pleading, deliver the original, or an accurate copy thereof, to the District Clerk.

10. Termination.

The BOARD shall have the right to terminate the SUPERINTENDENT's employment and this contract for just cause pursuant to the following procedure. In such event, the BOARD shall be required to prepare a statement of charges:

- i. The SUPERINTENDENT shall be served personally with a particularized written statement of said charges against her;
- ii. A qualified impartial hearing officer shall be selected by mutual agreement of the parties with experience in education, employment and labor law, who does not have a conflict of interest with the DISTRICT. All expenses of the hearing officer shall be paid by the DISTRICT;
- iii. The hearing shall be private or public at the option of the SUPERINTENDENT. The SUPERINTENDENT shall have the right to be represented by counsel at all stages of said proceeding; the right to have all testimony taken under oath and 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, to the extent deemed relevant and material to the hearing officer; and the right to receive without cost an accurate written transcript of each day of the proceedings as recorded by a certified court stenographer;

- iv. The BOARD shall have the burden of proof and the burden of proceeding with regard to the above-described charges and hearing, and shall be required to prove said charges by a preponderance of evidence;
- v. The BOARD shall be permitted to suspend the SUPERINTENDENT from the performance of her duties coincident with the service of charges during the pendency of the just cause proceeding. During any suspension, or the remainder of this contract term, whichever is shorter, the SUPERINTENDENT shall receive her full pay and benefits as provided by this contract until a final determination is rendered by the Board.
- vi. The decision of the hearing officer shall contain express findings of fact based solely on the record before the said hearing officer and shall contain conclusions of law as well as the hearing officer's recommendation as to guilt or innocence on each of the charges and/or specifications thereto. The findings of fact and recommendation of the hearing officer shall be reviewed by the BOARD which shall render a final determination within thirty (30) days of receipt of the hearing officer's findings of fact and recommendation. The BOARD may accept or reject in whole or in part the findings of fact and recommendation of the hearing officer in making its final determination; and
- vii. The SUPERINTENDENT may appeal the decision of the BOARD pursuant to Section 310 of the Education Law to the Commissioner of Education.

11. Renewal of Agreement.

- a. The BOARD shall, at least six (6) months prior to the expiration of this Agreement, serve written notice of intention to renew or not to renew the appointment of the SUPERINTENDENT, so that she may have ample opportunity to seek other employment. Should the BOARD propose renewal of the appointment and this

Agreement, the SUPERINTENDENT shall give the BOARD written notice of her intention regarding the offer of renewal of this Agreement within ten (10) days following the tender of the aforesaid notice to her by the BOARD. (Alternatively, the SUPERINTENDENT may elect to give notice of her desire for renewal seven (7) months prior to the expiration of this Agreement.)

- b. The SUPERINTENDENT shall give the BOARD at least six (6) months' notice of her intent to terminate this Agreement at any time during its term prior to expiration.

12. Performance Evaluation.

The BOARD shall devote at least a portion of one (1) executive session meeting during the month of May in each year of the SUPERINTENDENT's employment to an evaluation of her performance and her working relationship with the BOARD. The evaluation shall be based upon written performance criteria, procedure and evaluative forms mutually agreed upon by the parties, which criteria, procedure and forms shall be established on or before December 1, 2024, and which may be modified upon agreement of the parties thereafter. Notwithstanding the failure of the parties to agree upon the aforesaid criteria, procedure and forms by said date, the BOARD shall prepare the annual evaluation of the SUPERINTENDENT based upon its own review of the SUPERINTENDENT's performance for each year of this Agreement which may be modified thereafter by the BOARD. The BOARD, individually and collectively, shall promptly and discreetly refer to the SUPERINTENDENT, substantial criticisms, complaints, or comments regarding the SUPERINTENDENT's performance of her duties.

13. Other Work.

The SUPERINTENDENT shall devote her full time, skill, labor and attention to the discharge of her duties as SUPERINTENDENT OF SCHOOLS during the term of this Agreement. However, with prior written approval of the Board President, she may undertake speaking engagements, writing, lecturing, or other professional duties, obligations and activities so long as such activities do not interfere with the full and faithful discharge of the SUPERINTENDENT's duties or written responsibilities as specified herein or with DISTRICT policy.

14. Entire Agreement.

This Agreement contains the entire understanding of the parties. This Agreement shall continue in full force and effect for the term expressed herein unless otherwise terminated, modified or extended in accordance with its provisions or by an agreement in writing by the parties. The language of all parts of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against either party, regardless of who drafted it.

15. Severability.

If any provision of this Agreement is determined to be contrary to law, unenforceable or ineffective, it is understood and agreed that such provision shall be deemed deleted and the balance of this Agreement without such deleted provision, if otherwise lawful, shall remain in full force and effect. If any such deleted provision involves compensation or a money benefit, the undersigned parties agree to negotiate as part of this Agreement in place of such deleted provision, a substitute of comparable value thereto, and in the event of an impasse exceeding forty-five (45) days, either party hereto may submit the issue for final disposition to arbitration by the American Arbitration Association pursuant to its rules, which Association shall be empowered to make an award of comparable value or compensation that reasonably implements the intent of the parties under the deleted provision.

16. No Waiver.

Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of such term, covenant or condition nor shall any waiver or relinquishment of any right or power hereunder at any time be deemed a waiver or relinquishment of such right or power at any other time or times.

17. Applicable Law.

This Agreement has been entered into and shall be governed under and in accordance with the laws of the State of New York without reference to that state's conflict of laws rules.

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

BOARD OF EDUCATION
ELWOOD UNION FREE SCHOOL DISTRICT

Dated: 5/9/24

By: James Tomeo
JAMES TOMEO
President, Board of Education

Dated: 5/9/24

Gayle Steele
GAYLE M. STEELE
Superintendent of Schools

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT
DATED MAY 9, 2024 FOR GAYLE M. STEELE,
SUPERINTENDENT OF SCHOOLS**

FIRST AMENDMENT, made this 10th day of July, 2025 to the May 9, 2024 Agreement between the BOARD OF EDUCATION OF THE ELWOOD UNION FREE SCHOOL DISTRICT (hereinafter referred to as the "Board" or "District") and GAYLE M. STEELE, Superintendent of Schools (hereinafter referred to as the "Superintendent"), and

WHEREAS, the parties entered into an Agreement dated May 9, 2024 establishing the benefits and other remunerations paid to the Superintendent by the Board for her services as Superintendent of Schools (hereinafter referred to as "Agreement"); and

WHEREAS, the parties are desirous of amending the said May 9, 2024 Agreement.

NOW, THEREFORE, based upon the mutual covenants and understanding between the parties, it is understood and agreed:

FIRST: Effect of the Amendment

All of the terms and provisions set forth at length in the afore-described May 9, 2024 Agreement shall continue in full force and effect during the term of employment of the Superintendent, except as expressly modified herein.

SECOND: Compensation

Section "4" of the Agreement is modified to add language as follows:

Effective July 1, 2025, the Superintendent's salary shall include a cost of living increase equal to the increase in the CPI-U, AU Urban Consumers for New York - Northern New Jersey - Long Island from the previous 12 month period, over the prior year's base salary. Said annual increase shall not be less than one percent (1%) or more than two percent (2%).

FOURTH: Work Year

Section "5" of the Agreement is modified to read as follows:

"The Superintendent shall work the full school year. She shall generally not be required to work on any other days during school recess periods and on those days designated as holidays as indicated on the official District calendar when school is closed for staff and students, absent unusual or extenuating circumstances. It is understood that the role of the Superintendent will require work that extends to nights, weekends and potentially

holidays and vacation periods. The Superintendent is expected to be attentive and responsive to all matters that extend beyond regular business hours, as the need arises. There is no additional compensation for the performance of these responsibilities and duties."

FIFTH: Benefits

Effective July 1, 2025, modify the first sentence of section 6.a.i to provide as follows:

"During each year of this Agreement, the Superintendent shall be credited with 30 days of vacation leave on July 1st. "

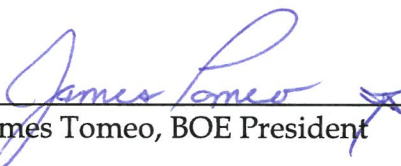
Effective July 1, 2025, modify the first sentence of section 6.a.ii to read as follows:

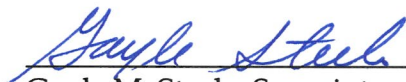
"In each year of this Agreement, on or about May 1st, the Superintendent shall be entitled to receive the cash equivalent of up to 10 unused vacation days at a per diem rate of 1/240th of her then annual rate of pay, at her election."

Dated: Greenlawn, New York
July 10, 2025

ELWOOD UNION FREE SCHOOL DISTRICT

By:


James Tomeo, BOE President


Gayle M. Steele, Superintendent