

AGREEMENT made this day of April 2025, by and between the BOARD OF EDUCATION, JERICHO UNION FREE SCHOOL DISTRICT, with offices for the transaction of business located at 99 Cedar Swamp Road, Jericho, New York 11773 (hereinafter referred to as the "BOARD") and DR. ROBERT KRAVITZ (hereinafter referred to as the "SUPERINTENDENT").

WITNESSETH:

WHEREAS, the BOARD is desirous of employing DR. ROBERT KRAVITZ as its SUPERINTENDENT of SCHOOLS for the term of employment more particularly set forth herein; and

WHEREAS, DR. ROBERT KRAVITZ will serve as SUPERINTENDENT of SCHOOLS pursuant to the terms and provisions of Section 1711 of the Education Law of the State of New York.

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

1. Term of Employment.

The term of the within Agreement shall commence on July 1, 2025, and continue to and be in full force and effect until the 30th day of June 2028 unless further extended or sooner terminated as set forth herein.

2. Superintendent's Duties and Responsibilities.

- a. DR. ROBERT KRAVITZ as SUPERINTENDENT of SCHOOLS shall be Chief Administrative Officer of the JERICHO UNION FREE SCHOOL DISTRICT (hereinafter referred to as the "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 the SUPERINTENDENT 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 located on the DISTRICT's website and as modified by 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.
 - iv. 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.
- b. Without limiting the foregoing, the BOARD acknowledges that as SUPERINTENDENT, DR. ROBERT KRAVITZ shall have the following specific authority, rights, and responsibilities, subject to the supervision 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 DISTRICT, including the authority to initiate and approve all transfers of DISTRICT staff from one job assignment or place of employment to another, and the SUPERINTENDENT shall thereafter inform the Board of such transfers.
 - ii. To supervise and direct associate and assistant superintendents, directors, supervisors, principals, teachers, civil service employees and all other persons employed in either the business management or the instructional activities of the JERICHO UNION FREE SCHOOL 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 noninstructional employees, including any extensions of an employee's probationary period.

- c. The BOARD may, from time to time, prescribe additional duties and responsibilities provided such additional duties and responsibilities are similar in character and consistent with the duties of the position of SUPERINTENDENT.
- d. The SUPERINTENDENT shall receive notice of and shall be required to attend and participate in meetings of the BOARD, including but not limited to executive sessions, work sessions, regular Board meetings, and special BOARD meetings, except as otherwise directed by the BOARD or with approval from the BOARD to miss said meeting. The SUPERINTENDENT shall not attend any meetings of the BOARD that relate to discussions regarding, or consideration of, his job performance, contract (including remuneration and other terms), or the selection of a successor.

3. Certification and 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 his employment with the DISTRICT. The SUPERINTENDENT has presented proof of his United States citizenship to the BOARD. 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 of the immediate termination of this Agreement and the employment of the SUPERINTENDENT. Such termination shall be preceded by notice and opportunity for the SUPERINTENDENT to be heard respecting the proposed termination.

4. Compensation.

- a. The SUPERINTENDENT'S salary shall be as follows:
 - i. The SUPERINTENDENT'S annual base salary for the school year 2025-2026 shall be Three Hundred Fifteen Thousand Dollars (\$315,000.00).
 - ii. The SUPERINTENDENT'S annual base salary for the school year 2026-2027 shall be two percent (2%) higher than the Superintendent's 2025-2026 annual base salary.
 - iii. The SUPERINTENDENT'S annual base salary for the school year 2027-2028 shall be two percent (2%) higher than the Superintendent's 2026-2027 annual base salary.

- iv. In no case shall the salary or benefits afforded the SUPERINTENDENT be diminished during the term of this Agreement, unless consented to in writing by the SUPERINTENDENT.

5. 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. Paid Time Off

- i. Effective July 1, 2025, and each subsequent year of this Agreement, the SUPERINTENDENT shall be credited with thirty (30) days of paid time off, which can be used for vacation, sick, or personal reasons at the discretion of the employee. Said days do not need to be used on Saturdays, Sundays, as set forth in paragraph 5(a)(ii), and the holidays set forth in Paragraph 6(d). The SUPERINTENDENT shall notify the BOARD of his absences in advance to the extent practicable. No more than three (3) consecutive weeks of vacation are to be taken without BOARD approval.
- ii. The SUPERINTENDENT shall not be required to utilize the paid time off leave granted him in paragraph 5(a)(i) above during the winter, February, and spring school recess periods. However, he shall report to work during said periods if he deems it necessary to fulfill his obligations and/or in the event, due to special or extenuating circumstances, that the BOARD or Commissioner of Education requests his attendance during such periods. The SUPERINTENDENT shall give the BOARD reasonable notice of his vacation plans during recess period.
- iii. In the event the SUPERINTENDENT is unable to utilize all his paid time off days on days prior to June 30th in each year of this Agreement due to the pressure of DISTRICT business and needs of the DISTRICT, the SUPERINTENDENT may elect to carry over and accumulate up to a maximum of ten (10) days of said paid time off days per year.
- iv. In each year of this Agreement, at the SUPERINTENDENT's election, he shall be compensated for unused paid time off days, not to exceed fifteen (15) days in each year during his service as SUPERINTENDENT at the rate of 1/240th of his current salary.

- v. Upon the resignation of the SUPERINTENDENT for purposes of retirement, the DISTRICT will pay for paid time off days accumulated by the SUPERINTENDENT at the rate of 1/240th of his then current salary, to a maximum of forty (40) days accumulated days referred to in subparagraph (i) above then remaining to his credit. The Superintendent may contribute the non-elective employer monetary benefits awarded to him pursuant to this provision into his respective I.R.C. Section 457 and/or 403(b) account to the maximum limits permissible under law. If said benefit payments exceed the maximum allowable I.R.C. Section 457 and/or 403(b) employee elective limits, the employer agrees to pay any excess amount as cash directly to the SUPERINTENDENT on or about the date of his retirement
 - vi. The SUPERINTENDENT shall annually report to the BOARD the number of paid time off days he has been unable to use on or before each August 1st of this Agreement.
- b. Bereavement Leave.
- Each year of this Agreement, the SUPERINTENDENT shall be permitted up to five (5) days of paid leave due to a death in his immediate family. An immediate family member shall be defined as spouse, mother/father, mother-in-law, father-in-law, children, brother/sister, brother-in-law/sister-in-law, grandchildren, grandparent, daughter-in-law/son-in-law, or any relative or person living in the employee's household.
- c. Health Insurance.
- i. During the term of this Agreement, the DISTRICT will provide health care benefits to the SUPERINTENDENT and/or his family, as the term family is defined by the DISTRICT'S insurance carrier under the health care plan provided by the DISTRICT. The SUPERINTENDENT shall contribute fifteen (15%) percent of the cost for health insurance premiums applicable to the coverage, family or individual, selected by him.
 - ii. During the term of this contract, the SUPERINTENDENT may submit a waiver of said coverage, in a form designed by the District, on or before February 1st of the school year. The SUPERINTENDENT shall be paid, as additional salary, on a yearly basis during the first or second payroll in December, the sum of thirty-five percent (35%) of the then yearly premium by the District in the event he choose to

waive coverage to a maximum of \$10,000 per year. (Said sum shall be prorated as of the effective date of withdrawal.)

- i. Upon the completion of ten (10) years of service to the DISTRICT, if the SUPERINTENDENT terminates his employment with the DISTRICT for the purpose of retirement under a New York State retirement plan, the DISTRICT agrees that it will assume eighty-five (85) percent of the premium costs of the SUPERINTENDENT'S individual or family health insurance coverage after the effective day of his ordinary service retirement. However, if the SUPERINTENDENT shall be entitled to health care provided by the State of New Jersey during retirement because of his prior New Jersey Education career, the obligation of the DISTRICT to provide such coverage during retirement shall cease. It is acknowledged by the parties, that as of the date of this agreement, the Superintendent is not eligible for health insurance provided by New Jersey.
 - iii. If the SUPERINTENDENT is employed on or subsequently secures employment after the effective date of his service retirement, the DISTRICT'S obligation to pay premiums after retirement hereunder shall be suspended during any period of time when the SUPERINTENDENT is eligible to receive health and medical coverage from another employer, whether it be a participating employer in the New York State Health Insurance Program or not, which offers health and medical coverage which is comparable in scope of coverage to that which is offered under the New York State Health Insurance Program at a percentage premium cost to the SUPERINTENDENT not greater than that prescribed herein.
 - iv. The obligations contained herein shall be regarded by the parties as contractual in nature, and they shall survive the expiration of the term of the within Agreement.
- d. Dental Insurance.

At the DISTRICT expense, the SUPERINTENDENT with group dental insurance (individual or family) under a plan in effect for the District's administrative employees.

e. Other Insurance.

Disability Insurance: During the term of the SUPERINTENDENT's employment hereunder, the DISTRICT shall pay 80% of the premium payment for the SUPERINTENDENT's participation in the disability insurance plan in effect for the Jericho Educational Administrators Association (JEAA) as of July 1, 2000.

Life Insurance: During the term of this Agreement, the SUPERINTENDENT shall be granted a group term life policy, with a face value of four times his annual salary. The premium of said policy shall be paid in full by the DISTRICT.

Excess Major Medical. During the term of the SUPERINTENDENT's employment hereunder, the DISTRICT shall pay 100% of the premium payment for the SUPERINTENDENT's participation in an excess major medical/vision care insurance program.

f. Membership and Conference Expenses

The BOARD expects the SUPERINTENDENT to continue his professional development, growth, and experiences. The DISTRICT will pay the dues associated with the SUPERINTENDENT'S membership in the following organizations:

1. New York State School Boards Association
2. New York State Council of Superintendents
3. American Association of School Administrators
4. National Association of School Boards
5. Such other organizations as approved by the Board of Education.

The SUPERINTENDENT may attend appropriate professional meetings at the local, state, and national level. The expense of said attendance shall be reimbursed to the SUPERINTENDENT by the DISTRICT. Such reimbursement shall be made upon submission by the SUPERINTENDENT of an itemized account of such expenditures. The SUPERINTENDENT shall file such itemized expense statement with the District Clerk. The SUPERINTENDENT shall give the BOARD reasonable notice of his plans to attend such meetings when he will be out of the DISTRICT.

g. Technology.

The DISTRICT shall provide the SUPERINTENDENT with a DISTRICT issued cell phone and computer in order to conduct DISTRICT business.

h. Other Expenses.

With the BOARD'S approval, the DISTRICT shall reimburse the SUPERINTENDENT for expenses incurred by him which are necessary and proper to the discharge of his duties or incurred in relation to his employment as SUPERINTENDENT. In the event the BOARD agrees to reimburse the SUPERINTENDENT, such reimbursement shall be made upon submission by the SUPERINTENDENT of an itemized account of such expenditures. The SUPERINTENDENT shall file such itemized expense statement with the District Clerk. All federal and state tax consequences of any expense reimbursement shall be borne by the SUPERINTENDENT alone.

- i. The SUPERINTENDENT has the option of enrolling in the New York State Teachers' Retirement System or the New York State Voluntary Defined Contribution Plan. If the Superintendent decides to enter the voluntary defined contribution plan within thirty (30) days of commencing employment, the District shall contribute eight percent (8%) of his base salary to such plan and the employee shall contribute six percent (6%) of his base salary to such plan during each school year of this Agreement.

j. Jury Duty.

- i. The BOARD agrees to allow the SUPERINTENDENT to be summoned for jury duty. Such period of absence as he may be required to serve shall be without loss of pay.
- ii. Jury Duty compensation exclusive of travel reimbursement shall be returned to the DISTRICT.
- iii. Should the SUPERINTENDENT be drawn for jury duty during September, May, or June, the SUPERINTENDENT shall endeavor to arrange for a deferment of such duty.

k. Tax Sheltered Annuity Benefits:

The Superintendent, at his 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 with no cash option, the annual amount of Ten Thousand Dollars (\$10,000.00).

1. Relocation Reimbursement

If the SUPERINTENDENT moves his domicile to Nassau or Suffolk County, the SUPERINTENDENT shall be reimbursed for up to \$15,000 in moving expenses upon submission of receipts to the DISTRICT.

6. Work Year and Work Week

a. The SUPERINTENDENT'S work year is twelve (12) months. The SUPERINTENDENT shall be required to report to the DISTRICT to fulfill his duties as SUPERINTENDENT.

b. The SUPERINTENDENT shall be required to attend such Board of Education meetings and other evening meetings as directed by the Board of Education.

c. The SUPERINTENDENT shall also be required to be involved in School District activities that occur after school hours including attending parent-teacher organization meetings, inter-scholastic athletics events, and extra-curricular events.

d. Following holidays shall be granted to the SUPERINTENDENT each year:

- i. Independence Day (July 4th)
- ii. Labor Day
- iii. Columbus Day
- iv. Veterans Day
- v. Thanksgiving Day
- vi. Day after Thanksgiving Day
- vii. Christmas Day & Christmas Eve
- viii. New Year's Day
- ix. Martin Luther King, Jr. Day
- x. President's Day, and
- xi. Memorial Day
- xii. Juneteenth

7. Inability to Perform.

a. 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, 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, except that termination pursuant to this paragraph shall not affect the SUPERINTENDENT'S right to receive disability benefits pursuant to paragraph 5(e)(iii) of this Agreement.

- b. The parties agree that the determination as to whether the SUPERINTENDENT'S illness or disability is permanent or of such a nature as to make the performance of his duties impossible as set forth in paragraph 7(a) above shall be made by a licensed physician chosen by the BOARD. The BOARD shall pay the expense of the examination of the SUPERINTENDENT and the physician's report.

8. Medical 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, or at more frequent intervals when reasonably requested by the BOARD. Within a reasonable time after any such examination, a written certification from the examining physician certifying 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.

9. Indemnification and Legal Representation.

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 his 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 Sections 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 him unless the SUPERINTENDENT delivers, within ten (10) days of the time he was served with any summons, complaint, process, notice, demand, or pleading, the original, or an accurate copy thereof, to the District Clerk. The ten (10) day period referred to herein shall commence to be calculated from the date

of personal service or, if service is had by other means, the ten (10) days shall commence to run from the date on which the SUPERINTENDENT had actual notice of such service.

10. 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 him.
 - 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 his own expense, 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 proceedings as recorded by a certified court stenographer.
 - iv. The SUPERINTENDENT shall receive his full pay and benefits as provided by this Agreement until the final determination of the BOARD. The BOARD shall have the right to suspend the SUPERINTENDENT from his duties, provided that his full pay and benefits are granted during the period of suspension.
 - 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 decision regarding guilt or innocence on each of the charges before him/her.

- vi. The decision of the hearing officer shall be binding on the parties provided either party may seek judicial review of the hearing officer'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 New York Civil Practice Law and Rules.

11. Performance Evaluation.

- a. Within a reasonable time after the commencement of his employment and, thereafter during each year of this agreement on or before October 1st, the BOARD will provide the SUPERINTENDENT with a written statement of the annual goals and objectives for the DISTRICT and/or SUPERINTENDENT for the upcoming school year.
- b. The BOARD shall devote at least a portion of one meeting no later than June 30 for each year of the SUPERINTENDENT'S employment by the DISTRICT to an evaluation in executive session of his performance and his working relationship with the BOARD. The evaluation shall be based upon performance criteria as mutually established by the BOARD and the SUPERINTENDENT by October 1st of each year which shall be reduced to writing in a form mutually agreed upon by the parties. The SUPERINTENDENT shall be provided with a copy of the written evaluation at least ten (10) days prior to the executive session of the BOARD scheduled to discuss such evaluation.
- c. The performance evaluation shall be confidential and shall be kept so by the BOARD and individual Board members.

12. Contract Renewal and Notice of Termination.

- a. On or before June 1, 2027, and each subsequent year thereafter, the BOARD shall meet to consider the renewal of the Agreement. If the BOARD has determined not to renew their Agreement at its expiration, it shall serve written notice of its intention not to renew to the SUPERINTENDENT on or before August 31, 2027. Failure to provide said notice shall not result in an automatic extension of this Agreement. Nothing herein contained shall preclude termination of this Agreement by mutual consent of the parties with or without prior notice.
- b. At least one (1) year prior to the expiration of this Agreement, or any extension hereof, the SUPERINTENDENT shall notify the BOARD in writing as to whether he seeks a renewal or extension of this Agreement.

- c. The SUPERINTENDENT shall give the BOARD at least six (6) months written notice of his decision to terminate this Agreement at any time during the term of the Agreement prior to its expiration.

13. 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 their fair meaning, and not strictly for or against either party, regardless of who drafted them.

14. Severability.

If any provision of this Agreement is determined to be contrary to law, it is understood and agreed that such provision shall be deemed deleted and the remainder 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 as reasonably implements the intent of the parties under the deleted provision.

15. 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(s).

16. Applicable Law.

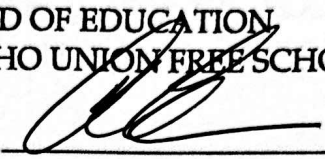
This Agreement has been entered into and shall be governed under and in accordance with the laws of the State of New York, without reference to conflict of law rules.

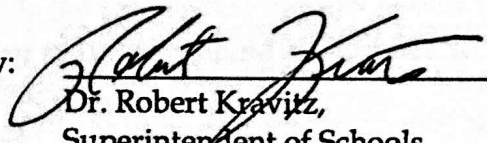
17. Representation by Counsel.

DR. ROBERT KRAVITZ acknowledges that he has the right to be represented by counsel concerning the terms of this Agreement. DR. ROBERT KRAVITZ certifies that he has carefully reviewed this Agreement with his counsel and fully understands each word and its meaning and full effect.

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

BOARD OF EDUCATION
JERICHO UNION FREE SCHOOL DISTRICT

By: 
Dr. Christopher Foresto,
President, Board of Education Date:

By:  3/26/25
Dr. Robert Kravitz,
Superintendent of Schools Date:

Approved by the Board of Education at its meeting held on: