

June 2016

EMPLOYMENT AGREEMENT

AGREEMENT, made this 14 day of June 2016
between the BOARD OF EDUCATION OF THE NORTH MERRICK UNION
FREE SCHOOL DISTRICT NUMBER 29,, TOWN OF HEMPSTEAD
(hereinafter referred to interchangeably as "the BOARD"
and/or "the DISTRICT"), having its principal office at 1057
Merrick Avenue, North Merrick, New York 11566, and CYNTHIA
SENIUK, Ed.D., residing at 4 Tangle Lane, Wantagh, New York
11563 (hereinafter referred to as "the SUPERINTENDENT").

W I T N E S S E T H :

WHEREAS, the Board has offered to employ CYNTHIA
SENIUK as the SUPERINTENDENT of Schools of the DISTRICT upon
the terms and conditions of employment hereinafter set forth
herein; and

WHEREAS, CYNTHIA SENIUK has agreed to accept the BOARD's offer upon the terms and conditions of continued employment hereinafter set forth herein; and

WHEREAS, it is the parties' belief and the parties acknowledge that a written contract fully specifying the terms and conditions of CYNTHIA SENIUK's employment as SUPERINTENDENT of Schools of the District will provide and promote effective communications between the parties; and

WHEREAS, the parties have mutually agreed upon the following terms and conditions relative to CYNTHIA SENIUK's employment as SUPERINTENDENT of Schools.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and in further consideration of other and further good and valuable consideration, the parties hereby agree as follows:

1. Preambles:

The preambles ("WHEREAS" paragraphs set forth above) are specifically incorporated herein by reference.

2. Term of Employment:

(a) The term of employment shall be three (3) years, to wit, commencing August 1, 2016 expiring July 31, 2019, unless sooner terminated.

(b) On or prior to January 1, 2019, the SUPERINTENDENT shall notify the BOARD in writing if she intends to request an extension of the term of her employment by the District, on terms to be discussed and negotiated by and between the SUPERINTENDENT and the BOARD. The SUPERINTENDENT shall have the right to cause the issue of such extension placed on an executive session agenda for discussion.

(c) The BOARD may thereupon advise SUPERINTENDENT whether it intends to enter into a new employment contract on terms to be thereupon to be discussed and negotiated by and between the SUPERINTENDENT and the BOARD.

(d) Notwithstanding anything to the contrary contained herein, the BOARD shall not be obligated to respond to the SUPERINTENDENT's request for an extension of the term of her employment pursuant to subparagraph "(b)" hereof, and the failure of the BOARD to respond pursuant to subparagraph "(c)" shall not in any way cause the term of

the employment of the SUPERINTENDENT to be extended beyond the expiration date hereinabove set forth (to wit, July 31, 2019).

(e) The BOARD shall use its best efforts to provide at least one hundred twenty (120) days' prior notice of its intention to enter into a new employment contract. The BOARD's failure or inability to do so shall not, however, give rise to or be construed as creating any rights on the part of the SUPERINTENDENT to enter into a new employment contract or to any rollover or extension rights in connection with the term of this contract or the SUPERINTENDENT's employment by the DISTRICT.

3. Superintendent's Duties and Responsibilities:

The SUPERINTENDENT shall possess the powers and be charged with the duties:

(a) specified in Education Law Section 1711 and other statutes of the State of New York and the Rules and Regulations of the Commissioner of Education or Board of Regents, including any amendments or successor statutes thereto and subject to the terms and provisions of the foregoing; and

(b) the policies and regulations of the DISTRICT as same may be from time-to-time modified or amended; and

(c) those powers and duties normally associated with the position of SUPERINTENDENT of Schools as the chief executive officer of the DISTRICT, including, but not limited to budget formulation and administration, business administration, pupil course of study and curriculum, public relations, personnel management and labor relations;

(d) The SUPERINTENDENT will organize, reorganize and arrange the administrative and supervisory staff within, pursuant to and consistent with the policies established or to be established by the BOARD and in the manner which, in the judgment of the SUPERINTENDENT and subject to the directives and policies of the BOARD, best serve the DISTRICT. The administration of instructional staff and business affairs will be lodged with the SUPERINTENDENT and administered by her with the assistance of her staff, within, pursuant to and consistent with the directives and policies established or to be established by the BOARD. Subject to BOARD approval, the responsibility of selection and initial placement of staff shall be vested in the SUPERINTENDENT. The transfer of staff shall be vested in the SUPERINTENDENT, subject to BOARD approval. The BOARD

and the SUPERINTENDENT shall use their best efforts to cooperate in providing the best education for the children of the North Merrick Public Schools.

(e) Notwithstanding anything to the contrary contained herein, it is expressly understood that the BOARD retains sole authority in connection with appointments made at the annual reorganization or other similar board meetings, hiring and, subject to applicable laws, terminations of employees, board officers and independent contractors.

(f) The SUPERINTENDENT shall, at all times, keep the BOARD fully apprised of the financial status of the DISTRICT's existing and proposed programs, labor and other contractual issues, and proposed contracts, expenses, etc.

(g) The BOARD expects the SUPERINTENDENT to and the SUPERINTENDENT agrees to continue her professional development and participate in relevant learning experiences. The SUPERINTENDENT shall be encouraged to attend appropriate professional meetings and conferences of professional associations at the local and state levels. The SUPERINTENDENT shall request the prior approval of the BOARD with respect to any expenses in connection therewith for which she expects to be reimbursed in connection with the foregoing.

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(h) The BOARD may, from time-to-time, modify and/or prescribe additional duties and responsibilities of the SUPERINTENDENT, provided that such additional duties and responsibilities are consistent with those normally associated with the position of superintendent. However, in no event shall the BOARD impair or reduce the duties of the SUPERINTENDENT without her consent.

(i) In the event that the SUPERINTENDENT shall seek to undertake speaking engagements, writing, lecturing or other professional duties, obligations and activities which do not interfere with the full and faithful discharge of the SUPERINTENDENT's duties as specified herein or with District policy/policies, she shall submit a request to the BOARD and may undertake same only with the prior approval of the BOARD.

(J) Consistent with and pursuant to Education law Section 211-b(5)(a), the SUPERINTENDENT will cooperate fully with any distinguished educator(s) appointed by the Commissioner of Education.

(k) It is specifically agreed by and between the parties that the SUPERINTENDENT shall devote her full time, skill, labor and attention to her employment by the DISTRICT during the term of this Agreement.

4. Certification:

The SUPERINTENDENT shall, at all times during the period of her employment by the DISTRICT, possess a valid certificate to act as a Superintendent of Schools in the State of New York.

5. Compensation:

(a) The SUPERINTENDENT shall receive no salary or benefits as an employee of the DISTRICT except for the salary and benefits specifically provided in this Agreement.

(b) During her employment by the DISTRICT, the SUPERINTENDENT's salary for each of the additional three (3) years of this Agreement (i.e. from August 1, 2016 to July 31, 2019) shall be \$215,000.00 per year, to be paid in equal installments, every other week, in accordance with the payroll schedule applicable to all DISTRICT employees. The parties recognize, acknowledge and agree that such annual salary shall be prorated for the 2016-2017 fiscal year in view of the commencement of the term of employment on August 1, 2016.

(c) While the BOARD may consider any request for increased compensation during the second and/or third years of the term of this Agreement, notwithstanding anything contained herein to the contrary, the BOARD shall be under no obligation whatsoever to provide for any other increases in salary or any other benefit(s) provided for hereunder during the term of this Agreement.

(d) In no event shall the salary of the SUPERINTENDENT be less than the salary provided during the first year (i.e., August 1, 2016 to July 31, 2017) of this contract.

6. Expense Reimbursement:

(a) In the sole discretion of the BOARD and upon prior approval requested, the SUPERINTENDENT may, upon the granting of such prior approval, incur reasonable expenses in the discharge of her duties, including reasonable expenses for pre-authorized travel, meals and lodging.

(b) The BOARD will pay directly or reimburse the SUPERINTENDENT for all previously authorized and reasonable expenses actually incurred and not otherwise reimbursed in connection with the discharge of her duties,

upon presentation of a reasonably itemized and receipted account (together with any reasonably required additional documentation requested by the DISTRICT Business Office or BOARD) of such expenditures.

(c) The SUPERINTENDENT shall also be entitled to reimbursement for use of her automobile in connection with travel in connection with her duties: such travel reimbursement shall be computed on the basis of travel required outside of the district boundaries only, to be computed upon the then applicable IRS mileage computations.

(d) Upon prior authorization of the BOARD, the SUPERINTENDENT may enroll in such professional organizations as the BOARD shall so authorize. Notwithstanding the foregoing, the SUPERINTENDENT is authorized to enroll in one (1) local and one (1) statewide professional organization.

7. Annual Goals, Objectives, Evaluation and Performance Conference:

(a) Within a reasonable time after the commencement of her employment and, thereafter, on or before August 1 of each subsequent school year of this Agreement,

the SUPERINTENDENT shall provide the BOARD a written statement of the annual goals and objectives (hereinafter referred to as the "Goals and Objectives") which the SUPERINTENDENT intends to concentrate on and achieve during the school year. The BOARD shall review such Goals and Objectives and, in the event that the BOARD concurs with the SUPERINTENDENT's written statement of Goals and Objectives, the BOARD's concurrence will be noted on said written statement by both the SUPERINTENDENT and the BOARD President affixing their signatures thereto.

In the event that the BOARD does not agree with the SUPERINTENDENT's written statement of Goals and Objectives, it shall meet in executive session with the SUPERINTENDENT in an effort to form mutually acceptable Goals and Objectives.

In the event that either the SUPERINTENDENT fails to provide such Goals and Objectives to the BOARD or that the BOARD and the SUPERINTENDENT are unable to achieve agreement in order to form mutually acceptable Goals and Objectives in accordance herewith, then the BOARD may, in its sole discretion and in executive session, determine such Goals and Objectives and shall provide same to the SUPERINTENDENT. The SUPERINTENDENT will be notified, in writing by the President of the BOARD or his/her designees of any changes or modifications which the

BOARD may establish in the Goals and Objectives and the SUPERINTENDENT shall concentrate on those areas.

(b) The BOARD and the SUPERINTENDENT shall use their best efforts to devote at least a portion of one (1) meeting in or about the month of April in each year within the term of the SUPERINTENDENT'S employment by the DISTRICT to an evaluation, in executive session, of her performance, including, but not limited to her having achieved annual student performance and other goals) and her working relationship with the BOARD. At such meeting or by the subsequent meeting, the BOARD shall make an assessment of the SUPERINTENDENT's progress towards achieving the Goals and Objectives on or before the end of February in each school year.

(c) The BOARD shall conduct an annual evaluation of the performance of the SUPERINTENDENT during each year of this Agreement and shall provide the SUPERINTENDENT with a written evaluation to be discussed in an executive session of the BOARD on or about August 1. The written evaluation shall make reference to the SUPERINTENDENT's performance and progress towards achieving the Goals and Objectives. The SUPERINTENDENT shall be provided with a copy of the written evaluation prior to the executive session at which such evaluation shall be discussed.

(d) The BOARD may use the end of the year evaluation and any interim assessment to inform the SUPERINTENDENT of any concerns it may have or any concerns it has received from others. The BOARD shall inform the SUPERINTENDENT of any substantial complaints or concerns of the BOARD or from third parties, as they may occur or may be received.

(e) The parties agree that the setting of Goals and Objectives, as well as any assessment or performance evaluations prepared pursuant to this Article shall constitute a personnel matter and shall be kept confidential to the extent permitted by law.

(f) The failure of the BOARD to comply with any of the provisions of this paragraph "6" shall not constitute any breach or default on the part of the BOARD and shall not give rise to or result in any additional rights on the part of the SUPERINTENDENT.

8. Attendance at Meetings:

(a) The SUPERINTENDENT shall endeavor to and shall attend all board meetings unless:

(1) she is precluded from doing so by reason of her illness, family illness or some other unforeseen event which would preclude her from doing so, or

(2) she shall have requested and obtained prior authorization from the BOARD (through the BOARD President) for her absence.

(b) The BOARD shall provide notice of all BOARD meetings to the SUPERINTENDENT and she shall be permitted to attend and participate in any and all meetings of the BOARD, including but not limited to executive sessions, work sessions, regular meetings, special meetings, emergency meetings, etc., except as otherwise provided herein. At the discretion of the BOARD the SUPERINTENDENT shall be entitled to speak on all matters before the BOARD, but the SUPERINTENDENT shall have no right to vote.

(c) Notwithstanding the foregoing, the BOARD may conduct executive sessions outside of the presence of the SUPERINTENDENT for the purpose of consideration and preparation of the SUPERINTENDENT's evaluation, or the discipline and/or discharge of the SUPERINTENDENT, or any other matter in connection with the SUPERINTENDENT's performance.

9. Benefits:

A. Health, Dental and Optical Insurance:

(a) The SUPERINTENDENT shall be entitled, during the term of this Agreement, to the following "fringe" benefits provided under DISTRICT group policies covering professional staff:

- (1) health insurance;
- (2) dental insurance;
- (3) optical insurance.

(b) During the term of this Agreement, the DISTRICT agrees to pay eighty (80%) percent and the SUPERINTENDENT agrees to pay twenty (20%) percent of all premiums for individual or family health insurance coverage referred to in paragraph "(a)(1)" above.

(c) During the term of this Agreement, the DISTRICT agrees to pay one hundred (100%) percent of all premiums for individual or family insurance coverage referred to in paragraph "(a)(2)" and "(a)(3)" above.

B. Life Insurance:

During the term of this Agreement, the DISTRICT shall pay one hundred (100%) of the non rated premium for a term life insurance policy in the principal amount coverage amount of \$215,000.00.

10. Disability:

The parties agree that in the event that the SUPERINTENDENT should suffer a permanent disability, the DISTRICT shall have the right to terminate this contract upon sixty (60) days' prior written notice to the SUPERINTENDENT.

The term "permanent disability" as utilized herein shall be and is hereby defined as any physical or mental condition which prevents the SUPERINTENDENT from fulfilling her duties and responsibilities, with or without reasonable accommodations, for a period of six months or periods (whether or not consecutive) totalling six months.

It is specifically agreed by and between the parties that: (a) this Agreement shall thereupon be deemed cancelled upon the sixtieth day subsequent to the DISTRICT's having provided the written notice hereinabove referred to in the preceding paragraph; and (b) simultaneous with or following such written notice, the BOARD may appoint an

acting superintendent, who shall immediately thereupon be vested with all of the rights, duties and responsibilities hereinabove enumerated in Article "3" hereof. Notwithstanding the termination pursuant to "(a)" above, the BOARD shall continue the payment for any sick or vacation days which shall have accrued (in accordance with the provisions of this Agreement) but are unused at the time of such cancellation of this Agreement.

11. Vacation and Holidays:

(a) The SUPERINTENDENT shall be granted time off on the following legal and religious holidays, subject, however, to the exceptions that (i) the DISTRICT offices are otherwise closed and (ii) that notwithstanding anything to the contrary, the SUPERINTENDENT agrees to attend to her duties when unusual circumstances require either her attention to the matter or presence in the DISTRICT, without additional compensation and without receiving compensatory time.

Independence Day (July 4th)

Labor Day

Yom Kippur

Ros Hashona

Columbus Day

Veterans Day

Thanksgiving Day

Friday after Thanksgiving (if District office
is closed)

Christmas Day, Christmas Eve and the day
after Christmas

New Year's Eve and New Year's Day

Martin Luther King Day

Presidents' Day

Good Friday

Memorial Day

(b) The SUPERINTENDENT shall be obligated to attend her duties at the central administration office during all times that the central office shall be open, inclusive of recess periods.

(c) The SUPERINTENDENT shall be entitled to accrue 2.033 vacation days at the end of each month of each year during which the SUPERINTENDENT is employed during this Agreement, to wit, a total of twenty-five (25) days at the conclusion of each full year of the term of this Agreement. Notwithstanding anything to the contrary contained herein, the SUPERINTENDENT shall be in attendance for all BOARD meetings, inclusive of the annual reorganization meeting and, further, the SUPERINTENDENT shall be in attendance at

the central administration office from August 15th through the opening of school.

(d) The SUPERINTENDENT may request and receive a cash payment for up to five (5) unused vacation days at the end of each twelve (12) month period.

(e) The SUPERINTENDENT may carry forward up to, but not more than a total of thirty (30) accrued but unused vacation days, for use only.

(f) In the event that the SUPERINTENDENT shall not have accrued sufficient vacation time for a planned vacation, she may request to borrow days which are not yet accrued for use, provided that they are repaid by days as they accrue going forward.

(g) In the event that the SUPERINTENDENT shall retire or shall otherwise leave the employ of the DISTRICT during any year of this AGREEMENT, vacation days shall be proportionately allocated (on the basis of 2.033 vacation days accrued in arrears at the end of each month) during the final year during which the SUPERINTENDENT shall have been employed.

12. Sick Days; Personal and Bereavement Days:

(a) The SUPERINTENDENT shall be provided with an advance sick day bank of 45 days, for use only, with no cash surrender value.

(b) Sick days shall accrue at the rate of 1.25 per month, in arrears, at the end of each month during the term of the SUPERINTENDENT's employment pursuant to this Agreement. As such sick days accrue, there shall be a corresponding diminution of the 45 day advance sick bank.

(c) The SUPERINTENDENT shall be entitled to accumulate her unused sick leave (which has not otherwise been credited to the 45 day sick bank set forth in subparagraph "(a)" above) granted during the period of her employment with the DISTRICT, provided, however, that any such accumulated sick leave shall be for use only; and that there shall be no compensation paid by the DISTRICT to the SUPERINTENDENT for any accumulated, unused sick days at the conclusion of her employment with the DISTRICT.

(d) The SUPERINTENDENT shall be entitled to five (5) personal days and three (3) bereavement days during each twelve (12) month period of her employment. Unused personal and/or bereavement days may not be carried over to any succeeding twelve (12) month period of her employment.

(e) In the event that the SUPERINTENDENT shall retire or shall otherwise leave the employ of the DISTRICT during the term of this Agreement, but prior to the expiration of its 36 month term, sick days, personal days and bereavement days shall have been proportionately allocated to the percentage of the twelve (12) month period during which the SUPERINTENDENT shall have been employed by the DISTRICT pursuant to this Agreement.

(f) Provided that the SUPERINTENDENT shall finally retire from the DISTRICT, only in such event and notwithstanding anything hereinabove set forth to the contrary, the SUPERINTENDENT shall give proper notice to the New York State Teachers' Retirement system and shall actually retire, she shall be entitled to payment for 20% of all earned, accumulated and unused sick days, with the per diem value thereof being computed as of the date that they were accumulated.

13. Working Facilities:

The BOARD shall furnish the SUPERINTENDENT with a private office, secretarial assistance, and other such facilities and services which are reasonably suitable to her position and appropriate for the SUPERINTENDENT to perform her duties. The SUPERINTENDENT shall also be provided a laptop computer and cellular telephone utilizing the same

carrier as that assigned to other DISTRICT personnel for use in connection with her official duties.

14. Tax Sheltered Annuity Benefits:

(a) For each year of this Agreement, the SUPERINTENDENT shall be entitled to deduct from her salary an annual sum up to the maximum permissible amount pursuant to the applicable provisions of the Internal Revenue Code and other applicable statutes and regulations ("annual" being defined as August 1st to the following July 31st of each twelve (12) month period of the SUPERINTENDENT's employment by the DISTRICT) toward the SUPERINTENDENT's purchase of or contribution toward the purchase of a tax-sheltered annuity of the SUPERINTENDENT's choice (subject, however, to DISTRICT policy and practices for instructional personnel), which annuity shall comply with the requirements of section 403(b) of the Internal Revenue Code and the additional guidance set forth in IRS Announcement 95-48 or any then-applicable Internal Revenue Code provisions or announcements.

(b) In the event that the SUPERINTENDENT shall fully decline (i.e., both individual and family coverage) the health insurance benefit hereinabove provided in paragraph "9A(a)(1) and(b)", she shall then be entitled

to receive \$4,000.00 for each twelve (12) month period of such declination, which sum shall either be paid directly to the SUPERINTENDENT or paid into the 403b Tax Deferred Plan hereinabove described in subparagraph "(a)" above, at her election.

(c) The SUPERINTENDENT shall have the sole responsibility to determine that the annuity of her choice shall comply with the requirements of section 403(b) of the Internal Revenue Code, as well as all other applicable provisions of the Internal Revenue Code, guidelines, rules, regulations, policies or statutes of any kind in connection with such annuity, the amount(s) paid or contributed thereto and the tax impacts thereof. Notwithstanding anything contained herein to the contrary, it is expressly agreed by and between the parties that the SUPERINTENDENT hereby agrees to indemnify and save the DISTRICT harmless from and against any and all claims and/or liabilities to the Internal Revenue Service, any other taxing authority or any other person or entity (including the SUPERINTENDENT) in connection with the DISTRICT's contribution and the SUPERINTENDENT's participation in any tax deferred annuity or other tax deferred plan or program.

15. Annual Medical Examination:

Upon the request of the BOARD, the SUPERINTENDENT shall undergo a complete annual physical examination conducted by a physician or physicians acceptable to the BOARD. Such physician or physicians shall certify to the BOARD, in writing, that the SUPERINTENDENT is physically competent to continue to serve in such capacity. The SUPERINTENDENT shall submit a claim to such medical insurance carrier(s) which shall have provided coverage to her at the time of each annual examination. The DISTRICT shall be responsible for the unreimbursed cost of such annual medical examination, provided, however, that the cost to the DISTRICT shall not exceed \$500.00 per year.

16. Death Benefits:

In the event of the death of the SUPERINTENDENT while in the active employment of and by the DISTRICT, her estate shall receive any monetary payment to which she would have been entitled for the period during which she was actively employed (as computed and determined on a pro-rata, percentage basis with respect to the pro-rata, percentage period of the total term of this Agreement during which the SUPERINTENDENT did so serve in the active employment of and by the DISTRICT).

17. Indemnification:

The SUPERINTENDENT shall be entitled to such rights of indemnification as provided by the applicable provisions of the Education Law and Public Officers Law (including Section 18 of the Public Officers Law) together with any other indemnification rights provided by any other applicable provisions of law, in accordance with the specific provisions and conditions predicate thereof.

Notwithstanding the foregoing, the SUPERINTENDENT shall not be entitled to indemnification or reimbursement for the costs of her defense in connection with any criminal charge or any charge or proceeding brought by the BOARD or in connection with any other matter excluded from indemnification or defense costs by (a) any applicable statute; or (b) the terms and provisions of any applicable liability or other insurance policy maintained by the DISTRICT.

In connection with any civil claim, the SUPERINTENDENT shall be obligated to:

(1) provide prompt notice to the BOARD of any claim or potential claim, in accordance with statutory requirements, for which she is entitled to indemnification; and

(2) cooperate fully in her defense and that of the DISTRICT.

18. Termination:

This Agreement and the employment of the SUPERINTENDENT by the DISTRICT may be terminated at any time, with cause, by written notice from the BOARD to the SUPERINTENDENT not less than one hundred twenty (120) days prior to its effective date (provided, further, that the BOARD may, at its sole and exclusive discretion, delegate the powers and duties of the SUPERINTENDENT to an Acting Superintendent during such one hundred twenty (120) day period).

Notwithstanding anything to the contrary contained herein, such termination may only be for reasons of incompetency, misconduct or violation of law, as such reasons shall be determined by the BOARD.

In the event of the SUPERINTENDENT's resignation during the term of this Agreement, such resignation shall not be effective for one hundred twenty (120) days from the date of submission, unless the parties shall agree to a shorter effective date.

19. Notice:

(a) All notices under this Agreement, unless otherwise specifically provided herein, shall be in writing and may be served either personally or by certified or registered mail, return receipt requested. Notices service by certified or registered mail shall be deemed given on the third day after mailing.

(b) All notices to be served upon the BOARD shall be served upon the District Clerk at the District Offices at the District Offices.

(c) All notices to be served upon the SUPERINTENDENT shall be served upon her at her residence address as hereinabove set forth in this Agreement or such subsequent substitute residence address.

20. Written Agreement:

This document shall constitute the entire Agreement between the parties with respect to the terms and conditions of the SUPERINTENDENT's employment by the DISTRICT. None of the provisions of this Agreement, including this provision, shall be modified except in a writing approved by resolution of the BOARD and executed by

both parties. Any modifications or extensions of the term of this Agreement shall be in the form of an amendment to this Agreement, and shall not be construed as a new Agreement.

There are no other agreements, oral or otherwise, except as specifically set forth in this document. The parties agree that the fact that representatives of one party or the other may have drafted all or parts of a particular provision of this Agreement shall not be used or admissible as evidence against that party in the event of a disagreement between the parties as to the proper meaning of that provision. The parties acknowledge that this Agreement is a document which has been negotiated by both parties and the parties agree that for purposes of construction neither party is deemed to be the draftsman thereof.

21. Severability:

Should any provision or portion thereof contained in this Agreement be held unconstitutional, invalid or unenforceable for any reason, the remainder of the Agreement, or portions thereof, shall be deemed severable, shall not otherwise be affected and shall remain in full force and effect. It is understood and agreed that should any provision or portion thereof contained in this Agreement

be held unconstitutional, invalid or unenforceable for any reason, which provision or portion thereof represents a monetary value or benefit to the SUPERINTENDENT, the parties agree that they will immediately meet and come to a mutual agreement on a substitute provision, providing the SUPERINTENDENT with similar value or benefit.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date(s) hereinbelow set forth.

BOARD OF EDUCATION
NORTH MERRICK UNION
FREE SCHOOL DISTRICT
NUMBER 29

Dated: 8 14, 2016

By 
JONATHAN BUTLER, President

Dated: 6 13, 2016


CYNTHIA SENIUK

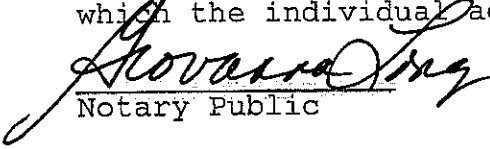
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06.10.16

STATE OF NEW YORK)

ss.:

COUNTY OF NASSAU)

On the 14 day of June in the year 2016,
before me, the undersigned, a Notary Public in and for said
State, personally appeared CYNTHIA SENIUK, personally known
to me or proved to me on the basis of satisfactory evidence
to be the individual whose name is subscribed to the within
instrument and acknowledged to me that he executed the same
in his capacity, and that by his signature on the
instrument, the individual, or the person upon behalf of
which the individual acted, executed the instrument.


Notary Public

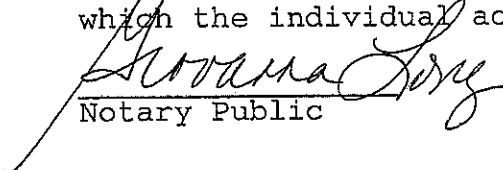
GIOVANNA LONG
Notary Public, State of New York
No. 01BL6139483
Qualified in Nassau County
Commission Expires January 9, 2014
2018

STATE OF NEW YORK)

ss.:

COUNTY OF NASSAU)

On the 13 day of June in the year 2016,
before me, the undersigned, a Notary Public in and for said
State, personally appeared CYNTHIA SENIUK, personally known
to me or proved to me on the basis of satisfactory evidence
to be the individual whose name is subscribed to the within
instrument and acknowledged to me that she executed the same
in her capacity, and that by her signature on the
instrument, the individual, or the person upon behalf of
which the individual acted, executed the instrument.


Notary Public

GIOVANNA LONG
Notary Public, State of New York
No. 01BL6139483
Qualified in Nassau County
Commission Expires January 9, 2014
2018

nmsnkk1B
05.23.16

Dec 2016

AMENDMENT TO
EMPLOYMENT AGREEMENT

AGREEMENT, made this 1st day of December 2016 between the BOARD OF EDUCATION OF THE NORTH MERRICK UNION FREE SCHOOL DISTRICT NUMBER 29, TOWN OF HEMPSTEAD (hereinafter referred to interchangeably as "the BOARD" and/or "the DISTRICT"), having its principal office at 1057 Merrick Avenue, North Merrick, New York 11566, and CYNTHIA SENIUK, Ed.D., residing at 4 Tangle Lane, Wantagh, New York 11563 (hereinafter referred to as "the SUPERINTENDENT").

W I T N E S S E T H :

WHEREAS, the Board has heretofore employed CYNTHIA SENIUK as the SUPERINTENDENT of Schools of the DISTRICT upon the terms and conditions of employment set forth in a employment agreement dated 12/1, 2016 (hereinafter, "the Agreement"); and

WHEREAS, the parties have determined that it is in the best interest of the DISTRICT to amend the Agreement as hereinbelow set forth.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and in further consideration of other and further good and valuable consideration, the parties hereby agree as follows:

1. Preambles:

The preambles ("WHEREAS" paragraphs set forth above) are specifically incorporated herein by reference.

2. Superintendent's Duties and Responsibilities:

In addition to the powers and duties of the SUPERINTENDENT which have heretofore been set forth in the Agreement, the parties have determined that the efficient operation of the DISTRICT shall be enhanced by the BOARD's delegating to the SUPERINTENDENT the right to determine whether or not the DISTRICT offices and facilities and operations shall remain open or closed (or the extent to which such facilities and operations shall remain open or closed) during any one or more of the following student recess holiday periods:

- (a) the Christmas/Chanukah recess; and/or
- (b) the President's week recess; and/or
- (c) the Easter/Passover recess.

In making her determination(s), the SUPERINTENDENT shall incorporate factors including, but not limited to, cost savings, efficiency of operation of the DISTRICT, collective bargaining agreements, sufficient notice to staff and the public, as well as such other factors that the SUPERINTENDENT shall, in her sole and reasonable discretion, determine to be relevant to such determination(s).

Such determination(s) shall be made:

(a) in accordance with the terms and provisions of the delegation of such authority by the BOARD pursuant to a duly adopted resolution; and

(b) such resolution shall, in the discretion of the BOARD, be revocable; and

(c) such determination(s) of the SUPERINTENDENT relative to which, if any, recess periods, shall be affected by her discretionary determination(s) of closure; and

(d) such determination(s) shall be made by the SUPERINTENDENT, upon her sole discretion and upon sufficient notice to staff and public; and

3. Professional Organizations:

Paragraph "6" of the Agreement shall be amended by the provision of the following:

(d) Upon prior authorization of the BOARD, the SUPERINTENDENT may enroll in such professional organizations as the BOARD shall so authorize. Notwithstanding the foregoing, the SUPERINTENDENT is authorized to enroll in the following local and statewide professional organizations: New York State Council of School Superintendents; Nassau Suffolk School Boards; Nassau County Council of School Superintendents; Southeast Quadrant of School Superintendents; and ACSO.

4. Benefits:

Health Insurance:

In the event that the SUPERINTENDENT shall decline such health insurance benefits as she is or shall be entitled to pursuant to the terms of the Agreement, she shall be entitled to receive a monetary payment in lieu thereof equal to one-third (1/3) of the health insurance premium applicable to a family policy from the DISTRICT resulting from her declination, for such period as she shall so decline during her employment by the DISTRICT. The Superintendant shall receive two (2) payments totaling 1/3 of the declined health insurance premiums: (1) the first paycheck in January and (2) the last paycheck in June.

5. Ratification and Reaffirmation:

In all other respects, the parties ratify and reaffirm the remaining provisions of the Agreement, as modified and amended by the foregoing.

6. Written Agreement:

This document shall constitute the entire Agreement between the parties with respect to the terms and conditions of the SUPERINTENDENT's employment by the

DISTRICT. None of the provisions of this Agreement, including this provision, shall be further modified except in a writing approved by resolution of the BOARD and executed by both parties. Any further modifications or extensions of the term of this Agreement shall be in the form of an amendment to this Agreement, and shall not be construed as a new Agreement.

There are no other agreements, oral or otherwise, except as specifically set forth in this document. The parties agree that the fact that representatives of one party or the other may have drafted all or parts of a particular provision of this Agreement shall not be used or admissible as evidence against that party in the event of a disagreement between the parties as to the proper meaning of that provision. The parties acknowledge that this Agreement is a document which has been negotiated by both parties and the parties agree that for purposes of construction neither party is deemed to be the draftsman thereof.

7. Severability:

Should any provision or portion thereof contained in this Agreement be held unconstitutional, invalid or unenforceable for any reason, the remainder of the

Agreement, or portions thereof, shall be deemed severable, shall not otherwise be affected and shall remain in full force and effect. It is understood and agreed that should any provision or portion thereof contained in this Agreement be held unconstitutional, invalid or unenforceable for any reason, which provision or portion thereof represents a monetary value or benefit to the SUPERINTENDENT, the parties agree that they will immediately meet and come to a mutual agreement on a substitute provision, providing the SUPERINTENDENT with similar value or benefit.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date(s) hereinbelow set forth.

BOARD OF EDUCATION
NORTH MERRICK UNION
FREE SCHOOL DISTRICT
NUMBER 29

Dated: __ __, 2016

By Wendy Gargiulo
WENDY GARGIULO, President

Dated: __ __, 2016

Cynthia Senik
CYNTHIA SENIK
Superintendent of Schools

June 2017

Amendment to Employment Agreement

AGREEMENT, made this 13 day of June, 2017 between the BOARD OF EDUCATION OF THE NORTH MERRICK UNION FREE SCHOOL DISTRICT NUMBER 29, TOWN OF HEMPSTEAD (hereinafter referred to as "the BOARD" and/or "the DISTRICT"), having its principal office at 1057 Merrick Avenue, North Merrick, New York 11566, and CYNTHIA SENIUK, Ed.D., residing at 4 Tangle Lane, Wantagh, New York 11563 (hereinafter referred to as "the SUPERINTENDENT").

WHEREAS, the BOARD has employed CYNTHIA SENIUK as the SUPERINTENDENT of Schools of the DISTRICT upon the terms and conditions of employment set forth in an employment agreement dated June 14, 2016, as amended by agreement dated December 1, 2016 (hereinafter, "the Agreement"); and

WHEREAS, the parties have determined that it is in the best interest of the DISTRICT to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and in further consideration of other and further good and valuable consideration, the parties hereby agree as follows:

1. Term of Agreement:

The term of the Agreement shall be extended through July 31, 2022, replacing the previous expiration date of July 31, 2019, unless sooner terminated.

2. Superintendent's Duties and Responsibilities:

The BOARD revokes the delegation and/or granting of rights to the SUPERINTENDENT as provided in the Amendment to the Agreement dated December 1, 2016,

Section 2, "Superintendent's Duties and Responsibilities." Accordingly, the BOARD revokes the SUPERINTENDENT's delegation and/or right to determine whether or not the DISTRICT offices and facilities and operations shall remain open or closed (or to the extent to which such facilities and operations shall remain open or closed) during any one or more of the following student recess holiday periods: (a) the Christmas/Chanukah recess; (b) President's week recess; and/or (c) Easter/Passover recess. While the BOARD will take into consideration the recommendations of the SUPERINTENDENT, the authority to determine whether DISTRICT offices and facilities shall remain open or closed during these times shall rest with the BOARD alone.

3. Ratification and Reaffirmation:

In all other respects, the parties ratify and reaffirm the remaining provisions of the Agreement, as modified and amended.

4. Written Agreement:

This document shall constitute the entire Agreement between the parties with respect to the terms and conditions of the SUPERINTENDENT's employment by the DISTRICT. None of the provisions of this Agreement, including this provision, shall be further modified except in a writing approved by resolution of the BOARD and executed by both parties. Any further modifications or extensions of the term of this Agreement shall be in the form of an amendment to this Agreement, and shall not be construed as a new Agreement.

There are no other agreements, oral or otherwise, except as specifically set forth in this document. The parties agree that the fact that representatives of one party or the other may have drafted all or parts of a particular provision of this Agreement shall not be used or admissible as evidence against that party in the event of a disagreement between the parties as to the proper

meaning of that provision. The parties acknowledge that this Agreement is a document which has been negotiated by both parties and the parties agree that for purposes of construction neither party is deemed to be the draftsman thereof.

5. Severability:

Should any provision or portion thereof contained in this Agreement be held unconstitutional, invalid or unenforceable for any reason, the remainder of the Agreement, or portions thereof, shall be deemed severable, shall not otherwise be affected and shall remain in full force and effect. It is understood and agreed that should any provision or portion thereof contained in this Agreement be held unconstitutional, invalid or unenforceable for any reason, which provision or portion thereof represents a monetary value or benefit to the SUPERINTENDENT, the parties agree that they will immediately meet and come to a mutual agreement on a substitute provision, providing the SUPERINTENDENT with similar value or benefit.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date(s) set forth below.

BOARD OF EDUCATION
MERRICK UNION FREE SCHOOL
DISTRICT NUMBER 29

Dated: 6/13/17

By: Wendy Gargiulo
WENDY GARGIULO, President

Dated: 6/13/17

By: Anthony Perini

CYNTHIA SENIUK
Superintendent of Schools

GGDOCS-340248069-48

NORTH MERRICK UNION FREE SCHOOL DISTRICT
North Merrick, New York

MEMORANDUM

*Boe app
6/13/17*

TO: Dr. Seniuk

FROM: Joanne Long
District Clerk

DATE: June 7, 2017

SUBJECT: Amended Contract

Please add to the June 13, 2017 Board agenda the following resolution:

BE IT RESOLVED, that the Employment Agreement between the North Merrick UFSD and Cynthia Seniuk, Ed.D., dated June 13, 2017, is hereby amended.

Thank you,

Joanne Long
District Clerk

BOE app
10/10/2017**AMENDMENT # 3 TO EMPLOYMENT AGREEMENT**

AMENDMENT made this 10th day of October, 2017 by and between the BOARD OF EDUCATION OF THE NORTH MERRICK UNION FREE SCHOOL DISTRICT, DISTRICT NUMBER 29, TOWN OF HEMPSTEAD (hereinafter referred to as "the BOARD" and/or "the DISTRICT"), having its principal office at 1057 Merrick Avenue, North Merrick, New York 11566 and CYNTHIA SENIUK, Ed.D., residing at 4 Tangle Lane, Wantagh, New York 11563 (hereinafter referred to as "SUPERINTENDENT").

WITNESSETH

WHEREAS, on June 1, 2016, the BOARD and the SUPERINTENDENT of Schools, Cynthia Seniuk previously entered into Agreement governing the employment of the SUPERINTENDENT through July 31st, 2019.

WHEREAS, said Agreement was amended by Resolution adopted by the BOARD on December 1, 2016; and

WHEREAS, said Agreement was Amended by Resolution adopted by the BOARD on June 13, 2017, to, among other things, extend the term of employment to July 31st, 2022; and

WHEREAS, the parties have determined that it is in the best interest of the District to amend the Agreement, as amended and modified, as follows:

1. Section 5 of the Agreement entitled "Compensation" shall be amended as follows:

(b) The SUPERINTENDENT's annual base salary for the period from the 1st day of August 2017, to the 30th day of June 2018 shall reflect a 1.5 percent increase from the previous year's base salary of \$215,000.00. Accordingly, the SUPERINTENDENT's annual base salary for the period from the 1st day of August 2017, to the 30th day of June

2018, shall be \$218,225.00. Such annual salary shall be prorated to reflect that the increase is for an eleven (11) month period.

(c) While the BOARD may consider any request for increased compensation during each year of the term of this Agreement, notwithstanding anything contained herein to the contrary, the BOARD shall be under no obligation whatsoever to provide for any other increase or salary or any other benefit(s) provided for hereunder during the term of this agreement.

2. Section 11 of the Agreement entitled "Vacation and Holidays" shall be amended to as follows:

Replace the first sentence of paragraph "(c)" to read:

(c) Commencing with the 2017-2018 school year, on July 1 of each school year of the Agreement, the SUPERINTENDENT shall be credited with twenty-five vacation days on an annual basis....

Replace paragraph "(d)" to read:

(d) Commencing with the 2017-2018 school year, the SUPERINTENDENT is eligible to receive a cash payment for up to ten (10) unused vacation days at the end of each twelve (12) month period, at the rate of 1/240 of her annual salary.

3. Section 12 of the Agreement entitled "Sick Days, Personal and Bereavement Days" shall be amended as follows:

Delete existing paragraph "(c)". Substitute new paragraph "(c)" as follows:

The SUPERINTENDENT shall be entitled to accumulate her unused sick leave (which has not otherwise been credited to the 45 day sick bank set forth in subparagraph "(a)" above) granted during the period of her employment with the DISTRICT, up to a maximum of 180

days, provided, however, that any such accumulated sick leave shall be for use only; and that there shall be no compensation paid by the DISTRICT to the SUPERINTENDENT for any accumulated, unused sick days at the conclusion of her employment with the DISTRICT, except as set forth at paragraph "(f)".

Paragraph "(f)" – Revise paragraph "(f)" by deleting the word "all" and substituting the words "up to 180 of her".

Add a new Paragraph "(g)" as follows:

(g) In lieu of accruing sick days at the rate of 1.25 per month pursuant to subparagraph (b) of this Section, commencing with the 2017-2018 school year and on each subsequent July 1st during the term of this Agreement, the SUPERINTENDENT shall be credited with fifteen (15) sick days on an annual basis. As such sick days are credited, to the extent there are one (1) or more days remaining in the sick bank after the diminutions previously applied as per subparagraph (b), there shall be a corresponding diminution of the sick bank until such time as the bank is depleted. By way of example only, if there are twenty (20) days in the SUPERINTENDENT'S sick bank as of June 30, 2017, on July 1, 2017, the SUPERINTENDENT would be credited with fifteen (15) sick days and the sick bank would be reduced to five (5) days. On July 1, 2018, the SUPERINTENDENT would be credited with an additional fifteen (15) sick days and the sick bank would be reduced to zero (0) days, thus depleting the bank and dissolving it thereafter.

Add new Paragraph "(h)" as follows:

(h) The Superintendent shall promptly report to the District Clerk any leave days (vacation, personal, bereavement, or sick days) she anticipates utilizing during the fiscal year. To the extent leave days must be taken prior to reporting same to the District Clerk, the Superintendent shall report such days taken to the District Clerk as soon as practicable (i.e., within one week) upon her return to the District.

4. Section 6 of the Agreement shall be amended to add the following paragraph:

(e) Commencing August 1, 2016, the SUPERINTENDENT shall be provided with a monthly stipend of \$50 for use towards cellular phone fees.

5. Ratification and Reaffirmation:

In all other respects, the parties ratify and reaffirm the remaining provisions of the Agreement, as modified and amended.

6. Written Agreement:

This document shall constitute the entire Agreement between the parties with respect to the terms and conditions of the SUPERINTENDENT's employment by the DISTRICT. None of the provisions of this Agreement, including this provision, shall be further modified except in a writing approved by resolution of the BOARD and executed by both parties. Any further modifications or extensions of the term of this Agreement shall be in the form of an amendment to this Agreement, and shall not be construed as a new Agreement.

There are no other agreements, oral or otherwise, except as specifically set forth in this document. The parties agree that the fact that representatives of one party or the other may have drafted all or parts of a particular provision of this Agreement shall not be used or admissible as evidence against that party in the event of a disagreement between the parties as to the proper

meaning of that provision. The parties acknowledge that this Agreement is a document which has been negotiated by both parties and the parties agree that for purposes of construction neither party is deemed to be the draftsman thereof.

7. Severability:

Should any provision or portion thereof contained in this Agreement be held unconstitutional, invalid or unenforceable for any reason, the remainder of the Agreement, or portions thereof, shall be deemed severable, shall not otherwise be affected and shall remain in full force and effect. It is understood and agreed that should any provision or portion thereof contained in this Agreement be held unconstitutional, invalid or unenforceable for any reason, which provision or portion thereof represents a monetary value or benefit to the SUPERINTENDENT, the parties agree that they will immediately meet and come to a mutual agreement on a substitute provision, providing the SUPERINTENDENT with similar value or benefit.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date(s) set forth below.

Dated: 10/10/2017

Dated: 10/10/2017

BOARD OF EDUCATION
MERRICK UNION FREE SCHOOL
DISTRICT NUMBER 29

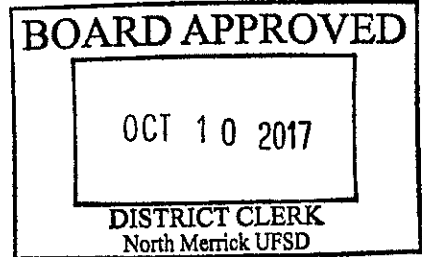
By: Wendy Gargiulo
WENDY GARGIULO, President

By: Cynthia Seniuk
CYNTHIA SENIUK
SUPERINTENDENT OF SCHOOLS

GGDOCS-340248069-60

NORTH MERRICK UNION FREE SCHOOL DISTRICT

Monthly School Board Meeting
Tuesday, October 10, 2017
8:00 PM – Open Meeting – GPR



AGENDA

1. CALL TO ORDER 8:05 pm
2. PLEDGE OF ALLEGIANCE → Moment of silence
3. INSPIRATIONAL MESSAGE: "There is nothing wrong with change, if it is in the right direction." - Winston Churchill
4. BULLETIN BOARD RECOGNITION: Mrs. Schutte's class - OMR
5. APPROVAL OF MINUTES: September 12th Monthly Meeting and October 2nd Special Meeting. JP/TM7-
6. APPROVAL OF WARRANTS, BUDGET TRANSFERS and WIRE TRANSFERS, as detailed in the Friday mailing. JP/SE 7-0
7. APPROVAL OF TREASURER'S REPORTS, as detailed in the Friday mailing. JP/SE 7-0
8. PUBLIC COMMENTS (For agenda items only)
Any person wishing to make comments or raise questions shall come forward to the microphone and state their name and address. Questions are to be addressed to the Board President, not to individual board members. Personal attacks on individual board members, administrators and staff will not be tolerated and may be cause to adjourn the meeting. There will be no back and forth dialogue. Out of courtesy and fairness to the rest of the audience, each visitor will limit his/her remarks to one item, not to exceed a thirty minute session, or ask only one question. Public discussion on matters relating to staff and students, by which their reputation, privacy, or rights to due process, or those of others could be in some way violated, is prohibited.
9. PRESENTATION: *Business Office Recognition/June Lunn Recognition*
Self-directed IEPs
10. SUPERINTENDENT'S REPORT
11. BUSINESS
Consent A
↓
 - a) The Board of Education approves the audited financial statements for the 2016-17 school year supplied by R.S. Abrams & Co., LLP.
 - b) The Board of Education approves the submission of the attached Corrective Action Plan to the findings in the district's overall Independent Auditor Report for the 2016-17 school year.
 - c) The Board of Education approves the transportation contract extension with Guardian Bus Company at the full C.P.I. of 1.8% for the 2017-2018 school year.
 - d) The Board of Education approves Lucille Cosentino and Fran Bacon, licensed 19A examiners to administer all Department of Motor Vehicles 19A mandatory tests for New York State Bus Drivers for the 2017-2018 school year. Total cost not to exceed \$900.
 - e) The Board of Education approves the contract with Skyline Cruise Lines, Inc. in connection with the Old Mill Road School cruise of NYC departing from the World's Fair Marina, Flushing Queens on June 4, 2018 in the amount of \$7,650.
 - f) The Board of Education accepts the donation of \$500 from the Old Mill Road 6th Grade Committee to be used towards the deposit of the 6th grade boat trip on June 4, 2018.

- ↓
J
- g) The Board of Education approves the contract with Skyline Cruise Lines, Inc. in connection with the Camp Avenue School cruise of NYC departing from the World's Fair Marina, Flushing Queens on May 30, 2018, in the amount of \$6,275.
 - h) The Board of Education accepts the donation of \$500 from the Camp Avenue 6th Grade Committee to be used towards the deposit of the 6th grade boat trip on May 30, 2018.
 - i) The Board of Education approves the disposal of equipment that is no longer in use and obsolete by the PPS office: Claifone headsets and TriBeam charging station
 - j) The Board of Education approves the disposal of equipment that is no longer in use and obsolete by OMR School: thirty desks JP/TR 7-0

12. CONTRACTS

- a) The Board of Education approves the following resolution:
WHEREAS, on September 12, 2017, the Board of Education of the North Merrick Union Free School District appointed Samuel Carder to the position of Director of School Facilities, pending clearance from the Nassau County Civil Service Commission (the "Commission");
WHEREAS, the Commission has provided such clearance; and
NOW, THEREFORE, BE IT RESOLVED, the Board of Education hereby approves the Benefit and Compensation Agreement with Samuel Carder for the position of Director of School Facilities for a term commencing on October 16, 2017 and ending on June 30, 2018; and
BE IT FURTHER RESOLVED, the Board of Education authorizes the President of the Board of Education to execute the Agreement. JP/TR 7-0
- b) The Board of Education approves the following resolution:
RESOLVED, the Board of Education hereby approves Amendment #3 to Employment Agreement between the Board of Education and Dr. Cynthia Seniuk, as more fully discussed in executive session, and hereby authorizes the President of the Board to execute said Amendment on behalf of the Board. JP/JH 7-0

13. PERSONNEL ACTIONS REPORT

The Board of Education approves the Personnel Actions Report, as detailed in the Friday mailing. JP/TM 7-0

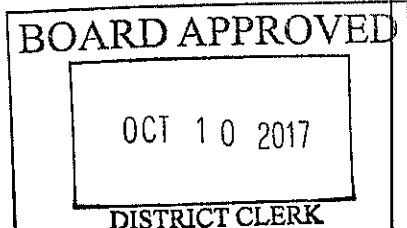
Consent 14. SPECIAL SERVICES

- A
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D
- a) The Board of Education approves Kristin Albanese as the Special Education Assistive Technology Consultant at a rate of \$35 per hour, not to exceed 30 hours during the 2017-2018 school year. (grant funded)
 - b) The Board of Education approves the four (4) Individualized Education Programs which were developed by the Committee on Preschool Special Education, as detailed in the Friday mailing.
 - c) The Board of Education approves the seven (7) Individualized Education Programs which were developed by the Committee on Special Education, as detailed in the Friday mailing.
 - d) The Board of Education approves the contract between North Bellmore UFSD and the North Merrick USFD for tuition for one non-resident Special Education student for the summer of 2017. JP/SE 7-0

15. REPORT OF COMMITTEES

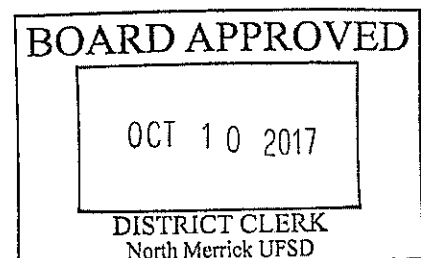
High School – Ms. Gargiulo and Ms. Steve Enella
School Community Relations/PTA Council – Mr. Todd Ransom and Ed Corona
Buildings & Grounds – Mr. Pinto, Mr. Enella and Mr. Ransom

16. COMMUNICATIONS/CORRESPONDENCE



- 17. UNFINISHED BUSINESS - Motion made to include Wendy Gargiulo on PTA Council
- 18. NEW BUSINESS
- 19. PUBLIC (same procedure applies)
- 20. ADJOURNMENT into executive session 9:18 PM TR/SE 7-0

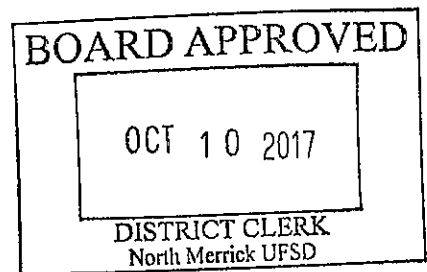
Next meeting - November 14, 2017



SUPERINTENDENT OF SCHOOLS' REPORT
October 10, 2017

RESOLUTION

RESOLVED, the Board of Education hereby approves Amendment #3 to Employment Agreement between the Board of Education and Dr. Cynthia Seniuk, as more fully discussed in executive session, and hereby authorizes the President of the Board to execute said Amendment on behalf of the Board.



Boe app
6/11/19

Amendment #4 to Employment Agreement

AGREEMENT, made this 11th day of June, 2019 between the BOARD OF EDUCATION OF THE NORTH MERRICK UNION FREE SCHOOL DISTRICT NUMBER 29, TOWN OF HEMPSTEAD (hereinafter referred to as "the BOARD" and/or "the DISTRICT"), having its principal office at 1057 Merrick Avenue, North Merrick, New York 11566, and CYNTHIA SENIUK, Ed.D., residing at 4 Tangle Lane, Wantagh, New York 11793 (hereinafter referred to as "the SUPERINTENDENT").

WHEREAS, on June 1, 2016 the BOARD and the SUPERINTENDENT of Schools, Cynthia Seniuk previously entered into an Agreement governing the employment of the SUPERINTENDENT through July 31, 2019.

WHEREAS, said Agreement was Amended by Resolution adopted by the BOARD on December 1, 2016; and

WHEREAS, said Agreement was Amended by Resolution adopted by the BOARD on June 13, 2017, to among other things, extend the term of employment to July 31, 2022; and

WHEREAS, said Agreement was Amended by Resolution adopted by the BOARD on October 10, 2017, to among other things, set the Superintendent's salary for the period August 1, 2017 through June 30, 2018; and

WHEREAS, the parties have determined that it is in the best interest of the DISTRICT to amend the Agreement, as amended and modified, as follows:

1. Section 5 of the Agreement entitled "Compensation" shall be amended as follows:

(b) The SUPERINTENDENT's annual base salary for the period from the 1st day of July 2018, to the 30th day of June 2019 shall be Two Hundred Eighteen Thousand Two Hundred Twenty-Five (\$218,225.00) Dollars. The SUPERINTENDENT's annual base salary for the period from the 1st day of July 2019, to the 30th day of June 2020 shall be Two Hundred Twenty-Eight Thousand (\$228,000.00) Dollars. The SUPERINTENDENT's annual base salary for the period from the 1st day of July 2020, to the 30th day of June 2021 shall be Two Hundred Thirty-Four Thousand (\$234,000.00) Dollars. The SUPERINTENDENT's annual base salary for the period from the 1st day of July 2021, to the 30th day of June 2022 shall be Two Hundred Forty Thousand (\$240,000.00) Dollars.

2. Section 9 of the Agreement entitled "Benefits" shall be amended to add a new sub paragraph (A) (d) as follows:

(d) Provided the SUPERINTENDENT shall finally retire from the DISTRICT and her husband pre-deceases her, the DISTRICT shall pay 70% of the premium of the individual New York State health insurance plan for life provided she is not eligible for health insurance coverage pursuant to the plan of her spouse. Should

the SUPERINTENDENT have previously declined health insurance coverage, she shall be entitled to re-enter the plan at retirement if she is no longer eligible for health insurance coverage pursuant to the plan of her spouse with a DISTRICT contribution of 70% of the cost of premium.

3. Section 11 of the Agreement entitled "Vacation and Holidays" shall be amended as follows:

(e) The SUPERINTENDENT may carry forward up to, but not more than, a total of thirty (30) accrued but unused vacation days. Upon the SUPERINTENDENT's separation of service from the DISTRICT (other than for cause), the SUPERINTENDENT shall be entitled to a cash payment for up to 30 accrued but unused vacation days at the rate of 1/240th of her annual base salary.

(f) The SUPERINTENDENT shall be entitled to paid holiday leave according to the approved CSEA calendar for twelve-month employees.

ADD new paragraph "h" which shall read:

(h) The SUPERINTENDENT shall input her leave days (vacation, personal, bereavement, or sick days) into the district-approved time reporting system, which will be verified by the Assistant Superintendent for Business and Operations.

4. Paragraph (f) of Section 12 of the Agreement entitled "Sick Days; Personal and Bereavement Days" shall be amended to delete "20%" and substituting "50%".

5. Section 18 of the Agreement entitled Termination" shall be amended to delete the first two paragraphs and replaced with the following language:

(a) The SUPERINTENDENT may only be discharged for cause, and then only after a due process hearing as follows. Charges against the SUPERINTENDENT may only be brought by the Board and all such charges shall be in writing setting forth, in detail, the allegations. The Superintendent shall submit a written answer to such charges within twenty (20) days. If the Superintendent denies the charges, she shall be entitled to a fair hearing on said charges before an independent hearing officer mutually agreed upon by the parties. In the event that the parties cannot agree upon a hearing officer within fifteen (15) days after the answer to the charges has been served on the District Clerk, the parties shall arrange for a hearing officer pursuant to the Rules of the American Arbitration Association (AAA).

The SUPERINTENDENT may be suspended, with full pay and benefits, from the performance of her duties during the pendency of such hearing and shall be entitled to due process protection at such hearing, including, but not limited to the right to be represented by counsel (at her own expense); to present, cross-examine and subpoena witnesses; to subpoena documents, papers, letters or other tangible evidence; to have all testimony given under oath; to receive a transcript of the hearing; to receive written findings of fact and conclusions of law from the hearing officer. The hearing shall be a private hearing. The hearing officer's findings of fact shall be promptly submitted to the Board of Education for its final written determination.

6. Ratification and Reaffirmation:

In all other respects, the parties ratify and reaffirm the remaining provisions of the Agreement, as modified and amended.

7. Written Agreement:

This Amendment, the prior Amendments and the Agreement shall constitute the entire Agreement between the parties with respect to the terms and conditions of the SUPERINTENDENT's employment by the DISTRICT. None of the provisions of the documents, including this provision, shall be further modified except in a writing approved by resolution of the BOARD and executed by both parties. Any further modifications or extensions of the term of this Agreement shall be in the form of an amendment to this Agreement and shall not be construed as a new Agreement.

There are no other agreements, oral or otherwise, except as specifically set forth in this document. The parties agree that the fact that representatives of one party or the other may have drafted all or parts of a particular provision of this Agreement shall not be used or admissible as evidence against that party in the event of a disagreement between the parties as to the proper meaning of that provision. The parties acknowledge that this Agreement is a document which has been negotiated by both parties and the parties agree that for purposes of construction neither party is deemed to be the draftsman thereof.

8. Severability:

Should any provision or portion thereof contained in this Agreement be held unconstitutional, invalid or unenforceable for any reason, the remainder of the Agreement, or portions thereof, shall be deemed severable, shall not otherwise be affected and shall remain in full force and effect. It is understood and agreed that should any provision or portion thereof contained in this Agreement be held unconstitutional, invalid or unenforceable for any reason, which provision or portion thereof represents a monetary value or benefit to the SUPERINTENDENT, the parties agree that they will immediately meet and come to a mutual

agreement on a substitute provision, providing the SUPERINTENDENT with similar value or benefit.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date(s) set forth below.

BOARD OF EDUCATION
MERRICK UNION FREE SCHOOL
DISTRICT NUMBER 29

Dated: 6/11/2019

By: Jennifer Hyland
JENNIFER HYLAND
President

Dated: 6/11/2019

By: Cynthia Seniuk
CYNTHIA SENIUK
Superintendent of Schools

Final June 11, 2019

Aug 2020

**AMENDMENT TO EMPLOYMENT AGREEMENT
DATED JUNE 14, 2016 FOR CYNTHIA SENIUK
SUPERINTENDENT OF SCHOOLS**

AMENDMENT, made this 11th day of August, 2020 to the June 14, 2016 Agreement between CYNTHIA SENIUK, Superintendent of Schools (hereinafter referred to as the "Superintendent"), and the BOARD OF EDUCATION of the North Merrick Union Free School District (hereinafter referred to as the "Board").

WHEREAS, the parties entered into an Agreement dated the 14th day of June, 2016 establishing the benefits and other remunerations paid to the Superintendent by the Board for her services as Superintendent of Schools, and

WHEREAS, the parties entered into an Amendment to Agreement dated the 1st day of December, 2016 and

WHEREAS, the parties entered into an Amendment to Agreement dated the 13th day of June, 2017; and

WHEREAS, the parties entered into an Amendment to Agreement dated the 10th day of October, 2017; and

WHEREAS, the parties entered into an Amendment to Agreement dated the 11th day of June, 2019.

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 June 14, 2016 Agreement, the Amendment thereto dated December 1, 2016 the Amendment thereto dated June 13, 2017, the Amendment dated thereto October 10, 2017 and the

Amendment thereto dated June 11, 2019 shall continue in full force and effect during the term of employment of the Superintendent, except as expressly modified herein.

SECOND: **Term of Employment**

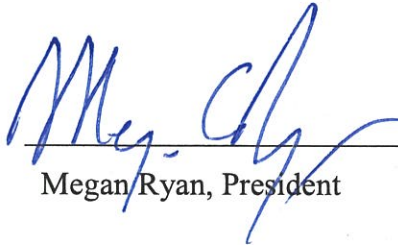
The term of the Employment Agreement shall be extended through July 31, 2023, replacing the previous expiration date of July 31, 2022 set forth in the June 13, 2017 Amendment, unless sooner terminated as set forth in the terms of the June 14, 2016 Agreement.

THIRD: **Compensation**

Effective July 1, 2020, the Superintendent's annual salary shall remain at the same level of compensation that was in effect for the 2019-2020 school year.

NORTH MERRICK UNION FREE
SCHOOL DISTRICT

By:


Megan Ryan, President


Cynthia Seniuk, Superintendent



NORTH MERRICK
UNION FREE SCHOOL DISTRICT
—Nurturing Young Minds—

Agenda Item Details

Meeting	Aug 11, 2020 - Monthly School Board Meeting
Category	5. BUSINESS
Subject	U. The Board of Education approves the following: BE IT RESOLVED that the Board President is authorized to execute an amendment dated August 11, 2020 to the June 14, 2016 Employment Agreement with Dr. Cynthia Seniuk, Superintendent of Schools, as detailed in the mailing.
Access	Public
Type	Action
Recommended Action	The Board of Education approves the following: BE IT RESOLVED that the Board President is authorized to execute an amendment dated August 11, 2020 to the June 14, 2016 Employment Agreement with Dr. Cynthia Seniuk, Superintendent of Schools, as detailed in the mailing.

Public Content

Administrative Content

Executive Content

Amendment to C. Seniuk Agreement dated August 11, 2020.pdf (177 KB)

Motion & Voting

The Board of Education approves the following: BE IT RESOLVED that the Board President is authorized to execute an amendment dated August 11, 2020 to the June 14, 2016 Employment Agreement with Dr. Cynthia Seniuk, Superintendent of Schools, as detailed in the mailing.

Motion by Michelle Gordon, second by Vincent Lentini.

Final Resolution: Motion Carried

Yes: Vincent Lentini, Tracey Miller, Michelle Gordon, Megan Ryan, Steve Enella

No: Robert Crowley

Dec 13, 2022

**AMENDMENT TO EMPLOYMENT AGREEMENT
DATED JUNE 14, 2016 FOR CYNTHIA SENIUK
SUPERINTENDENT OF SCHOOLS**

AMENDMENT, made this 13th day of December, 2022 to the June 14, 2016 Agreement between CYNTHIA SENIUK, Superintendent of Schools (hereinafter referred to as the "Superintendent"), and the BOARD OF EDUCATION of the North Merrick Union Free School District (hereinafter referred to as the "Board").

WHEREAS, the parties entered into an Agreement dated the 14th day of June, 2016 establishing the benefits and other remunerations paid to the Superintendent by the Board for her services as Superintendent of Schools, and

WHEREAS, the parties entered into an Amendment to Agreement dated the 1st day of December, 2016 and

WHEREAS, the parties entered into an Amendment to Agreement dated the 13th day of June, 2017; and

WHEREAS, the parties entered into an Amendment to Agreement dated the 10th day of October, 2017; and

WHEREAS, the parties entered into an Amendment to Agreement dated the 11th day of June, 2019; and

WHEREAS, the parties entered into an Amendment to Agreement dated the 11th day of August, 2020;

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 June 14, 2016 Agreement, the Amendment thereto dated December 1, 2016 the Amendment thereto dated June 13, 2017, the Amendment dated thereto October 10, 2017, the Amendment thereto dated June 11, 2019; and the Amendment thereto dated August 11, 2020 shall continue in full force and effect during the term of employment of the Superintendent, except as expressly modified herein.

SECOND: **Term of Employment**

The term of the Employment Agreement shall be extended through July 31, 2026, replacing the previous expiration date of July 31, 2023 set forth in the August 11, 2020 Amendment, unless sooner terminated as set forth in the terms of the June 14, 2016 Agreement.

THIRD: **Compensation**

Section 5 of the Agreement entitled "Compensation" shall be amended as follows: Effective July 1, 2022, the Superintendent's annual salary shall be TWO HUNDRED SIXTY THOUSAND (\$260,000) DOLLARS.

Effective July 1, 2023 the Superintendent's annual salary shall increase by two (2%) percent from the prior year's salary.

Effective July 1, 2024, the Superintendent's annual salary shall increase by two (2%) percent from the prior year's salary.

Effective July 1, 2025, the Superintendent's annual salary shall increase by two (2%) percent from the prior year's salary.

FOURTH: **Benefits**

Section 9(A(d) of the Agreement under the caption "Benefits", which was added in the June 11, 2019 Amendment, shall be amended as follows:

(d) Provided the SUPERINTENDENT shall finally retire from the DISTRICT and her husband pre-deceases her, the DISTRICT shall pay 80% of the premium of the individual or family New York State health insurance plan ("NYSHIP") for life provided she is not eligible for health insurance coverage pursuant to the plan of her spouse. Should the SUPERINTENDENT have previously declined health insurance coverage, she shall be entitled to re-enter the plan at retirement if she is no longer eligible for health insurance coverage pursuant to the plan of her spouse with a DISTRICT contribution of 80% of the premium cost for individual or family coverage under the NYSHIP plan for life.


FIFTH: Section 11.d of the Agreement under the caption "Vacation and Holidays", which was amended in the October 10, 2017 Amendment, shall be further amended as follows:

(d) Commencing with the 2022-23 school year, the SUPERINTENDENT is eligible to receive a cash payment for up to fifteen (15) unused vacation days at the end of each twelve (12) month period, at the rate of 1/240th of her annual salary.

NORTH MERRICK UNION FREE
SCHOOL DISTRICT

By:


Megan Ryan, President


Cynthia Seniuk, Superintendent