

**EMPLOYMENT AGREEMENT** made this \_\_\_\_ day of October 2023 by and between the BOARD OF EDUCATION OF THE DEER PARK UNION FREE SCHOOL DISTRICT, SUFFOLK COUNTY NEW YORK (the “Board”), and MARGUERITE JIMENEZ, residing at [REDACTED] [REDACTED] (“Ms. Jimenez,” “Assistant Superintendent for Business and Operations” or “Assistant Superintendent”).

**WITNESSETH:**

**WHEREAS,** Marguerite Jimenez has been continuously employed as the Assistant Superintendent for Business and Operations of the Deer Park Union Free School District (“District”) since October 23, 2008, tenured on October 26, 2011.

**WHEREAS,** the Board desires to continue to employ Ms. Jimenez as the District’s Assistant Superintendent for Business and Operations; and

**WHEREAS,** the parties desire that a written agreement specify the terms and conditions of the employment of the Assistant Superintendent; and

**WHEREAS,** the parties have mutually agreed upon the following terms and conditions relative to the Assistant Superintendent’s employment by the Board;

**NOW, THEREFORE,** in consideration of the agreements hereinafter set forth, and other good and valuable consideration, the parties agree as follows:

1. **Term.** This Agreement shall continue in full force and effect during Ms. Jimenez’s employment with the Deer Park School District, unless otherwise terminated, modified, or extended in a writing, executed by both parties, and shall not be susceptible to oral modifications, nor shall parol evidence be admissible to establish any oral modification thereof.

2. **Certification.** The Assistant Superintendent shall possess a valid certificate to act as a school district administrator in the State of New York at all times during the term of her employment with the District as Assistant Superintendent for Business and Operations.

3. **Duties and Responsibilities.** The Assistant Superintendent agrees to perform, to the best of her ability all of the duties and services usually performed by a school business administrator in New York State, in accordance with the laws of the State of New York and applicable rules and regulations of the Board of Regents and the Commissioner of Education of New York, as well as such other duties as may be assigned by the Superintendent of Schools.

4. **Compensation.** (i) The Assistant Superintendent's annual base salary for the period July 1, 2023 through June 30, 2024 shall be \$222,561.22. For the school year July 1, 2024 through June 30, 2025 the annual base salary shall be increased at the rate of 3%. For the school year July 1, 2025 through June 30, 2026 the annual base salary shall be increased at the rate of 3%. Annual base salary thereafter shall be determined by the Board of Education, upon the recommendation of the Superintendent of Schools. In no event shall the Assistant Superintendent's annual base salary in any given contract year be less than the annual base salary set for the previous contract year. In no event shall the Assistant Superintendent's annual base salary exceed the annual base salary of the Superintendent of Schools.

(ii) While the Assistant Superintendent for Business and Operations remains Assistant Superintendent, she shall qualify for annual longevity stipends, not added to base salary, as follows:

Upon completion of three years as Assistant Superintendent: \$3,000 annually

Upon completion of six years as Assistant Superintendent: an additional \$4,000 annually

Upon completion of nine years as Assistant Superintendent: an additional \$5,000 annually

(iii) In addition, upon completion of 20 years of Deer Park School District service, the Assistant Superintendent shall annually receive \$3,000 longevity stipend not added to annual base salary.

5. **Performance Evaluation.** The Superintendent of Schools shall annually provide a written evaluation of the Assistant Superintendent's performance.

6. **Work Year; Holidays.** The Assistant Superintendent's work year shall be twelve months (July 1 – June 30). Except in case of emergency, the Assistant Superintendent shall not be required to work on holidays noted in Attachment 1, which is annexed and made a part of this Agreement.

7. **Vacation.** The Assistant Superintendent shall be entitled to thirty (30) paid vacation days annually, which days shall be earned at the rate of two and one-half days per month. Vacation days shall be taken at such time or times as shall be mutually agreeable to the parties. Vacation days shall not be carried over into the following year, but the Assistant Superintendent may cash in up to ten (10) unused vacation days annually, paid at the Assistant Superintendent's daily rate.<sup>1</sup>

8. **Leave.** (i) Sick Leave: The Assistant Superintendent for Business and Operations shall be credited with thirteen (13) days of paid sick leave on July 1<sup>st</sup> of each year. Such sick leave shall accumulate to a maximum of 250 days, for use in the event of illness, and for no monetary payment except as noted in Paragraph 9 (ii) below.

(ii) Personal Leave: The Assistant Superintendent for Business and Operations shall be credited with five (5) personal days on July 1<sup>st</sup> of each year. Unused personal days from each year will be converted to sick days.

9. **Payment Upon Retirement.** Upon 90 days' prior written notice of her retirement from the District, the Assistant Superintendent shall be entitled to the following:

- (i) compensation for up to 20 days of unused vacation days, with the daily rate based on the final year's annual base salary;

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<sup>1</sup> The Assistant Superintendent's daily rate shall be calculated at the rate of 1/220 of her annual base salary for all purposes contained in this agreement.

- (ii) \$1,000 for each unused sick day at retirement to a maximum of ten days which payment shall be made as a lump sum, non-elective employer contribution to the Assistant Superintendent's section 403(b) account, to the maximum extent permissible by applicable law.

10. **Insurance.** The District shall contribute 80% and the Assistant Superintendent shall contribute 20% of the cost of the premium (family or individual coverage) for health insurance coverage in the New York State Health Insurance Plan (NYSHIP). In addition, the District shall contribute 80% and the Assistant Superintendent shall contribute 20% of the cost of the premiums (family or individual coverage) for the dental and optical plans.

a) Excess Major Medical Benefits. Excess major medical coverage shall be made available to the Assistant Superintendent, provided, however, that the Assistant Superintendent shall pay 100% of the premium for said coverage.

b) Insurance in Retirement. Upon retirement from the District, the Assistant Superintendent shall contribute the same percentage rate of premium contribution toward health insurance (individual or family coverage), dental insurance, and vision insurance, as she contributed immediately prior to the effective date of her retirement.

11. **Section 125 Plan.** The Assistant Superintendent may elect to participate in the District's Section 125 plan for the purpose of making health insurance contributions, pursuant to any and all policies of the District governing the implementation of the Section 125 Plan.

12. **Life Insurance.** While employed by the District, the District shall provide the Assistant Superintendent with a term life insurance policy in the face amount of \$150,000, at no cost to the Assistant Superintendent.

13. **Long Term Disability.** Long term disability coverage shall be available to the Assistant Superintendent, provided that the premium shall be paid 100% by the Assistant Superintendent.

14. **Paragraph Headings.** The paragraph headings contained in this agreement are for convenience of reference only. If there is a conflict between any such heading and the text of the agreement, the text shall control.

15. **Severability.** If, during the term of this agreement, a specific clause of this agreement is determined by a court of competent jurisdiction to be illegal under federal or state law, the remainder of the agreement not affected by such ruling shall remain in full force and effect.

Dated: \_\_\_\_\_, 2023  
Deer Park, New York

For the Board:

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Donna Marie Elliott, President  
Board of Education

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Marguerite Jimenez  
Assistant Superintendent