

5/22/17

HUNTINGTON UNION FREE SCHOOL DISTRICT
HUNTINGTON, NEW YORK

EMPLOYMENT AGREEMENT

SUPERINTENDENT OF SCHOOLS

AGREEMENT made the of , 2017, between the BOARD OF EDUCATION, HUNTINGTON UNION FREE SCHOOL DISTRICT, Suffolk County, New York, (hereinafter, the “Board”) and JAMES W. POLANSKY, residing at , New York (hereinafter, the “Superintendent”).

WITNESSETH:

WHEREAS, the Board has previously employed the Superintendent as the chief executive and administrative officer of the District upon the terms and conditions of employment set forth herein and;

WHEREAS, the Board wishes to enter into a further agreement covering the period July 1, 2017 through June 30, 2022, upon the terms and conditions of employment set forth herein; and

WHEREAS, the Superintendent has accepted the Board’s offer of continued employment; and

WHEREAS, the parties have mutually agreed upon the following terms and conditions relative to the Superintendent’s employment.

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

1. Offer of Employment

The Board, pursuant to Section 1711(3) of the New York Education Law, and in accordance with a resolution duly adopted at a meeting held on , 2017

hereby continues to employ JAMES W. POLANSKY as the Superintendent of Schools of the District upon the terms and conditions set forth in this Agreement.

2. Acceptance by Superintendent

The Superintendent hereby accepts said offer of continued employment and agrees to perform to the best of his ability the duties of such position.

3. Term of Employment

a) The Superintendent's term of employment shall be for a five (5) year period, commencing on July 1, 2017, and terminating on June 30, 2022, unless further extended or sooner terminated as provided herein.

b) The Superintendent shall be provided with at least six months' notice as to the Board's decision not to renew his contract at the expiration thereof. However, the failure to provide notice pursuant to this paragraph shall not act so as to renew or extend this contract beyond its expiration date.

c) The Superintendent shall provide the Board with at least six months' notice should he decide not to seek renewal at the expiration of this contract. Further, the Superintendent shall provide the Board at least six months' notice should he determine to seek other employment at any time during the term of this contract.

d) Any extension of the term of the Superintendent's employment shall be in the form of an amendment to this Agreement; and shall be upon the same terms and conditions as herein set forth unless otherwise agreed in writing by the parties.

4. Compensation

a) For the period July 1, 2017 through June 30, 2018, the annual salary shall be Two Hundred Twenty-Eight Thousand Eight Hundred Eighty-Eight (\$228,888.00) Dollars.

b) For each succeeding year of this agreement, the Superintendent's salary shall be determined by the Board of Education. However, in no event shall said salary be less than that of the previous year.

c) In addition to the salary referred to above, the Board shall make a non-elective 403(b) contribution in the sum of Twenty Thousand (\$20,000) Dollars during each year of this agreement. The 403(b) tax sheltered annuity shall be selected by the Superintendent.

5. Dismissal

During the term of this Agreement the Superintendent shall not be discharged except for just cause which shall include but not be limited to: a) Insubordination, immoral character or conduct unbecoming to a Superintendent; b) Inefficiency, incompetency, physical or mental disability, or neglect of duty; c) Failure to maintain certification as required by the regulations of the Commissioner of Education; and only after a due process hearing before the Board of Education or a hearing officer selected by the Board whose finding shall be advisory only to the Board. The Superintendent shall have the right to service of written charges, notice of hearing and representation by legal counsel at the hearing, the cost of such legal counsel shall be borne by the Superintendent. During any such hearing process, a suspension of the Superintendent by the Board shall be with pay for a maximum of 90 days. Thereafter, any such suspension shall be without pay. Charges against the Superintendent may only be brought by the Board and all such charges shall be in writing.

6. Attendance at Meetings

The Superintendent shall have the right to attend all Board and Board committee meetings, except as to those executive sessions that are called to discuss the Superintendent's performance/employment, and all citizens' committee meetings and to provide administrative recommendations on each item of business considered by each of these groups.

7. Superintendent's Duties and Responsibilities

a) The Superintendent, shall be the Chief Administrative Officer of the District and shall have the power and obligation to perform all those duties and to accept all those responsibilities as are:

(1) set forth in Section 1711 of the Education Law of the State of New York, including any amendments thereof or successor statutes thereto;

(2) specified in the Policy Manual of the Board;

(3) normally associated with the position of Superintendent of Schools; or

(4) imposed upon or granted to a Superintendent of Schools under the provisions of the Education Law or other statute of the State of New York, or by Rule or Regulation of the Commissioner of Education.

b) The Board may, from time to time, in conjunction with the Superintendent and upon mutual consent, prescribe additional duties and responsibilities except that it shall not, without consent, adopt by-laws or resolutions nor, in any way, manner or means, impair, reduce or reassign the duties and responsibilities of the position of Superintendent as set forth in subparagraph "a" above. If additional duties and responsibilities are assigned, the same shall be in character and consistent with the position of Superintendent.

c) With respect to their relationships to one another and the determination of their respective powers and duties, the parties acknowledge that they are both subject to the laws of the State of New York and the applicable rules and regulations of the Board of Regents and the Commissioner of Education of the State of New York.

d) The Superintendent shall devote his full time and best efforts to the exercise of such powers and the performance of such duties, and may with the prior written approval of the

Board of Education, engage in consultation work, speaking engagements, professional writing or lecturing or other professional duties and activities with or without remuneration provided that any such activity is performed at no expense to the District and does not interfere with the performance and/or discharge of the Superintendent's duties and/or responsibilities under this Agreement.

8. Board Referral

The Board, individually and collectively, shall promptly refer to the Superintendent for his study and recommendation, any and all criticisms, complaints, suggestions, communications or comments regarding any aspect of the operation of the District or the Superintendent's performance of his duties. The Superintendent shall promptly respond to these referrals and shall advise the Board of his findings and intended actions regarding same.

9. Performance Evaluation

a) The Board shall devote one meeting during the months of May or June in 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 developed and agreed upon by the Board of Education in consultation with the Superintendent and shall be reduced to writing in a form developed by the Board of Education in consultation with the Superintendent. The Superintendent shall be provided with a copy of the written evaluation, signed by all members of the Board, at least five (5) days prior to the executive session of the Board scheduled to discuss such evaluation.

b) The Board also shall devote at least a portion of one meeting during the month of January in each year during the Superintendent's employment by the District to a general discussion in executive session between the Board and the Superintendent with respect to his performance and his working relationship with the Board.

c) Subject to use in connection with Paragraphs 3 and 4 hereof, and except as provided by law, the performance evaluation shall be confidential and shall be kept so by the Board, individual Board members, Board members-elect, and agents of the Board and the Superintendent; provided, however, that the Superintendent may disclose the results of such performance evaluation to prospective employers.

10. Certification

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.

11. Vacation Leave

The Superintendent shall receive twenty-three (23) days vacation exclusive of legal holidays set forth below for each contract year. Such vacation may be taken at any time during the contract year in which it is earned subject to the prior notification and approval of the Board, except that the Superintendent shall be entitled to accumulate a maximum of forty (40) vacation days for use purposes only.

The parties expressly agree that authorized absences during school recess periods (other than paid holidays as set forth herein) shall be charged to vacation entitlement.

12. Holidays

The Superintendent shall be entitled to the following paid holidays:

Independence Day	Christmas Day
Labor Day	New Year's Eve
Columbus Day	New Year's Day
Veterans' Day	Martin Luther King Day
Thanksgiving Day	Presidents' Day
Thanksgiving Friday	Good Friday

Christmas Eve

Memorial Day

13. Sick Leave

The Superintendent shall be entitled to thirteen (13) sick days per year and shall be subject to accumulation for use purposes only. Sick leave may be used for illness or injury to the Superintendent or a member of his immediate family. "Immediate family" shall be defined as spouse, children, parents, grandparents or siblings.

14. Other Leaves of Absence

a) Disability

If the Superintendent is unable to render the services required of him hereunder by reason of sickness or other disability for a period of time extending beyond the Superintendent's sick leave entitlement (as the same may then exist or may be extended by the Board) then, in that event, the Board shall grant the Superintendent an extended leave for an additional three calendar months at full pay. Upon the expiration of three months from the Superintendent's exhaustion of his sick leave entitlement, at the option of the Board and upon written notice to the Superintendent, the Board may grant a further leave, with or without compensation (and, if compensated, at a rate determined by the Board) or the Board may terminate this Agreement. In the event of such termination, the compensation provided for herein shall be paid to the Superintendent for and including the month to which such extended leave has been granted.

b) Personal

The Superintendent shall be entitled to three (3) personal leave days each year of this Agreement without loss of pay. Such leave days shall not be cumulative as personal leave. Unused personal days shall convert to sick days at the end of each year and shall be subject to accumulation pursuant to Paragraph "13" hereof.

c) Bereavement

The Superintendent shall be entitled to five (5) days paid bereavement leave per year in the event of death in the immediate family as defined in Paragraph 13 hereof.

15. Professional Conferences and Meetings

The Superintendent shall be entitled to such time away from the District to attend professional conferences and meetings as the parties to this contract shall from time to time agree.

16. Insurance Benefits

a) Health and Dental

1) In addition to the Superintendent's salary as provided herein, the Board shall provide to the Superintendent family health and dental insurance coverage under the District's plans, the cost of which shall be paid 80% by the District as to health and 80% as to dental insurance.

2) The Superintendent shall have the option to withdraw from or elect not to participate in the health and hospital insurance family plan provided they are covered under a spouses health coverage. Should the Superintendent exercise this option, he shall notify the District of his intentions in writing by June 1, or within 15 calendar days following his first day of employment. The Superintendent shall receive a sum equal to 50% of the District's share of the premium (hereinafter referred to as the "declination benefit") the District would have paid on his behalf based on the premium in effect the preceding January 1. Such payment shall be made in two installments, i.e., in the final paycheck in December and the final paycheck in June in the school year in which no health and hospital insurance was provided.

3) Should the Superintendent withdraw from the health and hospital insurance plan, he shall, upon request, be reinstated to coverage subject to the rules and regulations of the

health insurance plan in effect at the time of reinstatement. If the Superintendent requests reinstatement during the school year for which he had exercised his option as described in subparagraph (2) above, the Superintendent shall receive a pro rated portion of the declination benefit based on the premium in effect the preceding January 1.

4) If the Superintendent's spouse is eligible for participation in the New York State Empire Insurance Program for health and hospital coverage, the Superintendent shall be obligated to decline family coverage and receive either individual coverage or the benefit set forth at subparagraph (2) hereof, as to individual coverage only.

b) Excess Major Medical and Vision Care

In the event that the Superintendent elects to participate in the Empire option of the District's health insurance plan, he shall also be entitled to participate in the District's excess major medical and vision care coverage, the cost of which shall be paid 85% by the District.

c) Life Insurance

During the term of this contract, the Superintendent shall remain eligible for participation in the District's group term life insurance program with the Administrators' bargaining unit (DSPA) the premiums of which shall be paid for by the District.

17. Expense Reimbursement

The Superintendent is authorized to incur reasonable expenses in the discharge of his duties, including, but not limited to, expenses for travel and lodging, professional association dues and fees; attendance at professional conferences and meetings on national, state and local levels; and similar items related to his employment. Expenses in excess of \$500 shall be subject to prior approval of the Board of Education.

The Board will pay or reimburse the Superintendent for such expenses upon presentation of an itemized account of such expenditures, within thirty (30) days of the date incurred.

18. Indemnification

The Board will provide legal counsel and will indemnify the Superintendent against all uninsured financial loss arising out of any proceeding, 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 at the direction of the Board. This provision shall survive the expiration of this contract as to acts committed during the course of the Superintendent's employment and within the scope of his duties.

19. Membership in Professional Associations

The Board shall pay the annual dues for the Superintendent to be a member of the New York State Council of School Superintendents, American Association of School Administrators and local Superintendent Associations.

20. Other Work

Except as provided in Paragraph "7(d)" of this Agreement the Superintendent agrees to devote his full working time to the District and to engage in no other gainful employment during the terms of this contract, unless agreed to by the Board.

21. Medical Examinations

a) The Superintendent agrees to have a comprehensive medical examination performed prior to his employment by a duly licensed physician of his choice. The cost of said examination shall be borne by the school district. A report certifying the Superintendent's fitness

for duty shall be submitted to the President of the Board of Education and filed with the Clerk of the Board and shall be treated as confidential information by the Board.

b) At the Board's request, the Superintendent agrees to have a comprehensive medical examination performed once during each twelve (12) month period of his employment and to file a full report from the examining physician which shall also certify to his fitness for duty with the Clerk of the Board. Such report and statement will be treated as confidential information by the Board and the cost of such annual medical examination shall be paid by the Board for any amount not reimbursed by the Superintendent's health insurance policy.

c) In the event that by reason of sickness or other disability the Superintendent shall be incapacitated from rendering the services required of him beyond any sick leave benefits, including those referred to at Paragraph 14(a), or as the same may be extended by the Board of Education, then at the option of the Board of Education and upon written notice to the Superintendent, the Board of Education may terminate this Agreement. In such event, the compensation provided shall be paid to the Superintendent for and including the month in which this Agreement shall have been so terminated.

22. Written Agreement

This Agreement shall continue in full force and effect for the term expressed herein unless otherwise terminated, modified or extended in accordance with the provisions of Paragraphs "3" and "4" hereof, or by an Agreement in writing between the parties.

23. Severability

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

24. Distinguished Educator

The Superintendent is required to and shall cooperate fully with any distinguished educator appointed by the Commissioner, as required by law.

25. The failure of either the District or the Superintendent at any time to require the performance by the other of any of the terms, provisions, or agreement hereof shall in no way affect the right thereafter to enforce the same and shall not constitute the waiver of either to any breach of any of the terms, provisions or agreement or be construed as a waiver of any succeeding breach.

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

BOARD OF EDUCATION
HUNTINGTON UNION
FREE SCHOOL DISTRICT

JAMES W. POLANSKY
Superintendent

THOMAS DiGIACOMO
President