

7/11/23

AGREEMENT

THIS AGREEMENT, made the 11th day of July, 2023, by and between the BOARD OF EDUCATION, HUNTINGTON UNION FREE SCHOOL DISTRICT (hereinafter referred to as "Board"), and CHRISTIAN BOWEN (hereinafter referred to as "Superintendent").

WITNESSETH:

WHEREAS, the Board has offered to employ 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 Superintendent has agreed to accept the Board's offer; and

WHEREAS, it is the parties' belief that a written contract fully specifying the terms and conditions of the Superintendent's employment will promote effective communication between the parties; 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 set forth herein, and other good and valuable consideration, the parties agree as follows:

1. Offer of Employment.

The Board, pursuant to 1711(3) of the New York Education Law and in accordance with a resolution duly moved, seconded and adopted at a meeting held on July 11, 2023, hereby offers to employ the Superintendent upon the terms and conditions set forth in this Agreement.

2. Acceptance by Superintendent.

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

3. Superintendent's Duties and Responsibilities.

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

- (i) Set forth in §1711 of the Education Law of the State of New York, including any amendments thereof or successor statutes thereto;
- (ii) Specified in the Policy Manual of the Board;
- (iii) Normally associated with the position of Superintendent of Schools, including, but not limited to, budget formulation and administration, pupil course of study and curriculum, public relations, personnel management and labor relations;
- (iv) 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, prescribe additional duties and responsibilities except that it shall not 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. If additional duties and responsibilities are assigned, the same shall be in character and consistent with the position of Superintendent of Schools.

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 be given notice of and be permitted to attend and participate in any and all meetings of the Board in whatever form except in executive session where

the Board is discussing the performance or evaluation of the Superintendent. The Superintendent shall be given notice of and be permitted to attend and participate in any meetings of Board appointed committees or Board appointed citizens' committees. The Superintendent's availability to attend a meeting shall not prevent the convening of a duly noticed Board meeting.

E. 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.

4. Qualifications.

The Superintendent represents that he is duly licensed under the laws of the State of New York and the Rules and Regulations of the State Department of Education to serve as Superintendent of Schools of the School District, and is fully competent to perform the duties of such office.

5. Term of Employment.

A. The Superintendent's term of employment shall commence on September 2, 2023 and terminate on September 1, 2026 unless further extended or sooner terminated as set forth herein.

B. Effective August 15, 2023, Mr. Bowen shall be appointed as Deputy Superintendent of Schools for the period terminating September 1, 2023. For said service, he shall be paid the annual sum as set forth in Paragraph 6(A) hereof prorated for the period referred to in this paragraph.

C. Any extension of the term of the Superintendent's employment shall be in the form of a written 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.

D. The Board of Education must give the Superintendent six (6) months' prior written notice of its intention to extend or renew his employment as Superintendent prior to the expiration of this agreement. 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.

E. The Superintendent shall give the Board at least six (6) months' written notice of his intent to terminate this agreement.

6. Base Salary.

A. For the period September 2, 2023 through September 1, 2024, the Superintendent's base salary shall be at the annual rate of Two Hundred Forty Thousand (\$240,000.00) Dollars.

B. The annual salary to be paid to the Superintendent shall be gross sums and there shall be deducted therefrom such withholdings as are required by law and those sums authorized by the Superintendent. The Superintendent's annual salary shall be paid in twenty-six (26) equal biweekly installments in accordance with a schedule established by the Board.

C. The Superintendent's compensation for each subsequent twelve month period of employment shall be determined by the Board no later than June 15 in each year; provided, however, that in no event shall the Superintendent's base salary for any twelve month period of employment be less than the amount of the base salary received during the preceding twelve month period.

D. In addition to the salary referred to above, the Board shall make a non-elective 403(b) contribution in the sum of Three Thousand (\$3,000) Dollars during each year of this agreement. The 403(b) tax sheltered annuity shall be selected by the Superintendent. The

Superintendent may make voluntary contributions to such plan and may contribute to a flexible benefits plan pursuant to Section 125 of the Internal Revenue Code.

7. Vacation Leave.

The Superintendent shall be credited with twenty-five (25) days' vacation leave annually on September 1st. Vacations of more than five (5) consecutive workdays may only be taken upon prior approval of the Board President. Such vacation may be taken at any time during the contract year in which it is earned 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.

8. Holidays.

The Superintendent shall be entitled to the following 14 paid holidays:

Independence Day	Christmas Day
Labor Day	New Year's Day
Veterans' Day	Martin Luther King Day
Thanksgiving Day	Thanksgiving Friday
Good Friday	Memorial Day
Juneteenth	

The remaining three days shall be selected from this list:

- Columbus Day
- Day before Christmas
- Day after Christmas
- Day before New Year's
- Yom Kippur
- Rosh Hashanah
- Eid Holidays

9. Sick Leave.

Upon commencing employment, the Superintendent shall be credited with a sick leave bank of 30 sick days. Said days shall be for use purposes only. Effective September 1, 2026, any unused days remaining in this bank shall expire.

Beginning September 2, 2023 and each September 2 thereafter, 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.

10. 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 "9" 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 9 hereof.

d) Legal Proceedings

For any mandated appearance and legal proceedings where the Superintendent is subpoenaed, or any legal proceedings connected with his employment with the School District.

e) Jury Duty

Time necessary for serving on jury duty.

11. 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 80% by the District.

c) Life Insurance

During the term of this agreement, the District shall pay to the Superintendent up to \$1,500 annually for the purchase of a split dollar life insurance policy which shall provide in the event of the Superintendent's death, the District shall be reimbursed for its contributions to the cost of premiums from the death benefit.

12. Other Remunerative Employment.

Except as provided in Paragraph 3(E) 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 term of this Agreement, unless agreed to by the Board.

13. 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.

14. 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.

15. 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.

16. Medical Examinations.

a) The Superintendent agrees to have a comprehensive medical examination performed by a duly licensed physician of his choice no later than December 31, 2023. 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. The cost of said examination shall be borne by the school district.

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.

17. Board Referral.

The Board, individually and collectively, shall promptly and discreetly refer to the Superintendent, for his study and recommendation, any and all criticism, complaints, suggestions, communications, or comments regarding the administration of the School District, the Superintendent's performance of his duties and the performance of duties of other employees of the School District.

18. Performance Evaluation.

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 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. Said criteria shall be developed no later than October 15th of each year and shall be reduced to writing in a form developed by the Board of Education in consultation with the Superintendent. The final evaluation each year shall be reduced to writing. 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 any executive session of the Board that is subsequently scheduled to discuss such evaluation.

19. Hearing Procedures.

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 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 and benefits for a maximum of 150 days. Thereafter, any such suspension shall be without pay or benefits. Charges against the Superintendent may only be brought by the Board and all such charges shall be in writing. The Board may accept, reject or modify the decision of the hearing officer by the adoption of a formal Board resolution in executive session within ten (10) days of the date of receipt by the Board of the hearing officer's decision. The Decision of the Board may be appealed to the Commissioner of Education by the Superintendent pursuant to §310 of the Education Law within the time period provided therein following the date of the Board's implementation of said decision. Should the Superintendent elect to be represented by legal counsel in connection with such charges, such legal expenses shall be incurred by him.

20. Indemnification.

A. The District agrees, as a further condition of this employment contract, that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his individual capacity, or

in his official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of his employment or under the direction of the Board.

B. The Board agrees to provide legal counsel and to indemnify the Superintendent against all uninsured financial loss arising out of any proceeding, claim, demand, suit or judgment by reason of the alleged negligence or other conduct resulting in bodily or other injury to any person or damage to the property of any person committed while the Superintendent is acting within the scope of his employment or under the direction of the Board.

C. As a condition of receiving such indemnification, the Superintendent shall, within five days of the time he is served with any summons, complaint, process, notice, demand or pleading, deliver a copy of the same to the Board.

D. If a conflict exists as to the defense to such claim between the legal position of the Superintendent and the legal position of the District, the Superintendent may engage counsel in which event the District shall indemnify the Superintendent for the reasonable costs of legal defense. A determination as to the existence of a conflict shall be made in accordance with the provisions of Public Officers Law Section 18(3)(b).

21. Distinguished Educator.

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

22. Residency.

The Superintendent shall maintain a permanent residence within Nassau or Suffolk County and will provide the District with written proof thereof. In the event that the Superintendent fails to comply with the provisions of this paragraph, the entire contract will be deemed null and void.

23. Contract In Its Entirety.

The parties agree that this contract contains the entire understanding between the parties and that there are no representations, conditions, understandings, promises, or consideration of any nature whatsoever, except as herein expressed. This Agreement shall govern in the event of a conflict with any provision of Board policy.

24. Waiver.

Any waiver of any provision in this contract shall not be deemed to be a waiver of any other or of a subsequent breach, and shall not be construed to be a modification of the terms of the contract.

25. Severability.

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

26. 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 have duly executed this Agreement the day and year first above written.

BOARD OF EDUCATION, HUNTINGTON
UNION FREE SCHOOL DISTRICT

By: 

Xavier Palacios, President



Christian Bowen, Superintendent