

**EMPLOYMENT AGREEMENT  
INTERIM SUPERINTENDENT OF SCHOOLS**

AGREEMENT, by and between the BOARD OF EDUCATION OF THE HUNTINGTON UNION FREE SCHOOL DISTRICT (“District” or “Board”) and ALAN GROVEMAN (“Interim Superintendent” or “Dr. Groveman”) is hereby constituted as follows.

**WITNESSETH**

WHEREAS, the position of Superintendent of Schools (“Superintendent”) was vacated effective as of the close of business on May 22, 2024; and

WHEREAS, the Board is in the process of searching for a new Superintendent; and

WHEREAS, while said search continues, the Board is desirous of appointing Dr. Groveman as Interim Superintendent of Schools; and

WHEREAS, Dr. Groveman is willing to accept such position under the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration for the mutual agreements set forth herein, and other good and valuable consideration, the parties incorporate each of the above recitals in the body of this Agreement, as if same were more fully set forth in the body of this Agreement, and hereby agree as follows:

1. Term of Employment – The Interim Superintendent shall be employed for a term effective May 23, 2024 and terminating on June 30, 2024, unless further extended or sooner terminated as set forth herein.

2. Interim Superintendent’s Duties and Responsibilities

- a. The Interim 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:

- i. Imposed upon or granted to a Superintendent of Schools by the Education Law of the State of New York, other statutes of the State of New York, or the Rules and Regulations of the Commissioner of Education or Board of Regents, including any amendments or successor statutes or regulations thereto;
  - ii. Specified in the Policy Manual and Regulations of the Board as same may be amended from time to time;
  - iii. Normally associated with the position of Superintendent of Schools, including, but not limited to, budget formulation and administration, business administration, pupil course of study and curriculum, public relations, personnel management and labor relations;
  - iv. Assigned to the Interim Superintendent, by the Board, provided the duties and/or responsibilities are of a character commensurate with the position of Superintendent of Schools; and
  - v. Consistent with and pursuant to Education Law Section 211-b 5(a), the Interim Superintendent will cooperate fully with any distinguished educator appointed by the Commissioner of Education pursuant to Section 211-c.
- b. Without limiting the foregoing, the Board acknowledges that the Interim Superintendent shall have the following specific authority, rights, and responsibilities:
- i. To organize and reorganize the District's administrative, supervisory, and support staff, including instructional and non-instructional

- personnel, in a manner which in the Interim Superintendent's judgment best serves the District, including the authority to initiate and approve all transfers of District staff from one job assignment or place of employment to another, subject to the approval of the Board, any relevant/applicable collective bargaining agreement and the law;
- ii. To supervise and direct assistant superintendents, directors, supervisors, principals, teachers, civil service employees and all other persons employed in either the business and/or operations, management or the instructional activities of the District;
  - iii. To effectuate the policies, regulations and bylaws of the Board and be accountable in connection therewith to such Board;
  - iv. To keep the Board advised of all matters concerning the administration of the District;
  - v. To keep the Board advised of all matters concerning the administration of the District; and
  - vi. To make recommendations to the Board as a prerequisite to the appointment or termination of employment of both instructional and non-instructional employees, including any extensions of a probationary employee's probationary period.
- c. The Board may, from time to time, modify the duties of the Interim Superintendent, and/or prescribe additional duties and responsibilities, provided such additional duties and responsibilities are similar in character and consistent with the duties of the position of Superintendent of Schools.

- d. The Interim Superintendent shall be required and has the right to attend and participate in all meetings of the Board, including, but not limited to, executive sessions, work sessions, regular Board meetings, and special Board meetings, provided, however, that the Board may exclude the Interim Superintendent from any and all meetings of the Board that relate to discussions regarding, or consideration of, his job performance, contract (including remuneration and other terms), the selection of a successor Interim Superintendent or the selection of a successor Superintendent of Schools.
- e. The Interim Superintendent may also be requested to attend and represent the District at meetings conducted by other governmental agencies or local groups, where issues concerning the District are involved.
- f. The Interim Superintendent shall possess during the term of this Agreement a valid and appropriate certification as defined in the Education Law to act as a Superintendent of Schools in the State of New York.
- g. The Board expects the Interim Superintendent may seek to continue his professional development and participation in relevant learning experiences. The Interim Superintendent may attend, after receiving prior Board approval, appropriate professional meetings at the local and State level, the expenses of said attendance to be incurred by the District. The Interim Superintendent shall file an itemized statement with the District Clerk.

3. Benefits and Compensation – The Interim Superintendent shall receive the following compensation and benefits:

- a. During the period of his Interim Superintendency, Dr. Groveman shall be paid \$1,000 for each school day worked in the 2023-2024 school year, from which the usual, customary and required deductions and taxes, social security and other withholdings shall be made from such wages. Dr. Groveman will be expected to work on all days that the District offices are open, provided however that he may take time off as needed for personal reasons by providing advance written notice to the Board of Education. The District shall not be required to pay Dr. Groveman for any school days when he does not work for the District. Dr. Groveman will not be entitled to any compensation for any work he may perform for the District on any weekends, holidays and/or recess period occurring during the remainder of the 2023-2024 school year unless he receives the prior approval of the President of the Board of Education who is hereby vested with the authority to approve such requests. Dr. Groveman agrees to be available by telephone and/or email on weekends and/or any other days when he is not working for the District. The District shall pay Dr. Groveman through bi-weekly payroll periods.
- b. The Board of Education understands that Dr. Groveman will be out of the country from June 6, 2024 through and including June 16, 2024. Unless this Agreement is terminated early in accordance with the terms set forth herein, during such period, Dr. Groveman agrees to be reasonably available by telephone and/or email; and shall be paid \$120 per hour, up to a maximum of

\$1,000 per day for work performed during such period. Any such work is subject to prior approval of the President of the Board of Education who is hereby vested with the authority to approve such requests.

- c. The Board shall reimburse the Dr. Groveman for actual reasonable business expenses within budgetary limitations, which he incurs in the course of his work for the District, upon presentation to the Board of Education and/or their designee vouchers or receipts of the actual out of pocket expenses for overnight lodging, meals, etc. necessary in the discharge of his responsibilities as the Interim Superintendent of Schools. Additionally, the Board agrees to pay for the Employee's mileage when on District business at the rate approved by the Board.
- d. Dr. Groveman will not receive health insurance coverage, dental insurance coverage, or any other benefit from the District, unless expressly set forth in this Agreement.

4. Termination and Transfer – Dr. Groveman's position as Interim Superintendent of Schools and the provisions of this Agreement may be terminated prior to June 30, 2024, by Dr. Groveman or the Board of Education upon 15 days written notice to the other, with or without cause. Nothing contained herein shall be deemed a waiver of the District's right to suspend the Interim Superintendent prior to any such termination, and the District reserves such right. Notwithstanding anything to the contrary herein, the Board of Education may unilaterally transfer Dr. Groveman to a different interim post within the District's Central Administration at the same rate of pay set forth herein upon written notice of the same.

5. Teachers' Retirement System – Dr. Groveman will take all necessary steps to ensure that his employment with, and receipt of compensation from the District during the term of this agreement is in accordance with and permitted by the New York State Teachers' Retirement System ("TRS"). Dr. Groveman acknowledges that the District has not made any representations to him regarding the effect his employment with the District may have on his membership in TRS and/or his eligibility or continued eligibility for benefits from TRS. He acknowledges that, pursuant to Section 212 of the NYS Retirement and Social Security Law, and the rules of TRS, his earnings from public employment after retirement may be limited to \$35,000.00 per calendar year. Dr. Groveman agrees to obtain any waiver, permission or documentation that may be required in order to comply with TRS/legal requirements and if necessary agrees to a suspension of his TRS pension, payments and other benefits; and hereby releases, discharges and holds harmless the District, the District's Board of Education, Board members, administrators, officers, officials, agents, employees, attorneys and representatives from any and all claims that may emanate from his employment with the District as Interim Superintendent, his membership and status in TRS and/or his eligibility for benefits or continued benefits from TRS.

6. Indemnity – In addition to those rights provided by law, the Board agrees to select and provide legal counsel and to indemnify the Interim Superintendent against all uninsured financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other conduct resulting in bodily or other injury to any person, or damage to the property of any person, committed while the Interim Superintendent is acting within the scope of his employment, or under the direction of the Board, exclusive of punitive damages. This obligation shall supplement and be in addition to any rights which the Interim Superintendent may have arising under the laws of the State of New York including, but not limited to, Education Law Sections

3023, 3028, 3811, 3813 and Section 18 of the Public Officers Law. The Board shall not be obligated to indemnify the Interim Superintendent or to provide legal counsel for him unless the Interim Superintendent shall, within ten (10) days of the time he was served with any summons, complaint, process, notice, demand or pleading, deliver the original, or an accurate copy thereof, to the District Clerk.

7. Written Agreement – This Agreement shall constitute the entire Agreement between the parties with respect to the Interim Superintendent’s terms and conditions of employment. None of the provisions of this Agreement, including this provision, may be modified except in writing signed by the parties and approved by the Board. There are no other agreements, oral or otherwise, except as specifically set forth in this Agreement. The parties agree that the fact that one or the other may have drafted all or part of a particular provision of this Agreement shall not be used as evidence against that party in the event of a disagreement as to the proper meaning of that provision.

8. Severability – Should any provision, or portion thereof, contained in this Agreement be held unconstitutional, invalid, or unenforceable, 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.

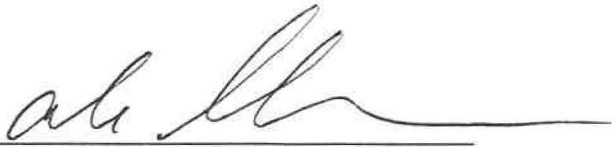
9. Governing Law – This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations, except for the State of New York’s choice of law provisions, and the venue for any dispute, proceeding and/or litigation having same as its subject shall be in Supreme Court, Suffolk County, New York.




10. Execution – This Agreement is subject to and contingent upon formal review, approval, and execution by the Board of Education.

**IN WITNESS WHEREOF**, the parties have executed this Employment Agreement to be effective on the latest date written below.

Dated: 5/23/24

By:   
DR. ALAN GROVEMAN  
Interim Superintendent of Schools

Dated: 5/29/2024

By:   
XAVIER PALACIOS, ESQ.  
President, Board of Education  
Huntington Union Free School District

