

AGREEMENT made this 13<sup>th</sup> day of December, 2016, by and between the BOARD OF EDUCATION OF THE PORT JEFFERSON UNION FREE SCHOOL DISTRICT, with offices for the transaction of business located at 550 Scraggy Hill Road, Port Jefferson, New York 11777 (hereinafter referred to as the "BOARD") and DR. PAUL CASCIANO, 11790 (hereinafter referred to as the "SUPERINTENDENT")

WITNESSETH:

WHEREAS, the BOARD is desirous of employing DR. PAUL CASCIANO as its SUPERINTENDENT of SCHOOLS for the term of employment more particularly set forth herein, and

WHEREAS, DR. PAUL CASCIANO will be appointed SUPERINTENDENT of SCHOOLS pursuant to the terms and provisions of Section 1711 of the Education Law of the State of New York, effective January 2, 2017, and

WHEREAS, the terms of this Agreement shall supersede and replace the Agreement dated June 14, 2016 wherein DR. PAUL CASCIANO was appointed Interim Superintendent of Schools for the period from July 1, 2016 through June 30, 2017.

NOW, THEREFORE, in consideration of the agreements hereinafter set forth and other good and valuable consideration, it is agreed:

1. Term of Employment.
  - a. The SUPERINTENDENT'S term of employment shall commence on January 2, 2017 and will continue through and including January 1, 2020.
  - b. An extension of the term of the SUPERINTENDENT's term of employment shall be in the form of an amendment to this Agreement; shall be upon the same terms and conditions as herein set forth unless otherwise agreed in writing by the parties; and it shall not be considered that the BOARD and the SUPERINTENDENT have entered into a new agreement, unless expressly stated in writing signed by both parties hereto.
2. Superintendent's Duties and Responsibilities.
  - a. DR. PAUL CASCIANO, as SUPERINTENDENT of SCHOOLS, shall be Chief Administrative Officer of the PORT JEFFERSON UNION FREE

SCHOOL 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 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, business administration, pupil course of study and curriculum, public relations, personnel management and labor relations;
  - (iv) Consistent with and pursuant to Education Law Section 211-b(5)(a), the SUPERINTENDENT will cooperate fully with any distinguished educators appointed by the Commissioner of Education.
- b. Without limiting the foregoing, the BOARD acknowledges that as SUPERINTENDENT, DR. PAUL CASCIANO shall have the following specific authority, rights and responsibilities, subject to the prior review and approval of the BOARD.
- (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 SUPERINTENDENT's judgment best serves the PORT JEFFERSON UNION FREE SCHOOL DISTRICT, including the authority to initiate and approve all transfers of DISTRICT staff from one job assignment to another, and the SUPERINTENDENT shall then report immediately such transfers to the BOARD for its consideration and action;
  - (ii) To supervise and direct associate and assistant superintendents, directors, supervisors, coordinators, department heads, principals, teachers, civil service employees and all other persons employed in either the business management or the instructional activities of the PORT JEFFERSON UNION FREE SCHOOL DISTRICT;

- (iii) To effectuate the policies of the BOARD and be accountable in connection therewith to the BOARD;
  - (iv) To keep the BOARD advised of all matters concerning the administration of the District; and
  - (v) To make recommendations to the BOARD as a pre-requisite 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, with the SUPERINTENDENT's consent, prescribe additional duties and responsibilities. If additional duties and responsibilities are assigned, the same shall be in character and consistent with the position of SUPERINTENDENT of SCHOOLS.
3. Certification, Citizenship and Waiver.

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. The SUPERINTENDENT has presented proof of his United States citizenship to the Board.

4. Compensation.

- a. The SUPERINTENDENT's annual base salary for the period of January 2, 2017 to June 30, 2017 shall be Two Hundred Thirty Seven Thousand Five Hundred Dollars, (\$237,500) which shall be pro-rated for this time period.
- b. On each July 1<sup>st</sup> of the remaining years of this Agreement beginning on July 1, 2017, the SUPERINTENDENT'S annual base salary shall be shall be increased by a percentage equal to the property tax cap percentage as reported to the New York State Comptroller in the applicable year, but in no event shall the increase be less than 0% or greater than 2%.
- c. THE SUPERINTENDENT shall be paid in equal installments bi-weekly.

4. Work Year

The SUPERINTENDENT shall work the full year, including recess periods, except for his use of vacation, sick, bereavement and personal leave. He shall be granted those holidays designated as such from year to

year on the Port Jefferson School District calendar. He shall not be required to report to work the date designated on the school calendar for celebration of the indicated holiday.

5. Vacation Leave

The SUPERINTENDENT shall be credited with thirty (30) days of vacation leave annually on each July 1<sup>st</sup> of this Agreement, but shall receive pro-rated days for the period from January 1, 2017 through June 30, 2017 and the period from July 1, 2019 through January 1, 2020. The SUPERINTENDENT shall not be reimbursed for any unused vacation leave days.

6. Sick Leave Days

The SUPERINTENDENT shall be entitled to receive fifteen (15) days of leave per year for personal illness and/or illness in the family credited on each July 1<sup>st</sup> of this Agreement, but shall receive pro-rated days for the period from January 1, 2017 through June 30, 2017 and the period from July 1, 2019 through January 1, 2020. The SUPERINTENDENT shall not be reimbursed for any unused sick leave days

7. Bereavement Leave

The SUPERINTENDENT shall be granted five (5) bereavement days per death in the immediate family. Exceptions will be considered by the BOARD.

8. Personal Leave

The SUPERINENDENT shall be permitted to attend to items of a personal or personal business nature during work time by utilizing up to five (5) personal leave days credited on each July 1<sup>st</sup> of this Agreement, but shall receive pro-rated days for the period from January 1, 2017 through June 30, 2017 and the period from July 1, 2019 through January 1, 2020. Unless approved by the Board President, personal leave shall not be used from an income producing activity and shall be limited to those occasions upon which the SUPERINTENDENT must attend to personal matters of personal business for which his attendance is compelled during regular working hours. The SUPERINTENDENT shall not be reimbursed for any unused personal days.

9. Life Insurance

During the term of the SUPERINTENDENT's employment, the DISTRICT shall pay the premiums of a term life insurance policy in the amount of Two Hundred and Fifty Thousand (\$250,000) Dollars.

10. Professional Memberships

With the BOARD's approval, the BOARD may reimburse the SUPERINTENDENT the amount of dues for the SUPERINTENDENT's membership in professional and local business/civic associations. Such associations may include, but not be limited to, the Suffolk County School Superintendent's Association, the New York State Council of School Superintendents and the Brookhaven Inter-district Council of School Superintendents.

11. Professional Conferences

The SUPERINTENDENT may attend professional conferences subject to the prior approval of the BOARD. The BOARD will pay or reimburse the SUPERINTENDENT for all expenses made in connection with his attendance at said conferences.

12. Jury Duty

The SUPERINTENDENT shall receive his full pay during periods of jury service.

13. Expense Reimbursement

- a. The SUPERINTENDENT is authorized to incur reasonable expenses in the discharge of his duties, including expenses for business transportation, lodging and meals.
- b. The SUPERINTENDENT shall present on a monthly basis an itemized account and documentation of such expenditures.

14. Laptop Computer

The SUPERINTENDENT shall be provided with a laptop computer for School District business.

15. Notice of Termination.

- a. The BOARD shall give the SUPERINTENDENT at least thirty (30) days notice of its intent to terminate this Agreement at any time during its term prior to expiration.
- b. The SUPERINTENDENT shall give the BOARD at least ten (10) months notice of his intent to terminate this Agreement at any time during its term prior to expiration.

16. Indemnification and Legal Representation.

In addition to those rights provided by law, the BOARD agrees to provide legal counsel and to indemnify DR. PAUL CASCIANO 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 DR. PAUL CASCIANO is acting within the scope of his employment, or under the direction of the BOARD. This obligation shall supplement and be in addition to any rights which DR. PAUL CASCIANO may have arising under the laws of the State of New York including, but limited to, Education Law §§3023, 3028, 3811, 3813 and Section 18 of the Public Officers Law.

17. Performance Evaluation

The BOARD shall devote at least a portion of one meeting during the month of June in each year of the SUPERINTENDENT's employment by the District to an evaluation in executive session of his performance and working relationship with the BOARD. The evaluation shall be based upon performance criteria set forth in Board Policy.

18. 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 its provisions or by an agreement in writing by the parties.

19. 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.

20. Applicable Law.

This Agreement has been entered into and shall be governed under and in accordance with the laws of the State of New York.

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

BOARD OF EDUCATION  
PORT JEFFERSON UNION FREE SCHOOL DISTRICT

By: \_\_\_\_\_  
KATHLEEN BRENNAN  
Board President

  
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PAUL CASCIANO, Ed.D