CONTRACT FOR THE INTERIM ASSISTANT SUPERINTENDENT FOR FINANCE AND OPERATIONS

AS AGREED upon by and between THE BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF POUGHKEEPSIE, hereinafter referred to as the "Board" and STANLEY BRONSKI, appointed as Interim Assistant Superintendent for Finance and Operations, hereinafter referred to as the "Assistant Superintendent," made this 24th day of July, 2014.

WHEREBY, the Board appoints the Assistant Superintendent to serve for the period of time commencing September 22, 2014 and terminating on September 21, 2015. The following terms and conditions of employment shall govern the employment relationship:

- 1. For the period of September 22, 2014 through September 21, 2015, the Assistant Superintendent shall be paid a prorated annual salary of \$139,000.00.
- 2. The Assistant Superintendent shall be entitled to a stipend for the period of September 22, 2014 through September 21, 2015 of Eleven Thousand Dollars (\$11,000.00), pro-rated, to supervise the appropriate administration of the District's Grants.
- Salary and the Stipend shall be paid in equal installments in accordance with the rules of the Board governing payment of other professional staff members of the District.
- 4. The Assistant Superintendent shall be reimbursed monthly at the Internal Revenue Service rate for mileage which shall be submitted on an appropriate travel reimbursement form detailing the date, distance and purpose of travel for District business. No other payment shall be made for automobile related expenses.

- 5. The Assistant Superintendent agrees that prior to terminating employment with the District, he shall give ninety (90) calendar days notice.
- The Superintendent of Schools and Assistant Superintendent shall establish mutually agreed upon goals for the Assistant Superintendent for the year. The Superintendent shall evaluate the Assistant Superintendent's performance annually.
- 7. The Board shall purchase a term life insurance policy on the life of the Assistant Superintendent in the amount of \$150,000, to be fully paid up, with the beneficiaries, if any, to be named by the Assistant Superintendent.
- 8. The Assistant Superintendent shall be entitled to fifteen (15) days of vacation.
- 9. The Assistant Superintendent shall be entitled to paid holidays for the following holidays on the District calendar: Independence Day, Labor Day, Columbus Day, Veteran's Day, the day before Thanksgiving, Thanksgiving Day, Day following Thanksgiving Day, December 24, Christmas Day, December 26, New Year's Day, Martin Luther Kings Jr. Day, Presidents' Day, Good Friday, Memorial Day and two other district holidays which may change on the District calendar from school year to school year (these two days may be Yom Kipper and/or Easter Monday, but shall not be limited to these particular observances)
- 10. The Assistant Superintendent shall be entitled to 10 sick days.
- 11. If illness requires the Assistant Superintendent to be absent for a period of 15 school days or more in any one school year, the Board may require the Assistant Superintendent to

- submit appropriate medical documentation and may also require the Assistant to submit to a District medical examination at the District's option.
- 12. In the event that the Assistant Superintendent voluntarily leaves employment in the District all leave days for the then current school year shall be pro-rated.
- 13. The Assistant Superintendent shall be entitled to 2 personal business days for use with prior approval of the Superintendent of Schools.
- 14. In the event of a death in the Assistant Superintendent's immediate family (i.e. parent, parent-in-law, grandparent, grandchild, spouse, child, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law or other relative who is an actual member of the Assistant Superintendent's household), he shall be granted five (5) days of paid leave. In the event of a death in the Assistant Superintendent's extended family; i.e. aunt, uncle, niece, or nephew he shall be granted three (3) days of paid leave.
- 15. If required to serve as a juror, the Assistant Superintendent shall be paid full salary without loss of sick leave, during the period of such services. He will remit to the District the total per diem jury duty fees paid for jury service and travel.
- 16. The Assistant Superintendent shall be entitled to participate in the Dutchess Alternate Plan or any H.M.O. offered by the District for family health insurance coverage, as well as the dental plan and other welfare benefit plans provided to professional personnel of the School District. The Assistant Superintendent shall contribute 17% toward the premium cost of such insurances in the 2014-2015 school year.

The Assistant Superintendent shall be entitled to make an election waiving District funded health insurance and instead receiving an annual stipend of Three Thousand

- Dollars (\$3,000) in lieu thereof. In the event that circumstances change requiring the Assistant Superintendent to change this election, he shall repay the pro-rated portion of this stipend for the current school year in the form of an immediate salary deduction.
- 18. The Assistant Superintendent shall attend appropriate professional meetings at the local, state and national levels, subject to the approval of the Superintendent, with expenses provided for pursuant to Board of Education policy.
- 19. The Assistant Superintendent shall furnish through the life of this contract a valid and appropriate certificate as defined in 8-A NYCRR Part 80.4 to act as Assistant Superintendent for Finance and Operations in the State of New York, as directed by the Board and the Assistant Superintendent hereby agrees to devote his time, skill, labor and attention to said employment during the term of this appointment, provided, however, that the Assistant Superintendent, with the approval of the Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations, provided that the Assistant Superintendent must use available leave time to engage in such other work and such other work may not unreasonably interfere with his regular employment duties in the District.
- 22. The Board shall furnish, at no cost to the Assistant Superintendent, a disability insurance plan which premium shall not exceed \$750 per year. At the Assistant Superintendent's option, the \$750 referenced herein may be applied as additional compensation in lieu of payment to purchase a disability insurance plan. Notice of such election by the Assistant Superintendent must be provided not later than September 1, 2014.

- In the event that the Assistant Superintendent is unable to perform any or all of his duties by reason of illness, accident or any other cause, and should such disability continue for a period of more than ninety (90) working days in any one school year, this contract shall be terminable, at the option of the Board, whereupon the respective rights, duties and obligations of the parties shall terminate.
- 24. That throughout the term of this contract the Assistant Superintendent shall be subject to discharge for good and just cause pursuant to the following provisions:
 - A. If charges are to be brought against the Assistant Superintendent by any person, upon demand by the Assistant Superintendent, the following rights will be afforded:
 - No charge shall give rise to a disciplinary hearing unless a quorum
 of the Board of Education finds probable cause to convene such
 hearing in a duly convened Executive Session.
 - 2. All charges shall be in writing and in such detail as to allow the preparation of a meaningful defense.
 - 3. The Assistant Superintendent shall be allowed counsel at his own expense at all stages of all proceedings.
 - 4. The Assistant Superintendent shall be entitled to a hearing before a member of the American Arbitration Association Labor Arbitration Panel to be appointed by the Board of Education. The hearing shall not be open to the public except at the Assistant Superintendent's option. The hearing officer shall make findings

- of fact and disciplinary recommendations, if any, for Board consideration. The same shall also be furnished to the Assistant Superintendent.
- The Assistant Superintendent and the Board may call and crossexamine witnesses at such disciplinary hearing.
- 6. A typewritten transcript of any hearing will be furnished free of cost to the Assistant Superintendent.
- 7. Any decisions shall be by a majority of the members of the Board of Education and shall be supported by written findings sustaining or dismissing the charges.
- 8. During any period of suspension, the Assistant Superintendent shall be entitled to receive normal salary and benefits until such time as the Board reaches a final determination upon the recommendation of the hearing officer unless the charges relate to a lack of requisite certification.
- 25. The Assistant Superintendent may have monies withheld for the purpose of participating in a tax-deferred annuity program of his choosing, as provided for by state law.
- 26. This Agreement is subject to the approval of the Board of Education.
- 27. In the event that any provision of this Agreement is deemed unenforceable or void as a matter of law, it shall be severed from the Agreement and the remainder of this Agreement shall remain in full force and effect.

SO AGREED:

July 24, 2014

BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF

ASSISTANT SUPERINTENDENT

By: Stanley F. Bronski