

EXHIBIT D

EXHIBIT 1

AGREEMENT, made as of the 11 day of May, 2017, by and between the Board of Education of the Hempstead Union Free School District, Nassau County, New York (hereinafter the "Board"), and Shimon A. Waronker, Ed.D. (hereinafter the "Superintendent").

WITNESSETH

WHEREAS, the Board has offered to appoint the Superintendent as the Chief Executive Officer of the Hempstead Union Free School District (the "District"), upon the terms and conditions set forth herein; and

WHEREAS, the Superintendent has accepted said offer of employment; and

WHEREAS, the Board is desirous of employing the Superintendent for the term of employment more particularly set forth herein; and

WHEREAS, it is acknowledged that a written contract specifying the terms and conditions of the Superintendent's employment by the Board shall provide the basis for effective communication and true understanding between the parties;

WHEREAS, the parties have mutually agreed upon the following terms and conditions relative to the Superintendent's employment by the Board;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Term of Employment and Work Year.

The Superintendent shall be employed by the Board as "Superintendent of Schools" for the period commencing July 1, 2017 through and including June 30, 2021. The Superintendent's work year shall be twelve months. The Superintendent shall not be required to work on any days when school is not in session for students, except during the months of July and August, or on

any other day during the calendar year designated by the Board as a paid holiday ("Non-Work Days"). The Superintendent shall expend his work time in an amount of hours necessary to perform his duties, recognizing that there must be allowances for the kind of flexibility needed to fulfill his duties.

2. Duties and Responsibilities.

As Chief Executive Officer of the District, the Superintendent shall have the power and obligation to perform all those duties and to accept all those responsibilities as are set forth in 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. Without limiting the foregoing, the Board acknowledges that the Superintendent shall have the authority and responsibility to assign all supervisory, administrative, instructional and non-instructional staff; and to initiate and approve transfers of supervisory, administrative, instructional and non-instructional personnel from one school to another, or from one grade of a course of study to another grade in such course. In addition the Superintendent shall have the power and authority of budget formulation and administration, business administration, pupil course of study and curriculum, public relations, personnel management, and labor relations. The Superintendent shall have the sole right 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. Consistent with and pursuant to Education Law Section 211-b(5), the Superintendent will cooperate with any distinguished educators appointed by the Commissioner of Education.

2. Certification.

The Superintendent shall possess a valid certificate to act as a Superintendent in the State of New York during the term of his employment.

3. Reassignment.

The Superintendent shall not be reassigned from the position of Superintendent to another position without his prior written consent.

4. Compensation.

The Superintendent's annual base salary for the 2017-2018 school year (the "First Year"), commencing July 1, 2017 shall be Two Hundred and Sixty Five Thousand Dollars (\$265,000).

The Superintendent shall be paid in equal installments bi-weekly in accordance with payroll periods and procedures established by the school district.

On the First day of July of each year of this Agreement, subsequent to the First Year, the Superintendent's salary shall be increased by an amount of not less than one percent (1%) nor more than five percent (5%) of the previous year's annual base salary (hereinafter the "Increment"), as fixed by the Board, subject to the provisions of paragraph 7 of this Agreement, titled "Performance Evaluation."

6. Benefits.

In addition to the annual compensation specified in paragraph 5 of this Agreement, the Superintendent shall be entitled to receive the following enumerated benefits:

A. Automobile Allowance.

The Superintendent shall be paid an allowance in the amount of Seven Hundred Fifty Dollars (\$750.00) per month for an automobile for business and personal use. The allowance may be used for car/lease payments, fuel, maintenance, insurance costs and any other cost that may arise from its use. Payment of the automobile allowance shall be on a bi-weekly basis through the District's ordinary payroll system.

B. Vacation Leave

1. The Superintendent shall be granted twenty-four (24) days of vacation leave annually starting on the first day of July for each year of this agreement. The Superintendent shall be entitled to accumulate these days during the period of his employment with the District, in addition to any previously accrued vacation leave days from any previous period of employment with the District.
2. The Superintendent shall not be required to charge his absences during Non-Work Days to vacation leave.
3. Upon the termination of employment of the Superintendent, the District shall pay 1/240th per day of the then-current annual salary of the Superintendent for the surrender of accumulated vacation days up to a maximum of two hundred (200) days of the Superintendent's accumulated vacation leave.

C. Sick/Personal Leave.

1. The Superintendent shall be granted nineteen (19) sick/personal leave days per year (14 sick/5 personal) starting on the first day of July for each year of this Agreement, in addition to any previously accrued sick/personal days from any previous period of employment with the District.
2. The Superintendent shall be entitled to accumulate his unused sick/personal leave during the period of his employment with the District. The Superintendent shall be permitted to use up to five (5) of the above sick/personal leave days due to illness in his immediate family, which shall include his siblings, parents, children, spouse, parents-in-law, or individual residing with the Superintendent.
3. Upon the termination of employment of the Superintendent, the District shall pay 1/240th per day of the then-current salary of the Superintendent for the surrender of accumulated personal days up to a maximum of one hundred (100) days of the Superintendent's accumulated personal leave.

D. Other Approved Absences.

No days shall be charged for the attendance of the Superintendent for court appearances or other official proceedings where the District is involved and the Superintendent is a witness or representing the District in some other capacity; or in any proceeding in which the Superintendent is a party or where the Superintendent is served with a subpoena or court order to appear.

E. Bereavement.

In case of death in the Superintendent's family (defined as a parent, parent-in-law, brother, sister, brother or sister-in-law, spouse, or child of the Superintendent or of his spouse) the Superintendent shall be entitled to additional paid leave time not to exceed five (5) days per occurrence.

- F. Jury Duty.
The Superintendent, if required to serve as a juror, shall receive full salary and benefits, less any compensation received by the Superintendent from the court, without loss of any leave time, during the period of performance of this civic obligation.
- G. Health and Dental Insurance.
During the term of this Agreement, the District shall pay one hundred percent of the premium for the Superintendent, his spouse and all his dependents for health and major medical insurance. The insurance shall be the current plan in which the District participates or any other plan of equal or greater benefits. The District shall also pay one hundred percent of the premium for the Superintendent and his dependents for dental insurance. The insurance shall be the current District plan or any other plan of equal or greater benefits. Should the Superintendent waive the Health and Dental insurance, he shall be paid a sum equal to 50 percent of the amount that the District would have had to pay or incur liability for providing to the Superintendent health and dental insurance, individual or family, as the case may be, on a bi-weekly basis through the District's ordinary payroll system. The aforementioned notwithstanding, should the Superintendent waive or reduce any benefit while actively employed with the District or thereafter, he shall not be precluded from reenrolling in the previously waived or reduced benefit program at any subsequent time.
- H. Disability Insurance.
During the term of his employment, the District shall pay in an amount not to exceed \$5,000 per year towards the cost of a disability insurance policy selected by the Superintendent.
- I. Life Insurance.
During the term of this Agreement, the Superintendent shall be entitled to be covered by the existing group term life insurance program provided to District administrators, and to name the beneficiary(ies) of his insurance policy, in an amount equal to the Superintendent's then-annual base salary. Upon termination of this Agreement, if permitted by the insurance carrier, the Superintendent may continue to be covered by the District's life insurance program at his own expense.
- J. Expense Reimbursement.
The Superintendent is authorized to incur reasonable expenses in the discharge of his duties, including, but not limited to, expenses for travel, lodging, professional books and materials, meals, attendance at professional conferences and meetings on the national, State, and local levels, and other expenses related to his employment. The Board shall pay or reimburse the Superintendent for all such expenses upon supporting

documentation which may consist of receipts, invoices or other good faith estimates submitted.

K. Association Dues.
In addition to the Expense Reimbursement included above, the District shall pay 100% of the Superintendent's annual membership for the Superintendent's membership in the New York State Council of School Superintendents, the New York Academy of Public Education, and the American Association of School Administrators.

L. Job Related Injury/Illness.
Should the Superintendent incur a job-related injury or illness while performing his duties, necessitating his absence from work as a result thereof, and which shall not be a permanent disability or incapacity, he shall receive full salary and benefits, less amounts received through Worker's Compensation and/or disability insurance, without diminution of his accumulated personal, sick, or vacation time for a period not to exceed six (6) months.

M. Cellular Phone.
The District agrees to provide the Superintendent with a District-issued cell phone and pay for all charges incurred in the performance of his duties and responsibilities as Superintendent.

N. Computer.
The District agrees to reimburse the Superintendent up to a one-time lump sum of \$2,500 for a computer.

7. Performance Evaluation.

The Board and the Superintendent shall meet in executive session in May of each year of this Agreement to formulate performance goals/ criteria for the subsequent school year, with these goals/criteria to be jointly agreed upon by the Superintendent and the Board, or solely established by the Board upon the failure of the parties to mutually agree upon such performance goals/criteria. The Board shall devote at least a portion of one (1) meeting during the month of ~~the month of~~ April in each year of this Agreement, in executive session, to an evaluation of the Superintendent's performance during that school year. This evaluation shall be based on the Superintendent's attainment of the performance goals/criteria as set forth above. The

Superintendent shall be provided with a written copy of the evaluation signed by the members of the Board at least ten (10) days prior to the executive session of the Board scheduled to discuss such evaluation in April and shall be allowed to respond with written comment. The evaluation of the Superintendent shall at all times be conducted in executive session and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Board or the Superintendent from sharing the content of the Superintendent's evaluation instrument with their respective legal counsel. The failure of the Board to meet its obligation under this provision shall not constitute an actionable breach of this Agreement.

8. Meetings.

The Superintendent shall be entitled to attend and participate in all official meetings of the Board including, but not limited to, executive sessions, work sessions, regular Board meetings, special Board meetings, emergency Board meetings, and in all meetings of Board-appointed committees and/or Board-appointed citizens' advisory committees, and meetings prescribed by the Board, except the following: (a) meetings convened to discuss the Superintendent's evaluation or performance and the terms of this Agreement, (b) meetings convened to discuss possible or existing charges against the Superintendent, or (c) meetings convened to discuss choosing a successor to the Superintendent.

9. Termination.

This Agreement shall terminate upon the occurrence of one of the following:

- A. The death or resignation of the Superintendent;
- B. The permanent disability or incapacitation of the Superintendent;
- C. The Superintendent has been terminated for material breach of this Agreement as described in Paragraph 10, titled "Hearing Procedures."
- D. The Superintendent may terminate this Agreement for any reason during its term with at least one (1) year prior written notice to the Board of his intent to terminate this Agreement

Upon such termination all rights and duties of the parties toward each other shall cease except:

- A. That the District shall be obliged to pay, within fifteen days of the effective date of termination, all amounts owing to the Superintendent in accordance with the provisions of Paragraphs 5 (Compensation) and 6 (Benefits) hereof; and
- B. Paragraphs 11 (Indemnification), 17 (Entire Agreement), 18 (Severability), and 20 (Applicable Law and Forum Selection) shall survive termination of this Agreement.

If the Board determines not to renew this Agreement at its expiration, it shall, at least one (1) year prior thereto, provide Superintendent prior written notice of its intention not to renew the Agreement. Failure of the Board to provide such notice shall not extend the term of this Agreement.

10. Hearing Procedures.

The Superintendent shall not be suspended, disciplined, or terminated, without just cause and only for alleged acts of material breach of this Agreement, neglect of duty, gross misconduct, or disability from performance of his duties according to the evidentiary standard hereinafter set forth and only following a fair hearing before an impartial hearing officer. In the event a member or members of the Board seek to terminate this Agreement they shall be required to prepare, as hereinafter more particularly described, a detailed statement of each charge (the "Charge"). The Board shall be required to review each Charge in Executive Session and to determine the sufficiency of evidence respecting the Charge. The Board shall vote on each Charge and specifications as to whether probable cause exists (the "Vote"). In the event the Charge is found to contain sufficient probable cause, the following procedures shall be instituted:

- A. The Superintendent shall be served personally with a particularized written statement of the Charge within two (2) days of the Board's Vote.
- B. A hearing officer shall be mutually selected by the Board and the Superintendent. Within five (5) days of the Superintendent's receipt of the

- Charge, each party shall submit to the District Clerk a list of names and addresses, in order of preference, of five persons who are acceptable and shall serve as the hearing officer. Within two days of receipt, the District Clerk shall compare the lists to see if the name of any individual appears on both lists. If so, the first such name to appear on the list submitted by the Superintendent shall be selected as the hearing officer. In the event that no individual appears on both lists or in the event both sides do not timely submit lists to the District Clerk, the hearing officer shall be selected pursuant to the rules and procedures of the American Arbitration Association established for labor arbitration. It is the intent of the parties to provide an effective due process proceeding and to permit either party to appeal from any and all aspects of said proceeding and from the decision of the hearing officer pursuant to Section 310 of the Education Law or Article 78 of the Civil Practice Law and Rules. The cost of hearing, including the hearing officer's fees and expenses, will be borne by the District.
- C. The Superintendent and the Board shall have the right to seek discovery with respect to the Charges and any documentary evidence in the possession of either party. Either party may petition the hearing officer for any additional documentary discovery they deem necessary.
 - D. The Superintendent shall have the right to select a public or private hearing; in the Superintendent's sole discretion, the right to a minimum of thirty (30) days between receipt of the service of the Charge and the commencement of any hearing hereunder; the right to be represented by counsel at all stages of said proceeding; the right to have all testimony taken under oath and the right to present witnesses on his own behalf; the right to question real and tangible evidence in any form, including documents, papers and other such evidence.
 - E. The Board shall have the burden of proof and the burden of proceeding with regard to the above described charges and hearing, and shall be required to prove the Charge by a preponderance of the evidence.
 - F. Any Charge against the Superintendent which was not received in writing by the Superintendent in accordance with the provisions of this Agreement shall not be admissible at any hearing against the Superintendent.
 - G. The terms and conditions of the Agreement, including but not limited to salary and benefits, shall continue to be in full force and effect during the pendency of the proceeding herein described until the final decision of the hearing officer, as discussed below, or until full and final adjudication of any appeal in accordance with the law, unless the District obtains a court order to the contrary based upon the Superintendent's delay in proceeding.
 - H. The decision of the hearing officer shall contain express findings of fact based solely on the record before the hearing officer and shall contain conclusions of law as well as the hearing officer's determination as to guilt or innocence on each Charge. The determination of the hearing officer shall be binding upon the parties, subject to their right of appeal in accordance with the law.
 - I. If none of the Charges against the Superintendent are sustained as a result of the hearing and appeal, the Board shall reimburse the Superintendent for the attorneys' fees and disbursements and other expenses incurred by the

Superintendent in defense of the Charges. The establishment of this contractual procedure shall not be deemed to waive any rights which the Superintendent or the Board have at law or equity.

11. Indemnification.

The District shall defend, hold harmless and indemnify the Superintendent regarding any claims, demands, duties, actions or other legal proceedings (collectively, the "Claim") against the Superintendent for any act or failure to act involving the exercise of judgment and discretion within the normal course and scope of the Superintendent's duties as Superintendent of the District, to the extent and to the limit permitted by law. The District may, in its sole discretion, fulfill its obligation under this paragraph by purchasing appropriate insurance coverage for the benefit of the Superintendent. No individual member of the Board shall be personally liable for indemnifying or defending the Superintendent under this paragraph. The District's obligation to indemnify, defend and hold the Superintendent harmless under this paragraph survives the termination of this Agreement, so that any Claim filed after termination of this Agreement but applicable to a time the Superintendent was employed by the District, will be covered by this paragraph. Nothing contained herein is intended to or shall have the effect of limiting any rights of the Superintendent arising under the laws of the State of New York, including, but not limited to, Education Law §§3023, 3028, 3811, 3813 and 3818 and Article 13 of the Public Officers Law.

12. Board Referral.

The Board shall promptly and confidentially forward to the Superintendent all written and oral criticisms, complaints, suggestions, communications, or comments which it receives respecting the performance of his duties or the Administration of the District. The Board's

failure to act in accordance with the terms of this paragraph of the Agreement shall not constitute a breach of this Agreement in any manner whatsoever.

13. Working Facilities.

The Board shall furnish the Superintendent with a private office with access to a bathroom, full time stenographic and secretarial assistance, and such other facilities and services suitable to his position and appropriate for the Superintendent to perform his duties and responsibilities. The aforementioned notwithstanding, the working facilities furnished for the Superintendent shall not be diminished below the level provided during the First Year.

14. Civility and Respect.

The Board and the Superintendent both recognize the importance of mutual respect. An environment of mutual trust and respect is necessary if the School District is to promote integrity and success. Mutual trust and respect are prerequisites for open communication, an honest dialogue about values, goals and expectations.

This requires freedom of expression without fear of retribution and values the diversity of persons' ideas and choices differing from one's own. It recognizes that being in a diverse community is an advantage to encouraging discovery and creativity.

Respect for individuals and respect for institutional values involve balancing the claims of personal autonomy with the goals and mission of the School District.

The Board and the Superintendent accept the premise that diverse opinions are of significant value in any relationship and that the sharing of these opinions help in solving problems and lead to a more fruitful relationship.

They also recognize that listening to each other's points of view and accepting, without criticism, different points of view ultimately benefit not only the parties, but the community, and most importantly, the students of the School District.

Finally, the Board and the Superintendent agree that the open sharing and exchanging of information and ideas in an atmosphere of mutual respect will help ensure that the goals of the School District will be successfully met.

15. Affiliations.

The Superintendent has had professional or financial relationships with organizations that he may recommend that the District enter into transactions in order to help the District attract, develop and retain talent to improve the instruction for students. These organizations include but are not limited to:

1. The Harvard Graduate School of Education;
2. The National Board for Professional Teaching Standards;
3. The New American Initiative; and
4. The New York City Leadership Academy.

The Superintendent will not draw any compensation from the above entities during the term of this Agreement in order to eliminate any possible conflict of interest.

16. Outside Compensation.

The Superintendent may engage in teaching, writing, speaking, or other engagements with third parties outside the District for additional compensation to the Superintendent, upon prior notice to the Board, when the engagement does not present an actual or potential conflict of interest with the District or interfere with the Superintendent's performance of his duties to the District.

17. Entire Agreement.

This Agreement is the entire agreement of the Parties and supersedes any prior agreements between them with respect to the subject matter hereof. This Agreement shall continue in full force and effect for the term expressed herein unless otherwise terminated, modified, or extended in writing by the parties.

18. 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 an arbitrator selected pursuant to the Rules for Voluntary Labor Arbitration of the American Arbitration Association. The Arbitrator shall be empowered to make an award of comparable value or compensation as reasonably implements the intent of the parties under the deleted provision.

19. Interpretation.

Should any provision of this Agreement require interpretation or construction, it is agreed by the Superintendent and the Board that the entity interpreting or construing this Agreement shall not apply a presumption that the provisions shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who prepared it, it being agreed that each Party contributed substantively to the drafting and negotiation and preparation of the terms of this Agreement.

20. Applicable Law and Forum Selection.

This Agreement is made and entered into in the State of New York and shall be in all respects interpreted, enforced and governed under its laws. Venue for any action to enforce this Agreement shall be in the Supreme Court of the State of New York, County of Nassau, or, if jurisdictionally permitted, the local Federal District Court.

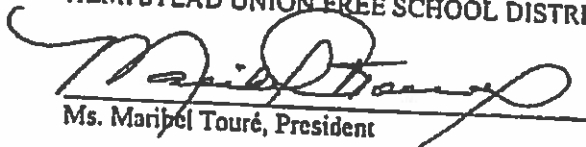
21. Headings.

The headings preceding the paragraphs of this Agreement are inserted solely for the convenience of reference and shall not constitute a part of this Agreement nor shall they affect the meaning, construction or effect of any paragraph.

This Agreement may be executed in separate counterparts, which together shall constitute the entirety of the Agreement. Delivery of a signed counterpart of this Agreement by any Party by means of fax, e-mail, PDF, or other electronic transmission shall have the force and effect as delivery of a manually signed or original.

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

BOARD OF EDUCATION OF THE
HEMPSTEAD UNION FREE SCHOOL DISTRICT


Ms. Maribel Touré, President

May 11, 2017
Date


Dr. Shimon A. Waronker

May 10, 2017
Date

WITNESS.

Ms. Patricia Wright, District Clerk, Hempstead UFSD

Date