

AGREEMENT, made this 15<sup>th</sup> day of February, 2017, by and between the BOARD OF EDUCATION, NORTH SHORE CENTRAL SCHOOL DISTRICT, with offices for the transaction of business at 112 Franklin Avenue, Sea Cliff, New York, 11579 (hereinafter referred to as the BOARD) and DR. PETER GIARRIZZO

(hereinafter referred to as the SUPERINTENDENT):

**1. Agreement and Scope of Duties, Responsibilities and Authority**

The BOARD hereby hires the SUPERINTENDENT and the SUPERINTENDENT agrees to work for the BOARD for the term of three (3) years from the 21<sup>st</sup> day of August, 2017, to the 20<sup>th</sup> day of August, 2020, as SUPERINTENDENT OF SCHOOLS. The SUPERINTENDENT shall be the Chief Administrative Officer of the NORTH SHORE SCHOOL DISTRICT ("District"), ex-officio member of the BOARD and shall have the power and obligation to perform all those duties and to accept all those responsibilities as are:

- a. set forth in the Education Law of the State of New York, other statutes of the State of New York, and the Rules and Regulations of the Commissioner of Education and Board of Regents, including any amendments or successor statutes thereto; and
- b. specified in the policy manual of the BOARD, as amended; and
- c. normally associated with the position of SUPERINTENDENT, including, but not limited to, budget formulation and administration, business administration, pupil course of study and curriculum, public relations, personnel management, and labor relations; and

- d. assigned to the SUPERINTENDENT, by the BOARD, provided the duties and/or responsibilities are of a character commensurate with the position of SUPERINTENDENT OF SCHOOLS; and
- e. consistent with and pursuant to Education Law §211-b (5) (a), the SUPERINTENDENT shall cooperate fully with any distinguished educators appointed by the Commissioner of Education.

Without limiting the foregoing, the BOARD acknowledges that as SUPERINTENDENT, DR. PETER GIARRIZZO, shall have the following specific authority, right, and responsibility:

- a. 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 District, subject to BOARD review and approval; and
- b. to supervise and direct deputy and assistant superintendents, directors, supervisors, principals, teachers, civil service employees and all other persons employed in either the business management or the instructional activities of the District; and
- c. to have the authority to transfer 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, subject to the BOARD's consideration and action as set forth at Section 1711 of the Education Law.

As provided by law, the SUPERINTENDENT shall 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.

2. **Certification and Citizenship**

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 certificate and proof of his United States citizenship to the BOARD.

3. **Attendance at Board Meetings**

The SUPERINTENDENT shall receive notice of and shall attend and participate in any and all meetings of the BOARD including, but not limited to, executive sessions (unless otherwise determined by the BOARD as provided by law), work sessions, regular BOARD meetings, special BOARD meetings, emergency BOARD meetings, and the like, together with the right to attend and participate in, at his option, the meetings of any BOARD appointed committee and/or BOARD appointed citizens' committee. Notwithstanding the foregoing, the BOARD may conduct executive sessions outside of the presence of the SUPERINTENDENT for the following reasons:

- a. for purposes of discussion of the SUPERINTENDENT'S performance or to prepare, review and discuss his annual evaluation;
- b. for purposes of discussion of the SUPERINTENDENT'S request for additional remuneration and/or fringe benefits;
- c. for purposes of discipline and/or discharge of the SUPERINTENDENT; or
- d. for purposes of discussion regarding the employment of a successor to the SUPERINTENDENT.

4. **Board Referral**

Substantial criticisms and complaints made to individual BOARD members and/or the whole BOARD regarding the SUPERINTENDENT'S administration of the District, or the

SUPERINTENDENT'S performance of his duties, shall be brought by individual members to the attention of the President of the BOARD who shall timely review and discuss the criticisms and/or complaints with the SUPERINTENDENT.

**5. Outside Consultation**

The SUPERINTENDENT shall devote his entire work time to the District and herewith agrees to refrain from employment with, or on behalf of, any other person, partnership or corporation. However, the SUPERINTENDENT may be permitted to engage in work as a consultant, or as an adjunct professor at a college or university. Such activity shall not interfere with the duties of the SUPERINTENDENT and shall be accomplished during periods of vacation or at times other than the SUPERINTENDENT'S work day. The SUPERINTENDENT shall give the BOARD notice of such activities.

**6. Salary**

- a. Effective August 21, 2017, the District shall pay to the SUPERINTENDENT as and for his annual base salary, the sum of TWO HUNDRED AND SEVENTY FIVE THOUSAND DOLLARS (\$275,000.00). Said salary shall remain in effect for the first two (2) years of this Agreement.
- b. The BOARD shall meet during the month of July of the second year of the SUPERINTENDENT'S employment to review and discuss an appropriate salary increase and/or fringe benefit modification for the SUPERINTENDENT for the third year of this Agreement. The BOARD'S final determination shall be communicated to the SUPERINTENDENT on or before July 30, 2019. In no event shall the salary of the SUPERINTENDENT be lower than the salary provided during the first year of this Agreement. Any increase in the SUPERINTENDENT's base salary shall be in the form of a written amendment to

this Agreement. Such Amendment shall not be considered a new Agreement unless expressly stated in writing.

**7. Benefits**

- a. Vacation: The SUPERINTENDENT shall be credited with twenty-two (22) working days of vacation leave effective August 21, 2017 and twenty-two (22) days effective each August 21st thereafter during the term of this Agreement. Unused vacation days shall not be accumulated from year to year. These days are to be taken at the discretion of the SUPERINTENDENT, subject to the approval of the President of the BOARD respecting proposed vacation periods. If this Agreement shall terminate prior to August 21st of any contract year, vacation days credited to the SUPERINTENDENT for that contract year shall be adjusted on a prorated basis.
- b. Holidays: For each year of this Agreement, and provided schools are closed on such days, the SUPERINTENDENT shall also be entitled to the following holidays with pay: Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Day, New Year's Day, Presidents' Day, Good Friday, Martin Luther King Jr.'s Birthday, Memorial Day and the Fourth of July. No holiday shall be granted to the SUPERINTENDENT when unusual circumstances require his presence in the District.
- c. Sick and Personal Leave Days:
  - i. Effective August 21, 2017, and on the August 21st of each successive contract year (August 21<sup>st</sup> through August 20<sup>th</sup>), the SUPERINTENDENT shall be granted ten (10) sick leave days per school year. A maximum of five (5) days with pay shall be granted for each serious illness in the

immediate family (spouse, children, mother, father, sister, or brother). Extensions for reasonable cause, or leave for relatives other than those in the immediate family, may be granted with pay at the discretion of the BOARD. If the BOARD determines that reasons do not warrant extensions with pay, it may, in its discretion, grant such leave requests without pay. Requests for extensions shall be in writing. The BOARD may require confirmation of the underlying reasons for each such leave or extended leave.

- ii. The SUPERINTENDENT shall be permitted to accumulate unused leave days not to exceed one hundred and fifty (150) sick days. Upon conclusion of his services as SUPERINTENDENT from the District, the SUPERINTENDENT shall not be granted payment for accumulated sick days.
- iii. The SUPERINTENDENT is herewith credited with an initial sick leave bank of forty (40) days. Upon earning sick leave during his employment, unused earned sick leave days will be deemed to replace a like number of the sick bank days, until said forty (40) day bank is entirely replaced with earned days. "Replacement" of sick bank days with earned days will occur on August 20, 2018 and thereafter on August 20<sup>th</sup> of each subsequent contract year.
- iv. Effective August 21, 2017, and on each August 21<sup>st</sup> during the term of this contract, the SUPERINTENDENT shall be credited with two (2) days of personal leave to attend to personal matters that only can be addressed

during working hours. Unused personal days shall be added to accumulated sick days.

- d. Jury Duty: The SUPERINTENDENT, if required to serve as a juror, shall be paid full salary, without loss of paid leave or vacation, during the period of civic obligation. He shall endeavor to take steps to seek his relief from such duty during periods when school is in session, by making appropriate application therefore.
- e. Health Care Benefits:
  - i. The SUPERINTENDENT shall be granted the same health insurance benefits accorded to the District's professional employees. The SUPERINTENDENT shall contribute twenty (20%) percent of the health insurance premiums applicable to the coverage, family or individual, as selected by him.
  - ii. Upon resignation for the purpose of retirement from the NORTH SHORE CENTRAL SCHOOL DISTRICT and subsequent contemporaneous retirement and receipt of retirement income from the New York State Teachers Retirement System, the SUPERINTENDENT shall be granted his choice of family or individual health plan coverage under the same plan provided to the District's professional employees. The District has agreed to grant the retiring SUPERINTENDENT those health care benefits to the extent of and subject to the conditions hereinafter set forth. The SUPERINTENDENT shall contribute twenty (20%) percent of the health insurance premiums applicable to the coverage, family or individual, selected by him. Upon eligibility for Medicare, the District

will reimburse the SUPERINTENDENT for Medicare Part B and Part D premiums, provided that the SUPERINTENDENT resigns for purposes of retirement from the NORTH SHORE CENTRAL SCHOOL DISTRICT.

iii. The health care plan to be provided during retirement shall be the health care plan the District provides to its active professional employees as the same may be amended, modified or changed from time to time in the future. The SUPERINTENDENT must have served five (5) years as SUPERINTENDENT OF SCHOOLS in the District to qualify for this retirement benefit.

iv. It is specifically understood and agreed that this Agreement extends to the SUPERINTENDENT health care benefits equal to the same benefit level that the District provides for active professional employees. Hence, the level of benefits and health care plan granted to the retiring SUPERINTENDENT at the time of resignation for purposes of retirement, may change and/or be modified in the future to the extent of changes and/or modification of the health care plan and/or benefit level that is then extended to active professional employees. Notwithstanding the foregoing, the District reserves the right to provide the level of health care benefits required by this Agreement to the SUPERINTENDENT through an insured health plan, or a District self-funded plan (or combination thereof), and/or in conjunction with benefits provided under Medicare and/or any other available state or federal law or program that may in the future provide a health benefit to the SUPERINTENDENT.



- f. Other Insurance: The SUPERINTENDENT shall be provided the insurance coverage below with all premium costs to be borne by the District:
- i. Dental coverage through the Welfare Fund administered by the North Shore Schools Federated Employees.
  - ii. Group Term Life Insurance Plan providing life insurance equivalent to one year's salary plus an additional \$50,000.
  - iii. Long term disability insurance coverage, at preferred rates, providing for a waiting period of ninety (90) calendar days from the exhaustion of the SUPERINTENDENT's accumulated sick leave and thereafter a benefit of two-thirds of the SUPERINTENDENT's monthly salary. Should the SUPERINTENDENT not qualify for such coverage at preferred rates, the District shall not have an obligation to provide this benefit.
- g. Attendance at Conferences: The BOARD expects the SUPERINTENDENT to continue his professional development and expects him to participate in relevant learning experiences. The SUPERINTENDENT may attend appropriate professional meetings at the local, state, and national level, subject to the prior approval of the BOARD in accordance with District policy. The SUPERINTENDENT is encouraged to attend conferences such as those sponsored by the New York State Council of Superintendents, the New York State School Boards Association, and the Nassau Superintendents Association. The BOARD will pay or reimburse the SUPERINTENDENT for all BOARD approved reasonable expenses made in connection with his attendance at said conferences, in accordance with District policy. The SUPERINTENDENT shall

file an itemized expense statement with the District Clerk as set forth in paragraph 7 (h) below.

- h. Expenses: The District shall reimburse the SUPERINTENDENT for reasonable out of pocket expenses incurred in connection with the performance of his duties, including expenses arising from travel and lodging arising from meetings required by the New York State Commissioner of Education or the State Education Department, or professional conferences as set forth in paragraph 7(g) above. The SUPERINTENDENT shall provide an itemized account of such expenditures together with proof of such expenditures, in accord with District practice and policy.
- i. Professional Organizations: It is understood and agreed that the BOARD will pay the SUPERINTENDENT'S dues in those educational and/or local service organizations to which he belongs or to which he may hereafter belong, including the following: American Association of School Administrators, New York State Council of School Superintendents, Nassau County Association of School Superintendents, and a local service organization such as Lions, Rotary or Kiwanis.
- j. Vehicle Allowance: The District will provide the SUPERINTENDENT a monthly stipend of FIVE HUNDRED DOLLARS (\$500.00) to be used for the SUPERINTENDENT'S transportation. This stipend shall terminate with the expiration of this Agreement or the termination of the SUPERINTENDENT'S employment by the District, whichever comes first.
- k. Cell phone and laptop: The SUPERINTENDENT will be provided use of a cell phone for business purposes, consistent with District policy. He shall be provided

with use of a laptop for business purposes consistent with the District's acceptable use policy. Upon termination of his employment, he shall return the cell phone and laptop computer to the District.

- l. Bereavement: The SUPERINTENDENT shall be entitled to five (5) days of paid leave due to a death in his immediate family. "Immediate family" is defined as spouse, children, parents, grandparents, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or any relative living in the SUPERINTENDENT's household.
- m. Non-Elective I.R.C. Employer §403(b) Contribution: On or about August 21, 2017, and on or about each August 21<sup>st</sup> thereafter, the District shall make an I.R.C. §403(b) non-elective contribution in the amount of FIVE THOUSAND DOLLARS (\$5,000) on behalf of the SUPERINTENDENT to a tax-sheltered annuity chosen by the SUPERINTENDENT.
- n. New York State Deferred Compensation 457 Plan and §403(b) Tax Sheltered Annuity Plan: The SUPERINTENDENT shall be entitled to participate in the New York State Deferred Compensation 457 Plan in accordance with the applicable provisions of the Internal Revenue Service Code. Such funds shall be owned by the SUPERINTENDENT. The SUPERINTENDENT shall be permitted to select tax sheltered annuity for the purpose of making employee §403b contributions.

## **8. Just Cause Dismissal**

Throughout the term of this Agreement, the SUPERINTENDENT shall be subject to discharge for just cause. The SUPERINTENDENT shall have the right to service of written charges, notice of hearing and a fair hearing before an impartial hearing officer. The BOARD

and the SUPERINTENDENT shall make a good faith effort to mutually agree upon a hearing officer. In the event that an agreement cannot be reached within five (5) calendar days, the hearing officers in order of selection shall be Jay Siegel, Esq., or Philip Maier, Esq. in the event that Jay Siegel, Esq. is unavailable to serve. Such hearing shall not be scheduled prior to thirty (30) days after the date of delivery of such charges. The hearing officer shall hear the charges and facts supporting the charges and make findings of fact and recommend the disposition of any charges filed. The hearing officer's findings of fact and recommendations as to the disposition of charges against the SUPERINTENDENT shall be delivered to the BOARD. The BOARD shall make a final binding decision in its sole discretion. If the SUPERINTENDENT chooses to be accompanied by legal counsel at the hearing, his legal expenses shall be the sole responsibility of the SUPERINTENDENT. The BOARD may elect to suspend the SUPERINTENDENT from the performance of his duties with full pay and benefits during the pendency of said charges. The SUPERINTENDENT shall continue to receive his salary and benefits during the pendency of said charges, or until the termination of this Agreement, whichever occurs first, unless the SUPERINTENDENT is convicted of a felony or Class A misdemeanor then the suspension shall be without salary payment. If the hearing officer's recommendation to the BOARD is that the SUPERINTENDENT be reinstated, he shall be paid all lost salary.

**9. Inability to Perform**

Should the SUPERINTENDENT be unable to perform his duties by reason of illness, accident or other cause beyond his control and said disability continues for a period of more than six (6) months and if such disability appears to be permanent, irreparable or of such nature as in the judgment of the BOARD will make the performance of his duties impossible, the BOARD may, at its option, terminate this Agreement whereupon the respective duties, rights and

obligations herein shall terminate, except that the BOARD agrees to continue payment for any remaining sick leave days in the SUPERINTENDENT'S personal accumulation.

**10. Indemnification and Legal Representation**

In addition to those rights provided by law, the BOARD agrees to provide legal counsel to the SUPERINTENDENT and to indemnify the 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 SUPERINTENDENT 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 the SUPERINTENDENT may have arising under the laws of the State of New York including, but not limited to, Education Law §§3023, 3028, 3811, 3813 and §18 of the Public Officers Law.

**11. 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 to an evaluation in executive session of his performance and his working relationship with the BOARD. The evaluation shall be based upon written performance criteria, procedure and evaluative forms mutually agreed upon by the parties, which criteria, procedure and forms shall be established on or before November 15, 2017. In addition, there shall be an informal mid-year evaluation in February each year with the criteria and format of the evaluation to be mutually agreed upon on or before November 15, 2017. Notwithstanding the failure of the parties to agree upon the aforesaid criteria, procedure and forms by said date, the BOARD shall prepare the annual evaluation of the SUPERINTENDENT based upon its own review of the SUPERINTENDENT'S performance as of July of each year of this Agreement.

**12. Contract Renewal**

- a. The SUPERINTENDENT shall be entitled to written notice of at least six (6) months prior to the expiration of this Agreement as to whether or not the BOARD will enter into a new contract of employment with the SUPERINTENDENT.
- b. During the term of this Agreement only, to wit 2017-2020, on or about February 15, 2019 the BOARD shall consider extension of this contract. It shall inform the SUPERINTENDENT of its decision on or about March 15th, 2019.
- c. The SUPERINTENDENT shall respond, in writing, to a BOARD offer of continued employment. Said response shall be delivered to the BOARD within thirty (30) days of the date of its offer.
- d. The SUPERINTENDENT shall give the BOARD six (6) months' notice of his decision to terminate his employment with the District.

**13. Savings Clause**

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.

**14. Jurisdiction**

This Agreement will be construed in accordance with the laws of the State of New York.

**15. Entire Agreement**


The parties agree that all negotiable items have been discussed during the negotiation of this Agreement and this Agreement contains the entire understanding between the parties and there are no representations, conditions, understandings, promises, or considerations of any nature whatsoever, except as herein expressed.

**16. No Reopener**

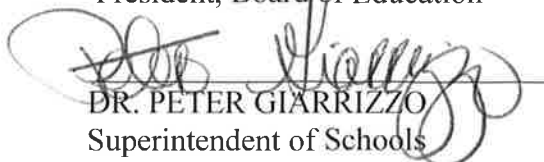
The parties agree that this Agreement may not be reopened to negotiations on any item except by mutual consent or pursuant to its terms. Either party to this Agreement may request in writing to the other party that this Agreement be reopened to negotiations on any item or groups of items. Within thirty (30) days after receiving said request, the other party will reply to the request, in writing, either agreeing to or refusing to reopen this Agreement to negotiation. This Agreement may not be orally changed or modified; any and all changes must be in writing and executed by the parties thereto.

**IN WITNESS WHEREOF**, the BOARD has caused this instrument to be signed by its President of the BOARD OF EDUCATION, as duly authorized by resolution, and the corporate seal has been affixed hereto, and the SUPERINTENDENT has hereunto set his hand and seal, all on the day and year first above written.

BOARD OF EDUCATION  
NORTH SHORE CENTRAL SCHOOL DISTRICT

by   
ANTOINETTE LABBATE  
President, Board of Education

dated: 2/15/17

  
DR. PETER GIARRIZZO  
Superintendent of Schools

dated: 2/15/17