

FIRST AMENDMENT made this 1st day of July, 2012, to the June 16, 2011 agreement by and between the Board of Education of the North Shore Central School District (hereinafter referred to as the BOARD) and DR. EDWARD MELNICK (hereinafter referred to as the SUPERINTENDENT).

WHEREAS, pursuant to Section 1711 of the Education Law of the State of New York, the parties entered into an agreement dated June 16, 2011, establishing the terms and conditions of employment of the SUPERINTENDENT by the BOARD for his services as SUPERINTENDENT OF SCHOOLS, and

WHEREAS, the parties are desirous of amending said agreement,

NOW, THEREFORE, based upon the mutual covenants and understandings between the parties, it is understood and agreed:

First: All of the terms and provisions set forth at length in the aforescribed agreement dated June 16, 2011 shall continue in full force and effect during the term of employment of the SUPERINTENDENT, except as expressly modified herein.

Second: Section 1 of the June 16, 2011 agreement shall be deleted effective July 1, 2012 and the following shall be Section 1 of the Superintendent's agreement:

1. *Term of Employment:*

a. *The Superintendent shall be employed for the period from June 30, 2012 to June 30, 2017 unless further extended or sooner terminated as set forth herein.*

b. *The Superintendent agrees to give the Board at least one year prior written notice of his intention to terminate this Agreement. Failure to provide this notice shall result in the forfeiture of the Superintendent's unused accrued leave time, other than vacation time, except that the Board shall have the discretion to waive the requirement of such notice upon the showing of reasonable cause.*

c. *If the Board has determined not to renew this Agreement at its expiration, it shall, at least one year prior thereto, serve written notice not to renew to the Superintendent so that he may have ample opportunity to seek other employment. Upon failure of the Board to notify the Superintendent of its intent as aforesaid, this Agreement shall be extended automatically for one (1) additional year; i.e. until June 30, 2018. However, there shall be only one such automatic extension. Nothing herein contained shall preclude termination of this Agreement by mutual consent of the parties with or without prior notice.*

BOARD OF EDUCATION
NORTH SHORE CENTRAL SCHOOL DISTRICT

Dated: 7/1/12

By: 

Dated: July 3, 2012



DR. EDWARD MELNICK
SUPERINTENDENT OF SCHOOLS

EMPLOYMENT AGREEMENT

AGREEMENT, made this 16 day of June 2011 by and between the Board of Education (the "Board") of the North Shore Central School District, Nassau County, New York (the "District") and Dr. Edward Melnick (the "Superintendent").

WITNESSETH:

WHEREAS, Edward Melnick has served as Superintendent of Schools of the North Shore Central School District since July 1, 2003, and

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

WHEREAS, the agreement shall have no force and effect unless and until the execution thereof by the President of the Board, and

WHEREAS, this Agreement shall replace all prior employment agreements and amendments between the parties,

NOW, THEREFORE, in consideration of the agreement set forth herein, and other good and valuable consideration, the parties agree as follows:

1. **Term of Employment:**

a. The Superintendent shall be employed for the period from June 16, 2011 to June 15, 2016 unless further extended or sooner terminated as set forth herein.

b. The Superintendent agrees to give the Board at least eight (8) months' prior written notice of his intention to terminate this Agreement. Failure to provide this notice shall result in the forfeiture of the Superintendent's unused accrued leave time, other than vacation time, except that the Board shall have the discretion to waive the requirement of such notice upon the showing of reasonable cause.

c. If the Board has determined not to renew this Agreement at its expiration, it shall, at least eight (8) months prior thereto, serve written notice not to renew to the Superintendent so that he may have ample opportunity to seek other employment. Upon failure of the Board to notify the Superintendent of its intent as aforesaid, this Agreement shall be extended automatically for one (1) additional year; i.e. until June 15, 2017. However, there shall be only one such automatic extension. Nothing herein contained shall preclude termination of this Agreement by mutual consent of the parties with or without prior notice.

2. Superintendent's Duties and Responsibilities:

a. The 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:

(1) set forth in Section 1711 of the Education Law of the State of New York including any amendments thereof or successor statutes thereto;

(2) specified in the policies of the Board;

(3) normally associated with the position of Superintendent including, but not limited to, budget formulation and administration, pupil course of study and curriculum, public relations, personnel management, and labor relations, together with such other duties and responsibilities as the Board shall assign of a character consistent with the position of Superintendent of Schools;

(4) imposed or granted to a superintendent of schools under the provisions of the Education Law or other statute of the State of New York, or by rule or regulation of the Commissioner of Education.

b. Without limiting the foregoing, the Board acknowledges that the Superintendent shall have the following specific authority, rights and responsibilities:

(1) 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 the review and approval of the Board;

(2) to make recommendations to the Board as a prerequisite to either the appointment or termination of employment of both instructional and non-instructional personnel;

(3) to supervise and direct associate, assistant and other 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

(4) to have the authority 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.

c. With respect to their relationships to one another and the determination of their respective powers and duties, the parties acknowledge that they are both subject to the laws of the State of New York and the applicable rules and regulations of the Board of Regents and the Commissioner of Education of the State of New York.

d. 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.

e. The Superintendent shall possess valid and appropriate certification as defined in the Education Law to act as a superintendent of schools in the State of New York. The failure of the Superintendent to hold and maintain a valid certificate to act as Superintendent of Schools in the State of New York shall be cause for the immediate termination of this Agreement and the employment of the Superintendent.

f. The Board expects the Superintendent to continue his professional development and expects him to participate in relevant learning experiences. The Superintendent may attend, after receiving prior Board approval, appropriate professional meetings at the local, state, and national level, the expenses of said attendance to be incurred by the Board. 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, the Association for Supervision and Curriculum Development, and the Nassau Superintendents Association. The Superintendent shall file an itemized expense statement with the District Clerk as set forth in paragraph 4.g below.

g. The Board, individually or collectively, shall promptly refer to the Superintendent for his study and recommendation, any and all criticisms, complaints, suggestions, communications, or comments regarding the operation of the District or the Superintendent's performance of his duties. The Superintendent shall promptly respond to these referrals and shall advise the Board of his findings and intended actions regarding same. The Superintendent will report to the Board all criticisms, complaints, suggestions, communications or comments regarding the educational and operational affairs of the District.

3. Compensation

a. The Superintendent shall receive no salary or benefits as an employee of the District except for the salary and benefits specifically provided in this Agreement.

b. The Superintendent's annual base salary shall be \$275,269.90 for the period commencing June 16, 2011 and ending June 30, 2011, said salary to be pro-rated for the period from June 16, 2011 to June 30, 2011.

c. The Superintendent's salary for the school year 2010-2011 shall be as follows. The SUPERINTENDENT'S salary for the school year 2011-2012 shall be determined by increasing the SUPERINTENDENT'S salary in effect on June 30, 2011 by 2.5%, effective July 1, 2011. The SUPERINTENDENT'S salary for the school year 2012-2013 shall be the SUPERINTENDENT'S salary in effect on June 30, 2012. The SUPERINTENDENT'S salary for the school year 2013-2014 shall be determined by increasing the SUPERINTENDENT'S salary in effect on June 30, 2013 by the percentage increase in the Consumer Price Index for New York-Northeast New Jersey, Urban Wage Earners, based upon the twelve month period next following June 2012, not to be lower than 2% nor greater than 5%. The Board of Education may, in its sole discretion, grant a greater wage increase for the year 2013-2014, in its sole discretion. The SUPERINTENDENT'S salary for the school year 2014-2015 shall be determined by increasing the SUPERINTENDENT'S salary in effect on June 30, 2014 by the percentage increase in the Consumer Price Index for New York-Northeast New Jersey, Urban Wage Earners, based upon the twelve month period next following June 2013, not to be lower than 2% nor greater than 5%. The Board of Education may, in its sole discretion, grant a greater wage increase for the year 2014-2015 in its sole discretion. The SUPERINTENDENT'S salary for the school year 2015-2016 shall be determined by increasing the SUPERINTENDENT'S

salary in effect on June 30, 2015 by the percentage increase in the Consumer Price Index for New York-Northeast New Jersey, Urban Wage Earners, based upon the twelve month period next following June 2014, not to be lower than 2% nor greater than 5%. The Board of Education may, in its sole discretion, grant a greater wage increase for the year 2015-16. In no event shall the Superintendent's base salary for any twelve-month period of employment be less than the amount of base salary received during the preceding twelve-month period.

d. Any increase in the Superintendent's base salary or fringe benefits shall be in the form of an amendment to this Agreement. Such Amendment shall not be considered a new Agreement unless expressly stated in writing.

4. Other Benefits

a. The Superintendent shall be eligible for family coverage under the Empire Core Plan Plus Enhancements or such other health insurance plan used by the District. The District shall pay 82% of the premium during the period June 16, 2011 to June 30, 2011; 80% of the premium during the period July 1, 2011 to June 30, 2012; and 80% of the premium during the period July 1, 2012 to June 30, 2013. The Superintendent's premium contribution and other related out of pocket expenses may be made through the District's Section 125 salary reduction plan to the extent permissible by the plan.

b. The Superintendent shall be provided the insurance coverage below with all premium costs to be borne by the District:

(1) Dental coverage through the Welfare Fund administered by the North Shore Schools Federated Employees.

(2) Group Term Life Insurance Plan providing life insurance equivalent to one year's salary plus an additional \$50,000 with a carrier, if possible, that will permit

continuation of all or part of such coverage into retirement provided the premiums for such coverage are paid by the retiree.

(3) Long term disability insurance coverage providing for a waiting period of 90 calendar days from the exhaustion of the Superintendent's accumulated sick leave and a benefit of two-thirds of the Superintendent's monthly salary.

c. Upon retirement from the District, the Superintendent shall be granted health insurance coverage in retirement under the plan provided to the then Superintendent of Schools. The District will pay 80% of the premiums. Once the Superintendent reaches age sixty-five, the District will reimburse the Superintendent for any amount paid to Medicare. Retirement shall be defined as his receiving benefits from the New York State Teacher's Retirement System after he leaves the District.

d. The BOARD shall cause a non-elective employer contribution in the amount of \$10,000 to be made to the SUPERINTENDENT'S I.R.C. Section 403-b account on February 18, 2012, February 1, 2013, February 1, 2014, February 1, 2015 and February 1, 2016.

e. The District shall pay such portion of the Superintendent's salary per contract year to such tax sheltered annuity as the Superintendent shall designate in writing. Such annuity shall be owned by the Superintendent.

f. The District shall pay dues on behalf of the Superintendent for membership in the New York State Council of School Superintendents and the American Association of School Administrators.

g. The District will provide the Superintendent a stipend in the amount of \$800.00 per month for the use of the Superintendent's privately owned vehicle for District and District' related activities. This stipend may be used for car/lease payments, maintenance, gasoline and/or

insurance. The Superintendent shall make best efforts to keep an accurate written record of the mileage for business use.

h. The Superintendent is also authorized to incur reasonable expenses in the discharge of his duties, including, but not limited to, expenses for travel and lodging and similar expenses upon presentation, from time to time, of an itemized account of such expenditures. On no less than a quarterly basis, the Superintendent shall provide a description of expenses incurred or for which he has requested reimbursement from the District during the preceding reporting period.

5. Evaluation: The Superintendent's services shall be subject to evaluation pursuant to Board Policy 0320 (Evaluation of the Superintendent), as such Policy may from time to time be modified by the Board. Evaluations shall be conducted in accordance with the District's Annual Professional Performance Review Plan, to the extent that the same is applicable to the Superintendent. The performance evaluation shall be kept confidential by the Board to the extent permitted by law and in accordance with Board Policy.

6. Vacation Leave and Holidays:

a. The Superintendent shall be credited with twenty-two (22) working days of vacation leave effective July 1, 2011 and twenty-two (22) days effective each July 1 thereafter during the term of this Agreement, which shall not be accumulated. Vacations shall be taken by the Superintendent at a time that is mutually agreed upon in writing between the Board and the Superintendent. If this Agreement shall terminate prior to the end of a school year, vacation days credited to the Superintendent for that school year shall be adjusted on a prorated basis.

b. 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.

7. Leave:

a. The Superintendent shall be entitled to ten (10) days paid sick leave annually, which shall be cumulative up to a maximum of one hundred fifty (150) days.

b. A maximum of five (5) days with pay shall be granted for each serious illness or death in the immediate family (spouse, children, mother, father, sister, 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 feels that reasons do not warrant extensions with pay, it may, in its discretion, grant such leaves without pay. Requests for extensions shall be in writing. The Board may require confirmation of the underlying reasons for each such leave.

c. For absences due to personal business, two (2) days' leave without loss of pay shall be allowed annually. Personal business leave shall be used to conduct matters which may only be handled during working hours.

d. Absence shall be approved with no loss of pay for the following purposes:

(1) Jury Duty. Jury service fee received shall be reimbursed to the District.

(2) Court appearance or other official proceeding where the Superintendent is subpoenaed or ordered to appear other than as a plaintiff in a law suit.

The Superintendent shall notify the Board and present his/her jury notice, subpoena or court order to the Board as soon as reasonably possible after the receipt thereof and shall give due notice of the termination of his/her service or appearance to the Board.

8. Other Work: The Superintendent shall devote his full time, skill, labor and attention to the discharge of his duties as Superintendent of Schools during the term of this Agreement. However, with prior approval of the Board, he may undertake speaking engagements, writing, lecturing, or other professional duties, obligations and activities so long as such activities do not interfere with the full and faithful discharge of the Superintendent's duties or written responsibilities as specified herein and District Policy.

9. Disability: Should the Superintendent be unable to perform any or all of his duties by reason of illness, accident, or other cause beyond his control, and if such disability continues for more than ninety (90) calendar days, or if said disability is permanent, irreparable, or of such nature as, at the discretion 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 of the parties shall terminate.

10. Medical Examination: The Board shall have the right to require the Superintendent to undergo such examination(s) as in its discretion it deems necessary during the term of this Agreement. In the event that it does so, the practitioner's report(s) shall be filed with the District Clerk and treated by the Board as confidential information. The examination(s) shall be performed by a practitioner selected by the Board and the cost of the examination(s) shall be borne by the District.

11. Indemnification: The District agrees, as a further condition of this employment contract, that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands,

claims, suits, actions, and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of his employment or under the direction of the Board, including but not limited to all uninsured financial loss arising out of any proceeding, 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. Nothing herein shall be construed to limit the protections under Education Law Sections 3023, 3028, and 3811, and Public Officers Law Section 18.

12. Termination:

a. The Superintendent's employment under this Agreement may be terminated by the Board for any reason whatsoever upon compliance with the following procedures:

(1) The Board shall provide the Superintendent with written notice of its tentative decision to terminate his employment and shall specify in said notice the date of an executive session scheduled for a meeting between the Board and the Superintendent to discuss the matter;

(2) If, after meeting with the Superintendent in executive session to discuss the tentative decision to terminate his employment, the Board determines to, in fact, terminate such employment, it shall provide the superintendent with:

(a) no less than sixty (60) days' written notice of the effective date of such termination, on which date his entitlement to any of the benefits provided for pursuant to this Agreement shall cease, except as may otherwise be provided by law; and

(b) continued payment of the amount of base salary due to be paid to the Superintendent through the expiration date Agreement (June 15, 2016) at the rate of compensation being received by the Superintendent as of the date of the notice of termination.

b. The Superintendent's employment under this Agreement may also be terminated by the Board for just cause upon compliance with the following procedures:

(1) The Superintendent shall have the right to the service of charges, notice of hearing and a fair hearing before a hearing officer mutually selected by the Superintendent and the Board. Should the parties be unable to agree upon a hearing officer, the parties shall utilize the American Arbitration Association (AAA) to assist them in the selection of a hearing officer. Use of the AAA shall not render the proceeding an arbitration proceeding. The parties agree that the hearing officer's decision shall not be final and binding, but shall be subject to the review of the Board as more particularly described below.

(2) The Board shall have the right to suspend the Superintendent pending a hearing on such charges and the final determination thereof. The Superintendent shall receive full compensation and benefits during the period of such suspension up to a maximum of eighteen (18) months. The aforesaid eighteen month limitation shall not be applicable if the hearing officer determines that a final determination has not been made due to unjustifiable delay caused by the Board. The Superintendent may, however, be suspended without pay if the charges relate to misconduct for which the Superintendent has been arrested or convicted of a crime or when the District filed a report with the Commissioner of Education pursuant to Part 83 of the Regulations of the Commissioner of Education. In the event of a finding of not guilty of the

matter covered by the arrest or Part 83 complaint, he shall receive payment of any salary and benefits so withheld.

(3) If the Superintendent fails to answer such charges in writing within ten (10) days of his receipt thereof, then the Board may dismiss the Superintendent by a majority vote and such dismissal shall be final.

(4) If the Superintendent answers the charges, the issues shall be heard by the hearing officer.

(5) If the Superintendent chooses to be represented by legal counsel, said legal expense shall be incurred by him.

(6) All hearings shall be conducted in executive session and a stenographic record shall be kept thereof, the cost of which shall be divided equally by the District and the Superintendent.

(7) The report of the hearing officer, including findings of fact and recommendation as to termination, shall be advisory.

(8) The hearing officer shall submit his/her report to the Board within thirty (30) days of the close of the hearing.

(9) The Board shall review the report and may accept it in part or in whole, or may reject the same and the determination of the Board shall be final and binding; and

(10) The decision of the Board may be appealed by the Superintendent to any forum having jurisdiction, including but not limited to the Commissioner of Education.

13. Written Agreement: This Agreement shall constitute the entire Agreement between the parties with respect to the Superintendent's terms and conditions of employment. None of the provisions of this Agreement, including this provision, may be modified except in a 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. This Agreement shall not become binding upon the District until it is approved at a duly convened public meeting of the Board.

14. 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.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this 16th day of June, 2011.

BOARD OF EDUCATION
NORTH SHORE CENTRAL
SCHOOL DISTRICT

Igor Webb, President

Dr. Edward Melnick

By: *Igor Webb*

Ed Melnick

Sworn to before me this 16 day of
June 2011

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June 2011

Elizabeth A. Ciampi
Notary Public

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Notary Public

ELIZABETH A. CIAMPI
NOTARY PUBLIC - STATE OF NEW YORK
NO. 01-C18064527
QUALIFIED IN NASSAU COUNTY
MY COMMISSION EXPIRES 09-24-20 13

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