

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT  
BETWEEN THE BOARD OF EDUCATION  
OF THE NORTH SHORE CENTRAL SCHOOL DISTRICT  
AND  
DR. PETER GIARRIZZO**

WHEREAS, the parties entered into an agreement dated February 15, 2017 whereby the Board of Education (“Board”) employed the services of Dr. Peter Giarrizzo (“Superintendent”) as Superintendent of Schools of the North Shore Central School District (“Agreement”); and

WHEREAS, pursuant to a resolution adopted by the Board at a meeting thereof held on July 11, 2019, a First Amendment to the Agreement was authorized by the Board;

NOW, THEREFORE, in consideration of the mutual covenants herein, it is agreed by and between the parties as follows:

FIRST: The Agreement dated February 15, 2017 is hereby ratified and affirmed.

SECOND: **Paragraph 1 (“Agreement and Scope of Duties, Responsibilities and Authority”)** shall be re-titled “Term, Scope of Duties, Responsibilities and Authority.” Except for the initial sentence, the remainder of Paragraph 1, including all subparagraphs, shall remain unchanged. The title and the initial sentence shall read in their entirety as follows:

“1. Term, Scope of Duties, Responsibilities and Authority

“The Board, pursuant to §1711 of the New York State Education Law and in accordance with a resolution duly adopted at a meeting held on July 11, 2019, hereby offers to extend the employment of Dr. Peter Giarrizzo as the Superintendent of Schools of the North Shore Central School District through June 30, 2022, and the Superintendent has accepted such offer on the terms of the February 15, 2017 Agreement, as modified by this

First Amendment.”

**THIRD: Paragraph 6 (“Salary”)** shall be amended to read in its entirety as follows:

“6. Salary

The Superintendent’s salary for the period July 1, 2019 through June 30, 2020 shall be TWO HUNDRED EIGHTY-ONE THOUSAND EIGHT HUNDRED SEVENTY-FIVE DOLLARS (\$281,875). The Superintendent’s salary for the period July 1, 2020 through June 30, 2021 shall be TWO HUNDRED EIGHTY-SEVEN THOUSAND FIVE HUNDRED THIRTEEN DOLLARS (\$287,513). The Superintendent’s salary for the period July 1, 2021 through June 30, 2022 shall be TWO HUNDRED NINETY-THREE THOUSAND TWO HUNDRED SIXTY-THREE DOLLARS (\$293,263).”

**FOURTH: Paragraph 7 (“Benefits”)**

7.a Vacation. Replace subparagraph “a” with the following:

“a. Vacation:

“i. The Superintendent shall be credited with twenty-seven (27) working days of vacation effective July 1, 2019, and twenty-seven (27) days effective each July 1<sup>st</sup> of the term of this Agreement. Unused vacation days shall not be accumulated from year to year. Vacation 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 June 30<sup>th</sup> of any contract year, vacation days credited to the Superintendent for that contract year shall be adjusted

on a prorated basis.”

“ii. The Superintendent shall be compensated at his 2018-19 daily rate of pay for nine (9) unused vacation days earned during the 2018-19 year.

Payment for such days shall be made no later than September 30, 2019.”

7.c. Sick and Personal Leave Days: Modify the dates referenced in subparagraph “c” subsections “i”, “iii”, and “iv” to July 1<sup>st</sup> of each year of the Agreement.

7.g. Attendance at Conferences: Replace the second sentence of subparagraph “g” with the following:

“g. The Superintendent may attend appropriate professional meetings at the local or state level with the approval of the Board President or Vice President.

Attendance at national professional conferences shall be subject to the prior approval of the Board in accordance with District policy.”

7.m. Non-Elective I.R.C. Employer §403(b) Contribution: Amend subparagraph “m” to read in its entirety as follows:

“m. On or about July 1, 2019 and on or about each July 1<sup>st</sup> of the term of this Agreement, the District shall make an I.R.C. Section 403(b) non-elective contribution in the amount of SEVENTY-FIVE HUNDRED DOLLARS (\$7,500) on behalf of the Superintendent to a tax-sheltered annuity chosen by the Superintendent.”

**FIFTH: Paragraph 11 (“Evaluation”)**: Amend to read in its entirety as follows:

“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 October 1<sup>st</sup> in each year of this Agreement. In addition, there shall be an informal mid-year evaluation in February of each year, with the criteria and format of the evaluation to be mutually agreed upon on or before October 1<sup>st</sup>. 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.”

**SIXTH: Paragraph 12 (“Contract Renewal”)**: Amend to read in its entirety as follows:

“12. a. The Board shall notify the Superintendent by no later than June 1, 2021 of the Board’s intention to extend or not extend the Superintendent’s employment beyond the term of the Agreement. In the event the Board advises the Superintendent of its intention to extend, then the parties will immediately enter into negotiations for such extension. In the event the Board advises the

Superintendent that it does not intend to extend, then this Agreement will terminate upon its expiration date. In either case, the Board will express its intention in writing. In the event the Board does not advise the Superintendent either way of its intention, then this Agreement will automatically expire on its expiration date.”

“b. The Superintendent shall give the Board six (6) months notice of his decision to terminate his employment with the District, provided, however, that the Superintendent shall give the Board one year’s notice of his intention to retire from the District.”

SEVENTH: In all other respects, the February 15, 2017 Agreement shall continue in full force and effect.

Dated: July 11, 2019  
Sea Cliff, New York

BOARD OF EDUCATION  
NORTH SHORE C.S.D.

  
Sara L. Jones, President

  
Peter Giarrizzo, Ed. D.