

FIRST AMENDMENT made this 10 day of September, 2020, to the March 14, 2019 agreement by and between the BOARD OF EDUCATION OF THE NORTH SHORE CENTRAL SCHOOL DISTRICT (hereinafter referred to as the BOARD) and CHRISTOPHER ZUBLIONIS (hereinafter referred to as the ASSISTANT SUPERINTENDENT).

WHEREAS, pursuant to the Education Law of the State of New York, the parties entered into an agreement dated March 14, 2019 ("Agreement") establishing the terms and conditions of employment of the ASSISTANT SUPERINTENDENT by the BOARD for his services as ASSISTANT SUPERINTENDENT; 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 Agreement shall continue in full force and effect during the term of employment of the ASSISTANT SUPERINTENDENT, except as expressly modified herein.

SECOND: The ASSISTANT SUPERINTENDENT'S salary for the school year 2020-21 shall be in the amount of \$216,000. An additional \$5,000 (not added to base salary) will be paid to the Assistant Superintendent, less applicable withholdings.

THIRD: Due to the extraordinary demands placed on the Assistant Superintendent during the 2019-20 school year as a result of the COVID-19 pandemic, precluding him from taking vacation days during the 2019-20 school year, the ASSISTANT SUPERINTENDENT shall be permitted to carry over 10 (ten) unused vacation days from 2019-20 school year. These days shall be in addition to his annual entitlement of vacation leave for the 2020-21 school year and shall not in any way affect his entitlement to his annual allotment of vacation leave for the 2020-21 school year and thereafter, pursuant to the Agreement, as amended.

BOARD OF EDUCATION
NORTH SHORE CENTRAL
SCHOOL DISTRICT

By:

DAVID LUDMAR
PRESIDENT

Dated:

9/10/2020

By:

CHRISTOPHER ZUBLIONIS
ASSISTANT SUPERINTENDENT
FOR INSTRUCTION

Dated:

9-4-20

**EMPLOYMENT AGREEMENT BETWEEN
THE BOARD OF EDUCATION
OF THE NORTH SHORE CENTRAL SCHOOL DISTRICT
AND DR. CHRISTOPHER R. ZUBLIONIS**

AGREEMENT, made this 14th day of March, 2019, by and between the Board of Education of the North Shore Central School District, Nassau County, New York (“Board”), and Dr. Christopher R. Zublionis, (“Assistant Superintendent”);

WITNESSETH

WHEREAS, the Board appointed the Assistant Superintendent to a four year probationary term as Assistant Superintendent for Instruction of the North Shore Central School District (“District”) effective July 1, 2019; and

WHEREAS, it is the parties’ belief that a written contract fully specifying the terms and conditions of Dr. Christopher R. Zublionis’ employment by the District will promote effective communication between the parties;

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

1. Term of Employment

The term of this Agreement shall be four years (July 1, 2019 through June 30, 2023), unless Dr. Zublionis’ employment by the District terminates sooner, either by mutual agreement or as provided by law.

2. Certification

Dr. Christopher R. Zublionis shall possess a valid certificate to act as a school district administrator in the State of New York at all times during the term of his employment with the District.

3. Compensation

(a) Dr. Zublionis' annual salary for the period from July 1, 2019 to June 30, 2020 shall be TWO HUNDRED SIXTEEN THOUSAND (\$216,000.00) DOLLARS.

(b) (a) Dr. Zublionis' annual salary for subsequent years of employment with the District shall be determined by the Board of Education, but in no event shall be less than the salary for the previous contract year.

4. Insurance

(a) Dr. Zublionis 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 80% of the premium for said coverage. Dr. Zublionis' 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) Dr. Zublionis 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 \$50,000.00 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 Dr. Zublionis' accumulated sick leave and a benefit of two-thirds of his monthly salary, and thereafter at a maximum amount per month which shall be increased to reflect proportionately such salary increases as may be established by the Board of Education.
- (c) During his retirement, Dr. Zublionis shall be granted health insurance coverage (family or individual coverage, at Dr. Zublionis' option) under the plan provided to the then Assistant Superintendent for Instruction. The District will pay 80% of the premium. Retirement shall be defined as Dr. Zublionis receiving benefits from the New York State Teachers' Retirement System upon retirement from the District.

5. Vacation Leave and Holidays

- (a) The work year shall be twelve months (July 1 through June 30), including the winter, February and spring recess periods. Dr. Zublionis shall be credited with twenty-two (22) working days of vacation leave effective July 1, 2019 and twenty-two (22) days effective each July 1 thereafter, which shall not be accumulated. Vacations shall be taken by Dr. Zublionis at a time that is mutually agreed upon between Dr. Zublionis and the Superintendent. If Dr. Zublionis' employment terminates prior to the end of a school year, vacation days credited to Dr. Zublionis for that school year shall be adjusted on a prorated basis.
- (b) Provided that schools are closed on such days, Dr. Zublionis shall 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 Dr. Zublionis when unusual circumstances require his presence in the District.

- (c) Dr. Zublionis shall be entitled to ten (10) days paid sick leave annually, which shall be cumulative up to a maximum of one hundred and fifty (150) days, inclusive of any sick days accrued during his service with the District. Previously accrued sick days shall continue to be available to him. The Board acknowledges that as of the date of this agreement, Dr. Zublionis had accrued 134 sick days.
- (d) 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 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.
- (e) 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.
- (f) 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 Dr. Zublionis is subpoenaed or ordered to appear other than as a plaintiff in a law suit.

Dr. Zublionis shall notify the Superintendent and provide a copy of his jury notice, subpoena or court order as soon as reasonably possible after the receipt thereof and shall give due notice of the termination of his service or appearance to the Superintendent.

6. 403B Program Participation

Dr. Zublionis 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 Dr. Zublionis. Dr. Zublionis shall be permitted select tax sheltered annuity for the purpose of making employee 403 contributions.

7. Written Agreement

This Agreement shall constitute the entire Agreement between the parties with respect to Dr. Zublionis' 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. This Agreement shall not become binding upon the District until it is approved at a duly convened public meeting of the Board.

8. 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.

Dated: 3/14/19

BOARD OF EDUCATION OF THE
NORTH SHORE CENTRAL
SCHOOL DISTRICT

By: 

SARA JONES, President

Dated: 3/12/19


CHRISTOPHER R. ZUBLIONIS