

EMPLOYMENT AGREEMENT

AGREEMENT made this 15 day of April, 2021, by and between the Board of Education of the North Shore Central School District, with offices for the transaction of business at 112 Franklin Avenue, Sea Cliff, New York 11579 (hereinafter "Board") and Dr. Thomas P. Dolan, residing at [REDACTED] (hereinafter "Dr. Dolan" or "Interim Superintendent").

WHEREAS, the Board desires to employ a certified and qualified individual to serve as Interim Superintendent of Schools; and

WHEREAS, Dr. Dolan possesses the necessary certification and is qualified to perform as Interim Superintendent of Schools of the North Shore Central School District; and

WHEREAS, the Board has offered to employ Dr. Dolan in such capacity; and

WHEREAS, the parties have mutually agreed upon the following terms and conditions relative to Dr. Dolan's employment by the District;

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

1. **Term:** The term of employment shall commence July 1, 2021 and shall continue to no later than June 30, 2022. Should the Board find a permanent superintendent and wish to employ such individual prior to June 30, 2022, the Board may terminate this Agreement upon thirty days' notice to the Interim Superintendent.

2. **Work Year:** The work year shall be 249 days, exclusive of eleven days for which the Interim Superintendent had pre-planned family vacation time,¹ and for which he will not receive compensation.

3. **Compensation:** The Board will pay the Interim Superintendent \$1100 per day for the 249 day work year during the period July 1, 2021 through June 30, 2022, including school recess periods. This will include payment for the following holidays: Labor Day,

¹ Specifically, July 13, 14, 15 and 16, and December 6, 7, 8, 9, 10, 13, and 14, 2021.

Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Day, New Year's Day, Presidents' Day, Good Friday, Martin Luther King Jr.'s Birthday, Memorial Day, Juneteenth, and the Fourth of July.

4. **Vacation:** The Interim Superintendent shall be credited with twelve paid vacation days within the 249 day work year, and shall provide the Board with prior notice of his intention to take vacation days. Such days shall be deemed earned and accrued at the rate of one vacation day per month. The Interim Superintendent may use vacation days prior to actual accrual, provided, however, that in the event this Agreement is terminated prior to June 30, 2022, the value of vacation days taken in excess of vacation days earned shall be deducted from the Interim Superintendent's final paycheck. Unused vacation days shall not be compensated.

5. **Sick/Personal Days:** The Interim Superintendent shall be granted a total of twelve paid days which he may use for personal illness or personal business. Unused sick or personal days shall not be compensated.

6. **Conferences:** The District shall pay the reasonable and necessary expenses for the Interim Superintendent to attend the Fall and Winter conferences of the New York State Council of School Superintendents ("NYSCOSS"), including his NYSCOSS membership fee at the retiree rate. The Interim Superintendent shall provide an itemized proof of such expenditures in accordance with District practice and policy for reimbursement.

7. **Insurance Coverage:** The Interim Superintendent shall not be provided with health or any other type of insurance coverage by the North Shore Central School District during the term of this Agreement.

8. **Indemnification:** The Board shall provide the Interim Superintendent the protections afforded by Education Law sections 3023, 3028, 3811, and 3813, and Public Officers Law section 18 with respect to any actions of the Interim Superintendent taken within the scope of his employment or under the direction of the Board.

9. **Severability:** If any provision of this Agreement shall be determined to be contrary to law, it is understood and agreed that such provision shall be deleted and the balance of this agreement shall remain in full force and effect.

10. **Paragraph Headings:** The paragraph headings in this Agreement are for convenience of reference only; if there is a conflict between any such heading and the text of this Agreement, the text shall control.

11. **Governing Law:** This Agreement has been entered into under, and shall be governed in accordance with, the laws of the State of New York.

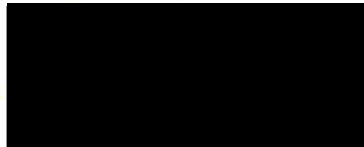
12. **Written Agreement:** This Agreement contains the entire understanding between the parties as to the terms and conditions of the Interim Superintendent's employment by the Board and there are no representations, conditions, understandings, promises, or considerations of any nature whatsoever, except as herein expressed.

FOR THE NORTH SHORE C.S.D.
BOARD OF EDUCATION:



David Ludmar, President

Date: 4/15/21



Thomas P. Dolan, Ed.D.

Date: 4/15/21