

EMPLOYMENT AGREEMENT
DR. CHRISTOPHER ZUBLIONIS
AS
SUPERINTENDENT OF SCHOOLS

AGREEMENT, made this 7 day of April 2022, by and between the BOARD OF EDUCATION OF THE NORTH SHORE CENTRAL SCHOOL DISTRICT ("Board"), Sea Cliff, Town of Oyster Bay, New York, and DR. CHRISTOPHER ZUBLIONIS, residing at [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] ("Superintendent").

WITNESSETH:

WHEREAS, the Board has offered to employ the Superintendent as Superintendent of the North Shore Central School District ("District") upon the terms and conditions set forth herein; and

WHEREAS, the Superintendent has accepted such offer of employment; and

WHEREAS, it is the parties' belief that a written contract fully specifying the terms and conditions of the Superintendent's 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.** The Superintendent shall be employed as the District's Superintendent of Schools for the period commencing July 1, 2022 through and including June 30, 2025.
2. **Certification.** The Superintendent shall possess a valid certificate to act as a Superintendent of schools in the State of New York at all times during the term of his employment with the District.
3. **Duties.** The Superintendent shall be the chief executive officer and educational leader of the District. The Superintendent shall perform the duties and services customarily performed by a Superintendent of Schools in New York State, including those powers extended by the Education Law or

other statutes of the State of New York, or by rule or regulation of the Commissioner of Education, and such additional powers and duties as shall from time to time be delegated to the Superintendent by the Board. The Superintendent shall devote his full time, skill, labor, and attention to said employment during the term of this Agreement. The Superintendent shall be entitled to attend all meetings of the Board, including executive sessions, unless such executive session relates to his performance, his employment agreement, or appointment of his successor. The Superintendent, at his option, may attend and participate in the meetings of any Board-appointed committee and/or Board-appointed citizens committee.

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 Board President, who shall timely review and discuss the criticisms and/or complaints with the Superintendent.

5. **Salary.** The Superintendent's base salary for the period July 1, 2022 through June 30, 2023 shall be at the annual rate of Two Hundred Fifty-Five Thousand Dollars (\$255,000); for the period July 1, 2023 through June 30, 2024, shall be at the annual rate of Two Hundred Sixty Thousand Dollars (\$260,000); and for the period July 1, 2024 through June 30, 2025, shall be at the annual rate of Two Hundred Sixty-Five Thousand Dollars (\$265,000). The Superintendent's salary shall be paid in equal installments in accordance with the rules of the Board governing salary payment to administrative employees. The Superintendent shall be authorized to participate in the District's section 403(b) and IRC section 125 flex spending plans.

6. **Health Care Benefits.** (a) The District shall pay 80% of the cost of the premium (family coverage or individual coverage, at the Superintendent's option) for health insurance coverage in the New York State Health Insurance Program ("NYSHIP").

(b) The Superintendent may elect to participate in the District's I.R.C. Section 125 plan for the purpose of making health insurance contributions and other related out of pocket expenses to the extent permissible by the plan.

(c) Upon resignation for the purpose of retirement from the 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 20% 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 to the extent required by applicable law, provided that the Superintendent resigns for the purpose of retirement from the North Shore Central School District, pursuant to the rules and regulations of the New York State Teachers Retirement System.

(d) The health care plan to be provided during retirement shall be the same or substantially similar health care plan the District provided to the Superintendent immediately prior to the effective date of his retirement. 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.

(e) 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 to 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 modifications 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.

7. **Other Insurance.** The Superintendent shall be provided the insurance coverage below with all premium costs to be borne by the District:

(a) Dental coverage through the Welfare Fund administered by the NorthShore Schools Federated Employees.

(b) Group Term Life Insurance Plan providing life insurance equivalent to one year's salary plus an additional fifty thousand dollars (\$50,000).

(c) 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 sick leave, and thereafter a benefit of two-thirds of the Superintendent's salary. Should the Superintendent not qualify for such coverage at preferred rates, the District shall not have an obligation to provide this benefit.

8. **Professional Expenses; Conference Attendance.** The Superintendent shall be reimbursed for his dues for membership in the following professional associations: Nassau County Council of School Superintendents, New York State Council of School Superintendents, the American Association of School Administrators, and the Association for Supervision and Curriculum Development. Upon reasonable notice to the Board, the Superintendent may attend, at District expense, such professional conferences or meetings pertaining to educational matters that the Superintendent and the Board deem beneficial to the District, within the budget allotted for such purpose. The Superintendent shall be entitled to attend the New York State Council of School Superintendents New Superintendent Institute.

9. **Expense Reimbursement.** 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 in connection with his attendance at professional conferences, and

meetings required by the New York State Commissioner of Education or the State Education Department. The Superintendent shall file an itemized account of such expenditures together with proof of such expenditures in accordance with District policy.

10. **Work Year; Vacation.** The Superintendent's work year shall be twelve months (July 1 through June 30), including the winter, February and spring recess periods. The Superintendent shall be credited with twenty-seven (27) vacation days effective July 1st of each year of this Agreement. Vacation days may not be carried over, but shall be used during the year (July 1 to June 30) in which such days are earned. The Superintendent may use vacation days in advance of the actual date of accrual, provided that the total number of vacation days in any year does not exceed twenty-seven, and provided further that if the Superintendent leaves the employ of the District prior to completion of any school year, such vacation days shall be pro-rated. Vacation days are to be taken at the discretion of the Superintendent, with reasonable notice to the Board respecting proposed vacation periods.

11. **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, Juneteenth, and the Fourth of July.

12. **Sick and Personal Leave Days.** (a) The Superintendent shall be credited with his current sick bank upon commencing employment as the Superintendent. The Superintendent shall be granted ten (10) sick leave days annually. 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. 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 in the District, the Superintendent shall not be granted payment for accumulated sick days.

(b) The Superintendent shall be credited with two (2) days of personal leave to attend to personal matters that can only be addressed during working hours. Unused personal days shall be added to accumulated sick days.

13. **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 release from such duty during periods when school is in session, by making appropriate application therefor.

14. **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, in which event, 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.

15. **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.

16. **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.

17. **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 September 15 each year. In addition, there shall be an informal mid-year evaluation in February each year based on the criteria and format previously agreed upon. Notwithstanding the failure of the parties to agree upon the 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.

18. **Other Work.** The Superintendent shall devote his full time, skill, labor and attention to the discharge of his duties during the term of this Agreement; provided, however, that upon notice to and approval by the Board, he may undertake consultative work, speaking engagements, writing, lecturing or other professional duties, obligations and activities, with or without remuneration, so long as such activities do not interfere with the full and faithful discharge of the Superintendent's duties and responsibilities as specified herein.

19. **Contract Renewal.** The Superintendent shall be entitled to written notice of at least twelve (12) 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. 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.

20. **Contract Termination.** The Superintendent shall give the Board six (6) months notice of his decision to terminate his employment with the District.

21. **Distinguished Educator.** Consistent with and pursuant to Education Law § 211-b(5)(n), the Superintendent will cooperate fully with any distinguished educators appointed by the Commissioner of Education.

22. **Written Agreement.** This Agreement shall continue in full force and effect for the term expressed herein, unless otherwise terminated, modified, or extended in accordance with the provisions hereof, and shall not be susceptible to oral modifications, nor shall parol evidence be admissible to establish any oral modification thereof.

23. **Severability.** The invalidity or unenforceability of any provision herein shall in no way affect the validity or enforceability of any other provision.


24. **Saving 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.

25. **Jurisdiction and Venue.** This Agreement will be construed in accordance with the laws of the State of New York. The Parties hereto consent to the jurisdiction and venue of the courts of the State of New York, County of Nassau.

26. **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. 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:  Date: 4/7/22
David Ludmar, President

By:  Date: 4/7/22
Christopher Zublionis, Ed.D.