

**EMPLOYMENT AGREEMENT BETWEEN  
THE BOARD OF EDUCATION  
OF THE NORTH SHORE CENTRAL SCHOOL DISTRICT  
AND JAMES PAPPAS**

AGREEMENT, made this 26 day of May, 2022, by and between the Board of Education of the North Shore Central School District, Nassau County, New York (“Board”), and James Pappas (“Assistant Superintendent”);

**WITNESSETH**

**WHEREAS**, the Board appointed James Pappas to a four year probationary term as the Assistant Superintendent for Business of the North Shore Central School District (“District”) effective July 1, 2022; and

**WHEREAS**, it is the parties’ belief that a written contract fully specifying the terms and conditions of the Assistant 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 of Employment

The term of this Agreement shall be four years (July 1, 2022 through June 30, 2026), unless the Assistant Superintendent’s employment by the District terminates sooner, either by mutual agreement or as provided by law.

2. Certification

The Assistant Superintendent 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) The Assistant Superintendent's annual salary for the period from July 1, 2022 to June 30, 2023 shall be Two Hundred Ten Thousand Dollars (\$210,000.00).
- (b) The Assistant Superintendent's 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) The Assistant 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 80% of the premium for said coverage. The Assistant 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 Assistant 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 \$50,000.00 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 ninety (90) calendar days from the exhaustion of the Assistant Superintendent's 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, the Assistant Superintendent shall be granted health insurance coverage (family or individual coverage, at the Assistant Superintendent's option) under the plan provided to the then the Assistant Superintendent for Business. The District will pay 80% of the premium. Retirement shall be defined as the Assistant Superintendent 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. The Assistant Superintendent shall be credited with twenty-two (22) working days of vacation leave effective July 1, 2022 and twenty-two (22) days effective each July 1 thereafter, which shall not be accumulated. Vacations shall be taken by the Assistant Superintendent at a time that is mutually agreed upon between the Assistant Superintendent and the Superintendent. If the Assistant Superintendent's employment terminates prior to the end of a school year, vacation days credited to the Assistant Superintendent for that school year shall be adjusted on a prorated basis.
- (b) Provided that schools are closed on such days, the Assistant Superintendent 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 the Assistant Superintendent when unusual circumstances require his presence in the District.

- (c) The Assistant Superintendent 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.
- (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 the Assistant Superintendent is subpoenaed or ordered to appear other than as a plaintiff in a lawsuit. The Assistant Superintendent 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. Section 457 and 403(b) Program Participation

The Assistant Superintendent shall be entitled to participate in the New York State Deferred Compensation section 457 Plan in accordance with the applicable provisions of the Internal Revenue Service Code. Such funds shall be owned by the Assistant

Superintendent. The Assistant Superintendent shall also be permitted to select a tax sheltered annuity plan for the purpose of making employee section 403(b) contributions.

7. Written Agreement

This Agreement shall constitute the entire Agreement between the parties with respect to the Assistant 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. 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: May 26, 2022

For Board of Education of the  
North Shore Central School District

By:   
David Ludmar, President

  
James Pappas