

**EMPLOYMENT AGREEMENT BETWEEN
THE BOARD OF EDUCATION
OF THE NORTH SHORE CENTRAL SCHOOL DISTRICT
AND DR. CAROL ANN SMYTH**

AGREEMENT, made this 9 day of March 2023, by and between the Board of Education of the North Shore Central School District, Nassau County, New York (“Board”), and Dr. Carol Ann Smyth, (“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, 2023; and

WHEREAS, it is the parties’ belief that a written contract fully specifying the terms and conditions of Dr. Carol Ann Smyth’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 three years (July 1, 2023 through June 30, 2026), unless Dr. Smyth’s employment by the District terminates sooner, either by mutual agreement or as provided by law.

2. Certification

Dr. Carol Ann Smyth 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 her employment with the District.

3. Compensation

(a) Dr. Smyth's annual salary for the period from July 1, 2023 to June 30, 2024 shall be TWO HUNDRED TWENTY-SEVEN THOUSAND FIVE HUNDRED (\$227,500.00) DOLLARS.

(b) (a) Dr. Smyth'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) Dr. Smyth 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. Smyth'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) Dr. Smyth 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. Smyth's accumulated sick leave and a benefit of two-thirds of her 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 her retirement, Dr. Smyth shall be granted health insurance coverage (family or individual coverage, at Dr. Smyth's 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. Smyth 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. Smyth shall be credited with twenty-two (22) working days of vacation leave effective July 1, 2023 and twenty-two (22) days effective each July 1 thereafter, which shall not be accumulated. Vacations shall be taken by Dr. Smyth at a time that is mutually agreed upon between Dr. Smyth and the Superintendent. If Dr. Smyth's employment terminates prior to the end of a school year, vacation days credited to Dr. Smyth for that school year shall be adjusted on a prorated basis.

- (b) Provided that schools are closed on such days, Dr. Smyth 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. Smyth when unusual circumstances require her presence in the District.
- (c) Dr. Smyth 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 her service with the District. Previously accrued sick days shall continue to be available to her. The Board acknowledges that as of the date of the agreement, Dr. Smyth had accrued 156 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. Smyth is subpoenaed or ordered to appear other than as a plaintiff in a law suit. Dr. Smyth shall notify the Superintendent and provide a copy of her jury notice, subpoena, or court order as soon as reasonably possible after the receipt thereof and shall give due notice of the termination of her service or appearance to the Superintendent.

6. 403B Program Participation

Dr. Smyth 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. Smyth. Dr. Smyth 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. Smyth's terms and conditions of employment. None of the provisions of the 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: 3-9-23

BOARD OF EDUCATION OF THE
NORTH SHORE CENTRAL
SCHOOL DISTRICT

By: 
DAVID LUDMAR, President

Dated: 3-9-23


CAROL ANN SMYTH