

4/21/23

AGREEMENT

THIS AGREEMENT, made the 23rd day of May, 2023, by and between the BOARD OF EDUCATION, CONNETQUOT CENTRAL SCHOOL DISTRICT (hereinafter referred to as "Board"), and JOSEPH CENTAMORE (hereinafter referred to as "Superintendent").

WITNESSETH:

WHEREAS, the Board has offered to employ the Superintendent as the Chief Executive and Administrative Officer of the District upon the terms and conditions of employment set forth herein; and

WHEREAS, the Superintendent has agreed to accept the Board's offer; and

WHEREAS, it is the parties' belief that a written contract fully specifying the terms and conditions of the Superintendent's employment will promote effective communication between the parties; and

WHEREAS, the parties have mutually agreed upon the following terms and conditions relative to the Superintendent's employment.

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

1. Offer of Employment. The Board, pursuant to 1711(3) of the New York Education Law and in accordance with a resolution duly moved, seconded and adopted at a meeting held on May 23 2023, hereby offers to employ the Superintendent upon the terms and conditions set forth in this Agreement.

2. Acceptance by Superintendent. The Superintendent hereby accepts said offer of employment and agrees to perform, to the best of his ability, the duties of such position.

3. Superintendents Duties and Responsibilities.

A. The Superintendent shall be Chief Administrative Officer of the School District and shall have the power and obligation to perform all those duties and to accept those responsibilities as are:

- (i) Set forth in §1711 of the Education Law of the State of New York, including any amendments thereof or successor statutes thereto;
- (ii) Specified in the Policy Manual of the Board;
- (iii) Normally associated with the position of Superintendent of Schools, including, but not limited to, budget formulation and administration, pupil course of study and curriculum, public relations, personnel management and labor relations;
- (iv) Imposed upon or granted to a Superintendent of Schools under the provisions of the Education Law or other statute of the State of New York, or by rule or regulation of the Commissioner of Education.

B. The Board may, from time to time, prescribe additional duties and responsibilities except that it shall not adopt by-laws or resolutions, nor in any way, manner or means, impair, reduce, or reassign the duties and responsibilities of the position of Superintendent. If additional duties and responsibilities are assigned, the same shall be in character and consistent with the position of Superintendent of Schools.

C. With respect to their relationships to one another and the determination of their respective powers and duties, the parties acknowledge that they are both subject to the laws of the State of New York and the applicable rules and regulations of the Board of Regents and the Commissioner of Education of the State of New York.

D. The Superintendent shall be given notice of and be permitted to attend and participate in any and all meetings of the Board in whatever form except in executive session where the Board is discussing the performance or evaluation of the Superintendent. The Superintendent shall be given notice of and be permitted to attend and participate in any meetings of Board appointed committees or Board appointed citizens' committees. The Superintendent's availability to attend a meeting shall not prevent the convening of a duly noticed Board meeting.

4. Term of Employment

A. The Superintendent's term of employment shall commence on July 1, 2023 and terminate on June 30, 2026 unless further extended or sooner terminated as set forth herein.

B. The Board of Education must give the Superintendent nine (9) months' prior written notice of its intention to extend or renew his employment as Superintendent prior to the expiration of this agreement. However, the failure to provide notice pursuant to this paragraph shall not act so as to renew or extend this contract beyond its expiration date.

C. The Superintendent shall give the Board at least nine (9) months' written notice of his intent to terminate this agreement.

5. Base Salary.

A. For the period July 1, 2023 and June 30, 2024, the Superintendent's base salary shall be at the annual rate of Two Hundred Sixty-Five Thousand (\$265,000.00) Dollars.

B. The annual salary to be paid to the Superintendent shall be gross sums and there shall be deducted therefrom such withholdings as are required by law and those sums authorized by the Superintendent. The Superintendent's annual salary shall be paid in twenty-six (26) equal biweekly installments in accordance with a schedule established by the Board.

C. The Superintendent's compensation for each subsequent twelve month period of

employment shall be determined by the Board no later than June 15 in each year; provided, however, that in no event shall the Superintendent's base salary for any twelve month period of employment be less than the amount of the base salary received during the preceding twelve month period.

6. Qualifications. The Superintendent represents that he is duly licensed under the laws of the State of New York and the Rules and Regulations of the State Department of Education to serve as Superintendent of Schools of the School District, and is fully competent to perform the duties of such office.

7. Vacation Leave.

A. The Superintendent shall be credited with twenty-five (25) days of vacation leave annually on each July 1st of this Agreement. These days are to be taken at the discretion of the Superintendent; however, vacations of over five (5) consecutive work days shall be taken only upon approval of the Board. The Superintendent shall be entitled to cash-out a maximum of ten (10) unused vacation days annually which shall be paid at the rate of 1/220th of his then current annual salary.

B. The Superintendent shall be entitled to accumulate unused vacation leave during the period of his employment with the School District. In the event the Superintendent has unused accumulated vacation leave at the time of termination of his employment, he shall be paid at the rate of 1/220th of his then current annual salary for each day of unused accumulated vacation leave to a maximum of twenty (20) days.

8. Other Remunerative Employment. The Superintendent shall devote his full time, skill, labor and attention to the discharge of his duties as Superintendent of the District's Schools during the term of this Agreement; provided, however, that he may undertake speaking

engagements, writings, lecturing, teaching 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.

9. Additional Benefits. In addition to the remuneration set forth above, the Superintendent shall be entitled to the following benefits:

A. Sick Leave.

1. On July 1st of each year, the Superintendent shall be credited with eighteen (18) sick leave days for the ensuing work year, up to ten (10) days of which may be used for family illness. The District shall maintain an account of sick leave days accumulated by and allowed to the Superintendent and shall on or about the first day of each work year inform the Superintendent in writing of the number of sick leave days credited to his account. In the event the Superintendent has used the days advanced at the beginning of the year and does not work the full year for which the days have been advanced and severs his employment relations with the District during that year, the District shall deduct from his pay the amount of advanced sick leave which has not been accrued at the time he severs his employment relationship with the District. Unused sick days may be accumulated without limit.

2. In addition to the annually credited sick days referred to in Paragraph 1 above, the Superintendent shall be credited with an initial sick leave bank of thirty (30) days. Said days shall be for use purposes only. Effective June 30, 2026, any unused days remaining in this bank shall expire. The Superintendent shall continue to accumulate sick days as set forth in Paragraph 1 above.

B. Other Paid Leave. The following days of the contract year may be taken without loss of pay:

1. Personal Leave. Four (4) days for personal business. Unused personal days shall be accumulated annually as sick days.

2. Bereavement Leave. The Superintendent shall be entitled to up to five (5) days in connection with the death of a member of the immediate family which shall be defined as mother, father, sister, brother, spouse, children, grandparents, grandchildren, mother-in-law, father-in-law, stepchildren.

3. Legal Proceedings. For any mandated appearance and legal proceedings where the Superintendent is subpoenaed, or any legal proceedings connected with his employment with the School District.

4. Jury Duty. Time necessary for serving on jury duty.

5. Holidays. Provided that school is not in session, the Superintendent shall be entitled to paid holiday leave on the following days:

Independence Day (July 4th)
 Labor Day
 Columbus Day
 Veterans Day
 Thanksgiving Day and the day after
 Christmas Day and either the day
 before or the day after

New Year's Day
 Martin Luther King Day
 President's Day
 Good Friday
 Memorial Day

The parties expressly agree that during school recess periods, the Superintendent shall be required to work on all days other than holidays as set forth above, or days upon which vacation leave is taken pursuant to Paragraph 7 of this agreement.

C. Insurance. The Superintendent shall be eligible to participate in the following comprehensive family insurance plans as follows:

1. Health Insurance. The District shall pay 82% of the individual/family

premium for health insurance coverage under the Empire Plan or a comparable plan for the term of this Agreement.

The Superintendent may waive enrollment in the health insurance plan under the following conditions:

a. The Superintendent provides written notice to the District that he waives health insurance coverage under the applicable District health insurance plan no later than the minimum notice required by the rules and regulations of the appropriate District plan.

b. The Superintendent provides the District with an affidavit attesting to his enrollment in an alternate health insurance plan.

c. Six months after the date of termination of coverage and semi-annually thereafter, the District shall pay to the Superintendent, by separate check, an amount equal to 50% of the District's cost for premium (individual or family coverage) had the Superintendent participated in Empire health insurance coverage during the previous six months.

d. The District shall reinstate coverage to the Superintendent should coverage be terminated pursuant to this provision under the following conditions:

1. Reinstatement shall be limited to the selection of Empire Health Insurance coverage.
2. Reinstatement shall be authorized only pursuant to the rules and regulations of the Empire Health Insurance Plan.

2. Health Insurance in Retirement. The Superintendent shall be entitled to health insurance in retirement at the same rate as of the last date of his employment after seven (7) consecutive years of service provided he simultaneously and permanently retires from the New York State Teachers' Retirement System.

3. Dental Insurance. The District shall pay the sum of \$1,000 annually as reimbursement for dental/vision coverage obtained by the Superintendent.

4. Tax Sheltered Annuity. The District shall make an annual contribution of \$2,500 to an annuity selected by the Superintendent.

D. Automobile Allowance. The Board shall provide the Superintendent with an automobile allowance in the sum of \$500 per month. The Superintendent shall track all business use miles and submit such records to the business office on a monthly basis such that business use miles multiplied by the IRS automobile reimbursement rate are non-taxable.

E. Life Insurance. The District shall provide the Superintendent with up to \$1,500 annually toward the purchase of a life insurance policy selected by the Superintendent.

F. Disability Insurance. The District shall contribute the sum of \$2,000 annually toward the purchase by the Superintendent of long-term disability insurance.

10. Medical Examinations.

A. The Superintendent agrees to have a comprehensive medical examination performed prior to his employment by a duly licensed physician of his choice. The cost of said examination shall be borne by the school district. A report certifying the Superintendent's fitness for duty shall be submitted to the President of the Board of Education and filed with the Clerk of the Board and shall be treated as confidential information by the Board.

B. At the Board's request, the Superintendent agrees to have a comprehensive medical examination performed once during each twelve (12) month period of his employment and to file a full report from the examining physician which shall also certify to his fitness for duty with the Clerk of the Board. Such report and statement will be treated as confidential information by the Board and the cost of such annual medical examination shall be paid by the Board for any amount not reimbursed by the Superintendent's health insurance policy.

C. In the event that by reason of sickness or other disability the Superintendent shall be incapacitated from rendering the services required of him beyond any sick leave benefits or as the same may be extended by the Board of Education, then at the option of the Board of

Education and upon written notice to the Superintendent, the Board of Education may terminate this Agreement. In such event, the compensation provided shall be paid to the Superintendent for and including the month in which this Agreement shall have been so terminated.

11. Expense Reimbursement.

A. The Superintendent is authorized to incur reasonable expenses in connection with conferences conducted by the professional organizations referred to in Paragraph 12 hereof including but not limited to expenses for travel, lodging and other out-of-town expenses in connection therewith. Expenses for these conferences in excess of \$1,500 shall require Board approval. The Superintendent shall also be authorized to incur such expenses in connection with other memberships and conferences authorized in advance by the Board of Education. The Board will pay or reimburse the Superintendent for such expenses upon presentation of an itemized account of expenditures no less than thirty (30) days from the date such are incurred.

B. In addition to the reimbursements referred to in Paragraph "A" above, the Superintendent shall be reimbursed for reasonable expenses incurred in connection with the discharge of his duties as Superintendent. For expenses other than those referred to in Paragraph "A", individual expenses in excess of \$200 shall be subject to the prior approval of the Board of Education. Said reimbursement shall be made upon presentation of an itemized account of such expenditures, within thirty (30) days of the date incurred.

12. Membership in Professional Associations. The Board shall pay the annual dues for the Superintendent to be a member of the New York State Council of School Superintendents, American Association of School Administrators and local and regional Superintendent Associations.

13. Evaluation. The parties agree that they will confer during the month of June of each contract year for the purpose of evaluating the Superintendent's performance and his working relationship with the Board. The Board's evaluation of the Superintendent will be reduced to writing and given to the Superintendent. The written evaluation shall be furnished to the Superintendent no later than the last day of June in each of the contract years.

14. Board Referral. The Board, individually and collectively, shall promptly and discreetly refer to the Superintendent, for his study and recommendation, any and all criticism, complaints, suggestions, communications, or comments regarding the administration of the School District, the Superintendent's performance of his duties and the performance of duties of other employees of the School District.

15. Hearing Procedures. The Superintendent shall not, except pursuant to Paragraphs 4 and 10 herein, be discharged, disciplined or terminated from employment without just cause and only following a fair hearing as required herein before an impartial hearing officer. Said hearing shall be held according to the following procedures:

- (i) The Superintendent shall be served personally or by registered mail, return receipt requested, at his last known place of residence with a particularized written statement of said charges against him. If the Superintendent fails to answer such charges in writing within ten (10) days of his receipt thereof, then the Board may dismiss the Superintendent by a majority vote and such dismissal shall be final.
- (ii) If the Superintendent shall answer such charges and demand a hearing, in writing, an impartial hearing officer shall be selected by the Board of Education. It is the intent of the parties to provide an effective due process proceeding and to permit the Superintendent to appeal from any and all

aspects of the proceeding and from the final decision of the Board of Education.

- (iii) At least twenty (20) days shall elapse between the service of said charges and the commencement of any hearing under this provision. The Superintendent shall have the right to be represented by counsel at all stages of the proceeding; to have all testimony taken under oath; to present witnesses on his own behalf; to question witnesses against him by cross-examination; to present real and tangible evidence in the form of documents, papers and other such evidence; to receive without cost an accurate written transcript of each day of the proceedings as recorded by a certified court stenographer; and to have reasonable access to all documents, papers, and other real and tangible evidence in the possession of the School District subject to a ruling by the impartial hearing officer concerning relevance.
- (iv) The Superintendent may be suspended from his duties until the final determination of the Board of Education by way of a written notice to that effect from the Board of Education. The Superintendent shall receive his salary and benefits as provided in this Agreement during the period of suspension until the final determination of the charges by the Board of Education.
- (v) The decision of the hearing officer shall contain express findings of fact based solely on the record before the hearing officer and shall contain conclusions of law, as well as the hearing officer's determination of guilt or innocence on each of the charges and/or specifications thereto. The hearing officer shall render a decision within thirty (30) days after the close of the hearing. Said decision shall be advisory only.

- (vi) The Board may accept, reject or modify the decision of the hearing officer by the adoption of a formal Board resolution in executive session within ten (10) days of the date of receipt by the Board of the hearing officer's decision. If the hearing officer exonerates the Superintendent as to all charges, but the Board elects to terminate, the Superintendent shall be entitled to payment for reasonable attorneys' fees in connection with the hearing referred to in subparagraph (v).
- (vii) The Decision of the Board may be appealed to the Commissioner of Education by the Superintendent pursuant to §310 of the Education Law within the time period provided therein following the date of the Board's implementation of said decision.
- (viii) Should the Superintendent elect to be represented by legal counsel in connection with such charges, such legal expenses shall be incurred by him, except as otherwise specified in subparagraph (vi).

16. Indemnification.

A. The District agrees, as a further condition of this employment contract, that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of his employment or under the direction of the Board.

B. The Board agrees to provide legal counsel and to indemnify the Superintendent against all uninsured financial loss arising out of any proceeding, claim, demand, suit or judgment by reason of the 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.

C. As a condition of receiving such indemnification, the Superintendent shall, within five days of the time he is served with any summons, complaint, process, notice, demand or pleading, deliver a copy of the same to the Board.

D. If a conflict exists as to the defense to such claim between the legal position of the Superintendent and the legal position of the District, the Superintendent may engage counsel in which event the District shall indemnify the Superintendent for the reasonable costs of legal defense. A determination as to the existence of a conflict shall be made in accordance with the provisions of Public Officers Law Section 18(3)(b).

17. Distinguished Educator. The Superintendent is required to and shall cooperate fully with any distinguished educator appointed by the Commissioner, as required by law.

18. Residency. The Superintendent shall maintain a permanent residence within Nassau or Suffolk County and will provide the District with written proof thereof. In the event that the Superintendent fails to comply with the provisions of this paragraph, the entire contract will be deemed null and void.

19. Contract In Its Entirety. The parties agree that this contract contains the entire understanding between the parties and that there are no representations, conditions, understandings, promises, or consideration of any nature whatsoever, except as herein expressed. This Agreement shall govern in the event of a conflict with any provision of Board policy.

20. Waiver. Any waiver of any provision in this contract shall not be deemed to be a waiver of any other or of a subsequent breach, and shall not be construed to be a modification of the terms of the contract.

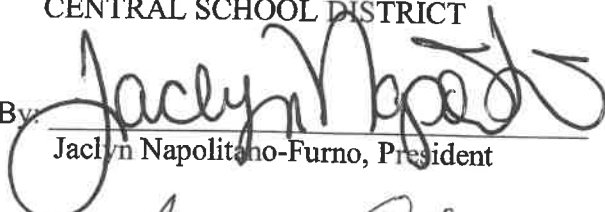
21. Severability. If any provision of this Agreement is determined to be contrary to

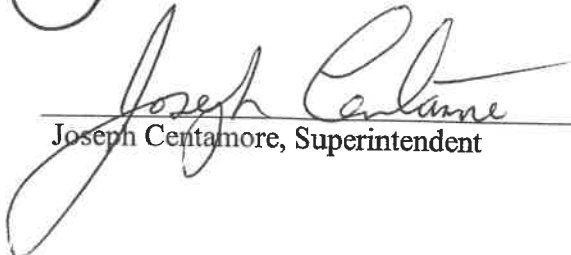
law, it is understood and agreed that such provision shall be deemed deleted and the balance of this Agreement without such deleted provision, if otherwise lawful, shall remain in full force and effect. If any such deleted provision involves compensation or a money benefit, the undersigned parties agree 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.

IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year first above written.

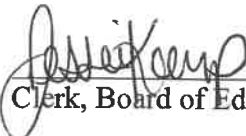
BOARD OF EDUCATION, CONNETQUOT
CENTRAL SCHOOL DISTRICT

By:


Jaclyn Napolitano-Furno, President


Joseph Centamore, Superintendent

Countersigned and Attested:


Clerk, Board of Education