

AGREEMENT made this day of June, 2011, by and between the BOARD OF EDUCATION, JERICHO UNION FREE SCHOOL DISTRICT, with offices for the transaction of business located at Jericho, New York (hereinafter referred to as the BOARD) and HENRY GRISHMAN, residing at 17 Pasture Lane, Old Bethpage, New York 11804 (hereinafter referred to as the SUPERINTENDENT).

WITNESSETH:

WHEREAS, the BOARD is desirous of employing HENRY GRISHMAN as its SUPERINTENDENT for the term of employment more particularly set forth herein; and

WHEREAS, HENRY GRISHMAN will be appointed as SUPERINTENDENT pursuant to the terms and provisions of Section 1711 of the Education Law of the State of New York, effective June 16, 2011;

NOW, THEREFORE, in consideration of the agreements hereinafter set forth and other good and valuable consideration, it is agreed:

1. Term of Employment.

The SUPERINTENDENT's term of employment shall be for the period from June 16, 2011 through June 15, 2016.

2. Duties and Responsibilities.

HENRY GRISHMAN, as SUPERINTENDENT, shall be the Chief Administrative Officer of the JERICHO UNION FREE SCHOOL DISTRICT and shall have the power and obligation to perform all those duties and to accept all those responsibilities as are set forth in the Education Law of the State of New York, other statutes of the State of New York, or the Rules and Regulations of the Commissioner of Education or Board of Regents, including any amendments or successor statutes thereto. Without limiting the foregoing, the Board acknowledges that the Superintendent shall have the authority and responsibility to assign all supervisory, administrative, instructional and non-instructional staff; and to initiate and approve transfers of supervisory, administrative, instructional and non-instructional personnel from one school to another, or from one grade of a course of study to another grade in such course. Consistent with and pursuant to Education Law Section 211-b(5), the SUPERINTENDENT will cooperate fully with any distinguished educators appointed by the Commissioner of Education.

3. Certification.

The SUPERINTENDENT shall possess a valid certificate to act as a SUPERINTENDENT in the State of New York during the term of his employment with the DISTRICT.

4. Compensation.

- a. The SUPERINTENDENT'S salary for each year of this agreement shall be as follows:
 - i. Effective June 16, 2011, the District shall pay to the SUPERINTENDENT as and for his annual base salary, the sum of \$288,794, said salary to be pro-rated for the period from June 16, 2011 to June 30, 2011.
 - ii. Effective July 1, 2011, and for the remaining term of the within Agreement, the District shall pay to the SUPERINTENDENT as and for his annual base salary, the sum of \$288,794.
- b. The SUPERINTENDENT shall be paid in equal installments bi-weekly in accordance with payroll periods and procedures established by the school district.
- c. Consistent with the practice established during the Superintendent's term of employment in the District, the District will provide a vehicle for the Superintendent's business and personal use for the term of the Superintendent's employment with the District.

5. Benefits.

In addition to the annual compensation specified in paragraph "4" of this Agreement, the SUPERINTENDENT shall be entitled to receive the following enumerated benefits:

a. Vacation Leave.

- (1) The SUPERINTENDENT shall, be credited with twenty four (24) days of vacation leave annually. These days are to be taken at the discretion of the SUPERINTENDENT upon prior notice of intended use to the BOARD.
- (2) The SUPERINTENDENT shall not be required to charge his absences during the winter, February and spring recess period against the vacation leave granted to him pursuant to this Agreement.
- (3) The SUPERINTENDENT shall be permitted to carry over and accumulate up to a total of forty-eight (48) vacation days during the term of this Agreement.

b. Sick Leave.

- (1) The SUPERINTENDENT shall be granted fifty-four (54) sick leave days per year.
- (2) The SUPERINTENDENT shall be entitled to accumulate his unused sick leave during the period of his employment with the DISTRICT. The SUPERINTENDENT shall be permitted to use up to five (5) of the above sick leave days due to illness in his immediate family, which shall include his sibling, parents, children, grandparents, spouse, parents-in-law, or individual residing with the SUPERINTENDENT.
- (3) Upon the written request of the SUPERINTENDENT, the DISTRICT shall pay for the surrender of accumulated sick days up to a maximum of thirty (30) days of the SUPERINTENDENT'S accumulated sick leave at 1/240th of his current salary.
- (4) Upon the retirement of the Superintendent of Schools, the SUPERINTENDENT shall be paid cash value for his unused sick leave based on the rate of 1/240th of his then current annual salary for each day of unused accumulated sick leave not to exceed one year of his then current annual salary.

- (5) For extended illnesses where the SUPERINTENDENT has accumulated less than ninety (90) days (at which time he would receive disability insurance payments), the Board of Education will be petitioned to grant extended sick leave until such time as the SUPERINTENDENT becomes eligible to receive disability payments.

c. Life Insurance

- (1) During the term of the SUPERINTENDENT'S employment, the District shall pay the premiums on two life insurance policies, No. 9636044 (Northwestern) and No. 4600599 (Travelers), to a maximum of \$5,000 per year. The SUPERINTENDENT shall provide invoices to the District for payment.
- (2) The SUPERINTENDENT shall receive, at Board expense, group life insurance equal to four times his annual income to the next highest thousand, subject to annual approval by the District's carrier and in accordance with conditions set forth by the District's insurance carrier. In addition, at the District's expense, the SUPERINTENDENT may continue insurance to the extent available during retirement. Additional insurance obtainable shall not affect the cost or availability of Board purchased insurance.

d. Health and Dental care benefits.

- (1) The SUPERINTENDENT shall be granted individual or family coverage under the District's employee health and dental care plans.
- (2) The SUPERINTENDENT shall receive an Excess Major Medical-Vision Care Insurance policy at Board expense.
- (3) The SUPERINTENDENT shall receive supplemental Dental Benefits, which may be covered in whole or in part by an insurance policy, at the discretion of the District, providing for paid Dental benefits to \$2,000 per calendar year.
- (4) The SUPERINTENDENT may submit documentation for reimbursement for individual or family deductibles for Health/Medical Insurance and Dental Insurance provided these deductibles are not reimbursable by any other District paid insurance.
- (5) The SUPERINTENDENT may submit an annual waiver of said coverage in a form designated by the District on or before February 1 of the school

year. In the event The SUPERINTENDENT has failed to exercise this option because of an “unforeseen event”, the SUPERINTENDENT may apply for the benefit after February 1. The Superintendent, following consultation with the Board, shall determine to grant or deny the late application. The SUPERINTENDENT shall be paid, as additional salary, on a yearly basis, during the first payroll in May, the sum of fifty (50%) percent of the then yearly premium contribution by the District coverage in the event he chooses to waive coverage. In the event the SUPERINTENDENT because of an “unforeseen event” must re-enroll, the SUPERINTENDENT shall return, on a pro-rata basis that portion of monies previously paid, determined as of the date of re-enrollment. Any unforeseen event shall be defined as a “life event”, such as the death of the person under whose medical insurance the SUPERINTENDENT is covered, divorce from the policy holder, or loss of job of the policy holder.

e. Disability Insurance

The SUPERINTENDENT shall be provided participation in the District’s group disability insurance policy through the District’s current provider providing benefits of sixty (60%) percent of his salary with a waiting period of ninety (90) days providing coverage until age sixty five (65). (No more than \$90,000 of salary can be used for the calculation of sixty [60%] percent disability benefit.) Notwithstanding the foregoing, the SUPERINTENDENT shall not receive both sick leave pay and disability compensation for any day of absence due to illness. Disability insurance compensation payable under the disability insurance policy for any day that sick leave compensation is provided shall be given to the District by the SUPERINTENDENT. The SUPERINTENDENT shall apply for said insurance benefits and, upon request, provide assignments of disability policy benefits to the District, providing for direct payment by the carrier to the District if sick leave compensation rights are exercised.

f. Retirement Benefits

- (1) Upon resignation for the purpose of retirement from the New York State Teachers Retirement System, the SUPERINTENDENT shall be granted at his choice family or individual health plan coverage under the same plan then provided to the District’s employees. The District shall pay 100% of the premium for such coverage. If the SUPERINTENDENT pre-deceases his spouse, his spouse will be continued in the aforementioned program with individual health insurance coverage until her death.
- (2) Upon resignation for the purpose of retirement from the New York State Teachers Retirement System, the SUPERINTENDENT shall be granted dental care coverage for the SUPERINTENDENT and his spouse, excess dental

coverage, excess major medical coverage and life insurance coverage under the group term life insurance program in effect at the time of his retirement.

g. Payment of Premium

For the term of this agreement, the Board agrees to pay 100% of the premiums for health, dental, group life and disability insurance referred to in paragraphs c., d. and e. above.

h. Personal Emergencies

The SUPERINTENDENT shall be permitted to use up to two (2) days per year of accumulated sick leave for personal leave matters of an emergency nature. Such leave can only be taken to attend to matters that cannot be arranged outside of working hours.

i. Bereavement Leave

For each year of this agreement, the SUPERINTENDENT shall be allowed a maximum of five (5) days of leave for each death in the immediate family without loss of pay or other benefits. Immediate family is defined as the SUPERINTENDENT's brother, sister, parents, child, grandparents, spouse, parents-in-law, or individual residing with the SUPERINTENDENT.

j. Other Approved Absences

No days shall be charged for the attendance of the SUPERINTENDENT for court appearances or other official proceedings where the School District is involved and the SUPERINTENDENT is a witness; or in any proceeding in which the SUPERINTENDENT is a party or where the SUPERINTENDENT is served with a subpoena or court order to appear. A maximum of two (2) workdays in any one school year shall be allowed for non-school connected appearances. Additionally, personal leave days may be used to attend to the foregoing.

k. Tax Shelter Annuity

The SUPERINTENDENT shall be permitted to participate in the District's tax sheltered annuity programs, including deductions from wages therefor. The District shall reimburse the Superintendent for his contributions to a tax sheltered annuity selected by him up to a maximum amount permitted by law. Such reimbursement will be reported as regular income and be paid co-incident with each paycheck.

l. Compensable Disability

In the event the SUPERINTENDENT becomes disabled by reason of any injury, illness or disease, which is covered by Worker's Compensation Insurance, the SUPERINTENDENT must apply for such coverage. The SUPERINTENDENT shall receive regular salary and benefits for the period of the disability, not to exceed one year or until final disposition or award is made by Worker's Compensation Board, whichever is the first to occur, and there shall be no charge made against accumulated sick leave entitlement. In the event the SUPERINTENDENT receives benefits under the Worker's Compensation Law for the period of the disability, these benefits shall, be paid to the Board. It is understood, however, that in the event the SUPERINTENDENT shall receive a "lump sum" settlement or award for a schedule loss or reimbursement for any medical expense incurred or paid by the SUPERINTENDENT under the said Worker's Compensation Law, said recovery or reimbursement shall not be required to be paid by the SUPERINTENDENT to the Board.

m. Jury Duty

The District practice with respect to jury duty shall be extended to the SUPERINTENDENT.

n. Tuition Reimbursement

The Superintendent shall be granted tuition reimbursement not to exceed \$5,000 per annum.

6. Expense Reimbursement.

- a. The SUPERINTENDENT is authorized to incur reasonable expenses in the discharge of his duties, including, but not limited to, expenses for travel and lodging; professional association dues and fees; attendance at professional conferences and meetings on national, state, and local levels; and similar items related to his employment. The BOARD will pay or reimburse the SUPERINTENDENT for all expenses made in connection with his duties as SUPERINTENDENT upon presentation, from time to time, of an itemized account of such expenditures.
- b. In addition to the foregoing, the SUPERINTENDENT shall be encouraged to attend conferences, such as those sponsored by the American Association of School Administrators (AASA), National School Boards Association, New York State Council of Superintendents, New York State School Boards Association and the Association for Supervision and Curriculum Development (ASCD).

- c. The BOARD shall reimburse to the SUPERINTENDENT the amount of dues for the SUPERINTENDENT's membership in professional and local business/civic associations. Such associations shall include, but shall not be limited to, the Nassau County School Superintendents' Association, the New York State Council of School Superintendents, the PTA and the American Association of School Administrators (AASA).

7. Performance Evaluation.

The BOARD shall devote at least a portion of one meeting during the month of April in each year of the SUPERINTENDENTs employment to an evaluation in executive session of his performance and his working relationship with the BOARD. The evaluation shall be based upon performance criteria mutually agreed upon by the parties which criteria have been previously established by the parties. Notwithstanding the failure of the parties to agree upon the aforesaid criteria by said date, the BOARD shall prepare the April evaluation of the SUPERINTENDENT based upon its own review of the SUPERINTENDENT's performance to that date.

8. Meetings.

The SUPERINTENDENT shall receive notice of, and be permitted to attend and participate in, any and all meetings of the Board of Education including, but not limited to, executive sessions, work sessions, regular Board meetings, special Board meetings, emergency Board Meetings, and the like, together with the right to attend and participate in, at his option, the meetings of any Board appointed committee and/or Board appointed citizens' committee. Notwithstanding the foregoing, the Board may conduct Executive Sessions outside of the presence of the Superintendent for the following reasons:

- a. For purposes of discussion of the SUPERINTENDENT'S annual evaluation.
- b. For purposes of discussion of the SUPERINTENDENT'S request for additional remuneration and/or fringe benefits.
- c. Meetings regarding the discipline and/or discharge of the SUPERINTENDENT.
- d. Meetings called to discuss a search for a successor to the SUPERINTENDENT.

9. Hearing Procedures.

The SUPERINTENDENT shall not be discharged, suspended, nor in any way disciplined, nor shall be terminated, without just cause and only for alleged acts of material breach of this Agreement, immoral character, incompetency, neglect of duty, misconduct, or disability from performance of his duties according to the evidentiary standard hereinafter set forth and only following a fair hearing before an impartial hearing officer. In the event a member or members of the Board seek to terminate this contract they shall be required to prepare, as hereinafter more particularly described, a detailed statement of charges. Prior to institution of the due process procedure hereinafter described, the said charges shall be reviewed by the entire Board in a probable cause hearing to be held within five (5) days of the date of the filing of said charges with the District Clerk. The BOARD shall be required to review said charges in Executive Session and to determine the sufficiency of evidence respecting said charges. The BOARD shall vote by roll call on all charges and specifications as to whether probable cause exists. In the event the charges are found to contain sufficient probable cause, then, and only then, the following procedures shall be instituted:

1. the SUPERINTENDENT shall be served personally with a particularized written statement of said charges against him, as soon as may be practicable.
2. an impartial hearing officer shall be selected in the manner prescribed for the selection of a hearing officer pursuant to the procedures established by National Arbitration and Mediation, 1010 Northern Boulevard, Great Neck, New York. Utilization of said procedure of the selection of a hearing officer shall not be deemed to constitute an agreement between the parties that the hearing procedures herein contained constitute an "arbitration" proceeding or for any purpose other than such selection. It is the intent of the parties to provide an effective due process proceeding and to permit either party to appeal from any and all aspects of said proceeding and from the decision of the hearing officer pursuant to Section 310 of the Education Law or Article 78 of the Civil Practice Law and Rules.
3. the SUPERINTENDENT and the BOARD shall have the right to seek discovery with respect to the charges and defenses which may be asserted, by appropriate discovery procedures as authorized by the Civil Practice Law and Rules of the State of New York, or upon the order of the hearing officer. The Superintendent shall have the right to select a public or private hearing; the right to a minimum of thirty (30) days between the service of said charges following probable cause determination and the

commencement of any hearing hereunder; the right to be represented by counsel at all stages of said proceeding; the right to have all testimony taken under oath and the right to present witnesses on his own behalf; the right to question real and tangible evidence in the form of documents, papers and of such evidence; the right to receive without cost an accurate daily transcription of each day of proceedings as recorded by a certified court stenographer; the right to have access to all District-employed witnesses, documents, papers and of real and tangible evidence in the possession of the District.

4. the BOARD shall have the burden of proof and the burden of proceeding with regard to the above described charges and hearing, and shall be required to prove said charges by a preponderance of the evidence. (Any charge premised upon a complaint against the SUPERINTENDENT made by the BOARD or another party which has not been previously forwarded in writing to the SUPERINTENDENT in accordance with the provisions of this agreement shall not be admissible at any hearing regarding said charges against the SUPERINTENDENT.)
5. the Superintendent shall be paid his regular salary and granted all fringe benefits during the pendency of the proceeding herein described and until the final decision of the Board after its review of said hearing officer recommendation. Except in the case of an act of moral turpitude, he shall not be suspended from the performance of his duties.
6. the decision of the hearing officer shall contain express findings of fact based solely on the record before the said hearing officer and shall contain conclusions of law as well as the hearing officer's determination as to guilt or innocence on each of the charges and/or specifications thereto. The determination of the hearing officer shall be binding upon the parties, subject to their right of appeal as set forth in subsection (b) above.

10. Termination.

- a. If the BOARD has determined not to renew this Agreement at its expiration, it shall, at least one (1) year prior thereto, serve written notice of intention not to renew to the Superintendent, so that he may have ample opportunity to seek other employment. Nothing herein contained shall preclude termination of this Agreement by mutual consent of the parties with or without prior notice. Should the BOARD determine to renew the agreement, said proffer of renewal shall be subject to the subsequent agreement of the parties as to terms and conditions of employment. The failure of the BOARD to give notice hereunder shall not

be deemed nor determined to automatically extend the term of this agreement.

- b. The SUPERINTENDENT shall give the BOARD at least nine (9) months prior notice of his intent to terminate this contract, at any time during its term prior to expiration.

11. Indemnification.

The BOARD agrees to provide legal counsel and to indemnify the SUPERINTENDENT against all uninsured financial loss arising out of any proceeding, claim, 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 at the direction of the BOARD.

12. Written Agreement.

This Agreement shall continue in full force and effect for the term expressed herein unless otherwise terminated, modified or extended in writing by the parties. This Agreement constitutes the full and complete Agreement between SCHOOL DISTRICT and SERVICE PROVIDER, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto.

13. 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 an arbitrator selected pursuant to the Rules for Voluntary Labor Arbitration of the American Arbitration Association. The Arbitrator shall be empowered to make an award of comparable value or compensation as reasonably implements the intent of the parties under the deleted provision.

14. Effective Date.

This agreement shall be effective June 16, 2011.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above set forth.

BOARD OF EDUCATION
JERICHO UNION FREE
SCHOOL DISTRICT

President, Board of Education

Dated:

By: _____

HENRY GRISHMAN
Superintendent of Schools

Dated:
