FIRST AMENDMENT made this 20 day of August, 2025, by the Board of Education of the GLEN COVE CITY SCHOOL DISTRICT (hereinafter the "Board") and ANDREW DINAPOLI (hereinafter referred to as the "Assistant Superintendent for Human Resources" or the "Employee").

WHEREAS, the parties entered into a wage and benefit agreement dated July 26, 2023 (the "July 26, 2023 Agreement"), establishing the benefits and remuneration paid to the Employee by the Board for his services as Assistant Superintendent for Human Resources; and

WHEREAS, the parties are desirous of amending said Agreement.

NOW, THEREFORE, based upon the mutual covenants and understandings between the parties, it is agreed as follows:

FIRST: All of the terms and provisions set forth at length in the July 26, 2023 Agreement shall continue in full force and effect during the employment of the Employee, except as expressly modified herein.

SECOND: Paragraph 4.a. of the July 26, 2023 Agreement shall be modified to reflect annual salary for the 2025-2026 school year in the amount of One Hundred and Ninety-Five Thousand Dollars ($195,000).

THIRD: Paragraph 7.a. of the July 26, 2023 Agreement shall be modified to reflect twenty-five (25) vacation days annually.

FOURTH: The July 26, 2023 Agreement shall be modified to reflect that the Employee shall receive a longevity stipend of Five Thousand Dollars ($5,000) after completing five (5) full years of service as the Assistant Superintendent for Human Resources. Such payment shall be in the form of an employer non-elective IRS Section 403(b) contribution.

FIFTH: Paragraph 8.b. of the July 26, 2023 Agreement shall be amended to reflect that the Employee shall be permitted to participate in the District's life insurance program with coverage in the amount of One Hundred Thousand Dollars ($100,000). The District shall pay the whole premium associated with such plan.

SIXTH: The July 26, 2023 Agreement shall be amended to reflect that the Employee shall be permitted to work remotely up to a maximum of of six (6) days each year during recess periods, including summer, upon authorization from the Superintendent of Schools.

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

BOARD OF EDUCATION
GLEN COVE CITY SCHOOL DISTRICT

Dated: 8/20/25 By: _____ VP
President, Board of Education

Dated: 7/30/25 _____
ANDREW DINAPOLI

EMPLOYMENT AGREEMENT

AGREEMENT, made the 26th day of July, 2023, by and between the BOARD OF EDUCATION OF THE GLEN COVE CITY SCHOOL DISTRICT, County of Nassau, New York (hereinafter the "District") and ANDREW DINAPOLI, residing at (hereinafter the "Assistant Superintendent").

WITNESSETH:

WHEREAS, the Board will appoint ANDREW DINAPOLI as the Assistant Superintendent for Human Resources of the Glen Cove City School District effective September 1, 2023, and

WHEREAS, it is the parties' belief that a written contract, effective coincident with the appointment of ANDREW DINAPOLI by the Board of Education, fully specifying the terms and conditions of the Assistant Superintendent's employment by the District, will promote effective communications and understanding, between the parties as permitted by Section 2509 of the Education Law, and

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

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

   a. This agreement shall be effective on September 1, 2023 and shall remain in effect until June 30, 2026, unless sooner extended or modified upon the mutual consent of both parties, in writing.

   b. Any extension of the term of the Assistant Superintendent's employment shall be in the form of an amendment of this Agreement and shall be upon the same terms and conditions as herein set forth unless otherwise agreed in writing by the parties.

   c. Should the Board determine not to extend the term of this Agreement beyond June 30, 2026, it shall inform the Assistant Superintendent, in writing, no later than September 1, 2025 of its intent not to extend.

2. Assistant Superintendent's Duties and Responsibilities

   The Assistant Superintendent shall perform all the duties and responsibilities normally associated with the position of Assistant Superintendent for Human Resources and, in addition, any other duties assigned to him by the Superintendent of Schools, and shall perform these duties consistent with all applicable laws and regulations.

3. Certification

The Assistant Superintendent shall possess a valid certification to act as an Assistant Superintendent in the State of New York during the term of his employment with the District.

4. Compensation

a. The Assistant Superintendent's annual salary for the 2023–2024 school year shall be $180,000 prorated with a starting date of September 1, 2023 paid in equal installments in accordance with the rules of the Board governing salary payments to other District administrative employees.

b. The Assistant Superintendent's base salary for the period July 1, 2024 to and including June 30, 2025, shall increase by 2%.

c. The Assistant Superintendent's base salary for the period July 1, 2025 to and including June 30, 2026, shall increase by 2%.

d. An one-time additional payment of $2,000 for an earned doctorate will be added to the indexed salary.

5. Performance Evaluation

The Superintendent shall annually evaluate, in writing, the performance of the Assistant Superintendent. The performance criteria to be reviewed and the form of the evaluation shall be determined by the Superintendent of Schools.

6. Work Year/Work Day

The work year of the Assistant Superintendent shall be twelve (12) months during which period the Assistant Superintendent shall work two hundred fifty (250) days. The work day shall consist of at least 8:00 a.m. until 4:00 p.m. throughout the entire year, including the summer. In addition, the Assistant Superintendent shall attend all Board of Education meetings and such school and District related events, after the work day, assigned by the Superintendent of Schools. The Assistant Superintendent shall work all three (3) breaks during the year. If days are taken off during said breaks, vacation days are to be used.

7. Other Leave Benefits

In addition to the annual compensation specified in paragraph "4" of this Agreement, the Assistant Superintendent shall be provided with the following benefits:

a. **Vacation Leave:** The Assistant Superintendent shall be granted twenty (20) vacation days annually to be taken with the prior approval of the Superintendent of Schools. Said days shall be deemed accrued at the rate of 1-2/3rd of a day for each month of employment. The Assistant Superintendent will be permitted to use up to 20 vacation days during the first year of employment. If vacation days are not used by the end of the

school year, they may be carried over to a succeeding school year, with the approval of the Superintendent. At the termination of the Employee's employment, the Employee shall be paid the cash value of up to forty (40) accumulated unused vacation days at the per diem rate of 1/222 of her then annual salary.

b. **Sick Days:** The Assistant Superintendent shall be granted fifteen (15) sick days annually, accrued at the rate of 5/4th of a day for each month of employment. Sick days may be accumulated year to year, up to a total of 150 days. There shall be no end-of-year buy back for unused sick days.

c. **Personal Days:** The Assistant Superintendent shall be granted two (2) personal days each year. If these days are not used by the end of the school year, they may not be carried over to a succeeding school year.

d. **Holidays:** The Assistant Superintendent shall be entitled to take the following holidays as paid holidays: July 4th, Labor Day, Columbus Day, Veterans Day, Thanksgiving and day after, Christmas Day, New Years Day, Martin Luther King Day, Presidents' Day, Memorial Day and Good Friday as well as all days that the district is closed.

e. **Bereavement:** The Assistant Superintendent shall be granted up to five (5) days for bereavement leave for death in

his immediate family. Immediate family shall refer to members of the employee's household including employee's spouse or significant other, parents, grandparents, siblings, all in-laws, children, step-children and grandchildren. Additional days, if needed, may be taken from the vacation days' allocation and personal day allocation. If these days are not used by the end of the school year, they may not be carried over to a succeeding school year.

8. Medical / Dental Insurance

   a. The Board shall provide the Assistant Superintendent with participation in the District's individual and/or family group medical and dental insurance plan, as said plan may change from time to time. The Board shall contribute seventy-seven (77%) percent of the premium cost hereof.

   b. Should the Assistant Superintendent elect not to participate in the District's medical and dental insurance plans, the employee will receive an annual payment of $4,000.

9. Term Life Insurance

   The Assistant Superintendent shall be permitted to participate in the District's term life insurance program with coverage in the amount of $250,000, at the Assistant Superintendent's own expense, during his period of employment with the District.

10. 403(b) Plan

The Assistant Superintendent shall be permitted to participate in an elective I.R.S. 403(b) plan. The District will not make non-elective contributions to said 403(b) plan.

11. Deferred Compensation Plan

The Assistant Superintendent shall be permitted to participate in a deferred Compensation Plan as established by the Board in accordance with the provisions of Section 457 of the Internal Revenue Code and Section 5 of the State Finance Law.

12. Transportation

The Assistant Superintendent shall not be entitled to any mileage reimbursement for use of his vehicle in the performance of his duties.

13. Indemnification

The Board agrees to provide legal counsel and to indemnify the Assistant Superintendent against all uninsured financial loss arising out of any proceeding, claim, demand, suit or judgement 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 Assistant Superintendent is acting within the scope of his employment and excluding criminal litigation to the extent that such liability coverage is within the District's authority to provide under the law, and is provided to other District administrative personnel.

14. Termination

a. This Agreement may be terminated by the Board of Education upon ninety (90) day's written notice, without cause.

b. This Agreement may be terminated by ANDREW DINAPOLI upon thirty (30) day's written notice.

c. Upon termination, this Agreement shall be null and void and of no further force and effect.

15. Mutual Termination

The majority of the Board, by resolution, and the Assistant Superintendent may mutually agree, in writing, to terminate or otherwise modify this Agreement during the term thereof.

16. 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 of paragraphs "1", "14" and "15" hereof, or by an agreement in writing between the parties.

17. Severability

The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision and all other provisions of this Agreement, not affected by invalidity, shall remain in full force and effect.

18. Entire Agreement

This agreement contains all the terms and conditions agreed upon by the parties hereto and no other agreement, or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto or vary any of the terms contained herein.

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

BOARD OF EDUCATION
GLEN COVE CITY SCHOOL DISTRICT

BY: _____
BOE Vice President

BY: _____
ANDREW DINAPOLI