

**EMPLOYMENT AGREEMENT
DR. GAURAV PASSI
AS
SUPERINTENDENT OF SCHOOLS**

AGREEMENT, made this 6th day of June 2023, by and between the Board of Education of the Manhasset Union Free School District ("Board"), Town of North Hempstead, New York, and Dr. Gaurav Passi, residing at [REDACTED] ("Superintendent").

W I T N E S S E T H :

WHEREAS, the Board has offered to employ Dr. Gaurav Passi as Superintendent of Schools of the Manhasset Union Free School District ("District") upon the terms and conditions set forth herein; and

WHEREAS, the Superintendent has accepted such offer of employment; and

WHEREAS, it is the parties' belief that a written contract fully specifying the terms and conditions of the 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. The Superintendent shall be employed as the District's Superintendent of Schools for the period July 1, 2023 through and including June 30, 2027. Effective July 1, 2023, this agreement shall take effect and supersede and replace all prior agreements between the Board and the Superintendent relating to terms and conditions of employment.

2. Certification. The Superintendent shall possess a valid certificate to act as a superintendent of schools in the State of New York at all times during the term of his employment

with the District.

3. Duties. The Superintendent shall be the chief executive officer and educational leader of the District. The Superintendent shall perform the duties and services usually performed by a Superintendent of Schools in New York State, including those powers extended by the Education Law or other statutes of the State of New York, or by rule or regulation of the Commissioner of Education, and such additional powers and duties as shall from time to time be delegated to the Superintendent by the Board. The Superintendent shall devote his full time, skill, labor and attention to said employment during the term of this Agreement. The Superintendent shall be entitled to attend all meetings of the Board, including executive sessions, unless such executive session relates to his performance, his employment agreement, or appointment of his successor.

4. Salary. (a) The Superintendent's base salary for the period July 1, 2023 through June 30, 2024 shall be at the annual rate of \$280,500, and shall be paid in equal installments in accordance with the rules of the Board governing salary payment to administrative employees. The Superintendent's salary for subsequent years (July 1 through June 30) during the term of this Agreement will be determined by the Board based on the Superintendent's performance. Such determination will be made in accordance with the provisions set forth in Paragraph 11 below. In no event shall the Superintendent's annual base salary in any given contract year (July 1 through June 30) be less than the annual base salary set for the previous contract year.

(b) 403(b) Contribution: The District will make an annual, non-elective employer contribution to the Superintendent's section 403(b) account in the amount of three and one half percent (3.5%) of the Superintendent's then-current annual base salary. Such payment shall be made on or about May 15th of each year. It is understood that the Superintendent agrees to

indemnify and hold the District harmless against any and all claims and/or liabilities, including attorney's fees, that arise out of, or by reason of, action taken or not taken by the District for the purpose of complying with this provision.

5. Health Insurance. (a) The District shall pay 80% and the Superintendent shall pay 20% of the cost of the premium (family coverage or individual coverage, at the Superintendent's option) for health insurance coverage in the New York State Health Insurance Plan. It is understood that during the term of this Agreement, the District shall have the option to select an alternative carrier or to select a third party administrator or a District self-insured health care plan in place of the health insurance coverage currently provided to the District's employees through the New York State Health Insurance Plan provided, however, that the benefits of such health coverage shall be comparable to those provided by the New York State Health Insurance Plan at the time of the change.

(b) The Superintendent may elect to participate in the District's I.R.C. Section 125 plan for the purpose of making health insurance contributions, pursuant to any and all policies of the District governing the implementation of such Plan.

(c) The period of service required to qualify for health insurance benefits following retirement shall be seven years of District service. Upon retirement from the District, the Superintendent shall be able to continue his health insurance coverage (individual or family coverage, at the Superintendent's option), and shall be guaranteed in retirement the same contribution rate he had immediately prior to the effective date of his retirement from District service. In the event that the Superintendent shall leave District service prior to retirement and subsequently be eligible to rely on his vested health insurance rights in the District to provide his health insurance coverage in retirement, the contribution rate shall be the contribution rate then charged to the then-superintendent of schools.

6. Dental Insurance. The District shall pay 80% and the Superintendent shall pay 20% of the cost of the premium (family coverage) for dental insurance coverage under the District's existing dental insurance policy.

7. Life Insurance. During the period of his employment by the District, the District will provide the Superintendent a fully paid term life insurance policy with a policy amount of two times the Superintendent's annual base salary.

8. Work Year. The Superintendent's work year shall be twelve months, July 1 through June 30. The Superintendent's daily rate shall be calculated at the rate of 1/240 of his annual base salary. Except in cases of emergency, the Superintendent shall not be required to work on days designated as legal holidays when the District's Central Office is closed.

9. Vacation. (a) The Superintendent shall be entitled to twenty-five paid vacation days annually, ten days of which shall be credited on July 1 of each year of the Agreement, and the remaining 15 days shall be deemed to be earned at the rate of 1.5 days per month for the first ten months of the year. The Superintendent shall be permitted to carry over up to ten unused existing vacation days upon the commencement of this agreement.

(b) The Superintendent may use vacation days in advance of the actual date earned, provided that the total number of vacation days in any year does not exceed twenty-five days, except as provided in subparagraph (c) below, and provided further that in the event the Superintendent leaves the District's employment prior to the end of a school year, the District shall be entitled to recoup the value of any unearned vacation days used by the Superintendent and deduct the value of such unearned vacation days from any final payment made to the Superintendent.

(c) Vacation days shall be taken, to the extent possible when school is not in session, or times as shall be mutually agreeable to the parties. The parties recognize, however,

that due to the Superintendent's work load and the needs of the District, the Superintendent may be unable to utilize his full complement of vacation days. Accordingly, the Superintendent shall be permitted to carry over up to ten vacation days into the subsequent year, provided that at no time may the Superintendent's total number of vacation days exceed thirty-five days.

10. Other Leave. (a) Sick Leave. The Superintendent shall be credited with his existing sick days upon commencement of this agreement. The Superintendent shall be credited with 15 sick leave days on July 1 of each year of this agreement, which may be used for personal illness, religious holidays, or illness in the immediate family. Three of such days may be used for personal business. Unused sick leave may be accumulated up to a maximum of 65 days.

(b) Bereavement Leave. The Superintendent shall be entitled to a maximum of five (5) days for a death in his immediate family, i.e., spouse, child, sibling, parent, parent-in-law, and grandparent. Bereavement leave days shall be exclusive of sick leave and shall be non-cumulative.

(c) Extended Illness. The Superintendent shall be credited with a bank of 200 extended illness leave days which shall be available for his use only in the event that the Superintendent shall suffer a serious illness which shall prevent him from the performance of his duties as Superintendent. Such illness shall be certified in writing by the Superintendent's physician. Upon such written certification, and upon the exhaustion of the Superintendent's sick and vacation leave accruals, the Superintendent shall be permitted to draw upon such extended illness days and receive his full salary for each day of extended illness. At the request of the Board, the Superintendent shall submit to an examination by a physician or other health professional appointed by the Board to verify the continued qualification of the Superintendent to receive the extended illness benefit. Such extended illness days shall not be increased beyond the initial 200 days, and in no event shall such extended illness days be converted to their cash value, it being the

specific intention of the parties that such days be available solely to provide compensation to the Superintendent during a period of serious personal illness. Notwithstanding the foregoing, any payment(s) of salary and fringe benefits shall cease and terminate as of the date the Superintendent receives retirement benefits for disability or otherwise.

11. Performance Evaluation. The Board of Education shall meet in executive session with the Superintendent by no later than June 15th of each year of this Agreement to discuss its evaluation of the Superintendent's performance and working relationship with the Board. The evaluation shall be based upon written performance goals mutually agreed upon by the parties no later than the preceding September 15th. The Board shall provide the Superintendent with its evaluation in writing by no later than June 30th in each year of this Agreement. The Superintendent shall be entitled to submit a written response to the Board's evaluation within thirty days of his receipt of said evaluation.

12. Resignation. The Superintendent agrees to provide the Board with six months prior notice of his intention to resign from the District in order to allow the Board sufficient time to find a successor superintendent.

13. Termination. Throughout the term of this Agreement, the Superintendent shall be subject to discharge for just cause, provided that the Board does not arbitrarily or capriciously call for his dismissal. The Superintendent shall have the right to service of written charges, notice of hearing and a fair hearing conducted before an American Arbitration Association arbitrator mutually selected by the Board and the Superintendent. If the parties cannot agree on an arbitrator within thirty calendar days from the date of the service of charges, an arbitrator will be selected by the American Arbitration Association. If the Superintendent chooses to be represented by legal counsel at such hearing, said legal expenses shall be borne solely by the Superintendent. The Superintendent shall receive his full pay and benefits as provided by this

Agreement until the completion of said hearing and the final decision by the Board as to the recommendations of the arbitrator. The decision of the arbitrator shall contain express findings of guilt or innocence on each of the charges and/or specifications thereto. The decision of the arbitrator shall constitute a recommendation to the Board of Education, whose decision shall be based solely upon the record of the proceeding before the arbitrator. The Board's decision may be appealed to the Commissioner of Education pursuant to Education Law Section 310.

14. Professional Expenses. (a) The Superintendent shall be reimbursed for his dues for membership in the following professional associations: Nassau County Council of School Superintendents, New York State Council of School Superintendents, and the American Association of School Administrators.

(b) The Superintendent may attend, at District expense, such professional conferences or meetings pertaining to educational matters that the Superintendent and the Board deem beneficial to the District, within the budget allotted for such purpose.

(c) Prior to attending professional conferences or meetings which will cause the Superintendent to be absent from the District for a period of twenty-four hours when school is in session, the Superintendent shall first seek and obtain express approval from the Board.

15. Expense Reimbursement. The District shall reimburse the Superintendent for reasonable and proper expenses incurred in the discharge of his duties as Superintendent upon presentation of an itemized account of such expenses within thirty days of the date such expenses were incurred. The District shall reimburse the Superintendent for his actual commuting expenses in his personal vehicle at the federal standard mileage rate established by the IRS in effect at the time of each reimbursement claim. Reimbursement for commuting expenses may not exceed \$1,000 per month.

16. Indemnification. The Board agrees to provide legal counsel and to

indemnify the Superintendent against all uninsured financial loss arising out of any claim, demand, 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 under the direction of the Board. The Superintendent shall also be entitled to all protections of all New York State statutes providing indemnification and legal defense to officers and employees of the District, including, but not limited to, Public Officers Law Section 18.

17. Other Work. The Superintendent shall devote his full time, skill, labor and attention to the discharge of his duties during the term of this Agreement; provided, however, that upon notice to and approval by the Board, he may undertake consultative work, speaking engagements, writing, lecturing 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.

18. Annual Medical Examination. The Superintendent agrees to undergo, at District expense, a comprehensive medical examination by a physician mutually agreed upon by the parties performed once during each twelve (12) month period of his employment and to file a confidential statement from the examining physician certifying to his physical competency with the Clerk of the Board.

19. Referrals. The Board, individually and collectively, shall promptly and discreetly refer to the Superintendent for his study and recommendation, all criticisms and complaints, suggestions, communications or comments regarding the administration of the District or the Superintendent's performance of his duties.

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

21. Governing Law. This Agreement has been entered into under, and shall be governed in accordance with, the laws of the State of New York.

22. Paragraph Headings. The paragraph headings in this Agreement are for convenience of reference only; if there is a conflict between any such heading and the text of this Agreement, the text shall control.

23. 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 hereof, and shall not be susceptible to oral modifications, nor shall parol evidence be admissible to establish any oral modification thereof.

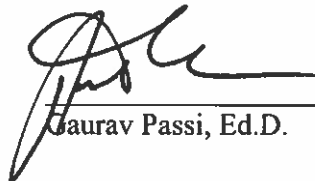
24. Severability. The invalidity or unenforceability of any provision herein shall in no way affect the validity or enforceability of any other provision.

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

Dated: June 6, 2023
Manhasset, New York

BOARD OF EDUCATION OF THE
MANHASSET UNION FREE SCHOOL DISTRICT

By: 
Patricia Aitken, President


Gaurav Passi, Ed.D.