

AGREEMENT made this 31 day of January 2016 by and between the BOARD OF EDUCATION, GLEN COVE CITY SCHOOL DISTRICT, with offices for the transaction of business located in Glen Cove, New York (hereinafter referred to as the "Board") and MARIA L. RIANNA, residing at 20 Burgundy Lane, Nesconset, New York 11767 (hereinafter referred to as the "Superintendent").

WITNESSETH:

WHEREAS, the Board is desirous of extending employment of Maria L. Rianna as its Superintendent of Schools for the term of employment more particularly set forth herein; and

WHEREAS, Maria L. Rianna will receive an extended appointment as Superintendent of Schools pursuant to the terms and provisions of Section 1711 of the Education Law of the State of New York, effective July 1, 2015;

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

1. Term of Employment

The Superintendent's term of employment shall commence on July 1, 2015 and continue to and until the 30th day of June, 2019 unless sooner terminated as set forth herein.

2. Superintendent's Duties and Responsibilities

a. Maria L. Rianna, as Superintendent of Schools, shall be the Chief Administrative Officer of the Glen Cove City School District (herein after referred to as the "District") and shall have the power and obligation to perform all those duties and to accept all those responsibilities as are:

- i. Imposed upon or granted to the Superintendent by 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; and
- ii. Specified in the Policy Manual of the Board; and

- iii. Normally associated with the position of Superintendent of Schools, including but not limited to, budget formulation and administration, business administration, pupil course of study and curriculum, public relations, personnel management and labor relations.
- b. Without limiting the foregoing, the Board acknowledges that as Superintendent, Maria L. Rianna, shall have the following specific authority, rights and responsibilities, subject to the supervision of the Board:
- i. To organize and reorganize the District's administrative, supervisory, and support staff, including instructional and non-instructional personnel, in a manner which in the Superintendent's judgment best serves the Glen Cove City School District, including the authority to initiate and approve all transfer of District staff from one job assignment or place of employment to another, subject to the approval of the Board;
 - ii. To supervise and direct associate and assistant superintendents, directors, supervisors, principals, teachers, civil service employees and all other persons employed in either the business management or the instructional activities of the Glen Cove City School District;
 - iii. To effectuate the policies of the Board and be accountable in connection therewith to the Board;
 - iv. To keep the Board advised of all matters concerning the administration of the District; and
 - v. To make recommendations to the Board as a prerequisite to the appointment or termination of employment of both instructional and non-instructional employees, including any extensions of a probationary employee's probationary period.
- c. The Board may, from time to time, prescribe additional duties and responsibilities provided such additional duties and responsibilities are similar in character and consistent with the duties of the position of Superintendent of Schools.
- d. The Superintendent shall receive notice of and shall be permitted to attend and participate in meetings of the Board, including but not limited to, executive sessions, work sessions, regular Board meetings, and special Board meetings, provided however, that the Board may exclude the Superintendent from any and all meetings of the Board that

relate to discussions regarding, or consideration of, her job performance, contract (including remuneration and other terms), or the selection of a successor.

- e. Consistent with and pursuant to Education Law Section 211-b (5) (a), the Superintendent will cooperate fully with any distinguished educators appointed by the Commissioner of Education.

3. Certification and Citizenship

The Superintendent shall possess a valid certificate to act as a Superintendent of Schools in the State of New York during the term of her employment with the District. The failure of the Superintendent to hold and maintain a valid certificate to act as a Superintendent of Schools in the State of New York shall be cause for the immediate termination of this Agreement and the employment of the Superintendent. Such termination shall be preceded by notice and opportunity for the Superintendent to be heard respecting the proposed termination. The Superintendent has presented the Board with proof of U.S. Citizenship.

4. Compensation

- a. The Superintendent's salary for each year of this agreement shall be as follows:
 - i. The Superintendent's base salary for the period of July 1, 2013 to and including June 30, 2014 shall be at an annual rate of \$223,500.00.
 - ii. The Superintendent's base salary for the period of July 1, 2014 to and including June 30, 2015 shall be at an annual rate of \$227,299.50.
 - iii. Superintendent's base salary for the period of July 1, 2015 to and including June 30, 2016 shall increase by 1.7% to 231,163.59. An amount of \$5,000.00 will be added to the base and shall be awarded upon approval of this agreement, resulting in a total of \$236,163.59.
 - iv. Superintendent's base salary for the period of July 1, 2016 to and including June 30, 2017 shall increase by 1.7%, resulting in an annual rate of \$240,178.37.

- v. Superintendent's base salary for the period of July 1, 2017 to and including June 30, 2018 shall increase by 1.7%, resulting in an annual rate of \$244,261.40.
 - vi. Superintendent's base salary for the period of July 1, 2018 to and including June 30, 2019 shall increase by 1.7%, resulting in an annual rate of \$248,413.84.
- b. The Superintendent shall be paid in equal installments bi-weekly, less any withholding or other applicable deductions.

5. Benefits

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

a. Vacation Leave

- i. Exclusive of Saturday, Sunday, and the holidays identified on the school calendar during each year of this Agreement, the Superintendent shall be credited with twenty-five (25) days of vacation leave on July 1st. These days are to be taken at the discretion of the Superintendent upon prior reasonable notice to the Board. The Superintendent shall endeavor to schedule her vacation when school is not in session, during July, August and recess periods.
- ii. The Superintendent shall be permitted to accumulate or carry over unused vacation days from year to year. The Superintendent shall not be entitled to the cash value of any unused vacation leave days standing to her credit at the time her employment with the District terminates; all such unused accumulated vacation leave days shall be relinquished at that time.

b. Sick/Bereavement Leave Days

Effective July 1, 2013, and each July 1st thereafter, the Superintendent shall be credited with ten (10) sick/bereavement leave days to be used by her in the event of illness, or as bereavement leave in the event of the death of a member of the Superintendent's immediate family. Unused leave days may be accumulated from year to year to a maximum of 150 days. The Superintendent shall be entitled to the cash value of up to 25 unused accumulated leave days standing to her credit at the time this employment

contract with the District ends, June 30, 2019; all other such unused accumulated leave days shall be relinquished at that time.

Upon employment, the Superintendent shall be credited with a bank of thirty (30) sick/bereavement leave days. Upon earning sick leave during her employment, unused earned sick leave days will be deemed to replace a like number of the sick bank days, until said thirty (30) day bank is entirely replaced with earned days. "Replacement" of bank days with earned days will occur on each June 30th during the contract term following execution of this agreement.

c. Personal Leave Days

Effective July 1, 2013, and each July 1st thereafter, the Superintendent shall be credited with two (2) personal leave days per year to be used by the Superintendent to attend to personal business that must be performed on a work day. The Superintendent shall notify the Board of Education President of the use of personal leave. Personal leave shall not accumulate from year to year. Unused personal days shall have no cash value and expire at the end of each school year

d. Expenses and Equipment

- i. The Superintendent is authorized to incur reasonable expenses in the discharge of her duties, including but not limited to, expenses for travel and lodging in connection with the exercise of her duties as Superintendent.
- ii. The District will pay or reimburse the Superintendent for all reasonable expenses incurred by the Superintendent in the performance of her duties upon presentation, from time to time, of itemized receipts for such expenditures.
- iii. The Board shall pay or reimburse to the Superintendent the amount for dues for the Superintendent's membership in the following professional and local business/civic associations: the American Association of School Administrators, New York State Council of School Superintendents, the Nassau County Superintendents Association, and other such organization as approved by the President of the Board.
- iv. The Superintendent shall be provided with a laptop computer and cellular phone which shall be used solely for District business purposes. The laptop and cellular phone shall remain the property of the District. Replacement of the laptop shall be at the discretion of the District.

- v. Any Board policy respecting cellular phones shall be applicable to the Superintendent.

e. Health Care Benefits

- i. The Superintendent shall be entitled to health care insurance in the NYSHIP program provided by the State of New York. This current plan is the NYSHIP Empire Core Plus Enhancement Plan. The Superintendent will contribute thirty-five (35%) toward the cost of health insurance premium if enrolled in the District's health insurance plan (individual, family or domestic partner). The District shall establish an Internal Revenue Code Section 125 salary reduction plan in which the Superintendent may participate. The Superintendent also has the choice of HIP or GHI, the cost the Empire Plan.
- ii. Upon resignation for the purpose of retirement from the Glen Cove City School District and subsequent contemporaneous retirement and receipt of retirement income from the New York State Teachers Retirement System, the Superintendent shall be granted her choice of family or individual health plan coverage as hereinafter set forth.

f. Health Insurance in Retirement

To be eligible for health insurance benefits in retirement, the Superintendent must have completed at least fifteen (15) Years of service in the District and have retired under the New York State Teachers' Retirement System. The District's premium contribution during retirement shall be sixty-five (65%) percent for individual or family coverage.

The level of benefits and health care plan granted to the retiring Superintendent at the time of retirement may change and/or be modified in the future to the extent of changes and/or modification of the health care plan and/or benefit level that is then extended to active teaching employees. Notwithstanding the foregoing, the District reserves the right to provide the level of health care benefits required by this Agreement to the Superintendent through an insured health plan, or a District self-funded plan (or combination thereof), and/or in conjunction with benefits provided under Medicare and/or any other available state or federal law or program that may in the future provide a health benefit to the Superintendent.

g. Dental Insurance

The District shall provide dental insurance coverage. For the term of this Agreement, the District agrees to contribute \$62.00 per month for either individual or family coverage in the Delta Dental Plan.

h. Transportation

The District shall pay to the Superintendent a monthly transportation stipend of \$400 to defray the cost of use of the Superintendent's personal motor vehicle in the performance of her job duties.

i. Non-elective I.R.C. §403(b) Contribution

Effective July 1, 2013, and each July 1st thereafter, the District shall make an I.R.C. §403(b) non-elective contribution in the amount of six thousand (\$6,000) dollars on behalf of the Superintendent to a tax-sheltered annuity chosen by the Superintendent. For the 2015 - 2016 school year only, the District shall make an I.R.C. §403(b) non-elective contribution of eleven thousand (\$11,000) dollars on behalf of the Superintendent to a tax-sheltered annuity chosen by the Superintendent.

j. Life Insurance

Effective July 1, 2013, the Superintendent shall be provided with group term life insurance at standard group rates in the face amount of two times the Superintendent's salary. The premiums of said policy shall be paid in full by the District.

6. Work Year and Work Week

The Superintendent shall work the full year, except for her vacation and use of sick/bereavement leave. The Superintendent shall be required to work during the Winter, February and Spring recess periods unless she uses her vacation days as provided herein. She shall be granted all holidays identified as such on the school calendar.

7. Attendance at Board Meetings

The Superintendent shall receive notice of, and shall attend and participate in any and all meetings of the Board of Education including, but not limited to, executive sessions (unless otherwise determined by the Board as provided by law), work sessions, regular Board meetings, special Board meetings, emergency Board meetings, and the like, together with the right to attend and participate in, at her 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 performance or to prepare, review and discuss her 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.

8. Inability to Perform

Should the Superintendent be unable to perform the essential functions of her duties, with or without reasonable accommodations, by reason of disability (arising from illness, accident or other source beyond her control), the Board may, at its options, terminate this Agreement whereupon the respective duties, rights and obligations herein shall terminate, except that the Board agrees to continue payment for any sick/bereavement leave, or vacation days then standing to the Superintendent's credit. "Disability" shall mean a physical or mental incapacity that prevents the Superintendent from performing the essential functions of her position with the District for a period of ninety (90) or more days, whether or not consecutive, occurring within any period of twelve (12) consecutive months as determined by the following procedure: The Superintendent agrees to submit to medical examinations by a licensed healthcare professional selected by the District, in its sole discretion, to determine whether a disability exists. In addition, the Superintendent may submit to the District documentation of a disability, or lack thereof, from a licensed healthcare professional of her choice. Following a determination of a disability or lack of disability by the District's or the Superintendent's healthcare professional, the other party may submit subsequent documentation relating to the existence of a disability from a licensed healthcare professional selected by such other party. In the event that the medical opinions of such licensed healthcare professionals conflict, such licensed healthcare professionals shall appoint a third licensed healthcare professional to examine the Superintendent, and the opinion of such third licensed healthcare professional shall be dispositive.

9. Indemnification and Legal Representation

In addition to those rights provided by law, the Board agrees to select and 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 her employment, or under the direction of the Board, exclusive of punitive damages. This obligation shall supplement and be in addition to any rights which the Superintendent may have arising under the laws of the State of New York including, but not limited to, Education Law §§3023, 3028, 3811, 3812 and Section 18 of the Public Officers Law. The Board shall not be obligated to indemnify the Superintendent or to provide legal counsel for her unless the Superintendent shall, within five (5) days of the time she was served with any summons, complaint, process, notice, demand or pleading, deliver the original, or an accurate copy thereof, to the District Clerk.

10. Termination

The Board shall have the right to terminate this contract for just cause pursuant to the following procedure. In such event, the Board shall be required to prepare a statement of charges:

- a. The Superintendent shall be served personally with a particularized written statement of said charges against her;
- b. An impartial hearing officer shall be selected by the District. All expenses of the hearing officer shall be paid by the District;
- c. The hearing shall be private or public at the option of the Superintendent. The Superintendent shall have 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 her own behalf; the right to question witnesses against her by cross examination; the right to present real and tangible evidence in the form of comments, papers and other such evidence, to the extent deemed relevant and material to the hearing officer; and the right to receive without cost an accurate written transcript of each day of the proceedings as recorded by a certified court stenographer;
- d. 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 evidence;

- e. The Board shall be permitted to suspend the Superintendent of Schools from the performance of her duties coincident with the service of charges. During the first twelve (12) months of any suspension or remainder of this contract term, whichever is shorter, the Superintendent shall receive her full pay and benefits as provided by this contract.
- f. 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 recommendation as to guilt or innocence on each of the charges and/or specifications thereto. The finding of fact and recommendation of the hearing officer shall be reviewed by the Board of Education which shall render its final determination within thirty (30) days of receipt of the hearing officer's findings of fact and recommendation. The Board may accept or reject in whole or in part the findings of fact and recommendation of the hearing officer in making its final determination; and
- g. The Superintendent may appeal the decision of the Board pursuant to Section 310 of the Education Law to the Commissioner of Education.

11. Renewal of Agreement

- a. The Board shall, at least twelve (12) months prior to the expiration of this Agreement, serve written notice of intention to renew or not to renew the appointment of the Superintendent, so that she may have ample opportunity to seek other employment. Such obligation is expressly conditioned upon the Superintendent providing written notice to the Board of Education no later than May 1, 2018 regarding the Board's obligations under this paragraph. Should the Board propose renewal of the appointment and this Agreement, the Superintendent shall give the Board written notice of her intention regarding renewal of this Agreement within ten (10) days following the tender of the aforesaid notice to her by the Board.
- b. The Superintendent shall give the Board at least twelve (12) months' notice of her intent to terminate this Agreement at any time during its term prior to expiration.

12. Performance Evaluation

The Board shall devote at least a portion of one executive session meeting during the month of May in each year of the Superintendent's employment to an evaluation of her performance and her working relationship with the Board. The evaluation shall be based upon written performance

criteria, procedure and evaluative forms mutually agreed upon by the parties, and which may be modified upon agreement of the parties thereafter. Notwithstanding the failure of the parties to agree upon the aforesaid criteria, procedure and forms, the Board shall prepare the annual evaluation of the Superintendent based upon its own review of the Superintendent's performance for each year of this Agreement which may be modified thereafter by the Board. The Board, individually and collectively, shall promptly and discreetly refer to the Superintendent, substantial criticisms, complains or comments regarding the Superintendent's performance of her duties.

13. Other Work

The Superintendent shall devote her full time, skill, labor and attention to the discharge of her duties as Superintendent of Schools during the term of this Agreement. However, with prior written approval of the Board President, she may undertake speaking engagements, writing, lecturing, or other professional duties, obligations and activities so long as such activities do not interfere with full and faithful discharge of the Superintendent's duties or written responsibilities as specified herein or with District policy.

14. Entire Agreement

This Agreement contains the entire understanding of the parties. This Agreement shall continue in full force and effect for the term expressed herein unless otherwise terminated, modified or extended in accordance with its provisions or by an agreement in writing by the parties. The language of all parts of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against either party, regardless of who drafted it.

15. Severability

If any provision of this Agreement is determined to be contrary to law, unenforceable or ineffective, 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 that reasonably implements the intent of the parties under the deleted provision.

16. No Waiver

Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of such term, covenant or condition nor shall any waiver or relinquishment of any right or power hereunder at any time be deemed a waiver or relinquishment of such right or power at any other time or times.

17. Applicable Law

This Agreement has been entered into and shall be governed under and in accordance with the law of the State of New York without reference to that state's conflict of laws rules.

18. Representation by Counsel

Maria L. Rianna acknowledges that she has been offered the opportunity to be represented by counsel throughout the negotiations of this Agreement. Maria L. Rianna certifies that she has carefully reviewed this agreement and fully understands each and every word and its meaning and full effect.

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


Date: 3/21/16

BOARD OF EDUCATION
GLEN COVE CITY SCHOOL DISTRICT



Richard Maccarone, President

Date: 3/21/16



Maria L. Rianna
Superintendent of Schools