

EMPLOYMENT AGREEMENT

AGREEMENT, made this 28th day of May, 2021 by and between the Board of Education of the Manhasset Union Free School District, Town of North Hempstead, New York (“Board”), and Dr. Gaurav Passi to serve as Acting Superintendent of Schools (“Dr. Passi”);

W I T N E S S E T H

WHEREAS, the Superintendent of the Manhasset Union Free School District (“District”) has commenced a leave of absence from the position of Superintendent of Schools; and

WHEREAS, pursuant to Education Law section 1711, certain necessary District functions are exclusively within the purview of a duly certified Superintendent of Schools; and

WHEREAS, Dr. Passi possesses appropriate certification to serve as Superintendent of Schools under New York State law; and

WHEREAS, Dr. Passi has wide knowledge of District operations and the confidence of the Board in his abilities to serve as Acting Superintendent of Schools as a result of his service as the District’s Assistant Superintendent for Curriculum and Instruction, as well as having significant responsibility for human resources; and

WHEREAS, in view of the foregoing, the Board has offered to employ Dr. Passi on a temporary basis to serve as Acting Superintendent of Schools upon the terms and conditions set forth herein; and

WHEREAS, Dr. Passi has accepted such offer; and

WHEREAS, it is the parties’ belief that a written contract fully specifying the terms and conditions of Dr. Passi’s employment as Acting Superintendent of Schools 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:** Dr. Passi shall serve as Acting Superintendent of Schools, effective May 28, 2021 until the Board shall determine that it is no longer necessary to employ an Acting Superintendent of Schools. Such service as Acting Superintendent shall be counted toward his probationary period for his position as Assistant Superintendent for Curriculum and Instruction.
2. **Certification:** Dr. Passi shall possess a valid certificate to act as a school administrator in the State of New York at all times during the term of his employment with the District.
3. **Duties:** Dr. Passi shall continue to perform his duties as Assistant Superintendent for Curriculum and Instruction in addition to performing those statutory duties which are required by New York Education Law to be performed exclusively by the superintendent of schools. Dr. Passi shall work collaboratively with the District's Deputy Superintendent for Business and Operations and the District's Executive Director for District Special Education Programs and Pupil Personnel Services in all aspects of school district governance and operations.
4. **Compensation:** For his service as Acting Superintendent, Dr. Passi shall be paid a monthly stipend of two thousand dollars (\$2,000). Dr. Passi shall continue to receive his salary and benefits as set forth in his employment agreement as Assistant Superintendent for Curriculum and Instruction dated May 9, 2019 and as subsequently amended by the Board.
5. **Disciplinary Procedures; Discontinuance; Termination:** During his service as Acting Superintendent, Dr. Passi shall be entitled to due process, specifically, he shall be subject

to discharge for just cause, including, but not limited to, notice of written charges, and the right to a hearing on such charges before an impartial arbitrator not employed by the District. Such due process rights shall continue following the conclusion of his service as Acting Superintendent for any acts committed during his service as Acting Superintendent. Notwithstanding the above, nothing herein shall limit the Board's right to terminate this agreement at such point as the Board determines that it no longer needs the services of an Acting Superintendent.

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

BOARD OF EDUCATION OF THE
MANHASSET UNION FREE SCHOOL DISTRICT

BY: Patricia Aitken
Patricia Aitken, President

Gaurav Passi
Gaurav Passi, Ed.D.