

FIRST AMENDMENT to the Agreement dated July 6, 2023, by and between the **BOARD OF EDUCATION OF THE GREAT NECK UNION FREE SCHOOL DISTRICT**, with offices for the transaction of business located at 345 Lakeville Road, Great Neck, New York 11020 (hereinafter referred to as the "Board") and **DIANA HAANRAADTS** (hereinafter referred to as the "Assistant Superintendent for Elementary Education" or "Assistant Superintendent").

WITNESSETH

WHEREAS, the parties entered into an Agreement dated the 6th day of July, 2023 (hereinafter the "Agreement") establishing the benefits and other remunerations paid to the Assistant Superintendent for Elementary Education by the Board for her services as Assistant Superintendent for Elementary Education; and

WHEREAS, the parties are desirous of amending said Agreement based on the terms and conditions set forth herein.

NOW, THEREFORE, based upon the mutual covenants and understanding of the parties, it is hereby agreed:

1. Effective Date

Effective July 1, 2024, the first sentence of Section 1 shall be replaced as follows:

"This Agreement shall be effective on July 1, 2024 through June 30, 2025 subject to the continuation of the Assistant Superintendent's probationary appointment."

2. Salary

Effective July 1, 2024, Section 3(A) shall be replaced as follows:

"The Assistant Superintendent's base salary for the period of July 1, 2024 through June 30, 2025 shall be \$260,600.00."

3. Life Insurance

Effective July 1, 2024, Section 4(D)(ii) shall be replaced as follows:

"In addition, the Assistant Superintendent shall be provided with a Group Term Life Insurance in the face amount of \$200,000.00 while employed by the District. Such coverage shall continue subsequent to the Assistant Superintendent's retirement from the District until she attains age 65, and the premium for such coverage shall be paid by the District."

4. Work Year and Vacation

Effective July 1, 2024, Section 4(I) concerning work year and vacation shall be replaced as follows:

- i. The Assistant Superintendent's work year shall be twelve months (July 1st through June 30th). The Assistant Superintendent shall not generally be required to work during the Christmas recess, winter recess or Easter/Passover recess, or during any of the school holidays indicated by the official District calendar, absent unusual or extenuating circumstances.
- ii. The Assistant Superintendent shall be credited with twenty-five (25) days of vacation on each July 1st of this Agreement. These days are to be taken at the discretion of the Assistant Superintendent upon prior reasonable notice to the Superintendent of Schools.
- iii. Accrued, unused vacation days may be banked up to a maximum of thirty-five (35) days. Unused banked vacation days above thirty-five (35) days shall be forfeited on June 30th of each year (*e.g.*, for purposes of clarity, on July 1st of a given year, the Assistant Superintendent has 35 banked days and is awarded 25 days for a total of 60 days. On June 30th, the Assistant Superintendent for Elementary Education has 55 days remaining in her bank, so she forfeits 20 days).
- iv. On or before June 30th of each year, the first seven (7) unused vacation days from that school year will be cashed out at the Assistant Superintendent's daily rate of pay (1/220th of her annual salary). The remainder of the unused vacation days will be rolled into the Assistant Superintendent's vacation bank to the extent permissible under paragraph "ii" above (*e.g.*, for purposes of clarity, on June 30th of a given year, the Assistant Superintendent has 18 unused vacation days and is required to cash-in 7 days. The remaining 11 days will be rolled into the vacation bank subject to paragraph "ii" above).
- v. Upon separation from the District, the value of the unused vacation days in the Assistant Superintendent's vacation bank (at the Assistant Superintendent's daily rate at time of separation (1/220th of her annual salary)), not to exceed thirty-five (35) unused vacation days, shall be contributed by the District as a non-elective employer contribution to the Assistant Superintendent's Section 403(b) plan account to the extent permissible under applicable Internal Revenue Code rules and regulations, and applicable rules governing the District's Section 403(b) plan.

5. Retirement

Effective July 1, 2024, the second sentence of Section 4(A)(iv) of the Agreement shall be amended for clarity as follows:

"For individual coverage, the health insurance benefit shall consist of payment by the District of fifty percent (50%) of the cost of the health insurance premium. For family coverage,

District's payment shall be fifty percent (50%) of the individual plan premium plus thirty-five percent (35%) of the difference between the family plan and the individual plan. For either plan, the Assistant Superintendent for Elementary Education shall contribute the remaining balance of the premium."

6. Removal of Certain Provisions

Effective July 1, 2024, Section 4(G)(iii) of the Agreement concerning expense reimbursement shall be removed from the Agreement.

Dated: July 9, 2024

Great Neck, New York

**GREAT NECK UNION FREE SCHOOL
DISTRICT**



President, Board of Education

**ASSISTANT SUPERINTENDENT FOR
ELEMENTARY EDUCATION**



Diana Haanraads

SALARY AND BENEFITS AGREEMENT

AGREEMENT made this __ day of July, 2023 by and between the Board of Education of the Great Neck Union Free School District, with offices for the transaction of business located at 345 Lakeville Road, Great Neck, New York 11020 (hereinafter referred to as the "Board" or the "District") and Diana Haanraads, [REDACTED] (hereinafter referred to as the "Assistant Superintendent for Elementary Education" or "Assistant Superintendent").

WHEREAS, the Board has been advised that it is legally permissible for the Board to contractually obligate itself to provide the terms and conditions of employment herein more particularly described, and

WHEREAS, both parties acknowledge that the termination of the employment of the Assistant Superintendent for Elementary Education, her employment status as a probationary employee, and whether she will be granted tenure at the conclusion of her probationary period are subject solely to the procedures set forth at length in various provisions of the Laws of the State of New York and nothing herein contained shall be deemed to have modified the foregoing in any respect.

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

1. EFFECTIVE DATE

This Agreement shall be effective on September 1, 2023. Nothing in this agreement shall be construed to constitute any financial obligation to the Assistant Superintendent should she not be awarded tenure, or in any way limit the ability of the Board to terminate her employment prior to or after the award of tenure in accordance with the law without financial obligation beyond that which she has earned as of the date of termination.

2. EMPLOYMENT

The Assistant Superintendent agrees to serve until resignation, retirement, change of position, or removal from office pursuant to law, as the District's Assistant Superintendent for Elementary Education and shall have the responsibilities and be required to perform the duties as set forth in the Education Law. The Assistant Superintendent represents and warrants that she possesses all applicable and required State Education Department Certifications, and shall continue to maintain such Certifications during the term of her employment by the Board. The Assistant

Superintendent shall cooperate fully with any distinguished educator appointed by the Commissioner of Education.

3. **SALARY**

- A. The Assistant Superintendent's base salary for the period of September 1, 2023 through June 30, 2024 shall be Two Hundred Fifty-Five Thousand Dollars (\$255,000.00), pro-rated.
- B. The Assistant Superintendent shall be paid in equal installments in accordance with the Board's rules governing payment of other District professional staff members.
- C. Any subsequent salary increases shall be as negotiated and approved by the Board by way of a personnel action on a Board agenda, but in no event shall the Assistant Superintendent's salary for any year be less than the salary she received the prior year.
- D. Any salary increases shall be subject to the Superintendent's annual evaluation of the Assistant Superintendent and determination that the Assistant Superintendent's performance in the prior year has been satisfactory.
- E. Any increase in the Assistant Superintendent's salary or benefits shall be in the form of an amendment to this Agreement; and it shall not be considered that the Board and the Assistant Superintendent have entered into a new agreement, unless expressly stated in writing signed by both parties hereto.
- F. It is understood that the salary and benefits outlined in this Agreement shall continue without modification unless modified by mutual agreement.

4. **BENEFITS AND WORKING CONDITIONS**

A. **Health Insurance**

- i. The group State Health program provided by the District to its Administrators, or its equivalent, will be made available to the Assistant Superintendent on an individual or family basis (including domestic partners), subject to regulations and conditions established by the insurance carrier. The District will pay 85% of either the individual or family coverage, whichever plan is elected.

- ii. Excess major medical insurance shall be provided in accord with the provision of same to other District-wide managerial administrators.
- iii. The Assistant Superintendent may relinquish and waive health insurance coverage. Should the Assistant Superintendent opt out of health insurance or reduce coverage from family to individual, she will be reimbursed fifty percent (50%) of the expense that the District would have had to pay to provide coverage for such employee and dependents, as the case may be, provided there is no statute, regulation, rule, policy memorandum or other legal mandate prohibiting such payment. Such payment shall be made in two (2) installments payable in December and June of each calendar year in which the Assistant Superintendent has elected to waive coverage under this provision.
- iv. Upon completing a minimum of ten (10) years of employment in the District, the Assistant Superintendent shall be eligible for the continuation of health insurance coverage provided by the District into retirement. The health insurance benefit shall consist of payment by the District of 50% of the cost of the health insurance premium for individual coverage and 35% of the cost of the premium for dependent coverage, including domestic partners.

B. Dental Insurance

The Assistant Superintendent shall be provided with a comprehensive dental expense benefit plan, in accord with the provision of same to other District-wide managerial administrators.

C. Optical Insurance

The Assistant Superintendent shall be provided with the optical expense benefit plan, in accordance with the provision of same to other District-wide managerial administrators.

D. Life Insurance

- i. While employed by the District, in each year of this Agreement, the District shall pay the Assistant Superintendent the amount of Eight Hundred and Eighty Seven Dollars (\$887.00) toward the annual premium amount of a life insurance policy to be purchased by the Assistant Superintendent. Said sum shall be reimbursed to the Assistant Superintendent on December 1st and upon the District's

receipt of proof of payment of the annual premium by the Assistant Superintendent.

- ii. In addition, the Assistant Superintendent shall be provided with a Group Term Life Insurance in the face amount of Fifty Thousand Dollars (\$50,000.00) while employed by the District.

E. Sick and Personal Leave

- i. The Assistant Superintendent is herewith credited with an initial unearned sick leave bank of fifty-five (55) days. Upon earning sick leave during employment, unused earned sick leave days will be deemed to replace a like number of the unearned sick bank days, until said 55 day bank is entirely replaced by earned days.
- ii. The Assistant Superintendent shall be credited with 15 sick days each school year, as of the beginning of the year on July 1st.
- iii. Upon separation from the District, unused earned accumulated days, excluding such days as may be in the initial unearned 55 day bank, shall be paid at the rate of one day's pay (1/220 of annual salary at separation) for every three (3) days accrued, up to a maximum of 113 paid days. Such payment for such unused sick days as is authorized under this section shall be made as a non-elective employer contribution to a 403(b) program to the extent permissible under applicable Internal Revenue Code rules and regulations, and applicable rules governing the section 403 (b) plan.
- iv. Personal leave time is provided at the rate of three (3) days per year, with unused personal days accruing as sick days. Use of personal time is subject to prior approval by the Superintendent of Schools.

F. Workers' Compensation and Jury Duty Leave Time

- i. If the Assistant Superintendent is required to serve jury duty, full salary shall be paid without deduction from accumulated leave during the period of such service.
- ii. If the Assistant Superintendent incurs an on the job injury, she will receive her regular salary and fringe benefits for a maximum of 12 months from the date of injury without loss of accumulated sick leave.

G. Professional Conferences, Membership Dues and Expense Reimbursement

- i. The Assistant Superintendent shall be encouraged to attend such professional conferences, workshops and meetings at the local, state and national levels as will further her professional development, subject to prior budgetary and attendance approval by the Superintendent of Schools.
- ii. The District shall pay the Assistant Superintendent's membership dues in such professional organizations that are customarily part of the professional organizations to which assistant superintendents for elementary education belong, subject to prior budgetary approval by the Superintendent of Schools.
- iii. The District shall reimburse the Assistant Superintendent for all authorized expenses incurred within the scope of employment in accordance with Board policy and regulation; this includes up to \$500 each school year for reimbursement of documented meal expenses (excluding alcoholic beverages). Supporting vouchers shall be submitted for all expenditures. All such reimbursements shall be made in accord with school district policy, law, and other applicable regulations. All documented receipts must be submitted to the Superintendent of Schools no later than June 30th of each school year in order to qualify for reimbursement.

H. Tax Sheltered Annuity Program

- i. The Assistant Superintendent shall be eligible to participate in a tax sheltered annuity program in accord with the provision of same to other District-wide managerial administrators.
- ii. Upon receipt of a satisfactory annual evaluation at the end of each school year, the District shall contribute one and one half percent (1.5%) of the Assistant Superintendent's annual salary for the school year covered by the annual evaluation to the Assistant Superintendent's tax sheltered annuity. Said contribution shall be made by the District on or about June 30th.

I. Work Year and Vacation

- i. The Assistant Superintendent's work year shall be all days worked by District administrative staff between September 1st and June 30th of

each year, plus 20 workdays in the calendar months of July and August, to be scheduled with the approval of the Superintendent of Schools. The balance of July and August days are considered vacation days, and shall be used as such, unless the Superintendent of Schools requires the presence of the Assistant Superintendent during any such days.

- ii. The Assistant Superintendent may retain up to five (5) vacation days to be utilized during the following school year, with the approval of the Superintendent of Schools. Accrued, unused vacation days may be banked up to a maximum of thirty-five (35) days, with payment for such banked days available upon separation from the District at the Assistant Superintendent's then daily rate at time of separation (1/220 of annual salary). Such payment for unused vacation days as is authorized under this section shall be made as a non-elective employer contribution to a 403(b) program to the extent permissible under applicable Internal Revenue Code rules and regulations, and applicable rules governing the section 403 (b) plan.
- iii. The Assistant Superintendent shall be permitted on an annual basis to cash in up to seven (7) unused vacation days upon submitting notice to the Superintendent of Schools by June 15, 2024, with a payment date by June 30, 2024.

J. Heirs

Any payment due and owing to the Assistant Superintendent under Paragraphs 4(E) and 4(I) hereinabove shall be paid to the Assistant Superintendent's designated NYSTRS death benefit beneficiary in the event of the death of the Assistant Superintendent during her employment at the District under the terms of this Agreement.

5. WRITTEN AGREEMENT:

This Agreement shall continue in full force and effect during the term of employment of the Assistant Superintendent unless otherwise terminated, modified or extended in accordance with the provisions of this agreement, including the whereas clauses, or by an agreement in writing between the parties.

6. 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

the 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 the 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 as reasonably implements the intent of the parties under the deleted provision.

7. **APPLICABLE LAW:**

This Agreement is subject to all applicable laws of the State of New York, rules and regulations of the State Board of Regents and the Commissioner of Education, and rules, regulations, and policies of the District. If any provisions of this Agreement or any application of the Agreement to the Assistant Superintendent shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

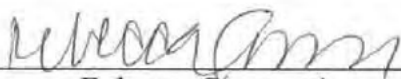
8. **ENTIRE AGREEMENT:**

This Agreement constitutes the full and complete agreement between the Board and the Assistant Superintendent and may not be altered, changed, added to, deleted from, or modified except through the mutual written consent of the parties.

Dated: Great Neck, New York
July __, 2023

**GREAT NECK UNION FREE
SCHOOL DISTRICT**

**ASSISTANT SUPERINTENDENT
FOR ELEMENTARY EDUCATION**



Rebecca Sassouni
President, Board of Education



Diana Haanraadts