

SALARY AND BENEFITS AGREEMENT

AGREEMENT made this 13th day of February, 2025 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 Dr. Daniel J. Holtzman, residing at [REDACTED] (hereinafter referred to as the "Assistant Superintendent for Secondary 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 Secondary Education, his employment status as a probationary employee, and whether he will be granted tenure at the conclusion of his 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 March 17, 2025. Nothing in this agreement shall be construed to constitute any financial obligation to the Assistant Superintendent should he not be awarded tenure, or in any way limit the ability of the Board to terminate his employment prior to or after the award of tenure in accordance with the law without financial obligation beyond that which he 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 Secondary 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 he possesses all applicable and required State Education Department Certifications, and shall continue to maintain such Certifications during the term of his 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 March 17, 2025 through June 30, 2025 shall be Two Hundred Sixty-Five Thousand Dollars (\$265,500.00), pro-rated.
- B. Effective July 1, 2025, the Assistant Superintendent's base salary for the period of July 1, 2025 through June 30, 2026 shall be Two Hundred Seventy Thousand Eight Hundred Ten Dollars (\$270,810.00).
- C. The Assistant Superintendent shall be paid in equal installments in accordance with the Board's rules governing payment of other District professional staff members.
- D. 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 he received the prior year.
- E. 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.
- F. 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.
- G. 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, he 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. 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, the District's payment shall be 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 shall contribute the remaining balance of the premium.

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 Two Hundred Thousand (\$200,000.00) while employed by the District. Such coverage shall continue subsequent to the Assistant Superintendent's retirement from the District until he attains age 65, and the premium for such coverage shall be paid by the District.

E. **Sick and Personal Leave**

- i. The Assistant Superintendent is herewith credited with an initial sick leave bank of ninety (90) days that is carried forward from his prior position as a Secondary Principal.
- ii. Effective July 1, 2025, 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 sick days shall be paid at the rate of one day's pay (1/220 of annual salary at separation) for every two (2) days accrued, up to a maximum of 165 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. For the balance of the 2024-25 school year, the Assistant Superintendent shall have two (2) personal days. Effective July 1, 2025, personal leave time is provided at the rate of three (3) days per year. Unused personal days shall accrue 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, he will receive his 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 his 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 secondary education belong, subject to prior budgetary approval by the Superintendent of Schools.

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 \$5,000 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 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 not receive any vacation days for the balance of the 2024-25 school year. Thereafter, 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 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 has 55 days remaining in his bank, so he 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 his 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 under paragraph "iii" 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 "iii" 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 his 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.

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 his employment at the District under the terms of this Agreement.

K. Longevity

Upon successful completion of his three (3) year probationary period, the Assistant Superintendent shall receive an annual, non-cumulative longevity payment of \$6,000 to be paid in equal installments through the District's regular payroll. In the event that the probationary period ends subsequent to July 1st of the given year, said sum shall be pro-rated for that year.

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
February 13, 2025

**GREAT NECK UNION FREE
SCHOOL DISTRICT**



Grant Toch
President, Board of Education

2/13/25

**ASSISTANT SUPERINTENDENT
FOR SECONDARY EDUCATION**



Dr. Daniel J. Holtzman

2/13/25