

**SIXTH AMENDMENT**, made this 8<sup>th</sup> day of July, 2025, to the Agreement dated March 15, 2011, 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 **JOSEPH G. HICKEY, Ed.D.** (hereinafter referred to as the “Assistant Superintendent for Special Education and Pupil Personnel Services” or “Assistant Superintendent”).

**WITNESSETH**

**WHEREAS**, the parties entered into an Agreement dated March 15, 2011 (hereinafter the “Agreement”) establishing the benefits and other remunerations paid to the Assistant Superintendent by the Board for his services as Assistant Superintendent for Special Education and Pupil Personnel Services; and

**WHEREAS**, the parties entered into a First Amendment to the Agreement dated January 27, 2014; and

**WHEREAS**, the parties entered into a Second Amendment to the Agreement dated July 5, 2017; and

**WHEREAS**, the parties entered into a Third Amendment to the Agreement dated July 5, 2018; and

**WHEREAS**, the parties entered into a Fourth Amendment to the Agreement dated December 16, 2019; and

**WHEREAS**, the parties entered into a Fifth Amendment to the Agreement dated July 9, 2024; and

**WHEREAS**, the parties are desirous of providing for further amendment of the 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. Wages**

Effective July 1, 2025, Section 3(A), as modified, shall be replaced as follows:

**A.**

- i. The Assistant Superintendent’s base salary for the period of July 1, 2025 through June 30, 2026 shall be \$291,983.

- ii. The Assistant Superintendent's base salary for the period of July 1, 2026 through June 30, 2027 shall be \$300,742.

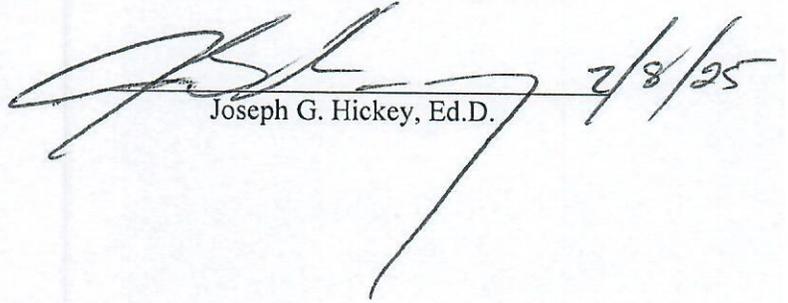
IN WITNESS WHEREOF, the parties have executed this Amendment the day and year as written above.

**GREAT NECK UNION FREE  
SCHOOL DISTRICT**



\_\_\_\_\_  
President, Board of Education

**ASSISTANT SUPERINTENDENT  
FOR SPECIAL EDUCATION AND  
PUPIL PERSONNEL SERVICES**



\_\_\_\_\_  
Joseph G. Hickey, Ed.D.

**FIFTH AMENDMENT** to the Agreement dated March 15, 2011, 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 **JOSEPH G. HICKEY, Ed.D.** (hereinafter referred to as the "Assistant Superintendent for Special Education and Pupil Personnel Services" or "Assistant Superintendent").

**WITNESSETH**

**WHEREAS**, the parties entered into an Agreement dated the 15<sup>th</sup> day of March, 2011 (hereinafter the "Agreement") establishing the benefits and other remunerations paid to the Assistant Superintendent by the Board for his services as Assistant Superintendent for Special Education and Pupil Personnel Services; and

**WHEREAS**, the parties entered into a First Amendment to the Agreement dated January 27, 2014; and

**WHEREAS**, the parties entered into a Second Amendment to the Agreement dated July 5, 2017; and

**WHEREAS**, the parties entered into a Third Amendment to the Agreement dated July 5, 2018; and

**WHEREAS**, the parties entered into a Fourth Amendment to the Agreement dated December 16, 2019; and

**WHEREAS**, the parties are desirous of further 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. Work Year**

Effective July 1, 2024, Section "2" concerning work year shall be renamed "Work Year and Vacation" and shall be replaced as follows:

- A. The Assistant Superintendent's work year shall be twelve months (July 1<sup>st</sup> through June 30<sup>th</sup>). 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.
- B. The Assistant Superintendent shall be credited with fifteen (15) days of vacation on each July 1<sup>st</sup> 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.

- C. Accrued, unused vacation days may be banked up to a maximum of forty-five (45) days. Unused banked vacation days above forty-five (45) days shall be forfeited on June 30<sup>th</sup> of each year (*e.g.*, for purposes of clarity, on July 1<sup>st</sup> of a given year, the Assistant Superintendent has 45 banked days and is awarded 15 days for a total of 60 days. On June 30<sup>th</sup>, the Assistant Superintendent has 55 days remaining in his bank, so he forfeits 10 days).
- D. 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 (1/220<sup>th</sup> of his annual salary)), not to exceed forty-five (45) 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.

## 2. Wages

Effective July 1, 2024, Section "3" concerning salary shall be renamed to "Wages" and replaced as follows:

- A. The Assistant Superintendent's base salary for the period of July 1, 2024 through June 30, 2025 shall be \$283,479.00.
- 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 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.
- D. It is understood that the salary and benefits outlined in this Agreement shall continue without modification unless modified by mutual agreement.
- E. The Assistant Superintendent's salary shall not be diminished from that paid the previous year.
- F. Effective July 1, 2024, 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.
- G. Effective July 1, 2024, 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 30<sup>th</sup>.

**3. Payment for Unused Sick Leave**

Effective July 1, 2024, the last sentence of the first paragraph of Section "4" concerning payment for unused sick leave shall be replaced as follows:

"Upon separation from the District, unused earned accumulated sick days shall be paid at the rate of one day's pay (1/220th 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."

**4. Life Insurance**

Effective July 1, 2024, the second sentence of Section "6" concerning group term life insurance 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 he attains age 65, and the premium for such coverage shall be paid by the District."

**5. Retirement**

Effective July 1, 2024, the second sentence of Section "11" 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 shall contribute the remaining balance of the premium."

**6. Removal of Certain Provisions**

Effective July 1, 2024, Section "9" of the Agreement concerning expense reimbursement shall be removed from the Agreement.

Effective July 1, 2024, paragraph "4" of the Second Amendment concerning payment of unused sick and vacation days into a 403(b) account upon separation shall be removed as it has been incorporated into the appropriate and respective sections herein.

Dated: July 9, 2024  
Great Neck, New York

**GREAT NECK UNION FREE SCHOOL  
DISTRICT**



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President, Board of Education

**ASSISTANT SUPERINTENDENT FOR  
SPECIAL EDUCATION AND PUPIL  
PERSONNEL SERVICES**



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Joseph G. Hickey, Ed.D.

**GREAT NECK PUBLIC SCHOOLS**  
345 Lakeville Road  
Great Neck, New York 11020

**REVISED**  
**FOURTH AMENDMENT TO MEMORANDUM OF AGREEMENT**  
**RE: EMPLOYMENT BENEFITS**

**ASSISTANT SUPERINTENDENT FOR SPECIAL EDUCATION,  
PUPIL PERSONNEL SERVICES AND CAPITAL PROJECTS**

WHEREAS, the Board of Education of the Great Neck Public Schools ("BOARD") approved a Memorandum of Agreement ("AGREEMENT") dated March 15, 2011 between the Board and Joseph G. Hickey as Assistant Superintendent for Special Education and Pupil Personnel Services ("ASSISTANT SUPERINTENDENT") regarding the ASSISTANT SUPERINTENDENT'S terms and conditions of employment; and

WHEREAS, pursuant to a resolution duly adopted by the BOARD at its meeting held January 27, 2014, the BOARD authorized a First Amendment to the AGREEMENT; and

WHEREAS, pursuant to a resolution duly adopted by the BOARD at its meeting held July 5, 2017, the BOARD authorized a Second Amendment to the AGREEMENT; and

WHEREAS, pursuant to a resolution duly adopted by the BOARD at its meeting held July 5, 2018, the BOARD authorized a Third Amendment to the AGREEMENT; and

WHEREAS, it is desired now to approve a Fourth Amendment to the AGREEMENT to set forth the following changes;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by and between the parties as follows:

1. The AGREEMENT and the First, Second and Third Amendments thereto recited above are hereby ratified and affirmed.
2. Effective October 16, 2019, it is recognized that Joseph G. Hickey be duly appointed to the position of Assistant Superintendent for Special Education, Pupil Personnel Services and Capital Projects of the GREAT NECK UNION FREE SCHOOL DISTRICT, a position considered MANAGERIAL under the Taylor Law of the State of New York.
3. Section 2 ("WORK YEAR") of the AGREEMENT shall be amended by adding a second paragraph to read in its entirety as follows:

"Additionally, ASSISTANT SUPERINTENDENT shall, upon written notice, be permitted to cash in unused vacation days in accordance with the following schedule:

<u>Number of days</u>	<u>Notice Submission Date</u>	<u>Payment Date</u>
Up to 5 days	On or before 06/15/20	On or before 07/15/20
Up to 6 days	On or before 06/15/21	On or before 07/15/21
Up to 7 days	On or before 06/15/22	On or before 07/15/22
Up to 8 days	On or before 06/15/23	On or before 07/15/23
Up to 9 days	On or before 06/15/24	On or before 07/15/24"

3. Section 3 ("SALARY") of the AGREEMENT shall be amended by adding a third paragraph to read in its entirety as follows:

"Effective November 1, 2019, ASSISTANT SUPERINTENDENT shall receive a longevity payment of \$3,000. This non-cumulative longevity payment of \$3,000 shall be paid annually on each July 1, thereafter."

4. Effective October 16, 2019, the first paragraph of Section 3 ("SALARY") of the AGREEMENT shall be amended to read in its entirety as follows:

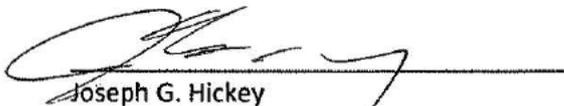
"3. SALARY

Effective October 16, 2019, the ASSISTANT SUPERINTENDENT'S annual base salary shall be \$245,139 (\$173,640 prorated) which reflects an advancement to step 12 of the salary schedule. Effective July 1, 2020, the ASSISTANT SUPERINTENDENT will no longer be on a salary schedule and the annual base salary of the ASSISTANT SUPERINTENDENT shall be \$250,042. Effective July 1, 2021, the annual base salary of the ASSISTANT SUPERINTENDENT shall be \$255,043. Effective July 1, 2022, the annual base salary of the ASSISTANT SUPERINTENDENT shall be \$260,144. Effective July 1, 2023, the annual base salary of the ASSISTANT SUPERINTENDENT shall be \$265,347. The aforementioned salary increases shall be subject to the Superintendent's determination that the ASSISTANT SUPERINTENDENT'S performance in the prior year has been satisfactory. Any subsequent salary increases shall be as negotiated and approved by the District's BOARD of Education by way of a personnel action on a board agenda, but in no event shall the ASSISTANT SUPERINTENDENT'S annual base salary for any year be less than the annual base salary he received in the preceding year."

5. Section 5 ("HEALTH INSURANCE") of the AGREEMENT shall be amended by adding a second paragraph to read in its entirety as follows:

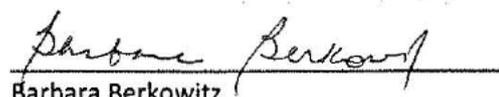
"Should ASSISTANT SUPERINTENDENT opt out of health insurance or reduce coverage from family to individual, he will be reimbursed 50% of the expense the District would have had to pay to provide coverage for such employee and dependents, as the case may be."

I agree to the terms and conditions of this Memorandum of Agreement:



Joseph G. Hickey  
Assistant Superintendent for Special Education,  
Pupil Personnel Services and Capital Projects

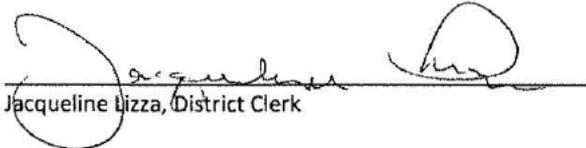
Dated: December 16, 2019



Barbara Berkowitz  
President, Great Neck Board of Education

Dated: December 16, 2019

This Amendment was approved by action of the Great Neck Public School Board of Education at its meeting of December 16, 2019.



Jacqueline Lizza, District Clerk

GREAT NECK PUBLIC SCHOOLS  
345 Lakeville Road  
Great Neck, New York 11020

THIRD AMENDMENT TO MEMORANDUM OF AGREEMENT  
RE: EMPLOYMENT BENEFITS  
ASSISTANT SUPERINTENDENT FOR SPECIAL EDUCATION AND PUPIL PERSONNEL SERVICES

WHEREAS, the Board of Education of the Great Neck Public Schools ("Board") approved a Memorandum of Agreement ("Agreement") dated March 15, 2011 between the Board and Joseph G. Hickey as Assistant Superintendent for Special Education and Pupil Personnel Services ("Assistant Superintendent") regarding the Assistant Superintendent's terms and conditions of employment; and

WHEREAS, pursuant to a resolution duly adopted by the Board at its meeting held January 27, 2014, the Board authorized a First Amendment to the Agreement; and

WHEREAS, pursuant to a resolution duly adopted by the Board at its meeting held July 5, 2017, the Board authorized a Second Amendment to the Agreement; and

WHEREAS, it is desired now to approve a Third Amendment to the Agreement to set forth the following changes which shall be effective July 1, 2021;

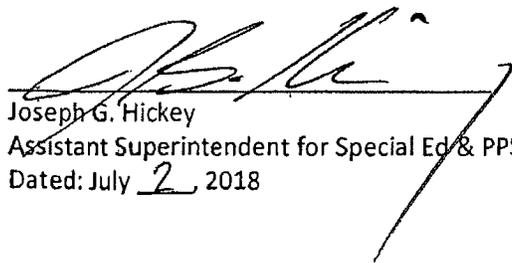
NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by and between the parties as follows:

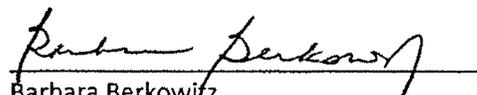
1. The Agreement and the First and Second Amendment thereto recited above are hereby ratified and affirmed.
2. Section 3 ("SALARY") of the Agreement shall be amended to read in its entirety as follows:

"3. SALARY

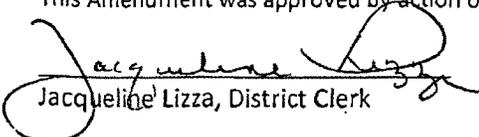
" Effective July 1, 2021, the Assistant Superintendent will no longer be on a salary schedule and the annual base salary of the Assistant Superintendent shall be \$250,042. The aforementioned salary increase shall be subject to the Superintendent's determination that the Assistant Superintendent's performance in the prior year has been satisfactory. Any subsequent salary increases shall be as negotiated and approved by the District's Board of Education by way of a personnel action on a Board agenda, but in no event shall the Assistant Superintendent's annual base salary for any year be less than the annual base salary he received in the preceding year."

I agree to the terms and conditions of this Memorandum of Agreement:

  
Joseph G. Hickey  
Assistant Superintendent for Special Ed & PPS  
Dated: July 2, 2018

  
Barbara Berkowitz  
President, Great Neck Board of Education  
Dated: July 5, 2018

This Amendment was approved by action of the Great Neck Public School Board of Education at its meeting of July 5, 2018.

  
Jacqueline Lizza, District Clerk

**GREAT NECK PUBLIC SCHOOLS**  
*345 Lakeville Road*  
*Great Neck, New York 11020*

**SECOND AMENDMENT TO MEMORANDUM OF AGREEMENT**  
**RE: EMPLOYMENT BENEFITS**

**ASSISTANT SUPERINTENDENT FOR SPECIAL EDUCATION AND PUPIL PERSONNEL SERVICES**

WHEREAS, the Board of Education of the Great Neck Public Schools ("Board") approved a Memorandum of Agreement ("Agreement") dated March 15, 2011 between the Board and Joseph G. Hickey as Assistant Superintendent for Special Education and Pupil Personnel Services ("Assistant Superintendent") regarding the Assistant Superintendent's terms and conditions of employment; and

WHEREAS, pursuant to a resolution duly adopted by the Board at its meeting held January 27, 2014, the Board authorized a First Amendment to the Agreement; and

WHEREAS, it is desired now to approve a Second Amendment to the Agreement to set forth the following changes, which shall be effective July 1, 2017;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by and between the parties as follows:

1. The Agreement and the First Amendment thereto recited above are hereby ratified and affirmed.
2. Section 3 ("SALARY") of the Agreement shall be amended to read in its entirety as follows:

**"3. SALARY**

"The annual salary of the Assistant Superintendent for Special Education and Pupil Personnel Services shall be in accord with the attached salary schedule. Effective July 1, 2017, the annual salary of the Assistant Superintendent shall be \$228,478, as specified on step 9 of the salary schedule. Effective July 1, 2018, the Assistant Superintendent shall advance to step 10 of the salary schedule; effective July 1, 2019, the Assistant Superintendent shall advance to step 11 of the salary schedule; and effective July 1, 2020, the Assistant Superintendent shall advance to step 12 of the salary schedule, provided that each such step advancement shall be subject to the Superintendent's determination that the Assistant Superintendent's performance in the prior year has been satisfactory. Any subsequent salary increases shall be as negotiated and approved by the District's Board of Education by way of a personnel action on a Board agenda, but in no event shall the Assistant Superintendent's annual salary for any year be less than the annual salary he received in the preceding year."

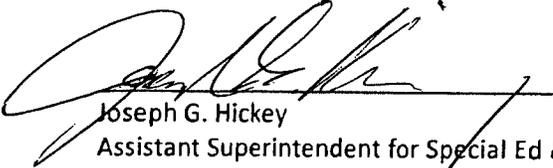
3. Section 10 ("Tax Sheltered Annuity Program") of the Agreement shall be amended to add the following:

"Upon receipt of a satisfactory annual evaluation at the end of each school year, the District shall contribute 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."

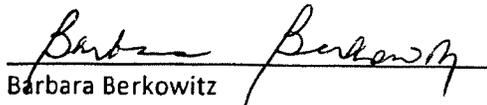
4. Section 4 ("SICK, PERSONAL, WORKERS COMPENSATION, AND JURY DUTY LEAVE TIME") shall be amended such that upon separation from District service, payment for such unused sick and vacation days as is authorized under this section shall be made as a non-elective employer contribution to a 403(b) program to the extent permissible under applicable Internal Revenue Code rules and regulations, and applicable rules governing the section 403(b) plan.

5. Section 4 shall be further amended such that effective July 1, 2017, the Assistant Superintendent shall be entitled to three personal leave days annually.

I agree to the terms and conditions of this Memorandum of Agreement:

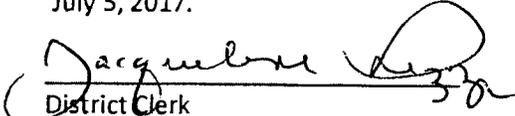
  
Joseph G. Hickey  
Assistant Superintendent for Special Ed & PPS

Dated: July \_\_, 2017

  
Barbara Berkowitz  
President, Great Neck Board of Education

Dated: July 5, 2017

This Amendment was approved by action of the Great Neck Public School Board of Education at its meeting of July 5, 2017.

  
District Clerk

**Assistant Superintendent Salary Schedule**  
**Effective: 07/01/2017**

<u>Step</u>	<u>Salary</u>
01	\$184,402
02	\$188,090
03	\$191,851
04	\$203,764
05	\$214,736
06	\$218,394
07	\$221,528
08	\$224,976
09	\$228,478
10	\$234,123
11	\$237,711
12	\$245,139

COPY

GREAT NECK PUBLIC SCHOOLS  
345 Lakeville Road  
Great Neck, New York 11020

FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT  
RE: EMPLOYMENT BENEFITS

ASSISTANT SUPERINTENDENT FOR SPECIAL EDUCATION AND PUPIL PERSONNEL SERVICES

RECEIVED  
HUMAN RESOURCES  
2014 FEB 12 P 1:25

It is desired to approve a first amendment to the original Memorandum of Agreement re: Employment Benefits for the Assistant Superintendent for Special Education and Pupil Personnel Services (dated March 15, 2011) and to set forth the following changes which are effective as of July 1, 2013:

**2. WORK YEAR**

Unused vacation days may be banked up to a maximum of 45 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).

**3. SALARY**

Effective on July 1, 2013, the annual salary of the ASSISTANT SUPERINTENDENT shall be \$212,000. Effective on July 1, 2014, the annual salary of the ASSISTANT SUPERINTENDENT shall be \$216,240. Effective on July 1, 2015, the annual salary of the ASSISTANT SUPERINTENDENT shall be \$220,565. Any subsequent salary increases shall be as negotiated and approved by the DISTRICT'S Board of Education 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 in the preceding year. A copy of the salary schedules for the school years described above are attached to this agreement.

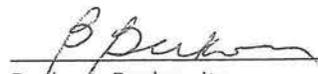
Upon receipt of a satisfactory annual evaluation at the end of each school year, the DISTRICT shall contribute 1.5% of the ASSISTANT SUPERINTENDENT'S annual salary for the school year covered by the annual evaluation to the ASSISTANT SUPERINTENDENT'S tax sheltered annuity.

**9. EXPENSE REIMBURSEMENT**

The DISTRICT shall reimburse the ASSISTANT SUPERINTENDENT for all authorized expenses incurred within the scope of employment; 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 Chief School Business Official no later than June 30 of each school year in order to qualify for reimbursement.

I agree to the terms and conditions of this Memorandum of Agreement:

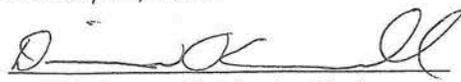
  
Joseph G. Hickey  
Assistant Superintendent for Special Ed & PPS

  
Barbara Berkowitz  
President, Great Neck Board of Education

Dated: January 27, 2014

Dated: January 27, 2014

This Amendment was approved by action of the Great Neck Public School Board of Education at its meeting of January 27, 2014.

  
Diana O'Connell, District Clerk

2013 - 2014

Salary Schedule for Assistant Superintendents

Salary Step	Salary Grade
1	\$183,600
2	\$195,000
3	\$205,500
4	\$209,000
5	\$212,000
6	\$215,300
7	\$218,600
8	\$224,000
9	\$224,000
10	\$224,000
11	\$224,000
12	\$231,000

Effective Date: July 1, 2013

2014 - 2015

Salary Schedule for Assistant Superintendents

Salary Step	Salary Grade
1	\$183,600
2	\$187,272
3	\$198,900
4	\$209,610
5	\$213,180
6	\$216,240
7	\$219,606
8	\$222,972
9	\$228,480
10	\$228,480
11	\$228,480
12	\$235,620

Effective Date: July 1, 2014

2015 - 2016

Salary Schedule for Assistant Superintendents

Salary Step	Salary Grade
1	\$183,600
2	\$187,272
3	\$191,017
4	\$202,878
5	\$213,802
6	\$217,444
7	\$220,565
8	\$223,998
9	\$227,431
10	\$233,050
11	\$233,050
12	\$240,332

Effective Date: July 1, 2015

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2013-2014 2014-2015 2015-2016

MEMORANDUM OF AGREEMENT  
RE: EMPLOYMENT BENEFITS

ASSISTANT SUPERINTENDENT FOR  
SPECIAL EDUCATION AND PUPIL PERSONNEL SERVICES

AGREEMENT, made this <sup>15<sup>th</sup></sup> day of March, 2011, by and between the Great Neck Union Free School District, with offices for the transaction of business located at 345 Lakeville Road, Great Neck, New York 11020 (DISTRICT) and Joseph G. Hickey, [REDACTED] (ASSISTANT SUPERINTENDENT).

**WHEREAS**, the ASSISTANT SUPERINTENDENT was duly appointed to the position of Assistant Superintendent for Special Education and Pupil Personnel Services of the GREAT NECK UNION FREE SCHOOL DISTRICT effective the 13<sup>th</sup> day of December, 2010, a position considered MANAGERIAL under the Taylor Law of the State of New York, and

**WHEREAS**, it is agreed between the parties that this Memorandum of Agreement does not constitute an employment contract, as employment of the ASSISTANT SUPERINTENDENT is governed solely by applicable laws of the State of New York, Regulations of the Commissioner of Education, and such other statutes and regulations as may exist that govern the employment of public school administrators in the State of New York, and

**WHEREAS**, the DISTRICT and ASSISTANT SUPERINTENDENT have determined to codify salary, fringe benefits, and terms and conditions of employment in this memorandum,

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and agreements contained herein, the parties hereby agree as follows:

**1. 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 Special Education and Pupil Personnel Services. The ASSISTANT SUPERINTENDENT represents that the ASSISTANT SUPERINTENDENT possesses all applicable and required State Education Department Certifications, and shall continue to maintain such certifications during the ASSISTANT SUPERINTENDENT'S term of employment by the DISTRICT.

**2. WORK YEAR**

The work year of the ASSISTANT SUPERINTENDENT shall be all days worked by district administrative staff between September 1 and June 30 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. Notwithstanding the above, the ASSISTANT SUPERINTENDENT may retain up to five vacation days to be utilized during the coming school year, with the approval of the Superintendent of Schools. Unused vacation days may be banked up to a maximum of 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).

### **3. SALARY**

Effective with the commencement of employment in the DISTRICT on January 31, 2011, the annual salary of the ASSISTANT SUPERINTENDENT shall be \$192,167. Any subsequent salary increases shall be as negotiated and approved by the DISTRICT'S Board of Education 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 in the preceding year. A copy of the salary schedule currently in effect is attached to this agreement.

Upon receipt of a satisfactory annual evaluation at the end of each school year, the DISTRICT shall contribute 1% of the ASSISTANT SUPERINTENDENT'S annual salary for the school year covered by the annual evaluation to the ASSISTANT SUPERINTENDENT'S tax sheltered annuity.

### **4. SICK, PERSONAL, WORKERS COMPENSATION, AND JURY DUTY LEAVE TIME**

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 fifty-five (55) day bank is entirely replaced by earned days. The ASSISTANT SUPERINTENDENT shall be credited with 15 sick days each school year, as of the beginning of the school year on July 1<sup>st</sup>, except for the initial year of employment. In the initial year, the ASSISTANT SUPERINTENDENT shall be credited with 7 days as of the commencement of employment on January 31, 2011. 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 days accrued, up to a maximum of 113 paid days.

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. The ASSISTANT SUPERINTENDENT will remit to the DISTRICT the total per diem jury fees paid for jury service, if any.

Personal leave time is provided at the rate of 2 days per year, with unused personal days as of June 30<sup>th</sup> being added to the ASSISTANT SUPERINTENDENT'S sick leave bank except for the initial year of employment. In the initial year, the ASSISTANT SUPERINTENDENT shall be credited with 1 personal day. Use of personal time is subject to prior approval by the Superintendent of Schools.

If the ASSISTANT SUPERINTENDENT incurs an on the job injury, the ASSISTANT SUPERINTENDENT will receive regular salary and fringe benefits for a maximum of 12 months from the date of injury without loss of accumulated sick leave.

**5. HEALTH INSURANCE**

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. Excess major medical insurance shall be provided in accord with the provision of same to other district-wide managerial administrators.

**6. LIFE INSURANCE**

While employed by the DISTRICT, the DISTRICT shall pay a premium amount of \$887 per year towards a Term or Universal Life Insurance Policy to be purchased by the ASSISTANT SUPERINTENDENT. In addition, the ASSISTANT SUPERINTENDENT shall be provided with Group Term Life Insurance in the face amount of \$50,000 while employed by the DISTRICT.

**7. 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.

**8. OPTICAL INSURANCE**

The ASSISTANT SUPERINTENDENT shall be provided with an optical expense benefit plan, in accord with the provision of same to other district-wide managerial administrators.

**9. EXPENSE REIMBURSEMENT**

The DISTRICT shall reimburse the ASSISTANT SUPERINTENDENT for all authorized expenses incurred within the scope of employment; 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. The ASSISTANT SUPERINTENDENT shall be encouraged to attend such professional conferences, workshops and meetings at the local, state and national levels as will further the ASSISTANT SUPERINTENDENT'S professional development, subject to prior budgetary and attendance approval by the Superintendent. 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 belong, subject to prior budgetary approval by the Superintendent.

**10. TAX SHELTERED ANNUITY PROGRAM**

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.

**11. RETIREMENT**

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).

**12. 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.

Any substitute provision or section of this Memorandum of Agreement shall be the subject of negotiations between the ASSISTANT SUPERINTENDENT and the DISTRICT, and shall be in writing.

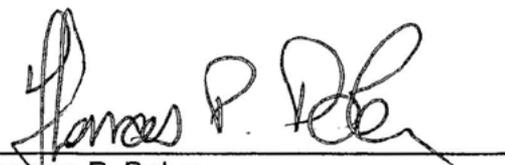
**13. HEIRS**

Any payment due to the ASSISTANT SUPERINTENDENT based under the provisions of Items 2 or 4 shall be paid to the ASSISTANT SUPERINTENDENT'S designated NYSTRS death benefit beneficiary in the event of the death of the ASSISTANT SUPERINTENDENT.

I agree to the terms and conditions of this Memorandum of Agreement:

  
Joseph G. Hickey  
Assistant Superintendent

DATED: 3/11/10

  
Thomas P. Dolan  
Superintendent of Schools

DATED: 3/15/11