

Salary and Benefits Agreement
Assistant Superintendent for Special Education & Pupil Personnel Services

AGREEMENT made this 8th day of June 2023, by and between the BOARD OF EDUCATION of the ELWOOD UNION FREE SCHOOL DISTRICT (hereinafter referred to as the "Board" or the "District") with offices for the transaction of business located at 100 Kenneth Avenue, Greenlawn, New York 11740 and EILEEN KELLY GORMAN, Assistant Superintendent for Special Education and Pupil Personnel Services (hereinafter referred to as the "Assistant Superintendent").

WHEREAS, EILEEN KELLY GORMAN shall be duly appointed to the position of Assistant Superintendent for Special Education and Pupil Personnel Services in the ELWOOD UNION FREE SCHOOL DISTRICT effective the 1st day of July 2023; and

WHEREAS, the District has established certain salary, fringe benefits, and terms and conditions of employment for the Assistant Superintendent, and

WHEREAS, the District and the Assistant Superintendent have determined to codify said salary, fringe benefits, and terms and conditions of employment in this contract; and

WHEREAS, both parties acknowledge that the employment status of the Assistant Superintendent is subject solely to the procedures set forth in various provisions of the Education Law of New York and nothing herein contained shall be deemed to have modified the forgoing in any respect; and

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

I. EMPLOYMENT

The Assistant Superintendent agrees to serve, until resignation, retirement, or removal from office pursuant to the Education Law of the State of New York, as the Assistant Superintendent for Special Education and Pupil Personnel Services. The Assistant Superintendent represents that she possesses all applicable and required State Education Department Certifications.

II. WORK YEAR

This work year for the Assistant Superintendent shall be twelve (12) months, from July 1 to June 30, subject to such vacation, holidays, or leave time set forth in the Agreement.

The Assistant Superintendent is entitled to nineteen (19) holidays with pay per year. The 19 specific holidays shall consist of all Federal and State holidays, plus additional days to be defined by the District before the start of each year.

The Assistant Superintendent shall be available if needed upon proper notice to perform work during school recess periods.

III. SALARY

- a. The salary shall be \$176,449 per annum. Said salary shall be payable in twenty-six (26) bi-weekly payments. Subsequent increases may occur on July 1 of each year and shall be at the sole discretion of the Superintendent of Schools with Board of Education approval. Salary payments shall be electronically directly deposited into a bank account of the Assistant Superintendent's choice.
- b. The Assistant Superintendent shall be eligible to receive a longevity payment in the amount of \$4,000 upon completion of five (5) years of employment as an Elwood administrator. There shall be an additional \$3,000 longevity payment upon the completion of eight (8) years and an additional \$3,000 upon the completion of twelve (12) years and an additional \$3,000 upon the completion of eighteen (18) years. (The maximum cumulative total would be \$13,000 upon completion of eighteen (18) years of Elwood administrative service.)

IV. VACATION

The Assistant Superintendent shall be entitled to twenty-five (25) annual vacation days with pay in addition to school recess periods set forth in the Board of Education approved calendar. Said 23 days shall accrue during a year of employment for use during the subsequent school year. Vacation days in the Assistant Superintendent's first year of employment shall be those which were earned during her previous employment within the District. The Assistant Superintendent shall be encouraged to use all vacation time for its intended purpose during the school year (July 1 to June 30) immediately following the school year in which it is earned.

However, if circumstances prevent this, then with the approval of the Superintendent of Schools, a maximum of five (5) days of unused time shall be paid to the Assistant Superintendent at the then current per diem rate of pay at the end of the fiscal year in which it was available for use, with the per diem rate based on 1/240th of the Assistant Superintendent's salary. All vacation time is subject to approval by the Superintendent of Schools.

V. 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 expenditures.

VI. HEALTH INSURANCE

The group State Health program provided to the District's teachers, or its equivalent, will

be made available to the Assistant Superintendent on an individual or family basis, subject to the regulations and conditions established by the insurance carrier. During the term of the Assistant Superintendent's employment hereunder, the District shall pay 75% of the premium for either individual or family coverage; whichever the Assistant Superintendent elects. The District will also assume payment of 100% of the annual premium for the optional wrap-around policy, for as long as the District continues to offer such coverage.

The Assistant Superintendent may elect to waive participation in the New York State Health Insurance program provided by the District in exchange for a cash payment during each calendar year if permissible by the rules and regulations set forth by NYSHIP. The amount of such payment from the District will be \$1,500 for waiver of applicable Individual coverage or \$3,000 for waiver of applicable Family coverage.

VII. LIFE INSURANCE

Fully paid term insurance in the amount equal to one hundred fifty percent (150%) of the Assistant Superintendent's annual salary will be made available. Said life insurance policy shall also contain provisions for accidental death and dismemberment benefits. The District will also participate in a "Supplementary Life Plan" intended to purchase additional life insurance for the Assistant Superintendent at no cost to the Assistant Superintendent.

VIII. DENTAL INSURANCE

The group dental program provided by the District to its teachers, or its equivalent will be made available to the Assistant Superintendent on an individual and/or family basis, subject to regulations and conditions established by the insurance carrier. The District will pay 100% of the premium cost for either individual or family coverage.

IX. VANDALISM

Reasonable and legitimate claims made by the Assistant Superintendent for damage to personal property will be reimbursed.

X. ABSENCE WITHOUT LOSS OF PAY

- a. Sick leave shall be granted on the basis of thirteen (13) sick days per year with an unlimited accumulation. The Assistant Superintendent shall carry over all unused sick leave as of June 30, 2023 from her previous employment within the District.
- b. During an extended illness, the District will require periodic medical reports.
- c. The Assistant Superintendent will be notified annually of the accumulated number of unused days.
- d. Catastrophic Illness Protection Plan: The District will provide full premium paid

long-term disability insurance in accordance with the District group plan, subject to regulations and requirements of the insurance carrier. Coverage will take effect at the expiration of 90 calendar days from the onset of the condition. Should unused sick, personal and vacation leave be insufficient to provide full salary for the 90 calendar waiting period, the District will continue the Assistant Superintendent on payroll from the expiration of all sick, personal and vacation leave until the 90 day waiting period is satisfied.

e. Personal Illness: The Assistant Superintendent may utilize up to the maximum of accumulated days, as needed.

- i. Serious illness in the immediate family – When personal care by the Assistant Superintendent is required, the Assistant Superintendent may use up to fifteen (15) days in any single contract year. When a death in the immediate family occurs, the Assistant Superintendent may use up to five (5) days for each occurrence. Immediate family shall be defined as spouse, children, sibling, parents, or parents-in-law.
- ii. When the Assistant Superintendent is absent due to serious illness in the immediate family for more than ten (10) consecutive days or if there is a recurring illness, then the District may require a statement, affidavit, or certificate in respect to such illness.

f. Personal Obligations

- i. The Assistant Superintendent may be absent for matters of a personal nature to meet obligations which cannot be met at times other than during a work day, up to two (2) days per contract year. Unused personal days shall accrue as sick days.
- ii. Days of a “personal nature” are for personal business and obligations such as :
 1. Legal matters including house closings, income tax hearings, adoption proceedings, probation wills, court appearances and the like.
 2. Ceremonies such as family weddings, graduations, and religious exercises
 3. Moving
 4. Emergency family accidents, doctor, or hospital visits
 5. Funerals or relatives other than immediate family

g. Jury Duty

- 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 service.

- ii. The Assistant Superintendent will remit to the District the total per diem jury fees paid for jury service, if any, less allowance for transportation.

h. Assault

In the event that a physical assault on the Assistant Superintendent results in lost time, the Assistant Superintendent shall be paid in full and such paid absences shall not be deducted from accumulated sick leave up to a period of one (1) calendar year. This provision shall only be applicable in those cases where the Assistant Superintendent was carrying out assigned duties and such assault was not the result of the Assistant Superintendent's negligence.

XI. TAX SHELTERED ANNUITY / 457 PROGRAM

The Assistant Superintendent shall be eligible to participate in a tax-sheltered annuity program or the NYSDCP 457 plan with payment coming from payroll deductions.

XII. LIABILITY PROTECTION

- a. The District shall provide an attorney or attorneys and pay such attorney's fees and expenses necessarily incurred in the defense of the Assistant Superintendent in any civil or criminal action or proceeding arising out of the Assistant Superintendent's discharge of duties within the scope of employment. The Assistant Superintendent shall not be bound to the above unless the Assistant Superintendent shall, within ten (10) days of the time the Assistant Superintendent is served with any summons, complaints, process, or notice, deliver the original or a copy to the District or its attorney.
- b. The District will protect the Assistant Superintendent from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other acts resulting in accidental injury to any person within or without the school building, provided the Assistant Superintendent at the time of the accident or injury was acting in discharge of duties within the scope of such employment and/or under the direction of the District. The District shall not be bound to the above unless the Assistant Superintendent shall, within ten (10) days of the time the Assistant Superintendent is served with any summons, complaints, process, or notice, deliver the original or a copy to the District or its attorney.
- c. Nothing hereinabove set forth shall be deemed to limit or otherwise diminish any rights of the Assistant Superintendent established by sections 3023, 3028, 3811, 3813 of the Education Law and Article 18 of the Public Officers' Law.
- d. The Assistant Superintendent, suffering a work-connected injury through no

negligence on the Assistant Superintendent's part will receive the benefits of the Workers' Compensation Insurance/self-insurance of the school district. These benefits will be supplemented in order to ensure full salary to the Assistant Superintendent for a period consisting of accumulated sick leave or ninety (90) calendar days, whichever is longer. Upon return to active service, the Assistant Superintendent's sick leave accumulation will be reinstated.

- e. The Assistant Superintendent shall not be held responsible for monies which have been turned into the office for safekeeping. The Assistant Superintendent will be reimbursed for clothing which has been damaged while in the performance of duties.

XIII. RETIREMENT

The following planned benefits shall be available to the Assistant Superintendent upon service or disability retirement. A minimum of ten (10) years of Elwood employment is needed to be eligible for these benefits.

- a. Payment for unused sick leave on a 1 for 3 basis at current salary based on 1/220th of the Assistant Superintendent's salary.
- b. Payment of eighty percent (80%) of the individual and seventy-five (75%) of the family costs for the District's hospitalization and health insurance plan provided the Assistant Superintendent has completed ten (10) full years of Elwood service. If the carrier approves, the right to continue the Assistant Superintendent's own participation in the District's group dental and life insurance programs will also be provided to the Assistant Superintendent, with the full costs borne by the Assistant Superintendent.

XIV. HEIRS

Any payment due to the Assistant Superintendent based under the provisions of Paragraph XIII shall be paid to the Assistant Superintendent's designated NYSTRS death benefit beneficiary in the event of death of the Assistant Superintendent.

XV. 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 to contrary to law, then such provision or application shall not be deemed valid and subsisting 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 shall be the subject of negotiations between the Assistant Superintendent and the District; said substitute provision or action shall retain the

equities of the original provision.

XVI. DISTINGUISHED EDUCATOR

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

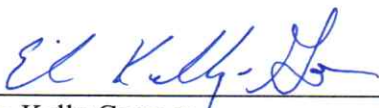
XVII. ENTIRE AGREEMENT

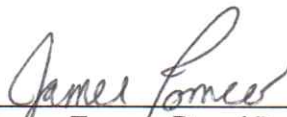
This Agreement constitutes the full and complete agreement between the Board and the Assistant Superintendent and may not be altered, changed, added to, deleted from, or modified except through the mutual written consent of the parties.

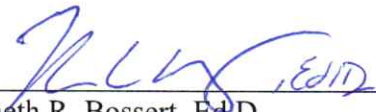
I agree with to terms and conditions of this agreement.

Dated: June 8, 2023

Elwood Union Free School District


Eileen Kelly Gorman
Assistant Superintendent for Special
Education and Pupil Personnel Services


James Tomeo, Board President
Elwood Union Free School District


Kenneth R. Bossert, Ed.D.
Superintendent of Schools

**FIRST AMENDMENT TO EMPLOYMENT CONTRACT
DATED JUNE 8, 2023 FOR EILEEN KELLY GORMAN
ASSISTANT SUPERINTENDENT FOR SPECIAL EDUCATION &
PUPIL PERSONNEL SERVICES**

FIRST AMENDMENT, made this 12th day of June, 2024 to the June 8, 2023 agreement between Eileen Kelly Gorman, Assistant Superintendent for Special Education & PPS (hereinafter referred to as the "Assistant Superintendent"), and the BOARD OF EDUCATION of the Elwood Union Free School District (hereinafter referred to as the "Board").

WHEREAS, the parties entered into an Agreement dated June 8, 2023 establishing the benefits and other remunerations paid to the Assistant Superintendent by the Board for her services as Assistant Superintendent , and

WHEREAS, the parties are desirous of amending said Agreement.

NOW, THEREFORE, based upon the mutual covenants and understanding between the Employee and the Board, it is understood and agreed:

FIRST: Effect of the Amendment

All of the terms of employment set forth in the afore-described June 8, 2023 Agreement, shall continue in full force and effect during the employment of the Assistant Superintendent for Special Education & PPS, except as modified herein.

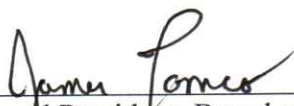
SECOND: Salary

Effective July 1, 2024, the salary for the Assistant Superintendent shall be \$179,978, reflecting a 2% increase for the 2024-2025 school year.

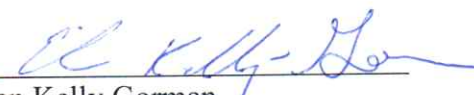
- a) Subsequent increases may occur on July 1st of each year and shall be at the sole discretion of the Superintendent of schools and with Board of Education approval.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

Elwood Union Free School District



Board President, Board of Education of
the Elwood Union Free School District



Eileen Kelly Gorman
Assistant Superintendent

Dated: 6/13/24

Dated: 6/13/24