FIFTH AMENDMENT, made this 1st day of July, 2026, to the Agreement dated June 14, 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 **KENNETH R. BOSSERT, Ed.D.,** Superintendent of Schools, residing at [redacted] (hereinafter referred to as the "Superintendent").

WITNESSETH

WHEREAS, the parties entered into an Agreement dated June 14, 2023 (hereinafter referred to as "the Agreement") establishing the benefits and other remunerations paid to the Superintendent by the Board for his services as Superintendent of Schools, and

WHEREAS, the parties entered into a First Amendment to the Agreement dated May 8, 2024; and

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

WHEREAS, the parties entered into a Third Amendment to the Agreement dated July 8, 2025; and

WHEREAS, the parties entered into a Fourth Amendment to the Agreement dated August 28, 2025; 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:

FIRST: **Effect of the Amendment.**

All of the terms and provisions set forth at length in the afore-described June 14, 2023 Agreement, as amended by a First Amendment dated May 8, 2024, a Second Amendment dated July 9, 2024, a Third Amendment dated July 8, 2025 and a Fourth Amendment dated August 28, 2025 shall continue in full force and effect during the term of employment of the Superintendent, except as expressly modified herein.

SECOND: **Term.**

Effective July 1, 2026, Section 1 of the Agreement is modified by extending the term of employment to June 30, 2031, unless further extended or sooner terminated as set forth in the Agreement.

THIRD: **Compensation**

Effective July 1, 2030, the Superintendent's annual base salary shall be increased by three percent (3.0%).

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

GREAT NECK UNION FREE SCHOOL DISTRICT

Grant Toch
President, Board of Education

SUPERINTENDENT OF SCHOOLS

Kenneth R. Bossert, Ed.D.

FOURTH AMENDMENT, made this 28th day of August, 2025, to the Agreement dated June 14, 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 **KENNETH R. BOSSERT, Ed.D.**, Superintendent of Schools, residing at [redacted] (hereinafter referred to as the "Superintendent").

WITNESSETH

WHEREAS, the parties entered into an Agreement dated June 14, 2023 (hereinafter referred to as "the Agreement") establishing the benefits and other remunerations paid to the Superintendent by the Board for his services as Superintendent of Schools, and

WHEREAS, the parties entered into a First Amendment to the Agreement dated May 8, 2024; and

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

WHEREAS, the parties entered into a Third Amendment to the Agreement dated July 8, 2025; 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:

FIRST: **Effect of the Amendment.**

All of the terms and provisions set forth at length in the afore-described June 14, 2023 Agreement, as amended by a First Amendment dated May 8, 2024, a Second Amendment dated July 9, 2024 and a Third Amendment dated July 8, 2025 shall continue in full force and effect during the term of employment of the Superintendent, except as expressly modified herein.

SECOND: **Sick Leave.**

The first sentence of Section 6.E of the Agreement dated June 14, 2023, is modified to read: *"The Superintendent is herewith credited with an initial sick leave bank of seventy-five (75) days."*

The first sentence of paragraph "SIXTH" of the First Amendment dated May 8, 2024, is modified to read: "*Effective July 1, 2024, Section 6.E.ii shall be revised to read:*"

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

GREAT NECK UNION FREE SCHOOL DISTRICT

Grant Toch
President, Board of Education

SUPERINTENDENT OF SCHOOLS

Kenneth R. Bossert, Ed.D.

THIRD AMENDMENT, made this 8th day of July, 2025, to the Agreement dated June 14, 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 **KENNETH R. BOSSERT, Ed.D.,** Superintendent of Schools, residing at [redacted] (hereinafter referred to as the "Superintendent").

WITNESSETH

WHEREAS, the parties entered into an Agreement dated June 14, 2023 (hereinafter referred to as "the Agreement") establishing the benefits and other remunerations paid to the Superintendent by the Board for his services as Superintendent of Schools, and

WHEREAS, the parties entered into a First Amendment to the Agreement dated May 8, 2024; and

WHEREAS, the parties entered into a Second 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:

FIRST: **Effect of the Amendment.**

All of the terms and provisions set forth at length in the afore-described June 14, 2023 Agreement, as amended by a First Amendment dated May 8, 2024, and a Second Amendment dated July 9, 2024 shall continue in full force and effect during the term of employment of the Superintendent, except as expressly modified herein.

SECOND: **Term.**

Effective July 1, 2025, Section 1 of the Agreement is modified by extending the term of employment to June 30, 2030, unless further extended or sooner terminated as set forth in the Agreement.

THIRD: **Compensation.**

Effective July 1, 2025, Section 4(C)-(F) shall be replaced as follows:

C. Effective July 1, 2025, the Superintendent's annual base salary shall be Three Hundred Sixty-Seven Thousand, Seven Hundred Ten ($367,710) Dollars.

D. Effective July 1, 2026, the Superintendent's annual base salary shall be increased by three percent (3.0%).

E. Effective July 1, 2027, the Superintendent's annual base salary shall be increased by three percent (3.0%).

F. Effective July 1, 2028, the Superintendent's annual base salary shall be increased by three percent (3.0%).

G. Effective July 1, 2029, the Superintendent's annual base salary shall be increased by three percent (3.0%).

H. The Superintendent shall be paid in semi-monthly installments in accordance with the District's regular payroll procedures and subject to applicable withholding and deduction amounts.

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

SUPERINTENDENT OF SCHOOLS

Kenneth R. Bossert, Ed.D. 7/8/25

Kenneth R. Bossert, Ed.D.

SECOND AMENDMENT to the Agreement dated June 14, 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 **KENNETH R. BOSSERT, Ed.D.** residing at [redacted] (hereinafter referred to as the "Superintendent").

WITNESSETH

WHEREAS, the parties entered into an Agreement dated the 14th day of June, 2023 (hereinafter referred to as "the Agreement") establishing the benefits and other remunerations paid to the Superintendent by the Board for his services as Superintendent of Schools, and

WHEREAS, the parties entered into a First Amendment to the Agreement dated the 8th day of May, 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:

FIRST: **Effect of the Amendment.**

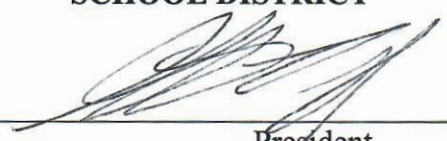
All of the terms and provisions set forth at length in the afore-described June 14, 2023 Agreement and May 8, 2024 First Amendment shall continue in full force and effect during the term of employment of the Superintendent, except as expressly modified herein.

SECOND: **Term.**

Effective July 1, 2024, Section 1 of the Agreement is modified by extending the term of employment to June 30, 2029, unless further extended or sooner terminated as set forth in the Agreement.

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

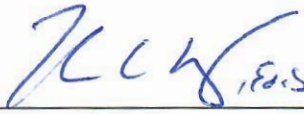
BOARD OF EDUCATION
GREAT NECK UNION FREE
SCHOOL DISTRICT



, President

7/9/24
Date

SUPERINTENDENT OF SCHOOLS



Kenneth R. Bossert, Ed.D.

7/3/24
Date

FIRST AMENDMENT to the Agreement dated June 14, 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 **KENNETH R. BOSSERT, Ed.D.** [redacted] (hereinafter referred to as the "Superintendent").

WITNESSETH

WHEREAS, the parties entered into an Agreement dated the 14th day of June, 2023 establishing the benefits and other remunerations paid to the Superintendent by the Board for his services as Superintendent of Schools, 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:

FIRST: **Effect of the Amendment.**

All of the terms and provisions set forth at length in the afore-described June 14, 2023 Agreement shall continue in full force and effect during the term of employment of the Superintendent, except as expressly modified herein.

SECOND: **Compensation.**

Section 4.b shall be revised to read:

Effective July 1, 2024, the Superintendent's annual base salary shall be Three Hundred Fifty-Seven Thousand ($357,000) Dollars.

THIRD: **Health Insurance.**

Section 6.A.ii shall be revised to read:

The Superintendent may relinquish and waive health insurance coverage. Should the Superintendent waive and opt out of health insurance, he will be reimbursed a portion 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. Reimbursement shall be Sixteen Thousand Dollars ($16,000.00) annually for family coverage or Seven Thousand Five Hundred Dollars ($7,500.00) annually for individual

coverage, retroactive to August 1, 2023, and such payment shall be made in two (2) installments payable in December and June of each calendar year in which the Superintendent has elected to waive coverage under this provision.

FOURTH: **Optical Insurance.**

Section 6.C shall be revised to read:

The District shall reimburse the Superintendent in an amount up to Five Hundred Dollars ($500.00) for the cost of optical care for the Superintendent and an amount not to exceed $500.00 for each of his eligible dependents retroactive to August 1, 2023. Said sum shall be reimbursed to the Superintendent by June 30th and upon the District's receipt of proof of payment of the expenses. Dependents shall be defined as individuals that would be eligible for family health insurance coverage if the Superintendent elected to receive such coverage from the District.

FIFTH: **Reimbursement of Qualified Medical Expenses and Life Insurance Premium.**

Effective July 1, 2024, Section 6.D shall be revised to read:

While employed by the District, in each year of this Agreement, the District shall reimburse the Superintendent in an amount up to Five Thousand Dollars($5,000.00) for flexible spending account qualified medical expenses as authorized by the Internal Revenue Service which are not otherwise fully covered by Section 6.B (Dental and Major Medical Insurance) of this Agreement, and/or the annual premium amount of a life insurance policy to be purchased by the Superintendent. Said sum shall be reimbursed to the Superintendent by June 30th and upon the District's receipt of proof of payment of the annual qualified medical expenses and/or the annual life insurance premium by the Superintendent.

SIXTH: **Sick Leave.**

Effective July 1, 2024, Section 6.E.i shall be revised to read:

Upon retirement from the District into the New York State Teacher Retirement System ("NYSTRS"), the first 100 unused, accumulated and credited sick days shall be paid at 1/220th of the Superintendent's annual salary at the time of retirement. Thereafter, unused earned accumulated days shall be paid at the rate of one day's pay (1/220th of annual salary at retirement) for every three (3) days accrued, up to a maximum of 150 paid days, inclusive of the first 100 accumulated, unused sick 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.

SEVENTH: **Vacation Leave.**

Section 6.F ii, iii and iv shall be revised to read:

ii. 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 30th of each year. (E.g., for purposes of clarity, on July 1st of a given year, the Superintendent has 45 banked days and is awarded 30 days for a total of 75 days. On June 30th, the Superintendent has 55 days remaining in his bank, so he forfeits 10 days.

iii. Payment for up to forty-five (45) accrued, unused vacation shall be available upon retirement from the District into NYSTRS at the Superintendent's daily rate at time of retirement (1/220th of annual salary).

iv. The Superintendent shall, upon written notice to the Board, be permitted on an annual basis to cash in earned unused vacation days at a rate of 1/220th of the Superintendent's then annual salary retroactive to August 1, 2023 in accordance with the following schedule:

Number of Days	Notice of Submission	Date of Payment
Up to 15 unused vacation days	On or before June 1st each year	On or before June 30th each year

EIGHTH: **Professional Memberships and Conferences.**

The first paragraph of Section 6.L shall be revised to read:

The Board shall pay for the Superintendent's dues in those professional and or local service organizations to which he belongs or to which he may hereafter belong, including the following: New York State Council of School Superintendents ("NYSCOSS"), the American Association of School Administration ("AASA"), the Nassau County Superintendents' Association and the National Center for Education Research and Technology (NCERT), retroactive to August 1, 2023. The Superintendent

shall receive prior approval from the Board for membership in other associations.

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

BOARD OF EDUCATION
GREAT NECK UNION FREE
SCHOOL DISTRICT

Rebecca Sassouni, President

5/6/24
Date

SUPERINTENDENT OF SCHOOLS

Kenneth R. Bossert, Ed.D.

5/6/24
Date

AGREEMENT, made this 14th day of June 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 **KENNETH R. BOSSERT, Ed.D.** [redacted] (hereinafter referred to as the "Superintendent").

WITNESSETH

WHEREAS, the Board is desirous of employing Kenneth R. Bossert as its Superintendent of Schools in accordance with the terms and conditions set forth herein; and

WHEREAS, Kenneth R. Bossert will be appointed Superintendent of Schools pursuant to the terms and provisions of Section 1711 of the Education Law of the State of New York, effective August 1, 2023;

NOW, THEREFORE, in consideration of the agreement hereinafter set forth and other good and valuable consideration, it is hereby agreed:

1. Term of Employment:

The Superintendent's term of employment pursuant to this Agreement shall be from August 1, 2023 to July 31, 2028, unless further extended or sooner terminated as set forth herein.

2. Superintendent's Duties and Responsibilities:

A. The Superintendent shall be Chief Administrative Officer of the GREAT NECK UNION FREE SCHOOL DISTRICT (hereinafter referred to as the "District") and shall have the power and obligation to perform all those duties and to accept all those responsibilities as are:

i. Set forth in the Education Law of the State of New York, other statutes of the State of New York, and the Rules and Regulations of the Commissioner of Education or Board of Regents, including any amendments or successor statutes thereto;

ii. Specified in the policy manual of the Board;

iii. Normally associated with the position of Superintendent, including, but not limited to, budget formulation and administration, business administration, pupil course of study and curriculum, public relations, personnel management, and labor relations;

iv. Assigned to the Superintendent, by the Board, provided the duties and/or responsibilities are of a character commensurate with the position of Superintendent of Schools; and

v. Consistent with and pursuant to Education Law § 211-b(5)(a), the Superintendent shall cooperate fully with any distinguished educator appointed by the Commissioner of Education pursuant to Education Law § 211-c.

B. Without limiting the foregoing, the Board acknowledges that the Superintendent shall have the following specific authority, rights, and responsibilities:

i. To organize and reorganize the District's administrative, supervisory, and support staff, including instructional and non-instructional personnel, in a manner which in the Superintendent's judgment best serves the District subject to prior Board review and approval;

ii. To supervise and direct assistant superintendents, directors, supervisors, principals, teachers, civil service employees and all other persons employed in either the business management or the instructional activities of the District;

iii. To have the authority to propose transfers of supervisory, administrative, instructional, and non-instructional personnel from one school to another, or from one grade of a course of study to another grade in such course, subject to prior Board review and approval, where approval is legally required;

iv. To effectuate the policies of the Board and be accountable in connection therewith to the Board;

v. To keep the Board advised of all matters concerning the administration of the District; and

vi. To provide the Board with reports, when appropriate and necessary, regarding the execution of his duties, the affairs of the District and conferences the Superintendent attends.

C. The Board may, from time to time, prescribe additional duties and responsibilities to the Superintendent, provided such additional duties and responsibilities are similar in character and consistent with the duties of the position of Superintendent of Schools.

D. Meetings:

The Superintendent shall receive notice of, and be permitted to attend and participate in, any and all meetings of the Board. As requested, he shall attend Board committee and advisory committee meetings. The Superintendent shall serve as an ex-officio member of all Board committees and Board appointed advisory committees as requested and provide administrative recommendations on each item of business

considered by each of these groups. Notwithstanding the foregoing, the Board may conduct executive sessions outside of the presence of the Superintendent for the following reasons:

i. Meeting for purpose of discussion of the Superintendent's annual evaluation;

ii. Meeting for purpose of discussion of the Superintendent's request for additional remuneration and/or fringe benefits;

iii. Meeting regarding the performance of the Superintendent; meeting regarding the discipline and/or discharge of the Superintendent; and

iv. Meeting called to discuss a search for a successor to the Superintendent.

E. The Superintendent may also be requested to attend and represent the District at meetings conducted by other governmental agencies or local groups, where issues concerning or affecting the District are involved.

F. The Board and individual Board members shall promptly refer any and all complaints relating to the administration of the District to the Superintendent for his study and recommendations.

3. Certification & Citizenship:

The Superintendent represents that he currently has and will, throughout the term of his employment as Superintendent, hold a valid certificate to act as a Superintendent of Schools in the State of New York, and that proof of such certification will be furnished to the District Clerk upon request. It is expressly understood that failure to hold and maintain such certification shall be cause for the immediate termination of this Agreement and of the employment of the Superintendent. Such termination shall be preceded by notice and opportunity for the Superintendent to be heard respecting the proposed termination. The Superintendent represents that he is a citizen of the United States of America and will furnish the required and acceptable proof to the District Clerk.

4. Compensation:

A. Effective August 1, 2023, the Superintendent's annual base salary shall be Three Hundred Forty Thousand Dollars ($340,000.00) prorated from August 1, 2023 through June 30, 2024.

B. Effective July 1, 2024, the Superintendent's annual base salary shall increase by two percent (2.0%).

C. Effective July 1, 2025, the Superintendent's annual base salary shall increase by two percent (2.0%).

D. Effective July 1, 2026, the Superintendent's annual base salary shall increase by two percent (2.0%).

E. Effective July 1, 2027, the Superintendent's annual base salary shall increase by two percent (2.0%).

F. The Superintendent shall be paid in semi-monthly installments in accordance with the District's regular payroll procedures and subject to applicable withholding and deduction amounts.

5. Work Year:

The Superintendent's work year shall consist of twelve (12) months (July 1st through June 30th). The Superintendent shall not generally be required to work during the Christmas recess, Winter recess, or Spring recess period(s), or during any of the school holidays indicated on the official District calendar, absent unusual or extenuating circumstances.

6. Benefits:

In addition to the annual compensation specified in Section 4 of this Agreement, the Superintendent shall be entitled to receive the following benefits:

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 Superintendent on an individual or family basis (including domestic partners), subject to regulations and conditions established by the insurance carrier. The Superintendent will pay twenty percent (20%) of either the individual or family coverage, whichever plan is elected.

ii. The Superintendent may relinquish and waive health insurance coverage. Should the Superintendent waive and opt out of health insurance, he will be reimbursed a portion 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. Reimbursement shall be Fifteen Thousand Dollars ($15,000.00) annually for family coverage or Seven Thousand Five Hundred Dollars ($7,500.00) annually for individual coverage and such payment shall be made in two (2) installments payable in December and June of each calendar year in which the Superintendent has elected to waive coverage under this provision.

iii. Upon completing a minimum of five (5) years of employment in the District, the 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, 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 Superintendent shall contribute the remaining balance of the premium.

B. Dental and Excess Major Medical Insurance:

The Superintendent shall be provided dental and excess major medical insurance in accordance with schedule provided by the GNTA Benefits Trust Fund. The premium for such benefits shall be paid by the Board.

C. Optical Insurance:

The Board shall pay to the Superintendent each year an amount not to exceed Five Hundred Dollars ($500.00) for the cost of optical care for the Superintendent or his dependents.

D. Life Insurance:

While employed by the District, in each year of this Agreement, the District shall pay the Superintendent the amount of Two Thousand Five Hundred Dollars ($2,500.00) toward the annual premium amount of a life insurance policy to be purchased by the Superintendent. Said sum shall be reimbursed to the Superintendent on December 1st and upon the District's receipt of proof of payment of the annual premium by the Superintendent.

E. Sick Leave:

i. The Superintendent is herewith credited with an initial unearned sick leave bank of seventy-five (75) days. On August 1, 2023 and each July 1st thereafter of this Agreement, the Superintendent shall be credited with fifteen (15) sick days for personal illness or illness in the immediate family. The Superintendent shall be entitled to accumulate unused sick leave, without limit, during his employment by the District. Such accumulated, unused sick leave shall be carried over and may be used during any subsequent year of employment.

ii. Upon retirement from the District into the New York State Teacher Retirement System ("NYSTRS"), the first 100 unused, accumulated and credited sick days shall be paid at 1/240th of the Superintendent's annual salary at the time of retirement. Thereafter, unused earned accumulated days shall be paid at the rate of one day's pay (1/240th of annual salary at retirement) for every three (3) days accrued, up to a maximum of 150 paid days, inclusive of the first 100 accumulated, unused sick 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.

F. Personal Leave:

The Superintendent shall be permitted to attend to items of a personal or personal business nature during work time by utilizing up to three (3) personal leave days per annum. Unless approved by the Board President, personal leave shall not be used for any income-producing activity and shall be limited to those occasions upon which the Superintendent must attend to personal matters or personal business for which his attendance is compelled during regular working hours. Unused personal leave standing to the credit of the Superintendent at the end of each year of this Agreement may be accumulated as sick leave.

G. Bereavement Leave:

The Superintendent shall be permitted up to five (5) days per year, non-cumulative, in the event of a death of the Superintendent's immediate family defined as spouse, parent, child, or other relative living in the home.

H. Vacation Leave:

i. The Superintendent shall be credited with thirty (30) days of vacation leave on August 1, 2023 and on each July 1st thereafter of this Agreement. These days are to be taken at the discretion of the Superintendent upon prior reasonable notice to the Board. The Superintendent shall endeavor to schedule his vacation when school is not in session, during July, August and other recess periods.

ii. Accrued, unused vacation days may be banked up to a maximum of forty (40) days. Unused banked vacation days above forty (40) days shall be forfeited on June 30th of each year. (E.g., for purposes of clarity, on July 1st of a given year, the Superintendent has 40 banked days and is awarded 30 days for a total of 70 days. On June 30th, the Superintendent has 55 days remaining in his bank, so he forfeits 15 days).

iii. Payment for up to forty (40) accrued, unused vacation shall be available upon retirement from the District into NYSTRS at the Superintendent's daily rate at time of retirement (1/240th of annual salary).

iv. The Superintendent shall, upon written notice to the Board, be permitted on an annual basis to cash in earned unused vacation days at a rate of 1/240th of the Superintendent's then annual salary in accordance with the following schedule:

Number of Days	Notice of Submission	Date of Payment
Up to 15 unused vacation days	On or before June 1st each year	On or before June 30th each year

I. Jury Duty:

The Superintendent, if required to serve as a juror, shall be paid full salary, without loss of sick or personal leave, during the period of civic obligation. He shall endeavor to take steps to seek his relief from such duty during periods when school is in session by making appropriate application therefore.

J. Tax Sheltered Annuity Benefits:

The Superintendent, at his option, shall be entitled to the benefits of an employee tax-sheltered annuity as may be available by law and in accord with District policy and practices. In addition, the District shall pay into an IRS § 403(b) tax-deferred annuity fund (or other such plan or program of a tax-deferred nature selected by the Superintendent), as a non-elective employee contribution, the annual amount of Fifteen Thousand Dollars ($15,000.00).

K. Heirs:

Any payment due and owing to the Superintendent under Sections 7(E) and 7(H) hereinabove shall be paid to the Superintendent's designated NYSTRS death benefit beneficiary in the event of the death of the Superintendent during his employment at the District under the terms of this Agreement.

L. Professional Memberships and Conferences:

The Board shall pay for the Superintendent's dues in those professional and or local service organizations to which he belongs or to which he may hereafter belong, including the following: New York State Council of School Superintendents ("NYSCOSS"), the American Association of School Administration ("AASA"), and the Nassau County Superintendents' Association. The Superintendent shall receive prior approval from the Board for membership in other associations.

In addition, the Superintendent shall be permitted to attend conferences and workshops and to engage in other educational activities that bring professional growth opportunities without charge to leave days or vacation, provided that the prior written approval of the Board is obtained when such conference is out-of-State. Additionally, reasonable costs incurred during attendance at conferences, including transportation, lodging, meals and the like, shall be reimbursed to the Superintendent in accordance with Board Policy. The Board acknowledges that the Superintendent is an officer on the Executive Committee with the New York State Council of School Superintendents and certain additional travel and conference attendance may be necessary with fulfilling that role and the statewide leadership responsibilities such a position commands.

M. Automotive Allowance:

The Board shall provide the Superintendent with a monthly allowance of One Thousand Dollars ($1,000.00) payable at the beginning of each month, to defray the cost of insurance, maintenance, fuel, mileage, and other vehicle expenses associated with the use of his personally owned vehicle for business/personal use. Tolls, parking, and fuel expenses will be reimbursed

pursuant to Board policy if incurred in connection with business travel off Long Island. The Superintendent shall track all business use miles and submit such records to the Business Office on a monthly basis.

N. Technology:

The District shall supply the Superintendent with a laptop for his use in connection with his official duties and other technology as may be necessary to serve as Superintendent of Schools.

7. Modification of Salary and Benefits:

A. Any increase in the Superintendent's salary, other than those specified in Section 4 of this Agreement, or benefits shall be in the form of an amendment to this Agreement, and it shall not be considered that the Board and the Superintendent have entered into a new agreement, unless expressly stated in writing by both parties hereto.

B. It is understood that the salary and benefits outlined in this Agreement shall continue without modification unless modified by mutual agreement.

8. Other Work:

The Superintendent shall devote his full time, skill, labor and attention to the discharge of his duties as Superintendent of Schools during the term of this Agreement. However, with prior written approval of the Board President, he may undertake speaking engagements, writing, lecturing, or other professional duties, obligations and activities so long as such activities do not interfere with the full and faithful discharge of the Superintendent's duties or written responsibilities as specified herein or with District policy. The Superintendent has disclosed that at the time of execution of this Agreement, he is an adjunct professor at Stony Brook University, which work is approved so long as such work does not interfere and/or conflict with the discharge of the Superintendent's duties and responsibilities.

9. Performance Evaluation:

By no later than June 30th of each year of this Agreement, the Board shall devote at least a portion of one meeting to an evaluation in executive session of the Superintendent's performance and his working relationship with the Board. The evaluation shall be based upon written performance criteria to be mutually agreed to by the Board and the Superintendent. The Board shall reduce said evaluation to writing in a form mutually agreed upon by the parties, and the Superintendent shall be provided with a copy of said evaluation within a reasonable period of time prior to the Board meeting at which said evaluation shall be discussed with the Superintendent.

10. Inability to Perform:

Should the Superintendent be unable to perform the essential functions of his duties, with or without reasonable accommodation, by reason of disability (arising from illness, accident or other source beyond his control), the Board may, at its option, terminate this Agreement

whereupon the respective duties, rights and obligations herein shall terminate, except that the Board agrees to continue payment for any sick leave or vacation days then standing to the Superintendent's credit. "Disability" shall mean a physical or mental incapacity that prevents the Superintendent from performing the essential functions of his position with the District for a period of ninety (90) or more days, whether or not consecutive, occurring within any period of twelve (12) consecutive months as determined by the following procedure: The Superintendent agrees to submit to medical examinations by a licensed healthcare professional selected by the District, in its sole discretion, to determine whether a disability exists. In addition, the Superintendent may submit to the District documentation of a disability, or lack thereof, from a licensed healthcare professional of his choice. Following a determination of a disability or lack of disability by the District's or the Superintendent's healthcare professional, the other party may submit subsequent documentation relating to the existence of a disability from a licensed healthcare professional selected by such other party. In the event that the medical opinions of such licensed healthcare professionals conflict, such licensed healthcare professionals shall appoint a third licensed healthcare professional to examine the Superintendent, and the opinion of such third licensed healthcare professional shall be dispositive.

11. Termination:

The Board shall have the right to terminate the Superintendent's employment and this Agreement for just cause pursuant to the following procedure. In such event, the Board shall be required to prepare a statement of charges:

A. The Superintendent shall be served personally with a particularized written statement of said charges against him;

B. A qualified impartial hearing officer shall be selected by the District with experience in education, employment and labor law, who does not have a conflict of interest with the District. All expenses of the hearing officer shall be paid by the District;

C. The hearing shall be private or public at the option of the Superintendent. The Superintendent shall have the right to be represented by counsel at all stages of said proceeding; the right to have all testimony taken under oath and the right to present witnesses on his own behalf; the right to question witnesses against him by cross examination; the right to present real and tangible evidence in the form of documents, papers and other such evidence, to the extent deemed relevant and material to the hearing officer; and the right to receive without cost an accurate written transcript of each day of the proceedings as recorded by a certified court stenographer;

D. The Board shall have the burden of proof and the burden of proceeding with regard to the above-described charges and hearing, and shall be required to prove said charges by a preponderance of evidence;

E. The Board shall be permitted to suspend the Superintendent from the performance of his duties coincident with the service of charges during the pendency of the just cause proceeding. During any suspension, or the remainder of this contract term, whichever

is shorter, the Superintendent shall receive his full pay and benefits as provided by this contract until a final determination is rendered by the Board.

F. The decision of the hearing officer shall contain express findings of fact based solely on the record before the said hearing officer and shall contain conclusions of law as well as the hearing officer's recommendation as to guilt or innocence on each of the charges and/or specifications thereto and any penalty. The findings of fact and recommendation of the hearing officer shall be reviewed by the Board which shall render a final determination within thirty (30) days of receipt of the hearing officer's findings of fact and recommendation. The Board may accept or reject in whole or in part the findings of fact and recommendation of the hearing officer in making its final determination.

G. The Superintendent may appeal the decision of the Board pursuant to Section 310 of the Education Law to the Commissioner of Education or to a court of competent jurisdiction.

12. Renewal of Agreement:

A. The Board shall, no later than one (1) year prior to the expiration of this Agreement, meet with the Superintendent to consider an extension of this Agreement.

B. The Superintendent shall give the Board at least six (6) months' notice of his intent to terminate this Agreement at any time during its term prior to expiration.

13. Non-Disparagement:

The Superintendent, individual Board members, and the Board agree that they will not make or publish any written or oral statement(s) or remark(s) which are knowingly false, including, but not limited to, derogatory rumors, allegations, negative reports or comments which are disparaging, deleterious, or damaging to the integrity, reputation, or goodwill of the Superintendent of Schools or Board of Education members. This provision shall not limit or prohibit the Board, and its members, from giving an unfettered and honest evaluation or to make comments critical of the Superintendent of Schools, provided such statements are made within the evaluation process or executive session as provided under Section 9 of this Agreement. Additionally, this provision shall not prohibit Board members from making statements relevant to business before the Board of Education at its meetings, as long as such statements are not knowingly false or based upon derogatory rumors or allegations.

14. Severability:

If any provision of this Agreement is determined to be contrary to law, unenforceable or ineffective, it is understood and agreed that such provision shall be deemed deleted and the balance of this 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 this 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 that reasonably implements the intent of the parties under the deleted provision.

15. Governing Law:

This Agreement has been entered into under, and shall be governed in accordance with, the laws of the State of New York without reference to conflict of law rules.

16. No Waiver:

Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of such term, covenant or condition nor shall any waiver or relinquishment of any right or power hereunder at any time be deemed a waiver or relinquishment of such right or power at any other time(s).

17. Section Headings:

The section headings in this Agreement are for convenience of reference only; if there is a conflict between any such heading and the text of this Agreement, the text shall control.

18. Written Agreement:

This Agreement shall continue in full force and effect for the term expressed herein, unless otherwise terminated, modified, or extended in accordance with the provisions hereof, or by any agreement in writing between the parties; this Agreement shall not be susceptible to oral modification, nor shall parole evidence be admissible to establish any oral modification thereof.

19. Representation by Counsel:

Kenneth R. Bossert acknowledges that he has the right to be represented by counsel throughout the negotiation of this Agreement. Kenneth R. Bossert certifies that he has carefully reviewed this Agreement, consulted with his legal counsel regarding the terms, and fully understands each and every word and its meaning and full effect.

20. Indemnification:

Subject to the requirements of the applicable provisions of the Education Law (e.g., §§ 3023, 3028 and 3811, or any successors thereto) or Public Officers Law § 18, as the case may be, the Board agrees to provide legal counsel and to indemnify the Superintendent against all uninsured financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other conduct resulting in bodily or other injury to any person or damage to the property of any person, excluding criminal conduct, committed while the Superintendent is acting within the scope of his employment or under the direction of the Board.

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

BOARD OF EDUCATION
GREAT NECK UNION FREE
SCHOOL DISTRICT

Rebecca Sassouni, President

Rebecca Sassouni, President

6/14/23
Date

SUPERINTENDENT OF SCHOOLS

Kenneth R. Bossert, Ed.D.

6/12/2023
Date