FIRST AMENDMENT, made this ___ day of August, 2025, to the Agreement dated July 9, 2024, 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 **JOHN J. O'KEEFE** (hereinafter referred to as the "Deputy Superintendent").

WITNESSETH

WHEREAS, the parties entered into an Agreement dated the July 9, 2024 (hereinafter the "Agreement") establishing the benefits and other remunerations paid to the Deputy Superintendent by the Board for his services as Deputy Superintendent; and

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

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

1. **Effective Date**

   Effective July 1, 2025, the first sentence of Section 1 shall be modified by extending the effective date of the Agreement to June 30, 2030.

2. **Salary**

   Effective July 1, 2025, Section 3 shall be deleted and replaced as follows:

   A.

   i. Effective July 1, 2025, the Deputy Superintendent's annual base salary shall be Three Hundred Forty-Four Thousand, Ninety-Two ($344,092) Dollars.

   ii. Effective July 1, 2026, the Deputy Superintendent's annual base salary shall increase by three percent (3.0%).

   iii. Effective July 1, 2027, the Deputy Superintendent's annual base salary shall increase by three percent (3.0%).

   iv. Effective July 1, 2028, the Deputy Superintendent's annual base salary shall increase by three percent (3.0%).

   v. Effective July 1, 2029, the Deputy Superintendent's annual base salary shall increase by three percent (3.0%).

B. The aforementioned salary increases set forth in paragraph 3(A) above shall be subject to the Superintendent's annual evaluation of the Deputy Superintendent and determination that the Deputy Superintendent's performance in the prior year has been satisfactory.

C. The Deputy Superintendent shall be paid in equal installments in accordance with the Board's rules governing payment of other District professional staff members.

D. Any increase in the Deputy 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 Deputy Superintendent have entered into a new agreement, unless expressly stated in writing signed by both parties hereto.

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

F. The Deputy Superintendent's salary shall not be diminished from that paid the previous year.

3. **Work Year and Vacation**

Effective July 1, 2025, Section 4(G) concerning vacation shall be replaced as follows:

i. Effective July 1, 2025, the Deputy Superintendent shall be credited with fifteen (15) days of vacation and thereafter on each July 1st of this Agreement. These days are to be taken at the discretion of the Deputy Superintendent upon prior reasonable notice to the Superintendent of Schools.

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 Deputy Superintendent has 45 banked days and is awarded 15 days for a total of 60 days. On June 30th, the Deputy Superintendent has 55 days remaining in his bank, so he forfeits 10 days).

iii. On or before June 30th of each year, any unused vacation days will be rolled into the Deputy Superintendent's vacation bank to the extent permissible under paragraph "ii" above.

iv. Upon separation from the District, the value of the unused vacation days in the Deputy Superintendent's vacation bank (at the Deputy Superintendent's daily rate at time of separation (1/220th 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 Deputy 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.

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

Grant Toch
Board President

DEPUTY SUPERINTENDENT

John J. O'Keefe

SALARY AND BENEFITS AGREEMENT

AGREEMENT made this 9th day of July, 2024 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 (hereinafter referred to as the "Board" or the "District") and John J. O'Keefe (hereinafter referred to as the "Deputy Superintendent").

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

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

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

1. **EFFECTIVE DATE**

This Agreement shall be effective on July 1, 2024 through June 30, 2027, subject to the continuation of the Deputy Superintendent's probationary appointment. Nothing in this agreement shall be construed to constitute any financial obligation to the Deputy Superintendent should he not be awarded tenure, or in any way limit the ability of the Board to terminate his employment prior to or after the award of tenure in accordance with the law without financial obligation beyond that which he has earned as of the date of termination.

2. **EMPLOYMENT**

The Deputy Superintendent agrees to serve until resignation, retirement, change of position, or removal from office pursuant to law, as the District's Deputy Superintendent. The Deputy Superintendent shall have the responsibilities and be required to perform the duties as set forth in the Education Law and as further directed by the Superintendent of Schools. The Deputy Superintendent represents and warrants that the Deputy Superintendent possesses all applicable and required State Education Department Certifications and shall continue to maintain such Certifications during the term of his employment by the Board. The Deputy Superintendent shall cooperate fully with any distinguished educator appointed by the Commissioner of Education.

3. **SALARY**

A. The Deputy Superintendent's base salary for the period of July 1, 2024 through June 30, 2025 shall be $312,375.00.

B. The Deputy Superintendent's base salary for the period of July 1, 2025 through June 30, 2026 shall be increased by 2.0%.

C. The Deputy Superintendent's base salary for the period of July 1, 2026 through June 30, 2027 shall be increased by 2.0%.

D. The aforementioned salary increases set forth in paragraphs 3(B) and 3(C) above shall be subject to the Superintendent's annual evaluation of the Deputy Superintendent and determination that the Deputy Superintendent's performance in the prior year has been satisfactory.

E. The Deputy Superintendent shall be paid in equal installments in accordance with the Board's rules governing payment of other District professional staff members.

F. Any increase in the Deputy 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 Deputy Superintendent have entered into a new agreement, unless expressly stated in writing signed by both parties hereto.

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

H. The Deputy Superintendent's salary shall not be diminished from that paid the previous year.

4. **BENEFITS AND WORKING CONDITIONS:**

A. **Health Insurance:**

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

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

iii. The Deputy Superintendent may relinquish and waive health insurance coverage. Should the Deputy Superintendent opt out of health insurance or reduce coverage from family to individual, he will be reimbursed fifty percent (50%) of the expense that the District would have had to pay to provide coverage for such employee and dependents, as the case may be, provided there is no statute, regulation, rule, policy memorandum or other legal mandate prohibiting such payment. Such payment shall be made in two (2) installments payable in December and June of each calendar year in which the Deputy Superintendent has elected to waive coverage under this provision.

iv. Upon completing a minimum of ten (10) years of employment in the District, the Deputy 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 50% of the cost of the health insurance premium for individual coverage. For family coverage, the District's payment shall be 50% of the individual plan premium plus 35% of the difference between the family plan and the individual plan. For either plan, the Deputy Superintendent shall contribute the remaining balance of the premium.

B. Dental Insurance:

The Deputy Superintendent shall be provided dental insurance in accordance with schedule provided by the GNTA Benefits Trust Fund. The premium for such benefit shall be paid by the Board.

C. Optical Insurance:

The District shall reimburse the Deputy Superintendent in an amount up to $500.00 for the cost of optical care for the Deputy Superintendent and an amount not to exceed $500.00 for each of his eligible dependents. Said sum shall be reimbursed to the Deputy 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 Deputy Superintendent elected to receive such coverage from the District.

D. Life Insurance:

i. While employed by the District, in each year of this Agreement, the District shall pay the Deputy Superintendent the amount of $1,250.00 toward the annual premium amount of a life insurance policy to be purchased by the Deputy Superintendent. Said sum shall be reimbursed to the Deputy Superintendent on December 1st and upon the District's receipt of proof of payment of the annual premium by the Deputy Superintendent.

ii. In addition, the Deputy 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 Deputy Superintendent's retirement from the District until he attains age 65, and the premium for such coverage shall be paid by the District.

E. Sick, Personal, and Bereavement Leave

i. Upon appointment to his position as Assistant Superintendent for Business in the District, the Deputy Superintendent was credited with an initial unearned sick leave bank of fifty-five (55) days on July 1, 2022. 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.

ii. The Deputy Superintendent shall be credited with 15 sick days each school year, as of the beginning of the year on July 1st.

iii. Upon separation from the District, unused earned accumulated sick days, excluding such days as may be in the initial unearned 55-day bank, shall be paid at the rate of one day's pay (1/220th 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.

iv. Personal leave time is provided at the rate of three (3) days per year, with unused personal days accruing as sick days. Use of personal time is subject to prior approval by the Superintendent of Schools.

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

F. **Workers' Compensation and Jury Duty Leave Time:**

i. If the Deputy Superintendent is required to serve jury duty, full salary shall be paid without deduction from accumulated leave during the period of such service.

ii. If the Deputy Superintendent incurs an on-the-job injury, he will receive his regular salary and fringe benefits for a maximum of 12 months from the date of injury without loss of accumulated sick leave.

G. **Vacation:**

i. The Deputy Superintendent shall be credited with thirty (30) days of vacation leave on July 1st of this Agreement. These days are to be taken at the discretion of the Deputy Superintendent upon prior reasonable notice to the Superintendent of Schools.

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 Deputy Superintendent has 45 banked days and is awarded 30 days for a total of 75 days. On June 30th, the Deputy Superintendent has 55 days remaining in his bank, so he forfeits 10 days).

iii. On or before June 30th of each year, the first fifteen (15) unused vacation days from that school year will be cashed out at the Deputy Superintendent's daily rate of pay (1/220th of his annual salary). The remainder of the unused vacation days will be rolled into the Deputy Superintendent's vacation bank to the extent permissible under paragraph "ii" above (*E.g.*, for purposes of clarity, on June 30th of a given year, the Deputy Superintendent has 18 unused vacation days and is required to cash-in 15 days

and the remaining 3 days will be rolled into the vacation bank as permitted by paragraph "ii" above).

iv. Upon separation from the District, the value of the unused vacation days in the Deputy Superintendent's vacation bank (at the Deputy Superintendent's daily rate at time of separation (1/220th 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 Deputy 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.

H. Professional Conferences and Membership Dues

i. The Deputy Superintendent shall be encouraged to attend such professional conferences, workshops and meetings at the local, state and national levels as will further his professional development, subject to prior budgetary and attendance approval by the Superintendent of Schools.

ii. The District shall pay the Deputy Superintendent's membership dues in such professional organizations that are customarily part of the professional organizations to which Deputy Superintendents for business belong, subject to prior budgetary approval by the Superintendent of Schools.

I. Tax-Sheltered Annuity Program

1. The Deputy Superintendent shall be eligible to participate in a tax-sheltered annuity program in accordance with the provision of same to other District-wide managerial administrators.

2. Upon receipt of a satisfactory annual evaluation at the end of each school year, the District shall contribute $10,000 for the school year covered by the annual evaluation to the Deputy Superintendent's tax-sheltered annuity. Said contribution shall be made by the District on or about June 30th.

J. Automotive Allowance

The Board shall provide the Deputy Superintendent with a monthly allowance of $500.00 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.

K. Longevity

Effective July 1, 2025, upon successful completion of his probationary period, the Deputy Superintendent shall receive an annual, non-cumulative longevity payment of $6,000 to be paid in equal installments through the District's regular payroll.

L. Work Year

The Deputy Superintendent's work year shall be twelve months (July 1st through June 30th). The Deputy 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.

M. Heirs

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

5. **WRITTEN AGREEMENT:**

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

6. **SEVERABILITY:**

If any provision of this Agreement is determined to be contrary to law, it is understood and agreed that such provision shall be deemed deleted and the balance of the Agreement without such deleted provision, if otherwise lawful, shall remain in full force and effect. If any such deleted provision involves compensation or a money benefit, the undersigned parties agree to negotiate as part of the Agreement in place of such deleted provision a substitute of comparable value thereto, and in the event of an such deleted provision a substitute of comparable value thereto, and in the event of an impasses exceeding forty-five (45) days, either party hereto may submit the issue for final disposition, to arbitration by the American Arbitration Association pursuant to its rules, which Association shall be empowered to make an award of comparable value or compensation as reasonably implements the intent of the parties under the deleted provision.

7. **APPLICABLE LAW**

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

8. **ENTIRE AGREEMENT:**

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

Dated: July 9, 2024
Great Neck, New York

GREAT NECK UNION FREE SCHOOL DISTRICT

President, Board of Education

DEPUTY SUPERINTENDENT

John J. O'Keefe