

**EMPLOYMENT AGREEMENT:
DONALD GATELY
AS
ASSISTANT SUPERINTENDENT FOR
CURRICULUM, INSTRUCTION, AND PERSONNEL**

AGREEMENT, made this 6th day of June 2023, by and between the BOARD OF EDUCATION OF THE MANHASSET UNION FREE SCHOOL DISTRICT (“Board”), Town of North Hempstead, New York, and Dr. Donald Gately, [REDACTED] (“Assistant Superintendent”).

W I T N E S S E T H:

WHEREAS, the Board has offered to continue to employ Dr. Donald Gately as the Assistant Superintendent of Curriculum, Instruction, and Personnel of the Manhasset Union Free School District (“District”), upon the terms and conditions set forth herein; and

WHEREAS, Dr. Gately has accepted such offer of employment; and

WHEREAS, it is the parties’ belief that a written contract fully specifying the terms and conditions of the Assistant Superintendent’s employment by the District will promote effective communication between the parties;

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, and other good and valuable consideration, the parties agree as follows:

1. Term. The term of this agreement shall be for a two year period commencing July 1, 2023 and concluding June 30, 2025. This agreement shall supersede and replace all prior agreements between the Board and the Assistant Superintendent relating to terms and conditions of employment as an Assistant Superintendent, as well as any prior amendments to such prior agreements.

2. Certification. The Assistant Superintendent shall possess a valid certificate to act as a school administrator in the State of New York at all times during the term of his employment with the District.

3. Duties. The Assistant Superintendent shall have overall supervisory responsibility for the district's curriculum and instruction (K-12), as well as overall supervisory responsibility for all District personnel functions, including, but is not limited to, supervision over hiring, supervision, and evaluation of all District employees, staff development, testing and evaluation of students, curriculum, and extra-curricular activities, as well as such other responsibilities as may be assigned by the Superintendent of Schools.

4. Salary. (a) The Assistant Superintendent's annual base salary for the period July 1, 2023 through June 30, 2024 shall be \$236,640 and shall be paid in equal installments in accordance with the rules of the Board governing salary payment to administrative employees. The Assistant Superintendent's salary for any subsequent years (July 1 through June 30) will be determined by the Board. In no event shall the Assistant Superintendent's annual base salary in any given contract year (July 1 through June 30) be less than the annual base salary set for the previous contract year.

(b) 403(b) Contribution. The District will make an annual, non-elective employer contribution to the Assistant Superintendent's 403(b) account in the amount of 1.5% of the Assistant Superintendent's then-current base salary. Such payment shall be made on or about May 15 each year. It is understood that the Assistant Superintendent agrees to indemnify and save the District harmless against any and all claims and/or liabilities, including fees, that arise out of or by reason of action taken or not taken by the District for the purpose of complying with this Section.

5. Health Insurance. (a) The District shall pay 80% and the Assistant Superintendent shall pay 20% of the cost of the premium (individual coverage or family coverage, including domestic partners, in accordance with NYSHIP regulations) for health insurance coverage in the New York State Health Insurance Plan. If the Assistant Superintendent waives the right to carry District-sponsored health insurance for a full fiscal year (July 1 through June 30), he will be entitled to a health insurance declination benefit payable at the conclusion of the fiscal year. Such declination benefit will be in the amount of \$2,500 annually if the Assistant Superintendent is solely eligible for an individual policy, or \$4,000 annually if the Assistant Superintendent is eligible for a family policy. It is understood that during the term of this agreement, the District shall have the option to select an alternative carrier or to select a third party administrator or an in-house self-insurance system in place of the health insurance coverage currently provided to the District's employees through the New York State Health Insurance Plan, provided, however, that the benefits of such health coverage shall be comparable to those provided by the New York State Health Insurance Plan at the time of the change.

(b) The Assistant Superintendent may elect to participate in the District's I.R.C. Section 125 plan for the purpose of making health insurance contributions, pursuant to any and all policies of the District governing the implementation of the Section 125 Plan.

(c) The period of service required to qualify for health insurance benefits following retirement shall be seven years of District service. Upon retirement from the District, the Assistant Superintendent shall be able to continue his health insurance coverage (individual or family) and shall be guaranteed in retirement the same contribution rate he had immediately prior to the effective date of his retirement from District service. In the event that the Assistant Superintendent shall leave the District service prior to retirement and subsequently be eligible to rely on his vested

health insurance rights in the District to provide his health insurance coverage in retirement, the contribution rate shall be the contribution rate then charged to the then-Assistant Superintendent for Curriculum, Instruction, and Personnel, or the substantially equivalent title.

6. Dental Insurance. The District shall pay 80% and the Assistant Superintendent shall pay 20% of the cost of the premium (family or individual coverage) for dental insurance coverage under the District's existing dental insurance policy.

7. Life Insurance. The District will provide a fully paid term life insurance policy with a policy amount of two times the Assistant Superintendent's annual base salary.

8. Work Year. The Assistant Superintendent's work year shall be twelve months. Except in case of emergency, the Assistant Superintendent shall not be required to work on days designated as legal school holidays when the District's Central Office is closed.

9. Vacation. (a) The Assistant Superintendent shall be entitled to twenty-five (25) paid vacation days annually, which days shall be earned at the rate of 2.5 days per month for the first ten months of each fiscal year. If the Assistant Superintendent's employment is terminated or discontinued for any reason, including resignation or retirement, unused vacation days will not be eligible for cash-out.

(b) The Assistant Superintendent may use vacation days in advance of the actual date earned, provided that in the event the Assistant Superintendent leaves the District's employ prior to the end of a school year, the District shall be entitled to recoup the value of any unearned vacation days used by the Assistant Superintendent and deduct the value of such unearned days from any final payment made to him.

(c) Such vacation days shall be taken at such time or times as shall be mutually agreeable to the parties. The Assistant Superintendent shall be permitted to carry over up to ten

(10) vacation days into the subsequent year, provided that at no time may the Assistant Superintendent's total number of vacation days exceed thirty-five (35) days.

10. Other Leave. (a) Sick Leave. The Assistant Superintendent shall be credited annually with fifteen (15) days of paid sick leave days on July 1st of each year which may be used for personal illness, religious holidays, or illness in the immediate family. Three of such days may be used for personal business. Unused sick leave may be accumulated up to a maximum of sixty-five (65) days.

(b) Bereavement Leave. The Assistant Superintendent shall be entitled to a maximum of five (5) days for a death in his immediate family i.e., spouse, domestic partner, child, sibling, parent, parent-in-law, grandparent. Bereavement leave days shall be exclusive of sick leave and non-cumulative.

(c) Extended Illness. The Assistant Superintendent shall be credited with a bank of 180 extended illness days which shall be available for his use only in the event that the Assistant Superintendent shall suffer a serious illness, which shall prevent him from the performance of his duties as Assistant Superintendent. Such illness shall be certified by the Assistant Superintendent's physician. Upon such written certification, and upon the exhaustion of the Assistant Superintendent's sick and vacation leave accruals, the Assistant Superintendent shall be permitted to draw upon such extended illness days and receive his full salary for each day of extended illness. At the request of the Board, the Assistant Superintendent shall submit to an examination by a physician or other health professional appointed by the Board to verify the continued qualification of the Assistant Superintendent to receive the extended illness benefit. Such extended illness days shall not be increased beyond the initial 180 days, and in no event shall such extended illness days be converted to their cash value, it being the specific intention of the

parties that such days be available solely to provide compensation to the Assistant Superintendent during a period of serious illness.

11. Performance Evaluation. The Superintendent of Schools shall provide a written performance evaluation of the Assistant Superintendent's performance on an annual basis.

12. Discontinuance; Termination. The Assistant Superintendent shall be subject to the procedures set forth in section 3031 of the New York State Education Law. In the event of either the discontinuance or termination of the Assistant Superintendent's employment with the District, this employment agreement, and all the rights, benefits and obligations it confers, shall cease to be effective.

13. Indemnification. The Board agrees to provide legal counsel and to indemnify the Assistant 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 committed while the Assistant Superintendent is acting within the scope of his employment or under the direction of the Board. The Assistant Superintendent shall also be entitled to all protections of all New York State statutes providing indemnification and legal defense to officers and employees of the District, including, but not limited to, Public Officers Law Section 18.

14. Governing Law. This agreement has been entered into under, and shall be governed in accordance with, the laws of the State of New York.

15. Paragraph Headings. The paragraph 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.

16. 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, and shall not be susceptible to oral modifications, nor shall parol evidence be admissible to establish any oral modification thereof.

17. Severability. The invalidity or unenforceability of any provision herein shall in no way affect the validity or enforceability of any other provisions.

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

BOARD OF EDUCATION OF THE
MANHASSET UNION FREE SCHOOL DISTRICT

BY: Patricia Aitken 6/14/202
Patricia Aitken, President (date)

Donald Gately 06/12/23
Donald Gately, Ed.D. (date)