

**Benefit and Compensation Agreement**  
**Between the North Merrick Union Free School District and the Director of School Facilities**

WHEREAS, on September 12, 2017, the Board of Education of the North Merrick Union Free School District ("District"), appointed Samuel Carder ("Employee" or "Director of School Facilities") to the position of Director of School Facilities, pending clearance from the Nassau County Civil Service Commission (the "Commission");

WHEREAS, the Commission has provided such clearance;

NOW THEREFORE, the parties mutually agree upon the terms and conditions of the employment of Director of School Facilities, as follows:

1. Term: This Benefit and Compensation Agreement shall commence on October 16, 2017 and continue through June 30, 2018, subject to the terms and conditions set forth below.
2. Duties: The Employee agrees, that under the Superintendent of Schools' direction he shall perform all the services and duties imposed by law, rule or regulation upon the Director of School Facilities of a Union Free School District within the State of New York, as well as those imposed by the Board's policies, by-laws, rules and regulations. During the term of this Agreement, the Employee shall devote his full time, good faith, best efforts, skill, labor and attention to his employment by the Board.
3. Work Year: The Employee shall be considered a twelve month employee with a work year inclusive of July 1 through June 30<sup>th</sup>.
4. Salary: The annual salary of the Employee shall be \$130,000.00 for the position of Director of School Facilities and shall be prorated from October 16, 2017 through June 30, 2018.
5. Fringe Benefits - The Employee shall receive the following benefits:
  - a. Vacation - The Director of School Facilities is entitled to twenty-two (22) vacation days per year, which shall be credited upon the first day of employment and July 1<sup>st</sup> thereafter. The Director of School Facilities may annually cash in up to ten (10)

unused vacation days per year at the per diem rate of  $1/240^{\text{th}}$  of his annual salary . Vacation days may not be carried-over from one year to the next.

- b. **Sick/Personal Leave** – The Director of School Facilities shall be entitled to twelve (12) days of leave which may be used for illness, or illness in the immediate family. The Director of School Facilities shall be entitled to three (3) personal days. Unused personal days shall be converted to sick days. Unused sick days may be accumulated to a maximum of one hundred eighty (180) days. After at least ten (10) years of continuous service with the District, upon giving notice in writing to the Board of Education of intention to retire from the District pursuant to a New York State Retirement Plan, the Director of School Facilities shall be paid upon retirement, 20% of accumulated unused sick leave. The District shall make such payment at the per diem rate of  $1/240^{\text{th}}$  of his annual salary with a maximum accumulation of 180 days. The Director of School Facilities shall not be entitled to receive the cash value, cash equivalent or any other economic benefit from said accumulated sick leave either before or after retirement except as use for sick time. The sick/personal time allotment shall be credited as of the start of the term of this Agreement. However, if the Director of School Facilities separates from employment with the District prior to June 30 of any school year, the sick/personal time allotment shall be prorated.
- c. **Health Insurance** - The Employee shall be required to contribute 20% of the cost of the health insurance premium paid by the District for individual or family health coverage. The Employee shall have the option to withdraw from participation in the Health Insurance Plan, or change coverage from family to individual. Should the Employee choose to exercise this option he must notify the District in writing, by May 1<sup>st</sup>, of his intention. If the Employee elects to “opt-out” of the Health Insurance program offered by the District he shall receive a benefit of a total of 30% of the premium in the first paycheck in January, and the last paycheck in June.
- d. **Health Insurance into Retirement** - In the event the Director of School Facilities retires from employment with the District after ten (10) or more years of District service, and to the extent the Director of School Facilities is otherwise eligible for health insurance from the District into retirement pursuant to the then current New York State Health Insurance Program (“NYSHIP”) rules, the District shall pay 65%

of the health insurance premium for individual health insurance, and if applicable, 50% of family health insurance as of the date of retirement.

- e. **Dental Insurance:** The Employee shall be entitled to individual dental insurance coverage with no required employee contribution. Family dental coverage shall be provided at the Employee's cost (as of September 2017, \$88.63 per month).
- f. **Bereavement Leave:** A maximum of two (2) days will be granted with pay in each school year as bereavement leave, when the deceased is part of the Employee's immediate family. Immediate family is defined as spouse, life partner, child or children including step and foster children, parent, grandparent, sibling, grandchild, father/mother in law, or brother/sister in law.
- g. **Holidays:** The Employee shall be entitled to paid holiday leave according to the approved CSEA calendar for twelve-month employees. The Superintendent shall have the right to call upon the Director of School Facilities for additional days during holidays, recess periods or days when schools are closed, for reasons of emergency, such as snow days, as circumstances require.
- h. **Cellular Telephone Use /Availability:** The Director of School Facilities shall be reachable by his personal cellphone 24 hours a day in case of an emergency. The Director of School Facilities shall be entitled to a personal cellphone stipend in the amount of \$50 per month. Payment for the Stipend will be paid in the last paycheck of the school year. The personal cellphone stipend does not constitute an increase in base pay, nor will it be included in the calculation of percentage increases to base pay. The Director of School Facilities will be responsible for choosing his own equipment and voice and/or data plan as well as their carrier. The District does not accept any liabilities for claims, charges or disputes between the service provider and the employee. The Employee is also personally responsible for the equipment, any replacement for loss or damage will be at the expense of the Director of School Facilities. The Employee must continue to maintain the cell phone or device during the course of employment with the District. Use of the cell phone or device in any manner contrary to local, state, or federal laws will constitute misuse, and may result in immediate termination of the stipend.

6. Evaluations: Each year the Superintendent shall evaluate the Employee's performance.

7. Termination: This Agreement may be terminated by resignation or retirement of the Employee, which shall be submitted in writing to the Superintendent of Schools and Board of Education upon no less than thirty (30) days' notice. Termination by the District shall be governed by New York Civil Service Law.

8. No Guarantee of Employment: This Agreement shall in no way constitute a guarantee of employment to the Director of Facilities during or after the term of this Agreement. Similarly, this Agreement shall not constitute any guarantee that the Board of Education will continue to maintain the position of Director of School Facilities.

BOARD OF EDUCATION  
NORTH MERRICK UNION  
FREE SCHOOL DISTRICT

BY: Wendy Gargiulo  
Name: Wendy Gargiulo  
Title: President of the Board of Education

Date: 10/10/2017

EMPLOYEE

BY: Samuel P. Carder  
NAME: Samuel P. Carder  
Title: Director of School Facilities

Date: 10/10/2017