

**CONTRACT BETWEEN
PORT JERVIS CITY SCHOOL DISTRICT
AND
DONALD PREISS
Director of Facilities III
July 1, 2017 to June 30, 2020**

1. PARTIES

This agreement is between the Port Jervis City School District (hereinafter referred to as the "District") and Donald Preiss (hereinafter referred to as the "Director").

2. PURPOSE

This agreement sets forth the terms and conditions of employment by the District of the Director and supersedes all previous agreements written or oral.

3. DUTIES

The Director shall perform all of the duties and responsibilities of the position of Director of Facilities III (see attached Civil Service job description), and as assigned by the Assistant Superintendent for Business of said District, pursuant to the provisions of the Laws of the State of New York, and shall be responsible directly to the Assistant Superintendent for Business of said District. In addition to the Civil Service Director of Facilities III duties, the Director is responsible for duties performed as Clerk of the Works on operating budget projects, assists with oversight on capital projects and referendums, Supervisor for the Technology Department in collaboration with the Assistant Superintendent for Instruction, and asbestos LEA, as well as attending meetings of the Board of Education.

4. LAW GOVERNING

All matters affecting the interpretation of this agreement and the rights of the parties hereto shall be governed by the Laws of the State of New York and in accordance with the policies of the Board of Education of the District. This agreement shall in no way affect the employment rights of the Director under New York State Civil Service Law or any associated rights of the District.

5. PROFESSIONAL GROWTH

The District encourages the continuing professional growth of the Director through his participation in activities conducted by local, state, and national professional organizations and school board associations; seminars and courses offered by public or private educational institutions; and other programs authorized by the Assistant Superintendent for Business.

The District shall permit a reasonable amount of release time, as deemed appropriate by the Superintendent, and shall pay for the necessary fees, travel, and subsistence to an amount authorized by the Superintendent and as provided by the Board. In addition, reimbursement shall be made for the full cost of tuition for all courses of graduate studies previously approved by the Superintendent and successfully completed with a final grade of B+ or better, in an amount not to exceed nine (9) credits in any fiscal school year.

6. VACATION AND HOLIDAYS

The Director shall be entitled to twenty-eight (28) vacation days annually which begin to accrue on July 1 of each school year. However, should the Director separate from employment during the course of the school year, such vacation days will be prorated. The Director may carry over a maximum of thirty (30) days. The Director shall be entitled to sell back up to five (5) unused vacation leave accruals per year at the Director's per diem rate.

Unused vacation days, up to a maximum of fifty-five (55) days shall be paid to the Director at his daily rate of pay at the time his separation from service from the District for whatever reason, including retirement.

The Business Office of the District shall maintain a record of unused and accumulated vacation time and such records shall be binding upon the Director or his estate.

In addition, the Director shall be entitled to the following holidays:

Day before New Year's Day	Independence Day
New Year's Day	Labor Day
Martin Luther King Jr. Day	Columbus Day
Lincoln's Birthday	Veterans Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	Day before Christmas Day
	Christmas Day

If a holiday falls on a Saturday or Sunday, another day that is mutually acceptable will be granted in lieu thereof.

7. HEALTH AND DENTAL/VISION INSURANCE

The District shall pay on behalf of the Director, eighty-eight percent (88%) of the premium for the Orange-Ulster Health Insurance Plan. Thus, the Director shall be responsible for the remaining twelve percent (12%) of the premium cost. The Director shall be entitled only to the benefits as defined and payable by the Orange-Ulster Health Insurance Plan Trust.

Additionally, should the Director be covered by another health insurance plan, he shall be eligible for a buy-out of the health insurance plan at the rate of \$2,500.00.

The Director shall be eligible for both dental and vision insurance through the District. The District shall pay the following amounts for the purpose of providing dental and vision insurance: \$1,585.56 annually for dental insurance; \$292.08 annually for vision insurance. Beyond the 2017-2018 school year, the District contribution rates will mirror the CSEA contract

employer contribution for the life of this agreement.

The District reserves the right to substitute a new insurance plan.

8. HEALTH AND DENTAL INSURANCE AT RETIREMENT

If the Director retires, pursuant to the rules and regulations of the New York State Employees' Retirement System, from the Port Jervis City School District with seven (7) years of continuous employment with the District, the District will provide single or family health insurance to the Director and shall pay on behalf of the Director eighty-eight (88%) of the premium cost.

The District agrees and shall, to the extent permissible under COBRA, continue to cover the retired Director for dental benefits. To the extent such programs prohibits the continued coverage beyond the designated COBRA period, the District agrees to and shall, in lieu of such coverage, pay to the retiree a sum equivalent to the premium that would otherwise have been paid, at the time of retirement, had the coverage continued.

Notwithstanding anything herein contained to the contrary, nothing contained in this provision shall be construed to require the continuation and payment of such health and dental benefits, or premium equivalent as hereinbefore set forth, where the Director retires from the Port Jervis City School District and thereafter resumes employment with a new school district, during the period of such re-employment.

If the Director elects to drop such health coverage in favor of alternative health coverage, shall, in consideration of such election, be entitled to receive payment of \$2,500 annually.

9. SALARY DEDUCTION AND REDUCTION

When authorized by the Director, in writing, the District shall deduct from the Director's salary the amount stipulated by him, at an interval to be determined by the Business Office of the District, for participation in Tax Sheltered Annuity contributions.

10. SALARY

For the 2017-2018 school year, the District agrees to pay the Director a salary at the rate of \$152,490.00 annually, payable in bi-weekly installments. It is understood that the salary and benefits outlined in this Agreement shall continue without modification unless modified by mutual agreement. Any increase in the Director'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 Director have entered into a new Agreement, unless expressly stated in writing signed by both parties hereto.

Prospective increases in compensation and improvements in fringe benefits shall be determined as follows: On or about May 1st, the Board shall meet to discuss the Superintendent's recommendation, if any, as to what appropriate salary increase and/or benefit modification(s) shall be made to the salary and benefits provided in this Agreement for the following school year. The decision of the Board shall be communicated to the Superintendent, and thereafter by the Superintendent to the Director prior to June 30th.

The annual salary shall be paid in twenty-six (26) or twenty-seven (27) installments.

11. LEGAL PROTECTION

The District agrees, as a further condition of this employment contract, that it shall defend, hold harmless, and indemnify the Director from any and all demands, claims, suits, actions, and legal proceedings brought against the Director in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while the Director was acting within the scope of his employment and provided the Director notifies the District within ten (10) days of any service upon him.

The District shall not be responsible for the cost of any disciplinary action brought against the Director by the Board of the District, or any actions related thereto or arising therefrom.

12. MODIFICATION OF AGREEMENT

No modification, or waiver, of any of the terms of this agreement shall be valid unless in writing and unless the same are executed with the same formality as this agreement. In addition, no waiver of any breach or default hereunder shall be determined a waiver of any subsequent breach or default of the same or similar nature, nor shall the same be considered a waiver of any other term of provision of this agreement.

13. SICK LEAVE

The Director shall be entitled to fifteen (15) sick days annually. The Director may accumulate up to a maximum of 225 sick leave days. However, should the Director separate from employment during the course of the school year, such sick leave days shall be prorated. Should the Director separate from employment for the purpose of retirement, pursuant to the rules and regulations of the New York State Employees' Retirement System, he shall be reimbursed for any unused sick leave accruals at the rate of 1/400 of his salary.

14. PERSONAL LEAVE

The Director shall be entitled to three (3) personal leave days per year. Such days may not be carried over to another year. However, should the Director separate from employment during the course of the school year, such personal leave days shall be prorated.

15. BEREAVEMENT

The Director may be entitled to three (3) days of paid leave for bereavement for the loss of a member of the Director's immediate family, defined as the Director's father, mother, brother, sister, husband, wife, son, daughter, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandchildren, grandparents and "significant others." The term "significant others" shall be deemed to include an individual and/or individuals who cohabit and/or reside with the Director.

Such leave is granted at the discretion of the Superintendent.

16. JURY DUTY

The Director serving on jury duty shall be granted leave without financial loss or loss of sick leave.

17. OTHER LEAVES

The District may grant the Director leave for any reason, with or without pay, upon application to and approval by the Superintendent and the Board.

18. CAR ALLOWANCE

Monthly car allowance in the amount of \$400 per month. Monthly gas allowance of 25 gallons of fuel per month. Fuel usage less than 25 gallons cannot be carried over to the next month. Fuel usage will be documented through the District's gas accounting.

19. REORGANIZATION

In the event of a reorganization during the contract period, the Director shall be employed in the same or comparable Administrative position for which he is qualified for the balance of the contract period or for a period of one (1) year after notice of the elimination of his position, whichever is longer, with all salary and benefits provisions continuing throughout.

Every reasonable effort shall be made to place the Director in a position for which he is qualified at the end of such period.

20. SNOW DAYS

In the event the District is closed due to a district-wide snow day, the Director shall not be required to report for duty and shall not suffer any loss of pay, unless the Superintendent directs the Director to report to duty due to Buildings and Grounds related emergencies.

21. TERMINATION

This Agreement may be terminated at any time in writing by the Director provided that a minimum of sixty (60) days prior notice of intent to seek termination of the Agreement is provided to the District.

Both parties acknowledge that the termination of the employment of the Director of Facilities III and his employment status as a civil service employee are subject solely to the procedures set forth at length in various provisions of the Civil Service Law of the State of New York and nothing herein contained shall be deemed to have modified the following in any respect.

22. WORKERS' COMPENSATION PAYMENT

In the event the Director of Facilities III is injured in the course of his services and employment, and in the further event he is entitled to Workers' Compensation, he shall return to the District any benefits paid under Workers' Compensation for loss of wages for such time for which he

shall have received full pay while on sick leave.

23. SEVERABILITY CLAUSE

The invalidity of any particular provision of this Agreement shall not affect any other provision hereof and this Agreement shall be construed as if the invalid portion of such provision were omitted. Should federal or state law grant further or additional rights to the Director, such shall prevail.

24. PRIOR AGREEMENT

This Agreement forms the entire understanding between the parties and supersedes all prior agreements and understandings.

25. APPROVAL

This Agreement is subject to the approval of the Board of Education.

The signatures affixed to this Agreement reflect the willingness and ability of the parties to abide by the terms contained herein.

DONALD PREISS

BY: Donald R. Preiss
TITLE: Director of Facilities III
DATE: 9/29/17

**PORT JERVIS CITY
SCHOOL DISTRICT**

BY: _____
TITLE: _____
DATE: _____