

SALARY AND BENEFITS AGREEMENT
Director of Facilities III

AGREEMENT, made this 14th day of September, 2023, by and between the Elwood Union Free School District, with offices for the transaction of business located at 100 Kenneth Avenue, Greenlawn, New York 11740-2900 (hereinafter referred to as the "District") and Ron Carritue (hereinafter referred to as the "Director of Facilities III").

WHEREAS, the Director of Facilities III was duly appointed by the District to the position of Director of Facilities III, effective October 1, 2023 and

WHEREAS, the Board of Education ("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, the District has established certain salary, fringe benefits, and terms and conditions of employment for the Director of Facilities III, and

WHEREAS, the District and Director of Facilities III have determined to codify said salary, fringe benefits, and terms and conditions of employment in this contract; and

WHEREAS, both parties acknowledge that the termination of the employment of the Director of Facilities III is subject solely to the procedures set forth 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 foregoing in any respect; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, the parties hereby agree as follows:

1. EMPLOYMENT

The Director of Facilities III agrees to serve, until resignation, retirement, or removal from office pursuant to Civil Service Law of the State of New York, as the Director of Facilities III. The Director of Facilities III represents that he/she possesses all applicable and required State Education Department Certifications.

2. WORK YEAR

The work year of the Director of Facilities III shall be twelve (12) months, from July 1 to June 30, subject only to such vacation, holidays, or leave time set forth in the Agreement. The Director of Facilities III is entitled to 19 holidays with pay per year.

The 19 specific holidays shall consist of all federal and state holidays plus any additional days to be defined by the District before the start of each fiscal year.

The employee shall be required to attend such Board of Education meetings and other evening meetings as directed by the Superintendent of Schools.

3. SALARY

The salary shall be \$147,692 per annum for the school year 2023/2024 (to be pro-rated based on the effective date of hire of October 1, 2023. Said salary shall be payable in twenty-six (26) bi-weekly payments. Subsequent increases may occur on July 1 of each year and shall be at the sole discretion of the Superintendent of Schools with Board of Education approval. Salary payments shall be electronically directly deposited into a bank account of the Director of Facilities III choice.

Effective July 1, 2024, the Director of Facilities III' salary for the school year 2024-25 shall be a cost of living increase equal to the increase in the CPI-U, AU Urban Consumers for New York - Northern New Jersey - Long Island from the previous 12 month period, over the prior year's base salary. Said annual increase shall not be less than one percent (1%) or more than two percent (2%).

4. VACATION

The Director of Facilities III shall be entitled to twenty-five (25) annual vacation days with pay. Vacation days in the Director of Facilities III first year of employment shall be prorated based on the Director of Facilities III starting date of October 1, 2023. These 25 days shall accrue during a year of employment, defined as July 1 to June 30. With the approval of the Superintendent of Schools, a maximum of five (5) unused vacation days may be sold back at the then current per diem rate of pay at the end of the school year in which it was available for use, with the per diem rate based on 1/260th of the Director of Facilities III salary. All vacation time use is subject to approval by the Superintendent of Schools.

5. EXPENSE REIMBURSEMENT

The District shall reimburse the Director of Facilities III for all authorized expenses incurred within the scope of employment; supporting vouchers shall be submitted for expenditures. Pre-approval shall be required for all expenditures over Two Hundred Fifty (\$250.00) Dollars.

6. HEALTH INSURANCE

The group State Health program provided by the District to its teachers, or its equivalent, will be made available to the Director of Facilities III on an individual or family basis, subject to regulations and conditions established by the insurance carrier. The District will pay seventy-five percent (75%) of either the individual or family coverage premiums, whichever plan the Director of Facilities III elects.

The Director of Facilities III may elect to waive participation in the New York State Health Insurance program provided by the District in exchange for a cash payment during each calendar year if permissible by the rules and regulations set forth by NYSHIP. The current amount is \$1,500 for waiver of applicable individual coverage or \$3,000 for applicable family coverage.

The District shall pay 75% of family coverage, or 85% of individual coverage (whichever is applicable) of the cost of health insurance on behalf of the employee upon retirement under the service retirement provision of the New York State and Local Retirement System, provided the employee has a minimum of ten (10) years of Elwood service.

7. DISABILITY INSURANCE

Disability Insurance. During the term of the Employee's employment hereunder, the District shall pay 100% of the premium payment for the Employee's participation in the disability insurance plan in effect. Coverage will take effect at the expiration of unused sick leave or ninety calendar days from the onset of the condition, whichever period is longer. Should unused sick, personal and vacation leave be insufficient to provide full salary for the 90 calendar day waiting period, the district will continue Employee on payroll at 66 2/3% of salary from the expiration of all sick, personal and vacation leave until the 90 day waiting period is satisfied.

8. LIFE INSURANCE

During the term of the Employee's employment hereunder, the District shall pay 100% of the premium payment for a term life insurance policy, insuring the life of the Employee in an amount equal to one hundred percent (100%) of annual salary rounded to the nearest \$500.00. The insurance plan shall also provide Employee with the opportunity to purchase additional insurance up to the face amount of \$ 1 0,000 at no cost to the District.

9. DENTAL INSURANCE

The group dental program provided by the District to its teachers, or its equivalent, will be made available to the Director of Facilities III on an individual and/or family basis, subject to regulations and conditions established by the insurance carrier. The District will pay 100% of the premium cost for either the individual or family coverage.

10. EXCESS MAJOR MEDICAL

During the term of the Employee's employment hereunder, the District shall pay 50% of the premium payment for the Employee's participation in an excess major medical program for as long as the District provides such coverage.

11. VANDALISM

Reasonable and legitimate claims made by the Director of Facilities III for damage to personal property will be reimbursed by the District.

12. ABSENCE WITHOUT LOSS OF PAY

a. Sick leave shall be granted on the basis of twelve (12) days per year with unlimited accumulation.

b. During a Director of Facilities III extended illness, the District will require periodic medical reports.

c. The Director of Facilities III will be notified yearly of accumulated number of unused sick days.

d. Personal Illness - The Director of Facilities III may utilize up to the maximum of accumulated days, as needed.

e. Personal Obligations

(1) The Director of Facilities III may be absent for matters of a personal nature to meet obligations which cannot be met at times other than during a work day, up to three (3) days per contract year. Unused personal days shall accrue as sick days.

(2) Days of a "personal nature" are for personal business and

obligations such as:

- i) Legal matters including house closings, income tax hearings, adoption proceedings, probating wills, court appearances, and the like;
- ii) Ceremonies such as family weddings, graduations, and religious exercises;
- iii) Moving;
- iv) Emergency family accidents, doctor or hospital visits;
- v) Funerals of relatives other than immediate family.

f. Jury Duty

(1) If the Director of Facilities III is required to serve jury duty, full salary shall be paid without deduction from accumulated leave during the period of such service.

(2) The Director of Facilities III will remit to the District the total per diem jury fees paid for jury service, if any, less allowance for transportation.

g. Bereavement Leave - A maximum of five (5) days of leave shall be granted by reason of a death in the immediate family. "Immediate family" is defined as spouse, children, mother, father, brother, sister, grandfather, grandmother, father-in-law, mother-in-law, grandchildren, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and other members of the household of which the employee is a part.

13. LONGEVITY PAYMENT

The Director of Facilities III shall be eligible to receive a longevity payment in the amount of \$3,000 upon the completion of five (5) years of employment as the Director of Facilities III subsequent to October 1, 2023. There shall be an additional \$3,000 longevity payment upon the completion of ten (10) years of employment subsequent to October 1, 2023 and another \$3,000 longevity payment upon the completion of fifteen (15) years of employment subsequent to October 1, 2023 for a potential cumulative total of \$9,000.

14. TAX-SHELTERED ANNUITY

The District shall make a Tax Sheltered Annuity Plan available to Employee, with the Employee responsible for all plan contributions.

15. 457 COMPENSATION PLAN

The Director of Facilities III may participate in the District's 457 Compensation Plan by a payroll deduction from his salary.

16. LIABILITY PROTECTION

a. The District shall provide an attorney or attorneys and pay such attorneys' fees and expenses necessarily incurred in the defense of the Director of Facilities III in any civil or criminal action or proceeding arising out of the Director of Facilities III discharge of duties within the scope of employment. The District shall not be bound to the above unless the Director of Facilities III shall, within ten (10) days of the time the Director of Facilities III is served with any summons, complaint, process or notice, deliver the original or a copy to the District or its attorney.

b. The District will protect the Director of Facilities III from financial loss arising out of any claim, demand, suit, or judgment by reason of alleged negligence or other acts resulting in accidental injury to any person within or without the school building, provided such Director of Facilities III at the time of the accident or injury was acting in the discharge of duties within the scope of such employment and/or under the direction of the District. The District shall not be bound to the above unless the Director of Facilities III shall, within ten (10) days of the time the Director of Facilities III is served with any summons, complaint, process or notice, deliver the original or a copy of the same to the District or its attorney.

c. Nothing hereinabove set forth shall be deemed to limit or otherwise diminish any rights of the Director of Facilities III established by Sections 3023, 3028, 3811 or 3813 of the Education Law and Article 18 of the Public Officers' Law.

17. RETIREMENT

1) Payment for unused sick leave on a one (1) for three (3) basis at current salary based on 1/260th of the Director of Facilities III salary.

18. WRITTEN AGREEMENT

This Agreement shall continue in full force and effect during the term of employment of the Director of Facilities III unless otherwise modified or extended in accordance with the provisions of this Agreement, or by an agreement in writing between the parties.

19. APPLICABLE LAW

This Agreement is subject to all applicable laws of the State of New York, rules and regulations of the New York State Civil Service Department, Board of Regents and the Commissioner of Education, and rules, regulations, and policies of the District.

20. ENTIRE AGREEMENT

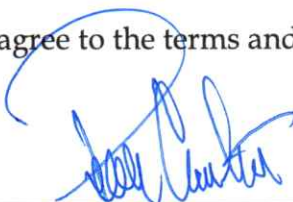
This Agreement constitutes the full and complete agreement between the Board and the Director of Facilities III and may not be altered, changed, added to, deleted from, or modified except through the mutual written consent of the parties.

21. 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.

This Agreement shall become effective on October 1, 2023.

I agree to the terms and conditions of this Agreement.



Ron Carritue
Director of Facilities III



James Tomeo
President, Board of Education

FIRST AMENDMENT

FIRST AMENDMENT to the Salary and Benefits Agreement between the BOARD OF EDUCATION of the ELWOOD UNION FREE SCHOOL DISTRICT and RONALD CARRITUE

WHEREAS, the parties entered into an Agreement dated September 14, 2023 which was effective from October 1, 2023, through June 30, 2024; and

WHEREAS, the parties are desirous of amending said Agreement; and

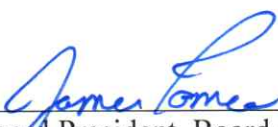
NOW, THEREFORE, based upon the mutual covenants and understanding between the Employee and the Board, it is understood and agreed:

1. **TERMS OF EMPLOYMENT:** All of the terms of employment set forth in the aforesaid Agreement shall remain in full force and effect except as modified herein.
2. **DURATION:** This Agreement shall be extended from July 1, 2024 through June 30, 2025.
3. **SALARY:** The annual salary for the Director of Facilities III for the year July 1, 2024 through June 30, 2025 shall be \$150,646.
4. **HEALTH INSURANCE:**

The group State Health program provided by the District to its teachers, or its equivalent, will be made available to the Director of Facilities III on an individual or family basis, subject to regulations and conditions established by the insurance carrier. Effective July 1, 2024, the District will pay seventy-five percent (78%) of either the individual or family coverage premiums, whichever plan the Director of Facilities III elects.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

Elwood Union Free School District



Board President, Board of Education of
the Elwood Union Free School District

Dated: 8/29/24



Ronald Carritue

Dated: 19 Aug 24

SECOND AMENDMENT

FIRST AMENDMENT to the Salary and Benefits Agreement between the BOARD OF EDUCATION of the EL WOOD UNION FREE SCHOOL DISTRICT and RONALD CARRITUE

WHEREAS, the parties entered into an Agreement dated September 14, 2023 which was effective from October 1, 2023, through June 30, 2025; and

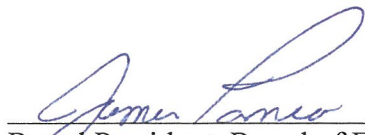
WHEREAS, the parties are desirous of amending said Agreement; and

NOW, THEREFORE, based upon the mutual covenants and understanding between the Employee and the Board, it is understood and agreed:

1. **TERMS OF EMPLOYMENT:** All of the terms of employment set forth in the aforesaid Agreement shall remain in full force and effect except as modified herein.
2. **DURATION:** This Agreement shall be extended from July 1, 2025 through June 30, 2026.
3. **SALARY:** The annual salary for the Director of Facilities III for the year July 1, 2025 through June 30, 2026 shall be \$153,659.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

Elwood Union Free School District



Board President, Board of Education of
the Elwood Union Free School District

Dated: 7/15/26



Ronald Carritue

Dated: 12 Feb 26

THIRD AMENDMENT

THIRD AMENDMENT to the Salary and Benefits Agreement between the BOARD OF EDUCATION of the EL WOOD UNION FREE SCHOOL DISTRICT and RONALD CARRITUE

WHEREAS, the parties entered into an Agreement dated September 14, 2023 which was effective from October 1, 2023, through June 30, 2024; and extended through June 30, 2026, and;

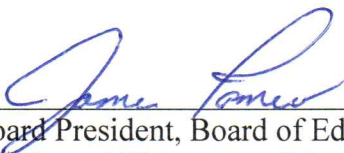
WHEREAS, the parties are desirous of amending said Agreement; and

NOW, THEREFORE, based upon the mutual covenants and understanding between the Employee and the Board, it is understood and agreed:

1. **TERMS OF EMPLOYMENT:** All of the terms of employment set forth in the aforesaid Agreement shall remain in full force and effect except as modified herein.
2. **DURATION:** This Agreement shall be extended from July 1, 2026 through June 30, 2027.
3. **SALARY:**
 - a. The annual salary for the Director of Facilities III for the year July 1, 2026 through June 30, 2027 shall be \$156,732.
4. **EXPENSE REIMBURSEMENT:**
 - a. The District shall reimburse the Director of Facilities III for all authorized expenses incurred within the scope of employment; supporting vouchers shall be submitted for expenditures. Pre-approval shall be required for all expenditures over two hundred-fifty (\$250) dollars.
 - b. The Director of Facilities III shall be entitled to an annual auto allowance of two thousand seven-hundred and fifty dollars (\$2,750) dollars. This allowance will be paid in biweekly-installments.

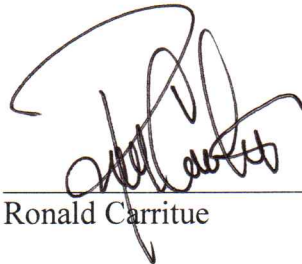
IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

Elwood Union Free School District



Board President, Board of Education of
the Elwood Union Free School District

Dated: 7/1/26



Ronald Carritue

Dated: 28 Jun 26