

**EMPLOYMENT AGREEMENT:
FREDERICK BRUDER
AS
DIRECTOR OF FACILITIES III**

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 FREDERICK BRUDER, residing at [REDACTED] ("Director").

W I T N E S S E T H:

WHEREAS, the Board has offered to continue to employ Frederick Bruder as the Director of Facilities III of the Manhasset Union Free School District ("District") upon the terms and conditions set forth herein; and

WHEREAS, Mr. Bruder 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 Director'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 one year period July 1, 2023 through June 30, 2024. This agreement shall supersede and replace all prior agreements between the Board and the Director relating to terms and conditions of employment, as well as any prior amendments to such prior agreements.

2. **Duties.** The Director agrees to perform, to the best of his ability, all of the duties and services usually performed by the Director of Facilities III necessary for the smooth operation

of the District and maintenance and upkeep of its property. The Director agrees to perform his duties in accordance with the laws of the State of New York and applicable rules and regulations of the Board of Regents and the Commissioner of Education of New York. Further, the Director agrees to perform such other duties as may be assigned by the Superintendent of Schools, or the Assistant Superintendent for Business and Operations.

3. Salary. (a) The Director's annual base salary shall be \$155,550 for the period July 1, 2023 through June 30, 2024, and shall be paid in equal installments in accordance with the rules of the Board governing salary payment to administrative employees. The Director's salary for any subsequent years (July 1 through June 30) will be determined by the Board. In no event shall the Director'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 Director's 403(b) account in the amount of 1.5% of the Director's then-current annual base salary. Such payment shall be made on or about May 15th of each year. It is understood that the Director agrees to indemnify and save the District harmless against any and all claims and/or liabilities, including attorney's fees, that arise out of or by reason of action taken or not taken by the District for the purpose of complying with this provision.

4. Health Insurance. (a) The District shall pay 80% and the Director shall pay 20% of the cost of the premium (individual coverage or family coverage, including domestic partners, in accordance with NYSHIP regulations, or individual coverage) for health insurance coverage in the New York State Health Insurance Plan . If the Director 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 Director is solely eligible for an individual policy, or \$4,000 annually if the Director 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 Director 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 such Plan.

(c) The period of service required to qualify for health insurance benefits following retirement shall be five years of District service. Upon retirement from the District, the Director 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 Director shall leave the District 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 District employees holding the title of Director of Facilities III or substantially similar title.

5. Dental Insurance. The District shall pay 80% and the Director 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.

6. Life Insurance. The District will provide a fully paid term life insurance policy

with a policy amount of two times the Director's annual base salary.

7. Work Year. The Director's work year shall be twelve months. Except in case of emergency, the Director shall not be required to work on days designated as legal school holidays.

8. Vacation. (a) The Director shall be entitled to twenty (20) paid vacation days annually, which days shall be earned at the rate of two days per month for the first ten months of each fiscal year. If the Director'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 Director may use vacation days in advance of the actual date earned, provided that in the event the Director leaves the District's employment 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 Director 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. Vacation days may not be carried over, but shall be used during the school year (July 1 through June 30) in which such days are earned.

9. Other Leave. (a) Sick Leave. The Director shall be credited annually with 15 days of paid sick leave days on July 1st of each year, three of which may be used for personal business, legal, illness in the immediate family, or religious observance. Unused sick leave may be accumulated up to a maximum of 65 days.

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

(c) Extended Illness. The Director shall be credited with a bank of 180 extended illness days which shall be available for his use only in the event that the Director shall suffer a

serious illness which shall prevent him from the performance of his duties as Director. Such illness shall be certified by the Director's physician. Upon such written certification, and upon the exhaustion of the Director's sick and vacation leave accruals, the Director 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 Director shall submit to an examination by a physician or other health professional appointed by the Board to verify the continued qualification of the Director 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 Director during a period of serious illness.

9. Performance Evaluation. The Director of Facilities III shall be given a written performance evaluation of his performance on an annual basis.

10. Disciplinary Procedures; Termination. The Director shall be subject to the procedures set forth in New York Civil Service Law § 75.

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

12. 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.

13. 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.

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

BOARD OF EDUCATION OF THE
MANHASSET UNION FREE SCHOOL DISTRICT

BY: Patricia Aitken 6/12/2023
Patricia Aitken, President (date)

Frederick Bruder 6/12/23
Frederick Bruder (date)