

## EMPLOYMENT CONTRACT

**1. Employment.** The Port Jervis City School District ("District") hereby employs Kristen Lopez ("The Employee") as the Confidential Secretary to the Superintendent.

**2. Duties.** The Employee shall be expected and responsible for: (see attached job description).

**3. Term of Employment.** The term of this Agreement shall be for a period of 1 year commencing August 15, 2016 and ending close of business on June 30, 2017.

**4. Compensation.** The District agrees to pay the Employee a salary at the rate of \$27.06 hourly, payable in bi-weekly installments.

**5. Vacation Leave.** The Employee shall be entitled to twenty-five (25) vacation days annually which begins to accrue on July 1 of each school year. However, should the Employee separate from employment during the course of the school year, such vacation days will be prorated. The Employee may carry over a maximum of thirty (30) days. The Employee shall be entitled to sell back up to five (5) unused vacation leave accruals per year at the Employee's per diem rate.

**6. Sick Leave.** The Employee shall be entitled to fifteen (15) sick days annually. However, should the Employee separate from employment during the course of the school year, such sick leave days shall be prorated. The Employee may accumulate up to a maximum of 275 sick leave days. Should the Employee separate from employment for the purpose of retirement, she shall be reimbursed for any unused sick leave accruals for a maximum of 250 days at the rate of 1/400 of her salary.

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

**8. Bereavement.** The Employee may be entitled to three (3) days of paid leave for bereavement for the loss of a member of the Employee's immediate family, defined as the Employee's father, mother, brother, sister, husband, wife, son, daughter, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandchildren, grandparents, step-parent, step-child and "significant other." The term "significant other" shall be deemed to include an individual who cohabits and/or reside with the employee. In addition, the Employee may take one (1) day per occurrence to attend the

funeral of an aunt, uncle, niece or nephew. Such leave is granted at the discretion of the Superintendent.

**9. Health Insurance.** The District shall pay on behalf of the Employee, eighty-eight (88%) of the premium for the Orange-Ulster Health Insurance Plan. Thus, the Employee shall be responsible for the remaining twelve percent (12%) of the premium cost. The Employee shall be entitled only to the benefits as defined and payable by the Orange-Ulster Health Insurance Plan Trust. Additionally, should the Employee be covered by another health insurance plan, she shall be eligible for a buy out of the health insurance plan at the rate of \$2,500.00. The employee shall receive a health insurance offset of \$.21 an hour (consistent with current CSEA contract).

**10. Health Insurance at Retirement.** If the Employee retires from the Port Jervis City School District with ten (10) years of continuous employment with the District, the District will provide single or family health insurance to the Employee and shall pay on behalf of the Employee seventy-five (75%) of the premium cost. To be eligible for retiree health insurance, the Employee must retire in accordance with the provisions of the New York State Employees' Retirement System. Additionally, should the Employee be covered by another health insurance plan, she shall be eligible for a buy out of the health insurance plan at the rate of \$2,500.00.

**11. Dental/Vision Insurance.** The Employee 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: \$1,423.92 annually for dental insurance; \$289.20 annually for vision insurance. Such benefits will not be provided for in retirement.

**12. Snow Days.** In the event the District is closed due to a declared snow day, the Employee shall not be required to report for duty. The Employee will have the option of charging the day against her sick leave. If the Employee reports for duty, she shall be compensated at the rate of one and one-half (1 ½) times their normal rate. During a District-Wide closing, the employee is not required to report to work and shall not suffer any loss of pay.

**13. Longevity.** The Employee shall receive longevity pay of \$.45 per hour for each 15 years of continuous service.

**14. Termination.** This Agreement will be reviewed for renewal at the end of the term provided for in paragraph three (3) above. Said Agreement may be terminated, subject only to the provisions of federal and state law. If said Agreement is terminated, only monies due for work performed up to the date of separation will be owed.

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

**16. Modifications.** There shall be no changes, amendments, or modifications of any of the terms in this Agreement unless it is reduced to writing and signed by both parties.

**17. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, void or illegal, such provision shall be of no force or effect and shall not impair the enforceability and continued validity of any other provision of this Agreement.

**18. Jurisdiction.** This Agreement shall be construed at all times in accordance with and governed by the laws of the State of New York without reference to that State's conflict of laws rules.

**19. 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.

**KRISTEN LOPEZ**

BY: Kristen Lopez

TITLE: Confidential Secretary to Supt.

DATE: 7-26-2016

PORT JERVIS CITY SCHOOL DISTRICT

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_