

7/14/21

AGREEMENT made this 1st day of July 2021 by and between the HAUPPAUGE UNION FREE SCHOOL DISTRICT, with offices for the transaction of business located at 495 Hoffman Lane, Hauppauge, New York 11788, and [REDACTED].

ARTICLE I - TERM

This Agreement governs the salary and benefits to be paid to [REDACTED] for his employment as Deputy Superintendent for the period from July 1, 2021 to June 30, 2026. This Agreement also governs the salary to be paid to [REDACTED] for his employment as Assistant Superintendent for Personnel and Administration for the period July 1, 2020 to June 30, 2021. Nothing herein will be construed as guaranteeing [REDACTED] employment for this period. Continued employment with the District will be governed by applicable law. The District may terminate this Agreement upon 30 calendar days' written notice.

ARTICLE II - COMPENSATION

A. [REDACTED] annual base salary will be as follows:

2020-2021: \$194,310

2021-2022: \$215,000

2022-2023: \$219,300

2023-2024: \$223,685

2024-2025: \$228,160

2025-2026: \$232,720

B. [REDACTED] will be paid in equal biweekly installments.

C. If [REDACTED] earns a doctoral degree, he will receive an annual stipend of \$2,000.

D. Annuity Payment

1. The District will make an annual non-elective contribution to [REDACTED] designated tax-sheltered annuity in the amounts set forth below. The contribution will be made in two equal installments to be paid on or about January 1 and on or about June 30 of each year.

2. For the 2021-2022 school year, the District will match [REDACTED] personal contribution up to an annual maximum of \$3,000. For the 2022-2023 school year through and including the 2024-2025 school year, the District will match [REDACTED] personal contribution up to an annual maximum of \$4,000. For the 2025-2026 school year, the District will match [REDACTED] personal contribution up to an annual maximum of \$5,000.

3. [REDACTED] acknowledges that the District has made no representation to him regarding the position of the: (i) Internal Revenue Service regarding the tax-deferred status of any contributions to a tax-sheltered annuity; or (ii) New York State Teachers' Retirement System ("the TRS") regarding whether any contributions to a tax-sheltered annuity or any other payments to him will be included in his final average salary. The District will fulfill any applicable legal obligations in processing and reporting these contributions and payments.

ARTICLE III - EVALUATION

A. Annual Goals: By no later than September 30 of each year, [REDACTED] must submit, in writing, to the Superintendent of Schools four goals for the upcoming school year. By no later than October 15, the Superintendent will review the goals and notify [REDACTED] in writing, whether they are approved or modified.

B. Annual Evaluation: By July 15, the Superintendent of Schools will provide a written evaluation for [REDACTED]. This evaluation will contain recommendations for the development of [REDACTED] responsibilities and will set forth objectives as determined by the Superintendent after discussion with [REDACTED]

ARTICLE IV - INSURANCE

A. Medical Insurance: The District will provide [REDACTED] with health insurance coverage through the New York State Empire Plan (Core Plan Plus Medical and Psychiatric Enhancements). The District will contribute 75% of the premium cost for individual or family coverage. Upon [REDACTED] retirement from the District and into the TRS, the District will contribute 55% of the premium cost for individual coverage or 40% of the premium cost of family coverage.

B. Dental Insurance: The District will provide [REDACTED] with dental insurance, with the District contributing 100% of the premium cost. [REDACTED] has the option to select individual or family coverage.

C. Life Insurance: The District will provide [REDACTED] with a life insurance policy in the amount of \$300,000, with the District contributing 100% of the premium cost.

D. Disability: The District will provide [REDACTED] with a disability insurance policy which will provide a benefit of 2/3 of his base salary after six months' absence due to disability through age 65. During the initial six-month period, [REDACTED] must first use his accumulated sick leave following which the District will compensate him at a rate of 3/4 of his base salary. A doctor's note will be required to support any claim of disability. The District will have the right to have [REDACTED] examined by a physician to determine the extent of the disability and to ascertain whether he should be eligible for sick leave or 3/4 of his base salary.

ARTICLE V - LEAVE DAYS**A. Vacation Days**

1. Each July 1, [REDACTED] will receive his annual allotment of vacation days according to the following schedule:

<u>School Year</u>	<u>Number of Days</u>
<u>2021-2022</u>	<u>26</u>
<u>2022-2023</u>	<u>27</u>
<u>2023-2024</u>	<u>28</u>
<u>2024-2025</u>	<u>28</u>
<u>2025-2026</u>	<u>29</u>

Vacation days do not include Saturdays, Sundays and days on which the District's offices are closed, which will be prorated for any partial period of service.

2. Vacation days are to be taken at convenient times and upon reasonable advance notice to the Superintendent of Schools. No more than two consecutive weeks may be taken without the approval of the Superintendent of Schools.

3. Unused vacation days will not accumulate or carry over into the following school year.

4. In lieu of taking vacation, [REDACTED] may receive cash payment for up to 21 of his annual vacation days to be compensated at a per diem rate of 1/220th of his annual salary. [REDACTED] must submit a request for cash payment by June 30 of each school year.

B. Sick Days

1. Each July 1, [REDACTED] will receive 12 sick days, which will be prorated for any partial period of service and which may be accumulated without limitation.

2. [REDACTED] must submit a doctor's note for sick leave absences of three or more consecutive workdays.

3. Up to five sick days may be used for family illness that requires [REDACTED] presence. Additional leave for family illness will be without pay.

C. Personal Days

1. Each July 1, [REDACTED] will receive three personal days, which will be prorated for any partial period of service.

2. Unused personal days will accumulate as sick leave.

D. Religious Holidays: All religious holidays requiring a full day of observance will be allowed for the observance and will be deducted from sick leave.

E. Professional Days: The Superintendent of Schools has the discretion to grant professional days.

F. Bereavement Leave

1. A maximum of five consecutive days will be granted due to a death in the immediate family. These days will not be deducted from accrued leave. "Immediate family" means spouse, children, parents, grandparents, parents-in-law, brothers, sisters, grandchildren, or any member of [REDACTED] family living within his household.

2. For the death of a relative (other than immediate family), one day will be granted, which will not be deducted from accrued leave.

G. Leave of Absence: No leave of absence will be granted without the permission of the Superintendent of Schools.

H. Jury Duty

1. Upon receiving a notice of jury duty, [REDACTED] must promptly notify the Superintendent of Schools.

2. If requested to serve as a juror, [REDACTED] will be paid his base salary, without loss of accrued time, during the period of civic obligation. [REDACTED] must remit to the District any jury duty fees received.

I. Terminal Leave: Upon retirement, death or disability at any time during this Agreement, [REDACTED] will be eligible to receive cash payment for his accumulated sick leave, up to a maximum of 100 days, at the per diem rate of 1/220th of his final annual base salary.

ARTICLE VI – BACKGROUND CHECK

[REDACTED] will execute the necessary consent forms for the District to perform background checks.

ARTICLE VII – MISCELLANEOUS

A. The invalidity or unenforceability of any provision of this Agreement will in no way affect the validity or enforceability of any other provision.

B. This Agreement will be deemed to have been made in the State of New York, and its validity, construction and effect will be governed by the laws of the State of New York, except for choice of law provisions.

C. This Agreement will continue in full force and effect during the term of [REDACTED] [REDACTED] employment, unless otherwise terminated, modified, or extended in accordance with the provisions of this Agreement or by subsequent written agreement ratified by the Board and executed by the parties.

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D. Nothing in this Agreement will be deemed to be a guarantee of employment for [REDACTED] for the term of this Agreement, or to restrict the District from terminating him employment in accordance with applicable law, rules and regulations.

E. This Agreement constitutes the full and complete agreement between the parties and supersedes all previous agreements, verbal or written, to the matters contained herein.

F. The provisions of this Agreement are subject to ratification by the Board of Education. If the Board does not ratify this Agreement, then it will become null and void and no adverse inference will be drawn against either party by virtue of its having entered into it.

FOR THE HAUPPAUGE UNION FREE
SCHOOL DISTRICT

By:



DAVID BARSHAY
PRESIDENT,
BOARD OF EDUCATION

