

2/18/21

**AGREEMENT** entered into this 23rd day of February 2021 by and between the HAUPPAUGE UNION FREE SCHOOL DISTRICT (the "District"), with offices for the transaction of business located at 495 Hoffman Lane, Hauppauge, New York 11788 and [REDACTED].

In consideration of the mutual covenants contained in this Agreement, the District and [REDACTED] hereby agree as follows:

#### **ARTICLE I – TERM**

This Agreement sets forth the salary and benefits to be paid to [REDACTED] for her services as Confidential Secretary to the Assistant Superintendent for Personnel and Administration for the period from March 17, 2021 to June 30, 2024. Nothing herein will be construed as constituting a guarantee of employment for the full term of this Agreement. The District may terminate this Agreement upon 30 calendar days' prior written notice.

#### **ARTICLE II – COMPENSATION**

[REDACTED] compensation for each fiscal year covered by this Agreement will be calculated based on the following annual base salary amounts:

July 1, 2020 – June 30, 2021: \$61,223.00

July 1, 2021 – June 30, 2022: \$61,223.00

July 1, 2022 – June 30, 2023: \$62,448.00

July 1, 2023 – June 30, 2024: \$63,697.00

These amounts will be prorated for any partial period of service.

Notwithstanding the salaries set forth above in this Article II, the District may not grant a salary increase for the 2022-2023, and/or 2023-2024 school years if, based upon its non-reviewable discretionary determination, it would need to seek an override of the property tax cap in order to maintain existing District-wide staffing levels.

#### **ARTICLE IV – WORKWEEK**

A. [REDACTED] normal work week will be five days, Monday thru Friday, seven hours per day, 35 hours per week, excluding one hour for lunch.

B. During recess periods (Summer, Winter, February and Spring breaks), the work hours will be 8:00 a.m. to 3:00 p.m., including one unpaid hour for lunch.

C. Lunch breaks may not be used in order to leave prior to the end of the work day.

D. Administrative approval must be obtained for any deviation from this schedule.

## **ARTICLE V- OVERTIME**

A. All overtime will be computed on a daily and weekly basis. However, there will be no pyramiding of overtime.

B. All overtime work performed above 40 hours in a calendar week will be paid at the rate of time and one-half.

C. All work performed on a Saturday, Sunday or holiday will be paid at a rate of double time. Holidays will be the same as those provided to full-time, 12-month HSOSA bargaining unit members.

D. If [REDACTED] is called into work, outside of her regular work hours, she will be guaranteed a minimum of four hours' pay at the applicable premium rate. The District has the right to require [REDACTED] to work for a minimum of four hours. This paragraph will not apply to hours that are contiguous to [REDACTED] regular work hours.

E. In lieu of receiving a payment for overtime, [REDACTED] may accumulate a maximum of two full days' (14 hours) compensation time. These days may be taken in one-half hour increments only during school recess periods (Summer, Winter, February and Spring breaks). [REDACTED] will submit a signed and approved time sheet for each full day accumulated.

## **ARTICLE VI- EMERGENCY CLOSING DAYS**

[REDACTED] will be paid, without charge to her accruals, for days when, due to snow or other emergencies, the District is closed and clerical staff are directed not to report to their assigned work locations. The District reserves the right to direct [REDACTED] to work remotely on these days.

## **ARTICLE VII- LEAVE DAYS AND VACATION**

A. Sick Days: Effective each July 1, [REDACTED] will receive 12 sick days per year with full pay. The annual allotment will be prorated for any partial year of service. Unused sick days will accrue from year to year without limitation. During the school year in which they are earned, up to four days may be cashed in at the per diem rate of 1/240<sup>th</sup> of [REDACTED] annual base salary.

B. Personal Days

1. Effective each July 1, [REDACTED] will receive three personal days with full pay to be used for personal business that cannot be conducted outside working hours. The annual allotment of personal days will be prorated for any partial year of service. The request for personal leave will be made by formal written application using the District's designated procedure.

2. Any unused personal days will be converted to sick days at the end of the fiscal year.

C. Bereavement Leave: A leave of absence with pay, not to exceed five consecutive work days, may be taken because of death in the immediate family. Bereavement leave commences with the day of the immediate family member's death. These days are not to be counted against leave time. An immediate member of the family is defined as follows: spouse, children, parents, parents-in-law, brothers and sisters, sons- and daughters-in-law, stepparents, stepchildren, grandparents, grandchildren or any other member of [REDACTED] family living in her household.

[REDACTED] will be granted one paid day for the death of a relative other than those previously listed. If more than one day is requested, [REDACTED] must use her personal or vacation time.

D. Jury Duty: If [REDACTED] is required to serve jury duty, she will continue to be paid her salary. [REDACTED] must provide the District with a copy of the jury duty summons as soon as possible. If she receives a jury service fee from the court for a day on which he/she is also being paid by the District, [REDACTED] will be required to endorse and submit the jury service fee check to the District or reimburse the District within 30 calendar days.

E. Holidays: [REDACTED] will receive 15 paid holidays per year, plus two paid floating holidays to be used during a school recess period. The 15 holidays will be the same as those provided to full-time, 12-month HSOSA bargaining unit members.

F. Vacation

1. Effective each July 1, [REDACTED] will receive 14 vacation days. The annual allotment will be prorated for any partial year of service. During the school year in which they are earned, up to six days may be cashed in at the rate of 1/240<sup>th</sup> of her annual base salary.
2. [REDACTED] will be permitted to carry over unused vacation days to the next school year. Carried over days may not be cashed in.
3. Carried over vacation not used by November 1 of the following school year will be forfeited.
4. Upon termination of employment, other than for cause or in lieu of facing potential disciplinary action, [REDACTED] will receive payment for her unused vacation, provided that she gives the District at least 30 days' written notice.

G. Work Break: [REDACTED] will receive two paid 15-minute breaks each work day.

H. Leaves of Absence: [REDACTED] may submit a written request to the Superintendent of Schools for a leave of absence for up to one year. The District reserves the right to determine whether to grant the request. During any period of unpaid leave, other than pursuant to the FMLA, [REDACTED] has the right to elect continuation coverage of her District-provided health insurance. If she does so, [REDACTED] will contribute 100% of the premium cost. [REDACTED] will not accrue seniority or leave time during FMLA or unpaid leave.

## **ARTICLE VIII - HEALTH AND WELFARE**

A. Life Insurance: The District will provide [REDACTED] with a fully paid \$20,000 term life insurance policy.

B. Disability Insurance

1. The District will provide [REDACTED] with a long-term disability insurance policy that will allow for continuous 66 ⅔% income until she reaches age 65.
2. A six-month grace period will precede the inception of the long-term disability insurance benefits. During the six-month period of ineligibility for long-term disability insurance, any illness that continues beyond 30 calendar days from the end of accumulated sick leave will be compensated by the District for any portion of the remainder of the six-month period, at a rate equal to 1/2 of her regular salary.
3. If the District elects to enroll in a short-term disability insurance plan, the benefits set forth in the policy will be provided to [REDACTED] in lieu of those set forth in paragraph "2" of this subsection.

C. Health Insurance: The District will pay 80% of the premium for individual or family health insurance coverage. Upon [REDACTED] retirement from the District following 10 or more years of service, the District will pay 60% of the premium for individual or family coverage until she reaches age 65. Upon reaching age 65, the District will pay the minimum required by State law for individual or family health insurance coverage.

D. Dental Insurance: The District will provide [REDACTED] with the same dental insurance coverage and pursuant to the same terms and conditions as is set forth in the District/Hauppauge Teachers Association collective bargaining agreement.

## **ARTICLE IX - WORKERS' COMPENSATION DIFFERENTIAL PAYMENTS**

If [REDACTED] is determined to be eligible for workers' compensation, then the following will apply:

A. The first consecutive seven calendar days of disability will be paid at full base salary regardless of [REDACTED] years of service.

B. In addition, [REDACTED] will receive a maximum of 1 ½ week's pay for each completed year of employment with the District. This additional time must likewise be taken consecutively and will be directly following the first seven days of absence.

C. After the above benefit is exhausted, [REDACTED] will use, in this order, her accumulated sick, personal and then vacation leave. If any leave time used is to be reinstated, it will be prorated, on a dollar-for-dollar basis, as according to the amount paid to the District through Workers' Compensation checks.

D. The total number of Workers' Compensation days paid to [REDACTED] during the course of her employment will not exceed those specified in "B" above as a lifetime benefit, including the one-time use of the first consecutive seven days.

E. During any period of Workers' Compensation leave in which [REDACTED] receives compensation from the District, she must remit all Workers' Compensation payments, other than those related to medical expenses, to the District.

#### **ARTICLE X - RETIREMENT PROGRAM**

A. Upon retirement, disability or death, [REDACTED] will receive payment of sick time not to exceed 100 days. Payment for accumulated sick days will be based on the final year's annual salary at a per diem rate of 1/240<sup>th</sup> of the annual base salary. Prior to retirement, [REDACTED] may choose one of two options to receive this payment for unused sick time:

1. In a lump sum; or
2. Upon a six-month notice to her supervisor, [REDACTED] may receive the payment due for accumulated sick days divided equally among her remaining pay checks. In order to exercise this option, [REDACTED] must submit an irrevocable letter of resignation for retirement purposes, and it must be accepted by the Board of Education by duly adopted public resolution.

If [REDACTED] does not select one of these two options, the payment will be in one lump sum.

#### **ARTICLE XII - BACKGROUND CHECKS**

By no later than March 5, 2021, [REDACTED] will execute the necessary consent forms for the District to perform background checks.

#### **ARTICLE XIII – 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] 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.

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 her 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.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals this 23<sup>rd</sup> day of February 2021.

HAUPPAUGE UNION FREE SCHOOL  
DISTRICT

By:

  
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DAVID BARSHAY  
PRESIDENT, BOARD OF EDUCATION

