

AGREEMENT entered into 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 sets forth the salary and benefits to be paid to [REDACTED] for her services as Secretary to the Superintendent of Schools for the period from July 1, 2021 to June 30, 2026. This Agreement also sets forth [REDACTED] salary for the period July 1, 2020 to June 30, 2021. 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 days' prior written notice.

ARTICLE II – COMPENSATION

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

2020-2021:	\$62,448
2021-2022:	\$63,696
2022-2023:	\$64,970
2023-2024:	\$66,270
2024-2025:	\$67,595
2025-2026:	\$68,947

These amounts will be prorated for any partial period of service and subject to the terms set forth in Article II(A)(3).

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

C. Notwithstanding the salaries set forth above in this Article II, the District may not grant a salary increase in 2022-2026 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 III – WORKWEEK

- A. [REDACTED] normal work week will be five days, Monday through Friday, seven hours per day, 35 hours per week, excluding one hour for lunch.
- B. When school is not in session, the workweek will be five days, Monday through Friday, from 8:00 a.m. to 3:00 p.m., including one hour for lunch.
- C. Lunch breaks may not be used in lieu of leaving prior to 3:00 p.m.
- D. Each workday, [REDACTED] will receive two paid 15-minute breaks
- E. Administrative approval must be obtained for any deviation from [REDACTED] work schedule.

ARTICLE IV – 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.
- D. If [REDACTED] is called in to work overtime, she will be guaranteed a minimum of four hours' work at the applicable premium rate. The District has the right to require Ms. Gorman to work for the four hours.
- E. In lieu of receiving a payment for overtime, [REDACTED] may accumulate a maximum of two full days' compensation time in one-half hour increments that may only be taken during school recesses. [REDACTED] will submit a signed and approved timesheet for each full day accumulated.

ARTICLE V – EMERGENCY CLOSING DAYS

██████████ will be entitled to be paid for days when school is closed due to snow or other emergencies.

ARTICLE VI – LEAVE DAYS**A. Vacation Days**

1. Each July 1, ██████████ will receive 16 vacation days, prorated for any partial year of service.
2. ██████████ may carry over unused vacation days to the next school year, which must be used by November 1 or forfeited. Carried over days may not be converted for cash payment.
3. In lieu of taking vacation, ██████████ may receive cash payment for up to six of her annual vacation days to be compensated at a per diem rate of 1/240th of her annual salary. ██████████ must submit a request for cash payment by June 30 of each school year.

B. **Sick Days:** Each July 1, ██████████ will receive 12 sick days, prorated for any partial year of service. Unused sick days may be accumulated 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 1/240th of ██████████ annual base salary. ██████████ must submit a request for cash payment by June 30 of each school year.

C. Personal Days

1. Each July 1, ██████████ will receive three personal days, which will be prorated for any partial period of service and which may be used for personal business that cannot be conducted outside working hours. The request for personal leave will be made by formal written application using the existing procedure. The annual allotment of personal days will be prorated for any partial period of service.

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

D. 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, parents-in-law, brothers and sisters, sons- and daughters-in-law, stepparents, stepchildren, grandparents, grandchildren or any other member of [REDACTED] family living for an extended period within her 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. If more than one day is required, [REDACTED] may use her personal or vacation time.

E. Leave of Absence: Following a formal request, and upon the approval of the Superintendent of Schools, [REDACTED] may be granted a leave of absence for up to one year. During the leave of absence, other than pursuant to the FMLA, [REDACTED] may, after formal request, be allowed to continue her medical insurance coverage at her expense. The leave of absence will otherwise be without pay and other benefits. [REDACTED] will not accrue seniority during her leave.

F. 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 her base salary, without loss of accrued time, during the period of civic obligation. [REDACTED] must remit to the District any jury duty fees received, other than mileage and meal allowance, within 39 calendar days.

G. Holidays: [REDACTED] will receive 15 paid holidays per year, plus two paid floating holidays to be used during a school recess period.

ARTICLE VII – INSURANCE

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

B. **Dental Insurance:** The District will provide [REDACTED] with the same dental insurance coverage, and at the same contribution rate, as is provided to Hauppauge Teachers Association bargaining unit members.

C. **Life Insurance:** The District will provide [REDACTED] with a life insurance policy in the amount of \$20,000, with the District contributing 100% of the premium cost.

D. **Disability Insurance:** The District will provide [REDACTED] with a disability insurance policy which will provide a benefit of 2/3 of her annual base salary after six months' absence due to disability through age 65. During the initial six-month period of ineligibility for 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. If the District elects to enroll in a short-term disability insurance plan, the benefits set forth in that policy will be provided to [REDACTED] in lieu of those provided during the initial six-month period.

ARTICLE VIII – WORKERS' COMPENSATION DIFFERENTIAL PAYMENTS

If [REDACTED] is injured on the job, she will receive pay as follows:

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 be entitled to 1 ½ week's pay for each 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 accumulated 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 IX – 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 1/240th of the annual salary. Prior to retirement, [REDACTED] may choose one of two options to receive this payment for unused sick time:

1. In a lump sum at retirement; or
2. Upon six months' notice to her supervisor, [REDACTED] may receive the payment due for accumulated sick days divided equally into remaining paychecks.

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

ARTICLE X – BACKGROUND CHECKS

██████████ agrees to execute the necessary consent forms for the District to perform background checks.

ARTICLE XI—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.

HAUPPAUGE UNION FREE SCHOOL DISTRICT

By:

DAVID BARSHAY
PRESIDENT,
BOARD OF EDUCATION

