

AGREEMENT entered into this ____ day of June 2023 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 District Clerk for the period from July 1, 2023 to June 30, 2024. Nothing herein will be construed as constituting a guarantee of employment for the full term of this Agreement. This Agreement may be terminated by the District upon 30 calendar days' written notice.

ARTICLE II - DUTIES

[REDACTED] agrees to perform all duties legally required to be performed by the District Clerk and any other duties assigned by the Board of Education that are consistent with her position. These duties include, but are not limited to, attending special Board of Education meetings and Budget votes as directed by the Board.

ARTICLE III – COMPENSATION

A. For the 2023-2024 school year, [REDACTED] annual salary will be \$70,227, which includes compensation for attending regular and special Board meetings, budget votes and special votes.

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

C. [REDACTED] will have the ability to earn compensatory time for work performed beyond her normal workweek, excluding attendance at regular and special Board meetings, budget votes and special votes. This work must be authorized in writing by the Board President, or designee. [REDACTED] may accumulate a maximum of seven days (56 hours) of compensatory time. Accumulated compensatory time may only be used during a school recess period.

ARTICLE IV – WORKWEEK

A. When school is in session, [REDACTED] work schedule will be 8:00 a.m. to 4:00 p.m., Monday through Friday, excluding a one-hour unpaid lunch. [REDACTED] will receive one paid 15-minute break each workday.

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. [REDACTED] will keep an accurate log of her hours worked using the District's then applicable recordkeeping procedures.

ARTICLE V – EMERGENCY CLOSING DAYS

[REDACTED] will be paid, without reduction to her accrued leave time, for regularly scheduled workdays when school is closed due to snow or other emergencies.

ARTICLE VI – LEAVE DAYS

A. Vacation Days

1. [REDACTED] will receive 18 vacation days, prorated for any partial period of service. [REDACTED] must receive written permission from the Board President, or designee, for the use of vacation days and will provide the Superintendent of Schools, or designee, with written notice of approved days.

2. [REDACTED] may carry over a maximum of three unused vacation days to the next school year, which must be used by November 1 or forfeited. Any other unused vacation leave will not carry over into a subsequent year or be paid out upon separation from service.

B. Sick Days: [REDACTED] will receive 10 sick days, prorated for any partial period of service, to be used for her own illness or injury, or the illness or injury of any family member who lives in Ms. [REDACTED] household. The District has the right to require [REDACTED] to

furnish a doctor's note for any absence of three or more consecutive work days or when the District believes that sick leave is being abused. Unused sick leave may roll over into a subsequent year, but will not be paid out upon separation from service.

C. Personal Days

1. [REDACTED] will receive four personal days, prorated for any partial period of service, to be used for personal business that cannot be conducted outside working hours. [REDACTED] must receive written permission from the Board President, or designee, for the use of personal days and will provide the Superintendent of Schools, or designee, with written notice of approved days.

2. Unused personal leave may roll over into a subsequent year, but will not be paid out upon separation from service.

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, 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.

E. 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 30 calendar days.

F. Holidays: [REDACTED] will receive paid holidays in accordance with the District's non-teaching calendar.

ARTICLE V – INSURANCE

A. Medical Insurance: The District will provide [REDACTED] with health insurance coverage. The District will contribute 85% of the premium cost for individual or family coverage. [REDACTED] is ineligible for District-provided retiree health insurance.

B. Health Insurance Declination: [REDACTED] may decline either family or individual health insurance coverage through one of the District's health insurance plans for a one year declination period. If she maintains her declination (remains out) for the full plan year, she will receive a buyout payment of \$1,000, minus applicable taxes and withholdings, no later than the first full payroll period following June 30, 2024.

C. 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.

D. Life Insurance: The District will provide [REDACTED] with a life insurance policy in the amount of \$25,000, with the District contributing 100% of the premium cost.

E. Disability Insurance: The District will provide [REDACTED] with a disability insurance policy that 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 VI – BACKGROUND CHECKS

[REDACTED] agrees to 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] 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.

6/27/23

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

