AGREEMENT entered into this \_\_\_\_ day of August 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

#### ARTICLE I – TERM

This Agreement sets forth the salary and benefits to be paid to for his services as Director of Facilities III for the period from September 8, 2022 through June 30, 2026.

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. annual base salary will be as follows:

2022-2023: \$140,000

2023-2024: \$142,800

2024-2025: \$145,660

2025-2026: \$148,570

- B. These amounts will be prorated for any partial period of service (including, but not limited to, during the 2022-2023 school year) and subject to the terms set forth in Article II(C). A school year is July 1 through June 30.
  - C. will be paid in equal biweekly installments.
- D. Notwithstanding the salaries set forth above in this Article II, the District may not grant a salary increase in 2023-2026 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. normal work week will be five days, Monday through Friday, eight

hours per per day, 40 hours per week minimum, plus hours, as required to complete responsibilities of assignment.

- 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.
- C. Administrative approval must be obtained for any deviation from work schedule.
- D. One personal day will be earned for each full day worked when school is closed due to snow or any other emergency.

# ARTICLE IV – LEAVE DAYS

#### A. <u>Vacation Days</u>

1. Each July 1, will receive vacation days as follows:

| 2021-2022 | 16 |
|-----------|----|
| 2022-2023 | 17 |
| 2023-2024 | 18 |
| 2024-2025 | 19 |
| 2025-2026 | 20 |

The total number of days will be prorated for any partial period of service.

- 2. may carry over unused vacation days to the next school year, which must be used by November 1 or forfeited.
- 3. In lieu of taking vacation, may receive cash payment for up to five of his annual vacation days to be compensated at a per diem rate of 1/220<sup>th</sup> of his annual salary. must submit a request for cash payment by June 30 of each school year.

# B. Sick Days

1. Each July 1, will receive sick days as follows:

| 2021-2022 | 8  |
|-----------|----|
| 2022-2023 | 9  |
| 2023-2024 | 10 |
| 2024-2025 | 11 |
| 2025-2026 | 12 |

The total number of days will be prorated for any partial period of service.

- 2. Unused sick days will carry over to the following year.
- 3. Upon separation from service, except for cause, may sell back up to 25 unused accumulated sick days.

# C. Personal Days

- 1. Each July 1, will receive three personal days, which will be prorated for any partial period of service which and 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.
- 2. may apply unused personal days to accumulated sick leave for use in cases of illness.

# D. Bereavement Leave

1. A maximum of five consecutive workdays 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 family living for an extended period 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. If more than one day is required, a leave of absence must be taken.

# E. Jury Duty

- 1. Upon receiving a notice of jury duty, must promptly notify the Superintendent of Schools, or designee.
- 2. If requested to serve as a juror, will be paid his base salary, without loss of accrued time, during the period of civic obligation. must remit to the District any jury duty fees received, other than mileage and meal allowance.
  - F. Holidays: will receive 15 paid holidays per year.

# ARTICLE V - INSURANCE

- A. <u>Medical Insurance</u>: The District will provide with health insurance coverage. The District will contribute 80% of the premium cost for individual or family coverage.
- B. Health Insurance Declination: may decline either family or individual health insurance coverage through one of the District's health insurance plans for a one year declination period. On the anniversary date of this declination, subject to the rules, regulations and policies of the NYSHIP plan, will receive a \$2,500 bonus, minus applicable taxes and withholdings, in four equal installments. may elect to reinstate coverage prior to the end of the declination period with the consent of the carrier, but he will not be eligible for the bonus unless the declination is in effect for the full declination period.
- C. <u>Dental Insurance</u>: The District will provide with the same dental insurance coverage, and at the same contribution rate, as is provided to Hauppauge Teachers Association bargaining unit members.

- D. <u>Life Insurance</u>: The District will provide with a life insurance policy in the amount of \$25,000, with the District contributing 100% of the premium cost.
- E. <u>Disability Insurance</u>: The District will provide with coverage through the District's disability insurance policy, with the District contributing 100% of the premium cost.

### <u>ARTICLE VI – BACKGROUND CHECKS</u>

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. The District will provide with a District vehicle that may be used in the course of his official job duties. will be permitted to operate this vehicle for travel to and from the District and his personal residence.
- D. will be entitled to reimbursement for his cell phone pursuant to Board Policy #6830.2.
- E. This Agreement will continue in full force and effect during the term of 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.
  - F. Nothing in this Agreement will be deemed to be a guarantee of employment for

for the term of this Agreement, or to restrict the District from terminating his employment in accordance with applicable law, rules and regulations.

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

Bv:

DAYID BARSHAY

PRESIDENT,

BOARD OF EDUCATION