

**AGREEMENT** entered into this 22<sup>nd</sup> day of August, 2023 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] ("Employee" or [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 to the terms and conditions of [REDACTED] employment as School Purchasing Agent for the period from September 5, 2023 through June 30, 2026. Nothing herein will be construed as constituting a guarantee of employment for the full term of this Agreement. Subject to the requirements of applicable law, rules and regulations, if any, the District may terminate this Agreement upon 30 days' written notice to [REDACTED]

#### **ARTICLE II – COMPENSATION**

[REDACTED] salary will be as follows:

2023-2024 school year = \$ 70,000 (to be prorated for her start date of September 5, 2023)

2024-2025 school year = \$ 71,400

2025-2026 school year = \$ 72,828

Notwithstanding the salaries set forth above in this Article II, the District may not grant a salary increase in 2024-2026 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. The salaries set forth above will be prorated for a partial period of service.

#### **ARTICLE III – WORKWEEK**

A. [REDACTED] normal work week will be five days, Monday through Friday, seven hours per day, from 8:00 a.m. to 4:00 p.m 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, six hours per day, 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. Administrative approval must be obtained for any deviation from this schedule.

#### **ARTICLE IV- EMERGENCY CLOSING DAYS**

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

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

A. Sick Days ██████████ will be entitled to 12 sick days per school year with full pay. To the extent not used, sick leave credit will be cumulative from year to year during her employment with the District.

B. Personal Days

(1) ██████████ will be entitled to three personal days per school year with pay for personal business of such a nature that it cannot be conducted outside working hours. The request for personal leave will be made by written application using the District's then-existing standard procedure.

(2) ██████████ may apply unused personal days to accumulated sick leave for use in cases of illness.

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. These days are not to be counted as sick days. 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 ██████████ family who lived for an extended period within her household.

██████████ will be granted one paid day in the event of the death of a relative other than those previously listed. If more than one day is required, a leave of absence must be taken.

D. Jury Duty In the event that ██████████ is required to serve jury duty, she will receive her regular pay, less the jury duty allowance, and will retain the mileage and meal allowance.

E. Holidays ██████████ will receive 15 paid holidays per year to be scheduled by the Superintendent of Schools, plus two paid floating holidays to be used during a school recess period.

F. Vacation

- (1) [REDACTED] will receive 16 vacation days in each school year of this Agreement. She will have the right to receive the cash equivalent of six of these days during the school year at the per diem rate of 1/240<sup>th</sup> of her annual salary.
- (2) [REDACTED] will be permitted to carry over unused vacation days to the next school year.
- (3) Carried-over vacation not used by November 1 of the following school year will be forfeited.

**ARTICLE VI- HEALTH AND WELFARE**

A. Life Insurance. The District will provide [REDACTED] with a fully paid \$25,000.00 term life insurance policy during the term of this Agreement. In addition, she may purchase additional term life insurance at the District rate in a face amount not to exceed her annual salary.

B. Disability Insurance. The District will provide [REDACTED] with a disability insurance policy which will allow for continuous 66 2/3% income until she reaches age 65. A six-month grace period will precede the inception of the disability benefits.

C. Health Insurance. During the term of the contract, the District will pay 80% of the premium for individual or family health insurance coverage. Upon Employee's retirement from the District following 10 or more years of service, the District will contribute 55% of the cost of a family or individual plan. After age 65, the District will pay the minimum employer contribution (individual or family) required by law.

D. Dental Insurance. The District will provide [REDACTED] with the District dental plan. The total cost of the premium for the individual plan will be paid by the District. Participation in the family plan is optional, and the Employee must contribute 25% of the premium.

**ARTICLE VII- BACKGROUND CHECKS**

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

**ARTICLE VIII – MISCELLANEOUS**

A. The invalidity or unenforceability of any particular provision of this Agreement will not affect its other provisions, and this Agreement will be construed as if the invalid or unenforceable provision has been omitted.

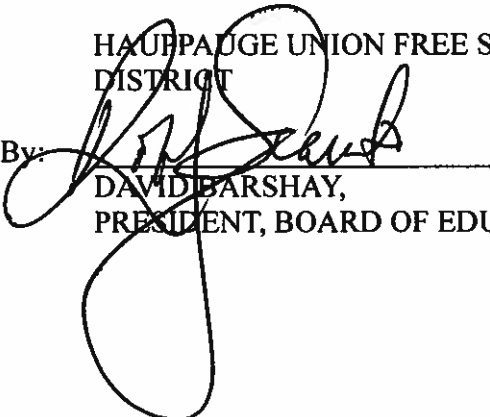
B. This Agreement will be construed and enforced in accordance with the laws of the State of New York.

C. The failure of either the District or [REDACTED] at any time to require the performance by the other of any of the terms, provisions or agreement hereof will in no way affect the right thereafter to enforce the same and will not constitute the waiver of either to any breach of any of the terms, provisions or agreement or be construed as a waiver of any succeeding breach.

D. This Agreement constitutes the full and complete agreement between the parties and may not be altered, changed, added to, deleted from, or modified except through mutual written consent of the parties.

E. This Agreement is subject to ratification and approval by the District's Board of Education. If the Board does not ratify and approve this Agreement, then this Agreement will become null and void and no adverse inference will be drawn against either party by virtue of having entered into it.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals this 22<sup>nd</sup> day of AUGUST 2023.

HAUPPAUGE UNION FREE SCHOOL  
DISTRICT  
By:   
DAVID BARSHAY,  
PRESIDENT, BOARD OF EDUCATION

