

AGREEMENT
between the
SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT
and the
SOUTH HUNTINGTON CHAIRPERSONS' ASSOCIATION
July 1, 2019 through June 30, 2023

1. RECOGNITION

The Board of Education, South Huntington Union Free School District, having determined that the South Huntington Chairpersons' Association (SHCA) is supported by a majority of the chairpersons, hereby recognized the SHCA as the exclusive negotiating agent for the chairpersons in such unit (Appendix A).

2. SALARIES

Annual Base Salary Percent Increases in accordance with the following criteria:

2019-2020 = Percent base salary increase shall be the District's Tax Cap percentage with a minimum of 2% and a maximum of 3%

2020-2021 = Percent base salary increase shall be the District's Tax Cap percentage with a minimum of 2% and a maximum of 3%

2021-2022 = Percent base salary increase shall be the District's Tax Cap percentage with a minimum of 2% and a maximum of 3%

2022-2023 = Percent base salary increase shall be the District's Tax Cap percentage with a minimum of 2% and a maximum of 3%

APPENDIX B will only be utilized for the purpose of establishing a starting salary for new unit members and will not be subsequently applicable to unit members thereafter. It shall remain unchanged, 0% increase, and will not be subject to annual percent increases. Steps and Columns/Increments/Lanes are not applicable thereafter. (Steps, Columns/Increments/Lanes, 1% beyond Step 5 and Longevity were eliminated with the 2014-219 CBA).

Unit members shall receive Direct Deposit.

3. ASSIGNMENT CHANGES

Unit members hired prior to May 1, 2014, who as of July 1, 2014 are in an assignment of grades (6 to 12), should the assignment be reduced from (6 to 12) to either grades (6 to 8) or grades (9 to 12), the salary, only for the first year impacted, shall remain unchanged, 0% increase, and not subject to any annual percent increases.

Unit members hired on or after May 1, 2014 shall receive a \$4,100 stipend for an assignment change from grades (6 to 8) to grades (6 to 12) or from grades (9 to 12) to grades (6 to 12). This stipend shall remain unchanged and will not be subject to annual percent increases. If the unit member has their assignment reduced from grades (6 to 12) to either grades (6 to 8) or grades (9 to 12), the stipend will be eliminated.

4. WORK YEAR AND DAY

The work year for the SHCA shall include six (6) work days between the end of the school year in June and the commencement of the succeeding school year in September. Notification of the six (6) scheduled work days during the June-September period will be given on or before March 1. Any additional days during the work year, beyond the six (6), shall be compensated at the rate of 1/200th of the chairperson's salary. Unit members hired prior to May 1, 2014 may work up to an additional two (2) days beyond their required work calendar at their discretion at the per diem daily rate of 1/200. All additional compensation shall be separate from base salary.

Chairpersons' work schedules shall reflect a flexible instruction day and establish conditions for flexible use of supervisory time and personnel to deliver optimal services to the students.

Each chairperson may be administratively assigned a maximum of two (2) periods or caseloads per day. The caseload assumed by the Student Services Chairperson will be determined by the Superintendent. Chairpersons who travel between secondary schools shall be relieved of duty assignments (Refer to Appendix C for other duties and responsibilities of the Department Chairpersons.)

It is agreed that on occasion, or when necessary, applicable clauses pertaining to the Middle and High School in Article 5 of the Teachers' Agreement, dealing with the terms and conditions of a flexible instruction day, may be waived upon by mutual agreement of the Department Chairperson and the Building Administrator.

5. **SUMMER CURRICULUM PROJECTS**

Chairpersons who are requested to participate in or review summer curriculum projects shall be paid an hourly rate for services rendered. Such rate shall be based on the home instruction rate established annually for the teachers.

6. **GRIEVANCE PROCEDURE**

An individual possessing a grievance pertaining to terms and conditions of employment shall discuss the matter with the principal. Appeals can be made to the Superintendent and, subsequently, to the Board of Education should the SHCA support the grievance. The decision of the Board shall be final and binding.

7. **SICK LEAVE**

Current chairpersons shall be granted sixteen (16) sick leave days per year, with unlimited accumulation. Chairpersons do not participate in the Teachers' Sick Bank. Should a wage freeze be in place during a given year, chairpersons will be granted an additional two (2) sick days, increasing the total accrual to (18) during that year.

8. In the event that a chairperson's position is excessed, the Superintendent will make every effort to maintain employment for the individual.

9. **TERMINAL LEAVE CONDITIONS**

- a. Chairperson must have completed 15 years of continuous employment in the South Huntington School District.
- b. Chairperson must become eligible for retirement during the term of this contract.
- c. Should the two aforementioned conditions be met:
 - A. Chairpersons hired prior to May 1, 2014 will be entitled to payment for 50% of unused sick days (maximum 120 days) at the retiree's per diem rate calculated at 1/200th of the retiree's annual salary.
 - B. Chairpersons hired on or after May 1, 2014 will be entitled to payment for 25% of unused sick days (maximum 120 days) at the retiree's per diem rate calculated at 1/200th of the retiree's annual salary.

10. **HEALTH BENEFITS**

Chairperson health insurance contributions to the district cost for individual or family health insurance are designated as follows:

- A. Unit members hired prior to May 1, 2014:
 - 1. 2014/15: 20%
 - 2. Beginning July 1, 2015: 22%
- B. Unit members hired on or after May 1, 2014: 25%

Excess Major Medical will be available to all unit members at the unit member's expense.

11. **LIFE INSURANCE**

Unit members shall be provided with term life Insurance in the amount of \$200,000.

12. **Emergency Sick Bank Request**

The Association President or Vice-President (if the request is on behalf of the President) may request an emergency sick bank for a unit member who is personally (directly) experiencing a documented and diagnosed medical condition and has exhausted all of his/her accrued leave time. A written request detailing the reason for the need to form an emergency sick bank is to be submitted to the Superintendent of Schools or his/her designee. Supporting physician documentation will be provided in a timely manner by the requesting unit member to the district upon the district's request. The request for an emergency sick bank is subject to Board of Education approval. Upon Board approval, individual unit members, on a voluntary basis, may donate up to a maximum of five (5) accrued unused sick days. The emergency sick bank shall not exceed twenty (20) days.

13. **ALL OTHER TERMS AND CONDITIONS**

All other terms and conditions of the agreement between the District and the South Huntington Teachers' Association, except as herein indicated, shall be applicable to the SHCA.

- A. Association members are not eligible for Sabbatical Leave (Eliminated with the 2014-2019 CBA).
- B. Association members are not eligible for Tuition Reimbursement (Eliminated with the 2014-2019 CBA). The following was the "grandfather" provision:

Unit members hired prior to May 1, 2014 who have been actively enrolled prior to April 1, 2014 in an educational doctoral program only (law school coursework is not applicable) as part of being matriculated into an educational doctoral program, will remain eligible through and including June 30, 2018. This "grandfather" eligibility for such designated employees will terminate at the close of business on June 30, 2018 and shall not remain thereafter.

In order to remain eligible for educational doctoral tuition reimbursement, these "grandfathered" employees and the ASSOCIATION must enter into a legally binding agreement to work at least three years (36 months) for the DISTRICT beyond completion of the doctorate. If the employee separates (excluding excessing of the position) from the DISTRICT upon completion of the doctorate and with less than three years of continuous service, the employee shall pay the district a pro-rated portion at 1/36 of the total tuition reimbursement that has been granted as of July 1, 2014 per month of early separation.

If the employee separates (excluding excessing of the position) prior to completion of the degree, the employee shall pay the DISTRICT ½ of the total tuition reimbursement that has been granted as of July 1, 2014.

The employee authorizes that payments owed to the DISTRICT will be deducted from the employee's final paycheck as well as payments for eligible accrued leave balances. The employee further authorizes that remaining funds owed to the DISTRICT will be made in a minimum of six equal monthly payments commencing with the 30th day after separation and continuing every 30 days thereafter.

The ASSOCIATION authorizes the Tuition Reimbursement Eligibility Agreement form (Appendix D) for "grandfathered" unit members.

14. MISCELLANEOUS

The SHCA agrees that there shall be no strikes, work stoppages, or other concerted refusal to perform work by the employees covered by this Agreement nor any instigation thereof.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS, THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

15. **LENGTH OF AGREEMENT**

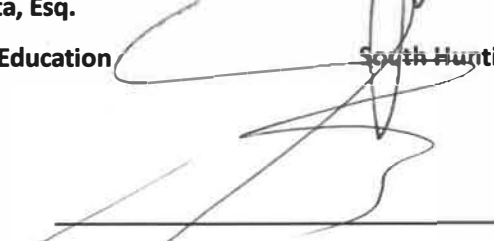
The terms and conditions of this Agreement shall commence on July 1, 2019 and continue in effect through June 30, 2023. Either party may, in writing, prior to April 2023, request that this Agreement be reopened and Amendments resulting from such negotiations take effect the following July 1 or at such other time as may be mutually agreeable to the parties.



Nicholas Ciappetta, Esq.
President, Board of Education



James Corcoran, Ed.D.
South Huntington Chairpersons' Association



David P. Bennardo, Ed.D.
Superintendent of Schools

Dated: 11/12/19

APPENDIX A

DEPARTMENT CHAIRPERSONS' LISTING

Grades 6 – 8:

Student Services

Grades 9 – 12:

Special Education

Student Services

Grades 6 – 12:

English/Language Arts

Social Studies

***Grades 6-8 and Grades 9-12 Student Services Chairpersons' positions will incorporate guidance/school counseling, social work, psychology and Special Education. The inclusion of Special Education will be deemed a second discipline. In the event that administration makes the determination that Special Education will not be assigned, the position will be deemed to be one discipline. For the Grades 9-12 Student Services Chairperson position, the district has the discretion of assigning the following Pupil Personnel and Related Services Support responsibilities:**

- Coordination of district wide OT/PT services (i.e. review of evaluations and recommendations)**
- Facilitation of the management of K-12 Speech Department including Assistive Technology**
- Supervision of the grades 9-12 Student Services Department.**

****Grades 6-12 English/Language Arts Chairperson position will incorporate English and Reading and be deemed one discipline.**

*****Should attrition occur at any point in time, the district reserves the right to create additional 6 – 12 chairperson positions through consolidation.**

APPENDIX B – NEW UNIT MEMBER STARTING SALARY SCHEDULE

EFFECTIVE March 1, 2014

GRADE LEVELS	STEP	MA 30	MA 45	MA 60	DOCTORATE
6-8 one discipline	1	97,163	101,049	105,092	109,295
	2	101,049	105,092	109,295	113,667
	3	105,092	109,295	113,667	118,213
	4	109,295	113,667	118,213	122,942
	5	113,667	118,213	122,942	127,860

GRADE LEVELS	STEP	MA 30	MA 45	MA 60	DOCTORATE
9-12	1	101,405	105,461	109,680	114,066
6-8 two disciplines	2	105,461	109,680	114,066	118,630
	3	109,680	114,066	118,630	123,375
6-12 1 class assign.	4	114,066	118,630	123,375	128,309
	5	118,630	123,375	128,309	133,442

GRADE LEVELS	STEP	MA 30	MA 45	MA 60	DOCTORATE
6-12 2 class assign.	1	105,461	109,680	114,066	118,630
	2	109,680	114,066	118,630	123,375
	3	114,066	118,630	123,375	128,309
	4	118,630	123,375	128,309	133,442
	5	123,375	128,309	133,442	138,780

***This salary schedule will only be utilized for the purpose of establishing a starting salary for new unit members and will not be subsequently applicable to unit members thereafter. It shall remain unchanged, 0% increase, and will not be subject to annual percent increases.**

****Steps and Columns/Increments/Lanes are not applicable thereafter and have been eliminated.**

APPENDIX C

DEPARTMENT CHAIRPERSON POSITION GUIDE

TERMS OF EMPLOYMENT:

Ten-month administrative position (plus six additional days), governed by the negotiated agreement with the South Huntington Chairpersons' Association.

JOB GOAL:

To provide leadership, coordination and innovation in the assigned curricular area(s). Assists the Principal(s) in the leadership, supervision and management of all phases of the specific departmental program. Student Services and Special Education Chairpersons' positions will report directly to the administrator responsible for the Office of Student Services. All other Chairpersons' positions will report directly to the administrator responsible for the Office of Curriculum and Instruction.

PERFORMANCE ACTIVITIES:

A. Leadership

1. Assists in establishing department curriculum objectives and develops a plan for the implementation and evaluation of these objectives.
2. Recommends, implements and monitors additions and/or modifications of existing curriculum offerings through research and experimentation.
3. Implements an ongoing program of curriculum evaluation through classroom observations, staff meetings and utilization of student outcomes.
4. Familiarizes staff with new ideas and approaches in instruction, classroom materials and student evaluation procedures.
5. Keeps informed of educational innovations and trends as they relate to department concerns.
6. Develops and maintains a department library.
7. Maintains regular articulation with other schools in the district regarding the instructional program.
8. Acts as a resource person for department members on curriculum questions.
9. Assists the principal in maintaining a secure and safe instructional environment.

B. SUPERVISORY

1. Assists in the recruitment, screening, hiring, training and scheduling of department personnel.
2. Assists in the orientation and supervision of new, substitute and student teachers.
3. Assists department teachers in the handling of day-to-day instructional problems.
4. Makes classroom visitations of department personnel and provides follow-up consultation.
5. Completes written evaluations of observations and teacher performance and makes recommendations to the principal for tenure, continued employment or dismissal of department personnel.
6. Reviews and constructively evaluates weekly lesson plans.
7. Assists teachers in maintaining a secure and safe instructional environment.

C. MANAGEMENT

1. Conducts department meetings and attends relevant school, district and professional meetings, as necessary.
2. Prepares the department budget and assumes the responsibility for the ordering, inventorying and distributing of all departmental instructional materials.
3. Assists in identifying and utilizing community resources for the department program.
4. Assists the principal in interpreting grading policies, promotional policies and the District's instructional program to parents and the community.

D. OTHER RESPONSIBILITIES

1. Other related duties as assigned by the Building Principal(s).
2. 6th grade responsibility for grades (6 to 12) assignments only, will be defined as curriculum support and articulation and not supervisory.

EVALUATION

Observations of unit members may only be performed by building principals and District Office administration.

APPENDIX D

TUITION REIMBURSEMENT ELIGIBILITY AGREEMENT FORM

"I, _____, hereby make the following averments and promises in connection with my receipt of tuition reimbursement in accordance with the collective bargaining agreement with my Association.

More specifically, I agree that if I separate my employment with the District less than three (3) years after completing a doctorate program, I shall repay the District a pro-rated portion of the tuition reimbursement I have received from the District after July 1, 2014 at the rate of 1/36th for each month I separate from the District prior to completing the above referenced three (3) years of service.

I further agree that if I separate from the District prior to completing my doctorate program, I shall repay the District ½ of the tuition reimbursement I receive from the District after July 1, 2014.

In such events, I authorize payments to be deducted from my final paycheck and/or from payment for accrued leave time. Any remaining monies owed shall be paid to the District in a minimum of six (6) equal monthly payments commencing with the 30th day after my separation from the District."

Employee Signature

South Huntington Chairpersons' Association President