

AGREEMENT

between the

**SOUTH HUNTINGTON
UNION FREE SCHOOL DISTRICT**

and the

**SOUTH HUNTINGTON
ADMINISTRATORS' ASSOCIATION**

July 1, 2023 through June 30, 2028

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AGREEMENT

between the

SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT

and the

SOUTH HUNTINGTON ADMINISTRATORS' ASSOCIATION

July 1, 2023 through June 30, 2028

I. RECOGNITION

The SOUTH HUNTINGTON ADMINISTRATORS' ASSOCIATION, hereinafter referred to as the "ASSOCIATION," is recognized by the Superintendent's Office as the spokesperson for the administrative and supervisory staff of the South Huntington Union Free School District in all matters pertaining to terms and conditions of employment for said employees. The recognition constitutes a commitment between the Superintendent of Schools, acting as chief executive officer of the Board of Education and the ASSOCIATION in matters relating to terms and conditions of employment for administrative and supervisory employees of the South Huntington Union Free School District who are eligible for membership in the ASSOCIATION.

II. PROCEDURES

The Superintendent will liaise and communicate with the ASSOCIATION through its elected representatives. All matters pertaining to terms and conditions of employment applicable to the administrative and supervisory staff will be discussed and formalized through representatives of the ASSOCIATION and the Superintendent's Office.

III. REPRESENTATION ON DISTRICT COMMITTEES

It will be the policy of the Superintendent's Office to continue to afford to administrative and supervisory staff representation on district committees, which recommend district policy or administrative regulations for final approval by the Board of Education or the Superintendent's Office (e.g., In-service Review Board, Calendar Committee, etc.).

Membership on all such committees will be determined by the Superintendent's Office based upon recommendations made by the ASSOCIATION.

Appendix C outlines procedures that will assist the Superintendent in matters of contract interpretation with the South Huntington Teachers' Association and will allow the Superintendent's Committee on Contract to act in an advisory capacity to a member of the administrative or supervisory staff who might be involved in a grievance procedure under Article 45 of the current contract between the South Huntington Teachers' Association and the Board of Education.

IV. TERMS AND CONDITIONS OF EMPLOYMENT

Following are the terms and conditions of employment that the Superintendent of Schools will observe, as these pertain to the administrative and supervisory staff of the South Huntington Union Free School District:

A. Work Year and Salary Schedules

1. First Year (2023-2024):

Unit members' base salaries shall be increased in accordance with the following criteria:

- The percentage base salary increase shall be the District Tax Cap which is 2.31%.

Second Year (2024-2025):

Unit members' base salaries shall be increased in accordance with the following criteria:

- The percentage base salary increase shall be the District Tax Cap % with a minimum of 2.2% and maximum of 2.8%.

Third Year (2025-2026):

Unit members' base salaries shall be increased in accordance with the following criteria:

- The percentage base salary increase shall be the District Tax Cap % with a minimum of 2.2% and maximum of 2.8%.

Fourth Year (2026-2027):

Unit members' base salaries shall be increased in accordance with the following criteria:

- The percentage base salary increase shall be the District Tax Cap % with a minimum of 2.2% and maximum of 2.8%.

Fifth Year (2027-2028):

Unit members' base salaries shall be increased in accordance with the following criteria:

- The percentage base salary increase shall be the District Tax Cap % with a minimum of 2.2% and maximum of 2.8%.

***Steps and Column/Lane movement are not applicable as they are only to be utilized (Appendix B) for the purpose of establishing a starting salary.**

2. The administrative and supervisory ratios for new positions are attached herewith as Appendix A.
3. The Administrators' Starting Salary Schedule is attached as Appendix B.
4. A starting salary will be computed through multiplying the applicable ratio within Appendix A by the pertinent base salary cited within Appendix B.
5. The District has the discretion to establish a starting base salary for a newly hired unit member if their current salary and/or total compensation package is greater than the starting salary and/or total compensation package available as provided for in Appendix "A" and "B."

The District has the discretion to establish the starting base salary for a current SHAA member if their current base salary is greater than the starting salary of a promotional position as provided for in Appendix "A" and "B." (Example: An Assistant Principal is appointed Principal.)

6. ASSOCIATION members hired on or after July 1, 1996, may be withheld from *step movement at the discretion of the Superintendent in the event the employee's performance evaluation has been predominately negative.

(*Note: Effective July 1, 2015 step movement as well as 1% beyond top step were eliminated.)

7. Longevity shall be based upon continuous years of service to the DISTRICT for unit members hired prior to July 1, 2011 and shall be based upon continuous years of DISTRICT

administrative service for unit members hired on or after July 1, 2011. Longevity values for only unit members hired prior to March 1, 2014 shall be established as listed below. Longevity shall remain unchanged, 0% increase, and shall not be subject to any increases. Longevity shall be separate and not calculated as part of the base salary. The value of a new longevity shall replace the value of the prior longevity.

- a. July of 11th year: \$3,100
- b. July of 16th year: \$6,600
- c. July of 21st year: \$10,500
- d. July of 26th year: \$14,700

Unit members hired on or after March 1, 2014 shall only be eligible for longevity in July of the 11th year of continuous DISTRICT administrative service, in the amount of \$5,000. Longevity shall remain unchanged, 0% increase, and shall not be subject to any increases. Longevity shall be separate and not calculated as part of the base salary.

B. Vacations

1. All twelve-month ASSOCIATION members are entitled to thirty-three (33) vacation days annually. Twelve-month Association members hired after June 30, 2023 shall be entitled to vacation days as follows:

Year 1 – 25 days

Year 2 – 27 days

Year 3 – 29 days

Year 4 – 31 days

Year 5 – 33 days

2. The workweek is Monday through Friday, or five (5) days, in computing the use of vacation days. Legal holidays and non-duty days are not to be charged as vacation days.

3. All legal holidays listed in the annual school calendar may be taken by ASSOCIATION members without loss of vacation time.
4. There will be eight (8) designated administrative non-duty days, not to be charged against accumulated vacation, to be jointly determined by the Superintendent and representatives of the ASSOCIATION. In addition, there will be five (5) designated administrative non-duty days scheduled for all Fridays in July and the first Friday in August. If July 4th falls on Friday, the next available workday will be classified as a non-duty day. Election Day shall be designated as another non-duty day. However, in the event that members of the Teachers Association are required to work on Election Day, administrators shall also work on Election Day and instead select an alternative non-duty day when school is not in session. It is understood that principals in charge of buildings and Central Office supervisory personnel have a responsibility for continuing the direction of work by non-teaching staff. This includes a continuing responsibility for the maintenance of the physical plant and equipment.
5. Except on non-duty days, twelve-month ASSOCIATION members shall be on duty during periods when teachers and students are on vacation, unless they wish to take such days as vacation to be charged against accumulated vacation time.
6. Vacation time may be accrued for one year, and is earned at the rate of 2.75 days per month.
7. Unused vacation days may be carried over to the next school year for purposes of additional vacation time or for a salary reimbursement in case of termination of employment. There will be a 75-day maximum vacation accrual for carry-over purposes at the conclusion of a school year. Upon separation from the district, an ASSOCIATION member may be remunerated for a maximum of 75 days at his/her current per diem rate, calculated as 1/200th of his/her current annual salary.
8. Under extenuating circumstances, when a maximal accrual of vacation time has been reached, should an administrator be unable to take all thirty-three (33) days of currently earned vacation time, these days shall be redeemed at a per diem rate (1/200th of annual salary) with the approval of the Superintendent.

9. Effective July 1, 2011 an administrator may each year redeem a maximum number of accrued vacation days from his/her allocation, at a rate of 1/200th of his/her current annual salary as follows:
 - a. After 0-6 years of district administrative service, a maximum of twelve (12) vacation days;
 - b. After 7 years of district administrative service, a maximum of thirteen (13) vacation days;
 - c. After 8 or more years of district administrative service, a maximum of fifteen (15) vacation days.
10. The Superintendent has the authority to approve vacation leave in the summer months for days not yet earned, subject to the limitation of an ASSOCIATION member receiving no more than 33 days per year.
11. Upon the ASSOCIATION member's separation from the district, the cash value of any unearned used vacation days shall be deducted from any monies otherwise due that member at separation, or shall be reimbursed to the district by the member should there be no monies otherwise due.
12. ASSOCIATION members who are eligible for payment of accumulated vacation leave upon retirement, and who retire at the end of a school year, shall have the option of receiving a part of such payment as elected by him/her in January of the following year.
13. On days when schools are closed because of emergencies, such as snow days, the Superintendent may indicate that administrative and supervisory personnel make every reasonable effort to report to their respective buildings or offices.

C. Sick Leave

Administrators are allowed sick leave at the rate of one and one-half (1½) days per month, with unlimited accumulation.

D. Sick Leave Bank

The District and ASSOCIATION will participate in a voluntary sick leave plan. ASSOCIATION members opting to enroll shall contribute to the plan as follows:

1. ASSOCIATION members may contribute up to twenty (20) days per year to the bank, up to a maximum of 100 days prior to their separation from the district.
2. ASSOCIATION members, upon their separation from the district, shall contribute the balance of their accumulated days, excluding those used for terminal leave pay.
3. The minimum contribution to qualify for membership shall be three (3) days.

ASSOCIATION members who have enrolled, are absent from their administrative responsibilities due to a medically certifiable illness or injury resulting in a temporary disability, and have exhausted their own sick leave and vacation leave accumulations shall be eligible to apply for assistance from the Sick Leave Bank.

1. ASSOCIATION members meeting these criteria shall submit an application to the Assistant Superintendent for Personnel and District Services accompanied by medical documentation from their physician(s).
2. The Assistant Superintendent shall contact the ASSOCIATION President prior to the consideration of the application.
3. The application and medical documentation shall be reviewed by a committee of three (3) ASSOCIATION representatives appointed by the ASSOCIATION President each year and three (3) representatives of the District appointed by the Superintendent each year.
4. The committee shall make a determination as to the eligibility of the applicant to receive up to one hundred (100) days of sick leave from the bank. A majority vote of the committee shall constitute approval of the request.
5. The initial determination would not preclude the individual from reapplying to the sick leave bank for additional days under extenuating circumstances that the committee may grant in its discretion.
6. The sick leave bank may not grant any sick leave to any ASSOCIATION member for any disability or illness that may have resulted from a work related injury, which claim has been filed and approved under New York State Workers Compensation regulations.
7. Any unused sick leave accumulated within the sick leave bank shall be carried over

into the subsequent school year.

8. Days donated to the sick leave bank shall not be included in any retirement reimbursement, terminal leave, or incentive program.

E. Annual Professional Performance Review

The ASSOCIATION and the South Huntington Union Free School District agree to negotiate evaluation standards and processes consistent with the Education Law Section 3012-c and all regulations promulgated pursuant to Education Law Section 3012-c.

F. Fringe Benefits

1. ASSOCIATION members shall be granted four (4) business days and four (4) personal days. Religious observance shall be a valid use for a business day.
2. ASSOCIATION members are not eligible for Sabbatical Leave (Eliminated with 2014-2018 CBA).
3. All other fringe benefits and terms of employment which have been granted by the Board of Education to the teaching staff of the South Huntington Union Free School District, as formalized in the South Huntington Teachers' Association collective bargaining agreement, will be extended to ASSOCIATION members except as provided in items 4, 5 and 6 that follow.
4. ASSOCIATION members will be provided paid term life insurance in the amount of \$200,000.
5. A) ASSOCIATION members hired prior to March 1, 2014 shall have a health insurance contribution of 23%.
B) ASSOCIATION members hired on or after March 1, 2014 shall have a health insurance contribution of 25%.
C) ASSOCIATION member contributions to health insurance in retirement will be the same as that granted to the South Huntington Teachers' Association; however, in no event will South Huntington Administrators Association members pay in excess of 40% of the cost of health insurance in retirement.

G. Terminal Leave Pay

1. ASSOCIATION members are eligible for terminal leave pay upon retirement or separation from the District if they have completed a minimum of ten (10) continuous years of service in South Huntington and have advised the District in writing at least three (3) months in advance of the effective date of their planned retirement under the provisions of the New York State Teachers' Retirement System. ASSOCIATION members who join the unit on or after June 30, 2023, are only eligible for the terminal leave payment upon retirement in accordance with TRS, and not merely upon separation from service.
2. Terminal leave pay shall be calculated using the following formula: The ASSOCIATION member's accumulated sick leave (number of days) as of the end of the school year in which he/she retires/separates (maximum 210), times sixty percent (60%), times the ASSOCIATION member's per diem rate calculated at 1/200th of his/her current salary.
3. Terminal leave pay shall be calculated using the following formula for any association member that retires on their birth date the first year they are eligible. The Association member's accumulated sick leave (number of days) as of the date of retirement (maximum 210), times seventy percent (70%), times the Association member's per diem rate calculated at 1/200th of his/her current salary. The change will only be effective for the first three (3) years of the contract and will sunset June 30, 2026. Effective July 1, 2026, the Terminal Leave shall return to sixty percent (60%).
4. Terminal leave pay shall be distributed in the form of Employer Non-Elective Contributions into employee-established 403(b) tax-sheltered annuity plans as follows:
 - a. No Cash Option: no employee may receive cash in lieu of or as an alternative to any of the Employer's Non-Elective Contribution(s) described herein.
 - b. Contribution Limitations: In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-Elective Contributions made post-

employment to former employees' 403(b) accounts, the Contribution limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code and in any event, no Employer Non-Elective Contribution shall be made on behalf of such former employee after the second taxable year following the taxable year in which that employee terminated employment.

In the event that the calculation of the Employer Non-Elective Contribution referenced in any of the preceding paragraphs exceeds the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:

- i. For all members in the New York State Teachers' Retirement System ("TRS") with a membership date before June 17, 1971, the Employer shall first make an Employer Non-Elective Contribution up to the Contribution Limit of the Internal Revenue Code and then pay any excess amount as compensation directly to the Employee. In no instance shall the employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the Internal Revenue Code are fully met through payment of the Employer's Non-Elective Contribution; and
- ii. For all members in the New York State Teachers' Retirement System ("TRS") with a membership date in the TRS on or after June 17, 1971, the Employer shall first make an Employer Non-Elective Contribution up to the Contribution Limit of the Internal Revenue Code.

To the extent that the Employer Non-Elective Contribution exceeds the Contribution Limit in the year of retirement, such excess shall be reallocated to the Employee the following year as an Employer Non-Elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Code).

In the event that the non-elective contribution made in the year following retirement (year 2) exceeds the contribution limit, then such excess

amount shall be reallocated to the employee the following year (year 3) as an Employer Non-Elective Contribution (which contribution shall not exceed the maximum amount permitted under the Code). In the event there is still an excess amount owed to the employee in year 3, such excess amount shall be paid directly to the employee. In no instance shall the employee have any rights to, including the ability to, receive any excess amount as compensation unless and until the contribution limit of the Internal Revenue Code are fully met through payment of the Employer's Non-Elective Contribution. Such contribution and compensation scheduled for any year following retirement are to be made no later than the 15th day of January.

- c. 403-b Accounts: Employer contributions shall be deposited into the 403(b) account selected by employee to receive Employer contributions, provided such account will accept Employer Non-Elective Contributions. If the employee does not designate a 403(b) account to receive Employer's contributions, or if the account designated will not accept Employer's Non-Elective Contributions for any reason, the Employer shall deposit contributions, in the name of the employee, into an approved 403(b) program.
- d. Tier I Adjustments: For Tier I members with membership dates prior to June 17, 1971, Employer Non-Elective Contribution hereunder will be reported as non-regular compensation to the NYSTRS.
- e. All portions identified above, a-d, shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the ASSOCIATION and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closely as possible, to the original intent of the parties.

- f. The foregoing shall be subject to the approval of the 403(b) Provider, which shall review this system solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the Internal Revenue Code.
- g. Both the Employer and the Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation.

H. Grievance Procedures

1. In the event that an ASSOCIATION member has an individual grievance pertaining to terms and conditions of employment, he/she should discuss the matter with his immediate supervisor. If the matter is not resolved to the member's satisfaction with the immediate supervisor, the grievance shall be referred to the Superintendent for resolution.
2. The Superintendent or his/her designee shall schedule a meeting to resolve the grievance. If the matter appears to be a violation of the collective bargaining agreement, the ASSOCIATION should contact the Superintendent's Office through its designated representatives and attend the grievance meeting. If the matter is not resolved to the satisfaction of either party, then the grievance shall be appealed in writing to the Board of Education.
3. The Board of Education shall meet in Executive Session to review the Association's written appeal of the grievance, and the Board shall then issue a written and final decision.

I. TEACHER GRIEVANCE INVOLVING ASSOCIATION UNIT MEMBER

In the matter of grievances involving a teacher and an ASSOCIATION member, the interest of the ASSOCIATION member will be protected by the Superintendent's Office through the Superintendent's Committee on Contract, which will act independently of the Superintendent's Office in advising the ASSOCIATION member. Further, the

Superintendent will authorize consultation in matters of law with the legal counsel for the school district, if this is requested by an administrator/supervisor in cases of teacher grievance.

J. Job Description and Job Security

1. It is agreed that the administrative structure of the district shall be based upon sound educational practice, and that prior to any basic change in the nature of this administrative/supervisory structure by the Board of Education, the Superintendent shall afford representatives of the ASSOCIATION the opportunity to discuss such proposed changes directly with the Board of Education.
2. Every administrative/supervisory position will have an appropriate job description. Appointments to such positions will be made after recommendations have been made by a screening committee whose membership will be determined by the Superintendent. (The only exception to this will be in the appointment of the Superintendent and Assistants to the Superintendent.)
3. Final appointment to, or elimination of, an administrative or supervisory position remains the prerogative of the Board of Education. If the Superintendent is considering the elimination of an administrative or supervisory position, he shall immediately notify the ASSOCIATION President. In the event that an administrative or supervisory position is eliminated, it is agreed that the Superintendent's Office will make every effort to obtain employment for the ASSOCIATION member whose position has been eliminated, either as classroom teacher in the district or in some other professional capacity for which the ASSOCIATION member is qualified by certification.
4. In reassignment of administrative/supervisory personnel, the Superintendent agrees to be guided by the rule of seniority. It is further understood that in all matters of seniority, the total number of years in the district rather than in a particular position shall be the governing factor for placement of administrative/supervisory personnel, subject to legal interpretations and/or Commissioner's decisions.

K. Salary Checks


ASSOCIATION members will receive Direct Deposit. Direct Deposit Receipts will be issued in accordance with the schedule distributed during the spring prior to the fiscal year.

V. COMMUNICATIONS

- A. The Superintendent will be available, on reasonable notice, to discuss any items which are of concern to the membership of the ASSOCIATION.**
- B. Approved minutes of the ASSOCIATION's meetings will be made a part of the "Information and Reports" given to the Board of Education as part of the regular agenda of Board meetings.**


VI. ASSOCIATION PRIVILEGES

- A. ASSOCIATION privileges which have been accorded to any other professional organization recognized by the Board of Education in the South Huntington Union Free School District shall be extended to the ASSOCIATION.**
- B. ASSOCIATION members shall have the right to have their annual membership dues for the ASSOCIATION, and any other organization designated by the President of the ASSOCIATION, deducted from their paychecks.**
- C. The Superintendent's Office recognizes the ASSOCIATION as exclusive representative of the administrators/supervisors employed by the South Huntington Union Free School District.**




Stephen Toto
President
South Huntington Administrators'
Association

Dated: 3/10/24



Vito D'Elia, Ed. D.
Superintendent of Schools
South Huntington Union Free
School District



Nicholas R. Ciappetta, J.D.
President
Board of Education

APPENDIX A

ADMINISTRATIVE RATIOS FOR STARTING SALARY

*Associate Principal Sixth Grade Center	.75
Assistant Elementary Principal	.85
Assistant Principal Middle School	.90
Assistant Principal Sr. High School	.95
Supervisor of Special Education	1.00
Supervisor of Data and STEAM Initiatives	1.00
Supervisor, Mathematics, Business Education, and Technology Education	1.00
Supervisor, Physical Education, Health, Athletics & Recreation	1.00
Supervisor of Administrative Services	1.00
Supervisor of Instructional Technology	1.00
Supervisor of Guidance K-12	1.00
Principal Elementary School	1.00
Principal Middle School	1.05
Principal Sr. High School	1.17

***Associate Principal Sixth Grade Center:**

- The Associate Principal Sixth Grade Center shall be responsible to work one (1) week prior to the start of the school year and one (1) week after the end of the school year; plus an additional five (5) days throughout the school year to be mutually agreed upon with the building principal in that building.

- The Associate Principal Sixth Grade Center shall also work evening functions as mutually agreed upon with the building principal in that building.
- The Associate Principal Sixth Grade Center shall receive fifteen (15) paid sick days per year and shall not be entitled to paid vacation leave.
- The Associate Principal Sixth Grade Center is required to attend Administrative summer trainings without additional compensation.
- In all other respects, the Associate Principal Sixth Grade Center shall receive the benefits provided to other ASSOCIATION members.

APPENDIX B

SOUTH HUNTINGTON ADMINISTRATORS' ASSOCIATION

STARTING SALARY SCHEDULE

Effective March 1, 2014

Step	MA+30	MA+45	MA+60	Doctorate
1	133,703	137,711	141,729	145,734
2	137,711	141,729	145,734	149,903
3	141,729	145,734	149,903	154,995
4	145,734	149,903	154,995	160,322
5	149,903	154,995	160,322	165,866

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

****Steps and Columns/Lanes are not applicable thereafter (Note: Steps and Columns/Lanes were eliminated effective July 1, 2015).**

*****The District has the discretion to establish a starting base salary for a newly hired unit member if their current salary and/or total compensation package is greater than the starting salary and/or total compensation package available as provided for in Appendix "A" and "B."**

The District has the discretion to establish the starting base salary for a current SHAA member if their current base salary is greater than the starting salary of a promotional position as provided for in Appendix "A" and "B." (Example: An Assistant Principal is appointed Principal.)

APPENDIX C

SUPERINTENDENT'S COMMITTEE ON CONTRACT

The enforcement of contractual agreements with the South Huntington Teachers' Association will be the responsibility of the Professional Practices Committee (PPC) representing the South Huntington Teachers' Association, and a committee of ASSOCIATION members representing the Superintendent's Office and the Board of Education. The latter committee is designated as the Superintendent's Committee on Contract (SCC).

- On an annual basis, the Superintendent will nominate members to this committee. The Chairman of the Superintendent's Committee on Contract will be the Assistant Superintendent for Personnel and District Services, who will receive all communications from the PPC and will represent the Superintendent's Office in developing meeting dates, agendas, etc., with representatives of the PPC.
- In cases of contract interpretations, all questions raised by the teaching staff will be channeled through the Chairperson of the PPC, who will discuss these matters with the Assistant Superintendent for Personnel and District Services. Similarly, if a building administrator or supervisor has questions concerning the teachers' contract, these should be brought to the Chairperson of the Superintendent's Committee on Contract.
- The Chairperson of the PPC and the Chairperson of the SCC should handle routine matters directly after consultation with their respective committees. The SCC will also act in an advisory capacity to any member of the ASSOCIATION who may be involved in a grievance procedure under provisions of the contract with other employee units.
- The SCC will assist a member of the ASSOCIATION who may be involved in a grievance procedure with other employee units.

