

MEMORANDUM OF AGREEMENT

Except as modified herein, the contract between the BOARD OF EDUCATION, HUNTINGTON UNION FREE SCHOOL DISTRICT and the ASSOCIATED TEACHERS OF HUNTINGTON, expiring June 30, 2011, shall remain in full force and effect.

This memorandum shall be subject to ratification by the Board of Education and the membership of the unit. The parties' respective negotiating teams agree to recommend such ratification to their principals.

1. **Term** - July 1, 2011 to June 30, 2017.

2. **Salary** –
 - a) Year 1 (11/12) – 0% plus increment
 - b) Year 2 (12/13) – 0% plus increment
 - c) Year 3 (13/14) – 2% Teachers will remain on step (no increment movement or movement to new longevity plateau) and shall continue to be paid pursuant to the step they were paid during Year 2.
 - d) Year 4 (14/15) – 0% Teachers will remain on step (no increment, movement to a new longevity plateau, and lane movement as of September 1st) and shall continue to be paid pursuant to the step and lane they were paid during Year 2. However, lane movement shall resume effective February 1, 2015.

For the purpose of clarification regarding the increases for Years 3 and 4, a teacher on Step 5 during Year 2 shall remain on Step 5 for Years 3 and 4 and shall move to Step 6 in Year 5 pursuant to the provisions set forth below.

- e) Year 5 (15/16) – 1.25% with increment delayed for six months (1/2 year) after the date upon which a teacher would be entitled pursuant to current District practice.*
- f) Year 6 (16/17) - 1.25% with increment delayed for six months (1/2 year) after the date upon which a teacher would be entitled pursuant to current District practice.*

- g) The stipends/rates set forth at Articles XXXI, XXXIII, XXXIV, XXXV and XXXVI shall be improved by the general increases set forth at subparagraphs (c), (e) and (f) hereof.
- h) Effective July 1, 2017, normal step and longevity movement shall resume.

*Reference to February 1st lane movement above is not intended to modify the current practice of adjusting anniversary dates due to unpaid leaves of absence. It is the parties' intention that the current practice of delivering less than a full step on September 1st shall be modified only to the extent that said adjusted step shall be delivered on February 1st for 2015/16 and 2016/17.

- 3. **Article IV – Professional Responsibilities – Paragraph A – Second Paragraph - Add** new third sentence: “At the elementary level, the evening conference will be held following afternoon conferences on the same day unless otherwise agreed by the ATH President and Superintendent.”;

Add new last sentence: “All teachers will remain until the end of the scheduled evening conference time for the building.”

- 4. **Article V – Teaching Hours and Teaching Load – Paragraph J – Elementary Level – Add** at end of section as an unnumbered paragraph:

Effective September 1, 2013, elementary teachers will be provided the equivalent of four half-days of release time, specifically one half-day per quarter, to be scheduled at the discretion of the administration for the purpose of evaluating benchmark assessments and student growth measures.

Middle School Level – List of periods – Effective September 1, 2013, delete reference to “2 duty/professional periods” and substitute “1.75 duty/professional periods”;

Last unnumbered paragraph – Add: “Effective September 1, 2013, while scheduling decisions remain in the discretion of administration and shall be final and binding, a reasonable effort will be made to:

Not schedule four or more teaching/study hall/tutorial periods in a row;
and

Schedule only one duty/professional period daily as a student contact period (i.e., tutorial, study hall).

In the event either of these is not accomplished, the ATH President will be provided advance notice and an explanation of Administration's reasonable effort. In addition, when requested by the ATH President, the Superintendent agrees to meet with the ATH President to review these scheduling matters."

High School Level – List of periods – Effective September 1, 2013, delete reference to "2 duty/professional periods" and substitute "1.75 duty/professional periods";

Add after list – "Effective September 1, 2013, while scheduling decisions remain in the discretion of administration and shall be final and binding, a reasonable effort will be made to:

Not schedule four or more teaching/study hall/tutorial periods in a row;
and

Schedule only one duty/professional period daily as a student contact period (i.e., tutorial, study hall).

In the event either of these is not accomplished, the ATH President will be provided advance notice and an explanation of Administration's reasonable effort. In addition, when requested by the ATH President, the Superintendent agrees to meet with the ATH President to review these scheduling matters."

5. **Article XIII – Insurance Benefits – Paragraph A – First Unnumbered Paragraph** – **Add:** "As to employees hired effective July 1, 2013 and thereafter, the Board's contribution to the cost of premium shall be 80% for individual/family plans.";

Second Unnumbered Paragraph - The New York State Department of Civil Service's Memorandum of May 15, 2012, Number 122r3, purports to prohibit health insurance buy outs (receiving a payment for dropping health insurance coverage) where a spouse is covered by the New York State Health Insurance Plan ("NYSHIP).

The District recognizes that a lawsuit has been filed in State Supreme Court, Albany County (Index No. 6860-12) to declare Memorandum Number 122r3 unlawful and for related relief. A declaratory action has also been filed before PERB (DR-130 and DR-131) seeking to declare such buy outs to be mandatorily negotiable notwithstanding Memorandum Number 122r3. Pending resolution of that litigation, the District shall enforce the rule as set forth in the May 15, 2012 memorandum effective January 1, 2014.

In the event the rule is ultimately declared to be in violation of rights of employees pursuant to the collective bargaining agreement, in the above-referenced litigation or other litigation, employees who elected not to participate in the district's health insurance plan (other than through the plan of a spouse)

shall be eligible for the benefit of this paragraph retroactive to the date established by the Court and PERB. In the event the rule set forth in the NYSHIP Memorandum Number 122r3 is ultimately upheld, this provision shall be deemed amended so as to be consistent with said rule.

6. **Article XV – Sick Leave – Paragraph A(1) – Add** new second sentence: “Up to two of said days may be used as half-days (four half-days) annually.

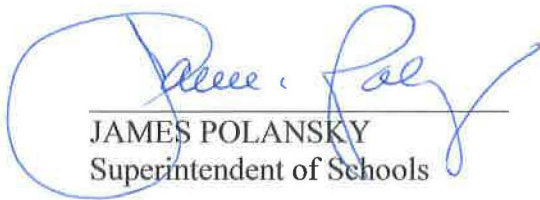
7. **Article XVI – Other Leaves of Absence – Paragraph C(1) – Second Sentence –** Delete “Two days” and substitute “Three days”; **Third Sentence –** Delete “two days” and substitute “day”; **Fourth Sentence –** Delete “two days” and substitute “day”; **Last Sentence –** Delete “these” and substitute “this day”.

8. **Article XXI – Retirement Incentive – Paragraph B, Subparagraph 1 –** Delete June 30, 2005 and substitute June 30, 2013; Delete July 1, 2005 and substitute July 1, 2013; Add new last sentence: “As to these teachers, written notice of intent to retire must be filed by May 24, 2013.”

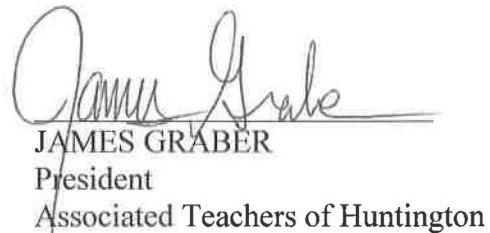
Paragraph C – First Unnumbered Paragraph – Delete reference to June 30, 2004 and substitute June 30, 2012.

9. **Article XXVI – Dues Deductions, Agency Fee and Retirement Loan Deductions – Paragraph A –** Add new sentence before last sentence: “Unit members shall be entitled to payroll deductions for VOTE COPE on a biweekly basis.”

22 IN WITNESS WHEREOF, the parties hereto have set their hands and seals this day of April, 2013.



JAMES POLANSKY
Superintendent of Schools



JAMES GRABER
President
Associated Teachers of Huntington