

STIPULATION OF AGREEMENT made and entered into this \_\_\_ day of May 2020, by and between the negotiating committees for the Hauppauge Union Free School District and the Hauppauge Association of Administrative Personnel (“HAAP”).

WHEREAS, the parties are signatories to a collective negotiations agreement covering the period July 1, 2015 – June 30, 2024 (“the CBA”); and

WHEREAS, in acknowledgment of current and future economic uncertainties, the parties have engaged in good faith negotiations and have agreed to reopen the CBA for the sole purposes set forth below; and

WHEREAS, the parties have arrived at a tentative agreement addressing these issues.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby stipulate and agree as follows:

1. The provisions of this Agreement are subject to ratification by HAAP’s membership and ratification and approval by the Board of Education.
2. The signatories below agree to recommend this Agreement for ratification/approval.
3. A copy of this original document has been furnished to representatives of the District and HAAP.
4. All proposals not covered herein made by either party during the course of negotiations will be deemed dropped.
5. Wages: CBA Article XIV(A)(6) will be modified to read as follows: “2020-2021: Each step of the salary schedules in effect on June 30, 2019 will be increased by 0%. In addition, there will be no step movement for the 2020-2021 school year. Thereafter, step movement will resume, unless the parties otherwise agree.”

6. Repayment (NEW): Add: "Following its receipt of all Foundation Aid payments for the 2020-2021 school year, the District will calculate the total amount received up to a maximum of \$9,345,767 ("Foundation Aid Received"). Foundation Aid Received will then be compared to the total Foundation Aid payments set forth in the 2020-2021 budget (\$7,476,614) ("Budgeted Foundation Aid"). If Foundation Aid Received is higher than Budgeted Foundation Aid, the District will calculate the percentage difference between the Foundation Aid Received and the Budgeted Foundation Aid ("the Percentage Difference"). The Percentage Difference will then be applied to the total value of the withheld wage increase and step movement set forth in paragraph "5" of this Agreement, with the resulting dollar amount representing HAAP's pro-rata share of the Percentage Difference ("the Pro-Rata Share"). [For illustration purposes only, if Foundation Aid Received is \$8,411,190 that would be 90% of \$9,345,767. If HAAP's withheld wage and step amounted to a \$20,000 value, HAAP's Pro-Rata Share of the Percentage Difference would be \$18,000.] The District will send the Pro-Rata Share and supporting documentation to HAAP. The parties will thereafter commence negotiations over the manner in which the Pro-Rata Share will be reimbursed to HAAP bargaining unit members, with the understanding that the parties' intention is to restore, in whole or in part, the step and wage percentage increases that were withheld for the 2020-2021 school year."

7. If the District's proposed 2020-21 budget is approved by the voters, then the following will be added to the end of the first paragraph of CBA Article XV(B): "No HAAP member who was first employed on or after July 6, 2017 will be excessed, or have their position abolished, or reduced to part-time, for any reason, for or during the 2020-2021 school year."

8. If the District's proposed 2020-2021 budget fails due to voter rejection and the District is placed on a contingency budget, the provisions of paragraph "7" of this Agreement

5/21/20

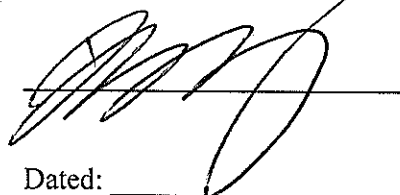
will be null and void, the remaining provisions will continue to be in effect, and CBA Article XV(B), as it existed prior to the date on which the parties entered into this Agreement, will remain in effect.

9. All terms and conditions of the CBA will remain in full force and effect except as amended by a specific provision of this Agreement.

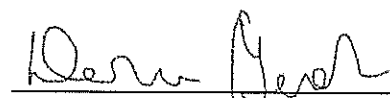
10. The provisions of this Agreement are subject to ratification by the District's Board of Education. If the Board does not ratify this Agreement, then it will become null and void and no adverse inference will be drawn against either party by virtue of its having entered into the Agreement.

11. This Agreement may be executed in more than one counterpart, each of which will be deemed an original, but all of which will constitute one and the same instrument. This Agreement may also be executed by facsimile or PDF-scanned signatures in counterparts, which will be deemed an original, but all of which will constitute one and the same instrument.

FOR THE DISTRICT:

  
Dated: \_\_\_\_\_

FOR HAAP:

  
Dated: 5/21/20