Memorandum of Agreement
by and between
The Uniondale Union Free School District ("District")
and the
Uniondale Teachers Association ("Association" or UTA")

The parties’ negotiating representatives agree to continue all terms and conditions of employment set forth in the 2008-2018 collective bargaining agreement between the District and the UTA, except as expressly amended herein. Precise contractual language to be agreed upon by the parties:

1. **Term:** 5 years: July 1, 2018 through June 30, 2023

2. **Article XIV - Salaries:** To be increased as follows:
   - 2018-19: 0.0%, plus step. Any member on or above step 20 as of July 1, 2018 shall receive a one-time, off-schedule payment of $1,000.
   - 2019-20: 1.9% plus step.
   - 2020-21: 1.3% plus step
   - 2021-22: 1.9% plus step
   - 2022-23: 1.9% plus step.

   Increase salary, stipends and rates by the same percentages as salaries.

   Revise salary schedules to provide that all Doctorate degrees qualify for pay on the Ph.D. lane.

   Section F: Revise to provide that there will be no retroactive placement if a teacher is frozen on step 5 until Masters is completed.

   Section N (Special Areas): Change to “M.”

   Change reference to “AV Coordinator” to “Technology Coordinator”.

   Add $315 (2018-19) to the stipend for Middle School and Elementary School G.O Auditor.

   Add $500 (2018-19) to the Final Grade Advisor in each Elementary School.

   Add new Show Choir Band Director stipend at 50% of the Show Choir Director stipend.
Increase the stipend for Aqua Show to midway between the current stipend and that of the Swim Coach.

Increase the stipend for the Soccer Coach to midway between the current stipend and that of the Football Coach.

Increase the stipend for the Bowling Coach to midway between the current stipend and that of the Volleyball Coach.

Section O: Delete.

Section P: Delete.

Section Q: Delete (except as set forth below) and replace with the following:

Effective June 30, 2019, members who leave the District shall be eligible for a Terminal Leave Payment. Such payment shall be calculated as set forth below, and will be payable within 30 days of the effective date of separation from the District as a 403(b) Employer Contribution. In order to be eligible for such payment, a teacher must give notice of separation, if possible, by March 1 preceding the June in which they will retire or otherwise leave the District. Teachers who are terminated pursuant to Education Law Section 3020-a or who resign in lieu of termination are not eligible for the Terminal Leave payment.

The payment shall be calculated by taking the total number of accumulated and unused sick and personal days for the employee, multiplied by 1/4 of 1/200 of the employee’s final salary.

Examples (for illustrative purposes only):

<table>
<thead>
<tr>
<th>Teacher Salary</th>
<th>1/200</th>
<th>1/4 of 1/200</th>
</tr>
</thead>
<tbody>
<tr>
<td>$60,000</td>
<td>$300</td>
<td>$75</td>
</tr>
<tr>
<td>$80,000</td>
<td>$400</td>
<td>$100</td>
</tr>
<tr>
<td>$100,000</td>
<td>$500</td>
<td>$125</td>
</tr>
<tr>
<td>$120,000</td>
<td>$600</td>
<td>$150</td>
</tr>
<tr>
<td>$140,000</td>
<td>$700</td>
<td>$175</td>
</tr>
</tbody>
</table>

The Terminal Leave Payment will be phased in over 5 years. Otherwise eligible employees will receive a maximum payment in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Separation on or after</th>
<th>Maximum percentage of payment set forth above</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 30, 2019</td>
<td>20%*</td>
</tr>
<tr>
<td>June 30, 2020</td>
<td>40%</td>
</tr>
<tr>
<td>June 30, 2021</td>
<td>60%</td>
</tr>
<tr>
<td>June 30, 2022</td>
<td>80%</td>
</tr>
</tbody>
</table>
June 30, 2023

*or the incentive the employee would have received under the old Section Q, whichever is greater. Except for the purpose of establishing the minimum payment in 2019, Section Q will be of no force or effect after June 30 2018.

In addition, the availability of the Terminal Leave Payment is conditioned upon the District realizing savings based on reduced use of substitutes. Accordingly, the Terminal Leave payment will only be available if the following benchmarks are met:

<table>
<thead>
<tr>
<th>Year</th>
<th>Savings on Substitutes Over the 2017-18 School Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019-20</td>
<td>$100,000</td>
</tr>
<tr>
<td>2020-21</td>
<td>$150,000</td>
</tr>
<tr>
<td>2021-22</td>
<td>$200,000</td>
</tr>
<tr>
<td>2022-23</td>
<td>$250,000</td>
</tr>
</tbody>
</table>

3. Article III - Association Rights and Duties:
   - Section I: Delete.
   - Section K: Delete.
   - Section N: Add a new paragraph documenting that the Association President teaches two classes per day.

4. Article IV - Teacher Rights:
   - Section M: Delete.

5. Article X - School Day and School Year:
   - Section A.3: Replace with the following: Special Area and AIS teachers shall be assigned no more that twenty-five (25) 50 minute periods per week, or the equivalent, except under extraordinary circumstances as determined by the Superintendent of Schools after prior notice to the UTA president.

   - Section B.3: Replace with the following: Secondary School teachers shall not be assigned more than five (5) teaching periods, a duty period, and a homeroom, except under extraordinary circumstances as determined by the Superintendent of Schools after prior notice to the UTA president.

   - Section C.3: Replace with the following: Middle School teachers shall not be assigned more than five (5) teaching periods, a duty period, and an advisory, except under extraordinary circumstances as determined by the Superintendent of Schools after prior notice to the UTA president.

   - Section E.3: Increase summer compensation for guidance counselors by 10% effective July 1, 2018. This increase applies only to the days over and above all work days set forth in the first paragraph of Section E.3.a, including the five days before and 5 days after the teachers’ work year.
Section E.3: Provide security in the form of panic buttons or other means of promptly reporting an incident requiring the intervention of security personnel.

6. Article XI - Leaves:
Section B.1: Combine sick and personal leave, for a total of 14 days per year if tenured; 12 days per year if non-tenured.
Section B.1: After an absence of three or more consecutive sick days, the District may require a doctor’s note. In the absence of a doctor’s note that includes a specific diagnosis and a statement that the employee was unable to come to work, the District will dock the employee’s pay for the cost of a substitute for each day of undocumented absence. If no sub was used, the standard cost of a sub will be used when docking the employee’s pay.
Section B1: Delete limit on sick and personal day accumulation.

Section G: Eliminate list of reasons for personal leave.

New: After a leave of two years or more, the District may require an employee to attend one day (6 hours) of professional development (provided by the District) prior to return and prior to resumption of pay. The employee will not be compensated for such professional development time.

7. Article XIII - Grievance Procedures:
Section B.1: In the first sentence, add “or the Association” after “instructional employee”. On the third line, replace “that he/she” with “that an instructional employee”. Delete limit on sick and personal day accumulation.

Section B.6: Revise to read “Aggrieved party” shall mean any instructional employee or the Association filing a grievance.”

Section C.1.a: Delete and replace with: “An aggrieved party having a grievance shall discuss it with the building principal or immediate supervisor with the objective or resolving the matter informally. An instructional employee may appear alone and/or he/she may be represented by the Association. The presentation of such a grievance shall take place within fifteen (15) days following the act or condition which is the basis of the grievance. The Association shall be notified of all grievances filed by an instructional employee. No settlements, written or otherwise, shall be made without the knowledge and consent of the Association.”

Section C.2: In the first paragraph, revise the first sentence as follows: “If the grievance is not resolved at the Building level, only the Association may appeal to the superintendent...”

Section C.2: In the second paragraph, revise as follows: “Within fifteen (15) days of the receipt of the appeal, the Superintendent, or his/her duly authorized representative, shall meet and confer with the Association president or his/her designee and the instructional employee on the grievance...”
with a view to arriving at a mutually satisfactory resolution of the grievance. The instructional employee and the Association representative shall be given at least five (5) days’ notice of the conference. The instructional employee shall be present at the conference, except that he/she need not attend where it is mutually agreed that no facts are in dispute.”

Section C.2: Delete the fourth paragraph

Section C.2: Revise the fifth paragraph as follows: “The Superintendent, or his/her duly authorized representative, shall communicate his/her decision in writing, together with the supporting reasons to the Association president or his/her designee…”

Section C.3: Revise the first paragraph as follows: “A grievance dispute which was not resolved at Step 2 under the Grievance Procedure may be submitted to arbitration by the Association only…”

Section C.3: Delete the second paragraph.

Section C.3: Delete the ninth paragraph and insert the following: “The arbitrator’s fees will be shared equally by the Association and the District.”

Section C.3: Change “supervisory” to “supervisor”.

8. **Article XV - Insurance**: Revise to provide for a fixed payment of $7,500 for those who withdraw from health insurance.

9. **Article XXI - Miscellaneous**:
   Section B.1: The parties will establish the standards for appropriate dress. At a minimum, dress will meet the standards of "business casual." The parties will meet to discuss additional details.

Section R (NEW): All teachers must maintain valid and current certification in their area of employment.

Section S (NEW): A committee will be established to discuss Professional Development.

The District will endeavor to fill vacancies promptly and notify the UTA of all vacancies.

10. Separate from negotiations for a successor collective bargaining agreement, the parties have engaged in discussions regarding the APPR plan. While those discussions continue, and until any revised plan is agreed upon and approved by the New York State Education Department and/or the Commissioner of Education, the parties agree to continue the current APPR plan.
This memorandum of agreement is subject to ratification by members of the Association and approval by the District’s Board of Education.

Dated: June 19, 2018
Uniondale, New York

For the District:  
[Signature]  
10/24/18

For the UTA:  
[Signature]  
6/19/18  
[Signature]  
10/24/18
AMENDMENT TO MEMORANDUM OF AGREEMENT

By this Agreement the negotiating representatives of the Uniondale Union Free School District ("District") and the Uniondale Teachers Association ("UTA") hereby agree to amend the terms of a Memorandum of Agreement executed by the UTA ("MOA") dated June 19, 2018, which modifies the 2008-2018 collective bargaining agreement. A fully executed copy of the MOA is annexed hereto. The parties agree as follows:

1. All terms of the MOA shall remain unchanged with the exception of the implementation of the salary percentage increases. Those increases shall be implemented in accordance with the following schedule, which defers the effective dates of the salary increases that would otherwise, pursuant to the MOA, have taken effect on or about September 1 in each respective school year:

   February 1, 2020 (instead of September 1, 2019): 1.9%
   February 1, 2021 (instead of September 1, 2020): 1.3%
   February 1, 2022 (instead of September 1, 2021): 1.9%
   February 1, 2023 (instead of September 1, 2022): 1.9%

2. In consideration of the above, the UTA agrees to withdraw PERB Case No. U-36496, with prejudice. The UTA shall also withdraw, with prejudice, the grievance filed alleging a violation of the collective bargaining agreement and paragraph VII of the Annual Professional Performance Review ("APPR") Plan memorandum of agreement, dated June 8, 2016, ("sunset clause") and any other grievances, lawsuits, proceedings, claims, notices of claim, actions or causes of action relating thereto. The parties agree to continue the practice of meeting periodically to discuss the APPR plan.

3. This Amendment and the MOA are subject to ratification by the UTA and approval by the Board of Education and shall be read together with regard to the agreements reached between the parties. Only the Amendment shall be subject to ratification by the UTA membership, as the MOA has already been executed by the UTA President and ratified by the membership.

4. This Amendment shall not be used in any proceeding as proof of the existence of an agreement between the parties unless and until it is ratified by both parties. Nothing herein shall be construed to alter the District’s or the UTA’s position with respect to whether an agreement was reached regarding the terms of the June 19, 2018 MOA prior to the execution and approval of this Amendment.

Dated: 10/24/18

For the UTA:

Paul Marconi, President

Dated: 10/24/18

For the District:

Dr. William K. Lloyd, Superintendent

RECEIVED
OFFICE OF HUMAN RESOURCES
OCT 25 2018
UNIONDALE SCHOOL DISTRICT