

MEMORANDUM OF AGREEMENT
BETWEEN
THE SUPERINTENDENT OF THE
TUCKAHOE UNION FREE SCHOOL DISTRICT
AND
THE TUCKAHOE TEACHERS' ASSOCIATION

The Negotiating Team for the Board of Education of the Tuckahoe Union Free School District ("District") and the Negotiating Team for Tuckahoe Teachers' Association ("Association") hereby enter into this Memorandum of Agreement in complete and final settlement of all issues proposed and negotiated for the July 1, 2016 to June 30, 2018 successor collective bargaining agreement to the parties' July 1, 2011 - June 30, 2016 collective bargaining agreement. The terms of the July 1, 2011 to June 30, 2016 collective bargaining agreement shall continue except as modified by the terms of this Memorandum of Agreement. The terms of this Memorandum of Agreement shall not become effective unless and until they are approved by the Board of Education of the School District ("Board") and ratified by the members of the Association.

1. Article 1.4, Duration - The successor Agreement between the parties shall cover a two (2) year period, inclusive of the dates July 1, 2016 through June 30, 2018.

2. Article 5.1 (b), ET AL:

(1) The salary schedule for 2016-2017 shall be increased by 1.4% over the 2015-2016 schedule. The salary schedule for 2017-2018 shall be increased by 1.4% over the 2016-2017 schedule.

(2) The longevity amounts are set forth in Section 5.2(k). The longevity increments effective 7/1/15 shall be increased by \$200 effective 7/1/16.

(3) Members of the bargaining unit will continue to progress on all steps, including longevity, subject to Article 5.4.

3. Section 5.6: The extra pay scale Appendix F shall be increased by 3% effective July 1, 2016.

4. Salary supplements, differentials and hourly rates shall be increased by the same percentage as the salary increases, except:

(i) Section 5.8 (j): mentor stipend shall be \$1400 effective July 1, 2016. New language attached to replace current Appendix 1.;

(ii) Members directed to attend Parents' Visitation Night/Back-to-School Night outside the regular school day shall be paid \$75 for each such night beyond the first Parents' Visitation Night/Back-to-School Night. The first such night shall not be compensated for.

5. The District and the Association shall each appoint up to four (4) members to a committee to review the extra pay schedule and the work necessarily performed in each position for the purpose of recommending to the respective contract negotiations committees fair and equitable pay to be accorded the respective positions commencing with the next collective bargaining agreement. If the District creates any new extra pay positions, it shall immediately commence negotiations with the Association with respect to terms and conditions of employment appertaining thereto.

6. Section 6.1 (a): Effective July 1, 2016, each bargaining unit member shall contribute toward the cost of medical benefits an amount equal to 13% of said cost based upon the member's selection of individual, two person or family coverage. Effective July 1, 2017, each bargaining unit

member shall contribute toward the cost of medical benefits an amount equal to 14% of said cost based upon the member's selection of individual, two person or family coverage.

7. Section 6.1 (d) (1): The district per capita annual contribution shall be \$1800 effective July 1, 2016 and \$1825 effective July 1, 2017. Effective July 1, 2016 the District shall discontinue its practice of contributing to the Welfare Fund 10/12ths of the annual contribution for newly hired bargaining unit members who commence employment in September of the school year and instead shall render the full annual contribution for such individuals.

8. Section 6.2 New: For illnesses commencing on or after July 1, 2017, sick leave shall run concurrently with FMLA entitlements. Also add the following to 6.2:

“Pregnancy related disability shall be treated the same as any other disability unless otherwise permitted by law. It is understood that no doctor’s certificate will be required in the case of child birth until after six (6) weeks in the case of a normal delivery and until after eight (8) weeks in the case of caesarian section.”

9. Non-Resident unit member children attendance at District Schools. Attached: New Article to be added per attached language.

10. Add Appendix J (APPR procedures): See attached language

Dated: September 30, 2016


For the Association


For the District

APPENDIX I

TEACHER MENTOR PROGRAM

Goal: To provide every first-year teacher in Tuckahoe with a mentor.

All first-year teachers will be provided with a mentor for 1 year. Teachers may receive a mentor for a second year if necessary or if requested by the new teacher. Such request will not be used against the teacher in any way.

Leave replacement teachers who qualify, based on the above, for mentors shall receive mentors for the time they are in the District, only if 3 months or more. Part time teachers (.5 or above) shall also receive mentors. Mentors for leave replacement and part time teachers shall receive a stipend prorated over the time their mentees are in the District. Each mentor will be responsible for only one new teacher.

Role(s) of Mentors:

Mentors will:

- guide and support assigned new teacher in a non-judgmental, confidential, and supportive manner;
- act as a “sounding board” for issues, concerns, and problems as they occur;
- help new teachers review lesson plans as needed;
- demonstrate excellent teaching practices;
- visit new teachers’ classrooms (when invited and as time allows);
- share with new teachers articles and conference information related to teaching.

Mentors and new teachers will decide together on mutually-convenient times for meeting and/or visiting each other’s classrooms.

Mentors:

- will attend up to 5 hours of mentor training
- may request up to four release-time days for the purpose of classroom visitations and/or joint planning;
- will be given priority for attendance at professional conferences;
- will maintain a log of timesheets that record dates and times of mentor activities
- will be responsible for 30 hours of work (prorated for part time and leave replacement teachers). Training shall count towards the 30 hours.

Selection of Mentors:

Mentors will be selected in accordance with the following guidelines only: Mentors will:

- have tenure within the Tuckahoe Union Free School District;
- have consistently received effective/highly effective APPR rating(s) during the last 2 years;
- exhibit excellent subject matter mastery;
- demonstrate their ability to stay current in the field (through attendance at conferences or staff development programs);
- demonstrate excellent interpersonal skills.

Should fewer tenured teachers apply than needed, an untenured applicant may be selected if he/she has been a teacher in Tuckahoe for a minimum of 2 full years, provided he/she meets the rest of the above criteria.

All mentees will be paired with mentors on the same grade level or subject area. If this is not possible, mentees will be paired with mentors in the same building (Cottle, MS, HS).

Application Process:

Interested teachers should forward a completed Mentor Application form and required attachment(s) to the Superintendent or his/her designee. Mentors will be selected in consultation with the TTA President and/or his/her designee.

Article ____ - Children of Non-Resident Unit Members

- A. The children of a non-resident member of the bargaining unit who is employed by the District as of June 30, 2016 and who is not a resident of the District, may attend the schools of the District at no cost to the unit member subject to the provisions below.
- B. Such non-resident students may be admitted to District schools if, and only if, in the judgment of the Superintendent of Schools:
 1. The student's educational needs can be met by existing staff;
 2. Such admission shall not require the expenditure of additional local funds or the hiring of additional staff;
 3. The student's admission shall not cause a classroom to exceed student capacity as defined by law, regulation or board policy (i.e., space available only); and
 4. The student is determined to be a student in good standing in his/her district of residence (i.e., is not on academic probation or otherwise the subject of any out of school suspensions in the past school years).
- C. Such students will have to meet the following requirements:
 1. Undergo screening by a District educational evaluator;
 2. Demonstrate a record of satisfactory academic performance;
 - a) Elementary school: performing at grade level or better.

- b) Middle school/high school: a cumulative grade point average of at least 80%

3. Attend a personal entrance interview.

D. Once enrolled, such students will have to meet the following requirements for continued enrollment:

1. Maintain a record of satisfactory academic performance:

a) Elementary school: performing at grade level or better

b) Middle school/high school: a cumulative grade point average of at least 80%

2. Adhere to the District's Code of Conduct.

E. Except for students at the senior high school level, the Superintendent will assign students to classes other than a class where the parent works, unless matters of hardship dictate otherwise.

F. Transportation will not be provided for such non-resident students.

G. Services to such students will not exceed services provided to resident students of the District and will not include BOCES and/or any other type of out of district placement. As a condition of enrollment, any parent who seeks to enroll a non-resident student in the District pursuant to this provision understands and acknowledges that the student's district of residence retains all child find responsibilities consistent with the Individuals with Disabilities Education Act and New York State Education Laws and Regulations. Any referrals of a non-resident student shall be redirected to the district of residence for consideration and

evaluation by the student's district of residence. The student's district of residence remains responsible for evaluation, classification, and development of any individualized education programs (IEPs) or Section 504 Accommodation Plans, and for recommending appropriate services. In all cases the student's district of residence shall be responsible for reimbursing the District for any special education services provided for such student following the development of an IEP or Section 504 Accommodation Plan if such District places the student in Tuckahoe. Any such program and/or services shall be the sole responsibility of the unit member's district of residence and shall only be provided by Tuckahoe upon a determination by the CSE of such school district of residence as to the level of services required and a determination by such school district to place the student in a Tuckahoe program and pay for such services.

- H. A non-resident unit member who is not employed as of June 30, 2016 shall not be eligible to have his/her children attend the schools of the District.

LANGUAGE TO ACCOMPANY APPR PLAN

These procedural guidelines shall accompany the APPR plan.

1. Announced and unannounced APPR observations shall not take place during the first five (5) days of the school year, or later than June 10th.
2. No unannounced APPR observations shall take place on planned half days, planned early dismissals or delayed openings.
3. Announced APPR observations shall be scheduled at least five (5) school days in advance at a mutually agreed upon date and time. In the event of disagreement, the lead evaluator will determine the date and time of the observation.
4. For every announced and unannounced APPR observation, a post-observation conference shall take place within ten (10) school days of the observation.
5. There shall be a minimum of five (5) school days between a teacher receiving a completed APPR observation score and the next observation.
6. For unannounced APPR observations, teachers shall be evaluated on all observable subcomponents of the rubric, with no minimum number required to be observed.
7. The District and Association shall discuss annual targets as it relates to the student performance component of the APPR plan by the end of October.

