

AGREEMENT

Between

THE BOARD OF EDUCATION
TUCKAHOE UNION FREE SCHOOL DISTRICT

And

THE TUCKAHOE TEACHERS' ASSOCIATION

JULY 1, 2018 – JUNE 30, 2020

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AGREEMENT

This Agreement is made and entered into on this 1st day of July, 2018, by and between the BOARD OF EDUCATION, TUCKAHOE UNION FREE SCHOOL DISTRICT, Town of Eastchester, Westchester County, New York (hereinafter referred to as the "Board", "District", or ("Employer")) and the TUCKAHOE TEACHERS' ASSOCIATION (hereinafter referred to as the "Association").

SECTION ONE: THE AGREEMENT

1.1 Definitions

As used herein, the following terms shall have these meanings: "Teacher" means a member of the negotiating unit defined in Section 1.2 below. "District" means Tuckahoe Union Free School District, Town of Eastchester.

"Association" means Tuckahoe Teachers' Association.

"Board" shall mean the Board of Education and the format thereof of Tuckahoe Union Free School District, Town of Eastchester, Westchester County.

1.2 Appropriate Unit

The appropriate employer-employee negotiating unit in accordance with Article 14 of the Civil Service Law to which this Agreement applies consists of all certifiable professional and instructional employees with the exception of the Superintendent of Schools, Assistant Superintendent for Curriculum, Instruction and Personnel, School Business

Administrator, Principals, Assistant Principals, and Director of Special Education.

1.3 **Recognition**

Based upon the Association's no-strike affirmation, the recognition heretofore granted to the Association is hereby confirmed and extended for the period stated herein.

1.4 **Duration**

This Agreement between the parties shall cover a two (2) year period, inclusive of the dates July 1, 2018 through June 30, 2020. Bargaining on all subjects in and outside of the Agreement is precluded under this Agreement except as provided for in Section 1.9(c) and in Section 1.5; those negotiations provided for in Section 1.5 shall only affect any contract applicable after June 30, 2020.

1.5 **Renegotiation**

Each party will make every reasonable effort to submit its proposed changes no later than February 15, 2020.

Both parties are to be prepared to commence negotiations within seven (7) days after February 15, 2020.

1.6 **Exchange of Negotiation Data**

(a) In the event the Association or the District cannot secure information necessary to develop, support, or evaluate bargaining proposals through its membership, public records or available research organizations, the other party shall attempt to provide said information in writing, no later than seven (7) school days from the date of the request.

(b) If joint meetings of the negotiating committees of the Board and the Association are held during the school day, one member of the negotiating committee from each building plus the chief negotiator shall be released from their regular duties without loss of pay or charge to their sick or personal leave.

1.7 Priority of Agreement

(a) Where the provisions of this Agreement are in conflict with District policy or individual teacher agreements, this Agreement shall govern, except as provided by law.

(b) Nothing contained herein shall be construed to deny or restrict, with respect to any teacher, any rights the teacher may have under the New York State Education or Civil Service Laws or any other applicable law and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

1.8 Maintenance of Standards

(a) All conditions of employment, general working conditions, teacher responsibilities, and salary credit shall be maintained at standards in effect in the District at the time that this contract is signed, provided that such conditions shall be improved for the benefit of teachers as required by the expressed conditions of this contract. If the parties are unable to agree upon a change, it shall be determined through the grievance procedure whether such change is reasonable and necessary.

(b) This contract shall not be interpreted as to deprive

teachers of professional advantages heretofore enjoyed, or the Board of professional services heretofore rendered, unless expressly stated herein.

1.9 **Scope of Bargaining**

(a) The Board and the Association acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

All demands of either party whether or not raised during negotiations shall be considered as freely discussed and negotiated and are not subject to further negotiations throughout the duration of the Agreement except by mutual agreement between the parties. In addition, the Agreement shall not be subject to change except by mutual agreement between the parties.

(b) If any provision of this Agreement is or becomes invalid or legally unenforceable, all other provisions of this Agreement shall nevertheless continue in full force and effect and the parties will meet forthwith upon request, to negotiate substitute terms for such invalid or unenforceable provision.

(c) Compensation for specific activities not covered herein shall be negotiated by Association representatives prior to

carrying out the assignment.

1.10 Ratification

(a) No final Agreement shall be executed without ratification by the Association and the Board.

(b) It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

(c) The District shall email a word searchable copy of the Collective Bargaining Agreement to bargaining unit members upon full execution and to new bargaining unit members upon first employment.

1.11 Savings Clause

Should any part of the Agreement be not permissible by reason of CEP, WAGE Board, or other government laws or regulations, the parties shall seek approval of such part in any other permissible area. Should there be several permissible matters, the parties shall endeavor to agree upon which matter shall be submitted for approval.

SECTION TWO: BOARD AND ASSOCIATION STATUS AND RIGHTS

2.1 Right of Organization

Teachers shall have the right to join and participate in the Tuckahoe Teachers' Association and shall have the right to

refrain from joining or participating in the Association.

2.2 Right of Representation

Teachers will be represented by the Association to negotiate collectively with the District in the determination of their wages, hours, and terms and conditions of employment, and the administration of grievances.

2.3 New Teachers

(a) When a new teacher is hired, the District will notify the Association, giving name, address, and position for which hired.

(b) The Association will be given time to conduct an Association meeting from 10:00 a.m. to 11:30 a.m. on Teacher Orientation Day in September.

(c) New teachers will be presented a copy of this Agreement immediately upon hiring.

2.4 Non-Discrimination

(a) The District will not discriminate against any teacher with respect to hours, wages or terms or conditions of employment by reason of membership in the Association, participating in any activities of the Association, including collective negotiations with the District, or the institution in good faith of any grievance, complaint or proceeding under this Agreement with respect to any terms or conditions of employment.

(b) Neither the Association nor the Board shall discriminate against any person on the basis of race, creed, religion,

color, national origin, age, sex, marital status, political belief or affiliation, either as to admission to membership or representation under the terms of this Agreement.

(c) This Agreement and the rates of pay, hours, and terms and conditions of employment hereunder shall be applied in a manner which is not arbitrary, capricious or unjustly discriminatory and without regard to race, creed, religion, color, national origin, age, sex, or marital status, except as such conditions may constitute bona fide occupational or assignment qualifications.

2.5 **Board Rights**

The Board retains and reserves unto itself all rights, powers, duties, authority, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New York and retains those rights, powers, or authority not abridged or modified by this Agreement.

2.6 **Payroll Deductions**

(a) Subject to reasonable procedural requirements, the District agrees to deduct membership dues from salary payments in consecutive payroll periods as authorized in writing by the individual teacher and requested by the Association and to forward such payments in a lump sum to the Association within five (5) days of said deduction.

(b) As long as an employee is on the payroll, the authorized deduction shall be continued yearly unless the teacher notifies the Board, in writing, of the teacher's desire to

discontinue membership in the Association.

(c) The Association shall indemnify and save the district and Board harmless against any and all claims, demands, suits, or other forms of liability arising out of its deduction and remittance to the Association of dues, in reliance upon employee deduction cards.

2.7 Association Time

(a) Subject to the approval by the Principal, the President of the Association and the authorized representative of the Association in each building shall have their class schedules aligned to facilitate the transaction of official Association business related directly to the administration of this Agreement on school property at times that shall not in any manner interfere with or interrupt school operation or the individual school duties and responsibilities of such representatives. The President shall be assigned no other than teaching duties.

(b) Building Principals shall relieve the President or the President's designee to attend Association business when there exists an emergency situation. The TTA shall furnish competent coverage of class or classes if necessary without cost or obligation to the District.

(c) Upon request to the Superintendent, time off may be granted (to a maximum of five (5) days for the entire unit) to members of the bargaining unit for the purpose of attendance at meetings of affiliated organizations or other like meetings. The decision of the Superintendent shall be

final and not subject to review or subject to the grievance and arbitration provision of the Agreement. Such time shall not be chargeable against sick or personal leave.

(d) By December 1 each year, the Association shall certify to the District the names of such authorized representatives for the forthcoming school year.

(e) When Association representatives meet by agreement with a District representative during the school day, such meeting shall be without loss of pay.

(f) The officers of the Association are: the President, Vice President, Treasurer, Secretary and the respective building representative.

2.8 School Facilities

Subject to District rules and regulations of general applicability, the Association and its representatives shall have the right to use school buildings for meetings and shall have an office assigned to it (selection and location of which shall be subject to the District's discretion), and shall have the use thereof for Association purposes, and shall have access to typewriters, duplicating machinery, and audio-visual equipment.

The Association shall pay for all labor, material, and supplies incident to such use at the cost to the District. The Association shall have the right to have an Association telephone in its office at Association expense.

2.9 **Summer Mailing List**

The parties agree that a summer mailing list of all staff covered in the formal Agreement shall be made available to the President and Secretary of the Association upon request made to the principals.

2.10 **Meetings**

Association representatives shall be afforded five (5) minutes after the close of the faculty meetings for the purpose of making announcements.

2.11 **Bulletin Boards**

(a) The Association shall have the exclusive right to post notices of its activities on a designated area of the Faculty Room bulletin board in each school building. The Association may use the District mail service and teacher mail boxes for communications to teachers.

(b) No communication so posted, issued, or mailed by either party to the Agreement shall tend to impugn the good name, justly or unjustly, of any person or group.

(c) A communication which is not issued by the Association or the Board, or which does not make clear on its face that it has been issued to the Association or the Board, shall not be entitled to the privileges of this paragraph.

2.12 **Telephone Calls**

The Association may have a telephone or telephones installed and maintained at its own expense at the locations it chooses, provided that said locations are approved by the

Superintendent. Such telephones shall be used for the transaction of all Association business.

2.13 Seniority List

By October 15th of each year of the Agreement, the District shall post in each faculty room a list of teachers in order of years of service in the particular school. This posting of a list means that a seniority system exists for the purpose of consolidation and staff reduction due to the loss of enrollment.

SECTION THREE: PROFESSIONAL STATUS AND RIGHTS

3.1 Hiring Standards

Qualifications for newly hired teachers shall include a Baccalaureate degree plus a permanent or provisional teaching certificate from the State Education Department or a commitment to obtain at least six (6) approved credits per year toward such certificate.

3.2 Use of Professional Time

The District shall relieve all teachers of cafeteria and bus duty.

3.3 Vacancies and Position Openings

(a) The Superintendent shall notify the President of the Association of all vacancies and openings in the administrative, supervisory and teaching staff at the same time other recruitment agencies are notified. The District shall also cause notice of same to be posted on the

Association bulletin boards located in each building sufficiently in advance of appointment to the position to permit application and consideration. In filling such vacancies and openings as may arise, the District agrees to give due weight to professional background, experience, and other variables. Other factors being equal, the applicant from the local system shall be accorded priority if the Superintendent and the Board deem this to be in the best interest of the school.

(b) If any position to be filled by the District requires an interview of candidates by the Board, representatives of the Association (not exceeding five (5)) in number may confer with candidates upon their visit to the District. In the event the Association chooses to confer with the candidate, it may submit a written recommendation to the Board. In no event will the written recommendation of the Association be binding upon the Board and the Board's decision with respect to the filling of such position shall be final.

In no case are the Board records to be made available to the Association nor may the Association or any member thereof request any confidential credentials or materials from the candidate.

(c) In making tenure recommendations to the Board, the Superintendent and the Principal involved may request a conference with the representatives of the TTA if the Superintendent and the Principal believe that such a conference will be helpful to them in making the tenure

recommendation. It is recognized by the Association that it is its professional obligation to deal fully and frankly with the Superintendent and the Principal and such discussions shall be held strictly on a confidential basis.

3.4 **Teacher Evaluation**

(a) Effective June 30, 2020, probationary employees who will not be granted tenure or will have their probationary appointment terminated at the end of the school year shall be notified of same by the Superintendent, in writing, by March 15th. Nothing herein shall restrict or limit the Board's authority with respect to the denial of tenure or the termination of probationary appointments at any time.

(b) Teacher evaluations will be conducted in accordance with the Annual Professional Performance Review (APPR) attached hereto as Appendix G. Claims regarding an alleged violation, misinterpretation or inequitable application of the forms and/or procedures set forth in Appendix G shall be subject to Section 7 of this Agreement. This provision shall be liberally construed to effect the intent of the parties to have such claims resolved through the grievance and arbitration process of the Agreement.

3.5 **Professional Council**

(a) There will be established a permanent Professional Council for the purpose of discussing school matters which are of mutual interest to administrators and teachers. The Council will not deal with matters in the province of the Project Teams.

(b) The Association membership of the Professional Council will consist of the Association Board of Trustees. The administrative membership will consist of the Principals, Assistant Principal, Superintendent, Assistant Superintendent, and Director of Special Education.

(c) Two co-chairpersons shall be selected from the Council membership, one to be designated by the Association and the other by the Administration. These two co-chairpersons will be responsible for the preparation of agenda.

(d) Professional Council meetings shall be on the first Monday of the month to a maximum of six (6) meetings.

3.6 **Project Teams**

(a) To assist the Superintendent in the development of a proper curriculum for approval by the Board of Education, there shall be project teams. Members of the project teams shall be teachers selected by the Superintendent. The Superintendent shall first consider volunteers. If, in the opinion of the Superintendent, any or all of the volunteers' certification areas and experience are not appropriate for the task to be considered, the Superintendent may solicit additional volunteers with appropriate certification and experience.

(b) Every effort will be made to form project teams that equally represent the different schools. Project team members may vary depending upon the task assigned to a project team. The time that team members may devote to the

task of the project team may vary, but in no event shall said time exceed 20 hours each school year.

(c) The Superintendent of Schools will appoint team leaders for each project team. The Project Team Leader will receive \$2,886. Each Project Team member will receive \$1,443. These rates are based on a full year but may be pro-rated for a quarter or a semester project.

(d) Meetings of the project teams will be announced in two buildings at least one week in advance. An agenda agreed to and voted on at the previous meeting shall be allowed and new business shall be discussed. All teachers may participate in project team deliberations when such participation does not interfere with other duties. Teachers who participate will be prepared to give of their free time as necessary to fully investigate, understand, and deliberate in the decisions in which they are to be participants.

(e) Project teams shall meet at times agreed to by their members.

(f) Minutes of the Project Teams shall be approved by majority vote and distributed to all staff and Board members by the Superintendent of Schools.

(g) Prior to the decision by the Board to conduct a Summer Workshop Program, the matter shall be referred to the Project Teams which shall have an opportunity to make a recommendation concerning this program.

(h) No teacher shall be compelled to participate in a Summer Workshop Program and a teacher's failure to do so shall not

work to their detriment.

3.7 Conference/Workshop:

Application for attendance at conferences, workshops, seminars, and other professional improvement sessions must be submitted to the building principal for advance approval by the Superintendent. Application for attendance at a conference and a list of estimated expenses must be filed by the teacher with the building principal prior to the date of such leave. The District shall pay all reasonable expenses, including fees, meals, lodging, transportation, and/or registration fees incurred by the teacher. Priority will be given to those requests that are aligned with District goals.

3.8 Classroom Discipline

(a) Schools will always be under the direction and supervision of a responsible professional person who shall be either an administrator or a teacher.

(b) A child who disrupts classroom work so seriously as to impede effective instruction, or who threatens or engages in serious physical violence shall be directed by the teacher, with a short referral form briefly noting the immediate problem, to report to the Administration, using such reasonable escort as circumstances require. A written report from the teacher to the Administration containing substantiating data on the behavior of the child will be submitted by the end of the school day. The Administration will make suitable investigation and report back in writing

to the teacher within a reasonable amount of time. A prompt course of action will be taken that best serves the needs of all concerned.

(c) On the second offense by the child within a school year which has been reported in writing as stated above, there shall be a conference, including the Administration, the teacher, and the child before the child is readmitted to class, and the parent notified.

(d) Upon a third offense, there shall be a conference with the Administration, the teacher, the child, and the parents of the child as soon as possible. (Prior to this meeting, there will be a conference between the teacher, the principal, the assistant principal, or a third party from the Association).

(e) Assault upon a teacher shall be considered grounds for immediate suspension. In the event that the Board determines that it shall prosecute the student, the teacher will give full participation in this action.

(f) Teachers shall not give information on the student to other than authorized District representatives without written consent from the child's parent or guardian.

3.9 Complaints Against Teachers

(a) Complaints directed toward a teacher which become a matter of record shall be brought promptly to the teacher's attention.

(b) No derogatory letters or reports shall be placed in a teacher's file without such teacher's knowledge and

opportunity to make a written statement in defense, which shall be attached to the derogatory statement.

(c) Each teacher shall have the right upon request to review the contents of the teacher's own personnel file in the presence of an administrator or the teacher's representative, except for confidential references or information for the purpose of obtaining employment or promotion to or from outside the system.

3.10 **Academic Freedom**

It is the policy of the District to maintain and encourage full freedom, within the law, of inquiry, teaching, and research. In the exercise of this freedom, the teacher may, without limitation, discuss the teacher's own subject in the classroom; the teacher may not normally, however, claim as the teacher's, right and privilege to discuss in the teacher's classroom a controversial matter which has no relation to the teacher's subject. In the teacher's role as a citizen, the teacher has an obligation to bear in mind the teacher's unusual influence on the opinions and values of the children with whom the teacher works.

3.11 **Assignment of Student Teachers**

The District may assign student teachers only to tenured teachers who volunteer for the assignment. The assignment of student teachers to volunteer tenured teachers may be terminated at any time at the discretion of the tenured teacher.

3.12 **Building Security Device**

The District will implement a building security device to register the arrival and departure times of employees into the building(s) at which they are assigned to work. The building security device will be located at the different entry doors in the building(s).

3.13 **eChalk**

All teachers will be required to develop and maintain an eChalk page or similar device/system as standardized by the District for each of their classes. The eChalk page will be used to provide information such as course expectations, homework assignments, project assignments, tests and exams schedules, resources available to students, class rules, codes of conduct, the grading policy and communication with parents. The parties recognize that the content of the eChalk may be different amongst teachers based on the grade level and subject matter area.

The District will provide training to the teachers on the creation, implementation, and maintenance of the eChalk page.

SECTION FOUR: HOURS AND WORKING CONDITIONS

4.1 **General**

(a) No departure from the norms below shall be made without prior written notification to and consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the

need and desirability of such deviation, the matter may be processed through the grievance procedure.

(b) All teachers shall be notified by June 1 of their planned subjects to be taught, the number of classes, and tentative enrollment figures, and the grade level to be taught during the following year.

4.2 **Class Size**

(a) In determining the number of pupils to be placed in classrooms, the District shall take into account such factors as: professional opinion on the relation of class size to the education of pupils; pupil age differences; size and other physical limitations of District classrooms; the ability of groups established for special instruction; the number of sections at any grade level or in any course; the need for a particular course to complete a subject sequence; recognition that new courses when first offered will possibly fall below the required minimum, and the financial resources obtainable.

(b) In the event there are more than thirty (30) elementary pupils per class or more than thirty-two (32) high school pupils per class, except in physical education during the months of September or October, a new class will be formed. If later in the year, the above limits are exceeded, the Superintendent will offer a written explanation to the Association. One class over thirty-two (32) is not excessive if the teacher's total pupil load does not exceed 125 in regular teaching classes.

(c) These provisions do not apply to extra-curricular activities or to special large group instruction periods such as band, orchestra, and chorus.

(d) A goal of 300 pupils is the mutual desire of both the Board and the Association for all teachers and counselors. In unusual cases where this goal is exceeded, an attempt shall be made to make an adjustment for the teacher.

4.3 Teaching Load - Elementary

(a) Elementary teachers shall have six (6) preparation periods or the equivalent per week. A period is to be considered a minimum of forty-five (45) minutes.

(b) Elementary school teachers shall have no more than a 2-1/2 hour teaching span of straight teaching in any one day whenever possible.

(c) Each kindergarten and first-grade class shall have a full-time aide. For each class grades 2-5 exceeding 25 students, aide time will be allocated to assist the teacher as needed.

4.4 Teaching Load - Secondary (Middle School/High School)

(a) The weekly teaching load in grades 6 through 12 shall be not more than twenty-five (25) teaching periods except Science Laboratory (laboratories counting as a full class), which shall be twenty-eight (28), and Physical Education which shall be thirty (30). The load above may not be increased without the consent of the teacher and notice to the Association. Of the remaining ten (10) periods, a minimum of six (6) shall be preparation periods and four (4) shall be

assigned, except this shall not apply to Physical Education teachers. One of these assigned periods shall be limited to teaching-related activities such as tutorials and remediation (i.e. excluding hall, bus, cafeteria and study hall duties). No teaching-related assigned period shall exceed 5 students. The assignment must not relate to more than two different courses. Tutorials and remediation shall not take place during a teacher's planning time, e.g., preparation periods and team meetings. All teachers teaching in excess of twenty-five (25) periods shall be exempt from other assignments. Effective June 30, 2020, any teacher in the Middle School or High School who is assigned to teach more than three (3) different courses which each require a separate preparation shall have no more than three (3) "assigned periods," as defined above, per week.

(b) Teachers assigned while on duty to supervise students previously assigned to another teacher shall not be required to teach said pupils without compensation -as provided in 4.5(a).

(c) Wise Coordinators will teach a maximum of 20 periods per week and shall therefore not receive a stipend.

(d) Teachers who perform independent study shall be exempt from non-teaching duties. Independent studies shall be subject to a maximum of 5 students per teacher per year.

(e) In the event a teacher is assigned a 6th period class, the teacher will be paid at 1/5th of 184th of teacher's annual salary.

Such 6th period class will be subject to the following terms:
The assignment will be voluntary; it will apply to tenured teachers only; it will not be accepted by a teacher in consecutive years; it cannot cause a reduction in staff or work load of any teacher; it will be limited to only one 6th period assignment per subject area; there will be no more than five such assignments in the Middle School and High School; and it will be in lieu of duties.

(f) Each AP teacher shall be exempted from non-teaching duties every other year.

(g) All teachers grades 6 through 12 may be assigned, by the principal, to score all NYS non-regents tests. Building principals will provide a scoring schedule by the end of September of each school year.

(h) Duty Assignments - Teachers recognize that hall duty is an active assignment which requires the teachers assigned to actively monitor the halls by walking the hallways and corridors to check on students. Nonetheless, the District recognizes that teachers will be permitted to rest by sitting at a seat in the hallway for five (5) minutes during the assignment.

In the event there are more than thirty (30) students assigned to a study hall, students above the limit of thirty (30) will be assigned to another teacher, if the group of students in excess of thirty (30) creates a safety issue as determined by the

administration. The administrator's decision may be appealed to the Superintendent whose decision on the matter is final and binding and not subject to the grievance procedure. Hall duty and study hall duty will be assigned, from year to year, equitably among teachers. In addition, teachers will not be assigned in successive years in the same hall duty assignment but will instead rotate from year to year between hall duty and study hall duty.

(i) Effective July 1, 2018, science teachers who are assigned more than an average of twenty five (25) classes per week during the school year shall receive an annual stipend of \$1,000 for each class over twenty five (25) that he/she averages per week. For example, a science teacher averaging twenty six (26) classes per week for the entire school year shall receive an annual stipend of \$1,000; a science teacher averaging twenty seven (27) classes per week for the entire school year shall receive an annual stipend of \$2,000; and a science teacher averaging twenty eight (28) classes per week for the entire school year shall receive an annual stipend of \$3,000. The foregoing amounts shall be prorated for science teachers who are given such assignments for less than an entire school year.

Only bargaining unit members who are current employees of the District as of June 1, 2020, or retirees who retired from the District into the Teachers Retirement

System during the period from July 1, 2018 to June 30, 2020, shall be entitled to any retroactive payment based upon the above.

4.5 Added Teaching Loads

(a) In the event a teacher assumes a class of students which was previously scheduled for another teacher and the assumption of that class results in the teacher having more than twenty-five (25) teaching periods per week in the high school, the teacher shall receive \$47.00 effective July 1, 2018 and \$50 effective June 30, 2020. Elementary and Middle School teachers shall be paid whenever they assume a class previously scheduled for another teacher. This prerogative is not to be used to avoid hiring substitutes.

(b) Teachers moving between Cottle School and Tuckahoe High/Middle School in the normal course of their teaching will be afforded ten (10) minutes time for traveling between the buildings. This is in addition to the three minutes passing time allowed within the building at the end of each period of activity.

4.6 School Year

a) The scheduled teacher calendar will consist of 184 days per year including half days and snow/weather/emergency cancellation days between September 1 and June 30, at the discretion of the Board and without regard to the pupil year. In the event that there are no school days cancelled for the above reasons, a scheduled teacher day shall be given as a day off. The Superintendent shall meet with the President and

Vice President of the Association in an attempt to decide upon the day to be given. In the event that agreement cannot be reached, the recommendation of the Superintendent and the recommendation of the President and Vice President as to the appropriate date shall be submitted to the Board for its consideration and determination. The parties may meet for the above purpose at the same time they meet pursuant to 4.7(a). Once the parties reach an agreement or once the Board makes its decision as to the day to be utilized, such day shall be included in the school calendar.

In the event school is cancelled due to snow/weather/emergency reasons, the following make-up schedule shall apply:

1 cancellation =	no make up day
2 cancellation =	1 make up
3 cancellation =	1 make up
4 cancellation =	2 make up
5 cancellation =	3 make up
6 cancellation =	4 make up
etc.	

(b) Report cards shall be required for four marking periods at the Middle School and High School. Report cards shall be required for three marking periods at the Elementary School. Elementary School teachers may meet with parents on each of four half-days of instruction—two in the fall and two in the spring— for the purpose of having individual student's progress conferences. The four dates are to be mutually-agreed-upon between the teachers and the District. The conference hours will extend until 3:30 p.m. Teachers who do not complete their conferences during the two fall half days

and/or two spring half days shall schedule remaining conferences within five weeks of the conference dates. Elementary school teachers will establish a weekly parent/child conference homework assignment beginning the last week in September and ending the first week in June. The assignment will be given in weeks with at least four days of school. All information will be sent home in a folder with a cover letter that the parent will sign. Students will return the signed letter, folder and work to school the next day.

(c) The second to last day of school will be a half-day for the Elementary and Middle School students. Teachers shall remain at school for the full day. Student dismissal on the last day of school will be at 9:30 a.m. for the Elementary School, and no later than 10:00 a.m. for the Middle School and High School. Teachers may leave upon the dismissal of the students.

(d) Guidance personnel are to report one week prior to the opening of school (Monday to Thursday) and, if needed, be available from 9:00 a.m. to 3:00 p.m. Guidance personnel will receive 1/200 of the teacher's base salary for mutually-agreed-upon additional guidance days from July 1 to two weeks prior to the first day of school.

(e) New teachers will report two days prior to the opening of school (excluding Friday) to meet with all administrators guidance counselors and TTA representatives.

4.7 **School Calendar**

(a) The Superintendent of Schools shall meet with the President and Vice President of the Association in an attempt to formulate a school calendar. In the event that agreement cannot be reached as to the formulation and submission to the Board of said calendar, the recommendation of the Superintendent and the Association with respect to the calendar will be submitted simultaneously, in writing, to the Board for its consideration and decision.

(b) The Superintendent's Conference Day will be held from 9:00 a.m. to 3:00 p.m. on a date to be determined as outlined by Article 4.7(a).

(c) The day prior to Thanksgiving shall be a half day for students and teachers.

4.8 **School Day**

(a) Starting time may vary as follows:

The elementary school day shall begin no earlier than 8:00 a.m. and no later than 8:30 a.m. The high/middle school day shall begin no earlier than 7:15 a.m. and no later than 8:00 a.m.

(b) Teachers having no other prior duties shall report and be in their classroom each day at a specific time set by the Board of Education.

(c) Teacher dismissal time, except where attendance is specifically required under any other provision of the Agreement will be as follows:

Elementary Staff: Kindergarten through Grade 5

6 hours and 40 minutes after teacher starting time. Teacher day shall start 10 minutes before the student day.

Middle School: Grades 6 through 8

6 hours and 48 minutes after starting time.

High School: Grades 9 through 12

6 hours and 48 minutes after starting time.

Teacher and student day shall end at the same time. If the high school/middle school teacher day is less than 6 hours and 40 minutes, the elementary school teacher day shall be of the same duration.

Elementary special area teachers may begin their schedule with the 6th grade and the hours will total no more than 6 hours and 40 minutes after teacher starting time.

The 2 parking lots will be posted and reserved for bargaining unit members exclusively, except in emergency situations. Every effort will be made to have parking areas for teachers plowed on snow days prior to the time for reporting as stated above.

The student and teacher day, except for after school meetings, shall be co-extensive.

(d) Requirements for service beyond teacher dismissal time are:

Monday

1. All high/middle school teachers shall remain one hour each week after regular teacher dismissal time to provide help for students. This time may be provided on the equivalent basis

on another day when there is no conflict with listed contract agreements.

2. On second and fourth Mondays, all teachers shall remain in the respective buildings for one hour after teacher dismissal time; these days shall be allocated for TTA meetings. There will be no club or extra help permitted on these days.
3. All high/middle school teachers will be bound by the extra help requirement.
4. Athletic team members will be available for special help sessions except when they conflict with scheduled events. Practice sessions will begin forty (40) minutes after the close of the student day to accommodate the special help sessions.
5. Extra help sessions will begin during the first week in October and end during the first week in June.

Wednesday

6. All Middle and High School teachers must remain in their respective buildings for one hour after their regular dismissal time on the first, second, third, and fourth Wednesdays of the month for special study committees and/or Principal meetings, and shall be under the supervision of the administration.

In addition, in each month (except September and June), on the 1st or 3rd Wednesday, the Superintendent, may expand the one (1) hour to two (2) hours, for the purpose of holding a Superintendent's meeting or for staff development, by building, for the Elementary, Middle or High School. The

Superintendent shall give at least one (1) week's notice of the scheduling of the extra one (1) hour.

All Elementary Teachers must remain in their building for one hour and fifteen minutes after their regular dismissal time on the 1st and 3rd Wednesday of each month for faculty meetings. In the event a school holiday shall fall on the 1st and/or 3rd Wednesday of the month, the principal may reschedule the faculty meeting(s) for an alternate Wednesday(s) occurring in said month.

The matters to be discussed shall include, but not be limited to, the following areas: building situations, faculty problems, curriculum, discipline, school policies, scheduling, plant utilization and redesign, and other areas of mutual concern.

Teachers not involved on particular Wednesdays shall be excused by the administration.

The above Wednesday time, not extended to two hours by the Superintendent pursuant to (d)(6) may not be considered as staff development/workshop time. The above Wednesday time, extended to two hours by the Superintendent pursuant to (d)(6) may be considered as staff development/workshop time. In such circumstances, the entire meeting may be for staff development/workshops.

(e) Omitted by agreement.

(f) The above requirements for services beyond the close of classes will be suspended on days when there is a District authorized noon dismissal or on the day preceding major

vacation periods or when there exists an emergency. In this event teachers shall then be released by the building principal when, in the building principal's opinion, the health and safety of the students have been provided for.

(g) The first and last two weeks of school, meetings will not be normally called unless deemed necessary by the Principal.

(h) All meetings called by the Superintendent or Principals are considered required meetings and no teacher shall be excused unless the teacher has a prior professional commitment, in which case they shall so notify the person calling the meeting immediately, in writing, stating the nature of the commitment.

(i) Except in cases of an emergency, building principals are not to dismiss staff members prior to the release time stipulated above, nor are they to allow club activities and extra help sessions to take place during the established meeting time as stipulated above.

(j) Attendance by all teachers at Parents' Visitation Night shall be mandatory.

(k) All high school teachers are required to attend at least one grade orientation meeting for parents.

4.9 **Duty-Free Lunch**

Each teacher shall have a forty-five (45) minute duty free lunch period.

4.10 **Screening Information**

(a) As soon as possible the District shall provide to the

teachers class lists which shall indicate those students who will be receiving special education services. IEPs will be made available to teachers to the extent permissible under the law.

New entrant screening materials will be provided to teachers as soon as possible.

(b) If the District directs additional student testing during the summer, teachers shall perform such tasks on a voluntary basis and shall receive pay at the daily rate of pay.

SECTION FIVE: COMPENSATION

5.1 Salary Schedule

(a) All teachers shall be compensated on the basis of the salary schedules attached.

(b) (1) The salary schedule for 2018-2019 shall be increased by 1.35% over the 2017-2018 schedule. Only bargaining unit members who are current employees of the District as of June 1, 2020, or retirees who were employed for anytime during the 2018-2019 school year and retired from the District into the Teachers Retirement System, shall be entitled to any retroactive payment based upon the 1.35% increase set forth herein.

The salary schedule for 2019-2020 shall be increased by 1.55% over the 2018-2019 schedule. Only bargaining unit members who are current employees of the District as of June 1, 2020, or retirees who were employed

for anytime during the 2019-2020 school year and retired from the District into the Teachers Retirement System, shall be entitled to any retroactive payment based upon the 1.55% increase set forth herein.

Salary adjustments shall be effective July 1 of each year.

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

5.2 Salary Lane Requirements

(a) The following requirements shall determine the salary lane upon which a teacher's compensation is based:

LANE A - Bachelor's Degree (B.A.)

LANE B - Master's Degree (M.A.)

LANE C - Master's Degree plus thirty (30) credits
M.A. + 30)

LANE D - Master's Degree plus sixty (60) credits
(M.A. + 60)

LANE E - MA+90/Doc.

(b) Effective July 1, 2013, graduate credits will be limited to nine (9) per fiscal school year (July 1 to June 30) after the completion of the initial master's degree.

(c) Effective July 1, 2013, subsequent to a teacher earning his/her initial master's degree, teachers shall remain in a lane for a minimum of four years before being eligible to advance to a different lane.

(d) In each twelve required credits, four may be of the in-service type approved by the Superintendent.

(e) Professional staff covered by the Agreement receiving a Master's Degree after July 1, 1970 will not lose salary credit for courses taken prior to receiving the degree unless such credits were used to meet either the requirements or prerequisites for said degree.

(f) Credit received in courses offered by the Board of Education of the District shall be unlimited. A registration fee of not more than \$25.00 may be charged in order to receive such credit.

(g) Three additional credits may be acquired through courses taken at the request of the Administration directly related to on-going studies in this District.

(h) The District agrees that all in-service courses, including BEPT, which the Superintendent approves which carry credits, will be paid at the in-service rate if teachers obtain verification of completion from the offering party and complete the minimum number of hours required by the offering party.

(i) Compensation for credits shall be on the basis of official transcripts on file with the District on September 15 or March 15 of each year. Payments are to be pro-rated commencing with the end of the month in which the course was completed. Payments started in September will be paid throughout the year; payments started following the March computation will be paid in a lump sum except that Lane changes will be pro-rated throughout the remainder of the year.

Compensation for credits, other than courses offered by the Board, or BEPT, shall be accumulated and paid for in blocks of twelve (12) payable upon the completion of each twelve (12) credits.

Credits received or courses offered by the Board or BEPT shall accumulate on a one-for-one credit basis and be paid at the rate of \$97.00.

Teachers who get approval for and attend, at their own expense, a conference or workshop in line with BOE goals during non-school hours, shall receive in-service credit (one credit = 15 hours). These credits shall not be considered as part of the blocks of twelve (12).

In-service courses sponsored and offered by the Board shall not be considered as part of the blocks of twelve (12).

Compensation for blocks of twelve (12) credits shall be \$1164.00.

(j) All courses or activities for which salary credit will be claimed must be submitted to the Superintendent of Schools for approval before the start of the activity or course.

(k) Annual longevity increments shall be paid as follows:

Effective Date	At Step 16	At Step 20	At Step 25	At Step 30
7/1/18	\$2,385.00	\$2,702.00	\$2,797.00	\$2,895.00

5.3 **New Teachers**

(a) It shall be the policy of the Board of Education to give full credit for years of prior service. The Board may, nevertheless, in exceptional cases, set a starting salary entirely at its own discretion if such action is deemed

necessary to the welfare of the children.

(b) Starting salaries will be agreed to by the incoming teacher and Superintendent. The letter of appointment will state the number of years' experience, degree, and credits accepted for salary purposes. Once an acceptance is signed, there will be no further appeal.

(c) During the first three (3) weeks of school, new teachers will meet with administrators for a total of up to four (4) hours, with a follow-up meeting to be held in the nineteenth week of the school year. Said meetings shall be assigned at the discretion of the Building Principal.

5.4 Increases Beyond Step Eleven

(a) Salary increases or adjustments beyond Step 11 of the salary scale are granted by the Board of Education acting upon the recommendation of the Superintendent of Schools when there has been a high standard of teaching services. If such standards are not achieved, the Board reserves the right to withhold increments or adjustments.

Under no circumstance will 5.4 be used against a teacher arbitrarily or capriciously and shall be subject to the grievance and arbitration procedures of Section 7 of the Contract. 5.4 will only be used when a high standard of teaching has not been met. Examples include, but are not limited to, the following:

- Substantial evidence of professional misconduct not becoming of a teacher
- Substantial evidence of neglect of duty

- A combined number of 6 tardies to school and/or leaving prior to the end of the school day without supervisory approval within a school year. If a teacher is tardy due to circumstances beyond his or her control (e.g. accident, traffic, car mechanical issues), notification to the office prior to the beginning of the work day is necessary and will not count as one of the six tardies. However, if this occurs more than twice in a school year, subsequent tardies will count.
- Substantial evidence of coaching or giving students answers to State and/or Regents exams
- Substantial deviation from District-adopted curricula
- Substantial deviation from written IEP and/or 504 modifications

(b) For the purpose of the Annual Professional Performance Review (APPR) during the 2015-2016 school year and thereafter, the teacher will be evaluated pursuant to the APPR standards. The teacher's score on the 2015-2016 APPR Total Composite score of 100 will be used as a factor in determining whether the teacher has continued a high standard of teaching services for salary increases or adjustments beyond step 11 in the 2016-2017 school year and thereafter. More specifically, during the 2015-2016 school year and thereafter, a high standard of teaching will be demonstrated if a teacher earns a score of 85 or above on his/her APPR (i.e., 85 or above out of a Total Composite score of 100 on the complete APPR measures including appropriate State Tests, Local Tests, and Student Learning Objectives (SLO)). If such standards are not achieved, the Board reserves the right to withhold increments or adjustments.

If the use of the APPR is abolished or substantially modified in NYS, then Article 5.4(a) will continue in the agreement as set forth above.

5.5 **Salary Payment**

Salaries shall be paid every other Wednesday during the school year commencing with the third Wednesday in September. Teachers have the option of receiving 21 or 26 payments. The final paycheck due teachers will be paid on the last Friday of school, only when the last regular pay day and the final day of school fall in the same week.

Effective June 30, 2020, all bargaining unit members shall be required to enroll in and shall be paid their salary via direct deposit.

5.6 **Extra Pay Schedule**

- (a) All coaching/co-curricular/extra-curricular stipends on Appendix C shall be increased as follows:

Effective June 30, 2020- 1.55%. No bargaining member shall receive an increase to their stipend in the 2019-2020 school year or otherwise receive any retroactive payment based upon this increase.

- (b) 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.

5.7 **Extra Curricular Activities**

As a general policy, teachers shall supervise extra-curricular activities listed on the extra pay schedule on a voluntary basis. With the exception of clubs, the Board reserves the right to assign teachers in the event that competent supervision is not available on a voluntary basis.

5.8 **Salary Differentials**

(a) The Athletic Director shall receive a differential of \$18,282.

(b) The Guidance Counselor shall receive a differential of \$4,904.00.

(c) Guidance Counselors are to report one (1) week prior to the opening of school (Monday through Thursday) and be available from 9:00 a.m. to 3:00 p.m.

(d) Guidance Counselors and Career Education Teachers will attend one (1) Career Education Night at Tuckahoe High School.

(e) Items in Section 5.8 will be found in the Superintendent's Handbook.

(f) The Curriculum Liaison Coordinator shall receive a differential of \$5,213.00.

(g) Staff Development Coordinators will receive differential of \$1,443.00. The Head Staff Development Coordinator will receive differential of \$2,308.00.

(h) All members of the negotiating unit covered by this Agreement who receive pay differentials as provided for in this Agreement shall abide by the designated duties for the

positions they hold as detailed and contained in the Agreement and in the Superintendent's Handbook.

(i) During the last year of a teacher's services, the Board of Education may offer a sum of money, in the form of career increment, the amount of which, if any, is to be determined by the Board of Education. Granting of the career increment shall be at the sole discretion of the Board, and the granting or failure to grant such an increment shall not be subject to the grievance and arbitration provisions of the agreement.

(j) Mentors salary differential.

Mentors shall receive an annual stipend of \$1,400.

5.9 **Summer Curriculum Assignments**

(a) There shall be three categories of summer work at the pay specified:

A. Summer Curriculum Projects -\$288 per day or \$57 per hour with a minimum of three (3) hours.

B. Requested Courses - District pays the costs of the course and provides in-service credit to the Teacher.

C. District Sponsored Workshops - \$265 per day.

There will be fifteen (15) minute coffee breaks both in the morning and in the afternoon of each day of work. Coffee will be available at each school. In addition, a one (1) hour lunch period will be allowed for each full day worked. School employment hours will be from 8:30 a.m. to 3:30 p.m. or such other consecutive seven hour period at the teacher's election.

(b) Summer curriculum assignments may be completed outside the school days as defined above, with administrative approval. One half-day shall be construed as half of the working day as defined above.

(c) No teachers shall be compelled to participate in a summer workshop program and the teacher's failure to do so shall not work to the teacher's detriment.

5.10 Additional Special Assignments

Teachers may, on a voluntary basis, instruct an additional class prior to and/or after the instructional day, as outlined by Article 4.8 of the Agreement. For this service, teachers will receive an amount equivalent to 1/5th of their daily rate of pay for each session taught. The daily rate of pay is computed at 1/184th of the teacher's annual salary. The above shall not apply to single or intermittent extra assignments which are covered by 4.5(a) of this Agreement but shall apply to the long term, continuous additional assignments.

It is further understood that this voluntary assignment is based on the fact that this service is rendered above and beyond the teacher's contractual duties as provided for in the Agreement.

Special Education teachers of 12-month special class programs may, on a voluntary basis, instruct classes during the months of July and August at a daily rate of 1/200th of the teacher's annual salary.

Except for teachers in 12-month special class programs, teachers who volunteer and are approved to provide instruction to students during the summer shall be compensated at the rate of \$73 per hour, effective June 30, 2020.

5.11 Bargaining Unit Positions

Bargaining unit positions must be filled with bargaining unit members. In the event a member or members are not interested in a position or positions, then said duties may be performed on a temporary basis by an administrator, and only until such time as a bargaining unit member makes himself or herself available to assume such duties. Notwithstanding the foregoing, competitive sport coaching positions may be filled with non-bargaining unit applicants, provided there are no bargaining unit member applicants with equal or better qualifications and experience.

5.12 Tutoring Students

Teachers who volunteer to tutor students who must receive at-home instruction will receive \$62 per hour.

5.13 Bargaining unit members who are directed to attend Parents' Visitation Night/Back-to-School Night outside of the regular school day shall be paid \$75 for each such Night attended beyond the first Parents' Visitation Night/Back-to-School Night. Bargaining unit members shall not receive any compensation for the first such Parents' Visitation Night/Back-to-School Night attended.

SECTION SIX: EMPLOYEE BENEFITS

6.1 Hospital - Medical

(a) Effective July 1, 1996, the School District shall establish an internal revenue code Section 125 flexible spending plan. Payroll deduction for that purpose shall be as in the past.

Effective July 1, 2018, 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.

Effective July 1, 2019, each bargaining unit member shall contribute toward the cost of medical benefits an amount equal to 14.25% of said cost based upon the member's selection of individual, two person or family coverage.

Effective April 30, 2013, all new hires, at the time they are hired, will receive the health insurance (SWSCHP or NYSHIP) with the lesser premium.

The District will pay for all medical benefits through the Statewide Schools Cooperative Health Plan ("SWSCHP") or New York State Health Insurance Plan ("NYSHIP"), as provided above. If SWSCHP or NYSHIP ceases, upon consultation with the Teachers Association, the District shall select a new provider with equal to or better benefits and administration thereof.

Effective July 9, 2018, bargaining unit members hired on or after April 30, 2013 who are currently enrolled in the NYSHIP

health insurance plan must enroll in the SWSCHP health insurance plan by the next open enrollment period for the SWSCHP health insurance plan. Notwithstanding the foregoing, such bargaining unit members may choose to remain in the NYSHIP health insurance plan provided that, as long as they remain in the NYSHIP health insurance plan, they shall be required to pay one hundred (100%) percent of the difference in premium costs between the NYSHIP and SWSCHP health insurance plans, commencing on the date of the next open enrollment period for the SWSCHP health insurance plan following July 9, 2018.

Effective July 9, 2018, the District shall provide health insurance coverage to bargaining unit members through SWSCHP only. However, bargaining unit members who are enrolled in NYSHIP prior to July 9, 2018 shall be grandfathered and permitted to maintain such health insurance coverage under NYSHIP (at no additional cost for such bargaining unit members hired before April 30, 2013 and subject to the payment requirements set forth above for those bargaining unit members hired on or after April 30, 2013). However, should any grandfathered bargaining unit member (regardless of his/her date of hire) switch plans or un-enroll from NYSHIP for any reason after July 9, 2018, NYSHIP shall no longer be available to them as an option and they shall only be eligible to enroll in the SWSCHP health insurance plan.

(b) Any Teacher who is currently employed by the TUFSD, or one that has been excessed and returns, and can demonstrate

equal or better coverage under another health insurance policy, will be allowed to buyout at the current rates which are : \$4,807 (2-person-TO-Individual) or \$5,370 (Family-TO-Individual) or \$9,138 (2-Person-TO-No coverage) or \$9,701 (Family-TO-No Coverage) for the level of coverage relinquished and the level of coverage retained. These rates will be capped at these amounts. Should the premiums ever be less than the current rates, the buyouts will be Fifty (50%) percent of the cost of the applicable level of health insurance coverage relinquished or Fifty (50%) percent of the cost differential between the level of coverage relinquished and the level of coverage retained.

Effective April 30, 2013, new hires will be limited to a family coverage buyout of \$3,000; two-person buyout of \$2,825; or an individual coverage buyout of \$1,000 as follows: \$1,826 (2-Person-TO-Individual) or \$2,000 (Family-TO-Individual) or \$2,825 (2-Person-TO-No Coverage) or \$3,000 (Family-TO-No-Coverage) or \$1,000 (Individual-TO-No-Coverage) for the level of coverage relinquished and the level of coverage retained.

Payment will be made at the conclusion of each six (6) months. Teachers who have bought out or reduced coverage may re-enter the District's plan or increase the level of coverage on the first day of the month following their decision to return and the District shall only be obligated to pay to the teacher pro-rata for the actual time of the buyout. In the case of married bargaining unit members who

are both employed by the Tuckahoe Union Free School District, each bargaining unit member is eligible to receive individual, two-person, or family coverage, or one bargaining unit member will be allowed to buyout (family/two person/individual coverage to no coverage or family/two person coverage to individual), at the applicable rates set forth above, depending on their date of hire.

(c) A committee shall be created consisting of three representatives of the Union and three representatives of the District to review issues of health insurance and alternate health insurance plans. The committee shall make periodic reports to the Superintendent of any findings.

(d) Effective July 1, 1979, there was established a Welfare Fund to be administered by three Teacher Trustees selected by the Tuckahoe Teachers' Association.

1. The Board per capita annual contribution shall be \$1825.

Effective July 1, 2016, the Board 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.

Such contribution shall be used by the Trustees of the Welfare Fund to purchase such benefits as they, in their unilateral judgment shall decide, so long as such benefits shall be for the benefit of all bargaining unit employees.

Effective 2002-03, payments shall be made in equal semi-annual installments by July 30 and January 31 of each year.

2. The amount and form of said benefits shall be in the sole discretion of the Trustees.
3. The Employer shall contribute to the fund pro-rata for parttime employees and the Trustees shall purchase pro-rata benefits for such employees.
4. The Welfare Fund shall be held and administered under the terms and provisions of the Agreement and Declaration of Trust, and any amendment thereof.
5. A certified audit of the Welfare Fund shall be made annually and said audit shall be furnished to the Board of Education.
6. It is specifically agreed that the Board of Education assumes no obligation, financial or otherwise, arising out of the operation and/or administration of the Welfare Fund (other than to make required payments to the Fund) and the TTA and the Trustees of the fund hereby agree that they will indemnify and hold the District and the Board of Education and its members harmless from any claims, actions or proceedings brought in connection with the operation and/or administration of the fund and/or benefits provided there under. Once payments are remitted to the Welfare Fund, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Trustees of the Fund and the TTA.

7. The Pre-paid Legal Plan shall in no event be utilized in any suit or action against the Board, its members, the District, its Administration, or other District employees.
8. The Board reserves the right to require coverage by the Welfare Fund for other District employees, payment to be made for the benefit granted by the Board to said employees and the Fund agrees to accept same.
9. The District reserves the right to review the contents of the declaration of trust prior to the execution of the new Agreement by and between the parties.

6.2 Sick Leave

(a) Each probationary and tenured teacher shall receive a cumulative paid sick leave according to the following schedule:

Probationary

1. Fifteen (15) days of sick leave per year during the first year of employment.
2. Fourteen (14) days of sick leave per year during the second year of employment.
3. Thirteen (13) days of sick leave per year during the third year of employment and thereafter for the duration of the probationary period.
4. Effective June 30, 2020, probationary teachers shall receive thirteen (13) sick leave days per year during each year of their probationary period.

Tenured

1. Thirteen (13) days sick leave per year.

2. All tenured teachers with over twenty (20) years of service in the District will be entitled to one (1) sick leave of a duration of up to one (1) year or the accumulated sick days up to that point, whichever is greater, for a major illness, provided that all accumulated sick days to that point (at the time of the sick leave) are applied to the leave.

Effective June 30, 2020, bargaining unit members may utilize up to a total of ten (10) of their sick leave days per year due to illness in the immediate family. Immediate family is defined as parent, spouse, domestic partner, child or close relative living in the same household. The Superintendent of School shall also have the discretion to approve the use of such days for illness to members of a bargaining unit member's family where the family member does not fall within the definition of immediate family set forth above.

(b) There shall be an emergency sick leave "bank" with 200 days per year, which may be dispensed to members of the bargaining unit.

Application for sick leave "bank" shall be made to the Superintendent by the member involved and shall be dispensed at the discretion of the Superintendent where the following pre-conditions are met:

- i. Catastrophic, life-threatening or chronic, continuing illness of a serious nature:

ii. All personal sick leave of the member being exhausted provided the sick leave has not been utilized and exhausted in an unreasonable manner.

The decision of the Superintendent shall be reviewed by the Board upon request of the member of the unit. If the Board denies this appeal, the unit member may grieve only the question whether use of the sick bank was denied by the Board in an arbitrary or capricious manner.

(c) Sick leave shall be paid with no limit on accumulations, provided the Principal or designee is aware of the absence between 6:45 a.m. and 7:15 a.m. on the day of the absence. A doctor's certificate for such absence may be required by the Superintendent if a pattern of abuse is detected. In addition, a doctor's certificate may be required where the absence occurs on the work day before or the work day after the Christmas, Mid-winter, and Easter/Spring vacations.

(d) Teachers shall be credited with their annual and accumulated sick leave as of the first day of their employment (September 1 each year) except in the initial year of their employment, in which case credit will be received upon their reporting for service.

(e) The official closing of school shall not result in the loss of pay nor shall any deduction be made from days of sick time allowance for days when schools are closed.

(f) Days allowed for absence due to injuries suffered in the performance of duty shall be of up to eighty (80) days per five year contract term and will not be deducted from sick

leave allowance. Days allowed for absence due to injuries suffered in the performance of duty that are directly related to actions or behaviors of a student or students shall be of up to eighty (80) days per three year contract term and will not be deducted from sick leave allowance. Additional days may be allowed at the discretion of the Board of Education. Any monies received from Workers' Compensation for benefits during leave with pay will be transferred to the Board. The injury or accident in question must be verified in writing to the Superintendent of Schools by attaching written reports of attending physicians or other medical personnel.

(g) The parties agree that 6.2(a) Tenured and 6.2(b) shall be mutually exclusive, i.e., teachers who utilize the provision of either one may not subsequently apply for relief under the other.

(h) Teachers retiring at the end of the school year, who submit their resignation for this purpose on or before October 15, shall receive compensation, on a pro-rata basis, for unused sick and personal days (commencing with the 2nd pay day in February) at the rate of \$50.00 per day, to a maximum of 250 days. In the event a teacher is physically or mentally incapable of giving such notice on the date due, the Board shall extend the time to December 1.

(i) In the event a teacher covered by this contract shall die while in the employ of the District, fringe benefits shall continue to be paid to the end of the school year. The heirs are to receive the benefit of accumulated sick days on

the basis of \$50.00 per day to a maximum of 250 days.

(j) Effective June 30, 2020, in order to be eligible for health insurance in retirement, bargaining unit members must have at least eight (8) years of service as a bargaining unit member in the District at the time of retirement from the District into the Teachers Retirement System.

The District will pay 100% of the cost of individual health insurance coverage and 35% of the difference between individual and family health insurance coverage for bargaining unit members who are eligible for health insurance in retirement.

Bargaining unit members hired after June 1, 2020 who retire from the District and are eligible for health insurance in retirement shall contribute towards the cost of individual health insurance coverage at the same percentage rate as at the time of their retirement and shall contribute towards the cost of family health insurance coverage at the rate of 65% of the difference between individual and family health insurance coverage.

(k) Any teacher who has received a notice of non-renewal or a notice of termination as a result of the District's excessing of staff or due to position elimination, shall have the following two (2) options available to them relative to their sick leave accumulation:

1. The teacher may elect to receive \$30 per day for accumulated sick leave, which shall be added on to the teacher's last pay check.

2. The teacher may elect to reserve accumulated sick leave for a maximum of four (4) years. If not rehired during these four years, the teacher shall then receive remuneration for sick leave at the rate of \$30 per day in a lump sum payment.
 - (l) For illnesses commencing on or after July 1, 2017, sick leave shall run concurrently with the Family Medical Leave Act (FMLA) entitlements.
 - (m) Pregnancy related disability shall be treated the same as any other disability with the understanding that no doctor's certificate will be required until after six (6) weeks in the case of a normal delivery and until after eight (8) weeks in the case of caesarian section.

6.3 **Child Care Leave**

- (a)
 1. Child care leave shall be granted upon request for a period not to exceed two years.
 2. Upon application, the teacher may perform per diem and substitute service while on unpaid leave, providing there is a doctor's certificate. Verification may be requested by the Board with examination performed by the School Doctor at no cost.
 3. Upon return from child care leave, the teacher shall have the opportunity to return to the original assignment in the same building where the teacher taught.
 4. Teachers shall give the District 60 days written notice of the effective date of their leave and/or return. A

doctor's certificate verifying the pregnancy and/or request for return may be required by the District.

5. The above 60 day notice will be waived when a medical emergency situation exists.

6. Teachers are eligible for return to the classroom and position from such leave only at the beginning of a semester.

7. Child care leave shall be counted as service in the District for the purpose of step, longevity, and all other seniority rights, provided that the teacher has completed 92 school days in one school year.

8. Teachers shall give the Superintendent written notice 60 days or by May 1 whichever comes first, stating whether they plan to return.

9. Hospitalization coverage for maternity purposes shall be continued in the event all accumulated sick leave has been exhausted from the start of child care leave with the District continuing such coverage for a period of 30 days for hospitalization. Extension will be given for 30 day periods upon the proper verification of a physician. The District reserves the right to use its own doctor at District expense.

10. A teacher on child care leave shall have the option of continuing at the teacher's own expense District health coverage when the Board no longer provides such coverage.

(b) A teacher who legally adopts an infant may receive a leave of absence under the same conditions as above.

6.4 **Personal Leave With Pay**

(a) Each year bargaining unit members shall receive five (5) days of personal leave with full pay. Personal leave may be granted in travel related emergencies; situations of an unexpected or emergency nature; when it is necessary to fulfill religious obligations; due to illness in the immediate family; or to perform family and business obligations.

(b) For pressing personal reasons, a teacher may use three (3) of their personal leave days without explanation of reason per year. Such unexplained personal leave day may not be taken the work day before or the work day after holiday periods or vacations.

(c) In leaves described in (a) and (b) above, written request must be submitted to the Superintendent and approval received prior to the absence except in cases of emergency. Failure to comply with this provision shall result in loss of pay for one day.

(d) No personal leave shall be unreasonably denied.

(e) If personal days are not used, they shall be accumulated year to year as personal days, for which explanation is required. Effective June 30, 2020, bargaining unit members may not maintain more than ten (10) personal leave days at any time. Any personal leave days in

excess of ten (10) shall be added to the bargaining unit member's accumulated sick leave days.

6.5 Death in Family

There shall be five (5) work days leave starting with the day of death with no loss of pay. In the event of death of parents, parents of spouse, spouse, brothers, sisters, children, or other person upon the approval of the Superintendent.

6.6 Jury Duty

A teacher required to be absent on jury service shall receive the teacher's regular pay for such absence, less the payment (exclusive of expense monies) received for such services.

6.7 Extended Leave

Except in cases where a major problem in replacement can be demonstrated, the Board will give favorable consideration to requests for leaves of absence without pay to serve professional organizations or in other capacities in accordance with the public interest, provided that the application for same has been received previous to April 1. This time requirement may be waived by the Board where the need for leave arises at a later date. Teachers who do approved work directly related to education as projected in leave applications while on leave of absence, shall receive salary credit on the experience level during the period of leave of absence: otherwise teachers will return on the same step at which they left.

6.8 Medical Examination

(a) Each professional employee shall have a medical examination and X-ray or tuberculin test once in each two-year period at the employee's own expense, except that employees so requesting before October 1 in writing may have the medical examination performed by the school doctor without charge. The report shall cover all aspects on the school form and shall be submitted on that form prior to December 1 of the year in which it is due. X-ray or tuberculin reports are due at the same time and shall be submitted by a physician or agency authorized to issue such reports. If the employee elects to be examined by a personal physician, the Board will contribute a maximum of \$120.00 toward the cost of such examination when a receipt is provided. Failure to comply fully by December 1 will result in loss of sick leave privileges until such time as reports are received by the Superintendent of Schools.

(b) New teachers shall meet the requirements of 6.8(a) above in their first year of employment except that X-rays will be required.

6.9 Tax-Sheltered Annuities

Teachers may participate in any District approved tax-sheltered annuities program provided there is compliance with any applicable state or federal laws or regulations. Any cost of administering the program in the District shall be borne by the Board.

6.10 **Personal Property**

Personal property damaged or destroyed or stolen in situations resulting from a lack of care by the District and resulting from causes other than negligence on the part of the teachers shall be reported to the building principal and submissions for reimbursement shall be honored by the School District.

6.11 **Leave Replacements** shall receive full benefits.

SECTION SEVEN: GRIEVANCE PROCEDURE

7.1 **Definitions**

A Grievance is a claim by any teacher or group of teachers that there exists a violation, misinterpretation, or inequitable application of this Agreement.

Supervisory Officer shall mean any principal, assistant principal, or other administrative or supervisory personnel responsible for the area in which the alleged grievance arises with the exception of the Superintendent of Schools.

Aggrieved Party shall mean any person or group of persons in the negotiating unit filing a grievance.

Party in Interest shall mean any person or group of persons who is not the aggrieved party.

Grievance Committee is the committee created and constituted by the Association.

Matters pertaining to teacher evaluation shall not be construed as coming within the grievance procedure generally.

7.2 **Procedures**

(a) Except for informal decisions at Level 1, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions, and supporting reasons therefore. Each decision shall be promptly transmitted to the teacher and the teacher's designated agent.

(b) If a grievance affects a group of teachers in more than one building, it may be submitted directly at Level 2.

(c) All reasonable efforts shall be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.

(d) The Board of Education and the Association agree to make available any and all materials and relevant documents, communications and records concerning the alleged grievance.

(e) Except when at Level 1, the aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and to cross-examine all witnesses called, to testify and call witnesses on one's own behalf, and to be furnished with a copy of any minutes made at each and every level of the grievance procedure.

(f) All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

(g) The Superintendent of Schools shall be responsible for the accumulation and maintenance of an Official Grievance Record which shall consist of the written grievance, all

exhibits, transcripts, communication, minutes and/or notes of testimony and all written decisions at all levels.

(h) The Official Grievance Record shall be available for inspection and/or copying by the aggrieved party, the aggrieved party's representatives, administrators, and the Board, but shall not be deemed a public record.

(i) The provisions of Section 3813 of New York State Education Law shall not apply with respect to the grievance procedure contained in this Agreement.

7.3 Time Limits

(a) The time limits specified for either party may be extended only by a mutual agreement.

(b) If a decision at one level is not appealed to the next level of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal shall be barred.

(c) Failure at any level of the grievance procedure to communicate a decision to the aggrieved party and/or the aggrieved party's representatives within the specified time limit, shall permit the lodging of an appeal at the next level of the procedure within the time which would have been allotted had the decision been communicated by the final day.

7.4 Levels

Level 1 -- Supervisory Officer

(a) Within a period of fifteen (15) school days after the occurrence of a grievance, any teacher may discuss the matter informally with the teacher's Supervisory Officer in

an attempt to settle the grievance.

(b) Alternately, the aggrieved party may submit the grievance to the Grievance Committee of the Association which, if determining the grievance to be a valid one, will present it in writing to the Supervisory Officer within the time limit specified in 1(a).

(c) The Supervisory Officer shall inform the aggrieved party or the aggrieved party's designated representative of the supervisory officer's decision in writing within five (5) school days after the grievance was presented.

Level 2 -- Superintendent of Schools

(d) If the aggrieved party disagrees with the disposition of the grievance at Level 1, the aggrieved party or the aggrieved party's representatives may then, within five (5) school days after the notice of decision, file a written appeal of the decision with the Superintendent of Schools.

(e) Within five (5) school days after receipt of the appeal, the Superintendent shall hold a hearing with the aggrieved party and all other parties in interest.

(f) The Superintendent shall inform the aggrieved party and the aggrieved party's representatives of the decision in writing within five (5) school days after the meeting.

Level 3 -- Arbitration

(g) If, after such a hearing, the aggrieved party and the Association are not satisfied with the decision at Level 2,

the Association may then submit the grievance to arbitration by written notice to the Board of Education within ten (10) school days after the decision at Level 2.

(h) Within five (5) school days after such written notice of submission to arbitration, the Board and the Association will request that an impartial arbitrator from the American Arbitration Association confer with the representatives from the School Board and the Association, and hold hearings promptly. The arbitrator shall issue a decision in writing and set forth findings of fact, reasonings, and conclusions as soon as possible.

(i) It is the function of the arbitrator to interpret the Agreement, to make and issue decisions only regarding matters expressly submitted to the arbitrator within the written terms of the Agreement. The arbitrator shall not have the power to amend, modify, alter, add to, or subtract from this Agreement, or any provision, except as exclusively provided in this Agreement. The decision of the arbitrator shall be final and binding upon all parties.

(j) Nothing contained herein shall be construed as limiting rights of any employee, upon notice to the Association, to discuss any matter informally with any appropriate representative of the Board and having the problem adjusted provided the adjustment is consistent with the terms of this Agreement.

(k) All costs for the services of the arbitrator, including

expenses, if any, will be borne by the party/parties against whom a decision has been rendered.

(1) The initial filing fee of the American Arbitration Association will be paid equally by the Board and the Association.

SECTION EIGHT: PART-TIME TEACHERS

Part-Time Teacher

- 8.1 Any individual hired as a full-time study hall aide or supervisor will not be covered by the terms of the Agreement between the TTA and the Board. All terms and conditions of employment for such individual shall be unilaterally set by the Board.
- 8.2 Any individual hired as a part-time teacher shall be considered as a member of the bargaining unit and shall be covered by the Agreement.
- 8.3 Any individual hired as a part-time teacher shall be compensated under the salary schedule currently in existence, and shall be paid in proportion to the amount of time teaching in relation to the full-time teaching load. For example, the part-time teacher assigned two classes per day in the High School shall receive 2/5th of the full-time teacher salary. Elementary teachers assigned to teach one-half of the elementary instructional day shall receive one-half of the full-time elementary teacher's salary under the salary schedule

currently in existence.

- 8.4 Effective June 30, 2020, said part-time teacher as defined in 8.3 above shall be given extra assignments (normally given to full-time teachers), including, but not limited to, duty assignments, teaching-related assigned periods and extra-help time for students, in proportion to the teacher's Full Time Equivalent (FTE) position.

For example, the 2/5th teacher described above shall be assigned 2/5th of the normal extra assignments of the full-time teacher. These shall be considered required duties and no additional compensation shall be received.

- 8.5 The individual described in 8.3 and 8.4 shall receive preparation time in proportion to the actual teaching time. For example, the 2/5th teacher shall receive 2/5th of the preparation time normally given to the full-time teachers.

- 8.6 In determining the extra assignments and preparation periods for part-time teachers as defined in 8.3, the computation may result in fractional periods to be assigned or to be entitled to. In that event, those fractional periods will be rounded off on a weekly basis to the nearest full period. For example, the 2/5th teacher teaching 2 classes out of 5 per day who is required to perform 2/5th of 3 extra assignments per week would be required to give the District one extra assignment per week.

8.7 If the part-time teacher is given additional assignments beyond that described in 8.4 above, the part-time teacher shall be compensated as follows per additional assignment: \$15.93

In consideration for this additional compensation, the District shall be free to make such "additional" extra assignments. If the part-time teacher is assigned an added teaching load, the rates of Section 4.5(a) of the Agreement shall apply.

8.8 Should a part-time teacher, as defined above, be assigned by the District on a regular and continuing basis in such a manner that the teacher is required to be present for the entire full-time school day, as defined in Section 4.8 of the Agreement, said part-time teacher shall be entitled to 100% of all full-time teacher fringe benefits. All other part-time teachers shall receive fringe benefits in proportion to the amount of time teaching in relation to the full-time teaching load. See 8.3 for example. Participation in fringe benefit plans shall be governed by the terms and conditions for participation as promulgated by the insurance carriers.

SECTION NINE: Children of Non-Resident Unit Members

9.1 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.

9.2 Such non-resident students may be admitted to District schools if, and only if, in the judgment of the Superintendent of Schools:

(a) The student's educational needs can be met by existing staff;

(b) Such admission shall not require the expenditure of additional local funds or the hiring of additional staff;

(c) 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

(d) 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).

9.3 Such students will have to meet the following requirements:

(a) Undergo screening by a District educational evaluator;

(b) Demonstrate a record of satisfactory academic performance;

1. Elementary school: performing at grade level or better.

2. Middle school/high school: a cumulative grade point average of at least 80%

(c) Attend a personal entrance interview.

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

(a) Maintain a record of satisfactory academic performance:

1. Elementary school: performing at grade level or better
2. Middle school/high school: a cumulative grade point average of at least 80%

(b) Adhere to the District's Code of Conduct.

9.5 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.

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

9.7 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.

- 9.8 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.

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2018, and shall continue in effect through June 30, 2020.

TUCKAHOE TEACHERS ASSOCIATION

**BOARD OF EDUCATION
TUCKAHOE UNION FREE
SCHOOL DISTRICT**

President

President

APPENDIX A

2018 - 2019

<u>Step</u>	<u>BA</u>	<u>MA</u>	<u>MA30</u>	<u>MA60</u>	<u>MA90/DOC</u>
1	58,490.00	67,258.00	73,419.00	81,787.00	84,884.00
2	60,536.00	69,611.00	75,989.00	84,650.00	87,856.00
3	62,657.00	72,050.00	78,650.00	87,613.00	90,933.00
4	64,848.00	75,731.00	81,401.00	90,680.00	94,114.00
5	68,443.00	79,915.00	84,250.00	93,853.00	97,410.00
6	71,544.00	83,652.00	89,887.00	97,139.00	100,817.00
7	73,981.00	86,777.00	93,301.00	100,539.00	104,346.00
8	76,242.00	90,242.00	96,951.00	104,057.00	107,998.00
9	78,908.00	93,400.00	100,511.00	107,700.00	111,780.00
10	81,670.00	96,778.00	104,286.00	111,469.00	115,689.00
11	84,530.00	100,202.00	108,375.00	116,621.00	119,739.00
12	87,486.00	104,044.00	112,011.00	120,662.00	123,930.00
13	90,550.00	107,711.00	116,298.00	124,745.00	128,266.00
14		111,434.00	120,229.00	128,829.00	132,756.00
15		115,181.00	124,173.00	132,899.00	136,525.00

APPENDIX B

2019 - 2020

<u>Step</u>	<u>BA</u>	<u>MA</u>	<u>MA30</u>	<u>MA60</u>	<u>MA90/DOC</u>
1	59,397.00	68,300.00	74,557.00	83,055.00	86,200.00
2	61,474.00	70,690.00	77,167.00	85,962.00	89,218.00
3	63,628.00	73,167.00	79,869.00	88,971.00	92,342.00
4	65,853.00	76,905.00	82,663.00	92,086.00	95,573.00
5	69,504.00	81,154.00	85,556.00	95,308.00	98,920.00
6	72,653.00	84,949.00	91,280.00	98,645.00	102,380.00
7	75,128.00	88,122.00	94,747.00	102,097.00	105,963.00
8	77,424.00	91,641.00	98,454.00	105,670.00	109,672.00
9	80,131.00	94,848.00	102,069.00	109,369.00	113,513.00
10	82,936.00	98,278.00	105,902.00	113,197.00	117,482.00
11	85,840.00	101,755.00	110,055.00	118,429.00	121,595.00
12	88,842.00	105,657.00	113,747.00	122,532.00	125,851.00
13	91,954.00	109,381.00	118,101.00	126,679.00	130,254.00
14		113,161.00	122,093.00	130,826.00	134,814.00
15		116,966.00	126,098.00	134,959.00	138,641.00

APPENDIX C

EXTRA PAY SCALE (Effective July 1, 2018- June 29, 2020)

High School / Middle School

Head Football	\$8,501	
Ass't Football (Varsity)	\$6,800	(2 positions)
Ass't Football (JV or Freshman)	\$6,234	(2 positions)
Modified Football	\$6,234	(2 positions)
*Head Soccer	\$7,368	
Assistant Varsity Soccer	\$5,667	
JV Soccer	\$5,667	
Modified Soccer, Volleyball, Baseball, Softball, Basketball	\$5,101	
Varsity Cheerleading	\$3,967	
JV Cheerleading	\$3,400	
Modified Cheerleading	\$3,400	
Head Boys' Basketball	\$7,934	
Assistant Varsity Boys Basketball	\$6,234	
Head Girls' Basketball	\$7,934	
Assistant Varsity Girls Basketball	\$6,234	
JV Basketball (Boys or Girls)	\$6,800	
Freshman Basketball (Boys or Girls)	\$5,101	
Head Volleyball	\$7,934	
Assistant Varsity Volleyball	\$6,234	
JV Volleyball	\$6,800	
Wrestling	\$6,800	
*Gymnastics	\$6,800	
Bowling	\$3,967	
Swimming	\$6,800	
Head Baseball	\$7,934	
Ass't Varsity Baseball	\$6,234	
JV Baseball	\$6,800	
Varsity Softball	\$7,934	
Assistant Varsity Softball	\$6,234	
JV Softball	\$6,800	
Varsity Golf	\$4,534	
Tennis	\$3,967	
* Track Spring Track Coach/Cross Country/Winter Track	\$6,234	

High School / Middle School (continued)

Band Director	\$7,368
HS Play (with evening performance)	\$3,400
HS Play Musical/Drama Producer	\$3,967
Choreographer	\$2,834
Play Choral Director	\$2,834
Play Art Director	\$2,834
Play Orchestra	\$2,834
General Organization Treasurer HS	\$3,967
General Organization Treasurer MS	\$3,400
General Organization Advisor HS	\$2,834
General Organization Advisor MS	\$2,834
Senior Class Advisor	\$4,534
Director of Junior Carnival	\$1,701
HS Yearbook	\$8,501
MS Yearbook	\$4,534
Varsity Club	\$2,834
Tigers' Roar	\$3,400
AV Advisor	\$2,834
Intramurals	\$2,834
Coed Volleyball	\$2,834
Science Olympiad (each for separate MS and HS positions)	\$2,834
SAAD Advisor	\$1,417
All Clubs/Class Advisors	\$1,417
HS Subject Honor Society Advisor (2008-2009 school year)	3 in-service credits
District Webmaster	\$2,834
High School Webmaster	\$1,417
Middle School Webmaster	\$1,417
Senior Internship Program Coordinator	\$7,934

Elementary School

School Play: Director	\$3,400
Assistant Director	\$1,701
Drama Club	\$1,417
Art Club/Play Scenery	\$2,267
Jazz Band	\$2,834
Intramurals Fall/Spring	\$2,834
Dance Club	\$1,701
Chess Club	\$1,417
Computer Club	\$1,417
Tech/AV Liaison	\$3,967
Cottle Schedules	\$3,967
Cottle Webmaster	\$1,417

EXTRA PAY SCALE
(Effective June 30, 2020)

High School / Middle School

Head Football	\$8,633	
Ass't Football (Varsity)	\$6,905	(2 positions)
Ass't Football (JV or Freshman)	\$6,331	(2 positions)
Modified Football	\$6,331	(2 positions)
*Head Soccer	\$8,057	
Assistant Varsity Soccer	\$6,331	
JV Soccer	\$6,905	
Modified Soccer, Volleyball, Baseball, Softball, Basketball	\$5,180	
Varsity Cheerleading	\$4,028	
JV Cheerleading	\$3,453	
Modified Cheerleading	\$3,453	
Boys Modified Baseball Asst. Coach	\$5,101	
Head Boys' Basketball	\$8,057	
Assistant Varsity Boys Basketball	\$6,331	
Head Girls' Basketball	\$8,057	
Assistant Varsity Girls Basketball	\$6,331	
JV Basketball (Boys or Girls)	\$6,905	
Freshman Basketball (Boys or Girls)	\$5,180	
Head Volleyball	\$8,057	
Assistant Varsity Volleyball	\$6,331	
JV Volleyball	\$6,905	
Wrestling	\$6,905	
*Gymnastics	\$6,905	
Bowling	\$4,028	
Swimming	\$6,905	
Head Baseball	\$8,057	
Ass't Varsity Baseball	\$6,331	
JV Baseball	\$6,905	
Varsity Softball	\$8,057	
Assistant Varsity Softball	\$6,331	
JV Softball	\$6,905	
Varsity Golf	\$4,604	
Assistant Varsity Golf	\$3,900	
JV Lacrosse	\$6,905	
Tennis	\$4,028	
* Track Spring Track Coach/Cross Country/Winter Track	\$6,331	

High School / Middle School (continued)

Jazz Band	\$2,878	
Marching Band Director	\$7,482	
HS Play Director (with evening performance)	\$3,453	
HS Play Musical/Drama Producer	\$4,028	
MS Show Choir	\$1,439	
HS Show Choir	\$1,439	
Choreographer	\$2,878	
Play Choral Director	\$2,878	
Play Art Director	\$2,878	
Play Orchestra	\$2,878	
MS Select Chorus	\$1,439	
HS Select Chorus	\$1,439	
General Organization Treasurer HS	\$4,147	
General Organization Treasurer MS	\$3,453	
General Organization Advisor HS	\$4,147	
General Organization Advisor MS	\$2,878	
Senior Class Advisor	\$5,366	
Junior Class Advisor	\$2,031	
Junior Class Fund Raiser	\$2,031	
HS Yearbook	\$8,633	
MS Yearbook	\$4,604	
Varsity Club	\$2,878	
Tigers' Roar	\$3,453	
AV Advisor	\$2,878	
Intramurals	\$2,878	
Coed Volleyball	\$2,878	
MS Science Olympiad	\$2,878	(2 positions)
HS Science Olympiad	\$2,878	(2 positions)
SAAD Advisor	\$1,439	
All Clubs/Class Advisors	\$1,439	
HS Subject Honor Society Advisor (2008-2009 school year)	3 in-service credits	
District Webmaster	\$2,878	
High School Webmaster	\$1,439	
Middle School Webmaster	\$1,439	
Senior Internship Program Coordinator	\$8057	

Elementary School

School Play: Director	\$3,453
Assistant Director	\$1,727
Drama Club	\$1,439
Art Club/Play Scenery	\$2,302

Intramurals Fall/Spring	\$2,878
Dance Club	\$1,727
Chess Club	\$1,439
Computer Club	\$1,439
Tech/AV Liaison	\$4,028
Cottle Schedules	\$4,028
Cottle Webmaster	\$1,439
Cottle Diversity Club	\$1,439

APPENDIX C

EXTRA PAY SCALE (CONTINUED)

- (a) For short-term single assignments, (crowd control) compensation shall be set at \$31.00 per sixty (60) minutes or fraction thereof effective July 1, 2005. Chaperone overnight pay: \$103 per night for school approved trips, not club related.
- (b) Club activity costs shall be borne by the District provided advanced approval is secured on regular requisition forms. Teachers may, with the exception of Wednesday, start activities immediately following the last period subject to the approval of the principal.
- (c) Selection of assistant coaches shall be on the approval of the head coaches if the head coaches are available at the time a decision concerning the selection must be made.
- (d) Club meetings during a teacher's required attendance shall not be eligible for compensation. Clubs shall meet for twenty (20) hours per year.
- (e) It is the intent of both parties that the following figures be used as a guideline in determining payments of salary, as outlined in Appendix "C" of the extra pay scale. Gymnastics has approximately fifteen (15) students; Golf, twelve (12) students; Tennis, ten (10) students. It is further the intent that under Appendix "C" of the pay scale, that the new activities may begin as a club and/or intramural, for which figures are established, and that this does not restrict the District and/or the staff from other program possibilities. It is further the intent that the items that are with asterisks, as outlined in Appendix "C", proceed from club to intramural to varsity sport, and that a person may not request those activities on a first-time basis for varsity pay.
- (f) All positions and activities as outlined in Appendix "C", (excluding Band) shall be made available and posted on the teacher bulletin boards in both schools by September 1 and May 1. Letters of interest must be submitted to the Superintendent within two weeks of the applicable posting date.
- (g) The Director of Athletics is to meet with all teachers interested in assuming an athletic position as outlined in Appendix "C" of the Boards-Association Agreement on the First Friday of the school year for the purpose of outlining and describing the nature and liabilities of those positions available.
- (h) It shall be the responsibility of the AD to make sure that all necessary arrangements and proper coverage have been made for all games, practices, and sports activities.
- (i) The Director of Athletics shall assume the responsibility and make available proper coverage for all sports activities when a coach is not present at such activity.
- (j) The Athletic Director shall teach only four (4) classes and shall be relieved of all non-teaching duties. A secretary will be available. The Athletic Director shall receive release time to attend meetings and conferences. The Athletic Director shall not be assigned to teach a class seventh or eighth period.
- (k) Items in "g", "h", and "i" shall be found in the Professional Handbook.

APPENDIX D

TUCKAHOE UNION FREE SCHOOL DISTRICT

CURRICULUM LIAISON POSITION K-5 and/or 6-12

Job Description:

The Tuckahoe Curriculum Liaison functions under the direct supervision of the Superintendent. Under such supervision, he/she shall have the authority and prerogative necessary to carry out assigned duties.

Functions:

1. To provide and maintain curricular articulation among all levels of instruction grades K-5 and/or 6-12.
2. To assist teachers in developing strategies and methodology designed to maximize instructional effectiveness.
3. To keep teachers informed as to new materials, curriculum developments, and program utilization.
4. To supervise the selection and implementation of standardized testing programs, that have pertinence to the instructional programs and evaluate results.
5. To carry out such research and investigation necessary to perform his/her duties.
6. To participate in the drafting of budgetary plans for those expenditures dealing with instructional materials and equipment.
7. To serve on the Curriculum, Instruction and Assessment Committee (C.I.A.C.).

APPENDIX E

TUCKAHOE UNION FREE SCHOOL DISTRICT

Project Team Leader K-5 and/or 6-12

Job Description:

Responsibilities: Support the Building Principals in the coordination of curriculum and staff development in grades K-5 and 6-12.

To work in collaboration with the DDC to:

1. Communicate to teachers the expectations of District initiatives in ELA, Math and Science.
2. Support teachers in reviewing and selecting effective textbooks, materials, strategies, workshops, conferences, and resources that reflect New York State standards.
3. Participate in other staff development opportunities as agreed upon as necessary and appropriate to meet curriculum audit recommendations.
4. Serve on Curriculum, Instruction and Assessment Council (C.I.A.C.).

APPENDIX F

TEACHER MENTOR PROGRAM

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

All first-year teachers will be provided with a mentor for 1 year. Teachers may receive a mentor for 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 upon 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 his/her designee.

APPENDIX G

ANNUAL PROFESSIONAL PERFORMANCE REVIEW

The parties' Annual Professional Performance Review Plan is located at <http://usny.nysed.gov/rttt/teachers-leaders/plans/docs/tuckahoe-ufsd/tuckahoe-ufsd-appr-plan-111716.pdf> and is incorporated into the parties' agreement by reference.

These Procedure 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.