

MEMORANDUM OF AGREEMENT

BY AND BETWEEN The Tuxedo Union Free School District, hereinafter referred to as "the District" and the Tuxedo Teachers' Association, hereinafter referred to as "the Association", hereby agree that the collective bargaining agreement that expires on June 30, 2021 shall be extended for a period of three years (July 1, 2021 through June 30, 2024) and shall remain unchanged except as set forth below:

1. Article IV(A)(2) - **Agency Fee** – as proposed by the TTA on 3.22.21 with the following clause added at the end of paragraph 5: "regarding the discontinuation of the dues deduction. (p. 4)
2. Article V(D)(1) - Just **Cause Arbitration Alternative to 3020-a** – delete, (p. 5)
3. Article VII – **Notice of Teaching Schedule** – add a provision whereby the notice would be changed from by June 1st to the third Thursday in June in the event that the school budget is defeated in May. (p. 7)
4. Article VIII(D)(3)- **Superintendent's Conference Days** – add a provision whereby the school calendar may provide for up to two (2) Superintendent's Conference Days during the last week in August preceding the commencement of the student instruction. The TTA leadership shall be consulted before the Board acts to set or change the school calendar for the ensuing school year. (p. 10)
5. Article X(F) -**Sabbatical Leave** – delete. (p. 15)
6. Article XI(H) – **Summer Curriculum Rate and Summer School** – change 1/200th to \$47.50 effective July 1, 2021 and \$50 effective July 1, 2022 per hour for curriculum work. The TTA Acknowledges the District's right to establish a summer school program and set the initial rate for such work, subject to a subsequent duty to negotiate the terms of such employment. (p. 18)
7. Article XIII(A) – **Health Insurance** – cost containment.
 - Increase the employee's HI Premium cost share by 1% for individual and family premiums effective July 1, 2021 and an additional 1% effective July 1, 2022 for a two-year agreement and with an optional third year, at the

Board's sole option, then the Health Insurance increases shall be 1.0% y1, .5% y2 and .5% y3.

- To limit the District's obligation to reimburse for Medicare premium to prospective retirees from the bargaining unit solely for Medicare Part B premiums at the floor(standard) level for the retiree and his or her spouse, where applicable. (p. 21)

8. **Add one step** effective 7.1.21 to the salary schedule that is \$1,500 less than the current Step 1 respectively.

9. Article VIII(G)(b) -**Sixth Class** - to read as follows: "Teachers assigned to teach a sixth class shall be paid \$4,500 for a semester and \$9,000 for a full school year class.

10. Article VIII(H) - **Rate for Taking Over a Class** - add the following sentence: "If a teacher is asked to take-over a class for which he or she is certified to assume the duties of the regular classroom teacher the per period rate of pay for such coverage shall be \$50 per class..."

11. Article XVI – **Virtual High School** – delete.

12. Article XIII(B) – **Welfare Benefit Trust** – increase to \$1340 effective 7/1/21 and to \$1,400 effective 7/1/22. If the Board opts for a three-year agreement, then, the amount shall be increased to \$1450.

13. Article XII(A) – **Extra- Curricular Pay**- agree to TTA Proposal dated 3.22.21.

14. Article IX(H) – **Sick Bank**- agree to TTA Proposal dated 3.22.21.

15. Article VIII(A)(4) – **Three Evening Events** – add the following clause at the end of the provisions: ", at which they shall serve as passive chaperones".

16. **Salary Schedule Increases:** Increase the 2020-21 teachers' salary schedule by 1.75% effective July 1, 2021 and by an additional 1.75% effective July 1, 2022 and if the Board opts for a three-year agreement, 1.75 in year 3.

17. **Longevity Increases:** Increase the Longevity upon reaching 16 years of service to \$4,100 effective July 1, 2021 and establish the following non-cumulative longevities: \$4,400 upon reaching 20 years of service and \$5,000 upon reaching 25 years of service.

18. **Last Pay Period** – The parties agree that if the 26th pay date does not fall on the last day of the work year, the it shall be split equally into two pays with the

second half paid on the last day of the work year. However, if there is a split 26th pay, those unit members who opted for deferring 5 pays to the end of the school year, the balloon pay shall be issued with the split pay date immediately preceding the final pay date.

19. **Article XI (E)(2)(e)** – Add this provision as a second paragraph: “Notwithstanding the above, a coach who changes sports from one year to the next shall not be deemed to have breached continuous employment that would otherwise result in the loss of assigned step weight and such loss will not occur where the declination of service in consecutive years is the result of extenuating circumstance.”

20. *All other proposals shall be deemed withdrawn.*

SO AGREED this 23 day of August 2021, subject to ratification by the respective constituencies.

THE DISTRICT

BY: 

THE ASSOCIATION

BY: Renee Skene-McAfee

SUPPLEMENTAL MEMORANDUM OF AGREEMENT

BY AND BETWEEN THE SUPERINTENDENT OF SCHOOLS AND BOARD OF EDUCATION OF THE TUXEDO UNION FREE SCHOOL DISTRICT, hereinafter "the District; and **THE TUXEDO TEACHERS ASSOCIATION**, hereinafter "the Union";

WHEREBY, the District and the Union agree to the following terms regarding the student instructional schedule for the 2021-22 school year and a committee process regarding the student schedule for future school years:

1. [New]Article VIII(A)(6)(b) – **2021-22 School Year Student Instructional Schedule** - add as the final paragraphs the following:

"Notwithstanding any provision regarding the nine-period day as set forth above, the parties agree that the 9-period day model to be used during the 2021-22 school year may be the same as that used during the 2019-20 school years.

The parties agree to form a committee to be comprised of two representatives from administration and two appointed by the Association President to meet and discuss student instructional scheduling options for secondary grade level students and to report back to their respective negotiating teams recommendations, if any, for scheduling options for the 2022-23 school year and beyond. The report to the negotiating teams shall be in writing and may contain not only recommendations, but also models considered but not being recommended by the committee as a whole. The report shall be presented to the negotiating teams by no later than April 1, 2022. The matter of scheduling the student instructional day shall remain an open subject of bargaining following agreement upon a success collective bargaining agreement to the parties' agreement that expired on June 30, 2021."

2. Article XVII(A) – **Optional Third Year** – add after the first sentence the following:

"In the event that the parties fail to negotiate new language regarding an additional secondary students' instructional day scheduling option or options by May 15, 2022, the District may opt to disengage from the third year of the parties' three-year agreement covering the 2021-22 through 2022-23 school years, whereupon, and additional .5% employee health insurance premium share increase shall go into effect on June 30, 2022 for individual and family coverages."

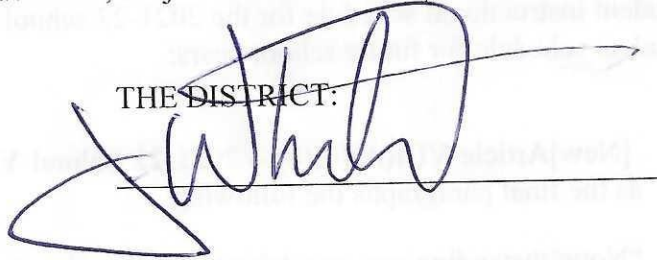
3. Article VIII(D)(3) – **Teacher Work Year** – add the following as an additional paragraph:

"In the event that the secondary student instructional schedule for the 2021-22 and future school years covered by the parties' collective bargaining agreement that commenced effective July 1, 2021 would yield fewer instructional hours than mandated by the state for the District's receipt of its full allotment of state aid, the parties agree to meet and consult regarding the addition of days and/or hours of secondary instruction to assure that the hours

requirement for full state aid funding is met. If agreement can't be reached through consultation, the District may determine when the additional day(s) and/or hours will be added to the teachers' work year.

SO AGREED, this 18th day of August 2021, subject to Board of Education approval.

THE DISTRICT:



THE UNION:

