

MEMORANDUM OF AGREEMENT dated this \_\_\_ day of October 2018 by and between the negotiating representatives of the BOARD OF EDUCATION OF THE GLEN COVE CITY SCHOOL DISTRICT (hereinafter referred to as the "BOARD") and the negotiating representatives of the GLEN COVE TEACHERS' ASSOCIATION (hereinafter referred to as the "ASSOCIATION")

1. General:

The labor contract between the parties for the period July 1, 2016 through June 30, 2017 expired on June 30, 2017. The parties herewith agree that said contract shall be modified effective as of July 1, 2017 to the extent set forth herein, as a result of their collective bargaining for a successor contract. Except for changes to the contract expressly set forth herein and changes in the language of the Agreement made necessary by the following agreement, the provisions of said Agreement shall remain unchanged. Italicized text is set forth as precise contract language to be inserted as is set forth in this Memorandum of Agreement into the parties' formal labor contract. It is understood that items of agreement not set forth in italicized text will require the drafting of contract language for insertion into the parties' more formal agreement.

2. Contingencies:

This Memorandum of Agreement is subject to formal ratification by the BOARD and the membership of the ASSOCIATION. The ratification of the ASSOCIATION shall occur within sixty (60) days of the date herein. If either party fails to ratify or fails to act by the aforesaid deadlines, this Memorandum of Agreement shall be of no further force and effect and shall be null and void. Notwithstanding the foregoing, each party's negotiating representatives shall urge their respective principals to ratify this Memorandum of Agreement.

3. Incorporation into Collective Bargaining Agreement:

This Memorandum of Agreement is subject to its incorporation into a more formal written agreement. Subsequent to the execution and ratification of this Memorandum of Agreement, it is understood that it will be necessary for the parties to agree upon formal contract language incorporating the specific understandings set forth herein, except where specific language has already been provided for herein.

4. Agreement:

A. Duration:

This agreement shall run from July 1, 2017 through June 30, 2021.

B. Wage Increases:

2017-2018

The salary schedule for the 2017/2018 school year shall be created by increasing the salary schedule for the 2016/2017 school year by one-half (.5%) percent. Regular increment shall be provided. Retroactive salary increases shall be paid within forty-five (45) days of full ratification of this agreement.

2018-2019

The salary schedule for the 2018/2019 school year shall be created by increasing the salary schedule for the 2017/2018 school year by three quarters (.75%) percent. Regular increment shall be provided. All stipends and extra-curricular activity payments set forth in the contract and/or appendices shall also increase by three quarters (.75%) percent. Retroactive salary increases shall be paid within forty-five (45) days of full ratification of this agreement.

2019-2020

The salary schedule for the 2019/2020 school year shall be created by increasing the salary schedule for the 2018/2019 school year by three quarters (.75%) percent. Regular increment shall be provided. All stipends and extra-curricular activity payments set forth in the contract and/or appendices shall also increase by three quarters (.75%) percent.

2020-2021

The salary schedule for the 2020/2021 school year shall be created by increasing the salary schedule for the 2019/2020 school year by three quarters (.75%) percent. Regular increment shall be provided. All stipends and extra-curricular activity payments set forth in the contract and/or appendices shall also increase by three quarters (.75%) percent.

C. Grievance Procedure

Article 31 of the contract shall be amended to codify the practice that only the Association has the authority to proceed to either step 2 or step 3 of the grievance process. In that regard, the term "teacher" shall be deleted from Step 2 of the grievance process.

D. Bereavement Leave

Article 14, Paragraph D.2 of the contract shall be amended to include domestic partner and grandchildren in the definition of immediate family.

E. Personal Leave

Article 14, Paragraph E.1 of the contract shall be amended to provide that personal leave may be taken in one-half (1/2) day intervals.

F. Probationary Periods

Article 2, Paragraph A.1 of the contract shall be amended to reflect probationary periods of either three (3) or four (4) years as determined by the New York State Education Law.

G. Excessed Teachers

Article 2, Paragraph 3 of the contract shall be amended by adding the following language at the end of the paragraph: "except where applicable law, rules, judicial or Commissioner of Education decisions provide otherwise."

H. Student Teachers

Amend Article 5 of the contract by changing the title "Office of Assistant to the Superintendent for Personnel" to "Office of Assistant Superintendent for Human Resources or its equivalent." (The same title change shall be made to Article 13, Paragraph F of the contract.)

I. Terminal Leave

Amend Article 32, Paragraph A.1 of the contract to reflect a February 1<sup>st</sup> notification date.

J. Job Security

Amend Article 33, Paragraphs 1 and 2 to reflect that priority provided to teachers in these paragraphs is subject to being in compliance with the law.

K. Coaches

1. Amend Article 39, Paragraph A of the contract by amending the last sentence to read as follows: "Coaching positions may be filled by a person employed in the District who is not covered by this agreement; not to include administrators."
2. Amend Article 39, Paragraph C of the contract to reflect that the right of a unit member coach to receive a TIP following an unsatisfactory evaluation is only applicable beginning in that unit member's second year as serving as a coach in that particular assignment.
3. Amend Article 39 of the contract to reflect that unit members shall be given preference over coaching openings in the District. Accordingly, in the event a unit member and non-unit member apply for a coaching position, the unit member shall be appointed to the position as long as he/she is qualified pursuant to SED "Guidelines for Coaching Requirements" for such position. In addition, all coaching positions held by a non-unit member must be reposted annually.
4. Amend the first sentence of Article 39, Paragraph C to read: "A unit member newly appointed to a coaching position after July 1, 2018, will be considered incumbent in their second year of coaching that sport, and be retained under the following conditions."

L. Janus v. AFSCME

The District and the Association agree to modify the contract to comply with the requirements of Janus v. AFSCME and the amended Taylor Law Section 208, and amended General Municipal Law Section 93B.

M. Side Agreements

The parties agree to incorporate into the CBA any side agreements that were negotiated since the 2011 through June 30, 2016 CBA was executed, and any side agreements that may have been overlooked from previous years.

<b>NEGOTIATING REPRESENTATIVES OF THE GLEN COVE CITY SCHOOL DISTRICT</b>	<b>NEGOTIATING REPRESENTATIVES OF THE GLEN COVE TEACHERS ASSOCIATION</b>
dated: 11/16/18 	dated: 
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<hr/>	Karen Ferguson
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