

**MEMORANDUM OF AGREEMENT
BETWEEN THE CROTON-HARMON UNION FREE SCHOOL DISTRICT
AND THE CROTON TEACHERS' ASSOCIATION, INC.**

It is hereby agreed by and between the bargaining team for the Croton-Harmon Union Free School District (hereinafter the "District") and the bargaining team for the Croton Teachers' Association, Inc. (hereinafter "Association") that, subject to ratification by the membership of the Association and the Board of Education, the following shall constitute the terms of the successor to the 2009-2012 Collective Bargaining Agreement between the parties.

1. Duration of Agreement: July 1, 2012 through June 30, 2015.
2. Article V: Professional Staff Evaluation:

A1(g) as follows:

"The parties are committed to completing all aspects of a new APPR required to be negotiated under Article 14 of the Civil Service Law consistent with Chapter 103 of the Laws of 2010 and the corresponding Regulations of the Commissioner of Education no later than June 30, 2012. The parties acknowledge and confirm that the terms of this Collective Bargaining Agreement are premised on having a mutually acceptable APPR compliant with all of the above authorities. Once those aspects of the new APPR that are required to be bargained are mutually agreed upon and ratified by the parties and the Board of Education has adopted the new APPR the provisions set forth in Article 5 paragraph A relating to the observation and evaluation of staff members shall cease to be operative."

3. Article VI-A9: Delete the existing language and replace with the following: "Children of unit members who are not residents of the District, and who are (1) enrolled in the District as of June 30, 2015, or (2) are the siblings of such children or (3) siblings of children of unit members who have attended as non-residents in the past, may attend the schools of the District at no cost to the unit member. Services to such children will not exceed services provided to resident students of the District. Any services covered under Part 200 of the Commissioner's Regulations shall be the sole responsibility of the unit member's district of residence only upon a determination by the CSE of such school district as to the level of services required and to place the student in a Croton program.

4. Article VI-B2: Delete the words "or at CSE meetings" in subparagraph 2(a) and (b), and add the following as a new subparagraph (c): "When a teacher in grades K through 6 is unable to use his or her unassigned preparation time on a given day as a result of required attendance at a CSE meeting, the District will make reasonable efforts, within existing staff, to provide alternate preparation time within one (1) week of the day that the teacher was unable to use his or her preparation time.

5. Article VIII(F) Benefit Trust Fund: Delete the first two sentences and replace with the following: "A Benefit Trust Fund has been established by the Association for the purpose of providing various benefits for staff. During the term of the Agreement the District will

contribute \$1,260.00 to the fund for each bargaining unit member. The District shall also contribute the same annual amount for administrators and administrative staff of the District who are added to the Fund. In addition, the District will make a one-time payment to the Benefit Trust Fund of \$1,500.00 no later than the end of July, 2012 in order to accommodate the cost of any amendments to the trust documents required for the participation of the administrators and administrative staff.”

6. Article IX(E) – Amend to provide that parent-teacher conferences will not be scheduled beyond 8:30 p.m. unless agreed otherwise by the majority of the staff in a particular building.

7. Article XVI(A): Delete the existing language and replace with the following: “The Superintendent shall determine the placement of the newly hired staff members on the salary schedule”. Also delete the first two sentences of Article XVI(E).

8. Salary Schedules: a) The 2011-12 salary schedules contained in the 2009-2012 Agreement shall remain in effect, unchanged, for the 2012-13 school year through June 30, 2013. Unit members who would be eligible for step advancement during 2012-13 shall not advance a step for that school year and shall remain at their 2011-12 school year step placement through to June 30, 2013. Those unit members who are eligible to advance a step shall move to the next step immediately following the step they occupied in 2011-12 and 2012-13 effective September 1, 2013. b) Effective September 1, 2013 the salary schedule shall be increased by 1.25%. c) Each unit member returning to service from the previous school year for 2012-13 shall be paid a one-time non-recurring off-schedule payment of \$1,500.00 (prorated by FTE for part-time unit members) payable in equal amounts across the pay periods for the 2012-13 school year. d) The parties agree to reopen negotiations with regard to any of the salary provisions of this Agreement no later than January, 2014.

9. All other terms and conditions contained in the 2009-2012 agreement between the parties shall remain unchanged in the new Collective Bargaining Agreement.

Dated: April 16, 2012

The Bargaining Team for the Croton
Teachers’ Association, Inc.

The Bargaining Team for the Croton-
Harmon School District
