

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE HASTINGS-ON-HUDSON UNION FREE SCHOOL DISTRICT  
AND THE HASTINGS TEACHERS ASSOCIATION**

It is hereby agreed between the bargaining team for the Hastings-on-Hudson Union Free School District (hereinafter the "School District") and the bargaining team for the Hastings Teachers Association (hereinafter the "Association") that, subject to ratification by both the Board of Education of the School District and membership of the Association, that the following shall constitute the terms and conditions of the Successor Agreement to the Collective Bargaining Agreement between the parties covering the period July 1, 2009 to June 30, 2012:

~~1. Article 3 amend to add the following:~~

- A. A teacher who is hired into a "leave replacement" position for period intended to be more than five (5) months will be hired under the Collective Bargaining Agreement and receive all rights and protections there under.
- B. Regular substitutes:  
Substitute teachers who serve in the same assignment for twenty (20) consecutive school days will be paid a daily rate retroactive to the first such day of such assignment using the step and column of the Teachers Salary Schedule (minimum BA1 or MA1).
  - a) Upon the first day of the month following the 20<sup>th</sup> day of such assignment, such teacher will be paid an amount equal to 50% of the net savings on individual health premiums that would be expended on their behalf starting the next month, taking into account any retirement or social security that must be paid, should such be necessary. Regular substitutes are not eligible for health insurance and all personal days. However, a regular substitute will accrue 1 paid sick day month up to 5 days.

- b) A regular substitute will be paid the hourly rate applicable for that year for extra responsibilities beyond the regular workday (i.e. Back-to-School Night, Parent/Teacher conferences).

2. Article 4 - CLASS SIZE AND TOTAL LOADS – Add the following:

Annually, the Superintendent of Schools or his designee shall meet with representatives of Special Education: Teachers, psychologist, and social workers for the purpose of discussing assignments for the coming year. However, it is understood that any recommendations which are part of these discussions shall not result in the hiring of additional staff beyond the current staff ratios.

3. Article 18 - HEALTH INSURANCE

- a) Amend Paragraph A to provide as follows: The Board of Education will pay the premiums for the Statewide Schools Comparative Health Plan (SWSCHP), or comparable plan, for all teachers who wish to participate in this plan (individual, two person or family):

Amend Paragraph B to provide for the following contribution rates:

2012-13	13% of the Premium
2013-14	14% of the Premium
2014-15	15% of the Premium

- b) Amend Paragraph B(3) to provide that the HTA will provide the Board with a statement as to its position within sixty (60) calendar days between September 1 and June 30.
- c) Amend Paragraph D to add “For employees hired after July 1, 2013, the Board of Education will pay the health premium for employees who retire into the NYSTRS at the following rate:
  - 10 - but less than 15 years of service – 65%
  - 15 - but less than 20 years of service – 75%
  - 20 or more years of service – 85%

4. Article 28 - DURATION: Three year contract effective July 1, 2012 through June30, 2015.

5. Article 37 - DUES DEDUCTION AND AGENCY SHOP

(Add) 1. Dues deduction as authorized and certified by the HTA shall be continuous unless revoked by the member of the bargaining unit. HTA members will pay their dues via payroll deduction, unless notified by an authorized statement signed by the HTA member. All payroll deduction exemption notifications must be submitted to the HTA Treasurer.

(Add) 3. Payroll deduction of HTA dues will begin on the second payroll date and continue for 10 consecutive pay periods. (Include) Any teacher beginning their assignment after the start of the school year (i.e. Leave Replacements, teacher returning from leave, or substitute teachers becoming bargaining unit members) shall have their HTA dues deducted beginning with their second pay period.

(Add) 4. HTA member contributions for VOTE-COPE will be collected biannually – January and June – via payroll deduction, unless notified by an authorized statement signed by the HTA member. VOTE-COPE contributions will appear as a separate line item for payroll processing purposes.

6. Amend Exhibit B-1 as follows:

- a. Department Chairs: provide for 0.2 Release Time
- b. Athletic Director – Delete
- c. K-12 Special Education Chair Person - \$5165 stipend plus 0.2 release time.

7. Salary Schedule

- a. 2012-13 – no increase in the prior year salary schedule with increment movement to take place effective the beginning of the school year. For those teachers on step 15 in 2012-2013, they will go to step 17 for the 2013-2014 school year.
- b. 2013-14 – 1% increase applied to the prior year salary schedule effective September 1, 2013 with increment movement for eligible unit members to take place February 1, 2014. Elongation of the salary schedule as attached.
- c. 2014-15 – 1% increase applied to the prior year salary schedule effective September 1, 2014 with increment movement for eligible unit members to take place February 1, 2015. Elongation of the schedule as attached.

8. Article 8 – Teacher Evaluation:

The APPR Plan which the parties have agreed to implement effective with the 2012-13 school year for unit member covered by Education Law Section 3012-c is attached hereto as Appendix 1.

**(replace) 8. TEACHER EVALUATION**

The Board, the Administration and the teachers all recognize the great importance to students, present and future, to the teaching profession, to the Hastings schools and teaching staff and to the community, of proper evaluation and training of, and, ultimately the granting of tenure to, probationary teachers and the proper evaluation of tenured teachers. The overall goal must be to grant tenure only to teachers who are highly qualified to be members of the teaching profession and to ensure that tenured teachers continue to perform at high levels. Every effort must be made, however, to assure that teachers get a fair opportunity to demonstrate their abilities and to correct any deficiencies.

With these objectives in mind, the school will adopt a teacher evaluation policy (see Appendix 1), which will provide the following minimum:

- A. If at any time during the probationary period, up until and including the recommendation for tenure, the Superintendent is requested by a teacher on probationary status to provide reasons for a negative recommendation regarding employment for the next employment period, the teacher may request the formation of an impartial advisory panel to review said reasons and to make a supplementary report to the Superintendent with independent recommendations. This procedure shall also apply in case the Superintendent recommends continued employment and the Board rejects that recommendation.

The panel shall be composed of three members; one to be selected by the Hastings Teachers Association, one by the Superintendent or designee, and a third to be selected by the other two. If those two fail to agree, a request shall be made to the AAA for appointment of the third member from the expedited panel. Whenever possible, such review shall be completed within fifteen (15) working days from the time of the first meeting of the panel. All findings of the panel shall be placed in the teachers personnel file with the opportunity provided for rebuttal as in the case of the Superintendents recommendation.

The panel's recommendation to the Superintendent and the Board shall be advisory in nature. In any event, the decision of the Board shall be final.

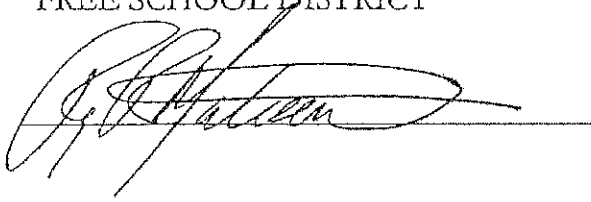
- B. The district, after consultation with the teachers, will adopt a teacher evaluation policy (see Appendix 1) which will provide the following minimum:

1. Immediately upon assuming duties in the school district and before any formal observations are conducted, first year probationary teachers shall meet with Administrators to be oriented as to the nature of their professional duties and the major features of the evaluation process. The Superintendent shall make at least one observation of probationary teachers during the first or second year.
2. Each probationary teacher shall be observed by a member of the Administrative staff at the level of Assistant Principal or above, at least three (3) times each year, and at least one of these observations shall be for substantially a full class period (normal 40 minutes).
  1. If the Superintendent decides not to recommend tenure for a probationary teacher and prior to the end of the probationary period of the teachers service, no indication has been given to him or her that his services are less than satisfactory, the Superintendent, or in his absence, the Acting Superintendent, before submitting his list of tenure recommendations to the Board that year, shall personally observe such teacher at work in the classroom for at least substantially one full class period.
  2. A probationary teacher denied tenure shall be given the reasons therefore by the Superintendent (teacher will be offered the ability to have an Association representative at said meeting). Such teacher, upon request, shall be permitted to appear before the Board with an Association representative for the purpose of obtaining a Board review of the issue. This review will be in a closed session of the Board. The teacher will receive an answer from the Board within two weeks of the above-mentioned review.
  3. If a probationary teacher is not to be recommended for tenure by the Superintendent, such teacher must be notified thereof by March 1. Each person who is not to be recommended for appointment on tenure shall be so notified by the Superintendent of Schools in accordance with existing statutes.

The Board expresses its very strong desire that any teacher evaluation policy, including the foregoing minimum, be fully and actively followed in spirit and in letter, and pledges to do its best to assure the implementation of that policy. However, notwithstanding the foregoing provisions above, given the Board's overriding responsibility and the concern for the education of our children over the decades following the granting of tenure to a teacher, the Board shall have the right to deny tenure to any teacher when, in its sole judgment, such denial is in the best interests of the education of the children.

Dated: September 14, 2012

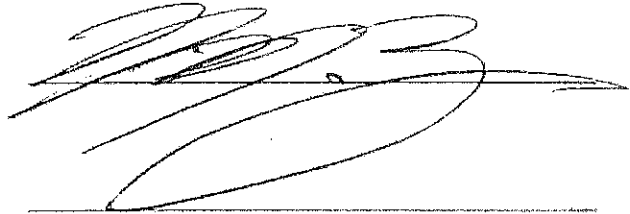
HASTINGS-ON-HUDSON UNION  
FREE SCHOOL DISTRICT



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HASTINGS TEACHERS  
ASSOCIATION



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