



## MEMORANDUM OF UNDERSTANDING

This memorandum sets forth the agreements reached by the duly-designated bargaining agents of the New Rochelle Federation of United School Employees ("FUSE") and the City School District of the City of New Rochelle ("School District") in collective bargaining for a successor to the 2015-2018 collective bargaining agreement (referred to herein as "the Old Agreement") between the duly-authorized negotiating representatives of the parties, subject in all respects to ratification by the general membership of the FUSE and the Board of Education of the School District.

### **1. Continuation of Old Agreement**

Except as specifically set forth herein or as may be required for the consistency of dates and other non-substantive matter, all terms and conditions of the Old Agreement shall be continued for the duration of the successor agreement.

### **2. Duration of Agreement**

One year, from July 1, 2018 through June 30, 2019. Change dates to conform throughout Agreement.

### **3. Employee Compensation**

**a. Salary Schedules.** Base salaries for all positions in the FUSE bargaining unit will increase by 1.35% effective July 1, 2018, with regular step and service increment movement. Stipend and non-salary hourly compensation (extra- and co-curricular activities, coaching salaries, etc.) will not be increased except as specifically provided herein.

#### ***b. Coaching Compensation.***

(i) Effective July 1, 2018, change the classification of "Sports Categories" (Article 4.09 of the Old Agreement) to read as follows:

| <u>SPORTS CATEGORIES</u> |                                     |                      |
|--------------------------|-------------------------------------|----------------------|
| <i>A</i>                 | <i>B</i>                            | <i>C</i>             |
| <i>BASKETBALL – B/G</i>  | <i>CROSS COUNTRY – B/G</i>          | <i>GOLF</i>          |
| <i>FOOTBALL</i>          | <i>ICE HOCKEY</i>                   | <i>TENNIS – B/G</i>  |
| <i>BASEBALL</i>          | <i>SWIMMING</i>                     | <i>BOWLING – B/G</i> |
| <i>LACROSSE</i>          | <i>TRACK – Winter, Spring – B/G</i> | <i>RUGBY</i>         |
| <i>SOCCER – B/G</i>      |                                     |                      |
| <i>SOFTBALL</i>          |                                     |                      |
| <i>CHEERLEADING</i>      |                                     |                      |
| <i>VOLLEYBALL</i>        |                                     |                      |
| <i>WRESTLING</i>         |                                     |                      |

(ii) Effective July 1, 2019 and thereafter, coaching salaries will increase by the across-the-board salary percentage increase which has been negotiated for the year in question (i.e., coaching increases will no longer “trail” base salary increases by a year).

**c. CAMPEL Teachers.** Replace Article 2.01:07(D) of the Old Agreement with the following:

1. *Wherever possible and practicable, elementary school C.A.M.P.E.L. staff (including elementary school teachers of foreign languages) shall be assigned to no more than seven (7) teaching periods per day. Every reasonable effort will be made to accomplish this scheduling.*

2. *When a C.A.M.P.E.L. teacher’s regular assignment includes an eighth period, then, at the end of the school year, the teacher shall be compensated for any additional periods at the rate of \$50.00 per period. This shall be computed by establishing a base annual work load of (seven periods) x (the number of teaching days in the year) and then computing the number of periods in excess of the base annual work load as actually taught by the teacher(s) in question.*

3. *C.A.M.P.E.L. teaching periods shall be set, at the discretion of each building administration, at between 30 and 45 minutes in length; provided, however, that one daily period for each CAMPEL teacher may be as long as 50 minutes in order to make provision for “regular” classroom teachers to participate in Professional Learning Community activities. In the absence of compelling reasons to the contrary, there shall be five minutes of “passing time” between consecutive C.A.M.P.E.L. periods so that C.A.M.P.E.L. teachers may set up and take down learning equipment and materials. Preparatory periods for C.A.M.P.E.L. teachers shall not be scheduled to end later than 3:15 p.m.*

4. *C.A.M.P.E.L. preparation periods shall be a single uninterrupted block of time equal to a teaching period.*

**d. SRP Event Pay.** Effective July 1, 2018, change Article 5.03:05 of the Old Agreement to provide as follows:

*Payment to General School Aides for evening and weekend events shall be as follows:*

|                           |  |
|---------------------------|--|
| <i>\$72.00 per event</i>  | <i>(Monday-Thursday, Friday starting prior to 7:00 p.m.)</i>     |
| <i>\$102.00 per event</i> | <i>(Friday starting on or after 7:00 p.m.; Saturday; Sunday)</i> |
| <i>\$132.00 per event</i> | <i>(Double event)</i>  |

*The assignment of General School Aides to supervise students under this paragraph shall be done on an equitable and rotating basis from a list maintained by the District.*

**4. Reimbursement for Loss or Damage to Employee Property**

Add the following as a new Article 1.06:07 (subject to “sunset” provision below):

*The District will reimburse employees for loss of or damage to personal property which is customarily worn or brought to work, when such damage is the result of unavoidable physical contact with a student or students (i.e. assault by a student, or the need to restrain a student to prevent harm to person or property) on District premises and/or at District events, as follows:*

a. *The employee has suffered such loss without fault or negligence on his or her part;*

b. *Reimbursement will be limited to the lesser of (i) the amount by which the damage exceeds insurance coverage when the loss is covered by the employee’s personal insurance policy, or (ii) \$400.00 per occurrence;*

c. *There will be no reimbursement for damage to automobiles, or for loss of or damage to personal property left unattended by the employee.*

In order to permit the District to review the impact of this provision on District expense, this provision shall “sunset” for all purposes, including “Triborough,” effective on June 30, 2019.

**5. New Rochelle High School “Zero” Period**

Add the following as a new Article 2.01:02(C):

*NRHS teachers who agree to teach classes during the “Zero” period (i.e. a class scheduled earlier than the regular start of the instructional day) will not be assigned instructional, supervisory or other duty responsibilities during the final period of the day; provided, however, that such teachers will continue to meet their responsibilities with respect to extra help, meetings and other after-school activities on the same basis as other NRHS teachers.*

**6. Union Officer Time**

Delete sub-sections (B) and (E) of Article 1.05 of the Old Agreement; change sub-section (A) to read as follows:

*The District and FUSE recognize their responsibilities in maintaining these Agreements. Accordingly, the President of the FUSE, the FUSE Negotiating Chairperson, and the FUSE Grievance Chairperson shall divide eight (8) teaching periods per day for the exclusive use of FUSE business and shall not be scheduled for regular teaching assignments during those periods. The distribution of the aforementioned eight (8) periods shall be determined by the FUSE, shall be communicated to the District by April 1<sup>st</sup> of the year immediately preceding, and shall remain in effect for the entire school year.*

7. **Leaves of Absence; Sick Days**

In Article 1.08:01, change “illness” to “medical issues” and add language to the effect that “medical issues” means personal (or family, within the permissible number of family sick leave days) medical appointments for continuing treatment or medical evaluation which cannot be scheduled out of working hours, on weekends or during school recess periods. In order to permit the District to review the impact of this change on sick leave usage, this provision shall “sunset” for all purposes, including “Triborough,” effective on June 30, 2019.

8. **Welfare Fund**

Delete second (final) paragraph of Article 1.04:02 of the Old Agreement and replace with the following:

*The District’s per capita contribution to the Welfare Fund in the 2018-2019 school year shall be \$1,551.57.*

9. **Professional Development Half-Days**

Add a new Article 1.07:01(F) of the Old Agreement:

*When a school day which has been scheduled as a half-day for professional development activities falls on a day which would otherwise have been an afternoon meeting day, the work day shall end at 4:00 p.m.*

10. **“Open House Night” – Secondary Schools**

Change Article 2.01:19(D) to read as follows:

*Up to two (2) evenings per year shall be set aside for “Open House Night” in the secondary schools; provided that teachers shall be required to attend no more than one “Open House Night” evening. Dates and programs for such evenings shall be determined by the individual schools.*

11. **Teacher Supervision – New Rochelle High School**

Notwithstanding any powers or limitations to the contrary in the Old Agreement, teachers at New Rochelle High School will provide supervision during the 2018-2019 school year in accordance with the agreed procedural and substantive terms set forth in Appendix A to this Memorandum of Understanding. The provisions of Appendix A shall “sunset” for all purposes, including “Triborough,” effective on June 30, 2019

12. **Addendum and Copies of Agreement**

The Old Agreement will continue in effect as the official printed Agreement between the parties with respect to all matters other than as set forth herein. A copy of this

Memorandum of Agreement and salary schedules for 2018-2019 will be provided and will be posted to the FUSE website in optically-scanned .pdf format.

**13. Other Items.**

To the extent that this Memorandum of Understanding may be incomplete or ambiguous, or that further action be required in order to create a complete and authoritative collective bargaining agreement, the parties will work together in good faith for clarification and/or completion.

**14. Ratification.**

The provisions of this Memorandum are in all respects subject to ratification by the membership of the FUSE and by the Board of Education of the School District, and will not become effective until so ratified. The negotiating teams for the FUSE and the School District will in good faith affirmatively recommend such ratification.

Dated: New Rochelle, New York  
June 8, 2018

**NEW ROCHELLE FEDERATION  
OF UNITED SCHOOL EMPLOYEES**



\_\_\_\_\_  
**Michael Chwick**  
Chief Negotiator

**CITY SCHOOL DISTRICT OF  
THE CITY OF NEW ROCHELLE**



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**Jeffrey A. Kehl**  
Chief Negotiator

## APPENDIX A

### SUPERVISORY DUTY ASSIGNMENTS

#### **A. Number, Purpose And Nature of Assignments**

1. Each teacher at New Rochelle High School (defined as classroom teachers and other certified pedagogical personnel) will be responsible for one supervisory duty period per six-day cycle, commencing in September, 2018. This duty period will be either study hall supervision or hall duty, as described below. This provision shall sunset for all purposes, including "Triborough," effective June 30, 2019.

2. The purposes of the supervisory duty periods are (a) to reduce (together with elective course offerings) the number of students in hallways and common areas during their "free" periods (with particular emphasis on 9<sup>th</sup> and 10<sup>th</sup> grade students) by providing them with a supervised environment in which they can do homework and pursue other constructive activities; and (b) to create a building culture of respect in which an increased professional adult presence models appropriate behaviors in hallways and common areas.

#### **B. Study Halls**

1. Study halls will be created for 9<sup>th</sup> and 10<sup>th</sup> grade students as locations in which they may do homework, read, or use electronic devices quietly through headphones.

2. No more than 15 students will be assigned to any study hall.

3. Teachers will be expected to take attendance and, within reason, to assist students who have questions about assignments or homework. Taking attendance does not include making attendance referrals, which, with respect to study hall, will be dealt with by the main office. Teachers shall also not be responsible for completing any report card comments related to study hall.

4. To the extent possible, classroom teachers who are responsible for study halls will have the study halls located in their own classrooms.

5. The Supervision Scheduling Committee (see Section F below) will consider the feasibility of assigning students to study halls based on affinity of interest (such as sports or extracurricular activities) or subject matter.

**C. Hall Duty**

1 Teachers will be assigned to hall duty at locations in the building which will benefit from an enhanced adult presence.

2. Teachers assigned to hall duty will be equipped with two-way radios which will enable them to communicate with the main office in the building and with security aide posts.

**D. Passing Time**

It is understood that teachers assigned to hall duty (and teachers assigned to study hall other than in their own classrooms) will have to travel to and from their duty assignments, and that this travel time is part of the supervisory period. It is also understood that in such cases, there may be minor delays if the supervisory assignment follows a teaching period and a student or student in the class has a question or issue meriting an immediate response.

**E. Responsibility for Maintaining Order**

1. Teachers assigned to study hall are expected to maintain order among their study hall students in essentially the same way they maintain order in their teaching classes. Incidents of disruptive or non-compliant behavior should be reported to the main office, and security and/or the appropriate House Principal should be called for immediate response in the case of conduct which the teacher believes to require immediate intervention beyond his/her own capabilities.

2. Teachers assigned to hall duty are not intended to take over the responsibility of security aides to intervene with students who present disciplinary problems in the halls. The expectations from teachers assigned to hall duty are: (a) to provide an enhanced adult presence; (b) to provide positive reinforcement for good conduct where appropriate; (c) to provide guidance to assist students in minimizing negative behaviors (such as walking quietly, being civil to others, removing hats and hoods, etc.); and (d) to report problems to the security, the appropriate House Principal, or the main office for further action if needed. Teachers are not expected to intervene physically in student situations, or to attempt to compel compliance from a student who has exhibited continued non-compliance after an initial request from the teacher.

3. At the beginning of the school year, orientation will be conducted for teachers assigned to hallway duty to review the foregoing expectations; to discuss strategies for de-escalating (or avoiding escalation of) situations which may arise; to review the use of communications equipment; and to review the procedures for getting help when needed.

4. The main office will, in coordination with the Supervision Scheduling Committee, develop a centralized system for the efficient reporting of disciplinary concerns to the main office, it being understood (a) that the exact parameters of the reporting system may depend upon

the availability of appropriate technology, and (b) that the form of reports may vary depending on the nature of the issue and the location of the teacher. Until the new system is in place, the current referral system shall remain in effect.

5. The centralized system will include provision for prompt feedback to teachers on all disciplinary reports and referrals made by them.

6. In the absence of extenuating circumstances, such feedback should be given no later than three school days after submission of the report.

**F. The Supervision Scheduling Committee**

1. A Supervision Scheduling Committee shall be established to assist the Principal and the Assistant Principal in the implementation of the forgoing agreements. Membership on the Committee shall consist of 4 teachers selected by the FUSE, the Principal and/or Assistant Principal, and 1 or more House Principals. The Superintendent of Schools will attend in an *ex officio* capacity.

2. The Committee shall meet no fewer than 3 times per semester, at approximately equal intervals.

3. The Committee shall have the following responsibilities:

(a) The matters discussed in Sections B(3) and E(4) above, and also the following:

(b) Addressing and resolving any issues presented by individual teachers with respect to supervisory assignments; provided, however, that no teacher shall be excused from responsibility for supervisory assignments absent compelling circumstances;

(c) Making suggestions for the improvement of initial and continuing orientation for teachers, including but not limited to communication as to what is expected of them;

(d) Making suggestions for the improvement of reporting and feedback to teachers; and

(e) At least one month before the ends of the first and second semesters, making recommendations as to the effectiveness of the supervisory system described herein, with such recommendations for changes or improvements as the Committee may deem advisable.