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MEMORANDUM of AGREEMENT
Between the Syosset Teachers Association and the
Board of Education of the Syosset Central School District
2/8/22

8th

MEMORANDUM OF AGREEMENT dated this ___ day of February, 2022, by and between the negotiating representatives of the BOARD OF EDUCATION OF THE SYOSSET CENTRAL SCHOOL DISTRICT (hereinafter referred to as the "Board") and the negotiating representatives of the SYOSSET TEACHERS' ASSOCIATION (hereinafter referred to as the "Association" or "the STA").

A. GENERAL:

1. The agreement between the parties for the period July 1, 2020 through June 30, 2021, embodied in a Memorandum of Agreement dated October 23, 2020 and subsequently ratified by both parties, expired on June 30, 2021 (referred to as the "October 23, 2020 Memorandum of Agreement"). This October 23, 2020 Memorandum of Agreement provided, "Upon ratification of this Memorandum of Agreement, the parties' more formal agreement shall be deemed modified throughout to reflect the revised term of the Agreement. It is understood and agreed by the parties that a new formal labor agreement will not be necessary; the terms of this Memorandum of Agreement together with the expired formal labor agreement shall constitute the parties' entire labor agreement." The foregoing provided for an extension of the contract term of the parties' July 1, 2017 to June 30, 2020 labor contract by one year, through and including until June 30th, 2021. The resulting July 1, 2017 to June 30, 2021 amended labor contract is hereinafter referred to as the "amended July 1, 2017 labor contract."
2. The parties herewith agree that the parties' amended July 1, 2017 labor contract shall be modified effective as of July 1, 2021 to the extent set forth in said October 23, 2020 Memorandum of Agreement, and as set forth in this Memorandum of Agreement, as a result of their collective bargaining for a successor contract. (The parties' successor contract shall include those provisions of the October 23, 2020 Memorandum of Agreement set forth in section C(2)(d) and D(1)(a-e) thereof.)
3. Except for changes to the amended July 1, 2017 collective bargaining agreement set forth in this Memorandum of Agreement and changes in the language of that collective bargaining agreement made

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necessary to accommodate changes required by the terms of this Memorandum of Agreement, the provisions of the resulting amended July 1, 2017 to June 30, 2020 collective bargaining agreement shall remain unchanged.

- a. Italicized text set forth as precise contract language in this Memorandum of Agreement shall be inserted into the parties' successor labor contract.
- b. It is understood that items of agreement not set forth in italicized text will require the drafting of contract language.
- c. The parties acknowledge that, subject to their agreement, contract language accommodating the insertion of the italicized text expressly set forth herein shall be necessary
- d. The remaining provisions of the amended July 1, 2017 labor contract collective bargaining agreement as amended by the October 23, 2020 Memorandum of Agreement shall remain unchanged.

B. CONTINGENCY:

This Memorandum of Agreement is subject to formal ratification by the Board of Education and the membership of the Association. The aforesaid ratification votes shall occur within thirty (30) days of the date of execution of this Memorandum of Agreement. If either party fails to ratify this Memorandum of Agreement or fails to act within the aforesaid thirty (30) day period, 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.

C. AGREEMENT:

1. DURATION

The parties' labor contract shall be modified to provide for a contract term effective July 1, 2021 through and including June 30, 2025. Upon ratification of this Memorandum of Agreement, the parties' more formal agreement shall be deemed modified throughout to reflect the revised term of the Agreement

2. COMPENSATION

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A. Effective July 1, 2021 the salary schedule will be increased as follows:

1. Effective July 1, 2021 the salary schedule shall be increased by 1.5%.
2. Effective July 1, 2022 the salary schedule shall be increased by 1.5%.
3. Effective July 1, 2023 the salary schedule shall be increased by 1.5%.
4. Effective July 1, 2024 the salary schedule shall be increased by 1.5%.

B. The salary schedule shall be modified by:

1. Adding a new step 27 calculated by increasing all Step 26 values by 2%, effective July 1, 2021.
2. Adding 3 half-steps, for convenience provisionally designated as steps 9H, 14H, and 20H, applicable only to unit members whose first day of service as a probationary teacher under this contract will be on or after July 1, 2022. Each half-step shall be calculated as the midpoint of the steps above and below. A copy of the resulting salary schedule for each year of this agreement is attached hereto as appendices.

C. Ancillary Rates: Ancillary rates will be increased by the wage increases set forth in Section A, above.

D. New Article addressing Supervision and Ancillary Compensation: Section III, Conditions of Employment, Article 1(G), Field Trips and Extracurricular Activity Supervision, shall be deleted and replaced with and a new title "*Supervision and Ancillary Compensation: Section III, Conditions of Employment, Article 1(G)*".

The following text shall be added to the contract as new Article 1(G)(1):

CHAPERONING COMPENSATION:

The compensation for chaperoning activities shall be as follows:

a. *Supervision*

Supervision rates for monitoring concerts, athletic events, after school computer labs, after school hall duty, school plays, dance recitals, and similar activities in the 2021-2022 school year shall be calculated based upon an hourly rate of \$32.15 per hour, unless a

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different rate is hereinafter indicated in subparagraph b. For subsequent years of this contract this hourly rate shall be increased by the percentages set forth in paragraph A, above.

b. Field Trips

Teachers who accompany students on overnight field trips will do so on a voluntary basis. They will have the right to recommend exclusion from the trip for those students whose presence they feel would be detrimental to the health and safety of all involved.

- 1. Teachers who accompany students on an overnight field trip on a day when school is in session will be compensated at the overnight rate of \$200.*
- 2. Teachers who accompany students on an overnight field trip on a day when school is not in session shall be compensated at the overnight rate of \$250 and the hourly supervision rate up to a maximum of seven hours.*
- 3. Teachers assigned to the supervision of field trips, extracurricular activities, or other events on days when school is in session (except those who serve without pay as noted in Article 2, Secondary Weekly Work Assignments) shall be compensated at the above indicated supervision rate up to a maximum of five hours.*
- 4. Teachers assigned to the supervision of field trips, extracurricular activities, or other events on days when school is not in session (except those who serve without pay as noted in Article 2, Secondary Weekly Work Assignments) shall be compensated at the above indicated supervision rate up to a maximum of ten hours.*

Retroactive compensation for chaperoning activities falling within the above categories that were completed during the period of July 1, 2021 to the date of the parties ratification of this memorandum of agreement shall be limited to the increase in the hourly rate of \$32.15 per hour. Thereafter, compensation for chaperoning activities set forth in above paragraph b shall become effective on the day next following both parties' ratification of this memorandum of agreement.

INSTRUCTIONAL SUPERVISION OF STUDENTS RATE

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The contract shall be amended by adding a new Paragraph N to Section III, Article 1 providing for the establishment of an Instructional Supervision of Students rate:

The hourly rate for Instructional Supervision for Specific-Content Area Certified Staff will be \$48.70 effective July 1, 2021. This rate shall apply to: Instructional Supervision of the Computer Lab, Hackathon Events, Art Show and Science Fair Set-up and Removal, unless otherwise compensated by stipend.

Retroactive compensation for Drivers Ed and Extended Library Services that were completed during the period of July 1, 2021 to the date of the parties ratification of this memorandum of agreement shall be compensated by the increased hourly rate of \$48.70 per hour. Compensation at the rate of \$48.70 per hour for the other activities set forth above shall become effective on the day next following both parties' ratification of this memorandum of agreement. For subsequent years of this contract the hourly rate shall be increased by the percentages set forth in paragraph A, above.

ANCILLARY API (Additional Pay Item) RATE FOR STA MEMBERS TO ATTEND DISTRICT-REQUESTED MEETINGS AND PRESENTATIONS

The contract shall be amended by adding a new Article 1(G)(3) providing for the establishment of Ancillary API Rate for STA members to attend district-requested meetings and presentations. This establishes compensation at a new hourly rate for STA members who attend district-requested meetings and presentations that occur after teacher working hours. The Ancillary API rate for the 2021-22 school year is \$40.17. This rate will apply to district-requested meetings, presentations and activities which may include professional development meetings, Board of Education meetings, participation in district committees including interview committees, summer meetings and workshops, and grade-level orientation meetings. This rate of compensation shall become effective on the day next following both parties' ratification of this memorandum of agreement. For subsequent years of this contract, the hourly rate shall be increased by the percentages set forth in paragraph A, above.

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Effective following both parties' ratification of this memorandum of agreement, THE CONTRACT SHALL BE AMENDED BY ADDING A NEW UNNUMBERED PARAGRAPH TO Section IV, Article 8:

Elementary classroom teachers who miss their preparation period due to a lack of substitutes or the absence of a special area teacher will be compensated at the secondary coverage rate (prorated for partial hours), based on secondary period coverage rate.

SECTION III, ARTICLE 3(K) IS AMENDED AS FOLLOWS:

Stipend for National Certification - Increase stipend for National Certification from \$1,000 to \$1,300 effective July 1, 2021.

- E. Club advisors' compensation for "extended seasons" - Club advisors will be compensated for "extended seasons" using the same methodology as extended athletic seasons. "Extended seasons" shall be defined for competition clubs as dates of participation in regional, state, or national "post-season" competitions where entry is conditioned on placement through a qualifying event or cumulative season record.

3. HEALTH INSURANCE:

Effective July 1, 2024, all employees retiring after July 1, 2024 will contribute 11% of premium costs, for life.

4. LEAVES OF ABSENCE

- A. Long Term Leaves of Absence: Teachers on long-term leave must give 30 days' notice prior to returning and teachers on long term leave of absence may not return after June 1 until the following September.
- B. Personal Leave (Temporary Leaves of Absence): The following amendments are effective July 1, 2022. If the average utilization of personal leave during the last 3 years of the contract is more than 10% above the average of the last 3 pre-pandemic years (2016-2017, 2017-2018, and 2018-2019), these amendments will expire on June 30, 2025. The parties will meet within 60 days of the ratification of the Agreement to determine the manner of calculating utilization of personal leave.
1. A teacher need not provide a reason for using personal leave, provided that the days of personal leave do not occur on

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consecutive days. Consecutive days of personal leave remain subject to the limitations listed in Section III, Article 4A.

2. "Visiting colleges with a high-school-age child" and "Caring for an elderly parent" shall be added to the list of "Approvable Reasons for Temporary Leaves of Absence" listed in Section III, Article 4A.

C. Bereavement Leave: The demise of an aunt or uncle shall be added as occasions for use of bereavement leave; the demise of a domestic partner shall be added as an occasion for use of bereavement leave; the definition of domestic partner utilized by the New York State Health Insurance Plan to extend health care coverage to domestic partners shall be added to the contract.

5. WORK DAY

A. Departure from Work: The following language shall be removed from the 5th paragraph of section III, Article 2: "Teachers may leave on Fridays and on days before holidays as soon as dismissal of students has been completed."

B. Preparation periods: Following both parties' ratification of this memorandum of agreement, the average weekly preparation time of all elementary teachers will increase to 3.375 hours (3:22.5), calculated as eighteen (18) uninterrupted 45-minute preparation periods over a given twenty (20) day window.

C. Staff Meetings - Delete (Sect. IV Art 15.A) and insert the following, which shall be renumbered to accommodate contract provision enumeration scheme:

Elementary Staff Meetings: Elementary staff meetings (including, but not limited to faculty, departmental, grade level, mandated in-service, and other meetings):

Administrators may convene staff meetings during teachers' professional time (currently between 8:30 am and the start of the instructional day), subject to the following limitations:

- *Meetings shall not be called on the second Friday of each month, which shall be reserved for STA meetings for members only, at their option.*
- *Administrators will make every effort to avoid convening staff meetings on the first day back after the following*

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school breaks: Thanksgiving Recess, Winter Recess, Presidents Week Recess, Spring Recess, and Memorial Day Weekend.

- *Administrators will make every effort to avoid convening staff meetings on days when teachers are already scheduled to attend meetings at other times of the day.*

Unauthorized absence from such meetings, other than STA meetings, is considered absence from professional duty.

Regular staff meetings will be announced at least one week prior to the meeting and an agenda of the meeting will be issued at that time.

6. HIGH SCHOOL START TIME:

- a. The Syosset Teachers Association (STA) recognizes that the starting and stopping times of the school day are within the sole discretion of the District.
- b. The STA acknowledges that the District will engage in a public process with the Syosset educational community to inform a potential recommendation regarding a later high school start time that may change the nature of the elementary day. For example, a later start time for the high school may also require a change in the start time of the elementary day and bus schedules may necessitate a reconfiguration of the elements of the elementary day. The STA agrees to discuss any modifications of the collective bargaining agreement which may be required to implement a Board of Education decision to change start times, within the confines of an overall 7-hour day and 22.5-hour per week classroom teaching assignment for elementary teachers and an overall 7-hour day and 17.5-hour per week classroom teaching assignment for secondary teachers. It is understood that the high school day must meet the Commissioner of Education's 990-hour annual requirement.

7. ADDITIONAL CONTRACT MODIFICATIONS. THE CONTRACT WILL BE MODIFIED TO PROVIDE:

- a. Flexibility for special area class scheduling to provide time between classes.
- b. Elementary parent-teacher conference scheduling closes 72 hours in advance.

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- c. Provide some time during Superintendent Conference Days for required compliance training.
- d. Provide 90 minutes during New Teacher Orientation for the STA.
- e. Teachers will be given the opportunity to request specific teaching assignments each Spring for the following school year.
- f. The parties agree that teachers should be encouraged to share their professional knowledge. Any observation of teachers by other teachers, third parties, educational consultants, community members (other than sitting members of the Board of Education) or teachers from other schools shall be voluntary.
- g. Add to Section IV, Article 18: *"When changes to curriculum are being contemplated, the district shall convene a curriculum committee ("council") as a forum for unit members to provide input into curriculum selection, development, and or modification. The committee shall be made up of administrators and teachers chosen from among the faculty. The District and the STA will develop procedures to choose members of the committee who reflect a diverse range of viewpoints as well as relevant expertise in the curriculum being considered."*
- h. Teachers will be identified to determine their interest in providing coverage in buildings where the principal(s) are out of the building. This will be a volunteer position.
- i. Participation on the elementary school safety team shall be on a voluntary basis but must include one building psychologist. If there are insufficient volunteers, the district may appoint members as needed. Safety teams shall meet during the school day.
- j. Change Section II, Article 10 as follows: *"One building representative from each of the schools and the Executive Committee members of the STA will be assigned a schedule free of homeroom, advisory and building assignments"*.
- k. Change Section IV, Article 8 as follows: *"Guidance Counselors shall not be called upon to cover for teachers in home room or advisory"*.

8. GRIEVANCE PROCEDURE: Delete existing grievance procedure and insert the following as:

ARTICLE 9 - GRIEVANCE PROCEDURES

A. Declaration of Purpose

WHEREAS, the establishment and maintenance of a harmonious and cooperative, relationship between the District and its teachers is essential to the operation of the

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schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of teachers through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the District and its teachers are afforded adequate opportunity, to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

B. Definitions

- 1. A grievance is a claim by a teacher, the STA, or by the STA on behalf of any teacher or group of teachers in the negotiating unit based upon any alleged violation, misinterpretation, or misapplication of this Agreement.*
- 2. The term supervisor shall mean any district coordinators, principal, assistant principal, immediate superior, or other administrative or supervisory officer, responsible for the area in which an alleged grievance arises except for the Superintendent of Schools.*
- 3. STA shall mean the Syosset Teachers Association.*
- 4. Aggrieved party shall mean the STA or any person or group of persons in the negotiating unit for whom the STA filed a grievance.*

C. Procedures

- 1. All grievances shall include the name and position of the aggrieved party, the identity of the provision of this Agreement involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.*
- 2. Except for informal decisions at Stage 1a, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be promptly transmitted to the teacher and the STA.*
- 3. If the grievance affects a group of teachers and appears to be associated with system wide policies, it may be submitted by the STA directly at Stage 1c described below.*

If the district believes the grievant has filed the grievance at an incorrect stage, the grievant and the STA will be notified, and the grievance will be transferred to the correct stage.

- 4. The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment. All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.*

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5. The District and the STA agree to facilitate any investigation which may be required and to make available any relevant documents, communications, and records concerning the alleged grievance.

6. Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents will be jointly developed by the District and the STA. The Superintendent shall then have them printed and distributed so as to facilitate operation of the grievance procedure.

7. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

8. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the STA, provided the adjustment is not inconsistent with the terms of this Agreement and the STA has been given an opportunity to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respect, be final, said adjustment shall not create a precedent of ruling binding upon either of the parties to this Agreement in future proceedings. This informal adjustment procedure shall be in addition to the procedure set forth in paragraphs E 1 to E 4, inclusive.

9. No interference, coercion, restraint, discrimination, or reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved party, any party in interest, any representative, any member of the grievance committee or any other participant in the grievance procedure, or any other person by reason of such grievance or participation therein.

D. Time Limits

1. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended by mutual agreement.

2. No written grievance will be entertained as described below, and such grievance will be deemed waived, unless the written grievance is filed at the first available stage within forty-five (45) school days after the grievant knew or should have known of the act or condition on which the grievance is based.

3. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.

4. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, the parties' representatives and the STA within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

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E. Stages of Grievance

1. Stage 1: Supervisor

a. *Informal Resolution. A teacher having a grievance will discuss it with the teacher's supervisor, either directly or through a representative, with the objective of resolving the matter informally. The supervisor will confer with all parties in interest. If the teacher submits the grievance through a representative, the teacher may be present during the discussion of the grievance.*

b. *If the grievance is not resolved informally, and the STA elects to proceed, it shall be reduced to writing and presented to the supervisor. Within five (5) school days after the written grievance is presented to the supervisor, a decision thereon shall be rendered in writing, and presented to the teacher and the STA.*

1c. Stage 1c. Assistant Superintendent for Human Resources.

a. *If the STA is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, a written appeal of the decision at stage 1 shall be filed with the Assistant Superintendent for Human Resources within twenty (20) school days after the STA has received the decision at Stage 1. Copies of the written decision at Stage 1b shall be submitted with the appeal.*

b. *Within ten (10) school days after receipt of the appeal, the Assistant Superintendent for Human Resources or duly authorized representative, shall meet with the STA. The STA will be permitted to address its arguments in support of the appeal followed by response of the administration. Within twenty (20) school days after the conclusion of the meeting, the Assistant Superintendent for Human Resources or the designee will render a decision in writing sustaining or dismissing the appeal.*

2. Stage 2: Superintendent of Schools

a. *If the STA is not satisfied with the written decision at the conclusion of Stage 1c and wishes to proceed further under this grievance procedure, a written appeal of the decision at stage 1c shall be filed with the Superintendent of Schools within twenty (20) school days after the STA has received the decision at Stage 1c. Copies of the written decision at Stage 1 shall be submitted with the appeal.*

b. *Within ten (10) school days after receipt of the appeal, the Superintendent of Schools or duly authorized representative, shall meet with the STA. The STA will be permitted to address its arguments in support of the appeal followed by response of the administration. Within twenty (20) school days after the conclusion of the meeting, the*

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Superintendent of Schools or the Superintendent's designee will render a decision in writing sustaining or dismissing the appeal.

3. Stage 3: Board of Education

a. *If the STA is not satisfied with the decision at Stage 2, the STA may file an appeal in writing to the Board within fifteen (15) school days after receiving the decision at Stage 2. The record of the grievance shall be available for the use of the Board.*

b. *The Board will conduct its review of the appeal in executive session. The STA will be permitted to address the Board with its arguments in support of the appeal followed by response of the administration. Its review shall be within twenty-one (21) days after receipt of the appeal. The Board's determination of the appeal shall be within ten (10) days after its review, or twenty (20) days after receipt of the appeal, whichever shall be later.*

4. Stage 4: Arbitration

a. *If the STA is not satisfied with the decision at Stage 3, it may submit the grievance to arbitration by written notice to the Superintendent of Schools within fifteen (15) school days of the decision at Stage 3.*

b. *Within fifteen (15) school days after such written notice of submission to arbitration, the parties shall request a list of arbitrators pursuant to the Rules for Voluntary Labor Arbitration of the American Arbitration Association.*

c. *The selected arbitrator will hear the matter promptly and will issue the decision not later than sixty (60) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning, and conclusion on the issues.*

d. *The arbitrator shall confine the decision to the application and interpretation of this Agreement and shall be without power or authority to make any decision (1) which is contrary to or inconsistent with the terms of this Agreement, (2) on any matter not included in this Agreement or (3) which violates any provision of law or of any rule or regulation having the force and effect of law.*

e. *If made in accordance with the arbitrator's authority and jurisdiction under this Agreement, the decision of the arbitrator shall be final and binding upon all parties with respect to all matters submitted to the arbitrator, except for grievances arising under paragraphs in Section III, Article 4B, and in Section IV, Article 13,*

14, 15, 16, 18, and 19 of this Agreement, on which the decision of the arbitrator shall be advisory only.

- f. It is the current intent of the District to continue the policies expressed in paragraphs in Section III, Article 4B, and in Section IV, Article 13, 14, 15, 16, 18, and 19 of this Agreement unchanged for the duration of this Agreement. However, in the event that circumstances warrant a change in such policies, the District will advise the STA regarding the nature of the contemplated change or changes, and if the STA requests, the parties will discuss and attempt to agree on the changes. If the STA believes it is aggrieved by any such instituted change, it may proceed directly to arbitration beginning with Stage 4, provided, however, that the determination of the arbitrator in Stage 4 shall be advisory only and shall not be binding upon either party.
- g. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the District and the STA.

NEGOTIATING REPRESENTATIVES OF
THE BOARD OF EDUCATION OF
THE SYOSSET CENTRAL SCHOOL DISTRICT

dated: 2/8/22 Kevin Ryan, Superintendent

dated: _____

dated: _____

dated: 2/8/2022 John W. [unclear], AS ATTORNEY

NEGOTIATING REPRESENTATIVES OF THE SYOSSET
TEACHERS' ASSOCIATION

dated: 2/8/2022 Michael Callahan, STA President

dated: _____

dated: _____

dated: _____