

MEMORANDUM OF AGREEMENT dated this ^{8th} day of April, 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 THERAPISTS ASSOCIATION (hereinafter referred to as the "Therapists Association").

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"). The 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 30, 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 Sections C(2)(d) and D(1)(a-e) of the October 23, 2020 Memorandum of Agreement.)
3. Except for changes to the amended July 1, 2017 labor contract set forth in this Memorandum of Agreement and changes in the language of that collective bargaining agreement made 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 as amended by the October 23, 2020 Memorandum of Agreement shall remain unchanged.

B. CONTINGENCY:

1. This Memorandum of Agreement is subject to formal ratification by the Board and the membership of the Therapists 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

- a. Effective July 1, 2021, the salary schedule shall be modified as follows:

- i. A new Step 22 shall be added to the salary schedule and shall be equal to the value of Step 21. All therapists who have been on Step 21 for one (1) year shall advance to the new Step 22.
 - ii. A new Step 23 shall be added to the salary schedule and shall be equal to the value of Step 21. All therapists who have been on Step 21 for two (2) years shall advance to the new Step 23.
 - iii. A new Step 24 shall be added to the salary schedule and shall be equal to the value of Step 21. All therapists who have been on Step 21 for three (3) years shall advance to the new Step 24.
 - iv. A new Step 25 shall be added to the salary schedule and shall be equal to the value of Step 21. All therapists who have been on Step 21 for four (4) years shall advance to the new Step 25.
 - v. A new Step 26 shall be added to the salary schedule calculated by increasing the value of Step 21 by 2%. All therapists who have been on Step 21 for five (5) years or more shall advance to the new Step 26.
- b. Following the modification of the salary schedule described above in Section C(2)(a), the salary schedule will be increased as follows:
- i. Effective July 1, 2021 the salary schedule shall be increased by 1.5%.
 - ii. Effective July 1, 2022 the salary schedule shall be increased by 1.5%.
 - iii. Effective July 1, 2023 the salary schedule shall be increased by 1.5%.
 - iv. Effective July 1, 2024 the salary schedule shall be increased by 1.5%.
- c. Ancillary Rates: Ancillary rates will be increased by the wage increases set forth in Section C(2)(b), above.
- d. Effective July 1, 2021, Section II, Article 10(I) of the contract shall be amended to increase the stipend for national certification from the National Board for Certification in Occupational Therapy or the American Physical Therapy Association from \$1,000 to \$1,300.

e. **CHAPERONING COMPENSATION**

Section II, Article 10 of the contract shall be amended by adding a new Paragraph J providing for the establishment of compensation for chaperoning activities. The new paragraph will provide as follows:

i. *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 different rate is hereinafter indicated herein. For subsequent years of this contract this hourly rate shall be increased by the percentages set forth in Section C(2)(b), above.

ii. *Field Trips*

Therapists 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.

A. Therapists 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.

B. Therapists 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 (7) hours.

C. Therapists assigned to the supervision of field trips, extracurricular activities, or other events on days when school is in session shall be compensated at the above indicated supervision rate up to a maximum of five (5) hours.

D. Therapists assigned to the supervision of field trips, extracurricular activities, or other events on days when school is not in session shall be compensated at the above indicated supervision rate up to a maximum of ten (10) hours.

iii. *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 above in Section C(2)(e)(ii) shall become effective on the day next following both parties' ratification of this Memorandum of Agreement.*

f. **ANCILLARY ADDITIONAL PAY ITEM RATE (API) FOR THERAPISTS TO ATTEND DISTRICT-REQUESTED MEETINGS AND PRESENTATIONS**

Section II, Article 10 of the contract shall be amended by adding a new Paragraph K providing for the establishment of an Ancillary Pay Item (API) rate for therapists to attend district-requested meetings and presentations. This establishes compensation at a new hourly rate for therapists who attend district-requested meetings and presentations that occur after working hours. The new paragraph will provide as follows:

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 Section C(2)(b), above.

g. **STIPEND FOR ASSISTIVE TECHNOLOGY CERTIFICATION**

Section II, Article 10 of the contract shall be amended by adding a new Paragraph L providing for the establishment of a stipend in the amount of \$2,500, effective July 1, 2021, for any therapist who achieves, or has achieved, a certification in assistive technology.

Effective July 1, 2022, this Assistive Technology Stipend will be increased as follows:

- i. Effective July 1, 2022 the stipend shall be increased by 1.5%.
- ii. Effective July 1, 2023 the stipend shall be increased by 1.5%.
- iii. Effective July 1, 2024 the stipend shall be increased by 1.5%.

h. STIPEND FOR DOCTORATE DEGREE

Section II, Article 10 of the contract shall be amended by adding a new Paragraph M providing for the establishment of a stipend in the amount of \$2,500, effective July 1, 2021, for any therapist who earns, or has earned, a Doctorate degree. Effective July 1, 2022, this Doctorate Degree Stipend will be increased as follows:

- i. Effective July 1, 2022 the stipend shall be increased by 1.5%.
- ii. Effective July 1, 2023 the stipend shall be increased by 1.5%.
- iii. Effective July 1, 2024 the stipend shall be increased by 1.5%.

3. RETIREE HEALTH INSURANCE

- a. Appendix 3 of the contract shall be amended to provide that effective July 1, 2024, all active employees retiring on or after July 1, 2024 will contribute 11% (eleven percent) of premium costs, for life.

4. LEAVES OF ABSENCE

- a. Long Term Leaves of Absence: Therapists on long-term leave must give 30 days' notice prior to returning and therapists on long term leave of absence may not return after June 1 until the following September, unless permitted by the Superintendent or his/her designee.
- 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. For purposes of calculating utilization of personal leave,

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therapists and teachers will be considered together. The parties will meet within sixty (60) days of the ratification of the Agreement to determine the manner of calculating utilization of personal leave.

- i. A therapist need not provide a reason for using personal leave, provided that the days of personal leave do not occur on consecutive days. Consecutive days of personal leave remain subject to the limitations listed in Section II, Article 11A.
 - ii. "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 II, Article 11A.
- 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. **MENTORING PROGRAM**

- a. The District shall establish a mentoring program for new therapists that is modeled on the mentoring program currently provided for new teachers.

6. **GRIEVANCE PROCEDURE**

- a. Section II, Article 7 of the contract will be deleted entirely and replaced with the following:

ARTICLE 7 – GRIEVANCE PROCEDURES

A. Declaration of Purpose

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the District and its therapists is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of therapists through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the District and its therapists 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 therapist, the STA, or by the STA on behalf of any therapist or group of therapists 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 therapist and the STA.*
- 3. If the grievance affects a group of therapists 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.*
- 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 therapist 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.*

E. Stages of Grievance

1. Stage 1: Supervisor
 - a. *Informal Resolution. A therapist having a grievance will discuss it with the therapist'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 therapist submits the grievance through a*

representative, the therapist 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 therapist and the STA.

c. Stage 1c: Assistant Superintendent for Human Resources

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

ii. 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 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*

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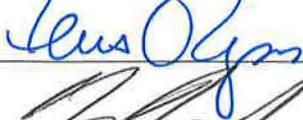
from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning, and conclusion on the issues.

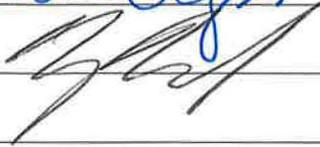
- d. The arbitrator shall confine the decision to the application and interpretation of this Agreement and shall be without power or authority to make any decision (1) which is contrary to or inconsistent with the terms of this Agreement, (2) on any matter not included in this Agreement or (3) which 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 II, Article 11B, 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 II, Article 11B 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: 4/8/22
dated: 4/10/22
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NEGOTIATING REPRESENTATIVES OF THE
SYOSSET THERAPISTS ASSOCIATION

dated: 4/8/22
dated: 4/8/22
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