

MEMORANDUM OF AGREEMENT dated this 23 day of October, 2020, 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 "STA").

A. GENERAL:

1. The STA is the bargaining agent for the teacher, therapist, tutor and summer school teacher bargaining units. The labor contracts applicable to the aforesaid bargaining units for the period July 1, 2017 through June 30, 2020 expired on June 30, 2020. The parties herewith agree that said contracts shall be modified and extended effective July 1, 2020 to the extent set forth herein, subject to the "Contingencies" hereinafter set forth.
2. Except for changes to the labor contracts expressly set forth herein and changes in the language of the labor contracts made necessary by the following agreement, the provisions of said labor contracts shall remain unchanged.

B. CONTINGENCY:

This Memorandum of Agreement is subject to formal ratification by the Board of Education and the membership of the STA. 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 contracts shall be modified to provide for extended contract terms effective July 1, 2020 through and including June 30, 2021. Upon ratification of this Memorandum of Agreement, the parties' more formal agreements shall be deemed modified throughout to reflect the revised term of the Agreements. It is understood and agreed by the parties that new formal labor agreements will not be necessary; the terms of this Memorandum of Agreement together with the expired formal labor agreements shall constitute the parties' entire labor agreements.

2. Compensation

- a. Effective July 1, 2020, the salary schedule and corresponding ancillary rates (for coaching stipends or hourly supervision, curriculum writing, etc.) in effect on June 30, 2020 shall be increased by 0.5%, and each unit member shall be granted step increment.

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- b. Effective February 1, 2021, the salary schedule and corresponding ancillary rates in effect on January 31, 2021 for each bargaining unit will be increased by an additional 0.5%. [Copies of the February 1, 2021 salary schedules are attached as Exhibit-A (teachers) and Exhibit-B (therapists)]. However, the February increase may not be paid during the period of February 1, 2021 to and including June 30, 2021 based upon the following.

The amount of the February 1, 2021 increase of 0.5% that will be paid will be reduced proportionately by any mid-year state aid cut in excess of \$1 million effectuated by the State of New York (and not offset by an increase in Federal aid) prior to and including January 31, 2021. The actual state aid reduction will be rounded to the nearest dollar value of the "cut in excess of \$1 million" and the proportionate reduction will be as set forth in the chart below.

Potential Mid-Year Budget Cut	Cut in Excess of \$1 Million	STA Share of Burden	Proportion of STA Share to Total \$ Cost of .5% Raise	Decrease in Raise	Adjusted Raise
1,000,000	-	-	-	-	0.500%
1,100,000	100,000	50,000	0.111	0.00056	0.444%
1,200,000	200,000	100,000	0.222	0.00111	0.389%
1,300,000	300,000	150,000	0.333	0.00167	0.333%
1,400,000	400,000	200,000	0.444	0.00222	0.278%
1,500,000	500,000	250,000	0.556	0.00278	0.222%
1,600,000	600,000	300,000	0.667	0.00333	0.167%
1,700,000	700,000	350,000	0.778	0.00389	0.111%
1,800,000	800,000	400,000	0.889	0.00444	0.056%
1,900,000	900,000	450,000	1.000	0.00500	0.000%

- c. Any such reduction will only apply to the 2020-2021 school year. Upon the conclusion of the 2020-2021 school year the February 1, 2021 salary schedule without reduction will remain in effect.
- d. Middle School teachers may be assigned to lunchroom duty for the purpose of coordinating the activities of lunchroom aides. Persons so assigned shall be compensated in the same manner as teachers performing similar duties at the high school. Any teacher on such lunchroom duty shall not be given other building assignments. This paragraph shall survive the expiration of this Agreement. It shall be incorporated in the collective bargaining agreement that succeeds this Agreement applicable for the period following June 30, 2021.

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D. ADDITIONAL PROVISIONS:

1. The use of cameras in the classroom will be permitted on a limited basis. Class sizes shall not exceed the class size maxima applicable to the 2019-2020 school year.
  - a. Cameras may be used during the instructional portion of a lesson to stream content to students in a physical location outside of the school building classroom. The teacher will retain the right to control the field of view of the camera(s) and will retain the right to turn the camera(s) and microphone(s) off at various times during the lesson, such as when students are working independently or when the teacher is no longer conducting direct or whole group instruction.
  - b. Teachers may choose to record and post video(s) of themselves teaching for subsequent student use but shall not be required to do so.
  - c. The District will not require video capturing of any lesson for storage or future posting, nor will video be captured or recorded by the District.
  - d. Administrators shall make teachers aware of their presence when viewing a livestream class session and will only conduct observations for the purpose of evaluation by observing teachers in person. Alternative arrangements will be subsequently agreed upon for evaluating teachers with an all-virtual program.
  - e. The District has incorporated a prohibition in the "Acceptable Use Policy" indicating that no part of livestreamed lessons (audio, video, images) may be recorded.
2. To the extent practicable, secondary (middle and high school) teachers responsible for teaching in-person students and all-virtual students simultaneously with significant numbers of "all-virtual" students shall be relieved of responsibility for a duty period in order to better engage both the in-person and all-virtual students. A "significant number" is defined as having one or more class sections where the sum of the hybrid students and the product of all-virtual students multiplied by 1.5 is greater than thirty (30).
3. Elementary teachers with an all-virtual program will follow the same daily schedule as those teachers in the in-person classrooms. Consistent with teaching practices prior to COVID-19 (which include a mix of whole group, small group, and individualized work), teachers have the discretion to organize and deliver instruction to implement the annual curriculum as outlined in the YAG. Supervision will continue as in the "live" environment with the understanding that students in the virtual environment must keep pace with their counterparts in the "in-person" program. Lessons should keep students engaged for the entire length of the class period.

#### 4. Elementary Schedule

- a. Section IV, Article 15(A) of the parties' labor contract states that "[e]lementary school meetings will be held at 8:30 A.M." Accordingly, every effort will be made to schedule Faculty, Grade-level, and Departmental meetings during this time. It is understood that it may not be possible for all such meetings to occur at this time. Further, the parties' labor contract indicates that teachers should receive an "average of three (3) hours per week of preparation time", which can be achieved through preserving a weekly average of four (4) of the 45-minute scheduled preparation periods during the instructional day. During the COVID-19 pandemic, the District will provide additional preparation periods calculated as eighteen (18) preserved preparation periods over a given twenty (20) day window, which would be an average of two (2) additional 45-minute preparation periods beyond the contractual requirement. Every effort will be made to keep the abovementioned morning meeting time (8:30 A.M.) free on days when using the mid-day preparation period is unavoidable. Preparation periods will not be subdivided into increments shorter than 45 minutes.
  - b. To facilitate staggered arrival and dismissal times needed to promote social distancing, teachers may be asked to shift their contact time with students to start/end earlier or start/end later without changing the overall length of the day. Due to the unique circumstances constraining the Berry Hill campus ability to accommodate arrival and dismissal, until such time as automobile pickup and drop-off return to pre-pandemic levels, additional teacher responsibilities during arrival and dismissal will be offset at Berry Hill as follows: each grade level's teachers will rotate responsibility so that each week a different teacher from the grade level will be responsible for collaborating with the library media specialist and participating in the library period to ensure that the library instructional period remains connected to and supportive of the grade-level classroom curriculum; other teachers on the grade level will be unassigned during the library period and this unassigned time shall not diminish preparation time entitlement.
5. Therapists will be provided safe and appropriate space for conducting therapy in accordance with each student's IEP. Therapists will be afforded adequate time between sessions to clean surfaces and equipment with supplies provided by the District consistent with the type of therapy being performed.
  6. The District will make every effort to re-establish faculty rooms once the COVID-19 pandemic is no longer considered a public health emergency in the United States.
  7. The District will make every effort to develop a method for the automatic taking of attendance of students not physically present in a classroom to avoid the necessity of logging attendance in multiple places or on multiple digital platforms.
  8. Teachers will not be responsible for taking and/or recording student temperatures.

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9. Teachers will not be responsible for cleaning student workspaces or other surfaces within the building. However, teachers will be provided with cleaning supplies and materials so that they may address issues should they choose.
10. Daily health surveys of staff will require an "affirmation." The following section will be deleted from the District's COVID-19 Daily Survey: "Employees: I am doing my part to keep myself and others safe. I am following the CDC's COVID-19 recommended Health and Safety Protocols and Practices. Reference: <https://www.svossetschools.org/Page/826>."
11. Teachers required to quarantine because of the New York State Department of Health COVID-19 Travel Advisory will be subject to the protections of the Family First Coronavirus Relief Act. Members required to quarantine as a result of close contact with a confirmed case of COVID-19 may continue to work virtually from home during the period of quarantine.
12. Every effort will be made to provide teachers with locations in which to work and eat lunch when they are not teaching.
13. As a result of the COVID-19 pandemic, the District has elected to create certain non-tenure-track unencumbered positions ("co-pilots") to ensure the District's compliance with Centers for Disease Control and Prevention ("CDC"), New York State Education Department ("NYSED") and New York State Department of Health ("NYSDOH") guidelines. These term-limited and unencumbered positions will be filled pursuant to one-year contracts. The STA acknowledges that these employees will not be members of any STA/District bargaining unit.
  - a. These employees will not be used to fill an encumbered teacher vacancy and will only be employed to fill unencumbered one-year positions occasioned by the District's need to comply with the aforesaid CDC, NYSED and NYSDOH guidelines.
  - b. The terms and conditions of employment for leave replacements for STA bargaining unit positions shall continue to be governed by the STA labor contract.
  - c. Nothing herein provided will be deemed or construed to change, modify, address or otherwise affect any other position of the District other than "co-pilots".
  - d. This provision is made on a non-precedent setting basis and shall not be admitted into evidence in any judicial or quasi-judicial forum, including but not limited to collective bargaining, grievance arbitration, PERB hearing, Commissioner of Education appeal, court matter or any other similar proceeding except for the purpose of enforcing the provisions of this Agreement.

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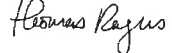

14. Section D (Additional Provisions) and only Section D of this Agreement shall expire and be of no further force and effect at the end of the day on June 25, 2021, unless it is extended in writing by the parties.

15. Section D (Additional Provisions) and only Section D of this Agreement is made on a non-precedent setting basis and shall not be admitted into evidence in any judicial or quasi-judicial forum, including but not limited to collective bargaining, grievance arbitration, PERB hearing, court matter or any other similar proceeding except for the purpose of enforcing the provisions of this Agreement. This Agreement shall be subject to the grievance and arbitration provisions of the collective bargaining agreements.

E. APPLICABILITY

All provisions of this Agreement shall apply to the teachers and therapists bargaining units. Only Sections A, B and C shall apply to the tutors and summer school bargaining units.

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

dated: Oct 26, 2020   
\_\_\_\_\_  
dated:   
\_\_\_\_\_  
dated: \_\_\_\_\_  
dated: \_\_\_\_\_

NEGOTIATING REPRESENTATIVES OF THE SYOSSET  
TEACHERS' ASSOCIATION


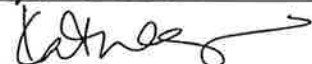
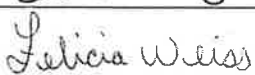

dated: 10/23/2020   
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dated: 10/23/2020   
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dated: 10/23/2020   
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dated: 10/23/2020   
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Exhibit A –

Teacher-B Contract, July 1, 2020 to January 31, 2021

TEACHER-B

July 1, 2020 to January 31, 2021

STEP = 1 % = 0.5

	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60	MA+75	DCTR	DCTR+15
	B	C	G	P	J	Q	M	R	N	S
1	63,131	66,424	73,126	76,420	79,729	83,021	86,335	88,230	90,117	92,011
2	65,929	69,226	75,917	79,222	82,523	85,818	89,141	91,031	92,913	94,804
3	68,719	72,027	78,720	82,024	85,317	88,614	91,935	93,827	95,716	97,610
4	71,483	74,741	81,423	84,703	87,991	91,278	94,580	96,466	98,347	100,235
5	74,444	77,732	84,407	87,693	90,978	94,270	97,573	99,460	101,336	103,215
6	77,839	80,915	87,603	90,879	94,172	97,456	100,759	102,643	104,530	106,411
7	81,218	84,502	91,180	94,467	97,747	101,037	104,344	106,230	108,113	109,998
8	84,808	88,094	94,772	98,057	101,336	104,633	107,932	109,814	111,697	113,584
9	88,589	91,879	98,551	101,838	105,122	108,408	111,720	113,600	115,481	117,368
10	92,380	95,661	102,337	105,619	108,911	112,194	115,505	117,385	119,268	121,155
11	95,483	98,810	106,120	109,402	112,698	115,979	119,289	121,174	123,055	124,942
12	95,483	98,810	109,900	113,192	116,477	119,767	123,075	124,957	126,836	128,715
13	95,483	98,810	113,686	116,975	120,264	123,553	126,862	128,743	130,621	132,501
14	95,483	98,810	117,479	120,755	124,050	127,340	130,648	132,527	134,410	136,291
15	95,483	98,810	121,461	124,749	128,035	131,315	134,628	136,507	138,395	140,274
16	95,483	98,810	125,449	128,730	132,023	135,307	138,607	140,497	142,381	144,264
17	95,483	98,810	126,713	129,982	133,240	136,505	139,786	141,660	143,527	145,400
18	95,483	98,810	126,713	129,982	133,240	136,505	139,786	141,660	143,527	145,400
19	95,483	98,810	126,713	129,982	133,240	136,505	139,786	141,660	143,527	145,400
20	95,483	98,810	126,713	129,982	133,240	136,505	139,786	141,660	143,527	145,400
21	95,483	98,810	129,982	133,240	136,505	139,776	143,051	144,919	146,787	148,658
22	95,483	98,810	129,982	133,240	136,505	139,776	143,051	144,919	146,787	148,658
23	95,483	98,810	129,982	133,240	136,505	139,776	143,051	144,919	146,787	148,658
24	95,483	98,810	129,982	133,240	136,505	139,776	143,051	144,919	146,787	148,658
25	95,483	98,810	129,982	133,240	136,505	139,776	143,051	144,919	146,787	148,658
26	95,483	98,810	132,937	136,205	139,468	142,735	146,015	147,890	149,752	151,624

Teacher-B Contract, February 1, 2021 to June 30, 2021

TEACHER-B

February 1, 2021 to June 30, 2021

% = 0.5

	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60	MA+75	DCTR	DCTR+15
	B	C	G	P	J	Q	M	R	N	S
1	63,447	66,756	73,492	76,802	80,128	83,436	86,767	88,671	90,568	92,471
2	66,259	69,572	76,297	79,618	82,936	86,247	89,587	91,486	93,378	95,278
3	69,063	72,387	79,114	82,434	85,744	89,057	92,395	94,296	96,195	98,098
4	71,820	75,115	81,830	85,127	88,431	91,734	95,053	96,948	98,839	100,736
5	74,816	78,121	84,829	88,131	91,433	94,741	98,061	99,957	101,843	103,731
6	78,027	81,320	88,041	91,333	94,643	97,943	101,263	103,158	105,053	106,943
7	81,624	84,925	91,636	94,939	98,236	101,542	104,866	106,761	108,654	110,548
8	85,232	88,534	95,246	98,547	101,843	105,156	108,472	110,363	112,255	114,152
9	89,032	92,338	99,044	102,347	105,648	108,950	112,279	114,168	116,058	117,955
10	92,842	96,139	102,849	106,147	109,456	112,755	116,083	117,972	119,864	121,761
11	95,960	99,304	106,651	109,949	113,261	116,559	119,885	121,780	123,670	125,567
12	95,960	99,304	110,450	113,758	117,059	120,366	123,690	125,582	127,470	129,359
13	95,960	99,304	114,254	117,560	120,865	124,171	127,496	129,387	131,274	133,164
14	95,960	99,304	118,066	121,359	124,670	127,977	131,299	133,190	135,082	136,972
15	95,960	99,304	122,068	125,373	128,675	131,972	135,301	137,190	139,087	140,975
16	95,960	99,304	126,076	129,374	132,683	135,984	139,300	141,199	143,093	144,985
17	95,960	99,304	127,347	130,632	133,906	137,188	140,485	142,368	144,245	146,127
18	95,960	99,304	127,347	130,632	133,906	137,188	140,485	142,368	144,245	146,127
19	95,960	99,304	127,347	130,632	133,906	137,188	140,485	142,368	144,245	146,127
20	95,960	99,304	127,347	130,632	133,906	137,188	140,485	142,368	144,245	146,127
21	95,960	99,304	130,632	133,906	137,188	140,475	143,766	145,644	147,521	149,401
22	95,960	99,304	130,632	133,906	137,188	140,475	143,766	145,644	147,521	149,401
23	95,960	99,304	130,632	133,906	137,188	140,475	143,766	145,644	147,521	149,401
24	95,960	99,304	130,632	133,906	137,188	140,475	143,766	145,644	147,521	149,401
25	95,960	99,304	130,632	133,906	137,188	140,475	143,766	145,644	147,521	149,401
26	95,960	99,304	133,602	136,886	140,165	143,449	146,745	148,629	150,501	152,382

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Exhibit B-

Therapists Contract

July 1, 2020 to January 31, 2021	February 1, 2021 to June 30, 2021
58,341	58,633
61,491	61,798
64,904	65,229
68,420	68,762
71,316	71,673
75,061	75,436
78,809	79,203
82,558	82,971
86,302	86,734
90,055	90,505
93,803	94,272
97,545	98,033
101,294	101,800
105,038	105,563
108,787	109,331
112,535	113,098
121,165	121,771
125,069	125,694
125,069	125,694
125,069	125,694
130,497	131,149

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