MEMORANDUM OF AGREEMENT dated this <u>14</u>⁴⁴ day of December, 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 PRINCIPALS' ASSOCIATION (hereinafter referred to as the "SPA").

A. **GENERAL**:

- 1. The collective bargaining agreement (hereinafter "Contract") between the parties for the period July 1, 2017 through June 30, 2020 expired on June 30, 2020. The parties herewith agree that said Contract 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 Contract expressly set forth herein and changes in the language of the Contract made necessary by the following agreement, the provisions of said Contract shall remain unchanged.

B. <u>CONTINGENCY</u>:

This Memorandum of Agreement is subject to formal ratification by the Board of Education and the membership of the SPA. 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. <u>AGREEMENT</u>:

1. Duration

The parties' Contract 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 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 Contract 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.

- 2. Compensation
 - a. Effective July 1, 2020, the salary schedule and corresponding ancillary rates in effect on June 30, 2020 shall be increased by 0.5%, and each unit member shall be granted step increment.
 - b. Effective February 1, 2021, the salary schedule and corresponding ancillary rates in effect on January 31, 2021 will be increased by an additional 0.5%.

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.

			Proportion of SPA Share to		
Potential Mid-	Cut in Excess of	SPA Share of	Total \$ Cost of	Decrease in	Adjusted
Year Budget Cut	\$1 Million	Burden	.5% Raise	Raise	Raise
1,000,000	ŭ.	2	024	-	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.
- 3. District Provided Benefits After Retirement
 - a. Any unit member who fulfills the general conditions set forth in Article XII(A) of the parties' labor agreement, and retires effective June 30, 2021, will be deemed "first eligible," as set forth in Article XII(C), Schedule 1, of the parties' labor agreement, except that those wishing to avail themselves of this benefit must advise the Superintendent in writing of their intention to retire or vest at least 120 calendar days prior to the proposed date (rather than 90 calendar days, as set forth in Article XII(A) of the parties' labor agreement).
- 4. Additional Provisions
 - a. <u>Elementary Principals</u>: All elementary principals shall be compensated a onetime payment for five (5) days at his/her daily rate of pay to reflect additional work performed during the summer of 2020 related to reopening school buildings and facilities in response to the ongoing COVID-19 pandemic.

- b. <u>Secondary Principals</u>: All secondary principals and assistant principals shall be permitted to cash-in up to five (5) unused vacation days at his/her daily rate of pay for the 2020-2021 school year only.
- 5. This Agreement is made on a non-precedent 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. All disputes regarding this Agreement shall be subject to the grievance and arbitration provisions of the Contract.
- 6. This Agreement may not be amended or modified orally; this Agreement can only be amended or modified by written agreement, signed by authorized representatives of both parties.
- 7. This Agreement represents the complete and final understanding between the parties on this matter, subject to law.

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

dated: 12/15/20 dated: 12/15/20

dated:

dated:

NEGOTIATING REPRESENTATIVES OF THE SYOSSET PRINCIPALS' ASSOCIATION

dated: 12/21/20 dated: 12/22/20 dated: 12/22/20 dated: 1-2/22/20