

**MEMORANDUM OF AGREEMENT** dated this 11<sup>th</sup> 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 PRINCIPALS ASSOCIATION (hereinafter referred to as the "Association" or the "SPA").

**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 December 14, 2020 and subsequently ratified by both parties, expired on June 30, 2021 (referred to as the "December 14, 2020 Memorandum of Agreement"). The December 14, 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 July 1, 2021 to the extent set forth in said December 14, 2020 Memorandum of Agreement, and as set forth in this Memorandum of Agreement, as a result of their collective bargaining for a successor contract.
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 may 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 December 14, 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 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 schedules shall be modified as follows:
  - i. The salary schedules for all unit members shall be increased by 1.5%.
  - ii. A new Step 27 shall be added to all salary schedules calculated by increasing all Step 26 values by 2%.

- b. Effective July 1, 2022, the salary schedules shall be modified in the following order:
  - i. The High School Assistant Principal Salary Schedule shall be modified as follows:
    - A) Column MA+50, Step 13 shall become \$168,866.
    - B) Column MA+50, Step14 shall become \$174,016.
    - C) Column MA+50, Step15 shall become \$179,185.
  - ii. The Elementary School Principal Salary Schedule shall be modified so that the entire schedule (i.e., each step) is the equivalent of ninety-five percent (95%) of each step of the Middle School Principal Salary Schedule.
  - iii. All salary schedules shall include 3 half-steps, designated as Steps 10H, 12H, and 15H, applicable only to unit members whose first day of service 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.
  - iv. Step 25 shall be deleted from all salary schedules thereby resulting in a 26-step schedule. Step 26 will become Step 25 and the “new” step referred to in Section (C)(2)(a)(ii) will become Step 26.
  - v. The salary schedules for all unit members shall be increased by 1.5%.
- c. Effective July 1, 2023, the salary schedules for all unit members shall be increased by 1.5%.
- d. Effective July 1, 2024, the salary schedules for all unit members shall be increased by 1.5%.

### **3. ELEMENTARY PRINCIPALS' WORK YEAR**

- a. Article VII(B) of the contract shall be amended to provide that effective July 1, 2022, Elementary Principals shall have the same work year as Secondary Principals. The language shall be amended as follows:

*B. Contract Year.*

*The Principals are responsible for the organization and administration of the building, as well as the organization and supervision of the work of the staff assigned to the building.*

- i. Effective July 1, 2022, the work year for all Principals and Assistant Principals shall be twelve (12) months less twenty-three (23) days of vacation to be taken during the months of July and/or August. Scheduling of vacation shall be approved by the Superintendent or his/her designee, which approval shall not be unreasonably withheld. In addition to his/her regularly scheduled work year, each Principal shall be responsible for working two (2) additional days during the year to be scheduled in consultation with the Superintendent or his/her designee. Principals and Assistant Principals may use up to three (3) of their twenty-three (23) vacation days during periods of time other than July and August, subject to the approval of the Superintendent or his/her designee, which shall not be unreasonably withheld.*
- ii. All Principals will not be regularly assigned during the recess periods such as December, Spring, and the mid-winter recess. The Superintendent or his/her designee will have discretion in assigning Principals when he/she considers it necessary during these recess periods. The Principals may voluntarily choose to work during these recess periods at their discretion. The Principal in each building will be expected to be on call during each recess period.*

**4. LUMP-SUM ENHANCED BASE ADJUSTMENTS**

- a. Article VII(C)(5) of the contract shall be amended by adding a new unnumbered 3rd paragraph providing for a pro-rated lump-sum enhanced base adjustment (EBA). The new paragraph will provide as follows:*

*Effective July 1, 2022, a unit member's EBA in the initial year of hire shall be pro-rated based on the unit member's start date. In the event that a unit member retires, resigns, becomes*

*terminated pursuant to law, or otherwise discontinues employment with the District before June 30th, the District shall deduct any unearned portion of the EBA in that year of separation from the unit member's last paycheck.*

## **5. VACATION DAYS**

a. Article VII(C) of the contract shall be amended by adding a new Paragraph 7 providing for the establishment of compensation for unit members who sell back unused vacation days. The new paragraph will provide as follows:

*i Effective July 1, 2021, a Secondary Principal or Assistant Principal shall have the ability to sell back up to five (5) unused vacation days annually at his/her daily rate of pay, provided that the Secondary Principal or Assistant Principal notifies the Superintendent or his/her designee in writing on or before May 15th of that year.*

*ii Effective July 1, 2021, for the 2021-2022 school year only, an Elementary Principal who elected to work up to three (3) additional work days during July and/or August, and did not utilize such days as compensatory days, shall be permitted to sell back such days at the per diem rate in effect on July 1, 2022, provided that the Elementary Principal notifies the Superintendent or his/her designee in writing on or before May 15, 2022.*

*iii Effective July 1, 2022, beginning with the 2022-2023 school year, an Elementary Principal shall have the ability to sell back up to five (5) unused vacation days annually at his/her daily rate of pay, provided that the Elementary Principal notifies the Superintendent or his/her designee in writing on or before May 15th of that year.*

b. Article VII(C) of the contract shall be amended by adding a new Paragraph 8 providing for the establishment of compensation for unit members who accrue unused vacation days. The new paragraph will provide as follows:

*i Effective July 1, 2021, Secondary Principals and Assistant Principals shall have, in addition to the sell back described*

*above in Article VII(C)(7)(i), the ability to accrue and carry-over annually up to five (5) unused vacation days up to a maximum total accrual of twenty-five (25) days to be paid upon separation at their daily rate of pay.*

*ii Effective July 1, 2021, for the 2021-2022 school year only, Elementary Principals who elected to work up to three (3) additional work days during July and/or August, and who do not sell back such days as described above in Article VII(C)(7)(ii), shall be permitted to take an equal number of paid leave days during the period of September to June next following the summer during which the additional days are worked. The scheduling of these paid leave days shall be subject to the approval of the Superintendent, which shall not be unreasonably withheld. Paid leave days may not be carried over from year to year.*

*iii Effective July 1, 2022, beginning with the 2022-2023 school year, Elementary Principals shall have, in addition to the sell back described above in Article VII(C)(7)(iii), the ability to accrue and carry-over annually up to five (5) unused vacation days up to a maximum total accrual of twenty-five (25) days to be paid upon separation at their daily rate of pay.*

## **6. BEREAVEMENT LEAVE**

- a. Effective July 1, 2021, Article VII(H) of the contract shall be amended by adding the demise of an aunt or uncle 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.

## **7. LONG-TERM DISABILITY BENEFITS**

- a. Effective July 1, 2022, Article VII of the contract shall be amended by adding a new Paragraph K to memorialize the Association's existing long-term disability benefits. The new paragraph will provide as follows:



*Available to all certified personnel who are eligible for this coverage. The employee's cost per month is \$7.50. Coverage is 66 2/3% (sixty-six and two-thirds percent) of the employee's salary, subject to policy limits. Long-term disability benefits for eligible employees will commence one hundred fifty (150) working days from the inception of an illness and the exhaustion of sick leave in accordance with group policy provisions.*

## **8. RETIREE HEALTH INSURANCE**

- a. Article XII(C), Schedule 1 (First Eligible), Section 1 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 1% (one percent) of premium costs, for life.
- b. Article XII(C), Schedule 2 (Post Eligible), Section 1 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.

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

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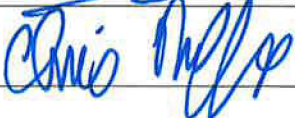
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SYOSSET PRINCIPALS ASSOCIATION

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