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MEMORANDUM OF AGREEMENT dated this ___ 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 TEACHERS' ASSOCIATION (hereinafter referred to as the "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 Section C(2)(d) 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 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 hourly rate for tutors will be increased as follows:

- i. Effective July 1, 2021 the hourly rate shall be increased by 1.5%.
- ii. Effective July 1, 2022 the hourly rate shall be increased by 1.5%.
- iii. Effective July 1, 2023 the hourly rate shall be increased by 1.5%.
- iv. Effective July 1, 2024 the hourly rate shall be increased by 1.5%.

3. **GRIEVANCE PROCEDURE**

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 tutors 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 tutors through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the District and its tutors 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 tutor, the STA, or by the STA on behalf of any tutor or group of tutors 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 tutor and the STA.*
- 3. If the grievance affects a group of tutors 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 tutor 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 tutor having a grievance will discuss it with the tutor'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 tutor submits the grievance through a representative, the tutor 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 tutor 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 1c 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 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.

- f. 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:

4/11/22

dated:

dated:





NEGOTIATING REPRESENTATIVES OF THE
SYOSSET TEACHERS' ASSOCIATION

dated:

4/8/22

dated:

dated:

dated:

