

MEMORANDUM OF AGREEMENT dated this 8<sup>th</sup> day of October, 2013, by and between the negotiating representatives of the BOARD OF EDUCATION OF THE KATONAH LEWISBORO UNION FREE SCHOOL DISTRICT (hereinafter referred to as the "Board") and the negotiating representatives of the KATONAH LEWISBORO DISTRICT TEACHERS ASSOCIATION (hereinafter referred to as the "Association").

1. GENERAL:

The labor contract between the parties for the period July 1, 2011 through June 30, 2013 expired on June 30, 2013. The parties herewith agree that said contract shall be modified effective as of July 1, 2013 to the extent set forth herein, as a result of their collective bargaining for a successor contract to the expired labor contract, subject to the "Contingencies" hereinafter set forth. Except for changes to the collective bargaining agreement expressly set forth herein and changes in the language of the Agreement made necessary by the following agreement, the provisions of said Agreement shall remain unchanged. Italicized text is set forth as precise contract language to be inserted as is set forth in this Memorandum of Agreement into the parties' formal labor contract. It is understood that items of agreement set forth as precise contract language in italicized text may require revision of existing contract language upon the insertion of said italicized text. It is understood that items of agreement not set forth in italicized text will require the drafting of contract language for insertion into the parties' more formal agreement. No wage increases shall be granted until execution of the parties more formal labor agreement following ratification of this Memorandum of agreement.

2. CONTINGENCIES:

This Memorandum of Agreement is subject to formal ratification by the Board of Education and the membership of the Association. The aforesaid ratification votes by the Association's membership and the Board of Education shall occur within sixty (60) days of execution of this Memorandum of Agreement. If either

party fails to ratify this Memorandum of Agreement or fails to act within the aforesaid sixty (60) day period it 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.

3. AGREEMENT:

A. Duration-

The parties' labor contract shall be modified to provide for a contract term effective July 1, 2013 through June 30, 2016, unless a different commencement date is noted for any provision in this Memorandum of Agreement. The parties' more formal agreement shall be modified throughout to reflect the revised term of the Agreement.

B. Salaries-

First year (2013-2014): All unit members will be granted a "one-time" cash payment in the amount of \$750 that shall not be added to the salary schedule. The salary schedule for the school year 2013- 2014 shall be the same as the salary schedule in effect on June 30, 2013. Neither step increment nor any column (lane) movement shall be granted. No increase shall be applied to the June 30, 2013 salary schedule and staff will be placed on the exact step and lane they were on effective June 30, 2013

Second year (2014-2015): Teachers ineligible for step increment shall be granted a "one-time" cash payment in the amount of \$1500 that shall not be added to the salary schedule. Unit members eligible to receive step increment will be granted one half of the applicable step increment effective July 1, 2014.

Third year (2015-2016): The salary schedule for the school year 2015-2016 shall be created by applying 1% effective July 1, 2015 to the salary schedule in effect on June 30, 2013, and the same will be modified as a result of application of the provisions of section C below. Unit members

eligible to receive step increment will be granted one half of the applicable step increment on July 1, 2015.

It is the intent of the parties that the rights of unit members to increment on July 1st of each year until a successor agreement is negotiated not be diminished by the grant of only  $\frac{1}{2}$  of step increment provided for during the term of this Agreement. Upon the expiration of the parties' labor agreement, to wit after June 30, 2016, the District shall resume granting full step increment on July 1st of each school year, unless negotiated otherwise by the parties. Eligible unit members will move to the next full step on the salary schedule.

The following example demonstrates implementation of the foregoing. A unit member on Step 5 of the salary schedule on June 30, 2013 will remain on that step until June 30, 2014. On July 1, 2014, the unit member's salary will be determined by granting the unit member step movement equal to one half of the amount of regular increment between steps 5 and 6. On July 1, 2015, the unit member's salary will be determined by granting the unit member step movement equal to remaining one half of the amount of regular increment between steps 5 and 6 of the then salary schedule. As of June 30, 2016 the unit member's step placement will be step 6 rather than step 8. Unless otherwise agreed, effective July 1, 2016, the unit member will move to step 7. Any staff member residing on a  $\frac{1}{2}$  step effective June 30, 2016 will be advanced to the next step. Example: unit member is on step 19 during the 2013-14 school year, does not meet the requirements necessary to move off of this "locked step" in time for the 2014-15 school year. As a result they remain on step 19 during the 2014-15 school year. At the start of the 2015-16 school year it is determined that they meet the requirements to advance to the next step. For the 2015-16 school year, this staff member will reside on step 19.5 (halfway between steps 19 and 20). On July 1, 2016 (barring the negotiation of a successor

agreement to the contrary) it is the intent of the parties not to require this person to remain on step 19.5, as such the employee will be advanced to step 20 for the 2016-17

All other wage rates and stipends will remain at the amounts in effect on June 30, 2013 for the period July 1, 2013 through June 30, 2015. Effective July 1, 2015, said rates shall be increased by 1.00%.

C. Lane-

1. The salary matrix will be modified by increasing the credits necessary for lane movement from 9 to 30 credits, 12 of which must be graduate course credit, at current lane values.
2. The twelve graduate credit requirement may be met by taking an on-line or direct instruction campus-based course from any of the "Sources" listed in Appendix J provided the course is given in conjunction with a degree granting institution of higher education, that is accredited by the New York State Education Department or any of the following accrediting institutions
  - i. Middle States Association of Colleges and School
  - ii. New England Association of Colleges and Schools
  - iii. North Central Association of Colleges and Schools
  - iv. North Western Commission on Colleges and Universities
  - v. Southern Association of Colleges and Schools Commission on Colleges
  - vi. Western Associations of Colleges and Schools
3. Only Columns BA, BA15, MA, MA30, MA60 and MA90 will remain on the salary schedule effective July 1, 2014. It is understood that most staff members will not be on these particular lanes during 2013-14 and based on the salary terms outlined above, staff will not be moving lanes anyway, however beginning in 2014-15 and

beyond, staff who have not attained enough credits to advance to the new salary lanes will remain at their old lane (a multiple of nine) with no salary advancement as it pertains to lane until such time that they advance to one of the new lanes. At that time the staff member will be transitioned to the new salary schedule. Example: An employee who resides in the current MA9 lane will remain on the MA 9 lane until such time that they obtain at least 21 more credits, thereby advancing them to MA30.

- a. Lane movement shall be limited to 1 column every two years, to occur once in September. The first lane movement possible will be September 2014.
- b. Courses offered by College or Universities applicable to the unit members duties shall be added to the list of "Sources" set forth of in Appendix J of the contract.
- c. The parties acknowledge that the conversion of the salary schedule from one based upon columns (lanes) consisting of a nine (9) credit requirement for movement to one based upon columns (lanes) consisting of a thirty (30) credit requirement for movement will require a transition period. Hence, those unit members whose current salary schedule placement places them below any new schedule thirty credit column will be permitted to obtain sufficient new credits to move to the new thirty credit column notwithstanding the limitation that unit members are limited to column movement once every two years. Once having obtained placement on any new salary schedule 30 credit column, the two year limitation will apply. Lane movement based on current 9 credits lane structure will no longer be permitted. The 12 graduate credit requirement will be prorated during

this transition from 9 credit lanes to 30 credit lanes as follows:

#### Scenarios

- A staff member resides on the current MA27 lane and wants to move to MA30 three credit advancement; graduate credit requirement waived for this initial 3 credit advancement.
- A staff member resides on the current MA 54 lane and wants to move to MA60 a 6 credit advancement; graduate credit requirement waived for this initial 6 credit advancement.
- A staff member resides on the current MA81 lane and wishes to advance to MA90 a 9 credit advancement; at least 3 of the 9 credits must be graduate credits.
- A staff member resides on the current MA18 lane and wishes to advance to MA30 a 12 credit advancement; at least 4 of the 12 credits must be graduate credits
- A staff member resides on the current MA45 lane and wishes to advance to MA60 a 15 credit advancement; at least 5 of the 15 credits must be graduate credits
- A staff member resides on the current MA72 lane and wishes to advance to MA90 an 18 credit advancement; at least 6 of the 18 credits must be graduate credits
- A staff member resides on the current MA9 lane and wishes to advance to MA30 a 21 credit advancement; at least 7 of the 21 credits must be graduate credits
- A staff member resides on the current MA36 lane and wishes to advance to MA60 a 24 credit advancement; at least 8 of the 24 credits must be graduate credits

- Once the transition from the current 9 credit lane salary schedule is completed for all staff 12 of every 30 credits must be graduate credits

Notwithstanding the foregoing, those unit members possessing sufficient numbers of approved and completed course credits as of October 8, 2013, who are placed on salary schedule column MA 27 or salary schedule column MA 54 as of June 30, 2013, shall in the case of those on MA 27 be permitted to move to MA 60 effective the second year of this contract; and those on MA 54 be permitted to move to MA 90 effective the second year of this contract. The requirement that a unit member obtain 12 graduate credits for a lane movement shall not be applicable to the foregoing lane movements only.

- D. Calendar- The calendar shall consist of 182 days of instruction and three Superintendent conference days. In all other respects the calendar provision of the contract shall remain unchanged.
- E. Leadership positions- Appendix "A" hereto shall be incorporated as an appendix to the Labor Agreement between the parties and shall replace the provisions of Section XIX(H) of the contract, in its entirety.
- F. Professional Projects Fund- delete.
- G. Secondary Teacher class-coverage to be maintained at 2012-13 levels- at the end of the contract period, June 30, 2016, unless the parties negotiate , terms to the contrary, the number of unpaid coverages required as per Article V Section C paragraph 6 will revert to two per year.
- H. The furlough day shall be eliminated.
- I. Committee to Review Professional Assignments in the Special Education Department-
- A joint committee of three Executive Committee members of the Association and three administrators appointed by the Superintendent of Schools, including the Director of Special Education, shall meet at mutually agreeable dates to discuss the use of staff and staff schedules to

achieve maximum effective utilization of work time, including review of common planning time in the context of the use of a co-teaching model, teaching assistant support, summer curriculum development, limiting the number of different preparations for collaborative teachers.

J. Speech Therapists-

1. Speech Language Therapists will be paid according to their position on the Teachers' Salary Schedule and it is expected that the assignment will be according to the regular teacher work year. In the event employee is requested to work beyond the regular teacher work year and accepts, s/he will be compensated at the rate of 1/200th of his/her annual salary for each additional day of employment.
2. To provide the flexibility necessary for Speech Language Therapists to meet with parents, other faculty members, and cooperating professionals, and to provide services to students, the Speech Language Therapists' duties shall be within clinical services and they shall not be assigned other duties that would interfere with this flexibility.



K. APPR appeals process-

APPR appeals process- The following language shall be inserted in paragraph 4 of Exhibit A of the APPR Appeals Process set forth in a Memorandum of Agreement dated December 20, 2010

Upon receipt of the appeal, the Assistant Superintendent shall consult with two members of the bargaining unit annually designated by the Association President concerning the appeal. The teachers shall review all pertinent documents and shall provide the Assistant Superintendent with their professional view of the substance of the appeal at appropriate occasions but within the time frames for appeals set forth herein. The final determination of the appeal shall be vested in the Assistant Superintendent for Instruction. The teachers shall keep all information obtained through their participation in review of the appeal in strict confidence.

L. Travel Time for staff shared between schools- The contract shall be amended by insertion of a provision that staff shared between schools shall be allotted 30 minutes of travel time effective September 1, 2014. Effective September 1, 2014, unit members required to travel between different buildings for their assignment shall be granted a \$1,000 annual stipend (prorated for part-time employees). The parties will establish a committee composed of an equal number of District and Association representatives to develop recommendations regarding preparation time for staff that are assigned to more than 1 building. In the event the committee recommends and the District implements an ameliorative solution, the \$1,000 stipend shall no longer be paid.



M. Compensatory time when an employee cannot be granted lunch/prep time due to Committee on Special Education meeting. If staff are required to attend CSE meetings after school or during the summer, they will be paid based upon the tutorial/substitute hourly rate shown on schedule B/B1. Employees will be paid based only upon the actual amount of time they spend at the CSE.

In the event a CSE meeting requires the attendance of a staff member during the day, the following will occur:

If the meeting is held during the time that the staff member is scheduled for regular instruction, no adjustments will be made to the employees

schedule of prep time. If the CSE meeting is scheduled during a time that the staff member has a preparation time or lunch time, the building principal will utilize substitute teaching staff to provide a replacement preparation time or lunch time for the teacher. It is understood that a replacement prep time will be scheduled as soon as practicable based on availability of substitute teaching staff.

- N. Voluntary Transfers- The following shall be added to the parties' contract:
1. *The District shall provide notification to all members of the KLDTA regarding the opportunity to submit a request for a voluntary transfer, in accordance with the Voluntary Teacher Preference Forms, along with any other written request for voluntary transfer submitted by the noted deadline, when reviewing teacher placements for the following school year. The submission of the form shall not result in any negative action against a teacher making such request.*
  2. *The District shall consider the requested voluntary transfers to assignments as detailed in the Voluntary Teacher Preference Forms, along with any other written requests for voluntary transfer submitted by the noted deadline, when reviewing teacher placements for the following school year. The submission of the form shall not result in any negative action against a teacher making such request.*
  3. *The KLDTA acknowledges the District's management right and responsibility for ultimately assigning and transferring personnel to positions in the District.*
- O. Retirement Incentive- During January of 2015, at either parties' election, the District and the Association shall engage in reopener negotiations respecting the establishment of an Early Retirement Incentive for the 2015-16 school year.
- P. MOA meetings with BOE and KLDTA- Delete Article IV Section C from the contract.

Q. Occupational Therapists- Incorporate Appendix B attached hereto as an Appendix to the parties' agreement.

1. The salary schedule and the terms set forth in Appendix D (to be incorporated into CBA) shall be effective September 1, 2013. m  
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2. The following provision regarding Lauri Griffin, a nurse employee of the District, shall not be incorporated into the labor contract and shall survive execution of the parties' labor contract. One Staff member Lauri Griffin will be "red circled" and as such will not progress on the salary schedule set forth in Exhibit A. Instead Ms. Griffin will be paid an annual salary of \$80,000. Ms. Griffin will not be entitled to longevity or any other salary adjustments for credit advancement, etc. outlined in the above referenced side letter. During the 2013-14 school year only Ms. Griffin shall be paid a one-time bonus of \$5,000. This one-time bonus amount will not be added to any future base earnings and will only be paid for this one year. Wages for Ms. Griffin for future years shall only be increased by any "across the board" wage adjustments afforded to the KLDTA. For example - In 2015-16 the across the board wage increase is 1% for the entire KLDTA. Ms. Griffin shall be entitled to that wage increase in 2015-16. No other step allowances, etc. shall apply. Ms. Griffins salary for the 2014-15 school year shall be \$80,000. sg  
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R. Nurses- See exhibit C

S. Nurse Sub Scheduler- A stipend will be established in the amount of \$2,700 for the position of "Nurse Substitute Scheduler." This position shall be posted and interested nurses may apply. The Superintendent of Schools shall make the final recommendation to the board of Education regarding the successful candidate. It shall be the responsibility of the

person in this position to arrange for coverage of nurses when absences occur and/or additional staff are needed for class trips or other reasons.

T. Benefits Trust– Adjust the District’s per teacher contribution amount for the year indicated as follows:

2013-14:	\$1,400
2014-15:	\$1,450
2015-16:	\$1,500

U. Health Insurance implementation- The labor contract shall be amended by the following:

- Limit opt out to “otherwise” eligible single and married staff. The contract shall be compliant with NYSHIP Rule 133r.
- Notwithstanding the switch to Empire, those patients undergoing active care for an acute injury or illness as of January 1, 2014 shall be permitted to complete their course of treatment for the particular acute injury or illness with the same health care provider and/or facility without additional out of pocket costs to the patient for a period of ninety (90) days from January 1, 2014, i.e. any additional out of network costs resulting solely from the transition in health insurance plans shall be reimbursed to the employee by the District for a period of ninety (90) days from January 1, 2014 at the levels approved by the District’s health plan.
- The percentage unit member contributions set forth in in the contract shall continue during the term of this contract.
- Pursuant to the parties’ agreement to transition from the District’s self-insured health plan to the New York State Health Insurance Program (“NYSHIP”), effective January 1, 2014, all references to “Katonah-Lewisboro School District

Self-Insured Health Benefit Plan" shall be eliminated from the labor contract.

- The parties agree that, effective January 1, 2014, the provision of health insurance benefits shall be in accordance with the NYSHIP Plan Rules.

- Notwithstanding any provision to the contrary, effective July 1, 2013 the labor contract shall be amended to provide:

*Those employees who are vested retirees under TRS who have left the employ of the District on or before July 1, 2013 shall be required to enroll in the District's health plan, effective January 1, 2014, on an individual or family basis, upon payment of the required premium plus two (2) percent in accordance with the Comprehensive Omnibus Budget Reconciliation Act ("COBRA") in order to be eligible for health insurance into retirement, as set forth in paragraph (B)(2) of this Article. Failure of the employee to enroll in the District's health plan as specified above will result in a permanent forfeiture of benefits under this Article.*

*After July 1, 2013, only staff who are vested retirees under TRS who leave the employ of the District who are within five (5) years of age eligibility for retirement into the Teacher's Retirement System ("TRS") shall be required to enroll in the District's current health plan on an individual or family plan basis upon payment of the required premium plus two (2) percent in accordance with the Comprehensive Omnibus Budget Reconciliation Act ("COBRA") in order to be eligible for health insurance into retirement, Failure of the employee to maintain coverage as hereinbefore required will result in the forfeiture of health insurance coverage. This provision shall survive execution*

of a more formal agreement and shall be in accord with the Rules of NYSHIP.

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NEGOTIATING REPRESENTATIVES OF KATONAH LEWISBORO  
UNION FREE SCHOOL DISTRICT  
TEACHERS ASSOCIATION

dated: Sandra Grebunar

dated: 10/8/13 Groff Carter

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NEGOTIATING REPRESENTATIVES OF THE BOARD OF EDUCATION  
OF THE KATONAH LEWISBORO UNION FREE SCHOOL DISTRICT

dated: 10/8/13 [Signature]

dated: Paul [Signature] 10/8/13

## Appendix A

### *Appointment to Leadership Positions:*

1. *A job description shall be established and published prior to implementation of and posting for each leader/liaison position after the recommendation of the Joint Committee is made and reviewed by the Board of Education and Superintendent of Schools, as hereinafter set forth.*
2. *Candidates for leadership/liaison positions will be selected by the department, team, or group in which they are a member, and submitted for approval by the Superintendent of Schools. Leadership/liaison appointments shall be for a term of 2 years.*
3. *Where multiple candidates for the position are submitted by the department, the Superintendent may appoint or decline to appoint from among those candidates. If the Superintendent declines to appoint any of the candidates, a department may choose to select an additional candidate; that person may or may not be appointed to the leadership/liaison position for the department. If the Superintendent declines the second candidate, the position will remain unfilled that year.*
4. *In the event only one person is recommended by the department, the Superintendent may appoint or decline that candidate. If the Superintendent declines the individual candidate, the department may choose to solicit an additional candidate that person may or may not be appointed to the leadership/liaison position for the department. If the Superintendent declines the second candidate the position will remain unfilled for that year.*
5. *Leaders/liaisons shall be evaluated annually by a district administrator, who shall be selected by the Superintendent or his/her designee, and identified in the postings seeking to fill openings for each leadership/liaison position. Criteria to be included in the annual evaluations shall be established by the District in conjunction with the KLDTA, and distributed to leaders/liaisons and/or candidates for leader/liaison positions prior to the beginning of each school year.*
6. *If a leader/liaison receives an unfavorable evaluation, the department/team will recommend a replacement.*

7. Leaders/liaisons may not serve more than 2 consecutive terms. After not holding a leadership/liaison position for at least a two-year period, former leaders/liaisons may again serve up to two more consecutive two year terms.
8. Leaders/liaisons must have tenure in the areas of their responsibility and also have participated in a District/Association, jointly developed Leadership/liaison Training Program.
9. Rates of Pay: The stipend for Curriculum Coordinator shall be in the amounts shown below:
  - a. 2013-14 Rates – will be prorated for partial year of service during first year of implementation.
  - b. 2013-14 Positions and Rates to be added to B3 Schedule:

School	Stipend
<b><u>John Jay High School</u></b>	
Math Curriculum Coordinator	\$7,500
Science Curriculum Coordinator	\$7,500
Social Studies Curriculum Coordinator	\$7,500
ELA Curriculum Coordinator	\$7,500
World Language Curriculum Coordinator	\$7,500
<b><u>John Jay Middle School</u></b>	
Math Curriculum Coordinator	\$7,500



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<i>Science Curriculum Coordinator</i>	\$7,500
<i>Social Studies Curriculum Coordinator</i>	\$7,500
<i>ELA Curriculum Coordinator</i>	\$7,500
<i>World Language Curriculum Coordinator</i>	\$7,500
<b><u>Elementary Schools – 1 position at each elementary school</u></b>	
<i>K-2 ELA</i>	\$4,500
<i>K-2 Math</i>	\$4,500
<i>3-5 ELA</i>	\$4,500
<i>3-5 Math</i>	\$4,500
<b><u>Additional Positions</u></b>	
<i>Guidance Leader</i>	\$4,500
<i>Performing Arts Curriculum Leader</i>	\$7,500 (If split by 2 staff stipend is divided into 2 stipends of \$3,750 – If split by 3 staff - elem, middle school high school - stipend will be \$3,500 per person)

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<i>Visual Arts Curriculum Leader</i>	<i>\$7,500 (If split by 2 staff stipend is divided into 2 stipends of \$3,750 – If split by 3 staff - elem, middle school high school - stipend will be \$3,500 per person</i>
<i>Health/Physical Education Curriculum Leader</i>	<i>\$7,500 (If split by 2 staff stipend is divided into 2 stipends of \$3,750 – If split by 3 staff - elem, middle school high school - stipend will be \$3,500 per person</i>
<i>Library Curriculum Leader</i>	<i>\$4,500</i>
<i>JJHS/JJMS – Tech, Business, Home and Careers</i>	<i>\$7,500</i>
<i>Liaison Positions</i>	
<i>Speech and Language</i>	<i>\$1,000 per district</i>
<i>Psychologist</i>	<i>\$1,000 per district</i>
<i>Social Worker</i>	<i>\$1,000 per district</i>
<i>Nurse/OCC therapists</i>	<i>These two pair together – no extra stipend above nurse coordinator stipend</i>

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<i>Special Ed</i> <i>1-position shared between LES and MPES</i>	<i>\$1,000</i>
<i>Special Ed</i> <i>1-position shared between KES and IMES</i>	<i>\$1,000</i>
<i>Special Ed</i> <i>1-position JJHS</i>	<i>\$1,000</i>
<i>Special Ed</i> <i>1-position JJMS</i>	<i>\$1,000</i>
<i>RTI/Interventionalist</i>	<i>\$1,000 per district</i>
<i>Elem Social Studies and Science – 1 per science and Social studies per elementary school – curriculum leaders</i>	<i>\$4,500 ea.</i>

***Joint Committee on Leadership Positions:***

1. *A joint Committee consisting of three (3) members of the Association’s Executive Committee appointed by Association President and three (3) central office administrators appointed by the Superintendent of Schools, which may include the Superintendent of Schools, shall meet to accomplish the following tasks.*
  - a. *Preparation of appropriate job descriptions for the position of Curriculum Coordinator and Liaisons. The committee on or before December 15, 2013 shall*

*transmit its recommendations to the Superintendent of Schools for action by the Board of Education in promulgating job descriptions. Although Leaders'/liaisons' duties may include assisting teachers with curriculum, classroom management, budget preparation, communication with parents and other related professionals, and other instructional related duties, Leaders/liaisons are not supervisory personnel and will not be a contributor to any teacher's evaluation.*

2. *It is understood that the appointment of individuals to Curriculum Coordinator and Liaison positions if practicable will occur prior to December 15, 2013 by the Board of Education upon the recommendation of the Superintendent of Schools pursuant to the selection process herein set forth. Nothing in this section shall be interpreted as establishing that the establishment of these positions equates to hiring quotas. Leadership and Liaison Positions will be posted and filled in the discretion of the Superintendent of Schools and the Board of Education.*

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**Appendix B**

A. The following provisions of the 2006-2011 KLDTA Agreement will be applicable to Occupational Therapists:

Article I	Recognition (*Add "Certified Occupational Therapists)
Article II	Negotiation
Article III	Grievance Procedure
Article IV	Teacher Administrator Liaison
Article X (A)(1), (2), (5), (6), (7), (8); (B) (2)	Teacher Evaluation
Article XI	Teacher Facilities
Article XII	Use of Facilities
Article XIII (A), (B)	Approved Leave
Article XIV (A)(3); (B)(1),(2); (C)	Professional Leave
Article XV	Extended Leave of Absence
Article XVI	Protection
Article XVII	Personal Injury Benefits
Article XVIII	Professional Project Fund
Article XIX (B),(C), (D), (F), (I)	Salaries
Article XX (A), (B), (C), (D), (E)	Benefits
Article XXI (A), (B), (C), (D), (E), (F), (H)	General
Article XXIV	Duration of Agreement
Schedules A, B/B1, B/B2, B/B3	Salary/Extracurricular Pay (*Add OT Salary Schedule to Schedule "A")
Appendices	A - Evaluation (Add OT Guidelines); B; C; D; E; G; H; L

*\*The term "teacher" shall include Certified Occupational Therapists for purposes of the above referenced Articles.*

*In addition to the foregoing, the following shall apply solely to Certified Occupational Therapists:*

*B. Salaries:*

- 1. The salary schedules for the school year July 1, 2013 – 2014 is set forth in Appendix D hereof. Said salary schedule shall be effective September 1, 2013.*

*15/19/13  
3/10/13*

*C. Work Day and Work Year:*

- 1. The work year for OTs shall be equivalent to the student days of instruction and assessment, as identified in the school district calendar. The exact dates of work may be modified only as a result of changes made to student days of attendance due to emergency closing of the district or a particular school. OTs may be required to work up to an additional five (5) days for staff and professional development activities. OTs required to work any of the aforementioned five (5) additional days shall receive notice at least ten (10) days in advance. OTs working in excess of 185 days, shall be paid by the hour based upon his/her daily rate. Days worked in excess of 185, must receive prior written approval by a Supervisor.*
- 2. OTs shall work 7 hours a day, thirty-five (35) hours per week, which shall include a paid, duty-free lunch period of forty-five (45) minutes daily, as well as a thirty (30) minute daily preparation period. Additionally, as part of OTs daily schedule, a thirty (30) minutes professional duty period shall be scheduled within the existing day for purposes of professional duties including, but not limited to: RTI, consulting with teachers, parent conferences, CSE meetings, etc. Said duties shall be directed by the Building Administration.*
- 3. OTs shall be required to attend one (1) faculty meeting monthly.*
- 4. OTs shall be required to attend to five (5) hours of staff development meetings annually and five (5) hours of self-directed professional development annually, as described in Article V(A)(6)(d).*

D. *Career Development Program:*

*The District and the Association believe that all staff should be life-long learners, be encouraged and supported in their endeavors to achieve excellence, expand knowledge of practices in their areas of responsibilities, and remain proficient in skills and practices in their area.*

*It is also recognized that OTs motivation and initiatives for self-improvement need be honored. The OTs will be encouraged to further their development by attending workshops, conferences, or other learning opportunities that are related to and/or enhance knowledge and skills to meet job responsibilities. However, under no circumstances will the District compensate OTs for those credits/hours necessary to maintain a license.*

1. *The District shall compensate OTs the "In-service Participant Rate" for hours spent successfully attending college courses, participating in seminars and/or conferences in areas pertaining to their work. OTs desiring credit under this program must receive approval prior to taking the course, seminar, or conference.*
2. *The District will grant compensation for all approved seminars, conferences or courses. The criteria for courses being approved shall be at least one of the following:*

*Related to current job responsibilities;*

*Part of a Degree program related to job responsibility; or*

*District Goals*

3. *Procedure:*

*The request procedure for course/workshop approval is submitted to the Assistant Superintendent for Human Resources or his/her designee.*

- a. *All payments will be paid as earned*
- b. *Should the District want to have the OTs participate in an offering that can only be scheduled outside the normal workday, the District will meet with the Association to work out the details of compensation and time.*

- c. *All credits earned will accrue at the rates in effect at the time earned.*
- d. *Payment will be made based upon hour spent earning Continuing Education Units (CEU). For those CEUs that don't specify hourly requirements, the following formula of one (1) CEU for each fifteen (15) contact hours will be utilized. For example and example only, if an OT participates in a one (1) credit CEU, he/she shall earn fifteen (15) hours of contact time for purposes of the Career Development Program.*
- e. *Career Development payments will be made upon the successful completion (passing grade) and with the submission of proof of payment for the workshop, course, etc.*

*Note: If the District pays the cost of registration, tuition, and/or salary to attend the above, credit for additional payment may not be earned.*

4. *Payment:*

*Payments for Career Development will be in accordance with the "In-service Participant Rate" which is currently \$44.00 per hour. Payment under the Career Development Program shall be a one-time only payment and shall not be added to the base salary of an OT.*

*As an example and example only, if an OT is approved to participate in a thirty (30) hour CEU; he/she shall be paid a one-time payment of \$1,320.00.*

E. *Seniority:*

*An OT's date of hire or re-hire shall be his/her seniority date for purposes of layoff, recalls and in consideration for promotion or transfers. Layoff and recall shall be in accordance with Civil Service Law.*

F. *Evaluation:*

*Procedure:*

*Evaluations are to be conducted by the building principal or his/her designee, in consultation with the building principal (hereafter referred to as the "evaluator"). Evaluations for OTs shall be conducted annually.*

*A written draft of the evaluation should be provided to the OT for review at least two (2) days prior to the evaluation meeting. The final copy of the evaluation will*



be provided, for the OT's comments and signature, within seven (7) working days of the evaluation meeting.

G. *Discipline and Dismissal:*

*Discipline and Dismissal shall be in accordance with Civil Service Law Section 75.*

H. *Travel:*

*OTs who are regularly scheduled to work in more than one school during the day will receive transportation allowance at the rate established by the Internal Revenue Service for such travel at the time the teacher performed the travel and incurred the expense. In the event the IRS no longer publishes the rate, the last published rate should be in effect.*

*Mileage requisitions for reimbursement of expenses incurred during the period July 1 through December 31 shall be submitted in accordance with the School District's procedures no later than January 31 of the following year. Mileage requisitions for reimbursement of expenses incurred during the period January 1 and June 30 shall be submitted in accordance with the School District's procedures no later than July 31 of the same year. Except in cases of illness or other circumstances that prevent submission of requisitions, the School District shall have no obligation to pay requisitions which are not submitted in accordance with the time limits set forth herein.*

*OTs scheduled to work in more than one school shall be provided with thirty (30) minutes of travel time between school buildings.*

## Exhibit C – Nurses

The contract shall be modified to reflect the following compensation and work year changes respecting nurses:

- Wage Schedule modifications
  - a. Effective September 1, 2013, step 5 of the salary schedule shall be increased to \$62,422
  - b. Effective July 1, 2014, the salary schedule shall be increased by 1%
  - c. Effective July 1, 2015, the salary schedule shall be increased by 1%
- Longevity
  - a. Effective September 1, 2013 the following longevity awards shall be granted after the indicated years of service in the district:
    - i. After 5 years \$510
    - ii. After 10 years \$1,320
    - iii. After 15 years \$2,460
    - iv. After 20 years \$4,050
    - v. After 25 years \$6,180
- Staff Development - Increase contract reference from \$3,500 per annum to \$4,500 per annum
- Modify the divisor in calculation of per diem rate of pay from 1/216 to 1/200<sup>th</sup> effective September 1, 2013
- National School Nurse Certification award shall be \$750 per annum
- Work Year – Effective the date of ratification of this Memorandum of Agreement the work year for nurses shall be the same as the teacher work year inclusive of Superintendents Conference Days.

EXHIBIT D

*[Handwritten Signature]* 10/10/13  
sg 10/10/13

Certified Occupational Therapist Salary Schedule

ORIGINAL SIGNED

Step	Salary
1	\$60,600
2	\$61,206
3	\$61,818
4	\$62,436
5	\$63,060
6	\$63,691
7	\$64,328
8	\$64,971
9	\$65,621
10	\$66,277
11	\$66,940
12	\$67,609
13	\$68,285
14	\$69,651
15	\$70,347

Longevity: At the start of 23<sup>rd</sup> year: \$4500  
At the start of 30<sup>th</sup> year: \$5500