

Memorandum of Agreement

between

THE BOARD OF EDUCATION OF THE  
BREWSTER CENTRAL SCHOOL DISTRICT OF  
THE TOWNS OF  
SOUTHEAST, PATTERSON AND CARMEL

And

THE BREWSTER TEACHERS' ASSOCIATION

JULY 1, 2013

to

JUNE 30, 2016

Article II – Compensation

A. Add: In year one of the contract, 2013-14, the following will apply:

There will be no increase in salary during the 2013-14 school year, except for graduate credits. Unit members will forfeit any step increase that they would have otherwise been entitled to for the 2013-2014 school year.

Members will only accrue time for years of service for longevity purposes. Additionally, no new longevities will be paid out during the 2013-2014 school year.

In year two of the contract, 2014-15, the following will apply:

The teachers' schedule has been reconfigured according to Schedule A. Schedule A reflects the insertion of new steps 2, 3, 6, 17, and 19, and the renumbering of the remaining steps. Every teacher will be moved to a new cell (equal to old cell), and then moved up one step.

During the 2014-2015 school year the top step shall be increased by 1.3%, split into two equal increases effective July 1, 2014 and February 1, 2015. All financial items in the contract shall also be increased by 1.3% with one-half of the increase effective July 1, 2014, and one-half of the increase effective February 1, 2015 except for the per credit amount.

The nurses schedule will be reconfigured to a ten step schedule according to Schedule B. Schedule B reflects the insertion of new steps 2, 5, and 10, and the renumbering of the remaining steps. Step 10 starts \$1,200 over current step 7. Every nurse will be moved to new cell (equal to old cell) and moved up one step.

The Association agrees to give the District a one time credit of \$130,000 during the 2014-2015 school year, which will be deducted from unit payroll. The \$130,000 shall be divided by the number of unit members on the payroll as of September 1, 2014. Then, that dollar amount shall be deducted from each unit member's annual salary over the course of that fiscal year. This one time credit shall not be considered precedent setting.

\$500 will be added to teachers' 15 year career increment, effective July 1, 2014.

\$200 will be added to nurses' longevity 15 year, effective July 1, 2014.

The teaching assistant schedule, which is a ten step schedule shall not be reconfigured.

In year three of the contract, 2015-16, the following will apply:

A 0.9% increase will apply to all steps.

All financial items in the contract shall also be increased by 0.9% with one-half of the increase effective July 1, 2015, and one-half of the increase effective February 1, 2016.

This will be split into two equal increases, effective July 1, 2015 and February 1, 2016. All unit members who are on step 20 on the teachers' schedule and on step 10 on the nurses schedule during the 2015-2016 school year shall receive an additional 0.9% increase into two equal increases effective July 1, 2015 and February 1, 2016.

\$300 will be added to the Master's degree in July 1, 2015.

\$200 will be added to teachers' 20 and 20A year career increment, effective July 1, 2015.

A \$500 longevity 20 year will be established on the nurses schedule in July 1, 2015.

C. Graduate Credits –

#1. Delete first paragraph. The second paragraph (which is now first paragraph) shall now read as: "Graduate credits and in-service credits will be remunerated in blocks of twelve (12). Teachers hired on or before June 30, 2013, will have up to a maximum of one hundred eighteen (118) such credits. Teachers hired after June 30, 2013 will have up to a maximum of one hundred (100) such credits."

Add: New paragraph: Effective 7/1/2013, the maximum amount of graduate credits and in-service credits to be submitted per year is 12."

D. Guidelines for Course Approval –

#2 – Revise paragraph as follows: "A unit member can only receive remuneration for graduate course credit being offered by a third-party institution, if such credit is accepted for credit by the unit member's institution of higher education which is an accredited university or college. Any graduate course submitted for approval for salary remuneration should comply with at least one of the following guidelines"

- a. Meeting advances in teacher practice in pedagogy, methodology and/or content;
- b. Alignment with teacher and/or building and/or district goals;
- c. Alignment of courses as related to the applicant's assignment;
- d. Courses prescribed by certification requirements in the teaching assignment currently held by the

- applicant or for future course assignment requested by the district;
- e. Courses requested by the school district for the improvement of the teacher and/or
  - f. If a teacher's assignment changes as requested by the District, salary credit will be allowed for certification courses.

# 9- New Paragraph: No employees, other than those in matriculation on July 1, 1998 shall be eligible to receive graduate credit for any courses leading to administrative certification

#10- New Paragraph: Course requests must be submitted for approval at least two weeks in advance of starting. Any course submitted after this date is subject to approval by the district."

#### E. In-Service Courses –

Add: as #1: "The teaching profession as described in D1 above, requires continued studies. In-service credit is recognized as an avenue to achieve this purpose. The in-service course(s) should be chosen to promote district goals and to pursue professional development. Courses taken by teachers shall be in alignment with district and schools goals and should be in areas that are not currently being provided by the district. Evidence must be produced of satisfactory completion of courses and attendance requirements. Should the district not be able to provide courses in these areas of instructional needs, the district may approve in-service courses which meet the following guidelines. "

E. 5 Incorporate athletic MOA

I. 2 – After the word "staff" add: "are in appendix"

I. 5 e – Remove entire section

#### Article III – Benefits

##### A. Insurance

1.a. Strike existing paragraph and replace with " The amount of employee contribution to health insurance shall

be 12% of premium effective July 1, 2012. That amount shall be raised to 14% effective July 1, 2015. Percentage contributions shall be based on the previous year's premium. Effective July 1, 2012, the amount of contribution will not exceed \$2,400 for family coverage and \$920 for individual coverage. Effective July 1, 2015 the amount of contribution will not exceed \$2800 for family coverage and \$1100 for individual coverage.

#### B. Welfare Fund

7. Strike the existing paragraph and replace with: "The Welfare Fund contribution shall be \$2,101 effective July 1, 2013. There will be a one-time credit of \$300,000 to the District deducted from the February 1, 2015 contribution. The Welfare Fund contribution shall be increased as follows: \$2115 effective July 1, 2014; and \$2129 effective February 1, 2015; \$2139 effective July 1, 2015; and \$2149 effective February 1, 2016.

#### G. Unused Sick Leave

1. Add third paragraph: "Those employees hired on or after July 1, 2015 the unused sick day payout will be paid out at the rate of \$150.00 per day and a maximum of 120 days."

### Article IV – Teaching Conditions

#### D. Teaching Conditions (Inclusion)

Replace "inclusion" with "Integrated Co-teaching" throughout paragraphs.

Add: to the last sentence of paragraph #1: "for placement of Special Education in an integrated co-teaching class."

#### E. (Uncompensated Class Coverages)

6 – Strike and replace with “Each teacher shall provide two (2) uncompensated CSE coverage’s per year. Records will be carefully maintained to attempt to reach even distribution of these coverage’s throughout the entire staff subject to scheduling and teacher availability.”

New Paragraph- Compensation for Class Coverage per class as set forth in Appendix F, shall be reduced from \$46.00 per class to \$40.00 per class.”

H. (Textbooks) Add after ‘the selection of all textbooks’:  
“including electronic,”

L. Delete Section L.

#### Article V - Teaching Year, Day and Meetings

##### A. Teaching Year

1. Strike the first two sentences and replace with: “The work year will consist of up to 182 work days. The District may schedule two of these days as Superintendent’s Conference Days the Wednesday/Thursday prior to Labor Day, one district driven and one teacher driven. If only one Superintendent’s Conference Day is scheduled before Labor Day, it must be teacher driven. This will be planned at calendar adaption. At the discretion of the Superintendent, Superintendent’s Conference Days can be scheduled at other times during the school year.”

Replace the numbers 184 in the last sentence to 182 (two places).

##### C. Meetings

2. Revise paragraph as follows: “In the High School and Middle School, certain Tuesdays shall be set aside for department meetings, up to ten (10) hours. These meetings shall not be more than sixty (60) minutes in length, and shall begin as promptly as possible, preferably within fifteen (15) minutes of student dismissal.

D. – Evening Obligations

1 – Delete second sentence of the first paragraph.

Article VI – Teacher Facilities

B. Use of telephones – Delete Section C.

Article VIII – Teacher Evaluation

A. Evaluation Committee:

Delete: paragraphs #3 and #4.

Add new paragraph #3: “The evaluation of teachers will be divided into three areas, those non-tenured, tenured and non-instructional teachers. A parallel process for the non-instructional teachers will be developed by the Evaluation Committee.”

B. Strike all of B (Probationary Teachers): Replace with language from APPR MOA dated 6/ /2013.

C. Strike all of C (Tenured Teachers): Replace with language from APPR MOA dated 6/ /2013.

Add new section G: “A committee consisting of an equal number of representatives of both the BTA and the Administration will convene during the 2013-2014 school year to create standardized evaluation criteria for all stipend and co-curricular positions.

Article XII – Leave of Absence

Section C – Death in the Family will be renamed Section D – Add “domestic partner” after spouse

Section D- Graduation Exercises – will be renamed Section E – Add “domestic partner” after wife.

Section E- Paid Leave for Other Purposes – will be renamed Section F.

Section F – Unpaid Leave– will be renamed Section G.

Section G- Childcare Leave -will be renamed Section H.

**XVIII**

**DURATION OF AGREEMENT**

This contract shall be effective as of July 1, 2013 through June 30, 2016 and continue in full force and effect thereafter until such time as it may be modified by mutual agreement.

BOARD OF EDUCATION, BREWSTER  
CENTRAL SCHOOL DISTRICT

Stephen O. Tambar, Ph.D.  
Board President

THE BREWSTER TEACHERS'  
ASSOCIATION

By E. Kurt 4/9/13  
President