

LINDENHURST BOARD OF EDUCATION
LINDENHURST, NEW YORK

Middle School
Wednesday, May 25, 2016
7:00 p.m.

SPECIAL MEETING/COMMUNITY FORUM AGENDA

Board of Education

Donna Hochman, President
Mary Ellen Cunningham, Vice-President
Linda Aniello
Kevin Garbe
Edward A. Langone
Valerie McKenna
Sean McNeilly
Edward J. Murphy, Jr.
Robert R. Vitiello

Central Office Administration

Daniel E. Giordano, Superintendent of Schools
Vincent A. Caravana, Asst. Supt. for Curr, Instr. & Instr. Pers.
Jacqueline A. Scio, Asst. Supt. for Business
Lisa M. Omeis, Ed.D., Asst. to Supt. for Elem. Curr&Instr.
Brett Kearney, Asst. to Supt. for Spec. Ed & PPS
John Marek, Plant Facilities Administrator

Randy Glasser, School Attorney
Reesa Miles, School Attorney

OPENING OF MEETING:

EXECUTIVE SESSION

Time: _____ p.m.

Motion: _____

Second: _____

Yes _____

No _____

Abstained _____

PUBLIC MEETING

Time: _____ p.m.

Motion: _____

Second: _____

Yes _____

No _____

Abstained _____

Call to Order

Pledge of Allegiance

Moment of Silent Meditation

Fire Code Announcement

Approval of Minutes

BOARD OF EDUCATION'S REPORT TO THE COMMUNITY:

SUPERINTENDENT'S REPORT TO THE COMMUNITY:

AGENDA QUESTIONS FROM THE BOARD OF EDUCATION:

INDIVIDUALS AND DELEGATIONS:

TRUSTEE'S REQUEST:

SUPERINTENDENT'S RECOMMENDATIONS:

#1. Memorandum of Agreement

Resolution: RESOLVED that the Board of Education, upon the recommendation of the Superintendent, approves the Agreement between the Lindenhurst Union Free School District and the Teachers' Association of Lindenhurst, and authorizes the Superintendent to execute same.

Motion: _____ Second: _____

Yes _____ No _____ Abstained _____

SCHEDULES

UNFINISHED BUSINESS

NEW BUSINESS

SUPERINTENDENT'S REPORTS

DATES TO REMEMBER

Monday	May 30		Memorial Day – SCHOOL CLOSED
Wednesday	June 1	8:00 p.m.	Business Meeting – McKenna
Wednesday	June 8	7:00 p.m.	Audit Committee – McKenna
Wednesday	June 15	8:00 p.m.	Community Forum @ SHS
Friday	June 24		HS Graduation
			Last Day of School
Wednesday	June 29	8:00 p.m.	BOE End-of-Year Meeting -- McKenna

EXECUTIVE SESSION

Time: _____ p.m.

Motion: _____ Second: _____

Yes _____ No _____ Abstained _____

5/23/16
11:30 a.m.

MEMORANDUM OF AGREEMENT

Except to the extent same is modified herein, the Collective Bargaining Agreement between the Board of Education of the Lindenhurst Union Free School District (hereinafter referred to as the "District"), and Teachers' Association of Lindenhurst, (hereinafter referred to as "TAL"), expiring on June 30, 2011, shall remain in full force and effect.

This memorandum shall be subject to ratification by the Board of Education and the membership of the unit. The parties' respective negotiating teams agree to recommend such ratification to their principals.

1. **Term** – July 1, 2011 through June 30, 2020

2. **Salary – a) Regular Salaries**

Year 1 – 7/1/11 – 6/30/12 – 0% plus increment

Year 2 – 7/1/12 – 6/30/13 – 0% plus increment

Year 3 – 7/1/13 – 6/30/14 – 0% plus increment

Year 4 – 7/1/14 – 6/30/15 – 0% plus increment

Year 5 – 7/1/15 – 6/30/16 – 0% plus increment

Years 6 through 9 – 7/1/16 – 6/30/20:

1. For the period July 1, 2016 through June 30, 2020, all unit members will remain on step (no movement) and shall continue to be paid pursuant to the step they were paid during the 2015/16 school year. In the absence of a further agreement between the parties to the contrary, step movement shall resume effective September 1, 2020. Teachers with an anniversary date, for step movement purposes, other than September 1st shall be eligible to move on step on the 4th anniversary following the implementation of the step freeze as referred to above.

For the purpose of clarification and by way of example, a person on Step 5 for the 2015/16 school year shall remain on Step 5 through the 2019/20 school year and shall move to Step 6 for the 2020/21 school year.

2. For the 2016/17 school year, each cell of the 2015/16 schedule shall be improved by \$2,000.

3. For the 2017/18 school year, each cell of the 2016/17 schedule shall be improved by \$2,000.
4. For the 2018/19 school year, each cell of the 2017/18 schedule shall be improved by \$2,000.
5. For the 2019/20 school year, each cell of the 2018/19 schedule shall be improved by \$2,000.

NOTE: Notwithstanding the above, teachers shall continue to progress toward the next longevity plateau pursuant to the current practice.

3. **Career Increments – Article VIII – Paragraph F – Opening Paragraph** – Add: “Notwithstanding any policy or practice to the contrary, Unit members hired after the date the Consent Order dated May 7, 2015, is executed by the Grievants and TAL, will be eligible for the longevity payments, as delineated in the CBA, only if they have actually completed the years of full-time service required by the applicable longevity provisions, in the District as a member of the TAL bargaining unit, irrespective of the salary schedule step they were placed on or which they occupied when hired or thereafter. Only full-time in-district service as a TAL bargaining unit member will qualify employees hired after the date this Consent Order for the longevity payments delineated in the CBA. Service in the District in other than TAL bargaining unit positions or service outside the District, shall not be counted or qualify such employees for the longevity payments delineated in the CBA irrespective of their date of hire. Furthermore, service as a substitute teacher, as a substitute for other employees, as a leave replacement, as a part-time employee, or as a CSS whether such service is within or outside the TAL bargaining unit, or the District, shall not be counted and credited for the purposes of longevity, irrespective of the date of hire; and such service will not qualify any employee for the aforementioned longevity payments delineated in the CBA.
4. **Driver Education – Article VIII – Paragraph B(1)** – Add: 2016/17 and each year thereafter - \$59.85.

Course Credits - Paragraph C – Graduate Credit – Add New Subparagraph 4 as follows:

Notwithstanding any contract provision, policy or practice to the contrary, teachers shall be permitted to advance no more than one salary column every year. Column movement shall be effective the September 1st following submission of acceptable proof of course completion, unless such proof is submitted prior to November 1st, in which case, increment shall be retroactive to September 1st.

5. **Health Insurance – Article IX – Paragraph A(1) – Last Paragraph – Delete list of annual contributions and substitute:**

Teachers employed prior to ratification of this memorandum of agreement shall contribute 15% to the cost of premium.

Teachers employed after the ratification of this memorandum of agreement shall contribute 20% to the cost of premium.

Paragraph A(4) – Second Sentence – Delete and substitute: “The payment shall be in the sum of \$9,000.”

Add new last paragraphs as follows:

Effective January 1, 2017, this payment in lieu of health insurance coverage pursuant to the District’s Plan, shall not be available to any unit member who remains covered pursuant to the NYSHIP plan of another. Thereafter, only those unit members who remain covered pursuant to a plan other than that provided through NYSHIP, shall remain eligible for the payment in lieu of participating in the District’s Health Insurance Plan.

Effective for the 2017/18 school year and thereafter (and on a prorated basis for the period January 1, 2017 through June 30, 2017), a calculation shall be made each year as to the number of teachers who would be declining coverage due to participation in the NYSHIP Plan through another plan, either in the District or through another employer. The total sum that would have otherwise been paid this group of unit members through the declination will be divided and distributed equally to all unit members other than those who remain eligible for the declination payment pursuant to this paragraph. Said payments shall be made in the last paycheck in June pursuant to the same rules as are applicable to payment of the declination entitlement and shall be paid as an off-the-schedule annual stipend.

In the event payment for declination of health insurance is reinstated for those participating in NYSHIP coverage through another as a result of legislation or court action, or if the regulation prohibiting or regulating the declination is withdrawn or amended by action of NYSHIP, the stipend referred to herein shall be discontinued effective June 30th of the year of reinstatement and the health insurance declination shall be reinstated effective the following July 1st. Should the declination be reinstated effective prior to any payment of the stipend, said stipend shall not be paid for that year and the declination payments shall be made in lieu thereof. Further, upon reinstatement as per the above, the declination shall thereafter remain in effect in the absence of negotiations between the parties. This provision shall survive the expiration of the contract.

In any event, the payment of the stipend referred to in this paragraph shall sunset and be discontinued effective July 1, 2020. Further, notwithstanding the provisions of this paragraph, unit members hired after the ratification of this memorandum of agreement shall not be eligible for any payment in exchange for declining health insurance coverage, nor shall they be eligible for the annual stipend referred to herein.

Welfare Trust Fund – Paragraph C – First Sentence – Delete all after “the sum of” and substitute:

One Thousand Three Hundred (\$1,300) Dollars per teacher. For 2016/17, this sum shall be increased to One Thousand Five Hundred (\$1,500) Dollars. For 2018/19, this sum shall be increased to One Thousand Five Hundred and Fifty (\$1,550) Dollars. For 2019/20, this sum shall be increased to One Thousand Six Hundred (\$1,600) Dollars. The District’s obligation to contribute to the Trust on behalf of OT personnel shall commence with the 2016/17 school year. Upon the commencement of said contributions on behalf of OT personnel, District Dental, Vision and Disability coverage shall be discontinued.

6. **Elementary Half Days** – **Article X** – Paragraph L(3) – Add new last sentence: “Effective for the 16/17 school year and thereafter, the number of half days shall be increased to three annually at the end of the school year.”
7. **Personal Day** – **Article XIII** – Paragraph B7(c) – Begin sentence with “As to two of such days...”; Add new second sentence: “As to the third such day, no reason need be stated.”
8. **Unused Sick Leave Pay** – **Article XX** – Add new Paragraph C as follows:
 - C. All payments made pursuant to Paragraph B shall be as Non-Elective Employer Contributions pursuant to IRS §403(b). All payments made to the beneficiary or estate pursuant to Paragraph B shall be Non-Elective Employer Contributions pursuant to IRS §403(b), unless such payment is found to be prohibited by Internal Revenue Code, rule, legislative act or court of law, in which case, such payment shall be made as cash.
9. **Retirement Incentive** – **Article XXIII** – Delete and substitute:

The teachers who have submitted irrevocable letters of retirement attached hereto as Schedule A and who have met the conditions outlined below, shall be eligible for the retirement incentive set forth herein:

- a. Said teachers must retire effective the date set forth in the attached irrevocable letters of resignation.
- b. Said teachers must have a minimum of ten (10) full years of service in the Lindenhurst School District.
- c. Said teachers shall receive compensation for unused sick leave at the rate of 75% of the daily rate for a maximum of one hundred and ninety-nine (199) days. Teachers qualified pursuant to Article XX, Paragraph B, who have accumulated 200 days or more shall be paid for each such day of accumulated leave. All payments shall be made on the basis of 1/200th of the final year's salary.
- d. This benefit shall be in lieu of the benefit set forth at Article XX of this agreement.
- e. This benefit shall be applicable only as to those teachers set forth in paragraph "a" hereof and shall sunset effective June 30, 2020.

10. **Miscellaneous – Article XXIV** – Add new Paragraph D as follows:

The District hereby incorporates into this agreement its resolution dated April 28, 2009 extending to unit members the benefits of Section 457 of the Internal Revenue Code and Section 5 of the Finance Law of the State of New York.

11. **Coaches' Salaries – Schedule B** – Add new note to salary schedule:

In the event of extended seasons to participate in Section XI sanctioned events up to and including state championships, coaches shall be paid \$50 per practice, to a maximum of 5 practices per week, and \$100 per contest.

12. **OT Personnel** – New Addendum to contract:

Salary – Effective July 1, 2015, a salary schedule shall be developed for OT personnel which shall be based on the teachers' schedule. Each cell of the OT schedule shall have a value of 85% of the corresponding cell of the teachers' schedule. OT personnel shall be placed upon all BA or MA columns at the next higher step which most closely approximates their current salary. This schedule shall remain in effect for 2016/17, 2017/18, 2018/19, 2019/20 and thereafter until such time as a successor schedule has been agreed upon between the parties.

Longevity – Add the following longevity increments as to actual service in the District irrespective of step placement on the salary schedule:

At the beginning of Year 10 - \$3,000 annually
At the beginning of Year 15 - \$3,000 annually
At the beginning of Year 20 - \$4,000 annually
At the beginning of Year 25 - \$5,000 annually

Total: \$15,000

Health Insurance – OT personnel shall be entitled to participate in the District's Health Insurance Plan and shall contribute 15% to the cost of premium. OT personnel hired after execution of this memorandum of agreement shall contribute 20% to the cost of premium.

OT personnel hired after the ratification of this memorandum of agreement shall not be entitled to receive a health insurance declination payment under any circumstances, nor shall they be eligible for the stipend referred to at Paragraph 5 of this memorandum of agreement.

Lead Occupational Therapist (\$5,000.00 stipend) – (duties above and beyond those of staff OT):

- a) Serve as a liaison to the Assistant to the Superintendent of Special Education and Pupil Personnel Services and the occupational therapy staff;
- b) Provide information on department activities and concerns to the Assistant to the Superintendent of Special Education and Pupil Personnel Services;
- c) Provide guidance and support supervision to the staff therapists in the department;
- d) Provide training for all new department staff members as needed;
- e) Serve as a liaison for Assistive Technology consultants and Lindenhurst School District administration and staff;
- f) Assist with hiring/interviewing new staff;
- g) Compile and distribute orders for annual review testing supplies for each building;
- h) Disseminate information from administration.

Professional Credit - Occupational Therapists shall be responsible to take professional development courses each year (36 hours every three years). The District will reimburse the Occupational Therapist for a maximum of two courses (maximum of \$500) per year per therapist. These courses may not be used for lane movement.

Scheduling – Scheduling should not exceed eight 30 minutes student contact sessions per school day at the elementary level.

At the middle school and high school level, schedules should not exceed five 40 minute student contact sessions per school day.

These sessions may consist of individual, group, consultation or testing sessions.

Group size is determined by IEP mandates or 504 mandates, session size can be anywhere from 1:1 to 5:1.

Non-mandated services (RTI) are typically 5:1

In Grades 6-12, the formal instructional time within the teachers' seven (7) hour working day will be divided into nine (9) periods of equal length.

Five (5) of these periods will be assigned to classroom teaching tasks, one for appropriate building duty, one for lunch, and two for professional preparation.

The following provisions of the TAL contract shall be applicable to OT personnel:

Article I – Recognition – To the extent the contract is applicable pursuant to this addendum.

Article II

Article III

Article IV

Article V

Article VI

Article VII

Article VIII – Paragraph C – Subparagraphs 1, 2, 3 (first two paragraphs only) and new Subparagraph 4 (See Paragraph 4 of this memorandum of agreement).

Article IX – Paragraph A – Insurance – as per Paragraph 12 of this memorandum of agreement

Article IX – Paragraphs B, C, D and E

Article X – Paragraphs A, C, D(1), D(2), F, I, L(1), L(3), N and S.

Article XIII – Paragraphs A, B(2), B(5), B(7), B(8), B(9), B(10)

Article XIV

Article XV – Paragraphs A, B, C, E, F, G, H and I

Article XVI

Article XVII – Paragraphs C, E(2), G and H

Article XVIII

Article XX

Article XXII

Article XXIV

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 23 day of May, 2016

Dated:



DANIEL GIORDANO
Superintendent of Schools
Lindenhurst UFSD

Dated:



MICHAEL PASTORE, President
Teachers Association of Lindenhurst

SCHEDULE A**DRAFT LETTER TO THE SUPERINTENDENT OF SCHOOLS
RE: RETIREMENT INCENTIVE**

[Date]

Dear Mr. Giordano:

Please accept this letter as notice of my retirement from the School District effective [insert date]. I understand that my retirement is irrevocable upon acceptance by the Board of Education contingent only upon my eligibility for the retirement incentive as follows:

Compensation for unused sick leave at the rate of 75% of the daily rate for a maximum of one hundred and ninety-nine (199) days. Teachers qualified pursuant to Article XX, Paragraph B, who have accumulated 200 days or more shall be paid for each such day of accumulated leave. All payments shall be made on the basis of 1/200th of the final year's salary per day. This benefit shall be in lieu of the benefit set forth at Article XX. This benefit shall be applicable only as to those teachers set forth in paragraph "a" hereof and shall sunset effective June 30, 2020.

This incentive is set forth at Paragraph 9 of the memorandum dated _____.