

MEMORANDUM OF AGREEMENT, dated this 9th day of June 2010 by and between the negotiating representatives of the BOARD OF EDUCATION OF THE RYE CITY SCHOOL DISTRICT (hereinafter referred to as the "BOARD" and or "DISTRICT") and the negotiating representatives of the RYE TEACHERS' ASSOCIATION (hereinafter referred to as the "ASSOCIATION")

A. General:

The labor agreement between the parties for the period of July 1, 2004- June 30, 2007, expired on June 30, 2007. The parties herewith agree that said agreement shall be modified effective as of July 1, 2007 to the extent set forth herein, as a result of their collective bargaining for a successor agreement to said expiring contract. Except for the changes to said agreement expressly set forth herein and changes in language to said agreement made necessary by the following agreement, the provisions of said contract shall remain unchanged.

B. Contingencies:

1. This agreement is subject to formal ratification by the BOARD and the membership of the ASSOCIATION. Such ratification shall occur within thirty (30) days of the date of execution of this Memorandum of Agreement. If either party fails to ratify 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 a nullity. Notwithstanding the foregoing, the team of negotiating representatives for each party will urge their respective principals to ratify this Memorandum of Agreement.
2. The parties agree to incorporate this Memorandum of Agreement into a more formal written agreement.

C. Terms:

1. Duration

The Board and the Association agree to a new contract for the term July 1, 2007-June 30, 2013.

2. Salary

2007-2008 – 1.0% increase to the 2006-2007 salary schedule  
2008-2009 – 2.0% increase to the 2007-2008 salary schedule  
2009-2010 – 1.0% increase to the 2008-2009 salary schedule  
2010-2011 – 2.0% increase to the 2009-2010 salary schedule  
2011-2012 – 1.0% increase to the 2010-2011 salary schedule  
2012-2013 – 2.0% increase to the 2011-2012 salary schedule

a) Prior year payments of any kind shall not be granted to any unit members who have separated from employment in lieu of 3020-a charges prior to the execution of this memorandum of agreement by the parties.

b) For those not excluded from C.2.a., prior year payments, for the 2007-2008, 2008-2009 and 2009-2010 school years shall be applied to salaried positions on the salary schedule only. Said prior year payments shall not be applied to the 2007-2008 and 2008-2009 EPEW schedule nor for hourly rates, per diem payments, stipends, per event/activity payments, pink cards, post season play and/or any other monetary item set forth in the collective bargaining agreement prior to July 1, 2010.

c) Hourly rates designated in the current agreement [2004-2007] shall continue for the duration of the new agreement.

d) The parties herewith acknowledge that, notwithstanding the foregoing schedule regarding wage increases, the following shall be applicable with respect to the timing of the wage increases:

1) The prior year payments for the 2007-2008 and 2008-09 school years shall be paid during the 2010-2011 school year, but no later than on or before June 30, 2011;

2) The prior year payment for the 2009-2010 school year shall be paid no later than on or before September 30, 2010.

3. Health Insurance

The health insurance premium contributions for active unit members and retirees shall be as follows for the year(s) indicated:

2007-2008 – 8% (No increase)  
2008-2009 – 10% (effective July 1, 2008)  
2009-2010 – 12% (effective July 1, 2009)  
2010-2011 - 14% (effective July 1, 2010)  
2011-2012 – 14% (effective July 1, 2011)  
2012-2013 – 15% (effective July 1, 2012)

Retroactive adjustments to the employee health contribution shall be deducted from the prior year payments for the same time period to which said contribution is allocable.

4. Salary Schedule Modification

- a) Effective July 1, 2010, the BA+30 column shall be closed to all staff members who would otherwise be new entrants to the column, including new hires. Those who are on the BA+30 column as of July 1, 2010, shall be permitted to move to the next open column on the salary schedule, to wit, the MA column, upon the attainment of the required credits and the issuance of a Master's Degree to the unit member, consistent with C. 4.d. below.
- b) Effective with the execution of this memorandum of agreement by the parties, the BA+15 column shall be closed to new hires.
- c). Effective July 1, 2010, delete existing Article VIII, F. and replace with the following: the salary schedule is amended to add steps 9A, 12A, and 14A, each of which will have an increase at 50% of the incremental increase allotted to step 10, 12 and 15 respectively. See Exhibit A attached to this MOA as an example.
- d) Effective July 1, 2010-Limit column movement to once per school year on either September 1 or February 1 provided that the unit member has been employed by the District for a full year as a unit member. (Article VIII (D))

5. Health Insurance Buyout

Freeze Health Insurance buyouts at the dollar amounts set forth for the 2010-2011 school year for the term of the contract. (July 1, 2007 -June 30, 2013), effective July 1, 2010.

6. Welfare Fund

There shall be no increase to the District's Welfare Fund contribution for the term of the contract. (July 1, 2007-June 30, 2013)

7. EPEW – Rates for EPEW as set forth in Exhibit D are indexed off of the BA Step 1 of the salary schedule, and increase the existing stipends by the across the Board increase set forth in paragraph

C. 2. a above beginning in 2009-2010 (retroactively to July 1, 2009), 2010-2011, 2011-2012 and 2012-2013.

8. Longevity

Increase the existing stipends by \$75 per level for each of the following school years: 2009-10, 2010-11, 2011-12, and 2012-2013.

9. Professional Development

Each year the administration may use up to twenty-one (21) hours in lieu of the current contractual obligation of three (3) professional development days. Full days, if required, shall be included in the Board approved school year calendar. When hours are used in lieu of full days to increase the effectiveness of professional development and flexibly respond to the District's needs, teachers will be notified of the schedule by August 15 for the first semester and by January 15 for the second semester. Hours used shall be in no more than 120 minutes blocks and shall begin at 3:15 p.m. unless teachers must travel to another site and, in those cases, the meeting shall begin no later than 3:30 p.m., unless the daily work schedule changes during the term of the contract.

**Side Letter**

**For the 2010-2011 school year, the parties herewith acknowledge that November 2, 2010, and December 22, 2010 shall be removed from the calendar as professional development work days. In lieu of working the above referenced two work days, unit members shall be required to participate in a total of fourteen hours of professional development, as noted in C. 9. above.**

10. Online Courses

Of the sixty (60) credits beyond a Master's Degree, 12 credits (no more than three (3) in any column movement) may be from on-line courses: six (6) may be inservice courses and six (6) must be approved by a college or university for credit. Special appeals may be submitted to the superintendent for a waiver of the six (6) college or university credit approval requirement.

11. FMLA

FMLA runs concurrently to current applicable contractual entitlements.

12. New Teacher Training

Effective with the 2010-11 school year, new teachers shall be required to work up to three (3) additional days prior to the commencement of the regular work year for the purposes of attending training and orientation. Said additional work days shall be without pay and shall take place during the summer prior to the first full year of employment.

13. Retirement Incentive

**Amount:** \$15,000 through a non-elective 403-b contribution.

**Eligibility:**

- a) Irrevocable letter of resignation for purposes of retirement into TRS, effective June 30, 2010 which must be submitted on or before June 30, 2010.
- b) Minimum of ten (10) years of service to the District as a teacher. The unit member must be eligible to retire into TRS as of June 30, 2010.
- c) Minimum of five (5) individuals must retire in order for the incentive to take effect. The Board retains the sole discretion to waive this minimum.
- d) Maximum of twenty (20) individuals will be eligible for the incentive. In the event that more than twenty (20) individuals apply, the unit members will be granted this benefit based upon seniority in the District. The Board, however, retains the sole discretion to waive this maximum.
- e) Duration: The Retirement Incentive Program shall sunset as of July 1, 2010.

14. Elementary School Teachers-Unassigned Time

Revise language as follows: "...In lieu of a library period, classroom teachers shall have an additional unassigned period per week for a total of six (6) unassigned periods per week. Article VI (B).

15. Definition of Immediate Family

Revise definition of immediate family to include in-laws (whether residing in or out of the teacher's home) and domestic partners. Article XI (C)

16. Release Time for IEP Work

Permit teachers to work at home to complete IEPs provided they maintain confidentiality of all student records and that electronic documents are password protected. Articles V (D) (8) and VI (G).

17. Pay Periods

Pay 2x per month: On or about the 15<sup>th</sup> and 30<sup>th</sup> of each month; 20 or 24 checks

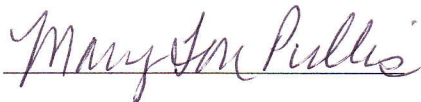
18. Grievance Procedure

Remove Board from the grievance process. (Review Stage, Article XX (D) (4))

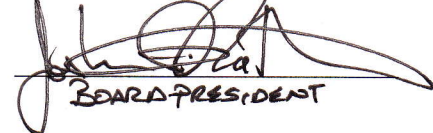
IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representatives this 15th day of June, 2010.

MEMBERS OF THE NEGOTIATING COMMITTEES

FOR THE ASSOCIATION:

  
\_\_\_\_\_

FOR THE EMPLOYER:

  
BOARD PRESIDENT  
\_\_\_\_\_

STATE OF

DATE	DESCRIPTION	AMOUNT	DATE	DESCRIPTION	AMOUNT	DATE	DESCRIPTION	AMOUNT
1/1/00	STATE OF	100.00	1/1/00	STATE OF	100.00	1/1/00	STATE OF	100.00
2/1/00	STATE OF	200.00	2/1/00	STATE OF	200.00	2/1/00	STATE OF	200.00
3/1/00	STATE OF	300.00	3/1/00	STATE OF	300.00	3/1/00	STATE OF	300.00
4/1/00	STATE OF	400.00	4/1/00	STATE OF	400.00	4/1/00	STATE OF	400.00
5/1/00	STATE OF	500.00	5/1/00	STATE OF	500.00	5/1/00	STATE OF	500.00
6/1/00	STATE OF	600.00	6/1/00	STATE OF	600.00	6/1/00	STATE OF	600.00
7/1/00	STATE OF	700.00	7/1/00	STATE OF	700.00	7/1/00	STATE OF	700.00
8/1/00	STATE OF	800.00	8/1/00	STATE OF	800.00	8/1/00	STATE OF	800.00
9/1/00	STATE OF	900.00	9/1/00	STATE OF	900.00	9/1/00	STATE OF	900.00
10/1/00	STATE OF	1000.00	10/1/00	STATE OF	1000.00	10/1/00	STATE OF	1000.00
11/1/00	STATE OF	1100.00	11/1/00	STATE OF	1100.00	11/1/00	STATE OF	1100.00
12/1/00	STATE OF	1200.00	12/1/00	STATE OF	1200.00	12/1/00	STATE OF	1200.00

RTA  
2010/11 Example- amounts to be verified

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60	PHD
1	\$53,692	\$54,980	\$56,270	\$59,758	\$61,048	\$62,337	\$63,625	\$64,914	\$68,564
2	\$55,841	\$57,181	\$58,471	\$61,907	\$63,195	\$64,538	\$65,826	\$67,115	\$70,765
3	\$58,041	\$59,329	\$60,618	\$64,109	\$65,396	\$66,685	\$67,974	\$69,262	\$72,914
4	\$61,478	\$62,765	\$64,109	\$67,545	\$68,832	\$70,122	\$71,410	\$72,698	\$76,350
5	\$64,109	\$65,396	\$66,685	\$70,605	\$72,109	\$73,612	\$75,115	\$76,618	\$79,839
6	\$66,685	\$67,974	\$69,262	\$73,612	\$75,330	\$77,048	\$78,765	\$80,485	\$83,920
7	\$69,262	\$70,605	\$71,893	\$76,618	\$78,604	\$80,537	\$82,524	\$84,511	\$88,485
8	\$71,893	\$73,182	\$74,470	\$79,679	\$81,826	\$84,027	\$86,228	\$88,431	\$92,833
9	\$74,470	\$75,759	\$77,048	\$82,686	\$85,101	\$87,464	\$89,880	\$92,296	\$97,128
9A	\$75,759	\$77,074	\$78,364	\$84,216	\$86,712	\$89,209	\$91,733	\$94,256	\$99,303
10	\$77,048	\$78,390	\$79,679	\$85,747	\$88,323	\$90,954	\$93,585	\$96,216	\$101,477
11	\$80,537	\$81,826	\$83,116	\$89,182	\$91,973	\$94,820	\$97,611	\$100,403	\$105,988
12	\$80,537	\$81,826	\$83,116	\$92,672	\$95,679	\$98,739	\$101,745	\$104,754	\$110,766
12A	\$80,537	\$81,826	\$83,116	\$94,390	\$97,532	\$100,672	\$103,812	\$106,955	\$113,236
13	\$0	\$0	\$0	\$96,108	\$99,384	\$102,604	\$105,880	\$109,156	\$115,705
14	\$0	\$0	\$0	\$99,598	\$103,088	\$106,525	\$110,013	\$113,504	\$120,483
14A	\$0	\$0	\$0	\$101,746	\$105,343	\$108,914	\$112,538	\$116,162	\$123,410
15	\$0	\$0	\$0	\$103,894	\$107,598	\$111,303	\$115,062	\$118,820	\$126,336