

# Dashboard Report

October 5, 2018

- We will be concluding interviews for the Director of Special Education on Friday and will be recommending a candidate on Tuesday. We will discuss the candidate in executive session and then this appointment will be added to the agenda after we reconvene.

We will need to re-advertise the Reading Recovery Teacher position as the NRWTA has refused to sign off on the agreement. I have attached the draft agreement for your review. It is a standard agreement and protects the District (for up to 5 years) insuring that newly trained people have to meet a commitment or pay back the cost of training. The new employee will be assigned to the middle school vacancy. She is very disappointed and was denied an opportunity to speak at the NRWTA's Executive meeting.

- We are working through a significant issue with the capital project at the MS. Due to an error on the architectural plans, the General Contractor is refusing to complete work on some of the walls as they were misrepresented in the plans. The cost difference is \$250,000 for removal/installation. SWBR, Campus and their attorneys are working through the error. I have made it clear that the District will not be paying for the mistake.

Bob and I met with SWBR and presented a serious of concerns to this point. We did the same with CAMPUS as it relates to the construction management. To this point Bob and I continue to spend an inordinate amount of time verifying change order requests, requests for information, billing submissions etc. We will continue to monitor these issues daily.

We will be meeting with both groups on Monday to discuss the construction schedule. There are discrepancies between SWBR and Campus that need to be resolved.

- We received an updated proposal for the purchase of the FH building. The proposal asks for an additional 180 days to process and the District's attorney recommended 90 days. They are amending the proposal and will resubmit when it is prepared.

I would recommend that if asked about the purchase of FH that the Board informs that we have an LOI with Romeo and that any discussion by Romeo with and third parties is not the auspices of the Board. The media will print anything and in a situation like this, things can change rapidly. If you recall a few months ago one outlet printed that FH may be used as a detention center.

- The embargo for the grades 3-8 assessments in both ela and math have been lifted. This information will be presented on Tuesday by Megan and the principals. Also, we just received rankings and we will present that information at a future meeting.
- We will commence the meeting Tuesday as a six-member Board and after we are in session, Danny will announce he will be stepping down. At that time, he will change seats and Paul and Jasen will be invited to join the Board, take their Oaths' of Office and the meeting will continue.
- Tina will distribute a list of events in each school at Board meetings as per Linda's request at each Board meeting so all who are interested can sign up to attend.

If you have any questions or concerns, please contact Linda or me. Also, if you email Linda or me a question or request for information, please copy the entire Board as other members may have the same question. Paul and Jasen will be added to the distribution list on Wednesday.

#### **UPCOMING EVENTS:**

10-9-18      BOE Meeting, 6:00 PM  
11-13-18      BOE Meeting, 6:00 PM

**Memorandum of Agreement**  
**Between**  
**North Rose Wolcott Central School District**  
**And**  
**North Rose Wolcott Teachers' Association**

September 27, 2018

This Agreement is made this 13th day of September, 2018, by and between the North Rose-Wolcott Central School District (the "District), the North Rose-Wolcott Teachers' Association (the "Association), and Andrea Bazin ("Ms. Bazin"), a teacher with the District and a member of the Association (collectively the "Parties"). This agreement shall not be effective and binding until signed and dated by all Parties.

**WHEREAS**, the District and the Association are signatories to a collective bargaining agreement ("CBA") dated 2016-2021, and which is currently in effect as no new agreement has been negotiated;

**WHEREAS**, Article XXVII, Salary and Compensation, Section C. Graduate Hours sets out in paragraph 1 in relevant part as follows:

"Graduate hours beyond the Master's Degree or other credential necessary for permanent certification in the teacher's current position will be approved only if, in the superintendent's sole discretion, the hours are necessary to enhance skills or certification for programmatic reasons supported by the District. ... Graduate credits earned after July 1, 2007 will be compensated at a rate of \$75 per credit hour upon the completion of three (3) hour units for each hour above his/her Masters Degree. This additional compensation shall be paid annually as an amount separate from the base salary (i.e. schedule placement)";

**WHEREAS**, Article XXVII, Salary and Compensation, Section C. Graduate Hours sets out in paragraph 2 in relevant part as follows:

"Newly hired teachers who have not yet earned their Masters Degree will be entitled to tuition reimbursement equal to a dollar amount that is fifty percent (50%) of the SUNY tuition rate.";

**WHEREAS**, Article XXVII, Salary and Compensation, Section E. Hourly Rates sets out in paragraph 2 in relevant part as follows:

“Upon the approval of the ASI or his/her designee, teachers will be paid at a rate of \$30/hour for work that is done outside of the contractual day, including but not limited to:

- a. Curriculum writing
- b. Additional teaching
- c. Attendance at PD workshops outside the school day
- d. Project managers for strategic plan work”

**WHEREAS**, Ms. Bazin agreed to take classes for preparation and certification in Reading Recovery as a benefit to the students of the District where such preparation and certification does not technically fall under the strict interpretations of the terms of the Parties’ CBA as outline above.

**NOW THEREFORE**, the Parties agree as follows:

1. In the 2018-2019 school year, Ms. Bazin will begin taking classes and preparation for certification in Reading Recovery and will continue and complete the required courses and preparation for reading recovery certification.

2. The District has agreed to pay for the enrollment costs and fees associated with Ms. Bazin’s enrollment and training for the Reading Recovery program.

3. The District has offered, Ms. Bazin has accepted, and the Association approves of Ms. Bazin receiving compensation in the form of staff training paid at an hourly rate for her certification in Reading Recovery under Article XVII, Section E., paragraph 2 of the CBA.

4. The staff training hourly payments stemming from the Reading Recovery certification that are approved by the District for Ms. Bazin shall be paid in accordance with District practice and consistent with the terms of Article XVII, Section E., paragraph 2 of the CBA, which could include the submission of claim reimbursement forms and/or time sheets as the District practice may be for Ms. Bazin’s time spent taking classes for the Reading Recovery program.

5. Upon successful completion of the Reading Recovery program and receipt of the Reading Recovery certification, Ms. Bazin agrees that she will remain in the District’s employment for a period of five (5) years starting September 4, 2018, provided, that should Ms.

Bazin voluntarily sever her employment relationship with the District prior to the five (5) year period elapsing, she agrees that the District may recover the full enrollment costs, fees, and any money paid as a result of this agreement, including but not limited to deducting such monies owed from Ms. Bazin's final paycheck or paychecks, as the case may be. The District will discount 20% for each complete year of service rendered by Ms. Bazin from the total costs to be recovered. Should Ms. Bazin's employment be terminated by the District, the District agrees to waive and Ms. Bazin shall not be liable for any repayment of any money under the terms of this agreement.

6. Should Ms. Bazin fail to complete the required classes and preparation for certification in Reading Recovery, the District will not have any obligation to Ms. Bazin and the District may recover the full enrollment costs, fees, and any money paid as a result of this agreement, including but not limited to deducting such monies owed from Ms. Bazin's paycheck or paychecks, as the case may be.

7. The District's recognition of credits and certification for Reading Recovery for Ms. Bazin to be paid as compensation in the form of staff training paid at an hourly rate applies to the specific and unique circumstances inherent in Ms. Bazin's particular situation and, as such, nothing herein or related to these circumstances shall be used or relied upon by either party for any other employee as precedent that is in any way binding or otherwise indicative of any past practice between the Parties.

8. Should Mrs. Bazin take any extended leave, either paid or unpaid, beyond ten (10) consecutive days in duration as permitted under the Parties collective bargaining agreement, such leave time regardless of whether it is paid or unpaid shall be added on to the five (5) year period under paragraph 5 above.

9. This memorandum represents the full and complete agreement between the Parties.

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*[Signatures Next Page]*

**FOR THE DISTRICT:**

Stephen J. Vigliotti, Sr.  
Superintendent of Schools

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**FOR THE ASSOCIATION:**

Andrea Bazin

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Cary Merritt  
Association President

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date