

MEMORANDUM OF AGREEMENT, dated this day of March, 2023 by and between the negotiating representatives of the BOARD OF EDUCATION OF THE MAMARONECK UNION FREE SCHOOL DISTRICT (hereinafter referred to as the "BOARD" and or "DISTRICT") an the negotiating representatives of the MAMARONECK TEACHERS' ASSOCIATION (hereinafter referred to as the "UNION")

A. General:

The labor agreement between the parties for the period of July 1, 2016- June 30, 2023, is due to expire on June 30, 2023. The parties herewith agree that said agreement shall be modified effective as of July 1, 2023 and shall be in effect for three (3) years 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 UNION. 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. **ARTICLE XII-WAGES AND SALARY SCHEDULE ADJUSTMENTS**

- a) Effective July 1, 2023, the salary schedule attached hereto as Exhibit "A" shall be implemented for all teachers. 2.00% shall be added to said salary schedule effective July 1, 2023. The resulting new salary schedule incorporating said increase shall be applicable to all teachers and is attached hereto as Exhibit "A-1". Increment shall be granted effective July 1, 2023.
- b) All unit members hired prior to June 30, 2023 (excluding new hires commencing their active employment with the District on or after July 1,

2023) and who are still actively employed by the District as of November 1, 2023 shall receive a \$1,000 one-time payment not added to base wages. Said payment shall be prorated for eligible part-time employees based upon FTE. Said payment shall be made by separate check and shall be made on or before December 31, 2023.

- c) Effective July 1, 2024, 1.75% shall be applied to the 2023/24 salary schedule (Exhibit "A-1"). The resulting salary schedule incorporating said increase is attached hereto as Exhibit "A-2". Increment shall be granted effective July 1, 2024.
- d) Effective July 1, 2025, 1.75% shall be applied to the 2024/25 salary schedule (Exhibit "A-2"). The resulting salary schedule incorporating said increase is attached hereto as Exhibit "A-3". Increment shall be granted effective July 1, 2025.
- e) Effective July 1, 2023, the 2022/23 salary schedule for psychologists, guidance counselors and social workers shall be increased by 2.00%. Increment shall be granted effective July 1, 2023. Effective July 1, 2024, the 2023/24 salary schedule shall be increased by 1.75%. Increment shall be granted effective July 1, 2024. Effective July 1, 2025, the 2024/25 salary schedule shall be increased by 1.75%. Increment shall be granted effective July 1, 2025. The resulting salary schedules incorporating said increases are attached hereto as Exhibit "B".
- f) Effective July 1, 2023, the salary schedule attached hereto as Exhibit "C" and identified as "C-1" therein shall be implemented for all teaching assistants. The parties herewith acknowledge that said schedule "C-1" has already incorporated a 2.00% base wage increase for unit members. Increment shall be granted effective July 1, 2023. Effective July 1, 2024, the 2023/24 salary schedule ("C-1") shall be increased by 1.75%. The resulting salary schedule incorporating said increase is identified as schedule "C-2". Increment shall be granted effective July 1, 2024. Effective July 1, 2025, the 2024/25 salary schedule shall be increased by 1.75%. The resulting salary schedule incorporating said increase is identified as schedule "C-3". Increment shall be granted effective July 1, 2025.
- g) Effective July 1, 2023, the salary schedule attached hereto as Exhibit "D" and identified as "D-1" therein shall be implemented for all nurses. The parties herewith acknowledge that said schedule "D-1" has already incorporated a 2.00% base wage increase for unit members. Increment

shall be granted effective July 1, 2023. Effective July 1, 2024, the 2023/24 salary schedule (“D-1”) shall be increased by 1.75%. The resulting salary schedule incorporating said increase is identified as schedule “D-2”. Increment shall be granted effective July 1, 2024. Effective July 1, 2025, the 2024/25 salary schedule shall be increased by 1.75%. The resulting salary schedule incorporating said increase is identified as schedule “D-3”. Increment shall be granted effective July 1, 2025.

h) Article XII(B)-Initial Salaries

Delete the following:

“Initial salaries may be set at any step on the salary schedule, provided however, no hire shall be granted more step credit than the total of their years of teaching and teaching related experience.”

Replace with:

“The District shall have the authority to place new hires at any step on the salary schedule after consultation with the Association President. The District shall meet with the Association President to provide the rationale for the District’s decision. Said District determination(s) shall not be arbitrary and capricious.”

i) Article XII(E)-Advancement in Salary Schedule

Delete the following sentence:

In order to obtain salary credit for any course, a teacher must obtain the approval of the Superintendent.

Replace with the following:

In order to obtain salary credit for any course, a teacher must obtain the prior written approval of the Superintendent. Notwithstanding the foregoing, teachers enrolled in a program that culminates in a post baccalaureate degree must submit a request to the Superintendent, in writing, for approval to use the credits for salary advancement. Following program approval, such courses need not be submitted into My Learning Plan individually. Upon completion of the degree requirements, the teacher must submit an official transcript indicating the degree has been conferred in order to be eligible for salary advancement.

j) Article XII(J)-Salaries for Department Heads Chairpersons

Effective July 1, 2023, delete the chart reflecting High School and Middle School positions and replace with the following reflecting Grade 6-12 positions:

School Year	6-12 Department Chairs
2023-2024 and beyond	\$15,500

k) Article XII(Q)-Payment for Extra Curricular Responsibilities

Delete last paragraph and replace with the following:

It is agreed by the parties that the existing rates of pay, programs and such conditions as may alter and affect educational objectives of the District will be recognized and considered in the recommendation of the committee. It is further agreed that the consideration of extracurricular pay and related items does not open other portions of this Agreement.

- 1. Effective July 1, 2023, with the approval of the Principal, all overnight chaperones including Teaching Assistants and Nurses, excluding the advisors of the activity, shall receive \$200 per night.*
- 2. The District recognizes the need for student supervision at certain District events not covered by stipends for extra-curricular events. Therefore, effective July 1, 2023, the District will pay a rate of \$100 per posted evening event and \$150 per posted weekend event when the District deems a chaperone to be necessary for a non-covered event.*
- 3. In order to be eligible for payment, unit members must submit all claims for payment to the Business Office within thirty (30) days of working the covered activity or event.*

l) Article XII(O), (R) and (U)-Claims for Payment

Add the following to each sub-section:

In order to be eligible for payment, unit members must submit all claims for payment to the Business Office within thirty (30) days of completing the work for the associated activity/event/program/assignment.

m) Article XII(T)-Summer Stipends

Delete the first paragraph and replace with the following:

Effective July 1, 2023, teachers who participate in summer curriculum workshops or conferences, those which are outside the 185-day work year, will be paid at a rate of \$300 per day. Teaching Assistants participation in summer curriculum workshops or conferences will be paid at a rate of \$175 per day.

Add the following after the last paragraph:

In order to be eligible for payment, unit members must submit all claims for payment to the Business Office within thirty (30) days of completing the work for the associated activity/event/program/assignment.

2. ARTICLE IV(F)-TEACHER RELATIONSHIP WITH PARENTS

Delete the following:

Any verbal or written complaint that is considered significant enough that the administrator brings the complaint to the teacher's attention must be presented to the teacher, either verbally, or in the case of a written complaint, in writing, with the name of the complainant.

3. **ARTICLE V-PROFESSIONAL CONDITIONS OF EMPLOYMENT**

a) Article V(A)-School Calendar

Delete and replace with the following:

For each year of the Agreement, the calendar shall consist of one hundred eighty-five (185) workdays; two (2) snow days/emergency closings are subsumed in the 185 days.

The 185 days consist of:

1. *One hundred and eighty (180) days of student instruction; plus*
2. *Three (3) Superintendent's Conference days.*
3. *Two (2) snow days/emergency closings*
4. *Beginning with the 2008-2009 school year, unit members shall be required to work twelve and one-half (12.5) additional hours of professional development time (as explained in paragraph 5 below).*
5. *Beginning with the 2013-2014 school year, the calendar shall consist of the following:*
 - a. *Elementary time:*
 - i. *Parent conferences – fall and spring*
 1. *Two (2) half days (currently in Article V(C)(5) of the Agreement).*
 2. *One (1) day from 2:30PM to 5:15PM.*
 - ii. *Nine (9) Wednesday meetings from 3:00PM to 4:20PM, of which unit members shall be permitted to provide input into the agenda for said meetings.*
 - iii. *Ten (10) Wednesday building meetings from 3:00PM to 4:00PM (currently in Article V(C)(8) of the Agreement)*

b. *Middle School and High School time:*

- i. *The ten (10) existing Wednesday faculty or department meetings will extend forty-five (45) minutes beyond the workday.*
- ii. *The ten (10) existing Wednesday department meetings will extend one (1) hour beyond the workday. Effective July 1, 2019, 4 of the 10 existing Wednesday Department meetings that are currently being used for District-wide meetings may be scheduled to end no later than 4:20 P.M. The existing configuration for District-Wide faculty meetings shall continue.*
- iii. *Ten (10) existing Wednesday unit meetings of thirty (30) minutes within the existing workday. (currently in Article V(E)(6) of the Agreement).*

b) Article V(B)-Work Year

Delete and replace with the following:

The work year shall consist of one hundred eighty-five (185) workdays; two (2) snow days/emergency closings are subsumed in the 185 days.

In order to accommodate the possibility of additional snow days/emergency closings, the calendar will include two (2) make-up days.

1. If one (1) or two (2) snow days /emergency closings occur during the school year, the two (2) designated make-up days will not be utilized. (184 workdays if one (1) snow/emergency closing; 183 workdays if two (2) snow days/emergency closings).

2. If three (3) snow days/emergency closings occur during the school year, one (1) designated make-up day will be utilized. (183 workdays).

3. If four (4) snow days/emergency closings occur during the school year, two (2) designated make-up days will be utilized. (183 workdays).

4. *If five (5) or more snow days/emergency closings occur during the school year, vacation/holiday periods will be rescheduled so that there are 183 workdays.*

c) Article V(C)-The Elementary Teachers' Day

Delete paragraph one (1) and replace with the following:

Effective July 1, 2023, the elementary teacher workday shall consist of seven hours and twenty minutes (7 hours 20 minutes) per day, except for Fridays and the day preceding vacations and holidays, when the workday shall consist of seven (7) hours. The elementary workday will begin at 8:00 a.m. and end at 3:20 p.m. On Fridays and on the day preceding holidays and vacations the workdays will begin at 8:00 a.m. and end at 3:00 p.m. Elementary teachers may be called to a meeting between 8:00 a.m.-8:35 a.m. three (3) times per month. A one (1) hour lunch will be provided daily.

Delete paragraph two (2) and replace with the following:

Effective July 1, 2023, students shall arrive forty (40) minutes after the teachers' arrival.

Delete paragraph five (5) and replace with the following:

There will be three (3) parent/teacher conference days in the fall and three (3) parent/conference days in the spring. During the fall and again during the spring, two (2) half days of conferences shall take place, at the District's discretion, either in the morning or in the afternoon. The third parent/teacher conference will be scheduled from 2:30 p.m. to 5:15 p.m. as per Article V (A) of the Agreement. The two half days can be scheduled Monday - Thursday and will operate under the following conditions:

- a. *The Board agrees to encourage parents to arrange conferencing at the scheduled times.*
- b. *On conference days that take place in the afternoon, elementary schools will close at 11:30 a.m. On conference days that take place in the morning, school will start at 12:10 p.m. There will be no lunch hour for students on any half-days.*

d) Article V(E)-Secondary Teachers' Day

Delete paragraphs one (1), two (2) and nine (9) and replace with the following:

1. Effective July 1, 2023, the secondary teacher workday shall consist of seven hours and twenty minutes (7 hours and 20 minutes) per day, except for Fridays and the day preceding vacation and holidays, when the workday shall consist of seven (7) hours.

2. Effective July 1, 2023, the seven hour and twenty minute workday shall be scheduled between 7:45 a.m. and 3:30 p.m. On Fridays and the day preceding holidays and vacations, the workday will end no later than 3:00 p.m. The start time of the school days for teachers shall not change during the school year.

9. Effective July 1, 2023, music teachers who are scheduled to teach a class beginning prior to the start of the school day, shall only be required to remain in school for a total of seven hours and twenty minutes (7 hours and 20 minutes) on the same day as the early class, if there is no meeting scheduled on that day.

e) V(G)-Middle School and High School Assignments

Delete paragraph 2(a) and replace with the following:

Effective July 1, 2023, High School teachers shall be assigned to no more than the average of two hundred and thirty (230) minutes of instructional time per day over the course of a five (5) day week. Within the two hundred and thirty (230) minutes of instructional time high school teachers, with the exception of Physical Education teachers, shall not be assigned more than five (5) classes and one (1) advisory section per year or ten (10) classes and one (1) advisory section per year for those classes that are of a semester's duration. Effective July 1, 2023, High School teachers shall be assigned three (3) duty periods per week.

Definition of Professional Duty Period: The District values the ability to assign teachers to a limited number of professional duties that strengthens practice and responds to the academic and social-emotional needs of students. As such, responsibilities may include appropriate preparation, follow up, and communication.

Duties may consist of one or more of the following assignments:

- 1) Individual or small group tutorial work including AIS and extra help*
- 2) Approved curriculum development meetings*
- 3) Team, department, grade level, etc., meetings*
- 4) Parent conferences or case conferences*
- 5) Academic preparation*
- 6) Research studies*
- 7) Hall duty*
- 8) CSE/IST/Section 504 meetings*
- 9) Meetings with administration, faculty, students and/or parents*

Delete paragraph 2(g) (High School coverage of classes).

Delete paragraph 3(a) and replace with the following:

Effective July 1, 2023, Middle School teachers shall be assigned to no more than the average of two hundred and thirty (230) minutes of instructional time per day over the course of a five (5) day week. Within the two hundred and thirty (230) minutes of instructional time high school teachers, with the exception of Physical Education teachers, shall not be assigned more than five (5) classes and one (1) advisory section per year or ten (10) classes and one (1) advisory section per year for those classes that of a semester's duration. Additionally, effective July 1, 2023, middle school teachers shall be assigned seven (7) duty periods per week inclusive of two (2) of the five (5) unassigned periods per week that are currently within the schedule of Middle School teachers based upon the nine (9) period day which shall be made available for the assignment of duties.

Definition of Professional Duty Period: The District values the ability to assign teachers to a limited number of professional duties that strengthens practice and responds to the academic and social-emotional needs of students. As such, responsibilities may include appropriate preparation, follow up, and communication.

Duty periods may consist of one or more of the following assignments:

- 1) Individual or small group tutorial work including AIS and extra help*

- 2) *Approved curriculum development meetings*
- 3) *Team, department, grade level, etc., meetings*
- 4) *Parent conferences or case conferences*
- 5) *Academic preparation*
- 6) *Research studies*
- 7) *Hall duty*
- 8) *CSE/IST/Section 504 meetings*
- 9) *Meetings with administration, faculty, students and/or parents*

Delete paragraph 3(g) (Middle School coverage of classes).

Delete paragraph 4 and replace with the following:

Substitute Coverage at the Middle School and High School:

- a. *At the beginning of each year there shall be established a list of teachers who volunteer to cover classes for absent colleagues.*
- b. *If outside substitutes are not available, the administration will draw from the volunteer list to cover classes for the absent teacher.*
- c. *It is agreed that all classes will be covered by continuing part-time and daily substitutes. When substitutes are not available, the administration shall seek qualified volunteers.*
- d. *In the event the District is unable to secure volunteers the District shall have the right to assign teachers to cover no more than two (2) periods per year at tutorial compensation. These provisions will be effective for the duration of the Agreement.*
- e. *Any secondary teacher assigned to cover classes, except in those exigencies (subject to review by Teacher/Board Committee) during her/his normal planning period(s), will be reimbursed at the rate of \$60 for a minimum of 20 minutes up to 79 minutes and at the rate of \$80 for 80 or more minutes.*
- f. *At the secondary level, in case of an emergency that leads to a long-term absence, teachers may be administratively assigned to cover classes. If the assignment exceeds five (5) consecutive days and involves assuming full responsibility for the teaching of the course, for example, planning, teaching, completing assessments, and grading, payment will be made retroactive to day one of the assignment by increasing the covering teacher's full-time equivalent by .2.*

4. **ARTICLE X-SICK LEAVE**

a) **Article X(A)-Sick Leave Policy**

Add the following to paragraph one (1):

Effective July 1, 2023, the nineteen (19) days of accumulative sick leave (inclusive of personal sick, personal business and family illness days) shall be prorated throughout the year and shall accrue at the rate of 1.9 days per month.

Add the following to paragraph two (2):

Effective July 1, 2023, self-renewing days may not be utilized by unit members for absences attributable to maternity or paternity leaves (Article XI (B)) or for any absences due to workers' compensation injuries/cases (Article XIII(E)).

Delete paragraph four (4)(a) and replace with the following:

Effective July 1, 2023, personal business days shall be limited to five (5) days in any school year and such absence shall not exceed two (2) days in any one month of any school year. Teachers shall, generally, specify reasons for the request to the extent that the reasons will not divulge confidentiality. Solely for the purpose of religious observance, a third personal business day may be granted (at the discretion of the District in accordance with applicable law) in one month. Any days used for religious observance beyond three (3) in any one month or a total of five (5) in any school year shall be on an unpaid basis (to the extent granted at the discretion of the District in accordance with applicable law). Any paid religious observance days used shall be subsumed within and count towards the five (5) personal day allotment.

Add the following new paragraph six (6):

ATTENDANCE REVIEW POLICY

Effective July 1, 2023, a two (2) stage procedure shall be implemented in the event the District seeks to discipline staff members for alleged attendance abuse, inclusive of excessive use. All initial decisions and subsequent decisions regarding movement between stages shall be made by the Assistant

Superintendent for Human Resources or his/her designee after consultation with the MTA. For Stages 1 and 2 “abuse and/or excessive use” shall be determined by the District in its sole discretion. Said determinations shall be appealable to the Superintendent of Schools whose decision will be final and binding upon the parties. Said determinations shall not be reviewable in any forum, including the parties’ grievance procedure.

Stage 1: Culminates in a counseling letter.

Stage 2: The District may unilaterally impose a disciplinary penalty of a letter of reprimand.

For the purposes of this paragraph, if a unit member has been the subject of Stages 1 or 2 of this process and thereafter goes twenty-four (24) months after the end of that stage without moving on to another stage or the District proceeding to other disciplinary action against that member, then the next action that the District may invoke against that unit member is Stage 1 of this process. For purposes of this section, “accumulative sick leave day” is defined as use of personal sick, personal business or family illness, and “abuse and/or excessive use” shall include, but not be limited to:

- 1. Consistent use of accumulative sick leave days immediately before or after a weekend;*
- 2. Consistent use of accumulative sick leave days immediately before or after an individual holiday and/or recess period (more than 1 day);*
- 3. Regular pattern of use of accumulative sick leave days on a specific day of the week;*
- 4. Excessive use of accumulative sick leave days (10 or more per year for more than one year¹ except for catastrophic or long-term illnesses supported by appropriate medical certificate(s));*
- 5. Misuse of accumulative sick leave days (unit member to be provided with notice and opportunity to be heard).*

Unit members shall be provided with notice and opportunity to be heard in connection with sub-paragraphs one (1) through five (5) above.

¹ The parties herewith acknowledge that the 2022/23 school year will serve as the initial year of the policy implementation for purposes of determining excessive use of accumulative sick leave days.

Add the following new paragraph seven (7):

PERFECT ATTENDANCE BONUS PAYMENT

In the event a unit member is absent 0 times in a school year (9/1-6/30), other than for absence due to bereavement, said unit member shall receive a payment in the amount of \$1,500 (prorated based upon FTE) at the conclusion of each qualifying school year. In the event a unit member is absent 1-2 times in a school year (9/1-6/30), other than for absence due to bereavement, said unit member shall receive a payment in the amount of \$1,000 (prorated based upon FTE) at the conclusion of each qualifying school year. Unit members must work the full school year in order to be eligible for said payment. Those on an unpaid leave of absence for any period of time during the school year shall be ineligible for said payment.

b) Article X(C)-Absence Due to Death in the Family

Delete last sentence and replace with the following:

Employees shall be permitted to use two (2) days due to the death of a grandparent.

c) Add new Article X(G)-Professional Release Time

Special Education Teachers shall be granted one (1) professional day each year to complete IEP reports, with the specific day subject to the approval of the Building Principal which shall not be unreasonably withheld. Requests must be made at least five (5) days in advance in writing.

High School Teachers shall be granted one (1) professional day each year to write college recommendations, provided they have been asked to do so by five (5) or more students, with the specific day subject to the approval of the Building Principal which shall not be unreasonably withheld.

High School Teachers shall be granted (.5) of a professional day to write college recommendations, provided they have been asked to do so by between one (1) to four (4) students, with the specific day subject to the approval of the Building Principal which shall not be unreasonably withheld.

Requests must be made at least five (5) days in advance in writing.

Teachers shall perform all such work on site. Said professional day will not be deducted from a teacher's nineteen (19) accumulative sick leave days.

4. **ARTICLE XI(B)-PREGNANCY OR ADOPTION LEAVE AND CHILD CARE LEAVE**

Delete and replace with the following:

1. NOTICE OF LEAVE OPTIONS AND APPLICATION FOR USE OF ACCUMULATIVE SICK LEAVE/FMLA/CHILD CARE LEAVE

All unit members will be required to file an application for leave under this Article at least (90) days in advance of the requested date of the leave, unless medical circumstances require shorter notice, for all of the following:

a) use of up to eight (8) weeks or ten (10) weeks of their own accumulative sick leave days; and/or

b) use of up to twelve (12) weeks of FMLA; and/or

c) the ability to take Child Care Leaves without pay and benefits, upon written application for a period not exceeding eighteen (18) months, inclusive of time absent due to items 1 and 2 above, from the date of the commencement of the leave

Said written application shall include the commencement date of the leave and shall specify the entire length of the leave period.

Upon the birth or adoption of the child, unit members will be notified of all possible leave options.

2. USE OF ACCUMULATIVE SICK LEAVE AND FAMILY MEDICAL LEAVE ACT (FMLA)

Effective July 1, 2023, unit members shall be permitted to utilize up to eight (8) weeks (natural birth) or ten (10) weeks (caesarean) of their own accumulative sick leave days due to the birth of a child. Self-renewing days may not be utilized by unit members for this purpose. Use of paid leave days shall commence as of the date of the qualifying event (birth of the child). This provision shall be equally applied to all paternity leaves.

A female teacher who takes a pregnancy related leave, as set forth above, shall be permitted to take advantage of sick leave entitlement to the same extent that would be the case were she suffering from some other disability, subject to the above limitations.

A medical certificate of the teacher's physical condition may be required as per Article X, Sick Leave, and the Board may require its own medical evaluation.

Teachers taking Adoption Leave will be permitted to use up to ten (10) accumulative sick leave days for adoptions occurring within the United States. For adoptions occurring outside the United States, teachers taking Adoption Leave will be permitted to use up to fifteen (15) accumulative sick leave days.

Should a unit member wish to access the remainder of the twelve (12) weeks of FMLA, to the extent applicable, it shall be unpaid. Eligibility for FMLA shall be subject to the applicable FMLA requirements.

3. CHILD CARE LEAVE

Male and female unit members will be granted Child Care Leaves without pay and benefits, upon written application, for a period not exceeding eighteen (18) months from the date of the commencement of the leave. The eight (8) or ten weeks of paid leave time as well as the FMLA Leave time set forth above shall be subsumed with this eighteen (18) month period. Dates to return from Child Care Leave will be limited to the first day of the school year (on or about September 1) or the first day of the second semester (on or about February 1). Couples will only be eligible for eighteen (18) months total between them per event.

Unit members who take an unpaid Child Care Leave will not be eligible for a second unpaid Child Care Leave unless and until they have returned to work for two (2) full semesters prior to the commencement of the second Child Care Leave.

Teachers shall not accumulate benefits during such unpaid Child Care Leave(s).

5. ARTICLE XIII(A)-HEALTH INSURANCE-HOSPITALIZATION

a) The parties herewith acknowledge that the schedule of plan changes set forth in the attached Exhibit “E” shall be implemented effective July 1, 2023.

b) Delete Article XIII(A) and replace with the following:

The Board of Education offers individual, two-person or family coverage, whichever applies, to all qualified employees and their dependents.

Teachers, psychologists, guidance counselors, social workers and nurses shall contribute the following towards the annual health insurance premiums:

<u>School Year</u>	<u>Employee Contribution Rate</u>
2023/24	16%
2024/25	17%

Effective July 1, 2023, Teaching Assistants shall be eligible for individual or two-person coverage and shall be required to contribute 3% less than the applicable contribution rate set forth above for said coverage.

The Board of Education will also pay the full cost of the premium for coverage, individually or family, for retirees. Unit members retiring from the District by June 30, 2008 shall not contribute towards health insurance in retirement. Beginning July 1, 2008, retirees who have provided a minimum of ten (10) years of service to the District as a unit member as of the effective date of his/her retirement from the District and into the Teachers' Retirement System shall be eligible for health insurance coverage and shall continue to contribute to the health insurance plan at the percentage in place at the time of their retirement from the District. Retirees shall continue to be eligible for basic Medicare reimbursement as per state and federal regulations.

Effective January 1, 2016, all unit members who are covered under another health insurance plan, under either a spouse or a relative, may opt to waive coverage under this agreement for a full year by completing the appropriate form furnished by the District. In order to be eligible for this option a member of the bargaining unit must certify that he or she has health insurance through another source. An eligible MTA member who is covered as a dependent or spouse on the District's health insurance plan shall not be eligible for the buyout.

MTA members electing to waive their health insurance coverage must do so each year during the applicable open enrollment period with the provisions of this section taking effect on January 1st. Reinstatement to DISTRICT health insurance coverage will automatically occur each year the employee fails to file his/her request for the buyout. Reinstatement shall take place on January 1st and all benefits will be available on that date.

The DISTRICT shall pay to MTA members, as and for a health insurance buyout, the total sum of 10% of the premium cost for individual coverage per year based upon the rate in effect on January 1st. The first half of the payment shall be made on the payroll nearest to June 15 and the second payment shall be made on the payroll nearest to December 15. Such payment will be included in the employees' paycheck for said period.

Payments shall only occur in the event that the MTA member remains on the buyout during the specified period. To the extent that the unit member has a qualifying circumstance which requires him/her to return to District

health insurance during the year (as per the District health insurance plan), his/her buyout monies shall be prorated accordingly.

The parties agree to continue discussions in a committee to be chaired by the Assistant Superintendent of Business and the Assistant Superintendent of Personnel regarding changes to the health insurance plan.

If a tenured teacher is excessed and such teacher is not otherwise eligible for health insurance coverage through the plan of a spouse of another employer, the District shall reimburse such teacher for the COBRA costs paid by such teacher. The District shall continue such payments until such teacher is re-employed, otherwise becomes eligible for health insurance, or for one (1) year, whichever occurs first. A) Such cost shall not be included when comparing the cost of the Mamaroneck Health Plan with any Hypothetical Alternative cost.

c) Article XIII(C)-Welfare Trust Fund

Delete and replace with the following:

For all full-time teachers, psychologists, guidance counselors and social workers, the District will contribute the following per capita amounts to the Welfare Trust Fund:

<u>School Year</u>	<u>Amount</u>
2023-2024	\$1500
2024-2025	\$1500
2025-2026	\$1500

Effective July 1, 2018, the Association shall submit audited financial statements to the Business Office on an annual basis on or before October 1st each year. For the 2017-2018 school year, said statement shall be submitted within sixty (60) days of January 22, 2019.

d) *Effective July 1, 2023 the District will provide per capita amounts to the Welfare Trust Fund no later than November 1st for the term of the agreement.*

e) Article XIII(E)-Compensation for Injuries in the Line of Duty

When a teacher is absent from her/his duties as a result of personal injury caused by an accident incurred in the course of her/his employment under circumstances entitling her/him to benefits under the Workers' Compensation Law of New York, the employee shall receive full compensation from the School District, subject to the following restrictions. Unit members shall be required to use their own accumulative sick leave for each day of absence for up to a period of ninety (90) days. Any sick leave applied to said absence will be restored upon receipt of Worker's Compensation award on a pro rata basis. Self-renewing days shall not be used for Workers' Compensation absences.

Full pay coverage shall extend for a maximum period of ninety (90) days OR during that period for which it is held by the Workers' Compensation Board that the injury is compensable under Workers' Compensation laws, whichever is shorter. The determination of the Workers' Compensation Board that the disability has terminated shall be final and binding upon the unit member.

6. PENDING GRIEVANCES

The MTA shall withdraw all grievances pending as of the date of ratification of this Memorandum of Agreement by the parties in writing and with prejudice.



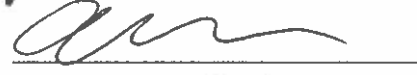

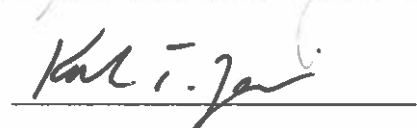

7. SIDE LETTERS

The parties shall meet on or before April 14, 2023, to discuss the side letters to be incorporated into the new collective bargaining agreement.

IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representatives this 13 day of March, 2023.

MEMBERS OF THE NEGOTIATING COMMITTEES

FOR UNION:

FOR EMPLOYER:



