

MEMORANDUM OF AGREEMENT dated this ^{20th} day of April, 2022 by and between the negotiating representatives of the BOARD OF EDUCATION OF THE IRVINGTON UNION FREE SCHOOL DISTRICT (hereinafter referred to as the “BOARD”) and the negotiating representatives of the IRVINGTON FACULTY ASSOCIATION (hereinafter referred to as the “ASSOCIATION”).

A. General:

The labor agreement between the parties for the period of July 1, 2016 - June 30, 2022, will expire on June 30, 2022. The parties herewith agree that said agreement shall be modified effective as of July 1, 2022, to the extent set forth herein, as a result of their collective bargaining for a successor agreement to said expiring contract. Except for 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. **Recognition-Part-Time Benefits (Article I)**

Delete last sentence and replace with the following:

“The contract applies to those professional employees who work full time or “part-time”, part-time being defined as those who have worked a minimum of twenty (20) hours per week on a regular basis.”

2. **Salary (Article IV(A))**

a. Salary Schedules

2022-23	1.4% + \$500 one-time payment for all unit members actively employed by the District as of the effective date of execution of this memorandum of agreement between the parties and still actively employed as of 7/1/22, as well as those who retired at the conclusion of the 2021-22 school year (plus increment effective 7/1/22)
2023-24	1.6% (plus increment effective 7/1/23)
2024-25	1.6% (plus increment effective 7/1/24)
2025-26	1.6% (plus increment effective 7/1/25)
2026-27	1.6% (plus increment effective 7/1/26)

The \$500 one-time payment for the 2022-23 school year shall not be added to base wages and shall be prorated for those working part-time and/or less than a full school year. Said monies shall be paid by separate check on or before January 1, 2023.

- b. Add the following after the third sentence of paragraph 1:

New hires who begin their employment between July 1st-December 31st shall be entitled to step movement the following school year as of July 1st. New hires who begin their employment between January 1st-June 30th shall not be entitled to step movement the following school year. Said new hires shall be entitled to step movement effective July 1st of the subsequent school year.

- c. Editorial-Eliminate references to individual titles and solely reference Appendices A-E
- d. Nurses Salary Schedules

Effective July 1, 2022, delete sub-paragraph (2) and replace with the following:

All nurses shall be placed on the BA column of the teacher salary schedule in accordance with the attached Exhibit "A". Said unit members shall not be eligible for column movement at any time and Article IV(D) shall not be applicable to said unit members in any manner.

3. Paycheck Package (Article IV(B))

Add the following:

The District shall have the discretion to implement a mandatory direct deposit payroll system for all unit members. The IFA shall be provided with reasonable notice of said implementation.

4. Professional Improvement (Article IV(D))

The following editorial revisions shall be made based upon the continuation of the parties' existing practices in connection with the use of the electronic submission process for purposes of professional improvement (currently "My Learning Plan"):

- a. Sub-section (1)(d)(iii)(3)- Delete "signature" and replace with "approval". Delete "sign" and replace with "approve".
- b. Sub-section (1)(d)(iii)(4)- Delete
- c. Sub-section (2)(a)-Delete "classroom" from last sentence
- d. Sub-section (2)(b)(i)-Delete and replace with: "Course notification forms shall be submitted electronically. The catalog course description must be attached to the Form at the time of submission, or as soon thereafter as practicable but prior to the principal's time [see sub-paragraph (iii) below] to review the form.
- e. Sub-section (2)(b)(iii)-Delete "signature" and replace with "approval". Delete "sign" and replace with "approve"
- f. Sub-section (2)(b)(iv)-Delete

5. Longevity (Article IV(E))

Delete and replace with the following:

Teachers will receive the following additional salary per year based upon the indicated years of credited TRS service as of July 1st each year. Therefore, if credited service as of June 30th equals "x", then as of July 1st of the subsequent school year longevity credited years of service shall be "x" + one year. Said longevity will be paid as regular salary, effective the July 1st after the teacher reaches the applicable longevity level, in accordance with the unit member's selected paycheck package:

<i>Years of Service</i>	
<i>15-19</i>	<i>\$500.00</i>
<i>20-24</i>	<i>\$1,700.00 (total)</i>
<i>25-29</i>	<i>\$3,300.00 (total)</i>
<i>30+</i>	<i>\$4,900.00 (total)</i>

The above payment(s) shall not be applicable to school nurses. School nurses will receive the following additional salary per year based upon the indicated years of credited ERS service as of July 1st each year. Said longevity will be paid as regular salary, effective the July 1st after the school nurse reaches the applicable longevity level, in accordance with the unit member's selected paycheck package:

<i>Years of Service</i>	
15	\$1,500.00
20	\$2,000.00 (total)

The above payment(s) shall not be applicable to teaching assistants, occupational therapists, and occupational therapist assistants. Teaching assistants, occupational therapists, and occupational therapist assistants will receive the following additional salary per year based upon the indicated years of credited TRS or ERS service as of July 1st each year. Said longevity will be paid as regular salary, effective the July 1st after the unit member reaches the applicable longevity level, in accordance with the unit member's selected paycheck package:

<i>Years of Service</i>	
25	\$1,600.00
30	\$3,200.00 (total)

Effective July 1, 2022, "Years of Service" shall be determined at the time of hire and shall be defined as the number of credited years of TRS or ERS service at the time of hire. Notwithstanding the foregoing, unit members hired prior to the effective date of ratification of this Memorandum of Agreement and who have been granted more years of service for longevity purposes than their actual credited years of TRS or ERS service shall be held harmless and shall not have their years of service reduced.

6. Compensation for Sixth Period (Article IV(H))

Delete and replace with the following:

All members of the bargaining unit who teach a sixth period will do so voluntarily and will be paid, commencing at the beginning of the school year (prorated for less than a full year's service), in an amount equivalent to the following for the school year indicated:

- 2022-23-14% of MA Step 1*
- 2023-24-15% of MA Step 1*
- 2024-25-16% of MA Step 1*
- 2025-26-17% of MA Step 1*
- 2026-27-18% of MA Step 1*

Unit members teaching a sixth period shall not be assigned non-instructional duties while assuming the responsibilities of such a sixth period course. Payment of said stipend will be paid as regular salary in accordance with the unit member's selected paycheck package

7. Hourly Rates and Professional Development (New Article IV(J))

Add the following new paragraphs:

1. *The curriculum hourly rate shall be calculated as follows for all unit members:*

BA Step 1 salary divided by 200 days divided by 7.25 hours

2. *The contractual hourly rate shall be calculated as follows for all unit members:*

Unit member's base salary divided by 200 days divided by 7.25 hours

3. *Applicability of Rates*

- a) *Summer committee work, as requested by the building administration and approved in advance by the District administration shall be voluntary and paid at the following rates:*

- *K-8 grade level leaders will be paid at the contractual hourly rate or the per diem rate (in the event the unit member works a full day equivalent to 7.25 hours) for summer **leadership** work as requested by the building administration and approved in advance by the District administration.*
- *Instructional coaches will be paid at the contractual hourly rate or the per diem rate (in the event the unit member works a full day equivalent to 7.25 hours) for planning and **leading** staff workshops during the summer as approved in advance by the Assistant Superintendent Instruction and Human Resources.*

- b) *Teachers will be paid at the contractual hourly rate if they are planning and leading a workshop outside of the regular school day or during the summer or other vacation periods.*

- c) *Teachers will be paid the curriculum rate if they are attending a workshop, a seminar, engaging in staff development, or engaging in curriculum work that is conducted outside the regular workday or during the summer or other vacation periods.*

Prior approval from the District administration is necessary for all hours worked outside of the regular school day or during the summer or other vacation periods.

4. *Science Research Competition*

Unit members attending the Science Research Program competition(s) outside of the regular workday/school year shall be paid at the contractual hourly rate of pay for each hour worked.

In the event that two (2) or more members attend the competition at the same time, only one (1) of said unit members shall receive such compensation for their attendance during the same hours. Notwithstanding the foregoing, in the event the attendance of more than one (1) teacher is required by the event organizer, said teacher(s) may attend and will receive compensation for said attendance subject to the prior written approval of the Assistant Superintendent for Instruction and Human Resources who shall have the sole discretion to approve said request.

All other work performed by unit members in connection with the Science Research Program shall be covered by the Science Research Program stipend. No additional payments shall be made for said work.

8. Health Insurance (Article V(A))

a. Premium Contribution (Sub-sections 2-11)

Increase the health insurance premium contribution for teachers from sixteen (16%) percent as follows:

2022-23	16.35%
2023-24	16.70%
2024-25	17.05%
2025-26	17.40%
2026-27	17.75%

Nurses-No increase from 15%; Teaching Assistants-No increase from 7.5%; Occupational Therapists-No increase from 15%; Occupational Therapy Assistants-No increase from 7.5%

b. Change in Health Insurance Plan

Delete first sentence of Article V(A)(1) and replace with the following:

The District may, at any time, provide an alternate health insurance plan(s), provided the new level of benefits under the new plan(s) are substantially equal to or better than the current coverage provided by the District at the time of the proposed change. The Association shall be provided with at least four (4) months' notice of any change to provide an

opportunity for discussion. In the event the Association believes that the new level of benefits under the new plan(s) are not substantially equal to or better than the current coverage provided by the District at the time of the proposed change, said dispute shall be submitted to expedited binding arbitration before one (1) arbitrator selected from a panel consisting of Martin Scheinman, Bonnie Weinstock or Howard Edelman, based upon which arbitrator is first available. If none of the arbitrators are available, an arbitrator shall be selected in accordance with the American Arbitration Association Voluntary Labor Rules. Notwithstanding the foregoing, the Board may change co-pays and deductibles moderately for cost-savings in accordance with current practice.

Delete Article V(A)(14)

c. Retiree Health Insurance Coverage

Delete Article V(A)(12) and replace with the following:

- a. *The District shall continue to offer health insurance for teachers (and spouses and domestic partners) during retirement so long as the teacher or teachers qualifying for health insurance have worked for the School District for a minimum of ten (10) years at the time they retire into the Retirement System. If the teacher or teachers have less than fifteen (15) years employment at the time they retire into the Retirement System, they shall contribute to the cost of the annual health insurance premiums at the rate in effect at the time of their retirement. For teachers with fifteen (15) or more years of employment, the District shall provide such insurance without cost.*
- b. *For all unit members hired on or before May 4, 2018 and who have provided part-time service in a position covered under the parties' Recognition Clause, the District shall calculate total years of service based upon both part-time and full-time years of service for each applicable threshold for health insurance coverage in retirement set forth in paragraph (a) above. Years of part-time service as defined under the Recognition Clause shall count toward a year of service in the same manner as years of full-time service.*
- c. *All full-time unit members hired after May 4, 2018, must be employed for at least ten (10) years in order to be eligible for health insurance into retirement. The contribution rate for said unit members shall be the same contribution rate in effect at the time of retirement. For said unit members, only full-time years of service shall be included in calculating the years of service necessary for eligibility for health insurance into retirement.*

- d. *Any unit member who accesses Medicare after May 4, 2018, the District shall only reimburse at the Basic Medicare Part B reimbursement rate.*
- e. *The District will continue health insurance in retirement for a surviving spouse or domestic partner in those instances where the predeceased retiree qualified at the time of retirement for health insurance in retirement. The District's obligation shall be to pay the same percentage of the applicable premium for the surviving spouse as it would be obligated to pay for retirees.*

d. **Part-time Health Insurance Coverage**

Delete Article V(A)(13) and replace with the following:

For part-time employees who elect to participate, the BOE will pay a prorated portion of the premium paid by the Board, prorated according to their part-time employment, and the employee must pay the remaining amount. Said benefit shall only be provided to unit members working a minimum of twenty (20) hours per week on a regular basis. The premium contribution shall be calculated based upon the unit member's applicable FTE. For example, a 0.6 FTE unit member shall pay the applicable contribution rate for 60% of the premium cost. The unit member shall thereafter be required to pay the full cost of the remaining 40% of the premium.

e. **Health Insurance Buy-Out**

Add the following to Article V(A)(15):

Said benefit shall only be provided to unit members working a minimum of twenty (20) hours per week on a regular basis. Said payments shall be prorated based upon the unit member's applicable FTE.

9. **Life Insurance and Long-Term Disability Insurance (Article V(B))**

Add the following to Article V(B):

Said benefit shall only be provided to unit members working a minimum of twenty (20) hours per week on a regular basis.

10. **Teacher Benefit Fund (Article V(C))**

Delete and replace with the following:

The District shall pay \$1,200 to a teacher benefit fund per teacher each year of the agreement as an additional fringe benefit for Dental, Optical and other like benefits. The application of these funds to additional fringe benefits shall be the responsibility of the Association. Payment will be made no later than October 15. For part-time employees, the District will pay a pro-rated portion of the appropriate annual payment based upon the unit member's applicable FTE. Said benefit shall only be provided to unit members working a minimum of twenty (20) hours per week on a regular basis.

11. Payment for Accumulated Sick Leave (Article V(F))

a) Effective July 1, 2022, delete and replace with the following:

1. *Any teacher, nurse, occupational therapist, or occupational therapist assistant who retires into the applicable Retirement System shall be entitled to a payment of \$70 per day for each day of accumulated sick leave, provided said unit member notifies the School District in advance on or before November 1 of the school year in which the unit member plans to retire. Said unit members retiring at times other than the conclusion of the school year shall provide a minimum of eight (8) months' advance notice. The District, in its sole discretion, may waive advance notice. The District shall make payment, in its sole discretion, at the conclusion of the school year in which the teacher retires or within thirty (30) days of the start of the succeeding school year or may divide such payment into two (2) equal installments, with the second installment due one (1) year after the conclusion of the school year in which the teacher retires or within thirty (30) days of the start of the next succeeding school year. Such payments shall be made in the manner described in the below paragraph (3).*
2. *The provisions of paragraph (1) above shall also apply to Teaching Assistants at the rate of \$35 per day for each day of accumulated sick leave.*
3. *All such payments shall be deposited as a non-discretionary, non-elective employer contribution to the Internal Revenue Code ("IRC") 403-b account of each eligible employee. No employee may receive cash in lieu of or as an alternative to the employer's non-elective contribution described herein. The employer non-elective contribution shall be contributed to the provider designated by each eligible retiring employee to receive employer contributions. If the employee does not designate a 403-b account that can receive an employer non-elective contribution, the District shall deposit the contribution into a 403-b account on behalf of the employee as required by applicable law. Eligible employees shall*

notify the District in writing of the total elective contribution, if any, made by them to any 403(b) accounts outside of that which they contribute as a teacher of the Irvington Union Free School District by at least one month prior to the teacher's effective date of retirement. The District shall make the maximum employer non-elective contribution permitted under applicable law. In the event that the aggregate of the employer non-elective contribution and the employee elective contributions (as set forth above) exceeds the applicable annual contribution limitation for a particular calendar year, the excess amount shall be paid into said account the following January 1st and each subsequent January 1st for up to the maximum number of years permissible under the IRC, until such time as the employer non-elective contribution is fully deposited into the employee's 403(b) account in accordance with applicable law.

12. Extra Duties Excluding Athletics (Article VI(B))

Revise paragraph 3 as follows:

- a. Tutors for Home bound Instruction shall be increased from \$40 per hour to \$50 per hour.
- b. Chaperone Pay for Events shall be increased from \$75 per event to \$85 per event. Expense. The parties shall meet on or before June 30, 2022, to discuss creating two (2) groups of events based upon time commitment and other factors.
- c. Chaperone Pay for Approved Overnight Events shall be increased from \$105 per overnight event plus expense to \$120 per overnight event plus expense.
- d. Add College Board/ACT Testing Facilitator to Group 3
- e. Add Senior Internship Coordinator to Group 4. List as own category rather than as Extracurricular Club (similar to AV stipend and Science Research stipend).
- f. Add the following new paragraph 5:

The parties shall create a committee on or before July 1, 2023 to review any equity issues related to compensation amongst stipend positions (i.e., based upon time commitment and/or number of students the amount of the stipend may need to be adjusted). Said committee shall make a recommendation to the parties based upon its findings on or before December 31, 2023.

13. Athletics (Article VI(C))

Add the following new paragraph 6:

The parties shall create a committee on or before July 1, 2023 to review any equity issues related to compensation amongst stipend positions (i.e., based upon time commitment and/or number of students the amount of the stipend may need to be adjusted). Said committee shall make a recommendation to the parties based upon its findings on or before December 31, 2023.

14. Committee for Leaves (Article VII(A))

Delete

15. Leaves of Absence Article VII(C))

Add Parental Leave as a reason for leave of absence.

16. Leaves-Parental Leaves (Article VII (D))

1. *A parental leave, for any parent, biological or adoptive, shall be granted upon request. Teachers shall be granted one parental leave per birth or adoption which shall be for no longer than twenty-four (24) months. Said parental leave of absence must commence no later than one month after the birth or adoption of the child. Those seeking an extension of the parental leave of up to twenty-four (24) months may request an unpaid leave of absence in accordance with Article VII(C) which will be granted by the Board if all applicable timelines noted in Article VII(D) are met.*
2. *Written notice of the request for parental leave shall be provided by the employee to the District at least one hundred twenty (120) calendar days prior to the date of commencement of such leave, unless medical circumstances (as substantiated by an appropriate doctor's note) or, in the case of adoption, the particular circumstances of the adoption (as substantiated by the appropriate written documentation), make it impossible for the unit member to comply with the 120 calendar day notice requirement. In such an event the unit member shall be required to provide as much notice as possible under the circumstances.*
3. *The teacher must return at the start of the school year provided, however, that in the event a teacher would lose seniority ranking, the teacher may return earlier than previously requested and may be do so at the start of the previous semester. Written notice of intent to return must be submitted by the first month of the semester prior to the employee's return. In other words, a teacher returning for the first semester in September must give notice by February 1st. In those rare instances where a teacher is*

returning for the second semester in February, the teacher must give notice by September 1st.

4. *During such leave, a teacher will not be entitled to any benefits underwritten by the Board of Education, or any steps of promotion normally allowed. In those instances where a benefit is contributory such may be continued during leave if prepaid by the teacher in advance.*
5. *Up to six (6) calendar weeks of accrued sick leave may be utilized, by any parent, for normal delivery or adoption of each child. Up to eight (8) calendar weeks of accrued sick leave may be utilized, by any parent, in the event of a cesarean delivery.*

17. Leave for Family Illness and Death in the Family (Article VII(G))

Change “mother” to “mother-in-law” in the last sentence of the first paragraph.

18. Workshops (Article VIII)

Delete sub-section B and replace with the following:

Workshop applications will be considered for approval based upon the workshop's benefit to the member's professional responsibilities and subject to the District's consideration of budget expenditures. Prior approval by the member's supervisor and the applicable District administration shall be required.

Payment for any work associated with workshops shall be at the rate(s) set forth in Article IV(J).

19. Tenure and Teacher Evaluation (Article XIII)

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

The evaluation of teachers shall be conducted in accordance with the District's state approved APPR plan.

20. School Day (Article XVI)

Add new paragraph E (Sign In/Sign Out):

Effective July 1, 2025, the District shall have the right to implement a sign in/sign out process for all staff for safety and security purposes only. The specific system (manual/electronic/swipe system) as well as the specific plan for implementation shall be determined with a committee composed of equal representation of the IFA and superintendent designees.

21. School Calendar (Article XXI)

A. Add new paragraph C (Weather Emergency Days)

In the event the District uses more than four (4) emergency closure days during a particular school year, unit members shall be required to provide remote instruction to students for each additional day schools are closed due to an emergency. Unit members shall not receive any additional compensation for working such additional days. Unit members shall receive notice of the requirement to work remotely the day prior to the weather or other emergency closing of school to the extent possible. The Superintendent may exercise discretion in requiring said remote instruction of unit members to the extent the weather emergency is due to a major storm that may result in severe storm impacts (power outages).

B. Add new paragraph D (Additional Professional Development Time)

Effective July 1, 2023, for the life of this contract only, each unit member shall be required to provide additional service to the District each year, as indicated below, for no additional compensation:

<i>2023/24</i>	<i>2 hours</i>
<i>2024/25</i>	<i>4 hours</i>
<i>2025/26</i>	<i>4 hours</i>
<i>2026/27</i>	<i>6 hours</i>

These hours shall be used at the sole discretion of the District in increments of one (1) hour, assigned on the same dates District-wide, and shall not be scheduled more than once per month unless approved by the Association's president which usage may include but shall not be limited to such activities as professional development and attendance at professional meetings. The schedule for the use of said hours shall be provided to the staff on or before September 1st of each year.

The Staff Development Committee shall convene during the 2022/23 school year to provide the Association with the opportunity to provide feedback to the District on its proposed use of the additional professional development time. The Association shall make a representative group of members (based upon grade level, department and experience levels) available to the committee for this purpose.

22. Administrative Positions (Article XX)

Delete

23. Physical Examinations (Article XXII)

Delete

24. Agency Fee (Article XXX)

Delete

AGREED TO BY:

NEGOTIATING REPRESENTATIVES OF
THE IRVINGTON UFSD

NEGOTIATING REPRESENTATIVES OF
THE IRVINGTON FACULTY
ASSOCIATION

Bruce French

Sam Scrooge

David C. Paul

Scott Colangelo

Al J. L.

Angie M. Barkwell

Carl Stei

Marcus Simon

Tim Puleo

K. O'Brien
