

**MEMORANDUM OF AGREEMENT
(TEACHING ASSISTANT UNIT)**

MEMORANDUM OF AGREEMENT dated this 22 day of June, 2021 by and between the negotiating representatives of the BOARD OF EDUCATION OF THE MOUNT VERNON CITY SCHOOL DISTRICT (hereinafter referred to as the "BOARD" and/or "DISTRICT") and the negotiating representatives of the MOUNT VERNON FEDERATION OF TEACHERS (hereinafter referred to as the "UNION").

A. General

The labor agreement between the parties for the period of July 1, 2016-June 30, 2018 and thereafter extended for the period of July 1, 2018-June 30, 2019, expired on June 30, 2019. The parties herewith agree that said agreement shall be modified effective as of July 1, 2019 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

**Article I
Salary & Benefits**

1. SALARY

Delete all paragraphs in A and replace with (to be applied only to Appendix I):

A. 2019-20:

1.25% added to base salary effective July 1, 2019. Applicable to those who worked any time during the school year (prorated for less than a full year of service and/or part-time service based upon FTE). The foregoing shall be applied,

retroactive to July 1, 2019, to all approved hourly work for which timesheets have been previously submitted performed outside of the regular workday or work year.

B. 2020-21:

1.25% added to base salary effective July 1, 2020. Applicable to those who worked any time during the school year (prorated for less than a full year of service and/or part-time service based upon FTE). The foregoing shall be applied, retroactive to July 1, 2020, to all approved hourly work for which timesheets have been previously submitted performed outside of the regular workday or work year.

C. 2021-22:

1.85% added to base salary effective July 1, 2021.

D. Retroactive Monies:

Retroactive monies and one-time payment(s) for eligible unit members shall be paid no later than July 31, 2021 and shall be paid by separate check.

E. Janus:

Revise CBA in accordance with Janus decision.

2. WELFARE FUND

Revise Section H as follows:

2019/20: \$1,475
2020/21: \$1,200
2021/22 and beyond: \$1,500

Article III
Leaves of Absence

3. SICK LEAVE

Revise Section A by deleting current Incentive Program provision and replacing with the following:

Sick/Personal Leave Incentive Program

1. For the 2019/20 school year, in the event a unit member uses seven (7) or less personal and/or sick days during the school year (9/1-6/30) said unit member shall be eligible for a payment in an amount to be determined (prorated based upon FTE) based upon the total amount of funds set forth below which shall be distributed on a per capita basis amongst eligible unit members and payable on or before July 31, 2021. Unit members must work the full school year in order to be eligible for said payment. Unit members on an unpaid leave of absence for any period of time (9/1-6/30) shall be ineligible for said payment. The total amount of funds to be allocated by the District for all unit members within the Teacher, Teaching Assistant and Security bargaining units eligible for this payment based upon the above-referenced standard shall be \$275,000 for all three (3) units.
2. For the 2020/21 school year, in the event a unit member uses seven (7) or less personal and/or sick days during the school year (9/1-6/30) said unit member shall be eligible for a payment in an amount to be determined (prorated based upon FTE) based upon the total amount of funds set forth below which shall be distributed on a per capita basis amongst eligible unit members and payable on or before July 31, 2021. Unit members must work the full school year in order to be eligible for said payment. Unit members on an unpaid leave of absence for any period of time (9/1-6/30) shall be ineligible for said payment. The total amount of funds to be allocated by the District for all unit members within the Teacher, Teaching Assistant and Security bargaining units eligible for this payment based upon the above-referenced standard shall be \$275,000 for all three (3) units.
3. For the 2021/22 school year and beyond, in the event a unit member uses five (5) or less personal and/or sick days during the school year (9/1-6/30) said unit member shall be eligible for a payment in an amount to be determined (prorated based upon FTE) based upon the total amount of funds set forth below which shall be distributed on a per capita basis amongst eligible unit members and payable on or before July 31st of the following school year. Unit members must work the full school year in order to be eligible for said payment. Unit members on an unpaid leave of absence for any period of time (9/1-6/30) shall be ineligible for said payment. The total amount of funds to be

allocated by the District for all unit members within the Teacher, Teaching Assistant and Security bargaining units eligible for this payment based upon the above-referenced standard shall be \$275,000 for all three (3) units.

4. Any and all current grievances and/or arbitrations pending between the parties regarding said incentive program are hereby withdrawn with prejudice.

Article IV General Working Conditions

4. SCHOOL YEAR

Revise Section A(6) by deleting and replacing it with the following:

All teaching assistants shall be permitted to sign-out on days before a vacation no later than thirty (30) minutes after student dismissal time on such days if students are dismissed early. "Vacation" shall only apply to the adopted school calendar vacations of Thanksgiving, Christmas, mid-winter break, and spring break. All teaching assistants shall be permitted to sign-out on Fridays at student dismissal time. However, if students are dismissed early on Fridays, all teaching assistants shall be permitted to sign-out no later than twenty (20) minutes after student dismissal time.

5. VOLUNTARY TRANSFERS

Add the following NEW provision (Section Q):

1. It is recognized that transfers of teaching assistants will be based upon the educational needs of the District as determined by the Superintendent of Schools. Said determination shall not be arbitrary and capricious.
2. Teaching assistants requesting transfers shall submit such requests in writing to the Superintendent by March 1st of the preceding year. Such requests shall include the teaching assistant's top 3 requests, in order. Notice of whether requests for transfer will be honored shall be given to teaching assistants as soon as practicable and, under normal circumstances, not later than June 1st for the following school year.
3. Teaching assistants' experience in elementary/middle/secondary education will be considered as a factor when transferring teaching assistants on a voluntary basis.
4. Subject to section 2 above, District-wide seniority will be given priority provided all other factors determined to be relevant by the District are equal. Unit members shall have the right to ask what factors were considered by the District in rendering its determination.
5. "Transfer" shall be defined as a reassignment to another school building within the District and shall not pertain to administrative reassignments for disciplinary and/or investigatory reasons.

4. DURATION

Revise Article VII (Section A) as follows:

Reflect duration of new agreement July 1, 2019 to June 30, 2022.

IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representatives this 22 day of June, 2021.

MEMBERS OF THE NEGOTIATING COMMITTEES

For the Union	For the District
Carene M. Domato	Kenneth R. Hamilton
June M. Casano	Jeff Green
Rest me call	Art Mc
Gina Manojada	JK
Monique Beep	
Shonda Young	