

## MEMORANDUM OF AGREEMENT (TEACHER 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. TEACHER SALARY

**Delete all paragraphs in A.1. and replace with (to be applied only to Appendix II):**

##### A. 2019-20:

Effective July 1, 2019, 0.50% of base salary shall be payable as a one-time payment not added to base salary. Said payment shall solely be applicable to unit members who worked during the 2019-20 school year (prorated for less than a full year of service and/or part-time service based upon FTE) and are still actively

working for the District as of the effective date of execution of the memorandum of agreement.

B. 2020-21:

0.50% 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 also be applied, retroactive to July 1, 2020, to the rate paid (1/200) for approved per diem work performed beyond the applicable normal work year as set forth in Article I(E).

C. 2021-22:

1.35% 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. HOURLY RATES

Create District/MVFT committee to discuss and thereafter make a recommendation to the parties concerning the implementation of differentiated hourly rates for the following: 1) Instructional; 2) Grade Level and/or Subject Area Planning/Curriculum Writing; 3) Supervisory. The committee will report its findings and recommendations to the parties on or before January 15, 2022.

## 3. WELFARE FUND BENEFITS

Revise Section M as follows:

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

**Article II**  
**Leaves of Absence**

**4. SICK LEAVE**

**Revise (Section C) as follows:**

**A. 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 31<sup>st</sup> 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 III** **General Working Conditions**

#### **5. TEACHERS' WORKDAY**

**Revise Section B(10) by deleting and replacing it with the following:**

All teachers 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 teachers shall be permitted to sign-out on Fridays at student dismissal time. However, if students are dismissed early on Fridays, all teachers shall be permitted to sign-out no later than twenty (20) minutes after student dismissal time.

#### **6. TRAVELING TEACHER**

**Revise Section C(10) by deleting and replacing it with the following:**

A teacher who travels from building to building within the Mount Vernon City Schools shall not be assigned homeroom duty. Consistent with the parties' practice, teachers traveling from one building to another shall have the equivalent of one (1) period allocated for travel. In the event a unit member believes that the amount of time allocated is insufficient, an appeals process shall be implemented ending with the Assistant Superintendent for Human Resources whose decision shall be final and binding upon the parties. Said decision shall be rendered within fifteen (15) school days of the filing of the appeal.

#### **7. PREPARATION AND LUNCH PERIODS**

**Revise Section F and I by adding the following:**

The Building Principal shall designate the preparation and lunch period at the commencement of the school year. This designation may be changed by the Building Principal during the school year for a valid educational and/or operational reason. In the event a unit member believes that the Building Principal did not have a valid educational and/or operational reason for changing said designation(s), an appeals process shall be implemented ending with the Assistant Superintendent for Human Resources whose

decision shall be final and binding upon the parties. Said decision shall be rendered within fifteen (15) school days of the filing of the appeal.

## **8. LESSON PLANS**

### **A. Revise Section P(1) and (2) by deleting and replacing it with the following:**

1. The development of lesson plans by and for the use of a teacher is a professional responsibility vital to effective teaching. All teachers shall be responsible for submitting lesson plans five (5) days in advance of instruction, i.e., every Friday, upon request by the Principal or Supervisor. The lesson plans may be submitted as paper copies or electronically as determined by the building principal or supervisor. The organization and format of the lesson plans shall be mutually agreed upon by the building principal and teacher.
2. These plans shall be readily available to be used by substitutes assigned to the class in the event of a teacher absence. Additionally, the teacher shall maintain five (5) days of emergency substitute plans in the event of an unanticipated absence.
3. Aims must be written out for each lesson in an easily identifiable area within the classroom.

### **B. Eliminate all sunset language from Section P.**

## **9. COMMITTEES**

- A. The Student Services Committee will review the District's current capacity to ensure security of confidential student information and make recommendations for improvement, if deemed necessary by the committee. Such review shall include an assessment of existing office space available for confidential sessions, secure cabinets or comparable space. The committee will report its findings and recommendations to the parties on or before January 15, 2022.
- B. A joint District/MVFT committee shall be established to review and make recommendations to address scheduling related to the District's reconfiguration. The committee will report its findings and recommendations to the parties on or before January 15, 2022.
- C. A joint District/MVFT committee shall be established to negotiate the parameters of distance learning. The committee will report its findings and recommendations to the parties on or before January 15, 2022.

## 10. DURATION

Revise Article VII (Section A) as follows:

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. Donato | Nephtali R. Hamilton |
| Jessie M. Casano | John L. Farner       |
| Robert McCall    | John L. Farner       |
| And Chino        | John L. Farner       |
| Charleso Blake   | John L. Farner       |
| Angelique Perez  | John L. Farner       |
|                  |                      |
|                  |                      |