

This MEMORANDUM OF AGREEMENT is made and entered into this 15th day of June, 202~~2~~³, by and between the negotiating committees for the Edgemont Union Free School District ("the District") and the CSEA. Local 1000 AFSCME, AFL-CIO, Edgemont UFSD Teacher Aide Unit Westchester County Local 860 ("the Union").

WHEREAS, the parties have engaged in negotiations in good faith in an effort to arrive at a successor agreement to the collective bargaining agreement that expires on June 30, 2023;

WHEREAS, the parties have arrived at a tentative agreement; and

WHEREAS, each party is in possession of a copy of this original document;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby stipulate and agree as follows:

1. The provisions of this Stipulation are subject to ratification by the Union's membership and the District's Board of Education. Each member of each negotiating team shall recommend ratification.
2. The parties' 2019-2023 collective bargaining agreement shall be continued for new four-year terms ending June 30, 2027. The terms of the agreement shall remain the same except as stated herein.
3. All proposals made by either party during the course of negotiations shall be deemed withdrawn, except to the extent they are incorporated herein.
4. Unless otherwise noted, all dates involving the duration of the collective bargaining agreements shall be conformed to the duration of the negotiated agreement. Provisions in the collective bargaining agreement that are obsolete will be deleted.

5. Unless otherwise noted, all changes shall be prospective from the ratification of this Memorandum of Agreement.
6. Amend the Contract related to the following "housekeeping" changes:
 - a. Amend the contract to provide neutral pronouns where appropriate.
 - b. Amend the contract to be consistent with the October 25, 2017 Stipulation of Agreement related to Paid Personal Time.
 - c. Pg. 4, Article IV(D) – Rights of CSEA – Amend to be reflective of the current Board policy.
 - d. Pg. 4, Article IV(G) – Rights of CSEA – Add "or their designee" immediately following "Superintendent of Schools".
7. Pg. 5, Article IV(H)(7) – Rights of CSEA- Add the following to the end of the subsection:

Time that an employee has been off payroll during a school year that has also been classified as FMLA time (if the employee qualifies for FMLA leave), shall not be counted towards the 60 working days.

8. Pgs. 6-7, Article VI(C)(1)(a) – Compensation (Elementary and Secondary Schools – Full Day Coverage) – Amend subsection (C)(1)(a) as follows:
 - a. Delete the last sentence of the first paragraph of subsection (C)(1)(a) and replace it with the following:

When a Teacher Aide does not cover a teacher's assignment for the entire school day, the hourly rate shall be \$9.50 per hour.
 - b. Amend the "illustrative example" in the contract as follows:
 - 0.4 hour = \$0
 - 0.5 hour = \$9.50
 - 1.0 hour = \$9.50
 - 1.4 hour = \$9.50
 - 1.5 hour = \$19.00
 - 2.0 hour = \$19.00
 - c. Add the following as a new paragraph to the end of subsection (C)(1)(a):

Notwithstanding the above, when an Aide covers a teacher's assignment for the entire school day, in lieu of the \$9.50 per hour payment set forth above, the Teacher Aide shall receive a flat stipend of \$70 per day.

9. Pg. 8, Article VI(G) – Hourly Stipends –

- a. Add the following to the end of the paragraph:

Effective July 1, 2023, July 1, 2024, July 1, 2025 and July 1, 2026, except as otherwise set forth in this Agreement, all hourly stipends shall be increased by 1.60% in each year of the contract.

- b. Add "ICAP/BIP Aide" to the list of stipends.

10. Pg. 8, Article VI(H) – Exceptional Needs Aides

- a. Retitle this section as "ICAP/BIP Aides"

- b. Delete subsection H in its entirety and replace it with the following:

Teacher Aides assigned to work in the ICAP program or as a one-to-one Aide with a student with a Behavior Intervention Plan (BIP), shall receive an increase in their hourly rate of \$0.50 higher than the additional stipend received for Special Education Aides, for all time worked in such capacity. Such stipend shall be increased by the requisite stipend increases, set forth in Article VI(G) for each year of the contract beginning in 2024-2025.

In addition, Teacher Aides who are assigned to work with students in the ICAP program with students who also have Transition goals, shall receive a \$500 stipend per year, in addition to the \$0.50 per hour set forth above, prorated for service of less than a full year. Such Stipend shall be paid in a lump sum payment in the last paycheck of the fiscal year for hourly employees (usually around July 15th). Such stipend shall be increased by the requisite stipend increases, set forth in Article VI(G) for each year of the contract beginning in 2024-2025.

11. Pg. 10, Article VII(A) – Hours of Work, Work Year – Add the following as a new sentence to the end of the subsection:

As part of their regular work year, all unit members shall be required to attend one Superintendent's Conference Day as required by the District. Unit members shall be provided with thirty (30) days advance notice of the Superintendent's Conference day they are required to attend. Personal time shall not be able to be used on the Superintendent's Conference day, unless the employee is sick. Employees who fail to attend the Superintendent's Conference day because they are sick shall be required to submit a doctor's note on the next workday they report to work.

12. Pg. 10, Article VII(C) – Snow Days – Add the following to the end of the section.

Should teachers of the building where the unit members is assigned to work be required to provide remote learning during the regular workday, the building administrator has the discretion to require some or all unit members to work remotely.

Unit members who are not required to work shall be paid for the day.

13. Pg. 11, Article VIII(F) – Absence, death in the Family –

- a. Add "domestic partner" after "wife" to be included as immediate family.
- b. Add the following to the end of the paragraph: "For purposes of this section, the definition of "Domestic Partner" shall be consistent with the definition of "Domestic Partner" that is set forth by the District's designated Health Plan."

14. Pg. 12, Article X(E) – Delete the chart set forth in subsection (E) and replace it with the following:

Yrs. of Service	2023-2024	2024-2025	2025-2026	2026-2027
Ten yrs. or more of service	\$3,404	\$3,404	\$3,404	\$3,404
Five to fewer than ten yrs of service	\$1,710	\$1,710	\$1,710	\$1,710

15. Pg. 12, Article X(F) – Add the following as a new subsection (F)

Effective July 1, 2023, the District will offer 457 and 529 plans.

Implementation of the 457 and 529 plans shall be subject to the ratification of the applicable plan documents by the Board of Education and completion of any on-boarding tasks.

16. Pg. 20, Article XIII – Evaluation and Staff Development

- a. In the evaluation instrument used by the District replace “satisfactory” and “unsatisfactory” with “meets District expectations” or “fails to meet District expectations”
- b. Amend the first paragraph by deleting “a satisfactory evaluation” and replace it with “an evaluation with a rating of meets District expectations.”
- c. Add the following to the end of the third paragraph:

Effective July 1, 2023, the District shall be permitted to require employees to attend an additional day of professional development, which can be scheduled either as a single working day, or as additional working hours over more than one day. The District shall provide at least two weeks advanced notice related to the scheduling of any staff development days made pursuant to this article. Personal time shall not be available to be used on the days/hours the Professional Development days are scheduled, unless the employee is sick. Employees who fail to attend the Professional Development day/hours because they are sick shall be required to submit a doctor's note on the next workday they report to work.

17. Pg. 21, Article XV, Section 1 – Salary and Other Direct Compensation – Delete Section 1 and replace it with the following:

Section 1. The salary schedule for the years beginning July 1, 2023 through June 30, 2027 shall be modified as follows, and as shown on Exhibit A hereto:

- a. For the contract year commencing July 1, 2023, 2.0% over 2022-2023, effective July 1, 2023.
- b. For the contract year commencing July 1, 2024, 2.0% over 2023-2024, effective July 1, 2024.
- c. For the contract year commencing July 1, 2025, 1.6% - 2.0% over 2024-2025, effective July 1, 2025. Such percentage shall be determined by CPI in the NY Metropolitan Area (CPI-U) for the 12-month period ending in January 2025.

- d. For the contract year commencing July 1, 2026, 1.6% - 2.0% over 2025-2026, effective July 1, 2026. Such percentage shall be determined by CPI in the NY Metropolitan Area (CPI-U) for the 12-month period ending in January 2026.

Each unit member eligible for step advancement will move one step on July 1 of each year until they have reached maximum step.

All unit members will receive their paychecks pursuant to direct deposit.

18. Pg. 21, Article XV, Section 2 – Delete the chart at the end of the first paragraph of Section 2 and replace it with the following:

Years of Service	Increment
10 Years	\$825
15 Years	\$1,025
20 Years	\$1,150

19. Pg. 21, Article XV(3) – Holidays – Add the following to subsection 3:

- Add New Years Day to the list of paid holidays.
- Add the following to the end of subsection 3:

In order to be paid for a holiday, unit members must work the day before and the day after the holiday, except however, if a unit member retires on the last working day in December, the unit member will receive payment for the Christmas holiday but not for the New Years holiday.

For the District

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For the Union

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