

MEMORANDUM OF AGREEMENT (TEACHING ASSISTANTS UNIT)

MEMORANDUM OF AGREEMENT dated this ___ day of April, 2026 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-TEACHING ASSISTANTS UNIT (hereinafter referred to as the "UNION").

A. General

The labor agreement between the parties for the period of July 1, 2019-June 30, 2022, expired 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 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. Salary Reopeners

Add the following language:

The parties herewith acknowledge that this contract shall be reopened upon the request of either party provided one of the following occurs in connection with the approved 2026/27 budget:

1. *The District has appropriated a fund balance at least 2% greater than the statutorily permissible four percent (4%) after the 2026/27 budget has been approved by the voters.*

2. *The District implements a plan to reconfigure the District's buildings/staffing resulting in savings to the District when compared to the amount expended for personnel costs during the 2025/26 school year.*
3. *The District's proposed transportation plan/evaluation forecasts savings generated by routing efficiencies to the extent staggered bell schedules are created and/or implemented during the 2026/27 school year.*

Said reopener discussions shall commence on or after June 1, 2026, or within fifteen (15) calendar days from the date the 2026/27 budget is approved by the voters, whichever is later. Nothing hereinabove shall obligate the District to provide any wage increases to unit members notwithstanding the good faith efforts of both parties to reach agreement on same.

2. **Article I (Recognition)**

Delete second sentence and replace with the following:

In the event the District exercises its right to reestablish the position of Teacher Aide during the term of this Agreement, it shall provide written notification to the MVFT of its intention to do so four (4) months prior to posting for said position(s). The District shall thereafter promptly negotiate the terms and conditions of employment for such position with the MVFT, which may include the creation of two (2) or more categories of aides for purposes of layoff and recall. Notwithstanding the foregoing, the Union acknowledges the District's sole right to establish the initial salary for said position(s). The parties herewith further acknowledge that the workday and work year shall be consistent with Article IV(A).

3. **Article II (Salary and Benefits)**

A. **SALARY**

Delete sub-paragraph A in its entirety and replace with the following:

A. **SALARIES**

- | | |
|------------|---|
| 1) 2022/23 | 0.00% on base |
| 2023/24 | 0.00% on base |
| 2024/25 | 0.00% on base |
| 2025/26 | 2.00% on base (retroactive to 7/1/25)+\$750 as a one-time payment |
| 2026/27 | 2.00% on base (effective 7/1/26) |

These percentage increases apply only to the salary schedules set forth in Appendix I. The foregoing shall be applied, retroactive to July 1, 2025, to all District approved hourly work performed outside of the regular workday or work

year for which timesheets have been previously submitted. All other schedules and rates will remain unchanged unless specifically modified by this Agreement.

2) Retroactive Monies and One-Time Payment:

Effective within ninety (90) days of the parties' ratification of this Memorandum of Agreement, a \$750 off-schedule, non-recurring payment not added to base wages shall be made for those who worked during the 2025/26 school year (prorated for less than a full year of service) and are still actively employed by the District as of the date of ratification of this Memorandum of Agreement. Said payment shall be prorated for part-time employees based upon FTE. Notwithstanding the foregoing, said payment shall also be made to unit members who worked during the 2025/26 school year (prorated for part-time and/or less than a full year of service) and resigned for purposes of retirement during the 2025/26 school year. Said payment shall not be made to any other former unit member(s) who separated from employment for any other reason, including resignation and/or termination from employment, prior to the date of ratification of this Memorandum of Agreement. The parties expressly acknowledge that said payment is strictly contingent upon the reduction to the Welfare Fund set forth below in Item 2(F) (Page 5).

Retroactive monies shall be paid within ninety (90) days of the parties' ratification of this Memorandum of Agreement. Said retroactive payment shall be made solely to:

- a. Unit members who worked during the 2025/26 school year (prorated for less than a full year of service) and are still actively employed by the District as of the date of ratification of this Memorandum of Agreement.*
- b. Unit members who worked during the 2025/26 school year (prorated for less than a full year of service) and resigned for purposes of retirement during the 2025/26 school year.*

Said retroactive payment shall not be made to any other former unit member(s) who separated from employment for any other reason, including resignation and/or termination from employment, prior to the date of ratification of this Memorandum of Agreement.

Retroactive monies and above-referenced the off-schedule, non-recurring payment(s) set forth above shall be paid to eligible unit members by separate check.

3) All year-end stipends shall be paid on or before July 31 each year.

- 4) *A Retirement Incentive Committee made up of 2 members selected by the Superintendent and 2 members selected by the MVFT President shall meet on or before June 1, 2026, to discuss whether and to what extent a retirement incentive shall be offered to unit members.*

B. LONGEVITY

Add the following to new sub-paragraph E(4):

Effective July 1, 2025, increase 15-year level from \$450 to \$510. Increase 20-year level from \$775 to \$880. Increase 25-year level from \$1,150 to \$1,300.

C. HEALTH INSURANCE

Add the following to sub-paragraph F(1):

Effective July 1, 2025, unit members shall contribute 8% of the premium cost for said individual health insurance coverage with a cap of \$850.

Said retroactive increased premium contribution(s) shall be deducted from the retro check set forth in sub-paragraph 3(A)(2) above.

D. WELFARE FUND

Add the following to sub-paragraph H(1):

The per capita contribution of \$1,500 shall be reduced by a sufficient amount to fund the \$750 off-schedule, non-recurring payment set forth in Article II(A) solely for the 2025/26 school year. In the event the Welfare Fund per capita payment is prorated for part-time employees, said \$750 payment shall be prorated for part-time employees based upon FTE. There shall be no cost to the District in connection with providing said one-time payment to unit members. Effective for the 2026/27 school year, said \$1,500 per capita contribution shall be reinstated.

E. STIPENDS

Delete sub-paragraph J and replace with the following:

Unit members assigned by their supervisor to perform diapering, toileting, or tube feeding of students shall receive a \$1,000 annual stipend at the end of the school year. Effective July 1, 2017, increase said stipend to \$1,500. Effective July 1, 2025, said stipend shall be paid to the unit member for the performance of said duties for one (1) assigned student. In the event unit members are assigned to perform said duties for two (2) or more students, they shall receive an additional \$250 for each student assigned by the District. Unit members using their approved paid sick, family illness, personal, or bereavement leave during the

school year, to the extent applicable, shall not have their stipend reduced provided they perform said duties the entire school year. In the event more than one (1) unit member is assigned by the District to assist a student or student(s) in the performance of said duties, the additional unit member assigned shall also be eligible to receive the applicable stipend(s) in accordance with the above. Said stipend(s) shall be prorated in the event the services are not provided for the full school year. Said stipend(s) shall be paid on or before July 31st.

Effective July 1, 2025, unit members assigned by their supervisor to perform diapering, toileting, or tube feeding of students for the entire Extended School Year Program (ESYP) shall receive a \$250 for the performance of said duties for one (1) assigned student. In the event unit members are assigned to perform said duties for two (2) or more students, they shall receive an additional \$40 for each student assigned by the District. Unit members using their approved paid sick, family illness, personal, or bereavement leave during the ESYP, to the extent applicable, shall not have their stipend reduced provided they perform said duties the ESYP. Said stipend(s) shall be prorated in the event the services are not provided for the full ESYP. Said stipend(s) shall be paid within four (4) weeks of the conclusion of the ESYP.

Unit members shall be required to participate in training in order to be eligible for said stipend(s). Said training shall be conducted on Superintendent's Conference Days. In the event no such training is provided by the District said stipend(s) shall still be paid to eligible unit members performing said work.

Assignment shall first be on a voluntary basis. If there are not enough individuals to perform said work after seeking volunteers, the supervisor shall be permitted to assign the work by inverse order of seniority.

In addition, those unit members who have been assigned shall receive supplemental training annually in blood borne pathogens and other skills necessary to perform the specific functions of that job.

Unit members shall be provided with appropriate space, equipment and supplies to provide diapering, toileting, or tube feeding services to students.

4. **Article III (Leaves of Absence)**

A. PERB IMPROPER PRACTICE CHARGES

The parties herewith acknowledge that the pending PERB Charge(s) U-38848, U-38849, U-38850 shall be withdrawn by the Union with prejudice.

B. BEREAVEMENT LEAVE

Effective with the date of ratification of this memorandum of agreement, delete sub-section (E) and replace with the following:

1. A unit member shall be entitled to leave of absence with pay for a period not to exceed five (5) consecutive days in case of death of a parent, grandparent, sister, brother, child, spouse, or other member of the family residing with the teacher. Spouse shall be defined as:

- a. An individual with whom the eligible unit member shares a residence; and*
- b. An individual who is involved in a lifetime relationship with the eligible unit member; and*
- c. An individual who is financially interdependent with the eligible unit member; and*
- d. An individual who is at least 18 years of age or older; and*
- e. An individual who is unmarried (as is the eligible unit member) and is not involved in another domestic partnership (nor is the eligible unit member); and*
- f. An individual who is not related to the eligible unit member in any way that would bar marriage; and*
- g. An individual who has been in the domestic partnership with the eligible unit member for a minimum period of twelve (12) months prior to the unit member's request for the leave day(s); and*
- h. An individual for whom the eligible unit member has provided proof of residency and four (4) proofs of financial interdependence (or if already registered as domestic partners, has provided proof of such registration); and*
- i. An individual for whom the individual and the eligible unit member have submitted an affidavit affirming domestic partnership status.*

2. A unit member shall be entitled to leave of absence with pay for a period not to exceed one (1) day in case of death of any of the following: (1) mother-in-law; (2) father-in-law; (3) daughter-in-law; (4) son-in-law; (5) sister-in-law; or (6) a brother-in-law not residing in the household of the unit member except, however, that where a unit member is required to travel over one hundred (100) miles from Mount Vernon, the unit member shall be granted up to, but not more than two (2) days leave of absence with pay.

3. Absent extenuating circumstances, bereavement leave must commence within ten (10) calendar days of the death.

4. Approved personal days utilized for bereavement shall not be subject to the Attendance Review Policy set forth in sub-section (A)(5) above.

5. *The District shall have the right to ask for appropriate evidence (including but not limited to proof of death) to substantiate the use of bereavement leave at its sole discretion.*

C. WORKERS' COMPENSATION LEAVE

Add the following new sub-paragraph J(5):

If a unit member is absent for five (5) or more consecutive working days, application for leave of absence with pay by reason of workers' compensation injury shall be accompanied by a doctor's note. The Superintendent, or designee, may require a doctor's note for absences of less than five (5) consecutive days.

5. Article IV (General Working Conditions)

A. SUBSTITUTING

1. Add the following to sub-paragraph O(2):

Effective July 1, 2025, said unit members shall not be permitted to decline said directive and shall receive an additional \$40 (for all hours worked) for performing said assignment.

2. Add the following to sub-paragraph O(3):

Effective July 1, 2025, said unit members shall not be permitted to decline said directive and shall receive an additional \$80 (for all hours worked) for performing said assignment.

3. Add the following new sub-paragraph O(4):

Effective July 1, 2025, unit members may be directed to substitute for an absent teacher or teachers during summer school and/or during an after-school program. Said unit members shall not be permitted to decline said directive and shall receive an additional \$5 above said unit member's existing applicable hourly rate for each hour they are performing said assignment.

4. Add the following new sub-paragraph O(5):

1:1 Teaching Assistants may not substitute unless their assigned student is absent for the school day.

B. ASSIGNMENTS & TRANSFERS

Delete sub-section (P) and replace with the following:

Teaching Assistants, other than newly appointed or substitute teaching assistants, shall be notified of their grade level/class assignment for the ensuing school year by June 1 for elementary teachers and seven (7) days prior to the last day of school for Secondary Teaching Assistants unless unforeseen and/or emergency circumstances preclude the District from complying with said time limits. In such event, the District will provide notice to Teaching Assistants as soon as practicable but in no event later than the commencement of classes for the ensuing school year. Assignments shall not be made for punitive reasons and shall be made taking into consideration the following factors: needs of the district, teaching assistants' requests, prior experience in the assignment, and seniority in the district.

C. SCHOOL YEAR TRAINING

Add the following new sub-section R:

Unit members shall receive District directed training during faculty meeting time (but shall not be required to attend) equating to ten (10) hours per year. Unit members attending shall submit signed timesheets evidencing their attendance at said training session(s) and shall be paid for said attendance at their existing applicable hourly rate. The District shall dedicate one (1) full Professional Development day to District directed training for Teaching Assistants.

D. UNIFORMS

Add the following new sub-section S:

Unit members shall be permitted to wear sneakers.

6. Article V (Grievance Procedure)

A. SECTION (C) SPECIAL PROCEDURES-Sub-section 1

Delete and replace with the following:

Any grievance based upon administrative action above the building level, including alleged payroll errors (failure to pay or incorrect payment), shall be submitted to the appropriate administrator under the Superintendent of Schools through the building principal. Except for alleged payroll errors, grievances must be initiated within fifteen (15) days after the grievant knew or should have known of the act or condition which is the basis of the complaint. Grievances alleging payroll errors must be initiated within fifteen (15) days after the grievant

discovers the alleged error. Notwithstanding the extended time to initiate grievances alleging payroll errors, retroactive correction of such errors shall be limited to six (6) months from the date the grievance was initiated. The appropriate administrative officer shall conduct a hearing on such grievances within ten (10) days and shall render his/her decision in writing five (5) days after concluding the hearing. The appropriate administrative officer for alleged payroll errors shall be the Assistant Superintendent for Business.

B. SECTION (C) SPECIAL PROCEDURES-Add new sub-section 5

Add new paragraph 5:

When multiple grievances alleging payroll errors are filed within the same school year, the Federation shall have the right to consolidate such grievances at any level of the grievance process including arbitration.

C. SECTION (E) MISCELLANEOUS

Delete sub-section (3) and replace with the following:

Unit members shall not be permitted to pursue and legal or statutory remedy for any alleged breach of this agreement prior to exhausting their administrative remedies through this grievance procedure. Notwithstanding the foregoing, nothing contained in this agreement shall be interpreted to require alleged unlawful discrimination be litigated through the grievance procedure.

7. Article VII (Duration)

Revise Section (A) as follows:

Reflect duration of new agreement July 1, 2022, to June 30, 2027.

8. GENDER NEUTRAL LANGUAGE

The collective bargaining agreement shall be revised to reflect gender neutral language to the extent possible.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representatives this _____ day of April, 2026.

MEMBERS OF THE NEGOTIATING COMMITTEES

FOR THE UNION:

Heather McCall
June Ma
Donna Manjary

FOR THE DISTRICT:

