

MEMORANDUM OF AGREEMENT (SECURITY 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-SECURITY 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 II (Salary and Benefits)

A. Delete sub-paragraph A(1) in its entirety and replace with the following:

1) Salary Schedules

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

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.

- A) *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:

- 1. 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.*
- 2. 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.

- B) Unit members shall not be eligible to move to Step 10 of the applicable salary schedule until such time as the unit member receives an overall evaluation score of either Highly Effective or Effective. Said Evaluation form is attached hereto as Appendix II. Evaluations shall be conducted twice per year (January and June). In the event that the District fails to complete an evaluation for a unit member who is otherwise eligible to move to Step 10, said unit member shall be moved to Step 10 as if he/she received a score of Highly Effective or Effective.*
- C) Task Force members (selected at the sole discretion of the District and designated annually in September) shall receive an additional \$50 for responding to an emergency call occurring away from their assigned building from the Director of Security. Said sum shall be paid per occurrence. Task Force Members shall be required to submit time sheets to the Director of Security for approval of said payments.*
- B. The agreed upon Evaluation form is attached hereto as Exhibit "1". The parties herewith acknowledge that the Ratings set forth under the "Quality of Performance" section of said form shall be changed to Highly Effective, Effective, Developing and Ineffective.*

C. Add the following to sub-paragraph A(2):

Effective with the date of execution of this Memorandum of Agreement, Lead Security Officers shall receive a \$1,300 annual stipend above their step and shall be required to perform the following job responsibilities which shall be set forth in a new Appendix III:

- *Supervises and participates in safety inspections of school facilities, looking for hazardous conditions and/or safety violations.*
- *Develops and periodically monitors a reporting system designed to detect safety hazards in school facilities.*
- *Makes recommendations to correct safety hazards once identified; Participates in providing security for all occupants of school buildings and grounds.*
- *Provides assistance and security to community agencies using school facilities and for after school activities.*
- *Prevents unauthorized visitors from entering school buildings and/or loitering on school grounds.*
- *Informs counselors, parents, teachers and school administrators of student behavior problems.*
- *Carries out investigations, upon request.*
- *Maintains liaison with police, fire and other municipal departments to ensure maximum use of their services in order to provide adequate security and safety.*
- *Prepares reports and assists in special assignments as directed.*
- *May be directly involved in the development of school building security and evacuation plan.*

The foregoing list of job responsibilities may be revised by the District in its sole discretion provided the revised duties and responsibilities are substantially similar to those set forth above.

The parties acknowledge that there are presently six (6) unit members assigned to the role of Lead Security Officer. Any assignments to this role and the related responsibilities shall be made by the District in writing and such individuals shall be entitled to the stipend set forth above.

D. Add the following new sub-paragraph A(5):

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

E. HEALTH INSURANCE

Add the following to sub-paragraph C(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 (A)(2) above.

F. WELFARE FUND

Add the following to sub-paragraph D(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.

G. LONGEVITY

Add the following to sub-paragraph E

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.

3. Article III (General Working Conditions)

A. STAFFING LEVELS

Add the following to sub-paragraph B:

Effective with the date of execution of this memorandum of agreement the first two sentences of the foregoing paragraph shall no longer be applicable and the District shall have the sole discretion to subcontract unit work to third party vendors subject to the following conditions:

- 1. There shall be no diminution in the number of full-time unit positions, which the parties recognize to be 94 full-time positions as of 7/1/25.*
- 2. To the extent the District determines there is a need to increase the number of full-time positions beyond 94, the District shall be authorized to subcontract additional part-time or full-time positions provided the ratio of all such new unit members to all new non-unit members is at least 8:2.*

For example purposes only, if the number of full-time unit members is increased from 94 to 114, the District will be permitted to outsource 4 full-time positions (or an equivalent number of part-time positions based upon FTE; i.e., eight 0.5 part-time positions) with the remaining 16 (or an equivalent number of part-time positions based upon FTE; i.e., thirty-two 0.5 part-time positions) to be included within the bargaining unit.

3. *In the event of layoffs, non-unit positions will be excessed before any unit positions.*
4. *The foregoing shall not have any impact nor impede in any way the District's right to abolish positions in accordance with applicable law.*

The parties herewith acknowledge that the pending PERB Charge(s) U-38590 shall be withdrawn by the Union with prejudice.

B. ASSIGNMENTS & TRANSFERS

Change August 1 to June 1 in sub-paragraph C.

C. VACANCIES

Add the following to sub-paragraph H:

The District will advise a unit member candidate applying for a unit position that they have not been selected prior to the agenda being published publicly. Said advisement shall be made via text or email or letter, as determined by the District, with no obligation on the part of the District to ensure unit member receipt of said communication.

D. DISCHARGE AND DISCIPLINE

Delete sub-paragraph K (3) and (4)

Delete sub-paragraph K (1) and replace with the following:

The District will adhere to and provide Civil Service Law Section 75 due process protections to eligible unit members in all respects, inclusive of a five (5) year probationary period, except as specifically modified below:

- a. *Notwithstanding the fact that Civil Service Law Section 75(1)(c) requires that employees complete at least five (5) years of service in order to be eligible for the statute's protections, up to two (2) years of service time shall be granted to unit members for each full semester of service in a substitute and/or per diem capacity as a security monitor. Said substitute and/or per diem service must be contiguous to a regular appointment.*

b. *Notwithstanding the fact that Civil Service Law Section 75 grants the District the discretion to appoint a hearing officer, the District shall make such appointments using a rotating panel of Hearing Officers as follows:*

- 1) *Haydee Rosario*
- 2) *Margaret Leibowitz*
- 3) *Jay Siegel*
- 4) *Phil Maier*
- 5) *Louis Patack*

If the Hearing Officer is not available to serve and commence the hearing within 30 days of the charges being preferred, the next Hearing Officer in rotation and available to serve within said 30-day period shall be appointed.

Said Hearing Officer shall in all respects have the same authority to make findings of fact, determine guilt or innocence with respect to the Charges and make a recommendation as to penalty which shall be limited to the penalties set forth in Civil Service Law Section 75. The Board of Education shall make the final determination(s) in this regard in accordance with Civil Service Law Section 75.

Individuals who are the subject of disciplinary action pursuant to Civil Service Law Section 75, including questioning by the District, may be represented by either the Union or their own advocate in accordance with and subject to applicable law.

E. SCHOOL YEAR TRAINING

Add the following to sub-paragraph L:

Any training that occurs outside the regular work year/workday (other than the days specifically identified above) shall be mutually agreed upon and paid at the unit member's hourly rate unless the affected unit member has exceeded 40 hours for the particular work week as determined in accordance with current overtime practice(s).

Unit members shall be provided with release time for any training that occurs during the regular work year/workday.

F. UNIFORMS

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

Unit members shall be permitted to wear navy blue cargo style shorts from June 1 through September 30 each year. The specific type/style of shorts must be approved by the District in its sole discretion with the following being acceptable brands: Carhartt or Dickies. Said shorts shall be purchased at unit member expense.

4. Article IV (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 subsection (H) 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 I(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 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.

6. Article VII (Duration)

Revise Section (A) as follows:

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

7. 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:

Robert McCarl

John M. Carr

John Stys

FOR THE DISTRICT:

