

MEMORANDUM OF AGREEMENT dated this 14th day of ~~November~~ December 2023, by and between the negotiating representatives of the BOARD OF EDUCATION OF THE NORTHPORT-EAST NORTHPORT UNION FREE SCHOOL DISTRICT (hereinafter referred to as the "Board") and the negotiating representatives of the UNITED TEACHERS OF NORTHPORT (hereinafter referred to as the "Association");

1. GENERAL:

The labor contract between the parties for the period July 1, 2019 through June 30, 2025 is scheduled to expire on June 30, 2025. The parties herewith agree that said labor contract shall be modified and extended, effective upon full ratification of this Memorandum of Agreement, to the extent set forth herein, as a result of their collective bargaining for an extension of said labor contract to June 30, 2028.

Except for changes to the labor contract expressly set forth herein and changes in the language of the labor contract made necessary by the following agreement, the provisions of said labor contract shall remain unchanged. Italicized text is set forth as precise contract language to be inserted as is set forth in this Memorandum of Agreement into the parties' formal labor contract. It is understood that items of agreement not set forth in italicized text will require the drafting of contract language for insertion into the parties' more formal agreement and may require revision of existing contract language upon the insertion of the referenced new contract language.

Notwithstanding the foregoing, it is understood and agreed by the parties that a new formal labor contract will not be generated for the revised term. Upon ratification of this Memorandum of Agreement, the parties' more formal agreement shall be deemed amended throughout to reflect the revised term of the Agreement and the changes set forth herein.

2. CONTINGENCIES:

This Memorandum of Agreement is subject to formal ratification by the Board of Education and the membership of the Association. The aforesaid ratification votes by the Association's membership and the Board of Education shall occur within sixty (60) days of execution of this Memorandum of Agreement. If either party fails to ratify this Memorandum of Agreement or fails to act within the aforesaid sixty (60) day period it shall be of no further force and effect and shall be null and void. Notwithstanding the foregoing, each party's negotiating representatives shall urge their respective principals to ratify this Memorandum of Agreement.

3. AGREEMENT:

A. Duration

The parties' labor contract shall be amended to provide for a revised contract term effective July 1, 2019 through June 30, 2028. The labor contract shall be modified throughout to reflect the revised term.

B. Salary

a. Modifications to 2023-2024 and 2024-2025 Salary Schedules

Articles 33.A.5 and 33.A.6, 33.C.5 and 33.C.6 (covering Professional Registered Nurses), and Article 51.A.1/Appendix I (covering teaching assistants) of the labor contract shall be amended to reflect the following modifications to the previously negotiated salary schedules for the 2023-2024 and 2024-2025 school years:

- i. 2023 - 2024 School Year: The parties acknowledge that step increment was granted to eligible unit members effective July 1, 2023, and the previously negotiated 0.50% increase to the 2022-2023 salary schedule was implemented effective July 1, 2023.

The salary schedule for the period January 1, 2024 through June 30, 2024 shall be modified by increasing the salary schedule in effect on December 31, 2023 by 1.00% effective January 1, 2024.

- ii. 2024 - 2025 School Year: Instead of the previously negotiated schedule increase memorialized in Articles 33.A.6, 33.C.6, and Article 51.A.1/Appendix I of the labor contract, the salary schedule for the 2024-2025 school year shall be created by increasing the salary schedule in effect on June 30, 2024 by 1.75%. Step increment shall be granted to eligible unit members effective July 1, 2024.

b. Salary Schedules for Period of Extension

Articles 33.A, 33.C (covering Professional Registered Nurses), and Article 51.A.1/Appendix I (covering teaching assistants) of the labor contract shall be amended to include the following salary schedule increases:

- i. 2025 - 2026 School Year: The salary schedule for the 2025 - 2026 school year shall be created by increasing the salary schedule in effect on June 30, 2025 by 1.75%. Step increment shall be granted

to eligible unit members effective July 1, 2025.

- ii. **2026 - 2027 School Year:** The salary schedule for the 2026 - 2027 school year shall be created by increasing the salary schedule in effect on June 30, 2026 by 1.75%. Step increment shall be granted to eligible unit members effective July 1, 2026.
- iii. **2027 - 2028 School Year:** The salary schedule for the 2027 - 2028 school year shall be created by increasing the salary schedule in effect on June 30, 2027 by 1.75%. Step increment shall be granted to eligible unit members effective July 1, 2027.

c. **Ancillary Rates**

Article 33.A.8 shall be amended to provide that the foregoing salary percentage increases set forth in subsections (a)(ii) and (b)(i), (b)(ii) and b(iii) above shall apply to the other rates, stipends, salaries, and salary schedules in the labor contract payable during the 2024-25, 2025-26, 2026-27 and 2027-28 school years, except the professional nurse emergency coverage rate in Article 33.C and the class coverage rate in Article 27.A.

C. **Professional Nurses, Emergency Coverage During Lunch Period**

A new subsection shall be added to Article 33.C of the labor contract, which shall read as follows:

Effective January 1, 2024, should a nurse be called to respond to an emergency during their designated lunch period, they will receive a payment of \$60. Said compensation rate shall remain fixed for the term of this Agreement. Payment must be approved by the building principal or his/her designee.

D. **Longevity**

Effective July 1, 2024, Article 33.B and Appendix H shall be deemed deleted from the labor contract, and the following provisions shall be inserted into the labor contract as a new Article 33.B:

1. *Effective July 1, 2024, any teacher that has reached the following milestones as of June 30, 2024 shall be entitled to the payment of longevity salary increases according to the following schedule. No retroactive payments shall be made for those teachers who would have qualified for the aforesaid awards in prior years. Hence, eligible teachers shall begin receipt of the award in the amount indicated below based on the indicated year of service. (For example, if a teacher has completed twenty-five (25) years of service in the District on June 30, 2024, effective July 1, 2024, they shall begin receiving the longevity*

award in the amount of \$3,300). Payment of the foregoing shall be in accordance with this paragraph and paragraphs (B)(2) and (B)(3) below.

<u>Completed Years of Service</u>	<u>Award</u>
15-19	\$1,100
20-24	\$2,300
25-26	\$3,300
27 or more	\$4,300

2. *A teacher is entitled to receive a longevity payment upon completion of 15, 20, 25, and 27 or more years of service to the District as of the June 30 of the preceding school year. A teacher entitled to receive said lump sum longevity payment shall be paid the applicable sum on the payroll prior to the first payroll of the 2024-2025 school year and in each succeeding school year.*
3. *Teachers who resign for the purpose of retirement will be paid on June 30 of the school year in which they retire.*

E. Voluntary Transfers

Article 23.A.4 shall be deleted from the labor contract.

F. Class Coverage

The following sentence shall be added after the fourth sentence of Article 27.A:

Effective January 1, 2024, instead of the foregoing rate, teachers will be paid at the rate of \$60 per period of class coverage. Said compensation rate shall remain fixed for the term of this Agreement.

G. Parent Teacher Conferences:

The following changes shall take effect January 1, 2024:

- a. The duration of the parent teacher conference events referenced in Articles 31.O.1 and 31.O.2 (secondary) and 31.P.1 (5th grade) shall be increased from three (3) hours to four (4) hours.

b. Article 31.Q.2 (elementary) shall be amended to read as follows:

2. *Spring*

Two (2) early release days of 150 minutes.

c. The first sentence of Article 31.Q.6 (elementary) shall be amended as follows:

At the elementary school level, in addition to the traditional Annual Open House, all unit members will attend two (2) fall and ~~one (1)~~ two (2) spring evening parent/teacher conferences to be scheduled by the administration following consultation with the UTN.

H. Retirement Benefit, Article 32.A

Article 32.A shall be amended to provide that for eligible unit members who retire on or after January 1, 2024, the retirement benefit provided for in Article 32.A shall be paid at two times the rate set forth in Article 32.A.

I. Professional Registered Nurses

Article 45.B shall be revised to provide that the duties of the professional registered nurses shall be updated in consultation with the UTN and shall be mutually agreed upon. The UTN and the District will make every effort to reach an agreement prior to January 1, 2024, but no later than June 30, 2024.

J. Teaching Assistants

a. **Life Insurance** - Effective July 1, 2024, the amount of the group life insurance benefit provided for in Article 51.D.3 shall be increased from fifteen thousand dollars (\$15,000) to twenty-five thousand dollars (\$25,000).

b. **Retirement Benefits** - The second paragraph of Article 51.I shall be amended to provide that teaching assistants who retire on or after January 1, 2024 shall receive their then current daily rate of pay for accumulated sick leave based on a formula of one (1) day for every four (4) days accumulated (subject to reduction as days are utilized), without regard to when such days were accumulated.

K. Early Retirement Incentive Program ("ERIP"): The parties have agreed to establish a fourth early retirement incentive, which is set forth in "Exhibit 1" to this Memorandum of Agreement.

NEGOTIATING REPRESENTATIVES OF THE
NORTHPORT-EAST NORTHPORT UNION FREE
SCHOOL DISTRICT

dated: ~~11/15/23~~
dated:
dated:
dated:

[Signature]

5. NEGOTIATING REPRESENTATIVES OF THE
UNITED TEACHERS OF NORTHPORT

dated:
dated:
dated:
dated:
dated:

11/15/23 *Stacey Weisley*
11/16/23 *[Signature]*
11/16/23 *[Signature]*
11/16/23 *[Signature]*
11/16/23 *[Signature]*
11/16/23 *[Signature]*
11/16/23 *Pamela J. DeFord*
11/16/23 *[Signature]*
11/16/23 *Allison [Signature]*

Exhibit 1

Early Retirement Incentive Program

1. For the school year 2026-27, teachers who meet the conditions set forth herein shall be eligible to apply for and receive the retirement incentive stated below provided that as a condition precedent at least fifteen (15) otherwise eligible teacher unit members apply for this early retirement incentive on or before June 1, 2026.

Health Insurance Coverage: The District shall provide each retiring employee with health insurance coverage (individual or family as applicable) for the duration of the employee's retirement. The following terms and conditions shall apply to said coverage:

- a. The District shall pay 80% of the premium cost for the health insurance coverage.
 - b. The health insurance coverage to be provided shall be the health insurance coverage the District provides to active employees, as the same may be amended, modified or changed from time to time in the future.
 - c. The health insurance coverage provided to the retiring employee shall be provided in accordance with the applicable sections of the parties' collective bargaining agreement and the rules of the District's health insurance plan.
2. To be eligible for the retirement incentive, a teacher must:
 - a. Be age eligible for ordinary service retirement with or without penalty under the Teacher Retirement System between the dates July 1, 2026 to June 30, 2027;
 - b. Resign for the purpose of retirement effective June 30, 2027. The letter of resignation for the purpose of retirement shall be irrevocable and shall be submitted on or before June 1, 2026;
 - c. Have a minimum of sixteen (16) years full time credited service, nine (9) of which must be in the District and sixteen (16) years full time credited service in the New York State Teachers Retirement System, as of the date of resignation; and
 - d. Have performed a minimum of five (5) years of active service in the District during the past six (6) years and must have been actively employed during the school year immediately preceding retirement.
 3. It is expressly agreed that this retirement incentive is only applicable during the indicated school year and shall terminate in all respects on June 30, 2027.

4. The reference herein to "retirement" shall mean the election of an employee to resign from active employment and to thereafter receive retirement income payments, as an ordinary service retiree, from the New York State Teachers' Retirement System commencing within no more than thirty (30) days next following the effective date of his/her resignation from the District.
5. Those otherwise eligible employees whose date of eligibility for ordinary service retirement with or without penalty falls for the first time between the date of July 1, 2027 and August 31, 2027 shall be eligible for this retirement incentive provided the teacher has met all of the other eligibility requirements hereunder. The effective date of resignation for the purpose of retirement shall be a date between July 1, 2027 and August 31, 2027.
6. The Association herewith waives the applicability of Section 209-a(1)(e) of the Civil Service Law to the entirety of the provisions of this Early Retirement Incentive Program Agreement.

UNITED TEACHERS OF NORTHPORT

dated: 12/14/23

by Stacey Weisberg
President

BOARD OF EDUCATION OF THE
NORTHPORT-EAST NORTHPORT SCHOOL DISTRICT

dated: 12/14/23

by [Signature]
President