

**MEMORANDUM OF AGREEMENT**  
between the  
**MOUNT SINAI TEACHERS' ASSOCIATION**  
and the  
**MOUNT SINAI UNION FREE SCHOOL DISTRICT**

---

MEMORANDUM OF AGREEMENT dated this 19th day of April 2023, by and between the negotiating representatives of the MOUNT SINAI TEACHERS' ASSOCIATION (hereinafter referred to as the "Association") and the negotiating representatives of the MOUNT SINAI UNION FREE SCHOOL DISTRICT (hereinafter referred to as the "District").

1. General:

The labor agreement between the parties expired on June 30, 2022. The parties herewith agree that said agreement shall be modified to the extent set forth herein. Except for changes in language to said agreement made necessary by the following agreement, the provisions of said agreement shall remain unchanged.

2. Contingencies:

This agreement is subject to formal ratification by the Board of Education and the membership of the Association. The negotiating representatives for each party will urge their respective principals to ratify this memorandum of agreement. The parties agree to incorporate this memorandum of agreement into a more formal written agreement. The terms of this agreement become effective upon its ratification by both parties. All provisions of this agreement shall be effective July 1, 2023, unless otherwise noted.

3. Term:

The term of this agreement shall be five (5) years from July 1, 2023 through June 30, 2028.

4. Workday, Full-Time Teachers:

Article VI, Section 1 Add: k.) Effective July 1, 2022, the length of instructional time shall increase by nine minutes at the High School and by five minutes at the Middle School. Such increased time will fall within the contractual 6  $\frac{3}{4}$  hour teaching day.

5. Coaches Meeting:

Article VI, Section 4 (3.) Eliminate: District coaches shall make every attempt to attend a mandatory coaches' meeting on or about the last three weeks of August.

Add: All District coaches shall attend a mandatory coaches' meeting to be conducted during one of the two superintendent conference days.

6. Health Insurance Contribution Rate (Members hired prior to July 1, 2017):

Article XIV, Section 1: Replace as follows:

Effective July 1, 2023, the health insurance contribution rate shall be 18%.

Effective July 1, 2024, the health insurance contribution rate shall be 19%.

Effective July 1, 2025, the health insurance contribution rate shall be 20%.

7. Health Insurance Contribution Rate (Members hired on or after July 1, 2017):

Article XIV, Section 1: Add: Effective July 1, 2025, the health insurance contribution rate shall be 20%.

8. Health Insurance:

Article XIV, Section 1 (2): Replace \$12,000 (family): for members hired before July 1, 2017:

Effective July 1, 2023, the health insurance declination payment shall be \$11,500.

Effective July 1, 2024, the health insurance declination payment shall be \$11,000.

Effective July 1, 2025, the health insurance declination payment shall be \$10,500.

Effective July 1, 2026, the health insurance declination payment shall be \$10,000.

Effective July 1, 2027, the health insurance declination payment shall be \$9,500.

9. Health Insurance:

Article XIV, Add: Section 7. Absent employer provided insurance or a disqualifying event (e.g. marriage) the District shall provide continued health and dental insurance to the spouse and/or eligible dependents of a unit member who deceases while in service at the same contribution rate, for up to two years. The deceased member must have had at least 4 years of service prior to his/her decease within the District to qualify.

10. Dental Insurance:

Article XIV, Section 2: Replace as follows:

2023-24 \$1075

2024-25 \$1175

2025-26 \$1275

2026-27 \$1375

2027-28 \$1475

11. Severance:

Article XIII, Section L:

Eliminate: said Teachers have completed at least five years full time teaching in Mt. Sinai.

Add: said Teachers have completed at least seven years full time teaching in Mt. Sinai.

Add: said excessed Teachers have completed at least four years full time teaching in Mt. Sinai.

12. Broker of Record:

Article XXIV Add: Only the MSTA president may bring proposals forward. Any financial impact to the District will be discussed with the Association with the final decision to be determined by the District.

13. Domestic Partnership:

Article XIV, Section 4 Eliminate: The District and the Association shall develop a restrictive policy regarding Domestic Partner upon consultation and agreement with District Counsel. A separate Memorandum of Agreement shall be executed.

14. Teaching Day, Year and Responsibilities:

Article VI, Section 1 Add: I.) All teachers must use, a District approved online application with timely content and upkeep for the online application.

15. Job Share:

Article XXII, Add: Teacher to submit formal proposal to include rationale as to the benefit to the District.

16. Salary Schedule:

Article XIII, Section 1

Percent increases are as follows:

2022-23	.75% plus increment
2023-24	1.5% plus increment
2024-25	1.5% plus increment
2025-26	1.5% plus increment
2026-27	1.75% plus increment
2027-28	1.75% plus increment

\*All other compensations shall increase the same rate unless otherwise noted herein.

Retroactive pay for the 2022-23 school year shall be payable only to teaching salaries, including 6<sup>th</sup> class assignments. Salary schedules, stipends, etc. for all other compensations shall be adjusted to reflect .75% 2022-23 increases.

17. Horizontal Movement:

Article XIII, Section 3 (3): Replace dates as follows: three (3) horizontal moves shall be permitted between September 1, 2023 and June 30, 2028 (and beyond if a successor agreement has not been reached and the member has not made (3) horizontal moves between September 1, 2023 and June 30, 2028). Moves may occur in September or February (only one (1) move per year permitted). BA to MA does not count as one of the three (3) moves.

18. Compensation for Covered Classes:

Article XIII G. Section 1: Add: Grades K-4 CTD teacher covering an elementary class absent the classroom teacher, to be remunerated \$100 per day.

19. Compensation for Covered Classes:

Article XIII G. Section 2: Replace:

2023-24 \$40

2024-25 \$41

2025-26 \$41

2026-27 \$42

2027-28 \$43

20. Appendix C, Compensations:

High School: Tri M to be adjusted to the same rate as Art Club, Computer Club, Engineering Club. (2021-22 \$1381.00)

21. Appendix C, Compensations:

Homebound Instruction:

2023-24 \$60

2024-25 \$61

2025-26 \$62

2026-27 \$63

2027-28 \$64

22. Coaching Salaries (Appendix B):

Boys & Girls Cross Country to be moved from "D" level sport to "B" level sport.

23. Teacher Rights, IEP Days:

Article VII, Section 15, Eliminate: Elementary teachers (as listed above) may use a maximum of two days per year as needed. Add: Elementary teachers (as listed above) may use a maximum of three days per year as needed. (one per trimester)

24. Teacher Rights, Fountas and Pinnell Day:

Add: Section 16: One (1) Fountas and Pinnell day shall be granted per year to all elementary teachers utilizing the program.

25. Guidance Counselors:

Article VI, Section 10, Add: 3. Guidance Counselor caseload grades 9 through 12 may not exceed 225 students per counselor. Guidance Counselor caseload grades 5 through 8 may not exceed 399 students per counselor.

26. Miscellaneous Provisions:

Article XIX, Section 4, Replace: Provided there is room, employees covered under the terms and conditions of this agreement may enroll their children in the district at 60% of the non-resident rate. Add: Provided there is room, employees covered under the terms and conditions of this agreement may enroll their children in the district at 50% of the non-resident rate.

27. Teaching Assistants:

Article XVIII, Section 1: Teaching Assistant's Rights, Add: Teaching Assistant positions shall be instructional in nature.

28. Teaching Assistants:

Article XVIII, Section 8: Add: Effective July 1, 2023, the health insurance contribution rate shall be 20%.

29. Teaching Assistants:

Article XVIII, Section 10: – Salaries,

Add:

2023-24, Level 1 - \$35,000

2023-24, Level 2 - \$38,000

2023-24, Level 3 - \$40,000

Replace: Teaching Assistants to receive percentage increases as follows:

2024-25, 1.5%

2025-26, 1.5%

2026-27, 1.75%

2027-28, 1.75%

30. Teaching Assistants:

a.) Article XVIII, Add: Section 11 – Workday

Teaching Assistants shall be in attendance for a maximum of 6¾ hours each regular session day under the direct supervision and presence of the supervising teacher.

b.) Teaching Assistants shall be in attendance 180/181 school days as outlined in Article VI, Section 9 of the Teachers' Contract.

c.) Article XVIII, Add: Section 12 – Preparation Period

Each Elementary Teaching Assistant shall be given an uninterrupted preparation period of at least forty-five (45) minutes each day. Middle School and High School Teaching Assistants will be given a preparation period equal to the longest instructional period (excluding student passing time).



d.) Article XVIII, Add: Section 13 – Lunch Period

Each Elementary Teaching Assistant shall be given an uninterrupted lunch period of at least forty-five (45) minutes each day. Middle School and High School Teaching Assistants will be given a lunch period equal to the longest instructional period (excluding student passing time). Every effort will be made to schedule teaching assistant lunch periods during the times of student lunch.

31. Retirement Incentive:

Article XIX, Section 5, Miscellaneous Provisions, Retirement Incentive: Add:

The enhanced retirement incentive dated on 4/19/2023 will be the operative retirement incentive for the duration of the July 1, 2023 – June 30, 2028

Contractual Agreement between the Mount Sinai Board of Education and the Mount Sinai Teachers' Association. On July 1, 2028 the retirement incentive will revert back to the retirement incentive contained in the July 1, 2017 – June 30, 2022 Contractual Agreement between the Mount Sinai Board of Education and the Mount Sinai Teachers' Association.

32. Retirement Incentive:

Article XIX, Section 5, On July 1, 2028, Replace: Members may also take advantage of this incentive up to 10 years prior to becoming first eligible, although certain NYSTRS penalties may apply. Add: Members may also take advantage of this incentive up to 8 years prior to becoming first eligible, although certain NYSTRS penalties may apply.

By: Ronald Feinberg  
Ronald Feinberg  
President, M.S.T.A.

Dated: 4/19/23

By: Gordon Brosdal  
Gordon Brosdal  
Superintendent of Schools

Dated: 4/20/23

By: Peter Van Middelem  
Peter Van Middelem  
President, Mt. Sinai Board of Education

Dated: 4/19/23