

## MEMORANDUM OF AGREEMENT

**AGREEMENT** made this 26th day of May 2020, by and between the East Rochester Union Free School District (“District”) and the East Rochester Teachers’ Association (“Association”).

**WHEREAS**, the District and the Association are parties to a collective bargaining agreement covering the period July 1, 2020 through June 30, 2025; and

**WHEREAS**, the current health crisis has resulted in an unforeseen reduction in state aid and budgetary deficits for fiscal year 2020-21; and

**WHEREAS**, the parties mutually recognize the need to reduce personnel costs during the 2020-21 fiscal year; and

**WHEREAS**, due to the above-referenced conditions, the Association is willing to accept a one-year rollover of the 2020-21 fiscal year wages in lieu of the increase set forth in the collective bargaining agreement and the District is willing to maintain the current health care premium contribution levels through December 31, 2021 and extend the current collective bargaining agreement one year through June 30, 2026.

**NOW, THEREFORE**, the parties agree as follows:

1. **HEALTH INSURANCE:** The following sections of Article XI, Health Insurance, are hereby amended to provide as follows:

### **A. Hospital, Surgical, Medical Plan**

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1. Effective July 1, 2020 the base plan for health insurance shall be Blue Point 2 Value w/Rx rider. The District shall make a premium contribution to any plan chosen by the unit member equal to the following percentage of the Blue Point 2 Value base plan as outlined below. Given that the Health Insurance Consortium is on a calendar year basis, ERTA contribution adjustments will occur on January 1, 2022, 2023, 2024, 2025 and 2026.

Contract Year	District Premium % Contribution of Base Plan
2020-21	88%

2021-22	87%
2022-23	86%
2023-24	85%
2024-25	85%
2025-26	85%

*Effective July 1, 2020 the District shall make a premium contribution to retirees' health insurance as indicated in the chart below. The District's premium contribution shall be calculated using the retiree base plan. The base plan will continue as Blue Point 2 Select through June 30, 2021. The base plan effective July 1, 2021 will be Blue Point 2 Value.*

Years of District Service	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
20+	1% per year not to exceed 95%	<i>1% per year not to exceed 95%</i>	1% per year not to exceed 94%	1% per year not to exceed 93%	1% per year not to exceed 92%	1% per year not to exceed 90%
20	85	<i>85</i>	85	85	85	85
19	80	<i>80</i>	80	80	80	80
18	75	<i>75</i>	75	75	75	75
17	70	<i>70</i>	70	70	70	70
16	70	<i>70</i>	70	70	70	70
15	65	<i>65</i>	65	65	65	65
14	60	<i>60</i>	60	60	60	60
13	55	<i>55</i>	55	55	55	55
12	50	<i>50</i>	50	50	50	50
11	45	<i>45</i>	45	45	45	45
10	40	<i>40</i>	40	40	40	40

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2. **SALARIES:** The following sections of Article XV, Salaries, are hereby amended to provide as follows:

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3. Effective July 1, 2020 the following longevity payments will be paid upon achieving the requisite years of service in private and/or public schools and added

to base salary. *Longevity Awards for Unit Members who meet 3, 5, 10, 15, 20, 25, 30, 35, and/or 40 years of service for/during the 2020-21 school year will not be added to the Unit Member's base salary until 2021-22. Longevity Awards added to base salary in 2021-22 only for Unit Members who meet 3, 5, 10, 15, 20, 25, 30, 35, and/or 40 years of service for/during the 2020-21 school year will be added to base before the percentage increase. No retroactive payment shall be made. All Longevity Awards for Unit Members for 2021-22 forward will be paid in accordance with the collective bargaining agreement.*

<b>Years of Service</b>	<b>Longevity</b>
3	\$750
5	\$1,000
10	\$1,000
15	\$1,250
20	\$1,500
25	\$1,500
30	\$1,750
35	\$2,000
40	\$2,500

Example: Teacher "A" is in their 20th year of credited service, they will receive an additional \$1,500 dollars during the year. That amount will then be applied to the base before the July 1st increase is applied.

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5. Starting salaries during this agreement shall be:

<b>Year</b>	<b>Starting Salary</b>
2020-2021	<i>\$43,000</i>
2021-2022	\$43,000
2022-2023	\$43,000
2023-2024	<i>\$43,000</i>
2024-2025	<i>\$43,500</i>
2025-2026	<i>\$44,000</i>

6. Salary. The salary and/or increases shall be:

*2020-2021: Each unit member who completes the 2020/21 school year will receive a total base salary equal to their 2019/20 total base salary.*

2021-2022: Each unit member will receive a 3% increase added to their 2020/21 total base salary.

2022-2023: Each unit member will receive a 3% increase added to their 2021/22 total base salary.

2023-2024: Each unit member will receive a 3% increase added to their 2022/23 total base salary.

2024-2025: Each unit member will receive a 3% increase added to their 2023/24 total base salary.

*2025-2026: Each unit member will receive a 3% increase added to their 2024/25 added to his/her total base salary.*

## **B. Extra Pay for Extra Services**

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### 4. Extra Services Pay Rates

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b. Teaching staff members employed for summer curriculum work shall be paid as follows:

- i. \$21.04 per hour for developing written curriculum or modifying curriculum in accordance to the guidelines to be established by the Superintendent for 2020-21. \$26.00 per hour for developing written curriculum or modifying curriculum in accordance to the guidelines to be established by the Superintendent for 2021-22 forward.
- ii. \$14.85 per hour for staff development, in-service for 2020-21. \$20.00 per hour for staff development, in-service for 2021-22 forward.

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3. **TERM:** The term of the Agreement shall be extended one year through June 30, 2026. The cover page of the Agreement and Article XIX(D) are hereby amended to reflect that the term of the Agreement is July 1, 2020 through June 30, 2026.

4. All other terms and conditions of the collective bargaining agreement between the District and the Association remain in full force and effect.

5. The parties agree that except as set forth herein this Memorandum of Agreement does not entitle any unit member to any other payment or benefit, retroactively, prospectively or otherwise.

6. The parties agree that this Memorandum of Agreement does not create or establish a precedent for any other matter. This Memorandum of Agreement constitutes the full and complete agreement of the parties with regard to this matter and may not be modified, altered, or changed orally. No alteration or amendment may be made without written consent of the parties to this Memorandum of Agreement.

7. Any dispute or violation of this Memorandum of Agreement, shall be governed by the grievance/arbitration procedure contained in the collective bargaining agreement entered between the parties.

8. Should any provision of this Memorandum of Agreement be declared or determined by any court or reviewing officer or entity to be illegal or invalid, the validity of the remaining provisions shall not be affected thereby and the illegal or invalid provision shall be severed from this agreement, provided severance of the invalid or illegal provision does not defeat the intent of the parties as reflected in this Memorandum of Agreement.

9. This Memorandum of Agreement is subject to the approval of the Board of Education of the East Rochester Union Free School District.

In WITNESS THEREOF, the parties hereto have executed this Agreement the day and year first above written.

**East Rochester Union Free School District**

May 11, 2020

***Richard G. Stutzman Jr.***

By: Richard Stutzman, Interim Superintendent of  
Schools

**East Rochester Teachers' Association**

May 11, 2020

***Lola E. Kelly***

By: Lola Kelly, President