

**MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
THE ELMIRA HEIGHTS CENTRAL SCHOOL DISTRICT  
AND  
THE ELMIRA HEIGHTS TEACHER'S ASSOCIATION**

*Terms and Conditions for Unpaid Leave of Absence for Patricia Berman: January 1, 2025-June 30, 2025*

**WHEREAS**, the Elmira Heights Teachers' Association (hereinafter referred to as the "Association") and the Elmira Heights Central School District (hereinafter referred to as the "District") are parties to a Collective Bargaining Agreement (hereinafter "CBA") effective July 1, 2024 through June 30, 2027.

**WHEREAS**, Employee, Patricia Berman, (hereinafter referred to as "Employee"), residing at 282 West Hill Road A, Elmira Heights, New York 14903, is currently employed with the district as a Teacher, and has been employed in that capacity since September 1, 2002.

**WHEREAS**, as of July 1, 2024, Appendix B Salary Schedule of the CBA reflects the compensation for Teachers on steps one (1) through twenty (20).

**WHEREAS**, Article 6, Salary, §6.1(a) – Salary Placement, states in pertinent part, "...Once a teacher's years of recognized service exceeds the number of steps on the salary schedule, his salary shall be adjusted by the longevity payments only, which shall become part of the base salary, thereafter."

**WHEREAS**, Employee is currently *off step*, and the CBA longevity payment outlines that she will receive a raise in the amount of one thousand seven hundred and fifty dollars (\$1,750.00), added to her base salary – and then an additional four- and one-half percent (4.5%) added to base salary, for a total salary of eighty-one thousand one hundred and forty-five dollars and ninety-eight cents \$81,145.98 for the 2024-2025 School Year.

**WHEREAS**, Employee has requested an unpaid leave of absence from January 1, 2025 through June 30, 2025 for personal reasons.

**WHEREAS**, Employee's request for an unpaid leave of absence is not covered by any article or provision of the CBA, however there are applicable sections of the CBA that will reflect the duties, obligations, and status of Employee upon her return in September 2025.

**WHEREAS**, the District has agreed to Grant Employee's request for an unpaid leave of absence, contingent upon acceptance of all terms and conditions outlined below.

**WHEREAS**, Article 8, Part-time teachers, §8.1 –Part-time teacher defined, states "Any teacher who is appointed to work less than the teacher's full workday, workweek or work year."

**WHEREAS**, Article 9, Health Insurance, §9.3 – Conversion Privilege, states in pertinent part "A teacher who leaves the employment of the District, other than a teacher who retires or a teacher whose services are terminated, shall be offered the right of conversion for health insurance coverage, regardless of insurability, at full cost and expense to the teacher."

**WHEREAS**, Article 9, §9.4 states in pertinent part "A teacher may reconsider and join the Plan during the next open enrollment period by notifying the District, in writing, of his desire for coverage. In this circumstance, coverage under the Plan will become effective on the first day of the month following the open enrollment period in which the teacher applies."

**WHEREAS**, Employee is currently on the District Health Insurance Plan in an Employee plus Spouse plan.

**WHEREAS**, Article 10, Sick Leave, §10.2 – Allocation, states “All full-time teachers shall receive twelve (12) school days of sick leave effective September 1 of each school year.”

**WHEREAS**, Article 12, Personal Leave, §12.1 – Allocation, states “All full-time teachers shall receive three (3) days of personal leave with pay, non-deductible from sick leave. Such three (3) days shall be credited in September of each year.

**WHEREAS**, Article 20, Rights and Duties related to Leave, §20.3 – Salary Adjustments, states “The time such teacher spends on unpaid leave shall not be counted towards continuous service for salary purposes.”

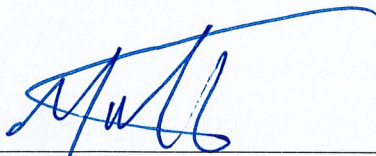
**NOW THEREFORE**, in consideration of the mutual undertakings and covenants herein contained, the parties stipulate and agree as follows:

1. Patricia Berman will be granted an unpaid leave of absence by the District, from January 1, 2025 through June 30, 2025, in exchange for acceptance of the conditions outlined below in Numbers two (2) through fourteen (14).
2. Mrs. Berman will remain at her 2024-2025 salary of eighty-one thousand one hundred and forty-five dollars and ninety-eight cents (\$81,145.98) for the 2025-2026 year due to be employed as a part-time teacher who has a break in service credit time.
3. Mrs. Berman will either, remove herself from her current Employee and Spouse health insurance coverage with the District or agree to pay one hundred percent (100% premium) for the Employee and Spouse plan – paying at least one month in advance of the coverage month, due by the first of the month; The cost of the Employee and Spouse health insurance plan from January 1, 2025 through June 2025 would be two thousand nine hundred and six dollars and sixty two cents (\$2,906.62) per month; Mrs. Berman will inform the District, in writing, no later than September 1, 2024 which of these aforementioned options she will be executing. If Mrs. Berman does not inform the District of her decision with respect to Health Insurance, this contract will be null and void and she will be expected to complete her year as normal.
4. Mrs. Berman will not be eligible to return on the District offered Health Insurance plan(s) until the Open Enrollment Period in May 2026 with effective date of coverage July 1, 2026, unless she otherwise has a qualifying life-altering event.
5. Mrs. Berman will receive a prorated amount of sick leave, in the amount of six (6) days on September 1 for the 2024-2025 school year.
6. Mrs. Berman will receive a prorated amount of personal leave, in the amount of one and one half (1.5) days on September 1 for the 2024-2025 school year.
7. Mrs. Berman will not be permitted to utilize any sick leave or personal time for payment during the duration of this unpaid leave of absence.
8. Mrs. Berman must inform and confirm with the District, in writing, by July 1, 2025 of her intention to return to her prior position for September 2025.
9. Mrs. Berman will maintain her current level of seniority at the time of her departure, January 1, 2025, but will not accrue any additional seniority during her absence.

10. This MOA for Employee, Patricia Berman, is reflective of facts and circumstances specific to this Employee and her current status within the District, personal life, and professional life. There is no intention of this MOA constituting a precedent or practice within the District.
11. It is agreed that the provisions of this Agreement that Employee has waived her right to any Grievance, as outlined in the Collective Bargaining Agreement, Article 5, and also waived any dispute to be brought on the basis of the MOA, including but not limited to petitions, cases or proceedings in any administrative, State, Federal or other forum, except to enforce its terms and shall not be construed as modifying or amending any of the terms of the existing Collective Bargaining Agreement, past practice, or District policy. Nothing contained herein shall inure to the benefit of any other District employee past, present, or future.
12. This Agreement is subject and subordinate to all Federal and State laws, rules and regulations, including any Executive Orders, DOH, or SED directives enacted or to be enacted concerning any of the issues addressed by this Agreement.
13. This MOA does not serve as a waiver of the Association's rights to collectively bargain any mandatory topic which may arise or as a waiver of the District's right to refuse to bargain any non-mandatory or prohibited topic, as such terms are defined by the Taylor Law and as interpreted by PERB and the courts.
14. This agreement constitutes the complete agreement by and between the parties and may not be changed or modified except in writing executed by the same parties hereto.

**SIGNATORY PAGE TO FOLLOW**

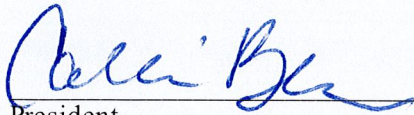
**IN WITNESS WHEREOF**, the parties hereto have caused this Memorandum of Agreement to be executed on the date herein written:



Superintendent of Schools  
Elmira Heights Central School District

8/23/2024

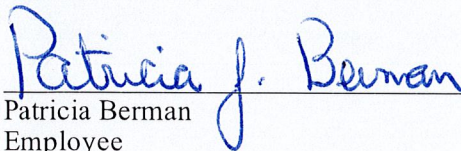
Date



President  
Elmira Heights Teachers' Association

8/19/2024

Date



Patricia J. Berman  
Employee

8/20/2024

Date