

MEMORANDUM OF AGREEMENT

PREAMBLE

The following sets forth the collective bargaining agreement between Manhattan Country School (hereafter “MCS”, “the School” or “the Employer”) and Local 2110UAW (hereafter “The Union”).

ARTICLE I - RECOGNITION

Manhattan Country School recognizes Local 2110 UAW as the exclusive bargaining agent for the unit certified by the National Labor Relations Board in Case No. 02-RC-26671: all full-time and regular time employees of the Employer, including, but not limited to, employees in the following classifications: Administrative Assistant, Teacher, Math Coordinator, School Nurse, Admissions Associate, Librarian, Learning Specialist, Choral Director, Technology Instructor and IT & Educational Technology Manager, School Counselor, Assistant Teacher, Farmwork Teacher and Maintenance Supervisor, Farm Assistant, Assistant Cook, Kitchen Assistant, Advancement Consultant, Farm-based Education Intern, Maintenance, Afternoon & Evening, Accompanist, Institutional Giving, Alumni Relations and Annual Giving Manager, Morning & Afternoon Maintenance, Database Manager, Shop Teacher, Farm Morning Cook, Assistant to the Lower School Director, Farm Administrative Assistant, School Psychologist, Director of High School Placement, IT System & Network Manager, and Program Assistant to Upper & Lower School employed by the Employer at and out of its facility located at 150 West 85th Street, New York, NY and 3536 New Kingston Mountain Rd, Roxbury, NY. EXCLUDED: Head of School, Head Chef, Director of Admissions and Enrollment, Director of Communications, Facilities Manager, Auxiliary Programs Director, Upper and Lower School Directors, Upper and Lower School Assistant Directors, Director of Advancement, Director of Technology, Director of People Operations, Director of Operations, Farm Director, Director of Finance, HR Manager & Finance Associate, Executive Assistant, managers, confidential employees, guards, and supervisors as defined in the Act.

The term “Teaching Staff” shall mean Head Teachers, Resource Teachers, Assistant Teachers, Learning Specialists, Librarians, and Counselors (unless otherwise specified in a particular provision).

ARTICLE II - UNION SECURITY AND V-CAP

1. All members of the bargaining unit shall either become members of the Union or pay agency fees to the Union no later than thirty (30) calendar days after the start of their employment or the execution of this Agreement, whichever is later, and shall thereafter be obligated to pay uniformly required dues or agency fees as a condition of continued employment.
2. An employee who fails to satisfy the above shall be discharged within thirty (30) calendar days following the receipt of a written demand from the Union requesting their discharge if, during said period, the required dues or agency fees have not been tendered.
3. The Union agrees that it will indemnify and hold MCS harmless from any recovery of damages sustained by reason of any action taken under this Article.
4. Upon receipt of a written notice from the Union of the amount and category of deduction(s), MCS shall promptly deduct from the wages all membership dues (or service charges), initiation fee, or retroactive fee, as provided in the authorization form executed by the employee. Membership dues (or service charge) deductions shall be made each pay period. MCS will notify the Union promptly of any revocation of such authorization received by it.
5. MCS shall forward those funds on a monthly basis to the Union with a report listing the names of all employees for whom dues or fees are deducted, the amount and pay period of the deduction, and delineating any amount deducted for an initiation fee, or retroactive fees. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.
6. MCS shall be relieved from making such deductions from any employee who is not on the payroll because of an unpaid leave of absence or whose employment has been terminated.
7. MCS shall provide new hires with an introductory letter signed by the Union per Exhibit A, a Union membership form, and a copy of the Agreement. A Union representative shall be entitled to attend and present information about the Union during the "New Staff Orientation" at the beginning of the academic year.
8. MCS agrees to deduct from the pay of an employee voluntary contributions to UAW V-CAP, provided that each such employee has executed an "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form.
 - a. Deductions shall be made only in accordance with the provisions of and in the amounts designated in said "Authorization for Assignment and Checkoff of Contributions to UAW V-

CAP" form, together with the provisions of this section of the Agreement. The minimum contribution shall be \$1.00 per paycheck.

- b. A properly executed copy of the "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form for each employee for whom voluntary contributions to UAW V-CAP are to be deducted hereunder, shall be delivered to MCS before any such deductions are made. Deductions shall be made thereafter, only under the applicable "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" forms which have been properly executed and are in effect.
- c. MCS agrees to remit said deductions promptly to UAW V-CAP, care of the Union. MCS further agrees to furnish the Union with the names of those employees for whom deductions have been made, the amounts that have been deducted, and the pay period for which they have been deducted.

ARTICLE III - NOTICE TO THE UNION

Notice to the Union that is required to be in writing and sent electronically to local2110@2110uaw.org and by mail to the office of the Union, which is currently: 350 West 31st Street, Suite 401, NY, NY 10001.

ARTICLE IV - INFORMATION TO THE UNION

1. MCS shall provide notice to the Union and the Unit Chair of new hires within thirty (30) days of hire, including name, address, date of hire, job title, job classification, division, department, compensation, weekly schedule, home address, home telephone number, work extension, work location, date of birth gender and race/ethnicity if the Employee voluntarily disclosed such information.
2. MCS shall provide notice of voluntary resignation to the Union and the Unit Chair within thirty (30) days of occurrence, including name and date of termination.
3. MCS shall provide notice to the Union and the Unit Chair of transfers, promotions, relocation, changes in compensation, reclassifications, and title changes and changes in written job descriptions within thirty (30) calendar days of occurrence.
4. MCS shall provide no less than thirty (30) days advance notice to the Union and the Unit Chair of any reorganization or technological change that will result in a reduction of positions, the creation of new positions, or new job descriptions for existing employees. Such notice shall include names of affected employees, title and department of affected employees and/or new position(s), projected date of change, and reason(s) for change.

ARTICLE V- UNION RIGHTS

1. Union representatives shall have reasonable access to the MCS premises for the purpose of conferring with its delegates and/or employees covered by this Agreement, provided that such representatives provide adequate advance notice of their arrival and follow all protocols for entering the building. Such visits shall not interfere with Employees' work or MCS operations.
2. There shall be two (2) union-designated bulletin boards in any building in which bargaining unit employees are located
3. A Unit Chair and up to two (2) union delegates shall be appointed by the Union to represent the Employees in grievances, contract enforcement, and, upon an Employee's request at disciplinary meetings, without loss of pay. Grievance meetings for non-teaching employees will be scheduled during their work hours. Grievance meetings for Teaching Staff will be scheduled before or after their class time.
4. Members of the unit shall be released from work for one (1) hour twice per academic year for the purpose of attending a unit meeting without loss of pay, on dates and times agreed upon by the Union and MCS. MCS shall not unreasonably deny such requests to meet for such purposes during (two) Tuesday Staff Meetings which may be held on MCS premises.
5. Paid leaves of absence of no more than three (3) days shall be granted each School Year to no more than three (3) employees for purposes of attending conventions and/or special meetings of the Union as elected or appointed delegates (or for any other related purpose, in the sole discretion of the School). Up to two (2) Employees at any one time may be on leave under this Section, but the School will consider additional requests and approve them (or disapprove them) in its sole discretion.

ARTICLE VI - NON-DISCRIMINATION

Employees shall not be discriminated against in terms or conditions of employment, or harassed, on the basis of race, color, religion, creed, national or ethnic origin, ancestry, sex, gender, gender identity and expression, age, disability, pregnancy (including childbirth, lactation and related medical conditions) disability, sexual and other reproductive health choices, HIV status, marital or civil partnership status, sexual orientation, genetic information, predisposition or carrier status, caregiver status, arrest or conviction record, status as a victim of sexual abuse, stalking or assault, military or veteran status, alienage or citizenship status, political affiliation, union status or union activities, or any other protected characteristic as established by law.

ARTICLE VII -SEVERABILITY

If any provision of this Agreement is adjudicated to be unlawful, no other portion, provision, or article of this Agreement shall be invalidated. The parties shall bargain in good faith with respect to any provision found to be unlawful.

ARTICLE VIII - SUBCONTRACTING

The School may engage outside personnel on a non-staff basis to provide services to the School provided that no such assignment results in the layoff of a bargaining unit employee or negatively impacts a bargaining unit employee's employment status (i.e., demotion, reduction from full-time to part-time status).

ARTICLE IX - SUCCESSORSHIP

This Agreement shall be binding upon all successors of MCS.

ARTICLE X - LABOR-MANAGEMENT COMMITTEE

1. The Union and MCS agree to establish a joint Labor-Management committee that shall meet no less than once per calendar quarter (or more frequently, as agreed by the parties) and in the event of an urgent health and safety situation about issues of concern, including workplace health and safety, to the parties. The committee shall not engage in collective bargaining, except for the purposes of developing the new salary scale for Teaching Staff (referenced in Article XXI). The management representatives on the committee shall include at least one member of MCS's leadership team. The Union shall designate its own representatives to the committee which shall include a staff representative from Local 2110. The parties shall endeavor to create an agreed upon agenda at least 2 weeks in advance of any meeting. The Union may raise health and safety topics at any Labor-Management Committee meeting.

2. The Union shall have the right, upon request, once per academic year, to make a presentation to the MCS Board of Trustees of its position on major policy issues, e.g., expansion plans, elimination or creation of new programs or initiatives, etc.

ARTICLE XI - PERSONNEL FILES

An employee shall have a right to review and have a copy of all materials in their Personnel File upon two (2) business days' notice. Confidential health/medical records will be kept separately from an employee's personnel file.

ARTICLE XII - HEALTH AND SAFETY AND WORKPLACE CONDITIONS

1. MCS shall provide a safe and healthful work space.
2. If the School becomes aware of an urgent health or safety condition which poses material risk to Employees, it shall notify the Employees and the Union promptly. If such condition results in the School engaging a third party to conduct a hazardous condition test, the School will notify the Union of the third party's conclusion.
3. In the event of a national, state or local health emergency which requires immediate action, including but not limited to a pandemic or epidemic, MCS may unilaterally implement policies and procedures necessary to protect the health and safety of the MCS community on an emergency basis. MCS shall, however, meet with the Union as soon as reasonably practicable thereafter to negotiate any such policies and procedures.
4. MCS shall provide safe equipment for employees' usage.
5. Injury Forms: MCS shall make C-2 workers compensation forms concerning unit members available to the Union upon written request, subject to appropriate redactions of medical or other confidential information.
6. Painting and Construction: MCS shall provide affected employees and the Union with at least seventy-two (72) hours advance notice of pre-planned (i.e. defined as scheduled at least 72 hours in advance of the work) painting or construction done in employees' work areas.
7. Ergonomics: Ergonomic considerations shall be a factor in MCS's selection of furniture and other equipment.
8. Emergency Closing: In the event of a School closing due to weather or any other conditions beyond Employees' control, the School shall endeavor to provide the earliest reasonable notice of the nature of such closing. Any Employee who is relieved of working duties during a closing (which shall be in the Director's discretion) shall be paid for the closure time up to a maximum of five (5) consecutive working days.
9. MCS will provide secure storage for employee personal belongings.

ARTICLE XIII - GRIEVANCE AND ARBITRATION

Grievance Definition: A grievance shall be defined as any dispute over the interpretation, application, or alleged violation of the Agreement. With respect to discipline, verbal reprimands are grievable, but not arbitrable.

Grievance Procedure:

1. First Step: The Union shall send a written grievance to the Head of School or their designee within thirty (30) days of the occurrence or within thirty (30) days of when the Union knew or reasonably could have known of the occurrence. The Head or designee shall respond in writing within ten (10) business days.
2. Second Step: If not resolved at Step One, the Local 2110 representative and the Unit Chair and/or Delegate(s) shall meet to discuss the grievance with the Head or designee(s) within ten (10) business days of receipt of a request for a meeting from the Union. The Head or designee shall issue a written response to the grievance within ten (10) business days after the meeting.
3. Arbitration: If not resolved in Step Two, the Union shall have the right to submit the grievance to arbitration within sixty (60) days of receipt of the written decision issued in Step Two. The grievance shall be submitted to the following panel of arbitrators:

Richard Adelman

Bonnie Weinstock

Carol Wittenberg

Arbitration cases shall be rotated in alphabetical order among the members of the panel. The decision of an arbitrator shall be final and binding on both parties. The costs of the arbitration shall be borne equally by both parties.

4. Miscellaneous:
 - a. Grievances regarding suspension, discharge or layoff of an employee, denial of vacation or leave to an employee, health and safety matters, or grievances that concern employees from more than one department may be filed by the Union at Step Two of the procedure
 - b. Employees shall have a right to Union representation at each step of the procedure.
 - c. In the event that MCS does not comply with the foregoing time limits, the Union may advance the grievance to the next step.
 - d. The procedure set forth herein shall serve as the sole and exclusive means for the peaceable settlement of grievances that may arise between them during the term of this Agreement. No individual worker may initiate any arbitration proceeding or move to confirm or vacate an arbitration award.

ARTICLE XIV - DISCIPLINE AND DISCHARGE

1. Following the Introductory Period, no employee shall be disciplined or discharged without just cause. For purposes of clarity only, failure to meet reasonable performance standards may be just cause for discipline or discharge.
2. MCS shall notify the Union, the Unit Chair, and the affected employee(s) in writing within twenty-four (24) hours after a discharge, and within forty-eight (48) hours after any other discipline with the reason therefore.

ARTICLE XV - SENIORITY

1. Seniority: An employee shall accrue seniority from the date of their original hire. If there is a break in service lasting 18 months, seniority shall be forfeited (and thus if the employee is re-hired after one consecutive year, the date of seniority shall be the rehire date). No loss of seniority will be incurred due to approved leaves of absence of any duration.
2. Vacancies: Vacancies shall be posted internally in advance of advertising externally. Postings shall specify bargaining unit status and shall include job title, hiring range, schedule of hours, and a short description of responsibilities and qualifications. Such internal postings shall be made fourteen (14) calendar days prior to external postings.
3. Layoff: MCS shall provide no less than thirty (30) days advance written notice of a layoff (defined as termination by MCS other than for Just Cause, including, without limitation, position eliminations, but excluding termination of any employee during the Introductory Period). If a layoff also is covered by Article [IV] (Information to the Union), the 30-day notice period in that Article shall run concurrently with the notice period in this Article (such that there is only one 30-day notice period for such layoff). Notice shall be given to the Union, the Unit Chair and to any affected employee(s).
 - a. In the event of a layoff, the least senior employee in the affected job classification (as reflected in Article I, Recognition) shall be laid off first, taking into account: (i) employee qualifications (including, in the case of a teacher, qualification in the subject matter and/or grade level to be taught and years of teaching experience) in the School's reasonable discretion; provided, however, that if the School's reasonable discretion is challenged then the standard to be applied by the arbitrator is "abuse of discretion," and (ii) program needs in the School's sole discretion. In the event that the affected employee is qualified to fill a vacant position at MCS, the vacancy shall be offered to the laid off employee before any other applicant. In the event of two or more laid off employees qualified to fill the vacancy, the vacancy shall be offered first to the most senior of the qualified, laid off employees.

- b. If a vacancy occurs at MCS for which a laid off employee is qualified (including, in the case of a teacher, qualification in the subject matter and/or grade level to be taught and years of teaching experience) in the School's reasonable discretion; provided, however, that if the School's reasonable discretion is challenged then the standard to be applied by the arbitrator is "abuse of discretion"), at any time during the twelve (12) months following the employee's layoff, the laid off employee will be offered the position. In the event that there are two (2) or more such equally-qualified employees who are on layoff status, the vacancy shall be offered first to the most senior of the qualified, laid off employees.
- c. Any employee who is laid off shall receive severance pay in the amount of two (2) weeks per year of service (paid via salary continuation), provided that the employee first executes a separation agreement with a general release of claims in a form provided by the School. No employee shall receive less than four (4) weeks of severance pay, nor more than thirty (30) weeks of severance pay.

ARTICLE XVI - LABOR PEACE

During the term of this Agreement or any extension or renewal thereof, the Union will not engage in, call, or sanction, nor will any member of the Union or employee covered by this Agreement engage in, nor will such persons induce or encourage any other person to engage in any strike against the School, sympathy strike, sickout, work-to-rule, unfair labor practice strike, slow-down or withholding of goods or services by such employees in whole or in part, or any picketing of the School's premises or any other premises at which employees of the School are engaged in their usual duties. The School shall not institute, declare or cause or attempt to institute, declare or cause any lockout of its employees during the term of this Agreement or any extension or renewal thereof.

ARTICLE XVII - NO ALTERATION

No agreement, alteration, understanding, variation, waiver or modification of any terms or conditions or covenants contained herein shall be made by any employee or group of employees with the School and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto.

ARTICLE XVIII - MANAGEMENT RIGHTS

Except as limited or modified by the express terms of this Agreement and/or by applicable law, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the MCS Board of Trustees (herein called "Board"), including, without limitation to: determine and fulfill the School mission, manage and operate School programs; establish, modify, or abolish programs and courses of

instruction and standards for students; establish student admissions policies; discipline Employees for just cause; hire Employees, determine their qualifications, and assign and direct their work (including teacher/class assignments); set standards for employees not inconsistent with the terms of this Agreement; promulgate rules and regulations, and supervise employees; determine the School calendar and hours of work; determine or modify class schedules; lay-off of Employees; determine staffing patterns and design; determine the number of Employees and kinds of employees required; ensure the rights and educational opportunities of all students; maintain Board operations; move or modify facilities; establish budgets and budget procedures, determine budgetary allocations, and invest its resources; set tuition levels; determine the methods of raising revenue; manage and operate School's business, publications, finances, and facilities; direct, plan and control all Employer operations; establish and/ or change existing operational methods, technologies, materials, equipment, and facilities; to subcontract work; restructure and reorganize its operations; and to exercise sole discretion on all decisions involving the scope of the School's mission and business. The parties further recognize that MCS has the responsibility to efficiently manage and conduct School operations within reasonable legal and financial limitations and that the School's primary obligation is to provide a viable framework and organization for delivering the best possible education to its students. (All references to "School" shall include the School's Farm.) The School's failure to exercise any right, prerogative, or function hereby reserved to it, or the School's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the School's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE XIX - PERSONNEL POLICIES

The policies set forth in the MCS Employee Handbook shall continue to apply to Employees to the extent that such Personnel Policies do not conflict with explicit provisions of this Agreement. To the extent that any of the Personnel Policies conflict with any of the explicit provisions of this Agreement, the explicit provision(s) of this Agreement supersedes the Personnel Policies.

ARTICLE XX - INTRODUCTORY PERIODS AND REAPPOINTMENT OF TEACHING

STAFF

1. Introductory Period for Non-Teaching Staff: The introductory period for non-Teaching Staff shall be ninety (90) days, beginning the first day of work; provided, however, that upon notice to the introductory employee, the introductory period may be extended for an additional thirty (30) days at the sole discretion of the School. MCS may, in its sole discretion, discipline any introductory employee, up to and including termination of employment, for any reason. An introductory employee who is disciplined or discharged during the introductory period shall not have recourse to challenge the

discipline or termination in the parties' grievance and arbitration procedure, except (and solely) on the grounds that the discipline or termination violated Article XI "Non-discrimination."

2. Introductory Period for Teaching Staff: All Teaching Staff will be on a trial period beginning their first day of employment through April 30 of their third year of employment; provided, however, that MCS may accelerate the Introductory Period to April 30 of a Teaching Staff's second year of employment in its sole discretion. MCS may, in its sole discretion, discipline any Teaching Staff in their trial period, up to and including termination, for any reason. Teaching Staff who is disciplined or discharged during the Introductory Period shall not have recourse to challenge the discipline or termination in the parties' grievance and arbitration procedure, except (and solely) on the grounds that the discipline or termination violated Article VI "Non-discrimination."
3. Assistant Teachers are term-limited to two reappointments (i.e., no more than three School Years of employment) at the School's sole discretion (including because they are subject to the "trial period" set forth above), after which they are separated from employment without entitlement to severance pay or recall rights. Nothing herein shall preclude the School from hiring an Assistant Teacher as a Head Teacher or in any other role following their term limit.
4. MCS will provide reappointment letters to Teaching Staff no later than March of the current school year. A teacher must accept the offer in writing within 10 business days of the receipt of the offer or the offer may lapse upon notification by the School. Teaching Staff who need additional time to respond must request such additional time from the school. Reappointment letters extended to Introductory Period Teaching Staff may be revoked at the School's sole discretion up to and including the last day of the Introductory Period.
5. For purposes of clarity, any teacher not in their Introductory Period who is not reappointed may contest their non-reappointment in accordance with the grievance procedure in this Agreement.

ARTICLE XXI - WAGES AND COMPENSATION

Annual Across-the-board Wage Increases

1. Effective and retroactive to September 1, 2021 all employees shall receive a 3% increase into their base wage to be implemented by the 3rd paycheck after ratification;
2. Effective September 1, 2022, all employees shall receive a 3% increase into their base wage;
3. Effective September 1, 2023 all employees shall receive a 3% increase into their base wage
4. Effective September 1, 2024, all employees shall receive a 4% increase into their base wage.

MCS will make a lump-sum payment of the amounts due to each employee retroactive to September 1, 2021 within three pay periods after ratification of the CBA (to bring them current as of the date of the payment).

Wage Minimums:

The School agrees to the following hiring minimums below retroactive to September 1, 2021, for full-time positions (to be prorated for part-time positions and at 90% of the below rates for Farm Employees located in Roxbury):

Maintenance Employees	\$40,000
Kitchen Assistant	\$40,000
Assistant Cook	\$48,000
Administrative Assistant	\$50,000
Assistant Teacher	\$50,000
Lower and Upper School Administrative Coordinator:	\$65,000
Advancement Consultant	\$65,000
Institutional Giving, Alumni Relations and Annual Giving Manager	\$75,000
Asst. Dir. Of Admissions & Enrollment	\$75,000
Database Manager	\$80,000
IT Manager	\$80,000
Director of High School Placement	\$80,000
School Counselor	\$80,000
School Nurse	\$80,000
School Psychologist	\$90,000

Each of the minimums referenced above will increase 1.5% each School Year covered by the Agreement, commencing at the start of the 2022-2023 School Year.

Scale Adjustments: For all Teaching Staff (whose positions are not referenced in “Wage Minimums” above) who earn below the appropriate step according to the 2021-2022 salary scale shall be raised to those amounts, as follows:

1. Teaching Staff who have more than 25 years of teaching will receive 100% of the amount retroactive to beginning of the first pay period of the 2021 academic year, paid as a lump sum into base by June 30, 2022;
2. All Teaching Staff with 10-24 years of service at MCS will receive 50% of the adjustment retroactive to the beginning of the first pay period of the 2021-2022 academic year and the remainder of the adjustment on the date of the first pay period of academic year 2022-2023;

3. All Teaching Staff who have fewer than 10 years of service with MCS will receive their adjustment effective on the first pay period of the 2022-2023 school year.
4. Adjustments to be calculated after the applicable across-the-board increase is applied, as set forth in the Parties' side-letter on this topic.

Masters and PhD differentials: Teaching Staff other than Assistant Teachers and Learning Specialists who hold a Masters' Degree shall receive a differential of \$1,000 and those with a PhD shall receive a differential of \$2,000.

Salary Scale: In no case shall Teaching Staff (whose positions are not referenced in "Wage Minimums" above) earn below the appropriate step on the salary scale. The Labor Management Committee shall convene to develop a new salary scale for Teaching Staff with a goal of completion by January 2023. Nothing in the salary scale shall prohibit MCS from hiring Teaching Staff above the agreed upon minimum rates.

Stipends

MCS shall pay the following stipends to Teaching Staff who fulfill the corresponding duties as assigned and/or approved in advance by a Director:

- \$200 per trip for accompanying a student trip to the MCS Farm.
- \$150 to chaperone an evening event for students (e.g., School dance, game night, movie night) and childcare
- \$3,000 per season for coaching an athletic team
- \$4,000 per academic year for serving as dual grade Team Coordinator (e.g., 7th/8th grade Team Coordinator)
- \$4,000 per academic year for serving as a "New MCS Teacher Coach"
- Farm Interns shall receive a stipend of \$1000 per month plus room and board, plus any contractual increases.

ARTICLE XXII - 403(B) RETIREMENT PLAN

Contributions: Effective July 1, 2022, MCS shall make retirement contributions as follows:

- For employees in years 2 through 5, MCS will match an Employee's contribution up to 5%;
- For employees in year 6 and beyond, MCS will contribute an additional 2.5%.

For Employees hired prior to July 1, 2020: The School shall make a one-time contribution equal to 5% of the Employee's gross salary as of June 30, 2020, as follows: (i) for employees age 55 or older as of the

commencement of the 2021-2022 school year, such contribution shall be made on June 30, 2022; or (ii) for Employees below age 55 as of the commencement of the 2021-2022 school year, such contribution shall be made on June 30th, 2023.—Employee must be employed on the date such contribution is due in order to receive it.

Eligibility: The School shall amend the current 403(b) plan, to the extent required, to: (i) reduce any minimum age requirement for plan eligibility to 18 years of age, (ii) fix the dates on which an otherwise eligible Employee may begin participating in the Plan to the first day of the first month following 30 days of continuous employment.

ARTICLE XXIII - HEALTH PLAN

1. For the 2021-2022 plan year, the Employer shall offer four Empire Blue Cross Blue Shield plans: (i) EMP-PPO Blue Access 3B1, (ii) EMP-NY-PPO HSA9 1, (iii) EMP-EPO Blue Access 5C 1, and (iv) EMP-EPO HSA 9B 1. Each plan shall offer employee-only, employee +1, Employee + Child, and Family coverages. The plan year for these health insurance plans are June 1 through May 31.

2. The Employer shall contribute the following percentage toward the monthly premiums, as follows:

For the EPO Plans (plans (iii) and (iv), above):

- Employee-Only: **99%**
- Employee + 1: **67%**
- Employee + Child: **75%**
- Family: **67%**

For the PPO Plans (plans (i) and (ii), above):

- Employee-Only: **85%**
- Employee + 1: **60%**
- Employee + Child: **67%**
- Family: **60%**

The Employer shall make the percentage contributions set forth above during the life of any initial collective bargaining agreement executed by the parties. The Union acknowledges and agrees that the premium charges may increase or decrease each plan year.

HSA Accounts Plans (ii) and (iv) above are high deductible plans which provide for a health savings account option. The Employer will contribute \$1,000.00 to the HSA account of employees enrolled in such

a plan with Employee-only coverage, or \$2,000.00 to the HSA account of employees enrolled in such a plan with Employee +1, Employee + Child, or Family coverage.

Health Rewards Program The Employer will create a voluntary “Health Reward Program” effective July 1, 2021. Only employees enrolled for Employee-Only coverage under the non-HSA plans (Plans (i) and (iii)) shall be eligible to participate in the Health Reward Program (“Program”). The Program will reward such employees for engaging in certain designated health activities as follows: (a) \$50 each calendar month for employees enrolled in Plan EMP-EPO Blue Access 5C 1 (Plan (iii)), or (b) \$20 each calendar month for employees enrolled in EMP-PPO Blue Access 3B1 (i).

Changes to Health Plans: Medical, dental and/or vision benefit plans in effect on the date of the ratification of this Agreement shall remain in effect for the remainder of the Plan year (May 2022). For each subsequent plan year overlapping in whole or in part with the term of this Agreement, the School shall notify the Union of any proposed material changes to the medical, dental and/or vision benefit plans. Prior to implementing any material changes to any of such plans, and upon a timely request by the Union to bargain over the School’s proposed changes, the School shall meet and bargain with the Union in good faith over any such proposed changes. Nothing, however, shall prohibit the School from implementing any change in the absence of agreement between the School and Union by the date on which changes must be provided to the applicable third party (e.g., insurer, PEO, etc.), provided, however, that the School will continue to bargain over the effects of any such changes.

ARTICLE XXIV - SUBSTITUTION PAY

In the event that one Employee is assigned to substitute for a second Employee in a higher-paid job during their period of paid or unpaid leave, then the substituting employee shall be entitled to a 5% premium pay rate (i.e., 105% of the substituting employee’s regular pay rate) for periods lasting 30 days or longer during which the substitute employee spends at least half of their time performing the substitute work. The 5% premium shall be back-dated to the first day of the substitution duties (once the 30-day threshold is crossed.) For purposes of this provision, a Teacher substituting for another Teacher does not constitute substituting for an Employee in a higher-paid job.

ARTICLE XXV - ADDITIONAL TEACHING LOAD

Where an Assistant or Head Teacher or Specialist teaches classes in addition to their normal schedule for a minimum of one consecutive month, such Assistant or Head Teacher or Specialist shall be paid \$35.00 for each class (class period) taught. Nothing herein prevents the School from engaging a non-Employee, substitute teacher to perform such work.

ARTICLE XXVI - SCHOOL EVENTS

All Teaching Staff shall attend the following events without additional compensation: Staff Development Days, Admissions Open House, Curriculum Night, Parent Teacher Conferences, Board Staff Reception, Staff Meetings.

All Teaching Staff shall participate in two (2) of the following school events without additional compensation, which may be outside of the regular School hours: MLK March, Farm Festival, Parents Association Meeting, New Admissions Reception, Big Night Out, and Farm Outing Day. MCS will endeavor to schedule these events at the beginning of each school year. If too few Teaching Staff have agreed to participate in any event, MCS shall first notify applicable Teaching Staff of such occurrence and the number of Teaching Staff who must be reallocated so that Teaching Staff may decide among themselves who shall participate in each to meet MCS's minimum attendance requirements, and if such reallocation is not sufficient to meet MCS's minimum attendance requirements for any event(s), MCS shall determine which Teaching Staff shall participate in each.

ARTICLE XVII - SHARED SERVICE

1. Employees duties may include responsibility for lunch duty, park, morning "welcome" duty, afternoon dismissal duty, and-filling in for after-school snack duty and other responsibilities for students as reasonably determined by a Director.
2. Employees will grant MCS permission/rights to take and use pictures/videos depicting them for the legitimate purposes of the School, including for marketing materials, the MCS website, parent outreach, etc. MCS will meaningfully assess a request to be exempt from such obligations in the case of safety and similarly exceptional cases. All employees whose job description does not include student recruitment will participate in guiding prospective student tours and meeting with prospective families as reasonably requested by the Directors.
3. The Employer shall not photograph, "capture" or publish any images of employees in their homes or other personal spaces without notification to employees.

ARTICLE XXVIII - PROFESSIONAL DEVELOPMENT

1. Employees are expected to take an active part in a full range of professional development activities, including activities arranged and scheduled by the School during the School Year. Professional Development days shall be scheduled by the School, and the School will make every effort to schedule Professional Development dates and notify affected employees as early as practicable.

2. Teaching Staff also are encouraged to take advantage of other professional growth opportunities outside of the School which would benefit them and the School, including attendance at conferences, workshops, and seminars (including reasonable domestic travel and lodging). The School will make best efforts to budget \$30,000.00 per academic year for such outside opportunities. The allocation of \$10,000 of such budget shall be recommended by the Joint Labor Management Committee, which recommendation must be approved by the appropriate Director and/or Head of School – no reasonable request to be denied. Requests for professional development funds outside of the LMC process may be made directly to the appropriate Director and/or Head of School, who may grant or reject them in their sole discretion. Time granted for professional development shall be deemed days worked (such that paid time off will not be used).

ARTICLE XXIX - TUITION BENEFIT

Employees whose children are enrolled in the School shall pay 30% of the Contracted Fee as determined by FFW. After school for children of staff (who attend MCS) is free of charge.

ARTICLE XXX - PAID LEAVE

1. Vacation

- a. *Teaching Staff:* City faculty receive four weeks paid vacation during the school year (September – June) when the school is closed for breaks of two weeks in winter and a two-week spring break.
- b. *Farm Faculty:* Year-round Farm faculty are entitled to 5 weeks of vacation per fiscal year (July – June), to be taken during maintenance breaks. Faculty who do barn chores or seasonal farm work generally may not all take vacation at the same time; a chores sub can be hired if two barn chores faculty members must be away at the same time.
- c. *Administrative Staff:* Year-round administrative staff members are entitled to paid vacation each fiscal year according to the schedule listed below. Vacation outside the listed calendar parameters may be permitted under special circumstances, and must be authorized by the employee's supervisor and the Director. Requests for vacation shall not be unreasonably denied.
 - *Winter Vacation:* One of two weeks that the school is closed for winter break. Employees must coordinate with their supervisor to ensure some departmental coverage each week.
 - *Spring Vacation:* One of two weeks that the school is closed for spring break. Employees must coordinate with their supervisor to ensure some departmental coverage each week.

- *Summer Vacation:* Summer vacation is normally taken in July and/or August (when the building is closed for summer maintenance), as approved by the employee's supervisor. Employees with less than one year of service receive three week's summer vacation. Employees who have completed one year of service or more receive four week's summer vacation.

Employees are expected to take their full vacation time each fiscal year, and thus requests for vacation time off should be made as far in advance as reasonably practicable. If a vacation request is denied by the School, the Employee and their direct supervisor shall find a mutually agreeable time before the end of the fiscal year for the Employee to take the vacation time. If no resolution is reached to permit the Employee to take the requested vacation before the end of the fiscal year, the Employee may carry over up to five (5) vacation days to be used during the first three months of the next fiscal year. Employees who are regularly scheduled to work a minimum of 20 hours per week are eligible for vacation leave. Upon termination (except in cases of gross misconduct) for those employees who may have accrued and unused vacation balances (excluding teaching staff and excluding carry-over vacation time), MCS will provide a payout of accrued, unused vacation from the current fiscal year, as long as the employee provides 2 weeks-notice of resignation.

2. Personal Days. Employees are eligible for personal leave as follows:

- *Full-Time Teaching Staff* working a 10-month schedule (i.e., the School Year, September-June, exclusive of Summer Vacation) are entitled to two (2) paid personal days each school year.
- *Full-Time Administrative Staff and Farm Faculty* on a 12-month schedule are entitled to three (3) paid personal days per fiscal year.
- *Part-Time Staff* regularly scheduled to work a minimum of 20 hours per week will receive a prorated portion of days each fiscal year equal to the percentage of time worked, which will be calculated by the Director of Finance.

Personal days are not carried over from fiscal year to fiscal year for any MCS staff member and will not be paid out upon termination of employment. Personal day requests for days connected to a long weekend or vacation, thus extending a long weekend or school vacation, will ordinarily not be granted.

3. Wellness Days. Each employee shall be provided three "Wellness Days" each fiscal year (provided, however, that Teaching Staff shall be permitted to take such days during the school year), which may be used for any purpose, including, without limitation, for rest and relaxation or as additional time for bereavement. Wellness Days are not carried over from fiscal year to fiscal year for any MCS staff member and will not be paid out upon termination of employment.

4. Summer Fridays. For administrative employees at 85th Street, the period July 1 through the workweek prior to the week during which classes begin for the new school year, the regular work week will be Monday through Thursday.

5. Holidays.

1. The following days are paid holidays: Labor Day, Indigenous People's Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King Jr.'s Day, Presidents Day, Good Friday, MCS Founder's Day (Friday before Memorial Day), Memorial Day, Day after the last Day of School (for non-farm staff), Independence Day, and Juneteenth.
2. If the above holidays fall on a weekend, the paid holiday will be observed on a Friday before or the Monday after the holiday, as reflected by the School's official calendar. If July 4th falls on a Tuesday or Thursday, the paid holiday shall be extended to include all working days through the nearest prior or following weekend, and if it falls on a Wednesday the School shall choose in its discretion whether to designate Monday-Tuesday or Thursday-Friday as the extended holiday.
3. If Eid, Lunar New Year, Rosh Hashanah Yom Kippur, or Diwali fall on a workday, they shall count as paid holidays.
4. Employees who work on a paid holiday shall be entitled to time-off from work on another date(s) at a rate of 1.5x for holiday hours worked.

5. Sick Leave. Employees are eligible for sick and safe leave as follows:

- *Full-Time Teaching Staff* on a 10-month schedule (September-June) are entitled to seven (7) paid days each school year.
- *Full-Time Administrative Staff and Farm Faculty* on a 12-month schedule are entitled to ten (10) paid days per fiscal year.
- *Part-Time Staff* will receive a prorated amount each fiscal year equating to no less than 1 hour for every 30 hours worked. These amounts will be tracked and determined by the Director of Finance.
- Sick and safe time may be used in half day (4 hours) or full day (8 hours) increments.
- Employees may carry over sick days from one fiscal/school year (as applicable) to the next, provided, however, there shall be a "cap" of 30 sick days in an Employee's sick

leave “bank” at any time (and thus, once the Employee reaches the “cap,” the Employee will not be able to roll-over accrue additional sick days in excess of the “cap”).

6. Bereavement Leave. Staff members are entitled to three days of bereavement leave for the death of a family member and up to five days if out of town travel is required. If a longer leave is requested, it must be discussed with the HR Manager. A family member includes a spouse, domestic partner, parent, child, sibling, grandparent, grandchild, the child or parent of the employee’s spouse or domestic partner, any other individuals related by blood to an employee, and any other individual whose close association with the employee is the equivalent of a family relationship.

7. Jury Duty Leave. MCS encourages employees to fulfill their civic responsibilities by serving jury duty when required. In accordance with New York State laws and with commitment to promote good citizenship, the School will not discharge or otherwise penalize any employee because of their absence at work to serve as a jurist.

When an employee’s request to serve jury duty results in an undue hardship to MCS, the School may request the employee to postpone jury duty service.

MCS will provide continuation of pay for jury duty for employees regularly scheduled to work a minimum of 20 hours per week. Jury duty pay will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence. Employees will be required to provide proof of service to receive full pay. Employees regularly scheduled to work less than 20 hours per week will receive the jury fee of \$40 or their wage (whichever is lower) each day for the first 3 days of jury service. Alternatively, an employee may choose to use any accrued and unused paid time off as applicable to receive full pay over losing wages.

An employee must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate her/his absence. A copy of the jury duty summons must be sent to the Business Office for inclusion in the employee’s personnel file. Since the School is continuing to pay the absent employee’s regular wages, the employee is expected to report for work whenever the court schedule permits.

8. Enhanced Disability. MCS provides enhanced disability coverage for employees who become disabled due to injury or illness. MCS will continue full pay for up to a maximum of six (6) weeks for an employee’s own injury or illness which qualifies as a disability under the New York State Short Term Disability and/or FMLA. This benefit begins on day one of the employee’s leave. Eligible employees include part-time and full-time employees regularly scheduled to work a minimum of 1250 hours per year

and who have been employed at MCS for a minimum of one year. In order to be eligible for this enhanced paid leave, employees must apply for New York State Disability Insurance within 30 days. A maximum of six (6) weeks of paid leave will be provided during any rolling 12 month period. If the employee is approved for short-term disability insurance, then the School is required only to pay the employee the difference between 100% of their regular wage and the amount of short term disability received.

9. Long-Term Disability. Manhattan Country School provides a long-term disability (LTD) benefits plan to employees who are regularly scheduled to work a minimum of 30 hours per week. This plan provides a monthly benefit of 60% of an employee's monthly salary, should an employee remain disabled for more than 180 days. Eligible employees may participate in the LTD plan subject to all terms and conditions of the agreement between Manhattan Country School and the insurance carrier.

LTD benefits that may be paid are offset with amounts received under Social Security or workers' compensation for the same time period. Details of the LTD benefits plan including benefit amounts, limitations, and restrictions are described in the plan documents provided to eligible employees. Contact the Business Office for more information about LTD benefits.

10. NYSPFL (New York State Paid Family Leave) shall be provided in accordance with applicable law. Full-time Employees who are receiving New York Paid Family Leave may supplement such paid benefit by concurrently using paid personal and/or vacation days in one-third -day increments such that Employees may receive (in combination) up to 100% of their regular base wages during such NYPFL period.

ARTICLE XXXI - FAMILY MEDICAL LEAVE (FMLA) AND MEDICAL LEAVE AND FAMILY CARE (MLFC)

1. FMLA (Family Medical Leave Act): Leave to be provided in accordance with applicable law.
2. MLFC (Medical Leave and Family Care) Leave Policy: For those employees not covered under FMLA, MCS provides MLFC leave (Appendix A)

ARTICLE XXXII - OTHER LEAVES

Employees are entitled to Election/Voting Leave, Bone Marrow Donation Leave, Blood Donation Leave, Victim and Witness Leave, Nursing Leave, Military and Military Spouse Leave, First Responder Leave in accordance with New York State Law.

ARTICLE XXXIII - SCHOOL YEAR and HOURS OF WORK

1. Teaching Staff: MCS has the exclusive right to determine the scheduled school year and/or modify the school schedule as deemed necessary in light of current conditions subject to the following: (i) returning Teaching Staff shall not be required to report to work more than eight calendar days in advance of the first day of the school year (i.e., first day of student classes) provided, however, that the Friday immediately preceding the first day of the school year will be a paid day off, (ii) Teaching Staff new to the school shall not be required to report to work more than two days in advance of returning Teaching Staff; and (iii) all Teaching Staff shall be required to continue reporting to work up to one week following the end of the school year.
2. All Other Employees: All others shall work 12 months per year, except Kitchen Employees, as set forth below.
3. Teaching Staff: Teaching Staff are generally expected to be in their classrooms or other assigned location by 8:00 a.m. Supervisors may reasonably require Teaching Staff to remain at school after class dismissal for work such as staff or committee meetings, professional development, etc. Directors may permit Teaching Staff to arrive later or release such Teaching Staff early from time to time in their sole discretion, provided, however, that the parties acknowledge and agree that no “past practice” shall be created (whether with respect to an individual or group). Teaching Staff lunches shall be scheduled between 11:00 a.m. and 2:00 p.m.
4. Non-Teaching Staff and Administrators: The regular work week shall be forty (40) hours, scheduled Monday through Friday, inclusive of a thirty (30)-minute paid lunch break and two (2) paid fifteen- (15-) minute breaks. The time of lunch and break periods must be approved by the employee’s supervisor, who may adjust meal and break periods to account for variations in work schedules and operational needs.
5. Kitchen Employees: Working hours are guided by the School Day hours, but may be required to work in aid of weekend and/or evening events, and based on meal service and preparation needs. Notwithstanding the other provisions in this Agreement, Kitchen employees generally do not work during the summer months, but shall endeavor to be available as needed from time-to-time with advance notice of at least ten (10) business days. Kitchen employees may be expected to return to work in the fall up to eight (8) working days before the first day of school and may be expected to report to work for up to eight (8) working days after the last day of the school year.

6. Farm-Based Employees:

- a. The regular work week in any week when students are at the Farm shall be Monday through Friday, typically 10-hour shifts for each full day with students (excluding arrival and departure days) scheduled between 6:30 a.m. and 6:30 p.m., inclusive of a meal break. There are normally two, overlapping shifts each day.
- b. The regular work week in any week when no students are at the Farm shall be approximately 40 hours Monday through Friday, typically scheduled between 6:30 a.m. and 6:30 p.m. in 8-hours shifts inclusive of a meal break.
- c. Farm staff shall be assigned weekend “Barn Chores” to be performed, on average, every other weekend. Each weekend day shall be approximately 1.5 hours of work.
- d. In addition to the above, Farm staff shall be assigned “Seasonal Work” (e.g., haying, maple syrup production) on weekends during the applicable seasons. Each such weekend work day shall be approximately 8 hours, inclusive of a meal break.

7. Maintenance Employees:

- a. Day Shifts: The regular work week shall be Monday through Friday, typically 8-hour to 9-hour overlapping shifts inclusive of a meal break,
- b. Evening Cleaning Shift: Commences after school hours, and is typically a 5-hour to 7-hour shift.

ARTICLE XXXIV - PREP TIME AND REPORT WRITING DAY

1. Prep Time: Head Teachers and Specialist Teachers will be scheduled for the following minimum amounts of prep time:

- Three hours of prep time weekly for those primarily teaching 4-5s through 6-7s classes;
- Five hours of prep time weekly for those primarily teaching 7-8s through 9-10s classes;
- Eight hours of prep time weekly for those primarily teaching upper school classes

2. Report Writing Day: Head Teachers and Advisors writing progress reports are entitled to one day each school year to write at home. Part-time specialists confer with Lower and Upper School Directors. Report Writing Days are organized by the Lower and Upper School on a schedule to minimally interfere with the academic program. Release time for report writing must be arranged at least one week in advance.

ARTICLE XXXV - REMOTE WORK

All non-teaching administrative employees may request to work remotely, provided that: 1) They have successfully completed their introductory period; 2) Their job duties are suitable for remote work; and 3) The Employee's supervisor has approved the remote work arrangement, in their reasonable discretion. Remote work arrangements may be amended or rescinded in the sole discretion of the School, provided that requests for remote work are not unreasonably denied. Administrative employees may work remotely during any of the School's vacation periods (including Winter and Spring breaks).

ARTICLE XXXVI - BUSINESS EXPENSES

Business-related expenses which are pre-approved by an Employee's supervisor and the Director of Finance shall be reimbursed promptly upon submission of appropriate documentation.

ARTICLE XXXVII - EVALUATIONS AND REAPPOINTMENT OF TEACHING STAFF

1. All non-Teaching Staff employees will be evaluated annually.
2. Teaching Staff in the Introductory Period will be evaluated each School Year
3. All non-Introductory Period Teaching Staff will be evaluated every other School Year.
4. Performance evaluations are designed to provide employees frank feedback, including commendations and constructive criticism; performance goals for the upcoming year; and coaching to improve deficiencies (if any). Performance evaluations shall not constitute discipline for purposes of the progressive discipline process, although matters noted in performance reviews may be raised as discipline thereafter, but such discipline shall be conducted separately.

ARTICLE XXXXI - LIFE INSURANCE AND ACCIDENTAL DEATH & DISMEMBERMENT

The School provides employees who are regularly scheduled to work a minimum of thirty (30) hours per week with life insurance at no cost to the employee. The amount of insurance equals an employee's annual salary up to a maximum limit of \$50,000.

ARTICLE XXXVIII - WORK MADE FOR HIRE

MCS hereby grants to any employee who develops classroom curricula, teaching techniques, lesson plans, creative products, or teacher training programs, etc. as part of their employment with the school, a perpetual, royalty-free license to use materials and to incorporate them into a derivative work; and any such employee hereby grants to MCS a perpetual, royalty-free license to use any such derivative work.

ARTICLE XXXIX - MISCELLANEOUS

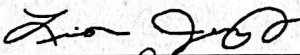
Employees shall not be subject to search or inspection of their persons or personal property, including without limitation their vehicles, handbags, backpacks, etc., except as reasonably necessary to investigate work-related accidents or gross misconduct (i.e., weapons possession, illegal drug possession, theft, harassment, etc.) upon probable cause. With the exception of an emergency situation, should MCS determine that there is cause to conduct any search outlined herein, it shall notify a Union steward in advance in order to ensure union representation for the person subject to any search.

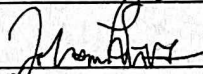
There shall be no drug testing of any employee without mutual agreement of the Employee and the Union.

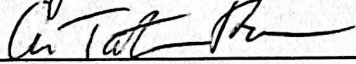
ARTICLE XXXX - TERM

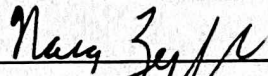
This Agreement, which represents the complete agreement between the Parties, shall commence on March 14, 2022 and shall continue through 11:59 p.m. on March 13, 2025, and shall continue thereafter from year to year unless, within sixty (60) to ninety (90) days prior to the expiration of this Agreement (or at the conclusion of any annual continuation thereof), either party serves a written notice to the other party specifying a desire to modify or terminate this Agreement, in which event, negotiations for the new agreement shall commence at the request of either party.

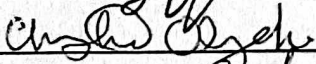
FOR LOCAL 2110 UAW:















DATE: 06/21/2022

FOR MANHATTAN COUNTRY SCHOOL:



DATE: 06/21/2022

Appendix A

Manhattan Country School Medical Leave and Family Care Policy

Eligibility

The School provides leaves of absence without pay to eligible employees for any of the following reasons:

1. the birth of a son or daughter and to care for such son or daughter;
2. the placement of a son or daughter with you for adoption or foster care and to care for the newly placed son or daughter;
3. to care for a spouse, son, daughter or parent ("covered family member") with a serious health condition;
4. because of your own serious health condition which renders you unable to perform an essential function of your position; or,
5. Because of any qualifying exigency (as defined under the Federal Family Medical Leave Act arising out of the fact that an employee's spouse, son, daughter or parent is a covered military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserves component of the Armed Forces in support of contingency operations or Regular Armed Forces for deployment to a foreign country. This leave also is available for family members of active duty service members.

Leave because of reasons (1) or (2) must be completed within the 12-month period beginning on the date of birth or placement. For purposes of this policy, serious health conditions or disabilities include inpatient care in a hospital, hospice, or residential medical care facility; continuing treatment by a health care provider; and temporary disabilities associated with pregnancy, childbirth, and related medical conditions. In the event that state or federal law provides for greater rights than provided by this policy, it is the School's policy to govern its actions in accordance with those laws. For example, state law may extend MLFC leave entitlements to civil union and domestic partners.

Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post deployment reintegration briefings.

Amount of Leave Available

Eligible employees are normally granted leave up to a maximum of 12 weeks within a 12-month rolling period measured backward from the date of any leave usage.

Where permitted by law, MLFC leave exhausts while using leave under federal, state or local family and medical leave laws. Unless otherwise provided by law, for purposes of this policy, leave usage includes leave provided pursuant to this policy or leave previously granted under state or federal leave laws (i.e. Emergency Family and Medical Leave Expansion Act under the Families First Coronavirus Response Act "FFCRA").

MLFC leave must be used in one-week increments unless it is exhausting concurrently on an intermittent basis with a state or federal law (i.e. FFCRA), or another applicable employer exception applies. Exceptions to this minimum increment requirement will be considered to accommodate protected disabilities and as otherwise required by law. Employees will also be required to exhaust any accrued paid leave time while taking unpaid leave.

If the initial period of approved absence proves insufficient, consideration will be given to a request for an extension. Extensions will be provided based on operational requirements and business needs. However, benefits will only be provided for the initial maximum of 12 weeks after which time the employee may apply for benefits continuation under COBRA.