

EXHIBIT "A"
2/11/11
HCC/ML

**BLIND BROOK-RYE UNION FREE SCHOOL DISTRICT
CALENDAR FOR STUDENT ATTENDANCE 2011-2012**

1-10-11

September					October					November					December				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
29	30	31			3	4	5	6	7		1	2	3	4				1	2
5	6	7	8	9	10	11	12	13	14	7	8	9	10	11	5	6	7	8	9
12	13	14	15	16	17	18	19	20	21	14	15	16	17	18	12	13	14	15	16
19	20	21	22	23	24	25	26	27	28	21	22	23	24	25	19	20	21	22	23
26	27	28	29	30	31					28	29	30			26	27	28	29	30

January					February					March					April				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
2	3	4	5	6			1	2	3				1	2	2	3	4	5	6
9	10	11	12	13	6	7	8	9	10	5	6	7	8	9	9	10	11	12	13
16	17	18	19	20	13	14	15	16	17	12	13	14	15	16	16	17	18	19	20
23	24	25	26	27	20	21	22	23	24	19	20	21	22	23	23	24	25	26	27
30	31				27	28	29			26	27	28	29	30	30				

May					June				
	1	2	3	4	M	T	W	T	F
7	8	9	10	11					1
14	15	16	17	18	4	5	6	7	8
21	22	23	24	25	11	12	13	14	15
28	29	30	31		18	19	20	21	22
					25	26	27	28	29

UNUSED SNOW DAYS

- > If 3 days remain no school on May 25 & May 29
- > If 2 days remain no school on May 25

THREE Superintendent's Conference Day
September 1 & 2, and November 23, 2011

2011-2012 Days of Attendance		
Month	Teacher	Student
September	19	17
October	20	20
November	19	18
December	17	17
January	20	20
February	16	16
March	22	22
April	15	15
May	22	22
June	16	16
	186	183

If 1 unused snow day is available
1 instructional day will be added
to the calendar.

2011-2012	
August 31	New Teacher University
September 1	Superintendent's Conference Day # 1
September 2	Superintendent's Conference Day # 2
September 5	Labor Day
September 6	Schools Open
September 29-30	Rosh Hashanah
October 10	Columbus Day
November 11	Veteran's Day
November 23	Superintendent's Conference Day # 3
November 24	Thanksgiving Recess
Dec. 26-31	Christmas/New Year's Recess
January 1	Christmas/New Year's Recess
January 3	Schools Open
January 16	Martin Luther King Day
February 20-24	Winter Recess
February 27	Schools Open
April 6-13	Spring Recess (Passover/Easter)
April 16	Schools Open
May 28	Memorial Day
June 13-22	Regents Exams
June 22	Last Day of School

If more than 3 snow days are needed, instructional days will be added
(April 13, April 12, April 11..., 2012)

February 7, 2011
**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE BLIND BROOK UNION FREE SCHOOL DISTRICT
AND
THE BLIND BROOK MANAGERS ASSOCIATION**

The Blind Brook Union Free School District ("District") and the Blind Brook Managers Association ("Association") hereby enter into this Memorandum of Agreement in complete and final settlement of all issues proposed and negotiated for a July 1, 2010 to June 30, 2012 collective bargaining agreement between the District and the Association. The terms of this Memorandum of Agreement shall not become effective unless and until they are approved and ratified by the Board of Education of the District and ratified by the members of the Association.

PREAMBLE - Agreed as stated between the parties

Article 1. RECOGNITION - Agreed as stated between the parties

Article 2. DURATION OF AGREEMENT

A. This agreement shall become effective July 1, 2010 and shall remain in full force and effect until June 30, 2012.

B. This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms and conditions.

Article 3. SALARY

A. Compensation shall be based upon the Performance Review as listed in Article 3, Salary Section B. There shall be four levels of performance with different levels of compensation attached to them. Such compensation shall be added to base salary on July 1 of each year. The first year of compensation shall be prorated effective the first day of the month following ratification and Board approval. Compensation shall be as listed below:

LEVEL 4 = \$3,000.00

LEVEL 3 = \$2,000.00

LEVEL 2 = \$1,000.00

LEVEL 1 = \$0.00

B. Performance Review Document:

ANNUAL EMPLOYEE PERFORMANCE EVALUATION FOR MANAGERIAL STAFF

Categories:

LEVEL 4 – Exceeds expectations, Additional tasks completed beyond expectations, creative outcomes which positively impact schools achieved and stakeholders support results.

LEVEL 3 – Meets expectations, Tasks completed according to collaborative agreement and stakeholders support achieved.

LEVEL 2 – Needs improvement, Develop different strategies to address issues and provide for professional development.

LEVEL 1 – Unsatisfactory, Tasks not completed and stakeholders do not support results.

Evaluation format:

FOUR GOALS:

1. Maintenance of buildings and grounds
2. Management and training of employees
3. Targeted collaborative projects
4. Professional Development

Performance factors associated with each goal:

1. Knowledge of Task
2. Budgetary Accountability
3. Management Skills
4. Communication Skills
5. Collaborative Support
6. Planning and Organization
7. Leadership
8. Delegation
9. Administrative Tasks
10. Commitment to Safety Regulations

Each performance factor will receive a rating as follows:

- 0 points = Unsatisfactory
- 1 point = Needs Improvement
- 2 points = Meets Expectations
- 3 points = Exceeds Expectations

OVERALL EVALUATION SCORE

- 1 – 10 = Unsatisfactory
- 11 – 17 = Needs Improvement
- 18 – 26 = Meets Expectations
- 27 – 30 = Exceeds Expectations

The evaluator will commit to formative and summative checkpoints throughout the year to assess progress toward each goal. The goals shall be manageable in number, specific and measureable and prioritized to address substantive issues. Evaluator feedback shall take place on, or about, 12/15 and 5/15. Employee feedback should be addressed on, or about, 12/31 and 5/31. A summative evaluation conference shall take place on or before 6/15 of each year. Evaluator feedback dates must occur as a conference on or before these two dates with written feedback if deemed necessary. There shall be a written yearly professional growth plan with provision for in-service, conferences, and formal training, when agreed between the two parties. The District agrees to provide financial support and time for the employee to pursue his/her professional growth plan to the extent the annual budget allows.

Only an Overall Rating of "Needs Improvement" or "Unsatisfactory" may be appealed. Any such appeal must be made through the grievance procedure, but will only be heard up to the Board level. Evaluation determinations may not be the subject of arbitration.

Article 4. LEAVE

Section A. Vacation Days - Each member will be granted 20 vacation days. Up to 10 unused days may carry forward to the next year with the superintendent's approval.

Section B. Holidays - Holidays shall follow the calendar agreed to by and between the Blind Brook Administrators Association and the District.

Section C. Sick Days - Fifteen (15) sick days shall be granted per year. Unused sick days may be carried forward to the next year. Sick days may be used for family illness.

Section D. Personal Days - four (4) personal days shall be granted per year to be used for personal business which cannot be conducted outside the work day. Unused personal days cannot be carried forward to the next year. Unused days may be added to unused accumulated sick days for the next year.

Article 5. WELFARE FUND (VISION/DENTAL) AND FLEX SPENDING PLAN

The Board will contribute to the Federation Welfare Trust an amount equal to the Insurance Allowance paid for members of the Teachers' Unit. At the beginning of each year the District will forward a copy of the dollar amount to be provided by the District to the Trust for each member, upon request by the BBMA. The Board will establish and permit participation in an IRS 125 Flexible Spending Plan.

Article 6. PROFESSIONAL DEVELOPMENT

Each member will be reimbursed for any conference/workshop expenses that were approved in advance by the Assistant Superintendent (as per Board policy).

Article 7. DUES DEDUCTION

The Board will deduct dues in the amount certified by the SCHOOL ADMINISTRATORS ASSOCIATION OF NEW YORK STATE. The member will file a dues deduction authorization card to the District.

The liability of District is limited exclusively and solely to the remittance of the deductions from salary payments as provided in this Article 7. In no event shall the District be liable to any individual employee for the payment of monies remitted to the School Administrators Association of New York State.

Article 8. HEALTH INSURANCE

- A. Effective the first day of the month following ratification and Board approval, the following employee health insurance contribution rate will be in effect:

Employee contribution of 30% of the NYSHIP premium cost.

The Board will pay the remainder of the cost of coverage for either an individual employee or such employee's family in the New York State Employees Health Insurance Plan or an equivalent health insurance plan purchased by the Board.

Elective Plan:

At the employee's option, the employee may reduce medical insurance for a full year by completing an appropriate form furnished by the District. Any employee

changing from family to individual coverage or waiving family or individual coverage shall receive 25% of the premium savings. These monies will be non-pensionable and are taxable.

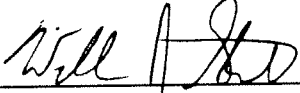
B. Health Coverage in Retirement

Effective the first day of the month following ratification and Board approval, and with 90 days notice of intent to retire, an employee who retires from the District with at least eight (8) full years of active service in Blind Brook shall have an employee contribution rate for health insurance of 30% of the applicable NYSHIP premium at the time of retirement and shall remain fixed.

Article 9. GRIEVANCE PROCEDURE


Grievance Procedure shall conform to the existing collective bargaining agreement by and between the Board and the Blind Brook-Rye Employees Local 4060 NYSUT, AFT, AFL-CIO, as attached.

FOR THE DISTRICT



William Stark, Superintendent

FOR THE ASSOCIATION


_____, President

given to the employee not later than ten work days after the evaluation has been completed or for any academic year not later than June 15th of that academic year.

- B. The employee and the evaluator will meet within 5 work days after the employee's receipt of the evaluation report for the purpose of reviewing the report. At the meeting the employee may choose to make written comments which will be attached to the original report.
- C. The original evaluation report will be signed by both the evaluator and the employee on the spaces provided in the report for their respective signatures. The employee's signature indicates that the report has been reviewed, but does not indicate agreement with the report.
- D. Where evaluations indicate less than satisfactory performance, corrective actions, whether written or oral, shall be promptly brought to the attention of the employee.
- E. The employee shall have the right to respond, in writing, within 5 work days after receiving a copy of the evaluation to any written evaluations made and to have such response included in his/her personnel file.

ARTICLE XXIV. PERSONNEL FILES

- A. An employee will be given a copy of any documents relating to his/her work performance subsequent to his hiring which is placed in his/her personnel file in the administration office. The employee shall initial the file copy of the document but such initialing merely indicates he has seen the material and does not indicate his/her agreement with the contents.
- B. An employee shall have the right to submit a written response within 10 work days after receipt of the document to any materials, specified in paragraph A. above, which are placed in the employee's file and have the response included in the administration file.
- C. Employees shall have the right, upon reasonable notice, to review the contents of their personnel file and to obtain a copy of any document contained therein, except that pre-employment materials shall not be subject to such review or copying.

ARTICLE XXV: GRIEVANCE PROCEDURE

Definition of Terms:

A "Grievance" shall mean a claimed violation of any express term of this Agreement.

A "Grievant" shall mean an employee or a group of employees in the service unit as defined in Article I of this Agreement, or the Union.

A "Day" shall mean any regular work day.

PROCEDURE

Employee

Any affected employee in the unit may present a grievance to his/her immediate supervisor. All grievances must be initiated within fifteen (15) days after the grievant knew or should have known of the act or condition which is the basis of the complaint. The grievance shall contain a statement of the act underlying the grievance, the contract section violated and the remedy or recourse sought.

LEVEL ONE: The immediate supervisor shall hold a conference on the grievance within ten (10) days of the receipt of the grievance. The grievant may be present at such conference. Within ten (10) days after the conference, the immediate supervisor shall issue a written decision which shall be sent to the grievant and the Union.

LEVEL TWO: In the event that the grievance is not amicably resolved at the first step conference or by the decision, the grievant shall, within ten (10) days after the receipt of the decision, appeal to the Superintendent of Schools, or his designee. Appeal to the Superintendent shall be heard by the Superintendent, or his designee, within ten (10) days after the receipt of the appeal. The grievant may be present at such conference. Within ten (10) days after the conference, the Superintendent, or his designee, shall issue a written decision which shall be sent to the grievant and the Union.

LEVEL THREE: If the grievance is not resolved at Level Two, the grievant may appeal to the Board of Education within ten (10) days after receiving the determination made at Level Two. Within ten (10) days after the receipt of this appeal, the Board or a committee thereof shall hold a conference. The grievant may be present at such conference. The grievant shall be entitled to three (3) days notice of such conference. Within fifteen (15) days after the conference, the Board shall issue a written grievance decision to the grievant and the Union.

LEVEL FOUR: Within ten (10) days after receipt of the Board's decision, an appeal may be taken to arbitration under the rules for voluntary arbitration of the American Arbitration Association by filing a Demand for Arbitration with the Superintendent of Schools and the American Arbitration Association. The selected arbitrator will have the authority only to decide if the contract has been violated and to provide a remedy for a violation. The arbitrator shall have no power or authority to order any remedy or to make any decision which is

contrary to law or rules or regulations having the force and effect of law or which in any way varies or modifies any of the terms of this Agreement. The decision and remedy of the Arbitrator, if made in accordance with his jurisdiction and authority under this Agreement, shall be final and binding upon the parties to the dispute.

The costs for services of the arbitrator, including expenses, if any, will be shared equally by the Board and the Union.

MISCELLANEOUS:

1. Failure of the responsible representative of the Board to respond within the time period provided by this Article shall allow an immediate appeal to the next step.
2. An employee grievant may be represented at all stages of the grievance procedure by a representative of the Union.
3. The Union has the right to be in attendance and to present its views at any and all employee grievance conferences.
4. An appeal to arbitration of an employee grievance may only be taken by the Union.
5. A grievant has a right to be represented by a Union representative and/or NYSUT representative at the arbitration level.
6. Any grievance that is not filed, or if filed, not presented at the next level, within the time limitations herein specified, shall be deemed waived.
7. The time limitations herein specified may be extended only by written mutual agreement of the parties.
8. The parties agree to make a reasonable effort to comply with requests of the other party to make available material and relevant documents concerning the alleged grievance which are dated not earlier than three (3) years prior to the date of the filing of the alleged grievance at Level One.
9. No reference to or records of a grievance shall be placed in the grievant's personnel file.
10. An officer of the Union may appear as an employee representative at a grievance and/or arbitration hearing without the loss of pay or sick/personal leave days to the Union Representative.

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