

## MEMORANDUM OF AGREEMENT

AGREEMENT made this 20<sup>th</sup> day of September, 2023, between the Board of Education of the Blind Brook-Rye Union Free School District (hereinafter referred to as the "District" or "Board") and the Blind Brook-Rye Employees Local 4060 (hereinafter referred to as the "Union").

WHEREAS, the District and the Union have entered into a collective bargaining agreement ("CBA") providing the terms and conditions of employment for Union members; and

WHEREAS, the parties wish to memorialize an agreement for payment of a stipend for personal hygiene duties, including toileting.

NOW, THEREFORE, the parties agree as follows:

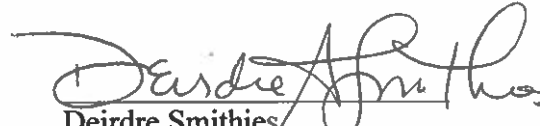
1. Any teacher aide assigned to the Special Education Department and required to perform personal hygiene duties, including toileting, in accordance with a student's Individualized Education Program (IEP) or Section 504 Plan shall be paid a stipend of \$1,750. The determination of entitlement for the stipend shall be made on a yearly basis and upon a change in the student's IEP and 504 Plan. In the event the teacher aide performs the personal hygiene duties in accordance with a student's IEP or Section 504 Plan for less than a full school year, the stipend shall be pro-rated.
2. A teacher aide who is assigned to these duties, shall upon their request, be in the vicinity of another adult while performing such duties.
3. This Agreement shall not be construed as modifying the CBA between the District and the Union.
4. This Agreement shall only become effective upon its execution by both Parties and approval by the Board.
5. This Agreement shall not be precedent setting, and, except as specifically set forth herein, shall not be construed as modifying any practices which may exist as between the District and the Union.
6. This Agreement shall not be utilized by either party in any grievance, arbitration or claim of any kind except as necessary to enforce its terms. If it is necessary to grieve the enforcement of the terms of this agreement, the parties shall be entitled to utilize the grievance process outlined in the parties CBA Article XXV.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 20<sup>th</sup> day of September, 2023.

  
Dr. Colin Byrne  
Superintendent of Schools

  
Deirdre Smithies  
President, BBREL 4060

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