

6/7/23

## MEMORANDUM OF AGREEMENT

Except as modified herein, the contract between the BOARD OF EDUCATION of the BLIND BROOK-RYE UNION FREE SCHOOL DISTRICT ("Board") and the BLIND BROOK-RYE FEDERATION OF TEACHERS, LOCAL 1890, NYSUT-AFT ("Federation") expiring June 30, 2023 (the "CBA"), shall remain in full force and effect.

The parties have engaged in good faith negotiations for a successor to the collective bargaining agreement expiring on June 30, 2023, and have agreed upon the terms of a successor agreement, which are codified in this memorandum. This memorandum shall be subject to ratification and approval by the Board of Education and ratification by the membership of the unit. The parties' respective negotiating teams agree to recommend such ratification/approval to their principals.

1. The parties' respective proposals made during the negotiations for the successor agreement to the collective bargaining agreement expiring on June 30, 2023, which are not a part of this Memorandum of Agreement, are hereby withdrawn.
2. The successor collective bargaining agreement will incorporate all the agreements contained in this Memorandum of Agreement, as well as any non-substantive housekeeping changes to the prior collective bargaining agreement expiring June 30, 2023, that are subsequently agreed to by the Parties.
3. **Term** – July 1, 2023 through June 30, 2028. Change all provisions referencing the term of the collective bargaining agreement to July 1, 2023 through June 30, 2028.
4. **Salary** – Year 1 – 1% plus increment  
Year 2 – 1% plus increment  
Year 3 – 1.25% plus increment  
Year 4 – 1.5% plus increment  
Year 5 – 1.75% plus increment

Apply to the following compensatory items in contract:

- a) Salary schedule
- b) Salary career increments (longevity) (Article XXVI B.)
- c) All stipends in Appendix B-1, B-2, B-3
- d) \$100 counselor stipend for night work (Article VI I.2)
- e) Compensation of mentor (Article VIII B)
- f) Compensation for PD courses after MA60 (Article XV 2.a.(3))
- g) Curriculum work rate (Article XV 3)
- h) Test preparation rate (Article XV 5)
- i) Coordinator/Advisor/Team Leader stipends - All stipends listed in article XXVII
- j) Stipends listed in Extra-Curricular Stipend Schedule Article XXVIII
- k) Early retirement notification (Article XXX B)
- l) Early retirement attendance incentive (Article XXX C 1.c. 3))



- m) Retirement incentive sick day payment amounts (Article XXX C 1.d.)
- n) Teaching Assistant salaries (Article XXXV. 1.)
- o) Teaching assistant longevities (Article XXXV. 2.)

5. **Teaching Assignment – Article IV – Paragraph A(1) – Notification of Assignment –**  
Delete and re-number subparagraphs (2) and (3) as (1) and (2);

**Existing Subparagraph (2) –** Delete and substitute as follows:

Teachers in grades K-12 shall be apprised of actual assignments by June 1<sup>st</sup>, when possible.

**Paragraph D – Elementary Schedule – Subparagraph (2)(b) – Second Sentence –** Delete “An additional forty (40) minute preparation period” and substitute “Three (3) additional forty (40) minute preparation periods”;

**Subparagraph 3(e) –** Delete and substitute as follows:

Reasonable efforts will be made so full-time Specials teachers whose teaching assignments span K-5 in any combination of grades within that range will teach no more than 240 minutes. The increase in the amount of time that specials teachers are expected to work shall not result in a reduction in force within the tenure areas encumbered by those specials teachers. The reduction in force clause shall sunset on June 30, 2027.;

**Add new Subparagraph (7) as follows:**

The District may solicit bargaining unit members in grades 2-5 to volunteer to participate in lunch supervision at RSS. In such a solicitation, bargaining unit members will be asked for the amount of minutes of lunch supervision they will provide in a six-day cycle. In the event that no member volunteers, the District may assign lunch supervision in reverse seniority order. On days assigned to lunch supervision unit members shall be provided with a thirty minute lunch period and thirty minutes of lunch supervision. The rate of pay for lunch\_supervision shall be the bargaining unit member’s contractual pay. No member may be assigned more than 30 minutes of lunch duty per month.

**Add new Subparagraph (8) as follows:**

**Remote Instruction -** The District and Federation shall establish committees to discuss and make recommendations of best practices for remote learning for grades K-2, 3-4, and 5. The committees shall make recommendations for preparation time needed for teachers based on the best practices for remote learning. The committees shall consist of up to six (6) teachers and (5) administrators.

**Paragraph E – Middle School/High School Schedules – Subparagraph (4) – Professional Period/Substitute Teaching – First Sentence -** Delete “seven (7) periods would be available for substituting” and substitute “six (6) periods would be available for substituting which would not be paid.”

**Add New Subparagraph (7) as follows:**

All middle school teachers will be assigned no more than 200 minutes of instruction per day. Grade level CORE middle school teachers will have 4 classes per day. World Language, Unified Arts, and Physical Education middle school teachers will have 5 classes per day. Special education middle school teachers will be assigned to a combination of 40 and 50 minute classes per day, not to exceed 200 minutes per day. All middle school teachers will be assigned one daily Flex period in which responsibilities shall remain congruent with those outlined in Article IV (E)(5) of the parties' collective bargaining agreement. One Flex period per week will be designated as a non-preparatory Advisory, with responsibilities congruent with the memorandum of agreement on Advisory. The parties agree that middle school teachers will engage in 40 minutes of Professional Responsibility activity time each day. Responsibilities shall remain congruent with those outlined in Article IV (E)(4) of the parties' collective bargaining agreement. All middle school teachers will have a minimum of 40 minutes for lunch each day. Any time that is remaining during the school day shall be used for student and classroom preparation. All students, including students with disabilities, shall have access to the appropriate grade level Flex period as facilitated by the middle school master schedule.

**Paragraph F – K-12 Schedule – First Sentence –** Begin with “Except as referenced otherwise,”; Delete all after “five (5) periods”.

**Paragraph H – Working Conditions – Subparagraph (1) – Consecutive Teaching Assignments –** Delete and substitute as follows:

CB (N) For teachers in grades 6-12, every effort will be made to assign teachers no more than three (3) consecutive teaching assignments. Where a fourth consecutive assignment is required due to scheduling or program demands, the affected teacher shall be free to take one lunch period during periods 4 through 7. Consecutive teaching assignments do not apply to the Academic Assistance or Professional Responsibility periods.

**Paragraph I – Guidance Counselors/Additional Responsibilities – Subparagraph (1) –** Delete and substitute as follows:

Guidance Counselors in grades 5-12 will be available to work up to thirty-five (35) hours, for a maximum of 7 hours per day, during the summer beyond the Teacher approved school calendar as expressly described below. Compensation shall be 1/200th of the Counselor's annual contractual salary. Additional days will be scheduled as follows:

For a minimum of twenty-one (21) of the required thirty-five (35) hours, counselors can elect to work remotely. During remote working hours, counselors would be available by phone and video teleconference to interface with administrators, parents, and students as necessary. Periodically, as part of the 35-hour summer work requirement, counselors will check school email and communicate with administration throughout the summer.

The K-5 grade counselor(s) will work up to thirty-five (35) hours, for a maximum of 7 hours per day, of the counselor's choosing with the understanding that student placements must be completed by August 15th. The counselor(s) will notify the School Principal of the scheduled hours no later than May 1st each year.

The Middle School Counselor(s) will be provided by the School Principal a number of additional hours/days requested for the entire summer and the last week in August no later than April 1st each year.

The Middle School Counselor(s) will notify the School Principal of the hours/days/ they will work no later than May 1st each year.

The High School Counselor(s) will review all rising senior student transcripts on their caseload during the summer. Counselors will also be available during the summer to meet with students and families new to the District to facilitate student programming and scheduling. Counselors will also be available during the summer to meet with students and families referred to the Counselors by the administration. Counselors will communicate and provide dates and times to meet with students and families either in person or virtually on an as-needed basis. Any new students to the school will be provided an appropriate schedule by their assigned counselor no later than the day prior to the first day of school, provided that the new student registered prior to the start of school.

Upon request by either party, the District and Federation will meet to review and potentially revise the summer job duties and structure for counselors. The parties intend that the summer work structure for counselors will meet the needs of the students and families during the summer while respecting counselor working conditions, summer schedules, and flexible work arrangements.

6. **Professional Development - Article XV - Paragraph (3) - Curriculum Work** - Add new sentences as follows:

Summer curriculum work must be done on school premises. At the sole non-grievable discretion of Administration, summer curriculum work can be done in an alternate location.

7. **Substitute Teacher Program - Article XVI - First Sentence** - Delete "5-12" and substitute "K-12"; **Rates** - Delete years and amounts and substitute:

2021-22 - \$31.23 per class  
2022-23 - \$31.23 per class  
2024 and thereafter - \$55 per period (up to 53 minutes)

8. **Meetings - Article XVII** - Add as follows:

Effective upon execution of this agreement, Building principals have the ability to schedule two hours per quarter for common department or grade level meeting, including professional development. Reasonable efforts will be made to schedule such meetings no later than the beginning of the semester in which the meeting will occur. Teachers shall be paid their contractual rate for their participation in these meetings.

9. **Fringe Benefits – Article XXIII – Paragraph B – Elective Plan – Subparagraph (1) – Add** as follows:

For the 2023 through 2027 calendar years, the buyback shall be governed by the following:

- Teacher waiving individual medical coverage: \$4,237
- Teacher waiving family medical coverage: \$10,004
- Teaching Assistant waiving individual coverage: \$5,000
- Teaching Assistant waiving family medical coverage: \$11,805

Commencing with the 2028 Calendar year, the freeze on the buyback shall sunset. These monies will be non-pensionable and are taxable.

**Paragraph C – Insurance Allowance – Welfare Fund – Add New Unnumbered Subparagraph** as follows:

Effective for the 2023/24 school year only, the District's contribution to the Federation Welfare Fund insurance allowance shall be reduced by \$100,000.

10. **Leaves – Article XXIV A(2)(c)(3) - Child Care Leave** - Delete all after “full school year” and substitute:

shall be granted except in instances where the District demonstrates a need for personnel to return to work. In this instance the Superintendent, Federation President, and affected member shall meet to discuss the situation and attempt to come to a mutual agreement regarding the leave.

**Paragraph A(2)(d) - Delete**

**Paragraph C - Short Term Leaves – Add New Subparagraph (4)** as follows:

Paid Family and Medical Leave Act (FMLA) Bank - A Paid FMLA Bank will be established. Bargaining unit members may voluntarily donate up to three (3) sick or personal days per year to a bank established and run by the Federation. Additional donations may be required by Bargaining unit members to replenish the bank. A member may use up to ten (10) days per school year at full pay or twenty (20) days per school year at half pay for any reason that qualifies under the Family and Medical Leave Act for which the member is ineligible to use their own sick or personal day accruals. The Federation shall coordinate with the District in providing information of the use of days during a school year. By September 1<sup>st</sup> of each year, the Federation shall provide an accounting of the days used in the prior school year and the number of days remaining in the bank.

11. **Coordinators/Advisors/Team Leaders – Article XXVII Second Paragraph (C)** – Delete reference to “K-5” and substitute “K-8”; **Correct** lettering of paragraphs.
12. **Parental Complaint Procedure – Article XXXIII** – Delete and substitute as follows:

Parental complaints involving pedagogical concerns, including but not limited to grading, homework, workload, and teaching style, etc., shall be referred back to the bargaining unit member(s) who are directly responsible for the domain of the basis of the complaint.

No action shall be taken against a teacher or teaching assistant by the Administration by reason of a parental complaint involving pedagogical concerns, including but not limited to grading, homework, workload, and teaching style, etc., unless the complaint is initially referred to the teacher. The teacher shall be permitted to answer such complaint and to confer with the appropriate administrators concerning it. If the complaint is made a part of the teacher's personnel file, the teacher may submit a written explanation which will also be included in his/her personnel file.

This provision shall not apply to misconduct by a teacher. Misconduct shall not include any of the items listed above. Additionally, this provision shall not apply to reports of discrimination, harassment and/or bullying.

13. **Salary Schedules** – A Doctorate lane shall be established at a 3% increase to MA60. Members shall only be permitted a lane change if the Doctorate is achieved by September 1<sup>st</sup> or February 1<sup>st</sup>. The lane restriction language contained in Article XXVI(A)(1) shall not apply to the Doctorate lane change.

IN WITNESS WHEREOF, the parties have set their hands and seals this 8th day of June 2023.

For the Board

For the Federation

BY: Colin Byrne  
Colin Byrne, Superintendent

BY: Nicholas Bianculli  
Nicholas Bianculli, President

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