

# **Agreement**

**Between the Board of Education of  
the Blind Brook-Rye Union Free School District  
and the Association of Blind Brook Administrators**

**July 1, 2019 - June 30, 2023**

# AGREEMENT

This Agreement, entered into as of the 26 day of October, 2021 by and between the Board of Education of the Blind Brook-Rye Union Free School District (hereinafter called the "Board") and the Association of Blind Brook Administrators (hereinafter called the "Association").

## WITNESSETH

In consideration of the mutual covenants herein contained, the parties hereto hereby agree as follows:

### Article 1 - Recognition

The Board hereby recognizes the Association as the exclusive representative of school administrators employed in the Blind Brook-Rye Union Free School District in the following titles: principal, assistant principal, associate principal, director, and assistant director. All other titles are excluded.

### Article 2 - Work Year, Work Day

The work year shall be twelve (12) months, from July 1 to June 30. The work day shall accommodate student needs, staff requirements and community needs.

### Article 3 - Appointment, Salary and Tenure

A. Members of the bargaining unit shall be appointed by the Board of Education upon the recommendation of the Superintendent of Schools. Those appointed on or after July 1, 2015 shall serve a four (4) year probationary period. Initial salary for a member for the bargaining unit shall be determined by the Board of Education.

B. Upon receipt of tenure, an Administrator shall receive an increase of \$5,000 to his/her base salary.

C. Compensation shall be based upon performance per the model described in Article 6, except as to Principals, whose performance for compensation purposes shall be based upon their score on the rubric of the State mandated APPR. There shall be four (4) levels of performance: *Distinguished* (comparable to a "highly effective" rating under the APPR); *Proficient* (comparable to an "effective" rating under the APPR); *Basic* (comparable to a "developing" rating under the APPR); and *Unsatisfactory* (comparable to an "ineffective" rating under the APPR). The performance ratings shall affect an employee's compensation as follows:

*Distinguished / Highly Proficient or Proficient:* Beginning July 1, 2019 - 2.5% increase to base salary  
Beginning July 1, 2020 - 2.4% increase to base salary  
Beginning July 1, 2021 - 2.4% increase to base salary  
Beginning July 1, 2022 - 2% increase to base salary

*Basic or Unsatisfactory:* 0% increase to base salary; however, an employee receiving a "Basic" rating will be re-evaluated six (6) months later (i.e. January of the next year). If the employee is deemed "Proficient" or "Distinguished" by this subsequent evaluation, then the employee will receive half (1/2 or 0.5) of the yearly percentage increases, as set forth above, retroactive to January 1<sup>st</sup> of that school year.

D. The substantive decision of the Superintendent including the score given, made in accordance with the process, shall be final and not subject to the grievance procedure.

E. With the prior approval of the Superintendent of Schools, Administrators shall be compensated for overnight chaperoning. This presumes no eligible teachers or SRPs are seeking the positions.

F. For the purposes of qualifying for the longevity increment outlined in the below

Subsections (1) and (2), "continuous years" shall mean uninterrupted service. Leaves of absence approved by the Board of Education shall not constitute an interruption in service. However, any time spent on Board-approved leaves of absences shall not count toward the full years of service required to qualify for the longevity increment(s).

1. Members hired before July 15, 2015: Members of the bargaining unit attaining the "Proficient" performance level pursuant to Article 6, Section A of this Agreement shall receive a longevity increment of \$5,000.00 upon the completion of five (5) continuous full years of service as an Administrator in the District. Members of the bargaining unit attaining the "Proficient" performance level pursuant to Article 6, Section A of this Agreement shall receive a longevity increment of \$5,000.00 upon the completion of eight (8) continuous full years of service as an Administrator in the District. Members of the bargaining unit attaining the "Proficient" performance level pursuant to Article 6, Section A of this Agreement shall receive an additional longevity increment of \$5,000.00 upon the completion of twelve (12) continuous full years of service as an Administrator in the District.
2. Members hired after July 15, 2015: Bargaining unit members who are hired after July 15, 2015, and who attain the "Proficient" performance level pursuant to Article 6, Section A of this Agreement shall receive a longevity increment of \$5,000.00 upon the completion of six (6) continuous full years of service as an Administrator of the District.

Bargaining unit members who are hired after July 15, 2015, and who attain the “Proficient” performance level pursuant to Article 6, Section A of this Agreement, shall receive a longevity increment of \$5,000.00 upon the completion of nine (9) continuous full years of service as an Administrator of the District. Bargaining unit members who are hired after July 15, 2015, and who attain the “Proficient” performance level pursuant to Article 6, Section A of this Agreement, shall receive a longevity increment of \$5,000.00 upon the completion of twelve (12) continuous full years of service as an Administrator of the District.

G. For Assistant Principals appointed on or after July 15, 2015, upon the recommendation of the Superintendent of Schools, the Board, in its sole discretion, may appoint an Assistant Principal to the status of Associate Principal. Assistant Principals appointed to Associate Principal status shall receive an annual stipend of \$12,500. Appointments to Associate Principal status shall be one (1) year appointments. However, removal of the status of Associate Principal can occur at any time and the decision to remove the status of Associate Principal shall be made at the sole discretion of the Board, upon the recommendation of the Superintendent of Schools. Nothing herein shall require an Assistant Principal to accept appointment to the status of Associate Principal. The decision to remove the status of Associate Principal shall not be subject to the grievance procedure of this collective bargaining agreement.

Only Assistant Principals attaining the “Distinguished” or “Proficient” performance levels pursuant to Article 6, Section A of this Agreement, shall be eligible for appointment to

the status of Associate Principal. Associate Principals shall be responsible for completing duties in addition to their duties as Assistant Principals, as determined by the Superintendent of Schools, including but not limited to, conducting special projects at the direction of the Superintendent of Schools.

#### Article 4 - Insurance

A. The Board will provide health insurance coverage for either an individual unit member or the individual unit member's eligible family members in the New York State Employee's Health Insurance and Major Medical Plan or an equivalent plan purchased by the Board of Education.

B. Effective July 1, 2019, the Board shall pay 80% of the applicable premiums for health insurance for the Administrators; for either an individual, two-person or family plan coverage. The Administrator shall pay 20% of the applicable coverage.

Effective July 1, 2020, the Board shall pay 79% of the applicable premiums for health insurance for the Administrators; for either an individual, two-person or family plan coverage. The Administrator shall pay 21% of the applicable coverage.

Effective July 1, 2021, the Board shall pay 79% of the applicable premiums for health insurance for the Administrators; for either an individual, two-person or family plan coverage. The Administrator shall pay 21% of the applicable coverage.

Effective July 1, 2022, the Board shall pay 78% of the applicable premiums for health insurance for the Administrators; for either an individual, two-person or family plan coverage. The Administrator shall pay 22% of the applicable coverage.

Newly appointed administrators who are appointed to their positions on or after July 1, 2019 will make a 25% contribution on their applicable premiums for their health

insurance for either an individual, two-person or family plan.

All contributions on health insurance will continue to be made by the Administrators through automatic payroll deductions over twenty-four (24) pay periods.

C. Dental and vision coverage shall be offered to Administrators through the Blind Brook-Rye Federation of Teachers Welfare Fund.

D. The Board shall continue to provide the current IRS §125 flexible spending plan, to the extent permitted by law.

E. Eligibility for retiree health insurance for members of the bargaining unit shall be as follows:

1. Minimum fifty-five (55) years of age upon retirement into the New York State Teachers' Retirement System;
2. A minimum of twenty-five (25) years of service as an educator, including as a teacher, building or district administrator or, in the alternative, a minimum of fifteen (15) years of experience as a building administrator or district administrator of which five (5) years must be as an administrator for the Blind Brook-Rye Union Free School District;
3. For all employees hired before July 1, 2009, retiree contribution level toward applicable premium shall be as follows:

After 3 full years of Administrative Service in Blind Brook	50% Payment by Employee
After 4 full years of Administrative Service in Blind Brook	25% Payment by Employee
After 5 full years of Administrative Service in Blind Brook	Health insurance contribution equal to the amount paid during the last year of District service (which is a fixed dollar amount).

4. For all employees hired on or after July 1, 2009, retiree contribution level toward applicable premium shall be as follows:

After 7 full years of Administrative Service in Blind Brook	50% Payment by Employee
After 10 full years of Administrative Service in Blind Brook	25% Payment by Employee
After 12 full years of Administrative Service in Blind Brook	0% Payment by Employee

5. For all employees hired on or after July 1, 2015, retiree contribution level toward applicable premium shall be as follows:

After 10 full years of Administrative Service in Blind Brook	50% Payment by Employee
After 13 full years of Administrative Service in Blind Brook	25% Payment by Employee

F. Health Insurance Opt-Out: At the administrator's option, the administrator may reduce medical insurance for a full year by completing an appropriate form furnished by the District. Any administrator changing from family to individual coverage or waiving family



or individual coverage shall receive 40% of the premium savings. These monies will be non-pensionable and are taxable. Administrators selecting to reduce their coverage must do so each year by March 1st, with the provisions of this section taking effect on July 1st. Payment of the administrator's share shall begin with the first half payment on payroll nearest to December 15th and a second payment on the payroll nearest to June 15th. Full coverage will be automatically reinstated each year the teacher fails to file. Reinstatement shall take place on July 1st and all benefits will be available on the date. An administrator who has withdrawn from the insurance plan may re-enter the plan at any time, if the coverage which allowed the individual to select the option is no longer available. Any administrator currently on the payroll of the District as of June 30, 2019, who is covered by the District's health insurance plan and who requests to opt out of health insurance provided by the District shall receive a payment that is calculated at 40% of the net premium savings (actual health insurance costs less employee contribution, multiplied by 0.40). The monies will be non-pensionable and are also taxable. Any administrator hired by the District and appointed to an administrator position on or after July 1, 2019 requesting to opt out of health insurance shall receive a payment that is calculated at 35% of the net premium savings (actual health insurance costs less employee contribution, multiplied by 0.35). These monies will be non-pensionable and are taxable.

(\*Note, Administrators currently opting out of health insurance provisions from the District shall receive the health insurance opt out amount set forth in Article 4).

#### Article 5 - Vacation Days and Holidays

A. All Administrators hired before October 1, 2015, shall be entitled to twenty-eight (28) vacation days per school year, effective July 1 of each school year. Any

Administrators hired after October 1, 2015, shall be entitled to twenty-five (25) vacation days per school year, effective July 1 of each school year. A maximum of fifteen (15) days may be carried over into the next fiscal year. Written approval shall be required from the Superintendent of Schools prior to the Administrator's use of vacation days.

B. Use of vacation days during the school holiday periods of Christmas/New Years, Winter Recess and Spring Recess shall be at the discretion of the Superintendent of Schools.

C. Administrators who separate from the District before June 30 shall have their accrued vacation days determined by a pro-rata formula, at 2.5 days earned per month. All current Association members whose accumulation of unused vacation days, as of June 20, 2006, exceed ten (10) days are "grandfathered" with that number of days for payment upon separation from service not to exceed twenty (20) days. For example, if an Administrator has twelve (12) accumulated days, the Administrator shall be paid for those days upon separation from service, assuming the accumulated days have not subsequently been used as vacation days. Those Administrators with ten (10) or fewer unused accumulated vacation days as of June 20, 2006, shall be paid for up to ten (10) days of unused and accumulated vacation leave upon separation of service. Administrators hired July 1, 2006 and thereafter shall be paid for up to ten (10) days of unused and accumulated vacation leave at the time of separation of service. Payment for unused vacation days shall be at the Administrator's daily rate which will be computed at 1/240<sup>th</sup> of the Administrator's base annual salary.

D. The following holidays shall not be charged against the Administrator's vacation accruals. When any of these days occurs on a weekend day, the Administrator will have the previous Friday or subsequent Monday, at the discretion of the Superintendent, as the holiday:

Independence Day (July 4 <sup>th</sup> )	New Year's Eve Day
One additional day with the 4 <sup>th</sup> of July	New Year's Day
Labor Day	Martin Luther King, Jr. Day
Columbus Day	President's Day
Veterans' Day	Good Friday
Thanksgiving Day and day after Thanksgiving	Memorial Day
Christmas Day, Christmas Eve and the day after Christmas	Other single day holidays when school is not in session.

E. All Administrators shall have the option to cash in unused, accrued vacation days at the end of each school year. An Administrator will be reimbursed for each unused day which he/she cashes in at an amount equal to 50% of his/her per diem rate. For example, if an Administrator's per diem rate is \$300/day, he/she will receive \$150 for his/her unused vacation day cash-in. Regardless of the number of unused, accrued vacation days an Administrator may have at the end of the school year, under this Subsection, the amount of days the Administrators may be allowed to cash in per school year is capped at no more than five (5) days.

## Article 6 - Evaluation

A. For non-principals the attainment of the performance levels shall be based upon the numerical rating from the District's current eight (8) page evaluation form, which incorporates seven (7) standards. Each of the four (4) descriptors {Distinguished, Proficient, Basic, Unsatisfactory} will be assigned its correspondent point value from 3 to 0 (zero) in each category. A total score of 18-21 shall constitute Level 4, Distinguished; 13-17 Level 3, Proficient; 10-12 Level 2, Basic; 0-9 Level 1, Unsatisfactory. For principals, the negotiated APPR rubric shall be used and the scoring levels shall reflect the requirements set forth in the applicable statutes and regulations.

B. Each Administrator will meet with his/her evaluator at least twice during the course of the school year. The first meeting shall occur by December 15<sup>th</sup> and the second meeting by March 15<sup>th</sup>. Any administrator whose performance is deemed "Basic/Developing" or below or in danger of receiving a "Basic/Developing" rating or below shall be given written notice of the concerns at these meetings as well as a written improvement plan setting forth what the Administrator must do to improve his/her performance.

C. Every effort will be made to provide Administrators with their final evaluations by June 1; however, no Administrator shall receive his/her evaluation later than June 30<sup>th</sup>.

D. Administrators who are not being asked to return for a second or third year or are being denied tenure will be notified no later than April 1. Administrators being denied tenure will receive notice at least ninety (90) days prior to the expiration of their probationary period.

Nothing herein will restrict the right of the District to notify an administrator that he or she will not be asked to return for a second or third year, or that he or she is being denied tenure, after April 1 should the administrator's actions after April 1 merit a re-evaluation of the administrator's performance, as determined by the Superintendent of Schools. Furthermore, nothing herein will restrict the right of the District to notify an administrator that he or she is being denied tenure less than ninety (90) days prior to the expiration of the administrator's probationary period if the administrator's actions after the ninety (90) day threshold merit a re-evaluation of the administrator's performance, as determined by the Superintendent of Schools.

Nothing herein shall be deemed a waiver of any administrator's statutory rights to notice regarding the termination of his or her probationary period or the denial of tenure.

E. Evaluation Protocols

1. Annual written evaluations will be conducted directly by the Superintendent of Schools for the following titles/positions:
  - School Principals
  - Director, Pupil Personnel Services
  - Director of Curriculum and Instruction
  - Director of Guidance
  - Director of Health, Athletics and Physical Education
  - Director of Technology
2. Annual written evaluations will be conducted jointly by the Superintendent of Schools and immediate supervisors for the following titles/positions:

- Assistant Directors
- Associate Principals
- Assistant Principals

#### Article 7 - Professional Development Incentive

A. Administrators shall be permitted to attend conferences and workshops, as approved by the Superintendent of Schools.

B. Administrators shall be entitled to financial support, as set forth below, for graduate study at approved institutions, as approved by the Superintendent of Schools. If approved, the financial support shall be up to 50% reimbursement for courses authorized in advance and up to a maximum of \$5,000.00 per year for each Administrator, with an annual maximum of \$15,000.00 for all members of the Association. Applications for the upcoming school year must be submitted by March 15<sup>th</sup> of the prior year. Administrators must maintain a minimum "B" grade and remain in good standing with the College and/or University to be eligible for the above reimbursement.

#### Article 8 - Sick, Personal and Bereavement Days

A. Each Administrator shall be allowed four (4) personal days per year for compelling personal business. All unused personal days shall be transferred to accumulated sick leave.

B. Each Administrator shall be allowed eighteen (18) days of sick leave per year, with no maximum accumulation.

C. Administrators may join the teachers' sick leave bank.

D. Death in the family: Each Administrator shall be allowed five (5) days' leave for a death in the immediate family (i.e. parent[s], child[ren], spouse), the first three (3) of

which are not deducted from the sick leave accumulation.

Article 9 - Tuition Rate for Children

The tuition rate for children of non-resident Administrators shall be the same as provided for between the Board and the Blind Brook-Rye Federation of Teachers.

Article 10 - Mileage Reimbursement

Administrators shall be entitled to be reimbursed for use of their personal automobile in conducting School District business. Reimbursement shall be paid as calculated at the current IRS mileage rate approved by the Board.

Article 11 - Grievance Procedure

The grievance procedure set forth below shall be subject to all limitations set forth in Article 3.

A. Definition of Terms:

1. A "Grievance" shall mean a claimed violation of any express term of this Agreement.
2. A "Grievant" shall mean an employee or group of employees in the bargaining unit as defined in Article 1 of this Agreement, or the Association.
3. A "Day" shall mean any regular work day.

B. Procedure:

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 Superintendent of Schools shall hold a conference on the grievance within ten (10) days of receipt of the grievance. The grievant may be present at such conference. Within ten (10) days after the conference, the Superintendent shall issue a written decision which shall be sent to the grievant and the Association.

LEVEL TWO: If the grievance is not resolved at Level One, 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 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 Association.

LEVEL THREE: 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/her 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 borne solely by the losing party.

#### MISCELLANEOUS

A. Failure of the responsible representative of the District to respond within the time period provided by this Article shall allow immediate appeal to the next step.



- B. An employee grievant may be represented at all stages of the procedure by a representative of the Association.
- C. The Association has the right to be in attendance and to present its views at any and all employee grievance conferences.
- D. An appeal to arbitration may only be taken by the Association.
- E. A grievant has a right to be represented by the Association at the arbitration level.
- F. 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.
- G. The time limitations herein specified may be extended only by written mutual agreement of the parties.
- H. 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.
- I. No reference to or records of a grievance shall be placed in the grievant's personnel file.

#### Article 12 – Complaint Procedure

No action should be taken against an administrator by the Administration by reason of a staff complaint or parental complaint unless the complaint is submitted in writing, signed and delivered either in person, by mail or electronically and presented in the presence of the administrator involved. The administrator shall be permitted to answer such complaint and to confer with the Superintendent of Schools, the Board of Education, or appropriate administrators concerning it. If the complaint is made a part of the administrator's personnel file, the administrator may submit a written explanation

which will also be included in his/her file.

If a red flag reporting complaint or other anonymous complaint is filed and is determined to be a criminal or a highly unethical action on the part of the administrator, and determined to be valid by the District's or law enforcement's investigation into the matter, the District may take formal action (counseling or discipline) to address the matter. Moreover, in such situations, documentation of the formal action shall be placed into the member's personnel file. The administrator may submit a written explanation which will also be included in his/her file.

#### Article 13 – Notification of Developments in Other Units’ Negotiations

The Board of Education and/or the Superintendent of Schools will periodically notify the President(s) of the Association of significant developments pertaining to negotiations with the Teachers' Federation and/or the SRP Unit, which developments are not related to financial provisions of those other collective bargaining agreements. The Board and/or Superintendent will review and consider any reasonable feedback and suggestions that might be helpful and consistent with District objectives in those negotiations. The Association recognizes that the Board reserves all rights when negotiating contracts with other unions.

#### Article 14 - Duration

This Agreement shall be effective as of July 1, 2019 and shall expire June 30, 2023.

#### Article 15 - Legislative Action Required

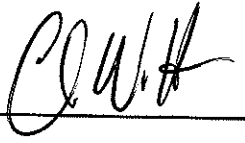
It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has given approval.

IN WITNESS WHEREOF, the parties hereto have executed this document the year and day first above written.

**Association of Blind  
Brook Administrators**

By: 

**President**



**Blind Brook-Rye UFSD**

By: 

**Superintendent of Schools**

By: 

**President, Board of Education**