

**AGREEMENT**

**Between the Board of Education of  
The Blind Brook-Rye Union Free School District**

**and**

**Dr. Michael Curtin, Assistant Superintendent of Curriculum, Instruction & Assessment**

**July 1, 2022 – June 30, 2026**

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This Agreement entered into as of the 31 day of May 2022 by and between the Board of Education of the Blind Brook-Rye Union Free School District (hereinafter referred to as the "Board") and Dr. Michael Curtin, Assistant Superintendent of Curriculum, Instruction & Assessment for the Blind Brook-Rye Union Free School District (hereinafter referred to as the "Assistant Superintendent").

#### WITNESSETH

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

#### **Article 1 – Mutual Understanding**

This Agreement reflects the mutual understanding of both parties relative to annual compensation, fringe benefits and other terms and conditions of employment for the Assistant Superintendent.

#### **Article 2 – Work Year, Work Day**

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

#### **Article 3 – Salary**

- A. The Assistant Superintendent's salary for the 2022/2023 school year shall be Two Hundred Thirty Thousand Dollars and XX/100 (\$230,000). Compensation for the 2023/24, 2024/25, and 2025/26 school years shall be based upon performance levels per the model described below. There shall be four (4) levels of performance: Distinguished, Proficient, Basic, Unsatisfactory. These performance ratings shall affect the Assistant Superintendent's compensation as follows:

~~Distinguished or Proficient 2.5% increase to base salary~~

~~Basic or Unsatisfactory 0% increase to base salary; however, if the Assistant Superintendent receives a "Basic" rating, he will be re-evaluated six (6) months later (i.e., July of the next year). If the Assistant Superintendent is deemed "Proficient" or "Distinguished" by the subsequent evaluation, then the employee will receive half (0.5) of the 2.5% increase, as set forth above, retroactive to July 1<sup>st</sup> of that year.~~

- B. Upon receipt of tenure (July 1, 2025), the Assistant Superintendent shall receive an increase of \$5,000 to his base salary.
- C. In no event shall the Assistant Superintendent's salary be less than the prior year's salary for each year of this Agreement.

#### **Article 4 – Insurance**

- A. The Board shall provide family health insurance coverage for the Assistant Superintendent and his 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. The Board shall pay that portion of the applicable premium remaining after the appropriate employee contribution which shall be equal to the amount paid by administrators under the current ABBA contract.
- C. Dental and vision coverage shall be provided to the Assistant Superintendent 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, and permit the Assistant Superintendent to participate in said plan.
- E. Eligibility for retiree health insurance for the Assistant Superintendent shall be as follows:
  - 1. Minimum fifty-five (55) years of age upon retirement into the New York State Teachers' Retirement System and retirement from the Blind Brook-Rye UFSD as an administrator.
  - 2. The Assistant Superintendent's retiree contribution level towards the applicable premium shall be as follows:
    - a. After 10 Years of Service as an administrator at Blind Brook – the amount paid in the last year of service for family coverage.
    - b. After 17 Years of Service as an administrator at Blind Brook – no contribution for family coverage.
    - c. The provisions for retiree health insurance in this Agreement shall survive the expiration of this Agreement.

#### **Article 6 – Vacation Days and Holidays**

- A. The Assistant Superintendent shall be entitled to twenty-eight (28) 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. The Assistant Superintendent shall notify and receive the approval of the Superintendent of Schools prior to the scheduling and use of vacation days.
- B. Use of vacation days during the school year shall be at the discretion of the Superintendent of Schools.
- C. The Assistant Superintendent shall have the option to cash in unused, accrued vacation days at the end of the school year. The Assistant Superintendent will be reimbursed for each unused day which he cashes in at an amount equal to 100% of his per diem rate. Regardless of the number of unused vacation days the Assistant Superintendent may have at the end of the school year, the amount of days that he will be able to cash in shall be no more than five (5) days per school year.

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

Independence Day (July 4<sup>th</sup>)  
One additional day with the 4<sup>th</sup> of July  
Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day and day after Thanksgiving

Martin Luther King, Jr. Day  
President's Day  
Good Friday  
Memorial Day

Other single day holidays when school is not in session as determined by the Superintendent of Schools and/or reflected on the school calendar

Christmas Eve, Christmas Day and the day after  
Christmas Day  
New Year's Eve Day  
New Year's Day

#### **Article 7 – Sick, Personal and Bereavement Days**

- A. The Assistant Superintendent shall be allowed use of up to four (4) personal days per year for compelling personal business with prior approval of the Superintendent of Schools for each day requested. All unused personal days shall be transferred to accumulated sick leave.
- B. The Assistant Superintendent shall be allowed use of up to eighteen (18) days of sick leave per year, with no maximum accumulation.
- C. The Assistant Superintendent shall be allowed up to five (5) days of bereavement pay for the death of a family member.
- D. The Assistant Superintendent may join the teachers' sick leave bank.

#### **Article 8 – Evaluation**

- A. The attainment of the performance levels shall be based upon the numerical rating from the current eight (8) page evaluation form (see attached), 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.
- B. The term "Distinguished" is defined as exceeding District expectations; "Proficient" is defined as meeting District expectations; "Basic" is defined as

meeting District expectations with assistance; and "Unsatisfactory" is defined as not meeting District expectations.

- C. The form that shall be used for the Assistant Superintendent's evaluation will be the same form that is used to evaluate other administrators, with the exception of principals, as outlined in the ABBA collective bargaining agreement.
- D. The Assistant Superintendent shall meet with the Superintendent of Schools at least twice during the course of the school year to discuss mutually acceptable goals and objectives and the extent that they were met. The first meeting shall occur by September 15<sup>th</sup> of the first year of this Agreement and by August 15<sup>th</sup> for every year thereafter. The second meeting during each year of this Agreement shall occur by June 15<sup>th</sup>.
- E. The Assistant Superintendent shall receive a final copy of his written evaluation no later than June 30<sup>th</sup> of each year.

#### **Article 9 – Professional Development**

- A. The Assistant Superintendent shall be permitted to attend conferences and workshops, as approved by the Superintendent of Schools. The cost of approved conferences and workshops shall be paid by the District.
- B. The Assistant Superintendent shall be permitted to maintain memberships in professional organizations and maintain certifications in areas that will benefit the District and its operations. Any dues or costs related to these shall be paid by the District.

#### **Article 10 – Mileage Reimbursement**

The Assistant Superintendent shall be reimbursed for use of his personal automobile in conducting District business. Reimbursement shall be paid as calculated at the current IRS mileage rate approved by the Board.

#### **Article 11 – Equipment/Reimbursement**

The Assistant Superintendent shall be provided use of a District-owned cellular telephone to conduct such business in accordance with the Board's policy. All equipment shall be provided on a loan basis and is to be returned at the end of his working relationship with the District.

#### **Article 12 – Grievance Procedure**

The Assistant Superintendent shall have the same grievance procedures available to him that exist for all District administrators as outlined in the ABBA collective bargaining agreement.

#### **Article 13 – Duration**

This Agreement shall be effective as of July 1, 2022 and shall expire June 30, 2026.

**Article 14 – Indemnification**

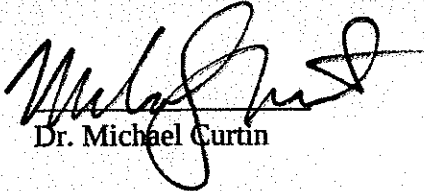
The Assistant Superintendent shall be entitled to all protections of all New York State statutes providing indemnification and legal defense to the officers and employees of the District, including but not limited to the provisions of the Public Officers Law § 18.

**Article 15 – Resignation**

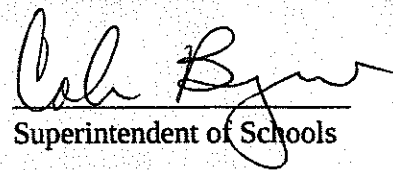
The Assistant Superintendent shall provide at least sixty (60) days' notice of his intent to resign from his position to the Superintendent of Schools should this circumstance arise. This timeframe may be increased or decreased by mutual agreement between the parties.

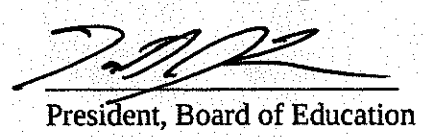
**IN WITNESS WHEREOF**, the parties hereto have executed this document the year and day first above written.

**Assistant Superintendent  
of Curriculum, Instruction & Assessment**

By:   
Dr. Michael Curtin

**Board of Education  
Blind Brook-Rye UFSD**

By:   
Superintendent of Schools

By:   
President, Board of Education

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