

3/9/22

## 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, 2021 (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 that expired on June 30, 2021, 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bargaining agreement expiring on June 30, 2021, which are not a part of this Memorandum of Agreement, are hereby withdrawn.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, 2021, that are subsequently agreed to by the Parties.
3. **Term** – July 1, 2021 through June 30, 2023. Change all provisions referencing the term of the collective bargaining agreement to July 1, 2021 through June 30, 2023.
4. **Salary** – Year 1 – 1.0% plus increment as to salary schedule only, retroactive to July 1, 2021.

Year 2 - 1.25% plus increment as to salary schedule only.

5. **Teaching Assignment – Article IV – Paragraph D – Elementary Schedule** – The Federation hereby withdraws with prejudice its grievance with respect to the Elementary Schedule, which was filed on or about September 3, 2019. Effective immediately, the parties agree to delete Paragraph D and substitute as follows:

1. K-5 Schedule

- (a) The K-5 teacher workday shall extend from 8:25 AM to 3:15 PM.
- (b) Every general education, self-contained special education class, and integrated co-teaching class in grades K-5 shall be assigned a minimum of seven (7) Specials classes in a six-day cycle. Specials include Computer, Art, Health, Music, Physical Education,



School Media Specialist (Library), STEAM/Young Engineers, and Foreign Language (if FLES is returned to the K-5 program).

The Specials class offerings will be reviewed each year by the Building Administration. The Building Administration reserves the right to schedule programs and introduce new programming prior to the start of the school year which allows for students to participate in a wide variety of 21st century learning experiences. This review and introduction of new programming must be completed by June 1st and must be consistent with other provisions of the CBA, including but not limited to Article IV ("Teaching Assignment") Section A. If specials classes are to be changed, a conversation will occur among the Building Administration and those Federation members whose schedules will be impacted. This conversation will occur prior to the beginning of the school year and will be consistent with other provisions of this CBA including but not limited to Article IV (Teaching assignment) section A.

(c) Every reasonable effort will be made to provide all teachers and service providers in Grade K-5 sufficient meeting time for the purpose of Team/Grade Level Meetings, Parent-Teacher Conferences and/or related professional meetings such as with Special Education teachers, etc.

2. The teaching day for general education teachers in Grades K-5 shall consist of:

(a) One (1) period for use as a Homeroom Enrichment Period (HRE), individual assistance to Students, and professional meetings.

(b) For each day of the 6-day cycle, a teacher shall have a forty (40) minute preparation period. An additional forty (40) minute preparation periods will be scheduled by the administration to occur once during the six (6) day rotation.

(c) One (1) lunch period of sixty (60) minutes each day school is in session.

3. A Specials Teacher is a teacher of a special area such as, but not limited to art, music, instrumental band, theater arts, physical education, S.T.E.A.M/Young Engineers, School Media Specialist (Library), technology, and F.L.E.S. The teaching day for K-5 Specials Teachers shall consist of:

(a) One (1) lunch period of sixty (60) minutes each day school is in session.

(b) One (1) forty (40) minute preparation period per day.

(c) One (1) forty (40) minute period for team meetings or preparation period each day.

(d) A teaching period is to be defined as being between thirty (30) and forty-five (45) minutes.

(e) Specials teachers will teach two hundred and twenty minutes (220) daily or an equivalent amount of time. Teaching assignments beyond the required two hundred and twenty (220) minutes daily shall be mutually agreed upon by the teacher and the building principal, subject to the approval of the Superintendent of Schools.



- (f) When possible, a teacher who travels between Ridge Street School campus and Blind Brook Middle and High School campus will be limited to one (1) trip between buildings each day.
4. The teaching day for Special Education Teachers and ENL (English as a New Language) Teachers shall consist of:
- (a) One (1) lunch period of sixty (60) minutes each day school is in session.
  - (b) One (1) forty (40) minute preparation period per day.
  - (c) One (1) period for team meetings and/or testing each day.
  - (d) A teaching or testing period is to be defined as being between thirty (30) and forty-five (45) minutes.
5. Special Education Service Providers are providers of services such as, but not limited to Speech and Language, Occupational Therapy, Guidance Counselor, School Psychology. The teaching day for Special Education Service Providers shall consist of:
- (a) One (1) lunch period of sixty (60) minutes each day school is in session.
  - (b) One (1) forty (40) minute preparation period per day.
  - (c) One (1) period for team meetings and/or testing each day.
  - (d) A teaching or testing period is to be defined as being between thirty (30) and forty-five (45) minutes.
6. The teaching day for Academic Intervention Service Teachers, Reading Intervention Teachers, Mathematics Intervention Teachers, and Enrichment Teachers shall consist of:
- (a) One (1) lunch period of sixty (60) minutes each day school is in session.
  - (b) One (1) forty (40) minute preparation period per day.
  - (c) One (1) period for team meetings and/or testing each day.
  - (d) A teaching or testing period is to be defined as being between thirty (30) and forty-five (45) minutes.
6. **Teaching Assignment – Article IV – Paragraph G(1) – Teacher Workday – Second and Third Sentences** – Effective immediately, delete and substitute as follows:

Instructional responsibilities will begin at 8:30 AM and end at 3:10 PM. Time from 8:25 AM to 8:30 AM and 3:10 PM to 3:15 PM is assigned faculty time, and shall be used for supervision of students, including but not limited to, dismissal/arrival supervision and bus duty.

**Paragraph G(2) – Teacher Workday – Second and Third Sentences – Effective immediately, delete and substitute as follows:**

Instructional responsibilities will begin at 7:50 AM and end at 2:40 PM. Time from 7:45 AM to 7:50 AM and 2:40 PM to 2:45 PM is assigned faculty time, and shall be used for supervision of students, including but not limited to, dismissal/arrival supervision and bus duty.

7. **Teaching Assignment – Article IV** – The Federation hereby withdraws with prejudice its two arbitrations with respect to drop block scheduling bearing AAA numbers 01-19-0002-1429 and 01-19-0002-1431, which were filed on or about July 9, 2019. The parties agree to add, effective immediately, new Paragraph J to Article IV as follows:

1. The phrase “drop-block schedule” will refer to a schedule where middle and high school teachers will be scheduled for no more than four (4) classes per day for a maximum of 53 minutes per class period.

2. Each school year, from April 1st through June 30th, the High School Scheduling Committee will meet to advise on the construction of a schedule for the subsequent school year that is either compliant with the language in Article IV Section J or Article IV Sections E and F. The High School Scheduling Committee shall be comprised of volunteers including but not limited to department coordinators and advisors or their designee, a representative of the Federation, high school principal and assistant principal, and other stakeholders as indicated. The High School Building Principal’s decision shall be final and non-grievable. Full-time teachers shall be assigned no more than 30 classes in an 8-day cycle, with each class meeting for a maximum of 53 minutes. Teachers shall not be assigned more than three (3) consecutive teaching periods.

3. The High School Scheduling Committees shall make reasonable efforts to schedule all teachers for no more than four (4) classes per day. The parties recognize there may be circumstances that arise in which a teacher is assigned to teach five (5) classes in a day. In the above event, the Principal shall inform the teacher of such schedule, and that teacher shall have the option to teach the assignment including five (5) classes in a day or to teach a different schedule that shall not include teaching five (5) classes in a day.

4. The parties agree that teachers will be responsible for scheduling 320 minutes of both professional responsibility and academic assistance time, over the course of the eight day cycle. Responsibilities shall remain congruent with those outlined in Article IV(E)(4) and Article IV(E)(5) of the parties’ collective bargaining agreement.

5. For the purpose of attending to Federation business, the President of the Federation shall be assigned to no more than four (4) periods a day; should the District implement the drop-block schedule for the Middle School and/or High School, the President shall be assigned to no more than twenty-four (24) classes of a maximum of 53 minutes each in an eight-day cycle, and shall not be responsible for scheduling or



performing 320 minutes of professional responsibility and academic assistance time during the course of an eight day cycle. The President shall make himself or herself available to students for academic assistance as needed, with need and times determined by the President. Should an elementary teacher be elected President of the Federation, comparable time provision will be made for that person to fulfill the administrative duties of the President.

6. The provisions in the time accounted for in items 2, 4, and 5 shall be the only assigned time that teachers are responsible for. All other time during the school day shall be unassigned time and shall constitute time necessary for preparation and lunch.

8. **Federation Grading Policy Improper Practice Charge (“IPC”) U-37306** – The Federation hereby withdraws with prejudice IPC U-37306 and will, within 30 days of the complete ratification and approval of this memorandum by the parties, take all necessary steps to have IPC U-37306 withdrawn with prejudice with the New York State Public Employment Relations Board. The parties agree that the District’s Grading Systems Policy No. 8480 will be as set forth in Attachment A hereto.

9. **Weekend Overtime Grievance** – The Federation hereby withdraws with prejudice its grievance regarding weekend overtime performed during the 2021/2022 school year, which was filed on or about October 14, 2021. The parties agree that those employees on Attachment B hereto shall be paid \$78.08 per hour for each hour of work delineated on Attachment B.

IN WITNESS WHEREOF, the parties have set their hands and seals this 18<sup>th</sup> day of March 2022.

For the Board

BY: Colin Byrne  
Colin Byrne, Superintendent

For the Federation

BY: Nicholas Bianchi  
Nicholas Bianchi, President

GGDOCS-1860023837-204



## ATTACHMENT A

### Policy No. 8480 - "Grading Systems"

Grading is considered a positive tool to indicate achievement and development in each class or subject area in which a student is enrolled. The Board of Education recognizes that the classroom teacher has the primary responsibility to evaluate students and determine student grades.

Classroom teachers will evaluate students and assess student progress according to an established system. The Board designates the Building Principal to oversee and regulate the grading policies and practices of each classroom teacher.

All students are expected to complete the assigned classwork and homework as directed. Students are also expected to participate meaningfully in class discussions and activities in order to receive course credit. If work is missed due to absence, work may be completed in accordance to the ATTENDANCE POLICY #7110. The student and/or the student's parent(s) or guardian(s) should discuss with the student's teacher an appropriate means of making up the missed work. Only those students whose absence is excused shall be given the opportunity to make up assignments for credit.

Grading will be based upon student achievement of the course objectives. Parent(s)/Guardian(s) will be informed regularly, at least eight (8) times a year (four report cards and four progress reports), at the secondary level and two (2) times a year (report cards) at the elementary level of their child's progress. In addition, parents will be notified in a timely manner if their child is in danger of failing a course. The use of marks and symbols will be appropriately explained.

Feedback from assessments must be given in a timely manner. Teachers will return assessments before giving any new assessments. It is recognized that there may be extenuating circumstances when extended time may be necessary to evaluate an assessment. Teachers will communicate with students and parents when a particular assessment will take longer than the above time limits to be returned.

The professional judgment of the teacher should be respected. However, if a grade is challenged and is not changed upon an appeal to the teacher, the grade may be changed only by the Building Principal after reviewing the facts of the matter with the teacher and through the use of the established form. Should an administrator enforce a grade change, he/she shall report that change to the teacher and the Superintendent of Schools. The Superintendent will have the final decision as to the grade change.

**ATTACHMENT B**

<b><u>Name</u></b>	<b><u>Hours Worked</u></b>
Nour Nesheiwat	7
Jessica yablow	2
Susan Marvin	2
Keri Fischer	2
Joe Mancuso	2
Lisa Krouskoff	6
Barbara Bigler	6
Heather DePaola	3.5
Penny Litchfield	6
Laurel De Luca	6
Michele Wickman	2.5
Joe Mancuso	2
Julie Ciamei	5
Martha Rosen	3



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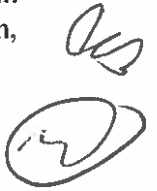
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Handwritten initials "AS" and a signature in the bottom right corner of the page.



School Media Specialist (Library), STEAM/Young Engineers, and Foreign Language (if FLES is returned to the K-5 program).

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(c) Every reasonable effort will be made to provide all teachers and service providers in Grade K-5 sufficient meeting time for the purpose of Team/Grade Level Meetings, Parent-Teacher Conferences and/or related professional meetings such as with Special Education teachers, etc.

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Handwritten initials 'CB' at the top right and a circled mark below it.

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5. For the purpose of attending to Federation business, the President of the Federation shall be assigned to no more than four (4) periods a day; should the District implement the drop-block schedule for the Middle School and/or High School, the President shall be assigned to no more than twenty-four (24) classes of a maximum of 53 minutes each in an eight-day cycle, and shall not be responsible for scheduling or

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IN WITNESS WHEREOF, the parties have set their hands and seals this 18<sup>th</sup> day of March 2022.

For the Board

BY: Colin Byrne  
Colin Byrne, Superintendent

For the Federation

BY: Nicholas Bianculli  
Nicholas Bianculli, President

GGDOCS-1860023837-204

CB  
②

## ATTACHMENT A

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Laurel De Luca	6
Michele Wickman	2.5
Joe Mancuso	2
Julie Ciamei	5
Martha Rosen	3

