

## MEMORANDUM OF AGREEMENT

This AGREEMENT between the BOARD OF EDUCATION, BLIND BROOK-RYE UNION FREE SCHOOL DISTRICT (the "District"), and the BLIND BROOK-RYE FEDERATION OF TEACHERS, LOCAL 1890, NYSUT-AFT (the "Federation"), herein referred to as "the parties", is constituted as follows:

WHEREAS, the District and the Federation are parties to a collective bargaining agreement covering the period July 1, 2021 to June 30, 2023 (the "CBA"); and

WHEREAS, the District has informed the Federation of its intent to implement an Advisory program at the Blind Brook Middle School and the Blind Brook High School for the 2022-2023 school year; and

WHEREAS, to implement the Advisory program for the 2022-2023 school year and beyond, the District and Federation have negotiated regarding the terms and conditions of employment for those Federation members who will implement the Advisory program and wish to memorialize their agreements regarding these issues

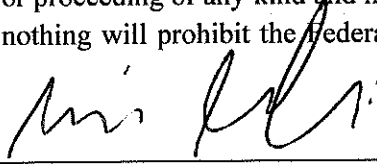
NOW THEREFORE, the parties incorporate each of the above recitals into the body of this Agreement, as if more fully set forth in the body of this Agreement, and hereby agree as follows:

1. For the purposes of providing academic assistance to students in the middle and high schools, as part of the existing academic assistance program cited in the parties' Collective Bargaining Agreement, the District and Federation agree to implement an Advisory program for students designed to enrich students in the areas of Social Emotional Learning and executive functioning skills that are necessary to succeed academically.
2. At the high school, once every two weeks of school, the existing Academic Help period of twenty (20) minutes will be used and can be moved to provide time for the Advisory program.
3. At the middle school, once every week for no more than thirty (30) minutes per week, the existing Academic Assistance to Student Period will be used to provide time for the Advisory program. Upon request, the parties will meet quarterly to evaluate the frequency that the Advisory program meets, with the possibility that the frequency of Advisory meetings could be reduced by mutual agreement of the parties.
4. During the Advisory time, teachers will meet with small groups of students to execute pre-planned activities that will be presented by the Administration to the faculty at the prior month's faculty meeting. Teachers will not be expected to perform any work for the

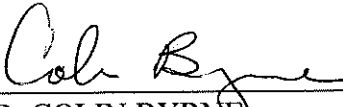
Advisory program beyond the work done in monthly faculty meetings and the work done in the Advisory sessions themselves.

5. Teachers will be asked by the Administration to provide feedback on the Advisory activities.
6. If topics for activities and discussions for Advisory arise that cause concern for faculty members in terms of their appropriateness, Federation representatives will make the Administration aware of such concerns. The Administration will discuss the concerns with Federation representatives and take the concerns into account in the planning process for Advisory activities before asking faculty to lead discussions or activities on these topics. The Administration will give due consideration to the Federation's request to have a concerning topic removed from Advisory.
7. For the purpose of observations and evaluations related to the Annual Professional Performance Review, teachers shall not be observed or evaluated on their performance during Advisory.
8. Teachers will not be expected to meet with students individually as part of their Advisory responsibilities; should the District decide to implement a one-on-one meeting component of Advisory, the District shall hire and assign qualified staff (i.e., guidance counselors, social workers, psychologists) to perform this work.
9. This Memorandum of Agreement shall be incorporated into the long form Collective Bargaining Agreement.
10. The Parties have satisfied all obligations to bargain pursuant to the Taylor Law regarding the terms and conditions of employment attendant to the District's implementation of Advisory. The Federation will not file any grievance, demand for arbitration, improper practice charge, demand for impact bargaining and/or any other action or proceeding of any kind and nature with regard to the implementation of Advisory, except that nothing will prohibit the Federation from filing an action to enforce the terms of this Agreement.


Dated: 8/5/2022

By:   
NICHOLAS BIANCULLI, President,  
Blind Brook-Rye Federation of Teachers,  
Local 1890, NYSUT-AFT

Dated: 8/5/22

By:   
DR. COLIN BYRNE  
Interim Superintendent of Schools,  
Blind Brook-Rye U.F.S.D.

Dated: 8/10/22

By:   
JENNIFER SCHLACTUS  
President,  
Board of Education,  
Blind Brook-Rye U.F.S.D.

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