

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"), is constituted as follows:

WHEREAS, the District and the Federation are parties to a collective bargaining agreement covering the period July 1, 2016 to June 30, 2021 (the "CBA"); and

WHEREAS, the District has informed the Federation of its intent to implement Integrated Co-Taught Elementary Classes ("ICT Classes" or "ICT Class"), on a trial basis, during the 2021-2022 school year; and

WHEREAS, to implement the ICT Classes on a trial basis during the 2021-2022 school year, the District and Federation have negotiated regarding the terms and conditions of employment for those Federation members who will implement ICT Classes during the 2021-2022 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. Effective retroactive to July 1, 2021 and continuing only until June 30, 2022, the following will be implemented to provide ICT Classes on a trial basis for the 2021-2022 school year, notwithstanding any contrary provisions of the CBA and/or any contrary past practice(s):
 - a. The regular education and special education teachers assigned to the ICT Classes will work full-time in the ICT Classes, 8:25 AM to 3:15 PM, in accordance with the K-5 workday set forth in CBA Article IV(D)(1)(a).
 - b. The workday for regular education and special education teachers assigned to the ICT Classes will be in accordance with CBA Article IV(D)(2-4), except that:
 - i. The regular education and special education teachers assigned to the ICT Classes will have their preparation periods aligned with one another;
 - ii. The regular education and special education teachers assigned to the ICT Classes will each be provided with a substitute teacher every two weeks, for a single two-hour block of time, to allow for common planning between the regular education and special education teachers in each ICT Class. The two-hour blocks of biweekly planning time and the needed substitutes for this time will be scheduled in the sole non-reviewable discretion of the District's administration;
 - iii. The special education teachers assigned to the ICT Classes will only be responsible for testing those students, who may require testing, in their assigned ICT Classes. The special education teachers assigned to the ICT Classes will utilize their daily testing periods for this purpose. When testing is not required for students in their respective ICT Classes, these special education teachers will use their testing periods as instructional periods;


- iv. The regular education and special education teachers assigned to the ICT Classes will determine when the daily additional 40-minute educational support period will occur each day.
 - c. The Library preparation period will be extended to 40 minutes for all K-5 classes.
 - d. Meetings with all the regular education and special education teachers assigned to the ICT Classes will be held after school during faculty meeting times once during November, February, and May to review and discuss how the ICT Classes are being implemented. In the event that these meetings cannot be scheduled during faculty meeting times, those regular education and special education teachers assigned to the ICT Classes who attend the meetings will be compensated at the rate of \$78.01 per hour for attending the meetings.
 - e. Regular education and special education teachers assigned to the ICT Classes will receive training regarding the ICT Classes and their implementation from G&R Inclusive Group (or a similar provider to be selected in the sole non-reviewable discretion of the District's administration). Such training may occur in person or virtually and is tentatively scheduled to occur on the following days: September 9, September 30, October 28, January 4, March 23 and May 20. The scheduling of all trainings, including make-ups, will be in the sole non-reviewable discretion of the District's administration. Teachers will be compensated for any training scheduled by the District outside of the regular work day at \$78.01 per hour.
2. The District will not be under any obligation to continue the ICT Classes after the end of the 2021-2022 school year. In the event, however, that the District determines, in its sole non-reviewable discretion, to continue the ICT Classes for any subsequent school year, the District and Federation will meet to review the terms of this agreement and make any needed adjustments. The terms of this Agreement will continue to govern the ICT Classes until such time as the District and Federation enter into a new agreement modifying the terms of this Agreement.
3. 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 ICT Classes on a trial basis for the 2021-2022 school year. 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 ICT Classes during the 2021-2022 school year, except that nothing will prohibit the Federation from filing an action to enforce the terms of this Agreement.
4. Nothing contained in this Agreement will amend the CBA. This Agreement will not be construed as a "reopener" of the CBA.
5. Neither this Agreement, nor its terms and provisions, will be admitted into evidence or used in any other proceeding of any kind and nature, in any forum, by the Federation or its membership, except in a proceeding to enforce the terms of this Agreement.
6. Nothing contained in this Agreement will be deemed an admission by the Federation, its members, or the District, its Board of Education, Board members, administrators,

employees, attorneys, or representatives of a violation of Federal, State or local laws, statutes, ordinances, rules, regulations, any collective bargaining agreement, memoranda of agreement, past practice, policy, or any other legal and/or contractual authority of any kind and nature.


7. This Agreement is the complete and exclusive statement of the agreements between the parties and supersedes all prior or contemporaneous, oral or written agreements, proposals, promises, understandings or representations between the parties relating to the subject matter of this Agreement. No other agreements, proposals, promises, understandings or representations have been made. This Agreement can only be amended by a written agreement signed by the authorized representatives of all the parties.
8. In the event that any provision of this Agreement is held by any court of competent jurisdiction to be illegal, invalid or unenforceable as written, the remaining provisions of this Agreement will be valid and enforceable as written, and the illegal, invalid or unenforceable provision will be changed, if possible, to be consistent with the remaining provisions of this Agreement. If the illegal, invalid or unenforceable provisions cannot be changed to be consistent with the remaining provisions of this Agreement, either the Federation or the District at, the election of either party, may cancel this Agreement.
9. This Agreement and the rights and obligations of the parties pursuant to this Agreement will be interpreted, enforced and governed by the laws and regulations of the State of New York, except for the State of New York's choice of law provisions, regardless of the present or future residence and/or domicile of any of the parties.
10. The parties have read and fully understand this Agreement and have entered into same knowingly and voluntarily, and under no coercion or duress of any kind and nature.
11. The Federation President confirms that by executing this Agreement, he has the authority to bind, and in fact binds, the Federation and its membership to this Agreement, its terms and provisions, and acknowledges that the District has relied upon this material representation in executing this Agreement.
12. This Agreement may be executed in counterparts, each of which will be deemed an original document and will, together, be deemed to be the same Agreement.
13. This Agreement is subject to and contingent upon formal review, approval, ratification and execution by the Board of Education. In the event that the Board of Education does not approve, ratify and execute this Agreement, it will become null and void and no adverse inference will be taken against the parties for having entered into this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties on the dates below delineated:

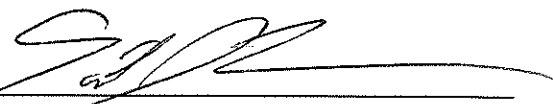
Dated: 1/26/2021

By: 
Nick Bianculli, President,
Blind Brook-Rye Federation of Teachers,
Local 1890, NYSUT-AFT

Dated: 1/24/22

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

Dated: 2/15/22

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