

MEMORANDUM OF AGREEMENT

BY AND BETWEEN THE SUPERINTENDENT OF SCHOOLS AND BOARD OF EDUCATION OF THE BRIARCLIFF MANOR UNION FREE SCHOOL DISTRICT, hereinafter referred to as “the District” and BRIARCLIFF TEACHERS ASSOCIATION, hereinafter referred to as “the BTA” or “the Association”;

WHEREBY, the District and the BTA agree to incorporate the provisions of the Collectively Negotiated Agreement between them that will expire on June 30, 2013 into a one-year successor Agreement effective July 1, 2013 and terminating on June 30, 2014, except as modified by the following provisions:

1. **Teachers Salary Schedule and Step Advancement**

2013-2014 Step Freeze, effective July 1, 2013.
No increase to the Teachers’ Salary Schedule
There shall be no salary adjustments in February 2014
otherwise due under Article XIX(B)(6).

* In the event that agreement is not reached on a successor collectively negotiated agreement prior to July 1, 2014, step advancement shall resume with each unit member advancing one step from the previous year’s step placement, where applicable, so long as Section 209-a(e) of the Civil Service Law is in effect. This provision shall be added to Article XVIII(C). The Step Freeze for the 2013-14 school year shall not delay by one year the progression of unit members employed in the District during the 2013-14 school year from acquiring Career Increments based upon the years placed on the maximum step of the Teachers Salary Schedule as otherwise provided for at Article XIX(B)(6).

2. **Course Approval** – Modify Article XIX(B)(5)(d) by changing the reference from 3 days to 10 days. (p. 21)
3. **Teacher Duty Responsibilities** – Modify Article IX(A)(1)(d) add the following sentence at the end: “ No teacher will be assigned the same supervisory duty for two years in a row without the teacher’s consent.”(p.6)
4. **Health Insurance Buyout Notice** – Modify Article XXV(5) to state: “Annual Health Coverage Determination – Employee will notify the business office in writing upon hire of their intentions for the options listed below. All other unit members shall be deemed to have their enrollment and coverage status continue from year to year based upon the prior year’s status, unless a timely change in status written notice is provided to the business office (e.g. open enrollment period or due to qualifying event). Each unit member, upon hire and annually thereafter, shall be offered the opportunity to participate in the District’s health insurance plan.” (p. 26)

5. **Work Year** – The teacher work year in Article IX(H) for the 2013-14 school year shall be no more than 186 days including superintendent's conference days and one half day on the day before Thanksgiving; thereafter it shall return to no more than 187, including superintendent's conference days effective with the 2014-2015 school year.
6. **Individual Building Needs** - There shall be a moratorium on the 7.5 hours of the individual building needs provisions of Article IX(I) for the 2013-14 school year, sun setting at the close of business on June 30, 2014. The 7.5 hours of District directed teacher responsibilities shall remain in full force and effect throughout the period of the moratorium.
7. **Professional Meetings** – Amend Article IX(B)(2) – Amend Article IX(B)(2) – Modify to read, for the 2013-2014 school year only: “be available for faculty, department, guidance, or grade level meeting after the regular school day on two Thursdays a month that school is in session. The other two Thursdays will be teacher directed, the scheduling of which shall be at the professional discretion of the teachers.”
8. **Todd Scheduling** – A committee shall be formed comprised of two administrators and two BTA appointees to review proposed schedules for the Todd Elementary School for the 2013-2014 school year only. The committee shall make its recommendations in writing to the negotiating teams for further considerations on or before June 1, 2013.
9. **Bereavement** – the terms and conditions of employment reference for Teacher Assistant bargaining unit members shall specify the same entitlement to Bereavement Leave, under Article XVIII(D), as is provided to Teachers in the bargaining unit.
10. **Offer of Family Dependents Health Coverage** – modify the terms and conditions of employment reference for Teaching Assistants to provide as follows: “Effective July 1, 2014, teaching assistants who seek family coverage under the District's Health Insurance Program shall be entitled to do so by paying for the full cost of such coverage, minus 50% the cost of individual coverage. Whether or not the parties reach a successor agreement by July 1, 2014 the District and the Association will revisit this issue if the District's offer of family coverage to a TA affects a TA's spouse from qualifying for an Affordable Health Care exchange subsidy.”
11. **Teaching Assistants Salary Increase** – add a provision to the Teaching Assistants terms and conditions of employment to read as follows: “Each teaching assistant who was employed by the District during the 2012-13 school year and who returns to service in the 2013-14 school year shall receive an increase in salary of 1%, effective September 1, 2013.
12. **Choice of Forum in Disciplinary Proceedings** – **Choice of Forum in Disciplinary Proceedings** – add as Article XXII (C) the following: “Notwithstanding the provisions in paragraph ‘A’ above, in the event that the Board of Education prefers section 3020-a *Education Law charges* against a tenured teacher or teaching assistant, the teacher or teaching assistant must choose between invoking the above provisions for binding arbitration to

determine just cause or having the charges heard pursuant to *Education Law's* section 3020-a procedures. If the teacher or teaching assistant chooses binding arbitration, the teacher or teaching assistant shall be deemed to waive all of their rights under sections 3020 and 3020-a of the *Education Law*. However, the teacher or teaching assistant shall be entitled to pay to the same extent provided in a section 3020-a proceeding, pending the outcome of the just cause arbitration. In the case of binding arbitration, the District and the Association shall make immediate arrangements for final and binding arbitration before one of the following arbitrators: Dennis Campagna, Janet Maleson Spencer or Richard Adelman on a rotating basis to the extent practicable. In the event that the State Education Department will not pay for the costs of the hearing, the expense shall be borne by the district.

Regardless of which forum (3020-a or binding arbitration) the teacher or teaching assistant chooses, they shall have ten (10) calendar days to demand a hearing upon receipt of the statement of charges. A failure to file for arbitration or to demand a 3020-a hearing within ten (10) calendar days of receipt of the statement of charges shall be a waiver of the right to any forum, in which case the Board shall conduct executive session proceedings to determine guilt or innocence upon the charges and a penalty outcome, if any, pursuant to the law and regulations governing Section 3020-a Education Law proceedings.” (p. 28)

13. **APPR** – In order to assure the maximum amount of state aid that may be available based upon full compliance with Section 3012-c of the Education Law, and where the District has made no substantive changes to the document agreed to by the Association for the 2012-2013 school year, the Association President agrees to execute those papers necessary to have the District’s 2013-14 APPR Plan Document received for final approval by the New York State Education Department. The BTA president or his/her designee, following a review of a proposed change hereby authorizes the District to make any and all non-substantive changes in the District’s APPR Plan Document that are necessary for technical compliance when filing with said Department.
14. **AFLAC** – Add to the Agreement that the District shall enable unit members to secure insurance products through AFLAC, at no expense to the District. The District will allow for payment to be made through payroll deduction.

SO AGREED this ____ day of April, 2013, subject to ratification by the respective constituencies.

THE DISTRICT

BY: Neil J. Miller 4-2-13

THE BTA

BY: MaryBeth Carr
M. Deane
Devi M. Mollat
Ronald Green
