

## SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into and agreed upon this date by and between the BLIND BROOK-RYE UNION FREE SCHOOL DISTRICT (“District”) and the BLIND BROOK ADMINISTRATORS ASSOCIATION (“Union”).

**WHEREAS**, the District and the Union are parties to a Collective Bargaining Agreement (“CBA”); and

**WHEREAS**, the Union has filed a grievance alleging that the District violated the CBA; and

**WHEREAS**, the Union is prepared to file an Improper Practice Charge against the District alleging that the District violated the Public Employees Fair Employment Act (“Act”); and

**WHEREAS**, the parties desire to resolve this grievance and Improper Practice Charge short of further litigation;

**NOW, THEREFORE, IT IS HEREBY AGREED**, by and between the Union and the District as follows:

1. Following the full execution and ratification of this Stipulation, the Union agrees to withdraw the grievance with prejudice, and further agrees not to file an Improper Practice Charge with respect to any claims related hereto.
2. The District agrees that, beginning with the payroll period next following the date hereof, all longevity increments provided for in the CBA shall be added to the base salary of every eligible Union member. The date on which the longevity increments are recalculated as part

of the base salary of all eligible Union members shall be referred to herein as the Applicable Date.

3. The District agrees that, beginning with the payroll period next following the date hereof, the salary percentage increases outlined in Article 3(C) of the CBA shall be applied to longevity increments. For the period prior to and including June 30, 2023, the District shall pay eligible UNION members a retroactive payment as set forth in Exhibit A hereto. Such payment will be made no later than thirty (30) days from the date hereof.
4. For the period of time from July 1, 2023 to the Applicable Date, the District shall pay UNION members a retroactive payment to be agreed upon by the parties. Such payment will be made no later than thirty (30) days from the date hereof.
5. The parties agree that neither this Agreement, nor the terms and conditions set forth herein, shall constitute a precedent for any purpose whatsoever except with respect to the enforcement of the terms hereof. The parties further agree that this Agreement shall not be utilized, introduced, or referenced during any subsequent action, administrative proceeding, or arbitration, except to enforce the terms of this Agreement.
6. The UNION has filed a grievance with the District and an Improper Practice charge with PERB regarding the facts underlying this Agreement. Upon ratification of this Agreement, such grievance and Improper Practice charge shall be withdrawn and the Union shall not, under any circumstances, commence and/or file any additional claim, grievance, demand for arbitration, improper practice charge, or any other proceeding and/or cause of action, or litigation of any kind or nature, in any forum, based upon or emanating from any issue, dispute, claim, grievance, or disagreement relative to the facts underlying this Agreement, except for enforcement of this Agreement.

7. Nothing contained in this Agreement will amend the CBA or establish any future practice and/or policy. Nothing herein shall convert a non-mandatory subject of bargaining to a mandatory subject of bargaining.
8. The UNION has read and fully understands this Agreement and enters into the same knowingly, voluntarily and openly, without any coercion and/or duress, and with the advice of counsel. Furthermore, the UNION acknowledges that it has not been misled by the District, the Board, or District administrators, employees, or representatives in any way with regard to this Agreement. In addition, the UNION fully agrees to and accepts all the terms, provisions and conditions contained in this Agreement.
9. This Agreement shall only become effective upon its approval by the Board of Education of the Blind Brook-Rye Union Free School District. In the event that this Agreement is not approved by the Board of Education, it shall be deemed null and void ab initio and neither party shall be bound by its terms.

Dated: November 27, 2023

**Blind Brook-Rye Union Free School District**

By: \_\_\_\_\_

**Blind Brook Administrators Association**

By:  \_\_\_\_\_

**Exhibit "A"**

**Harry Burg** - \$2,500 (Longevity) + \$26.04 (Vacation Day Payout) + \$37.50 (from July 1, 2023 to next pay period) = \$2,563.54

**Tracy Taylor** - \$10,100.91 (Longevity) + \$191.94 (Vacation Day Payout) + \$76.13 (from July 1, 2023 to next pay period) = \$10,368.98