

MEMORANDUM OF AGREEMENT

This AGREEMENT between the BOARD OF EDUCATION, BLIND BROOK-RYE UNION FREE SCHOOL DISTRICT (the "District"), and the BLIND BROOK-RYE EMPLOYEES LOCAL 4060, NYSUT, AFT, AFL-CIO (the "Union"), is constituted as follows:

WHEREAS, the District and the Union are parties to a collective bargaining agreement covering the period July 1, 2009 through June 30, 2018 (the "CBA"), a memorandum of agreement for a successor collective bargaining agreement covering the period July 1, 2018 through June 30, 2019 (the "First MOA"), and a memorandum of agreement for a successor collective bargaining agreement covering the period July 1, 2019 through June 30, 2024 (the "Second MOA"); and

WHEREAS, on or about August 25, 2021, the Union filed a grievance alleging, in sum and substance, that the District violated CBA Article III (3) when it informed Union members, who were retiring after July 1, 2021 that, upon their retirement, they would not be paid for the number of vacation days they believed they were entitled to (the "Grievance"); and

WHEREAS, upon the District's receipt of the Grievance, the parties agreed to hold the Grievance in abeyance pending settlement discussions; and

WHEREAS, the parties now wish to resolve this matter between them without the uncertainties, costs and risks of continued litigation.

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. Upon complete execution of this Agreement by the parties, the Grievance is hereby withdrawn with prejudice. The Union will not file any other grievance, demand for arbitration, improper practice charge or any other action or proceeding of any kind and nature with regard the facts and circumstances underlying the Grievance.
2. Effective retroactive to July 1, 2021 and continuing thereafter, upon complete execution of this Agreement and notwithstanding CBA Article III "Vacation", Paragraph 3, third sentence's current language, the parties agree that this sentence will be read as follows: "Upon separation from the District, all full-time 12-month employees hired prior to July, 1, 2021, will be eligible to be paid for their earned and unused vacation days in the year they separate from employment, plus their maximum number of unused earned vacation days from the prior year (*e.g.* up to 10 days for employees employed between one and four years, 15 days for employees employed between five and nine years, and 20 days for employees employed for 10 years or more), plus the number of unused accrued vacation days they carried over into the prior year (not to exceed 15 vacation leave days)." Upon negotiation for a successor collective bargaining agreement to the collective bargaining agreement that covers the period July 1, 2019 through June 30, 2024, CBA Article III "Vacation", Paragraph 3, third sentence will be amended consistent with this paragraph.


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3. Nothing contained in this Agreement will amend the CBA, the First MOA and/or the Second MOA. This Agreement will not be construed as a "reopener" of the CBA, the First MOA and/or the Second MOA.
4. 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 Union or its membership, except in a proceeding to enforce the terms of this Agreement.
5. Nothing contained in this Agreement will be deemed an admission by the Union, 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.
6. 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.
7. 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, the District at its election, may cancel this Agreement.
8. 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.
9. 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.
10. The Union President confirms that by executing this Agreement, she has the authority to bind, and in fact binds, the Union 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.
11. 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.

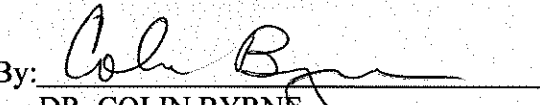
12. This Agreement is subject to and contingent upon formal review, approval, ratification and execution by the Board of Education. In the event that the Board of Education does not approve, ratify and execute this Agreement, it will become null and void and no adverse inference will be taken against 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: 11/29/2021

By: 
DEIRDRE SMITHIES
President,
Blind Brook-Rye Employees Local 4060,
NYSUT, AFT, AFL-CIO

Dated: 11/29/2021

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

Dated: 12/17/21

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