

MEMORANDUM OF AGREEMENT

BY AND BETWEEN the SUPERINTENDENT OF SCHOOLS AND BOARD OF EDUCATION OF THEBRIARCLIFF MANOR UNION FREE SCHOOL DISTRICT, hereinafter referred to as "**THE DISTRICT**" and the BRIARCLIFF ADMINISTRATORS AND SUPERVISORS ASSOCIATION, hereinafter referred to as "**THE ASSOCIATION**";

WHEREBY, the District and the Association agree to incorporate the provisions of this Memorandum of Agreement into the terms of the collectively negotiated agreement between the parties that will expire on June 30, 2015, to establish a successor three year agreement to become effective on July 1, 2015 and terminate on June 30, 2018.

1. Article VI (A) – **Salary** - Replace with the following:
 1. Salaries for the 2015-2016 School Year shall be increased by 1.85% over each unit member's salary for the 2014-15 School Year. Salaries for the 2016-17 School Year shall be increased by 1.85% over each unit member's salary for the 2015-16 School Year and salaries for the 2017-18 School Year shall be increased by 1.85% over each unit members salary for the 2016-17 School Year.
2. Article VII (D) – **Life Insurance** – increase the benefit level from \$100,000.00 to \$200,000.00. [p.4]
3. Article VII (E) – **Death Benefit** – delete. [p.5]
4. Article VII (M) – **Medical Evaluation** – delete. [p.7]
5. Article VIII – **Evaluation** – add the following provision above the text of the Article: “[The provisions below shall not apply to building principals who are evaluated pursuant to Education Law Sections 3012-c & 3012-d and Part 30-2 of the Regents Rules]”. Also, add the following as a second paragraph: “The Superintendent, or his/her central office administrative designee, when so appointed to evaluate unit members, shall in the case of the evaluation of assistant principals, meet first with the building principal to consult with and discuss the evaluation of the assistant principal according to the following timelines: Meet with principal prior to assistant principal goal setting with Superintendent/designee for the year; prior the assistant principal mid-year evaluation with the Superintendent/ designee, and prior to the issuance of the assistant principal annual end of year evaluation by the Superintendent/designee. Nothing herein shall preclude the superintendent/ designee from additional discussions/consultations with the principal on these matters.” [p.7]

6. Article VII (F) –**Flexible Spending Plan** – change the title to “Flexible Spending Plan and Tax Sheltered Annuities”. Also, add the following sentence at the end: “The District shall provide employee elective tax shelter annuity programs under Sections 403(b) and 457 of the Internal Revenue Code.” [p. 5]
7. Article VII (G) – **Longevity** – add the following clause at the end of the first clause of the first sentence to read as follows: “, or ten (10) years of service in this bargaining unit”. [p. 5]
8. The parties acknowledge that they are under a continuing duty to negotiate APPR Related issues as described in Sections 3012-c and 3012-d of the Education Law with the intent of reaching agreement in a timely fashion as necessary to enable the District to secure its full State Aid funding for the 2015-2016 School Year..

SO AGREED, this 28th day of April 2015, subject to ratification by the respective constituencies.

THE DISTRICT

BY: 

THE ASSOCIATION

BY: 