

**SUPPLEMENTAL MEMORANDUM OF AGREEMENT**

**BY AND BETWEEN THE SUPERINTENDENT OF SCHOOLS AND BOARD OF EDUCATION OF THE CHAPPAQUA CENTRAL SCHOOL DISTRICT, hereinafter referred to as "THE DISTRICT" and THE CHAPPAQUA ADMINISTRATORS' ASSOCIATION, hereinafter referred to as "THE ASSOCIATION";**

**WHEREAS, the District and Association are parties to a collective bargaining agreement that recognizes only the administrative titles of "principal" and "assistant principal".**

**WHEREAS, the District has temporarily created two new administrative titles called "interim principal" and "interim assistant principal", which are not titles within the Association.**

**WHEREAS, the Association has filed a grievance and is prepared to take other legal action to preserve its exclusivity to the administrative work at issue;**

**WHEREAS, the District and Association wish to avoid litigation and amicably resolve the issues associated with the creation of the interim positions;**

**NOW THEREFORE, the parties agree for mutual consideration which they acknowledge is material as follows:**

1. Notwithstanding the definition of the titles within the Association as stated in Article 1 (A) – "Recognition", for the 2022-23 school year only, the District may temporarily hire employees in the title of "interim".
2. Employees hired to "interim" positions referenced above for the fixed period of time shall be deemed members of this bargaining unit, for whom the District will make dues deductions with the consent of such employees to the Association and the School Administrators Association of New York State.
3. That during the 2022-23 school year or thereafter, the District shall not be allowed to raise in any grievance, administrative or judicial proceeding the fact that "interim" or other temporary positions were hired instead of a duly appointed Association member in a probationary appointment or tenured appointment as principal or assistant principal, including but not limited to as an affirmative defense to exclusivity of bargaining unit work.
4. This Agreement shall sunset and be null and void as of June 30, 2023, and is specifically excluded from extension under the "Triborough" doctrine enunciated in Article 14 of the Civil Service Law.

5. This Agreement shall not constitute practice or policy, nor serve as a precedent for any of the parties, in any forum. This Agreement may not be used and/or cited by any of the parties in any future grievance, arbitration or litigation, including, but not limited to the Public Employment Relations Board ("PERB"), except for the purpose of enforcing the specific terms of this Agreement.
  
6. The parties acknowledge that this Agreement represents the full, final and complete resolution of this matter.

**SO AGREED** this 30<sup>th</sup> day of March, 2022 subject to Board approval.

THE DISTRICT

BY: \_\_\_\_\_

THE ASSOCIATION

BY: \_\_\_\_\_