

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"**;

WHEREBY, the parties agree that it is in their mutual interests to modify the provisions of their existing Collective Bargaining Agreement by adding the following as Article VIII and renumbering the pre-existing Article VIII as Article IX:

ARTICLE VIII - Non-Resident Faculty Children - The Board will permit full-time, untenured and tenured bargaining unit members who reside outside of the district to enroll their children in the Chappaqua Central School District under the following conditions:

1. The child/children meet all enrollment eligibility requirements except for residency.
2. Consistent with this agreement, non-resident unit members' children will be subject to the rights, benefits, obligations, and responsibilities of resident children. However, the district reserves the right to discontinue the educational program for a non-resident unit member's child under appropriate circumstances.
3. There must be adequate space and facilities available, and the cost of education of such children shall not increase cost to the school district.
4. The placement of non-resident unit members' children shall not cause the district to exceed class size guidelines.
5. The unit member shall provide for and assume the cost of daily transportation.
6. The district shall not be responsible for providing special education services to non-resident unit members' children. All referrals of non-resident unit member's

children shall be to the Committee on Special Education in district of residence. The responsibility for such services and all related costs shall be with the district of residence.

7. The unit member shall pay, to the district, a materials fee which shall be equal to the current school year's per pupil allocation appropriate to the child's grade level.
8. The admission of a child into the school district shall be for the current school year only. In the event that the district determines that adequate space and facilities are not available or the education of such child shall increase the costs to the school district, the district may require either a change in school within the district or removal of the child from the district.
9. The terms and conditions of enrollment of non-resident unit members' children shall be provided to the unit member each year on a form which the unit member shall be required to sign.
10. In the case of a probationary unit member whose child or children have been enrolled in District schools and who depart this District on a voluntary basis before serving in a tenured capacity, such unit member(s) shall pay the District at the non-resident tuition rate for regular education students in accordance with the formula set by the NYS State Education Department for each of the school years of attendance of such child or children.
11. If a probationary administrator is terminated or resigns from employment upon the basis of misconduct or if a tenured administrator is terminated or resigns as a result of charges of misconduct, pursuant to Education Law Section 3020-a proceedings, and he or she has had their non-resident child[ren] attend school in the District based upon the terms of this SMOA, he or she shall be required to pay the District for the Non-Resident Tuition rate applicable to the attendance of such child[ren] in District schools.
12. This agreement shall not be subject to grievance or to arbitration under the contract.

SO AGREED THIS 29th DAY OF NOVEMBER 2018, subject to ratification by the Board of Education.

THE DISTRICT

BY: 

THE ASSOCIATION

BY: 