

AGREEMENT BETWEEN

THE BOARD OF EDUCATION  
OF THE CHAPPAQUA CENTRAL SCHOOL DISTRICT

AND

THE CHAPPAQUA ADMINISTRATORS' ASSOCIATION

2013-2014 and 2014-2015 SCHOOL YEARS

based on MOA dated March 14, 2013

**ARTICLE I -- Recognition**

- A. The Board of Education of the Chappaqua Central School District (“Board”) hereby recognizes the Chappaqua Administrators’ Association (“CAA” or “Association”) as the exclusive employees organization representing the following certified personnel:

- High School Principal
- Middle School Principals
- Elementary School Principals
- Assistant School Principals

for the purpose of negotiating collectively the determination of the terms and conditions of employment, negotiating collectively the determination of and administration of grievances arising under the terms and conditions of employment, and for the purpose of entering into written agreements in determining such terms and conditions of employment.

- B. This agreement shall remain in full force and effect for the period beginning July 1, 2013 and ending June 30, 2015, and may not be changed, altered, or modified during such period without mutual consent, in writing, of the parties hereto.
- C. Any written request for modification must specify the article and paragraph to be amended and the exact wording proposed. Within (20) days of receipt of the request, the second party shall indicate their willingness or unwillingness to meet.
- D. If the second party agrees to meet, they shall so specify in writing. If both parties are unable to agree to an acceptable amendment within thirty school days of the initial meeting, and if they do not mutually agree to extend negotiations, the agreement shall be closed. (This paragraph shall not apply to those articles specifically designated as being in need of resolution - ARTICLE V #6 Vision Care; #10 Cafeteria Option; #13 insurance committee).

**ARTICLE II -- Grievance Procedure**

- A. Step One  
The aggrieved party shall discuss his/her grievance with his/her immediate supervisor in an attempt to adjust any matter in dispute prior to the filing of the written grievance. If the grievance is not resolved in this informal discussion, it shall be reduced to writing and presented to the grievant’s immediate supervisor within five (5) school days after the date upon which the grievance arose.

Within five (5) school days after the written grievance is presented to the immediate supervisor, he/she shall render a written decision thereon, present it to the aggrieved, and forward a copy to the Association. The grievant shall be afforded an opportunity to have an oral hearing with his/her immediate supervisor in the presence of an Association representative within this five-day period.

Failure of the grievant to avail himself/herself of this opportunity shall not act to delay the rendering of a decision.

In the event that the immediate supervisor of the grievant is not the Superintendent of Schools, then the decision of the immediate supervisor shall be reviewed by the Superintendent of Schools within ten (10) school days after it has been released to the grievant and the Association. The Superintendent shall, no later than the end of this period, have an opportunity to alter, modify, reverse, or adopt the decision of any immediate supervisor.

The Superintendent of Schools shall be the final decision maker in any appeals brought pursuant to Article VII.

B. Step Two

If the aggrieved party is not satisfied with the written decision at the conclusion of Step One, he/she may, within ten (10) school days after receipt of this written decision, file an appeal with the Clerk of the Board of Education. This appeal shall contain copies of the written grievance filed at Step One and the answers thereto. It shall also contain a statement from the aggrieved party of the reasons for the appeal.

Within ten (10) days after receipt of an appeal, the Board of Education or a designee thereof shall hold a hearing on the grievance. The hearing shall be conducted in Executive Session and shall not be open to any person not a party to the grievance.

Any grievant may have Association representation at this stage if he/she so desires.

Within ten (10) school days after the conclusion of the hearing, the Board of Education or its designee shall render a decision in writing on the grievance to the aggrieved party, the Superintendent of Schools, and the Association.

C. Step Three

If the Association is not satisfied with the decision at Step Two, it may, within ten (10) school days after receipt of the written decision, file an appeal to arbitration.

The appeal to arbitrate shall be filed with the Board of Education Clerk and the matter shall be set for hearing by both parties arranging to submit the case before one of the following three arbitrators, who shall be selected to the extent practicable on a rotating basis with due consideration given to their availability:

1. Howard Edelman
2. Carol Wittenberg
3. Jeffrey Selchick.

The decision of the arbitrator shall be final and binding. The cost of arbitration shall be borne equally by the District and the Association.

Failure of any party to participate in the duly scheduled hearing in any stage of this procedure shall not delay the disposition of the grievance.

**ARTICLE III -- Length of Year**

The work year for administrative positions existing as of the date of the execution of this Agreement shall be twelve (12) months with annual vacation of one month (23 work days) plus one school recess period. An administrator may accumulate up to 40 days of vacation time. No more than ten(10) unused vacation days may be carried over to the following year, of which no more than five (5) days may be accumulated (up to a total of 40) and no more than five (5) days may be used in that following school year.

During the student instructional year, the administrators shall be entitled to the same paid holidays as are granted to District teachers.

**ARTICLE IV -- Professional Compensation**

A. Benefits and Salary Provisions for the 2013-14 and 2014-15 school years  
Base salaries of each administrator shall be increased by 1.7% based on his/her 2012-13 salary effective July 1, 2013, exclusive of longevity. Base salaries for each administrator shall be increased by an additional 1.7% based on his/her 2012-13 salary effective July 1, 2014, exclusive of longevity.

B. Salary increases will be calculated on the current base salary plus the tenure stipend. The career differential or longevity and cafeteria option are part of salary but are excluded from the salary increase calculation.

C. Longevity  
The move to the next higher payment level will occur on July 1 of the year following the completion of the first year of that increment (i.e.: an administrator who has completed 10 years of service in Chappaqua will begin receiving the 10-14 year longevity at the start of the 11<sup>th</sup> year.) Longevities shall be payable as follows:

Years of Administrative Service in CCSD	Dollar Amount
5 - 9 years	\$2,400.00
10-14 years	\$4,400.00
15-19 years	\$5,400.00
20 or more years	\$5,900.00

D. In recognition of the growing gap between the lowest paid administrators and highest paid teachers, the Superintendent will continue to review this issue with particular attention to tenured administrators and consider such in making salary recommendations to the Board.

## **ARTICLE V -- Benefits Program and Maintenance of Standards**

All conditions of employment and general working conditions shall be those standards in effect in the School System as of the prior school year, except as herein provided. This agreement shall not be interpreted or applied in any manner which will in any way deprive administrators of professional and employment benefits or advantages heretofore enjoyed.

Except as required by this agreement, the duties and responsibilities of administrators in any position in the negotiating unit will not be substantially altered or in any way increased, without prior negotiation with the Association.

It is expected that all duties and responsibilities covered in this Article will agree with the statement of duties and responsibilities that will emerge as the district codifies its policies. Any conflict between existing duties and responsibilities as now understood by the administrators and as these duties and responsibilities are stated in the policy code will be resolved through further negotiation before the policy code is adopted by the Board.

Any improvements to existing fringe benefits or to fringe benefits provided to the teaching staff of the District during the life of this Agreement shall automatically be extended to the administrative staff.

Further, the following additional benefits have been granted:

1. Life Insurance: The District shall pay the cost of \$200,000 group life insurance for each administrator. Upon retirement, the administrator may purchase additional coverage under the policy, at any time, at the District's group rate.
2. Sick Leave: An administrator shall be granted eighteen (18) sick days on July 1 of each school year, or on the first day of employment, which may be accumulated up to a maximum of 300 days. Sick leave days that exceed the maximum accumulation of 300 days may be used in the event of an illness or disability necessitating their use. An administrator, who uses any portion of accumulated sick days for personal illness, shall be entitled to full salary for up to and including the total days accumulated. Upon retirement, administrators will be paid \$60 per day for unused sick leave up to a maximum of 300 days. Upon retirement, payment for accumulated sick days will be paid in the form of an employer non-elective direct contribution into a Section 403(b) Tax Sheltered Annuity.

In the event an administrator leaves district service prior to retirement after having completed ten (10) years of district service as an administrator, compensation for unused sick leave will be made as based on the same formula as above. Any administrator with more than five (5) years experience in the School District, who is not yet of retirement age can qualify for reimbursement of unused sick days if he/she writes a letter verifying that he/she will not be

employed as an administrator in New York State for a period of three years following separation from the School District.

3. **Personal Loss of Property:** The school district will consider claims for reimbursement from an administrator for loss or damage to personal property which occurred while on school property. In the event that such loss or damage may be covered under an administrator's personal insurance program, the District shall consider reimbursement of the difference between the actual amount of loss and his/her insurance coverage.
4. **Severance:** Any non-tenured administrator who was previously a tenured teacher in the district shall be eligible for this benefit. The District will provide any tenured administrator whose position is eliminated through staff reduction with one month of severance pay and one month of medical insurance coverage for every two years of district service with a minimum of three months severance pay and insurance coverage and a maximum of five (5) months severance pay and insurance coverage.
5. **Long-term Disability Program:** A mutually acceptable long-term disability program will be purchased by the school district for the administrators.
6. **Vision Care:** A mutually acceptable vision care plan will be purchased by the school district for the administrators. This provision will be looked at by the same Committee named in Paragraph 13 of this Article, and a mutually acceptable resolution regarding Vision Care will be achieved by June 30, 2015.
7. **Pay-out Options for Unused Vacation Days:** Any administrator, upon leaving district employment, shall be entitled to up to 40 previously recorded days of accumulated vacation as approved by the School Superintendent, remunerated at 1/240 of the current total salary for each day. Upon retirement, payment for accumulated vacation days will be paid in the form of an employer non-elective direct contribution into a Section 403(b) Tax Sheltered Annuity (TSA).
8. **Retirement**
  - a. **Retirement Stipend -** Full-time administrators who are planning to retire at the end of a school year who submit in writing to the Superintendent of Schools a letter of resignation for retirement purposes on or before January 1 of the school year in which they will retire, shall receive a stipend of \$1,500.00 following the Board's acceptance of their retirement. Or, for such notice on or before August 31 of the school year in which they will retire, they shall receive a stipend of \$2,500.00 following the Board's acceptance of their retirement. Retirement is defined as being eligible for retirement under the New York State Teacher's Retirement System and receiving a pension therefrom.
  - b. Upon receipt of the notice of intention to retire, the District shall calculate the dollar value that the eligible unit member is entitled to receive in accordance with Article V, Sections 2, 7, and 8 of the CBA, for the contribution of accumulated

unused sick and vacation days into a TSA and the retirement incentive up to applicable cap set forth in the CBA.

c. The District shall calculate the dollar value that the eligible unit member is entitled to have paid as a non-elective employer TSA contribution in accordance with Article V, Sections 2, 7, and 8 of the CBA prior to the first contribution on or before December 31<sup>st</sup> of the school year of the final school year of employment.

d. Effective on or before September 1, 2005, the District shall establish a tax-sheltered annuity plan that meets the requirements of 26 U.S.C. Section 403(b) ("Plan") for the benefit of bargaining unit members.

e. Thereafter, the District shall make non-elective contributions of the amount calculated directly into the 403(b) tax-sheltered account designated by the District for the benefit of unit members under the provisions of 26 U.S.C. Section 403(b) as set forth below:

f. All unit members who qualify to retire pursuant to the criteria set forth in Article V Sections 2, 7, and 8 of the CBA shall be entitled to have made non-elective employer 403(b) TSA contributions for accumulated unused sick and vacation leave and retirement incentive in accordance with the following:

(i). Eligible unit members who timely submit their letter of retirement shall receive an initial employer non-elective contribution into a designated 403(b) account established for the benefit of the retiring employee up to the maximum amount allowed by IRS Sections 403 (b) and 415(c) on or before December 31, of the school year in which the employee shall retire.

(ii). If the benefit to be paid to an employee would exceed the Section 415(c) cap, any amount over said cap shall be contributed as another District non-elective contribution into the designated 403(b) account for the benefit of the employee up to the Sections 403(b) and 415(c) limits on or before December 31 of the subsequent calendar year.

(iii). If the employee still has benefits remaining after the District's initial two contributions, then the excess amount shall be paid as additional contributions up to the Sections 403(b) and 415(c) limit by December 31 of each subsequent calendar year up to an additional four years or until the excess benefits are exhausted.

(iv). No employer non-elective contribution shall be made on behalf of any employee after the fifth taxable year following that employee's retirement. If any excess benefits still remain after the employer's fifth year of non-elective contributions to the employee's account, then the remaining amount (the "excess benefits") shall be paid in a lump sum, at the time the District makes the fifth year non-elective contribution. The excess amount shall be considered income/ wages under the IRS Code and be subject to immediate taxation.

g. No eligible unit member shall have the right of election to take the payment for accumulated unused sick and/or vacation and/or retirement incentive leave as cash.

h. Any disputes relative to the interpretation or application of this Memorandum of Agreement shall be resolved by application of the dispute to the American Arbitration Association in accordance with Article II Section "C" of the CBA. In such cases, the parties agree that any arbitrator to whom the dispute shall be submitted should be qualified as a C.P.A.

i. This MOA shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.

j. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and District Non-Elective Contributions and the amount of the employee's includible Compensation.

9. Contract Re-opener: Notwithstanding the provisions of Article V, if during the life of this agreement the District negotiates an increase in contributions to health benefit premiums by the CCT, this contract will be considered reopened for purposes of collective bargaining.
10. "Cafeteria" Option: The Cafeteria Option will be \$4500. Administrators may choose to apply this payment into a 403b plan as an elective employee contribution, or use the \$4500 toward an insurance premium for a plan of their choice.
11. Tenure Stipend: Any administrator who receives tenure during the present agreement, will receive an increase of \$3,900 to base salary.
12. Active Employee Health Premium Contributions: Effective July 1, 2013, association members shall contribute towards the cost of health insurance premiums for individual or family coverage at the rate of 16.25%, and effective July 1, 2014, the rate will be 17.5%.

Retiree Health Premium Contributions: For retirements effective on and after July 1, 2009, unit members who have been employed in the district for ten years or more, shall contribute towards premium costs at the percentage rate in effect five years preceding the date of their retirement. Unit members with more than five years of service to the district and less than 10 years shall receive health insurance in retirement according to the following contribution rate:



5 years - employee contribution	- 25%
6 years -	- 20%
7 -9 years	- existing administrator health insurance contribution rate at time of retirement

Continued participation in dental, vision and long-term care insurance shall be available to retired members at the District's group rates.

13. A committee, whose members represent the Administrators and the District, shall be formed for the purpose of studying the current insurances now offered by the District, with the exclusion of health insurance, and recommending improvements to the package. Specifically, the committee will investigate the addition of long-term care insurance as well as the possible overlap or duplication of other coverage. The committee shall make its recommendations to the Board of Education no later than June 30, 2015. It is understood that the Board will consider the recommendations for inclusion as part of this contract agreement. If the Board of Education does not accept the recommendation, or if no recommendation is made, the parties shall continue to negotiate this item to reach a mutually agreeable improvement.
14. **Section 457 IRC Plan** - The District shall establish, through New York State, a Section 457 IRC Plan.
15. **Notice of Retirement** - Unit members shall be required to give notice of retirement via an irrevocable letter of resignation for the purpose of retirement by no later than January 31<sup>st</sup> of the calendar year of retirement, unless there are extenuating circumstances.

## **ARTICLE VI -- Professional Development**

Members of the Administrative staff shall be eligible for tuition reimbursement for up to eighteen (18) semester hours of graduate work annually, provided that the course work is directly associated with his/her professional assignment in either content or process. Course work may be applied for during either semester as well as during the Summer months. Request for approval must be submitted to the Office of the Superintendent of Schools in advance of registration. The Superintendent shall review the appropriateness of any coursework (including the impact on the job responsibilities of the administrator) in consultation with the administrator's supervisor, with the determination as to the appropriateness of any such course work for reimbursement purposes under this provision to be at the sole discretion of the Superintendent of Schools.

In addition, there shall be an annual allocation of \$10,000 for the purpose of professional development of administrative staff. Any administrator wishing to pursue funding under this plan must submit a written plan for personal/professional development to the Superintendent of Schools. All applications will be reviewed by the Superintendent of Schools. The criteria for awards shall be based upon the sole discretion of the Superintendent of Schools and shall be subject to review under the provisions of this

agreement. The Superintendent of Schools shall be entitled to initiate programs and make awards under this Article.

### **ARTICLE VII -- Performance Appraisal Plan**

Article VII shall apply to those administrators not covered by Education Law Section 3012-c.

The parties acknowledge that pursuant to the provisions of Education Law Section 3012-c, they have a duty to negotiate certain aspects of the Annual Professional Performance Review (APPR) for principals. Accordingly, the parties agree that those subjects that are required to be negotiated under the provisions of said statutory sections shall remain open subjects of negotiation following the ratification of the Memorandum of Agreement. For all administrators, the Superintendent of Schools shall be the final decision-maker on any appeal pursuant to APPR.

The Superintendent of Schools, will conduct a year-end performance appraisal for each school principal. Appraisals of assistant principals shall be conducted by the appropriate principal.

#### **Timeline for Annual Review Process**

Development of goals for the subsequent school year shall occur from June through September. Goals should be primarily related to specific building objectives as well as those decided from a district-wide perspective. For each goal, there should be specific outcomes, which can be used to indicate the degree to which that particular goal was met. Also, during the goal setting conference, a process for evaluating progress during the year will be discussed. Once the agreement on the goals and review process has been reached, a signed, written summary will be forwarded to the supervisor. Any change must be agreed to by both parties. A signed copy, returned to the administrator, will indicate approval of the plan by the supervisor.

As mentioned above, a process for monitoring progress should be discussed. This will be up to the administrator being reviewed, unless there have been prior unsatisfactory evaluation reports. Towards the end of the school year and into the summer, the administrator under review will prepare a self-assessment on how the goals set for that year were addressed. A written report will be forwarded to the supervisor. Following receipt of that report, a goal review meeting will be scheduled to discuss/evaluate the self-assessment report and the related report of the supervisor. Following that meeting, a written evaluative summary will be prepared and sent to the administrator for signature. Upon request of the administrator, an additional review session will be held. Also, an addendum or rebuttal report may be included with the original report before it is placed in the administrator's personnel file on August 1.

Any administrator receiving an evaluation of unsatisfactory will submit to the Superintendent by July 20 a proposed plan for improving job performance, said plan specifically focusing on inadequacies cited in the prior year's evaluation. This proposal shall be reviewed by the Superintendent by August 1 and shall require the Superintendent's approval. The Superintendent, by December 31 next

following, shall determine whether the administrator has satisfactorily fulfilled the specifics of the plan approved for improving his/her performance. If the Superintendent determines that the administrator's performance is satisfactory, there will be no withholding of any salary increase. If, however, the improvement plan is not fulfilled, and the administrator's overall performance continues to be unsatisfactory by Dec. 31 next following, the administrator shall forfeit the balance of the year's salary increase and revert to his/her salary as of the preceding June 30. If the administrator is rated as unsatisfactory the following June 30, the salary increase for the school year commencing July 1 shall be forfeited.

Nothing in this article is to be interpreted as a waiver of the District's rights and responsibilities to take disciplinary action in accordance with Education Law in the case of misconduct or failure to maintain job performance.

#### Notification Procedure for Probationary Administrators

- A. Those administrators serving a probationary appointment shall be notified in writing on or before April 1 (or three months notice) if the superintendent is to recommend termination of the probationary appointment. The "Timeline for Review Process" as set forth in Article VII shall be completed on or before April 1. In lieu of termination, the administrator may resign, provided that the letter of resignation is submitted no later than 75 days prior to termination of the probationary period.
- B. An administrator who is eligible for appointment of tenure shall be notified of the superintendent's written recommendation on or before April 1, if the anniversary date of employment is September 1. If the anniversary date is other than September 1, at least ninety days prior notice shall be given.

#### Review of Personnel File

An administrator will be provided, upon request, an opportunity to review and make copies of non-confidential personnel data concerning himself or herself at reasonable time to the Superintendent. All such material will be kept in files located with the Superintendent or his designee. An administrator will be entitled to have a representative of the Association accompany him or her during such review. Only those who have an official right and reason for so doing may inspect an Administrator's file, and said file shall not be open to public inspection except upon specific consent by the Administrator and the Association.

#### Response to Derogatory Material


No material will be placed in the Administrator's personnel file unless the Administrator has had an opportunity to review the material. The Administrator will acknowledge that he or she had the opportunity to review such material by affixing his or her signature and the date to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The administrator will also have the right to submit a written answer to such materials, and his or her answer will be reviewed by the Superintendent and attached to the file copy.

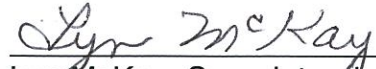
**ARTICLE VIII -- Association Privileges**


Association privileges which have been accorded to any other professional organization recognized by the Board of Education in the Chappaqua Central School District shall be extended to the Chappaqua Administrators' Association. Administrators shall have the right to have their annual membership dues for the Chappaqua Administrators' Association, and SAANYS deducted from their paychecks.

**ARTICLE IX -- Legislative Authority**

Requirements of Legislative Approval: It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of the law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has given approval.

  
\_\_\_\_\_  
Martin Fitzgerald, Co-President  
Chappaqua Administrators' Association  
Chappaqua Central School District

  
\_\_\_\_\_  
Lyn McKay, Superintendent  
Chappaqua Central School District

  
\_\_\_\_\_  
James Skoog, Co-President  
Chappaqua Administrators' Association  
Chappaqua Central School District

Dated: 1/22/14

Dated: 1-22-2014

tm  
1-9-2014

*Pratified by the Board of Education  
December 11, 2013.*

*Sharon M. Mackley  
District Clerk/Admin. Asst. to  
Superintendent*