

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 CONGRESS OF TEACHERS, hereinafter referred to as “the C.C.T.”;

WHEREAS, COVID-19 (Coronavirus) persists and has created difficulties and hardships regarding arranging for child care and continuity of in-person instruction for all school aged children and more so for children in grades K-6; and

WHEREAS coronavirus has presented difficulties in planning for the delivery of instruction in the District for the 2020-21 School Year;

NOW, THEREFORE, in the mutual interests of the C.C.T. and the District to facilitate the education of the children of non-resident untenured unit members who otherwise are not entitled to the benefit of having their children educated in the District, for the 2020-21 School Year such benefit shall be extended to them, subject to the following terms and conditions:

1. The child/children’s home district is not offering full time for instruction for students on site in grades K-6 (documentation must be submitted to the school district for review).
2. The child/children meet all enrollment eligibility requirements except for residency.
3. The child/children must be enrolled prior to September 1, 2020.
4. Consistent with this agreement, non-resident faculty 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 faculty of such untenured child for violating the District’s Code of Conduct based upon conduct that is disruptive to the educational process or constitutes a danger of harm to others in the school.
5. There must be adequate space and facilities available, and the cost of education of such children shall not increase cost to the school district.
6. The placement of non-resident faculty children shall not cause the district to exceed class size guidelines.
7. The teacher shall provide for and assume the cost of daily transportation through means other than District provided transportation services.
8. The teacher shall pay, to the District, a materials fee which shall be equal to the current year’s per pupil allocation appropriate to the child’s grade level.
9. The District shall not be responsible for providing special education services to non-resident faculty children except as provided for in paragraph “10” below.
10. In the event that a non-resident child of a faculty member has matriculated in district programs and it is determined that the child is in need of special education programs and/or services by the child’s district of residence, such child may remain in District schools so long as the services can be delivered at no extra cost to the District and the parent signs a waiver form issued by the District in return for the entitlements provided for hereinabove.

11. The admission of a child into the District shall be for the current year only.
12. District decision making pursuant to the terms set forth above shall not be subject to the submission of a grievance or to arbitration under the C.C.T. Collective Bargaining Agreement. Any dispute regarding the rights and obligation of the parties and/or an untenured non-resident teacher entitled to benefits under the terms of this Supplemental Memorandum of Agreement shall be subject to the final and binding decision of the District's Board of Education.

SO AGREED this ^{5th} ~~30th~~ ^{Aug} day of July 2020, subject to Board of Education approval.

THE DISTRICT

BY: 

THE C.C.T.

BY: 