

## 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 CCT”;

**WHEREBY**, the District and the CCT agree to incorporate the provisions of their 2021-2022 Collectively Negotiated Agreement and all existing applicable SMOAs into a three (3) year successor agreement, effective July 1, 2022 and terminating on June 30, 2025, except as modified by the following provisions:

**Stipend positions, coaching positions, hourly rates, per diem rates, and co-curricular points** - shall be increased by 1% effective July 1, 2022, and an additional 1% on July 1, 2023, and an additional 1% on July 1, 2024.

**\*\* REPLACE LANGUAGE** means that the provision in the 21 - 22 CBA will be replaced with the text that follows this language

Article 2 **(B) Recognition:** *ADD LANGUAGE-* “...the position of occupational therapists”

Article 6- **Grievance Procedures** : paragraph 3: CHANGE REFERENCE from 10 days to 15 days.

Then, REPLACE LANGUAGE BELOW Stages I-IV:

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***“Stage 0 – Informal Verbal Appeal to Principal or Supervisor.***

*Every grievance must be presented informally and verbally to the Grievant's principal or immediate supervisor within fifteen days of the occurrence of the events underlying the grievance. If mutual agreement has not occurred after an informal verbal presentation of a grievance to Grievant's immediate supervisor or principal, the formal steps set forth below shall be followed. The immediate supervisor or principal shall orally dispose of Stage 0 grievance within five days following the informal presentation. Principal or supervisor MUST present the decision orally (virtual, face to face, phone), with a follow-up confirmation email that acknowledges the meeting took place.”*

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***“Stage I – Formal Written Appeal to the Supervisor or Principal.***

*If the grievance is not settled satisfactorily at the informal Stage 0, a Grievant may file a formal Stage I written grievance on the appropriate form within five days of the decision handed down as a result of the informal Stage 0 grievance meeting. The form used to start the formal grievance procedure is to be filed with the Grievant's principal or immediate supervisor. Within five days of the filing of the formal Stage I*

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*grievance, the principal or immediate supervisor shall hold a hearing with the Grievant in an attempt to resolve the grievance. The Grievant may invite a CCT building representative to be present at the hearing. If the grievance is resolved, the resolution shall be stated in writing and signed by the teacher, the building representative, and the principal or immediate supervisor within five days of the Stage 1 hearing. If the grievance cannot be resolved, the principal or immediate supervisor hearing the grievance shall issue a written decision on the grievance within five days of the hearing."*

***"Stage II – Formal Written Appeal to Superintendent or Designee***

*If the grievance is not settled satisfactorily at the formal Stage I, a Grievant may file a written grievance on the appropriate form within five days of the decision handed down with the superintendent or their designee. Within ten days of the filing of the Stage II grievance, the superintendent or their designee shall hold a hearing with the Grievant in an attempt to resolve the grievance. The Grievant may invite a CCT building representative to be present at the hearing. The CCT Grievance Committee chair shall be invited to the hearing. If the grievance is resolved, the resolution shall be stated in writing and signed by the teacher, the CCT building representative, and the superintendent or designee within five days of the Stage II hearing. If the grievance is not resolved, the Grievant may submit the grievance to binding arbitration*

***"Stage III – Binding Arbitration.***

*If the Grievant and the Grievance Committee are not satisfied with the Superintendent's decision, it may submit the grievance to arbitration by filing a Stage III written notice with the office of the Superintendent of Schools on the appropriate form, within five days of receipt of the Superintendent's Stage II decision. Within ten days of the Grievance Committee's filing with the Superintendent of Schools, the designated arbitrator shall be jointly contacted by the parties. The arbitration shall be held before one of the following arbitrators, selected, to the extent practicable, on a rotating basis, and availability on a timely basis: 1. Howard Edelmc 2. Bonnie Siber-Weinstock 3. Carol Wittenberg 4. Richard Adelman 5. Jeffrey Selchick. The arbitration shall be held pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association, and it shall be the duties of the parties to mutually make arrangements with the Arbitrator to conduct the proceedings. The Arbitrator shall hold such hearings as deemed necessary and shall render a decision in writing. The Arbitrator shall not have the power to alter or amend, add to, or change the terms of this agreement or the conditions of employment of teachers in this District. The arbitrator shall, however, have the power to interpret and apply this contract and specify a remedy. The Arbitrator's decision shall be final and binding on both parties. The cost of arbitration shall be borne equally by the District and the Congress.*

**Article 10 (H): Parent Teacher Conferences - ADD LANGUAGE FOLLOWING 2ND**

**PARAGRAPH:** "In addition to the above, grade 5 and 6 teachers shall be scheduled for parent-teacher conferences under the same basis as the elementary teachers."

**Article 11 (E) Teaching Day, Load, Assignments- REPLACE LANGUAGE:** All elementary teachers shall and K-8 special education teachers, in addition to their lunch periods, have at least one daily unassigned professional period of 40 continuous and uninterrupted minutes. Should exceptional circumstances prohibit the scheduling of a daily unassigned professional period, such affected teachers shall be guaranteed a minimum of 200 minutes in blocks of a minimum of 40 continuous minutes of unassigned professional time per 5-day week.



Article 11 **Teaching Day, Load and Assignments:** *ADD LANGUAGE as the last sentence of F:* “Should a teacher be assigned a duty adjacent to two consecutive 55 minute periods followed by another 55 minute period, a 10 minute break shall be scheduled.”

Article 11 (J) **Teaching Day, Load, Assignments:** *PROVIDE THAT:* Traveling teachers will be required to attend one Open House per year.

Article 11 (F): **Teaching Day, Load, Assignments** - REPLACE LANGUAGE: The normal teaching time requirement at the middle school will be five periods or its equivalent per day, with no more than 225 minutes per day for all core (english, math, social studies and science) teachers. If block scheduling is employed, the time between classes will not be counted as part of the 225 minutes. Non-core teachers shall not exceed 1350 minutes per six (6) day cycle. Teachers will not be scheduled for more than the consecutive 55 minute periods.

Article 11 (Q) **Teaching Day, Load, Assignments:** REPLACE LANGUAGE - If a PPS Teacher (excluding Guidance) faces exceptionally demanding circumstances at work .... that teacher may request from the building principal approval of two (2) professional days per year.

Article 11 **Teaching Day, Load, Assignments:** ADD LANGUAGE [NEW] “(R) If a high school subject area teacher has a college recommendation load beyond 20, the teacher may request from the Building Principal approval of one professional day per school year.”

Article 12 (E) **Class Size:** REPLACE LANGUAGE - Teachers in the elementary and middle school whose classes exceed the maximum class size as stated in Article 12 (B) shall be entitled to \$500 per student per semester in the exceeded class (prorated based on enrollment date) provided the overage is not driven by non-residential staff children.

Article 12 **Class Size:** ADD LANGUAGE [NEW] “(F) In the event that a medically fragile student is enrolled for one or more semesters in a teacher’s class and requires remote instruction when the entire class or District is not remote, the teacher shall be entitled to a stipend of \$500, per student, per semester, prorated as needed.”

Article 13 ADD LANGUAGE [NEW]: “(G) After two years if the parameters of the Letter of Counsel regarding professional responsibilities have been met, a member may *request* that the administrator attach an addendum indicating that parameters have been met.”

**Article 15 - Department Chairpersons, District Chairpersons, Elementary Chairpersons**  
(A) paragraph 2: ADD LANGUAGE [NEW]: “The parties shall reach agreement about the department chair structure for the middle school on or before June 30, 2022, absent such agreement Howard Edelman, shall serve as an interest arbitrator to determine the structure for the parties by award issued on or before August 1, 2022.”



**Article 15 - Department Chairpersons, District Chairpersons, Elementary Chairpersons**  
**(A)** paragraph 4: REPLACE LANGUAGE -**There shall be district-wide Chairpersons as follows:** Related Services (Speech, OT, PT), Psychological/Social Work, Reading, ENL, Committee on Special Education (3 positions), Music, Art, Library Media Services and Health.

**Article 15 - Department Chairpersons, District Chairpersons, Elementary Chairpersons**  
**(B.5)** Elementary School Chairpersons - 2022/23 school year: \$3,600

**Article 15 - Department Chairpersons, District Chairpersons, Elementary Chairpersons**  
**(D.1)** ADD LANGUAGE [NEW]: “Selection: The elementary chairpersons shall be selected by June 15.”

Article 22 (B) - REPLACE LANGUAGE in (B) with (B)(1): **Teacher Transfers, Returns and Assignments** In order to staff a new school or to realign grades, any qualified teacher may be transferred. In the event of a reduction, elimination or other contraction of teaching periods, within a tenure area (1) any teacher **with fewer than twenty years (20) consecutive years of service** may be transferred; (2) any teacher with more than 20 consecutive years of teaching in the district may be involuntary transferred only if they is the least senior teacher within the tenure area. Tenure areas in this Article shall be those as set forth in Sections 30.4 through 30.8 of the Rules of the Board of Regents, as amended August 1, 1975.

Article 22 (B) ADD LANGUAGE [NEW]: “(B) (2) In the event the district determines a transfer, within a tenure area, would be in the best interest of students, any teacher with fewer than twenty (20) consecutive years of teaching in the District may be involuntarily transferred. The transferral of such teachers in the best interest of students shall not be arbitrary and capricious.”

Article 22 (B) **Teacher Transfers, Returns and Assignments-** ADD LANGUAGE [NEW]: “(B) (3): Elementary core faculty shall be compensated \$150 for classroom relocation and set-up of their new classroom per seven hour day. No more than 1 day of compensation shall be paid.”

Article 22 (C) **Teacher Transfers, Returns and Assignments-** ADD LANGUAGE [NEW] - “(C) (2) **The pupil personnel department shall consist of** speech therapists, occupational therapists, special education teachers, reading teachers, school psychologists, social workers, guidance counselors, and English as a second language teachers.”

Article 23 (A) **Salary** - 2021/2022 as an historical reference. Then, provide that to increase all steps of the teacher’s salary schedule by 1.5% each year of this agreement effective July 1, 2022, July 1, 2023 and July 1, 2024.



Article 23 (A) (2) **Salary – Off-Schedule Frozen Recurring Salary** – Add that for those unit members who qualify as described in this provision: \$700 effective July 1, 2022, \$700 effective July 1, 2023, \$750 July 1, 2024.

Article 23 (A) **Salary** - *ADD LANGUAGE [NEW]* “(A) (5) Effective the 22/23 school year, new hires who begin their employment on or after February 1st and continuing employees who are on leave of absence from employment for more than five (5) full months during the course of a school year, will not be entitled to step movement for the following school year (if a teacher worked during the 21/22 school year, no matter where they ended on June 30th, you will advance one step and we will reset).”

Article 24 (E)(4)(d)- **Extra pay for Extra Duties-** *REPLACE LANGUAGE-* Coaches shall be compensated for postseason play at the rate of \$75 per practice day/game not to exceed \$300 per week, for second round and beyond.

Article 24 (H) **Extra Pay For Extra Duties** *ADD LANGUAGE [NEW]*: “Interested teachers will apply to be Fellows for a two year term at a stipend of \$2750”.

Article 24 (E) (1) (d) **Extra Pay for Extra Duties-** *REPLACE LANGUAGE:* The time units assigned to each school are as follows:

Roaring Brook	800
Grafflin	800
Westorchard	800
Bell	3000
Seven Bridges	3000
Horace Greeley	10,000

Article 25 (A) **Health Insurance Premium Cost Sharing** - Increase the percentage of the health insurance premium share paid by employees from 18% to 19.5% in .5% increments effective February, 1, 2023 for year one of this agreement and effective July 1st in each of the remaining school years of this agreement (2023 - 2024 and 2024 - 2025).

Article 28- **Sick Leave (A)** *ADD LANGUAGE* after the second paragraph: Should the employee use a sick day immediately adjacent to holidays or vacations, the District may ask for medical documentation.

Article 28 (E) **Sick Day Buyout:** Increase the rate as follows: \$42.50 per day at a cap of 250 days for 2022 - 2023, \$45 per day at a cap of 250 days for both 2023 - 2024 and 2024 - 2025.



Article 29: **Childcare Leave (D)(6):** *ADD LANGUAGE [NEW]* “A child care leave shall be concluded at the commencement of the school year, end of the first quarter, and end of the second quarter as defined by the district calendar (apart from leave taken as FLMA leave).”

Article 29 – **Other Leaves (F)** *(DELETE LANGUAGE)*: Teachers granted leaves that do not coincide with the school year must, upon their return, complete the number of unpaid leave days before moving onto the next salary step.

Article 33 - **Retirement Stipend:** *REPLACE LANGUAGE*: Full time teachers who are planning to retire at the end of the school year who submit in writing to the Superintendent of Schools a letter of resignation for retirement purposes on or before December 1 of the calendar year immediately preceding the calendar year of retirement, a stipend of \$2500 in year 1 of the contract will be paid, a stipend of \$2,750 in year two of the contract will be paid, and a stipend of \$3,000 in year 3 of the contract will be paid. Retirement is defined as being eligible for retirement under the New York State Teachers Retirement System and receiving a pension.

**APPENDIX 1 ARTICLE 23 -REPLACE LANGUAGE Salary Schedule** Reassign existing salary steps as 1 to 41 (no change to grid) as follows:

Current Contract	New Step	Current Contract	New Step
1	1	22	23
2	2	22 (1)	24
3	3	22 (2)	25
3A	4	22 (3)	26
4	5	22 (4)	27
5	6	27	28
6	7	27 (1)	29
7	8	27 (2)	30
8	9	27 (3)	31
9	10	27 (4)	32
10	11	27 (5)	33
11	12	27 (6)	34
12	13	27 (7)	35
13	14	27 (8)	36
14	15	27 (9)	37
15	16	27 (10)	38
16	17	27 (11)	39
16 (1)	18	27 (12)	40
16 (2)	19	27 (13)	41

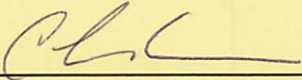
16 (3)	20
16 (4)	21
16 (5)	22

**Non-substantive changes to the full contract will be addressed during the finalization process prior to signature of both parties.**

**SO AGREED**, this 10<sup>th</sup> day of May 2022, subject to ratification by the respective constituencies.

**THE DISTRICT**

**BY:**



**THE CCT**

**BY:**

