

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 2013-2015 Collectively Negotiated Agreement, into a three (3) year successor agreement, effective July 1, 2015 and terminating on June 30, 2018, except as modified by the following provisions:

1. **Article 1 –Duration:** Three year contract, 2015-16, 16-17, 17-18.
2. **Article 6(C) – Grievance Procedures:** In last paragraph change “he deems” to “as deemed necessary.”
3. **Article 10(B) – School Year.** Effective June 30, 2015, the moratorium on the three, two-hour blocks of professional time in Article 10 (B) shall end. Delete Paragraph (B) and replace with the following:

“B. Professional Planning and Staff Development

1. 6 hours of professional planning and staff development time for teachers will be scheduled and planned each year by the District on days when students are dismissed early from school.
2. All teachers are required to devote an additional 6 hours per year of time outside the school day, but during the school year, toward collaboratively learning the technology skills and software applications necessary to meet the district’s technology expectations. The timing, location and format of this collaborative learning are at the teachers’ discretion.
3. In addition, during the 2015-16 and 2016-17 school years, all teachers will schedule an additional 6 hours per year of professional learning time during the school day (but not during instructional time) when they will collaboratively learn how to use technology effectively both in the classroom and as a communication tool.

4. Issues arising from implementation of this provision will be reviewed and resolved at Labor-Management Committee.

4. **Article 11** – Add a new paragraph “Q” as follows: “If a special education teacher faces exceptionally demanding circumstances at work, such as special projects, special testing, evaluations or preparation of reports, that teacher may request from the Building Principal approval of one professional development day per school year, during which he/she will be excused from regular teaching duties in order to complete other work in school. This paragraph shall sunset, becoming null and void with the end of this agreement.”
5. **Article 11(A) - Teaching Day** – Delete the last sentence regarding the sunset provision.
6. **Article 11(A) and (B):** Modify first sentence in 11(A) and 11(C) by changing “teachers’ day” to “day for teachers”.
7. **Article 11(E) – Teaching Day:** Delete “in duration” in first sentence.
8. **Article 11(F) – Teaching Day:** Change semi-colon in first sentence to comma.
9. **Article 11 (J)– Traveling Teachers** – Add the following: “Traveling teachers will be assigned no extra duties, except in an emergency situation. Traveling teachers will be required to attend one Open House per year. When a teacher who was previously full-time in one school becomes assigned to more than one school, that portion of the teacher’s assignment to the new school shall be deemed to constitute a transfer.” Delete current reference to “extra duties, attendance at Open House(s)”. Add the following to the end of Paragraph (J): “Every effort will be made to build traveling teachers’ schedules in a manner that allows them the opportunity to teach effectively in all the schools to which they have been assigned.”
10. **Article 13(D) – Teacher Files:** Change “management” to “administration.”

11. **Article 14(E) – Vacancies and Promotions:** Delete entire paragraph.

12. **Articles 15, 18 (C) (4) (a and b), 23 (C and F), 24, 31, and 34 (A) –** compensations and stipends shall be increased by 0.7% effective July 1, 2015, by an additional 0.7 % on July 1, 2016, and by an additional 0.7% on July 1, 2017.

13. **Article 15(A)- Department Chairpersons, District Chairpersons, Elementary Chairpersons:** Change “Home and Careers” to “Family and Consumer Science” and “Compensatory Education” to “Reading.”

14. **Article 15(D) – Department Chairpersons, District Chairpersons, Elementary Chairpersons:** Delete apostrophe after “days”.

15. **Article 17(J)(2) – Professional Accountability – Tenured Staff:** Change “eighty (80)” to “80”.

16. **Article 18 – Salary Credit –** Change the title of the Article to “Professional Learning” and add the following language before paragraph “A”:

“The Chappaqua Central School District is committed to providing its students with the highest quality educational experience. To that end, our teachers should be involved in high quality professional learning. The goal of this Article is to insure that all teachers have the opportunity to be involved in meaningful professional learning that has ongoing impact in our schools. Every effort will be made to offer and approve course work and other learning experiences that strengthen teacher practice to help teachers become increasingly knowledgeable and effective in their work. Before a teacher enrolls in any coursework that he/she hopes will lead to salary advancement, he/she must seek the approval of the Salary Credit Representative and the building Principal. The Principal will be sure it meets district standards of quality and that it will have impact in the teacher’s classroom or working environment. The course must then be reviewed and approved by the Assistant Superintendent for Human Resources, who will assess it against the same criteria.

Course approval starting in 2015-16 shall not be governed by courses approved or disapproved in prior years. Courses approved by the District prior to July 1, 2015 and still in process shall be honored.

Advancement will be restricted to no more than one lane in any two-year period.”

17. Article 18(B) Professional Learning – add as new paragraph (5)

“5. Other Professional Organizations or Institutions that are recognized as offering high quality coursework in education or one’s teaching field. If a teacher seeks to receive in-service credit for a course offered by such an organization or institution, that teacher must request prior approval as described in Paragraph D. below, prior to enrolling in the course. The Assistant Superintendent for Human Resources will make the determination as to how many hours of in-service credit will be awarded, based on the duration of the course.”

18. Article 18(C) - Professional Learning: Add the following sentence at the end of Paragraph C(1):

“Graduate credit will be granted only when the institution offering the course will confer graduate credit towards its own degree programs.”

19. Article 18(C) - Professional Learning: Replace introductory sentences at Paragraph 4 with, “Fifteen approved in-service hours shall equal one credit. If/When in-service credits are approved in increments smaller than 15 hours, the teacher must accumulate 15 hours before credit is awarded.

Replace Paragraph C(4)(a) with the following:

“a. For district generated in-service courses approved by the Administrative Council, and for those external courses that receive prior approval, teachers may apply for pay in lieu of salary credit. Payment will be at the rate of [rates to be inserted here once stipend increase is agreed to] for a fifteen-hour, one-credit course.”

20. Article 18(C) - Professional Learning: Modify Paragraph C(5) as follows:

“5. Video course work shall be limited to no more than twelve credits during a teacher’s career in the district.”

21. Article 18(D) - Professional Learning: Modify Paragraph D (2)(f) as follows:

“If, in the judgment of the Assistant Superintendent for Human Resources, a building level approval or disapproval may not be in conformity with the guidelines or district practices, or if he/she judges the quality of the course(s) sponsored by an accredited college, NYSUT, BOCES, or other organization to be sub-standard, the building level decision may be overturned. The teacher has the right to appeal as described in the Appeal Board section of this article.

22. **Article 23(A)-Salary:** The following will be added as new Paragraph 1: \$900 will be added to each cell of the salary schedule, effective July 1, 2015, \$900 will be added to each cell of the salary schedule, effective July 1, 2016, \$900 will be added to each cell of the salary schedule, effective July 1, 2017.

The existing paragraph explaining off-schedule payments for the 2013-14 and 2014-15 school years shall become paragraph 2.

23. **Article 23(B) (1) – Salary:** Delete un-numbered opening paragraph and replace paragraph 1 with the following:

Effective July 1, 2015, the District will resume its practice for step eligible unit members by advancing each teacher a single step on the salary schedule following a full year of work. Due to the frozen step years of 2013-14 and 2014-15, the following rules for step advancement shall apply:

Any teacher employed in the district prior to 2010-11 whose step advancement date was delayed solely by the contract language added for 2011-12 and 2012-13, and who has not taken unpaid leave either during or since those years, will once again advance step on the annual date they advanced step prior to 2011-12, beginning with a single step advance in the 2015-16 school year.

Any teacher first hired during 2010-11, 2011-12, 2012-13, 2013-14, or 2014-15 will advance a step on the anniversary of their start date, unless the teacher has taken unpaid leave since their start date.

Any teacher who, during 2010-11, 2011-12, and/or 2012-13, took an unpaid leave that did not coincide with the school year, will have their step advancement delayed by the length of that unpaid leave, as per Article 29 (G) (1).

Any teacher who took an unpaid leave during 2013-14 and/or 2014-15 will have their step advancement delayed by the length of that unpaid leave, whether the leave coincided with the school year or not.

If a teacher's step advancement was delayed both by the contract language of 2011-12 and/or 2012-13 and by an unpaid leave, the delay caused by the 2011-12/2012-13 contract language will be deemed inoperative, but the delay caused by unpaid leave will remain.

24. **Article 23 (B) – Salary:** Existing paragraphs 2 – 5 will be re-numbered as 3 – 6.

25. Article 23(B) (2) – Salary: Insert new paragraph 2 as follows:

Those who are on any of the steps in between steps 16 and 22, or in between steps 22 and 27, or beyond step 27 will receive additional payment as follows:

- a. 2015-16 - \$1000, off-schedule, recurring
- b. 2016-17 - \$750, off-schedule, recurring
- c. 2017-18 - \$750, off-schedule, recurring

If a teacher takes a partial year leave, during any of the school years above, the full amount will recur. If a teacher takes a full year leave during one or more of the school years above, there will be no amount to recur that is attributable to the year or years of such leave.

26. Article 24 –Extra Pay for Extra Duties: Add a new Paragraph (F) as follows: “Teachers may participate in a two-year Teacher Action Research Project of which the terms of participation and selection are described in the District publication entitled ‘Teacher Action Research Project’. The stipend will be \$2,500.00 per school year.”

27. Article 24 –Extra Pay for Extra Duties: Add a new Paragraph (G) as follows: “The high school Principal may select one department facilitator from among those interested department members for each of the departments that have ten (10) or more members. One Department Facilitator may also be selected for the Guidance Counseling Department. Department Facilitators will join with department chairs in the evaluation of ongoing instructional initiatives, will co-design and co-implement new initiatives, and will support the department chair in the planning and facilitation of department meetings. Facilitators will be selected to serve in the position for two years. They will be evaluated annually by the Principal. The stipend for each facilitator will be \$2,500.00 per school year.”

28. Article 24 –Extra Pay for Extra Duties: Add a new Paragraph (H) as follows: “Interested teachers will apply to be Innovation Fellows for a two year term. A committee of teachers, staff developers and administrators will recommend applicants for selection. Final decision on selection will rest solely with the Assistant Superintendent for Curriculum and Instruction. The stipend for each Innovation Fellow will be \$2,500.00 per school year. The stipend covers all work associated with the program with the exception of the four (4) days of summer curriculum work which will be paid at the regular curriculum rate.”

29. **Article 24(E)(8)(a)(1) – Extra Pay for Extra Duties:** Add “per diem” after \$569 and add as the next sentence: “The per diem rate may be divided into an hourly rate if a full day of such activities is not needed.”

30. **Article 25 (A) – Insurance:** Health insurance contribution rate will increase as follows to:

- a. 2015-16 – 14.5%, effective July 1, 2015
- b. 2016-17 – 15.5%, effective July 1, 2016
- c. 2017-18 – 16.5%, effective July 1, 2017

Add the following language to the end of Paragraph (A): “Notwithstanding the above, family health insurance premium contributions are subject to the application of the District’s “Spousal and Eligible Dependent Rule”.

Add the following language to the end of Paragraph (A): “All unit members who work less than 0.6 F.T.E. may participate in the District’s health insurance plan by contributing one hundred percent of the premium cost for individual or family coverage.”

31. **Article 28 – Sick Leave** – Delete the reference in the second paragraph of Paragraph A to adoption or surrogacy and replace with: “In the event that a teacher is going to become a parent through adoption or surrogacy, the teacher may convert up to 15 sick days to personal days to be used consecutively in conjunction with this event. For the same event, the teacher may also utilize assigned personal days, but is not eligible for family illness or emergency leave bank days unless there are extenuating circumstances.”

32. **Article 34(A) – Mentors:** Delete second \$ sign in front of \$\$1,447, and change “The role and responsibilities and training of mentors” to “The role, responsibilities, and training”.

33. **Article 35 – Labor Management Committee** – Add “Up to” before “Three members will be appointed...”, and add “up to” before “three members will be appointed by the CCT.” Delete “This article will sunset on the last day of this agreement.”

34. An expectation of professional learning and expertise in the area of technology for all teachers will be created in a CCSD Professional Learning Handbook. A committee of CCT and District representatives will make recommendations to the Superintendent regarding the contents of the handbook. The technology section of this handbook will articulate expectations for communication between teachers, students, and families, as well as the use of applications in the classroom that support an active, collaborative learning environment. All teachers will be required to use the technology that is appropriate for their work and be

proficient according to the expectations established in the handbook. This will not be memorialized in the contract.

35. Two days, in total, of District facilitated work dedicated to collaboratively learning new technology will be available to all teachers, in the summers of 2015 and/or 2016 and/or in September of 2015. Teachers will be paid at the per diem rate defined in Article 23 (F). Newly hired teachers will learn these skills during New Teacher Orientation. This will not be memorialized in the contract.
36. The District and CCT will design a learning opportunity similar to TARP (similar in time expectations, payment, application process and number of participants), devoted to learning advanced technology applications that enhance active, collaborative learning in the classroom.
37. The District will offer a learning opportunity devoted to supporting and strengthening collaborative teaching partnerships in the schools. This learning opportunity will be similar to TARP in terms of time commitment, application process, payment, and number of participants.

SO AGREED, THIS 25th DAY OF FEBRUARY, 2015, SUBJECT TO RATIFICATION BY RESPECTIVE CONSTITUENCIES.

THE DISTRICT

BY: *Ayn McKay*
Superintendent

THE C.C.T.

BY: *[Signature]*

*Ratified by the Board of Education
May 6, 2015
Sharon Gaskley
District Clerk*