

MEMORANDUM OF AGREEMENT

BY AND BETWEEN THE BOARD OF EDUCATION OF THE CHAPPAQUA CENTRAL SCHOOL DISTRICT (“the District”) and THE CHAPPAQUA OFFICE STAFF ASSOCIATION, (“COSA”);

WHEREAS, the District and COSA are parties to a collective bargaining agreement effective July 1, 2021 through June 30, 2024 (“CBA”); and,

WHEREAS, the CBA entitles eligible employees to retiree health insurance through the Northern Westchester/Putnam Schools Consortium; and,

WHEREAS, a dispute arose as to certain employees’ eligibility for retiree health insurance; and,

WHEREAS, on August 26, 2021, COSA grieved the District’s intended discontinuance of retiree health insurance to former COSA members Nicole Aurand and Deborah Kanuk who left employment with the District between the months of April and June 2021;

WHEREAS, on September 13, 2021, the District denied the aforementioned grievance;

WHEREAS, the parties have negotiated a settlement to resolve the aforementioned grievance as follows:

BE IT THEREFORE AGREED:

1. Any former COSA member receiving retiree health insurance coverage that met the eligibility criteria for retiree benefits set forth in the Putnam Northern Westchester Health Benefits Consortium Plan at the time of their resignation or retirement from the District and who is receiving retiree health insurance benefits as of the date of this Memorandum of Agreement shall retain said benefit coverage without concern that the same will be revoked by the District.
2. Article 21(A) of the CBA shall be amended at line 10 to add these words following the word “retirement”: “as defined at Article 23(D) hereinbelow”.
3. Article 23 of the CBA shall be amended by adding the following clause as subsection (D): “Retirement is defined as being eligible for retirement under the New York State Employees Retirement System and receiving pension benefits from the NYSTRS or the NYSLRS.”
4. Article 23(C) entitled “Retirement notification” shall be amended as follows: “If a member notifies the Superintendent in writing four (4) months in advance of their date of resignation for the purpose of retirement to receive benefits from the Employees

Retirement System (NYSTRS or NYSLRS), the member will receive a \$1,000 salary payment within one month of the date of retirement.”

5. In consideration of the above, COSA agrees to withdraw the grievance dated August 26, 2021 on this matter with prejudice against being refiled as a grievance or being pursued in any other administrative or judicial forum, whether on behalf of the aforementioned grievants represented by COSA or on its own behalf.
6. Any disputes between the District and COSA regarding this Memorandum of Agreement will be resolved through the contractual grievance procedure.
7. The parties agree that the negotiations, terms and/or execution of this Memorandum of Agreement shall not constitute any admission of wrongdoing or a violation of the CBA by either party.
8. Notwithstanding the above, all other terms and conditions of the CBA shall remain in full force and effect through the term of the agreement.
9. This Memorandum of Agreement constitutes the entire agreement between the parties and cannot be modified except in writing signed by the parties.

SO AGREED this 7th day of October 2021, subject to Board of Education approval.

THE DISTRICT

BY: 

Dr. Christine Ackerman, Superintendent

COSA

BY: 

Dawn Dellner, President