

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 ADMINISTRATORS' ASSOCIATION, hereinafter referred to as "The Association";

WHEREBY, the District and the Association agree to incorporate the provisions of their 2009-2011 Collectively Negotiated Agreement into a two-year successor agreement, effective July 1, 2011 and terminating on June 30, 2013, except as modified by the following provisions:

1. **Article I - Recognition**

Section B - Change Duration to July 1, 2011 to June 30, 2013.

2. **Article II - Grievance Procedure**

Section A - Add the following:

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

3. **Article IV - Professional Compensation**

Section A - Benefits and Salary Provisions - Delete and replace with:

"Base salaries of each administrator shall be increased by 3% effective July 1, 2011 and 3% effective July 1, 2012."

Section C - Career Differential - Delete.

Section D - Longevity - New Section C. Delete first two sentences and add the following:

"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 11th year).”

New Section 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.”

3. Article V - Benefits Program and Maintenance of Standards

Section 7 - Change June 30, 2010 to June 30, 2013.

Section 9 - Retirement - delete all language of paragraphs a, b and o; add a new

paragraph a:

“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 31 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.**”

Section 12 - Tenure Stipend – “Any administrator who receives tenure between January 1, 2011 and June 30, 2011, or during the present agreement will receive an increase of \$3,500 to base salary .”

Section 13 - Effective July 1, 2011, bargaining unit members shall contribute towards the cost of health insurance premiums for individual or family coverage at the rate of 13%, and effective July 1, 2012, the rate will be 15%.

Section 14 - Change June 30, 2010 to June 30, 2013.

Section 17 - Change January 1 to January 31.

4. **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.**

SO AGREED this 14th day of June, 2011, subject to ratification by their respective constituencies.

THE DISTRICT

BY: John A. Hansen

THE ASSOCIATION

BY: Chris Smith