

AGREEMENT

THIS AGREEMENT, made this 8th day of July 2020, effective retroactively to June 25, 2020, by and between the **BOARD OF EDUCATION OF THE CHAPPAQUA CENTRAL SCHOOL DISTRICT**, having its administrative offices at the Education Center, 66 Roaring Brook Road, Chappaqua, New York 10514 (hereinafter “the Board” or “District”), and **DR. CHRISTINE ACKERMAN**, (hereinafter “the Superintendent”).

WITNESSETH:

WHEREAS, the Board desires to employ a Superintendent of Schools for its School District; and

WHEREAS, the Superintendent desires to enter in the employ of the Board as its Superintendent of Schools;

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, **IT IS AGREED** as follows:

1. **TERM**

The BOARD hereby agrees to employ the Superintendent and the Superintendent hereby agrees to work for the Board as Superintendent of Schools of the Chappaqua Central School District for a term to commence on June 25, 2020 and to end on June 24, 2025.

2. **EXTENSION OF AGREEMENT**

The parties will, not later than July 1, 2024, notify each other, in writing, of their intention to renew or not to renew this Agreement. If either party fails to give such notice within the time specified, this Agreement shall terminate on June 24, 2025. Any extension of the term of the Superintendent’s employment shall be in the form of an amendment to this Agreement.

3. **DUTIES**

A. The Superintendent shall be the chief administrative officer of the District and

shall have the power and obligation to perform all those duties and to accept all those responsibilities under the direction of the Board as are:

- i. set forth in Section 1711 of the Education Law of the State of New York, including any amendments thereof or successor statutes thereto;
- ii. imposed or granted to a Superintendent of Schools under the provisions of the Education Law or other statutes of the State of New York, or by rule or regulation of the Commissioner of Education;
- iii. specified in the Policy Manual of the Board and in regulations promulgated pursuant thereto;
- iv. normally associated with the position of Superintendent of Schools, including, but not limited to, budget formulation and administration, pupil course of study and curriculum, public relations, personnel management and labor relations;

B. The Board may, from time to time, prescribe additional or different duties and responsibilities for the Superintendent provided that all additional duties and responsibilities prescribed by the Board are consistent with those normally associated with the position of Superintendent of Schools in the State of New York.

C. The Superintendent shall advise the Board President of the need to utilize leave days, as set forth herein below, as well as the scheduling of vacation periods and her summer work schedule.

D. The Superintendent shall be notified and shall have the right to attend all meetings of the Board, including executive sessions of the Board, except that the Board may exclude the Superintendent from any portion of a meeting during which they are discussing her performance, her salary or information about the selection of her successor.

E. The Board, individually and collectively, shall promptly and discretely refer to the Superintendent, in writing, for her study and recommendation, any and all significant criticisms, complaints, suggestions, communications or comments regarding the administration of the District

or the Superintendent's performance of her duties. The Superintendent shall promptly and discretely respond to such criticisms, complaints, concerns and communications.

4. **EXTENT OF SERVICE**

During the term of this Agreement, the Superintendent shall devote her full time, skills, labor, attention and best efforts to the performance and discharge of her duties and responsibilities. The Superintendent shall not engage in outside consultative or other professional activities without approval of the Board in advance of such activities.

5. **PROFESSIONAL CERTIFICATION**

At the commencement of employment, the Superintendent shall furnish and possess throughout the life of this Agreement a valid and permanent certificate to serve as Superintendent of Schools in New York State.

6. **COMPENSATION**

The Superintendent shall be paid a salary at the annual rate of Three Hundred One Thousand Two Hundred Seventy-Five Dollars (\$301,275.00) for the period from June 25, 2020 through June 24, 2021 to be paid in equal installments in accordance with the rules of the Board governing salary payment to other administrative staff members in the District. The Superintendent's base salary shall be reviewed annually based upon her evaluated job performance with the Board's annual evaluation being conducted by June 30th of each school year. Any adjustment in salary made during the term of this Agreement shall only be in the nature of an increase in salary and shall be memorialized in the form of an addendum agreement.

7. **WORK YEAR, VACATION AND OTHER EXPENSES**

A. The Superintendent's work year shall be twelve (12) months with annual vacation of one month (23 work days) plus one school recess period. She may accumulate up to forty (40) days of vacation time. No more than ten (10) unused vacation days may be carried over to the following year, of which no more than five (5) days may be accumulated (up to a total of forty

[40]) and no more than five (5) days may be used in that following school year. A maximum of five (5) unused vacation days may be carried over into the next school year and be used for the purpose of parental leave to be taken within six months of the birth or adoption of a child.

During the student instructional year, the Superintendent shall be entitled to the same paid holidays as are granted to District teachers.

Upon separation from employment, all accumulated vacation days, not to exceed forty (40) shall be paid as a non-elective direct District contribution into the Superintendent's I.R.C.§403(b) tax sheltered annuity account at the per diem rate of 1/240th of annual salary, without a cash option.

Notwithstanding the above, commencing on July 1, 2020 and each July thereafter, the Superintendent may cash-out up to four (4) unused vacation days from the preceding school year at the per diem rate of 1/240th of her annual salary as of June 30th of the preceding school year. Additionally, in July 2020 only, the Superintendent may cash-out up to an additional four (4) days (aggregate of up to eight [8] unused vacation days) from the preceding school year at the aforementioned per diem rate.

During the summer months of 2020, as well as the summer months in the subsequent school years covered by this Agreement, commencing with the first workweek following the end of the Student Instructional Year and until the last week preceding the beginning of the subsequent Student Instructional Year, the Superintendent may work an elongated four (4) day workweek, with the hours of work commencing at 7:30 a.m. such day. The days of work shall be Monday through Thursday or Tuesday through Friday, subject to change upon notice to the Board of Education President and Board Clerk. During the time of four (4) day workweeks, vacation days shall be charged against vacation time at the rate of 1.25 days per vacation day.

B. The Superintendent shall receive the following benefits:

- i. **Health Insurance.** The Board shall pay 73% of the premium for individual and dependents in the Northern Westchester-Putnam Schools Consortium. The Superintendent shall pay 27% of the premium. The Superintendent shall be entitled to District funding of health insurance premium in retirement (to receive benefits from the New York State Teachers' Retirement System) in the amount of 20% of the premium for individual and dependents in the Northern Westchester-Putnam Schools Consortium. Medicare payments shall be reimbursed by the District to the extent of the retired Superintendent's Part B premiums for herself and spouse, if any, at the floor or standard Medicare Part B rate. In the event of the demise of the Superintendent while actively employed or during the time of retirement, to the extent permitted by the District's health insurance plan, her spouse and dependents, if any, may continue health insurance coverage in said plan at no cost to the District. This paragraph shall survive the term and be enforceable after the termination of this Agreement.
- ii. **Joint Benefit Fund.** The Board will pay up to \$1,490.00 per year for the Superintendent to participate in the Joint Benefit Fund. Dental insurance, vision care, and \$50,000.00 term life insurance shall be paid out of this Fund.
- iii. **Sick Leave.** Each year, on the first day of employment, the Superintendent will be credited with eighteen (18) days of sick leave, which may be accumulated up to a maximum of 300 days. The Superintendent shall be credited with thirty (30) sick leave days upon hire that will be replaced at the rate of 10 days per school year from the subsequent current years' allotments until the days are replaced through actual accumulated days.

Upon retirement, the Superintendent will be paid \$60 per day for unused sick leave up to a maximum of 300 days. Upon retirement, payment for accumulated sick days will be paid in the form of an employer non-elective direct contribution into a Section 403(b) Tax Sheltered Annuity, with no cash option, and will conform with

the limitations and regulations under Section 415(c)(1) of the Internal Revenue Code.

- iv. **Personal Leave.** Three (3) days per year for pressing personal business that must be conducted at a time in conflict with the workday.
- v. **Family Illness or Death In Immediate Family.** Five (5) days per year.
- vi. **Holidays.** The Superintendent shall be entitled to those holidays set forth in the District's annual calendar. For the purpose of this provision, recess periods when school is not in session shall not be construed as holidays, except to the extent that legal holidays are specified in the calendar during such recess periods.
- vii. **Employee Assistance Program.** A confidential referral program covering drug, alcohol and emotional issues.
- viii. **Tax Sheltered Annuity.** The District shall make a non-elective direct payment into the Superintendent's I.R.C. Section 403(b) tax sheltered annuity plan in the sum of \$7,500, payable during the month of July 2020. In the month of July 2021, as well as in July of each school year thereafter covered by this Agreement, the sum of \$10,000 shall be paid into the Superintendent's tax-sheltered annuity account. There shall be no cash option for these payments.
- ix. **Life Insurance.** The District shall reimburse the Superintendent for up to \$1,500.00 per year towards the cost of a term life insurance policy.
- x. **Physical Examination.** As a condition of employment, the Superintendent shall submit to a comprehensive physical examination and provide a physician's statement certifying to the Superintendent's physical competency to perform the duties and exercise the powers of her position. Such statement shall be presented to the Board of Education Clerk upon initial employment. This provision is not intended to limit in any manner the Board's right to direct a medical examination pursuant to Section 913 of the Education Law. The portion of the cost of such

physical examination which is not covered by the Superintendent's health benefits coverage shall be paid by the Board.

- xi. **Long Term Disability Program.** The District will provide this benefit at no cost to the Superintendent.
- xii. **Professional Conferences and Membership Dues.** The Superintendent, upon the prior approval of the Board, may attend appropriate professional meetings at the local, state and national levels with the expenses of such attendance and professional dues to be a District charge. Payment shall be made upon presentation of bills, receipts and expense reports following submission to the District's Claims Auditor. The Superintendent is authorized to incur these expenses, up to the approved budgeted amount. Any items requiring expenditures beyond the budgeted amount shall require prior Board approval. The District shall also pay for the Superintendent's membership in up to three (3) professional organizations of the Superintendent's choice.
- xiii. **Transportation Allowance.** The Superintendent shall receive a payment of \$500.00 per month during the term of this Agreement as reimbursement for the use of her private automobile for District business.
- xiv. **Attendance of Children in Chappaqua Schools.** The Superintendent may enroll her children in the schools of the Chappaqua Central School District on a tuition-free basis, so long as she is engaged as an employee of the District, as well as through the end of the school year of such employment; provided, however, that if her child or children are not in the last grade of the building in which they attend at the time of the Superintendent's separation from employment, said child or children may attend school in their current building on a tuition free basis until the final grade level in that building has been completed.
- xv. **Other Expenses.** Within the budgetary appropriations, the District shall provide the Superintendent with a cell phone or equivalent, an iPad tablet or equivalent, as

well as a computer for her use at home. Such items shall be the property of the District and returned to the District upon termination of employment with the District. The use of such items will be subject to District policy.

8. Pursuant to New York State Education Law §211-c, the Superintendent shall fully cooperate with any distinguished educator appointed by the Commissioner of Education.

9. **DISABILITY**

If the Superintendent is unable to perform her duties and responsibilities by reason of extended illness and/or disability, that continues for a period of more than six (6) months from the date she was first unable to perform services as required by this Agreement, then the Board may, at its option, consistent with the procedure set forth in this Section, terminate this Agreement, whereupon the respective duties, rights and obligations herein shall terminate and no additional compensation shall be due the Superintendent hereunder, except for any additional sick leave to which the Superintendent may be entitled and for any unused vacation days.

The Superintendent shall be deemed unable to perform the services required by this Agreement if her attending physician so determines or if a physician selected by the Board so determines. But if there is a disagreement between the physician selected by the Board and the Superintendent's physician, a third physician chosen by the two of them shall examine the Superintendent and a determination that the Superintendent is unable to perform the services required by this Agreement shall be binding.

In the event of the death of the Superintendent prior to the expiration of this Agreement, this Agreement shall terminate immediately and the compensation herein provided shall be prorated to the date of her death. In addition, her estate shall be paid a sum equal to her then daily rate of pay for each day of unused vacation.

10. **EVALUATION**

The Board will annually review the performance of the Superintendent according to procedures developed by the Board in consultation with her, such procedures to be filed in the

District Office and available for review by any individual by not later than September 10th of each year, as required by the Regulations of the Commissioner of Education. The Board will meet with the Superintendent by October 1st of each year of this Agreement to mutually establish goals and objectives by which her performance is to be measured and will meet with her no later than June 30th each year, in executive session, to assess her performance against such goals and objectives.

The Board shall produce the evaluation in writing in the form agreed upon by the parties by June 1st each year. The Superintendent shall be provided with a copy of the written evaluation, signed by the President on behalf of the Board.

The evaluation prepared pursuant to this paragraph shall be confidential and shall be kept so by the Board and individual Board members, except as required by law.

11. **INDEMNIFICATION**

To the extent permitted by law, The Board agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in her individual capacity, or in her official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of her employment and excluding a criminal prosecution or action or proceeding brought against her by the Board. Except that, in no case, will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

12. **NOTICE OF TERMINATION BY SUPERINTENDENT**

In the event that the Superintendent seeks to terminate her employment with the District during the term of this agreement, she shall give at least one-hundred and eighty (180) days written notice of termination of her employment to the Board Clerk.

13. **TERMINATION FOR CAUSE**

The Superintendent shall be subject to discharge for good and just cause, provided that the Board of Education does not arbitrarily or capriciously call for her dismissal and pursuant to the following provisions:

- A. If charges are to be brought against the Superintendent the following rights will be afforded:
- i. No charge shall give rise to a disciplinary hearing unless a quorum of the Board of Education finds probable cause to convene such hearing, based upon written charges previously presented by the Board in a duly convened Executive Session.
 - ii. All charges promulgated by the Board shall be in writing and in such detail as to allow the preparation of a meaningful defense and such written charges shall be received by the Superintendent, together with a written Notice of Hearing, not less than thirty (30) days prior to the date of the hearing.
 - iii. The Superintendent shall be allowed counsel at her own expense at all stages of all proceedings.
 - iv. The Superintendent shall be entitled to a hearing before a mutually agreed upon member of the American Arbitration Association Labor Arbitration Panel or from those listed hereunder, selected upon the basis of first availability if mutual agreement cannot be reached:
 1. Jeffrey Selchick
 2. Bonnie Siber Weinstock
 3. Sheila Cole
 - v. The Hearing shall not be open to the public except at the Superintendent's option. The hearing officer shall make findings of fact and disciplinary

recommendations, if any, for Board consideration. The same shall also be furnished to the Superintendent.

- vi. The Superintendent and the Board may present and cross-examine witnesses at such disciplinary hearing.
- vii. A typewritten transcript of any hearing will be furnished free of cost to the Superintendent.
- viii. Any decision shall be by a majority of the members of the Board of Education and shall be supported by written findings sustaining the charges by a preponderance of the credible evidence or dismissing the charges.
- ix. During any period of suspension, the Superintendent of Schools shall be entitled to receive full salary and benefits until such time as the Board reaches a final determination upon the recommendation of the hearing officer, unless the charges relate to lack of requisite certification.
- x. The Board's decision shall be subject to appeal in accordance with law.

14. **Termination for Convenience:** [Effective January 1, 2022] At the option of the Board, in lieu of the processing of substantive charges, as set forth in Paragraph "13" above, other than those as to which the Superintendent is or may be charged with a crime(s), a "no-fault" contract termination procedure may be implemented as follows:

- A. The Superintendent shall be paid all salary and fringe benefits through the time of securing other comparable employment, for a period of twelve (12) months or through the end of this Agreement, whichever period is shorter. During this period of time the Superintendent will be reassigned and will remain actively employed in the District while she performs her due diligence in the pursuit of other comparable employment.

- B. The Board shall give support to the Superintendent who shall be under a duty of due diligence to secure comparable employment elsewhere effective immediately upon the exercise of this option.
- C. Due diligence efforts shall be deemed fulfilled by the Superintendent by her making extensive efforts to make application for such positions advertised in the New York Times, through National Superintendents' organizations, the NYSSBA On-Board and through at least two reputable recruiters.
- D. The Superintendent shall maintain a file, on a monthly basis, of the advertisements to which she has responded and the letters of inquiry as well as the application documents or evidence of filing an application from electronic or school district sources. The Board of Education President or a quorum of the Board of Education, by resolution, may require the Superintendent to present the documents referred to above, and the same shall be presented within five business days as part of proof of the Superintendent's due diligence.
- E. If the Board of Education reasonably and with good cause believes that such due diligence has not been exercised, the Board may convene an expedited arbitration before Arbitrator Bonnie Siber Weinstock, or in the event of her unavailability within 30 calendar days, Ira Lobel or Jeffrey Selchick, who shall make a final and binding decision regarding whether or not due diligence has been exercised by the Superintendent in seeking such other employment as described hereinabove. Upon a finding that such due diligence has not been exercised by the Superintendent, the District's obligations under the Superintendent's Employment Agreement, as well as any Addendum Agreement shall be extinguished in all regards.
- F. Payments by the Board to the Superintendent shall continue during the pendency of any arbitration proceeding. In the event that the Superintendent secures such other comparable employment at any time during the school year, the District's

obligations under her Employment Agreement as well as under any Addendum Agreements shall cease, becoming null and void except with respect to the enforcement of salary and benefits due her until such other employment is secured or the end of the due diligence period, whichever sooner occurs.

15. **GOVERNING LAW**

This Agreement and all of its provisions shall be construed and interpreted in accordance with the laws of the State of New York.

16. **SEVERABILITY**

Should any provision, term, condition, paragraph, phrase or portion of this Agreement be held or found void or illegal, the balance of these provisions shall remain in full force and effect.

17. **PERFORMANCE**

The failure of either party at any time to require the performance by the other party of any of the terms, conditions, provisions or agreements set forth herein shall, in no way, affect the right thereafter to enforce the same, nor shall the waiver by either party of any breach of any of the terms, conditions, provisions or agreements be construed as a waiver of any succeeding or subsequent breach.

18. **AGREEMENT**

This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes, rescinds and terminates all prior agreements, arrangements and communications between the parties concerning such subject matter whether oral or written. This Agreement constitutes the full and complete agreement of the parties and may not be altered, changed, added to, deleted from, or modified in any way except through the mutual consent of the parties in a written signed amendment to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in their respective names on the day and year first above written.

BOARD OF EDUCATION
CHAPPAQUA CENTRAL SCHOOL DISTRICT

BY: Victoria Tipp 8/9/2020
VICTORIA TIPP, PRESIDENT

THE SUPERINTENDENT OF SCHOOLS

BY: Christine Ackerman 8/8/20
DR. CHRISTINE ACKERMAN