

AGREEMENT BETWEEN

THE BOARD OF EDUCATION  
OF THE CHAPPAQUA CENTRAL SCHOOL DISTRICT

AND

THE CHAPPAQUA ADMINISTRATORS' ASSOCIATION

2009-2010 and 2010-2011 SCHOOL YEARS

based on MOA dated April 16, 2009  
revised January 13, 2010

## **ARTICLE I -- Recognition**

- A. The Board of Education of the Chappaqua Central School District (ABoard") hereby recognizes the Chappaqua Administrators= Association (ACAA" or AAssociation") as the exclusive employees organization representing the following certified personnel:

High School Principal  
Middle School Principals  
Elementary School Principals  
Assistant School Principals

for the purpose of negotiating collectively the determination of the terms and conditions of employment, negotiating collectively the determination of and administration of grievances arising under the terms and conditions of employment, and for the purpose of entering into written agreements in determining such terms and conditions of employment.

- B. This agreement shall remain in full force and effect for the period beginning July 1, 2009 and ending June 30, 2011, and may not be changed, altered, or modified during such period without mutual consent, in writing, of the parties hereto.
- C. Any written request for modification must specify the article and paragraph to be amended and the exact wording proposed. Within (20) days of receipt of the request, the second party shall indicate their willingness or unwillingness to meet.
- D. If the second party agrees to meet, they shall so specify in writing. If both parties are unable to agree to an acceptable amendment within thirty school days of the initial meeting, and if they do not mutually agree to extend negotiations, the agreement shall be closed. (This paragraph shall not apply to those articles specifically designated as being in need of resolution - ARTICLE V #7 Vision Care; #11 Cafeteria Option; #14 insurance committee).

## **ARTICLE II -- Grievance Procedure**

- A. Step One  
The aggrieved party shall discuss his/her grievance with his/her immediate supervisor in an attempt to adjust any matter in dispute prior to the filing of the written grievance. If the grievance is not resolved in this informal discussion, it shall be reduced to writing and presented to the grievant-s immediate supervisor within five (5) school days after the date upon which the grievance arose.

Within five (5) school days after the written grievance is presented to the immediate supervisor, he/she shall render a written decision thereon, present it to the aggrieved, and forward a copy to the Association. The grievant shall be afforded an opportunity to have an oral hearing with his/her immediate supervisor in the presence of an Association representative within this five-day period.

Failure of the grievant to avail himself/herself of this opportunity shall not act to delay the rendering of a decision.

In the event that the immediate supervisor of the grievant is not the Superintendent of Schools, then the decision of the immediate supervisor shall be reviewed by the Superintendent of Schools within ten (10) school days after it has been released to the grievant and the Association. The Superintendent shall, no later than the end of this period, have an opportunity to alter, modify, reverse, or adopt the decision of any immediate supervisor.

**B. Step Two**

If the aggrieved party is not satisfied with the written decision at the conclusion of Step One, he/she may, within ten (10) school days after receipt of this written decision, file an appeal with the Clerk of the Board of Education. This appeal shall contain copies of the written grievance filed at Step One and the answers thereto. It shall also contain a statement from the aggrieved party of the reasons for the appeal.

Within ten (10) days after receipt of an appeal, the Board of Education or a designee thereof shall hold a hearing on the grievance. The hearing shall be conducted in Executive Session and shall not be open to any person not a party to the grievance.

Any grievant may have Association representation at this stage if he/she so desires.

Within ten (10) school days after the conclusion of the hearing, the Board of Education or its designee shall render a decision in writing on the grievance to the aggrieved party, the Superintendent of Schools, and the Association.

**C. Step Three**

If the Association is not satisfied with the decision at Step Two, it may, within ten (10) school days after receipt of the written decision, file an appeal to arbitration.

The appeal to arbitrate shall be filed with the Board of Education Clerk and the matter shall be set for hearing by both parties arranging to submit the case before one of the following three arbitrators, who shall be selected to the extent practicable on a rotating basis with due consideration given to their availability:

1. Howard Edelman
2. Carol Wittenberg
3. Jeffrey Selchick.

The decision of the arbitrator shall be final and binding. The cost of arbitration shall be borne equally by the District and the Association.

Failure of any party to participate in the duly scheduled hearing in any stage of this procedure shall not delay the disposition of the grievance.

**ARTICLE III -- Length of Year**

The work year for administrative positions existing as of the date of the execution of this Agreement shall be twelve (12) months with annual vacation of one month (23 work days) plus one school recess period. An administrator may accumulate up to 40 days of vacation time. No more than five (5) unused vacation days may be accumulated in a given year, unless it is with the prior approval of the Superintendent.

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

**ARTICLE IV -- Professional Compensation**

A. Benefits and Salary Provisions for the 2009-10 school year

Administrators benefits and salaries for the 2009-10 school year will remain the same as for the 2008-09 school year.

Job Protection:

In consideration of the Association’s agreement to freeze salaries for the 2009-10 school year, the district will not eliminate any administrator positions in the Association’s bargaining unit. [This provision shall sunset becoming null and void on June 30, 2010].

Exceptions to salary freeze:

Any administrator who submits an irrevocable letter of resignation for the purpose of retirement to receive benefits from the New York State Teacher’s Retirement System, with a retirement letter prior to January 1, 2010, effective retirement date June 30, 2010, shall be exempt from the salary freeze.

Any administrator who submits such a letter shall receive the negotiated increase for the 2010-11 school year during the 2009-10 school year. This increase shall be paid retroactively to such retiring administrators.

Benefits and Salary Provisions for the 2010-11 school year

Base salaries of each administrator shall be increased by \$2500 and then by an additional 2.75%.

B. Salary increases will be calculated on the current base salary plus the tenure stipend. The career differential or longevity and cafeteria option are part of salary but are excluded from the salary increase calculation.

C. Career Differential

10 years in education, 5 in Chappaqua	\$500
15 years in education, 5 in Chappaqua	\$500
20 years in education, 10 in Chappaqua	\$500
25 years in education, 10 in Chappaqua	\$500

30 years in education, 10 in Chappaqua	\$1,000
35 years in education, 15 in Chappaqua	\$1,000

Salaries can be increased by only one such increment a year.

D. **Longevity** - Longevity shall replace the career differential program described in paragraph "3" above, except to the extent that unit members who would suffer a loss in compensation by reason of the discontinuation of career differential payments, shall continue to receive the career differential until their eligibility for longevity would produce an equal or greater dollar amount. Then, they shall be entitled to longevity pay in lieu of the career differential. Longevities shall be payable as follows:

Years of Administrative Service in CCSD	Dollar Amount
5 - 9 years	\$2,000.00
10-14 years	\$4,000.00
15-19 years	\$5,000.00
20 or more years	\$5,500.00

**ARTICLE V -- Benefits Program and Maintenance of Standards**

All conditions of employment and general working conditions shall be those standards in effect in the School System as of the prior school year, except as herein provided. This agreement shall not be interpreted or applied in any manner which will in any way deprive administrators of professional and employment benefits or advantages heretofore enjoyed.

Except as required by this agreement, the duties and responsibilities of administrators in any position in the negotiating unit will not be substantially altered or in any way increased, without prior negotiation with the Association.

It is expected that all duties and responsibilities covered in this Article will agree with the statement of duties and responsibilities that will emerge as the district codifies its policies. Any conflict between existing duties and responsibilities as now understood by the administrators and as these duties and responsibilities are stated in the policy code will be resolved through further negotiation before the policy code is adopted by the Board.

Any improvements to existing fringe benefits or to fringe benefits provided to the teaching staff of the District during the life of this Agreement shall automatically be extended to the administrative staff.

Further, the following additional benefits have been granted:

1. Life Insurance: The District shall pay the cost of \$200,000 group life insurance for each administrator. Upon retirement, the administrator may purchase additional coverage under the policy, at any time, at the District's group rate.

2. Sick Leave: An administrator shall be granted eighteen (18) sick days on July 1 of each school year, or on the first day of employment, which may be accumulated up to a maximum of 300 days. Sick leave days that exceed the maximum accumulation of 300 days may be used in the event of an illness or disability necessitating their use. An administrator, who uses any portion of accumulated sick days for personal illness, shall be entitled to full salary for up to and including the total days accumulated. Upon retirement, administrators 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.

In the event an administrator leaves district service prior to retirement after having completed ten (10) years of district service as an administrator, compensation for unused sick leave will be made as based on the same formula as above. Any administrator with more than five (5) years experience in the School District, who is not yet of retirement age can qualify for reimbursement of unused sick days if he/she writes a letter verifying that he/she will not be employed as an administrator in New York State for a period of three years following separation from the School District.

3. Annual Physical: An administrator shall be entitled to reimbursement of up to \$400 for the cost of an annual physical examination. In the event that any portion of such examination is covered under a health insurance plan, the District will reimburse the administrator up to \$400 after exhaustion of his/her insurance coverage.
4. Personal Loss of Property: The school district will consider claims for reimbursement from an administrator for loss or damage to personal property which occurred while on school property. In the event that such loss or damage may be covered under an administrator-s personal insurance program, the District shall consider reimbursement of the difference between the actual amount of loss and his/her insurance coverage.
5. Severance: Any non-tenured administrator who was previously a tenured teacher in the district shall be eligible for this benefit. The District will provide any tenured administrator whose position is eliminated through staff reduction with one month of severance pay and one month of medical insurance coverage for every two years of district service with a minimum of three months severance pay and insurance coverage and a maximum of five (5) months severance pay and insurance coverage.
6. Long-term Disability Program: A mutually acceptable long-term disability program will be purchased by the school district for the administrators.
7. Vision Care: A mutually acceptable vision care plan will be purchased by the school district for the administrators. This provision will be looked at by the

same Committee named in Paragraph 14 of this Article, and a mutually acceptable resolution regarding Vision Care will be achieved by June 30, 2010.

8. Pay-out Options for Unused Vacation Days: Any administrator, upon leaving district employment, shall be entitled to up to 40 previously recorded days of accumulated vacation as approved by the School Superintendent, remunerated at 1/240 of the current total salary for each day. Upon retirement, payment for accumulated vacation days will be paid in the form of an employer non-elective direct contribution into a Section 403(b) Tax Sheltered Annuity (TSA).
9. Retirement:
  - a. Payment in the amount described in paragraph Ab@ below shall be made to any administrator who on June 30, 2007 is eligible for a penalty-free retirement under the New York State Teachers= Retirement System, having served for at least ten (10) years as an administrator in this School District and who has submitted an irrevocable letter of resignation to the Superintendent of Schools at least one (1) year before the June 30 date of resignation for the purpose of retirement to receive New York State Teachers= Retirement System benefits.
  - b. Payment pursuant to the conditions set forth in paragraph Aa@ above shall be in the amount of \$1,000 times the number of years served as an administrator in this School District, up to a maximum of \$25,000 after having served for at least twenty-five (25) years.
  - c. Notwithstanding language to the contrary in Article V Section 9(a) of the Collective Bargaining Agreement, a Class "A" or "B" employee, as defined in Paragraph "f" below. shall give written notice of the intention to retire to the Superintendent of Schools prior to January 1 in the year of retirement.
  - d. Upon receipt of the notice of intention to retire, the District shall calculate the dollar value that the eligible Class "A" unit member or eligible Class "B" unit member is entitled to receive in accordance with Article V, Sections 2, 8 and 9(b) of the CBA, for the contribution of accumulated unused sick and vacation days into a TSA and the retirement incentive up to applicable cap set forth in the CBA.
  - e. In regards to Class "B" unit members, the District shall calculate the dollar value that the eligible Class "B" unit member is entitled to have paid as a non-elective employer TSA contribution in accordance with Article V, Sections 2, 8 and 9(b) of the CBA prior to the first contribution on or before December 31<sup>st</sup> of the school year of the final school year of employment.
  - f. Effective on or before September 1, 2005, the District shall establish a tax-sheltered annuity plan that meets the requirements of 26 U.S.C. Section 403(b) ("Plan") for the benefit of bargaining unit members in Class "A" and "B" as described in Section "g" below.

g. Thereafter, the District shall make non-elective contributions of the amount calculated directly into the 403(b) tax-sheltered account designated by the District for the benefit of Class "A" or "B" employees under the provisions of 26 U.S.C. Section 403(b) as set forth below:

h. **Class "A" Employees** include all employees, who became members of the New York State Teachers' Retirement System ("TRS") before June 17, 1971 and who qualify to retire pursuant to the criteria set forth in Article V Sections 2, 8 and 9 of the CBA. All Class "A" members shall have made non-elective employer 403(b) TSA contributions for accumulated unused sick and vacation leave and retirement incentive in the form of an employer non-elective contribution into a designated 403(b) account in accordance with the following:

(i). Eligible unit members who timely submit their letter of resignation shall receive an initial employer non-elective contribution into a designated 403(b) account established for the retiring employee up to the maximum amount allowed by IRS Sections 403 (b) and 415(c) on or before December 31, of the school year before the actual last school year of employment.

(ii.) If the benefit to be paid to a Class "A" employee would exceed the Section 415(c) cap, any amount over said cap shall be contributed as another non-elective employer contribution into the designated 403(b) account for the benefit of the retiring employees up to the maximum amount allowed by IRS Sections 403 (b) and 415(c) on or before December 31, of the subsequent calendar year.

(iii). If the employee still has benefits remaining after the District's two initial contributions, then a third employer non-elective contribution into the designated 403(b) account for the benefit of the Class "A" employee shall be made up to the Sections 403(b) and 415(c) limit on or before December 31 of the subsequent calendar year.

(iv). If any excess benefits still remain after the employer's third non-elective contribution for Class "A" employees then the remaining amount (the "excess benefits") shall be paid in a lump sum, at the time when the third non-elective contribution is made. The excess amount shall be considered income/ wages under the IRS Code and be subject to immediate taxation.

i. **Class "B" Employees** include all employees, who became members of the New York State Teachers' Retirement System ("TRS") on or after June 17, 1971 and who qualify to retire pursuant to the criteria set forth in Article V Sections 2, 8 and 9 of the CBA. All Class "B" members shall be entitled to have made non-elective employer 403(b) TSA contributions for accumulated unused sick and vacation leave and retirement incentive in accordance with the following:



(i). Eligible Class “B” unit members who timely submit their letter of retirement shall receive an initial employer non-elective contribution into a designated 403(b) account established for the benefit of the retiring employee up to the maximum amount allowed by IRS Sections 403 (b) and 415(c) on or before December 31, of the school year in which the employee shall retire.

(ii). If the benefit to be paid to a Class “B” employee would exceed the Section 415(c) cap, any amount over said cap shall be contributed as another District non-elective contribution into the designated 403(b) account for the benefit of the Class “B” employee up to the Sections 403(b) and 415(c) limits on or before December 31 of the subsequent calendar year.

(iii). If the Class “B” employee still has benefits remaining after the District’s initial two contributions, then the excess amount shall be paid as additional contributions up to the Sections 403(b) and 415(c) limit by December 31 of each subsequent calendar year up to an additional four years or until the excess benefits are exhausted.

(iv). No employer non-elective contribution shall be made on behalf of any Class “B” employee after the fifth taxable year following that employee’s retirement. If any excess benefits still remain after the employer’s fifth year of non-elective contributions to the Class “B” employee’s, then the remaining amount (the “excess benefits”) shall be paid in a lump sum, at the time the District makes the fifth year non-elective contribution. The excess amount shall be considered income/ wages under the IRS Code and be subject to immediate taxation.

j. **Tier IA Adjustments:** The District shall report its employer non-elective contributions hereunder as non-regular compensation to the New York State Teachers’ Retirement System for any employee, regardless of class, who became a member of the Teachers’ Retirement System before June 17, 1971.

k. No eligible unit member shall have the right of election to take the payment for accumulated unused sick and/or vacation and/or retirement incentive leave as cash.

l. Any disputes relative to the interpretation or application of this Memorandum of Agreement shall be resolved by application of the dispute to the American Arbitration Association in accordance with Article II Section “C” of the CBA. In such cases, the parties agree that any arbitrator to whom the dispute shall be submitted should be qualified as a C.P.A.

m. This MOA shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to

those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.

n. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and District Non-Elective Contributions and the amount of the employee's includible Compensation.

o. The retirement incentive, described as "Payment" in paragraphs "a" and "b" of this section (Article V. Section 9), shall sunset, becoming null and void, on June 30, 2010, except for the purposes of enforcing the rights of those who timely opted for the benefits described hereinabove.

p. Unit members who have provided at least fifteen (15) years of service as an administrator in this School District shall be entitled to non-elective direct employer contributions into their Section 403(b) IRC Tax Sheltered Annuities in the amount of \$9,000.00 during the 2009-2010 school year. [This provision shall sunset becoming null and void on June 30, 2010, except for enforcement purposes.]

10. Contract Re-opener: Notwithstanding the provisions of Article V, if during the life of this agreement the District negotiates an increase in contributions to health benefit premiums by the CCT, this contract will be considered reopened for purposes of collective bargaining.
11. ACafeteria@ Option: Effective June 30, 2010, the \$3300 Cafeteria Option will be increased to \$4500. Administrators may choose to apply this payment into a 403b plan as an elective employee contribution, or use the \$4500 toward an insurance premium for a plan of their choice. The language in this clause will be adjusted by June 30, 2010 in order to make the cafeteria option as flexible as possible.
12. Tenure Stipend: Any administrator who receives tenure during this agreement will receive an increase of \$2,500 to base salary in lieu of the career differential increment in the school year in which tenure is granted.
13. Active Employee Health Premium Contributions: Notwithstanding any other provision in this agreement, effective July 1, 2009, bargaining unit members shall contribute towards the cost of health insurance premiums for individual or family coverage at the rate of 10%, and effective July 1, 2010, the rate will be 11%.

Retiree Health Premium Contributions: For retirements effective on and after July 1, 2009, unit members who have been employed in the district for ten years or more, shall contribute towards premium costs at the percentage rate in effect five years preceding the date of their retirement. Unit members with more than

five years of service to the district and less than 10 years shall receive health insurance in retirement according to the following contribution rate:

- |                                 |   |
|---------------------------------|---|
| 5 years - employee contribution | - 25%   |
| 6 years -                       | - 20%   |
| 7 -9 years                      | - existing administrator health insurance contribution rate at time of retirement |

Continued participation in dental, vision and long-term care insurance shall be available to retired members at the District's group rates.

14. A committee, whose members represent the Administrators and the District, shall be formed for the purpose of studying the current insurances now offered by the District, with the exclusion of health insurance, and recommending improvements to the package. Specifically, the committee will investigate the addition of long-term care insurance as well as the possible overlap or duplication of other coverage. The committee shall make its recommendations to the Board of Education no later than June 30, 2010. It is understood that the Board will consider the recommendations for inclusion as part of this contract agreement. If the Board of Education does not accept the recommendation, or if no recommendation is made, the parties shall continue to negotiate this item to reach a mutually agreeable improvement.
15. In the event that a member elects not to receive health insurance, effective July 1, 2009, the buy-out amount shall be set at \$3,250 for family buy-outs; and \$1,750 individual buy-outs only for those who received the buy-out during the 2008-2009 school year, as well as for those who have been paying health premium contributions during the 2008-2009 school year. These amounts are per year and will be prorated if for less than a full year. No others shall become eligible for the buy-out.

A unit member who has elected the buy-out shall be allowed to re-enter the health insurance plan during the buy-out year as a result of a qualifying event. The monies will be paid in equal biweekly paychecks over the one year buy-out period commencing January 1 and ending on December 31. The buy-out payments will be paid as additional salary.

To be eligible for this benefit, you must be otherwise health insured and able to produce evidence of the same when you submit your application for the buy-out.

16. **Section 457 IRC Plan** - The District shall establish, through New York State, a Section 457 IRC Plan.
17. **Notice of Retirement** - Unit members shall be required to give notice of retirement via an irrevocable letter of resignation for the purpose of retirement by no later than January 1<sup>st</sup> of the calendar year of retirement, unless there are extenuating circumstances.

## **ARTICLE VI -- Professional Development**

Members of the Administrative staff shall be eligible for tuition reimbursement for up to eighteen (18) semester hours of graduate work annually, provided that the course work is directly associated with his/her professional assignment in either content or process. Course work may be applied for during either semester as well as during the Summer months. Request for approval must be submitted to the Office of the Superintendent of Schools in advance of registration. The Superintendent shall review the appropriateness of any coursework (including the impact on the job responsibilities of the administrator) in consultation with the administrator's supervisor, with the determination as to the appropriateness of any such course work for reimbursement purposes under this provision to be at the sole discretion of the Superintendent of Schools.

In addition, there shall be an annual allocation of \$10,000 for the purpose of professional development of administrative staff. Any administrator wishing to pursue funding under this plan must submit a written plan for personal/professional development to the Superintendent of Schools. All applications will be reviewed by the Superintendent of Schools. The criteria for awards shall be based upon the sole discretion of the Superintendent of Schools and shall be subject to review under the provisions of this agreement. The Superintendent of Schools shall be entitled to initiate programs and make awards under this Article.

## **ARTICLE VII -- Performance Appraisal Plan**

The Superintendent of Schools, will conduct a year-end performance appraisal for each school principal. Appraisals of assistant principals shall be conducted by the appropriate principal.

### Timeline for Annual Review Process

Development of goals for the subsequent school year shall occur from June through September. Goals should be primarily related to specific building objectives as well as those decided from a district-wide perspective. For each goal, there should be specific outcomes, which can be used to indicate the degree to which that particular goal was met. Also, during the goal setting conference, a process for evaluating progress during the year will be discussed. Once the agreement on the goals and review process has been reached, a signed, written summary will be forwarded to the supervisor. Any change must be agreed to by both parties. A signed copy, returned to the administrator, will indicate approval of the plan by the supervisor.

As mentioned above, a process for monitoring progress should be discussed. This will be up to the administrator being reviewed, unless there have been prior unsatisfactory evaluation reports. Towards the end of the school year and into the summer, the administrator under review will prepare a self-assessment on how the goals set for that year were addressed. A written report will be forwarded to the supervisor. Following receipt of that report, a goal review meeting will be scheduled to discuss/evaluate the self-assessment report and the related report of the supervisor. Following that meeting, a written evaluative summary will be

prepared and sent to the administrator for signature. Upon request of the administrator, an additional review session will be held. Also, an addendum or rebuttal report may be included with the original report before it is placed in the administrator-s personnel file on August 1.

Any administrator receiving an evaluation of unsatisfactory will submit to the Superintendent by July 20 a proposed plan for improving job performance, said plan specifically focusing on inadequacies cited in the prior year-s evaluation. This proposal shall be reviewed by the Superintendent by August 1 and shall require the Superintendent-s approval. The Superintendent, by December 31 next following, shall determine whether the administrator has satisfactorily fulfilled the specifics of the plan approved for improving his/her performance. If the Superintendent determines that the administrator-s performance is satisfactory, there will be no withholding of any salary increase. If, however, the improvement plan is not fulfilled, and the administrator-s overall performance continues to be unsatisfactory by Dec. 31 next following, the administrator shall forfeit the balance of the year-s salary increase and revert to his/her salary as of the preceding June 30. If the administrator is rated as unsatisfactory the following June 30, the salary increase for the school year commencing July 1 shall be forfeited.

Nothing in this article is to be interpreted as a waiver of the District-s rights and responsibilities to take disciplinary action in accordance with Education Law in the case of misconduct or failure to maintain job performance.

#### Notification Procedure for Probationary Administrators

- A. Those administrators serving a probationary appointment shall be notified in writing on or before April 1 (or three months notice) if the superintendent is to recommend termination of the probationary appointment. The ATimeline for Review Process@ as set forth in Article VII shall be completed on or before April 1. In lieu of termination, the administrator may resign, provided that the letter of resignation is submitted no later than 75 days prior to termination of the probationary period.
- B. An administrator who is eligible for appointment on tenure shall be notified of the superintendent-s written recommendation on or before April 1, if the anniversary date of employment is September 1. If the anniversary date is other than September 1, at least ninety days prior notice shall be given.

#### Review of Personnel File

An administrator will be provided, upon request, an opportunity to review and make copies of non-confidential personnel data concerning himself or herself at reasonable time to the Superintendent. All such material will be kept in files located with the Superintendent or his designee. An administrator will be entitled to have a representative of the Association accompany him or her during such review. Only those who have an official right and reason for so doing may inspect an Administrator-s file, and said file shall not be open to public inspection except upon specific consent by the Administrator and the Association.

Response to Derogatory Material

No material will be placed in the Administrator-s personnel file unless the Administrator has had an opportunity to review the material. The Administrator will acknowledge that he or she had the opportunity to review such material by affixing his or her signature and the date to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The administrator will also have the right to submit a written answer to such materials, and his or her answer will be reviewed by the Superintendent and attached to the file copy.

**ARTICLE VIII -- Association Privileges**

Association privileges which have been accorded to any other professional organization recognized by the Board of Education in the Chappaqua Central School District shall be extended to the Chappaqua Administrators= Association. Administrators shall have the right to have their annual membership dues for the Chappaqua Administrators= Association, and SAANYS deducted from their paychecks.

**ARTICLE IX – Legislative Authority**

Requirements of Legislative Approval: It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of the law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has given approval.

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Michael Kirsch, Co-President  
Chappaqua Administrators= Association  
Chappaqua Central School District

\_\_\_\_\_  
David F. Fleishman, Superintendent of  
Chappaqua Central School District

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Andrew Selesnick, Co-President  
Chappaqua Administrators= Association  
Chappaqua Central School District

Dated:\_\_\_\_\_

Dated:\_\_\_\_\_

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