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COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
THE BOARD OF EDUCATION OF THE
WAPPINGERS CENTRAL SCHOOL DISTRICT
AND THE
WAPPINGERS ADMINISTRATORS ASSOCIATION

July 1, 2003 Through June 30, 2007

RECEIVED

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

42

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**ARTICLE 1
PREAMBLE**

1.1 To effectuate the provisions of Chapter 392 of the Laws of 1967 (the Public Employees Fair Employment Act), to encourage and increase effective and harmonious working relationships between the Wappingers Central School District (hereinafter referred to as the "District") and its administrators represented by the Wappingers Administrators Association (hereinafter referred to as the "Association"), and to enable the administrators to set guidelines in order to implement policies established by the Board of Education so that the cause of public education may best be served in the Wappingers Central School District, this agreement sets forth the terms and conditions of employment of the employees represented by the Association and is made and entered into on this first day of July 2003 by and between the District and Association.

**ARTICLE 2
RECOGNITION**

2.1 The District recognizes the Association as the exclusive bargaining agent for a negotiating unit that includes the following titles but not limited thereto: Principal, Coordinator, Assistant Principal, Assistant Coordinator, and similar titles established hereafter during the term of the agreement. All members of this unit are covered by this agreement and shall hereinafter be referred to as "administrators."

2.2 In consideration of the recognition of the Association by the Board of Education as the sole and exclusive bargaining representative of the administrators, the Association does hereby affirm a policy that it does not assert the right to strike against the District, nor will it assist in or participate in any such strike by the administrators, nor will it impose an obligation on the administrators to conduct, assist, or participate in a strike. The term "strike" means any strike or other concerted stoppage of work by the administrators.

**ARTICLE 3
DEDUCTIONS**

3.1 The District agrees to the deduction of dues from the salaries of its administrators for local, county, state, and national professional, administrative, and supervisory associations, or any one of any combination of such associations as said administrators in writing, individually, and voluntarily, authorize the District to deduct and to transmit the monies promptly to such association. Written authorization shall be made prior to November 1st of each school year on forms approved by the District. The deductions will be made in ten successive payments beginning with the first administrator payroll date after November 1st.

3.2 The District shall deduct from the salary of any unit member who is not a member of the Association an agency fee as set forth by the Association. These deductions shall be paid to the Association in the same manner and at the same time as dues deductions are paid by the Association members. The Association affirms that it has adopted such procedures for refund of

agency fee deduction as required in Section 208(3)(b) of the Civil Service Law and any amendments thereto. This provision for agency fee deductions shall continue in effect as long as the Association maintains such procedures.

3.3 The District agrees to deduct payment for United States Savings Bonds and life insurance payments from the salary of any administrators requesting such deduction. At the request of the administrator, the District shall provide for the direct deposit of the salary of the administrator, in accordance with procedures established by the District's Business Office.

3.4 The District agrees to withhold from the salary of administrators the necessary contribution required to sustain membership in a tax-sheltered annuity plan, said contributions to be forwarded to agents as authorized by the District. Effective with the 2004-05 school year, no later than June 30 the District shall contribute .5% of the annual salary earnings of each administrator to a 403(b) plan designated by administrator, providing such plan is on the list of tax-sheltered annuity providers approved by the District.

3.5 Effective February 1, 2004, the District shall offer administrators the opportunity to participate in a full IRS Code 125 Plan.

ARTICLE 4 TERMS OF EMPLOYMENT

4.1 Administrators have the right to join any administrative organization, but membership in an administrative organization shall not be required as a condition of employment.

4.2 When a member of the Association is affected by a reorganization or reduction in the work force, the Board will give one year advance notice of such and make every effort to place the member in a comparable position or in some other administrative position. If no administrative position is available, the District will make every effort to place the administrator in a teaching position when the person is qualified. In such case, administrative service shall count as years of service for placement on the teachers' salary schedule. In the event an employee vacates a position, the District will inform the Association in advance of reaching a decision not to fill that position.

4.3 The members of the Association shall be employed within one of the following classifications:

- Elementary Principal
- Secondary Principal
- Elementary Assistant Principal
- Secondary Assistant Principal
- Coordinator
- Assistant Coordinator

4.4 The Association recognizes the authority of the Superintendent to transfer personnel within the District. When a non-emergency and/or involuntary transfer of an administrator is to

be made, the Superintendent shall meet and confer with such administrator to explain the reasons for the transfer at least five days prior to such transfer.

ARTICLE 5 POSTING OF VACANCIES

5.1 All vacancies in professional positions, other than classroom teaching positions, shall be publicized as follows:

A. Notice of the openings shall be publicized in the individual school bulletins, posted on the teachers' bulletin boards, and sent to each administrator at least five school days before applications are closed, except in emergency situations where said date of anticipated appointment shall be announced. The President of the Association shall receive copies of all posted notices one day prior to posting.

B. The posting shall clearly stipulate the qualifications for the position. All administrators who possess the necessary qualifications so stated without regard to age, race, creed, color, religion, sex, or marital status shall be permitted to file a written application within the time limit.

C. No applicant who does not meet the qualifications will be appointed. The District reserves the right to reject all applications and republicize the vacancy.

D. Grievances concerning Article 5 may be brought only on procedural matters.

ARTICLE 6 LEAVE BENEFITS

6.1 Sick Leave Policy

A. Professional personnel employed as District administrators prior to June 30, 1986 shall receive 15 sick days for 10-month employees and 17 sick days for 12-month employees on July 1 of each year of this agreement in addition to carrying over all presently accumulated sick days.

B. Unused sick days may be accumulated without limit.

C. Administrators shall have the option of transferring accumulated sick days to any administrator whose sick leave has become depleted.

D. Professional personnel employed as District administrators after July 1, 1986 shall receive sick days as needed through June 30, 1990. Effective July 1, 1990, sick days shall be granted, accumulated, and transferred as described in Article 6.1.A - 6.1.C above.

E. Effective July 1, 1990, administrators employed after July 1, 1986 who were District teachers as of the date of hire as an administrator shall have credited to their sick leave the number of sick days accumulated as teachers as of the date of hire as an administrator.

F. Sick days shall be granted only for the personal illness of the administrator.

6.2 Vacation

A. Professional personnel employed as District administrators prior to June 30, 1986 shall continue to earn vacation days for use in the following school year. Professional personnel employed as District administrators after July 1, 1986 shall earn vacation days for use in the current school year.

B. All 10-month administrators shall earn 10 vacation days per year effective September 1 of each school year.

C. All 12-month administrators shall earn vacation days effective July 1 of each school year according to the following schedule:

<u>Year of Service</u>	<u>Number of Vacation Days</u>
1 through 10	20
11 or more	25

D. A prorated number of vacation days shall be earned by the administrator during any school year in which the administrator is not actively employed as an administrator for the entire school year.

E. In order to determine the administrator's year of service for the purpose of placement on the above schedule, a school year shall be considered to be a full year of service if the administrator is actively employed as an administrator for more than 50% of said school year.

F. No person who enters administrative service after June 26, 1987 shall receive any service credit for vacation purposes by virtue of prior teaching experience.

G. Administrators may accumulate up to a maximum of 15 vacation days. A minimum of 15 vacation days must be taken in any one contract year.

H. All vacation days shall be subject to the approval of the immediate supervisor. In the event that the individual is asked to and does forfeit said vacation days and is unable to reschedule said vacation days during the remainder of the school year, he/she shall receive his/her per diem salary for each day forfeited.

6.3 Personal Leave

Requests by administrators for time off for a reasonable number of days shall be granted without loss of pay where the reason for the absence is beyond the control of the individual, cannot

readily be rescheduled after school hours, and the individual notifies his/her immediate superior as far in advance as possible.

6.4 Holidays

Fifteen holidays (fourteen for ten-month employees) shall be granted during the school year. The Association shall be consulted before the holiday schedule is put into effect.

ARTICLE 7 FRINGE BENEFITS

7.1 Health Insurance

A. The District shall pay the following percentages of premium, effective the dates indicated, for those administrators who enter the bargaining unit prior to July 1, 2004 and who elect to participate in family or individual coverage:

July 1, 2003:	95%
January 1, 2004:	92.5%
July 1, 2004:	90%

B. The District shall pay the following percentages of premium, effective the school year indicated, for those administrators who enter the bargaining unit on or after July 1, 2004 and who elect to participate in family or individual coverage:

First school year of employment:	85%
Second school year of employment:	87.5%
Third school year of employment:	90%

C. Through January 31, 2004, administrators may participate in the Dutchess Educational Health Insurance Consortium PPO Plan, Capital District Physicians' Health Plan, or MVP Health Plan. Effective February 1, 2004, administrators may participate in the Dutchess Educational Health Insurance Consortium Alternative PPO Plan, Capital District Physicians' Health Plan, or MVP Health Plan. Administrators who retired, or who shall retire, from District service shall retain the retirement premium benefits under which they retired.

D. Any administrator who participated in the District's health insurance plan on January 1, 1990 or who first enters District service subsequent to that date and can demonstrate proof of alternate health insurance coverage, shall have the option of withdrawing from District health insurance coverage and shall execute any and all documents necessary to effect such withdrawal. In the event of such withdrawal the administrator shall receive, in lieu of health insurance benefits provided by Section 7.1.A, the sum of \$1,000 per annum if such administrator had family coverage or \$500 per annum if such administrator had single coverage. Such sums shall be paid in February and in June. An administrator having withdrawn pursuant to this paragraph may rejoin the plan only upon repayment to the District of all sums paid to the administrator during the then current school year.

E. As of February 1, 1995, no administrator, active or retired, shall be covered under more than one health insurance plan provided by the District. Any administrator who is actively employed and eligible to be covered under both his/her own District-provided plan and under another District-provided plan, who withdraws or is withdrawn from his/her own plan as of February 1, 1995, shall receive an annual payment of \$2,500 (prorated for 1994-95) during his/her period of active employment in the bargaining unit. Nothing herein shall prevent any administrator, active or retired, from re-enrolling for coverage, without interruption, should he/she become ineligible for coverage under the family plan of his/her spouse.

7.2 Workers' Compensation

Administrators who are injured in the course of their employment and who are entitled to Workers' Compensation, shall return to the District any benefits paid under Workers' Compensation for loss of wages for the time for which administrators receive full sick leave pay.

Administrators shall be entitled to retain any schedule awards received at any time and shall also be entitled to retain any benefits paid under Workers' Compensation for loss of wages during the time in which sick leave is not granted.

7.3 Welfare Fund

The District shall contribute toward a welfare fund for administrators represented by the Association in the following amounts:

2003-04:	\$750
2004-05:	\$850
2005-06:	\$950
2006-07:	\$950

This fund shall be administered by the Association, or by another District bargaining unit designated by the Association, in accordance with federal and state laws governing the administration of welfare funds.

ARTICLE 8 RETIREMENT

8.1 Special Retirement Year Allowance

A. Any administrator having been in the employ of the District for ten or more years in any capacity shall be eligible for the special retirement year allowance provided a 150-day notice of such intention to retire under the New York State Teachers' Retirement System is given in writing to the Superintendent of Schools. In an emergency and at the discretion of the Superintendent of Schools, the date of notice may be waived.

B. The special retirement year allowance shall be based on the administrator's 1999-2000 annual salary and shall be paid in equal installments on each administrator payroll date between the effective date of retirement and the end of the calendar year of retirement.

C. A 12-month notice of such intention to retire may be given to the Superintendent of Schools in writing, in which case the retiree may elect to have such allowance paid in equal installments on each administrator payroll date during the last school year of employment only. If this option is chosen, the allowance shall be based on the number of accumulated sick days as of the date on which notice of such intention to retire is given to the Superintendent.

D. The special retirement year allowance shall be paid at the rate of 40% of the administrator's 1999-2000 rate of pay multiplied by the number of accumulated sick days as of June 30, 2001.

8.2 Retirement Incentive Payment

A. Retirement incentive is offered to any administrator who becomes eligible or is eligible for retirement during the term of this agreement provided notice of such intention to retire is given in writing to the Superintendent of Schools by February 1. The incentive payment shall consist of a payment of 10% of the final annual base salary upon filing for retirement, 10% upon retirement, and 10% to be paid in equal installments on each administrator payroll date between the effective date of retirement and the end of the calendar year of retirement. In an emergency and at the discretion of the Superintendent of Schools, the date of notice may be waived.

B. To be eligible to receive the retirement incentive payment, individuals who become eligible to retire must retire on June 30 of the school year in which the individual becomes eligible to retire.

ARTICLE 9 SALARIES

9.1 The District reserves the right to determine the salaries of bargaining unit members who transfer to a new job title and the salaries of new members of the bargaining unit.

9.2 Administrators shall be paid at the following minimum levels:

Senior High School Principals	\$85,000
Junior High School Principals	\$82,500
Elementary Principals and Coordinators	\$80,000
Assistant Principals and Assistant Coordinators	\$65,000

9.3 Administrators' salaries shall be increased as follows:

2003-04: Administrators shall receive a minimum 3% increase in salary plus equity adjustments as agreed to by the parties. The total of the salary increases granted to administrators shall equal 5%.

2004-05 through 2006-07: Each year the total of the salary increases granted to administrators shall equal 4.75%. The parties shall meet to determine the distribution, however no administrator shall receive less than a 3% increase in any year. In the event the parties cannot agree upon the precise distribution of wages, arbitrator Howard Edelman shall retain jurisdiction to resolve the matter.

9.4 Administrators shall be paid on the fifteenth day of the month and on the last business day of the month. When the fifteenth of any month falls on a non-business day, the administrator shall be paid on the last business day immediately preceding the fifteenth.

9.5 A non-principal temporarily replacing a principal shall receive his/her own salary plus 10%, retroactive to the first date of the replacement, if said replacement extends beyond one month.

**ARTICLE 10
CONFERENCES**

10.1 The non-cumulative sum of \$8,000 shall be provided for conferences in each year of this agreement. Requests for attendance at conferences shall be submitted to the Superintendent of Schools who shall have final approval of said requests.

**ARTICLE 11
STAFF DEVELOPMENT**

11.1 The District shall allocate a maximum of \$5,000 each year to cover the cost of a staff development program. Such offerings shall be developed jointly by the District and the Association.

**ARTICLE 12
GRADUATE STUDIES**

12.1 Administrators shall receive reimbursement for full cost of tuition for all courses of graduate study previously approved by the Superintendent and successfully completed with a grade of "B" or better, in an amount not to exceed 9 credits in any fiscal school year.

**ARTICLE 13
MILEAGE**

13.1 Administrators shall be reimbursed at the prevailing IRS rate for all travel between buildings and for conferences and other school business when traveling by one's own private vehicle. In the interest of economy, administrators shall make every effort to utilize school transportation. Upon legitimate request the Superintendent of Schools will furnish the administrator with an official statement of the amount of mileage expended by the administrator for school purposes.

**ARTICLE 14
MISCELLANEOUS PROVISIONS**

14.1 The parties agree that all items currently negotiated have been discussed during the negotiations leading to this agreement and therefore agree that negotiations will not be reopened on any such item, whether contained herein or not, during the life of this agreement except as provided in Article 18. The failure of either party to propose discussion of a particular matter does not constitute a concession that such matter is or is not negotiable in future negotiations.

14.2 If any provision of this agreement or any application of this agreement to any administrator shall be found contrary to law, then such provision or application shall be deemed valid and subsisting only to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. To the extent that this agreement is in accordance with applicable law, it shall supersede any rules, regulations, or practices of the Board that shall be contrary to or inconsistent with its terms.

14.3 The District shall provide legal counsel to defend any administrator in any action or proceedings, whether judicial, quasijudicial, or administrative, arising out of any disciplinary action taken against a student, teacher, or any subordinate, or any such proceeding resulting from any administrator's discharge and/or performance of any and all of his/her duties within the course and scope of his/ her employment, provided, however, that the Board shall not be required to comply with the requirements hereof unless such administrator shall within ten days of the time he/she is served with any summons, complaint, process, notice, citation, demand, or pleading, deliver the original or copy of same to the Board.

14.4 The President of the Association and two members designated by the President shall meet once each semester with the Superintendent and two persons designated by the Superintendent to review and discuss matters of mutual concern.

14.5 The Superintendent will make every effort to keep the Association informed of any proposed changes in existing policies or regulations before such are finalized.

14.6 The President of the Association or his/her designee shall receive, at the discretion of the Superintendent of Schools, reasonable amounts of free time to conduct Association business. The Association President shall direct requests for such free time in writing to the Superintendent at least two weeks in advance.

**ARTICLE 15
GRIEVANCE PROCEDURE**

15.1 A grievance shall mean a complaint by an employee or group of employees in the bargaining unit, or by the Association, that there has been a misinterpretation of a provision of this agreement or any District or administrative policy or rule.

15.2 A grievance shall be processed in the following stages:

Stage I

The aggrieved party shall present the grievance in writing to his/her immediate supervisor or his/her designee.

Stage II

Within ten days after disposition of the grievance at Stage I, the grievant may appeal in writing to the Superintendent of Schools or his/her designee.

Stage III

Within fifteen days after the disposition of the grievance at Stage II, the grievant may appeal in writing to the Board of Education.

Stage IV - Arbitration

If the aggrieved party is not satisfied with the decision at Stage III, the Association may submit the grievance to arbitration by making a written demand upon the Superintendent of Schools or his designee for the services of an arbitrator within fifteen days of the decision at Stage III. Following the submission of a demand for arbitration, the parties shall select an arbitrator from the following panel:

Richard Adelman
Howard Edelman
Martin Ellenberg
Martin Scheinemann

The decision of the arbitrator shall be final and binding upon all parties.

The costs of the services of the arbitrator, including expenses, if any, will be borne equally by both parties.

A meeting of the parties for the purposes of presenting mutual positions shall be held at Stage I, Stage II and/or Stage III within not less than three days of a request for such meetings and within not more than ten days after receipt of such request. A written decision with supporting reasons

shall be rendered to the grievant and the Association in each instance within ten days of such meeting. The decision of the Board of Education may be appealed to Stage IV.

15.3 An administrator shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination, or reprisal.

15.4 An administrator shall have the right to be represented in each stage of the procedures by a person or persons of his/her choice.

15.5 All meetings shall be confidential.

15.6 Where a grievance arises as a direct result of an action of the Board of Education, a grievance may be submitted directly to Stage III.

15.7 Nothing contained herein shall be construed as limiting the right of any administrator having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without the intervention of the Association. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final. Said adjustment shall in no event, however, create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.

15.8 Where remedy or remedies are available to an employee in addition to this grievance procedure, the employee may, at his/her sole option, select whichever forum he/she shall desire but such election shall thereupon and thereafter exclude the use of any other.

15.9 No grievance as described herein will be entertained, and such grievance will be deemed waived, unless the grievance is forwarded at the first available stage within thirty days after the administrator knew or should have known of the act or condition on which the grievance is based.

15.10 Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.

15.11 If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement will be barred.

15.12 The preparation and processing of grievances, in so far as practicable, shall be conducted during the hours of employment. All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.

15.13 The Board of Education and the Association agree to facilitate any investigation that may be required and to make available any and all material and relevant documents, communications, and records concerning the alleged grievance.

15.14 Use of the word "days" in this Article shall mean regular work days.

ARTICLE 16 EVALUATIONS

16.1 Members of the bargaining unit are to be evaluated in accordance with the following guidelines:

A. Assistant Principals are to be evaluated by their respective Principals. Principals are to be evaluated by the Deputy Superintendent. Any input from a source other than the assigned evaluator must be indicated in the written evaluation report.

B. Assistant Coordinators are to be evaluated by the Coordinator to whom they report. Coordinators are to be evaluated by the central office administrator to whom they report, ie, either the Deputy Superintendent, the Assistant Superintendent for Technology, Testing, & Assessment, or the Assistant Superintendent for Special Education & Student Services. Any input from a source other than the assigned evaluator must be indicated in the written evaluation report.

C. Prior to July 30 or, in the case of newly-hired administrators, within 30 days after they start work, each administrator and his/her assigned evaluator shall mutually develop goals for an individualized performance plan. The Superintendent of Schools may have input into the goals. In the event that goals are not mutually agreed upon by July 30 or 30 days after newly hired administrators begin work in the District, the assigned evaluator shall establish reasonable goals within 15 calendar days.

D. The assigned evaluator shall conduct a formal meeting with each administrator no later than December 15 and March 15 at which time the administrator shall receive feedback on his/her performance. The administrator shall receive a draft written evaluation report between June 1 and June 15 reflecting such administrator's performance as measured by the goals established in the individualized performance plan. The administrator shall have the option of requesting a conference with the assigned evaluator within five calendar days. If requested, such conference shall be held by June 30. The final written evaluation report shall be due by June 30 or ten calendar days after the conference, whichever is later. The written evaluation report shall have as its conclusion one of the following performance ratings:

1. Unsatisfactory
2. Satisfactory
3. Outstanding

E. Administrators whose performance is unsatisfactory during the first semester of a school year shall be advised in writing by February 1 of the areas of unsatisfactory performance and specific suggestions for improvement. Administrators whose performance is unsatisfactory during the second semester and who have not otherwise received an advisement of unsatisfactory performance for the first semester shall be advised in writing by April 15 of the areas of unsatisfactory performance and specific suggestions for improvement.

F. If applicable, the written evaluation report shall specifically indicate areas of unsatisfactory performance and specific suggestions for improvement. At the time the annual evaluation is presented to the administrator by the assigned evaluator, the administrator may request a conference with the Superintendent of Schools.

G. Grievances regarding evaluations are to be initiated at Stage II of the grievance procedure set forth in Article 15. An administrator may appeal procedural issues concerning his/her evaluation through Stage IV of the grievance procedure. Under no circumstances shall the substance of the evaluation be subject to Stage IV of the grievance procedure.

H. Before any evaluation or derogatory material is placed in the administrator's personnel file, the administrator shall have the opportunity to read and sign same and attach comment if desired.

I. A committee appointed by each party shall meet to develop jointly the instrument of evaluation, which shall contain the criteria upon which the administrator shall be evaluated.

**ARTICLE 17
LEGISLATIVE ACTION**

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

**ARTICLE 18
DURATION OF AGREEMENT**

18.1 This contract shall be effective as of July 1, 2003 and shall continue in effect through June 30, 2007 subject to reopening as follows: Written notice must be provided prior to the expiration date of this agreement in the event either party wishes to amend this agreement. Negotiations concerning such proposed amendments shall proceed promptly thereafter at a mutually agreed upon time and place. Amendments resulting from negotiations shall take effect beginning the following July 1st or at such time as may be mutually agreeable to the parties.

18.2 The District and the Association have ratified the above agreement and such ratification is verified by the signatures below.

WAA President

6/11/04

Dated

Superintendent Of Schools

6/11/04

Dated

