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5821

COLLECTIVE BARGAINING AGREEMENT

by and between the

**Superintendent of Schools
of the
City School District of the
City of Norwich**

and the

Norwich Educators' Organization

For the School Years

2003 - 2007

NORWICH, NEW YORK

RECEIVED

DEC 09 2004

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

304



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PREAMBLE

The Board of Education of the NORWICH CITY SCHOOL DISTRICT (hereinafter called the Board), and Superintendent of Schools, and the NORWICH EDUCATORS ORGANIZATION (hereinafter called the NEO) recognize that the highest quality of education consistent with community, state and national resources is a common responsibility. Relationships must therefore be established which are based on this goal and on the concept of education as a public trust.

Further, the purpose of entering into this agreement is to effectuate the provisions of the Public Employees Fair Employment Act of the State of New York (Chapter 392 of the Laws of 1967).

EDUCATIONAL COMMITMENT

The Board of Education is the educational authority for the City School District of the City of Norwich. It is the legal representative not only of the City School District, but also of the people through the State Department of Education. The broad powers of the Board are derived from the State Constitution, the Laws of New York State and the consent of the people of the City School District. In exercising its responsibility, the Board aims to provide the best possible education for the people of the district. It is mindful of the fact that education is a process of growth and will act with diligence in providing a stimulating program in order to further the development of all.

As provided by law, the Board of Education shall have the power and it shall be its duty to provide the buildings, furniture, equipment and conditions it deems necessary for an efficient program of the public schools for the City School District. It shall be responsible for the proper care, extension, upkeep and safety of the same; it employs the administrative, supervisory and teaching staff and necessary non-teaching personnel, and prescribes rules and regulations for the same; and shall make further needful provisions as may seem necessary for an efficient and satisfactory system of public education provided by the Education Law and its amendments.

ARTICLE I *RECOGNITION*

- 1.1 As a condition for continuation of recognition, the NEO shall submit to the Board by November 1st during each school year of the terms of this Agreement, a verified statement of the number of dues-paying members of the NEO showing a membership of more than fifty (50) percent of the professional teaching staff regularly employed by the school district.
- 1.2 The NEO shall be the sole negotiating agent, and, after initial employment, the Board and/or administration shall make no attempt to

bargain with any unit, person or persons, except the appointed NEO representative.

ARTICLE II
REQUIREMENT PER TAYLOR LAW

- 2.1 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.
- 2.2 Every employee organization submitting such a written agreement to its members for ratification shall publish such notice, include such notice in the documents accompanying such submission and shall read aloud at any membership meeting called to consider such ratifications.
- 2.3 Within sixty (60) days after the effective date of this act, a copy of this section shall be furnished by the chief school officer of each public employer to each public employee. Each public employee employed thereafter shall, upon employment, be furnished with a copy of the provisions of this section.

ARTICLE III
CONFORMITY TO LAW-SAVING CLAUSE

The parties hereto shall comply with all provisions of this Agreement, unless and until any provision or provisions are held to be contrary to law by legislation, by the Court of Appeals of the State of New York or any lower court of competent jurisdiction from whose judgment no appeal has been permitted or taken by the aggrieved party. In the event any provision or provisions hereof are so held to be unlawful, the remaining provisions of this Agreement shall remain in effect and the parties hereto shall meet forthwith for the purposes of modifying the same to conform with law and/or negotiating provision or provisions in lieu thereof.

ARTICLE IV
MANAGEMENT RIGHTS

Except as expressly limited by provisions of this Agreement, the authority, rights and responsibilities delegated under law to this Board, are retained by said Board.

ARTICLE V
ASSOCIATION RIGHTS

- 5.1 Building Representatives and Association Officers on official NEO business, shall not be required to sign in at individual meetings.
- 5.2 The NEO shall have the right to the use of school facilities for the conduct of its business, i.e. use of rooms for meetings, school mail system and duplicating equipment. The NEO shall purchase their own supplies and pay for their own postage.
- 5.3 If an administrator or teacher, during or prior to a meeting concerning matters stated in the contract, feels a need for a building representative or Association Ethics Committee member to be present, the meeting will be discontinued and/or rescheduled as soon as possible with the other person or persons present.
- 5.4 Association leave: During the term of this Agreement and expiring with the expiration of this Agreement, the President of the NEO and the Superintendent will develop a schedule which will provide a maximum amount of time available to handle NEO business without interrupting classroom instruction.

ARTICLE VI
NO REPRISALS

There will be no reprisals of any kind taken against any teacher because of his/her active membership in the Association of Teachers (NEO) or because he/she expresses his/her opinion on any educational issue. This in no way shall be interpreted as allowing a teacher to be insubordinate in carrying out district policies and objectives.

ARTICLE VII
CONDITIONS OF EMPLOYMENT

- 7.1 Recruitments:
 - 7.1.1 Faculty personnel will continue to be involved with recruiting and promoting of professional and para-professional personnel.
- 7.2 Appointments:
 - 7.2.1 The Board, administration, and NEO members will be involved in the continuing development and review of tenure procedures.

7.3 Transfers:

- 7.3.1 Transfers and changes in assignment shall be on a voluntary basis whenever possible. In making involuntary transfers, the conveniences and wishes of the individual teacher should be considered. Affected teachers shall be notified as soon as information is available on involuntary transfers.
- 7.3.2 Teachers may apply in writing for transfers to be effective the next school year without giving reasons for the request.
- 7.3.3 Teachers may apply in writing for transfers to be effective during the current school year provided that in such cases the teachers shall be required to state the reasons for the transfer request.
- 7.3.4 The administration shall post a list of known vacancies for the coming school year by April 15th in each school and will update same periodically for the remainder of the school year.

7.4 Professional Appearance:

While at work, unit members are expected to dress appropriately and professionally. Work attire should compliment an environment that reflects a clean, efficient, orderly, and professionally operated school district. It is expected that all staff employed by the Norwich City School District will present this image.

Under this agreement, the parties have adopted the above dress code policy that allows employees to dress comfortably, yet professionally. It is understood that a complete list of inappropriate attire would be impossible to write; however, the following are examples of inappropriate dress.

- Any revealing or provocative clothing (i.e. shirts that reveal midriff, spaghetti strap tops, tank tops, and excessively short skirts and shorts)
- Overalls, sweat pants, jogging suits, wind pants, camouflage pants, leggings and/or spandex
- Graphic T-shirts
- Faded and/or tattered pants, shorts, shoes or sneakers
- Flip-flops
- Hats

It is understood that allowances may be made in regards to the above for Physical Education teachers and on days when permission is granted by a building principal based on a particular activity.

ARTICLE VIII
TEACHER PERSONNEL FILES

- 8.1 Teachers shall have the right, upon request, to review the contents of their personnel file. A teacher shall be entitled to have a personally selected representative accompany him or her during each review.
- 8.2 Material, excluding reference and information obtained in the process of evaluating the teacher for initial employment, which is derogatory to a teacher's conduct, service, character or personality, shall not be filed unless the teacher has had an opportunity to examine the material and has had an opportunity to make a written statement of explanation to be attached to said material. The teacher must affix his/her signature on the actual copy to be kept with the understanding that the signature merely signified he or she has examined the material and does not necessarily indicate agreement with the contents. Material which is not based on facts shall not be placed in the file.
- 8.3 Upon request, the teacher shall be furnished a reproduction of any material in the file excluding reference or information obtained in the process of evaluating the teacher for initial employment.
- 8.4 Any action, defined as dismissal, suspension, or request for resignation, against a teacher must be based on events which occurred prior to notification. Written material to substantiate the action shall be placed in the file no later than 15 school days after the date of notification. This does not preclude information being placed in the file which does not relate to the action. More than one action against a teacher may be pending at the same time.

ARTICLE IX
SENIORITY

In determining seniority for purposes of this Agreement, the seniority date for each employee shall be established as beginning with his/her most recent date of hire with the school district.

ARTICLE X
TEACHER ASSIGNMENT

Teachers will be notified of their tentative program for the coming year, including the schools to which they will be assigned, the grade and/or subject that they will teach, and any special or unusual classes that they will have, as soon as practicable and under normal circumstances no later than June 15. In the event that a teacher is hired later than August 15, the teacher should be notified at the time of hiring or no later than three days thereafter. A copy of the tentative master schedule will be available in each school building by June 30.

ARTICLE XI
ELIMINATION OF POSITIONS

Any teacher whose position is being considered for elimination by the Board of Education and/or administrative staff, shall be verbally notified immediately. Such teacher shall receive a minimum of 45 days written notice of the effective date of such action when formalized.

ARTICLE XII
UNIT MEMBER WORK YEAR

- 12.1 The work year of unit members of the Norwich City Schools, other than new personnel who may be required to attend additional orientation sessions, shall begin no earlier than the day after Labor Day and end no later than the 30th day of June of each year, unless special circumstances peculiar to the District require a different starting or ending time. The work year shall be no longer than 185 working days.
- 12.2 Any unit member required to work beyond 185 days during the school year shall be paid on the basis of 1/200th of their teaching salary for each day of work.
- 12.3 Any unit member working voluntarily beyond 185 days during the school year shall be paid by stipend. The stipend will be based on a predetermined rate as planned for in the School District budget.
- 12.4 Half days will be approximately three hours and a half, not including a lunch break. Full days will be approximately six and a half hours, not including a lunch break.

12.5 Effective with the 2004-2005 school year each unit member will be required to work an additional six (6) hours per year. These additional hours will be applied toward school improvement initiatives.

Such hours will be in addition to the regular teacher workday. There will be no additional compensation for such hours.

Unit members may suggest uses and scheduling of the required hours. The Building Principal will make the final approval and determination for use of the time. Use may include curriculum development, staff training, or other appropriate uses as determined by the administration.

If it is determined by the administration that a unit member or group of unit members should attend a particular program as part of this obligation, they will be provided at least eight calendar weeks notice of this requirement. In no case will a unit member be directed to attend a program during the regular school calendar breaks, on a Friday or on a day prior to a scheduled holiday. Any such meeting will end no later than 4:30 PM. On at least one occasion each year students will be released early and one and one half hours of the above hours will be used for an extended in-service program to end no later than 4:30, with the in-service program commencing one hour after student release.

Unit members will be required to attend on a monthly basis; one faculty meeting (to end no later than 4:30 PM) and one grade level/departmental meeting (to end no later than 4:00 PM).

Except as listed above, there will be no other mandatory scheduled staff meetings.

ARTICLE XIII ***GUIDANCE COUNSELOR WORK YEAR***

The work year of guidance counselors shall begin no earlier than five (5) work-days prior to the first day of regular student attendance or September 1, whichever comes first, and end no later than June 30 of each school year. During such work year, guidance personnel may be required to work a total of four (4) days beyond the 185-day work year established for other members of the professional staff. If so directed, guidance personnel shall receive additional compensation at 1/200th of their annual salary for each day of service.

ARTICLE XIV
STAFF DEVELOPMENT

- 14.1 The NEO shall be advised of all staff development activities to be offered before or at the same time as such information is made available to unit members.
- 14.2 Compensation associated with staff development activities shall be established by the District and shall generally reflect one of the following levels:
- 1/200ths of the Unit Member's Annual Salary
 - In-Service Salary Credit
 - \$100 per diem
 - \$50 per diem
 - No compensation
- 14.3 Staff Development activities will be clearly noted as voluntary or mandatory.
- 14.4 During each school year the District will provide, beyond the contractually-established work day and work year, professional development programs. Participation in such programs by members of the teaching staff will be voluntary, except as provided for under Article XV, Section 15.8 of this Agreement.
- 14.5 Such programs will focus on topics and activities identified by the District and/or members of the teaching staff.
- 14.6 The Norwich Educators Organization recognizes the potential benefits of such staff development programs and agrees to support their development and implementation.
- 14.7 All certificated personnel shall be required to participate in at least one District-approved in-service training or staff development program during each year of employment. Programs that satisfy these requirements will be designated by the Superintendent. The mix of programs offered will be consistent from year to year as regards length of programs (hours and days), times when offered (during workday, off hours and summer), and payment. Time spent in completing such programs when school is not in session or outside of the regular work day shall be compensated as per the provisions of Section 15.2 above. The Superintendent of Schools or his/her designee must approve all such activities. This requirement for participation in in-service training or staff development programs shall be considered as above and beyond any mandate under any law, statute, or regulation.

ARTICLE XV
WORK DAY

Teachers shall remain after the end of the pupil day to perform professional duties including, but not limited to, meeting with parents and assisting and counseling students. Unit members leaving a District building to which they have been assigned will be required to verbally notify the building main office prior to leaving and upon their return.

ARTICLE XVI
DUTY-FREE TIME

- 16.1 Full-time elementary teachers' and special education teachers' schedules shall be arranged so that each teacher will have a daily duty-free time of 30 minutes whenever possible, but no less than 25 minutes, in addition to the 30 minute duty-free lunch period.
- 16.2 When a special teacher is in charge of the class, the teacher shall be released from any and all supervision.

ARTICLE XVII
CLASS SIZE

- 17.1 The Board of Education and the NEO agree that class size in the elementary school is a factor in the level of learning which may be attained by any student. It is agreed that class sizes ranging from 25 to 28 is a goal toward which the Board of Education will work.
- 17.2 In the event that circumstances dictate that more than 28 students be assigned to any one class section, the teacher involved in instructing that class shall participate, if available, in the placement of those students into the classroom.
- 17.3 No teacher shall be laid off in order to effect a reduction in staff until the upper limit of the above-noted range has been attained.

ARTICLE XVIII
TEACHER-PARENT CONFERENCES

In order to assist elementary teachers and special education teachers to complete parent conferences whenever such conferences involve total classes as a part of the reporting to parents process, these teachers will be released from their teaching duties for one full day per conference period. Except for full or half days when students are

dismissed, on that day a substitute teacher will perform the teacher's duties when school is in session while the teacher holds parent conferences. Alternative arrangements for parent-teacher conferences may be made by agreement between the building principal and the teacher.

ARTICLE XIX
AIDES

- 19.1 Clerical aides will not be permitted to perform instructional duties when employed as clerical aides.
- 19.2 No teacher shall have an aide, parental help or volunteer help of any kind in the classroom when the teacher does not want such assistance.
- 19.3 Teachers can and should be aware of possible assistance in the classroom. However, the use or non-use of such assistance shall be at the discretion of each teacher except when the assignment of a teacher aide is required for a student under an individualized or special plan. This is not intended to restrict programs to advance educational objectives of the district.

ARTICLE XX
DEVELOPMENT OF NEW PROGRAMS

Any member of the professional staff from a department area or grade area who desires to serve on a committee to develop new programs may do so. Except when the make up of the committee is dependent on authorizing regulation and/or legislation.

ARTICLE XXI
SUPERVISION OF STUDENT TEACHERS

Involvement of any teachers in a student teacher education program will be on a voluntary basis.

ARTICLE XXII
SCHOOL CALENDAR

At least thirty (30) days prior to when the calendar is adopted, the Superintendent shall make copies available to the President of the Norwich Educators Organization so that the members may make recommendations known to the Superintendent and the Board of Education.

ARTICLE XXIII
PROFESSIONAL CONFERENCES

- 23.1 Information relevant to education conferences shall be posted on appropriate school bulletin boards.
- 23.2 Within budgetary limitations, teachers may attend conferences of associations in which the teacher holds membership.
- 23.3 Applications for this purpose shall be initiated by interested teachers and have the approval of the building principal. Forms for this purpose will be available in each school. Initiation by such means does not exclude attendance at professional conferences through administrative request.
- 23.4 Attendance at professional conferences will be distributed to teaching staff as equitably as possible.
- 23.5 Requests to attend conferences shall normally be made the year before so that funds may be allocated in the new year's budget.
- 23.6 Expenses to be paid by the Norwich City School system whether by teacher or administrative initiation shall include travel, including tolls, parking fees, etc., lodging, meals and registration. Membership dues may not be charged to the district. Upon return, expenses forms with receipts shall be submitted to the Superintendent or his or her designee through the building principal.
- 23.7 Some professional meetings arise with little previous notice. Provisions to cover expenses as noted in Item 5 will be made available based on remaining existing conference funds for said building.
- 24.8 Staff filing for a conference, with or without expenses to be paid by the District, shall submit a Conference Request Form which can be obtained in the Principal's Offices.

ARTICLE XXIV
REPRIMANDS AND/OR FAIR DISMISSAL

- 24.1 A reprimand is defined as a formal, written rebuke.
- 24.2 A teacher, at all times, will be entitled to have present the NEO Building Representative or a member of the Association's Ethics Committee, whichever is available, when he/she is meeting with an Administrator at the time they are being reprimanded or disciplined for any alleged infraction of this Agreement. When a request for such representation is made, no action will be

taken with respect to the teacher until such representative of the Association is present.

24.3 In the event a teacher is dismissed from the Norwich City School District, the Board of Education shall dismiss no teacher without a due process for a fair dismissal:

24.3.1 A teacher dismissed during the first three years of service in this school district shall be dismissed as per Education Law 3031.

24.3.2 A teacher, after the third year of service, shall not be dismissed without just cause.

24.3.3 Any dismissal shall be based on the information contained in the teacher's personnel file.

24.3.4 In all cases, teachers shall receive thirty (30) days notification of dismissal.

ARTICLE XXV ***SUPERVISION AND EVALUATION OF TEACHING***

25.1 Supervision:

25.1.1 Supervision includes all types of practical assistance and all forms of professional counsel, both of a formal and informal nature, provided to probationary and tenure teachers which are intended to raise the level of instructional quality in the district as well as to help assure the success in teaching of each member of the professional staff. Supervision may be applied in, but is not limited to, activities such as classroom visits, grade level meetings and conference and team planning.

25.1.2 The following shall assume supervisory and observation roles: The Superintendent, the Deputy Superintendent, the Assistant Superintendent, Building Principals, Assistant Principals, Directors, Instructional Coordinators in their particular areas, and others certified Administrators designated by the Superintendent to fill such a role.

25.2 Observation Reports

25.2.1 The purpose of classroom observations is to assess teacher competency, to use such an assessment to point out strengths and weaknesses observed, and to evaluate effectiveness of individual

teachers and the instructional program. A minimum of two classroom observations per year of each non-tenured teacher shall occur. At least one observation shall be prior to the end of the first semester. Such observations are to be made by those with supervisory roles. The basis of observations is defined in the teacher handbook. If the teacher has any questions regarding the basis of observations, he/she may initiate a meeting with his/her administrator to clarify questions.

25.2.2 Within ten school days following the observation, there shall be a discussion between the teacher and the observer relative to the observation. A written report shall be made of the observation. A copy of this written report shall be given to the observed teacher at least twenty-four hours prior to the post-observation conference. The observer shall make concrete suggestions in writing on how to improve noted weaknesses, and the teacher shall be given the opportunity to read the observation report, add desired comments, sign and be given a copy. The observation report shall then be placed in the teacher's personnel file.

25.3 Evaluation:

An evaluation shall be based on classroom observations and other information gathered in the course of supervision. The process of evaluation is applicable to tenured as well as probationary teachers.

25.4 Evaluation Report:

25.4.1 The teacher evaluation report shall be the responsibility of those who assume supervisory and observation roles. Respective building administrators and directors will confer prior to submission of the report to the staff members involved. On the basis of those classroom observations and other information gathered in the course of supervision, the evaluator shall record comments, and/or recommendations on the evaluation form. A sample copy is located in the teacher handbook. The evaluation report shall be discussed with the teacher upon its completion. Teachers shall read the "Evaluation Report" and be given the opportunity to add desired comments. The Evaluation Report along with the supplemental comments shall be signed by both parties involved and a copy provided for the teacher.

25.4.2 All evaluation reports of a teacher shall be kept in the teacher's personnel file in the District Office.

9 years	\$260
12 years	\$260
15 years	\$260
19 years	\$260
23 years	\$260
27 years	\$300

26.6 Credit Hours and Stipends

26.6.1 Salary credit for hours beyond the Bachelor’s Degree will be granted to a teacher upon prior approval of the Superintendent at the rate of forty dollars (\$40) per credit hour for hours earned prior to July 1, 1999, and fifty dollars (\$50) per credit hour for all hours earned after July 1, 1999.

26.6.2 Teachers having a Master’s Degree will be awarded an additional \$500.

26.6.3 Teaching having a Doctoral Degree will be awarded an additional \$500.

26.6.4 For teachers hired on or after July 1, 2004, teachers having a Doctoral Degree will be awarded an additional \$1,000; there will be no additional payment for a Masters degree.

26.7 Salary payments shall be made every other Friday throughout the school year. Teachers may still have the option to select different methods of payment as offered by the district. Teachers will not receive their final payment until all their work for the school year is completed.

26.8 A teacher who takes a leave of absence without pay and who returns in a subsequent school year shall be paid at the base salary (exclusive of credit hours, stipends and longevities) equivalent to others with the same years of experience. Individual credit hours, stipends and longevity increments will then be added. (e.g. A teacher in the 6th year of employment takes a leave and returns one year later. This person shall have a base pay equal to other teachers with seven years experience.)

ARTICLE XXVII
DUES DEDUCTION

27.1 The Board agrees to deduct from the salaries of its employees dues of such association as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies within 5 days to the NEO. Teacher authorization shall be in writing on the form(s) provided by the NEO.

- 27.2 The NEO shall certify to the Board, in writing, the current rate of membership dues of those associations named in 28.1. If any association shall change the rate of its membership dues, the NEO shall give the Board thirty (30) days notice prior to the effective date of such change.
- 27.3 Deductions referred to in Section 28.1 above shall be made in the following manner: the total annual membership dues for those designated professional associations.
- 27.4 Teachers being employed after the start of the school year shall be eligible for payroll deductions at any time with three (3) weeks notice. These employees will only be liable for the remaining payroll deductions.
- 27.5 Upon termination of employment, the total remaining portion of dues shall be withheld from the final paycheck. The Association shall submit a written statement to the business office designating the amount of dues to be withheld two weeks prior to issuance of the final paycheck.
- 27.6 Since dues deduction cards are in force until withdrawn in writing, such notice of withdrawal may only be served between September 1st and September 15th of any given year.
- 27.7 The Board shall, following the last pay period of each month from which a dues deduction is made, transmit the amount so deducted as well as any notification of additions and/or deletions to the payroll deduction list within five days to the Treasurer of the NEO. The final transmittal shall be accompanied by a listing of the members for whom deduction has been made and the amount deducted for each.

Prior to the last pay period in October of each year, the President of the NEO will notify in writing, the Superintendent or his authorized representative, the name of the Treasurer of the NEO.

ARTICLE XXVIII
ADDITIONAL PAYROLL DEDUCTIONS

Savings Bonds (U.S. Government)
Tax Sheltered Annuity
United Fund

Others when feasible under present system with mutual agreement between teacher and the Deputy Superintendent.

An employee must complete the District approved 403-b deduction form in order to have monies deducted for a tax sheltered annuity. All required paperwork must be on file prior to any deduction being made. For existing TSAs, all required paperwork must be on file by July 1, 1999, for any further deductions to be made.

ARTICLE XXIX
EXTRA DUTY SCHEDULE

With the prior approval of the involved administrative supervisor, the chaperoning of dances, fan buses, education trips (outside school days) or supervision of weekend school activities shall be paid at the rate of:

2003-04	\$57.00
2004-05	\$58.00
2005-06	\$59.00
2006-07	\$60.00

	Group VI	Group V	Group IV	Group III	Group II	Group I
2003-04	\$972	\$1462	\$1707	\$2191	\$2678	\$3835
2004-05	991	1491	1741	2235	2732	3912
2005-06	1011	1521	1776	2280	2787	3990
2006-07	1031	1551	1811	2325	2842	4070
	Natoli Committee	Video Club (including Board mtgs)	Soph. Class Advisor	Jr. Class Advisor	Jazz Ensemble	Stage & Technical Crew
	SADD	Foreign Exchange	Freshman Class Advisor	Asst. Marching Band	Archive	Musical
HIGH SCHOOL	Outing Club	French Club	Pep Club	Asst. Jazz Ensemble	Sr. Class Advisor	
	Student Store TAP	Spanish Club	Honor Society	US First	Student Council	
	Key Club					
	Art Club					
MIDDLE SCHOOL	Computer Club	Student Store Spanish Club French Club		Student Council Musical		
ELEMEN-TARY	Art Club (PB/SG)	Student Council (PB/SG)	Musical (PB/SG)	Safety Patrol (2)		
	Computer Club (PB/SG)		Friendship Club (PB)			
	Library Club (PB/SG)					
	Geography Club (PB/SG)					

Miscellaneous: Marching Band - \$6,000
Odyssey of the Mind - \$730 per coach/1 coach per team

ARTICLE XXX
COACHING

30.1 The following activities in which groups are trained and coached to play a series of scheduled games and/or tournaments with teams from other schools are recognized as interscholastic sports for extra pay purposes. New sports may be added or existing sports may be discontinued at the recommendation of the Superintendent and approval of the Board.

30.1.1 Because the coach is a teacher in his role as a coach, the NEO, coaching staff and the Superintendent of Schools believe:

- (i) There is a direct correlation between the educational program and the interscholastic and intramural programs.
- (ii) Athletics is a part of the comprehensive educational program of the Norwich City School District.

30.1.2 Salary for a new sport will be determined by the Board, relevant to an equivalent position or sport.

30.2 Coaching Salary Schedule – 2003-04

GROUP	I	II	III	IV
	5,813	4,800	3,829	3,138

Coaching Salary Schedule – 2004-05

GROUP	I	II	III	IV
	5,929	4,896	3,906	3,201

Coaching Salary Schedule – 2005-06

GROUP	I	II	III	IV
	6,048	4,994	3,984	3,265

Coaching Salary Schedule – 2006-07

GROUP	I	II	III	IV
	6,169	5,094	4,063	3,330

Group I Positions

Football
Var. Boys' Basketball
Var. Girls' Basketball
Var. Wrestling
Var. Boys' Swimming
Var. Girls' Swimming

Group III Positions

*Football Assistants (5)
Var. Fall Cheerleading
Var. Cross County
Var. Golf
Var. Girls' Tennis
Boys' JV Soccer
Girls' JV Soccer
Var. Bowling
Boys' JV Basketball
Girls' JV Basketball
JV Wrestling
JV Volleyball
Var. Boys' Tennis
JV Baseball
JV Softball
**Track Assistant

Group II Positions

Var. Asst. Football
Var. Boys' Soccer
Var. Gymnastics
Var. Girls' Soccer
Var. Winter Cheerleading
Var. Volleyball
Var. Baseball
Var. Softball
Var. Boys' Track
Var. Girls' Track

Group IV Positions

Boys' Modified Soccer
Girls' Modified Soccer
Girls' Mod Swimming
Girls' Asst. Swimming & Diving
Winter JV Cheerleading
Modified Boys' A Basketball
Modified Boys' B Basketball
Modified Boys' C Basketball
Girls' Modified Basketball
Boys' Modified Swimming
Boys' Asst. Swimming & Diving
**Modified Wrestling
Girls' Modified Volleyball
Boys' Modified Baseball
Girls' Modified Softball

*Normally 2 assistant coaches will be assigned per level, inclusive of Group II and III positions

**Track assistants and Modified Wrestling will be appointed as program needs warrant

30.3 Method of Payment:

30.3.1 Coaches will be paid in two nearly equal installments, one at the midpoint and one at the end of their coaching assignment.

30.3.2 Effective 7/1/96, varsity coaches who qualify for regional and state tournament play beyond sectionals will be paid an additional \$250.

ARTICLE XXXI
DEPARTMENT CHAIRPERSONS

Any unit member appointed to the position of Department Chairperson will receive a yearly stipend as follows:

- 1) For departments containing 4 or less members - \$2,150
- 2) For departments containing 5, 6 or 7 members - \$2,800
- 3) For departments containing 8 or more members - \$3,250

Any department having 1 or 2 members will be consolidated with another department. Departments, for purposes of this provision, shall include Art, Social Studies, Mathematics, English, Director of Music, Second Languages, Elementary Social Studies Coordinator, Elementary Science Coordinator, Special Education, Guidance, Science, Assistant to the Principal (paid at level 3), and Occupational Education (merging of Home Economics, Business and Technology).

ARTICLE XXXII
PAYMENT FOR UNUSED SICK LEAVE

32.1 The District shall establish a payment for unused sick leave having the features set forth thereafter.

32.1.1 A teacher must have completed ten years of service in the Norwich City School District.

32.1.2 A teacher must retire under the New York State Teachers' Retirement System

-or-

32.1.3 A teacher with ten or more years of service in the Norwich City School District loses his/her position due to a reduction in force.

32.1.4 Payment for any unused sick leave days shall be paid at the rate of \$40.00 per day upon meeting the above criteria.

32.2 IRREVOCABLE LETTER OF RESIGNATION

32.2.1 An eligible teacher must submit an irrevocable letter of resignation in a form acceptable to the District to become effective on the effective date of retirement. For teachers retiring at the end of a work year, said letter is to be submitted to the District by the close of business on April 1. For teachers retiring during a work year, said letter is to be submitted to the District at least six months preceding such effective date. Such notice will be waived in situations involving 33.1.3 above.

- 32.2.2 A teacher who qualifies for this provision under 33.1 shall receive \$40.00 compensation within the IRS year for each accumulated, unused day of sick leave to a maximum of 248 days.

ARTICLE XXXIII
*HOSPITAL, SURGICAL, MAJOR MEDICAL AND
DENTAL INSURANCE PLANS*

33.1 Hospital, Surgical, Major Medical:

- 33.1.1 For the school year 2003-04, the Board will assume 100% of the cost of individual coverage and 90% of the cost of the dependent coverage for medical insurance for all full-time employees under the Blue Cross-Blue Shield UB3-17X Insurance Plan or its equivalent. Also included will be a major medical expense program to include \$1,000,000 in one benefit period or in two or more benefit periods. Effective July 1, 2004 the Board will assume 95% of the cost of individual coverage and the District contribution towards the cost of the family health insurance benefit will be the full individual premium plus 90% of the difference between the premium costs for family and individual coverage.
- 33.1.2 The Board will provide a non-member hospital rider to the Blue Cross-Blue Shield insurance plan in effect.
- 33.1.3 The major medical insurance will provide for a \$100 individual deductible per calendar year or \$200 family aggregate deductible per calendar year. Effective July 1, 2005 the major medical deductible will be \$150 individual deductible per calendar year or \$300 family aggregate deductible per calendar year. Effective July 1, 2006 the major medical deductible will be \$200 individual deductible per calendar year or \$400 family aggregate deductible per calendar year.
- 33.1.4 Employee contributions shall be prorated over 20 pay periods.
- 33.1.5 New employees will have the availability of coverage on the date of reporting to work.

33.2 Dental Insurance:

- 33.2.1 Effective July 1, 1989 the Board will assume 80% of the cost for individual dental insurance for all full-time employees under Blue Cross-Blue Shield, Schedule A, Basic and Supplemental Basic

Insurance Plans or its equivalent, and the employee will assume 20% of the cost. Employee contributions shall be prorated over 20 pay periods.

33.2.2 New employees will have the availability of coverage on the date of reporting to work.

33.2.3 Effective July 1, 1989 the District will assume 50% of the cost for family coverage benefits.

33.2.4 Effective July 1, 2004, the District shall contribute a total of \$30,000 per year towards the cost of dental insurance for bargaining unit members. Choice of plan will be by mutual agreement of the District and the Association. Any cost of dental coverage for the unit which exceed \$30,000 will be the responsibility of the unit members opting for dental coverage.

33.3 Teachers on temporary leave of absence, and retired teachers shall have provided any and all insurance benefits under current group rates, the cost to be borne by the individual.

33.4 RETIREES

33.4.1 The District will pay \$720 per year toward the health insurance premium. For unit members retiring on or after June 20, 2004, the District payment per year will be \$1,500 towards the health insurance premium.

34.4.2 Such payment shall continue until age 65.

34.4.3 In order to be eligible for the above, the employee must have worked a minimum of ten years in the Norwich City School District and retire under the New York State Teachers' Retirement System.

33.5 DUAL COVERAGE

When both spouses in this unit have health coverage, they may have a choice of one family plan or two individual plans.

ARTICLE XXXIV
PHYSICAL EXAMINATION

The Board will provide a routine, yearly physical examination for any teacher who wishes to avail himself/herself of it, providing this physical is conducted by the school physician. The physical form shall be drawn up by the Board and its school physician.

ARTICLE XXXV
SICK LEAVE

35.1 **Purpose**

35.1.1 Sick leave is an insurance against major income losses for unavoidable reasons. It is, therefore, designed to guarantee as much accumulation as is practical. It is not designed either to guarantee a fixed income or to accumulate financial rewards for good attendance. It is like an insurance protection, there if you need it, but there is also the hope that it will not be needed.

35.2 **Entitlement:**

35.2.1 Teachers shall be entitled to fourteen days of sick leave for each school year during which they are employed by the School District. These days shall be available as of the first official day of said school year whether or not a teacher reports for duty on that day.

35.2.2 Days of sick leave may be accumulated up to a maximum of two hundred forty eight (248) days.

35.2.3 The Superintendent's Office will send to each teacher a written notice informing him/her of his/her total accumulated sick days. This notice will be sent on or before August 1 of each year reflecting sick leave accumulation as of June 30 of the previous school year.

35.2.4 Central Office may require medical certification of illness.

35.3 **Sick leave may be taken for the following reasons:**

35.3.1 Personal illness, injury, or for any emergency remedial health treatment which can be obtained only during school hours.

35.3.2 Seven of the fourteen days may be utilized for family illness – "family" being defined as follows: employee's spouse, children, parents, or any other relative who is dependent solely upon the employee's physical care.

35.3.3 An extension of the family leave may be granted at the discretion of the Superintendent.

35.3.4 Two of the fourteen days may be used for personal business days. Personal business shall include any important affairs requiring the presence of the teacher which cannot be conducted outside of

school hours. Acceptable use of personal business days shall also include family responsibilities such as transporting children/stepchildren to college, travel time and attendance at award ceremonies and graduations of family members, chaperoning child's/stepchild's Norwich Schools' field trips. Personal business shall not include recreational activities, such as golfing, boating, skiing, or hunting, nor personal activities such as vacations, shopping trips, seeking other employment or travel for non-business purposes. One of these two days may be utilized as a personal leave day which will not be limited to the above uses. Personal business leave may not be taken on the work day immediately preceding or following a scheduled holiday or recess period, or on an established conference day, except in the case of an emergency. A teacher shall give notice of personal business leave in writing on forms provided at the building offices at least seventy-two (72) hours before taking such leave, except in the case of an emergency. In the case of an emergency, the Office of the Superintendent should be notified with the written notification to follow. A teacher shall not be required to state the reason for requesting personal business leave other than that such leave is being taken under this provision.

35.4 Deductions

35.4.1 Deductions for absences beyond basic or accumulated sick leave and not approved shall be at the rate of one two-hundredth (1/200th) of the annual salary.

ARTICLE XXXVI
SICK LEAVE BANK

A sick leave bank will be established for use by the professional staff. The purpose of the bank will be to provide professional staff members with additional sick leave in cases of serious illness.

36.1 Criteria

36.1.1 Professional Staff will be allowed to donate up to two (2) days of their accumulated sick days to the bank in September of a given school year by using the appropriate form.

36.1.2 No professional staff member may donate more than two (2) accumulated sick days per school year.

- 36.1.3 When possible, sick bank days will be requested in writing to the Superintendent within 10 working days prior to use of the bank.
 - 36.1.4 The Superintendent will initiate a meeting of a Board of Review comprised of two (2) teachers, the Superintendent or his representative, and one additional administrator. The individual's physician may attend the meeting to provide additional input to assess the need for such leave. The committee may consult with the school physician in regards to medical issues as needed.
 - 36.1.5 The total number of sick leave days granted for any bank member cannot exceed one hundred twenty (120) days during a school year. Re-application will be made at intervals of sixty (60) days following the application process.
 - 36.1.6 Any staff member may apply for a sick bank leave if he/she has contributed to the bank or may have a representative apply on his/her behalf.
 - 36.1.7 The total number of days within the sick bank will not exceed two (2) times the number of staff plus twenty (20) days.
 - 36.1.8 Once the bank has been depleted to twenty (20) days, reinstatement of the contribution procedure shall be implemented.
- 36.2 The sick leave bank will be used as supplement to worker's compensation, disability insurance, income protection insurance, or any insurance plan designed to reimburse the employee for loss of pay as a result of serious illness. The combined total of the insurance plan and the sick leave bank cannot exceed the total daily rate of an employee.

ARTICLE XXXVII
PARENTAL LEAVE

- 37.1 Parental leave shall include leave for adoption, childbirth and (ensuing) child rearing to all regular full-time employees. Subsequent child rearing leave may be granted in case of serious illness or other emergency circumstances requiring special parental attention.
- 37.2 Request for such leave shall be submitted in writing to the Superintendent of Schools with a minimum of 60 days notice. It shall further specify the period of time the leave is requested.
- 37.3 In the event the individual is not able to return to work at the end of the specified leave, medical certification shall be made to the Superintendent of

Schools, with an indication as to when the individual will be able to return to work.

- 37.4 Such leave shall be granted for a period not to exceed four (4) semesters except when it is necessary to coincide with the start of a new semester. For the sake of program continuity, the parties will agree, if possible, to a return which would coincide with the beginning of a semester.

ARTICLE XXXVIII SABBATICAL LEAVE

- 38.1 Upon recommendation of the Superintendent of Schools, sabbatical leaves may be granted to teachers who have continuously served at least seven years in the school system for accredited travel-study program, study, or other purposes of value to the school system. A teacher granted sabbatical leave shall return to this school system for at least two years after his/her leave ends. In the event that said teachers does not return for said two-year term, he/she shall be obligated to repay the school district 2/20 of salary received while on sabbatical for each month of said two-year term he/she did not serve. Any repayment under this provision must be made within one year of written notification to the Board of Education of resignation.
- 38.2 The Board may grant such leaves for two percent of the total number of teachers in the system each year, provided that such number of qualified applications are received.
- 38.3 It is suggested that the following be included as criteria for the selection of candidates:
- a. Benefit to the District
 - b. Seniority
 - c. Availability of qualified substitutes
 - d. Benefit to the individual
 - e. The number of previous sabbatical leaves granted to the individual and/or department.
- 38.4 There shall be a lapse of seven years continuous service in the Norwich City School System between sabbatical leaves for the same teacher.
- 38.5 Applications for sabbatical leave must be submitted in writing to the Superintendent as follows:
- 38.5.1 For leave to start in September, a letter of interest may be submitted in December and a formal application must be

submitted by January 15. The teacher will be informed of the action taken on his/her application no later than February 25.

38.5.2 For leave to start in February, a letter of interest may be submitted by June and a formal application must be submitted by July 15. The teacher will be informed of the action taken on his/her application no later than August 25.

38.5.3 That with agreement of the Superintendent the above deadlines may be extended to the notification date of an applicant's acceptance or rejection of any special education grant for which he/she may have applied (N.S.F., Ford, etc.)

38.6 Sabbatical leaves will provide for one-half salary during leave of absence of ten months (one school year), or full pay for leave of five months (one-half school year).

ARTICLE XXXIX **SHORT TERM LEAVES**

Leaves for less than one college semester may be granted to teachers for the same purposes as sabbatical leaves, or for any purpose if, in the judgment of the building principal and the Superintendent the leave will improve the instructional program.

ARTICLE XL **TEMPORARY TEACHERS** *(Substitutes)*

A temporary or substitute teacher hired to fill a position which is temporarily vacant because of a leave and is known by the Superintendent to last for at least one full semester will be placed on the regular teacher's salary schedule.

Once a temporary teacher has completed five (5) consecutive weeks filling in for the same teacher, he/she goes on the regular teacher's salary schedule. For purposes of this provision, a temporary teacher working twenty-five (25) work days within a twenty-seven (27) consecutive work day period will be considered as having worked the required five (5) consecutive weeks.

ARTICLE XLI
TEMPORARY LEAVES OF ABSENCE

41.1 Each teacher shall be entitled to the following absences with pay each school year in addition to the leave specified under any other leave provision:

41.1.1 Up to five days at any one time in the event of death of a teacher's spouse, parents, brother, sister, children in-laws (mother, father, sister, brother), grandparents and grandchildren, in laws grandparents or anyone living within the confines of the household.

(i) Under unusual circumstances not covered by the definition above, the teacher will be required to receive permission from the Superintendent or his or her designee.

(ii) In order to obtain leave for reason as stated above, the teacher shall notify the Superintendent. In the event that factors of time and/or distance, or unavailability of the Superintendent, the teacher shall notify the Deputy or Assistant Superintendent, who in turn shall notify the Superintendent.

41.1.2 Other absences, when approved by the Superintendent of Schools, will be allowed at full pay. In the main, these absences will be for the following causes:

Court appearance
Professional meetings
Visiting other schools

41.2 Tenured teachers may be granted upon request to the Board of Education a leave of absence, without pay, for a period of one year or less for personal reasons. Written notification shall be made to the Board of Education, a minimum of 60 days prior to the time of the leave, except in the case of an emergency.

41.2.1 It is suggested that the following be included as criteria for granting such leave:

- a. Benefit to the District
- b. Seniority
- c. Availability of qualified substitutes
- d. Benefit to the individual
- e. The number of previous leaves granted to the individual.

ARTICLE XLII
JURY DUTY

Teachers called for jury duty shall receive the difference between the jury fee and their regular salary so that no loss is incurred by the teacher. If excused or excused early, the teacher will report back to work.

ARTICLE XLIII
CLASSROOM VISITATIONS BY TEACHERS

In cases where the principal feels definite growth would result in an observation by a Norwich teacher within the Norwich system or in other school districts, the principal shall make the necessary arrangements with approval of the Superintendent. Such visitations may be teacher or principal originated; since a substitute will be normally required, some discretion should be exercised in the approval of same.

ARTICLE XLIV
GRIEVANCE PROCEDURE

44.1 Declaration of Policy:

44.1.1 In order to establish a more harmonious and cooperative relationship between teachers, administrators and members of the Board which will enhance the educational program of the Norwich City Schools, it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of grievances, promptly and fairly, as they arise and to seek equitable and proper treatment of teachers pursuant to established rules, regulations and policies of the district. The provisions of these procedures shall be liberally construed for the accomplishment of this purpose.

44.2 Definitions:

44.2.1 "A grievance shall mean any claimed violation, misinterpretation or inequitable application of this contract.

44.2.2 An "aggrieved party" is the person or persons making the claim. If, in the judgment of the Association, a grievance affects a group or class of teachers in the same building, the Association may submit such grievance in writing to the Building Principal directly at Level I – Step 2. If in the judgment of the Association, a grievance affects a group or class of teachers in more than one building, the Association may submit such grievance in writing directly to the

Superintendent and processing of such grievance will commence at Level II. In such group or class grievance the Association shall have the same status as the grievant. All aggrieved parties shall be identified in writing at the outset of the group or class grievance.

44.2.3 An "immediate supervisor" shall mean the administrator to whom the teacher is directly responsible (e.g., building principal, director of technology and instructional support, director of student services, director of physical education).

44.2.4 Wherever days are mentioned in the grievance procedure, they shall mean "school days".

44.3 Basic Principles

44.3.1 The basic principle of this procedure is to secure at the lowest possible administrative level equitable solutions to grievances arising from the application of the agreement. Both parties agree that these proceedings will be kept as informal as may be appropriate at any level of the procedure, and every effort will be made by all individuals to keep all proceedings in the strictest of confidence.

44.3.2 Nothing herein contained shall be construed as limiting the right of any individual teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the NEO.

44.3.3 An aggrieved party shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal. All documents, communications and records dealing with the processing of the grievance will be filed separately from the personnel files of the participants.

44.3.4 An aggrieved party shall have the right to be represented, or have present at any stage of the procedures, a person or persons of his/her own choice, not to exceed three representatives.

44.4 Procedure-Hearing of Grievance:

44.4.1 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

44.4.2 If an aggrieved party does not present an alleged grievance to the building principal within 30 days of its occurrence or knowledge thereof, then the grievance shall be waived. If a grievance is not processed through the steps of the following procedure within the limits specified in those levels, then the grievance shall be waived.

44.4.3 In the event a grievance is filed at such time that it cannot be processed through all steps in this grievance procedure by the end of the school year, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

44.5 Procedure-Levels

44.5.1 Level One-Supervisor

- (i) In order to initiate action a member of the bargaining unit with an alleged grievance will first inform and discuss it with his or her immediate supervisor with the objective of resolving the matter informally.
- (ii) In the event that the aggrieved party is not satisfied with the informal discussion, within forty (40) calendar days of the occurrence or knowledge of the event, a formal written notice of the grievance shall be submitted to the building principal. A meeting will be held with the building principal and a written disposition from the building principal relating to the grievance will be received within ten (10) days of receipt of the notice.

44.5.2 Level Two-Superintendent

- (i) In the event the aggrieved party is not satisfied with the decision rendered at Level One-Step 2, he or she may, within ten (10) days after receipt of this decision, file an appeal with the Superintendent. This appeal must include a copy of the decision rendered at Level One, and the stated disagreement the aggrieved party has with this decision.
- (ii) Within ten (10) days after receipt of this appeal, the Superintendent or his appointed representative shall hold a hearing with the aggrieved party in regard to the alleged grievance.

- (iii) Within ten (10) days after the conclusion of this hearing the Superintendent shall render a decision in writing to the aggrieved party.

44.5.3 Level Three-Board of Education

- (i) If the aggrieved party is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) days after he/she has met with the Superintendent or his/her appointed representative, and the grievance involves a question concerning the interpretation or meaning of the Agreement, he/she may file the grievance in writing with the Association and the Board of Education (with a copy to the Superintendent) within 15 school days after he/she has met with the Superintendent.
- (ii) Within fifteen (15) days after receiving the written grievance, or such longer time as may be mutually agreed upon, the Board will meet with the aggrieved party for the purpose of resolving the grievance. The Board may designate a committee of its members to hear the grievance and report thereon to the Board, which shall then act on such report. Within fifteen (15) days after he/she has first met with the Board or its designated committee, the Board will render a disposition of the grievance.

44.5.4 Level Four-Arbitration

- (i) If, within ten (10) days, the teacher and/or Association are not satisfied with the decision at Level 3, and the Association determines that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Board of Education. A request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator and thereafter.
- (ii) The selected arbitrator will hear the matter promptly and will issue a decision not later than thirty (30) days from the date of the close of the hearing.
- (iii) The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of the Agreement.

- (iv) The decision of the arbitrator shall be final and binding upon all parties.
- (v) The costs for the services of the arbitrator will be borne equally by the Board of Education and the Association.

ARTICLE XLV
IRS SECTION 125 PLAN

The District will provide a comprehensive IRS Section 125 Plan. All administrative costs will be paid by the participating employees.

ARTICLE XLVI
RETIREMENT INCENTIVE

Effective July 1, 2004, any bargaining unit member who retires from District service during his or her first calendar year of eligibility for a non-reduced pension under the provisions of the appropriate Tier in the New York State Teachers' Retirement System and who has taught in the District for at least fifteen (15) years will receive a payment as follows:

- 15 to 24 years of service in the Norwich City School District - \$10,000
- 25 or more years of service in the Norwich City School District - \$15,000

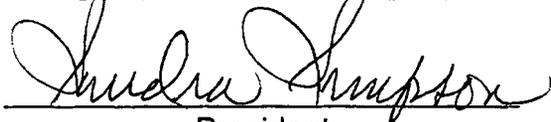
For unit members employed as of January 8, 2004, and retiring on or before June 30, 2004, the above requirement to retire in the first year of eligibility for a non-reduced pension under the provisions of the appropriate Tier in the New York State Teachers' Retirement System will be waived, provided she or he is eligible to retire with a non-reduced pension and has taught for the District for at least fifteen (15) years. In such case, written notice of retirement must be submitted within one calendar week of ratification by the Association.

The above payment will be made within three months of the unit member's effective date of retirement. To be eligible for the above payment, the unit member must give notice no later than September 1 for a June 30 retirement and March 1 for a January 31 retirement.

ARTICLE XLVII
DURATION OF AGREEMENT

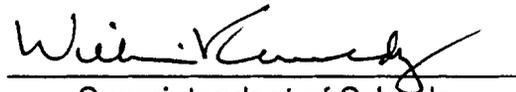
- 47.1 It is agreed that all items presented for negotiations have been discussed by the parties in the negotiations leading to this agreement.
- 47.2 This Agreement shall be effective as of July 1, 2003 and shall continue through June 30, 2007.

FOR THE ASSOCIATION



President

FOR THE DISTRICT



Superintendent of Schools



Negotiating Committee



Negotiating Committee



Negotiating Committee



Negotiating Committee

Dated this 10th day of May, 2004.

MEMORANDUM OF UNDERSTANDING - HEALTH INSURANCE
DCMO BOCES CONSORTIUM AS EQUIVALENT

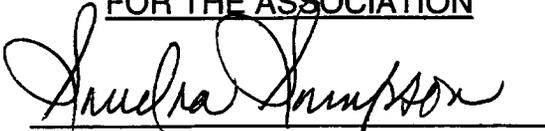
It is understood that the procedures used by the BOCES Health Care Consortium when it takes over a plan involve an analysis of the benefits of the current plan and the development of a new plan which provides equivalent or better benefits.

The only substantive change that takes place under the BOCES consortium is the funding mechanism and the third party administrator who administers the benefits.

With these understandings, it is agreed that the District, upon notice to the Association, may adopt the BOCES Health Care Consortium as the provider of health care benefits.

It is also understood that Association representatives will be given an opportunity to meet with representatives of the Consortium to discuss implementation prior to final adoption of the Consortium as a health care provider for unit employees.

FOR THE ASSOCIATION



President

FOR THE DISTRICT



Superintendent of Schools