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Union: **Norwich Association of Certified Administrative and Supervisory Personnel**

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AD1 / 5822

COLLECTIVE BARGAINING AGREEMENT

by and between

THE SUPERINTENDENT OF SCHOOLS

of

**The City School District
of the City of Norwich**

and the

**NORWICH ASSOCIATION OF CERTIFIED
ADMINISTRATIVE
AND
SUPERVISORY PERSONNEL**

RECEIVED

DEC 13 2007

July 1, 2007 - June 30, 2010

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

Norwich, New York

8

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PREAMBLE

In order to implement the provisions of the New York State Public Employees Fair Employment Act (the Taylor Law) and to encourage and increase the effective and harmonious working relationship between the Board of Education of the Norwich City School District (hereinafter called "Board") and its supervisory and administrative employees (hereinafter called "Administrators"), represented by the Norwich Association of Certified Administrative and Supervisory Personnel/SAANYS (hereinafter called "Association"), the chief executive of the Board (hereinafter called "Superintendent") and the Association enter into this Agreement.

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 of the City of Norwich, 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 the 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 same; it employs the administrative, 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 the public education provided by the Education Law and its amendments.

ARTICLE 1 **RECOGNITION**

- 1.1 The Board recognizes the Association as the exclusive bargaining agent and representative for all full-time probationary or tenured Administrators in the Norwich City School District employed in the following job titles: Elementary Principal, Middle School Principal, Secondary Assistant Principal, High School Principal, and the Directors of Athletics, Special Programs, and Instruction and Staff Development. Those positions specifically excluded from the unit include: Superintendent of Schools,

Deputy Superintendent of Schools, all teaching employees and all non-instructional employees.

ARTICLE 2
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 submissions and shall read it 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 such employment, be furnished with a copy of the provisions of this section.

ARTICLE 3
NEGOTIATION PROCEDURE

- 3.1. Negotiations for a successor agreement will commence upon written request of either party. Such request to be made in the final year of the Agreement, not earlier than six (6) months prior to the expiration of the Agreement, except by mutual consent. The parties will then establish a mutually agreeable meeting date following such request. At the first bargaining session the parties will develop and sign off on ground rules for the negotiations.
- 3.2. Neither party in any negotiations shall have any control over the selection of the representatives of the other party. The parties mutually pledge that their representatives will be clothed with all the necessary power and authority to make proposals, consider proposals, and reach compromise in the course of negotiations, subject, however, to final ratification of the Agreement by the Association and the Board of Education.

ARTICLE 4
MANAGEMENT RIGHTS

- 4.1. The Board and the Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Norwich City School District consistent with the Provisions of the Public Employees Fair Employment Act, Article 14 of the Civil Service Law (Taylor Law) and other statutory provisions and such other rules and regulations as are promulgated by the Commissioner of Education in accordance with said statutes. It is understood and agreed that all rights, powers and authority possessed by the Board of Education prior to this Agreement remain vested in the Board, except as expressly limited by this Agreement.
- 4.2. If any provision of this Agreement is or shall at any time be judged contrary to law in a court of competent jurisdiction, then such provision shall not be applicable or performed or enforced or subject to the grievance procedure, except to the extent permitted by law. However, all other provisions of this Agreement will continue in effect.
- 4.3. Moreover, the exercise of such rights, powers, and authority of the Board shall not be subject to the grievance procedure where an exclusive remedy is provided by statute.

ARTICLE 5
DUES DEDUCTION

- 5.1. The Board shall deduct from the salary of each Administrator who so authorizes in writing on the appropriate form, dues for membership in any appropriate professional organization so designated by the Administrator, and shall promptly transmit the deductions to the organization.
- 5.2. Deduction authorizations shall continue in force and effect unless the Administrator notifies both the Board and the Association in writing of his/her desire to withdraw authorization.

ARTICLE 6
ADMINISTRATIVE WORK YEAR AND VACATIONS

- 6.1. The work year for all Administrative staff shall be 12 months.
- 6.2. Each administrator shall earn 25 days of vacation each year from the period of July 1 through June 30.

- 6.3. Administrators will be expected to utilize vacation days during the 12 month period as approved by his/her supervisor and the superintendent.
- 6.4. All Administrators responsible for supervising instructional staff are expected to be on duty during days in which school is in session. However, it is recognized that Administrators' responsibilities differ substantially, and with the approval of the Superintendent, vacation days may be taken during days on which school is in session.
- 6.5. Administrators, at their request, may be compensated annually for a maximum of five unused vacation days. Also, with the permission of the Superintendent, up to ten (10) unused vacation days may be carried over to the following year and up to ten (10) unused vacation days may be contributed toward retirement.
- 6.6. Vacation days should be planned well in advance so that they do not conflict with administrative workshops and other district-wide responsibilities and all vacation days must be approved by the Superintendent.
- 6.7. Upon termination of employment, an administrator shall be entitled to payment of earned unused vacation at the administrator's per diem compensation rate at the time of termination calculation on the basis of full months of service.

ARTICLE 7 *HOLIDAYS*

- 7.1 Members of the Administrative Unit shall be entitled to fifteen (15) holidays including: New Year's Eve Day, New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day following, day before Christmas, Christmas Day and one floating holiday to be taken at the discretion of the employee so long as at least one administrator is available at the K-6 level and one administrator is available at the 7-12 level. If this is not possible, the granting of the day will be on a first come, first served basis. In the case of a tie, district-wide seniority will be used to break the tie. There is no limitation when school is not in session. Employees will be required to give at least a 5-day notice. If New Year's Eve Day and the day before Christmas fall on a weekend, the previous Fridays or the following Mondays are holidays (whichever day school is not in session).

ARTICLE 8
GRIEVANCE PROCEDURE

8.1 Declaration of Policy: In order to establish a more harmonious and cooperative relationship between the Board and the administrators, it is hereby declared to be the purpose of this article to provide for settlement of differences promptly and fairly through procedures under which administrators may present grievances free from coercion, inference, restraint, discrimination or reprisal.

8.2 Definitions:

8.2.1 A grievance shall be any claimed violation, misinterpretation or inequitable application of an express term or terms of this Agreement. Discretionary distribution of salary increases shall not be grievable.

8.2.2 "Grievant" means the party named as the aggrieved; this can be the Association.

8.2.3 "Party-In-Interest" means any party named in a grievance who is not the aggrieved party, including the Association.

8.2.4 "Hearing Officer" means any individual or board charged with the duty of rendering decisions at any stage of the grievance procedure.

8.2.5 Wherever "days" are mentioned in the grievance procedure, they shall mean "work days".

8.3 Steps:

8.3.1 Step 1: Superintendent - Informal

If an administrator is not able to settle a grievance after talking it over with his/her immediate superior, he/she will discuss it with the Superintendent either directly or through an Association representative with the objective of resolving the matter informally. The request for this meeting with the Superintendent must be within 5 calendar days of when the grievant knew or should have known of the grievance. The Superintendent shall confer with all parties-in-interest, but in arriving at his/her decision shall not consider any material or statement offered by or on behalf of any such party-in-interest with whom consultation has been had without the aggrieved party or his/her representative present. If the

administrator submits the grievance through a representative, the Administrator shall be present during the discussion of the grievance. An Association representative may be present at the request of the grievant.

8.3.2 Step 2: Superintendent - Formal

If the grievance is not resolved informally, it shall be reduced to writing and presented to the Superintendent within ten (10) calendar days of the meeting at Step 1. Within five (5) calendar days after the written grievance is presented to him/her, the Superintendent shall, without any further consultation with the aggrieved party, or any party-in-interest, give his/her decision and reasoning.

8.3.3 Step 3: Board

- a. If the grievant is not satisfied with the decision at Step 2, an appeal may be filed in writing with the Board within fifteen (15) calendar days after the Superintendent has given his/her decision.
- b. Within ten (10) calendar days after the receipt of an appeal, the Board or sub-committee of the Board shall hold a hearing on the grievance.

The hearing shall be in Executive Session unless the grievant requests that it be open.

- c. The hearing officer shall give his/her decision with the reasoning within five (5) calendar days after the conclusion of the hearing.

8.3.4 Step 4: Arbitration

- a. After the decision at Step 3, if the Administrator and the Association are not satisfied with the decision, the Association may submit the grievance to arbitration pursuant to the Rules of Procedure of the American Arbitration Association by written notice to the Board, which shall contain the grievant's endorsement thereon, within 10 work days of receipt of the decision at Step 3.
- b. 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 this Agreement,

nor to add to, subtract from, or modify any of the provisions of this Agreement.

- c. The decision of the Arbitrator shall be final and binding upon all parties.
- d. The costs for the services of the Arbitrator, including expenses, if any, will be borne equally by the District and the Association.

8.4 Rules of Procedure:

- 8.4.1 All written grievances shall include (a) a brief narrative of the circumstances including the names of the grieving and offending parties, (b) the remedy sought, (c) the express provision(s) of the Agreement violated and, (d) the nature of the violation.
- 8.4.2 All decisions shall be given in writing, except for informal decisions at Step 1. Each decision shall promptly be transmitted to any grievant, with copies to the Association.
- 8.4.3 If a grievance affects a group of administrators and appears to be associated with district-wide policies, it may be initiated by the Association at Step 2.
- 8.4.4 The preparation and processing of grievances, shall, as far as possible, be done outside the hours of employment. All reasonable efforts shall be made to avoid interruption of administrative duties.
- 8.4.5 The Board and the Association agree to facilitate any investigation which may be required and to make available any and all non-privileged material and relevant documents, communications and records at the request of the other party.
- 8.4.6 The grievant may call witnesses on his/her own behalf and the Board will make such witnesses who are in the employ of the Board available.
- 8.4.7 At Steps 2, 3 and 4 the grievant and any party-in-interest shall have the right to confront and cross-examine all witnesses called against them. The Board will furnish the grievant and the Association any minutes made of the proceeding.
- 8.4.8 No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the

Board or by any member of the administration against the grievant, any party-in-interest, any representative or any other participant in the grievance procedure or any other person by reason of the grievance or his/her participation in it.

- 8.4.9 Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents may be developed and approved by both parties. The Superintendent shall then have them duplicated and distributed as the parties agree, so as to facilitate operation of the grievance procedure.
- 8.4.10 The Superintendent shall be responsible for accumulating and maintaining on each grievance the grievance file, which shall consist of any written communications relevant to the grievance. All documents, communications and records dealing with processing of a grievance shall be filed separately from the personnel files of the grievant nor shall there be any allusion to the grievance in the grievant's personnel file. This file shall be available for copying, by the grievant, the Association or the Board, but it shall not be deemed a public record.
- 8.4.11 Nothing in this procedure 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 not a member of the unit and to have the grievance informally adjusted without the intervention of the Association provided the adjustment is not inconsistent with the terms of this Agreement. Any formal grievance must have the approval of the Association in order to proceed through the grievance process.
- 8.4.12 The existence of this procedure shall not be deemed to require any Administrator to pursue the remedies here provided, except as may be required by law, and shall not, in any manner, impair or limit the right of the administrator to pursue any other legal or appropriate remedies. If another remedy is chosen, the administrator shall be barred from further recourse on the same claim or issue through the grievance procedure.
- 8.4.13 The grievant may choose whomever he/she wishes to represent him/her at any step, except that the representative may not be an official of a competing employee organization.

8.5 Time Limits:

- 8.5.1 Since it is important to good relations that grievances be processed as rapidly as possible, every effort shall be made by all parties to expedite the process. Time limits specified for either party should be viewed as "outside limits", and shall, in general, be extended only by mutual agreement.
- 8.5.2 The time limit for the appeal from any decision shall run from the date when the grievant received notice of the decision.
- 8.5.3 Failure at any step to communicate a decision to the grievant and the Association within the time limit shall permit the lodging of an appeal at the next step of the procedure.
- 8.5.4 If a grievance is not submitted in writing to the Superintendent within 20 calendar days of the act, event, or occurrence giving rise to the grievance, it shall be barred and there shall be no right to process the grievance further.
- 8.5.5 If a decision at any step is not appealed to the next step within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.

ARTICLE 9
COMPENSATION

- 9.1 Effective July 1, 2007, a pool of money equal to 4.5% of the total salaries of returning members of the unit will be established. These funds shall be distributed as follows:
 - 9.1.1 Each returning member will receive a flat dollar increase equivalent to the total pool of money divided by the total FTE's in the unit.
- 9.2 Effective July 1, 2008, a pool of money equal to 4.5% of the total salaries of returning members of the unit will be established. These funds will be distributed as follows:
 - 9.2.1 Each returning member will receive an increase of 3.00% over his or her 2007-2008 salary.
 - 9.2.2 All remaining funds will be distributed among returning administrators at the sole discretion of the Superintendent.

9.3 Effective July 1, 2009, a pool of money equal to 4.5% of the total salaries of returning members of the unit will be established. These funds will be distributed as follows:

9.3.1 Each returning member will receive a flat dollar increase equivalent to the total pool of money divided by the total FTE's in the unit.

9.4 Effective July 1, 2007 any Administrator, who has completed (5) five years of service to the District, will receive a one time retroactive stipend based upon their present service to the District:

Each Administrator will receive a longevity increment payment in accordance with the following schedule. Longevity payments will be added to the base salary on July 1 of the qualifying year before salary increases for the following year are calculated.

At the completion of:

| | |
|-------------------------------------|--------|
| 5 years of service in the District | \$ 500 |
| 10 years of service in the District | \$1000 |
| 15 years of service in the District | \$1500 |
| 20 years of service in the District | \$2000 |
| 25 years of service in the District | \$2500 |
| 30 years of service in the District | \$3000 |

ARTICLE 10 *ABSENCES FROM WORK*

10.1 Administrators shall be entitled to sixteen (16) days of sick leave during each calendar year.

10.2 Days of sick leave may be accumulated up to a maximum of two hundred twenty (220) days from one to fifteen years of service and a maximum of three hundred (300) days for sixteen years of service and over.

10.3 Sick leave may be taken for the following reasons:

10.3.1 Personal illness, injury or for any remedial health treatment.

10.3.2 Eight (8) of the sixteen (16) days during any one school year may be utilized for family illness or emergencies.

10.3.3 Two (2) of the sick days may be taken for personal business during any one school year.

ARTICLE 11
SICK LEAVE BANK

- 11.1 A Sick Leave Bank will be established by the Board of Education for use by members of the Administrative Unit. The purpose of the Bank will be to provide Administrative Unit members with additional sick leave for serious illness providing their own personal sick leave has been exhausted. The Bank will be governed by the following:
- 11.1.1 The Board of Education will donate 150 days to the Bank.
 - 11.1.2 Each Administrative Unit Member will be allowed to donate no less than ten (10) days of their accumulated sick days to the Bank in September of a given school year by using the appropriate form.
 - 11.1.3 No member may donate more than ten (10) accumulated sick days per school year.
 - 11.1.4 When possible, sick bank days will be requested in writing to the Superintendent within 10 working days prior to use of the Bank.
 - 11.1.5 The Superintendent will initiate a meeting of a Board of Review comprised of the Superintendent, the President of NACASP, or their designee(s), to consider requests for use of leave from the Bank. The individual should, and the individual's physician may, attend the meeting to provide additional input to assess the need for such leave. Either party may request that the school physician also be present.
 - 11.1.6 The total number of sick leave days granted for any Bank member cannot exceed two hundred forty (240) days during a school year. Re-application will be made at intervals of sixty (60) days following the application process.
 - 11.1.7 Any member may apply for a sick bank leave once their own personal sick leave is exhausted and providing he/she has contributed to the Bank. A representative may also apply on a member's behalf.
 - 11.1.8 The total number of days within the sick bank will not exceed ten (10) times the number of administrative staff plus one hundred fifty (150) days.
 - 11.1.9 Once the Bank has been depleted to twenty (20) days, reinstatement of the contribution procedure shall be implemented.

11.1.10 The Sick Leave Bank will be used as a supplement to Worker's Compensation, Disability Insurance, Income Protection Insurance, or any insurance plan designated to reimburse the employee for loss of pay as a result of serious illness. The combined total of the insurance plan and sick leave bank cannot exceed the total daily rate of an employee.

ARTICLE 12
UNPAID LEAVE

12.1 Members of the Administrative Unit may be eligible for an unpaid leave of absence for a period not to exceed one year for reasons acceptable to the Superintendent with the approval of the Board of Education. Requests for consideration of such leave will be made in writing to the Superintendent of Schools at least ninety (90) days prior to the proposed effective date of such leave unless circumstances of an emergency nature preclude such notice.

ARTICLE 13
HEALTH INSURANCE

13.1 The Board will assume 95% of the cost of either individual or dependent coverage for medical insurance for all full-time Administrators under the DCMO BOCES Health Insurance Consortium Plan or a comparable plan chosen by the District.

13.2 Retirement Health Insurance

13.2.1 The District will pay \$1,500 per year toward the health insurance premiums of unit members.

13.2.2 Such payment shall continue to age 65.

13.2.3 In order to be eligible for this benefit the employee must have worked a minimum of eight years in the Norwich City School District and retire under the New York State Teachers' Retirement System without diminished benefit.

ARTICLE 14
DENTAL INSURANCE

- 14.1 Effective the first of the month following the date of this Agreement, the District will provide for all full time Administrators the Blue Cross/Blue Shield Option 1, Basic and Supplemental Basic Dental insurance plan or a plan providing substantially equivalent benefits.
- 14.2 The District will contribute 100% of the cost of the individual coverage. Administrators may purchase family coverage at their own expense by paying the full cost difference of family and individual coverage.

ARTICLE 15
PROFESSIONAL MEMBERSHIPS

- 15.1 With the written approval of the Superintendent of Schools, each unit member will be allocated \$1,500 annually for membership in professional organizations, computer software, and subscriptions to professional publications and on-line services. Expenditures must have prior approval of the Superintendent and approval shall not be unreasonably withheld. Receipts for expenditures must be presented by unit members for reimbursement. Dues for SAANYS or other collective bargaining agents may not be paid using these funds.

ARTICLE 16
NO STRIKE PROVISION

- 16.1 The Board and the Association recognize that strikes and other forms of work stoppages are contrary to the law and public policy. The Board and the Association therefore subscribe to the principle that the differences between them shall be resolved without interruption of the educational program in the District. The Association affirms that it does not assert the right to strike, nor to assist or to participate in any strike, or to conduct, assist or participate in such a strike.

ARTICLE 17
RETIREMENT BENEFIT

- 17.1 A retirement benefit will be made available to any Administrator with eight (8) years of administrative service in the Norwich School District who is otherwise eligible to retire under provisions of the New York State Teachers' Retirement System.

- 17.2 A qualified Administrator will receive the following benefit upon retirement:
- 17.2.1 \$100 per day if retiring with eight (8) or more years of District administrative service, or \$150 per day if retiring with fifteen (15) or more years of District administrative service; for each day of accumulated unused sick leave and each day of accumulated unused vacation leave. The maximum payment will be for 220 days for unit members retiring with between eight and fifteen years of service, and 300 days if retiring with sixteen or more years of service.
 - 17.2.2 In addition to the above payment for unused leave days, a retiring unit member will receive \$200 for each full year of administrative service in the Norwich School District.

ARTICLE 18
SABBATICAL LEAVE

- 18.1 Upon recommendation of the Superintendent of Schools, sabbatical leaves may be granted to Administrators 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. An Administrator granted sabbatical leave shall return to this school system for at least two years after his/her leave ends. In the event that said Administrator does not return for said two-year term, he/she shall be obligated to repay the school district 1/20 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.
- 18.2 The Board may grant such leaves for two percent of the total number of Administrators in the system each year, provided that such number of qualified applications are received.
- 18.3 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
- 18.4 There shall be a lapse of seven years continuous service in the Norwich City School System between sabbatical leaves for the same Administrator.

- 18.5 Applications for sabbatical leave must be submitted in writing to the Superintendent as follows:
- 18.5.1 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 Administrator will be informed of the action taken on his/her application no later than February 25.
 - 18.5.2 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 Administrator will be informed of the action taken on his/her application no later than August 25.
 - 18.5.3 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.).
- 18.6 Sabbatical leaves will provide for one-half salary during leave of absence of twelve months (one school year), or full pay for leave of six months (one-half school year).

ARTICLE 19
CONTINUING EDUCATION

- 19.1 With the written approval of the Superintendent of Schools, NACASP members may be reimbursed up to one thousand three hundred fifty dollars (\$1,350) during each fiscal year for expenditures made for graduate course work, workshops, seminars or other continuing education activities. Upon receipt of successful completion of such activity, the District will reimburse documented expenditures for registration or tuition, books and materials and room and board.

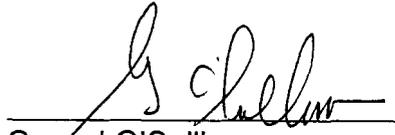
ARTICLE 20
TAX SHELTERED ANNUITIES

- 20.1 An employee must complete the 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.

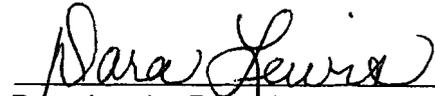
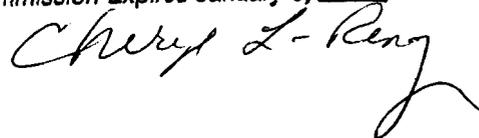
ARTICLE 21
DURATION OF AGREEMENT

21.1 This Agreement will be in effect from July 1, 2007 through June 30, 2010.

For Norwich School District:


Gerard O'Sullivan
Superintendent of Schools

For NACASP:


Dara Lewis, President
CHERYL L. RING
Notary Public, State of New York
No. 4990529
Qualified in Chenango County
Commission Expires January 6, 2010.


Dated this 23rd day of August, 2007.

CHERYL L. RING
Notary Public, State of New York
No. 4990529
Qualified in Chenango County
Commission Expires January 6, 2010

