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Union: **Phoenix Administrative and Supervisory Association**

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ADMINISTRATIVE AND SUPERVISORY ASSOCIATION AGREEMENT

ARTICLE I

AGREEMENT

This agreement is entered into this 1st day of July 2006, by and between the Board of Education of the Phoenix Central Schools and the Administrative and Supervisory Association. The Board of Education recognizes the Administrative and Supervisory Association as the exclusive negotiating agent for the unit composed of Building Principals, Assistant Principals, Deans, Directors, and Supervisor of Cafeteria, Building and Grounds and Transportation for the maximum period provided by law.

ARTICLE II

LENGTH OF AGREEMENT

This Agreement to extend for the contract period of July 1, 2006 through June 30, 2007.

ARTICLE III

GRIEVANCE PROCEDURE

Section I – Declaration of Purpose

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its administrators and supervisors is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of administrators and supervisors through procedures under which they present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board of Education (hereinafter sometimes referred to as the Board) and its administrators and supervisors are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

Section II – Definitions

- 2.1 A **grievance** is a claim by an administrator or supervisor or group of administrators and supervisors in the negotiating unit based upon any event or condition affecting their welfare and/or terms and conditions of employment, including, but not limited to, any claimed violation, misinterpretation, misapplication or inequitable application of law, rules or regulations, directions, orders, work rules, procedures, practices or customs of the Board of Education and administration.

- 2.2 The term **Supervisor** shall mean any immediate superior, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises.
- 2.3 The **Chief Officer** is the Superintendent of Schools.
- 2.4 **Association** shall mean Phoenix Central School Administrative and Supervisory Association.
- 2.5 **Aggrieved Party** shall mean any person or group of persons in the negotiation unit filing grievance.
- 2.6 **Grievance Committee** is the committee created and constituted by the Administrative and Supervisory Association.
- 2.7 **Hearing Officer** shall mean any individual or board charged with the duty of rendering decisions at any stage in grievance hereunder.

Section III – Procedures

- 3.1 Written grievances shall include the name and position of the aggrieved party, the identity of the provision of law, the agreement, policies, etc. involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- 3.2 Except for informal decisions at Stage 1A, all decisions beyond this step (1A), shall be rendered in writing, setting forth the findings of fact, conclusions and supporting reasons therefore, Each decision shall be promptly transmitted in writing to the Administrative and Supervisory Association.
- 3.3 If a grievance affects a group of administrators or supervisors and appears to be associated with system-wide policies, it may be submitted by the Association according to the established order.
- 3.4 The Board of Education and the Association agree to facilitate any investigation, which may be required to make available to the appropriate hearing officer all information pertinent to the alleged grievance.
- 3.5 Except as otherwise provided in Article 5.1a and 5.1b, an aggrieved party shall have the right at all stages of a grievance to confront and cross examine all witnesses called against him, to testify and to call witnesses on his own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.
- 3.6 No interference, coercion, restraint, discrimination, or reprisal of any kind, will be taken by any party to the grievance procedure.

- 3.7 Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents will be jointly developed by the Board and Administrative and Supervisory Association. The Chief Executive Officer shall then have them printed and distributed as to facilitate operation of the grievance procedure.
- 3.8 If any provision of this grievance procedure or any application thereof to any administrator or supervisor, or group of administrators and supervisors in the negotiating unit, shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- 3.9 The Chief Executive Officer shall be responsible for accumulating and maintaining an official Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Stage 1A and all written decisions at all stages. Official minutes will be kept at Board expense of all proceedings in Stages 2, 3, and 4. A copy of such minutes will be made available to the aggrieved party and the Grievance Committee within two days after the conclusion of hearing at Stages 2, 3, and 4. The appropriate hearing officer should be advised of any errors in said minutes. Any such claims of error in the minutes shall become a part of the Official Grievance Record and the hearing officer shall indicate the determination made respecting such claimed error. The Official Grievance Record shall be available for inspection and/or copying by the Aggrieved Party, the Grievance Committee and the Board, but shall not be deemed a public record.

Section IV – Time Limits

- 4.1 The time limits specified for either party may be extended only by mutual agreement.
- 4.2 A written grievance will be deemed waived unless forwarded at the first available stage within sixty (60) calendar days after the supervisors and administrators knew or should have known of the act or condition on which the grievance is based.
- 4.3 If a decision at one stage is not appealed to the next stage of the procedure within the time limits specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.
- 4.4 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his representatives and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
- 4.5 In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro rata so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.

Section V – Stages

5.1 Stage 1 – Supervisor

- a. An administrator or supervisor having a grievance will discuss it with his supervisor, either directly or through a representative, with the objective of resolving the matter informally. The supervisor will confer with all parties in interest, but will not consider any material or statements offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party and/or his representative present.
- b. If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within five (5) school days after the written grievance is presented to him, the supervisor shall, without any further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the administrator or supervisor, his representative and the Association.
- c. An administrator or supervisor not wishing to be represented by the Association is free to follow grievance procedure without involvement by the Association.

5.2 Stage 2 – Chief Executive Officer

- a. If the administrator or supervisor initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the administrator or supervisor shall, within five (5) school days, present the grievance to the Association's Grievance Committee for its consideration.
- b. If the Grievance Committee (see Section 5.1 c) determines that the administrator or supervisor has a meritorious grievance, then, it will file a written appeal of the decision at Stage 1 with the Chief Executive Officer within twenty (20) school days after the administrator or supervisor has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.
- c. Within a reasonable period of time, not to exceed ten (10) school days, after receipt of the appeal, the Chief Executive Officer, or his duly authorized representative, shall hold a hearing with the administrator or supervisor, or his/her duly authorized representative, and the Grievance Committee or its representative and all other parties in interest.
- d. The Chief Executive Officer shall render a decision in writing to the administrator or supervisor, the Grievance Committee and its representative within ten (10) school days after the conclusion of the hearing. In cases involving a suspension from duty, with or without loss of pay, the Superintendent's decision shall be rendered within five (5) days.

5.3 Stage 3 – Advisory Arbitration

Grievances that are claimed violations of the agreement are the only grievances that can be processed through the following advisory arbitration stage:

- a. After such a hearing, if the administrator or supervisor and/or Association are not satisfied with the decision at Stage 2, and the Association determines that the grievance is meritorious and the appealing it is in the best interests of the school district, it may submit the grievance to arbitration by written notice to the Superintendent within fifteen (15) calendar days of the decision at Stage 2.
- b. Within five (5) calendar days after such written notice of submission to arbitration, 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.
- c. The arbitrator selected shall hear the matter promptly and will issue his decision not later than fourteen (14) calendar days from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of facts, reasoning and conclusions on the issues submitted.
- d. The parties agree to give good faith consideration to the recommendation of the arbitrator, but such recommendation shall be advisory only. IN the event that either of the parties hereto fails to accept the award of the arbitrator, then any party affected shall be free to pursue any remedy available under law.
- e. The costs for the services of the arbitrator, including expenses, if any will be borne equally by the Board of Education and the Phoenix Central Schools Administrative Supervisory Association.
- f. Should the Association fail to invoke the advisory arbitration procedure, the grievance may be processed directly from Stage 2 to Stage 4.

5.4 Stage 4 – School Board

Within ten (10) school days after receipt of the arbitrator's or Superintendent's recommendation, the Board shall hold an executive hearing on the recommendation. Within ten (10) days of the hearing, the Board shall issue its decision on the grievance.

ARTICLE IV

EMPLOYMENT YEAR (INSTRUCTIONAL PERSONNEL)

a. 12 Month Position

Principals, Vice Principals, Directors and Deans

ARTICLE V

EMPLOYMENT YEAR (NON-INSTRUCTIONAL PERSONNEL)

a. **12 Month Position**

Supervisor of Buildings and Grounds
Supervisor of Transportation
Supervisor of Cafeteria

ARTICLE VI

VACATION (INSTRUCTIONAL PERSONNEL)

a. **12 Month Personnel**

(Principals, Vice-Principals, Directors and Deans)

1. 20 Vacation Days
2. 14 legal holidays or special days

- b. Administrators who were hired previous to July 1, 1998 were hired under a contract that included 25 vacation days. Section A reduces that 25 vacation days to 20. In lieu of the five (5) days, the District agrees to pay a deferred salary of \$2000 annually in December of each contract year and tax such money at the most favorable rate. This will affect those administrators employed prior to July 1, 1998 and will be in effect until those administrators leave the district.
- c. All 12 month employees will have the right to take consecutive vacation days, up to the maximum number of vacation days earned, whenever students are not in session. When students are in attendance, employees may not take more than two consecutive vacation days without prior written permission of the Superintendent.
- d. If there are at least two (2) unused snow days available on May 15 of any given year, two days shall be added to the Memorial Day vacation. If only one (1) snow day remains unused, then one (1) day shall be added to the Memorial Day vacation. This determination shall be made and announced by the Superintendent as early as feasible, but no later than May 15.
- e. Unit members may accumulate vacation days to a maximum of thirty (30). On June 30 of each year, accrued vacation days in excess of thirty (30) will be moved to the administrator's sick leave accrual for the unit members credit and use up the maximum limits set forth in the existing contract.
- f. For the 2006-2007 school year, instructional personnel shall receive three (3) non-cumulative days of vacation in common with student/faculty vacation as determined by the Superintendent of Schools, without having to use their personal vacation accrual.

ARTICLE VII

VACATION (NON-INSTRUCTIONAL PERSONNEL)

- a. **12 Month Supervisor**
 - 1. 18 days vacation
 - 2. 14 legal holidays or special days
- b. Those supervisors who have completed 20 years of service to the Phoenix Central School District will receive 20 days of vacation.
- c. All 12 month employees will have the right to take consecutive vacation days, up to the maximum number of vacation days earned, whenever students are not in session. When students are in attendance, employees may not take more than two consecutive vacation days without prior written permission of the Superintendent.
- d. If there are at least two (2) unused snow days available on May 15 of any given year, two days shall be added to the Memorial Day vacation. If only one (1) snow day remains unused, then one (1) day shall be added to the Memorial Day vacation. This determination shall be made and announced by the Superintendent as early as feasible, but no later than May 15.
- e. Unit members may accumulate vacation days to a maximum of thirty (30). On June 30 of each year, accrued vacation days in excess of thirty (30) will be moved to the administrator's sick leave accrual for the unit members credit and use up the maximum limits set forth in the existing contract.

ARTICLE VIII

HOLIDAYS OR SPECIAL DAYS (14 DAYS)

- | | |
|------------------------|---------------------------|
| 1. Labor Day | 8. Martin Luther King Day |
| 2. Columbus Day | 9. New Year's Day |
| 3. Veteran's Day | 10. Lincoln's Birthday |
| 4. Thanksgiving Day | 11. Washington's Birthday |
| 5. Thanksgiving Friday | 12. Memorial Day |
| 6. Christmas | 13. Good Friday |
| 7. Christmas Eve Day | 14. Independence Day |

ARTICLE IX

LEAVES (INSTRUCTIONAL AND NON-INSTRUCTIONAL PERSONNEL)

- a. **Sick Leave**
 - 1. The annual sick leave allotment shall be twelve (12) days for twelve month employees. The employee's total allotment shall be available for the employee's

use on the first day of each school year and shall be credited to employees on sick leave, temporary disability leave, or any other paid leave. These days can be used for illness of the employee or for illness in the employee's immediate family. The immediate supervisor shall be notified as soon as possible in cases of illness in the immediate family.

2. Maximum accumulative sick leave to be 309 days for the duration of this agreement.
3. Employees hired after the beginning of the school year would receive an allotment equivalent in days to the number of months left in said school year.
4. Any employee leaving the District during the school year, either through termination or leave of absence without pay, shall, for that school year, be entitled only to proportionate amount of sick leave. The proportionate amount of sick leave shall be dependent on the number of months the employee was actually employed in a paid capacity during the school year. It is understood that upon termination or the commencement of a leave of absence without pay, any employee who has used sick leave in excess of that to which he/she was entitled shall be obligated to repay the school district for such extra days.
5. Any administrator who has more than twenty (20) years administrative service with the district and has reached the maximum accumulation for a fiscal year will continue to accumulate sick leave at the applicable rate for that year.

b. Personal Business

1. Five (5) days, non-accumulative, for urgent personal business.
2. Employees hired after the beginning of the school year would receive a bank equivalent in days to the number of months left in said school year (one (1) day for each two (2) months.)
3. For those employees whose services are terminated during any given school year, personal business days will be determined one (1) day per two (2) months for those months employed.
4. The following absences for personal business must have prior approval by the immediate supervisor:
 - a. Legal Business
 - b. Dental/Medical Appointment
 - c. Moving of Household Effects
5. Leave on account death in family.
 - a. Employees will be allowed up to five (5) days of absence without loss of pay on account of death in the immediate family. (Immediate family is

understood to include a parent, grandparent, guardian, spouse, child, grandchild, sister, brother, mother-in-law and father-in-law.)

6. Unused family illness/personal business days will be credited at the end of the school year to an individual's sick leave. An employee may be paid for certain other absences provided that approval has been obtained from the Superintendent.

c. **Sick Leave Bank**

1. There shall be established a Sick Leave Bank to be available to all administrators, directors and supervisors who are members of the management team. The intention of the Sick Leave Bank is to protect the members from financial burden due to major illness or injury. It is not intended to be a solution to the problem of the exhaustion of a member's sick days. (NOTE: For the provisions of this Article, "serious illness or injury" shall be defined as one which is generally regarded as such by those of the medical profession.)

The bank shall be administered by a committee consisting of an administrator, a director, and a supervisor. This committee shall review and pass upon applications for additional sick leave days submitted by members of the bank. The decisions of this committee shall be final and binding.

Each member of the management team covered by this Agreement shall have the opportunity to elect to participate in the Sick Leave Bank by filing a signed authorization statement no later than September 1st of each year. Any new administrator or supervisor who begins work after September 1 will have 30 days from the beginning date of employment in which to sign such authorization.

Each management team member who elects to participate in the Sick Leave Bank shall contribute two days of accrued sick leave during his or her first year of participation. In subsequent years of participation, a member shall donate two days per year, providing the total contribution will not result in exceeding a maximum of 110 days. At this point, only new participants will contribute. If, during the school year, the contribution from all other participants would not result in exceeding the maximum of 110 days, regardless of contribution made by new participants.

A member will not withdraw days from the bank until his own accumulated sick leave is depleted. In any case, at least the first thirty (30) days of serious illness or injury must be covered by the person's own accumulated sick leave or absence without pay.

Concurrently with the submission of a written request for additional sick leave, the member shall provide the Sick Leave Bank Committee with a medical report setting forth the nature of the illness or injury, the anticipated date of recovery and return to work, and the date of initial incapacitation. In addition, the member shall supply a written report stating the number of accumulated sick days they have remaining on the date the request is submitted, the number of days used

prior to the request and the number of additional sick days they are requesting. All such forms shall be submitted to the chairman of the Committee, who shall, within five school days, call the Committee into session.

A member may request any or all of the ninety (90) days maximum offered by the bank. Necessary additional days up to ninety (90) may be requested when the original request is for less than the full amount. Persons withdrawing from the Bank or leaving the system must leave contributed days in the Bank.

2. In the event that the Committee cannot reach a decision, they shall confer with the Superintendent, who shall cast the decisive vote based on all available information.

ARTICLE X

FRINGE BENEFITS

Fringe benefits accruing to the instructional employees will be at least the minimum benefits available to the personnel in this unit.

HEALTH INSURANCE

2006-2007

The Board will pay 94% of the premiums of the Health Insurance Plan.

The Board will pay 100% of the premiums on the approved term life insurance and accidental death and dismemberment policy. In order to be eligible, a unit member must supervise no less than five (5) employees.

The Board will pay 80% of the premiums of those administrators and supervisors electing to participate in the disability insurance policy as approved. The Board will issue a monthly maximum allowance in the present LTD policy from \$5000 to \$8000.

The Board will pay 100% per each participating member of this unit toward the Group Dental Plan.

All currently employed unit members are exempt from the supervisory requirement of this clause. "Currently employed" is defined as those providing administrative service on the effective date of this Agreement. Those unit members employed who supervise less than five (5) employees still remain eligible for the \$100,000 term life and accidental death and dismemberment policy.

LIFE INSURANCE

Each member of the unit will have the option in lieu of a portion of or all his/her increase in salary to have the Board of Education use this portion of his/her increase to pay the annual premiums on a whole life insurance policy. Notification to the payroll clerk for those who exercise this option must be received on or before the last payroll in June or

within 30 days following Board ratification of a new contract. Each request will be handled on an individual basis with regard to dollar commitment, carrier, etc. as per any tax shelter or IRA arrangement.

TAX DEFERRED ANNUITY

For the 2006-2007 fiscal year, the District shall pay the sum of \$300 for annual premiums to purchase a tax deferred annuity for the administrator with a company designated by the administrator and approved by the Superintendent of Schools.

HEALTH INSURANCE RETIREMENT PAYMENT

- a. Upon retirement, members of this unit will be eligible for payment towards the health insurance in force for the district's employees based on meeting all of the following criteria.
1. A member of this unit, in order to be eligible for health insurance retirement payment must have been continuously employed by the Phoenix Central School District for 10 years.
 2. A member must actually be retiring or vesting, not resigning. The person must actually file for and be eligible for retirement salary from the New York State Teachers' Retirement System or the New York State Employees' Retirement System.
 3. The employer's share of the cost will be based on the cash equivalent of the employee's accumulated unused sick leave, with the maximum employer's yearly payment not to exceed the percentage paid by the employer for active employees for each year health insurance is in effect. The cash equivalent will be determined as follows: the total number of unused sick days at the final day of retirement will be multiplied by 1/200 of the member's annual salary. The employer's share will be paid yearly until the person's death or the cash accumulated sum is paid or the person forfeits, as enumerated in #2.
 4. **Vesting Clause** – Any administrator who has worked 7 years for the Phoenix Central School District and is eligible to exercise vesting rights in his/her respective retirement system, may utilize his/her unused sick days, and receive payment for such days as determined in Article X, A3., payable in annual amounts, not to exceed \$5,000 per year. The administrator will actually be vesting his/her retirement for a year to be eligible for this benefit, since this benefit would apply to those who are not yet eligible to retire. Evidence of vesting will be required each year by September 1st and payment will be made the following May 1st in a lump sum as specified above.

The administrator will not be working for service credit towards the Employee Retirement or Teachers' Retirement System to be eligible for this benefit.

5. **Cash Option** – The employee may also opt to take the cash equivalent as determined in A3 as a direct payment at a yearly amount not to exceed \$13,500 for each year of the contract. This payment will be made in lieu of coverage under the health plan and if chosen will be paid yearly until the person's death or the cash accumulated sum is paid. The eligibility for this option is the same as enumerated in A11.

The employee may also opt to take a lump sum payment, not to exceed \$13,500 for each year of the contract and can remain with the existing group health and dental insurance policy. The balance of the lump sum payment will be paid upon the retirement date of the employee, with subsequent anniversary dates, until the person's death or the cash accumulated sum is paid. The annual premium for health and dental will be deducted from the lump sum.

6. **Premium Option Only** – Employees may also opt for the district to have health insurance and/or dental premiums only held from their cash equivalent, as determined in A3 and will be paid yearly until the person's death or the cash accumulated sum is paid.
7. Administrators who become eligible for Medicare at age 65 and discontinue their regular insurance may continue to draw the full cash option that is part of the contract that they retire under.

ARTICLE XI

TRAVEL EXPENSES

All members of this negotiating unit will be reimbursed at the mileage rate established by the Board of Education policy while driving their personal car on school business, both within and outside the school district.

ARTICLE XII

SALARY IMPROVEMENT

Salary improvements are non-automatic. Salary improvements will be based on evaluation of performance by the Superintendent of Schools and subject to approval by the Board of Education. Any administrator who is not being recommended by the Superintendent to the Board of Education for good and competent service and/or a salary increase will be so notified by the Superintendent by the 15th of April.

For 2006-2007, instructional management team salaries will increase from the 2005-2006 salaries by \$3,000.

For 2006-2007, non-instructional management team salaries will increase from the 2005-2006 salaries by \$2,000.

PAYMENT FOR GRADUATE HOURS

Payment for graduate hours, up to 30 hours, for courses enrolled in and successfully completed after the date of the employee's hire, will be paid at the same rate as stipulated in the Phoenix Teachers' Agreement under the following conditions:

1. That such coursework is tangential to his/her employment at Phoenix Central Schools.
2. That such coursework received pre-approval by the Superintendent of Schools or his/her designee.
3. That such coursework is taken at an accredited four year college or university.

ARTICLE XIII

EMPLOYER'S RIGHTS

The legal authority vested in the Board of Education by the Education Law shall not be abrogated by this agreement.

ARTICLE XIV

AGREEMENT BETWEEN PUBLIC EMPLOYERS AND EMPLOYEE ORGANIZATIONS

"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."

DURATION OF AGREEMENT

This contract be effective as of July 1, 2006 and shall continue in effect through June 30, 2007 without any rights or reopeners or amendments reserved to either party. This negotiating unit shall enjoy a period of unchallenged representation up to seven months prior to the contract expiration as called forth by the provisions of Chapter 392 of the Laws of 1967 (The Public Employee's Fair Employment Act).

ADMINISTRATIVE-SUPERVISORY
NEGOTIATING UNIT

BOARD OF EDUCATION

BY:

BY:

Negotiating Representative

Mrs. Rita E. Racette
Superintendent of Schools

Negotiating Representative

Date

Negotiating Representative

Negotiating Representative

Date