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**2005-2008 AGREEMENT BETWEEN**



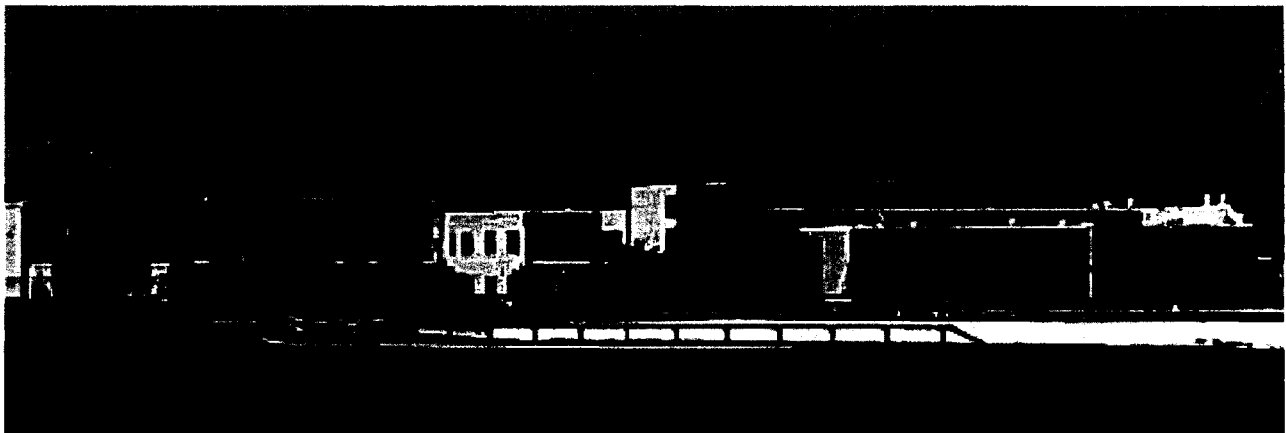
**RECEIVED THE WARSAW CENTRAL  
SCHOOL DISTRICT**

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NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

**&**

**THE WARSAW  
EDUCATORS' ASSOCIATION**





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THIS AGREEMENT IS MADE THIS 22<sup>nd</sup> DAY OF JUNE, 2005, BY AND BETWEEN THE WARSAW CENTRAL SCHOOL BOARD OF EDUCATION (hereinafter referred to as "Board") and the WARSAW EDUCATORS' ASSOCIATION (hereinafter referred to as "Association").

NOW, THEREFORE, in consideration of their mutual promises, the parties hereto agree as follows:

### **ARTICLE I - RECOGNITION**

The Board recognizes the Warsaw Educators' Association as the exclusive bargaining agent of all certified personnel, including school counselors, whether or not they are actually engaged in classroom instruction. Excluded from the unit are per diem substitutes, administrators and all other employees.

### **ARTICLE II - CONTRACT FORM**

- A. Duration  
This Agreement is in effect from 12:01 a.m. on July 1, 2005 until midnight on June 30, 2008.
- B. Notice of Future Negotiations  
If either party notifies the other party by January 1 of the final year of this Agreement that it wishes to negotiate a successor to this Agreement, the parties will enter into negotiations for that purpose not later than the next succeeding February 1st.
- C. Extension of Time Limits  
The parties may extend any time limit set forth in this Article by agreeing to do so in a written document dated and signed by authorized representatives of both parties.
- D. Cost  
The Board and the Association will share the cost of reproducing this Agreement. The Association will arrange for the printing of said Agreement.

### **ARTICLE III - DEFINITIONS**

- A. General Terms  
When used in this Agreement, the terms listed below will have their designated meaning.
- Association - refers to the Warsaw Educators' Association.
  - Department Heads, Team Coordinators, and Grade Level Team Leaders - are those employees appointed by the Board as per Board policy.
  - Family - The family is defined as father, mother, spouse, brother, sister, child, grandparent or grandchild, as well as in-laws of the same relationship or person who has occupied a close immediate familial relationship.
  - Fractional year - any part of a full year of service.

- Full year of service - ten (10) months of teaching in a public school; twelve (12) months of employment in industrial, commercial or agency work, which in the judgment of the Superintendent of Schools, is directly related to the teaching field in our schools.
- Major Illness - a terminal illness as defined by a physician, a major heart attack, heart operation or an ailment that will require the employee to miss a significant number of consecutive work days according to a physician.
- Negotiating Unit Employee - employees as defined under Article I - Recognition. NUE as an abbreviation is used throughout the document.
- Salary - the amount to be paid to a NUE pursuant to Appendix A of this Agreement.
- Schedule - refers to Appendix A.
- School year - is the time from and including the first required day of NUE attendance to the last required day of NUE attendance as defined in the school calendar adopted by the Board of Education.
- Service Credit - number of prior full years of service credited by the Superintendent to be used in determining the salary of a new employee.

B. Grievance Terms

The definition of Terms used exclusively in the Grievance Procedure are set forth in Article XI.A.

## ARTICLE IV - GENERAL PROVISIONS

A. Central Study Committee

A Central Study Committee, consisting of three (3) Board designees and four (4) Association designees (two (2) Association designees per building) will be maintained for the purpose of discussing general concerns of the District with a focus on instructional or academic programs District-wide. The Committee will meet on the third Wednesday of each month during the school year (except for September). Periodic reports and recommendations may be made to the Board and Association. The Superintendent and an Association designee will be co-chairpersons and will prepare the monthly agenda. If either objects to a proposed item as not being of a "district-wide" nature, it will be referred to the Building Principal and Building Improvement Team.

B. Building Improvement Team

Upon the request of either party, the Building Principal will meet with an Association Building Representative to discuss administrative policies or other concerns. Upon the request of the principal or the building staff, the Building Improvement Team will meet to discuss matters of mutual concern. There will be one (1) Team for the Elementary and another for the Middle/High School. The Elementary Team will consist of four (4) NUEs and the Middle/High Team will consist of four (4) NUEs. Additionally, two (2) support staff members will be invited to attend.

C. Facilities

The Board will make reasonable efforts to correct deficiencies in heat, ventilation, lighting and noise control and will provide a safe working environment. The Board will

exercise reasonable efforts to maintain school plant facilities in a clean and orderly condition. Teachers will maintain areas in which they have teaching responsibilities in a reasonably clean and orderly condition. The Board will test for these toxic materials: radon and lead. This will be done at least once a year. A copy of the results of each test will be sent to the Association and made available to the public.

D. Shared Decision Making Committee

Two NUEs from each building will represent both the elementary and the high school Shared Decision Making Committees. These teachers will be selected by the Association. Participation will be as outlined in the Warsaw Central School District Shared Decision Making plan.

E. Conflict with Law

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found 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. In that event, the parties shall meet promptly to negotiate a replacement for the provision in question.

## ARTICLE V - SALARIES AND STIPENDS

A. Salaries

NUEs will be paid pursuant to Appendix A for the school years 2005-2006, 2006-2007, and 2007-2008. NUEs who perform additional duties will be paid pursuant to Appendix B. Co-curricular and inter-scholastic athletics will be paid pursuant to Appendix B. The salary of a part-time teacher will be prorated in the same proportion as the number of the NUE's teacher assignments bears to six (6) such assignments.

B. Criteria for Service Steps

(1) All NUEs may be placed in the schedule and the service step, which approximates their training and years of service. Wherever fractional years of service credit occur, those fractions fifty (50) percent or larger may be evaluated as one (1) full year of service; those fractions less than fifty (50) percent may be disregarded and credit may be granted to the nearest full year of service.

(2) The Superintendent may grant one full service step and increment for each of the first ten full years of service prior to employment and one full service step and increment for each two full years of service beyond the first ten years of service prior to employment.

C. Graduate Hours

Salary increments of \$52 will be granted for each hour of approved graduate study beyond the Bachelors Degree for teachers who were hired prior to July 1, 1998; for teachers hired on or after July 1, 1998, salary increments of \$26 will be granted for each hour of approved graduate study beyond the Bachelor's Degree, and \$52 for each such hour in excess of 30. The following conditions will be met before graduate hour salary

increments are granted: all graduate study will have written approval from the Superintendent prior to actual enrollment; and by October 8 or February 15 of any year, the negotiating unit employee will file with the Superintendent a transcript or grade card indicating completion of the approved course.

A NUE taking a course in an approved Master's program, may, upon completion of said course, file for salary credit at the next appropriate date, and will automatically receive such credit. NUEs employed for the first time after July 1, 1967, will, at the discretion of the Superintendent of Schools receive salary credit for graduate study completed prior to employment.

D. Master's Degree

(1) NUEs hired before July 1, 1992 are eligible for a single annual Master's degree stipend of \$550 per year. NUEs hired on or after July 1, 1992 are not eligible for an annual Master's degree stipend.

(2) NUEs hired on or after July 1, 1998 who, while employed by the District, earn their first Master's degree shall receive a one-time payment of \$1,000 upon furnishing proof of their having been awarded the degree.

(3) NUEs hired on or after July 1, 2001 who do not have a Master's degree when hired by the District may elect to be paid pursuant to Article V, Section C and to sub-item (2) above, or may elect to be paid, for any successfully completed graduate course required for the NUE to earn a Master's degree which will enable the NUE to receive permanent New York State teacher certification, the cost of the graduate course at the then current SUNY rate. Upon proof of successful completion (Official Transcript) of coursework, the NUE will be reimbursed through accounts payable. There will be no salary payment for such course work, but for additional course work after the Master's degree the NUE will be paid \$52 per graduate hour in accordance with Section C, above. If a NUE who has elected this option leaves during or at the end of the first, second or third year of employment with the District, the NUE will reimburse the District for any tuition payments they have received pursuant to this provision. If a NUE who has elected this option leaves during or at the end of their fourth year of employment with the District, the NUE will reimburse the District for fifty percent (50%) of any tuition payments they have received pursuant to this provision. If a NUE who has elected this option leaves during their fifth year of employment with the District, the NUE will reimburse the District for twenty-five percent (25%) of any tuition payments they have received pursuant to this provision. Once a NUE has completed five years of service with the District, the NUE shall not be required to reimburse the District for any tuition payments received under this provision. In any case where a NUE owes the District reimbursement under this provision, the District is authorized to withhold such reimbursement from any monies owed by the District to the NUE, including salary and benefit payments.

E. Method of Payment and Deduction

(1) Salaries will be paid in twenty-two (22) or twenty-six (26) equal installments on every other Friday throughout the school year, commencing with the first Friday after

Labor Day. If a scheduled payday should fall during a vacation period, NUEs will be paid on the last school day previous to the vacation period. All W-2 changes including his/her choice of payment method, which would affect the first paycheck, must be made two (2) weeks prior to the first paycheck. If two (2) pay periods fall on the same date due to a school vacation, the second pay date will remain where originally scheduled.

(2) Payroll savings plans will be provided by the Board. Each NUE will notify the Business Office of the amount of the deduction on a form provided by the Business Office.

(3) NUEs who earn stipends for extracurricular assignments (Appendix B) will have the choice of the two (2) options listed below for payment of the stipend. Stipends for NUEs performing extra services for a portion of the school year will be paid on a pro-rated basis with reference to the months of service or percentage of the job completed.

**Option A:** Stipends may be paid in the paycheck following or no later than two weeks after completion of duties and written certification of the appropriate supervisor that the extra duties were completed. Such extra stipends will be subject to all deductions, which may apply to the NUE's regular contract salary. However, deductions on such stipend shall be computed separately from the regular payroll process and said stipend shall be paid in the regular payroll check.

**Option B:** Stipends may be paid in a separate paycheck(s) which will be distributed three (3) times during the school year. These separate paychecks will be scheduled for the first Thursday of November, the first Thursday of March and the Thursday preceding the last scheduled payday in June. For seasonal activities, the stipend will be paid in the paycheck which next follows completion of duties and written certification of the appropriate supervisor that the extra duties were completed. For year-long activities, the NUE may elect to split the stipend in thirds to be paid on the schedule stated in this option. Election of this option must be stated in writing and arrangements for choosing this option must be worked out with the business office at least one week prior to a scheduled separate paycheck. Payments under this option may not be handled through direct deposit and will be made by a separate check.

4) Upon the written request of a NUE, on a form provided by the Association, the Board will deduct from the salary of the employee such amounts for membership dues as the employee may specify and will transmit said sums to the Association on a monthly basis. Said deduction will be made in six (6) equal installments beginning with the first pay in October. For all other NUEs, the Board will deduct from the salary of the NUE an agency fee in the amount specified in writing by the Association and will transmit said sums to the Association on a monthly basis. The Association will hold the Board harmless from all claims and liabilities arising out of the matters set forth in this

paragraph.

F. Retention of Final Salary Check

Each NUE's last salary check of each school year will be held until both the Building Principal or Supervisor and the Superintendent have certified that all duties and obligations of the employee have been completed, but in no event may that check be delivered to any NUE later than two weeks after the last day of school.

G. School Counselors

School counselors employed by the District from 8:00 a.m. to 4:00 p.m. shall receive \$2,795 for the 2005-2006 school year, \$2,904 for the 2006-2007 school year, and \$3,017 for the 2007-2008 school year, in addition to the amount specified in Appendix A. School counselors will receive ten percent (10%) of their total salary as computed from Schedule A (including Master's Degree, graduate hours and the above stipend) in consideration for twenty (20) additional days of summer employment.

**ARTICLE VI - LEAVES, HEALTH INSURANCE, BANKS, AND RETIREMENT**

A. Sick Leave With Full Pay

(1) Sick leave due to personal illness will be accumulated at the rate of sixteen (16) per year, including four (4) personal days for each full school year. Unused sick leave will be accumulated without a maximum in regard to their use as sick leave and in the computation of any retirement benefit plan described in this Agreement.

(2) The maximum number of personal leave days which a NUE shall have available for use in any school year is four (4) out of the sixteen (16) sick leave days credited each year. Personal leave days which have not been used by the end of the school year shall be accumulated to the teacher's sick leave.

(3) The Board may request satisfactory proof of the validity of sick leave requests after three (3) consecutive days of absence. Additionally, the Board may request such proof if the absence occurs on the day before or after a holiday if the NUE has demonstrated a pattern of absences.

(4) The Board will allow the transference of sick days from the accumulated sick time of volunteer NUEs to another NUE who has exhausted his/her accumulated sick leave due to a major illness in accordance with the terms of this provision. For each one (1) day donated by a volunteer NUE, the receiving NUE shall receive one (1) day. The maximum donation shall be ninety (90) days received by the receiving NUE. The Association will provide a written statement from each NUE who wishes to donate sick time. Such written statements must be submitted within two (2) calendar weeks of the communication requesting contributions of sick days. Any sick days contributed but unused shall be redistributed by the executive officers of the WEA to the original donors on a pro-rated basis immediately upon the employee's return to work. The Board may allow an additional ninety (90) days to the receiving NUE from volunteers if the receiving NUE exhausts the first transfer of sick time.

If the above NUE uses up all of her/his sick leave during a major illness and is in need of additional sick days for a short-term illness, a NUE may borrow up to 5 sick days from a sick bank. The NUE agrees to pay back all sick days borrowed to the sick bank. To be eligible to draw from this sick bank, each participant must have contributed one day. This contribution will not count against the Perfect Attendance Clause (Article VI, A 7).

(5) If a NUE is absent as a result of an injury occurring during the course of employment, he/she will be paid his/her full salary, less any Worker's Compensation benefits to which he/she may be entitled, for a period not to exceed ninety (90) days from the date of injury. No part of said absence will be charged against the NUE's sick leave. If the absence exceeds ninety (90) days, the teacher may use accumulated sick leave. The Board may have the NUE examined by a physician of mutual choice at the Board's expense in order to determine the duration of said disability. The medical opinion of the physician will determine the duration of the employee's disability.

(6) A NUE who has contracted a long-term illness may request a leave of absence without pay upon submission to the Superintendent of a written statement from the employee's physician specifying the nature of the illness and that it is going to be a long-term illness. The NUE will be reinstated upon approval of a physician retained by the District. Neither salary increments nor fringe benefits will accrue during the period of leave of absence. Upon termination of the leave, the NUE will be returned to a position in his/her (i) tenure area, (ii) certification area, and (iii) grade area (i.e., primary, intermediate, middle, or high), or, if one or more positions in the NUE's tenure area have been abolished and the employee's seniority does not entitle him/her to replace another NUE on the active payroll, he/she will be placed on the appropriate preferred eligibility list. Criteria (iii) will be used only in cases when absence is twelve (12) consecutive months or less.

(7) NUEs who use "NO" sick or personal days of any type during the school year will receive a payment in the second pay period in July of that year of \$400. Donating sick days to another NUE will not affect this incentive.

B. Bereavement and Family Illness Leave

(1) In the event of family illness, a NUE may take up to fifteen (15) days of sick leave per year. If the total family illness leave exceeds fifteen (15) days in a school year, the NUE will be paid only the difference between his/her regular salary and that of a substitute for the excess days, unless the NUE applies in writing and the Superintendent of Schools approves in writing the use of additional fully paid sick days for a specific situation. At no time may such paid leave exceed the NUE's total of accumulated sick leave.

(2) A NUE will be granted leave with full pay for up to five (5) days for each death in the family per school year. The days shall be used for grieving at the time of death, the wake, funeral, memorial service and/or burial, and will be determined by the employee within five (5) days of the death. If a NUE determines that more days than five (5) are necessary for these purposes, then the NUE shall be allowed to utilize up to five (5)

accumulated sick leave days. If more days are needed, the NUE should submit a written request for additional days to the Superintendent.

(3) In the event of a death of a NUE or the spouse, child or parent of a NUE, the Board will furnish substitutes, if necessary, for up to two (2) representatives so that they may attend the funeral.

C. Child-Rearing Leave

Upon application, a NUE will receive a leave of absence without pay for up to two (2) years for the purpose of rearing a child who is less than four (4) years of age at the time the leave begins. The employee will give written notice at least thirty (30) days in advance of the expected leave unless medical or legal substantiation states that such notice was not possible. A leave application will contain the commencement and expiration dates of the leave. Upon application of the NUE with the approval of the Board, the leave may be extended or terminated early. Upon termination of the leave, the NUE will be returned to a position in his/her (i) tenure area, (ii) certification area, and (iii) grade area (i.e., primary, intermediate, middle or high), or; if one or more positions in the NUE's tenure area have been abolished and the employee's seniority does not entitle him/her to replace another NUE on the active payroll, he/she will be placed on the appropriate preferred eligibility list. Criteria (iii) must be used only in cases when absence is twelve (12) consecutive months or less.

D. Adoption Leave

Upon application, a NUE will be granted a leave of absence for up to thirty (30) school days for responsibilities in connection with the adoption of a child which require the NUE to be absent from work (e.g., travel to pick up the child, attendance at court proceedings, etc.). A maximum of thirty (30) sick days may be used by the NUE for this purpose, provided that at no time may such paid leave exceed the NUE's total of accumulated sick leave, and further provided that if both parents are employed by the District, only one of them may use this form of leave. The NUE must give written notice at least thirty (30) days in advance of the first date of the expected leave, unless evidence is provided to the satisfaction of the District that such notice was not possible, in which event notice must be given as soon as possible. The leave application will contain the expected commencement and expiration dates of the leave. Upon application, and with approval of the Board, the leave may be terminated early.

E. Personal Leave

A NUE taking personal leave will give the Building Principal or Supervisor written notice of intention to take leave at least two (2) school days in advance of the day he/she proposes to be absent, whenever possible. In an emergency, the two day notice may be waived. A NUE need not specify the exact reason for taking personal leave when requests do not include extensions of vacation time. If approval is denied, the appropriate supervisor will give his/her reason for denial. A NUE requesting personal days to extend a vacation period will give exact reasons for requesting such a leave. The Superintendent will act on these cases individually and will give his/her reasons when such requests are denied.

F. Public Obligation Leave

NUEs will be granted leave to perform court required obligations as jurors or witnesses and may be granted leave to perform duties or services whenever such absences have the prior approval of the Superintendent. Leaves for public obligations, duties or services will not be charged against the NUE's credited days for sick leave or personal leave. With the exception of travel, meals and lodging, payment received by the NUE will be deducted from the NUE's salary unless the employee pays the Board the full amount received or normal salary whichever is less.

G. Professional Leave

(1) Upon approval of the Board or Superintendent or Principal, NUEs may attend professional conferences. A written request will be presented not later than the tenth calendar day before a regularly scheduled meeting of the Board prior to the actual date of the conference. The Board will determine and notify the NUEs of the expenses to be funded by the district prior to the conference. One day workshops or conferences can be approved by the Superintendent. Such requests will be made at least two (2) weeks before the workshop or conference.

(2) Such approved conference leaves will not be deducted from the unused days credited to the teacher in connection with other stated leave policies.

H. Sabbatical Leave

Sabbatical leave may be granted to only one NUE per school year. Leave will be for one year at half-pay. The NUE will have served on the staff at least seven (7) years. Requests will be in writing to the Superintendent on or before February 1 for the following school year. The Board will notify the NUE of its action on the request by April 15. Final approval will be contingent upon securing a certified employee by May 1. All rights, fringe benefits, including the payment of health insurance premiums, and salary increments will continue to accrue during the term of the sabbatical. The NUE will return to the District for at least one (1) year. If a NUE does not complete the "return service" requirement, repayment of any portion or all of the monies advanced under these provisions will be made pursuant to specific agreement between the employee and the Board at the time of authorization of leave. Any such violation will terminate the sabbatical program. The NUE on sabbatical leave will be required to file reports to the Board on January 15 and June 1.

I. Other Leave

(1) Requests for leaves of absence without pay for educational purposes or other compelling reasons may be granted by the Board. Disposition of such requests are not subject to the grievance procedure.

J. Service Credit for Leaves of Absence

(1) If a NUE is on leave for one semester or less, then that individual shall be given service credit for that year for purposes of advancement on the salary schedule.

(2) If a NUE is on leave for more than one semester, then that individual shall not be given service credit for that year for purposes of advancement on the salary schedule.

(3) For those individuals who are off the salary schedule, service credit shall apply as in (1) and (2) above, with the understanding that salaries for those NUEs not on schedule shall be the same as those with comparable credited years of service.

K. Health Insurance

(1) The District will provide NUEs with medical coverage under the Genesee Area Health Care Plan and will also provide dental, vision and prescription coverage (which includes a three (3) tier prescription co-pay and mailer). The Board pays ninety percent (90%) of the monthly premium for the medical, dental, vision and prescription coverage with the NUE paying the other ten percent (10%). If a NUE does not enroll with the District's Healthcare package or utilize the District's Healthcare opt-out option, the District will pay up to 90% of the current cost of the Genesee Area Healthcare (medical, dental, vision, and prescription (with a 3-tier co-pay and mailer)) toward a healthcare package of their choosing (the District would pay the healthcare provider directly and the NUE would be responsible for the balance of the premium).

The date of July 1 will be used to determine the NUE contribution for the medical, dental, vision and prescription coverage. The NUE contribution to health insurance premiums for the year will be divided and deducted equally from each payroll check.

(2) A Cafeteria Plan in accordance with Section 125 of the Internal Revenue Code will be made available to NUEs requesting it. Details of the plan will be developed through a joint District and Association committee. Those electing to participate must sign up by October 1.

(3) NUEs will have \$220 during the 2005-2006 school year, \$230 during the 2006-2007 school year, and \$240 during the 2007-2008 school year deposited into a 105H Plan.

(4) The existing insurance plan may be replaced by another plan providing equivalency has been determined by a majority vote of a committee consisting of three Board designees and three Association designees.

(5) NUEs on leave of absence, other than sabbatical leave, will be permitted to maintain their insurance benefits at the group rate by tendering premiums, on a prorated basis, in advance of the monthly premium payment, unless the NUE leaves the District to take other employment.

(6) The Board will pay the sum of one thousand (\$1,000) dollars for the 2005-2006 school year, one thousand five hundred dollars (\$1,500) for the 2006-2007 school year, and two thousand dollars (\$2,000) for the 2007-2008 school year to a NUE who is eligible for but does not take family health insurance (including dental/vision and prescription) for an entire school year. The Board will pay the sum of five hundred dollars (\$500) for the 2005-2006 school year, seven hundred fifty dollars (\$750) for the

2006-2007 school year, and one thousand dollars (\$1,000) for the 2007-2008 school year to a NUE who is eligible for and does not take single health insurance (including dental/vision and prescription) for an entire school year. No household will be able to subscribe to two (2) healthcare packages as offered by the District. One (1) of the NUEs will be required to opt-out of healthcare coverage and accept buy-out payment. This payment (subject to taxes) will be paid in two (2) equal installments – one in January and one in June to any NUE who does not take health insurance for the entire school year or the NUE can elect to have the payment deposited into a Cafeteria Flex or 403B Plan. Should a NUE experience a change in circumstances during the school year he/she shall immediately notify the Superintendent's office and shall be immediately eligible for re-admission to the insurance program. A NUE seeking re-admission to the health insurance program must reimburse the district any buy-out amounts paid to the NUE in that fiscal year.

(7) A NUE who has served fifteen (15) years in the District prior to the effective date of his/her retirement shall be eligible to receive health benefits coverage through the District (Retirement Health Benefit) from the effective date of their resignation for retirement purposes (resigning from employment in the District in order to begin the receipt of benefits from the New York State Teachers' Retirement System) through the day before the day on which the NUE turns sixty-five (65). The District will contribute to the monthly premium cost for the retired NUE one hundred percent (100%) of the monthly single premium cost for the NUE, provided that the District's monthly premium cost in any year may not increase by more than ten percent (10%) of the monthly premium cost paid by the District in the previous year of the NUE's retirement. If the District's contribution, as limited by the preceding sentencing, does not cover the full monthly premium cost of the retired NUE's coverage, the NUE must, as a condition to receiving the coverage under this paragraph, pay to the District any additional monthly premium cost in advance of the day it is due to be paid by the District.

L. Retirement

(1) A NUE who submits his/her resignation for retirement purposes (resigning from employment in the District in order to begin the receipt of benefits from the New York State Teachers' Retirement System) in writing at least four (4) months in advance of his/her retirement date shall be eligible to apply his/her unused sick leave days at the date of retirement leave toward a lump sum bonus. The rate will be \$40 per day for each unused sick leave day for NUEs who have worked for the District for one (1) to nineteen (19) years and the rate will be \$45 per day for each unused sick leave day for NUEs who have worked for the District for twenty (20) years or more. The total payment shall be payable as a lump sum in January of the school year following the retirement of the NUE or in two (2) equal payments, the first in the January following retirement and the second in the succeeding January or the NUE can have the amount deposited into a 403B prior to their retirement date (excluding six (6) days that can be retained for use and compensated for after retirement). This amount cannot exceed IRS regulations. If a NUE chooses this option, they need to submit a letter of intent to retire prior to April 1st of the year preceding the NUEs last year of service with the District for budgeting purposes.

(2) Once submitted, a letter of resignation may be withdrawn by a teacher only with permission of the Board of Education, upon submission of a written request by the teacher stating the reason(s) for the request to withdraw.

(3) If a teacher dies before receiving all of the lump sum bonus payments to which the teacher is entitled under this provision, the balance of the lump sum bonus remaining will be paid to the teacher's estate. Only the surviving spouse is eligible to receive the remaining health benefit entitled to the teacher at the time of their death.

## **ARTICLE VII - GENERAL NUE'S RIGHTS**

A. **Tenure Notification**

Probationary NUEs (except those involved in fair dismissal) will be notified, in writing, of the Superintendent's recommendation to the Board concerning tenure at least sixty (60) working days prior to the expiration of the probationary period.

B. **Coaching**

NUE participation in administratively approved co-curricular and inter-scholastic athletics will be voluntary. If there is no qualified volunteer NUE, a non-NUE will be sought. If there is no such person available, then a NUE may be assigned.

C. **Access to Buildings**

Association members will have access to the school buildings at times other than their regularly assigned working hours only for job-related activities and only in the area to which the NUE is regularly assigned. The Board will give the Association President three (3) keys to one exterior door of each main classroom building. The Association will keep a record of key use by NUEs to include the name of the employee and the date and time of receipt and return of a key. If any keys are lost or duplicated, the Association will reimburse the Board for the immediate replacement of the lock involved and new keys.

D. **Legal Representation**

Whenever a civil or criminal lawsuit is brought against a NUE by reason of alleged negligence or other act committed by the NUE within the scope of the NUE's employment and/or under direction of the Board of Education, the Board shall provide an attorney for the NUE and pay the attorneys fees and expenses necessarily incurred in the defense of the NUE, and save harmless the NUE from financial loss arising out of any such lawsuit; provided that the NUE shall deliver the summons, complaint, process, notice, demand or pleading to the Superintendent within ten (10) days of the NUE's receipt thereof.

E. **School Day**

(1) No NUE will be required to remain at his/her assigned area for more than seven hours after the time required to report for duty, except as follows: NUEs will be required to attend one (1) building level informational meeting (which will not be used for curriculum work) for up to a maximum length of forty-five (45) minutes per month (this

does not include Department Head meetings, Grade Level Team Leader meetings, or Team Coordinator meetings) and will begin ten (10) minutes after the buses for the first run have left the bus loop, or as soon thereafter as the employees are present. NUEs will be required to attend five (5) out of nine (9) District scheduled Professional Development meetings. The duration of these meetings will not exceed sixty (60) minutes and will begin ten (10) minutes after the buses for the first run have left the bus loop, or as soon thereafter as the employees are present. In addition to the aforementioned meetings, the Superintendent of Schools may schedule one (1) informational meeting per month, up to a maximum of sixty (60) minutes, as needed. Meetings scheduled by the Superintendent of Schools will be held at times convenient to both schools. In case of an emergency or crisis, the Superintendent of Schools and/or an administrator or supervisor may schedule an informational meeting with the appropriate staff.

(2) A teacher, keeping a student after regular hours of teacher attendance for either academic or disciplinary/behavioral issues, will provide supervision of the student up to the normally scheduled time for the second after school bus run to leave that building, not to exceed twenty (20) minutes.

(3) The normal work hours for school counselors shall be 8:00 a.m. to 4:00 p.m.

(4) Each NUE will have a duty free lunch period daily. For daily preparation, elementary teachers will have no less than forty-two (42) minutes during the teacher's day. So long as an 8-period day is in effect, secondary teachers will have two duty free preparation periods, and each elementary classroom teacher will have a block of 42 consecutive minutes daily during which the District will provide either:

(a) A teaching assistant to be utilized and planned for by the teacher,

OR

(b) The elementary classroom teacher's students will be taught by another teacher.

(c) Special area teachers (art, music, physical education & library) at the elementary level will have a minimum of 360 minutes of preparation time scheduled during each 5 day week with no less than 42 minutes per day. A special committee consisting of two (2) special area teachers, the Elementary Principal and the Superintendent will look into the feasibility of special area teachers being scheduled so as to receive no less than thirty minutes consecutive planning per day.

(d) Whenever possible, teachers will be asked to provide supervision of students in hallways during passing periods and at the end of the school day, during normal student attendance hours. This will help to ensure the safety of our students.

(e) The day before a Board approved scheduled vacation starts, all NUEs will be dismissed and may leave their respective building for the day as soon as the buses have left school grounds for the first departure run of the day.

(5) NUEs may be released by the Building Principal for school-sponsored extracurricular activities and inter-scholastic athletics at the close of the last teaching period.

(6) Future Considerations

Should events occur in the future which cause the District to change the 8-period day pattern (e.g., facility changes, bus run schedules, program mandates, time schedules) then the District and the Association shall meet to negotiate the impact on terms and conditions of employment.

F. Middle/High School Assignments

NUEs with four (4) academic assignments may, at the discretion of the District, be assigned two (2) study halls per day or other assignments as determined by the administration but will not be assigned more than 115 academic students. NUEs with five (5) academic assignments may, at the discretion of the District, be assigned one (1) study hall per day or other assignments as determined by the administration but will not be assigned more than 135 academic students. It is understood that the District will make a good faith effort to assign a teacher with five (5) academic assignments to a sixth assignment. NUEs with six (6) academic assignments will not be assigned a study hall or other assignment nor more than 150 students. NUEs may volunteer to accept a study hall in their room during their preparation period. For the purpose of this section, so long as science laboratories meet one-half of the days of the schedule rotation, each lab student will be counted as one-half (1/2) student.

G. Class Size

Everything administratively feasible will be done to maintain a ratio of 27 pupils per teacher at the elementary level. In the event that the average class size per grade level exceeds this figure, the elementary principal will discuss alternate patterns of student grouping with the teacher(s) involved. These discussions will consider such things as: the most efficient utilization of available space, the effect of multi-level instructional patterns, the most advantageous assignment of school monitor time, the presence of inclusion students, and any other item which may influence the ability of the District to provide an efficient and effective instructional program for students.

H. Planning and Research

Every reasonable effort will be made to encourage NUEs to improve their instruction by conducting research and by investigating new potential sources of education services and materials. NUEs will be encouraged to plan, develop and evaluate experimental teaching methods and curriculum materials consistent with the required course of study.

I. Chaperones

If at all practicable or administratively feasible, chaperones for school-sponsored

activities will be NUEs. If a sufficient number of NUEs is not available, persons who are not NUEs may be utilized.

J. In-Service Training

A program of in-service training will be maintained by the Board. To begin on July 1, 1993, in-service credit will accrue at the rate of one (1) salary credit per fifteen (15) hours accumulated in-service training. Teachers will be responsible for any fee incurred in taking in-service credit and will have written approval from the Superintendent prior to actual enrollment. Salary credit for courses taken previous to July 1, 1976 will be compensated in a manner consistent with the salary schedule.

K. Substitute Teachers

A substitute teacher will be provided whenever a NUE who meets regularly scheduled classes is absent for a whole or partial day. NUEs may be used as substitutes only in case of an emergency which arises during the school day.

L. Equipment and Supplies

(1) Each NUE will be consulted concerning the replacement, deletion or addition of all requisition items in his/her assignment. NUEs will be notified of the disposition of their requisitions in the District budget at least thirty (30) days prior to the budget submission date. Should the budget be defeated, NUEs will be notified in advance as to changes incorporated in the new proposed budget with respect to equipment and supplies.

(2) NUEs will have unlimited use of the District's educational equipment only for the purpose of performing job-related work. NUEs will sign out with the Building Principal before removing any equipment. NUEs removing equipment from the building will be financially responsible for any loss or damage to said equipment.

M. Personnel Files

Each NUE has the right to review and copy the contents of his/her complete personnel file. A NUE may have a representative of the Association present during such review. A NUE must be given a copy of any document to be placed in his/her personnel folder not less than five (5) days before it is placed in the folder. If a NUE disagrees with or takes exception to any entry contained in his/her personnel folder, the NUE may file a written statement with copies to all concerned parties. Such statements will become an attachment to the said entry and will become a permanent part of the personnel record of the NUE. Initial job recommendations will be maintained in a separate file. When material derogatory to a unit member's job performance, conduct or character is put into the unit member's personnel file, the unit member will receive a copy of it and the unit member will sign and date the following statement, which will appear at the end of the document:

I acknowledge that on \_\_\_\_\_ I received a copy of this document.  
My signature does not indicate agreement with the contents of the document.

\_\_\_\_\_  
WEA Employee's Signature

- N. Non-Teaching Duties  
The Board and Association agree to work together during the term of this Agreement in an effort to reduce the volume of non-teaching duties required of teachers.
- O. Summer Curriculum Days  
One hundred twenty (120) summer curriculum days for the District will be compensated at \$100 per day (the length of the summer curriculum day is six (6) hours).
- P. Release Time for Inclusion Planning  
The District will provide a substitute teacher, one for the regular education teacher and one for the special education teacher, for one-half day per month per teacher for the purpose of planning for an Inclusion Child. The District will provide inclusion training on a voluntary basis to all teachers. Teachers will not be asked to perform routine hygiene health services that may be required to take care of any Inclusion Child.
- Q. Probationary Teachers  
Probationary NUEs should attend selected in-service programs such as Elements of Instruction, Cooperative Learning, Disciplining Differently as determined by the District.

#### **ARTICLE VIII - ASSOCIATION RIGHTS**

- A. NUE Information - Seniority  
By September 10 of each year the Superintendent of Schools or his/her designee will provide the Association with the following information for each NUE: Name; tenure area of current assignment; date employee began to work for District; dates of any period when employee was on unpaid leave of absence; date of probationary appointment of Board; dates of any period of regular substitute service; dates of any period of part-time service; and, certification areas on file with the District. The Superintendent of Schools or his/her designee will provide the Association the same information for each new NUE hired during the life of this Agreement. The Superintendent of Schools or his/her designee will also provide the Association with the list of the names and positions of newly hired NUEs upon the commencement of their employment.
- B. Board and District Information  
Upon request, the Board will provide the Association available information, statistics and records which are relevant to negotiations or necessary for the proper administration or enforcement of this Agreement. A copy of the minutes of Board meetings will be sent to the Association President. Whenever an agenda is prepared in advance of Board meetings, a copy will be provided the Association President. The Board and the Association agree to meet as the need may rise during the term of this Agreement to discuss matters of mutual concern.
- C. Association Activities  
On two (2) days each school year, the Board will allow teachers to be dismissed at 3:00 p.m. to permit members of the Association to attend regular Association activities. The dates will be determined by the Superintendent and the Association President.

D. Use of Facilities and Equipment

The Association has the right to use equipment, supplies and communication facilities of the District. The Association will reimburse the District for all supplies used. The public address system will not be used during the student day. The Association has the right to use school buildings for the purpose of conducting business at times coordinated with the Building Principal.

E. Use of Superintendent Conference Days

The Central Study Committee will develop plans for the use of all Superintendent's Conference Days.

F. Unused Emergency Days

The use of unused emergency days will be determined by the Central Study Committee and approved by the Board.

G. Notification of Professional Vacancies

(1) Any professional NUE vacancy will be posted in both schools, in the following areas/sites: offices, faculty rooms, and on the District's Web Page, for at least ten (10) days prior to the close of applications. In addition to the building postings, the President of the Association will receive a copy of all notices.

(2) In making appointments to fill NUE vacancies, when all other qualifications are equal, the Warsaw NUE will receive preference.

H. Professional Leave - President

Professional leave totaling four (4) days for Association activities will be granted to the Association President or his delegated representative. Normal expenses, including the substitute teacher's salary, will be paid by the Association.

### **ARTICLE IX - NUE'S DUTIES**

A. Open House

Each NUE will attend the annual Open House. Student attendance will be for a half-day on the day of the Open House. Teachers will be expected to work in their rooms until the end of the regularly scheduled day. Each NUE recognizes that it is a part of the NUE's responsibility to be available beyond the normal work day to meet with parents.

B. School Day

The Administration may establish the starting and ending times of the NUE work day (previously 8:10 a.m. and 3:10 p.m. respectively) provided that the NUE work day shall not exceed seven (7) hours and that the NUE work day shall be the same for all NUEs in a building. The starting time for each building will fall between 7:50 a.m. and 8:30 a.m. From the close of the last period of the day until the end of the teacher work day, all NUEs will be available to assist students or will otherwise use this time for activities directly related to their classroom instruction.

C. Student Discipline

Administrators and NUEs will adhere more strictly to Board Policy 515 as developed by the Central Study Committee and adopted by the Board of Education. This policy will remain in effect for the period of this contract unless the Board first discusses any proposed changes with the Association.

D. Department Heads, Team Leaders and Team Coordinators

A Department Head will be appointed in the following subject matter areas: English and Reading, Social Studies, Science, Mathematics, 6-12 Special Education/Related Services, Foreign Language, Physical Education and Health, Fine Arts (which should include Music and Art or just Music depending upon need as determined by the District) and Vocational Studies (which includes Business, Family & Consumer Science, and Technology). Team Coordinators will be appointed for grades 6, 7, and 8. Team Leaders will be appointed for grades K, 1, 2, 3, 4, and 5. In addition one Team Leader will be appointed for Elementary Special Area teachers and one Team Leader will be appointed for K-5 Special Education/Related Services and one Team Leader will be appointed for K-5 Special Programs (this area includes AIS, Gifted & Talented/Enrichment, and Title Services). Appointments of Department Heads, Team Leaders, and Team Coordinators for a one-year period will be made prior to July 1 of each year. These appointments may be on a rotating basis.

## ARTICLE X - NUE EVALUATION

A. NUE's Rights

The administration will evaluate NUEs in accordance with the Professional Development Plan/Annual Professional Performance Review document (PDP/APPR) as approved and/or amended by the Board of Education. The PDP/APPR will be used in the evaluation process. The Central Study Committee will work on suggested language and/or procedural changes to the PDP/APPR. In the evaluation process, the NUE will have the following rights: (1) to know how well he or she is performing the duties and responsibilities of his or her position; (2) to know the areas in which improvement is needed; (3) to have candid appraisal of his or her work; (4) to discuss the evaluation reports with the administrator; and (5) to seek and receive supervisory assistance when needed.

B. Mentorship Program

The District will provide a Mentorship Program. The guidelines of this program will be provided in the District's Mentorship Program Plan. The stipend for approved Formal Mentors and for approved Informal Mentors assigned two (2) mentees will be \$600. The stipend for approved Informal Mentors assigned one (1) mentee will be \$300.

C. Observations

The first and second year non-tenured NUE will be observed at least three (3) times per year, at least one of which will be during the first semester. No more than one observation will be conducted on the same day and subsequent observations will not be scheduled until at least five (5) school days after the post-observation meeting from the

previous observation has occurred. In addition to supervisory help, the NUE may ask for evaluation and help from an Association Evaluation Committee and from an expert of the Committee's choice. A non-tenured NUE's request for one additional lesson evaluation in a school year will be honored. If a tenured NUE has had only one lesson evaluation in a school year, his/her request for a second lesson evaluation will be honored. Tenured NUEs will be observed at the discretion of the supervisory staff in accordance with the Professional Development Plan/Annual Professional Performance Review document.

D. Notice of Performance

By March 1 of each year, a non-tenured NUE will receive from the Superintendent written notice that his/her performance to date has been either satisfactory or requires improvement. When the NUE requires improvement, the specific areas or items in need of improvement will be detailed in the notice.

E. Post Observation Conference

A conference will be held no later than five (5) working days after the observation, at which time a written report of the observation and evaluation will be discussed by the evaluator and NUE. The written report will pertain only to what occurred during the observation. A NUE's self-evaluation of the lesson may be attached and placed in the NUE's file. The final written report, including all comments from both evaluator and NUE, will be completed within ten (10) days of the evaluation, signed and dated by both parties.

F. Restrictions on Methods of Observation

All monitoring or observation of the work performance will be conducted openly, with full knowledge of the NUE. The use of public address or audio systems and similar surveillance devices will not be used for this purpose.

G. Fair Dismissal Procedure

When the Superintendent considers that a non-tenured NUE may have to be dismissed for incompetent classroom performance, the Superintendent will notify the NUE in writing that he/she will be observed and evaluated under this fair dismissal procedure. Such notice may be given at any time after the employee's classroom performance has been observed once. The NUE who has been so notified is entitled to observations by the Superintendent as well as the Building Principal. If the Superintendent recommends such NUE be dismissed, the employee has the right to appear before the Board and make a personal statement before the Board acts upon the Superintendent's recommendation. The appearance and any statement of the NUE will be given in executive session. The Board will allow two (2) persons of the NUE's choice to be present to witness the statement. The Board's decision is final and not subject to the grievance procedure.

## **ARTICLE XI - GRIEVANCE PROCEDURE**

An effort will be made to resolve issues of concern (by either party) within the context of the Central Study Committee or Building Committee, as appropriate, before resorting to the formal grievance procedure.

A. Definitions

- (1) A "grievance" is a claim by any NUE or group of NUEs that there exists a violation, misinterpretation, or inequitable application of this Agreement, or condition affecting their welfare or terms and conditions of employment.
- (2) "Supervisory Officer" means any principal, assistant to the principal, or other administrative or supervisory person responsible for the area in which the alleged grievance arises, except the Superintendent.
- (3) "Aggrieved party" or "grievant" means any NUE or group of NUEs in the negotiation unit filing a grievance.
- (4) "Party in interest" means the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.
- (5) "Grievance Committee" is the committee created and constituted by the Association.
- (6) "Hearing Officer" means any individual or board charged with the duty of rendering decisions at any stage of the grievance procedure.

B. Contents of Grievance

All grievances will include the name and position of the aggrieved party, the time and place where the alleged events or condition affecting their welfare or terms and conditions of employment constituting the grievance existed or occurred, the identity of the party responsible for the causing of said events, conditions or occurrences, if known to the aggrieved party, the paragraph(s) of this Agreement alleged to have been violated, and a general statement of the nature of the grievance and the redress sought by the aggrieved party. A written grievance will be presented on the form set forth in Appendix C of this Agreement.

C. Form of Decision

Except for informal decisions at Stage 1, all decisions will be rendered in writing setting forth the findings of fact, conclusions and supporting reasons therefor. Each decision will be promptly transmitted to the aggrieved party, the Board and the Association.

D. General Rules

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

(2) An aggrieved party and any party in interest will have the right at all stages of a grievance to confront and cross-examine all witnesses called, to testify and to call witnesses, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.

(3) No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or any member of the administration or by the Association against the aggrieved party, any party in interest, any member of the Grievance Committee or any

other participant in the grievance procedure, or any other person by reason of such grievance or participation therein.

(4) All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

(5) This procedure may be varied only upon the mutual consent of the Board and the Association and the time limits hereinafter specified for either party may be extended only by mutual agreement.

E. NUE's Rights

(1) If a grievance affects a group of NUEs it may be submitted directly at Stage 2.

(2) The Board and the Association will facilitate any investigations which may be required and will make available any and all material and relevant documents, communications and records concerning the alleged grievance. Grievances will be processed as rapidly as possible, every effort being made by all concerned to expedite the grievance process.

(3) Nothing contained herein will be construed as limiting the rights of any NUE having a grievance to discuss the matter informally with any appropriate supervisory officer and of having the grievance informally adjusted without the intervention of the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given an opportunity to be present at any such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, such adjustment will be binding upon the aggrieved party and will in all respects be final with respect to that grievance, but said adjustment will not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.

(4) The existence of the procedure hereby established will not be deemed to require any NUE to pursue the remedy herein provided to the exclusion of any other remedies available in any other forum.

F. Official Record

The Superintendent is responsible for accumulating and maintaining an official grievance record which will 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 stages and all written decisions. The official grievance record will be available for inspection or copying by the aggrieved party, Grievance Committee, the Board and the Association, but will not be deemed public record.

G. Time Limitations

(1) No grievance will be brought under this article unless the grievance is forwarded, at the first available stages within thirty (30) school days after the NUE or group of NUEs

knew of the occurrence or condition upon which the grievance is based.

(2) 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 will be barred.

(3) Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, the Grievance Committee, and the Association within the specified time limit will permit the lodging of an appeal at the next stage of the procedure within the time limit which should have been allotted had the decision been communicated by the final day.

H. Stage One - Supervisory Officer

(1) Within thirty (30) school days after the occurrence of a grievance, any NUE may discuss the manner informally with his Supervisory Officer in an attempt to settle the grievance.

(2) Alternately, the aggrieved party may submit this grievance to the Grievance Committee of the Association, which, if determined the grievance is a valid one, will present it in writing to the Supervisory Officer within the time limit specified above.

(3) The Supervisory Officer will inform the aggrieved party or the Grievance Committee of his/her decision, in writing, within ten (10) school days after the grievance was presented.

I. Stage Two - Superintendent

(1) If the aggrieved party disagrees with the disposition of his/her grievance at Stage One, he/she will, within five (5) school days, present the grievance to the Association's Grievance Committee for its consideration. If the Grievance Committee determines that the NUE has a meritorious grievance, it will then file a written appeal of the decision at Stage One with the Superintendent within fifteen (15) school days after the notice of the decision. A copy of the written decision at Stage One will be submitted with the appeal.

(2) Within ten (10) school days after receipt of the appeal, the Superintendent, or his duly authorized representative, will hold a hearing with the aggrieved party and up to four (4) representatives designated by the Superintendent and up to four (4) representatives designated by the Association for the purpose of resolving the grievance.

(3) The Superintendent will render a decision in writing to the aggrieved party and to the Grievance Committee within ten (10) school days after the conclusion of the hearing.

J. Stage Three - Board

(1) If the aggrieved party and the Association disagree with the decision at Stage Two, the Grievance Committee will file an appeal, in writing, with the Board within fifteen (15) school days after receiving the decision at Stage Two. The official grievance record maintained by the Superintendent will be available for the use of the Board.

- (2) Within ten (10) school days after the receipt of the appeal, the Board will notify the aggrieved party and the Association President whether or not, in its discretion, the Board chooses to hold a hearing.
- (3) If the Board determines no hearing is necessary, it will render a decision in writing within twenty (20) school days after receipt of the appeal and will provide a copy to the aggrieved party and the Association President.
- (4) If the Board determines a hearing is necessary, it will be held within twenty (20) school days after receipt of the appeal. This hearing will be held in executive session with the aggrieved party, up to two (2) representatives designated by the Superintendent and up to two (2) representatives designated by the Association.
- (5) Within ten (10) school days after the conclusion of the hearing, the Board will render a decision in writing and will provide a copy to the aggrieved party, the Grievance Committee, and the Association President.

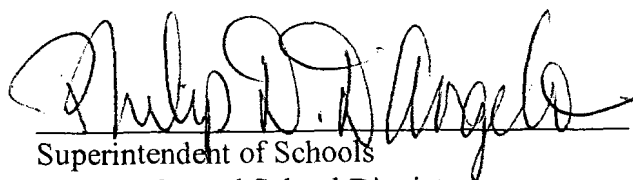
K. Arbitration

- (1) If the aggrieved party and the Association are not satisfied with the decision at Stage Three, and the Association determines that the grievance is meritorious and that further procedure is needed, it may submit the grievance to arbitration by written notice to the Board within fifteen (15) school days of the decision at Stage Three.
- (2) Within five (5) school days after such written notice of submission to arbitration, the Board and the Association, or either of them, will request that an impartial arbitrator from the American Arbitration Association be selected in accordance with the rules and procedures of the American Arbitration Association which are applicable to all proceedings herein. The arbitrator will hold hearings promptly and will issue his decision, in writing, not later than thirty (30) calendar days from the date of the close of the hearings and will set forth his findings of fact, reasonings and conclusions on the issues. The arbitrator will 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.
- (3) The decision of the arbitrator will be final and binding on all the parties.
- (4) All costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board and the Association.

AGREEMENT

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 ADDITIONAL FUNDS THEREFOR, WILL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL.

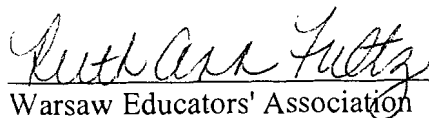
IN WITNESS WHEREOF, the authorized representatives of the parties have signed their names below on the 22nd day of JUNE, 2005.



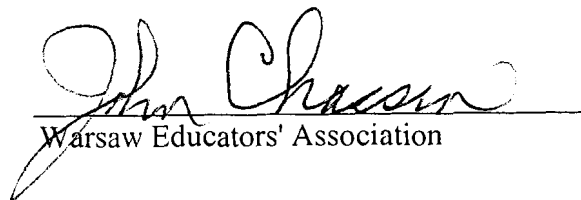
Superintendent of Schools  
Warsaw Central School District



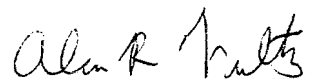
Chairperson, Negotiations Committee  
Warsaw Educators' Association



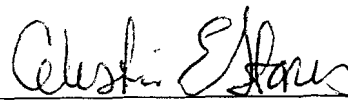
Warsaw Educators' Association



Warsaw Educators' Association



Warsaw Educators' Association



Warsaw Educators' Association

**APPENDIX A – NUE Salaries**

<b>STEP</b>	<b>2005-2006</b>	<b>2006-2007</b>	<b>2007-2008</b>
1	\$31,500	\$31,800	\$32,100
2	\$32,085	\$32,729	\$33,040
3	\$33,048	\$33,336	\$34,005
4	\$34,026	\$34,337	\$34,636
5	\$34,971	\$35,353	\$35,676
6	\$35,847	\$36,335	\$36,732
7	\$36,781	\$37,245	\$37,752
8	\$37,611	\$38,215	\$38,698
9	\$38,154	\$39,078	\$39,705
10	\$39,379	\$39,642	\$40,602
11	\$41,159	\$40,915	\$41,188
12	\$42,392	\$42,764	\$42,511
13	\$43,622	\$44,045	\$44,432
14	\$44,759	\$45,323	\$45,763

Each NUE beyond Step 14 will receive the following percentage raise: for 2005-06 they will receive 3.5%; for 2006-07 they will receive 3.9%; and for 2007-08 they will receive 3.9%. These percentage increases are based on the base salary from the previous year of service.

**APPENDIX B – Extracurricular Assignments/Stipends**

Used when the Board of Education authorizes the programs in which the following stipend positions exist:

<b>EXTRACURRICULAR ASSIGNMENTS</b>	<b>2005-06</b>	<b>2006-07</b>	<b>2007-08</b>
High School Marching Band (4 performances per year in uniform other than concerts)	\$1,638	\$1,702	\$1,768
High School Music – Instrumental	\$1,638	\$1,702	\$1,768
High School Music – Vocal	\$1,638	\$1,702	\$1,768
Elementary Music – Instrumental	\$677	\$703	\$730
Elementary Music – Vocal	\$1,004	\$1,043	\$1,084
High School Yearbook – Editor	\$2,044	\$2,124	\$2,207
High School Yearbook – Business Manager	\$2,044	\$2,120	\$2,202
Elementary Yearbook	\$ 803	\$ 834	\$ 867
Senior Class Advisor	\$1,602	\$1,664	\$1,729
Junior Class Advisor	\$747	\$776	\$806
Sophomore Class Advisor	\$747	\$776	\$806
Freshman Class Advisor	\$747	\$776	\$806
8th Grade Class Advisor	\$395	\$410	\$426
7th Grade Class Advisor	\$395	\$410	\$426
6th Grade Class Advisor	\$395	\$410	\$426
Student Council Advisor	\$1,602	\$1,664	\$1,729
Elementary Student Council	\$1,148	\$1,193	\$1,240
National Honor Society Advisor	\$ 546	\$ 567	\$ 589
Jr. National Honor Society Advisor	\$ 482	\$ 501	\$ 521
Drama – Play Director (per play with 2 play maximum)	\$1,148	\$1,193	\$1,240
Assistant Drama – Play Director (per play with 2 play maximum)	\$ 573	\$ 595	\$ 618
French Club Advisor	\$791	\$822	\$854
Spanish Club Advisor	\$791	\$822	\$854
High School Technology Club	\$791	\$822	\$854
Rocket Club	\$791	\$822	\$854
FCCLA	\$791	\$822	\$854
Model UN	\$791	\$822	\$854
Pagerturners (up to three (3) advisor positions)	\$791	\$822	\$854
Odyssey of the Mind (up to three (3) advisor positions)	\$791	\$822	\$854
Chaperones (per event)	\$50	\$50	\$50
Math Competition Advisor (per event)	\$60	\$62	\$65
Ski Club Advisor (per event)	\$60	\$62	\$65
Brainstormers	\$60	\$62	\$65
Department Heads & Team Leaders	\$1,953	\$2,029	\$2,108
6th, 7th & 8th Grade Team Coordinators	\$1,953	\$2,029	\$2,108
Elementary Science Mentor (K-6)	\$1,953	\$2,029	\$2,108
Reading Coordinator	\$1,953	\$2,029	\$2,108

**APPENDIX B (continued)**

	<b>2005-06</b>	<b>2006-07</b>	<b>2007-08</b>
<b>FALL SPORTS</b>			
Boys' Football Head Varsity Coach	\$3,336	\$3,466	\$3,601
Boys' Football Assistant Varsity Coach	\$2,963	\$3,079	\$3,199
Boys' Football Junior Varsity Coach	\$2,963	\$3,079	\$3,199
Boys' Football Modified Coach	\$2,075	\$2,156	\$2,240
Boys' Soccer Head Varsity Coach	\$3,336	\$3,466	\$3,601
Boys' Soccer Assistant Varsity Coach	\$2,963	\$3,079	\$3,199
Boys' Soccer Junior Varsity Coach	\$2,963	\$3,079	\$3,199
Boys' Soccer Modified Coach	\$2,075	\$2,156	\$2,240
Girls' Soccer Head Varsity Coach	\$3,336	\$3,466	\$3,601
Girls' Soccer Assistant Varsity Coach	\$2,963	\$3,079	\$3,199
Girls' Soccer Junior Varsity Coach	\$2,963	\$3,079	\$3,199
Girls' Soccer Modified Coach	\$2,075	\$2,156	\$2,240
Girls' Volleyball Head Varsity Coach	\$3,336	\$3,466	\$3,601
Girls' Volleyball Junior Varsity Coach	\$2,963	\$3,079	\$3,199
Girls' Volleyball Modified Coach	\$2,075	\$2,156	\$2,240
Girls' Cheerleading Head Coach	\$3,336	\$3,466	\$3,601
<b>WINTER SPORTS</b>			
Boys' Basketball Head Varsity Coach	\$5,132	\$5,332	\$5,540
Boys' Basketball Assistant Varsity Coach	\$4,736	\$4,921	\$5,113
Boys' Basketball Junior Varsity Coach	\$4,736	\$4,921	\$5,113
Boys' Basketball Modified Coach	\$2,963	\$3,079	\$3,199
Boys' Wrestling Head Varsity Coach	\$5,132	\$5,332	\$5,540
Boys' Wrestling Junior Varsity Coach	\$4,736	\$4,921	\$5,113
Boys' Wrestling Modified Coach	\$2,963	\$3,079	\$3,199
Girls' Basketball Head Varsity Coach	\$5,132	\$5,332	\$5,540
Girls' Basketball Assistant Varsity Coach	\$4,736	\$4,921	\$5,113
Girls' Basketball Junior Varsity Coach	\$4,736	\$4,921	\$5,113
Girls' Basketball Modified Coach	\$2,963	\$3,079	\$3,199
Girls' Cheerleading Head Coach	\$5,132	\$5,332	\$5,540
Girls' Cheerleading Junior Varsity Coach	\$4,736	\$4,921	\$5,113
Girls' & Boys' 5 <sup>th</sup> & 6 <sup>th</sup> Grade Intramurals	\$ 790	\$ 821	\$ 853
<b>SPRING SPORTS</b>			
Boys' Track Head Varsity Coach	\$3,336	\$3,466	\$3,601
Boys' Track Assistant Varsity Coach	\$2,963	\$3,079	\$3,199
Boys' Track Modified Coach	\$2,667	\$2,771	\$2,879
Boys' Tennis Head Varsity Coach	\$3,336	\$3,466	\$3,601
Boys' Tennis Junior Varsity Coach	\$2,963	\$3,079	\$3,199
Boys' Tennis Modified Coach	\$2,667	\$2,771	\$2,879
Boys' Baseball Head Varsity Coach	\$3,336	\$3,466	\$3,601
Boys' Baseball Junior Varsity Coach	\$2,963	\$3,079	\$3,199
Boys' Baseball Modified Coach	\$2,667	\$2,771	\$2,879
Girls' Track Head Varsity Coach	\$3,336	\$3,466	\$3,601
Girls' Track Assistant Varsity Coach	\$2,963	\$3,079	\$3,199
Girls' Track Modified Coach	\$2,667	\$2,771	\$2,879
Girls' Softball Head Varsity Coach	\$3,336	\$3,466	\$3,601
Girls' Softball Junior Varsity Coach	\$2,963	\$3,079	\$3,199
Girls' Softball Modified Coach	\$2,667	\$2,771	\$2,879
Golf Head Coach	\$3,336	\$3,466	\$3,601
Golf Assistant Coach	\$2,963	\$3,079	\$3,199
<b>Director of Athletics</b>	\$5,560	\$5,777	\$6,002

(1) After receiving input from the Athletic Director and Superintendent of Schools, the Board of Education will determine which of the above positions will be filled and the number of coaches to be appointed for each sport (e.g., whether there shall be one or two assistant coaches in a given sport). Where more than one person is appointed to a coaching position, each person so appointed shall receive the stated stipend, unless agreed by the Board and the Association. The same rules also apply to extra-curricular positions.

(2) An attempt will be made to fill positions within a season by separate persons.

(3) Persons will be paid only for positions to which they have been appointed by the Board.

(4) Additional coaching positions will be presented, with justification by the Athletic Director, to the Board for consideration. Additional positions may be added only by Board action.

(5) There will be five (5) extra-curricular activity positions, each of which shall be paid: \$703 effective 7/1/05; \$730 effective 7/1/06; and \$758 effective 7/1/07. Each extra-curricular activity position is a six-week block or the equivalent of 18-24 meetings. A proposal for an extra-curricular activity position must be submitted to the Principal. If the Principal recommends the activity, his recommendation will be forwarded to the Superintendent. If the Superintendent recommends it, his recommendation will be submitted to the Board of Education for final determination. Intramural athletic proposals first go to the Athletic Director in the spring of each year at budget time.

**APPENDIX C – Grievance Form**

To: \_\_\_\_\_ (Supervisor's Name)

1. Who is grieving: Name \_\_\_\_\_  
Grade or Subject \_\_\_\_\_ Building \_\_\_\_\_

2. What the District did or failed to do that the grievant(s) object to.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Date on which occurrence took place \_\_\_\_\_

4. Paragraph(s) of the Agreement violated by the District's action or failure to act.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Action the grievant(s) believe the District should take to remedy the foregoing situation.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. I grieved this in written form to my above supervisor on (date) \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature Date Submitted

\*If there is more than one grievant, the same information must be listed and each must sign on the attached sheet.

**Note: For District Use Only**

1. Date of occurrence out of which the grievance arose \_\_\_\_\_

2. Date written grievance given to supervisor \_\_\_\_\_

3. Date supervisor gave written answer at Step One \_\_\_\_\_

4. Date written grievance received by supervisor \_\_\_\_\_

5. Date of Step One written answer (copy attached) \_\_\_\_\_

6. Date written appeal received by Superintendent (copy attached) \_\_\_\_\_

7. Date of Step Two meeting, if any \_\_\_\_\_

8. Date of Step Two answer (copy attached) \_\_\_\_\_

9. Date of written appeal to Board (copy attached) \_\_\_\_\_

10. Date of Step Three meeting, if any \_\_\_\_\_

11. Date of Board's answer (copy attached) \_\_\_\_\_

12. Date of written appeal to arbitration (copy attached) \_\_\_\_\_

