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TA/5096

# Agreement

between the  
SUPERINTENDENT OF SCHOOLS  
of the  
GENEVA CITY SCHOOL DISTRICT  
and the  
GENEVA TEACHERS ASSOCIATION  
for the  
INSTRUCTIONAL NEGOTIATING UNIT  
for  
School Years

7/1  
2003-2004  
2004-2005  
2005-2006  
2006-2007  
2007-2008  
2008-2009  
2009-2010  
2010-2011  
2011-2012 6/30

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NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

296  
employee

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## PREAMBLE

This Agreement entered into by and between Chief Executive Officer of the Board of Education of the Geneva City School District, hereafter called the "District," and the Geneva Teachers Association, hereafter called the "Association."

## WITNESSETH

Whereas, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

## ARTICLE I

### Recognition

The District, pursuant to the procedures as outlined in Article 14 of the Civil Service Law, entitled the "Public Employees Fair Employment Act," has recognized the Geneva Teachers Association as the sole and exclusive agent for all employees in the instructional negotiating unit including the school psychologists, hereafter called "Members," for the purpose of negotiations under the Public Employees Fair Employment Act.


## ARTICLE II

### Academic and Individual Freedom

- A. Subject to the legal powers and obligations of the District, academic freedom shall be guaranteed to Members and no special limitations shall be placed upon studying, investigating, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world, and other branches of learning subject to accepted standards of professional educational responsibility.
- B. The private and personal life of Members is not within the appropriate concern or attention of the District except as it may interfere with the Member's responsibilities to and relationships with students and/or the School System and/or impair his ability to fulfill his duties.

## ARTICLE III

### Notice of Vacancies and Transfers

- A. The practice of notification of vacancies will continue. In the case of vacancies occurring during the summer vacation, the notice shall be posted in the administrative offices of the Geneva City School District and a copy thereof shall be sent to the Association and to any member who has expressed an interest in the area. In filling vacancies, primary consideration shall be given to qualified applicants from within the Unit.
-  B. On or before September 30 of each school year, the Association will receive a list showing the names of all teachers who have been hired, reassigned, transferred or promoted. The list will include the names and addresses of each new teacher hired for the upcoming school year.
- C. When the Superintendent determines that it is necessary to transfer Unit members, the members affected shall be given prior notice with reasons for the transfer. In the event any member objects to the transfer, the Superintendent or designee will meet with the member and/or the Association representative to discuss the transfer. If a mutually satisfactory solution to the member's objections are not reached, the decision of the Superintendent shall be final. No Unit member shall be transferred out of his/her certification or tenure area without prior written consent.
- D. Notice of transfer, including transfers from one building to another or as the result of a reorganization within a tenure area, shall be given as soon as practical once the District

determines the need for such transfers but normally not later than May 1 with the exception when transfers are necessitated by resignations, deaths, or terminations of employment occurring after that date.

- E. Unit members may request a voluntary transfer to vacant Unit positions for which they are qualified. The request for a voluntary transfer will be honored to the extent that it does not conflict with instructional requirements and the best interests of the School District as determined by the Superintendent. In the event a voluntary transfer is denied, the member will be notified and the Superintendent or designee will meet upon request with the member and/or Association representative to discuss the denial. If a mutually satisfactory solution is not reached, the decision of the Superintendent shall be final.
- A. The District will provide notice of unit vacancies as follows:
  - 1. In each school and in the District Office;
  - 2. As a courtesy, by email;
  - 3. To the Association President; and
  - 4. To any unit member who has expressed an interest in writing as to the vacancy.
- B. A teacher who is interested in any potential vacancy which might occur in his/her tenure and certification area shall advise the District by filing a written notice about such interest. The notice of interest shall be dated and state which position the teacher desires. The District shall, in writing, indicate its receipt of the teacher's notice.
- C. In the event a job vacancy occurs, a District representative will meet with the teacher or teachers who have filed a notice of interest in that specific job. Such preliminary meeting or meetings with the teacher or teachers will be conducted prior to interviewing applicants who are not in the bargaining unit.
- D. In filling vacancies, primary consideration shall be given to qualified applicants from within the Unit (from 2003-06 Agreement, Article III, Section A., last sentence). After the preliminary meeting or meetings as set forth above is or are completed, the District at its sole discretion, may:
  - a. Award the position to a teacher who has filed a notice of interest, or;
  - b. Process the teacher or teachers for further consideration and interviews along with individuals who are not in the bargaining unit.

The selection of the candidate for the position shall be at the final discretion of the Superintendent.
- E. On or before September 30 of each school year, the Association will receive a list showing the names of all teachers who have been hired, reassigned, transferred or promoted. The list will include the names and addresses of each new teacher hired for the upcoming school year.

- F. When the Superintendent determines that it is necessary to transfer Unit members, the members affected shall be given prior notice with reasons for the transfer. In the event any member objects to the transfer, the Superintendent or designee will meet with the member and/or the Association representative to discuss the transfer. If a mutually satisfactory solution to the member's objections are not reached, the decision of the Superintendent shall be final. No Unit member shall be transferred out of his/her certification or tenure area without prior written consent.
- G. Notice of transfer, including transfers from one building to another or as the result of a reorganization within a tenure area, shall be given as soon as practical once the District determines the need for such transfers but normally not later than May 1 with the exception when transfers are necessitated by resignations, deaths, or terminations of employment occurring after that date.
- H. Unit members may request a voluntary transfer to vacant Unit positions for which they are qualified. The request for a voluntary transfer will be honored to the extent that it does not conflict with instructional requirements and the best interests of the School District as determined by the Superintendent. In the event a voluntary transfer is denied, the member will be notified and the Superintendent or designee will meet upon request with the member and/or Association representative to discuss the denial. If a mutually satisfactory solution is not reached, the decision of the Superintendent shall be final.

I. FILLING EXTRA CURRICULAR POSITIONS (ALSO KNOWN AS EXTRA DUTY POSITIONS)

1. In filling vacancies in extra curricular positions, primary consideration shall be given to qualified applicants from within the Unit.
2. A teacher who is interested in a potential extra curricular position shall advise the District by filing a written notice about such interest. The notice of interest shall be dated and state which position the teacher desires.
3. The District shall, in writing, indicate its receipt of the teacher's notice of interest.
4. In the event an extra curricular position occurs, a District representative will meet with the teacher or teachers who have filed a notice of interest in that specific job. Such preliminary meeting or meetings with the teacher or teachers will be conducted prior to interviewing applicants who are not in the bargaining unit.
5. After the preliminary meeting or meetings as set forth above is or are completed, the District at its sole discretion, may:

- a. Award the position to a teacher who has filed notice of interest, or;
  - b. Process the teacher or teachers for further consideration and interviews along with individuals who are not in the bargaining unit.
6. The selection of the candidate for the position shall be at the final discretion of the Superintendent.

#### ARTICLE IV

##### Schedules & Reimbursement of Members Required To Travel

- A. In arranging schedules for Members who are assigned to more than one school, an effort will be made to limit the amount of interschool travel. Such Members will be notified of any changes in their schedules as soon as possible.
- B. All Members who are required to travel, other than from home to school and from school to home, in connection with their duty, will be paid mileage at the rate established by the Internal Revenue Service as of each preceding June 1, plus the cost of necessary tolls and upon approved voucher.
- C. Members who are assigned to more than one building will not be required to use duty free lunch or preparation periods to travel between buildings. Individual travel times are to be worked out with the Building Principal.

#### ARTICLE V

##### Non-Teaching Duties

- A. The District and the Association acknowledge that the primary responsibility of Members is to educate children and that their energies should, to the maximum extent possible, be utilized to this end. It is agreed that non- instructional duties will be minimized and eliminated as practicable.
- B. Clerical services, to include typing, master production and copying will be provided Members. Members are encouraged to use the service and are expected to provide the clerical staff with reasonable lead time so that most efficient use of time, materials, and equipment may be assured.
- C. A Member shall not be required to drive any vehicle to transport pupils. Members may ask or be asked to drive district-owned vehicles to transport pupils to activities which take place away from school buildings.

#### ARTICLE VI

##### Health Insurance



- A. Within a reasonable period of time after the approval of this agreement by both the Board of Education and the Association, the District will seek to offer unit members the opportunity to enroll in the Non-Monroe County Municipal School District health care plan called Blue Point 2 with a \$15 doctor visit employee co-pay and a \$5 generic/\$20 preferred brand name/ \$35 non-preferred brand name drug plan. The District shall assume ninety percent (90%) of the total cost of group health insurance for the 2003-2004, 2004-2005, and 2005-2006 and 2006-07 school years. (Each unit member shall contribute ten percent (10%) toward the cost of the health care insurance premium). 2007-08 School Year. See language contained in 2003-06 Agreement and the additional language on health insurance contained in the 2006-07 Agreement.
- B. Group Health Insurance shall be under the "Rochester Plan" and shall include the following:

Under Age 65 (Employees and Retirees)

120 Blue Cross  
Blue Shield Surgical-Medical  
Blue Million Preferred Plan  
Full Hospital Out Patient  
Consultations  
Lesion Rider  
Emergency First Aid  
Full Maternity Hospital  
Full Maternity Doctor

Over Age 65 (Employees and Retirees)

Blue Cross 65  
Blue Shield 65 Surgical-Medical  
Blue Million Preferred Plan  
Full Hospital Out Patient  
Consultations  
Lesion Rider  
Emergency First Aid

In order to be eligible for the health insurance benefit at retirement, the unit member must have completed seven (7) years of service in the Geneva City School District. This requirement becomes effective July 1, 2001.

The District shall not make Medicare Part B reimbursement to those unit members who retire on or after July 1, 1993.

Unit members who retire effective July 1, 2006 or thereafter and are eligible for the health insurance benefit at retirement shall contribute ten percent (10%) toward their health care insurance premiums. The District shall pay one hundred percent (100%) of the health insurance premiums for those unit members who retire June 30, 2006 or before, provided they are eligible for the health care insurance benefit upon retirement.

- C. As soon as feasible, the District shall establish a flexible spending account plan specifically for the purpose of allowing the unit member to "flex" his/her contribution toward the health care insurance premium. The cost to establish or service the flexible spending account program shall be born by the employer.
  - D. The District agrees to administer at its cost a Dental Plan provided such a plan can be secured from an insurance carrier approved by the District and the Association and that individual teachers assume the cost of the plan.
  - E. The unit employee's contributions to the cost of the health care program will be deducted from the participating employee's paycheck as a flexible spending account benefit resulting in pre-tax treatment to the extent permissible by law also. The District also agrees to offer flexible spending accounts in full accord with Federal and State laws and regulations under which unit employees can elect to contribute a portion of the unit members wages/salaries to accounts for unreimbursed medical, vision and dental expenses to a maximum of \$1,500 per plan year and for dependent child and elder care to the maximum amounts allowed by law. The District agrees to pay the start up fee and administrative costs. The District has the right to self administer these accounts which shall be at no cost to unit members. If not self administered, the plan administrator shall be mutually selected by the Association and the District. This program shall be in full compliance with the US Internal Revenue Code and any pertinent Revenue Regulations. Any language in this Agreement which is not in compliance with the law and regulations is not effective to the extent that it is not in compliance.
- B. Active Member Health Care. These Provisions Are To Be Effective with the 2008-2009 School Year and thereafter.

Transitional Statement:

As soon as reasonably possible following the approval of the Agreement, and following an open period of enrollment, the parties agree that the following language including contribution rates is retroactive to July 1, 2008.

1. Plans Offered.

- a. Blue Cross/Blue Shield/Blue Million *is the* "Traditional Plan".
- b. Blue Point 2 Select, \$15 doctor co-pay and the \$5 /\$20 / \$35 prescription drug plan.
- c. Blue Point 2 Value, \$20 doctor co-pay and \$10 /\$25 /\$40 prescription drug plan.

2. Contribution Ratios.

The base plan is the Traditional Plan.

- a. Family Plan: The District is to pay 84% of the cost and the Member is to pay 16% of the cost of the base plan.

b. Two (2) Person Plan: The District is to pay 84% of the cost and the Member is to pay 16% of the cost of the base plan.

c. Single Plan: The District is to pay 84% of the cost and the Member is to pay 16% of the cost of the base plan. Any "savings" above 100% is to go to the District.

d. A Member may apply the *dollar equivalent of the* District's contribution of 84% of the Traditional Plan toward the purchase of Blue Point 2 Select plan or Blue Point 2 Value plan and the Member's contribution ~~could~~ *will thus* be less than it would be by taking the Traditional Plan.

In this process of purchasing Blue Point 2 or Blue Point 2 Value, the District will in no case pay more than 100% of the cost of the plan.

### 3. Flexible Spending Plan.

a. As to Health Care Premium Cost of Unit Member. The District has established a flexible spending account plan specifically for the purpose of allowing any unit member to "flex" his/her contribution toward the health care insurance premium. The cost to establish or service the flexible spending account program shall be born by the employer.

b. ~~E.~~ The unit member's contributions to the cost of the health care program will be deducted from the participating employee's paycheck as a flexible spending account benefit resulting in pre-tax treatment to the extent permissible by law also. The District also agrees to offer flexible spending accounts in full accord with Federal and State laws and regulations under which unit employees can elect to contribute a portion of the unit members wages/salaries to accounts for unreimbursed medical, vision and dental expenses to a maximum of the maximum amount per year as permitted which is \$5,000 ~~per~~ plan year; and for dependent child and elder care to the maximum amounts allowed by law. The District agrees to pay the start up fee and administrative costs. The District has the right to self administer these accounts, which shall be at no cost to unit members. If not self administered, the plan administrator shall be mutually selected by the Association and the District. This program shall be in full compliance with the US Internal Revenue Code and any pertinent Revenue Regulations. Any language in this Agreement, which is not in compliance with the law and regulations, is not effective to the extent that it is not in compliance.

New Section: Blue Million (Traditional Plan). If the Blue Million (Traditional Plan) is no longer an option through the Non-Monroe consortium, the parties agree to find a mutually agreeable alternative to the Blue Million plan (Traditional Plan).

### 4. Dental Plan.

~~D. —The District agrees to administer at its cost a Dental Plan provided such a plan can be secured from an insurance carrier approved by the District and the Association and that individual teachers assume the cost of the plan.~~

C. Retiree Health Care.

1. For the 2007-08, 2008-09, 2009-10 and 2010-11 School Years. The language below is the language of the 2003-2006 Agreement and, except as hereby modified by the parties, this language is to control the issue of health care for unit members who retire during this period of time.

In order to be eligible for the health insurance benefit at retirement, the unit member must have completed seven (7) years of service in the Geneva City School District. This requirement becomes effective July 1, 2001.

The District shall not make Medicare Part B reimbursement to those unit members who retire on or after July 1, 1993.

~~Unit members who retire effective July 1, 2006 or thereafter and are eligible for the health insurance benefit at retirement shall contribute ten percent (10%) toward their health care insurance premiums. The District shall pay one hundred percent (100%) of the health insurance premiums for those unit members who retire June 30, 2006 or before, provided they are eligible for the health care insurance benefit upon retirement.~~

**This paragraph is re-written as of September 22, 2008 to state as follows:**

**For unit members who retire effective July 1, 2006 or thereafter and are eligible for the health insurance benefit at retirement, the District shall contribute the dollar equivalent of ninety percent (90%) of the Traditional Plan toward the health care insurance premiums. The District shall pay one hundred percent (100%) of the health insurance premiums for those unit members who retire June 30, 2006 or before, provided they are eligible for the health care insurance benefit upon retirement.**

2. In addition, the parties agree that as to those unit members who have retired for the period of time from July 1, 2006 until June 30, 2011 that each such former unit member may enroll in any of the plans offered by the District if such enrollment is permitted by the plan and by law. The retired unit member may apply the dollar equivalent of ninety percent (90%) of the Traditional Plan, which is the District's contribution to any of these plans.

2. Contribution Ratios.

Effective on or after July 1, 2011, and for unit members who retire on or after July 1, 2011, the contribution ratios for the District and for unit members are related to the number of years of service at Geneva, as follows:

(Retiring with)

<u>Years of Geneva Service:</u>	<u>District Contribution of Base Plan</u>
25 or more years	84%
20-24 years	76%
15-19 years	71%
10-14 years	67%
Less than 10 years	0%

The base plan is the Traditional Plan.

A Member may apply the dollar equivalent of the District's contribution of 84% of the Traditional Plan toward the purchase of Blue Point 2 Select plan or Blue Point 2 Value plan and the Member's contribution could be less than it would be by taking the Traditional Plan.

In this process of purchasing Blue Point 2 or Blue Point 2 Value, the District will in no case pay more than 100% of the cost of the plan.

### 3. Plans Offered.

- a. Blue Cross/Blue Shield/Blue Million *is the* "Traditional Plan".
- b. Blue Point 2 Select, \$15 doctor co-pay and \$5/\$20/\$35 prescription drug plan.
- c. Blue Point 2 Value, \$20 doctor co-pay and \$10/\$25/\$40 prescription drug plan.
- d. Choices At Medicare Eligibility.
  - i. Supplemental F- a Medigap policy.
  - ii. Medicare Blue Choice - a Medicare advantage policy.
  - iii. Blue Cross/Blue Shield/Blue Million Complimentary Over 65.
    - aa. With Simply Prescriptions.
    - bb. Without Simply Prescriptions.

### 4. Portability.

Effective after the next open enrollment period following the approval of this Agreement, if a retired unit member who is eligible for the District health insurance benefit is not able to

receive the benefit because the unit member has permanently moved from the coverage area, the District will provide a "portability benefit". This benefit will be reimbursement to the unit member of premiums paid to obtain health insurance. The benefit will not exceed the lesser of (a) the actual cost of the retired unit member's health insurance or (b) the District payment that the member would be eligible for if still residing in the District coverage area. The District may at any time require proof of coverage and payment as a condition of providing this benefit to a retired unit member. The District may pay this benefit on a monthly, quarterly or other reasonable basis.

## ARTICLE VII

### Personal Injury and Property Protection

- A. Whenever a Member is absent from school as a result of a personal injury caused by an assault occurring in the course of his employment, the Member will be paid full salary (less the amount of any Worker's Compensation for salary) for the period of such absence but not to exceed 5 years. No part of such absence during the 5 year period will be charged to the member's annual or accumulated sick leave.
- B. Reimbursement shall be made to the assaulted Member for the reasonable cost of replacement or repair of clothing, dentures, eyeglasses, hearing aids, or personal property carried on the member's person which is damaged or destroyed at the time of the assault (less any reimbursement made by Worker's Compensation or other insurance for such items).
- C. Reimbursement shall be made to Members for damage or destruction of personal property caused by willful acts of vandalism by students (while in school and on school property), where such students are not apprehended and restitution made, or where insurance does not cover the loss. Values shall be determined by appropriate appraisal methods.
- D. Reimbursement shall be made to Members for loss of personal property while in school and on school property as the result of theft up to \$300 per loss. The property covered hereunder must be identified to the building principal and registered on a form with the value stated. It is further understood that only property to be used in the instructional program will be subject to reimbursement after exhausting any claim under the Member's personal insurance coverage, if any.

## ARTICLE VIII

### Hours and Load

#### Hours:

- A. The on-duty work day for Members will not be more than seven and one-fourth hours in length and conclude no later than 4:00 p.m. For the 2003-2004, 2004-2005, and 2005-2006 school years, the on-duty work day for Members shall be as follows:

Elementary Schools - 8:00 - 3:15  
Middle School - 7:45 - 3:05  
Senior High School - 7:45 - 3:05

(On August 14, 2008 the parties signed a one year Memorandum of Agreement negotiating the impact of changing the starting time for elementary students to 8:15 a.m. rather than 8:30 a.m. as occurred during the 2007-08 school year.)

\* The MOA for Elementary Day will be placed in the new Agreement.

- B. The on-duty work day may be adjusted by the Superintendent of Schools up to 30 minutes provided the total length of the on-duty work day is not increased. During emergency situations, Members will assist in supervising students until the students have left their building.
- C. There will be no more than four faculty meetings (general faculty, curriculum, grade level, department meetings, etc.) per month. These meetings will not consume more than three hours per month beyond the on-duty work day for Members and these meetings must begin no later than 10 minutes after the end of the on-duty work day for Members.
- D. All members shall be entitled to a duty-free lunch period of at least 30 minutes during a regularly scheduled student lunch period.
- E. All elementary Members shall be entitled to planning time, during the instructional day, which will total 150 minutes per week scheduled over three (3) or more days each week at the elementary level. At the secondary level, teachers shall be entitled, during the instructional day, to planning time equivalent to the duration of one class period.
- F. At the Elementary level, the fall semester Student Progress Conference held in lieu of a report card shall be offered to parents during the member's on duty work day as defined above. This shall not preclude any member from making other conference arrangements with parents by mutual agreement.
- G. Members may leave their buildings with permission from their building principal.
- H.1. Special education teachers (L.D., EMR, and Speech Therapist) shall, upon request, be granted up to one day of released time per semester for carrying out such requirements as writing IEP's and attending staffing conferences for placement of special education students. The released time shall be scheduled by the teacher's Building Principal. If more than one day of released time per semester is required to complete this work, the teacher and building Principal shall meet and attempt to agree on additional released time necessary to complete the work. If there is no agreement, no additional released time shall be provided.
- H.2. The Building Principal shall afford classroom teachers an opportunity to mutually discuss the placement of special education students upon the teacher's request.
- H.3. A joint committee consisting of equal representation from the GTA and the District, and utilizing BOCES personnel as needed shall be formed to deal with concerns regarding the

mainstreaming of students. The charge of the committee shall be develop mainstreaming procedures.

Teaching Load:

- A. The District and the Association agree that the current practices as they apply to teacher load will be continued during the life of this contract. The District and the Association agree that the following criteria will be considered by the Board of Education on determining teacher or student load or ratios:
  - 1. Grade Level
  - 2. Subject Material
  - 3. Student Needs
  - 4. Teaching Methods
- B. If any reduction in program or staff for financial reasons is necessary or if significant increase in enrollment should occur, the impact will be negotiated.
- C. In the event conditions exist whereby the only procedure that is available to the District to offer a class is to schedule a sixth instructional period, the District may ask a teacher to accept this additional period. If a teacher accepts a sixth instructional period, that teacher shall be excused from all administrative assignments and homeroom.
- D. The Board, Administration and the Association will make whatever arrangements are necessary and practicable in long-range building, annual scheduling and hiring personnel to strive for reasonable class size.

ARTICLE IX

Tax-Sheltered Annuity Program

Dues Deductions

- A. Members wishing to initiate or increase a tax sheltered annuity program may do so upon application, effective date to be no earlier than fifteen and no greater than thirty days following said application. In addition, a statement that all salary reduction made under this Article is for annuity purposes and that no portion of the salary reduction is in payment of insurance premiums will be filed by the member. The District shall only be obligated to make deductions for one tax sheltered annuity program per member at any one time and the total number of companies to which such deductions are to be made shall be fixed at the level existing on the effective date of this agreement.
- B. The District agrees to deduct Association dues from the wages of Members who have authorized, in writing, the District to deduct and transmit such monies to the Association. The authorization shall be on a form approved by the District and the Association. Members may revoke such authorization only upon written notices to the District and the Association.

The District shall not be liable for deductions made hereunder, and the Association shall indemnify and protect the District against liability and claims which may arise by reason of the District's compliance with this Article.



The Association shall further be responsible for reporting to the District the amount of dues to be deducted. The dues will be deducted in a manner agreed upon between the District and the Association.

- C The District shall deduct agency fee each pay period from all non-members of the Association represented by the bargaining unit. The Association will notify the District annually as to the amount of the agency fee to be deducted in dues deduction and shall apply to Unit members subject to agency fee. This agency fee provision shall adhere to the appropriate statutory requirements.

## ARTICLE X

### Time For Association Business

- A. The Officers of the Association shall be granted up to ten days of released time during the school year to carry out the duties of their office, such absences to be subject to the prior approval of the Superintendent of Schools except in emergency circumstances. The Association shall assume the cost of any substitutes required and the Officers shall receive regular salary for such absences.

The Association President will be released an average of forty (40) minutes per day for District/Association business. The schedule is to be worked out annually between the President and the Superintendent or designee. The Superintendent or designee may provide additional time as needed.

- B. The Association shall be given a place at the end of building faculty meetings for reports and announcements. It shall also have the right to schedule Association meetings after scheduled school hours within the separate school buildings, provided these meetings do not conflict with prior scheduled use of the buildings and are held without cost to the School District. The Association shall further have the right to use the public address system during regular school announcement times, the Members' mailboxes and inter-school mail. One bulletin board in the Faculty lounge of each school shall be provided for Association use. With respect to the use of these school facilities, it is understood and agreed that they shall only be used for the transaction of official Association business.

At the request of the Association President and with the approval of the Superintendent, the Association will be permitted to invite consultants in to meet with unit members on school district property provided the meeting does not interfere with work time. The District will not charge the Association for the use of its premises provided there is no expense to the District.

- C. The Association President shall be given a place on the agenda of the Superintendent's Day Program.
- D. All Association business by Members not designated in this Article will be conducted outside the Member's regularly scheduled working day, except as approved by the Superintendent.

- E. The District will notify the President of the Association, at the time of the Board of Education appointment, of the name, address and listed phone number of all teaching staff hired by the district.
- F. Teachers who are on District wide committees shall be selected for such committees by the Association.

## ARTICLE XI

### Absence For Association Business

- A. Members desiring to be absent from assigned duties for Association business shall submit a request for such absence to the Superintendent. At the discretion of the Superintendent, such absences may be approved at no cost to the School District (including the cost of substitutes, if required).
- B. The Geneva Teachers' Association will assume the cost of substitutes to serve in the place of delegates attending the N.E.A. Delegate Assembly. If the N.E.A. Delegate Assembly meets while school is in session, Members designated by the Association will be granted leave without pay to attend. The District will assume the cost of the delegate attending the Retirement System meetings.

## ARTICLE XII

### Educational Improvement

- A. In the interest of broadening local educational opportunities for the Members, a program of general educational improvement geared to the needs of the District is to be implemented as follows:
  - 1. Written proposals for programs of educational improvement may be prepared by any Members, Administration, or Board for submission to a review committee.
  - 2. The review committee, composed of one member of the Board, one administrator appointed by the Association, will review proposals, select those of merit on an educational priority basis, and will submit such written proposals for consideration for the following semester, summer, or year.
  - 3. The Board shall give proposals submitted by the Committee the same consideration which has in the past been given sabbatical leave requests.

## ARTICLE XIII

### Leaves of Absence

- A. Disability, Childrearing, and Adoption Leave:  
Disability, Childrearing and Adoption benefits shall include the following:
  - 1. At the discretion of the member, accumulated sick leave may be applied to the period of temporary disability due to pregnancy and childbirth.

2. Child care leave will be granted upon request, without pay, for a period which, including absence under the temporary disability clause, shall not exceed a period of time that begins upon the date of birth or acceptance of an adopted child and ends on the September 1 or February 1 next following an absence of two calendar years, except that for births or adoptions that occur in September or February the leaves will end on the September 1 or February 1 two calendar years later.
3. Leave as described in either of the above to begin at a date mutually agreed by the Member and Superintendent.
4. In the event of a lack of agreement between the Member and the Superintendent in this matter the school physician, in consultation with the Member's physician shall determine a suitable date for such leave to begin.
5. A Member not electing to take child care leave may return to duty after termination of pregnancy and upon 10-day notice to the Superintendent and presentation of medical certification that she is able to return to work.
6. In the event of an adoption by a Member, child care leave will be granted, upon request, without pay for a period not to exceed two years beyond the last day of the school year in which such absence begins.

B. Jury Duty:

Members serving on jury duty shall elect one of two bases for payment for services. While serving as a juror, the Member shall receive regular salary as an employee of the District and refund payment received as a juror to the District or may receive and retain payment as a juror and have the salary as a District employee deducted for this period. Any Member serving as a juror shall not have any portion of the time of this service deducted from either sick leave or personal leave time.

C. Sick Leave:

1. Sick leave may be accumulated by Members at a rate of ten (10) days per year for ten month employees or eleven (11) days per year for eleven month employees up to a maximum of 200 days per year.

**Effective July 1, 2008, sick ~~Stek~~ leave may be accumulated by Members at a rate of ~~ten (10)~~ fourteen (14) days per year for ten month employees or ~~eleven (11)~~ fifteen (15) days per year for eleven month employees up to a maximum of 200 days per year.**

2. Notice of accumulated sick leave will be routinely available in each building office. Questions which may from time to time arise should be sent to the District office and will be answered no later than Monday following next pay date.
3. Sick leave accumulated under the terms of the agreement shall be in addition to the total accumulation of record June 30, 1974.
4. Sick leave may be used for either personal illness or injury. In addition a total of five days of accumulated sick leave may be used in each school year for care of illness in

the immediate family. In the case of death in the immediate family, up to five (5) days of accumulated sick leave may be used for each such death. The immediate family shall include husband, wife, son, daughter, father, mother, brother, sister, in-laws or grandparents of Members, and any relative residing with the Member. The Superintendent may, upon request and at his discretion, grant additional use of accumulated sick leave days for care of illness or death in the immediate family.

Sick leave may be used for either personal illness or injury of the unit member.

5. In addition a total of five (5) days of accumulated sick leave may be used in each school year for care of or illness in the immediate family.
6. In addition, in the case of death in the immediate family, up to five (5) days of accumulated sick leave may be used for each such death.
7. The immediate family shall include spouse, son, daughter, father, mother, brother, sister, in-laws or grandparents of Members, and any member of the household. The Superintendent may, upon request and at his discretion, grant additional use of accumulated sick leave days for care of illness or death in the immediate family.
8. Any full-time tenured member may make an application to borrow against future sick leave entitlement, subject to the following conditions:
  - a. Applications for advancement of sick leave days may be made to the Superintendent by any member who has suffered a prolonged serious illness or injury (as defined hereinafter) whose accumulated sick leave has been exhausted, and who has no other source of coverage such as income protection insurance, accident and health insurance, catastrophe insurance, etc., which would provide an income equal to the member's salary.
  - b. For purposes of this Section, the term "serious illness or injury" shall be defined as one which is generally regarded as such by those in the medical profession. Any dispute as to whether or not an illness or not an illness or injury is "serious", as used herein, shall be resolved by the School Medical Director. The purpose of this Section is to provide an advancement of sick leave in extraordinary circumstances where the seriously ill or injured member has no other significant means of income which creates a bona fide economic hardship. It is not intended to cover absences of 10 work days or less, in excess of accumulated sick leave or situations where there is no serious prolonged illness or injury.
  - c. The member's physician shall submit to the Superintendent a written statement certifying the nature of the disability and the estimated length of the member's absence from work. The Superintendent reserves the right to have a physician of choice examine the applicant.

- d. The Superintendent may on a discretionary basis advance an eligible member up to thirty (30) days of sick leave from the member's anticipated future sick leave entitlement under Section C.1 above. In no event shall any decision of the Superintendent to grant or deny a sick leave advance be subject to the grievance procedure set out in Article Nineteen of this Agreement.
- e. In the event that a member voluntarily leaves the employ of the District or is terminated before earning back the advanced sick leave, the District may elect to deduct from the member's terminal pay the value of the remaining advanced days. As a condition of receiving the advancement, the member shall execute a written authorization for such a deduction. The value of such days shall be calculated at the member's daily rate of pay at the time of separation or termination - i.e., 1/200th's of the annual salary.

D. Personal Leave

All Members shall be entitled to two (2) days of annual personal leave which may accumulate to a total of four (4) days in addition to any other leave granted. Members shall file their requests with the Superintendent of Schools through the Building Principal or Head Teacher at least one week before the dates of the leave except in emergency situations. Reasons for the request for the first two days shall be left to the professional integrity of the Member applying. It is understood and agreed that the purpose of additional days of personal leave is to permit a Member to attend to personal matters which cannot be accomplished during other than normal working hours. The requests for additional days shall indicate the reasons for the requests and approval shall be at the discretion of the Superintendent of Schools. Each Unit member will make an effort to avoid use of personal days the day immediately prior to a vacation period or immediately following a vacation period.

Any personal leave in excess of two which remains unused as of June 30th from the member's annual entitlement shall be converted to sick leave and added to the member's accumulation, subject to Section C.1 above.

D. Personal Leave.

- 1. The general purpose of personal leave is to permit a unit member to attend to matters which cannot be accomplished during ~~normal~~ working hours.
- 2. Each unit member will make an effort to avoid use of personal days on the day immediately prior to or after a vacation period.
- 3. The Association shall assume active responsibility in providing guidance to unit members regarding the appropriate and responsible use of personal leave.
- 4. Each unit member shall receive an annual entitlement of two (2) personal days. A unit member shall file a request with the Superintendent or designee through the Building Principal at least one (1) week before the leave is to be taken, except in emergency situations. The use of these two (2) days shall be left to the professional discretion of the unit member.

Unit members are not required to submit a reason for the use of these two (2) days.

5. Unused personal days left at the end of the school year will accumulate up to a total of four (4) days regardless of any other leave. At the end of the school year, personal leave in excess of four (4) days shall be converted to sick leave and added to the unit member's accumulated sick leave, subject to the provisions on sick leave in the Agreement.

6. Any request to use personal days beyond the annual allotment of two (2) must include a reason for the request on a mutually determined form and the granting of such days is at the discretion of the Superintendent.

7. If specific concerns arise regarding a pattern of personal leave abuse, the District will work with the Association to address any issues cooperatively and professionally prior to leave approval.

E. Court Appearance Leave

Time necessary for court appearances when subpoenaed and in connection with duties of the Member, shall not be deducted from either sick leave or personal leave time of the Member; and the Member shall receive regular salary as an employee of the District.

F. Unpaid Leaves of Absence

Unpaid leaves of absence of a semester or one full year shall be granted to two percent of tenured Unit members. To be eligible for such leave, a written request must be made to the Superintendent of Schools at least ninety calendar days prior to the date upon which the leave is requested to start. The starting and ending dates for the leave must be approved by the Superintendent and there must be available a qualified and certified substitute for the teacher requesting the leave.

Teachers shall return to employment on the approved ending date for the leave except where the teacher applies in writing to the Superintendent and is approved for a leave extension. Application for a leave extension shall be made no later than 90 calendar days prior to the previously approved ending date.

Should more than two percent of the tenured Unit members request unpaid leaves of absence, additional unpaid leaves shall be granted upon the basis of seniority provided the tenured Unit member has not previously had an unpaid leave of absence. A committee of two teachers appointed by the Association and two persons appointed by the Superintendent shall determine who shall receive such additional unpaid leaves of absence, subject to the conditions set forth in the first paragraph above.

At least 90 calendar days prior to the expiration of an unpaid leave, the member must submit a District provided form on which the member will indicate either an intention to return from leave as scheduled or a request for a leave extension. This form shall contain all legal and contractual obligations of the teacher pertaining to the leave and employment. Placement on Matrix or Salary Schedule After An Unpaid Leave of Absence.

The parties agree to place the practice of the District into language and to place the language into the agreement. The practice of the District is as follows:

- i. If a unit member has been absent from work on an unpaid leave of absence for an entire work year (or fiscal year) or longer, then if the unit member returns to service at the beginning of, or during the next work year (or fiscal year), the unit member does not advance on the matrix or salary schedule for the period s/he was on leave.
- ii. If a unit member is absent from work on an unpaid leave of absence for a portion of one (1) work year (or fiscal year) and the unit member returns to work during that work year or; if the unit member remains absent at the end of the work year (or fiscal year), then, when the unit member returns to service, at the start of the next fiscal year or during the next fiscal year, s/he will advance to the next level of the matrix or salary schedule as if s/he was in service for the entire year.

Note: this language is not final as the parties agree as to what the practice of the District has been and agree to place the practice into language in the Agreement, however, the parties are reserving on the final language as the concepts may be more clearly stated.

G. Sick Day Bank

A Sick Day Bank will be established in this school district under the following conditions:

1. All contributions will be voluntary.
2. Any professional employee in the negotiating unit whose position requires a teaching certificate is eligible to participate.
3. The sick day bank may only be used for involuntary disabilities or illnesses. Involuntary illness or disability shall be further determined as a period during which a person is recuperating from an injury or a prolonged serious illness. An employee who has a disability covered by the provisions of the Worker's Compensation Law or No Fault Insurance shall not be entitled to use the sick day bank.
4. Each employee enrolling in the bank will donate one day of his/her sick leave to the bank each year until there is a maximum equal to the number of employees in the negotiating unit. No more days will be added, except by new membership, until the bank is depleted to 100 days. If the bank is depleted to 100 days all participating members must donate one (1) sick day in order to maintain their membership in the sick day bank.
5. A person withdrawing from the bank will not be able to withdraw the contributed days.
6. The first 30 days of illness or disability will not be covered by the bank and must be covered by that person's own accumulated sick leave or absence without pay.

7. A person will not be able to withdraw days from the bank until his own sick leave is depleted.
8. A maximum of 30 days each school year may be drawn by one individual from the bank.
9. A maximum of 150 day each school year may be drawn by all individuals.
10. Persons withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member of the bank.
11. The sick day bank will be administered by the Geneva City School District.
12. By October 15 of each year, the names of contributing members to the Sick Day Bank will be given to the District Office.
13. The provisions of this section shall become effective on July 1, 1993. No retroactive application whatsoever.

#### ARTICLE XIV Professional Growth of Staff

- A. To encourage attendance at professional conferences and for meetings within the area of the Members' professional assignment, the District will pay the Member up to but not to exceed the estimated amount submitted at the time of approval. Such payment will be made upon submission of an approved voucher. Travel packet containing all necessary forms will be furnished with each approval. Members attending conferences, workshops, and meetings, approved under this provision will suffer no loss of pay and will be entitled to reimbursement of actual and necessary room and meal expenses. The District will also pay transportation costs for commercial carrier or, if the Member's automobile is used, reimbursement at the rate adopted by the District for such travel. All conference and/or meeting fees will be paid by the District.
- B. The Educational Concerns Committee shall include the members of the Board of Education, the Superintendent of Schools and up to five Members. This group will meet three or more times per year to discuss mutual educational concerns unless the parties agree to waive such meetings. Building Principals and other Administrators may attend meetings of the committee upon mutual agreement between the Superintendent and the President of the Association.
- C. Members shall be encourage to and may utilize one day, upon the approval of the Superintendent of Schools, per year to visit other schools or classes to observe outstanding or innovative programs.
- D. The District agrees to budget \$12,000 for each year of this contract for the use of members to defray professional conference expenses.
- E. Representatives of the Association shall meet with the Superintendent to discuss and submit their recommendations regarding programs for all Superintendent's Conference Days.



## ARTICLE XV

### Information for Members

- A. Copies of Board Agenda and Minutes: The Association will be provided with ten (10) copies of official Board Minutes as soon as possible after Board meetings. Copies of the agenda for each Board meeting, the Superintendent's, the Assistant superintendent's and the Business Manager's written reports will be made available to the Association prior to each Board meeting.
- B. Copies of Agreement: Copies of this Agreement will be reproduced at Board expense and distributed to Members. Fifty additional copies will be provided to the Association. Copies of that portion of policy designated as the 7000 series will be available for any Member who requests a copy. Those portions of policy which are designated by law shall be so indicated.
- C. The District will provide a current list of school- sponsored activities to the GTA President within the first week of school each September. The District will update the list as necessary during the school year and inform the GTA President of each such update. Any Member who assumes any responsibility for a school-sponsored activity will receive insurance and other provisions of the Agreement at equivalent to regular teaching duties.
- D. A unit member residing in the Geneva City School District may elect to have his/her child or children attend the same school where such unit member works.

## ARTICLE XVI

### Member Protection and Student Discipline

- A. The provisions of Sections 3028 and 3023 of the Education Law shall be fully operable. A Member imposing corporal punishment on any student will orally report such incident to the Building Principal involved before the close of the school day in which such incident occurs and a written report will be filed with the Building Principal within one (1) school day after the incident.
- B. Serious complaints directed against a Member shall be promptly called to the attention of the Member who shall be afforded an opportunity to reply to the same. No derogatory complaint, letter or report shall be placed in the member's file without the Member's knowledge and an opportunity to make a written statement of explanation to be attached thereto.
- C. Any Members encountering pupils who severely impede the educational program of classes will have the opportunity to discuss the situation with the Building Principal and such Member shall have the option of inviting up to two Members who have first-hand knowledge of the student to such discussion. Following review by this group, if behavior cannot be altered to acceptable levels, alternate programs may be recommended.
- D. Members bringing individual legal charges against a pupil shall, with the approval of the pupil's Building Principal or Head Teacher, and the Superintendent of Schools, be given legal assistance. Costs of such approved legal action shall be borne by the District. Any

recovery of such costs arising out of the approved legal action shall be reimbursed to the District by the Member.

## ARTICLE XVII

### Tutoring

No Member shall accept compensation for tutoring a student in the subject matter for which said student is registered in his class.

## ARTICLE XVIII

### Grievance Procedure

In the event a grievance arises relevant to the interpretation or implementation of this contract, or a change in Board policy affecting terms and conditions of employment, the procedure set forth below shall be followed. Individual Unit members and the Association, on behalf of its members, shall have the right to file a grievance.

#### 5.1 Stage 1: Supervision

- (a) A Member having a grievance will discuss it with his immediate supervisor or principal, either directly or through a representative with the objective of resolving the matter informally. The supervisor will confer with all parties in interest but, in arriving at this decision, 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 or his representative present. If the Member submits a grievance through a representative, the Member may be present during the discussion of the grievance.
- (b) Any grievance must be raised by either a member or the Association within thirty (30) calendar days after receipt of knowledge of the circumstances giving rise to the grievance. A failure to raise the grievance within this time period shall be deemed a waiver of the grievance.
- (c) If the grievance is not resolved informally within three (3) school days, it shall be reduced to writing and presented to the immediate supervisor or principal or be deemed abandoned. Within two (2) 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 Member, his representative and the Association.

#### 5.2 Stage 2: Superintendents of Schools

- (a) If the Member 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 Member shall, within five (5) school days, present the grievance to the Association's Grievance Committee for its consideration.
- (b) If the Grievance Committee determines that the Member has a meritorious grievance, then it will file a written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal. If not so filed, it shall be deemed abandoned.

- (c) Within five (5) school days after receipt of the appeal, the Superintendent of Schools, or his duly authorized representative, shall hold a meeting with the Member and the Grievance Committee or its representative and all other parties in interest.
- (d) The Superintendent of Schools shall render a decision in writing to the Member, the Grievance Committee and its representatives within ten (10) school days after the conclusion of the meeting.

### 5.3 Stage 3: Board of Education

- (a) If the Member and the Grievance Committee of the Association are not satisfied with the decision at Stage 2, the Grievance Committee will file an appeal in writing with the Board of Education within ten (10) school days after receiving the decision at Stage 2 or it shall be deemed abandoned. The official grievance record maintained by the Superintendent of Schools shall be available for the use of the Board of Education.
- (b) Within ten (10) school days after receipt of an appeal, the Board of Education or a committee thereof composed of Board members shall hold an informal meeting on the grievance. The Grievance Committee may be present.
- (c) Within ten (10) school days after the conclusion of the meeting, the Board of Education shall render a decision, in writing, on the grievance.

### 5.4 Stage 4: Arbitration

- (a) After such meeting and receipt of the Board decision at Stage 3, and the Grievance Committee of the Association determines that the grievance is meritorious and that appealing it is in the best interests of the school system, it may submit the grievance to arbitration by written notice to the Board of Education within fifteen (15) school days of the decision at Stage 3.
- (b) Within five (5) school days after such written notice of submission to arbitration, the Board of Education and the Association will agree to request a list of arbitrators from the American Arbitration Association. The parties will then be bound by the rules and procedure of the American Arbitration Association in the selection of an arbitrator.
- (c) The selected arbitrator will hear the matter promptly and will issue his decision not later than thirty (30) calendar days from the date of the close of his hearings or, if oral hearings have been waived, then 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 in fact, reasoning and conclusions on the issue.
- (d) The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement.
- (e) The decision of the Arbitrator shall be final and binding.
- (f) The loser in arbitration shall assume the costs of arbitration.

- 5.5. In the event a grievance is filed on or after June 1, by mutual agreement 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 possible.

## ARTICLE XIX

### Salary

#### A. Salaries

The salary "matrix" for 2003-2004, 2004-2005, and 2005-2006 is attached.

**Wage Increase: 2006-07 School Year.** Each returning unit member shall receive, including increment, a 3.965% salary increase above her/his 2005-06 total salary. Total salary as used here includes the payment for a master's degree and graduate credit hours, but does not include longevity. This salary increase is retroactive to July 1, 2006. The distribution shall be mutually agreeable.

For the 2007-08 school year, the total increase in base salary is 4.12%, for returning unit members. For the 2008-09 school year, the total increase in base salary is 4.61%, for returning unit members. For the 2009-10 school year, the total increase in base salary is between 4.58% and 4.60%, for returning unit members. For the 2010-11 school year, the total increase in base salary is 4.22%, for returning unit members. For the 2011-12 school year, the total increase in base salary is 4.15% for returning unit members.

It is understood that the matrix applies to the year indicated and does not include automatic increments for ensuing years. All members will be paid on the matrix in accordance with their experience and preparation. The salary increase contained in this matrix shall be effective on the first day of July for the year indicated.

#### I. General.

The initial base salary of a current unit member is determined by his or her placement on the salary matrix. The parties have mutually agreed upon the salary placement for each current unit member on the salary matrix as indicated on the salary profile. The salary matrix (or salary schedule) reflects only base salary.

Should there be a claim of an error in payment of salary with respect to the unit member's placement on the salary matrix the error will be brought to the attention of the parties and they shall meet and research the claim. The parties will resolve the claim.

The District will place new unit members on the salary matrix or salary schedule in accordance with his or her experience and education. Exceptions to this general proposition may occur in consultation with the Association President. The decision of the District, after such consultation, is final.

Base salary means the member's salary less allowances or stipends for graduate hours, degrees, longevity, and extracurricular activities.

The term "base salary," means the unit member's salary, *not including* payments or stipends for graduate credit hours, in-service hours, master's degree, longevity and extracurricular activity work.

**B. Graduate hour Credit and Master's Degree Allowance**

Effective July 1, 1987, graduate hours shall be paid at a rate of \$90.00 per block of three hours. All hours being compensated on June 30, 1987, will continue to be compensated after July 1, 1987. However, any Unit member on June 30, 1987, that is already being compensated for 15 or more blocks of six credit hours will not be authorized to accumulate additional hours for salary credit, unless the additional course work is requested by the District. Tuition reimbursement will still be an available option to Unit members that have reached the credit hour ceiling (90 hours), as outlined in Section D of this Article. Effective in 2004-05, graduate hours will be paid at the rate of \$120 per block of three hours. Effective in 2005-06, graduate hours will be paid at the rate of \$124 per block of three hours. The value of the Master's Degree will be \$650 effective July 1, 1998, \$1,000 effective July 1, 1999, \$1,036 effective July 1, 2004 and \$1,073 effective July 1, 2005. A unit member who holds a Master's Degree will receive an annual payment of \$1,116.

**C. Tuition Reimbursement**

Effective on and after July 1, 1985, full-time members on tenure shall have the option to elect reimbursement for incurring approved tuition and academic fees for courses satisfactorily completed at the State University of New York or other accredited universities or colleges in lieu of salary adjustments for "credit hours" specified in B above, subject to the following conditions:

1. Tuition reimbursement shall not exceed \$150 per credit hour. In no instance shall tuition or academic fee reimbursement exceed the actual cost to the employee.
2. Reimbursement shall be limited to a maximum of 6 credit hours per employee during any calendar year to total of 30 credit hours.
3. The District will only reimburse members for hours taken beyond permanent certification. Such hours must be approved in writing in advance by the Superintendent.
4. Satisfactory completion means a grade of B or higher.
5. Reimbursement will only be available to those members actively employed at the time of application and not on a leave of absence. Members receiving reimbursement are expected to return to the employ of the District for at least an additional full school year following the school year in which the reimbursed courses are completed. In the event a member voluntarily leaves the employ of the District without meeting this condition, the District will deduct from the member's terminal pay an amount equivalent to any reimbursed tuition or academic fees. As a condition

of receiving reimbursement, the member's application shall include a written authorization for such a deduction.

6. Reimbursement shall be made on the basis of a District claim form filed by the member to which must be attached an official transcript showing proof of satisfactory completion together with a copy of the written advance approval from the Superintendent.

#### Tuition Reimbursement.

Full-time tenured members shall have the option to elect reimbursement for incurring approved tuition and academic fees for courses satisfactorily completed at the State University of New York or other accredited universities or colleges in lieu of salary adjustments for "credit hours" specified above, subject to the following conditions:

1. Tuition reimbursement shall not exceed \$150 per credit hour. In no instance shall tuition or academic fee reimbursement exceed the actual cost to the employee.
2. Reimbursement shall be limited to a maximum of 6 credit hours per employee during any calendar year to total of 30 credit hours.
3. The District will only reimburse members for hours taken beyond permanent certification. The Superintendent, or designee must approve such hours in writing in advance.
4. Satisfactory completion means a grade of B or higher.
5. Reimbursement will only be available to those members actively employed at the time of application and not on a leave of absence. Members receiving reimbursement are expected to remain in the employ of the District for at least one additional full school year following the school year in which the reimbursed courses are completed. In the event a member voluntarily leaves the employ of the District without meeting this condition, the District will deduct from the member's terminal pay an amount equivalent to any reimbursed tuition or academic fees. As a condition of receiving reimbursement, the member's application shall include a written authorization for such a deduction.
6. Reimbursement shall be made on the basis of a District claim form filed by the member to which must be attached an official transcript showing proof of satisfactory completion together with a copy of the written advance approval from the Superintendent or designee.

Note: The parties agree to add into the text of the successor agreement the MOU with regard to tuition reimbursement for non-tenured teachers. The basic principle of the MOU is that if a non-tenured teacher takes

coursework at the request of the District, then the tuition reimbursement is available to this non-tenured teacher.

D.

1. Work Year (10 month employee): The work year of 10 month employees (other than new personnel who may be required to attend administrative orientation sessions) shall include the number of days as indicated in the attached calendar as specified in contract for the year covered by the Agreement. This shall include the Superintendent's General Meeting Days, Conference Days, In-service days, High School graduation (for high school staff as required by principal.) Guidance counselors shall in addition to the adopted calendar be on duty during the period from September 1 to the opening of school and from the close of school in June to June 30.
2. The District agrees that the school year calendar shall not be adopted by the Board unless it has been discussed by the District with all negotiating Units. The district agrees to negotiate with the Geneva Teachers Association on the number of teacher workdays for each school year and for the use of any unused snow or emergency days. Effective July 1, 1999 school year, the number of teacher workdays shall be 186, and if one or more unused snow or emergency days shall remain after the winter season, one will be added to the Memorial Day holiday.
3. Elementary Teachers in Grades K-5 will have their students released at 11:15 a.m. on up to four days at the end of the school year provided the school calendar otherwise meets the 180 day requirement.
4. All elementary field trips must have follow up curriculum activities which pertain to the New York State standards. The last four student attendance days shall be half student attendance days at the elementary school.

- E. Guidance Counselors shall be paid on an index of 1.05 times the teaching salary to which they would be entitled.

Payment of Guidance Counselors.

- Guidance Counselors shall be paid on an index of 1.05 times the teaching salary to which they would be entitled.

- For those Guidance Counselors who are required to work twenty (20) days during the summer recess period (July 1 to August 31), an additional 10% shall be added to their total salary. There is to be mutual agreement between the guidance counselors and the building administrator on the days of work during the summer recess.

F.

1. Long-term itinerant substitutes employed in the same assignment for 20 consecutive days or more will be paid at a rate corresponding to the salary they would receive as a Member.
2. Long-term regular substitutes employed under contract for a semester or more and who are teaching in the place benefits of this agreement.

G. Summer School salaries and Continuing Education salaries will be established by calculating the average pay for summer school teachers employed by the Wayne-Finger Lakes BOCES component schools that have summer school. The calculation will be made as of February 1<sup>st</sup>. In no event will the newly established rate be lower than the former rate.

H.

1. Secondary Department Chairmen shall be paid on an index of 1.03 times the teaching salary to which they are entitled, with a stipulation that the minimum amount to be paid shall be the teacher's salary plus \$300. At the discretion of the Department Chairman, and subject to the approval of the Building Principal and Superintendent, substitutes may be provided up to a maximum of five times per year; this will allow

the individual Department Chairman an opportunity to carry out responsibilities that cannot be met during the time pro rated in his schedule. Each Member named as a Department Chairman or coordinator shall be granted one period per day of released time to carry out the duties of the position, insofar as scheduling permits.

2. Middle School Team Leaders or Department Chairpersons shall be paid on an index of 1.03 times the teaching salary to which they are entitled.
3. Elementary Grade Level Chairpersons shall be paid on an index of 1.015 times the teaching salary to which they are entitled except that those Elementary grade Chairpersons who are named as liaison between buildings shall be paid on an index of 1.02 times the teaching salary to which they are entitled.

This is to be effective with the 2008-09 school year.

a. Compensation is to be based and indexed on step 1 base salary as opposed to being an indexed amount on the teacher's actual salary. Old agreement has secondary chairs paid more than elementary chairs. New TACOW does not so differentiate.

b. Compensation graduated further by years of service as a department chair and 5 levels are established.

c. Subject Area Specialists (Grades K-5) now have 4 (math, science, social studies and English) and they travel between WSS to NSS and under TACOW District will have 4 at WSS and 4 at NSS.

iv. Chairs differentiated as "A" (more responsibility/more money), "B" (less responsibility/less money), subject area specialist (8 of them) and middle school team leaders (6 of them) more pay than "B" and less than "A" chairs.



4. Curriculum Advisors, designated by the District, will receive a \$1500 stipend, effective July 1, 1987.

Note: The actual contract language will be agreed upon based upon the following concepts: Curriculum work to be paid at rate of \$25 per hour. Staff development leader is to be paid at rate of \$25 per hour. Staff development trainer is to be paid at rate of \$30 per hour. All staff development and curriculum work must have prior approval. Staff development trainers will receive one (1) paid hour of preparation time for each hour of delivery. Additional time may be allowed with prior approval.

Effective with the 2008-09 school year, Each of the two (2) deans is to be paid in addition to salary an annual stipend of \$1,500 representing the extra time each day of student attendance for duties, which occur after school.

## ARTICLE XX

### Notification of Salary

The District will give each Member notice of salary and step for the next year as soon as practicable.

The District will give each unit member a notice of salary matrix and/or salary step placement for the next year as soon as is practicable.

## ARTICLE XXI

### Salary Adjustments

- A. For the 2003-2004, 2004-2005, and 2005-2006 school years, adjustments in salaries of Members of the instructional negotiation unit due as a result of approved academic course work completed will be made at the prevailing rates for each block of three (3) hours of approved academic course work completed. All such adjustments will be effective only after the submission of evidence that the work has been satisfactorily completed. Submission shall be made to the Superintendent on or before September 15 for adjustments in salary to be effective September 1.
- B. Prorated adjustments effective for one half of a school year shall take effect for the first pay period in March and evidence of successful completion of approved work shall be submitted to the Superintendent no later than March 1.
- C. If official transcripts are unavailable on September 15, the Superintendent shall be notified in writing of intention to submit evidence of successfully completed work and transcripts shall be provided. The Superintendent will upon this notification authorize the salary adjustment contingent upon final submission of evidence of completion.

Salary Credit for Graduate Credit Hours and In-Service Course Work.

1. Unit members will be paid annually \$129 for graduate credit hours in blocks of three (3) credits to a maximum of ninety (90) such graduate credit hours.

2. If a unit member is being compensated for ninety hours (30 blocks of 3 credit hours = 90) he or she will continue to be so paid, however, no further graduate credit hour payments will be made to this unit member unless the additional course work is performed at the request of the District.

3. In-Service course work for salary credit. The in-service coursework must be approved in advance in order that the unit member receives salary credit for these courses. In service course salary credit will be paid annually at the rate of \$129 for blocks of three (3) credits. There is no maximum limit on the number of blocks of in-service coursework for salary credit.

22p 4. Twelve (12) approved seat hours of in-service instruction equal the salary equivalent of one (1) graduate credit hour. Upon completion of thirty-six (36) approved hours of instruction, the District will make a salary payment equaling three (3) hours of graduate credit.

5. Hours earned by graduate coursework may be combined with salary credits for in service work. E.g. a unit member can combine 1 graduate credit with 2 in-service salary credits to obtain a 3 credit hour block for salary payment.

6. Tuition reimbursement is an available option to help pay for the cost of graduate credit hour coursework taken by a unit member for hours in excess of ninety (90) credit hours.

7. Adjustment In Salary Payments. An adjustment in salary due to completion of in-service coursework or graduate coursework will be effective only after the submission of evidence that the work has been satisfactorily completed.

a. Timing. For coursework completed by September 1, a unit member should submit proof of completion of coursework to the Superintendent or designee on or before September 15th for the full amount of an annual salary adjustment. If a unit member submits proof of course completion to the Superintendent or designee on or before March 1st, then the District shall make an adjustment in the salary payment in the first pay period in March which will represent one-half of the full annual amount of the salary adjustment.

b. If official transcripts are unavailable by September 15th, the Superintendent or designee shall be so notified in writing of the intention of the unit member to submit additional evidence of the successful completion of the coursework in issue and unofficial transcripts shall be provided. The Superintendent, or designee, will upon this representation, authorize the salary adjustment

contingent upon submission of an official transcript and proof of successful course completion.

D. Salary adjustments or salary deductions shall be made on the following basis per day:

1. Ten month employee at the rate of 1/200
2. Eleven month employee at the rate of 1/220
3. Twelve month employee at the rate of 1/240

The term "total salary" means the unit member's base salary plus payments or stipends for graduate credit hours, in-service hours, master's degree, and longevity.

Salary adjustments or deductions to salary shall be made on the following basis per day:

- i. Ten (10) month employee at the rate of 1/200th.
- ii. Eleven (11) month employee at the rate of 1/220th.
- iii. Twelve (12) month employee at the rate of 1/240th.

The computation of the rate is to include base salary, longevity Master's degree and graduate credit salary payments.

## ARTICLE XXII

### Just Cause

- A. No tenured Member shall be dismissed or disciplined except for just cause.
- B. A tenured Member shall have the option to elect to challenge the Board of Education's decision to dismiss or to impose disciplinary action in the courts or before the Commissioner of Education as permitted by the State Education Law or to arbitrate such action under the grievance procedure of this agreement. Once one of these options is elected, the others shall be deemed to be waived.
- C. The dismissal and disciplinary procedures set forth above shall not be utilized to challenge a reduction in staff such as abolition of positions or a general reduction in work force as might be occasioned by budgetary consideration or diminishing pupil enrollment.
- D. No Member shall be transferred for discrimination or disciplinary reasons.

## ARTICLE XXIII

### Observation and Evaluation

The District and The Association agree that all members shall be regularly observed and annually evaluated in order that the District and individual member's performance. The policies with respect to observation and annual evaluation are set forth below and shall govern all members.

The observation and evaluation procedure set forth below relate primarily to the retention or dismissal of professional staff and are termed "summative evaluations." It is recognized that as part of professional skills development there is also an ongoing process which directly involves the teacher in collecting and evaluating data related to his/her teaching performance. This process provides a means for the assessment of specific teaching skills in order to assure their reinforcement, refinement or improvement. Efforts made by a teacher in cooperation with other teachers, members of the Negotiating Unit, and professional staff to improve instruction and to gather data in this process are termed "formative evaluation."

The "summative evaluation" is a process which leads to the comprehensive judgment of a teacher's professional competence. It is normally based on observations and/or evaluations by the administration of the District. It is the responsibility of the administration to inform a member if observations and/or evaluations are to be used as a part of the summative evaluation process. It is understood that "the Elements of Instruction program" will not be used for summative evaluations.

### Observation

- A. All monitoring and observation of work performance of a Member will be conducted openly, with full knowledge of the Member. The use of public address or audio systems and/or similar devices shall not be used for this purpose except with the written consent of the Member. Written classroom observations shall be performed by school district administrators and Department Chairmen as determined by the Superintendent of Schools.
- B. The number of written classroom observations will vary according to the individual Member's tenure status and to factors relating to the Member's growth. A Member's reasonable request for additional classroom observations shall be honored. Non-tenured members shall be observed at least four (4) times during the first year of probation and three (3) times during each of the following years of probation prior to the grant of denial of tenure, if the Member is not terminated before the end of the probationary period. The first of these written classroom observations for probationary Members shall take place on or before 60 days after the first date of employment and the final such observation shall be conducted no later than April 1 of each school year except as otherwise provided in Section A.1 (Evaluation) below.
- C. For each required written classroom observation, the Member shall receive notice acceptable to the Member prior to the time of observation. The classroom observation shall not be less than thirty (30) minutes and where reasonably possible cover a class period. After completion of the classroom observation, a written observation report will be prepared within a reasonable time and submitted to the Member at least one school day prior to a conference to be held to review the written observation report. After receipt of the written report by the Member, a conference shall be held to review the report within five (5) days from its receipt by the Member. The Member shall have the option to waive the holding of this conference. The written observation report will be signed by both the evaluator and the Member. The Member's signature will not necessarily constitute agreement with the observation. The Member shall also have the right to make written comments in response to the observations made.

- D. Where the District determines additional written classroom observations are needed, it may conduct such observations without any notice to the Member but, subject other wise to the provisions set forth above relating to the preparation of the written observation report and post observations conference and procedures. It is the intent of the parties that these provisions for written classroom observation shall not in any way restrict the right of the District to otherwise observe and evaluate Members in the classroom. All observations, complaints or incidents outside of the written classroom observations which may be used to evaluate a Member's performance will be called to the Member's attention in writing within a reasonable time after they become known to the District.

### Evaluation

- A. The chief purpose of the evaluation of Members shall be to maintain a highly qualified, competent staff and to promote its continuing development. The District and the Association recognize that the evaluation process is complex and may involve many considerations and procedures. To assist the district in performing the evaluation process, it is agreed that the following procedures will be followed in addition to the performance of the written classroom observation provided for above:

1. The parties recognize that evaluation is a continuous process and that once a year each Member shall receive a written annual evaluation completed by the Building Principal. for tenured Members, this evaluation should be completed during the school year between October and May with the teachers being given calendar year evaluation dates determined by a random selection method. Probationary Members who will be continuing their employment for another probationary year will receive the annual evaluation during the period beginning the 1st of April and ending by June 1. Any probationary Member who is terminated or denied tenure will receive his final annual evaluation no later than four months prior to the end of his probationary period or the school year that the termination or denial of tenure is to take place, whichever is the earliest.

[T]he parties agree to provide 90 days notice to a probationary teacher in the tenure year of the Superintendent's failure to recommend tenure.

2. After the annual evaluation is prepared, it shall be submitted to the Member who will have an opportunity to respond in writing to the evaluation within two (2) weeks from the date of its receipt.
3. At the election of either the evaluator or the Member, a conference shall be held to discuss the annual evaluation prior to its submission to the Member personnel file. This conference may be waived by the Member. The written annual evaluation will be signed by the evaluator and the Member. The Member's signature does not necessarily constitute agreement with the annual evaluation.
4. The parties further agree that in an effort to make the annual evaluation as effective as reasonably possible, it shall include but not be limited to the following:

- a. An overall statement of whether or not the Member's performance is satisfactory.
- b. Criticisms of performance and laudatory comments concerning the Member's performance where appropriate shall be included. Where criticisms are made, area of improvement will be identified.
- c. A statement of sources of assistance to improve the criticized area and an opportunity to receive supervisory assistance in those areas where appropriate, provided such assistance would not result in substantial cost to the School District.

The District and the Association will work together to develop the written classroom observation from and the annual evaluation form. It is understood that the evaluation process is a basic responsibility of the District. It is further understood and agreed that the written classroom observations and annual evaluations are important aspects of the overall evaluation process but shall not be the only and/or final determinant in evaluation of teacher performance.

- 5. The Association and ISNU representatives will continue to work on revising evaluation forms.

#### Personnel Files

- A. Each Member will have the right, in accordance with the procedures established by the Superintendent and in the presence of the Superintendent or designee, to review and copy the contents of his complete personnel file with the exception of confidential pre-employment recommendations. A Member will be entitled to have a representative of the Association accompany him during such review.
- B. No material derogatory to a member's conduct, service, character, or personality will be placed in the Member's personnel file unless the Member has had an opportunity to review the material. The Member will acknowledge he has had an opportunity to review such material by affixing his signature to the copy to be filed with the understanding that such signature does not indicate agreement with the contents thereof. The Member will also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent and attached to the file copy.

### **ARTICLE XXIII**

#### **Professional Performance Appraisal Observation and Evaluation**

This Article is to be effective with the 2008-09 school year.

The Annual Professional Performance Appraisal Review Process is designed to provide opportunities for ongoing dialogue and formative feedback to enhance the quality of the teaching and learning process.

The parties further agree that in an effort to make the annual evaluation process as effective as reasonably possible, it shall conform to the forms and process as outlined in the APPR Plan. It is recognized that the APPR and the collective negotiating agreement interface and must be coordinated. Should the APPR and the Agreement be in conflict on an issue, the Agreement's language would control.

It is understood that the evaluation process is a basic responsibility of the District. It is further understood and agreed that the written classroom observations and summative evaluations are important aspects of the overall evaluation process, but shall not be the only and/or final determinant in evaluation of teacher performance.

#### **A. Classroom Observations**

1. Unless specified otherwise, observations may be formal or informal, announced or unannounced and are intended to serve a formative purpose, not summative.
2. All monitoring and observation of work performance of a Member will be conducted openly and with full knowledge of the Member. The use of any electronic and/or similar device(s) shall not be used for the purpose of observation or evaluation except with the written consent of the Member. Written classroom observations shall be performed by school district administrators as determined by the Superintendent of Schools.
3. The number of written classroom observations will vary according to the individual Member's tenure status and growth factors. A Member's reasonable request for additional classroom observations shall be honored.
4. Formal observations are to provide specific written feedback with opportunities for dialogue regarding the instructional process and the enhancement of student learning. A formal classroom observation shall not be less than thirty (30) minutes and, where reasonable, should cover a class period.
5. Informal observations (e.g., drop-ins, classroom visits, and walk-throughs) provide additional opportunities for professional dialogue regarding instruction and student learning. An informal observation may become a formal observation as long as the formal observation process and protocol AFTER the classroom observation are followed. That is, the pre-conference does not need to take place, but the observer / administrator must comply with the thirty (30) minute standard, write-up, and post-observation conference.
6. Probationary Members shall be observed formally at least four (4) times during the first year of probation and three (3) times during each of the following years of probation prior to the granting or denial of tenure, if the Member is not terminated before the end of the period. The first of these formal classroom observations shall take place on or before sixty (60)

days after the first date of employment and the final such observation shall be conducted no later than June 1<sup>st</sup> of each school year. During the first year of probation, any informal, unannounced observations can occur only after the second formal, announced observation. During the second and/or third year(s) of probation, any informal, unannounced observations can occur only after the first formal, announced observation.

7. Tenured Members will be observed a minimum of one (1) time each school year. After the first formal, announced observation, any subsequent observations may be informal, unannounced. Tenured Members may waive this requirement with their administrator.
8. All observations, complaints or incidents outside of the written classroom observations which may be used to evaluate a Member's performance will be called to the Member's attention in writing within a reasonable time after they become known to the District.

### **B. Observation Process**

1. All forms for the observation process are those contained in the APPR (e.g. Pre-Observation Conference Form and the Post Conference Observation Form), unless the District and Association agree otherwise.
2. For each required formal written classroom observation, the Member shall receive notice acceptable to the Member prior to the time of observation. There is to be a pre-conference meeting and the Member is to prepare a pre-observation conference form and to provide it to the administrator.
3. After completion of the classroom observation, a draft written observation report will be prepared within six (6) school days and submitted to the Member at least one (1) school day prior to the post-observation conference. The Member may waive receipt of the draft in order to expedite the process and receive more immediate feedback.
4. After completion of the draft written report (if not waived) and the post-observation conference, the administrator will complete the final written observation report and provide a copy to the Member within six (6) school days. The written observation report will be signed by both the administrator and the Member within fifteen (15) school days after receipt and the Member shall have the right to make written comments in response to the report within fifteen (15) school days after receipt of the final written observation report. Member's signature will not necessarily constitute agreement with the report.

### **C. Summative Evaluation**

1. All Members shall receive a Summative Evaluation. Each member shall have the opportunity to choose his/her Summative Evaluation format within the parameters of the APPR.



2. The Summative Evaluation is to be comprehensive in nature and shall relate to the Member's performance during the preceding twelve (12) months. The Summative Evaluation may take alternative forms as provided for in the APPR and as agreed to by the District and the Association.
3. The Summative Evaluation documents shall be completed by the Member's immediate supervisor / building administrator. If the Member holds a shared position (e.g. across buildings, departments, etc.), all of his/her supervisors may contribute to the Summative Evaluation. The author(s) of the Summative Evaluation form shall be determined by the Member's position, number of supervisors, and building assignments. The Summative Evaluation shall be a collaborative effort among the authors.
4. The Summative Evaluation may include observations and other relevant data (e.g. portfolio) as required under the APPR.
5. All forms for the Summative Evaluation process are contained in the APPR (e.g. Summative Evaluation Form), unless the District and Association agree otherwise. A draft of the Summative Evaluation form shall be provided to the Member at least two (2) days prior to the Summative Evaluation conference.

#### **6. Probationary Members**

- a. A Summative Evaluation shall be written for each probationary Member based upon whatever written observations were made and upon any other information pertinent to the purpose of evaluation.
- b. Each probationary Member shall receive a draft of his/her Summative Evaluation at least two (2) days before any conference thereon. The draft shall be delivered to the Member between April 1<sup>st</sup> and June 1<sup>st</sup>.
- c. Where a probationary Member is to be terminated at the end of the school year or where he/she is to be denied tenure, he/she will receive his/her final Summative Evaluation no later than ninety (90) calendar days prior to the end of his/her probationary period, or ninety (90) days prior to the end of the school year in which the termination or denial of tenure is to take place, whichever is the earliest.

#### **7. Tenured Members**

- a. For tenured Members, the Summative Evaluation may be completed at any time after October 1<sup>st</sup>, unless the Member and administrator agree otherwise.

8. A Summative Evaluation conference shall be held with the Member annually to discuss the draft Summative Evaluation form prior to its submission to the Member's personnel file. The administrator and the Member will sign the final draft of the Summative Annual Evaluation form. The Member's signature does not necessarily constitute agreement with the Summative Evaluation.
9. The Member shall have the right to submit a written response to the Summative Evaluation within fifteen (15) school days from the date of its receipt. This response shall be attached to the Summative Evaluation and placed in the personnel file.
10. If a Member's Summative Evaluation results in a rating of "unsatisfactory" for a specific category, a Teacher Improvement Plan (TIP) shall be implemented as required by the APPR.

#### **D. Teacher Improvement Plan**

1. Members who receive a rating of "unsatisfactory" are subject to a Teacher Improvement Plan (TIP) as provided in the APPR process.
2. The GTA president shall be notified when the District implements a TIP.
3. The Member will have the opportunity to participate in the development of his/her TIP in consultation with the GTA and the District.

### **ARTICLE XXIV** **Retirement Incentive**

*Cc + 15th*  
The current early retirement incentive plan as set forward in Board of Education policy 6560 was eliminated on June 30, 2004. Effective July 1, 2004 the retirement incentive shall be established as follows:

#### **Eligibility Standards 2004-05**

1. All that are eligible to retire as of June 30, 2005 without reduced pension benefit.
2. At least 15 years of service in the Geneva City School District.

#### **Eligibility Standards 2005-06 and into the future:**

3. All those who for the first time become eligible to retire as of June 30, 2006 without reduced pension benefit.

All those who for the first time become eligible to retire without reduction in pension benefit as of June 30, 2006 (2007, and so on into the future).

4. At least 15 years of service in the Geneva City School District.

The retirement incentive found at Article XXIV, Retirement Incentive, of the Agreement is extended for the 2006-07 school year and the parties agree that, unless otherwise mutually agreed upon, the incentive does not sunset on June 30, 2007.

#### Irrevocable Letter of Resignation

If the Unit member first becomes eligible for the incentive during the 2004-05 school year, he/she must submit an irrevocable letter of resignation to be received in the office of the Superintendent by the close of business on the first full work day of March 2005. If such unit member does not submit an irrevocable letter of resignation when first eligible then he/she will no longer be eligible for any retirement incentives. The District shall notify unit members in writing about the retirement incentive by December 15, 2004.

If the Unit member first becomes eligible for the incentive during the 2005-06 school year, he/she must submit an irrevocable letter of resignation to be received in the office of the Superintendent by the close of business on the first full work day of February 2006. If such unit member does not submit an irrevocable letter of resignation when first eligible then he/she will no longer be eligible for any retirement incentives. The District shall notify unit members in writing about the retirement incentive by October 15, 2005.

If the Unit member first becomes eligible for the incentive during the 2006-07 school year, s/he must submit an irrevocable letter of resignation to be received in the office of the Superintendent by the close of business on the first full work day of March 2007. For years following the 2006-07 school year, the unit member must submit an irrevocable letter of resignation to be received in the office of the Superintendent by the close of business on the first full work day of February 2008 (2009 et cetera). If such unit member does not submit an irrevocable letter of resignation when first eligible, then s/he will no longer be eligible for any retirement incentives. The District shall notify unit members in writing about the retirement incentive by February 13, 2007. For each succeeding year, the District will provide written notice to unit members by October 15th.

#### Effective Date of Resignation

Those eligible to retire in 2004-05 must resign effective June 30, 2005.

Those eligible to retire in 2005-06 must resign effective June 30, 2006.

Those eligible to retire in any school year following the 2005-06 school year, must resign effective June 30<sup>th</sup> of the school year e.g. June 30, 2007 for those eligible to retire in 2006-07, et cetera.

#### Calculation of Incentive

Fourteen thousand, five hundred dollars (\$14,500) plus forty dollars (\$40) for each accumulated but unused sick day up to a maximum of two hundred (200) unused sick days.

If any further retirement incentives are adopted, the eligible unit member may only select one incentive.

NOTE: For 2004-05 only – Any eligible unit member who retires under this retirement incentive will receive payment under the former retirement incentive (policy #6560) or the foregoing, whichever is greater.

#### Distribution of Incentive

The payment of the incentive will be made as a 403(b) employer final payment (discriminatory/terminal payment) to the employee on or before October 31<sup>st</sup> of the year in which the employee retires.

### ARTICLE XXV

#### Duration

The provisions of this agreement except as stated otherwise shall be effective as of July 1, 2003 and shall remain in full force and effect up to and including June 30, 2006.

The dates shall be changed to comport to the successor agreement. The parties agree to a one (1) year agreement which will expire on June 30, 2007.

### ARTICLE XXVI

#### Statutory Clause

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OR LAW OR BY PROVIDING THE ADDITIONAL FUNDS, THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

### ARTICLE XXVII

#### Savings Clause

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 of the agreement will continue in full force and effect.

### EXTRA-CURRICULAR PAY UNIT ASSIGNMENTS

The following table shows the 2003-2004, 2004-2005, and 2005-2006 pay unit assignments for various extra-curricular positions. The index amount for 2003-04 is \$32,266; 2004-05 is \$34,024; and 2005-06 is \$34,038.

<b>BASE SALARY</b>	<b><u>\$32,266</u></b>		
<b><u>GROUP 1</u></b>	<b><u>1-3 YEARS</u></b>	<b><u>4-6</u></b>	<b><u>7+ YEARS</u></b>
<b>% BASE</b>	<b>6.5</b>	<b>7</b>	<b>7.5</b>
<b>MARCHING BAND DIRECTOR</b>	<b>\$2,097</b>	<b>\$2,259</b>	<b>\$2,420</b>
<b><u>GROUP 2</u></b>			
<b>% BASE</b>	<b>5</b>	<b>5.5</b>	<b>6</b>
<b>YRBK PUBLICATION ADVISOR</b>	<b>\$1,613</b>	<b>\$1,775</b>	<b>\$1,936</b>
<b>STUDENT COUNCIL-HS</b>			
<b><u>GROUP 3</u></b>	<b><u>1-3 YEARS</u></b>	<b><u>4-6</u></b>	<b><u>5-7</u></b>
<b>% BASE</b>	<b>4.5</b>	<b>5</b>	<b>5.5</b>
<b>SENIOR CLASS ADVISOR</b>	<b>\$1,452</b>	<b>\$1,613</b>	<b>\$1,775</b>
<b><u>GROUP 4</u></b>			
<b>% BASE</b>	<b>4</b>	<b>4.5</b>	<b>5</b>
<b>JUNIOR CLASS ADVISOR</b>	<b>\$1,291</b>	<b>\$1,452</b>	<b>\$1,613</b>
<b>DRAMA PROD. ADVISOR-HS</b>			
<b>MARCH BAND-ASST DIRECTOR</b>			
<b>MUSICAL PROD. ADVISOR-HS</b>			
<b>MUSICAL ORCHESTRA DIR-HS</b>			
<b>STUDENT COUNCIL-MS</b>			
<b><u>GROUP 5</u></b>			
<b>% BASE</b>	<b>3.5</b>	<b>4</b>	<b>4.5</b>
<b>SOPHOMORE CLASS ADVISOR</b>	<b>\$1,129</b>	<b>\$1,291</b>	<b>\$1,452</b>
<b>NEWSPAPER ADVISOR-HS</b>			
<b><u>GROUP 6</u></b>			
<b>% BASE</b>	<b>3</b>	<b>3.5</b>	<b>4</b>
<b>FRESHMAN CLASS ADVISOR</b>	<b>\$968</b>	<b>\$1,129</b>	<b>\$1,291</b>
<b><u>GROUP 7</u></b>			
<b>% BASE</b>	<b>2.5</b>	<b>3</b>	<b>3.5</b>
<b>DRAMA PROD. ASST-HS</b>	<b>\$807</b>	<b>\$968</b>	<b>\$1,129</b>
<b>VOICE</b>			
<b>MASTERMINDS</b>			
<b>MATH LEAGUE-HS</b>			
<b>MODEL UN</b>			
<b>MUSICAL CHOREOGRAPHER-HS</b>			
<b>NATIONAL HONOR SOCIETY</b>			
<b><u>GROUP 8</u></b>			
<b>% BASE</b>	<b>2</b>	<b>2.5</b>	<b>3</b>

COLOR GUARD INSTRUCTOR- SPRING	\$645	\$807	\$968
MEMORY BOOK ADVISOR-MS			
NEWSPAPER ADVISOR-MS			
PLAY DIRECTOR-MS			
PERCUSSION INSTRUCTOR-SPRING			
YRBK BUSINESS ADVISOR-HS			

**GROUP 9**

% BASE	1.5	2	2.5
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COLOR GUARD INSTRUCTOR-FALL	\$484	\$645	\$807
PLAY ASST-MS			
PERCUSSION INSTRUCTOR-FALL			

2003-2004 Sports Matrix

BASE SALARY	<u>\$32,266</u>		
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<b><u>GROUP 1</u></b>	<b><u>1-3 YEARS</u></b>	<b><u>4-6 YEARS</u></b>	<b><u>7+ YEARS</u></b>
% BASE	11	13	15

HEAD GIRLS SWIMMING	\$3,549	\$4,195	\$4,840
HEAD BOYS SWIMMING			
HEAD BOYS BASKETBALL			
HEAD GIRLS BASKETBALL			
HEAD FOOTBALL			
HEAD WRESTLING			

**GROUP 2**

% BASE	8.5	10.5	12.5
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HEAD ICE HOCKEY	\$2,743	\$3,388	\$4,033
HEAD GIRLS LACROSSE			
HEAD BOYS LACROSSE			
HEAD BOYS SOCCER			
HEAD GIRLS SOCCER			
HEAD BASEBALL			
HEAD SOFTBALL			
HEAD TRACK			
HEAD VOLLEYBALL			
HEAD WINTER CHEERLEADING			

**GROUP 3**

% BASE	7	9	11
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ASST VARSITY FOOTBALL	\$2,259	\$2,904	\$3,549
BOWLING			
CROSS COUNTRY			
FALL CHEERLEADING			
GOLF			
HEAD BOYS TENNIS			

HEAD GIRLS TENNIS  
 HEAD JV FOOTBALL  
 JV BOYS BASKETBALL  
 JV GIRLS BASKETBALL  
 JV WRESTLING

**GROUP 4**

% BASE	5.5	7.5	9.5
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ASST CROSS COUNTRY	\$1,775	\$2,420	\$3,065
ASST GOLF			
ASST JV FOOTBALL			
ASST SWIMMING (DIVING)			
ASST TRACK			
ASST VARSITY LACROSSE			
BOYS TENNIS			
GIRLS TENNIS			
FROSH BASKETBALL			
JV BOYS LACROSSE			
JV GIRLS LACROSSE			
JV BOYS SOCCER			
JV GIRLS SOCCER			
JV BASEBALL			
JV GOLF			
JV SOFTBALL			
JV VOLLEYBALL			
FALL CHEERLEADING ASST			

**GROUP 5**

% BASE	4.5	6.5	8.5
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MOD BASEBALL	\$1,452	\$2,097	\$2,743
MOD BASKETBALL			
MOD FOOTBALL			
MOD GOLF			
MOD LACROSSE-BOYS			
MOD LACROSSE-GIRLS			
MOD SOCCER			
MOD SOFTBALL			
MOD SWIMMING			
MOD TRACK			
MOD VOLLEYBALL			
MOD WRESTLING			

**GROUP 6**

% BASE	3.5	5.5	7.5
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ASST MOD BASEBALL	\$1,129	\$1,775	\$2,420
ASST MOD FOOTBALL			
ASST MOD LACROSSE			
ASST MOD SOCCER			
ASST MOD SOFTBALL			
ASST MOD TRACK			

## 2004-2005 Extra Curricular Matrix

<b>BASE SALARY</b>	<b><u>\$34,034</u></b>		
<b><u>GROUP 1</u></b>	<b><u>1-3 YEARS</u></b>	<b><u>4-6 YEARS</u></b>	<b><u>7+ YEARS</u></b>
<b>% BASE</b>	<b>6.5</b>	<b>7</b>	<b>7.5</b>
<b>MARCHING BAND DIRECTOR</b>	<b>\$2,212</b>	<b>\$2,382</b>	<b>\$2,553</b>
<b><u>GROUP 2</u></b>			
<b>% BASE</b>	<b>5</b>	<b>5.5</b>	<b>6</b>
<b>YRBK PUBLICATION ADVISOR</b>	<b>\$1,702</b>	<b>\$1,872</b>	<b>\$2,042</b>
<b>STUDENT COUNCIL-HS</b>			
<b><u>GROUP 3</u></b>	<b><u>1-3 YEARS</u></b>	<b><u>4-6 YEARS</u></b>	<b><u>5-7 YEARS</u></b>
<b>% BASE</b>	<b>4.5</b>	<b>5</b>	<b>5.5</b>
<b>SENIOR CLASS ADVISOR</b>	<b>\$1,532</b>	<b>\$1,702</b>	<b>\$1,872</b>
<b><u>GROUP 4</u></b>			
<b>% BASE</b>	<b>4</b>	<b>4.5</b>	<b>5</b>
<b>JUNIOR CLASS ADVISOR</b>	<b>\$1,361</b>	<b>\$1,532</b>	<b>\$1,702</b>
<b>DRAMA PROD. ADVISOR-HS</b>			
<b>MARCH BAND-ASST DIRECTOR</b>			
<b>MUSICAL PROD. ADVISOR-HS</b>			
<b>MUSICAL ORCHESTRA DIR-HS</b>			
<b>STUDENT COUNCIL-MS</b>			
<b><u>GROUP 5</u></b>			
<b>% BASE</b>	<b>3.5</b>	<b>4</b>	<b>4.5</b>
<b>SOPHOMORE CLASS ADVISOR</b>	<b>\$1,191</b>	<b>\$1,361</b>	<b>\$1,532</b>
<b>NEWSPAPER ADVISOR-HS</b>			
<b><u>GROUP 6</u></b>			
<b>% BASE</b>	<b>3</b>	<b>3.5</b>	<b>4</b>
<b>FRESHMAN CLASS ADVISOR</b>	<b>\$1,021</b>	<b>\$1,191</b>	<b>\$1,361</b>
<b><u>GROUP 7</u></b>			
<b>% BASE</b>	<b>2.5</b>	<b>3</b>	<b>3.5</b>
<b>DRAMA PROD. ASST-HS</b>	<b>\$851</b>	<b>\$1,021</b>	<b>\$1,191</b>
<b>VOICE</b>			
<b>MASTERMINDS</b>			
<b>MATH LEAGUE-HS</b>			
<b>MODEL UN</b>			
<b>MUSICAL CHOREOGRAPHER-HS</b>			
<b>NATIONAL HONOR SOCIETY</b>			
<b><u>GROUP 8</u></b>			
<b>% BASE</b>	<b>2</b>	<b>2.5</b>	<b>3</b>



COLOR GUARD INSTRUCTOR- SPRING	\$681	\$851	\$1,021
MEMORY BOOK ADVISOR-MS			
NEWSPAPER ADVISOR-MS			
PLAY DIRECTOR-MS			
PERCUSSION INSTRUCTOR-SPRING			
YRBK BUSINESS ADVISOR-HS			

**GROUP 9**

% BASE	1.5	2	2.5
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COLOR GUARD INSTRUCTOR-FALL	\$511	\$681	\$851
PLAY ASST-MS			
PERCUSSION INSTRUCTOR-FALL			

2004-2005 Sports Matrix

BASE SALARY	<u>\$34,034</u>		
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**GROUP 1**

% BASE	<u>1-3 YEARS</u> 11	<u>4-6 YEARS</u> 13	<u>7+ YEARS</u> 15
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HEAD GIRLS SWIMMING	\$3,744	\$4,424	\$5,105
HEAD BOYS SWIMMING			
HEAD BOYS BASKETBALL			
HEAD GIRLS BASKETBALL			
HEAD FOOTBALL			
HEAD WRESTLING			

**GROUP 2**

% BASE	8.5	10.5	12.5
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HEAD ICE HOCKEY	\$2,893	\$3,574	\$4,254
HEAD GIRLS LACROSSE			
HEAD BOYS LACROSSE			
HEAD BOYS SOCCER			
HEAD GIRLS SOCCER			
HEAD BASEBALL			
HEAD SOFTBALL			
HEAD TRACK			
HEAD VOLLEYBALL			
HEAD WINTER CHEERLEADING			

**GROUP 3**

% BASE	7	9	11
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ASST VARSITY FOOTBALL	\$2,382	\$3,063	\$3,744
BOWLING			
CROSS COUNTRY			
FALL CHEERLEADING			
GOLF			
HEAD BOYS TENNIS			
HEAD GIRLS TENNIS			

HEAD JV FOOTBALL  
 JV BOYS BASKETBALL  
 JV GIRLS BASKETBALL  
 JV WRESTLING

**GROUP 4**

% BASE	5.5	7.5	9.5
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ASST CROSS COUNTRY	\$1,872	\$2,553	\$3,233
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ASST GOLF

ASST JV FOOTBALL

ASST SWIMMING (DIVING)

ASST TRACK

ASST VARSITY LACROSSE

BOYS TENNIS

GIRLS TENNIS

FROSH BASKETBALL

JV BOYS LACROSSE

JV GIRLS LACROSSE

JV BOYS SOCCER

JV GIRLS SOCCER

JV BASEBALL

JV GOLF

JV SOFTBALL

JV VOLLEYBALL

FALL CHEERLEADING ASST

**GROUP 5**

% BASE	4.5	6.5	8.5
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MOD BASEBALL	\$1,532	\$2,212	\$2,893
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MOD BASKETBALL

MOD FOOTBALL

MOD GOLF

MOD LACROSSE-BOYS

MOD LACROSSE-GIRLS

MOD SOCCER

MOD SOFTBALL

MOD SWIMMING

MOD TRACK

MOD VOLLEYBALL

MOD WRESTLING

**GROUP 6**

% BASE	3.5	5.5	7.5
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ASST MOD BASEBALL	\$1,191	\$1,872	\$2,553
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ASST MOD FOOTBALL

ASST MOD LACROSSE

ASST MOD SOCCER

ASST MOD SOFTBALL

ASST MOD TRACK

<b>BASE SALARY</b>	<b><u>\$34,038</u></b>		
<b><u>GROUP 1</u></b>	<b><u>1-3 YEARS</u></b>	<b><u>4-6 YEARS</u></b>	<b><u>7+ YEARS</u></b>
<b>% BASE</b>	<b>6.5</b>	<b>7</b>	<b>7.5</b>
<b>MARCHING BAND DIRECTOR</b>	<b>\$2,212</b>	<b>\$2,383</b>	<b>\$2,553</b>
<b><u>GROUP 2</u></b>			
<b>% BASE</b>	<b>5</b>	<b>5.5</b>	<b>6</b>
<b>YRBK PUBLICATION ADVISOR STUDENT COUNCIL-HS</b>	<b>\$1,702</b>	<b>\$1,872</b>	<b>\$2,042</b>
<b><u>GROUP 3</u></b>	<b><u>1-3 YEARS</u></b>	<b><u>4-6 YEARS</u></b>	<b><u>5-7 YEARS</u></b>
<b>% BASE</b>	<b>4.5</b>	<b>5</b>	<b>5.5</b>
<b>SENIOR CLASS ADVISOR</b>	<b>\$1,532</b>	<b>\$1,702</b>	<b>\$1,872</b>
<b><u>GROUP 4</u></b>			
<b>% BASE</b>	<b>4</b>	<b>4.5</b>	<b>5</b>
<b>JUNIOR CLASS ADVISOR DRAMA PROD. ADVISOR-HS MARCH BAND-ASST DIRECTOR MUSICAL PROD. ADVISOR-HS MUSICAL ORCHESTRA DIR-HS STUDENT COUNCIL-MS</b>	<b>\$1,362</b>	<b>\$1,532</b>	<b>\$1,702</b>
<b><u>GROUP 5</u></b>			
<b>% BASE</b>	<b>3.5</b>	<b>4</b>	<b>4.5</b>
<b>SOPHOMORE CLASS ADVISOR NEWSPAPER ADVISOR-HS</b>	<b>\$1,191</b>	<b>\$1,362</b>	<b>\$1,532</b>
<b><u>GROUP 6</u></b>			
<b>% BASE</b>	<b>3</b>	<b>3.5</b>	<b>4</b>
<b>FRESHMAN CLASS ADVISOR</b>	<b>\$1,021</b>	<b>\$1,191</b>	<b>\$1,362</b>
<b><u>GROUP 7</u></b>			
<b>% BASE</b>	<b>2.5</b>	<b>3</b>	<b>3.5</b>
<b>DRAMA PROD. ASST-HS VOICE MASTERMINDS MATH LEAGUE-HS MODEL UN MUSICAL CHOREOGRAPHER-HS NATIONAL HONOR SOCIETY</b>	<b>\$851</b>	<b>\$1,021</b>	<b>\$1,191</b>
<b><u>GROUP 8</u></b>			
<b>% BASE</b>	<b>2</b>	<b>2.5</b>	<b>3</b>
<b>COLOR GUARD INSTRUCTOR-</b>	<b>\$681</b>	<b>\$851</b>	<b>\$1,021</b>

SPRING  
 MEMORY BOOK ADVISOR-MS  
 NEWSPAPER ADVISOR-MS  
 PLAY DIRECTOR-MS  
 PERCUSSION INSTRUCTOR-SPRING  
 YRBK BUSINESS ADVISOR-HS

**GROUP 9**

% BASE	1.5	2	2.5
COLOR GUARD INSTRUCTOR-FALL	\$511	\$681	\$851
PLAY ASST-MS			
PERCUSSION INSTRUCTOR-FALL			

2005-2006 Sports Matrix

BASE SALARY \$34,038

**GROUP 1**

	<b><u>1-3 YEARS</u></b>	<b><u>4-6 YEARS</u></b>	<b><u>7+ YEARS</u></b>
% BASE	11	13	15
HEAD GIRLS SWIMMING	\$3,744	\$4,425	\$5,106
HEAD BOYS SWIMMING			
HEAD BOYS BASKETBALL			
HEAD GIRLS BASKETBALL			
HEAD FOOTBALL			
HEAD WRESTLING			

**GROUP 2**

% BASE	8.5	10.5	12.5
HEAD ICE HOCKEY	\$2,893	\$3,574	\$4,255
HEAD GIRLS LACROSSE			
HEAD BOYS LACROSSE			
HEAD BOYS SOCCER			
HEAD GIRLS SOCCER			
HEAD BASEBALL			
HEAD SOFTBALL			
HEAD TRACK			
HEAD VOLLEYBALL			
HEAD WINTER CHEERLEADING			

**GROUP 3**

% BASE	7	9	11
ASST VARSITY FOOTBALL	\$2,383	\$3,063	\$3,744
BOWLING			
CROSS COUNTRY			
FALL CHEERLEADING			
GOLF			
HEAD BOYS TENNIS			
HEAD GIRLS TENNIS			
HEAD JV FOOTBALL			
JV BOYS BASKETBALL			

**JV GIRLS BASKETBALL  
JV WRESTLING**

**GROUP 4**

<b>% BASE</b>	<b>5.5</b>	<b>7.5</b>	<b>9.5</b>
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<b>ASST CROSS COUNTRY</b>	<b>\$1,872</b>	<b>\$2,553</b>	<b>\$3,234</b>
<b>ASST GOLF</b>			
<b>ASST JV FOOTBALL</b>			
<b>ASST SWIMMING (DIVING)</b>			
<b>ASST TRACK</b>			
<b>ASST VARSITY LACROSSE</b>			
<b>BOYS TENNIS</b>			
<b>GIRLS TENNIS</b>			
<b>FROSH BASKETBALL</b>			
<b>JV BOYS LACROSSE</b>			
<b>JV GIRLS LACROSSE</b>			
<b>JV BOYS SOCCER</b>			
<b>JV GIRLS SOCCER</b>			
<b>JV BASEBALL</b>			
<b>JV GOLF</b>			
<b>JV SOFTBALL</b>			
<b>JV VOLLEYBALL</b>			
<b>FALL CHEERLEADING ASST</b>			

**GROUP 5**

<b>% BASE</b>	<b>4.5</b>	<b>6.5</b>	<b>8.5</b>
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<b>MOD BASEBALL</b>	<b>\$1,532</b>	<b>\$2,212</b>	<b>\$2,893</b>
<b>MOD BASKETBALL</b>			
<b>MOD FOOTBALL</b>			
<b>MOD GOLF</b>			
<b>MOD LACROSSE-BOYS</b>			
<b>MOD LACROSSE-GIRLS</b>			
<b>MOD SOCCER</b>			
<b>MOD SOFTBALL</b>			
<b>MOD SWIMMING</b>			
<b>MOD TRACK</b>			
<b>MOD VOLLEYBALL</b>			
<b>MOD WRESTLING</b>			

**GROUP 6**

<b>% BASE</b>	<b>3.5</b>	<b>5.5</b>	<b>7.5</b>
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<b>ASST MOD BASEBALL</b>	<b>\$1,191</b>	<b>\$1,872</b>	<b>\$2,553</b>
<b>ASST MOD FOOTBALL</b>			
<b>ASST MOD LACROSSE</b>			
<b>ASST MOD SOCCER</b>			
<b>ASST MOD SOFTBALL</b>			
<b>ASST MOD TRACK</b>			

**Student Academic Growth and  
Teacher Compensation Council**

On or before March 31, 1999, the Superintendent shall designate four (4) administrators (or a combination of administrators and Board members) and the Association President shall designate four (4) teachers to be participants on the Student Academic Growth and Teacher Compensation Council. The Council shall thereafter meet to establish further meeting dates and to discuss how student academic growth can be measured at the commencement and conclusion of the 2001-2002 and 2002-2003 school years. When feasible, meetings will be conducted during the work day or as determined by the Council members. The Council will be empowered to call upon and consult with experts who may provide guidance and direction as it pertains to measuring student academic growth performance.

The Council shall issue its report along with the rules and procedures to implement the foregoing concept on or before December 31, 2000. The report, rules and procedures which shall include an internal due process procedure, shall be binding upon the Association and the District and apply to all unit members.

It is understood and agreed that the rules and procedures developed by the Student Academic Growth and Teacher Compensation Council will be implemented as a pilot program for the 2001-02 and 2002-03 school years only. After the two-year pilot period, the Association or the District may decide to discontinue the program. If one party decides to discontinue the program, the program will be discontinued unless the parties mutually agree upon program modification for the future year(s). Notwithstanding section 209-a1.(e) or any other provision of the Taylor Law, the discontinuation of the pilot program after June 30, 2003, unless mutually agreed otherwise by the parties, shall not constitute an improper labor practice.

### GENEVA CITY SCHOOL DISTRICT Instructional Salary Matrix

<u>Step</u>	<u>2003-04 Bachelor</u>	<u>2004-05 Bachelor</u>	<u>2005-06 Bachelor</u>
1	\$32,266	\$33,141	\$34,038
2	\$32,583	\$33,463	\$34,358
3	\$32,952	\$33,812	\$34,711
4	\$33,457	\$34,211	\$35,089
5	\$34,103	\$34,743	\$35,517
6	\$34,773	\$35,428	\$36,089
7	\$35,440	\$36,135	\$36,810
8	\$36,107	\$36,839	\$37,554
9	\$36,750	\$37,544	\$38,294
10	\$37,449	\$38,225	\$39,036
11	\$38,185	\$38,969	\$39,762
12	\$38,805	\$39,751	\$40,550
13	\$39,514	\$40,418	\$41,375
14	\$40,137	\$41,173	\$42,088
15	\$40,794	\$41,843	\$42,886
16	\$41,958	\$42,551	\$43,605
17	\$42,879	\$43,753	\$44,362
18	\$43,900	\$44,719	\$45,605
19	\$44,671	\$45,781	\$46,614

20	\$45,650	\$46,600	\$47,717
21	\$47,089	\$47,618	\$48,580
22	\$48,186	\$49,085	\$49,636
23	\$49,456	\$50,219	\$51,134
24	\$50,868	\$51,520	\$52,306
25	\$52,417	\$52,961	\$53,641
26	\$53,470	\$54,535	\$55,113
27	\$55,043	\$55,626	\$56,716
28	\$56,504	\$57,224	\$57,846
29	\$57,509	\$58,727	\$59,471
30	\$60,343	\$59,755	\$61,026
31	\$61,948	\$62,583	\$62,072
32	\$63,592	\$64,213	\$64,907
33	\$65,372	\$65,881	\$66,566
34	\$66,623	\$67,725	\$68,261
35	\$68,088	\$69,021	\$70,163
36	\$68,338	\$70,539	\$71,506
37	\$70,936	\$70,798	\$73,078
38		\$73,490	\$73,347
39			\$76,136

Graduate credit hours and a Master's are paid pursuant to Article XIX, Salary, section B.

ALL CREDIT HOURS WILL BE PAID AT \$100 PER BLOCKS OF 3 CREDIT HOURS EFFECTIVE, JULY 1, 1988. EFFECTIVE JULY 1, 1987, A MAXIMUM OF 90 CREDIT HOURS WILL BE COMPENSATED. THOSE PERSONS ALREADY BEING COMPENSATED FOR MORE THAN 90 HOURS WILL CONTINUE TO BE PAID, HOWEVER, NO ADDITIONAL HOURS WILL BE ADDED. TUITION REIMBURSEMENT WILL CONTINUE TO BE AN AVAILABLE OPTION.

Twelve (12) approved seat hours of instruction equal one (1) graduate credit hour. Upon completion of thirty-six (36) approved seat hours of instruction, the payment for same will be three (3) graduate credit hours.

MASTER'S DEGREES WILL CONTINUE TO BE PAID ANNUALLY.

#### 2007-08 School Year.

The mutually agreed upon salary matrix for 2007-08 is attached.

Each returning unit member will be paid in accordance with his or her placement upon this salary matrix.

The salary payment for 2007-08 is retroactive to July 1, 2007.

The salary payment is to be made for unit members who returned to service at the start of the 2007-08 school year for that portion of the school year served.

2008-09 School Year.

The mutually agreed upon salary matrix for 2008-09 is attached.

Each returning unit member will be paid in accordance with his or her placement upon this salary matrix.

The salary payment for 2008-09 is retroactive to July 1, 2008.

The salary payment is to be made for unit members who returned to service at the start of the 2008-09 school year for that portion of the school year served.

2009-10 School Year.

The mutually agreed upon salary schedule for 2009-10 is attached.

Each returning unit member will be paid in accordance with his or her placement upon this salary schedule. Each returning unit member who is off step will receive an increase in his or her base salary of 3.7% over the base salary paid for the 2008-09 school year.

The placement of a unit member is determined by the salary profile for the unit member, which is a document, which has been mutually agreed upon by the parties.

Base salary means the unit member's salary, less payments or stipends for graduate hours, master's degrees, longevity and extracurricular activities.

2010-11 School Year.

The mutually agreed upon salary schedule for 2010-11 is attached.

Each returning unit member will be paid in accordance with his or her placement upon this salary schedule. Each returning unit member who is off step will receive an increase in his or her base salary of 3.7% over the base salary paid for the 2009-10 school year.

2011-12 School Year.

The mutually agreed upon salary schedule for 2011-12 is attached.

Each returning unit member will be paid in accordance with his or her placement upon this salary schedule. Each returning unit member who is off step will receive an increase in his or her base salary of 3.8% over the base salary paid for the 2010-11 school year.

LONGEVITY WILL BE PAID FOR YEARS OF SERVICE IN GENEVA IN THE  
FOLLOWING FASHION:

AT 20 YEARS - \$175
AT 25 YEARS - \$325



## AT 30 YEARS - \$425

### Longevity Payments.

A longevity payment will be paid annually to a unit member for years of service at the Geneva City School District as follows:

1. At the start of twenty (20) years: \$175 payment.
2. At the start of twenty-five (25) years: \$325 payment.
3. At the start of thirty -(30) years: \$425 payment.

The parties to this Agreement do hereby agree that notwithstanding section 209-a.1.(e) or any other provision of the Taylor Law, the District is under no obligation to make payment of any increment or step movement to any unit members who return to service after the expiration of this Agreement.

The parties to this Agreement do hereby agree that notwithstanding Section 209-a.1. (e) or any other provision of the Taylor Law, the District is under no obligation to make payment of any increment or step movement to any unit member who returns to service after the expiration of this Agreement.

### Contract Revision Committee.

The parties agree to index, edit, revise and update the appearance of the "Agreement" document by a committee composed of four persons, two appointed by the President of the Association and two appointed by the Superintendent. The parties agree to incorporate those existing memoranda of agreement which have been signed by the parties over several years on which both parties agree ought to be incorporated into the body of the Agreement. The contract revision committee should report back to the parties by April 1, 2007.

### Extra & Co-curricular Activities Committee.

The parties agree that a committee of four persons, two appointed by the President of the Association and two appointed by the Superintendent shall meet make recommendations to the parties by April 1, 2007, as to changes in the rates of pay for these extra and co-curricular activities as well as to provide any revisions as far as additions or subtractions in these assignments which would, if approved by the parties, be added to the Agreement.

### **Committees on extracurricular activities and the contract revision committee**

[This] addresses the committees for extracurricular activities and contract appearance revision and these committees are to be formed and make recommendations to the parties by April 1, 2009. The parties agree that as to

each a committee of four persons, two appointed by the President of the Association and two appointed by the Superintendent shall meet and make recommendations to the parties by April 1, 2009. The charge to each committee is that as set out in the 2006-07 Agreement.

#### **Mentoring.**

The parties agree to establish a committee of four persons, two appointed by the Superintendent and two appointed by the President of the Association who will meet, review applications for mentors and make recommendations of candidates for mentor to the Superintendent. The Superintendent will select from the candidates and make recommendations to the Board of Education. The pay is to be \$2,000 per year to mentor a new teacher.

#### **Mentoring Committee.**

A committee of four persons, two appointed by the President of the Association and two appointed by the Superintendent will meet and review the mentor program. The committee will make recommendations to the Association President and the Superintendent for possible inclusion into a successor agreement.

#### **Supplemental Benefits Committee**

A Supplemental Benefits Committee ("SBC") shall be established as soon as practicable. The SBC shall be composed of three (3) members as selected by the Superintendent and three (3) members as selected by the President of the Association. The SBC shall be charged with the responsibility to evaluate the structure and costs of supplemental benefits including, but not limited to, health care insurance and such other supplemental benefits as the SBC may find appropriate for consideration. Any recommendation of the SBC shall be subject to approval of the Board of Education and the Association.

The parties agree to meet periodically as a committee composed of four persons, two appointed by the President of the Association and two appointed by the Superintendent to recommend new, improved, different and mutually beneficial programs and employee benefits.

#### **Signatures**

As previously approved by the parties, this Agreement is signed this day of June \_\_, 2005.

/S  
January 16, 2007

**FOR THE:**  
Geneva Teachers Association

**FOR THE:**  
Geneva City School District

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Philip Johnson  
President

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Robert C. Young, Jr., Ph.D.  
Superintendent of Schools

# Revised Salary Matrix 10/09/08

% Increases

Step	2006/07	Step	2007/08	Step	2008/09	2009/10	2010/11	2011/12	Yr1	Yr2	Yr3	Yr4
					* Not verified		A	39,000				
						A	38,000	B	\$39,750			
						A	37,000	B	\$38,750			
						B	37,750	C	\$39,500			5%
						C	38,500	D	\$40,250			
						D	39,250	E	\$41,000			
						E	40,000	F	\$41,750			
						F	40,750	G	\$42,500			
						G	41,500	H	\$43,250			
						H	42,250	I	\$44,000			
						I	43,000	J	\$44,750			
						J	43,750	K	\$45,500			
						K	44,500	L	\$46,250			
						L	45,250	M	\$47,000			
						M	46,000	N	\$47,750			
						N	46,750	O	\$48,500			
						O	47,500	P	\$49,250			
						P	48,250	Q	\$50,000			
						Q	49,000	R	\$50,750			
						R	49,750	S	\$51,500			
						S	50,500	T	\$52,250			
						T	51,250	U	\$53,000			
						U	52,000	V	\$53,750			
						V	52,750	W	\$54,500			
						W	53,500	X	\$55,250			
						X	54,250	Y	\$56,000			
						Y	55,000	Z	\$56,750			
						Z	56,000		\$57,500			
							56,750		\$58,250			
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							60,500		\$62,000			
							61,250		\$62,750			
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							69,500		\$71,000			
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							71,000		\$72,500			
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							74,000		\$75,500			
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							158,750		\$160,250			
							159,500					

