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Contract Database Metadata Elements

Title: Germantown Central School District and Germantown Teachers Association (2006) (MOA)

Employer Name: Germantown Central School District

Union: Germantown Teachers Association

Effective Date: 07/01/06
Expiration Date: 06/30/11
PERB ID Number: 5099
Unit Size: 63
Number of Pages: 10

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MEMORANDUM OF AGREEMENT

BY AND BETWEEN THE SUPERINTENDENT OF SCHOOLS AND BOARD OF EDUCATION OF THE GERMANTOWN CENTRAL SCHOOL DISTRICT, hereinafter referred to as "the District" and the GERMANTOWN TEACHERS' ASSOCIATION hereinafter referred to as "the Union";

WHEREBY, the District and the Union agree to revive and incorporate the terms of the Collectively Negotiated Agreement between them that expired on June 30, 2006 into a five year successor agreement effective July 1, 2006 and terminating on June 30, 2011, except as modified by the following terms:

1. Article IX Compensation.

Revise Article IX, Section 1 by deleting the current language and replacing it with the following language:

Schedules for the periods July 1, 2006 through June 30, 2011 are attached hereto as Appendix A.

The teachers’ salary schedule shall be increased as follows:

Effective July 1, 2006 - 3.0% plus step
Effective July 1, 2007 - 3.0% plus step
Effective July 1, 2008 - 3.65% plus step
Effective July 1, 2009 - 3.55% plus step
Effective July 1, 2010 - 3.25% plus step

2. Article XIII - Health Insurance – Revise Section 1 (p.32) and Section 10 (C)(2) (p. 36) to provide that Employees will contribute toward the cost of health insurance premiums in the following amounts:

0% Individual and 5% of the difference in cost between the individual and family premium for family coverage effective July 1, 2006.

3% Individual and 6% of the difference in cost between the individual and family premium for family coverage effective July 1, 2007.

5% Individual and 10% of the difference between the individual and family premium for family coverage effective July 1, 2008.

7% Individual and 11% of the difference in cost between the individual and family premium for family coverage effective July 1, 2009.

9% Individual and 12% of the difference in cost between the individual and family premium for family coverage effective July 1, 2010.
3. Amend Article XIII Section 3 by deleting ($5.00 co-pay program) and replace with:

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4. Article XIII, Sec. 9 Health Insurance Buy-out:

Replace Article XIII, Sec. 9 A in its entirety with the following:

All unit members and retirees who as of July 1, 2008 participated in the health insurance buyout will receive the same flat dollar value of the health insurance buyout they received during the 2007-2008 school year and will continue to receive such health insurance buyout amount for as long as he or she is eligible to receive the health insurance buyout.

Effective July 1, 2008, unit members who are new entries into the health insurance buyout program and retirees who are participating in the District's health insurance program and opt to become new entries into the health insurance buyout program will receive a buyout that is equal to 50% of the cost of an individual plan as it existed during the 2007-2008 school year, regardless of the coverage withdrawn from.

The buyout shall be paid in two equal installments, the first being no later than January 31, if possible, and the second being no later than June 30, such payments to be prorated in the case of an employee leaving the District's employment, commencing personal leave, parental leave, other leave without pay, or having enrolled in the plan during the school year of withdrawal therewith.

5. Article IX (12) - Career Salary Option

Delete Article IX, section 12 “Career and Salary Option” in its entirety.

6. Article XIV Retirement Incentive:

Add a new Section (3) that states the following:

Effective July 1, 2008 employees hired on or before July 1, 1988 will receive the current retirement incentive set forth at Article XIV of the Collectively Negotiated Agreement.

Effective July 1, 2008, employees hired after July 1, 1988 will be eligible
to receive the following retirement incentive:

"Early Retirement Incentive"

1. For the life of this Agreement, unit members who are eligible to receive retirement benefits from the New York State Teacher's Retirement System and who meet the eligibility requirements set forth in paragraph 2 and 4 below shall be entitled to a retirement incentive payment of $30,000.00.

2. To be entitled to the benefit referenced in paragraph 1 above, the unit member must have served in the District for at least fifteen (15) years and announce his/her retirement in writing to the Clerk of the Board of Education by submission of an irrevocable letter of resignation for the purpose of retirement on or before January 1st of the year in which the unit member is first eligible to receive retirement benefits from the NYSTRS. The retirement date of all members participating in this retirement incentive shall be June 30th in the year in which the unit member is first eligible to retire, and such retirement date will be set forth in the unit member's irrevocable letter of resignation.

3. The incentive amount referenced in paragraph 1 above shall be payable within four months from the date of retirement into the unit member's Section 403(b) I.R.C. Tax Sheltered Annuity in the amount of $30,000.00.

4. For those members hired after July 1, 1988 and who were first eligible for retirement prior to the effective date of this Agreement, have served in the District for at least fifteen (15) years prior to applying for retirement and submit an irrevocable letter of resignation for purposes of retirement on or before March 1, 2009 for retirement effective June 30, 2009 will also be eligible for this retirement incentive.

7. Article V (19) - Student Assignments – The parties’ Stipulation of Settlement dated December 23, 2005 revising Article V, Section 19 shall no longer be in effect and the parties shall revise Article V, Section 19 of the Agreement by deleting Article V, Section 19 in its entirety and will replace it with the following:

"Effective July 1, 2006, the District may decide not to distribute elementary IDEA or Section 504 students equally. If so, the following conditions shall be met:"

A. The Association and the elementary teachers affected shall be notified no later than June 1st.

B. The elementary teachers at the two grade levels (sending and receiving), the special education teacher, and the administrator(s) shall meet and cooperatively develop a class list for the following year. The District has the right to place special education students. If the situation should arise where consensus cannot be reached regarding placement of a specific student, the administrator shall determine the placement. After the class
lists are developed at the meeting they will only be altered by the addition of new students to the District. Said new students will continue to be placed by the administrator.

C. In consecutive years, the District will not assign any one elementary teacher, other than a special education teacher, all of the District’s elementary special education students.

8. Article V(1) - Teacher Work Year

Modify Article V (1), delete the second sentence and replace with the following:

“The teacher’s work year shall consist of no more than 184 days, consisting of a maximum of 180 student contact days and four (4) Superintendent’s Conference Days.”

9. Article V(8) - Emergency Days - Delete the current language and replace with the following:

“Emergency Days - In the event that emergency days scheduled in the calendar are not used, they shall be given back following consultation between the Superintendent of Schools and the Association President. If one day is owed to be given back, the Superintendent may schedule it following such consultation. If more than one day is owed to be given back, at least two (2) such days will be scheduled consecutively on what would otherwise have been workdays. However, in no event shall a day be given back during the last week when students are in attendance in school.”

10. Article V (10) - Change in Assignment - Insert the words “in writing” after the word “notified” in the first sentence.

11. Article IV [NEW] - Add a provision that states the following:

“Mileage Reimbursement Rate – The mileage rate for job-related travel shall be set at the IRS rate.”

12. Article V(4), Second Paragraph - After the second sentence add the following:

“During that time, teachers shall attend to professional responsibilities including, but not limited to, student health, tutorial, enrichment and parent conferencing.”

Also, delete the word “health” where it appears in this section.

13. Article V(11) After the third sentence add the following:

“Up to four (4) faculty meetings each year may be 1.5 hours in length. Meetings that extend beyond one hour shall be noticed at least two weeks in
advance.”

Also, delete the last two sentences of this section and replace with the following:

“In addition, all unit members will attend and participate in two evening programs (e.g.: report card night, awards night and/or grade level night), as assigned by the District.”

14. Article IV (1)(A)- Payment for Unused Sick Leave Days Annually:

Add to the provision the following at the end of the third sentence:

“Provided, however, that unit members who use fewer than three (3) sick leave days shall be entitled to payment for up to the seven (7) unused sick leave days from the prior year at the rate of $75.00 per day.”

15. Article IX Compensation - Credits:

Revise Article IX (4) to state the following increases in the amount paid to teachers for credits: $88.00 in 2006, $90.00 in 2007, $92.00 in 2008 and $94.00 in 2009 and $94.00 in 2010.

16. Article IX Compensation - Longevities

Revise Article IX (5) (D) by increasing longevities as follows:

Effective July 1, 2006 current longevities will be increased by $100.00 in Year 20, $100.00 in Year 25, $100 in Year 27 and $100 in Year 30.

Effective July 1, 2007 longevities in Years 20 and 25 will be increased by an additional $25.00 and longevities in Years 27 and 30 will be increased by an additional $50.00.

Effective July 1, 2008 longevities in Years 20 and 25 will be increased by an additional $25.00 and longevities in Years 27 and 30 will be increased by an additional $50.00.

Effective July 1, 2009 longevities in Years 20 and 25 will be increased by an additional $25.00 and longevities in Years 27 and 30 will be increased by an additional $50.00.

Effective July 1, 2010 longevities in Years 20 and 25 will be increased by an additional $25.00 and longevities in Years 27 and 30 will be increased by an additional $50.00.
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17. Article IX (5) A and C – Masters Degree differential and Doctorate Degree differential.

The Masters Degree differential and Doctorate degree differential will be increased as follows: effective July 1, 2006 3.0%; effective July 1, 2007 3.0%; effective July 1, 2008 3.65%; effective July 1, 2009 3.55%; effective July 1, 2010 3.25%.

18. Article XVII – Legal Disclaimer and Duration of Agreement

Revise Section 2. to state that the parties’ collectively negotiated agreement shall be effective July 1, 2006 and continue in effect until June 30, 2011.

19. Extra Curricular and Co-Curricular Stipends

The parties agree to form a committee consisting of one District representative appointed by the District and three GTA representatives appointed by the GTA for the purpose of reviewing stipends paid to coaches and to teachers for extra-curricular and co-curricular activities and to make appropriate modifications thereto. If the committee cannot reach mutual agreement on the appropriate modifications to stipends by January 31, 2009, the GTA may demand and upon such demand the District shall agree to participate in a Last Offer Binding Interest Arbitration to resolve their differences in which each party shall submit its last best offer for selection by the interest arbitrator. The arbitration shall take place on an expedited basis before such arbitrator that the parties mutually select. The costs of arbitration shall be borne equally by the parties.

20. Prior to payment of retroactive compensation, the parties will verify the records used to determine health insurance, retroactive payments and compensation calculations.

21. As determined by the parties on September 24, 2008, the new draft contract will be revised accordingly with the terms of this Memorandum of Agreement.
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SO AGREED THIS 16 DAY OF DECEMBER 2008 SUBJECT TO RATIFICATION BY THE PARTIES' RESPECTIVE CONSTITUENCIES.

THE DISTRICT

[Signature]

BY:

THE GERMANTOWN TEACHERS ASSOCIATION

[Signature]

BY: [Signature]
SUPPLEMENTAL MEMORANDUM OF AGREEMENT
AND STIPULATION OF SETTLEMENT

BY AND BETWEEN THE SUPERINTENDENT OF SCHOOLS OF THE
GERMANTOWN CENTRAL SCHOOL DISTRICT (hereinafter the "District") and
THE GERMANTOWN TEACHERS ASSOCIATION (hereinafter the "GTA");

WHEREAS, on December 16, 2008, the District and the GTA entered into a
Memorandum of Agreement for a successor agreement to their Collectively Negotiated
Agreement that expired on June 30, 2006; and

WHEREAS, on March 16, 2009, the GTA filed a grievance regarding the manner
in which the District calculated the employee health insurance contribution for two
person and family health insurance during the period of the 2006-2011 successor
Collectively Negotiated Agreement and thereafter, unable to resolve the grievance, the
parties proceeded to arbitration before impartial arbitrator Jeffrey Selchick, Esq., and

WHEREAS, on June 15, 2009, during the first day of hearing the parties agreed
to participate in a mediation session with Jeffrey Selchick, Esq. serving as the mediator
and whereas such mediation took place on July 15, 2009 and at that mediation session the
mediator made a proposal that was agreed to by the parties, and

WHEREAS, the District and the GTA agree that it is in their mutual interests to
settle the grievance pursuant to the terms proposed by arbitrator/mediator Jeffrey
Selchick, Esq. and to modify the parties’ 2006-2011 Collectively Negotiated Agreement
to reflect the following changes to Article XIII (Health Insurance) that are set forth at
paragraphs 2 through 7 below:

1. By executing this Supplemental Memorandum of Agreement and
   Stipulation of Settlement there shall be no further objection to, claim,
   grievance, lawsuit, or action taken against the District by or on behalf
   of the GTA and/or its unit members against the District regarding the
   health insurance contributions paid by GTA unit members for 2 person
   or family health insurance during the period July 1, 2006 through June
   30, 2009 under the parties’ December 16, 2008 Memorandum of
   Agreement or the parties’ 2006 – 2011 Collectively Negotiated
   Agreement.

2. Effective July 1, 2009, unit members shall contribute 7% towards the
   cost of an individual health insurance plan and the District shall
   contribute 93% of such cost.

3. Effective July 1, 2009, unit members shall contribute 8% towards the
   cost of a two person health insurance plan and the District shall
   contribute 92% of such cost.
4. Effective July 1, 2009, unit members shall contribute 8% towards the cost of a family health insurance plan and the District shall contribute 92% of such cost.

The contribution amounts for individual, 2 person and family health insurance that are effective July 1, 2009, as provided for in items 2, 3, and 4 above, shall remain in effect until December 31, 2010.

5. Effective January 1, 2011, unit members shall contribute 8% towards the cost of an individual health insurance plan and the District shall contribute 92% of such cost.

6. Effective January 1, 2011, unit members shall contribute 10% towards the cost of a two person health insurance plan and the District shall contribute 90% of such cost.

7. Effective January 1, 2011, unit members shall contribute 10% towards the cost of a family health insurance plan and the District shall contribute 90% of such cost.

8. By executing this Supplemental Memorandum of Agreement and Settlement Agreement, the GTA withdraws with prejudice against re-filing, its March 16, 2009 grievance challenging the manner in which the District calculated 2 person and family health insurance contributions for unit members prior to the execution of this Settlement Agreement and SMOA.

9. It is understood by the GTA and the District that effective July 1, 2009, the unit member's contribution for 2 person and family health insurance is based upon the entire cost of the 2 person or family health insurance premium, whichever is applicable to the particular unit member, and not the difference in cost between the individual and family plans.

10. This agreement shall be enforceable through the grievance/arbitration provisions of the parties 2006-2011 Collectively Negotiated Agreement and will be incorporated into the 2006-2011 Collectively Negotiated Agreement as set forth herein.

11. The parties further agree that Jeffrey Selchick Esq. will retain jurisdiction should there be a dispute regarding this Supplemental Memorandum of Agreement and Settlement Agreement.

SO AGREED, this 11th day of September, 2009.

THE DISTRICT

THE GTA

BY: Patrick Gabriel, Jr.
Superintendent of Schools

BY: Bruce Bartolotta
GTA President