Contract Database Metadata Elements

Title: Geneva City School District and Geneva Instructional Supervision Negotiating Unit, School Administrators Association of New York State (SAANYS) (2009)

Employer Name: Geneva City School District

Union: Geneva Instructional Supervision Negotiating Unit, School Administrators Association of New York State (SAANYS)

Local:

Effective Date: 07/01/2009

Expiration Date: 06/30/2012

PERB ID Number: 5094

Unit Size:

Number of Pages: 19
AGREEMENT
BETWEEN THE
SUPERINTENDENT
AND THE
GENEVA CITY SCHOOL DISTRICT
AND
THE INSTRUCTIONAL SUPERVISION NEGOTIATING UNIT
SAANYS

7/1 6/30
2009-2012
TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>I Recognition</td>
<td>3</td>
</tr>
<tr>
<td>II Academic and Individual Freedom</td>
<td>3</td>
</tr>
<tr>
<td>III Notice of Vacancies and Transfers</td>
<td>3-4</td>
</tr>
<tr>
<td>IV Schedule &amp; Reimbursement/Travel</td>
<td>4</td>
</tr>
<tr>
<td>V Health Insurance</td>
<td>4-6</td>
</tr>
<tr>
<td>VI Personal Injury and Property Protection</td>
<td>6</td>
</tr>
<tr>
<td>VII Tax Sheltered Annuity Program, Association Dues, Agency Fee</td>
<td>6-8</td>
</tr>
<tr>
<td>VIII Educational Improvement</td>
<td>8</td>
</tr>
<tr>
<td>IX Notification of Tenure</td>
<td>8</td>
</tr>
<tr>
<td>X Leaves of Absence</td>
<td>9-12</td>
</tr>
<tr>
<td>XI Professional Growth of Staff</td>
<td>12</td>
</tr>
<tr>
<td>XII Member Protection and Student Discipline</td>
<td>12</td>
</tr>
<tr>
<td>XIII Grievance Procedure</td>
<td>13-15</td>
</tr>
<tr>
<td>XIV Just Cause</td>
<td>15</td>
</tr>
<tr>
<td>XV Statutory Clause</td>
<td>15</td>
</tr>
<tr>
<td>XVI Savings Clause</td>
<td>15</td>
</tr>
<tr>
<td>XVII Salary, Longevity</td>
<td>16</td>
</tr>
<tr>
<td>XVIII Work Year and Vacation</td>
<td>16-17</td>
</tr>
<tr>
<td>XIX Meeting with Members of the Board</td>
<td>17</td>
</tr>
<tr>
<td>XX Membership to Professional Organizations</td>
<td>17</td>
</tr>
<tr>
<td>XXI Duration</td>
<td>17</td>
</tr>
<tr>
<td>XXII Special Assignments</td>
<td>18-19</td>
</tr>
<tr>
<td>Signatures to the Agreement</td>
<td>19</td>
</tr>
</tbody>
</table>
ARTICLE I
Recognition

The Board of Education of the Geneva City School District, Geneva, New York, hereby recognizes the Instructional Supervision Negotiating Unit/SAANYS (henceforth called ISNU) as the exclusive negotiating agent for all building administrators and supervisory personnel including Building Principals; Assistant Principals; Director of Curriculum and Instruction; Director of Transportation/Head Bus Driver; Director of Head Start; School Lunch Manager; Director of Physical Education, Health, Athletics and Activities; Staff Developer and Director of Pupil Personnel Services. ISNU will provide a list of ISNU members to be submitted to the Office of Human Resources by November 1st for each year of this agreement.

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 or notification of vacancies monthly by the "Up To The Minute" 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 1 of each school year, the Association will receive a list showing the names of all unit members who have been hired, reassigned, transferred or promoted. The list will include the names and addresses of each new unit member hired for the upcoming school year.

C. When the Superintendent determines that it is necessary to transfer a Unit member, 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.

D. Notice of transfer, including transfers from one building to another or as the result or a reorganization within a tenure area, shall be given as soon as practical once the District determines the need for such 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.

ARTICLE IV
Schedules and Reimbursement of Members Required to Travel

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.

ARTICLE V
Health Care Plan

A. Plans Offered.

1. Blue Cross/Blue Shield/Blue Million is the “Traditional Plan.”

2. Blue Point 2 Select, $15 doctor co-pay and the $5 /$20 / $35 prescription drug plan.


B. Contribution Ratios.

Each unit member who is enrolled in a health care plan shall pay fifteen percent (15%) of the cost of the plan and the District shall pay eighty-five percent (85%) of the cost of the plan.
C. Flexible Spending Plan.

1. 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 borne by the employer.

2. Health Care and Dependent Care- Deferral of Salary. 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. 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. 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.

D. Plan Obsolete.

If the Non-Monroe consortium no longer offers a plan in which unit members are enrolled, each such unit member must migrate to another plan offered by the District at that time.

E. Retiree Health Care.

1. The District offers unit members who retire from service on and after July 1, 2009 and who have completed seven (7) or more years of service as a unit member, the option to continue to be enrolled in one of the District’s group health care plans which are offered to retirees. The retiring unit member may select coverage in accordance with family status i.e. single, two-person, family no spouse or family (if these options are offered by the plan).

2. The District agrees to pay eighty-five percent (85%) of the cost of any such current plan selected by the unit member.

3. At the point where a former unit member becomes “Medicare eligible” the
former unit member may enroll in a variety of supplemental Medicare health care choices including, Supplemental F-a Medigap policy; Medicare Blue Choice- A Medicare advantage policy; Blue Cross/Blue Shield/Blue Million Complimentary Over 65, with or without Simply Prescriptions or any other supplemental policy offered by the District.

ARTICLE VI
Personal Injury and Property Protection

A. Whenever a Member is absent from school as a result or 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 or 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 or 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 a result of theft up to $300 per loss. The property covered hereunder must be identified to the Assistant Superintendent for Business 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 VII
Tax Sheltered Annuity Program, Association Dues, Agency Fee

A. Tax Sheltered Annuities.

1. The District agrees to enter into a salary reduction agreement in accordance with §403 (b) of the Internal Revenue Code and §3109 of the Education Law and deduct
monies from the salaries of employees who have authorized the deduction for the purposes of purchasing a tax-sheltered annuity and to transmit such monies thus deducted to the authorized company providing the annuity.

2. The Association and individual employees participating in any tax-sheltered annuity agree to indemnify the District as a result of any monies deducted or contributed by the District on behalf of the employee.

3. Contributions shall be deposited into the 403 (b) account selected by the unit employee from the list of vendors.

4. These TSA provisions shall be subject to IRS regulations and rulings. Should any portion of this article be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and the District shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.

5. These TSA provisions shall further be subject to the approval of the 403 (b) Provider, which shall review this article solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the Internal Revenue Code.

6. Both the District and Employee are responsible for providing accurate information to the 403(b) Provider.

7. Authorization for such deductions shall be in writing on a form provided by the District, signed by the individual and placed on file prior to the first deduction. This authorization shall be considered a permanent authorization for the deduction for the duration of the individual's employment in District unless the individual notified the District in writing.

8. The Association and each unit member authorizing deductions hereby agree to indemnify and hold harmless the District from any and all assessments, penalties, charges, claims, disputes, attorneys’ fees or costs and damages sustained as a result of making the deduction. In addition, should a determination be made that the annuity provider has not complied with the requirements of the Internal Revenue Code or its implementing regulations; the Association and each unit member authorizing deductions hereby specifically agree to indemnify and hold harmless the District.

The terms of this TSA clause shall apply to employees who are members of the negotiating unit represented by the Association. This Agreement shall take effect upon its approval by both parties and shall continue in effect thereafter unless and until modified by a subsequent written agreement approved by both parties.
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 nonmembers 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 VIII
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 IX
Notification of Tenure

Members to be granted tenure shall be so notified in writing by the Superintendent not later than ninety (90) days prior to the expiration or the probationary period.
ARTICLE X
Leave of Absence

A. Paternity, Maternity and Adoption Leave:

Maternity 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 and/or adoption.

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 or 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 the two options 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 twelve (12) days per year up to a maximum of two hundred twenty (220) days.
2. Notice of accumulated sick leave is available from the District Office upon request.

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, sisters-in-law 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.

5. Any unit member may make 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 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 injury is "serious," as used herein, shall be resolved by the district appointed physician. 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 Fourteen 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 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 members daily rate of pay at the time of separation or termination - i.e., 1/240th's of the annual salary.

D. Court Appearance Leave:

Time necessary for court appearances when subpoenaed and in connection with duties or 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.

E. Unpaid Leaves of Absence:

Unpaid leaves of absence of a semester or one full year shall be granted to one tenured Unit member. To be eligible for such leave, a written request must be made to the Superintendent of Schools at least ninety (90) 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 unit member requesting the leave.

Unit members shall return to employment on the approved ending date for the leave except where the unit member 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 one 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 or one unit member appointed by the Association and one person 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.
F. Personal Leave:

No rigid rule covering personal leave is necessary. All reasonable requests will be acted upon by the Superintendent of Schools. The decision of the Superintendent is final.

ARTICLE XI
Professional Growth of Staff

A. To encourage attendance at professional conferences and for meetings within the area of the Member's 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 Board of Education shall reimburse members of ISNU for tuition expenses and mileage for graduate credit courses satisfactorily completed at a college or university. All courses will be approved in advance by the Superintendent of Schools as appropriate to the needs of the member and the school district.

ARTICLE XII
Member Protection and Student Discipline

A. 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.

B. Members bringing individual legal charges against a pupil shall, with the approval of 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 XIII
Grievance Procedure

In the event a grievance arises relevant to the interpretations 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.

A. Stage 1 Superintendent’s Designee

(1) A Member having a grievance will discuss it with the Superintendent’s Designee either directly or through a representative with the objective resolving the matter informally.

The Superintendent’s Designee 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 or the grievance.

(2) Any grievance must be raised by either a member or the Association within three 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.

(3) If the grievance is not resolved informally within three (3) school days, it shall be reduced to writing and presented to the Superintendent’s Designee or be deemed abandoned. Within two (2) school days after the written grievance is presented to him, the Superintendent’s Designee 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, their representative and the Association.

B. Stage 2 Superintendent of Schools

(1) 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 President for its consideration.

(2) If the President 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.

(3) Within five (5) school days after receipt of the appeal, the Superintendent of Schools shall hold a meeting with the Member and the President or its
representative and all other parties in interest.

(4) The Superintendent of Schools shall render a decision in writing to the Member, the President and its representatives within ten (10) school days after the conclusion of the meeting.

C. Stage 3 Board of Education

(1) If the Member and the President of the Association are not satisfied with the decision at Stage 2, the President 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.

(2) 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 Association President may be present.

(3) Within ten (10) school days after the conclusion of the meeting, the Board of Education shall render a decision, in writing, on the grievance.

D. Stage 4 Arbitration

(1) 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.

(2) 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 procedures of the American Arbitration Association in the selection of an arbitrator.

(3) 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.

(4) 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 in violation of the terms of this agreement.

(5) The decision of the Arbitrator shall be final and binding.
(6) The loser in arbitration shall assume the costs of arbitration.

D. 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 XIV
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 discipline action in the courts or before the Commissioner of Education as permitted by State Education Law or to arbitrate such action under the grievance procedure of this agreement. Once one of the options is elected, the other 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 XV
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 XVI
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.
ARTICLE XVII
Salary, Longevity

A. Salary.

1. For the 2009-10 school year, each returning unit member shall receive a total salary increase of three and nine/tenths percent (3.9%) over the salary paid for the 2008-09 school year.

2. For the 2010-11 school year, each returning unit member shall receive a total salary increase of one percent (1%) over the salary paid for the 2009-10 school year.

3. For the 2011-12 school year, there will be no salary increase.

B. Longevity.

Longevity for actual working years in education in the Geneva City School District will be compensated at the rate of $250 for each five years of service to a maximum of 25 years of service.

Example: 25 years of service with Geneva City School District = $1,250

ARTICLE XVIII
Work Year and Vacation

Section A. Work Year.

1. Each unit member except Elementary Assistant Principals and the Head Start Director is to work on the basis of a twelve (12) month work year.

2. Elementary Assistant Principals and the Head Start Director are to follow the school calendar and to work eleven (11) months.

Section B. Holidays.

Unit members are to follow the school calendar for legal holidays.

Section C. Vacation Leave.

1. Each twelve (12) month unit member is to receive twenty (20) days of paid vacation leave for each work year. Vacation leave is earned by service throughout the work year e.g. a unit member resigning at the end of December has earned ten (10) days of vacation leave for that work year.

2. Each unit member shall place his or her vacation requests to the Superintendent
3. Each unit member may carry over up to ten (10) vacation days for a total of no more than thirty -(30) total vacation days to her/his credit.

4. Upon separation by resignation or retirement, a unit member may exchange each unused and earned vacation day for 1/240th of the unit member’s annual salary in cash up to a total of no more than thirty -(30) such days.

ARTICLE XIX
Meeting with Members of the Board

The members of the ISNU and the Board will meet a minimum of two times during the year, once each semester to discuss matters pertaining to the District. The dates of such meetings shall be established when this agreement is finalized and the dates shall be attached to this agreement.

ARTICLE XX
Memberships to Professional Organizations

The Board of Education will contribute up to $750.00 for each certified administrator unit member to belong to any or all of the following professional organizations. The Board of Education will contribute up to $150.00 for each non-certified administrator unit member to belong to any or all of the following organizations:

- NASSP
- NAESP
- National Middle School Association
- NYSASCD
- ASCD
- NY S Middle Schools Association
- NYS Council for Social Studies
- NYS Council for Social Studies, Supervisor’s Group
- Any other professional organization approved by the Superintendent

Any other ISNU member covered by this agreement would submit in written request for membership in professional organizations to be determined by the Superintendent/designee.

ARTICLE XXI
Duration

This agreement shall be in effect for the period from July 1, 2009 through June 30, 2012. This agreement will be in effect continuously unless either party requests to reopen negotiations after three (3) days notice in writing.
ARTICLE XXII
Special Assignments

Beginning September 1, 1998:

Unit members will have an opportunity to apply for projects beyond the scope of building level responsibilities. The Superintendent and the unit member will agree on the length and scope of the project. The remuneration will be mutually agreed upon based on the time and responsibility involved. If the assignment is for more than two consecutive years, the remuneration will become part of the unit member’s base salary in the third year. If, however, the assignment or project is eliminated then the payment for same shall be eliminated. The Superintendent would determine what assignments would be available. In addition, unit members may apply to the Superintendent for an assignment. All assignments would be with the approval of the Superintendent.

The Superintendent will submit assignments to the unit for its information prior to assigning projects to members.

Remuneration shall be based on the following RUBRIC, keeping in mind that Rubrics are not exact and that the level will be mutually determined by the Superintendent and unit member.

RUBRIC - LEVEL 1 - MODERATE WORK
LEVEL 2 - SUBSTANTIAL WORK
LEVEL 3 - EXTENSIVE WORK

Project Scope:

Level 1 - Project perimeters are clearly defined. The project involves some communication with students and/or staff and outside agencies.

Level 2 - Project perimeters are defined but may expand somewhat. The project involves ongoing communication with students and/or staff and outside agencies.

Level 3 - Project perimeters may expand. The project is detailed in nature and involves ongoing and extensive communication with students and/or staff and outside agencies.

Project Length and Time:

Level 1 - Project is less than a month and involves less than 1 hour per day.

Level 2 - Project is 4 - 6 weeks and involves 2 or more hours per day.

Level 3 - Project is 6 or more weeks and involves more than 2 hours per day.
End Product or Result:

Level 1 - Product is clearly defined with little to no follow up.
Level 2 - Product may expand and some follow-up work is required.
Level 3 - Product is likely to expand and significant follow-up work is required.

Remuneration:

Level 1 - $500 - $1000
Level 2 - $1000 - $2000
Level 3 - $2000 - $3000

This Agreement ratified by:

INSTRUCTIONAL SUPERVISION
NEGOTIATING UNIT

By ____________________________  By ____________________________

Date __________________________  Date __________________________