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AGREEMENT

between

MASSENA FEDERATION OF TEACHERS

and the

SUPERINTENDENT OF SCHOOLS

of the

MASSENA CENTRAL SCHOOL DISTRICT

JULY 1, 2007-2011

TO

JUNE 30, 2011-2016
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ARTICLE I — RECOGNITION

A. Whereas the Massena Board of Education has recognized the Federation as exclusive collective negotiation representative of the employees consisting of all professional personnel certified by the New York State Department of Education, or granted tenure by the Board, or hired for a probationary period and limited to the following classifications; full-time classroom teachers, guidance personnel, librarians, psychologists, department chairpersons, part-time teachers, long-term substitutes, teaching assistants, excluding all other employees of the Massena Central Schools. The parties agree to extend the period of unchallenged status for the maximum period authorized by the law.

B. Right to Join or Not Join. It is further recognized that teachers have the right to join, or not to join the Federation but membership shall not be a prerequisite for employment or continuation of employment of any employee.

C. Rights of Minorities and Individuals. The legal rights inherent in the State School Code and in the rulings and regulations of the Commissioner of Education affecting certified personnel are in no way abridged by this Agreement.

D. Recognition of Rights and Relationships.

Part I. The Board and the Federation recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Massena Central School System. The Board recognizes that it must operate in accordance with all statutory provisions of the State, and such other rules and regulations as are promulgated by the Commissioner of Education in accordance with such statutes.

The Board of Education, on its own behalf, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by applicable law, rules and regulations to establish the framework of school policies and projects including but without limitation because of enumeration, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the direction of its employees.

2. To employ and reemploy all personnel and, subject to the provisions of law or State Education Department regulations, determine their qualifications, their work assignment and their promotion, demotion, or dismissal; and

3. To determine means and methods of instruction, selection of textbooks and other teaching materials, the use of teaching aids, class schedules, hours of instruction and length of school year.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and the Statutes of New York State; and then only to the extent allowed by such specific New York State laws and constitution and laws of the United States.

The exercise of said rights, powers and/or authority, by the Board, shall not be subject to the grievance procedure and/or arbitration.

Part II. The President and/or the Grievance Chairperson of the Federation shall have the right to transact official business of any matter relating to the enforcement of this Agreement after school hours, during school hours or at such other reasonable time, provided that this does not interfere with or interrupt normal school operations. Extenuating circumstances may be approved by the Superintendent of Schools. With the prior approval of the Superintendent, the District will grant a maximum of two (2) five (5) days per year for the purpose of lobbying to the Federation President. The Federation shall reimburse the District for the cost of necessary substitute(s) at the per diem rate in effect District-wide.
ARTICLE II — PAYROLL AND AGENCY FEE DEDUCTION

A. Signed individual payroll deduction cards (see appendix D) for dues and savings bonds are to be submitted to the office of the Superintendent at least ten (10) days before the first pay date in October, on forms similar to the one attached hereto. Payroll deduction is also available to teachers for a credit union. New teachers beginning teaching at times other than September will be given the opportunity to have payroll deductions by signing up for same within two weeks of employment.

B. By July 1, the Massena Federation of Teachers will provide a notarized statement certifying the amount of dues for a particular school year. The dues will be deducted in twenty (20) equal amounts starting with the second pay date in September.

C. Agency Fee. The Massena Central School Board of Education shall deduct from the wage or salary of employees in the bargaining unit who are not members of the Massena Federation of Teachers the amount equivalent to the dues levied by the Massena Federation of Teachers and shall transmit the sum so deducted to the Massena Federation of Teachers, in accordance with Civil Service Law §208(1)(b) and Chapters 677 and 678 of the Laws of 1977 of the State of New York. The Massena Federation of Teachers affirms that it has adopted such procedure for refund of agency shop fee deduction as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect so long as the Massena Federation of Teachers maintains such procedure.

The agency shop fee deduction shall be made following the same procedures as applicable for dues check-off, except as otherwise mandated by law or this Article of the Agreement.

D. The Administrator will direct the fiscal officer of the District to deduct from the salaries of those unit members participating in the Trust an amount authorized by said unit members on NYSUT Benefit Trust forms. These deductions will commence on the second pay period of the school year and will continue for twenty (20) consecutive pay periods of the school year. It is understood that the authorization may be amended or withdrawn at the discretion of the unit member. The monies deducted will be forwarded to the NYSUT Benefit Trust by the fiscal officer.

ARTICLE III — CURRICULUM, TEXTBOOKS AND INSTRUCTIONAL MATERIALS

Teachers and administrators are involved in the implementation of curriculum and the selection of textbooks and other instructional materials.

Curricular changes or additions are initiated by the State Education Department, administrators and teachers. The State Education Department changes are often mandatory; the others are adopted or rejected after study by the administration and teachers, with Board of Education approval.

In any case, whether State mandated or locally initiated, or in cases where a change is desired in an established course, textbooks and other instructional materials are recommended by the teachers, either grade or subject matter group specific level, or by a single teacher. The recommendations serve as a basis for action by the administration and the Board of Education.

ARTICLE IV — IN-SERVICE CREDIT

A. In the best interest of conserving teacher time and money, prior approval of non-degree courses shall be obtained from the Superintendent of Schools on the form (see Appendix C) which indicates the amount of credit allowed and the salary schedule to which it applies.

B. In-service credit (defined as non-degree course work) for purposes of progressing on a salary schedule or a change in schedule may be granted by the Superintendent. Criteria for such credit may be proposed by the Federation and submitted to the Superintendent for his approval. The amount of credit is to be based upon time
spent in the training and successful completion of the requirements. Credit shall never be less than that
designated by a degree granting institution. (Degree granting institution to mean Potsdam State, or other college
of the State University System.)

1. 14-22 clock hours = 1 credit hour
2. 23-34 clock hours = 2 credit hours
3. 35+ clock hours = 3 credit hours

C. In-service credit is further defined to include courses or workshops offered by the Board of Education to further
broaden a teacher’s background in any recognized area without graduate or undergraduate credit intended.

D. Courses taken beyond a Baccalaureate Degree on an undergraduate level must be considered in-service and
prior approval must be given by the Superintendent in order to receive credit on the salary schedule.

E. A teacher who is denied on a request for in-service credit will have the opportunity to discuss the application for
in-service credit with the Superintendent.

F. No similar in-service training may be used for credit more than once.

ARTICLE V — ASSIGNMENT OF TEACHER PERSONNEL

A. Building principals shall inform, in writing, each teacher of his tentative teaching assignment for the subsequent
school year prior to the closing of the school year, honoring, if possible, the teacher’s desires.

B. Position openings for professional vacancies within this unit shall be posted in each school building for seven (7)
school days when school is in session prior to the vacancies being filled. When school is not in session the
Superintendent of Schools shall notify the Federation President or designee. The application deadline will be at
least 10 calendar days from the date of notification.

C. Every effort will be made to consider the desires and requests of the present staff when filling positions. If a
position opens during any given year, the desires and requests of the present staff will be considered for
reassignment to such position for the subsequent year. A vacancy occurring during any given year will be posted
once. The position of the present staff member, who requests and is granted the reassignment (effective the
following year) will not be posted. A vacancy once filled with a present or new employee will no longer be
considered a position for which a present employee may make application.

D. The building principal shall consult with any teacher whose assignment area (grade level, subject area, or
building) may be changed. The teacher will be notified in writing of this reassignment within five (5) days after
consultation.

E. Transfers of personnel by the administration occurring during the summer vacation period will be communicated
to the teacher involved no less than ten (10) 45 days prior to the opening of school provided the administration
has had at least a 60-30-day notice of the vacancy or necessity for transfer.

F. Transfers, as referred to in items D and E, shall be defined as any teacher who is requested to vacate his present
position for the purpose of transferring him or her to another teaching position within the school district.

G. Teachers who are transferred by the administration will be transferred only to the same tenure or certification area
in a relatively comparable position, if such position is available.

H. A teacher whose position is reduced or eliminated will be given the first position for which he/she is certified and
shall begin as a probationary teacher (if in a new tenure area) but with retention of step at time of layoff, and other
contractual rights just as if employment has been continuous.

The following criteria shall apply:
The District's obligation shall be for four (4) years from the effective date of the layoff.

Teacher must be certified at the time of employment. Certification shall be defined as having completed necessary requirements and having such requirements verified by the Regional Certification officer or by the Division of Teacher Certification.

Teacher on layoff must notify the District, in writing, of other tenure areas in which he/she is certified, and where the teacher wishes to be considered for an opening pursuant to this provision.

When an opening develops in an area specified by a teacher on layoff (see preceding paragraph), the District shall notify the teacher by registered mail at the last address given by the teacher, with copy of such notice to the union president.

The teacher shall respond as soon as reasonably possible, but in no event later than ten (10) 30 calendar days following receipt of the registered letter, or from date of mailing if letter is not deliverable indicating acceptance or rejection.

If a teacher is offered a position and rejects it, he/she shall have waived any and all future rights under the terms of this provision.

In the event more than one teacher on layoff is eligible for a position under the terms of this provision, seniority based upon number of years of continuous service in the District immediately preceding layoff shall be controlling.

Notwithstanding any of the terms of this provision, nothing contained herein shall in any way supersede or interfere with any teacher's statutory right on a preferred eligibility list.

ARTICLE VI — USE OF SCHOOL FACILITIES

The Federation shall be allowed to use the facilities of the Massena Central School System to hold meetings without a fee as long as the purpose of the meetings and use of the building conform to Board of Education policies. Meetings will be open to anyone who desires to attend and will not be during school hours. The building principal will also be notified. The Federation shall have the right to make use of the teachers' mailboxes, telephones, and of the inter-school mail system for communication to the teachers. All handling of mail, except in transit, shall be the responsibility of the Federation, i.e., stuffing envelopes, and sorting mail into the proper mailboxes. Materials, supplies, postage, equipment and school time may not be used by the Federation excepting the use of typing and duplicating equipment, if such does not interfere with the school program and has the approval of the building principal. No telephone toll fees on Federation business may be charged to the District.

ARTICLE VII — DUTY FREE LUNCH PERIOD

A lunch period of at least thirty (30) minutes free from assigned duties shall be scheduled where the duty hours are in excess of five, so far as practicable during the hours normally allotted for pupils' lunch periods.
ARTICLE VIII — CLASS SIZE

Where administratively feasible, class sizes shall conform to the regulations of the Commissioner of Education.

ARTICLE IX — LEAVE OF ABSENCE

A. LEAVE CREDITS

1. Effective July 1, 2011, ten (10) Fifteen (15) days leave, prorated on a monthly basis, with full pay, each fiscal year will be allowed each teacher and any unused balance will become cumulative up to 150 230 days. (An extension of the 150 230 days may be granted by the Board upon the recommendation of the Superintendent.) These fifteen days will become effective for the school year on the first day of school. Any teacher employed after January 1 shall be entitled to seven (7) days of leave for that school year. Absences due to job-related injury will not be deducted from the teacher’s sick leave. The teacher shall receive his/her full salary and the District will receive the weekly compensation checks for five (5) days. After five (5) days, workers compensation may begin. At that time, the teacher may use accumulated leave credits or choose workers compensation. If the teacher chooses workers compensation, the compensation amount will be divided by the teacher’s regular daily rate, and leave days will be credited back to the teacher.

2. Newly hired teachers hired after July 1, 2011, shall receive five (5) days leave, prorated on a monthly basis, with full pay, each fiscal year for the first three years, which will consist of three (3) sick leave days and (2) personal days.

3. After a teacher has built up cumulative leave credits, any leave in excess of fifteen (15) days in the school year will be deducted from his/her cumulative leave.

B. LEAVE WITH FULL PAY

1. Employee Sickness: Employee leave will be deducted from leave credits. Disabilities caused or contributed to by pregnancy and recovery therefrom, are temporary disabilities and shall be treated as such under the health insurance and sick leave plan. Employee leave of more than three (3) days cannot be used without medical certification.

2. Family Sickness: Employees taking such leave due to serious illness in their immediate family will have such leave deducted from their leave credits. Immediate family means father, mother, spouse, children, brothers or sisters or other members of the immediate household. For family leave of more than three (3) days, medical certification is required.

3. Family Death: Employees taking such leave due to death in the immediate family will have such leave deducted from their leave credits. Where there is another close relationship usually found in a family, such absences may be approved by the building principal or Superintendent of Schools.

4. Unavoidable Absences: Each employee shall be entitled to leave not to exceed three (3) four (4) days per school year, to meet unavoidable circumstances. Such leave will be deducted from each employee’s leave credit.

Three of the above days are personal leave. — no reason given. Alleged abuse will be referred to the Federation. These days are not to be used immediately prior to or following a holiday period.

Teachers in unusual circumstances may be granted a conference with the Superintendent for a request of personal leave either the day before or after a vacation period or on professional development days.

Examples of the kinds of unavoidable absences for which leave may be deducted from leave credit are:

a. Legal, pressing family and financial matters that cannot be handled outside of school hours.
b. — Weather conditions (if school is held).
5. Religious Holidays: These days will be deducted from leave credits when school is in session.

6. Emergencies: Where a teacher reports for duty and then due to ill health, family illness or unavoidable circumstances, is required to leave the school, he/she shall be permitted to do so upon notifying his/her principal. Time will be deducted on a pro-rated basis from accumulated leave credits.

- If no classes are met, a whole day will be deducted from sick leave.
- If classes are met, but the teacher is on duty less than four hours, a half day will be deducted from sick leave;
- If the teacher is on duty four hours or longer, no deduction will be made for that day.

C. CONDITIONS

1. Absences due to condition B1 (which exceed three [3] days) must be certified by a licensed medical or dental doctor, at the request of the Superintendent or building principal.

2. Absence without pay may be granted upon the approval of the Superintendent of Schools, who is responsible for the administration of the entire leave policy.

3. The Superintendent shall attempt, as far as possible in keeping with the needs of pupils, to give preference to teachers returning to the school system from any approved leave over any teacher hired since the teacher's leave started.

D. JURY DUTY

The number of days necessary will be granted without loss of pay or deduction of leave credits.

Notice of jury duty must be submitted to the employee's immediate principal. A copy of jury service notice must be given to the appropriate administrator.

The district will also provide leave without loss of pay or deduction of leave credits to teachers subpoenaed as witnesses and required to appear in court for school business. However, such leave does not apply in cases where they are subpoenaed to testify against the District.

E. CHILD CARE LEAVE

A bargaining unit member, upon request, shall be granted up to two (2) years of unpaid leave for child care purposes. Such purposes include adopting a child.

F. A teacher on leave of absence for a semester or more will follow the following procedure:

1. The Superintendent will notify the teacher on leave forty-five (45) to sixty (60) days prior to the scheduled expiration of the leave.

2. The teacher shall notify the Superintendent at least thirty (30) days prior to the expiration of the leave of their intent to return to service.

1. Long-term leave will be granted for only full semesters at the Superintendent's discretion.

2. The failure of the teacher to notify the Superintendent in accordance with this procedure will constitute a resignation.

3. The notification by the Superintendent and the teacher shall be by certified mail.

4. If a teacher requests an early end to his/her long-term leave, it must coincide with the beginning of a semester.
ARTICLE X — SCHOOL CALENDAR

It is the policy of the Board of Education to submit a proposed school calendar to the Federation for consultation before it is officially adopted, after adoption by the Board of Education.

Unused emergency closing days over 186 + 82 school days shall be used as vacation days at the discretion of the Superintendent. The new school calendar will be a minimum of 190 days. Any instructional days above 186 may be utilized as professional development days.

ARTICLE XI — SUPERVISION OF STUDENT ACTIVITIES

Student activities related to the educational program shall be supervised by faculty members. Teachers shall be consulted regarding assignments to these assignments. Teachers will be provided admission fees or passes when requested by the Superintendent or his designee to supervise activities.

Chaperoning at athletic and cultural events will be voluntary and teachers will be paid at $15.00 $10.00 per hour.

With prior approval of the Board of Education, Superintendent, reasonable expenses incurred in conjunction with the supervision of student activities shall be paid by the District. A procedure for obtaining Superintendent approval, including an appropriate form, shall be provided to the Federation and all unit members.

ARTICLE XII — PLANNING PERIOD

Individual teachers’ daily schedules shall allow for a period of no less than 30 45 minutes, or the weekly equivalent, free from classes or supervision. This time shall be for planning, preparation for teaching, and matters of staff concern, jointly scheduled by teacher and principal.

ARTICLE XIII — THE TEACHER DAY

The normal length of the school day for all teachers will be eight (8) seven and one-half (7 1/2) hours.

Two (2) Four (4) evening meetings of up to three (3) hours in length will be scheduled in each building. Two (2) one-hour, after-school professional development sessions will be scheduled in each building.

ARTICLE XIV — ELEMENTARY DAY — LAST WEEK OF SCHOOL

A. Students in the elementary grades will be dismissed, during the last two (2) four (4) instructional days, at noon.

B. If the District has 186-182 working days, the attendance of elementary students will not be required on the last two days. If the District has 181 working days, the attendance of elementary students will not be required on the last day as determined by the Superintendent of Schools.

ARTICLE XV — RESOURCE AND SUPPORT PROGRAM — [ENTIRE SECTION ELIMINATED.]

A. PURPOSE

This is a provision designed to provide awards of program monies to individuals or groups of individuals for impact upon elementary and secondary school students in the Massena Central School District.

The purpose of these "grass roots" level awards is to provide access to program monies for people and/or committees who normally do not have access to such funds. These amounts of money are provided for test, study, develop and implement promising innovative approaches to education.
1. Objectives:
   a. to stimulate creativity;
   b. to support projects that involve combinations of subject areas, educational levels, and students in pursuit of replicable improvement in education; and
   c. to encourage fresh approaches to teaching of regular school subjects that concern the school district as a whole or a substantial portion of the school population.

2. Criteria to fulfill objectives:
   a. It should be related to the School District's total educational objectives.
   b. It should be designed to meet specific professional needs of an individual teacher or group of teachers and/or it must be designed to meet the specific needs of a group or groups of students.
   c. It must clearly state specific needs and outline a plan of action based on valid and workable objectives.
   d. It must include a project timeline.
   e. It should include a specific evaluation tool. “What will be the measurable results? How will they be measured? When will they be measured?”
   f. It must include a cost analysis of all necessary items important to the implementation of the project but may not include salaryed compensation for the submitter(s). Technology purchases may be included if the equipment can be shared with other MFT members after the initial implementation of the proposed program, to ensure replicability within the district.
   g. Not more than one year later or upon completion of the project, a written report should be submitted to the committee including the following:
      1) The original proposal.
      2) The evaluation report.
      3) A statement estimating the impact on the group or groups of students and/or teachers involved in the project.
      4) A list of possible avenues of action for continuation or expansion of the project.

B. LIMITATIONS

1. The total amount of District monies that may be committed from the budget of any school year shall be $30,000.

2. An applicant who, in utilizing the funds, deviates significantly from the information provided on the application form (or who is found to have consciously omitted or misstated relevant information on the form) shall be considered to have given the committee just cause for recovering any funds appropriated to the applicant and for not paying any additional funds promised under this provision.

   If the applicant, having received a grant, wishes to deviate significantly from any of the information provided upon submission of the application, then the applicant shall seek prior written approval of the committee.
3. If an applicant's "extra time" will be required to complete a project, it will be permissible to propose funding for the cost of a substitute to allow the teacher sufficient time for visitations, making arrangements or other project-related work.

4. Individual applications submitted prior to February 1 of any year shall not request more than 25% of the total monies that were available at the start of the year (as per the contract). Applications submitted subsequent to February 1 shall have no maximum limit (provided the funds are available).

C. ELIGIBILITY

Any member of the bargaining unit may apply pursuant to this provision for use of funds either in the member's role as an employee of the School District or on behalf of a District-established committee of which the employee is a member.

D. PROCEDURES

1. Method of Applying

Any eligible person(s) may apply by using the form contained in this contract (Appendix E—Resource and Support Application Form). Applicants should submit said form to any member of the committee. The committee will meet quarterly, thus the applicant must submit before each quarterly deadline to have his/her proposal considered at the next committee meeting. Dates and committee members shall be submitted to the MFT membership, in writing, each Fall.

Any applicant may request to meet with the committee on their scheduled meeting date, to explain or elaborate the purpose of his/her application.

This application may be submitted as contained in Appendix E of this contract or the applicant may use the topic headings numbers 1 through 7 to elaborate on those items.

2. Notification

If the application is approved, then the notification shall include:

a. A payment schedule.

b. A form for the applicant to sign indicating that he/she accepts the payment schedule, accepts any conditions specified, and that the applicant is aware that conscious failure to adhere to the information provided on the application form (without written approval for a deviation from the committee) and/or any of the conditions set forth by the committee shall be just cause for ceasing all funding and demanding a return of monies paid up to that time.

c. All funds must be encumbered by May 15 of each year.

3. Payment Procedures

a. No payment shall be made to an applicant prior to the date the committee recommendation becomes final (after the appellate process).

b. All payments shall be made according to the payment schedule sent to the applicant at the time applicant was informed of the committee's decision. All scheduled payments are conditional upon a
successful review by the committee. The committee may take whatever steps are necessary to satisfy itself that the applicant is fulfilling his/her obligations.

c. No payment shall be made to an applicant unless the applicant has signed and returned a form indicating:

1) Acceptance of any conditions set forth by the committee.

2) Willingness to return any monies already received and to forfeit any monies promised if it should be discovered that the applicant consciously omitted or misstated relevant information either on the application form or at an interview (if committee held one), or should the applicant deviate significantly from his/her pledges without receiving prior written approval from the committee.

4. A complete accounting of all monies received shall be submitted to the District following completion of the project.

5. Upon request by the committee, the District shall submit an itemized account of all monies encumbered and expended to the committee designee and the Federation President. Article XV monies will be expended under their own, separate budget code with notation made as to the name of the applicant to whom these monies were granted.

E. SCREENING

1. The Screening Committee

An Article XV Committee shall be established (herein referred to as "the Committee") that shall consist of six (6) appointees by the Federation President, two (2) each from the Elementary, Intermediate and Secondary levels.

2. Decision-Making

a. When the committee reaches a decision, it shall notify the following people in writing of the decision and the reasons therefor:

1) Superintendent
2) President, Board of Education
3) President, Massena Federation of Teachers
4) Applicant
5) Assistant Superintendent

Such notification shall occur no later than 10 working days from the decision regarding the application.

b. Either the applicant, Board President, Superintendent or Federation President may appeal the decision (either to have an affirmative or a negative decision reversed) by written request to any committee member within five (5) school days or fifteen (15) calendar days (whichever is sooner) of the date of receipt of the decision.

c. Upon receipt of the request for appeal, the committee shall immediately inform all parties referred to in Section E, 2a numbers 1-5, including the written request for appeal.

d. Within ten (10) school days or fifteen (15) calendar days (whichever is sooner) of receipt of the information, an appeals committee (hereinafter referred to as the "Appeals Committee") shall convene and hold whatever meetings are necessary to issue a decision. The Appeals Committee shall consist of the Superintendent or his designee, the Federation President or his designee, the President of the...
Board of Education or another Board Member, the applicant and a designee thereof. The applicant may act only in a point of information/clarification capacity during this process but may not be a voting member of the Appeals Committee.

Unless three of the four members agree to overturn the Committee's decision, the decision shall be considered upheld.

All parties of interest shall be notified, in writing, of the decision on the appeal and the rationale.

e. The committee, when reaching decisions, and the Appeals Committee, when ruling on appeals, shall be bound by the criteria and objectives contained herein. The only basis for sustaining on appeal shall be if the Appeals Committee agrees the criteria were not appropriately applied.

All decisions shall be in writing with a detailed explanation of how the decision relates to the criteria and objectives.

f. The committee's decision shall include a payment schedule to the applicant based on the committee's assessment of when the applicant will require the funds, and shall also include any conditions upon which the approval may be contingent. (This assumes the decision is for approval.)

Should the appellate stage result in the overturning of a rejection, the Appeals Committee shall refer the matter back to the committee for implementation.

g. In considering an application, the committee may suggest to the applicant certain changes that might make the application more acceptable. However, it shall be the applicant's decision whether to amend the application in any way, and the committee's decision shall be based upon the application (or amended application) which the applicant submits.

The appeal stage must be based upon the application that was acted upon by the committee.

h. An application which would be eligible for grant money should meet all of the criteria and objectives of this provision except when the nature of the proposal is not applicable to the criteria or objectives, yet is judged by the committee to comply substantially with the intent of the objectives and criteria and to meet specifically most of them.

i. An application which requests an amount of money in excess of 50% of the amount of monies available to the committee on the date the application is submitted will be considered and acted upon by the committee only between February 1 and May 1 of any year.

*See Appendix E for Application.

ARTICLE XVI — GRIEVANCE PROCEDURE

A. The grievance procedure is designed to keep to a minimum personal and interpersonal conflicts which occur within the normal operations of the school system.

B. Definitions

1. Grievance — A grievance is a complaint by an employee or the Federation of an alleged violation of any of the terms and conditions of this Agreement. Either the employee or the Federation may initiate a grievance.

2. Days — Working days means days when school is in session. It is exclusive of Saturday, Sunday, holidays and vacation time. During summer vacation, working days shall mean Monday through Friday, excluding holidays.

C. Procedures
1. A grievance must be instituted within 30 working days of the occurrence of the incident giving rise to the grievance or within 30 working days after the employee or Federation knew or should have known of the act or condition upon which the grievance is based in order to be timely.

2. The time schedules as outlined in the procedure shall be followed rigidly except where absences of parties involved make adherence impossible. Such absences may occur because of sickness, conference attendance or other valid reasons. If such absences do occur, the time schedule may be subject to reasonable adjustment arrived at by mutual agreement of the parties involved.

Step 1(a)
An employee or the Federation having a grievance shall go to the building principal with the problem and have an informal oral conference. At this conference, the employee or principal may be accompanied or represented by a person of his or her choice. After discussion, the principal shall render a decision, immediately, if possible. In cases where additional time is needed, such time shall be granted, but in no case shall the time exceed five (5) fifteen (15) working days.

Step 1(b)
If the grievant is not satisfied with the Step 1(a) decision, the grievant within five (5) working days of receipt of the decision shall submit the alleged grievance in writing to the building principal and request a date for a conference. The principal shall call such a conference within five (5) working days after the receipt of such a request. Following this conference, the principal shall answer the grievance in writing within five (5) fifteen (15) working days.

Step 2
If the grievant is not satisfied with the Step 1(b) decision, the grievant within five (5) working days of receipt of the decision shall submit the alleged grievance in writing to the Superintendent of Schools. This written notification shall include the alleged grievance with any supporting evidence and a statement as to why the grievant disagrees with the decision rendered in Step 1(b). Within five (5) fifteen (15) working days of the receipt of such notification, the Superintendent shall call a meeting of the grievant and the building principal. The grievant and the building principal may present any evidence, oral or written, at this meeting. The Superintendent shall render a decision in writing within a period of five (5) fifteen (15) working days. A copy of this decision shall be sent to the grievant and to the building principal.

Step 3
If the grievant is not satisfied with the Step 2 decision, the grievant within five (5) working days of receipt of the decision shall file an appeal of the decision with the Superintendent to be heard by the Board of Education. The appeal shall be presented by the Superintendent to the Board within five (5) fifteen (15) working days after receipt of the appeal.

The President of the Board of Education shall call an executive session of the Board to discuss with the parties involved the alleged grievance and to hear supporting evidence.

Such meeting shall be called within thirty (30) fifteen (15) working days after receipt of the appeal to the Board.

A decision on the alleged grievance shall be rendered by the Board of Education within five (5) fifteen (15) working days of such meeting, and all parties involved shall be notified immediately in writing of the decision. The decision shall be binding on all parties where the grievance falls within the limitation of Board policy.

Where the grievance constitutes an interpretation or application of the Agreement, the Federation may submit the grievance to arbitration by written notice to the Board of Education within fifteen (15) days after the receipt of the decision from the Board of Education.

The grievant may must have a representative of his or her choice accompany the grievant and fully participate in any or all phases of the grievance procedure if the grievant so desires, or the grievant may choose to have the Federation represent him/her at any and all stages of the procedure.

Grievance business must be conducted outside the regular school day hours.
ARTICLE XVII — ARBITRATION

**Scope**

Not all grievances are subject to arbitration. The scope of arbitration and the jurisdiction of the arbitrator are defined under "Jurisdiction of the Arbitrator."

Grievances may be submitted to arbitration after the grievance procedure has been exhausted, subject to the following principles and procedure.

**Selecting the Arbitrator**

The arbitrator shall be selected under the voluntary rules of the American Arbitration Association.

**Duties of the Arbitrator**

It shall be the duty of the arbitrator to hear disputes on subjects within his jurisdiction certified to him by the Federation or by the Board of Education after the grievance procedure of the Agreement has been exhausted. Such hearings shall be held in Massena, New York, unless another place be unanimously designated by the Federation and the Board of Education. The arbitrator will hear a case or cases in full with findings of fact, conclusions, recommendations, and shall render a decision which shall be final and binding upon the parties.

**Jurisdiction of the Arbitrator**

A. The arbitrator shall regard the provisions of this Agreement as the basic principles and fundamental law governing the relationship of the parties. The arbitrator's function is to interpret the provisions of this Agreement and to decide cases of alleged violations of such provisions. The arbitrator shall not supplement, enlarge, diminish, or alter the scope of meaning of this Agreement and its appendices as it exists from time to time, or any provisions thereof nor entertain jurisdiction of any subject matter not covered thereby (except to the extent necessary to determine his jurisdiction). Without limiting the foregoing, the subjects of health insurance and retirement are by this section excluded from arbitration.

B. Whenever the arbitrator determines that the subject of dispute is or a decision or award thereon would be beyond his jurisdiction, or would contravene this section, he shall dispose of the case by reducing such determination to writing and may then refer this dispute to the parties.

**Costs**

The compensation and expenses of each party's representative or representatives shall be borne by such party. The compensation and expenses of the arbitrator shall be borne equally by the parties.

**Rules**

The arbitrator shall make such rules and regulations for the conduct of his business as do not conflict with these provisions.

ARTICLE XVIII — TAX SHELTERED ANNUITY

At the request of a teacher, the Board District agrees to purchase annuities of for employees in accordance with the provisions of Section 403 (b) of the Internal Revenue Code of 1954, as amended.

The Superintendent of the School District is authorized to approve, on behalf of the Board of Education, applications from employees for agreements with the school district for reductions in contract salary, the amount of such reduction to be remitted to the company specified by the employee in the agreement for the purpose of purchasing a nonforfeitable annuity contract or annuity account qualifying for purposes of Section 403 (b).
ARTICLE XIX — HEALTH INSURANCE BENEFITS

The District shall provide a Health Insurance Plan which includes hospitalization, surgical and major medical benefits for all Massena Central School active and retired teachers and their dependents. The benefits shall be as set forth in the St. Lawrence-Lewis BOCES Insurance Plan Document as modified by Appendix G included in Riders 5 and 6. It is understood that the District may change carriers provided there is no reduction or change in benefits.

A. Employees who serve more than at least ten (10) five (5) years and retire from the District will be eligible for health insurance at their own expense health insurance benefits. If the employee has served more than fifteen (15) five (5) years, but less than, or up to twenty (20) ten (10) years, the employee will contribute fifty (50) percent of the premium cost. If the employee has served more than twenty (20) ten (10) years, but less than, or up to fifteen (15) years, the employee will contribute twenty percent (20%) of the at the rate active employees contribute toward the premium cost. If the employee has served more than fifteen (15) years, the District will pay 100 percent of the premium cost. Any employee who retires on or after June 30, 2011 will pay the premium cost at the active rate. Employees with less than ten (10) years service are not eligible for health insurance upon retirement.

B. The spouse of a unit member who is eligible for health insurance by his/her employer (outside of the St. Lawrence/Lewis BOCES Consortium) must enroll and elect primary coverage in his/her plan for himself/herself. Non-election of the employer-sponsored health plan will make said spouse ineligible for coverage under the unit member’s plan. The spouse may participate in the unit member’s plan by paying 100% of the premium equivalent for such coverage.

C. If any retiree or any employee with fifteen (15) ten (10) or more years of service in the District dies, the dependent(s) will have the option of electing health insurance coverage at their own expense.

D. The District will contribute $50,000 per year to the Federation for a medical benefit fund to be used at the discretion of the Federation to provide for dental, vision, prescription, and related benefits. Two equal payments of $25,000 on July 1 and January 1 will be made each year.

E. Where both husband and wife are members of the bargaining unit, the District requires each to have an individual policy. assumes responsibility to enroll the dependent teacher in the insurance plan if the spouse dies.

F. Once per year, upon request of the Federation, the District shall provide a statement of the premium equivalent for the current school year with supportive documentation. Current retirees receiving Medicare Part B reimbursement will continue at the individual rate. No new Medicare Part B recipients will receive a reimbursement.

ARTICLE XX — PAY PERIODS

A. On the day following Labor Day, each faculty member of the Massena Central School system shall submit an individual payroll card to the Office of the Superintendent. Said card shall permit each employee to select 21 or 26 paychecks of equal amount. All teachers will receive twenty-six (26) paychecks to be distributed every two (2) weeks.

B. Pay dates will be every other Friday beginning no later than the second Friday after school opening.

C. Those teachers choosing 26 paychecks will receive the additional five checks on the last pay date in June or throughout the summer as desired.

B. Effective July 1, 2011, all checks will be deposited electronically (direct deposit). Paper checks will no longer be available.

C. The first payment will begin no later than September 21.

ARTICLE XXI — PERSONNEL FILES
A. A complete personnel file will be maintained in the Central Administration Building. Such file is to contain all data relating to employment, discipline, promotion, evaluation, and all other job-related matters — exclusive of confidential references and communications received with the initial employment.

B. A teacher shall have the right to inspect, copy, photocopy, or photograph the contents of his/her file at any time during business hours. Teachers requesting copies of file contents will not be charged for such duplication. They shall be entitled to have a personally selected representative accompany them during such review, during Central Administration Building hours, but after the school day. They will be charged for the copies.

C. A teacher shall have the right to rebut, explain and comment upon any material in his/her file and such statement shall be appended to the appropriate item(s) in the file. Such rebuttal, explanation or comment must be attached within fifteen (15) thirty-(30) days of the date such material is placed in the file. Any material which is inaccurate, misleading, or inappropriate, shall be removed from the file.

D. No derogatory memorandum, letter of report of a complaint, shall be placed in the teacher’s file without the teacher’s knowledge and without affording the teacher an opportunity to make a written statement of defense or explanation to be attached thereto. Such statement or explanation must be made within fifteen (15) thirty-(30) days.

E. Before the record of any complaint by a parent or a student is placed in the teacher’s file, the administrator will inform the teacher of the complaint and afford the teacher the opportunity to discuss the problem with the complainant or the building principal. Any meeting with the complainant will be arranged by the principal at a time agreeable to the principal and the teacher.

F. Derogatory material not reduced to writing within three (3) years ten-(10) days of the occurrence of the incident(s) or within three (3) years ten-(10) days of the administration becoming aware of the incident(s) may not later be placed in the file.

G. No material in the file shall be forwarded to any agency, organization, prospective employer or other party without the expressed written consent of the teacher.

H. All teachers shall be given the opportunity to have a representative of their choice present at any formal disciplinary proceedings.

*All time limit references shall be working days.

ARTICLE XXII — TEACHER EVALUATION AND TERMINATION

The administration recognizes its obligation to give all non-tenured teachers reasonable opportunity to develop into useful and productive teachers, and to give all tenured teachers assistance which will enable them to maintain the highest possible degree of effectiveness.

A. The primary purpose of evaluation will be the improvement of instruction.

B. All formal evaluations will be in writing and one standardized evaluation form will be used throughout the District.

C. Specific suggestions for improvement will be made in writing by the evaluator with the teacher to provide a written plan for implementing the suggestions along with an acceptable timeline for such implementation. Follow-up evaluations, if necessary, will be conducted to determine whether the program is being done.

D. Written notice of the consequences of failure to improve will be given to a teacher at least 45 calendar days prior to a final decision.
E. Material in the teacher's file may also be used to aid in the judgment.

F. All teachers will be evaluated. Non-tenured teachers will receive at least two formal evaluations during the first year of probationary appointment and at least one formal reevaluation for each remaining year of the probationary appointment.

G. Any teacher may request an evaluation at any time and this request will be honored by the appropriate administrator within ten (10) five (5) school days.

H. Within ten (10) five (5) school days, the administrator will hold a conference with the teacher to review the evaluation. The teacher will receive a copy of the completed evaluation form at the beginning of the conference. Upon completion of the evaluation review, both the administrator and teacher will sign the form. This is not to assume that the teacher is in agreement with the evaluation, only that he/she has read it. If a teacher disagrees with the evaluation, he/she may state his/her objections, in writing, and this statement of objection will be signed by the principal and the teacher and then attached to the evaluation form. This evaluation form and any comments by the teacher relating to his/her evaluation shall become part of the teacher's personnel file.

I. All monitoring or observation of the work performance of a teacher shall be conducted openly and with the full knowledge of the teacher.

J. Teacher Improvement Committee

Any probationary or tenured teacher in the system or the principal of a school may request the establishment of a Teacher Improvement Committee. Such request by a teacher must be honored. A request by a principal for a teacher must also be honored provided, however, that a tenured teacher may appeal such request, if he or she believes it to be unjustified, to a committee consisting of the Superintendent and the Federation President.

The purpose of this committee will be to work closely with the teacher and principal in an attempt to realize the teacher's full professional potential.

1. Selection of Committee

The committee will consist of three tenured teachers in the District, one selected by the principal, one member by the teacher, and the third to be selected by the two committee members.

2. Procedure

a. The teacher's request for a TIC will be submitted, in writing, to the principal. The principal's request shall be, in writing, to the teacher that the principal requests the formation of a TIC.

b. The TIC will meet with both the teacher and principal unless, by mutual agreement, individual members of the committee are instructed to work independently with the teacher.

c. The committee will observe the teacher in the classroom or in classroom situations and develop and implement any other methods to determine the strengths and weaknesses of the teacher and devise methods for improvement. It will serve as a convenient source of advice to both the teacher and the principal.

3. Tenure of the committee shall be from no earlier than October 14 to April 15 of any school year. A teacher may have the assistance of a committee for two consecutive years if the committee and the principal agree it could be profitable.

4. The committee may make recommendations to the principal as to the effectiveness of the teacher's performance.
5. The Teacher Improvement Committee shall respect the confidentiality of all communications between it, the principal, and the teacher involved.

K. Termination Procedure

A probationary teacher in his second or third year may be dismissed according to the following procedure:

A teacher who is being considered for termination will be entitled to a hearing on the reasons for dismissal. The hearing panel shall consist of:

1. A member of the Board of Education appointed by the President of the Board and the Superintendent.
2. A principal of the District other than the one directly responsible for that teacher, appointed by the Superintendent.
3. Two District teachers selected by the teacher in question.
4. The four panel members will choose a fifth panel member from a college where NYSUT is not the bargaining agent.

The panel shall make an advisory decision together with the reasons therefore, and submit it to the Superintendent and Board to make a final decision under the law to retain or terminate said teacher.

This procedure is not subject to arbitration and is only applicable to cases of termination for cause and may not be used for reduction in force situations.

A first year teacher An untenured teacher who is terminated is not entitled to the above procedure.

L. Extra Curricular Appointments

Unit members in coaching or other extra pay positions shall be notified given reasonable notice by February 1 for any activity concluding prior to the Christmas recess, and within forty-five (45) calendar days of conclusion of the activity for any activity that ends after January 1, of whether or not they will be recommended by the Superintendent for reappointment by the Board of Education. The coach or advisor must notify the District, in writing, within thirty (30) calendar days, if he or she intends to accept reappointment. Once this notification has been received, the coach or advisor may only be disciplined or dismissed during the term of the appointment for just cause.

Appointment of the coaches or extra pay positions is annual, and is made by the Board of Education upon recommendation of the Superintendent of Schools. Following four (4) years of continuous service in the same coaching or extra pay position, reappointment of a unit member will not be denied except for just cause.

The issue of coaches' reappointments is not subject to the Grievance Procedure.

In the event a question of reappointment is submitted, by the Federation, to arbitration, the determination of the just cause standard shall be made by the arbitrator solely on the basis of evidence presented by the parties at the hearing, and shall not be based upon any other provision(s) of this Agreement, procedural or otherwise. Each case shall be judged by the arbitrator on its own merits, and shall stand alone, the decision being non-precedential and non-prejudicial to either the Federation or the District in any subsequent matter arising under the terms of this provision.

In the event the arbitrator finds for the grievant, and the award is not received at least thirty (30) days prior to the beginning of the activity in question, the grievant will not be reinstated until the following school year, and the award will be limited to making the grievant financially "whole" for the activity in the current school year.
ARTICLE XXIII — PROFESSIONAL INVOLVEMENT

Whereas the faculty of the Massena Central School constitutes a professional body whose special education and experience particularly qualifies them for the educational process, the Federation may submit upon its own initiative or upon the request of the Superintendent and/or the Board of Education its recommendations for innovations and modifications to the educational process for District consideration.

The Federation supports the participation of new members in an orientation program.

The Federation recognizes the APPR process.

ARTICLE XXIV — CONFORMITY TO LAW

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law.

In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect. It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

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

ARTICLE XXV — TOTALITY OF AGREEMENT

This contract incorporates the entire understanding of the parties on all issues and is not open to further negotiations, except as provided in Article XXXVII, "Duration of Agreement."

ARTICLE XXVI — PROHIBITION OF STRIKES

No public employee or employee organization shall engage in a strike, and no public employee or employee organization shall cause, instigate, encourage or condone a strike.

ARTICLE XXVII — SALARIES

The salary schedules for each year of the Agreement are set forth in Appendix A and apply to every employee covered by this Agreement.

ARTICLE XXVIII — RETIREMENT INCENTIVE [ELIMINATE ENTIRE SECTION.]

Upon retirement, and subject to the provisions of this Article, unit members shall be paid a benefit according to the following conditions:

A. A unit member who retires in the first twenty-four (24) months of eligibility under the Teachers’ Retirement System, without penalty, shall receive $125 for each day of unused accumulated sick leave or $2,000, whichever is greater.

To qualify for this benefit, retirement must coincide with the end of a semester.
In subsequent years of eligibility under the Teachers' Retirement System, the unit member shall receive $35 for each day of unused accumulated sick leave.

Maximum number of days that can be reimbursed is 200.

The member must have completed at least 10 years of full-time service in the District by the effective date of retirement.

In order to be eligible for this benefit, teachers who are to retire shall notify the Superintendent in writing of their intention no later than 150 days prior to the effective date of retirement. In addition, a teacher must provide an irrevocable letter of retirement 90 days prior to the effective date of retirement. In the event of a change in circumstances, a teacher who submitted an irrevocable letter of retirement may request to rescind the letter. Notwithstanding the irrevocable nature of the letter, the Superintendent may grant such a request if in his or her determination, retiring would cause undue hardship upon the employee.

In the event that an employee who has submitted a notification agreement to retire dies, the monies due under this plan will be paid to the designated beneficiary or to the estate of the employee.

The payment of retirement incentive monies will be made within one month of the effective date of retirement. However, in no event, shall the payment occur prior to the commencement of the next school fiscal year except that for any retirement effective between July 1 and August 31 of a particular year, payment shall be made within thirty (30) days.

This retirement incentive shall remain in effect from July 1, 2007 through June 30, 2012.

**ARTICLE XXIX — SICK LEAVE PROCEDURES**

A. Any teacher wishing to join the sick leave pool shall submit the appropriate application form to the Federation secretary by the second pay period in September or within thirty (30) days of being hired.

B. Any teacher who joins the sick leave pool will remain a member until such time as he/she notifies the Federation Chairperson in writing that he/she no longer wishes to participate in the pool. Any member resigning shall not be able to withdraw days donated to the sick leave pool.

C. The Review Committee Chairperson shall prepare the official list of the individuals in the sick leave pool by the third pay period of the first semester.

D. Each individual electing to join the sick leave pool shall donate two (2) days of accumulated sick leave to the pool each September for two (2) years. Half-time employees shall contribute in proportion to their workload.

E. If the total number of days remaining in the sick leave pool falls below 200 days, each member shall have one day deducted from his/her accumulated sick leave to reimburse the pool. The chairperson shall notify members when this happens.

F. A Review Committee comprised of five members appointed annually by the Massena Federation of Teachers President shall administer the sick leave pool. This committee shall determine eligibility for withdrawal of days from the bank. The committee shall have the authority to grant days in any situation it deems to be totally unique and of an emergency nature. The committee may grant days as it deems appropriate and may attach whatever conditions necessary. Each decision of the committee shall be a majority decision of the full committee and all decisions of the committee shall be final. It is understood that no decision of the sick leave committee shall be subject to the grievance procedure. The Federation Secretary shall be a nonvoting member. In the event that the applicant to the bank is a committee member, the Secretary shall become a voting member and replaces the committee member in the consideration of his application. The committee shall consist of two (2) members from the senior
high, one (1) from the junior high, three (3) and two from the elementary level, and an administrator designated by the Superintendent of Schools.

G. Decisions of the Review Committee shall be in writing with rationale for the decision. Such rationale shall then become part of the criteria for future decisions.

H. Applications for sick leave pool benefits shall be made in writing to the Review Committee. The teacher making a request for sick leave pool benefits shall submit such additional information as the Review Committee might request as necessary in making its decision.

I. Any current unit member or new hire not electing to join the bank within thirty (30) days of eligibility shall not be eligible again to join until the following September.

J. Members may contribute up to three (3) days more than required in any 365-day period subject to all the conditions of the bank and with no special advantage for the member.

K. The foregoing may only be changed by 2/3 vote of the Federation membership by written ballot.

L. Members contributing days to the pool shall have their maximum sick leave accumulation reduced by the number of days contributed. When a teacher elects retirement under the retirement incentive plan, those days that he/she has reduced his/her maximum accumulated days by shall be returned to him/her by the sick leave bank.

**ARTICLE XXX — RECALL RIGHTS**

Teachers on the recall list shall be given first opportunity for any openings which develop for long-term substitutes if they are certified in that area. The only exception shall be when a teacher absence is initially per diem and the District is unaware that it will develop into a long-term subbing opportunity. For salary and benefit purposes they will be treated as if their employment had been continuous.

**ARTICLE XXXI — LONG-TERM SUBSTITUTES** [ELIMINATE ENTIRE ARTICLE.]

Long-term substitutes are employees who replace teachers who are absent for a pre-specified amount of time, where no vacancy exists. For long-term substitutes, all contractual provisions shall apply from the initial date of employment except that:

1. Annual benefits shall be proportionate to time served.

2. Insurance coverage shall apply from the initial date of employment, but only for substitutes in service that is expected to exceed five calendar months of school; or it shall apply from the date it becomes evident that a substitute will serve more than five (5) months, if this is not apparent when they are initially employed.

3. Discipline, evaluation or dismissal provisions of the Agreement shall be applicable only after twenty (20) school days of continuous employment.

Notwithstanding any of the foregoing, any encumbered position, in which the regular teacher is absent for more than 20 consecutive school days, shall be considered filled by a long-term substitute as of the twenty-first (21) day. This long-term sub shall be treated in every respect as a long-term substitute commencing the 21st day. This is intended solely to relate to a situation where an initial absence is not for a pre-specified amount of time.
ARTICLE XXXII — ALTERNATIVE DISCIPLINARY PROCEDURE

In situations where the District believes it has cause to discipline a tenured teacher, and the penalty sought is limited to either an official letter of reprimand or a suspension without pay for a period not to exceed five (5)-school days, one semester the following procedure will apply in lieu of the procedure contained in Section 3020-a of Education Law of New York State.

A. The District shall present the teacher with a statement of the charge giving rise to the perceived need for disciplinary action. The Federation President will receive a copy at least 24 hours before the teacher is notified.

B. A meeting will be scheduled within five (5) days between the teacher, a Federation representative(s) and representative(s) of the District. At this time, the charges will be discussed, and the teacher will be informed of the specific penalty sought by the District. As a result of this meeting, the teacher shall elect to:

1. Accept the penalty sought, or a modification thereof, in which case the penalty will be imposed and a record thereof placed in the teacher's personnel file, at which point the matter will be considered resolved.

2. Proceed as quickly as possible to Arbitration under the terms of this Agreement. The parties agree to submit to the Arbitrator only the issue in question, and shall charge the Arbitrator with responsibility for reaching a determination solely on the basis of the charges presented. The Arbitrator shall decide only whether or not the charges are substantiated. All costs of Arbitration shall be paid by the District.

The Arbitrator shall apply identical criteria as would be applied, under law, by a tenure panel in 3020-a proceedings. The District must prove, by a preponderance of evidence, either insubordination, immoral conduct, neglect of duty or conduct unbecoming a teacher. If the charges are substantiated, the penalty sought by the District will be imposed. The decision of the Arbitrator shall be binding, and the opinion and award shall become a part of the teacher's personnel file.

If the teacher is exonerated, then no reference to either the event(s) giving rise to the hearing or to the hearing itself shall appear in the teacher's personnel file.

C. The action by the District to initiate this process must be undertaken within 15 calendar days of the date the event occurs which gives rise to the District action or within 15 calendar days of the date the District should have known of this event (whichever is sooner).

D. The Arbitrator's decision shall not be subject to appeal by either party for any reason.

ARTICLE XXXIII — DEPARTMENT CHAIRPERSONS / GRADE LEVEL LEADERS

The District recognizes the Massena Federation of Teachers as exclusive representation for the Department Chairpersons and Grade Level Leaders.

1. Evaluation of colleagues:

   a. Department Chairpersons and Grade Level Leaders will provide written evaluation of colleagues upon management request in assessing whether a teacher is teaching the prescribed curriculum, but not with regard to the quality of that teaching.

   b. Department Chairpersons and Grade Level Leaders will not be asked by management to testify at any proceeding that could result in disciplinary action against a unit member, nor will anything written by a Department Chairperson or Grade Level Leaders be submitted at such a proceeding by management.

   The only exception to the foregoing is that people filling the role of Department Chairperson or Grade Level Leader may be utilized at such hearing if such is done clearly and unequivocally in their role as a...
teacher and if it is obvious that such testimony would have been available and relevant even if they were not filling the role of Department Chairperson or Grade Level Leader.

2. Annual appointment:

a. Department Chairperson positions are annual appointments beginning July 1 and concluding June 30 of the following year.

The District need provide no reason for re-appointing or not re-appointing a Department Chairperson or Grade Level Leader.

b. Once appointed, a Department Chairperson or Grade Level Leader may only be disciplined or removed during the year for justifiable cause.

c. No material placed in the file of a Department Chairperson or Grade Level Leader in his/her role as Department Chairperson or Grade Level Leader may be used in any proceeding that could result in disciplinary action for that person in his/her role as a unit teacher or unit member other than the Department Chairperson or Grade Level Leader.

d. Any material placed in a Department Chairperson's or Grade Level Leader's file in his/her role as a Department Chairperson or Grade Level Leader shall be removed either in three years or upon non-reappointment as a Department Chairperson or Grade Level Leader (whichever is sooner).

3. Department Chairpersons and Grade Level Leaders shall be paid on Schedule D B of the Extra-Curricular Salary Schedule.

Terms of Appointment

The appointment of a Department Chairperson or Grade Level Leader is for the regular teaching year. However, Department Chairpersons and Grade Level Leaders will occasionally be expected to work beyond the normal teaching day and/or normal teaching year.

The teaching and supervision assignments of a Department Chairperson and Grade Level Leader will be established annually by the Principal(s). At least one (1) period daily A maximum of two (2) hours weekly will be assigned designated for performance of duties as Department Chairperson or Grade Level Leader. The one (1) period daily will be provided by relieving Elementary Grade Level Leaders of any supervision and/or duties at the beginning and end of each school day. The administration will schedule two (2) days during the summer for staff development and curriculum review.

Department Chairpersons and Grade Level Leaders will be appointed by responsibility as follows:

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<tr>
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<th>District</th>
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<td>Technology (1)</td>
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Appointment of the Department Chairperson and Grade Level Leader is annual, and is made by the Board of Education upon recommendation of the Superintendent of Schools.
Evaluation

Each Department Chairperson and Grade Level Leader will be evaluated at least once annually by the Building Principal.

ARTICLE XXXIV — EDUCATIONAL CONCERNS COMMITTEE

A teacher(s) who has reasonable cause to believe that his/her teaching effectiveness may be negatively impacted by factors or conditions beyond the teacher's control, and who, after discussing these concerns with the administration without receiving a resolution satisfactory to the teacher, shall be provided the opportunity to bring his/her concerns to the attention of the Educational Concerns Committee. Also, the Federation may take concerns affecting the Federation or any of its members directly to the Committee.

The Committee shall be comprised of the Superintendent, two members of the Board of Education, two teachers selected by the Federation, and a third individual selected by the teacher. (This individual may be another teacher, a parent or a citizen of the community, or any other party familiar with the situation giving rise to the teacher's concerns.) If the Federation brings the concerns, the Federation shall select three people.

The Committee shall investigate the teacher's concerns, consider any evidence which the teacher shall provide to support his concerns, and may request additional testimony or evidence from other parties.

Following deliberation, the Committee shall report to the full Board of Education and the Federation. Should the teacher's concerns be sustained in whole or in part, the Committee shall make recommendations or suggestions for resolving the matter.

The Board of Education may accept, reject, or modify the Committee's report and recommendations.

Should the Committee's report and recommendations be rejected, or modified, the teacher and each member of the Committee shall be provided the reasons in writing for the Board's action.

A partial list of factors or conditions which might trigger an appeal to the Committee would be:

1. Enrollment in a class or classes.
2. Student makeup of a class or classes.
3. Scheduling of a class or classes.
4. Number of teacher preparations.
5. Availability of materials or supplies.
6. Change of teaching assignments.

All requests for the committee action shall be in writing to the Superintendent with a copy to the Federation President.

The Committee shall meet within 30 calendar days of the initial request and shall meet as often as necessary (at least once per month) until a decision is reached.

ARTICLE XXXV — DEATH BENEFIT

Should a teacher die in service, his or her estate shall be paid $25 per day for each day of accumulated sick leave.
ARTICLE XXXVI—JOB-SHARING [ELIMINATE ENTIRE ARTICLE.]

"Job-sharing" shall be defined as a unit member sharing a full-time position with another unit member or a long-term substitute.

A. Procedure/Application for Request:

The two people involved shall submit a request in writing by May 31 for the following school year in which the job-sharing will commence. The request should be made jointly and should be made to the Superintendent of Schools. It must include detailed information regarding the position (to be shared) as it currently exists. Exceptions may be made to the foregoing on a case-by-case basis.

All job-sharing arrangements will be for one full year. They must commence in September.

B. Factors Considered by the Superintendent for Approval of Request:

1. Impact upon the educational program.
2. Job-sharing criteria.

C. Job-Sharing Criteria:

1. The position to be shared is currently held by a certified, tenured Massena Federation of Teachers bargaining unit member who would fill one-half (½) of the position or was held by such a unit member prior to a leave of absence who is returning to fill one-half (½) of the position.

2. Each candidate must be:
   a. A certified teacher in the grade level and/or subject area
      OR
   b. In the event a certified teacher cannot be found to job-share, then by mutual agreement between the M.F.T. member and the Superintendent and with a recommendation from a building principal, the other candidate may be a person who has been a district, long-term substitute. Exceptions by mutual agreement.

3. No more than three (3) positions will be shared at any time. Applications will be considered in the order in which they are requested.

D. Conditions:

The decision of the Superintendent to grant or refuse a request to create a job-sharing position shall be final and is not subject to the grievance procedure under any circumstances.

1. The decision shall be given to the requestors, in writing, with a rationale (in the case of refusal) or must include the job-sharing position, course or courses to be taught and the school in which the position shall be shared (in the case that a job-sharing position is created).

2. The written notification shall be made by July 31, before the intended job-sharing school year.

3. The schedule created for the job-sharing shall follow the criteria listed:
   a. The job-sharers shall have planning time, free from duty, of no less than the contractual amount as outlined in Article XII of this contract.
Each party may not have more instructional and supervisory duty time allotted combined than that of the original position.

In no event may the newly created position require more than the contractual seven and one-half (7½) hour workday, as outlined in Article XIII.

The District shall be responsible for hiring any long-term substitutes that are required as a result of the unit members sharing one job.

All job-sharing positions shall be split equally between two unit members or a unit member and a long-term substitute.

At the elementary level, sharing shall be conducted on a daily (a.m., p.m.) basis. A fifteen (15) minute overlap may be required depending on the schedule.

Both sharers shall be responsible for the content of all faculty meetings.

Duration:

Full-time unit member(s) who engage in job-sharing may be granted up to three consecutive one-year leaves of absence from their full-time position(s) in order to be part of a job-sharing position.

Non-Massena Federation of Teachers Job-Sharing Individuals:

Any non-certified and/or non-unit member who job-share will be considered a "long-term" substitute and therefore, will be entitled to the rights and provisions in Article XXXI of this contract with the understanding that this is a part-time position. Therefore, they must abide by the terms and conditions of this Article of the contract, specifically the section regarding fringe benefits. This is an annual appointment, which does not accrue seniority or constitute a probationary appointment.

Any non-certified person will be compensated at the rate of one-half (½) Step 1 Schedule I of the salary schedule.

Responsibilities:

1. The job sharers' responsibilities will include all responsibilities that are usual and customary for all district instructional staff.

   a. The sharers shall split any other job-related days that are non-instructional, equally and equitably. In the event that the District requires either or both job sharers to be in attendance outside their regularly scheduled day, the District shall compensate the job-sharer(s) at the current, contractual rate.

   b. The job sharers shall divide any other responsibilities associated with the position.

   c. However, both the job sharers shall be required to attend all District scheduled Superintendent's days without additional compensation. No more than 4 Superintendent's days are scheduled each year.

2. The District shall be responsible for providing the following:

   a. The specified amount of planning time for job sharers.

   b. A teaching schedule that is most beneficial to student achievement and consistency.

   c. A long-term substitute to fill any vacancy created by the two unit members sharing one job, for the year of job-sharing.

   d. The option to have the District provide insurance coverage, as elected.
a. No job-sharing member may be disciplined, reprimanded or dismissed without just cause at any time during the term of annual appointment.

H. Fringe Benefits:

1. Sick Leave:
   a. In the event that job-sharing is accomplished through a one-half (1/2) day manner, then the fifteen (15) days of leave with full pay as outlined in Article IX (Leave of Absence) will refer to 15-one-half (1½) days. One-half day shall be defined as any regular “in-session” day that the member is absent. Any unused balance shall accumulate as one-half days.

   b. In the event that job-sharing is accomplished in an every-other-day manner, each sharer shall receive seven and one-half (7½) days of leave with full pay and unused days shall accumulate as full days.

   c. Three of the above days (½ days of item a or full days of item b) are personal leave—no reason given. All other leave guidelines as detailed in Article IX will apply to job-sharing members.

2. Health Insurance Benefits:

   Any job-sharing personnel are entitled to all the current health insurance benefits by contract, under the following conditions:

   a. The employee must provide the district with an updated status to the type of coverage he or she prefers for the job-sharing school year.

   b. Any job-sharing unit member with a spouse who is employed full-time by the District shall be automatically covered under the spouse’s health insurance.

   c. The District must provide 100% coverage to a job-sharing position. If one of the sharers elects not to have the District provide health insurance, then the other job sharer may elect to have the District pay all related costs and premiums and enjoy full benefits. This coverage shall not exceed the cost of one family plan. However, if both job sharers elect to have health coverage, the job-sharing individual(s) must pay one-half (½) of the District cost for the type of coverage the job sharer elects. This is only during job-sharing. After the year of job-sharing has expired, the unit member’s health insurance immediately reverts to that of a full-time employee.

   d. The unit member may elect to have dental coverage. If so elected, the member will be responsible for paying the District cost of the premium for such coverage.

3. Salary:

   Salary shall be at one-half (1/2) step on schedule. The member(s) will stay on step for two years and then move to the next step on the schedule as if employed half-time, for this and any and all subsequent years while under job-sharing status, as set forth in Appendix A — Salary Schedule.

4. Seniority/Years of Service:

   Seniority/years of service shall accrue at one-half (1½) year for each year of job-sharing.

5. Agency/Union Dues:
All M.F.T. members who job-share will contribute to the Massena Federation of Teachers at one-half (1/2) the full-time teacher rate. All agency fee payers must contribute the equivalent amount levied by the Federation and shall transmit the sum so deducted to the M.F.T., in accordance with the State of New York laws.

6. Related Issues:

Before a unit member(s) makes a request for job-sharing, he/she must consult with the Federation President or the President's designee.

1. Terms and Conditions:

1. Nothing contained herein shall in any way be construed as pertaining to or impacting upon the contractual language dealing with other leaves of absence, or upon other procedures, policies, and terms and conditions of employment of any unit member or "long-term" substitute.

2. This Agreement constitutes a full commitment of both parties for the term of said Agreement. Each party shall carry out commitments contained herein.

3. Neither the Board of Education nor the Superintendent of Schools may modify any policies contained herein. In the event that any terms and conditions of employment affecting a unit member are not outlined herein, the Board President and the Superintendent shall first notify the Federation President of such and give the Federation the opportunity to negotiate thereon.

4. Should a conflict in health insurance benefit language exist within the body of the contract, the Job-Sharing Article shall supersede.
ARTICLE XXXVII—DURATION OF AGREEMENT

The Agreement shall be in effect from July 1, 2011 to June 30, 2016. At any time subsequent to January 1, 2016, either party may give written notice of intention to open negotiations for a new Agreement. Meetings between the parties will begin no later than two weeks following such notice.

In witness whereof, the parties have hereunto set their hands this day of .

SUPERINTENDENT OF SCHOOLS

________________________________________________________________________
Signature

________________________________________________________________________
Date

MASSENA FEDERATION OF TEACHERS

________________________________________________________________________
Signature

________________________________________________________________________
Date
APPENDIX A

SALARIES FOR 2007-08, 2008-09, 2009-10, 2010-2011

Headings of each column in the three schedules that follow go by the following definitions:

BA—Bachelor’s Degree
SPM—Specialty Master’s Degree
Numbers added to the above assignments represent credits earned beyond the indicated degree.

A unit member with 91 days of paid service (or more) in a school year shall advance a step on the salary schedule the following September.

Teaching Assistants shall receive the following percentage increases and pay rates in each year of this Agreement:

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<td>$21,669</td>
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* Current Teaching Assistants will start at $21,669 per year, effective July 1, 2011.

Salary Schedule

One-Five Years of Service: $18,000/Year
Six-Ten Years of Service: $20,000/Year
Eleven + Years of Service: $21,669/Year

* Teaching Assistants will follow the same school calendar as Teachers.
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## APPENDIX B

### EXTRA-CURRICULAR POSITIONS AND SCHEDULE

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<th>Schedule B</th>
<th>Schedule A</th>
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<td>Asst. JV-Football</td>
<td>Fr. Class Advisor</td>
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<tr>
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<td>Mod. Football</td>
<td>JH Ski Club</td>
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<tr>
<td><strong>Basketball (GV)</strong></td>
<td>Asst. Hockey</td>
<td>Mod. Baseball</td>
<td>JH Student Council</td>
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<td>Asst. V Football</td>
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<td>(3) Lego Robotics</td>
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<td>Student Council (HS)</td>
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<td>Marching/Pep Band</td>
<td>Mod. Basketball</td>
<td>JH Robotics</td>
</tr>
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<td>(G7)</td>
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<td><strong>Girls' Varsity</strong></td>
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<td>Mod. Basketball</td>
<td>Asst. Mod. Football</td>
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<td>(G8)</td>
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<td>Mod. Basketball</td>
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<td>Society</td>
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<td>Mod. Basketball</td>
<td>Dramatics (3)</td>
</tr>
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<td></td>
<td>(B8)</td>
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</tr>
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<td>Jr. Class Advisor</td>
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<td>JV Soccer (G)</td>
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APPENDIX B - continued

Extracurricular Salary Schedule

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All positions will be filled and paid.

No one (1) unit member will receive a double salary.

Guidance counselors will work ten (10) days per year beyond the regular teachers' schedule and will receive a $500.00 stipend.

PLEASE SEE NEXT THREE PAGES, REPLACING APPENDIX B, ALL BUT SENTENCE ABOVE.
Proposed:
FALL EXTRA-CURRICULAR POSITIONS AND SCHEDULE

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<td>Boys JV Soccer</td>
<td>Asst. Modified Football</td>
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Proposed:
Extracurricular Salary Schedule

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Proposed:

WINTER EXTRA-CURRICULAR POSITIONS AND SCHEDULE

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<td>Girls Mod. Basketball</td>
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<td>Boys Varsity Hockey</td>
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<td>Modified Indoor Track</td>
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<tr>
<td>Rifle</td>
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<tr>
<td>Varsity Winter Track</td>
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Proposed:

WINTER

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SPRING EXTRA-CURRICULAR POSITIONS AND SCHEDULE

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<td>Mod. Baseball</td>
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<td>Boy's Varsity Lacrosse</td>
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<td>JH Student Council</td>
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<td>Marching/Pep Band</td>
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Proposed:

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APPENDIX C

MASSENA CENTRAL SCHOOLS
APPLICATION FOR IN-SERVICE CREDIT

Date __________________________

Teacher's Name ___________________________________________________________

Name of In-Service Activity __________________________________________________

Where Held ________________________________________________________________

Length of Activity __________________________________________________________

Is this activity in the field of your present teaching assignment? ________________________

If this activity is conducted by an institution of higher learning, what is its credit hour value? ________

Number of credit hours applied for ________________________________________________

Salary schedule to which credit will apply _____________________________________________

Prior approval granted for ____________ hours

Prior approval not granted ________________

Date __________________________

Superintendent of Schools ________________________________________________________
PAYROLL DEDUCTION AUTHORIZATION

Social Security Number ___________-_________-__________

Last Name ____________________ First Name ____________________ Mi __________

District ______________________________________________________

FEDERATION ______________________________________________________

To the Superintendent:

I hereby authorize you, according to arrangements agreed upon with the above Federation to deduct from my salary and transmit to said Federation, dues as certified by said Federation for those organizations indicated below. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization therefore. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing.

FEDERATION SELECTION

Massena Federation of Teachers
American Federation of Teachers
New York State United Teachers

Member Signature ____________________________________________

Date ______________________
APPENDIX E

 RESOURCE AND SUPPORT APPLICATION FORM

1. Project Description

2. Rationale or Purpose for Project

3. Objectives

4. Target Population that will be Serviced

5. Cost Estimates (be as specific as possible). Include such items as material, supplies, outside personnel (salary and expenses), transportation, compensation (if any), phone calls and any personal expenses applicant may incur.

6. Means of Evaluation

7. Anticipated Timeline

Note: Your application may include an oral presentation.
MEMORANDUM OF AGREEMENT ("hereinafter "MOA")

Between

Massena Central School District
And
Massena Federation of Teachers

THIS AGREEMENT is entered into as of the 31st day of May, 2004, by and between ("Employer") and the Massena Federation of Teachers Association (the "Association") does hereby amend the terms of the existing collective bargaining agreement ("CBA") that governs the employment relationship between Employer and the Association, as follows:

Effective June 1, 2004, the Employer and Association agree to the following:

MANDATORY CLAUSES

1. **No Cash Option**. No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.

2. **Contribution Limitations**. The Employer may sponsor an Internal Revenue Code of 1986, as amended (the "Code") Section 403(b) plan, in order to maximize the use of tax deferral and reduction of payroll taxes. In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) contribution to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.

In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:

A. For all members in the New York State Teachers' Retirement System ("TRS") with a membership date before June 17, 1971, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the Code in the 403(b) plan, as the case may be, utilizing the maximum contribution over the applicable plan years. Employer shall then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the Code are fully met through payment of the Employer's Non-elective Contributions to maximize deferrals; and

1. **Explanation for TRS Categories**: Under Education Law § 501(11)(a), the calculation of a pre-June 17, 1971 TRS Tier I member's last five years final average salary (upon which a member's life-time pension is, in part, calculated) includes any non-ordinary income (such as termination pay) which is received as compensation prior to December 31 of the year of retirement. Thus, such a member would benefit from receiving, as compensation, in their final year of employment that portion of the Employer Non-elective contribution, which is in excess of the maximum Contribution Limits of IRC §415.

The final average salary of all other members of the TRS (i.e., all TRS members with a membership date on or after June 17, 1971) may not include any form of Termination Pay; therefore, the Employer's post-retirement
payment into the employee’s 403(b) account of that portion of the Employer Non-elective Contribution, which is in excess of the maximum Contribution Limits of IRC §415, is more advantageous for those members.

B. For all members in the New York State Teachers Retirement System (‘TRS’) with a membership date in the TRS on or after June 17, 1971, and for all members in the New York State Employees’ Retirement System regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the Code in the 403(b) plan, as the case may be, utilizing the maximum contribution over the applicable plan years. To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit in the 403(b) plan, such excess may be reallocated to the Employee in the 403(b) plan in the following year as an Employer Non-elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and in January of each subsequent year for up to four (4) years after the year of the Employee’s employment severance, until such time as the Employer Non-elective Contribution is fully deposited into the Employee’s 4303(b) account. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the Code.

3. 403(b) Accounts. Employer non-elective contributions shall be deposited into the 403(b) account initially selected by the employer and employee, provided that such account will accept Employer Non-Elective Contributions. Currently, said agreed upon company is the NYSUT endorsed 403(b) provider, offered through ING Life Insurance and Annuity Company.

4. Tier I Adjustments. Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers’ Retirement System.

5. This MOA shall be subject to Internal Revenue Code regulations and internal Revenue Service rulings. Should any portion 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 Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closely as possible, to the original intent of the parties.

6. This MOA shall further be subject to the approval of the Provider, which shall review the MOA solely as a matter of form and as the provider of investment products designed to meet the requirements of the Code.

7. The Employer is responsible for providing accurate information to the Provider. This information includes both Elective and Employer Non-elective Contributions and the amount of the participant’s Includible Compensation (see attached 2004 Special Pay Plan Procedures). To the extent inaccurate information is transmitted by the Employer to the 403(b) Provider, any issues that arise from the inaccurate information shall be the responsibility of the Employer.

For the Employer: __________________________________________ For the Association:

By: ____________________________________________ By: ____________________________

Douglas W. Huntley Gregory Paquin
Superintendent of Schools MFT President

Dated: __________________________ Dated: __________________________

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APPENDIX G

EFFECTIVE 10/1/07

RIDER 5

The Prescription Drug Benefits noted on Pages 23 and 39 will be changed to reflect the following:

Retail Pharmacy (30 day supply only):
The covered person pays: $10 per generic prescription
The covered person pays: $20 per preferred brand name prescription
The covered person pays: $30 per non-preferred brand name prescription

Mail-Order Pharmacy (90 day supply) (Maintenance Drugs Only):
The covered person pays: $10 per generic prescription
The covered person pays: $20 per preferred brand name prescription
The covered person pays: $30 per non-preferred brand name prescription

These co-payments are capped for the base twelve month period at the following annual limits: $300 for an individual enrollment; $600 for a two-person enrollment; and, $900 for a family enrollment.

The designation of whether a prescription drug is preferred or non-preferred will be made by the Plan's Prescription Benefit Manager (currently ProAct). This listing will be distributed at least once each Plan Year. Changes to the designation will only be made four times each Plan Year by the Prescription Benefit Manager, and will not be subject to the direction of the Plan Administration, Board of Directors, or Consultant. Should the Plan's Prescription Benefit Manager be changed in the future, any new formulary will reflect tier designations that are equivalent or more favorable as an entire list to the employees, and all conditions of this clause will be binding.

The prescription drug co-payments and caps will be indexed and subject to change in the following manner: prescription drug co-payments and annual co-payment limits will increase in whole dollar amounts (e.g. $11/$22/$33 and $330/$660/$990, followed by $12/$24/$36 and $360/$720/$1,080) every time the annual cumulative per capita prescription drug costs of the Rider 5 covered persons increase by 10% over the base period per capita costs (the first twelve months of Rider 5 participation).

Prescription costs for Rider 5 participants will be totaled at the end of each month for the immediately preceding twelve month period and divided by the number of Rider 5 persons; said per capita amount must be at least 10% higher than the base period amount for the initial increase in co-pays and caps to occur, then 20% higher than the base period amount for the second increase to occur, etc.

* The parties agree that Rider 5 can index only once during the life of this Agreement.

RIDER 6

The Co-Payments for the medical Benefits noted on Pages 18 through 25 will be changed to reflect the following:

All $10 co-payments referred to in the Benefit Summary Section will be changed to $15 with the exception of the Hospital Outpatient and Ambulatory Surgery Center Co-Payments which will be changed to $20.

All $75 facility co-payments referred to in the Benefit Summary Section will be changed to $100.

The $50 Emergency Room co-payment referred to in the Benefit Summary will be changed to $75.
NEW ARTICLE FOR CONSIDERATION:

CLASS COVERAGE ASSIGNMENTS:

Each secondary teacher (Grades 7-12) shall provide four (4) class coverages per year outside the regular teaching assignment to be assigned by the building principal or his/her designee. A rotational system identifying the order of teachers to be assigned and the availability of teachers on a period-by-period basis shall be developed by the administration to assure equitable period distribution of class coverage assignments.

Each teacher shall have the right to refuse an unpaid class coverage assignment on one (1) occasion during the year. Should all teachers available to cover a given period exercise their right to refuse, the first teacher asked to cover the class shall provide said coverage.

TERM OF AGREEMENT: Five (5) years

HEALTH INSURANCE: Twenty percent (20%) contribution toward health plan.

PAY FREEZE: Four (4) year pay freeze for years:
2011-12
2012-13
2013-14
2014-15

PAY INCREASE: One percent (1%) for year 2015-16