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AGREEMENT

between

MASSENA FEDERATION OF TEACHERS

and the

SUPERINTENDENT OF SCHOOLS

of the

MASSENA CENTRAL SCHOOL DISTRICT

JULY 1, 2007

TO

JUNE 30, 2011

RECEIVED

DEC 10 2008

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
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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
The District’s obligation shall be for four 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 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 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.
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.

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. 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.

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

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

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**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.

Unused emergency closing days over 182 school days shall be used as vacation days at the discretion of the Superintendent.
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 salaried 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).
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 therefore:

   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.
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) 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) 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) 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) 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) 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 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) 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 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.
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. It is understood that the District may change carriers provided there is no reduction or change in benefits.

A. Employees who serve more than five (5) years and retire from the District will be eligible for health insurance benefits. If the employee has served more than five (5) years, but less than, or up to ten (10) years the employee will contribute fifty (50) percent of the premium cost. If the employee has served more than ten (10) years, but less than, or up to fifteen (15) years the employee will contribute 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.

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 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 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.

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.

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.
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 five (5) school days.

H. Within 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.
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

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.
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

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.
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 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 will be assigned 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.

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

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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.
ARTICLE XXXVI — JOB-SHARING

*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.
   
   b. Each party may not have more instructional and supervisory duty time allotted combined than that of the original position.
   
   c. 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.
H. Fringe Benefits:

1. Sick Leave:
   
a. In the event that job-sharing is accomplished through a one-half (½) 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 (½) 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 in premiums 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 (½) 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 (½) 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 (½) 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.
ARTICLE XXXVII—DURATION OF AGREEMENT

The Agreement shall be in effect from July 1, 2007 to June 30, 2011. At any time subsequent to January 1, 2011, 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

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Signature

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## APPENDIX B

### EXTRA-CURRICULAR POSITIONS AND SCHEDULE

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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 ____________________________________________________
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.
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 closest 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:

By: _____________________________

Douglas W. Huntley
Superintendent of Schools

Dated: ___________________________

For the Association:

By: _____________________________

Gregory Paquin
MFT President

Dated: ___________________________