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Union: **Massena Building Administrators Association**

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COUNSEL

AGREEMENT

BETWEEN THE

MASSENA BUILDING ADMINISTRATORS' ASSOCIATION

AND THE

**SUPERINTENDENT OF SCHOOLS
OF THE MASSENA CENTRAL SCHOOLS**

JULY 1, 2005

TO

JUNE 30, 2008

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ARTICLE I – RECOGNITION

1.
 - a. The Board recognizes the Massena Building Administrators' Association, for the instructional unit including all Building Principals; Assistant Principals; Dean of Students; Director of Special Services; CSE Chairpersons; Director of Curriculum, Instruction & Assessment; Assistant Principal/Athletic Director; and the support staff administrators including the Director of School Lunch; Director of Operations; Director of Transportation; Director of Technology; Assistant Director of Technology; and excluding all other employees of the Massena Central Schools.
 - b. Any and all newly created or substantially altered existing positions listed in Section 1.a. above shall be automatically included in this recognition and shall be represented by the Association for the purpose of determining the terms and conditions of their employment upon creation or alteration of such position.
2. **RIGHT TO JOIN OR NOT JOIN.** It is further recognized that building administrators and directors, as identified in Article I, paragraph 1, have the right to join, or not to join the Association, but membership shall not be a prerequisite for employment or continuation of employment of any employee.
3. **RIGHTS OF MINORITIES AND INDIVIDUALS.** The legal rights inherent in the State School Code and in the rules and regulations of the Commissioner of Education affecting certified/contractual personnel are in no way abridged by this agreement.
4. The Board and the Association 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 cannot reduce, negotiate or delegate its legal responsibilities. The exercise of said rights, powers, and/or authority, by the Board, shall not be subject to the grievance procedure and/or arbitration.

ARTICLE II – PAYROLL DEDUCTION

1. Signed individual payroll deduction cards are to be submitted to the office of the Superintendent of Schools at least ten (10) days after the first pay day in October.
2. By September 1, the Massena Building Administrators' Association will provide a notarized statement certifying the amount of dues for a particular school year. The installments on dues will be deducted in equal amounts on six consecutive pay dates beginning with the first pay date in October.
3. Dues from building administrators/directs hired after the first week of school or building administrators/directors who are late enrollees or those who have no earnings in any pay period during which the pay deduction is made, will be handled by the Massena Building Administrators' Association.
4. Dues deducted by the Massena Central School System on each of the six pay days will be presented to the Treasurer of the Massena Building Administrators' Association within five (5) days of each pay day.

5. It is understood that the Massena Building Administrators' Association will save the Board of Education harmless against any and all claims of liability which may rise out of, or by reason of action taken or not taken by the Board of Education in compliance with membership dues, payroll deduction cards or certified lists of Massena Building Administrators' Association membership furnished by or through the Massena Building Administrators' Association to the Board of Education.

ARTICLE III – CURRICULUM, TEXTBOOK AND INSTRUCTIONAL MATERIALS

As part of their regular duties, administrators shall be involved in the formulation and implementation of curriculum and selection of textbooks and other instructional materials.

ARTICLE IV – LEAVES OF ABSENCE

1. Leave Credits
 - a. Each Administrator/Director shall be granted 16 days of leave each year with full pay.
 - b. Unused leave credits may accumulate to a maximum of 220 days.
 - c. An Administrator/Director who is first employed by the district for less than a full school year shall receive leave credits on a prorated basis.
2. Sickness
 - a. Personal Sickness – Administrator/Director leave for this purpose shall be deducted from leave credits. Absences due to job-related injury will not be deducted from the administrator's/director's leave credits. In this situation, the Administrator/Director will receive full salary and the district will receive the weekly compensation checks.
 - b. Family Sickness – Administrators/directors may utilize leave credits for serious illness in the immediate family. Such leave will be deducted from leave credits. The immediate family shall mean father, mother, spouse, children, brothers, or sisters or other members of the immediate household.
3. Bereavement Leave
 - a. Administrators/directors may take leave for death in the immediate family and such leave will be deducted from leave credits. Immediate family will be defined the same as in B.b. above.
 - b. Where there is another close relationship in the family, additional absences for this purpose may be taken with the approval of the Superintendent.
4. Personal Leave
 - a. A maximum of four (4) days may be utilized for personal leave upon approval of the Superintendent. Such leave will be deducted from leave credits.
 - b. At the sole discretion of the Superintendent, additional personal leave may be granted due to unusual circumstances. Such leave will be deducted from leave credits.
5. Religious Observance
 - a. Days utilized for this purpose will be deducted from leave credits.

6. Jury Duty and Court Appearances
 - a. Time utilized for jury duty will be granted without the loss of pay or deduction from leave credits.
 - b. The Administrator/Director shall reimburse the district all monies received for jury duty exclusive of expenses.
 - c. Leave will be granted without deduction from leave credits if an Administrator/Director is subpoenaed to testify in behalf of the district. Such leave will not apply in any instance where they are subpoenaed to testify against the district.
7. Child Care Leave
 - a. 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. Such disabilities shall be certified by the employee's physician and will be subject to consultation with the District's physician. Normal child care is not to be considered a disability.
 - b. Administrators/directors, upon request, shall be granted up to two (2) years of unpaid leave for child care purposes. Such purposes include adopting a child.

ARTICLE V – EMPLOYMENT YEAR/VACATIONS

1. Ten Month Administrators/Directors
 - a. The Administrator/Director will follow a work schedule consistent with the academic school calendar year. The following positions (if applicable) are ten month positions: Junior High School Dean of Students, CSE Chairperson.
2. Eleven Month Administrators/Directors
 - a. The Administrator/Director will follow a work schedule consistent with the academic school calendar year plus an additional twenty (20) days during the summer, to be coordinated with the immediate supervisor. The following positions (if applicable) are eleven month positions: Elementary School Principal, Director of School Lunch, and Director of Special Services.
3. Twelve Month Administrators/Directors
 - a. The Administrator/Director will follow a work schedule consistent with the support staff calendar year, with twenty (20) vacation days to be taken at any time with the approval of the immediate supervisor. Twelve month administrators/directors will coordinate summer vacation schedules with the Superintendent of Schools. The following positions (if applicable) are twelve month positions: High School Principal; High School Assistant Principal; Assistant Principal/Athletic Director; Junior High School Principal; Director of Curriculum, Instruction & Assessment; Director of Transportation, Director of Operations; Director of Technology; Assistant Director of Technology.

ARTICLE VI – SCHOOL CALENDAR

It is the policy of the Board of Education to submit a proposed school calendar to the Association for consultation before it is officially adopted.

ARTICLE VII – CONFERENCE ATTENDANCE

Upon approval of the Superintendent of Schools, each Administrator/Director will be entitled to attend the State or National conference of the Association of which he/she is a bona fide member or some other conference that he/she feels would be beneficial in the operation of his/her individual school/service with the Board of Education reimbursing said Administrator/Director for normal expenses involved with such attendance.

ARTICLE VIII – PERSONNEL HIRING

1. Building principals/directors shall be consulted regarding the hiring and transfer of employees, instructional and support, working within their buildings or area of responsibility.
 - a. The building principal/director shall be consulted in the hiring process and shall be involved in the supervision and evaluation of work performance of individuals, including those hired under federal programs.

ARTICLE IX – OTHER CONTRACTS

Because the building principals/directors supervise other instructional and support employees and are responsible of the daily operation of the district's schools and services, the Superintendent of Schools, on behalf of the Board of Education, will consult with a representative group of building administrators/directors (selected by the Administrative Association) as an ongoing process during negotiations with the other groups. The purpose of this process is to secure input from the building administrators/ directors so that negotiated contract terms will not interfere with efficient operation of the buildings/ services or hamper the educational climate.

Further, it shall be the practice of the Board of Education, as far as possible, not to bypass the authority of building principals/directors when making personnel assignments and decisions, which directly affect the operation of their building/service. Building principals/directors shall be informed regarding all personnel activities involving their building/service.

ARTICLE X – GRIEVANCE PROCEDURE

1. Definition
 - a. "Grievance" is a claim by a member or group of members based upon any event or condition affecting their salaries, welfare, and/or terms and conditions of employment, including but not limited to any claimed violation, misinterpretation, misapplication, or inequitable application of law, rules, or regulations having the force of law, this agreement, policies, rules, by-laws, regulations, directions, orders, work rules, procedures, practices, or customs of the board and Administrations during the terms of this agreement.

- b. "Chief Executive Officer" means the Superintendent of Schools.
- c. "Grievant" means any party named in a grievance who is an aggrieved party.
- d. "Party in Interest" means any party named in a grievance who is not the aggrieved party.
- e. "Hearing Officer" means any individual or board charged with the duty of rendering decisions at any stage of the grievance procedure.

2. Procedures

- a. Stage 1: Chief Executive Officer – Informal
 - i. A member having a grievance will discuss it with the Chief Executive Officer either directly or through a MBAA representative with the objective of resolving the matter informally. The Chief Executive Officer will confer with all parties in interest. If the member submits the grievance through a representative, the member may be present during the discussion of the grievance.
- b. Stage 2: Chief Executive Officer – Formal
 - i. If the grievance is not resolved informally, it may be reduced to writing and presented to the Chief Executive Officer. Within ten (10) school days after the written grievance is presented to him/her, the Chief Executive Officer shall, without any further consultation with the aggrieved party, or any party in interest, render a decision thereon, in writing, and present it to the grievant.
- c. Stage 3: Board of Education
 - i. If either the grievant or MBAA is not satisfied with the decision at Stage 2, an appeal may be filed in writing with the Board within ten (10) school days after the Chief Executive Officer has given notice of such decision and has presented such decision to the grievant.
 - ii. Within ten (10) school days after the receipt of an appeal, the Board or sub-committee thereof, shall hold a hearing on the grievance. The hearing shall be conducted in executive session.
 - iii. The hearing officer shall render a decision and notice of such decision and a copy thereof shall be given within ten (10) school days after the conclusion of the hearing. Notice of such decision and a copy thereof shall promptly be given to every party who has appealed such grievance to the Board of Education.
 - iv. The decision shall be final, except that the grievant or MBAA may submit any grievance concerning a claimed violation or misinterpretation of one of the provisions of this agreement to arbitration, pursuant to the following:
- d. Stage 4: Arbitration
 - i. After such a hearing, if either the grievant or MBAA is not satisfied with the decision of the Board rendered at Stage 3 with respect to a grievance concerning a claimed violation or misinterpretation of the provisions of this agreement, either of them may submit the grievance to arbitration by written notice to the Board given within fifteen (15) school days after the Board shall have given notice of its decision to the grievant and to MBAA.
 - ii. Within fifteen (15) days after such written notice of submission to arbitration, the Board and MBAA will agree upon a mutually acceptable arbitrator, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon

an arbitrator or to obtain such a commitment within the specified period, the arbitrator shall be selected in accordance with procedures established by the Public Employment Relations Board of the State of New York.

- iii. The arbitrator will hear the matter promptly and will issue his/her decision not later than fourteen (14) days after the date of the close of the hearing, or, if oral hearings have been waived, then from the date when the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issue.
- iv. The arbitrator shall limit his/her decision to the application and interpretation of this Agreement, and to any remedy, if appropriate, which is not inconsistent with this Agreement and is not contrary to law.
- v. The decision of the arbitrator shall be final and binding upon all parties.
- vi. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board and MBAA.

3. Rules of Procedure

- a. All grievances shall include the names and position of the grievant, the identity of the provision of law, this agreement, policies, etc. involved in said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events and conditions, if known to the grievant, and, a general statement of the nature of the grievance and the redress sought by the grievant.
- b. Except for informal decisions at Stage 1, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth reasons therefore. Each decision when rendered shall forthwith be transmitted to the grievant, the parties in interest, if any, and the President of the MBAA.
- c. If a grievance affects a group of members and appears to be associated with system-wide policies, it may be submitted by MBAA directly to Stage 3, described hereinabove.
- d. The preparation and processing of grievances, insofar as practicable, shall be conducted outside the hours of employment. All reasonable efforts will be made to avoid interruption of administrative duties and to avoid involvement of students in any phase of the grievance procedure.
- e. The Board and MBAA agree to facilitate any investigation, which may be required, and to make available any and all material and relevant documents, communications, and records concerning the grievance.
- f. Except as otherwise provided at Stage 1, the grievant and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against them and to call witnesses on their own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.
- g. No interference, coercion, restraint, discrimination, or reprisal of any kind will be taken by the Board or by any member of the Board or by any member of the administration against the grievant, any party in interest, any representative, or any other participant in the

grievance procedure, or any other person by reason of such grievance or participation therein.

- h. Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents may be developed and approved by both parties. The Chief Executive Officer will then have them duplicated and distributed as the parties agree so as to facilitate operation of the grievance procedure.
- i. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- j. Nothing contained herein will be construed as limiting the right of any member having a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance formally adjusted without intervention of MBAA, provided the adjustment is not inconsistent with the terms of this Agreement and MBAA has been given the opportunity to be present at such adjustment and to state its views on the grievance, or to be heard with respect thereto before such adjustment becomes final. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final; said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.
- k. The grievant may choose whomever he/she wishes to represent him/her at any stage, except that such representation may not be an official of a competing employee organization.
- l. The Chief Executive Officer shall be responsible for accumulating and maintaining an Official Grievance Record of each grievance which shall consist of the written grievance, all exhibits, transcripts, communications, minutes, and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Stage 1 and all written decisions at all stages. Official minutes will be kept by a party agreeable to both sides at all proceedings at Stages 2 and 3. A copy of such minutes will be made available to the grievant and MBAA and within one week after the conclusion of each hearing at Stages 2 and 3. Either party shall advise the appropriate hearing officer in writing of any errors in said minutes. Any such claim of error in the minutes shall become a part of the Official Grievance Record and the hearing officer shall indicate the determination made respecting such claimed error. The Official Grievance Record shall be available for inspection and copying by the grievant, MBAA, and the Board, but shall not be deemed a public record.
- m. The existence of the procedure hereby established shall not be deemed to require any administrator to pursue the remedies here provided. However, an election to pursue a matter to arbitration shall preclude pursuing other legal or appropriate remedies available in any other form.

4. Time Limits

- a. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party shall be extended only by mutual agreement.
- b. Every grievance will be deemed waived unless the grievance is presented in writing at the first stage within thirty (30) school days after the member knew or should have known of the act or condition on which the grievance is based.

- c. The time of any party to a grievance who is entitled to appeal from any decision rendered with respect thereto shall run from the date when notice is served on such party, regardless of whether such service is late or whether it has been duly served on any other party entitled to notice thereof.
- d. Failure at any stage of the grievance procedure to communicate a decision to the grievant, his/her representatives and MBAA within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time limit which would have been allotted had the decision been communicated by the final day.
- e. In the event a grievance is filed on or after June 1 in any year, efforts will be made by both parties to resolve the grievance before the end of the school term or as soon thereafter as possible.

ARTICLE XI – TAX SHELTERED ANNUITY

At the request of an Administrator/Director, the Board agrees to purchase annuities 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 employees in the agreement for the purpose of purchasing a nonforfeitable annuity contract or annuity account qualifying for purposes of section 403(b).

ARTICLE XII – HEALTH AND DENTAL INSURANCE BENEFITS

1. The District shall provide a Health Insurance Plan, which includes hospitalization, surgical and major medical benefits for all Massena Central School active and retired administrators/directors and their dependents. The benefits shall be as set forth in the St. Lawrence-Lewis BOCES Insurance Plan Document. 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 ten (10) years, the employee will contribute fifty (50) percent of the premium cost. If the employee has served ten (10) or more years, but less than fifteen (15) years, the employee will contribute at the rate active employees contribute toward the premium cost. If the employee has served fifteen (15) or more years, the District will pay 100 percent of the premium cost.
 - b. The spouse of a Administrator/Director 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. This provision will apply only if the spousal coverage is offered at no cost to the spouse.

- 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. Each unit member shall contribute ten percent (10%) of their health insurance premiums. In the fiscal year 2006-07 and 2007-08 the premium contribution increase maximum is \$200 per year.

2. Dental Insurance

- a. If an insured person, active or retired incurs eligible expenses for dental care or treatment, the Board of will pay the benefits described below:
 - i. Benefits – the total benefits payable for eligible expenses as described in any one separate part of the Schedule of Eligible Expenses incurred during any one calendar year will be equal to the amount of such eligible expenses.
 - 1. The maximum total benefits to be paid in any fiscal year (July 1 – June 30) will be \$25 for any individual dependent.
 - 2. The maximum total benefits for dependents of any one member of the MBAA for any fiscal year will be \$50.
 - ii. Eligible Expenses – Eligible expenses are the charges made for any dental care or treatment listed in the Schedule of Eligible Expenses, but not more than the maximum eligible charge listed in said schedule, provided they are not otherwise excluded under the Dental Expenses Limitations provision.

3. Prescriptions

- a. A total of \$75.00 per family unit (to be applied toward the purchase of prescription drugs) will be provided all active and retired administrators/directors.
- b. Claims for reimbursement of the \$75.00 will be submitted once a year, either
 - i. When the \$75.00 maximum limit has been reached, or
 - ii. June 15 (when maximum amount has or has not been reached).

ARTICLE XIII – LIFE INSURANCE/DEATH BENEFIT

The District will purchase and maintain \$50,000 in term life insurance on each active Administrator/Director.

The District will fund locally a death benefit for the survivor(s) of any Administrator/Director who dies while employed. Within 72 hours after the decease of a district Administrator/Director, the district will furnish to the beneficiary named by the Administrator/Director the sum of \$1,000, as part payment of a death benefit equal to 16% of the employee's annual salary. The difference between the \$1,000 immediate payment and the total benefit will be paid at the next regular pay day.

ARTICLE XIV – PERSONNEL FILES

- 1. A complete personnel file will be maintained in the Central Administration Building for each building Administrator/Director. 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.

2. An Administrator/Director shall have the right to inspect, copy, photocopy, or photograph the contents of his/her file at any time during business hours. He/she shall be entitled to have a personally selected representative accompany him/her during such review, cost to be paid by the individual.
3. A Principal/Director 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 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.
4. No derogatory memorandum, letter, or report of a complaint, shall be placed in the Administrator's/Director's file without the Administrator's/Director's knowledge and without affording the Administrator/Director an opportunity to make a written statement of defense or explanation to be attached thereto. Such statement or explanation must be made within thirty (30) days.
5. Before the record of any complaint by a parent, student, or teacher is placed in the Administrator's/Director's file, the superintendent will inform the Administrator/Director of the complaint and afford the Administrator/Director the opportunity to discuss the problem with the complainant. Any meeting with the complainant will be arranged by the Superintendent at a time agreeable to the complainant and the Administrator/Director.
6. Derogatory material not reduced to writing within ten (10) days of the occurrence of the incident(s) or within ten (10) days of the superintendent's becoming aware of the incident(s) may not later be placed in the file.
7. No material in the file shall be forwarded to any agency, organization, prospective employer, or other party without the express written consent of the Administrator/Director.
8. Any Administrator/Director shall be given the opportunity to have a representative of his/her choice present at any formal disciplinary proceedings.

(All time limit references shall be working days.)

ARTICLE XV – 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 requiring legislative action to permits 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.

ARTICLE XVI – 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 XVIII, "Period of Agreement".

ARTICLE XVII – SALARIES

Name	Position	Bldg.	# Months	2005-06	2006-07	2007-08
Allen, Michael	Assistant Director	Dis	12	\$47,831	\$49,744	\$51,734
Clough, Roger	Principal	JH	12	\$72,000	\$74,880	\$77,875
Fiske, Evelyn	Principal	MD	11	\$68,972	\$71,731	\$74,600
Frego, Arlis	Director	Dis	11	\$44,096	\$45,860	\$47,694
Gladding, Benny	Director	Dis	12	\$57,013	\$59,293	\$61,665
Jenne, Larry	Asst. Principal	HS	12	\$68,000	\$70,720	\$73,549
Lambert, Susan	Director	Dis	11	\$69,890	\$72,686	\$75,593
Leary, Judy	Director	Dis	12	\$85,771	\$89,202	\$92,770
McDevitt, Cathryn	Principal	HS	12	\$91,446	\$95,104	\$98,908
Norris, Richard	Dean of Students	JH	10	\$51,530	\$53,591	\$55,735
Oliver, Alan	Asst. Principal	HS	12	\$58,000	\$60,320	\$62,733
Richards, Duane	Principal	JF	11	\$68,972	\$71,731	\$74,600
Rowledge, Allen	Director	Dis	12	\$57,659	\$62,364	\$74,600
Scott, Kimberlie	Principal	NG	11	\$66,000	\$68,640	\$71,386
Stone, Jenna	Director	Dis	12	\$56,119	\$58,364	\$60,699
Zagobelny, Michelle	CSE Chair PT	Dis	10	\$32,596	\$33,900	\$35,255

ARTICLE XVIII – PERIOD OF AGREEMENT

This agreement shall be in effect from July 1, 2005 through June 30, 2008. Meetings between the parties for the intent of opening negotiations for a new agreement shall begin no later than January 15, 2008.

ARTICLE XIX – PRE-CONTRACT SETTLEMENT

If at 90 days beyond contract expiration there is no signed agreement, all members of this bargaining unit shall receive a salary increase of \$720.00 per annum. This \$720.00 will become part of each unit member's salary; it will not be a stipend. This process will continue annually until contract settlement is reached. At that time, salary adjustments should be made upward or downward according to the terms of the settlement.

ARTICLE XX – RETIREMENT INCENTIVE/LONGEVITY

1. In the first year of eligibility under the New York State Teachers' Retirement System, the unit member shall receive \$80 for each day of unused accumulated sick leave.
2. A longevity dollar amount will be added to the retirement incentive according to the following schedule. The column on the left represents the years of service in the Massena Central School District as a teacher and/or Administrator/Director. The column on the right represents the amount to be added to the retirement incentive described in paragraph 1. The longevity incentive

will begin at ten years of service to the Massena Central School district and increases in five-year increments.

Years of Service	Longevity Incentive
10	\$3,000
15	\$4,000
20	\$5,000
25	\$6,000
30	\$7,000

Examples:

1. Twelve years of service would receive \$3,000 longevity incentive plus the retirement incentive of \$80 multiplied by the number of accumulated sick leave days.
2. Eight years of service would receive no longevity incentive, but would receive the retirement incentive of \$80 multiplied by the number of accumulated sick leave.
3. The maximum number of days that can be reimbursed is 220.
4. The above amounts can be delayed upon agreement of both the Superintendent and Retiree to subsequent years.
5. The retirement incentive can be paid over a period of two years, if the retiree so chooses.
6. If a unit member has an emergency use of sick leave, a \$5,000 minimum incentive shall apply. A request must be made in writing at the time of retirement notice for this provision and must receive the approval of the Superintendent of Schools.
7. 403(b) Plan
 - a. No Case 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.
 - b. 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 compensations, 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:

1. For all members in the New York State Teachers' Retirement System ("TRS") with a membership date before June 17, 1971¹, 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

2. 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 Employee's 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 403(b) account. In no case shall the Employer Non-elective Contributions exceed the Contribution Limit of the Code.
- c. 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 agreement upon company is the NYSUT endorsed 403(b) provider, offered through ING Life Insurance and Annuity Company.
- d. 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.
- e. This clause 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 close as possible, to the original intent of the parties.
- f. This clause shall further be subject to the approval of the Provider, which shall review the clause solely as a matter of form and as the provider of investment products designed to meet the requirements of the Code.
- g. 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. 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.

IN WITNESS WHEREOF, the parties hereunto set their hands this _____ th day of _____, 2005.

**SUPERINTENDENT,
MASSENA CENTRAL
SCHOOL DISTRICT**

**PRESIDENT,
MASSENA BUILDING
ADMINSTRATORS' ASSOCIATION**

Date: _____

Date: _____