



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Massena Central School District and Massena Federation of Summer School Teachers (2004)**

Employer Name: **Massena Central School District**

Union: **Massena Federation of Summer School Teachers**

Local:

Effective Date: **07/01/04**

Expiration Date: **06/30/07**

PERB ID Number: **8149**

Unit Size: **27**

Number of Pages: **6**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

TAI
8149

AGREEMENT

Between

**MASSENA FEDERATION OF
SUMMER SCHOOL TEACHERS**

and the

SUPERINTENDENT OF SCHOOLS

of the

MASSENA CENTRAL SCHOOL DISTRICT

July 1, 2004 – June 30, 2007

RECEIVED

JAN 11 2005

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

ARTICLE I – RECOGNITION

The Massena Board of Education recognizes the Massena Federation of Summer School Teachers as the exclusive collective negotiation representative of summer school teachers in the Massena Central School District. The unit consists of full-time and part-time teachers and librarians. The parties agree to extend the period of unchallenged status for the maximum period authorized by law.

ARTICLE II – DISPUTE RESOLUTION

In an effort to resolve differences between the district and the unit membership, any contractual concerns are to be brought to the district, in writing, within five (5) school days of occurrence or knowledge of occurrence. If desired, the union president may serve as liaison between the member(s) and the district for the aforementioned notice. If the concerns are not resolved informally, then they shall be referred to the union and the district negotiating committees as soon as possible thereafter. Final resolution shall be reached no later than fifteen (15) school days after the concern was originally brought by the member(s).

ARTICLE III – LEAVE OF ABSENCE

There shall be a pool of ten (10) sick leave days available for use by all bargaining unit members each summer school session. If the ten (10) sick leave days are exhausted during any given summer school session, unit member(s) needing additional sick leave days shall pay the substitute at the established District per diem rate for summer school.

ARTICLE IV – SUBSTITUTES

- A. The Federation and the District agree to jointly establish a list of summer school substitutes.
- B. The District shall establish the per diem substitute rate and the member shall call in the substitute from the established list. In an emergency situation, or when the member has unsuccessfully exhausted the established list, the District shall assume responsibility for locating a substitute.

ARTICLE V – EDUCATIONAL DAY

- A. Unless changed through mutual agreement, the summer school work day shall be 4½ hours in length, except for driver education as referred to in section C below.
- B. The summer schedule shall consist of 29 days, except for driver education as referred to in section C below.
- C. The driver education schedule may begin as early as July 1. New York State requirements for driver education class time and driving time will determine the daily schedule and number of days. In general, driver education will not begin before 6:00 a.m. and will not end after 12:00 p.m. each day, unless changed by mutual consent.

As an example, a 16-student driver education class could be 5½ hours in length for 24 days. Additionally in this example, there would be 2½ hours of student makeup time included through the summer.

ARTICLE VI – SALARY

Step	2004	2005	2006
1	\$4,100	\$4,050	\$4,000
2	\$4,210	\$4,200	\$4,175
3	\$4,320	\$4,350	\$4,345
4	\$4,430	\$4,500	\$4,520
5	\$4,540	\$4,650	\$4,690
6	\$4,650	\$4,800	\$4,865
7	\$4,760	\$4,950	\$5,040

**In 2004, members will not move up one step, but will be paid at the same step as in 2003.*

- A. All full-time junior and senior high summer school teachers shall be paid by the above salary schedule.
- B. Driver education teachers having up to 12 students will be paid at 85% of the above salary schedule.
- C. Driver education teachers having 13-16 students will be paid by the above salary schedule.
- D. Driver education teachers having 17-20 students will be paid at 120% of the above salary schedule.
- E. A junior high school teacher who teaches one (1) summer school class will receive 33% of the appropriate salary from the above schedule. This teacher's responsibility will be for this class only.
- F. A junior high teacher who teaches two (2) consecutive summer school classes will receive 66% of the appropriate salary from the above schedule. This teacher's responsibility will be for these two classes only.
- G. A high school teacher who teaches one (1) summer school course is required to be present during the half-hour of student work time between high school classes, and will receive 55% of the appropriate salary from the above schedule. This teacher's work day is 2½ hours in length.
- H. Any teacher who teaches a first period high school class followed by a third period junior high class will be given a ½ hour duty to make a full 4½ hour work day and will receive 100% of the appropriate salary from the schedule above.
- I. Any teacher who teaches a first period junior high class and a second period high school class will be given a ¾ hour duty to make a full 4½ hour work day. This teacher will also work with students during the half-hour of student work time between high school classes, and will be paid at 100% of the appropriate salary from the schedule above.
- J. Any individual hired by the district to work with students in Independent Study will be paid according to the district's current tutoring rate(s).

ARTICLE VII – DUAL COURSES

When, by mutual consent, a unit member teaches two courses simultaneously, he/she shall be paid an additional stipend of \$400. Different levels of the same course are not eligible for this stipend, nor does this clause apply to the Reading program, Special Education classes, or classes of a similar nature. (See Appendix A)

ARTICLE VIII – DAILY SCHEDULE CHANGE

In the event that the daily schedule for members of this unit is reviewed for change, affected articles of this contract must be appropriately negotiated and ratified by the membership.

ARTICLE IX – PERIOD OF AGREEMENT

This agreement shall be in effect from July 1, 2004 to June 30, 2007. In witness whereof, the parties have hereunto set their hands this _____ day of _____.

Massena Federation of Summer School Teachers

Date

This agreement shall be in effect from July 1, 2004 to June 30, 2006. In witness whereof, the parties have hereunto set their hands this _____ day of _____.

Superintendent of School

Date

APPENDIX A

Use this form to indicate agreement to teach two courses simultaneously and to be paid the stipend as indicated in Article VII. In order for this form to be valid, it must be signed and dated by the teacher of the two courses, the Superintendent of Schools, and the Federation President or his/her designee. This form must be completed prior to the beginning of the summer session.

First Course Title _____

Anticipated Number _____

Second Course Title _____

Anticipated Number _____

Teacher Name _____

Class Period _____

Signature of Teacher

Date

Signature of Superintendent of Schools

Date

Signature of Federation President or Designee

Date

