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#### Contract Database Metadata Elements

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**AGREEMENT**

**BETWEEN**

**CATO-MERIDIAN CENTRAL SCHOOL DISTRICT**

**AND**

**THE CATO-MERIDIAN TEACHERS' ASSOCIATION**

**FOR THE**

**2008-12**

**SCHOOL YEARS**

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## ARTICLE I

### CONDITIONS AND SCOPE OF AGREEMENT

#### **Section 1.**

The Board of Education of Cato-Meridian Central School District, hereinafter known as the employer, pursuant to the laws of the State of New York and the rules and regulations of the Commissioner of Education, and the rules, regulations, and policies of the employer, are to be adhered to for the accomplishment of this purpose, hereby agrees to recognize the Cato-Meridian Teachers' Association in carrying out negotiations pertaining to rates of pay, wages, hours of employment, and other terms and conditions of employment as the exclusive official negotiating agent for all certified personnel, including long term (regular) substitutes who are employed for a period of a semester or more. Excluded from the negotiating unit are the chief school administrator, building principals, assistant building principals, curriculum coordinators, director of instruction, directors and supervisory personnel, requiring certification as a school administrator and supervisor. Also excluded are casual, temporary and substitute persons not specifically included above. This recognition shall continue in effect as long as more than fifty (50%) percent of the certified personnel continues to designate the Association as its bargaining agent, pursuant to Article 14, Section 208 of the Civil Service Law.

#### **Section 2.**

The parties agree that, during the period of negotiation, and prior to reaching an agreement, the proceedings of the negotiations shall not be released unless such issuance has the prior approval of both parties except and unless a state of impasse prevails.

## ARTICLE II

### **DECLARATION OF PLEDGE OF NO STRIKE POLICY**

In consideration of recognition by the employer of the Association as the sole and exclusive bargaining representative of certified personnel, the Association does hereby affirm the policy that it does not assert the right to strike against the school system, nor will it assist or participate in any such strike by employees, nor will it impose any obligation of said employees to conduct, assist, or participate in a strike.

## ARTICLE III

### GRIEVANCE PROCEDURE

The purpose of this procedure is to provide an orderly and expeditious method for the settlement of a grievance. A grievance is a complaint by an employee(s) of an alleged violation of any of the terms and conditions of this agreement. A grievance must be presented within fifteen (15) school days of the date of occurrence of the event over which a grievance is made, and be processed in accordance with the following steps, time limits, and conditions;

Step 1 (a). The grievant shall first take up his grievance orally with his immediate supervisor, and if requested by the grievant, a designated member of the Association shall be given an opportunity to be present.

Step 1 (b). If not settled by conference with the immediate supervisor, the grievant may at his election, within two (2) school days after said conference, take up the grievance orally with the Superintendent of Schools or his designated representative, at which conference, if requested by the grievant, a member of the Association shall be given an opportunity to be present.

Step 2. If the grievance is not settled at Step 1, the grievant may, within fifteen (15) school days of the date of occurrence of the event over which grievance is made, reduce the same to writing and deliver to the Superintendent of Schools who shall within three (3) school days after receipt give his written answer.

Step 3. If the grievance is not settled by the Superintendent of Schools written answer, the grievant, through the Association only, may appeal by giving written notice of such appeal to the Superintendent of Schools or his designated representative who shall discuss the matter with the grievant and a representative of the Association's Grievance Committee within ten (10) school days of receipt of the notice of appeal.

The Superintendent of Schools or his designated representative shall give his written answer to the grievant and a representative of the Association's Grievance Committee within five (5) school days after the close of the discussion.

Step 4. If the grievance is not settled by the written answer of the Superintendent of Schools or his representative, the grievance may be submitted to arbitration. The parties shall then with reasonable promptness agree to the selection of an arbitrator from a list of arbitrators submitted by the Cornell Arbitration and Mediation Service. In the event that Cornell Arbitration and Mediation Service no longer provides services in the processing of arbitrations, the parties will utilize the American Arbitration Association (AAA).

## **GRIEVANCE PROCEDURE (Cont'd.)**

Recommendations of the advisory arbitrator shall be presented in writing by the advisory arbitrator to the Board of Education at a regular or special meeting of the Board of Education. The Board shall consider the recommendation and render a written decision to the grievant within thirty (30) calendar days after the hearing.

The advisory arbitrator shall have no power or authority to add to, subtract from, modify, change, or alter any of the provisions of this agreement.

Fees and expenses of the advisory arbitrator shall be borne equally by the parties.

If the District or any designated representative thereof fails at any Step to hold a conference or give an answer within the time limits provided, the grievant at his election, may advance to the next step in this procedure.

Nothing in this Grievance Procedure shall prevent a grievant on his own volition from withdrawing a grievance at any stage of the procedure or discussing the matter informally with the appropriate member of the administration, provided that the grievance informally adjusted is not inconsistent with the terms of this procedure; such adjustments shall not be considered to be a rule of precedent.

Written notice of withdrawal of a grievance shall be submitted to the Superintendent of Schools.



## ARTICLE IV

### ASSOCIATION ACTIVITIES

#### **Section 1.**

The Association will be permitted the privilege of using the school buildings, without cost, at reasonable times, for meetings. Requests for approval to use building(s) shall be submitted to the building principal(s) responsible for the facilities involved. A request for use of building(s) shall be submitted within a reasonable time prior to the scheduled event.

#### **Section 2.**

Faculty bulletin boards in each school (elementary, middle and high school) may be used by the Association for posting of notices and other professional information of interest to its membership. Distribution of circulars and mail items prepared and/or originated by the Association and the posting of Association notices shall be responsibilities of the Association. Use of office personnel and supplies such as paper, stationery, postage and envelopes shall not be used or assigned for Association purposes without written consent of the Superintendent of Schools.

## ARTICLE V

### PROFESSIONAL CONFERENCES

#### **Section 1.**

Leave to attend conferences related to the teacher's instructional field or other assigned educational responsibilities may be granted on application on the form provided by the District Office. Such application should be made at least thirty (30) days prior to the date of the conference when possible.

#### **Section 2.**

This does not apply to workshops, conferences, etc., which teachers are invited to attend by the administration and/or the Board of Education.

#### **Section 3.**

Factors to be considered by the administrator and the Board of Education in approving attendance at such conferences shall include:

1. Relationship of conference program to teacher's assigned duties.
2. Benefits to the pupils, to the teacher, and to the school system.
3. Membership in the organization unless reason for non-membership is approved.
4. Participants in the conference will be given priority on the basis of administrative assessments of the importance of the participation.

#### **Section 4.**

A report on the conference shall be submitted to the District Office within fifteen (15) days after returning. Such report shall include important ideas and information prepared in a format which can be easily typed and reproduced for dissemination to interested parties.

#### **Section 5.**

Approved expenses for approved attendance will be paid by the school district upon submission of appropriate claim forms and supporting bills and receipts.

## ARTICLE VI

### PROFESSIONAL ADVANCEMENT

#### **Section 1.**

The Board of Education and the Teachers' Association are making every effort to encourage all members of the professional teaching and administrative staff to strive for continued self improvement through travel and formal courses of study.

#### **Section 2.**

The Board and the Association recognize that it is the professional obligation of each teacher to continue self-improvement through participation in instruction pertinent to his position.

#### **Section 3.**

The Board and the Association agree that it shall be the responsibility of each teacher to enroll in and successfully complete a college or university level course every five (5) years. This obligation can be fulfilled by substituting, with the approval of the Board, travel or a Board of Education approved in-service course. Commencing on July 1, 1986, each teacher will, during each five (5) year period of employment file a statement setting forth the method in which he or she has complied with this section.

#### **Section 4.**

The Board and the Association agree that a representative group comprised of Association members and administrators actively participate in planning and holding appropriate in-service courses, projects for curriculum development, projects for assisting teachers in working with children with handicapping conditions, and/or graduate level course work workshops during the year. Effective July 1, 2008, members of the negotiating unit who participate in approved curriculum development projects conducted during July and August will be compensated at a rate of \$155.00 per day based on a six (6) hour day. Effective July 1, 2009, the rate shall be \$160.00. Effective July 1, 2010, the rate shall be \$165.00. Effective July 1, 2011, the rate shall be \$170.00. Any such work done other than a six (6) hour day shall receive a prorated hourly rate of the daily per diem rate.

#### **Section 5.**

Teacher recruitment and hiring is an integral part of the function of an effective school district. Recruitment and hiring of effective teachers is in the best interests of the students, the District, the Association and the community.

## **ARTICLE VI (Cont'd.)**

At any time that there is a teacher selection committee, the Association shall have the right to appoint at least one bargaining unit member to that committee.

### **Section 6.**

The Board and the Association recognize that achieving National Board Certification is an accomplishment that will benefit the District, and that any bargaining unit member who attains National Board Certification shall receive aid from the District to offset any costs associated from gaining said certification. This shall include a payment of one thousand five hundred dollars (\$1,500) to help defray the costs associated with an application, and up to five days of leave not to be deducted from the bargaining unit member's leave time. Should the bargaining unit member receive assistance from the New York State Al Shanker National Board Certification program, the monetary assistance provided by the District shall be waived.

## **ARTICLE VII**

### **TEACHER AIDES**

#### **Section 1.**

Any contemplated modifications of the adopted Teacher Aide Handbook will be sent to a joint Association-Administrative Staff Committee for review and recommendations before any modification is adopted by the Board.

#### **Section 2.**

The District shall make available a Teacher Aide Handbook in the Teachers' Room in each building and the principals' offices.

## ARTICLE VIII

### ABSENCE FROM DUTY

#### **Section 1. Sick Leave**

Sick leave shall be granted at the rate of ten (10) working days per year for those employed on a ten month basis and granted at a rate of twelve (12) days per year to those employed on a twelve month basis, accumulative to 190 days plus the current year. This leave shall be granted for personal illness.

#### **Section 2. Personal Leave**

1. Each teacher may have up to three (3) days of paid personal leave.
2. This personal leave is to be used for matters which cannot be scheduled outside of regular school hours.
3. Personal leave shall be allowed without salary deduction for the following reasons:
  - a. Family, blood relatives of teacher and spouse (e.g. sickness, graduation, confirmation, ordination, other special school, college or church observances).
  - b. Business (e.g. internal revenue, state income tax bureau, real estate, banking, legal).
  - c. Funerals (outside of present allowable). This would cover the funeral of a neighbor or other non-relative who is very close to the teacher.
  - d. Emergencies
4. Personal leave is leave which shall be available to staff for the conduct of personal business which cannot be conducted outside of normal school hours. Such leave shall not be used for social and recreational purposes, or to extend a vacation or holiday period, or for litigation against the school district, its employees or the Board of Education, or for conducting activities on behalf of the Association, its affiliates or any other organization. In consideration of the above stipulations, no specific reasons need be given when requesting personal leave for two (2) of the three personal days. However, an employee must have a reason which conforms to the above provisions.
5. Requests for personal leave shall be made on special personal absence forms and be subject to prior approval by the Building Principal and/or the Superintendent. If possible, request shall be made at least two (2) days in advance. Exception to the prior approval requirement shall be made where prior approval is not possible.

## **ARTICLE VIII (Cont'd.)**

6. Leaves taken pursuant to Section 2. will be in addition to any sick leave to which the teacher is entitled. Unused personal days will accumulate as additional sick leave to a maximum of thirty (30) days.

7. In the event a teacher has used all of his or her personal days and thereafter, has a need for one (1) additional personal leave day for religious observance, that teacher may apply to the Superintendent of Schools and the Superintendent will grant the day except for good cause shown.

### **Section 3. Illness and/or Death In the Family**

3.1 Full time teachers will be allowed up to four (4) days of absence without loss of pay on account of each death in the immediate family. This is not accumulative.

3.2 For purposes of death in the immediate family the term immediate family shall be defined as parent, including foster or step-parent, parents-in-law, spouse, children, brother or sister, brother or sister-in-law or other persons residing in household.

3.3 Full time teachers will be allowed up to three (3) days of absence without loss of pay on account of each death of the following: grandparents, grandparents-in-law, aunts, uncles, nieces or nephews.

3.4 Full time teachers will be allowed up to eight (8) days of absence, without loss of pay, per school year in the event of illness in the immediate family. These absences will be deductible from accumulated personal sick leave. This is not accumulative.

3.5 For purposes of illness in the immediate family immediate family shall be defined as parent, including foster or step-parent, spouse, children, or other relative who is a member of the employee's household.

3.6 A medical certificate, verifying the illness in the family, necessitating the teacher's absence, may be required at the discretion of the Chief School Administrator.

## **ARTICLE VIII (Cont'd.)**

### **Section 4. Leave Without Pay**

A teacher may apply to the Superintendent of Schools for a leave day without pay. The Superintendent may approve or deny the leave day. In deciding whether to approve or deny the leave day, the Superintendent of Schools will consider among other factors the following: (1) attendance of the teacher, (2) ability to obtain a suitable substitute teacher, (3) educational needs of the students, (4) continuity of educational program, and (5) personal needs of the teacher. Upon request, the Superintendent of Schools will provide a statement in writing setting forth the reasons when an application for a leave day without pay is denied by the Superintendent and/or Board of Education. In the event the Superintendent denies the leave day, the teacher, if he or she disagrees with the decision, may submit a request for a review of the disapproval to the Superintendent.

The Superintendent will present the request for review to the Board of Education together with a recommendation for approval or disapproval of the leave day.

The Board of Education will in its sole discretion approve or deny the leave day. No more than one (1) leave day may be granted to each teacher each school year.

### **Section 5.**

It is agreed that the administration shall make every effort to secure a substitute as soon as possible after notification of absence. Notice to the building principal will be given as soon as possible before absence so the principal may obtain a substitute. The principal shall be contacted the evening before absence, if possible.

### **Section 6. Sick Day Bank**

A Sick Day Bank will be established in this school district under the following conditions:

6.1 All contributions will be voluntary.

6.2 Any professional employee in the negotiating unit whose position requires a teaching certificate is eligible to participate.

6.3 The sick day bank may only be used for involuntary disabilities or illnesses. Involuntary illness or disability shall be further defined as a period during which a person is recuperating from an injury or a prolonged serious illness. An employee who has a disability covered by the provisions of the Workers' Compensation Law shall not be entitled to use the sick day bank.



## **ARTICLE VIII (Cont'd.)**

6.4 Each employee enrolling in the bank will donate one day of his sick leave to the bank each year until there is a maximum of 130 days. No more days will be added, except by new membership, until the bank is depleted to 60 days. "New Membership" shall mean employees newly employed in the District, as well as experienced employees in the District who have not chosen to contribute to the Sick Day Bank, but later choose to do so.

6.5 A person withdrawing from the bank will not be able to withdraw the contributed days.

6.6 The first 20 days of illness or disability will not be covered by the bank but must be covered by that person's own accumulated sick leave or absence without pay.

6.7 A person will not be able to withdraw days from the bank unless he or she is a member of the bank and until his or her own sick leave is depleted. Days withdrawn from the sick day bank shall be withdrawn on a day contributed for a day withdrawn basis and an employee will be entitled to one day's pay for each day withdrawn.

6.8 A maximum of 40 days may be drawn by each individual member from the bank each year during the life of the agreement.

6.9 A maximum of 100 days each school year may be drawn by all individuals.

6.10 Persons withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member of the bank.

6.11 The Cato-Meridian Teachers Association will administer this bank and supervise its operation under the procedures to be worked out between the CMTA and the Board of Education.

6.12 By October 15 of each year, the names of contributing members to the Sick Day Bank will be given to the District Office.

6.13 The provisions of this section shall become effective on July 1, 1990.

## **ARTICLE IX**

### **TAX SHELTERED ANNUITY**

#### **Section 1.**

The Board shall authorize the purchase of tax sheltered annuities by all personnel covered under this agreement who desire this service. It is understood that this provision shall be subject to the following regulations:

#### **Section 2.**

Applications may be received at any time during the school year and will be processed as soon as possible.

#### **Section 3.**

Each employee desiring this service may purchase the annuity from the company of his choice if company selected agrees to the provisions of this section.

#### **Section 4.**

Companies selected by employees shall agree to provide the business office with proof that the employee has purchased an annuity.

#### **Section 5.**

Companies selected by employees shall agree that the amount of the annuity deduction for each payroll shall be an amount expressed in even dollars only.

#### **Section 6.**

Companies selected by employees shall agree to pay necessary expenses incurred by the school district in implementing the portion of this program attributable to the companies' business.

## ARTICLE X

### HOURS AND CONDITIONS OF EMPLOYMENT

#### **Section 1.**

The Board of Education recognizes that a teacher's responsibility to his/her students and his profession require performance of duties and expenditure of time beyond the regular work day. The Board also recognizes that in the school structure it is necessary that time and work schedules be established applicable to teachers and other professional persons in the course of their employment. The following conditions of employment pertain to Cato-Meridian Central School.

#### **Section 2.**

The teacher workday shall be 7 hours and 20 minutes. Within these hours, except for scheduled meetings and emergency situations, teachers in the High School and Middle School shall arrive at least 5 minutes before the start of the student day and leave at least 40 minutes following the pupil class day; Elementary teachers shall arrive at least 35 minutes prior to the start of the student day and remain at least five minutes following the end of the student day. Building Principals may excuse teachers from this schedule for valid reasons.

The District may modify the schedule to meet changing needs provided that the workday continues to be 7 hours and 20 minutes and the student day continues as above.

#### **Section 3.**

The Elementary School teachers, Middle School teachers, and High School teachers, and other certified personnel performing duties in the Elementary School, Middle School, and High School will have a duty free lunch period of one half (1/2) hour, as nearly as possible to noon.

#### **Section 4.**

Teachers who must travel from building to building to teach classes have an undue hardship upon them. They must be responsible for two working areas and the transfer of materials back and forth. This is not only extremely inconvenient but results in a tremendous loss of time.

Teachers so affected shall be compensated by a reasonable period of duty free time of at least thirty minutes per traveling day, in addition to their duty free lunch period.

**ARTICLE XI**

**PAYROLL DEDUCTIONS**

**Section 1. Dues Deduction.**

Dues deductions for local, state, and national professional organizations namely, the Cato-Meridian Teachers Association, New York State United Teachers, and American Federation of Teachers, National Education Association, AFL-CIO, shall be made from twenty consecutive checks, beginning with the first paycheck in October.

**Section 2.**

The "dues deduction" from each of the twenty checks shall be a single amount as indicated by the teacher on a "Dues Deduction Authorization Form" to be submitted to the business office at least ten (10) working days prior to the first scheduled pay date in October.

**Section 3.**

The "Dues Deduction Authorization Form" must be prepared by each teacher desiring dues deduction. The dues deduction authorizations will continue in effect until modified or revoked in writing. It shall be in the following form:

**DUES DEDUCTION AUTHORIZATION**

Name \_\_\_\_\_ School Year \_\_\_\_\_  
(please print) Last First Middle

I hereby authorize my employer, Cato-Meridian Central School, to deduct \$ \_\_\_\_\_ from each of twenty consecutive paychecks beginning with my first paycheck in October.

This authorization covers my professional dues for local, state and national association. I further authorize this deduction to be transmitted to the Cato-Meridian Teachers Association for further disposition as directed by me.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

**Section 4. Credit Union Deduction.**

Payroll deduction for the Cayuga County School District Employees Federal Credit Union shall be available to members of the negotiating unit.

## **ARTICLE XI (Cont'd.)**

### **Section 5. Benefit Trust**

The District agrees that upon receipt of a properly signed payroll deduction authorization form, to deduct the amount so specified for deduction to the NYSUT Benefit Trust.

Procedures to be established by mutual agreement of the parties.

### **Section 6. Vote/COPE Deduction**

The District agrees to deduct from the salary of members of the negotiating unit an amount of money that said members individually and voluntarily authorize the District to deduct, and transmit such monies promptly to NYSUT VOTE/COPE. Any deduction shall be authorized in writing by a uniform card or form furnished by the District.

The Association and the individual employees covered by this agreement hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers, agents and employees from any liability therefore. The Association agrees to indemnify and hold the District, its officers, agents and employees harmless from any liability or loss, including reasonable attorney's fees, incurred as a result of the deduction of monies from paychecks of members of the negotiating unit.

## **ARTICLE XII**

### **CLASS SIZE**

#### **Section 1.**

The Board of Education recognizes that the following are practical maximums which they will strive not to exceed:

- a. No Kindergarten class should exceed 23 pupils.
- b. 1st and 2nd grades - classes should not exceed 25 pupils.
- c. 3rd - 5th grades - classes should not exceed 27 pupils.
- d. No subject class in Middle School or High School should exceed 28 pupils.
- e. Physical Education classes should not exceed 40 pupils.
- f. In rooms with specific equipment - business, shops, science labs, etc., the number of pupils assigned to such rooms should not exceed the number specified in state recommendations.

#### **Section 2.**

The Board of Education and Teachers' Association further recognize that the above class sizes do not apply to exceptional students (gifted and slow learners). Every effort will be made to keep these classes somewhat lower in size.

The parties recognize that the above class sizes are general guidelines only and are not to be construed as contractual restrictions against larger class sizes.

#### **Section 3.**

Whenever the Association becomes concerned about the effect of class sizes upon the working conditions of any of its members it may, if it so desires, call for a study committee under Article XV of this agreement.

## ARTICLE XIII

### TEACHER ASSIGNMENTS

#### **Section 1.**

Each teacher at the secondary level will be assigned no more than 140 students for grading purposes. Each teacher at the secondary level (grades 7-12) shall not be expected to develop more than two different subject matter areas (e.g. mathematics and science) unless the teacher consents.

#### **Section 2.**

The Board and the Association recognize that there may be unforeseen instances or special circumstances when the above limitations may necessarily have to be exceeded.

#### **Section 3.**

The number of classes per day that a secondary level teacher may be assigned will not exceed one less than the total number of periods in a school day, except upon the request of a teacher.

Subject to the conditions in Section 2, the District further recognizes that providing adequate preparation time to secondary teachers may require a limitation on the number of teaching assignments. Under such circumstances, the goal of the District is to provide a schedule of five (5) classes and one (1) assignment or six (6) classes and no assignments, where feasible.

#### **Section 4.**

Unless a teacher has fewer than five classes, he/she will be assigned no more than one study hall per day unless he/she consents.

#### **Section 5.**

Each teacher in grades K-12 shall be assigned at least one duty-free preparation period of approximately forty (40) minutes each day.

#### **Section 6.**

It is understood, however, that emergency situations may arise which will warrant temporary deviations from this policy (e.g. teachers leaving school during the day because of illness, weather conditions, emergency dismissals, etc.)

## ARTICLE XIV

### EVALUATION PROCEDURES

#### **Section 1. - Evaluation Responsibility**

- 1.1 Evaluation of teachers will be done only by NYS certified school administrators.
- 1.2 Evaluation of the Annual Professional Performance Review process will be done annually by the Superintendent and representatives from the Association.
- 1.3 A written reply to an evaluation may be made by a teacher within seven (7) working days and will become a part of that teacher's permanent record.

#### **Section 2. - Individual Professional Growth Plan**

- 2.1 Each tenured teacher will develop an annual Individual Professional Growth Plan. Support for preparation of Individual Professional Growth Plans will be provided by the Association and District staff developers trained to facilitate goal setting and action planning.
- 2.2 Each tenured teacher will meet with a peer to seek feedback on the plan prior to October 1.
- 2.3 Each tenured teacher will meet with the evaluating administrator to clarify, refine, and discuss strategies for supporting the plan prior to October 15.
- 2.4 Each tenured teacher will carry out the Individual Professional Growth plan provisions described for the year.
- 2.5 Each tenured teacher will prepare an annual self-assessment report upon completion of the Individual Professional Growth Plan.
- 2.6 Each tenured teacher will meet with the evaluating administrator to review the self-assessment report. This meeting will occur after May 15 and before the last day of school, except by mutual agreement between the teacher and the administrator. The administrator will co-sign the report with the teacher. The administrator may attach narrative comments to the report, in which case the teacher will have an opportunity to respond in writing before the report is filed in the personnel file.

#### **Section 3. - Probationary Teachers**

- 3.1 Each probationary teacher will be formally observed by the evaluating administrator at least once in each of the first three ten-week blocks of the instructional year.



## **ARTICLE XIV (Cont'd.)**

3.2 A formal observation includes a conference preceding the performance observation by no more than five school days and a post observation conference normally within five school days. The teacher and the administrator will separately prepare written evaluations of the performance observation prior to the post observation conference. The two written evaluations with additional administrator and teacher comments from the post conference will form the official record of the formal observation for the personnel file.

### **Section 4. - Teaching Improvement Plan (TIP)**

4.1 The evaluating administrator will identify when a teacher's professional practice does not reach performance standards acceptable in the Cato-Meridian School District.

4.2 Each probationary or tenured teacher whose professional practice is identified by an evaluating administrator to be in need of improvement will be notified in writing of a teacher-administrator conference to discuss and implement corrective actions.

4.3 Successful implementation of effective corrective actions, identified within one month from initial notification, will return the teacher to the regular supervision process.

4.4 Unsuccessful corrective actions, identified within one month of the initial notification, will establish the need for a Teaching Improvement Plan.

4.5 Development of a Teaching Improvement Plan will be done at the direction of the evaluating administrator in collaboration with the teacher and a representative designated by the Association President. The TIP will include specific measurable goals, actions designed to attain them, evaluation criteria, and an implementation timeline.

4.6 A Teaching Improvement Plan is implemented only when professional practice has career threatening flaws. Intervention within a TIP will be frequent and intensive to improve the practice as quickly and completely as possible. The district and the Association will exercise all resources toward successful completion of a TIP. Unsuccessful results from this process could lead to termination of a teaching appointment.

## ARTICLE XV

### **BOARD - ASSOCIATION RELATIONSHIPS**

#### **Section 1.**

When a matter of concern to the Association makes Board of Education consideration desirable, a properly designated committee of Association members shall confer with the Superintendent of Schools or, in his absence, his duly authorized representative, and shall present the matter to him, with a written request that representatives of the Board and the Superintendent of Schools meet with the Association committee to study the problem or problems. If, after study, the group composed of Association members, Board of Education representatives and the Superintendent of Schools, feels that it is desirable to present recommendations to the Board of Education, the Superintendent of Schools shall arrange for such a meeting with the Board of Education.

**ARTICLE XVI**  
**TEACHER RIGHTS**

**Section 1. Access to Information**

The Board agrees that the Association shall be informed of actions of the Board of Education which pertain to the Association. This information shall be made available in bulletins from the District Office.

The Board agrees to place one copy of the Board Policy Manual in each faculty room and to issue one copy to the President of the Association.

**Section 2. Vacancies**

When the Superintendent of Schools becomes aware of a professional vacancy, within the school district, he shall make same known to the faculty by providing a copy of the minutes of the Board of Education to the Association. Teachers who wish to apply for the vacancy must apply to the Superintendent of Schools within ten (10) days of the notification. The teacher must notify the Superintendent of Schools in writing (within the time limit) of his or her intention to apply for the vacancy.

Any teacher at any time who wishes to change positions within the Cato-Meridian School District should make the same known in writing to the Superintendent of Schools. If a vacancy occurs which approximates the change that a teacher has indicated, the Superintendent of Schools shall make the teacher aware of that vacancy.

**Section 3.**

No member of the negotiating unit shall be involuntarily transferred without first having a meeting with his/her supervisor. Such meetings will be held to discuss the reason(s) for the transfer.

**Section 4. Due Process for Probationary Teachers**

a. If a probationary teacher is recommended for dismissal, then such dismissal shall be in accordance with provisions of the Education Law.

b. Said teacher, at his/her request, shall be granted an opportunity to appear, within fifteen (15) school days of the request, with a representative before a committee of at least four (4) members of the Board of Education for the purpose of presenting his/her case. Failure of the Board of Education to comply with the procedures of this paragraph shall be subject to the Grievance Procedure.

c. The decision of the Board of Education shall be final and binding. The dismissal of a probationary teacher shall not be subject to the Grievance Procedure.

**ARTICLE XVII**  
**Athletic Extra Pay Schedule**

All monetary items in this section will be increased by the following: 2008-09 – 0%;  
2009-10 – 3%; 2010-11 – 3%; 2011-12 – 3%.

**Effective July 1, 2008 - June 30, 2009**

Section 1.

<u>Sport</u>	<u>Step 1</u> <u>0-2 yrs.</u>	<u>Step 2</u> <u>3-5 yrs</u>	<u>Step 3</u> <u>6 or</u> <u>more</u> <u>yrs</u>
Director of Athletics	9,143	10,057	11,268
Varsity Football	4,813	5,394	6,040
Assistant Varsity Football (per person max 2)	3,754	4,202	4,754
JV Football	3,754	4,202	4,754
Assistant Junior Varsity Football	2,822	2,961	3,096
Head Modified Football	2,748	3,077	3,445
Assistant Modified Football	2,288	2,561	2,864
Varsity Field Hockey	4,011	4,495	5,032
J.V. Field Hockey	3,126	3,501	3,926
Modified Field Hockey	2,410	2,699	3,027
Varsity Soccer (B/G per team)	4,011	4,495	5,032
JV Soccer (B/G per team)	3,126	3,501	3,926
Modified Soccer (B/G per team)	2,410	2,699	3,027
Cross Country (B)	3,397	3,800	4,257
Cross Country (G)	3,397	3,800	4,257
Varsity Basketball (B)	4,813	5,394	6,040
J.V. Basketball (B)	3,754	4,202	4,754
Modified Basketball (B 7th and 8th grade per team)	2,410	2,699	3,027
Varsity Basketball (G)	4,813	5,394	6,040
J.V. Basketball (G)	3,754	4,202	4,754
Modified Basketball (G 7th and 8th grade per team)	2,410	2,699	3,027
Varsity Volleyball	4,813	5,394	6,040
J.V. Volleyball	3,754	4,202	4,754
Modified Volleyball	2,410	2,699	3,027
Varsity Wrestling	4,813	5,394	6,040
J.V. Wrestling	3,754	4,202	4,754
Modified Wrestling	2,410	2,699	3,027
Varsity Baseball	4,011	4,495	5,032

Modified Baseball	2,410	2,699	3,027
Varsity Softball	4,011	4,495	5,032
Modified Softball	2,410	2,699	3,027
Varsity Golf	4,011	4,495	5,032
Varsity Track (B/G per team)	4,011	4,495	5,032
Assistant Varsity Track	3,126	3,501	3,926
Modified Track (B/G per team)	2,410	2,699	3,027
Asst. Modified Track	1,714	1,923	2,150

Coaches will only receive credit for experience in a particular sport when moving from a higher level to a lower level in that sport with the recommendation of the Superintendent.

Coaches will be given credit for experience rendered in another district in a particular sport with the recommendation of the Superintendent.

A stipend of \$500.00 will be added to the scheduled payment if more than one team is fielded throughout the season, with the prior approval of the Superintendent.

Coaches will receive a notice stating their step and stipend prior to the start of the season.

## Section 2.

The District will provide annual training in CPR/AED at no cost to the employee. Such training will be offered on two separate occasions during the school year.

**ARTICLE XVII**  
**Athletic Extra Pay Schedule**  
**Effective July 1, 2009 - June 30, 2010**

Section 1.

<u>Sport</u>	<u>Step 1</u> <u>0-2 yrs.</u>	<u>Step 2</u> <u>3-5 yrs</u>	<u>Step 3</u> <u>6 or</u> <u>more</u> <u>yrs</u>
Director of Athletics	9,417	10,359	11,606
Varsity Football	4,957	5,556	6,221
Assistant Varsity Football (per person max 2)	3,867	4,328	4,897
JV Football	3,867	4,328	4,897
Assistant Junior Varsity Football	2,907	3,050	3,189
Head Modified Football	2,830	3,169	3,548
Assistant Modified Football	2,357	2,638	2,950
Varsity Field Hockey	4,131	4,630	5,183
J.V. Field Hockey	3,220	3,606	4,044
Modified Field Hockey	2,482	2,780	3,118
Varsity Soccer (B/G per team)	4,131	4,630	5,183
JV Soccer (B/G per team)	3,220	3,606	4,044
Modified Soccer (B/G per team)	2,482	2,780	3,118
Cross Country (B)	3,499	3,914	4,385
Cross Country (G)	3,499	3,914	4,385
Varsity Basketball (B)	4,957	5,556	6,221
J.V. Basketball (B)	3,867	4,328	4,897
Modified Basketball (B 7th and 8th grade per team)	2,482	2,780	3,118
Varsity Basketball (G)	4,957	5,556	6,221
J.V. Basketball (G)	3,867	4,328	4,897
Modified Basketball (G 7th and 8th grade per team)	2,482	2,780	3,118
Varsity Volleyball	4,957	5,556	6,221
J.V. Volleyball	3,867	4,328	4,897
Modified Volleyball	2,482	2,780	3,118
Varsity Wrestling	4,957	5,556	6,221
J.V. Wrestling	3,867	4,328	4,897
Modified Wrestling	2,482	2,780	3,118
Varsity Baseball	4,131	4,630	5,183
Modified Baseball	2,482	2,780	3,118
Varsity Softball	4,131	4,630	5,183
Modified Softball	2,482	2,780	3,118
Varsity Golf	4,131	4,630	5,183

Varsity Track (B/G per team)	4,131	4,630	5,183
Assistant Varsity Track	3,220	3,606	4,044
Modified Track (B/G per team)	2,482	2,780	3,118
Asst. Modified Track	1,765	1,981	2,215

Coaches will only receive credit for experience in a particular sport when moving from a higher level to a lower level in that sport with the recommendation of the Superintendent.

Coaches will be given credit for experience rendered in another district in a particular sport with the recommendation of the Superintendent.

A stipend of \$500.00 will be added to the scheduled payment if more than one team is fielded throughout the season, with the prior approval of the Superintendent.

Coaches will receive a notice stating their step and stipend prior to the start of the season.

## Section 2.

The District will provide annual training in CPR/AED at no cost to the employee. Such training will be offered on two separate occasions during the school year.

**ARTICLE XVII**  
**Athletic Extra Pay Schedule**  
**Effective July 1, 2010 - June 30, 2011**

Section 1.

<u>Sport</u>	Step 1 <u>0-2 yrs.</u>	Step 2 <u>3-5 yrs</u>	Step 3 <u>6 or more yrs</u>
Director of Athletics	9,700	10,670	11,954
Varsity Football	5,106	5,723	6,408
Assistant Varsity Football (per person max 2)	3,983	4,458	5,044
JV Football	3,983	4,458	5,044
Assistant Junior Varsity Football	2,994	3,142	3,285
Head Modified Football	2,915	3,264	3,654
Assistant Modified Football	2,428	2,717	3,039
Varsity Field Hockey	4,255	4,769	5,338
J.V. Field Hockey	3,317	3,714	4,165
Modified Field Hockey	2,556	2,863	3,212
Varsity Soccer (B/G per team)	4,255	4,769	5,338
JV Soccer (B/G per team)	3,317	3,714	4,165
Modified Soccer (B/G per team)	2,556	2,863	3,212
Cross Country (B)	3,604	4,031	4,517
Cross Country (G)	3,604	4,031	4,517
Varsity Basketball (B)	5,106	5,723	6,408
J.V. Basketball (B)	3,983	4,458	5,044
Modified Basketball (B 7th and 8th grade per team)	2,556	2,863	3,212
Varsity Basketball (G)	5,106	5,723	6,408
J.V. Basketball (G)	3,983	4,458	5,044
Modified Basketball (G 7th and 8th grade per team)	2,556	2,863	3,212
Varsity Volleyball	5,106	5,723	6,408
J.V. Volleyball	3,983	4,458	5,044
Modified Volleyball	2,556	2,863	3,212
Varsity Wrestling	5,106	5,723	6,408
J.V. Wrestling	3,983	4,458	5,044
Modified Wrestling	2,556	2,863	3,212
Varsity Baseball	4,255	4,769	5,338
Modified Baseball	2,556	2,863	3,212
Varsity Softball	4,255	4,769	5,338
Modified Softball	2,556	2,863	3,212
Varsity Golf	4,255	4,769	5,338



Varsity Track (B/G per team)	4,255	4,769	5,338
Assistant Varsity Track	3,317	3,714	4,165
Modified Track (B/G per team)	2,556	2,863	3,212
Asst. Modified Track	1,818	2,040	2,281

Coaches will only receive credit for experience in a particular sport when moving from a higher level to a lower level in that sport with the recommendation of the Superintendent.

Coaches will be given credit for experience rendered in another district in a particular sport with the recommendation of the Superintendent.

A stipend of \$500.00 will be added to the scheduled payment if more than one team is fielded throughout the season, with the prior approval of the Superintendent.

Coaches will receive a notice stating their step and stipend prior to the start of the season.

## Section 2.

The District will provide annual training in CPR/AED at no cost to the employee. Such training will be offered on two separate occasions during the school year.

**ARTICLE XVII**  
**Athletic Extra Pay Schedule**  
**Effective July 1, 2011 - June 30, 2012**

Section 1.

<u>Sport</u>	Step 1 <u>0-2 yrs.</u>	Step 2 <u>3-5 yrs</u>	Step 3 <u>6 or more yrs</u>
Director of Athletics	9,991	10,990	12,313
Varsity Football	5,259	5,895	6,600
Assistant Varsity Football (per person max 2)	4,102	4,592	5,195
JV Football	4,102	4,592	5,195
Assistant Junior Varsity Football	3,084	3,236	3,384
Head Modified Football	3,002	3,362	3,764
Assistant Modified Football	2,501	2,799	3,130
Varsity Field Hockey	4,383	4,912	5,498
J.V. Field Hockey	3,417	3,825	4,290
Modified Field Hockey	2,633	2,949	3,308
Varsity Soccer (B/G per team)	4,383	4,912	5,498
JV Soccer (B/G per team)	3,417	3,825	4,290
Modified Soccer (B/G per team)	2,633	2,949	3,308
Cross Country (B)	3,712	4,152	4,653
Cross Country (G)	3,712	4,152	4,653
Varsity Basketball (B)	5,259	5,895	6,600
J.V. Basketball (B)	4,102	4,592	5,195
Modified Basketball (B 7th and 8th grade per team)	2,633	2,949	3,308
Varsity Basketball (G)	5,259	5,895	6,600
J.V. Basketball (G)	4,102	4,592	5,195
Modified Basketball (G 7th and 8th grade per team)	2,633	2,949	3,308
Varsity Volleyball	5,259	5,895	6,600
J.V. Volleyball	4,102	4,592	5,195
Modified Volleyball	2,633	2,949	3,308
Varsity Wrestling	5,259	5,895	6,600
J.V. Wrestling	4,102	4,592	5,195
Modified Wrestling	2,633	2,949	3,308
Varsity Baseball	4,383	4,912	5,498
Modified Baseball	2,633	2,949	3,308
Varsity Softball	4,383	4,912	5,498
Modified Softball	2,633	2,949	3,308
Varsity Golf	4,383	4,912	5,498

Varsity Track (B/G per team)	4,383	4,912	5,498
Assistant Varsity Track	3,417	3,825	4,290
Modified Track (B/G per team)	2,633	2,949	3,308
Asst. Modified Track	1,873	2,101	2,349

Coaches will only receive credit for experience in a particular sport when moving from a higher level to a lower level in that sport with the recommendation of the Superintendent.

Coaches will be given credit for experience rendered in another district in a particular sport with the recommendation of the Superintendent.

A stipend of \$500.00 will be added to the scheduled payment if more than one team is fielded throughout the season, with the prior approval of the Superintendent.

Coaches will receive a notice stating their step and stipend prior to the start of the season.

## Section 2.

The District will provide annual training in CPR/AED at no cost to the employee. Such training will be offered on two separate occasions during the school year.

**ARTICLE XVII (Cont'd.)****Section 3. Non-Athletic Extra Pay Schedule**

	2008-09	2009-10	2010-11	2011-12
Student Council & Activities Advisor	2,363	2,434	2,507	2,582
Newspaper – per issue up to 4 issues	472	486	501	516
HS Yearbook	3,547	3,653	3,763	3,876
MS Yearbook	1,751	1,804	1,858	1,914
Elem. Yearbook	300	309	318	328
Sr. Class Advisor (per person) (maximum 2 persons)	2,363	2,434	2,507	2,582
Jr. Class Advisor (per person) (maximum 2 persons)	768	791	815	839
Sophomore Class Advisor (per person) (maximum 2 persons)	594	612	630	649
Freshman Class Advisor (per person) (maximum 2 persons)	594	612	630	649
8th Grade Trip Organizer (per person) (maximum 2 persons)	594	612	630	649
M.S. Student Council (per person max. 4 persons)	355	366	377	388
M.S. Recreation Program Advisor(s) (per person max. 4 persons)	355	366	377	388
Odyssey of the Mind (per person)	594	612	630	649
Odyssey of the Mind (Post Season per competition beyond Regional)	200	206	212	218
Honor Society (per person) (maximum 2 persons)	594	612	630	649
H.S. Dramatics/Musical Accompanist	1,657	1,707	1,758	1,811
H.S. Dramatics/Musical	2,419	2,492	2,567	2,644
M.S. Dramatics/Musical	1,830	1,885	1,942	2,000
H.S. Dramatics/Musical Artistic Coordinator	1,657	1,707	1,758	1,811
H.S. Dramatics/Sound/Lighting	800	824	849	874
Quebec Club (1 person)	355	366	377	388
Spanish Club (1 person)	355	366	377	388
Yorker Club (per person) (maximum 2 persons)	768	791	815	839
DECA (@ people, per person)	355	366	377	388
Travel Club (1 person)	355	366	377	388
Technology Club (1 person)	355	366	377	388
Fitness Club (per person) (Max. 2 people)	300	309	318	328
LINK Crew (per person) (Max 2 people)	300	309	318	328

Marching Band (per director) (Memorial Day Parade)	1,000	1,030	1,061	1,093
Student Parking Supervisor	768	791	815	839
Cheerleading Football	2,137	2,201	2,267	2,335
Cheerleading Basketball	3,375	3,476	3,580	3,687
I.D.P. Facilitators (per person) (maximum 2 people per bldg) (3 bldgs)	126	130	134	138
M.S./H.S. Ecology Club (per person) (maximum 2 people per bldg) (2 bldgs)	356	367	378	389
M.S. Girls' Group (per person) (maximum 5 people)	356	367	378	389
JETS (per person) (maximum 2 persons)	356	367	378	389
Saturday PARP (per person per day – max \$400 - 8 people)	64	66	68	70
Summer Reading (per person per day – max \$400 – 8 people)	64	66	68	70
Saturday Detention (per person max 2 persons)	64	66	68	70
Sunrise Scholars	6,411	6,603	6,801	7,005
District Art Advisor	2,514	2,589	2,667	2,747
Choral Accompanist	376	387	399	411
Elem. 3-4 Grade Chorus	300	309	318	328
Testing Coordinator	4,499	4,634	4,773	4,916
Summer School Teacher	\$168/day	173	178	183
Geography Bee	126	130	134	138
Spelling Bee	126	130	134	138
NYS Math League	126	130	134	138
Talented and Gifted (TAG) Coordinator	1,886	1,943	2,001	2,061
Chamber Singers Director	356	367	378	389
Music All County Director (per person, per festival)	189	195	201	207
NYSMAA Solo Competition (per person, per comp)	189	195	201	207
Mentors (per person)	811	835	860	886

4. a. Extra duties teachers on extra duty shall be paid at the following rates:

**ARTICLE XVII (Cont'd.)**

**Sports Events**

	2008-09	2009-10	2010-11	2011-12
Basketball (Home Games)	\$61.00	\$63.00	\$65.00	\$67.00
Basketball (Away Games)	\$75.00	\$77.00	\$79.00	\$81.00
Wrestling	\$46.00	\$47.00	\$48.00	\$49.00
Football	\$61.00	\$63.00	\$65.00	\$67.00
Volleyball	\$61.00	\$63.00	\$65.00	\$67.00
Clock Operator Football/Basketball	\$61.00	\$63.00	\$65.00	\$67.00
Shot Clock Basketball	\$61.00	\$63.00	\$65.00	\$67.00
Basketball Scorebook (Home Games)	\$61.00	\$63.00	\$65.00	\$67.00
Basketball Scorebook (Away Games)	\$75.00	\$77.00	\$79.00	\$81.00
Volleyball Scoreboard	\$61.00	\$63.00	\$65.00	\$67.00
Volleyball Scorebook	\$61.00	\$63.00	\$65.00	\$67.00
Wrestling Scorebook	\$61.00	\$63.00	\$65.00	\$67.00
Modified Sports	\$61.00	\$63.00	\$65.00	\$67.00
Ticket Sellers	\$61.00	\$63.00	\$65.00	\$67.00

**Other Events**

	2008-09	2009-10	2010-11	2011-12
Full Day Activities	\$84.00	\$87.00	\$90.00	\$93.00
Half Day Activities	\$46.00	\$47.00	\$48.00	\$49.00
Evening Activities	\$46.00	\$47.00	\$48.00	\$49.00

b. This schedule applies for the following types of activities: (It is understood that these activities would be compensated for only if supervision was deemed necessary by the administration).

1. Admission charged sports events
2. Concerts
3. Play days
4. Tournaments
5. Student Conference Days
6. Summer Orientation – Kindergarten (date to be established by District)

c. This schedule does not apply to normal voluntary teacher chaperoning activities such as:

1. Student dances
2. Sports nights
3. Individual Teacher Originated Activities
4. Other activities sponsored by student groups

## **ARTICLE XVII (Cont'd.)**

d. People on this schedule should be volunteer individuals selected by the administration. It is recognized that when this is accomplished, better control will be established and confusion over assignments will be eliminated.

e. If enough qualified volunteer individuals are not available, vacancies may be filled by assigning qualified teachers who have not previously chaperoned. Such assignment will not exceed two home or one away event. Teachers will be paid at the established rate.

### **Section 5.**

Each teacher shall be subject to assignment of one extra-class activity without extra compensation.

### **Section 6.**

Such assignment shall be given first to those teachers who have not been assigned to or have not volunteered for an extra-class activity.

### **Section 7.**

It is agreed that co-curricular, extra-curricular activities and interscholastic athletics are an integral part of our school program and that some of those activities require additional time and responsibilities. The inclusion of position titles and salaries for co-curricular, extra-curricular activities and inter-scholastic athletics is not an assurance that the position will exist. The Board of Education retains the right to approve or eliminate any or all such positions, and to make appointments from applicants to such positions. The above schedules only indicate the appropriate salary for such positions when approved.

### **Section 8.**

Members of the negotiating unit who perform services under the provisions of sections 1, 2 and 3 of this article will be compensated in two separate paychecks. The first check will be provided after one-half of the responsibilities of the activity have been completed and the second check will be provided in the first pay period after the last athletic contest of the regular season or the conclusion of the activity.

**ARTICLE XVIII  
SALARIES**

**Cato-Meridian Central School District  
2008-2009 Salary Schedule**

Step	B	B+6	B+12	B+18	B+24	B+30	B+36	B+42	B+48	B+54	B+60
1	42,225	42,879	43,308	43,839	44,390	44,931	45,468	46,011	46,550	47,089	47,631
2	42,625	43,279	43,708	44,239	44,790	45,331	45,868	46,411	46,950	47,489	48,031
3	43,039	43,693	44,122	44,653	45,204	45,745	46,282	46,825	47,364	47,903	48,445
4	43,471	44,122	44,553	45,084	45,633	46,175	46,713	47,256	47,794	48,333	48,877
5	43,918	44,458	45,000	45,532	46,081	46,623	47,161	47,703	48,242	48,782	49,324
6						47,088	47,627	48,169	48,708	49,247	49,790
7						47,572	48,233	48,665	49,191	49,731	50,273
8						48,073	48,610	49,154	49,693	50,231	50,773
9						48,594	49,129	49,673	50,213	50,753	51,294



10	49,129	49,668	50,212	50,751	51,289	51,832
11	49,408	49,947	50,490	51,028	51,568	52,109
12	49,699	50,235	50,776	51,316	51,857	52,399
13	49,998	50,534	51,078	51,616	52,156	52,697
14	50,307	50,842	51,388	51,928	52,466	53,010
15	50,628	51,168	51,710	52,251	52,787	53,330
16	50,964	51,504	52,045	52,587	53,150	53,664
17	51,311	51,851	52,395	52,933	53,471	54,014
18	52,390	52,931	53,472	54,014	54,553	54,378
19	52,775	53,314	53,857	54,399	54,939	55,474
20	53,177	53,724	54,259	54,801	55,339	55,882
21	53,606	54,145	54,684	55,227	55,766	56,307
22	53,817	54,360	54,901	55,438	55,976	56,518
23	54,029	54,570	55,112	55,653	56,188	56,731
24	54,379	54,921	55,463	56,003	56,544	57,080
25	54,731	55,272	55,811	56,354	56,893	57,435
26	55,948	56,482	57,024	57,567	58,106	58,647

- (a) Hours will be paid in six (6) hour blocks \$80.00/hour.
- (b) Second semester and summer hours will be accepted through September 30th. First semester hours will be accepted up to March 1st.
- (c) Masters Degree to be paid at a rate of \$810 above respective Bachelors Step.
- (d) Effective July 1, 2008 - June 30, 2009.

## **ARTICLE XVIII (Cont'd.)**

### Section 2. Step Placement for 2008-09 Salary Schedule

2.1 The step numbers on the salary schedule included in this agreement for the school year 2008-09 do not represent actual years of accumulated experience for members of the negotiating unit. Members of the negotiating unit will be placed on an appropriate step as mutually agreed upon by both parties for the duration of this agreement.

### Section 3. Salary Increase for 2008-09 School Year

3.1 The average increase in salary for returning full time members of the negotiating unit for the 2008-09 school year will be three and one-half (3.5%) percent above their 2007-08 salary including step increases and changes in rates for credit hours and degrees.

### Section 4. Longevity Payment

4.1 Effective July 1, 2008, a longevity payment of \$250.00 will be added to the salary of any bargaining unit member who has completed at least 15 years of service in the District. Any bargaining unit member who completes his/her twentieth year of service in the District shall have the longevity payment added to his/her salary in the next fiscal year after completing the aforementioned level of service.

4.2 Effective July 1, 2008, a longevity payment of \$500.00 will be added to the salary of any bargaining unit member who has completed at least 20 years of service in the District. Any bargaining unit member who completes his/her twentieth year of service in the District shall have the longevity payment added to his/her salary in the next fiscal year after completing the aforementioned level of service.

4.3 Effective July 1, 2008, an additional longevity payment of \$1,000.00 will be added to the salary of any bargaining unit member who has completed at least 25 years of service in the District. Any bargaining unit member who completes his/her twentieth year of service in the District shall have the longevity payment added to his/her salary in the next fiscal year after completing the aforementioned level of service.

Cato-Meridian Central School District  
2009-10 Salary Schedule

Step	B	B+6	B+12	B+18	B+24	B+30	B+36	B+42	B+48	B+54	B+60
1	43,345	44,022	44,467	45,017	45,587	46,149	46,705	47,267	47,826	48,384	48,946
2	43,745	44,422	44,867	45,417	45,987	46,549	47,105	47,667	48,226	48,784	49,346
3	44,160	44,837	45,282	45,832	46,402	46,963	47,519	48,082	48,640	49,199	49,760
4	44,588	45,265	45,710	46,261	46,831	47,392	47,948	48,511	49,069	49,627	50,189
5	45,036	45,710	46,157	46,707	47,276	47,838	48,394	48,957	49,515	50,073	50,636
6						48,301	48,859	49,420	49,979	50,538	51,100
7						48,784	49,341	49,903	50,462	51,020	51,582
8						49,284	49,969	50,417	50,962	51,521	52,083
9						49,803	50,360	50,924	51,482	52,039	52,601
10						50,344	50,898	51,461	52,021	52,580	53,140
11						50,898	51,456	52,020	52,578	53,136	53,698
12						51,186	51,745	52,308	52,865	53,424	53,985

13	51,488	52,043	52,604	53,164	53,723	54,285
14	51,798	52,353	52,917	53,475	54,033	54,594
15	52,118	52,673	53,238	53,797	54,355	54,918
16	52,451	53,010	53,571	54,132	54,687	55,250
17	52,799	53,358	53,919	54,480	55,064	55,596
18	53,158	53,718	54,281	54,839	55,396	55,958
19	54,276	54,836	55,397	55,958	56,517	56,335
20	54,675	55,233	55,796	56,357	56,917	57,471
21	55,092	55,658	56,212	56,774	57,332	57,893
22	55,536	56,094	56,653	57,215	57,773	58,334
23	55,754	56,317	56,877	57,433	57,991	58,553
24	55,974	56,535	57,096	57,656	58,211	58,774
25	56,337	56,898	57,459	58,019	58,580	59,135
26	56,701	57,262	57,821	58,382	58,941	59,503

- (a) Hours will be paid in six (6) hour blocks \$83.00/hour.
- (b) Second semester and summer hours will be accepted through September 30th. First semester hours will be accepted up to March 1st.
- (c) Masters Degree to be paid at a rate of \$850 above respective Bachelors Step.
- (d) Effective July 1, 2009 - June 30, 2010.

## **ARTICLE XVIII (Cont'd.)**

### Section 2. Step Placement for 2009-10 Salary Schedule

2.1 The step numbers on the salary schedule included in this agreement for the school year 2009-10 do not represent actual years of accumulated experience for members of the negotiating unit. Members of the negotiating unit will be placed on an appropriate step as mutually agreed upon by both parties for the duration of this agreement.

### Section 3. Salary Increase for 2009-10 School Year

3.1 The average increase in salary for returning full time members of the negotiating unit for the 2009-10 school year will be three and six hundredths (3.6%) percent above their 2007-08 salary including step increases and changes in rates for credit hours and degrees.

### Section 4. Longevity Payment

4.1 Effective July 1, 2009, a longevity payment of \$259.00 will be added to the salary of any bargaining unit member who has completed at least 15 years of service in the District. Any bargaining unit member who completes his/her twentieth year of service in the District shall have the longevity payment added to his/her salary in the next fiscal year after completing the aforementioned level of service.

4.2 Effective July 1, 2009, a longevity payment of \$518.00 will be added to the salary of any bargaining unit member who has completed at least 20 years of service in the District. Any bargaining unit member who completes his/her twentieth year of service in the District shall have the longevity payment added to his/her salary in the next fiscal year after completing the aforementioned level of service.

4.3 Effective July 1, 2009, an additional longevity payment of \$1,036.00 will be added to the salary of any bargaining unit member who has completed at least 25 years of service in the District. Any bargaining unit member who completes his/her twentieth year of service in the District shall have the longevity payment added to his/her salary in the next fiscal year after completing the aforementioned level of service.

Cato-Meridian Central School District  
2010-11 Salary Schedule

Step	B	B+6	B+12	B+18	B+24	B+30	B+36	B+42	B+48	B+54	B+60
1	44,592	45,295	45,757	46,328	46,919	47,503	48,080	48,663	49,243	49,823	50,406
2	44,992	45,695	46,157	46,728	47,319	47,903	48,480	49,063	49,643	50,223	50,806
3	45,407	46,110	46,572	47,143	47,735	48,317	48,895	49,479	50,059	50,638	51,221
4	45,838	46,540	47,002	47,573	48,165	48,747	49,325	49,909	50,488	51,068	51,651
5	46,327	46,986	47,447	48,018	48,611	49,193	49,770	50,355	50,933	51,513	52,096
6						49,656	50,233	50,818	51,396	51,976	52,561
7						50,136	50,715	51,298	51,878	52,458	53,041
8						50,637	51,216	51,799	52,379	52,959	53,542
9						51,157	51,868	52,332	52,899	53,479	54,062
10						51,696	52,273	52,859	53,439	54,016	54,600
11						52,257	52,832	53,416	53,997	54,578	55,159
12						52,832	53,411	53,996	54,576	55,155	55,738

13	53,132	53,711	54,296	54,873	55,454	56,037
14	53,444	54,021	54,603	55,184	55,765	56,348
15	53,766	54,343	54,928	55,507	56,087	56,669
16	54,099	54,674	55,261	55,842	56,420	57,005
17	54,444	55,025	55,607	56,189	56,766	57,350
18	54,806	55,385	55,968	56,551	57,156	57,708
19	55,178	55,759	56,344	56,922	57,501	58,084
20	56,338	56,920	57,502	58,084	58,664	58,476
21	56,752	57,332	57,916	58,498	59,079	59,655
22	57,185	57,773	58,348	58,931	59,510	60,093
23	57,646	58,226	58,806	59,389	59,969	60,551
24	57,873	58,457	59,038	59,616	60,195	60,778
25	58,101	58,683	59,265	59,847	60,423	61,007
26	58,477	59,061	59,643	60,224	60,806	61,382

- (a) Hours will be paid in six (6) hour blocks \$86.00/hour.
- (b) Second semester and summer hours will be accepted through September 30th. First semester hours will be accepted up to March 1st.
- (c) Masters Degree to be paid at a rate of \$890 above respective Bachelors Step.
- (d) Effective July 1, 2010 - June 30, 2011.

## **ARTICLE XVIII (Cont'd.)**

### Section 2. Step Placement for 2010-11 Salary Schedule

2.1 The step numbers on the salary schedule included in this agreement for the school year 2010-11 do not represent actual years of accumulated experience for members of the negotiating unit. Members of the negotiating unit will be placed on an appropriate step as mutually agreed upon by both parties for the duration of this agreement.

### Section 3. Salary Increase for 2010-11 School Year

3.1 The average increase in salary for returning full time members of the negotiating unit for the 2010-11 school year will be three and eight hundredths (3.8%) percent above their 2009-10 salary including step increases and changes in rates for credit hours and degrees.

### Section 4. Longevity Payment

4.1 Effective July 1, 2010, a longevity payment of \$269.00 will be added to the salary of any bargaining unit member who has completed at least 15 years of service in the District. Any bargaining unit member who completes his/her twentieth year of service in the District shall have the longevity payment added to his/her salary in the next fiscal year after completing the aforementioned level of service.

4.2 Effective July 1, 2010, a longevity payment of \$538.00 will be added to the salary of any bargaining unit member who has completed at least 20 years of service in the District. Any bargaining unit member who completes his/her twentieth year of service in the District shall have the longevity payment added to his/her salary in the next fiscal year after completing the aforementioned level of service.

4.3 Effective July 1, 2010, an additional longevity payment of \$1,075.00 will be added to the salary of any bargaining unit member who has completed at least 25 years of service in the District. Any bargaining unit member who completes his/her twentieth year of service in the District shall have the longevity payment added to his/her salary in the next fiscal year after completing the aforementioned level of service.



Cato-Meridian Central School District  
2011-12 Salary Schedule

Step	B	B+6	B+12	B+18	B+24	B+30	B+36	B+42	B+48	B+54	B+60
1	45,886	46,616	47,096	47,688	48,302	48,907	49,507	50,112	50,714	51,316	51,921
2	46,286	47,016	47,496	48,088	48,702	49,307	49,907	50,512	51,114	51,716	52,321
3	46,702	47,431	47,911	48,503	49,117	49,722	50,322	50,928	51,529	52,131	52,737
4	47,132	47,862	48,342	48,934	49,549	50,153	50,753	51,359	51,961	52,562	53,167
5	47,580	48,309	48,788	49,381	49,996	50,600	51,199	51,806	52,407	53,009	53,614
6						51,062	51,662	52,268	52,869	53,471	54,076
7						51,543	52,142	52,749	53,349	53,951	54,558
8						52,042	52,642	53,248	53,850	54,452	55,057
9						52,562	53,162	53,768	54,370	54,971	55,577
10						53,101	53,839	54,321	54,909	55,511	56,116
11						53,660	54,260	54,868	55,469	56,069	56,674
12						54,242	54,840	55,446	56,049	56,652	57,256

13	54,840	55,441	56,048	56,650	57,251	57,856
14	55,151	55,752	56,359	56,959	57,562	58,166
15	55,475	56,074	56,678	57,281	57,884	58,489
16	55,809	56,408	57,015	57,616	58,218	58,822
17	56,155	56,752	57,361	57,964	58,564	59,171
18	56,513	57,116	57,720	58,324	58,923	59,529
19	56,888	57,490	58,094	58,700	59,328	59,901
20	57,275	57,878	58,485	59,086	59,686	60,292
21	58,479	59,083	59,687	60,292	60,894	60,698
22	58,909	59,511	60,117	60,721	61,324	61,922
23	59,358	59,968	60,565	61,171	61,772	62,377
24	59,836	60,438	61,040	61,646	62,248	62,852
25	60,072	60,679	61,282	61,881	62,482	63,087
26	60,309	60,913	61,517	62,122	62,719	63,325

- (a) Hours will be paid in six (6) hour blocks \$89.00/hour.
- (b) Second semester and summer hours will be accepted through September 30th. First semester hours will be accepted up to March 1st.
- (c) Masters Degree to be paid at a rate of \$930 above respective Bachelors Step.
- (d) Effective July 1, 2011 - June 30, 2012.

## **ARTICLE XVIII (Cont'd.)**

### Section 2. Step Placement for 2011-12 Salary Schedule

2.1 The step numbers on the salary schedule included in this agreement for the school year 2011-12 do not represent actual years of accumulated experience for members of the negotiating unit. Members of the negotiating unit will be placed on an appropriate step as mutually agreed upon by both parties for the duration of this agreement.

### Section 3. Salary Increase for 2011-12 School Year

3.1 The average increase in salary for returning full time members of the negotiating unit for the 2011-12 school year will be three and eight hundredths (3.8%) percent above their 2010-11 salary including step increases and changes in rates for credit hours and degrees.

### Section 4. Longevity Payment

4.1 Effective July 1, 2011, a longevity payment of \$279.00 will be added to the salary of any bargaining unit member who has completed at least 15 years of service in the District. Any bargaining unit member who completes his/her twentieth year of service in the District shall have the longevity payment added to his/her salary in the next fiscal year after completing the aforementioned level of service.

4.2 Effective July 1, 2011, a longevity payment of \$558.00 will be added to the salary of any bargaining unit member who has completed at least 20 years of service in the District. Any bargaining unit member who completes his/her twentieth year of service in the District shall have the longevity payment added to his/her salary in the next fiscal year after completing the aforementioned level of service.

4.3 Effective July 1, 2011, an additional longevity payment of \$1,116.00 will be added to the salary of any bargaining unit member who has completed at least 25 years of service in the District. Any bargaining unit member who completes his/her twentieth year of service in the District shall have the longevity payment added to his/her salary in the next fiscal year after completing the aforementioned level of service.

## **ARTICLE XIX**

### **HEALTH AND DENTAL INSURANCE**

#### **Section 1.**

For active employees electing individual coverage only under the existing or equivalent, the Board of Education agrees to contribute 100% less \$1.00 per year of each individual's premium with the understanding that \$1.00 per year will be contributed by each covered individual employee not participating in the family (individual and dependent) plan.

Effective July 1, 2008, for active employees electing individual coverage only under the existing or equivalent, the employee will contribute up to 10% of the annual individual health insurance premium, not to exceed \$510.00. This portion shall be paid only by those bargaining unit members who select individual coverage.

Effective July 1, 2009, for active employees electing individual coverage only under the existing or equivalent, the employee will contribute up to 10% of the annual individual health insurance premium not to exceed \$560.00. This portion shall be paid only by those bargaining unit members who select individual coverage.

Effective July 1, 2010, for active employees electing individual coverage only under the existing or equivalent, the employee will contribute up to 10% of the annual individual health insurance premium not to exceed \$620.00. This portion shall be paid only by those bargaining unit members who select individual coverage.

Effective July 1, 2011, for active employees electing individual coverage only under the existing or equivalent, the employee will contribute up to 10% of the annual individual health insurance premium not to exceed \$680.00. This portion shall be paid only by those bargaining unit members who select individual coverage.

#### **Section 2.**

For employees electing the family (individual and dependent) coverage under the New York State Health Insurance Program or equivalent, the Board of Education agrees to contribute 75% of the employee's dependent's premium during the 2008-09, 2009-10, 2010-11 and 2011-12 school years.

#### **Section 3.**

Beginning on July 1, 1981, the District shall have the right to select the insurance carrier as long as the schedule of benefits is equal to or better than the benefits contained in the health insurance program in effect as of February 26, 1981.

## **ARTICLE XIX (Cont'd.)**

### **Section 4.**

The District shall have the right to provide a schedule of benefits which is equal to or better than the benefits contained in the health insurance program in effect as of February 26, 1981, through a program of self funding.

For the purpose of selecting an alternate insurance carrier or a program of self-funding, the major medical limitation shall be defined as an amount not to exceed \$1,000,000 for each individual case.

The District agrees that the administration of claims under any program of self-funding shall be substantially equivalent to the administration of claims under the existing health insurance program.

The District agrees to provide a right of conversion to an equivalent insurance plan for employees who cease employment with the school district for reasons other than retirement or discharge prior to the age of 65. Such conversion rights shall be available only in the event the employee is not eligible for group health insurance benefits provided by another employer.

If an individual is unable to convert, then the individual shall, at his or her written request, be continued under the self-funded program for a period not to exceed one (1) year from the date his or her employment with the school district ceases.

The full cost of the premium under either conversion or continuation shall be assumed by the employee.

If the District establishes a committee to study insurance carriers or self-funding, the Association may select a representative as an ex officio member of the committee.

### **Section 5.**

If the District decides to select an alternate insurance carrier or self fund the schedule of benefits, advance notice will be given to the Association at least two (2) weeks prior to the implementation of the decision.

### **Section 6. Health Insurance - Retirees**

Beginning on July 1, 1984, the District will contribute seventy-five (75%) percent of the premium for the health insurance plan for individuals coverage and fifty (50%) percent of the premium for individual and dependent coverage for members of the negotiating unit who retire on or after July 1, 1984.

## **ARTICLE XIX (Cont'd.)**

### **Section 7.**

Beginning on July 1, 2008, the District shall contribute up to \$250.00 for each member of the negotiating unit for a dental program providing individual coverage.

Beginning on July 1, 2009, the District shall contribute up to \$250.00 for each member of the negotiating unit for a dental program providing individual coverage.

Beginning on July 1, 2010, the District shall contribute up to \$275.00 for each member of the negotiating unit for a dental program providing individual coverage.

Beginning on July 1, 2011, the District shall contribute up to \$275.00 for each member of the negotiating unit for a dental program providing individual coverage.

### **Section 8.**

The Flexible Spending Account (125 Plan) provided to bargaining unit members shall have an annual maximum limit of \$4,000 for unreimbursed medical expenses. After the completion of the two year trial period, either party may elect to terminate the flexible spending plan at any time.

**ARTICLE XX**  
**MASTER TEACHER**  
**BASIC REQUIREMENTS FOR SELECTION**

**Section 1.**

In order to be designated a Master Teacher - a teacher -

- a. Must have successfully completed a minimum of five (5) years of teaching. Application may be submitted at the completion of four (4) years.
- b. Must hold a New York State Permanent Teaching Certificate in the area of the teaching assignment.
- c. Must make application with a letter of intent to the superintendent by October 31 in order to be considered in the selection process.
- d. Must be selected by majority vote of the Master Teacher Selection Committee. The committee will be composed of the superintendent, two (2) principals, and three (3) master teachers. If possible at least one of the master teachers will be from the same teaching specialty area as the application.
- e. Must be approved by Board of Education.
- f. A teacher who has been recommended by the committee and is not approved by the board of education may appeal the decision to the Master Teacher Appeal Committee. The appeal committee will be composed of six (6) members; the superintendent, two (2) board of education members selected by the board, and three (3) master teachers selected by the remaining master teachers. Upon request by the applicant, the Appeal Committee will consider the rejected application. In order to be designated as a Master Teacher there must be a two-thirds (2/3) affirmative vote of the membership of the Appeals Committee.
- g. The appointment to the status of Master Teacher is subject to reconsideration by the Master Teacher Steering Committee at any time after two (2) years have elapsed from the original appointment date. If it is the opinion of the Master Teacher Steering Committee that a master teacher is not meeting the established standard of performance for this status, the committee shall recommend to the board of education that the appointment be terminated. In the case of a tie vote, each member of the committee shall submit his or her written recommendation to the board of education. The board shall make the final decision. A master teacher under review for reconsideration shall not sit as a member of the Master Teacher Steering Committee.

## **ARTICLE XX (Cont'd.)**

### **Section 2. Compensation**

Upon committee selection and board approval the applicant will be promoted to Master Teacher status and be compensated with an annual stipend of one thousand three hundred dollars (\$1,300).

### **Section 3. Criteria and Procedural Review**

The Master Teacher Advisory Committee will perform an annual review of the Master Teacher Selection Criteria and Procedures and revise them as necessary, obtaining written approval of the Cato-Meridian School District Board of Education and the Cato-Meridian Teachers' Association. This committee will also meet by the 2nd week in November to select the committee(s) to evaluate the candidate(s) for Master Teacher. The Master Teacher Advisory Committee will be comprised of two (2) Master Teachers from each building and the Superintendent.

### **Section 4. Additional Information**

Additional information pertaining to the characteristics of a Master Teacher is available in the District Office.



## ARTICLE XXI

### LEAVES OF ABSENCE

#### SABBATICAL LEAVE

##### **Section 1. Objective**

- a. Increase the individual's value to the school system.
- b. Fulfillment of special needs which might exist in the Cato-Meridian School System.
- c. Improvement of instructional service to pupils.
- d. Retention of good staff members.

##### **Section 2. Purpose**

Sabbatical leave will be granted for the following reasons:

- a. Graduate work in the master's degree or post master's program. The proposed program of study must be approved by the Dean of the Graduate School or person in similar authority where the graduate work will be done.
- b. Special project to fulfill above stated objectives. Such a project must be a joint venture between the school administration and the individual and must meet the following criteria:
  1. show clearly how the project will contribute directly to improved classroom instruction.
  2. make provision for informing Board, Administration, and staff through workshops, reports, demonstration, etc.
  3. necessitate a leave of absence of 10 months or one (1) semester, which is approximately 1/2 year.

##### **Section 3. Eligibility**

- a. Applicant must have served seven (7) consecutive years in the Cato-Meridian School System.

## **SABBATICAL LEAVE (Cont'd.)**

- b. Applicant must possess a permanent certificate in his/her professional field.
- c. Applicant must not have been granted a sabbatical leave from the Cato-Meridian School System during the seven (7) years preceding current application.
- d. Applications are not to be reviewed earlier than one year previous to the actual date an applicant becomes eligible for sabbatical leave.
- e. Competency of the applicant for graduate level work must be demonstrated by evidence of the successful completion of at least 15 graduate hours and a cumulative graduate average of 3.0 or B.

### **Section 4. Application and Proposal**

- a. Deadline for formal application is January 15th of the prior school year.
- b. Applicants shall include with their application forms an outlined plan for the period requested for sabbatical leave. The form shall include name, date, period of requested leave, amount of qualifying service, type of leave requested, how the objectives and purposes of the sabbatical leave will be accomplished, and signature.
- c. The Committee for Evaluations of Proposals will be composed of two Board members, two administrators and the President of the Cato-Meridian Teachers' Association.
- d. The evaluations of the Committee will be in writing, with a report available to the individuals involved thirty days after the deadline dates. The Committee will consider seniority, quality of service, probable value of leave to the district, and the availability of qualified substitutes as factors in the final granting of leaves.
- e. Only one faculty member may participate in the program at any one time.

### **Section 5. Compensation**

- a. Sabbatical leave will be granted on the basis of one half year's salary for a full year's leave of absence or approximately one fourth year's salary for one half year's leave of absence with the following exception. In case the employee on leave has been granted a scholarship, fellowship, award or other form of financial aid other than a repayable loan or repayable grant in aid the partial pay provided by the Board of Education during such leave shall be limited to an amount which, when combined with any other financial award the employee may receive, will not cause the total pay from these sources during such leave of absence to exceed 100 percent of the employee's regular salary, had he been rendering his regular services to the Board of Education during such period.

## **SABBATICAL LEAVE (Cont'd.)**

b. The compensation received will be based upon the step the applicant would be placed on if teaching and in accordance with the salary schedule in effect at the time sabbatical leave is taken.

c. The year following his/her sabbatical, the applicant will receive a salary based on the next sequential step.

d. Salaries will be paid in the same manner as any regular employee.

e. The individual's benefits to be continued during his/her sabbatical are hospitalization, accumulation of sick leave, and all retirement benefits.

f. Upon return from a sabbatical leave, an applicant shall be restored to his former teaching position, if possible, or to a position of like nature. He/she is not, however, automatically reinstated to extra pay for extra duty assignments.

### **Section 6. Commitment**

The successful applicant shall, as a condition of approval for sabbatical leave, sign a written agreement to return to service in the Cato-Meridian Central School System for a period of at least one year immediately following satisfactory completion of the sabbatical leave period, or to refund to the Cato-Meridian Board of Education all of the partial pay received during the period of leave.

The refund requirement shall not apply in case of the death of the employee while on leave. In cases of illness or injury, the obligation will be deferred until the employee can resume his/her employment.

Refund of pay received on leave may also be required if the employee fails to complete satisfactorily the program under which sabbatical leave was granted.

Notice of intent to resume employment must be made in writing at least sixty days prior to the expiration of the sabbatical leave.

### **Section 7. Additional Rules and Regulations**

a. After selection of an applicant for sabbatical leave by the Committee for Evaluation final approval shall be the joint responsibility of the Board of Education and the Administration.

b. The applicant must agree to devote time to developing reports and/or conducting inservice workshops when and if the knowledge gained during the period of sabbatical leave can, in any way, improve the skills of staff members or advance the cause of education at the Cato-Meridian Central School.

## **EDUCATIONAL LEAVE**

### **Section 1.**

A leave of absence of up to one (1) year without pay may be granted at the discretion of the Board of Education for continued education, beneficial related work experience, or educational travel. All benefits shall be suspended for the duration of leave and shall be reinstated upon resumption of employment. The Health Insurance program shall be made available to the teacher at his/her expense for the duration of the leave at the existing rate.

## **CHILD BEARING AND CHILD REARING LEAVE**

### **Section 1.**

Employees shall be entitled to a leave of absence for a maximum of one (1) year for the purpose of child rearing. Request for such leave shall be made in writing to the Superintendent of Schools as soon as the fact of the pregnancy is known or not later than the fourth month, or the anticipated date of the adoption is known. Request for leave shall indicate the probable beginning date and duration of the leave. The duration of such leave shall be mutually agreed upon by both parties at the time such leave is granted and the return shall be set so that, in so far as possible the continuity of the educational program shall not be disrupted.

### **Section 2.**

An employee who is pregnant may continue in active employment as late into pregnancy as is desired provided she is able to properly perform her required function and that she is physically and medically able to do so as certified by her physician.

### **Section 3.**

Leave taken by an employee resulting from a medical disability connected with or resulting from pregnancy can be charged to available sick leave. Certification by her physician that such leave is due to such medical disability will be required.

### **Section 4.**

All rights and privileges accumulated prior to the effective date of such leave shall be reinstated.

### **Section 5.**

A teacher going on leave who has served one-half (1/2) year or more shall, upon return, be granted salary credit for one (1) full year.

## **EXTENDED LEAVE WITHOUT PAY**

### **Section 1.**

An extended leave without pay may be granted at the discretion of the Board of Education for a period of up to twelve (12) months. This leave may be used to extend a current leave. The duration of such leave shall be mutually agreed upon by both parties at the time such leave is granted and the return shall be set so that, insofar as possible, the continuity of the educational program shall not be disrupted.

All benefits shall be suspended for the duration of leave and shall be reinstated upon resumption of employment. The Health Insurance program shall be made available to the teacher at his/her expense for duration of the leave at the existing rate.

## **ARTICLE XXII**

### **CALENDAR**

#### **Section 1.**

The District shall consult with the Association prior to determining the school calendar.

#### **Section 2.**

The District shall consult with the Association prior to determining the dates of any Parent/Teacher Conference Days.

## ARTICLE XXIII

### SECTION 204A - TAYLOR LAW

#### **Section 1.**

"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.

#### **Section 2.**

Every employee organization submitting such a written agreement to its members for ratification shall publish such notice, include such notice in the documents accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification.

#### **Section 3.**

Within sixty days after the effective date of this act, a copy of this section shall be furnished by the chief fiscal officer of each public employer to each public employee. Each public employee employed thereafter shall, upon such employment, be furnished with a copy of the provisions of this section."

**ARTICLE XXIV**

**DURATION CLAUSE**

**Section 1.**

This agreement shall continue in effect from July 1st, 2008 to June 30th, 2012.

**Section 2.**

The parties agree that all items contained in this agreement have been discussed during the negotiations leading to this agreement, and that negotiations will not be re-opened at any time on any item whether contained herein or not before the re-opening date for negotiations as set forth in the Guidelines for Negotiations.

**Section 3.**

If any provision of this Agreement shall be found contrary to law, that provision shall be considered void, but all other provisions shall continue in full force and effect.

The parties have set their hand and seal this \_\_\_\_\_ day of \_\_\_\_\_  
2010. Cato-Meridian Central School District, Cato, New York.

\_\_\_\_\_  
Superintendent  
Cato-Meridian Central School

\_\_\_\_\_  
Co-President  
Cato-Meridian Teachers' Association

\_\_\_\_\_  
Co-President  
Cato-Meridian Teachers' Association

September 15, 2009

Mr. Peter Ludden  
Labor Relations Specialist  
New York State United Teachers  
4983 Brittonfield Parkway  
East Syracuse, NY 13057

Dear Mr. Ludden:

This side letter contains an explanation of the provisions of Article I Conditions and Scope of Agreement of the Agreement Between the Cato-Meridian Central School District and the Cato-Meridian Teachers Association for the 2002-05 School Years as those provisions relate to the position of Director of Athletics together with agreements on the issue of bus supervisors.

The provisions of Article I, specifically the reference to the exclusion of directors from the negotiating unit is not intended to exclude the position or positions of Athletic Director from the unit. If at some future date the position is restructured to the extent that the person is required to perform administrative and supervisory duties that require the possession of a school administrator and supervisor certificate, then at that time the position would be excluded. In our opinion, the current position does not require such certification nor does the District believe that such certification will be required during the life of the agreement.

With respect to bus supervision, the parties agree to continue to use the existing practice except that the teacher who performs bus supervision for the second trip at the elementary building will be compensated at the rate established in section 3 of Article XVII. Both parties agree that negotiations may be reopened on the issue of bus supervision in the event that acceptable levels of supervision are not maintained.

Sincerely,

Matthew R. Fletcher  
Assistant Superintendent for  
Personnel Relations

MRF/dbd



September 15, 2009

Mr. Peter Ludden  
Labor Relations Specialist  
New York State United Teachers  
4983 Brittonfield Parkway  
East Syracuse, NY 13057

Dear Mr. Ludden:

This letter represents an understanding with respect to the payment of salaries for guidance counselors who are employed by the Cato-Meridian Central School District.

The parties agree to pay guidance counselors at the rate of 1/200th of their salary for up to five days service rendered after the completion of the students' attendance year through June 30. It is further agreed that guidance counselors will be paid at 1/200th of their salary for each day of required service during the months of July and August of a school year.

Very truly yours,

Matthew R. Fletcher  
Assistant Superintendent for  
Personnel Relations

MRF/dbd

September 15, 2009

Mr. Peter Ludden  
Labor Relations Specialist  
New York State United Teachers  
4983 Brittonfield Parkway  
East Syracuse, NY 13057

Dear Mr. Ludden:

This side letter contains an agreement between the Cato-Meridian Central School district and the Cato-Meridian Teachers' Association with respect to job sharing.

The parties have agreed that in the event that two members of the Association want to job share that they shall submit a written request to the Superintendent of Schools for consideration. In the event that the school district is willing to consider a job sharing arrangement, it is agreed that the Association members seeking a job sharing arrangement and representatives of the District and Association shall meet to prepare recommendations to the Board of Education for review and consideration.

Very truly yours,

Matthew R. Fletcher  
Assistant Superintendent for  
Personnel Relations

MRF/dbd

September 15, 2009

Mr. Peter Ludden  
Labor Relations Specialist  
New York State United Teachers  
4983 Brittonfield Parkway  
East Syracuse, NY 13057

Dear Mr. Ludden:

This side letter contains an agreement between the Cato-Meridian Central School district and the Cato-Meridian Teachers' Association with respect to Academic Intervention Service.

The parties have agreed to establish a Committee made up of three representatives appointed by the Association President and three representatives appointed by the Superintendent. The committee shall meet to study Academic Intervention Services with the charge of recommending language for the collective bargaining agreement to the parties. Any provisions on AIS to be added to the collective bargaining agreement will be done upon agreement between the District and Association.

Very truly yours,

Matthew R. Fletcher  
Assistant Superintendent for  
Personnel Relations

MRF/dbd