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#### **Contract Database Metadata Elements**

Title: **Mattituck-Cutchogue Union Free School District and Mattituck-Cutchogue Teachers Association (1999)**

Employer Name: **Mattituck-Cutchogue Union Free School District**

Union: **Mattituck-Cutchogue Teachers Association**

Local:

Effective Date: **07/01/99**

Expiration Date: **06/30/02**

Number of Pages: **44**

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Mattituck-Cutchogue Ufsd And  
Mattituck-Cutchogue Teachers Assn

# CONTRACT

BETWEEN

**THE MATTITUCK-CUTCHOGUE  
UNION FREE SCHOOL DISTRICT**

AND

**THE MATTITUCK-CUTCHOGUE  
TEACHERS ASSOCIATION**

**TOWN OF SOUTHOLD  
MATTITUCK, NEW YORK**

**July 1, 1999 - June 30, 2002**

**RECEIVED**

AUG 08 2002

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

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CONTRACT BETWEEN  
THE MATTITUCK-CUTCHOGUE TEACHERS ASSOCIATION  
AND  
THE MATTITUCK-CUTCHOGUE UNION FREE SCHOOL DISTRICT  
TOWN OF SOUTHD  
MATTITUCK, NEW YORK

July 1, 1999 - June 30, 2002

PREAMBLE

In order to implement the provisions of Chapter 392 of the Laws of 1967 (The Public Employees' Fair Employment Act, as amended), to encourage and increase effective and harmonious working relationships between the Mattituck-Cutchogue Union Free School District (hereinafter referred to as the "District") and its professional employees represented by the Mattituck-Cutchogue Teachers Association (hereinafter referred to as the "Association"), it is agreed that good faith negotiations between the District and the Association with a free and open exchange of views is essential.

As a result of collective negotiations the Association as the recognized representative of the professional employees, and the District reached certain agreements which they desire to confirm in this contract.

Both parties agree on this <sup>10<sup>th</sup></sup> day of July, 2000 to the following.

## ARTICLE I

### RECOGNITION

The Mattituck-Cutchogue Union Free School District having determined that the Mattituck-Cutchogue Teachers Association is supported by a majority of the teachers in a unit composed of all professional certified personnel, except the Administrative Personnel; hereby recognizes the Mattituck-Cutchogue Teachers Association as the exclusive bargaining agent for the teachers in said unit.

The District agrees not to negotiate with any other teacher organization other than the Association for the duration of this Agreement.

## ARTICLE II

### NEGOTIATION PROCEDURES

A. The terms and conditions of employment provided in this agreement shall remain in effect until altered by mutual agreement in writing between the parties or the termination date of this agreement whichever is sooner. The parties agree that all negotiable items have been discussed during the negotiations leading to this agreement, and therefore agree that negotiations will not be reopened on any item, unless mutually agreed upon, whether contained herein or not, during the life of this agreement.

B. No later than January 15th of the year the written agreement between the District and the Association determining terms and conditions of employment expires, the parties will enter into good faith negotiations for a successor agreement covering the following school year and any mutually agreed extensions. If such an agreement is not concluded by one hundred twenty (120) days prior to the end of the fiscal year of the public employer, either party may request mediation.

The parties will seek to agree on a mutually acceptable mediator and will obtain a commitment from the said mediator to serve. In case of mediation by a private person, the cost of such mediator shall be shared equally by the employer and the Association. If the District and the Association are unable to agree upon a mediator or to obtain such a commitment within ten (10) days, the parties shall request the State Public Employment Relations Board to assist the parties to reach an agreement. If the parties retain a private mediator and have not reached agreement one hundred (100) days prior to the end of the employer's fiscal year, either party may request the State Public Employment Relations Board to assist the parties to reach agreement. Such mediation and fact finding will be governed by the provisions of Section 209 of the Public Employee Fair Employment Act.

C. Neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the District, the parties mutually agree to pledge their representatives will be delegated with the necessary power and authority to make proposals and to reach compromises in the course of negotiations.

### ARTICLE III

#### PAYROLL DEDUCTIONS

A. The District agrees when authorized by individual teachers, to deduct from their salaries dues for the following organizations: MCTA, NYSUT, AFT. Individual teacher's authorization shall be in writing on forms provided by the Association. The District shall, following each pay period from which a dues deduction is made, transmit the amount so deducted for each organization to the Treasurer of the Association. The first and/or the final transmittal to the Association Treasurer shall be accompanied by a listing of the members for which deductions have been made and the amount deducted. If deductions have been made for only a portion of the deduction period the listing should show the date of commencement of such deduction. The Association shall furnish proof to the Business Office that moneys deducted were transmitted to the proper organization.

B. The Association shall furnish to the District in writing a certification of the current rate of the membership dues of each of the organizations listed in Paragraph A above. In the event that any organization shall change the rate of its membership dues, the Association shall give the District thirty (30) days notice prior to the effective date of such change.

C. Deductions referred to in Paragraph A above shall be made in the following manner: The total annual membership dues for those designated professional organizations, certified as mentioned above, shall be deducted in equal installments beginning with the first pay period in October. No later than two (2) weeks prior to the first scheduled paycheck in October, the Association shall provide the District Business Office with a list and the original signed dues authorization cards of those employees who voluntarily authorized the District to deduct dues for the organization named in Paragraph A. The Association shall forward at the same time to the respective organizations a list of the members and their addresses who have elected payroll deduction for such organizations.

D. Additional authorizations submitted by the Association Treasurer at least two (2) weeks prior to any regularly scheduled pay date shall be honored and deductions made for the balance of the scheduled deduction period as set forth in Paragraph C above.

E. Any employee may withdraw his authorization at any time by written notice received by the District between September 1-15th of any school year.

F. Payroll deductions shall be allowed for the Teachers Federal Credit Union (TFCU), individual tax sheltered annuities, and any group insurance coverage maintained by the Association.

#### ARTICLE IV

##### TEACHER AND ASSOCIATION RIGHTS

A. The Administration shall meet with the Association Executive Committee or its representatives at the request of either party within seven (7) days of the request to discuss school operations and questions relating to the implementation of this contract. These meetings shall be held at a mutually agreed time. Proposed changes in new and existing policies and procedures for the school shall be appropriate subjects for discussion at such meetings; it being understood that such policies and procedures will be consistent with the terms of this contract.

B. The District and the Association shall make available to each other upon request, any and all information, relevant to negotiations, or necessary for the proper administration of enforcement of this contract.

C. When it is necessary for the President of the association and/or his designated building representatives, acting in their capacity as representatives of the teachers, to engage in Association activities which cannot be performed after school hours; such person or persons shall be given time without loss of pay for the performance of these duties. Specific times for such activities shall have the approval of the Superintendent of Schools. The President of the Association or his representative shall be allowed to investigate terms and conditions of employment, problems or other matters relating to Association affairs, as pertains to this contract.

D. A copy of the agenda of all regular Board meetings will be available to the Association as soon as possible prior to the Board meetings. The Association may obtain from the District Office copies of the official minutes of Board meetings as soon as they are approved.

E. The Association shall be given a place on the agenda of the Orientation Program for new teachers.

F. All teachers employed by the District shall be entitled to attend, free of charge, all school activities, including athletic events.



G. No existing District policies, instructions or handbooks shall in any way limit the rights granted teachers in this contract. Any portion of the above mentioned documents that is inconsistent with this contract shall be void.

H. Copies of this agreement will be reproduced at District and Association expense and a copy given to each teacher now employed and hereinafter employed by the District.

I. The Association shall have the right to use school buildings, facilities and equipment, pursuant to existing practice and policies, provided that such use shall not interfere with the regular school program or other scheduled activities. Duly authorized representatives of the Association and their respective affiliations shall be permitted to transact official organizational business related to the Association on school property at all reasonable times, provided this business shall neither interfere with or interrupt normal school operations nor add any cost to the District.

J. There will be no reprisals of any kind taken against any teacher by reason of his membership in the Association or participation in its lawful activities, nor shall any teacher use his Association membership or teacher contract to avoid his professional responsibilities.

K. It shall be the sense of this agreement to protect the teachers of this District in their roles as educators and employees from the imposition of arbitrary restraints by either the Board of Education, community groups, or individual citizens.

L. The Association shall be granted Agency Shop Status.

## ARTICLE V

### SALARY PROVISIONS

A. 1. Salary will be determined by proper placement in the appropriate Salary Schedule. The Salary Schedule in effect for the 1999/2000 school year is attached hereto as Appendix "A", and it provides for a 2.5% increase from the Salary Schedule in effect for the previous year. The Salary Schedules in effect for the 2000/2001 and 2001/2002 school years are set forth in Appendices B and C respectively, each of which provides for 2.5% increases from the previous year.

Those unit members who previously received longevity increments of either \$500 or \$1,000 under the expired agreement shall continue to receive such payments in the same amounts. No other unit members shall be eligible for longevity payments. During the hiatus period in negotiating a successor agreement, those longevity payments shall continue to be paid.

2. For the duration of this contract: a new teacher employed prior to February 1, shall advance one (1) step the

following school year; a new teacher employed after February 1, shall remain on the same step for the remainder of that school year and for the following school year. Teachers who have worked forty (40) days during the school year and are leaving the district during an academic year on an approved leave will receive credit on the salary guide for that full year.

3. The Board of Education may grant experience credit for out of district service and military service to those teachers new to the district. The agreement will not adversely affect those presently employed or those returning from leaves of absence.

4. Compensation for education (college graduate + inservice credits) shall be paid in accordance with the applicable index with approval of the Superintendent of Schools.

5. For pay purposes, a contract half year for those teachers paid on: a ten month basis, shall be September through January, February through June; a twelve month basis shall be September through February, March through August.

6. Teachers employed after July 1, 1975 may not advance past the tenth experience step without a minimum of BA+30 credits nor beyond the 13th experience step without a Masters Degree. However, longevity steps will be paid in years 17, 22, and 27, as indicated in the index in Appendix A or B or C.

7. A teacher who wishes salary compensation beyond BA+70 or MA+50 must have prior written approval of the Board of Education.

8. Salary adjustments for additional education credit compensation or MA degree compensation shall be made only on the first payroll period following September 30th and February 28th in each year of the contract provided the teacher furnishes to the Business Office a certified transcript, official letterhead, official grades, or other proof of satisfactory course completion by these dates.

9. The Board of Education may increase the salary of any teacher over and above the salary index when the teacher's effort, abilities, and/or accomplishments, in the opinion of the Board of Education, have resulted in outstanding contributions to the District.

10. The District shall create lead teacher positions in grades K-6 with a corresponding stipend of \$500 per year. Those unit members selected to serve in this capacity shall be responsible to perform job responsibilities that have been mutually agreed upon by the District and the Association in the negotiation process.

B. SALARY COMPENSATION

1. Guidance personnel shall receive their normal teaching salary plus 5% additional compensation.

2. For the duration of this contract, Department Coordinators shall receive:

8% of BA step 1, for the applicable year for departments of 3 or less members.

9% of BA step 1, for the applicable year for departments of 4 or 5 members.

10% of BA step 1, for the applicable year for departments of more than 5 members and athletic director(s).

3. Each department coordinator may be required to meet with the Board of Education twice during each school year at the request of the Board and with reasonable written notice.

4. Teachers may be assigned additional class coverage duties during the school day in excess of regular teaching/duty schedules. Teachers may be assigned additional coverage duties as follows:

a. Teacher illness, emergency, lateness, athletic/co-curricula supervisory responsibility (not in excess of two periods). Each teacher may be assigned three (3) such coverage duties during the school year; coverage duties assigned in excess of this number will be compensated at a rate of fifteen dollars (\$15.00) per coverage.

b. Teachers may be assigned additional class coverage duties when deemed necessary by the building administration to facilitate staff development conferences, grade level meetings, or other managerial considerations; such coverage duties will be compensated as assigned but are not to be considered one of the contractually obligatory assignments described in paragraph (a); such coverage duties will be compensated at a rate of fifteen dollars (\$15.00) per coverage.

Under the conditions of the current nine (9) period day, teachers will be assigned class coverage duties for only one (1) preparation period. This designated period will be established by the administration and all teachers will be notified of the class coverage period at the conclusion of the first full week of classes in September.

5. Teachers who are required to work time which is in addition to the school calendar year shall be compensated at the rate of 1/200th per diem of their annual salary in effect at the

time the work is being performed.

6. Teachers who have earned an MA before September 30th of the school year shall receive additional compensation at the rate of \$300. This additional compensation shall be divided equally among pay periods in addition to the teacher's proper placement on the appropriate index. A teacher earning an MA degree between October 1st and February 28th of a school year shall be paid one-half of the above-mentioned compensation for that school year. Teachers who begin working for the District after the 1985-86 school year will not be eligible for this additional Masters compensation.

## ARTICLE VI

### SALARY BY-LAWS

A. Teachers who are required to serve on jury duty will receive full salary during the period of such service, subject to their prompt remittance to the District of an amount equal to the compensation paid to them for such jury duty. Teachers must give the administration notice of any impending jury duty within two (2) working days of receipt of jury notice. Teachers will make every effort to serve jury duty when school is not in session. When excused from jury duty before noon, teachers will return to their school position for the remainder of that day.

B. Paychecks will be issued every other Friday commencing with Friday of the first week of school. Each check will be based on either a 10 or 12 month salary year at the teacher's option. Teachers must select a method of payment not later than September 10th of each school year.

C. With respect to extended weekends (up to an additional two (2) days), pay checks that are due to be issued on a day that school is not in session shall be issued and be negotiable on the school day prior to the recess.

D. All payments for services other than contract salary will be made on a monthly basis and on a separate itemized check with written code explanations.

## ARTICLE VII

### CO-CURRICULAR ACTIVITIES

A. Athletic and Co-Curricular activity positions will be filled on an annual basis by the Superintendent of Schools subject to approval of the Board of Education. The compensation to be paid for these positions appears in Appendix D, E, and F, for coaching positions and Appendix G for advisory positions.

B. All athletic coaching positions and co-curricular vacancies shall be posted and members of the staff shall be given the opportunity to apply for such positions before such positions are publicly advertised.

C. Effective July 1, 1992 when the stage director(s) provide lighting and/or sound equipment for additional activities approved by the District Superintendent or his designee, the teacher will be paid the same rate as assigned chaperones. Included will be preparation, production, and striking the equipment.

## ARTICLE VIII

### TEACHING HOURS AND TEACHING LOADS

A. 1. The assigned weekly teaching load in grades seven through twelve shall be no greater than 30 contact periods, which normally include 25 teaching periods, and five elective or supervised study periods.

2. The high school principal and his designee will consult with each department coordinator in the construction of individual teacher schedules for that department. Interested teachers from the department may participate in the meeting, and will be notified in advance of the time and place of the meeting.

a. In those departments for which there is no coordinator, teachers will be consulted individually.

b. It shall be the responsibility of the high school principal to make final teaching assignments, consistent with item 1, above.

3. Department coordinators and faculty representatives from areas not having coordinators will meet as a group with the high school principal and a representative from the Guidance Department to discuss such scheduling considerations as student population, scheduling priorities, curriculum modifications, and departmental problems which may have impact on other departments.

B. 1. The work of the teachers shall begin no earlier than two (2) work days prior to the first day that students are required to report at the opening of school, and will end no later than one (1) day after the last student attendance day. The work year shall in no event be longer than two (2) days more than the number of days of pupil attendance.

2. The school calendar for each school year shall be determined between the Association and the Superintendent of Schools for the ensuing year with final approval of the Board.

When adopted by the Board of Education, the calendar will be distributed to each teacher.

C. Homeroom assignments shall be distributed on an equitable rotating basis among all unit members except where exclusion is provided elsewhere in the agreement. Homeroom teachers shall be in their assigned rooms or designated areas ten (10) minutes prior to the start of the first period. Teachers are expected to remain in their schools for thirty (30) minutes after the close of school to assist students in studies. However, the normal work day including these times shall not exceed 6-3/4 hours.

D. The membership of the Association and the Board of Education will meet for the purpose of discussing school problems, plans, and items of mutual interest. Such meetings, not to exceed three per school year, may be held at the request of either the Board of Education or the Association at any time during the school year. The meetings are to be informal and are to be jointly presided over by the President of the Association and the President of the Board of Education.

E. Teachers shall have at least one preparation period each day equal to an instructional period, as well as a lunch period of not less than 30 minutes (during which periods they should not be assigned to any other duties). Department coordinators, Art Supervisor and A.V. Coordinator will teach a normal teaching load of five periods and no other assigned periods, to include no assigned homeroom. Athletic Directors will be responsible for teaching nine periods, the fifth teaching period to be assigned on a rotating basis, and there shall be no assigned homeroom.

F. Teachers shall be informed of a telephone number which they should call at least one and one-half hours before the normal work day begins to report their unavailability for work. Once a teacher has reported his unavailability, he shall not be responsible for obtaining a substitute.

G. On or about May 1, but not later than May 15, the administration shall give to each teacher notice of his or her tentative daily schedule or grade assignment for the coming year.

## ARTICLE IX

### EVALUATION

A. Only certified administrative personnel, employed by the District, whose duties are 50% or more administrative, shall be eligible to observe and evaluate teachers. All monitoring or observation of the work performance of a teacher will be conducted openly, with full knowledge of the teacher. The Administra-

tors, with the consent of the teacher, may bring other persons to visit classrooms in the school district.

B. A copy of the written draft of the observation or evaluation report will be presented to the teacher a minimum of two (2) school days before the post observation or evaluation conference is held. The teacher shall have the right to waive this two (2) day requirement.

C. Teachers will be given a copy of any class or visitation report prepared by the administrator, before the report is placed in their files. The report will not be placed in the file of a teacher until it is signed by the teacher and a conference is held between the teacher and administrator, unless both agree a formal conference is unnecessary. Should a conference be requested by either party, it must be held within ten (10) school days after the teacher receives the report.

D. A teacher may have his evaluation reviewed by the Superintendent of Schools if the observation is made by another administrator.

E. Probationary teachers not employed for the following school year will be so notified at least thirty (30) days prior to the expiration of the school year. If a teacher is not notified that he will be denied tenure sixty (60) days prior to the expiration of probationary appointment he shall acquire tenure.

F. Teachers will have the right, upon request, to review the contents of their personnel files and to make copies of any documents in it.

G. No materials derogatory to a teacher's conduct, service, character or personality will be placed in the teacher's personnel file unless the teacher has had an opportunity to review the material. The teacher shall indicate that the material has been reviewed by affixing his signature to the file copy, but such signature in no way indicates the agreement with the contents thereof. In the event that a teacher refuses to affix his/her signature, a second request that he/she sign will be made in the presence of a witness. Should the teacher again refuse to sign, a notation will be placed on or with the material to the effect that the material was reviewed with the teacher. The teacher may submit a rebuttal within thirty (30) school days after its presentation, which rebuttal will be attached to the relevant material.

H. An advisory committee consisting of no more than five MCTA members shall meet with appropriate elementary and secondary administrators to discuss matters, issues, and concerns relative to observation and evaluation procedures. Such meetings may be initiated by request of either party at mutually agreeable times.

## ARTICLE X

### STUDENT DISCIPLINE

A. 1. The teachers, the administration and the Board of Education will cooperate to maintain the highest standard of student discipline in the District.

2. Pupils who so seriously disrupt classroom work as to impede instruction or deprive others of the opportunity to learn will be moved by an Administrator from that classroom for a period of time not to exceed five class periods at the secondary level, or a full day at the elementary level (unless alternative instruction is provided) while a solution is sought to the student's problem.

3. The principal, after consultation with the teacher involved, will determine when the student may be returned to class. Every effort will be made to achieve a satisfactory resolution to the problem promptly and informally when circumstances warrant this approach.

4. Should the circumstances call for a more formal approach, the teacher will be requested to make a detailed oral report before the end of the school day, and a detailed written report within 24 hours, describing the events leading to the removal of the students from class.

5. When the report is received by the Administrator and after consultation with the parents and appropriate school personnel and/or outside agencies, the Administrator will take those steps which in his judgment best serve the needs of the student and the District.

B. The District shall provide an in-school suspension room where students may, if the Superintendent of Schools or principal so desires, attend school during a suspension and yet be segregated from the rest of the student body during the term of suspension.

## ARTICLE XI

### EMPLOYMENT PROTECTION

A. 1. Seniority shall be defined as the period of service with the school district dating from the teacher's initial placement within the appropriate tenure area.

2. In the event that reduction of personnel shall become necessary, teachers will be laid-off according to reverse order of seniority as defined above, consistent with New York State Education Law. In the event of the recall of laid-off teachers, such recall will be accomplished according to seniority.



ty, that is the person with the most seniority will be recalled first.

3. In the event of layoff, the District will make every effort to insure that separated personnel be placed in other teaching situations and employed as a substitute teacher whenever possible.

B. In the event that no successor agreement is reached prior to the expiration of this contract, the terms and conditions of employment contracted herein shall be continued in full force and effect until a successor agreement is reached, except where services cease to be rendered.

C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such action asserted by the Board of any agent or representative thereof, shall be subject to the grievance procedure set forth in Appendix J. In the event of infractions of rules and procedures set forth in this contract, the Superintendent of Schools may, at his discretion, proceed with disciplinary action by referral to the Board. In such cases, the teacher must be made aware of the date, time, and place when charges will be made. Further, the teacher must be informed that he has the right to be present when said charges are made, that he may be advised or assisted by another person of his choosing when said charges are made, and that he may elect to send a representative in his stead when said charges are made, providing that such representative present written authorization from the teacher to so act in the teacher's behalf.

## ARTICLE XII

### PERSONAL INJURY AND PROPERTY BENEFITS

A. Whenever a teacher is absent from school as a result of personal injury caused by an accident or an assault occurring in the course of his employment, he will be paid his full salary (less the amount of any Workmen's Compensation award and disability insurance made for temporary disability due to said injury) for a period of such absence, not to exceed 12 months and no part of such absence will be charged to his annual or accumulated sick leave.

B. 1. The District will reimburse a teacher (less any coverage the teacher might have by other insurance) for any clothing or personal property (except motor vehicles) damaged, destroyed, or stolen in the course of employment, providing the incident is reported to the Administrator immediately upon discovery by the teacher. To claim reimbursement for stolen property, there must be physical evidence of breaking and unlawful entry into the teacher's locked file cabinet, locker or closet, except where the loss occurs at a time when the teacher was absent from the teaching area due to an emergency (i.e. fire

drill, fight in hall, etc.). With respect to items of personal property for which the teacher seeks reimbursement the teacher must also adhere to the following procedures:

Before the teacher brings any personal item into the school for instructional purposes which has a declared value of \$150.00 or more, the teacher shall notify the Administrator of this occurrence one school day in advance, if possible. The Administrator shall then:

a. Request that the item not be used, in which case if the teacher brings the item into school, it will be at his/her own risk; or;

b. Request that the item be stored in the Administrator's Office and may be withdrawn at the specific times needed for instruction; or;

c. Allow the teacher to place the item in the teacher's locked file cabinet, locker or closet, when not in actual use for instructional purposes.

2. The cost of medical, surgical or hospital service (less the amount of any insurance reimbursement) incurred as the result of any injury sustained arising out of and in the course of his employment will be reimbursed to the teacher by the District.

#### ARTICLE XIII

##### SICK LEAVE

A. 1. All teachers will be entitled to 1.5 days of sick leave per month (September through June). Sick leave shall be accumulated from year to year up to 180 days. In the event of need by a teacher who has not accumulated sufficient time, the Superintendent of Schools may advance up to 15 days of sick leave. The District agrees to pay each teacher at a rate of \$25.00 per day for the number of sick days in excess of 180 that are not used at the end of the school year. Such payment shall be made within two weeks of the last day of school in June of that school year.

2. Teachers shall be allowed to use half-days for sickness.

B. 1. A sick bank which has been heretofore established shall continue for the purpose of providing sick days for any unit member whose illness or injury will keep or has kept him/her off the job for more than 20 working days. It is understood that the 20 working days is a waiting period before which the teacher shall be eligible to draw on the bank. The teacher may draw up to 180 consecutive days from the bank for an illness or injury.

2. If the accumulated days in the bank drop below 100

then each teacher shall donate one (1) day from his accumulated sick leave and the Board shall donate one (1) day per unit member.

3. The teacher shall submit, prior to the granting of any days from the sick bank, a written report from his/her doctor or a medical facility stating the prognosis with regard to the approximate date of return to work. This report shall be reviewed by a committee comprised of the President of the Association, the President of the Board of Education and the Superintendent of Schools. The committee shall approve or disapprove the request within five (5) days and may request periodic medical reports concerning the employee's progress.

C. In the case of merit, the District may allow sick leave beyond the above limit.

D. At the discretion of the Superintendent of Schools, a physician's certificate may be required in case of two (2) or more consecutive days absence.

E. Sick leave shall be applied equally and in the same manner to any disability whether or not caused or contributed to by pregnancy, miscarriage, abortion, childbirth and/or recovery therefrom.

F. The District shall notify each teacher upon request at the end of each year of the total cumulative unused sick leave days.

G. Teachers may use up to five (5) days of their yearly sick and personal leave days for immediate family illness. The first of these family sickness days should be counted as a personal day. Immediate family is defined in ARTICLE XV (Paragraph A).

#### ARTICLE XIV

##### PAYMENT FOR UNUSED SICK DAYS

A. Upon retirement, all eligible teachers shall be granted a payment for unused sick days. The payment for unused sick days shall be computed on the basis of \$264.00 for each day of accumulated sick leave up to a maximum of 180 days. Such payment shall be made, at the teacher's option, in one lump sum at retirement, or in equal payments during the last year of employment.

1. To be eligible for unused sick day payment a teacher must:

- a. be an employee of the district for ten (10) years
- b. have twenty (20) years of credited service in the New York State Teachers Retirement System, and

c. have reached the minimum retirement age as specified by the New York State Teachers Retirement System.

B. Teachers who do not retire when they are first eligible to do so pursuant to Subsection "1" above shall relinquish their right to payment for unused sick time. However, no teacher currently employed who elects to retire at the end of the 1995-1996 school year shall be denied this payment.

C. Any teacher, at his/her discretion, shall be eligible for the unused sick leave payment earlier than the minimum requirement age, if the teacher meets the criteria of Subsections A.1.a. and A.1.b. above.

D. The teacher must give reasonable notice of his/her intention to retire. Such notice shall be delivered to the District on or before March 1st in the school year prior to the announced retirement, unless extenuating circumstances prevail.

E. The Board of Education may, at its discretion, waive the requirements of A.1. above and grant the payment for unused sick days stipulated by this article to any teacher making application.

F. Notwithstanding any other provision contained herein, this retirement incentive payment is not available for any employees hired after January 1, 1996.

## ARTICLE XV

### TEMPORARY LEAVES OF ABSENCE

A. Teachers will be entitled to the following temporary leaves of absence with pay each school year:

1. a. Personal leave will be granted for up to three (3) days per school year for the purpose of conducting personal business which cannot be performed at other times. At least two (2) days notice shall be given to the administration except in cases of emergency. Personal days will not be used to lengthen Thanksgiving, Christmas, Winter, and Spring vacations.

b. Teachers shall be allowed to use half-days for personal reasons.

c. Unused personal days shall be accumulated as sick days.

2. In addition to statutory benefits, a maximum of thirty (30) days per school year for persons called into temporary active duty in any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session.

3. Teachers are encouraged to attend educational conferences.

4. Death Leaves. Up to three (3) days leave will be allowed for death in the immediate family. Immediate family should be considered to be: mother, father, sister, brother, child, parent, mother-in-law, father-in-law, or any relative residing within the employee's household. Requests for additional bereavement days beyond the family members listed above may be requested for administrative approval. (i.e. grandparent, close personal friend).

5. A maximum of two days per year will be granted for religious observances upon written notice to the building principal one week in advance. It is understood that the tenet of the religion requires the individual to abstain from work.

6. Leaves taken pursuant to this Article will be in addition to sick leave and not deducted therefrom.

#### ARTICLE XVI

##### EXTENDED LEAVES OF ABSENCE

A. A leave of absence, without pay, may be granted by the Board of Education, upon proper application, to any teacher for the purpose of participation in any educational activity deemed by the Board of Education to be of value to the teacher and the District. At the completion of such leave, and upon resumption of work in the District, all accumulated fringe benefits in existence at the time such leave commenced shall be reinstated; in addition, the teacher shall be paid for experience as he would have been had he continued in the District.

B. A leave of absence, without pay, may be granted by the Board of Education upon proper application by any teacher for any purpose if such leave is felt to benefit the teacher and the District. At the conclusion of such leave and upon resuming work in the District, any accumulated fringe benefits in effect at the time the leave started shall be restored.

C. Child care leave shall be granted whenever the teacher requests same. Such leave shall be applicable to natural births or adoptions. Notice of the intention to request such leave shall be given as soon as possible, preferably no later than two (2) months prior to the commencement of the leave. The leave may extend for the duration of the school year in which the application is made, a semester, or at any appropriate time of the academic year with the consent of the District. Such consent shall not be unreasonably withheld. Such leave shall be without compensation nor shall it apply towards tenure.

D. On any leave of a full year or longer, the teacher will give the District six (6) months notice of intent to return. A

leave of a shorter duration will require two (2) months notification.

## ARTICLE XVII

### SABBATICAL LEAVES

A. Sabbatical leaves may be granted at the discretion and approval of the Board of Education to teachers who have continuously served at least seven (7) years in the District upon written application by February 15th of the preceding school year in which the sabbatical leave is to be taken.

B. When such leave is approved by the Board of Education, it shall be taken for two or three consecutive summers at the rate of one-sixth (1/6) of the annual salary that the teacher will receive commencing September 1st of the following year. Accrual toward future sabbatical leaves shall commence one school year after granting of the sabbatical.

C. While sabbatical leaves will normally be taken during consecutive summers, it is recognized that full year sabbaticals may benefit the District. Such sabbaticals may be approved by the Board of Education, at two-thirds (2/3) pay.

D. Teachers will be informed of the action taken on their applications no later than the first of April after the application has been made. The teacher should make final notification of acceptance or refusal to the Board in writing no later than April 15th. A District application form requesting a sabbatical leave shall be used for making application.

E. Any sabbatical leave which is interrupted for health or Board-approved reasons shall be made up at a future date convenient to the teacher and the Board of Education.

F. At the completion of the sabbatical leave the teacher shall submit to the District a written report outlining the work or study performed.

## ARTICLE XVIII

### INSURANCE

A. 1. The District at its expense shall provide one hundred (100%) percent of the premium cost for the 1999 Empire Plan, together with an optical plan, upon the withdrawal from the East End Health Plan. Such coverage shall be applicable to individual or family plans for each teacher covered by the contract, and for teachers who are on sabbatical or sick leave. The initial third party administrator to the plan shall be Island Group Administration, Inc. Any subsequent third party administrator shall be required to provide the benefits of the 1999 Empire

Plan, together with an optical plan.

For purposes of the employee contribution provisions of the collective bargaining agreement (see below), such option yields an initial premium for family coverage in the amount of \$6,850, and for individual coverage in the amount of \$2,310. These premium amounts shall be inclusive of premiums associated with optical benefits. Thereafter, in subsequent years premium amount shall be established in accordance with experience rates and actual costs.

All employees hired after January 1, 1996, shall be required to contribute 15% toward the cost of the health insurance premiums for the plan they are eligible to receive (Family or Individual). Such contribution shall be pursuant to an IRS 125 Plan. Any teacher currently receiving 100% coverage of their health insurance shall continue to receive such coverage unless such teacher subsequently works a lesser time schedule, and subject to the limitations set forth below.

Those unit members who are not making health insurance premium contributions shall contribute the following annual amounts when the premium costs to the District reach the following levels:

Family Premium - \$8,500 - Employee Contribution - \$250.00  
Family Premium - \$9,000 - Employee Contribution - \$450.00

Should the above premium levels be reached, those unit members receiving individual health insurance coverage shall pay fifty (50%) percent of the amounts reflected above.

The employee health insurance contribution referenced above shall be of no force and effect if the District is unable to withdraw from the East End Health Insurance Plan and enroll into a comparable insurance plan. In that event, the parties agree to reopen negotiations to discuss health insurance provisions of the Collective Bargaining Agreement.

The Association shall annually evaluate the current plan to determine whether or not the existing coverage is equal to the State Plan. If the coverage is not equal to the State Plan, the Association may decide to revert to the State Plan.

2. Any teacher eligible for health insurance electing to not participate shall receive fifty percent (50%) of the premium cost of the year involved. Payments shall be made in the last pay period of the fiscal year involved. Teachers seeking full year reinstatement or deletion in the health insurance plan must inform the District by May 15th of the preceding year. Teachers seeking reinstatement in the health insurance plan during the fiscal year shall be compensated pro rata for the period of non-coverage subject to the rules of the insurance carrier.

B. 1. The District agrees to pay one hundred (100) percent of the premium cost of the Connecticut General Life

Insurance Dental Plan presently in force, Policy No. 0477825-01 dated November 15, 1981, which is incorporated by reference herein (or for an equivalent reasonable and customary plan selected by the Association) for each teacher covered by this contract. Premium payments will be made by the Business Office upon presentation of properly executed invoices.

2. The Association shall be the policy holder with a copy on file in the Business Office.

3. Any refunds, dividends, or other savings paid by the insurance carrier will be held by the Association in an interest bearing account to be used to offset future premium costs or increases; or to increase coverage of aforementioned plans.

C. The District will continue to pay one hundred (100) percent of the health insurance plan, whether family or individual, of the faculty hired by the District on or before June 30, 1988, during their retirement. The District will pay one hundred (100) percent of the individual health insurance plan during retirement for faculty employed by the District on July 1, 1988, or thereafter. Those retirees hired on or after July 1, 1988 who wish to retain the family health insurance plan must annually reimburse the District for the difference between the individual plan and the family plan. The District shall provide exit contracts to retiring unit members in accordance with the provisions of this subparagraph. Sample unit contracts are set forth herein in Appendices H and I.

D. The payment of health insurance premiums by the DISTRICT shall be offered to unit members in direct proportion to the percentage of salary they receive in comparison to their full-time counterparts. All employees who work less than full-time shall be eligible for the buy-back option provided in ARTICLE XVIII, Paragraph A.2, in proportion to the amount of the health insurance premiums contributed by the District.

#### ARTICLE XIX

##### ATTENDANCE

The District shall provide an attendance system and the personnel to operate the same.

#### ARTICLE XX

##### SUMMER SCHOOL

A. In view of budget controls by participating agencies in summer programs, the Board shall determine salaries when programs are approved. All teachers on comparable time basis should receive the same pay. Teachers employed by the District shall be given first refusal privilege for any summer teaching position



opening provided they are certified in the subject matter area.

B. The District shall inform the entire staff of the summer school position openings no later than ten (10) days after the annual budget vote or within ten (10) days after their opening.

## ARTICLE XXI

### PROFESSIONAL STAFF RECRUITMENT

A. Openings for all positions shall be written and distributed to all members of the MCTA through notices in their mail boxes in enough time to allow for applications. Members of the faculty shall be given the opportunity to apply for such positions.

B. The Association President or his designee, as well as department coordinators where applicable, or an Association member selected by the President where there are no coordinators, shall have the opportunity to be present during interviews and actively participate in those interviews.

C. It shall be the obligation of the administrator conducting the interview to:

1. Give reasonable notice to the Association President of the times established for such interviews, in order to give the Association representatives time to examine resumes and references; and

2. Notify the Association President of the date and time when the administrator(s) will present candidates to the Board of Education for approval.

It is understood that the Association representatives will have the opportunity to make recommendations to the Board of Education and to support those recommendations. These recommendations are advisory in nature.

D. All extra-curricular (athletics, co-curricular) positions shall be posted, and members of the staff given opportunity to apply for such positions.

## ARTICLE XXII

### MISCELLANEOUS PROVISIONS

A. Except in emergency, all communications to teachers will be made via notes delivered to the teachers in person or placed in the teacher's mailbox. Teachers should check their mailbox each morning, at noon, and at the end of the school day.

B. Whenever possible, a twenty-four hour notice will be

given to teachers prior to any faculty meetings.

C. Any physical examination which the District or the Superintendent of Schools may require of any teacher shall be paid for in full by the District. Teachers may have an annual physical examination by a licensed physician of choice and the District shall not pay more than \$15.00 for such physical examination. The District will also pay for all flu shots taken by teachers providing they are arranged by the nurse-teacher and school physician and administered in the school health office.

D. Teachers are required to maintain a planbook during their first year of service to the District, to be turned in to the appropriate office each Friday afternoon for administration and/or curriculum coordinator review. All teachers are required: (1) to submit general term plans which constitute an overview of the work planned for the year for each grade level to be taught, before September 30 and (2) to submit contingency plans for three distinct lessons for each class they are assigned. These will be prepared for use by substitutes in the event of teacher absences and will be reviewed by the teacher at the beginning of each year to insure that they remain current and relevant.

E. The District shall make available to each member of the teaching staff a file cabinet, locker or closet, which is capable of being locked. The teaching staff shall keep the aforesaid file cabinet, locker or closet, locked when storing personal items of value.

F. 1. It shall be the sense of this agreement that teachers will advise the Department Coordinator and/or the building principal in preparing recommendations to the Superintendent of Schools and the Board of Education respecting the selection of textbooks and other materials of instruction, development of curriculum, the preparation of departmental requisitions, and proper placement of students for instruction in the annual scheduling process, all of which require professional judgment and affect the instructional program.

2. Teachers, on a volunteer basis only, may assist in lunch period supervision and shall be paid \$12.50 per lunch period.

G. 1. After submitting annual requisitions, teachers will be consulted by their Department Coordinator or by the appropriate principal in making changes in their requisitions for textbooks and other materials of instruction prior to the submission to the Superintendent of Schools. Thereafter teachers will be notified of any changes or deletions in their requisitions by the Department Coordinator and/or appropriate principal. Where items are unavailable, teachers will be permitted to submit alternative requisitions to the Superintendent of Schools.

2. Teachers assigned new preparations after the

budget submission date will be allotted time and authorization to modify existing budgeted items for those new preparations.

H. A private non-pay phone shall be provided in each building for the exclusive use of teachers to conduct school business.

I. 1. The sum of \$5,000.00 shall be included in the District budget each year to provide professional conferences and seminars or workshops for the faculty, and to explore new educational programs.

2. Three half-days, exclusive of the Superintendent's Conference Day, may be provided to the faculty for staff development purposes. These half-days may be used for in-house, full-faculty workshops, conferences, visitations to other schools, investigations of new programs or equipment, or combinations of these. Use of these half-days shall be jointly determined by the Superintendent, or his designee and the Association President or his designee.

J. A non-evaluative Peer Coaching Program shall be established.

K. Any teacher(s) who designs and receives administration approval for a field trip for any of their classes shall be allowed to be involved in all aspects of that field trip.

L. Teachers who use privately owned vehicles for school business shall receive mileage reimbursement equal to the current allowable IRS rate.

M. This agreement and all provisions herein are subject to all applicable laws of the state of New York and regulations and decisions of the Commissioner of Education. In the event any provision of this agreement is held to violate the laws, said provision shall not bind either of the parties but the remainder of the agreement shall remain in full force and effect as if the invalid provision had not been a part of this agreement.

N. 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.

O. This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the Board for the duration of this contract.

P. This agreement shall constitute the full and complete agreement between both parties and may be altered, changed, added to, deleted from or modified only through the mutual consent of

the parties in a written and signed amendment to this agreement.

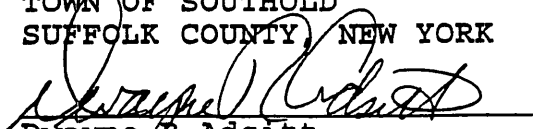
ARTICLE XXIII

DURATION OF AGREEMENT

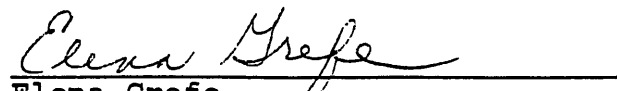
This contract shall be effective as of July 1, 1999 and shall continue in effect through June 30, 2002.

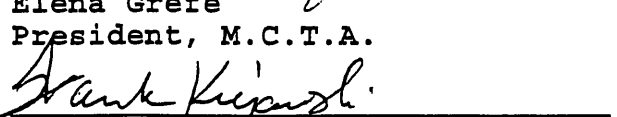
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date and year first above written.

MATTITUCK-CUTCHOGUE  
UNION FREE SCHOOL DISTRICT  
TOWN OF SOUTHOLD  
SUFFOLK COUNTY, NEW YORK

  
\_\_\_\_\_  
Dwayne R. Adsitt  
Superintendent of Schools

MATTITUCK-CUTCHOGUE TEACHERS  
ASSOCIATION

  
\_\_\_\_\_  
Elena Grefe  
President, M.C.T.A.

  
\_\_\_\_\_  
Frank Kujawski  
Chief Negotiator, M.C.T.A.

APPENDIX A

SALARY SCHEDULE 1999-2000

	BA	BA10	BA20	BA30	BA40	BA50	BA60	BA70	MA30	MA40	MA50
STEP						MA	MA10	MA20			
1	31428	32213	32999	33785	34570	35356	36142	36928	37713	38499	39304
2	32150	32954	33757	34561	35365	36168	36973	37776	38580	39384	40207
3	32860	33683	34504	35326	36147	36969	37790	38612	39433	40255	41097
4	33587	34427	35267	36107	36946	37786	38626	39466	40305	41145	42005
5	34330	35188	36046	36905	37763	38621	39480	40338	41196	42055	42935
6	36057	36958	37860	38761	39663	40564	41466	42367	43269	44170	45094
7	37785	38730	39674	40619	41563	42508	43452	44397	45342	46286	47254
8	39512	40500	41487	42475	43463	44451	45438	46426	47414	48402	49414
9	41239	42270	43301	44332	45362	46394	47425	48456	49487	50518	51575
10	42966	44040	45114	46189	47263	48337	49411	50485	51560	52634	53735
1.025	44693	45810	46928	48045	49162	50280	51398	52515	53632	54749	55895
12	46420	47581	48742	49902	51062	52223	53383	54544	55705	56865	58055
13	48147	49352	50555	51758	52963	54166	55369	56574	57777	58981	60214
14	49874	51122	52368	53616	54862	56110	57356	58603	59850	61096	62374
15	51602	52892	54182	55472	56762	58052	59342	60632	61922	63213	64535
16	53329	54662	55996	57329	58662	59995	61329	62661	63995	65328	66695
17	55056	56432	57809	59186	60562	61939	63314	64691	66067	67444	68855
18	55056	56432	57809	59186	60562	63881	65301	66720	68140	69560	71015
19	55056	56432	57809	59186	60562	65824	67287	68750	70213	71675	73175
20	55056	56432	57809	59186	60562	65824	67287	68750	70213	71675	73175
21	56783	58203	59622	61042	62461	67768	69274	70779	72285	73792	75336
22	56783	58203	59622	61042	62461	67768	69274	70779	72285	73792	75336
23	56783	58203	59622	61042	62461	67768	69274	70779	72285	73792	75336
24	56783	58203	59622	61042	62461	67768	69274	70779	72285	73792	75336
25	56783	58203	59622	61042	62461	67768	69274	70779	72285	73792	75336
26	58511	59974	61436	62899	64362	69710	71260	72809	74358	75907	77495
27	58511	59974	61436	62899	64362	69710	71260	72809	74358	75907	77495

APPENDIX B

SALARY SCHEDULE 2000-2001

	BA	BA10	BA20	BA30	BA40	BA50 MA	BA60 MA10	BA70 MA20	MA30	MA40	MA50
STEP											
1	32213	33018	33824	34630	35434	36240	37045	37851	38656	39461	40287
2	32954	33778	34601	35425	36249	37072	37897	38721	39544	40368	41213
3	33682	34525	35366	36209	37050	37893	38734	39577	40419	41261	42124
4	34427	35287	36149	37009	37870	38730	39592	40452	41313	42173	43055
5	35189	36068	36947	37828	38707	39586	40467	41346	42226	43106	44008
6	36959	37882	38807	39730	40655	41578	42503	43427	44351	45275	46222
7	38729	39698	40665	41634	42602	43570	44538	45507	46475	47443	48436
8	40499	41512	42524	43537	44550	45562	46574	47587	48600	49612	50649
9	42270	43327	44384	45441	46496	47553	48610	49667	50724	51781	52864
10	44040	45141	46242	47343	48444	49545	50646	51747	52849	53950	55078
1.025	45810	46956	48101	49246	50391	51537	52683	53828	54973	56118	57292
12	47581	48770	49960	51150	52339	53528	54718	55908	57097	58287	59506
13	49351	50585	51819	53052	54287	55520	56754	57988	59222	60455	61720
14	51121	52400	53677	54956	56234	57512	58790	60068	61346	62624	63934
15	52892	54214	55536	56859	58182	59503	60826	62148	63470	64793	66149
16	54662	56029	57396	58763	60128	61495	62862	64228	65595	66962	68362
17	56432	57843	59254	60665	62076	63487	64897	66308	67719	69130	70576
18	56432	57843	59254	60665	62076	65478	66933	68388	69843	71299	72790
19	56432	57843	59254	60665	62076	67470	68969	70469	71968	73467	75004
20	56432	57843	59254	60665	62076	67470	68969	70469	71968	73467	75004
21	58203	59658	61113	62568	64023	69462	71005	72549	74092	75637	77219
22	58203	59658	61113	62568	64023	69462	71005	72549	74092	75637	77219
23	58203	59658	61113	62568	64023	69462	71005	72549	74092	75637	77219
24	58203	59658	61113	62568	64023	69462	71005	72549	74092	75637	77219
25	58203	59658	61113	62568	64023	69462	71005	72549	74092	75637	77219
26	59974	61473	62972	64472	65971	71453	73042	74629	76217	77805	79433
27	59974	61473	62972	64472	65971	71453	73042	74629	76217	77805	79433

APPENDIX C  
SALARY SCHEDULE 2001-2002

	BA	BA10	BA20	BA30	BA40	BA50	BA60	BA70	MA30	MA40	MA50
STEP						MA	MA10	MA20			
1	33019	33843	34669	35495	36320	37146	37971	38797	39622	40448	41294
2	33778	34622	35466	36311	37155	37999	38845	39689	40533	41377	42243
3	34524	35388	36250	37114	37977	38840	39703	40566	41429	42293	43177
4	35288	36170	37053	37935	38817	39698	40582	41464	42345	43227	44132
5	36068	36970	37871	38773	39675	40576	41479	42380	43281	44184	45108
6	37883	38829	39777	40724	41671	42618	43566	44512	45460	46406	47377
7	39697	40690	41682	42675	43667	44660	45652	46644	47637	48629	49646
8	41512	42550	43587	44625	45663	46702	47739	48777	49815	50852	51916
9	43327	44410	45493	46577	47659	48742	49826	50909	51992	53076	54186
10	45141	46270	47398	48527	49655	50784	51913	53041	54170	55298	56455
1.025	46956	48129	49303	50477	51651	52826	54000	55173	56347	57521	58724
12	48770	49989	51209	52428	53647	54867	56086	57306	58525	59744	60994
13	50585	51850	53114	54379	55644	56908	58173	59438	60702	61966	63263
14	52399	53710	55019	56330	57639	58950	60260	61570	62880	64189	65532
15	54214	55570	56924	58280	59636	60991	62347	63701	65057	66413	67802
16	56028	57430	58831	60232	61632	63033	64434	65834	67235	68636	70071
17	57843	59289	60736	62182	63628	65074	66520	67966	69412	70858	72341
18	57843	59289	60736	62182	63628	67115	68607	70098	71590	73081	74610
19	57843	59289	60736	62182	63628	69157	70694	72230	73767	75304	76879
20	57843	59289	60736	62182	63628	69157	70694	72230	73767	75304	76879
21	59658	61149	62641	64132	65624	71199	72781	74363	75944	77528	79149
22	59658	61149	62641	64132	65624	71199	72781	74363	75944	77528	79149
23	59658	61149	62641	64132	65624	71199	72781	74363	75944	77528	79149
24	59658	61149	62641	64132	65624	71199	72781	74363	75944	77528	79149
25	59658	61149	62641	64132	65624	71199	72781	74363	75944	77528	79149
26	61473	63010	64547	66083	67620	73239	74868	76495	78122	79750	81419
27	61473	63010	64547	66083	67620	73239	74868	76495	78122	79750	81419

APPENDIX D

ATHLETICS - 1999-2000

SPORT	VARSITY	JR. VARSITY / ASST. VARSITY	JR. HIGH
Basketball	\$4,681	\$3,564	\$2,570
Wrestling	\$4,787	\$3,646	\$2,570
Soccer	\$4,017	\$3,141	\$2,329
Field Hockey	\$3,911	\$3,141	\$2,329
Baseball	\$4,387	\$3,370	\$2,329
Volleyball	\$3,911	\$3,141	\$2,329
Softball	\$4,058	\$3,141	\$2,329
Track	\$4,105	\$3,411	\$2,529
Tennis	\$3,734	\$3,141	
Golf	\$3,023		
Bowling	\$2,917		
Cross Country	\$2,917		
Cheerleading	\$2,917	\$2,099	\$1,864
Timekeeper	\$21.32 per hour	(Minimum of 2 hours per event)	

Coaches of the various Varsity sports shall receive an additional five (5) percent of their coaching salary for each level of post season play (county/state playoffs).



APPENDIX E

ATHLETICS - 2000-01

SPORT	VARSITY	JR. VARSITY / ASST. VARSITY	JR. HIGH
Basketball	\$4,798	\$3,653	\$2,633
Wrestling	\$4,907	\$3,737	\$2,633
Soccer	\$4,117	\$3,220	\$2,387
Field Hockey	\$4,009	\$3,220	\$2,387
Baseball	\$4,496	\$3,454	\$2,387
Volleyball	\$4,009	\$3,220	\$2,387
Softball	\$4,159	\$3,220	\$2,387
Track	\$4,207	\$3,496	\$2,591
Tennis	\$3,827	\$3,220	
Golf	\$3,099		
Bowling	\$2,990		
Cross Country	\$2,990		
Cheerleading	\$2,990	\$2,151	\$1,911
Timekeeper	\$21.85 per hour	(Minimum of 2 hours per event)	

Coaches of the various Varsity sports shall receive an additional five (5) percent of their coaching salary for each level of post season play (county/state playoffs).

APPENDIX F  
ATHLETICS - 2001-02

SPORT	VARSITY	JR. VARSITY / ASST. VARSITY	JR. HIGH
Basketball	\$4,918	\$3,744	\$2,699
Wrestling	\$5,030	\$3,830	\$2,699
Soccer	\$4,220	\$3,301	\$2,447
Field Hockey	\$4,109	\$3,301	\$2,447
Baseball	\$4,608	\$3,540	\$2,447
Volleyball	\$4,109	\$3,301	\$2,447
Softball	\$4,263	\$3,301	\$2,447
Track	\$4,312	\$3,583	\$2,656
Tennis	\$3,923	\$3,301	
Golf	\$3,176		
Bowling	\$3,065		
Cross Country	\$3,065		
Cheerleading	\$3,065	\$2,205	\$1,959
Timekeeper	\$22.40 per hour	(Minimum of 2 hours per event)	

Coaches of the various Varsity sports shall receive an additional five (5) percent of their coaching salary for each level of post season play (county/state playoffs).

APPENDIX G

CO-CURRICULAR ACTIVITIES

	1999-2000	2000-2001	2001-2002
Yearbook Advisor	\$3,059	\$3,135	\$3,213
AV Coordinator	\$3,293	\$3,375	\$3,459
Mattitalk Advisor	\$2,288	\$2,345	\$2,404
Office Service Squad	\$894	\$916	\$939
Student Council	\$4,946	\$5,070	\$5,197
Sr. Homeroom Advisor (2)	\$1,270	\$1,302	\$1,335
Jr. Homeroom Advisor	\$894	\$916	\$939
Soph. Homeroom Advisor	\$759	\$778	\$797
Fresh. Homeroom Advisor	\$759	\$778	\$797
Jr. High Advisor ( 2 )	\$894	\$916	\$939
School Play Advisor	\$2,552	\$2,616	\$2,681
Variety Show Advisor	\$2,288	\$2,345	\$2,404
Variety Show Adv ( If 2 )	\$1,158	\$1,187	\$1,217
Stage Director	\$2,517	\$2,580	\$2,645
Stage Directors ( If 2 )	\$1,259	\$1,290	\$1,322
Literary Magazine	\$1,523	\$1,561	\$1,600
Honor Society	\$1,012	\$1,037	\$1,063
Ste Design & Decoration	\$1,917	\$1,965	\$2,014
Driver Eduaction	\$9,705	\$9,948	\$10,197
Dr. Ed. Per Semester / Summer Session	\$4,852	\$4,973	\$5,097
All Clubs	\$759	\$778	\$797
Chaparones ( per hour )	\$21.27	\$21.80	\$22.35
Home Tutoring (per hour)	\$27.78	\$28.47	\$29.18
H.S. Stage Band Director	\$1,282	\$1,314	\$1,347
J.H. Stage Band Director	\$1,282	\$1,314	\$1,347
Select Chorus	\$1,282	\$1,314	\$1,347

Such in-house activities as athletic events, dances, etc., will be compensated as indicated. Chaparoning activity which extends the teacher's day beyond 9 3/4 hours, such as field trips, will be compensated as indicated after 9 3/4 hours.

APPENDIX G (cont.)

CO-CURRICULAR ACTIVITIES

Teachers extending their day beyond 9-3/4 hours in chaperoning activities for which they are being compensated as advisors may not submit additional vouchers for such chaperoning duty.

Teachers chaperoning authorized overnight trips with students, such as the Senior trip, or language club tours, will be eligible for compensation at a rate of \$50.00 per day for Saturdays, Sundays, and legal holidays.

Video Productions: For filming/taping of activities or events approved by the Superintendent or his designee, the teacher will be paid at the same rate as assigned chaperones. Included will be time spent in preparation, time spent in filming/taping, and time spent in editing.

ATHLETICS/CO-CURRICULAR LONGEVITY

A. Coaches and advisors will receive additional compensation as follows:

After 5 years:	Additional 10% of coaching/ advisor salary.
After 10 years:	Additional 10% of both 5 year longevity and coaching/advisor salary.
After 15 years:	Additional 10% of both 10 year longevity and coaching/advisor salary.

B. Credit for accrued coaching service, prior to the 1981-82 school year, shall be at a rate of one-half the number of years of service accumulated in that sport. Where calculation for prior service produces a one-half year credit, that half-year will be counted as a whole year. To be eligible for that prior service credit, teachers must have coached during the 1980-81 school year and not have had a break of greater than four years in coaching that sport.

C. Credit for accrued advisor service, prior to the 1988-89 school year, shall be at a rate of one-half the number of years of service accumulated in that activity. Where calculation for prior service produces a one-half year credit, that half-year will be counted as a whole year. To be eligible for that prior service credit, teachers must have served as advisor of the activity during the 1987-88 school year and not have had a break of greater than four years in service in advising that activity.

D. The following absences from Coaching or Co-curricular service will not count toward longevity, but will also not be considered a break in service. The intent is to preserve the right of the coach/advisor to the position under the circumstances listed.

1. Approved leaves of absence.
2. Individual illness that prevents service.
3. Illness in the teacher's immediate family (with service leave approved by the Superintendent.)
4. If the sport or activity is discontinued by the District and subsequently reinstated.
5. When the Administrator requests a coach/advisor switch sports/activities, any accumulated service would apply to the new sport/activity.

APPENDIX H

EXIT CONTRACT PRE JUNE 30, 1988

PRE JUNE 30, 1988  
EMPLOYEES

TO: [Employee]

RE: Health Insurance Coverage

Dear [Employee]:

This shall serve as an agreement between you and the Board of Education of the Mattituck-Cutchogue Union Free School District that the District shall provide you with fully paid health insurance coverage (individual or family) during your period of retirement as a teacher in New York State. The coverage provided herein results from the fact that you were hired by the Mattituck-Cutchogue Union Free School District prior to June 30, 1988.

Sincerely,

[Superintendent]

APPENDIX I

EXIT CONTRACT POST JUNE 30, 1988

POST JUNE 30, 1988  
EMPLOYEES

TO: [Employee]

RE: Health Insurance Coverage

Dear [Employee]:

This shall serve as an agreement between you and the Board of Education of the Mattituck-Cutchogue Union Free School District that the District shall provide you with fully paid individual health insurance coverage during your period of retirement as a teacher in New York State. If you wish to retain the family health insurance plan you must annually reimburse the District for the difference between the individual plan and the family plan. The coverage provided herein results from the fact that you were hired by the Mattituck-Cutchogue Union Free School District after June 30, 1988.

Sincerely,

[Superintendent]

## APPENDIX J

### GRIEVANCE PROCEDURE

#### A. Declaration of Purpose

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the District and its teachers is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of teachers through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the District and its teachers are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies or in the courts.

#### B. Definitions

1. A grievance is a claim by any teacher or group of teachers in the negotiating unit based upon any event or condition affecting their terms and conditions of employment. These conditions shall include but not be limited to, any claimed violation, misinterpretation, misapplication or inequitable application of law, rules or regulations having the force of law, this agreement, policies, rules, by-laws, regulations, directions, orders, work rules, procedures, practice or customs of the Board, District and Administration.

2. The term Supervisor shall mean any department coordinator, principal, immediate superior, or other administrative or supervisory officer (excluding the Chief Executive Officer) responsible for the area in which an alleged grievance arises.

3. The Superintendent of Schools is the Chief Executive Officer.

4. Association shall mean the Mattituck-Cutchoque Teachers Association.

5. Aggrieved Party shall mean any person or group of persons in the negotiating unit filing a grievance.

6. Party in Interest shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.

7. Grievance Committee is the committee created and constituted by the Association.

8. Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on



grievances hereunder.

### C. Procedures

1. All grievances shall include the name and position of the aggrieved party; the identity of the provisions of law, this agreement, policies, etc., involved in the grievance; the time when and place where the alleged events or conditions constituting the grievance existed; the identify of the party responsible for causing the said events or conditions; if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

2. Except for informal decisions at Stage One A, described below, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth finding of fact, conclusions, and supporting reasons therefore.

3. If a grievance affects a group of teachers and appears to be associated with school district-wide policies, it may be submitted by the Association directly at Stage Two described below.

4. The preparation and processing of grievances, insofar as practicable, should not be conducted during the hours of employment. All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.

5. The District and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning the alleged grievance.

6. Except as otherwise provided in Paragraph E, Stage One A and Stage One B, described below, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and question all witnesses called against him, to testify and to call witnesses on his own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of his grievance procedure.

7. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the District or by any member of the administration against the aggrieved party, party in interest, representative, member of the grievance committee or any other participant in the grievance procedure, or any other person by reason of such grievance or participation therein.

8. Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents as jointly developed by the District and the Association will be available at the District office. The Superintendent of Schools shall then have them printed and distributed

so as to facilitate operation of the grievance procedure.

9. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

10. Nothing contained herein will be constructed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Association provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to be present to state its views on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.

11. If any provisions of this grievance procedure or any application thereof to any teacher or group of teachers in the negotiating unit shall be finally determined by any court to be contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

12. The Superintendent of Schools shall be responsible for accumulating and maintaining an official Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes, and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Stage One A, and all written decisions at all stages. Official minutes will be kept at District expense of all proceedings in Stage Two, Three, and Four. A copy of such minutes will be made available to the aggrieved party and the Grievance Committee within three school days after the conclusion of hearings at Stages Two, Three, and Four shall advise the appropriate hearing officer of any errors in said minutes. Any such claim or error in the minutes shall become a part of the Official Grievance Record and the hearing officer shall indicate the determination made respecting such claimed error. The Official Grievance Record shall be available for inspection and/or copying by the aggrieved party, the Grievance Committee and the Board of Education, but it shall not be deemed a public record.

13. The existence of the procedure hereby established shall not be deemed to require any teacher to pursue the remedies here provided and shall not, in any manner impair or limit the right of any teacher to pursue any other legal remedies available in any other form, provided the original remedy is exhausted or withdrawn before another is undertaken.

#### D. Time Limits

1. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limit specified for either party may be extended only by mutual agreement.

2. No written grievance shall be entertained as described below, and such grievances will be deemed waived unless written grievance is forwarded at the first available stage within sixty (60) school days after the teacher knew or should have known of the act or condition on which the grievance is based.

3. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.

4. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his representative and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

5. In the event a grievance is not resolved prior to the end of the fiscal year according to the time requirements established for each stage of the grievance procedure, the aggrieved party may request in writing to the District and obtain a reasonable postponement until a mutually agreed period, but no later than the first day of student attendance in the new school year. At that time the grievance procedure would resume at whatever stage postponement occurred, and the prescribed time requirements for settlement would again be in effect. It is understood that every effort will be made to avoid unnecessary postponements.

#### E. Stages

##### 1. Stage One: Supervisor

a. A teacher having a grievance will discuss it with the Superintendent of Schools or his other supervisor or both with the objective of resolving the matter informally. The Supervisor will confer with all parties in interest. In arriving at his decision, the Supervisor will not consider any material or statements offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party or his representative present. If the teacher submits the grievance through a representative, the teacher may be present during the discussion of the grievance.

b. If the grievance is not resolved informally, it shall be reduced to writing and presented to the Supervisor within five (5) school days after the written grievance is presented to him the Supervisor shall render a decision thereon in

writing and present it to the teacher, the chairman of the grievance committee, and the Superintendent of Schools. Any consultation pertaining to the grievance with the aggrieved party or witnesses following the informal attempt to resolve the matter must be with the expressed written consent of the aggrieved party or in the presence of the aggrieved party and/or his representative.

2. Stage Two: Superintendent of Schools

a. If the teacher initiating the grievance is not satisfied with the written decision at the conclusion of Stage One and wishes to proceed further under this grievance procedure, the teacher shall, within five (5) school days, after receipt of the Supervisor's written notice, present the grievance to the Association's Grievance Committee for its consideration.

b. If the Grievance Committee determines that the teacher has a meritorious grievance, it will file a written appeal of the decision at Stage One with the Superintendent of Schools within twenty (20) school days after the teacher has received such written decision. Copies of the written decision at Stage One shall be submitted with the appeal.

c. Within ten (10) school days after receipt of the appeal, the Superintendent of Schools, or his duly authorized representative, shall hold a hearing with the teacher and the Grievance Committee or its representative and all other parties in interest.

d. The Superintendent of Schools shall render a decision in writing to the teacher, the Supervisor, the Grievance Committee and its representative within ten (10) school days after the conclusion of the hearing.

3. Stage Three: Board of Education

a. If the teacher and the Association are not satisfied with the decision at Stage Two the Grievance Committee will file an appeal in writing with the Board within fifteen (15) school days after receiving the decision at Stage Two. The official grievance record maintained by the Superintendent of Schools shall be available for the use of the Board.

b. Within ten (10) school days after receipt of an appeal, the Board shall hold a hearing on the grievance. The hearing shall be conducted in a special meeting of the Board.

c. Within ten (10) school days after the conclusion of the hearing the Board shall render a decision, in writing, on the grievance to the concerned parties.

#### 4. Stage Four: Arbitration

a. After such hearing, if the teacher and/or Association are not satisfied with the decision in Stage Three, and the Association determines that the grievance is meritorious and that appealing it is in the best interest of the school district, it may submit the grievance to arbitration by written notice to the Board within fifteen (15) school days after receipt of the decision at Stage Three.

b. Within five (5) school days after such written notice of submission to arbitration, the Board and the Association will agree upon a mutually acceptable arbitrator competent in the area of the grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

c. The selected arbitrator will hear the matter promptly and will issue his decision not later than thirty (30) school days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proof are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issue.

d. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

e. The arbitrator shall have the power to interpret only what is meant by the specific clause in the Agreement which is at issue. The decision of the arbitrator shall be final and binding upon all parties.

f. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the District and the Association.