

COLLECTIVE BARGAINING
AGREEMENT

between

THE BOARD OF EDUCATION
OF THE
SAUGERTIES CENTRAL SCHOOL DISTRICT

and

SAUGERTIES TEACHERS' ASSOCIATION

Affiliated with
New York State United Teachers
American Federation of Teachers
National Education Association
Local 2986

July 1, 2019 – June 30, 2023

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ARTICLE 1
RECOGNITION

- 1.1 The Board of Education of the Saugerties Central School District (“Board”) has recognized the Saugerties Teachers Association (“Association”) as the sole and exclusive collective negotiating agent with respect to wages, hours and other terms and conditions of employment for all certified professional personnel including athletic trainers, registered school nurses and physical therapists, except the Superintendent of Schools, Directors of Special Education, Physical Education and Athletics, Administrative Assistant, Building Principals, Assistant Principals and other administrators above the Assistant Principal level.

ARTICLE 2
GRIEVANCE PROCEDURE

- 2.1 **Definition.** A grievance exists when an employee or a group of employees or the Association (“Grievant”) claims that there has been a violation, misapplication, or misinterpretation of an expressed provision of the Agreement.
- 2.2 The employees shall be represented at all stages by only representative(s) of the Association. A group of employees with a common grievance may file a single grievance through the Association.
- 2.3 If a grievance affects a group of employees or appears to be associated with system-wide policies, or arises from action of the Board, it may be submitted by the Association directly at Step Two.

2.4 **Procedure.**

A. Step One.

A Grievant who feels himself aggrieved shall first confer with his immediate superior. This shall be on an informal basis and the superior may discuss the matter with the Superintendent before reaching a solution. If the grievance cannot be resolved informally, it shall be reduced to writing on the form attached hereto as Appendix A, and presented to the immediate superior. The written statement shall be filed within 60 days of the date upon which the grievant knew of the act or omission giving rise to the grievance and shall contain the general nature of the grievance, the contract provision allegedly violated, and the redress sought by the

aggrieved party. Within five school days after the written grievance is presented, the immediate superior shall render a decision thereon.

B. Step Two.

If the Grievant feels that a satisfactory solution has not been reached, he or she may appeal to the Superintendent within five school days of the disposition of the grievance at Step One. This appeal shall contain the original written statement as to the general nature of the grievance, the contract provision allegedly violated, the redress sought by the aggrieved party and the decision rendered by the immediate superior. Within five school days after receipt of the appeal, the Superintendent or his or her designee at the Central Office level, will meet with the Grievant and/or his or her representative in an effort to resolve the grievance. Within five school days after such meeting, the Superintendent shall render a decision on the grievance in writing.

C. Step Three.

If the Grievant still feels that a satisfactory solution has not been reached, the employee may appeal to the Board by submitting to the Superintendent a written request within ten school days of the disposition of the grievance at Step Two. The request for appeal shall contain the original written statement of grievance submitted at Step One, as well as copies of the decision rendered at Step One and Step Two. A hearing by the Board shall take place no later than the next regularly scheduled meeting which is not less than five school days after receipt of the appeal or at a Special Meeting of the Board called earlier for such purposes. Within ten school days after such hearing, the Board will render its decision in writing to the Superintendent, the immediate superior and the employee.

D. Step Four.

If the Association is not satisfied with the decision rendered at Step Three of the grievance procedure, it may submit the grievance to arbitration by providing written notice to the Superintendent within ten school days after the decision at Step Three. Within five school days after such written notice of submission to arbitration, the Board and the Association will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment, within the specified period, a request for a list of arbitrators will be made to the

American Arbitration Association. The parties shall be bound by the rules and procedures of the American Arbitration Association.

The arbitrator shall limit his decision strictly to the interpretation or application of the expressed provisions of this Agreement relating to issues submitted to him or her. The arbitrator shall be without power or authority to make any decision:

- (a) Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement or any applicable law or rules and regulation having the force and effect of law;
- (b) Involving Board discretion or Board policy or limiting or interfering in any way with the powers, duties and responsibilities of the Board or Superintendent of Schools under this Agreement, applicable law or rules and regulations having the force and effect of law.

The decision of the arbitrator, if made in accordance with his jurisdiction and authority under this Agreement, will be accepted as final by the parties to the dispute and they will abide by it.

The cost for services of the arbitrator, including expenses, if any, will be borne equally by the Board and the Association.

2.5 **Time Limits.** In the event a response to a grievance at Steps Two or Three of Section 2.4 is due at a time during a summer recess, the response shall be due within 15 calendar days after receipt of the grievance.

ARTICLE 3

CLASS SIZE

3.1 It shall be the goal of the Board to maintain class size within the following limits:

Kindergarten	18-23
Pre-First	10-15
Grades 1-4	20-25
Grades 5-6	25-30
Grades 7-12	25-30
Remedial Classes 7-12	20
Psychologist	Two per District

In determining class sizes, attention will be given to the special needs of students being “mainstreamed.” Teachers will be notified as soon as

possible of those students being “mainstreamed.” The District will work to provide an equitable distribution within a building of those being “main-streamed.” Further, School Administrators, Special Education Teachers, and Classroom Teachers will meet, upon the request of any of the above, to review problems in class size due to “mainstreaming.”

- 3.2 It shall be the goal of the Board to maintain class size in the area of Physical Education at a mean which will fall within 30 through 40 range. Classes may exceed 40 and be less than 30 provided the mean is within the range.
- 3.3 Subjects such as Chorus, Band and Driver Education Book Class will be exempt from these goals.
- 3.4 In the event, after October 1st of any school year during the term of this Agreement, the size of a class exceeds the maximum limit stated in section 3.1, the Board and the Association jointly shall appoint a committee which may include members of the Board, District Administrators and the President of the Association to review the situation and to report their recommendations, if any, to reduce the size of the class, or to take such other actions as may be appropriate. This shall not alter or diminish any rights the Association may have regarding the enforcement of the class sizes indicated above.
- 3.5 It shall be the goal of the Board of Education for English, Math, Science and Social Studies teachers in Grades 7-12 that the teaching load not exceed 120 students.
- 3.6 It shall be the goal of the Board of Education to maintain a student load not to exceed 250 students per guidance counselor.

ARTICLE 4

TEACHING HOURS AND RESPONSIBILITIES

- 4.1 The school day for elementary pupils shall be a continuous six hours and thirteen minutes with lunch included.
- 4.2 The school day for secondary students shall be a continuous six hours and thirty-three minutes, with lunch included.
- 4.3 A. Every elementary teacher is expected to be in the building twenty (20) minutes prior to the beginning of the pupil day. Every secondary teacher is expected to be in the building fifteen (15) minutes prior to the beginning of the pupil day, and leave no earlier than two (2) minutes after the pupil day for secondary teachers and seven (7) minutes after the pupil day for elementary teachers. Unit members may be required to attend up to two meetings of up to one hour in length for up to two hours per

month. Such meetings shall be scheduled to start no later than fifteen (15) minutes after the end of the unit member's pupil day. Such hour may be added to extend one-half day staff development days.

- B. In the event there is a change in NYSED regulations regarding either the length of the school year or the hours of instruction, causing the District to be out of compliance, then the Union and the District agree to reopen negotiations solely for the purpose of renegotiating a work schedule that is in compliance with the new regulations. In addition, after the 2021-2022 school year, the parties agree, that upon the request of either party, the parties shall reopen negotiations for the purpose of discussing the restructuring of the school day.

4.4 Within the period of time specified in section 4.1, elementary instructional personnel shall be provided a duty-free lunch period of forty (40) consecutive minutes per day. Elementary instructional personnel shall also be provided duty-free preparation time of 200 minutes per week, based on a five day, week. Every effort will be made to provide a preparation period on a daily basis which will be used for educational activities.

4.5 Within the period of time specified in section 4.2, secondary instructional personnel shall be provided a duty-free lunch period of thirty (30) consecutive minutes per day. Secondary instructional personnel shall also be provided duty-free preparation time of 200 minutes per week, based on a five day week. Every effort will be made to provide a preparation period on a daily basis which will be used for education activities. Secondary instructional personnel will be assigned one (1) duty period per day. ***See. 4.9 f. for those who teach 6 classes.***

Should the secondary school adopt a nine (9) period schedule, the following shall apply:

For the 2020-2021 school year, unit members may be assigned an additional duty for one quarter, or one additional duty every other day for one semester. For the 2021-2022 school year, unit members shall not be assigned a second duty, unless the District can demonstrate a need for a unit member(s) to continue with a second duty. In such case, the District shall meet with the Union to discuss the need for the second duty. Effective July 1, 2022, unit members shall not be assigned a second duty. This paragraph shall apply to all full-time unit members, including Department Chairs.

Unit members may be assigned professional periods, which are designed to support students academically and social emotionally. Professional periods shall not be intended to create a sixth class assignment. Staff

will maintain a log to ensure proper supervision of student attendance, and the proper utilization of professional period time. Examples of professional periods include:

1. Collaboration with colleagues on curriculum
2. Collaboration with colleagues on student needs
3. Parent Teacher Conferences
4. CSE/504 Meetings
5. Working with students, provided it is within the teacher's tenure and certification area(s), who:
 - a. Have been referred by unit members;
 - b. Need to make up assignments and/or assessments. For example, test and quiz make ups; and
 - c. Reach out for assistance beyond the class period.

Professional periods will be posted by teachers in their classroom(s) for student/parent utilization. Teachers shall be required by no later than the second week of school to notify their principal of their specific location during their professional period. In the event that the teacher is in a different location for his/her professional period on a specific day, he/she shall post the change in location on his/her classroom door. The parties shall develop a log to be used and maintained by the teachers, which contains the names of students who attend each professional period. The purpose of the log is to ensure the proper supervision of attendance.

- 4.6 It is recognized by both parties to this Agreement that in addition to the regular pupil day of six hours and thirteen minutes at the elementary level and six hours and thirty three minutes at the secondary level, there is a professional responsibility that requires work beyond the normal school day. This responsibility may encompass club activity, intramurals, academic extra-help, student supervision and other professional responsibilities, but will not involve regular assignments for other professional responsibilities. In such event a teacher is negligent in regard to this responsibility, the building principal shall meet with this teacher in an attempt to remedy the problem. Service on committees which meet after the regular school day shall be voluntary.
- 4.7 The Board and the Association agree that personnel assigned to pupil personnel services, such as librarians, guidance counselors, speech therapists, psychologists, reading specialists and social worker are by the unique nature of their position in a supportive role to the students and classroom teachers. As such, their hours of employment may require that they be available after the normal school day to meet student,

teacher and parental needs. The number of hours of employment shall be consistent with other teachers.

4.8 Teacher attendance responsibilities shall not include a classroom register.

4.9 **Sixth Class Assignments.**

A. Six (6) classes may be assigned in the following secondary areas: English, Foreign Language, Math, Social Studies, Business and Science (excluding lab periods) and shall be posted in faculty lunchrooms and workrooms. A copy of all postings for these positions shall be sent to the Association President.

If a majority of a unit member's six teaching periods are within the areas of English, Foreign Language, Math, Social Studies, Business and Science (excluding lab periods), he/she shall receive the additional compensation for teaching a sixth period.

If a majority of a unit member's six teaching periods are outside of the areas of English, Foreign Language, Math, Social Studies, Business and Science (excluding lab periods), he/she shall not receive the additional compensation for teaching a sixth period.

If a unit member teaches three periods in English, Foreign Language, Math, Social Studies, Business and Science (excluding lab periods), and three periods that are outside of those areas, he/she shall receive one-half of the additional compensation for teaching a sixth period.

B. Volunteers shall be solicited before any assignment is made by the District. If other than a volunteer is assigned, s/he shall not be assigned for more than two consecutive school years to a sixth class. Every effort will be made to assign no more than two teachers per department identified in paragraph "a" to a sixth class.

C. Teachers who instruct a sixth class in one of the areas described in paragraph "A" above shall receive additional annual compensation of \$3,130.

D. The District retains the right to assign six (6) classes to all secondary teachers in areas not described in paragraph "a" above for no additional compensation and without having to fulfill the requirements of paragraphs "a" and "b" above.

E. It shall be the goal of the Board of Education for English, Math, Science, and Social Studies Teachers in Grades 7-12 who are assigned a sixth class that the teaching load not exceed 120 students.

- F. Instructional staff assigned a sixth (6th) class will be relieved of one (1) duty assignment per day. In the event the secondary school adopts a nine (9) period day, instructional staff assigned a sixth (6th) class will be relieved of any duty assignments. In the event the secondary school adopts a nine (9) period day, for the 2020-2021 school year, instructional staff who teach 5.5 periods (with a lab period), shall only be assigned one duty for one quarter, or one duty every other day for one semester. For the 2021-2022 school year and thereafter, the assignment of duties for instructional staff who teach 5.5 periods shall be in accordance with Article 4.5.
- G. No sixth period assignment will result in a unit member not accruing seniority in at least one tenure area, unless agreed to by the unit member.

4.10 **Lead Teachers.** Stipends for Lead Teachers will be set forth in Appendix G.

4.11 **Dress.** It is expected that all unit members will be dressed in a manner befitting their professional positions. The District and the Association shall meet within 60 days of the ratification of this agreement for the purpose of developing guidance regarding appropriate dress for unit members.

4.12 **Countywide Conference Day.**

- A.** The District shall provide transportation to the Countywide Conference Day from a central district location or locations. The District shall designate said location after consultation with the Association. Such meeting shall take place a minimum of one (1) month prior to the Countywide Conference Day, if practicable. The length of the Countywide Conference Day shall not exceed that of the teachers' regular work day.
- B.** Unit members electing not to utilize the District-provided transportation shall not be eligible for mileage reimbursement.
- C.** Prior to the Countywide Conference Day, unit members shall be provided with written notice that they may bring their own lunch. However, the District shall provide limited refreshments.
- D.** During the course of the Conference Day, unit members will be provided with a meal break of thirty (30) minutes.
- E.** Within a month of the completion of each Countywide Conference Day, a joint District-Association survey shall be issued to unit members to determine, by majority vote of a quorum of unit members, whether to continue to participate in future Countywide

Conference Days. If said majority votes not to continue, future conference days will be conducted in-house. The joint survey shall be an anonymous survey returnable electronically, and simultaneously, to the STA and the District.

4.13 **Swipe Cards.**

- A. All unit members whose work location is in the Junior and Senior High School will be given a swipe card to use to enter the building. They will be required to enter the Junior and Senior High School building through electronic access doors and swipe the electronic swipe card each time they enter the Junior and Senior High School building.
- B. Teachers in the Junior and Senior High are expected to use the swipe card every day. Where circumstances prevent the use of the swipe card, a teacher who does not use his or her swipe card to enter the building will notify the office within fifteen minutes after entering the building that he or she is in the building.
- C. If the teacher loses the swipe card, the card shall be replaced by the District at no cost to the Teacher. For any additional lost swipe card, the Teacher will be charged the District's cost for replacement of such card.

4.14 Athletic Trainer

- A. The work year for the Athletic Trainer shall be August 1st through the last contractual work day for ten month unit members. The Athletic Trainer's schedule shall be developed by the Athletic Director, with input from the Athletic Trainer on a bi-weekly basis based on the needs of the athletic program. The Athletic Trainer may be assigned to work on the weekend, during the recess periods, and on District holidays as determined by the Athletic Director and shall receive no additional compensation. It is recognized that the Athletic Trainer will not be required to work more than eighty (80) hours in a two week period, with the understanding of the parties that there may be up to five (5) occasions where the Athletic Trainer will be required to work up to ninety (90) hours in a bi-weekly period. The Athletic Trainer is an overtime exempt position and therefore will not be entitled to overtime pay for any hours worked in excess of forty (40) hours per week. The parties agree that if the Athletic Trainer schedule needs to be revisited, it will be addressed in negotiations for a successor collective bargaining agreement.
- B. The job responsibilities for the Athletic Trainer shall be assigned by his/her Supervisor, consistent with the general responsibilities set forth in the Civil Service job description. In addition, the Athletic

Trainer shall provide yearly recertification training to staff in CPR, AED, and First Aid.

- C. If the Athletic Trainer receives and maintains the following certifications, he/she will receive the following stipend(s) per year:

Certified strength and conditioning: \$1000

Performance enhancement specialist: \$500

Wrestling weight assessor: \$500

ARTICLE 5

PROMOTIONS, ASSIGNMENTS AND REASSIGNMENTS

- 5.1 Vacancy notices pertaining to job descriptions of positions in the negotiating unit shall be posted in each school immediately, both on the Association and the faculty room bulletin boards.
- 5.2 All applicants from within the system will be given consideration.
- 5.3 When a vacancy occurs during a vacation period, an attempt will be made to notify employees. This attempt will be predicated upon time factors, accurate mailing information, and the best interests of the educational program. Employees who aspire to a position other than that presently held should indicate this interest in writing to the Superintendent annually. A list will be maintained and an attempt at notification will be made. A review of the credentials of those applicants from within the system will be given consideration.
- 5.4 The anticipated number of regular K-6 classes in each building for the following school year shall be provided to the Association by June 1st. Teachers desiring a change in grade, subject or assignment, or transfer to another building for which a vacancy has not been advertised, shall file a written statement of such desire by letter to the Department Chairperson (when applicable), Principal involved and the Superintendent. In the consideration of request for voluntary reassignment and/or transfer, the wishes of the individual teacher will be weighed in terms of the educational program. This request must be submitted by June 15th of the current school year.
- 5.5 Vacancies shall be filled on the basis of experience, competency, and qualifications of the applicant. Length of service in the District will be given consideration provided that the qualifications are judged equal to that of other applicants.
- 5.6 The District Clerk will forward to the President of the Association a copy of the agenda and minutes for each regular Board meeting, including

special Board meetings. This will provide the names of all teachers who have been hired, transferred or promoted.

- 5.7 It is recognized that some involuntary transfers of teachers from one building to another or reassignment within their tenure area may be unavoidable. Notice of such involuntary transfer shall be given to teachers involved as soon as practicable. Prior to an involuntary transfer being effective, the building administrator will meet with the affected teacher. The affected teacher will, upon request, be provided the opportunity to discuss the proposed transfer with the Superintendent. Prior to involuntary transfers being implemented, the District will consider requests by interested volunteers. Consideration will be afforded employees in filling positions, in terms of competency, qualifications, seniority and the best interest of the educational program.
- 5.8 Effective with the 2015-2016 school year, the District will notify teachers of their tentative building(s), grade level(s), and/or course(s) by June 1st of the school year, provided that the District shall have until the last day of school to provide such notification in the event the May budget is defeated. It is understood, however, that these assignments are tentative and may be changed as enrollments and programs are altered. Teachers shall be notified in writing, as soon as possible, of changes in their tentative assignments in order to provide adequate planning and budgetary modifications prior to the opening of school.
- 5.9 Work presently being performed by employees will not be contracted to outside agencies unless there are no qualified applicants from within the District for the work. This provision will not apply in the event a student is placed in a facility outside of the attendance boundaries of the District.

ARTICLE 6

ANNUAL PROFESSIONAL PERFORMANCE REVIEW

- 6.1 The purpose of the Annual Professional Performance Review is to determine the competency of all certified and/or licensed professional personnel and to improve the quality of instruction. The APPR Plan annexed hereto as Appendix B, and Article 6, Sections 6.1 through 6.3, shall apply to all unit members who are non-classroom teachers, with the exception of Section 6.2(D), which is only applicable to probationary non-classroom teachers.
- 6.2 **Procedure.**
- A. All supervision and observation of the performance of a unit member will be conducted in a professional manner. There will be no monitoring of unit members by any electronic devices without their consent. All records, including observations, evaluations, personnel files and coaching records, shall be kept in the unit

member's official file in the Superintendent's office. Copies of evaluations and observations will remain in the principal's office.

- B. The APPR plan and evaluation forms will be developed and revised by the Professional Practices Committee and APPR subcommittee in accordance with the regulations of the Commissioner of Education. The District will provide the STA president with a copy of all changes to the APPR plan. The District will provide copies of the APPR to all STA members before the first day of the school year. Both the Professional Practices Committee and the APPR subcommittee will remain as standing committees. Composition of each committee shall have a majority of Association members. The Association shall select Association members of each such committee/subcommittee after consultation with the District.
- C. Formal observations for the purpose of evaluation normally shall be conducted with the knowledge of the unit member, but no advance notice shall be required. This provision shall in no way prohibit administrators from making any other type of supervisory report; when material is added to the unit member's file, the unit member will be given a notice which states: "Materials have been added to your file." Upon request, the unit member will have the right to review and make notes of the contents of his or her official file in the principal's office. Unit members may submit written statements to be included with their official file on any material contained therein.
- D. The Athletic Trainer shall be evaluated by the Athletic Director on an annual basis based on the knowledge and activities performed as outlined in the job description. Should the Athletic Director not be a certified administrator, the evaluation conducted by the Athletic Director shall be reviewed by the Director of Physical Education.
- D. **Probationary Teachers.**
 - 1. Prior to the first formal observation, principals will discuss evaluation procedures and tools with all first year, probationary teachers.
 - 2. Each probationary teacher will have at least three formal observations per year. The probationary teacher may request additional formal observations. Two of these observations shall be completed by the end of the third marking period and not within six weeks of each other. The final observations shall take place prior to June 1st.
 - 3. All probationary teachers will receive a general evaluation prepared by the administration by June 15th. Probationary

teachers will be given an opportunity to review and respond to the general evaluation.

E. Tenured Unit Members

Tenured unit members shall be formally evaluated by a certified administrator once a year and observed at least once every three years in accordance with the current APPR. Tenured unit members may request additional formal observations with a certified administrator.

F. Observation Conferences.

1. The administrator will make every attempt to hold a conference and produce a written observation report as soon as possible following the formal classroom observation.
2. After discussing the report with the administrator, the unit member shall be offered the opportunity to date and sign the report indicating that the report has been reviewed by him or her. Such signature shall not necessarily indicate the unit member's agreement with the contents of the report. Any comments that the unit member may have concerning the observation or report will be permanently attached to it. The failure of a unit member who has been offered the opportunity to sign a report shall not prevent it being inserted in his or her file. The fact of the offer and the refusal by the unit member shall, however, be noted on the face of the report by the administrator.

G. General Evaluation.

1. It will be the responsibility of the building principal to prepare a general evaluation and schedule a conference.
2. The administrator will complete a general evaluation report and hold appropriate conferences prior to the last day of pupil attendance. Unit members will be given the opportunity prior to the last day of pupil attendance to review and respond to their general evaluation.
3. After discussing the evaluation with the administrator, the unit member shall date and sign the evaluation, indicating the evaluation has been reviewed by him or her and such signature shall not necessarily indicate his or her agreement with the contents of the evaluation. Any comments that the unit member may have concerning the evaluation will be permanently attached to the report. A copy of the written evaluation report will be given to the unit member as soon as possible after the general evaluation conference.

6.3 **Satisfactory Performance.** Unit members shall have a reasonable expectation of continued employment provided their services are competent, efficient and satisfactory. This shall not restrict in any manner the Board's right under law or this Agreement to abolish positions and excess staff.

6.4 **Disciplinary or Discharge Action.**

- A. Terminations respecting disciplinary or discharge action against any member of the bargaining unit should be based upon his or her performance as it affects his or her professional responsibilities.
- B. A single observation by an observer in any one year shall not be used as the sole basis for termination of services.
- C. Probationary teachers shall have those rights outlined in Section 3031 of the Education Law and if notified that their services are to be discontinued, shall have the privilege of making a presentation of their cases, either in person, by representative, or both, to the Board.

Non-probationary nurses shall not be disciplined without just cause.

- D. A unit member should be given the reasonable time and opportunity to remedy any deficiencies in his or her performance.
- E. The District shall have the right to discipline, dismiss or reprimand a unit member for the following reasons:
 - 1. Unprofessional behavior
 - 2. Conduct unbecoming to a teacher
 - 3. Incompetence
 - 4. Insubordination
 - 5. Neglect of duty
- F. Nothing contained in this Article shall diminish the right of the Board to discipline, dismiss or reprimand a unit member for these reasons.

ARTICLE 7
CURRICULUM

7.1 Teachers will participate in the development, implementation and evaluation of curriculum. Recommendations regarding curriculum will reflect the professional involvement of the teaching staff.

ARTICLE 8
IN-SERVICE EDUCATION

- 8.1 The school system is interested in developing good in-service pro-grams. Suggestions for programs are invited and solicited. When programs are carried on during school hours, teacher participation will be required. If outside the regular school day, participation will be voluntary. Teachers taking undergraduate work in their related subject field will be granted in-service credit providing prior approval of the course is granted by the Superintendent. In-service credit, as approved by the Board will be granted. For clarification as to the requirements for receipt of credit, please refer to Board of Education Policy which can be found in the library of each school. The suggestions of all personnel and the Association regarding in-service programs are welcomed and encouraged.
- A. The teacher accrues 15 hours of classroom or on-line study. If the teacher is unable to accrue 15 in-service hours in one school year, he/she shall have one additional year to earn the required 15 hours. The time frame for hours earned will be limited to two calendar years.
 - B. Courses that are requirements for compensated extra-curricular positions (coaches) are not eligible for in-service credit.
 - C. Courses taken by teachers in mentoring when not serving as mentors will receive in-service credit.
 - D. All course requests must be submitted to the Superintendent or his/her designee, for approval. The Superintendent's decision is final and is not grievable.
- 8.2 A standing committee, consisting of representatives for the Association, Administration and the Board, chaired by the Superintendent or his designated representative, will make recommendations regarding in-service education needs to the Educational Services Committee of the Board of Education. The Board of Education will render a written decision upon any such recommendations within 60 days of submission.

ARTICLE 9
TEACHER FACILITIES

- 9.1 Teacher facilities will include the following:
- A. Classroom Facilities.
 - 1. Locked storage for the teacher's personal belongings.

2. Adequate storage for instructional materials, supplies and equipment.
3. Adequate chalkboard and bulletin board space.
4. A mounted motion picture screen will be provided.
5. The Board will make every effort to maintain a two-way communications system between each classroom and the building office.
6. As soon as possible, there will be special subject rooms in each school specifically designed for the use of special subject teachers. For the purposes of this section, special subject rooms shall mean art and music.
7. Teaching supplies shall be provided to each teacher prior to October 1st subject to vendor availability.

B. Preparation Facilities.

1. A teacher workroom in each school building containing adequate equipment to aid in the preparation of instructional materials will be provided.
2. Equipment for word processing and printing are adequate equipment for purposes of this section.

C. Personal Facilities.

1. A faculty lounge in each building will be provided. The lounge will be for the exclusive use of the professional personnel. The lounge will not be open to pupils or the general public.
2. The lounge will contain the following:
 - a. Suitable furniture
 - b. Bulletin board space
3. A teacher's eating area physically apart from the student eating area will be provided.
4. Whenever feasible, a consultation room available for teacher use, will be provided.
5. School business will be conducted over the school phone in privacy.

ARTICLE 10

EXTENDED LEAVE, LEAVE OF ABSENCE AND SICK LEAVE OF ABSENCE

10.1 **Extended Leave.** All requests for extended leave, leaves of absence, as well as the requested decision, will be in writing.

- A. Applications for extended leave, with or without pay, shall be submitted to the Superintendent. Upon written request, an employee whose request for extended leave is denied, will be provided with the reasons therefor in writing within 15 days of the next regularly scheduled Board meeting following the leave application. Nothing herein shall limit or restrict the power or discretion of the Superintendent or the Board in considering applications for extended leave. Upon the completion of such a leave, the employee shall be reinstated with previously accumulated benefits.
- B. Military leave will be granted to any teacher who is drafted or recalled into any branch of the Armed Forces of the United States and for one period of enlistment not preceded by such a draft or recall. Upon return from such a leave, a teacher will be granted year-for-year service credit toward salary increments for the period for which he is required to serve. Previous accumulated sick leave will be restored.
- C. Special leave without pay of up to two years will be granted at the discretion of the Board to a teacher who joins the Peace Corps, V.I.S.T.A., National Teacher Corp., or Exchange Teacher Program. Such leaves shall be treated in the same manner as Military Leave.
- D. Parental leave of up to two years will be granted for the birth of a child or the adoption of an infant five years or under. Absent extenuating circumstances (e.g., unforeseen pregnancy complications, serious illness of a child, uncertain date of adoption, etc.) teachers requesting leave shall give 60 days notice to the District prior to the commencement of such leave. The notice shall include tentative commencement and termination of leave. A teacher shall be returned to the same position or a position similar within the tenure area upon 60 days notice to the District of intent to return. Upon return to service, a teacher shall have restored the same benefits accrued at the time the leave commenced. The maximum amount of consecutive parental leave, including circumstances where more than one child is born or adopted, will no be no longer than three (3) consecutive years.
- E. Extended Illness - Any teacher whose personal illness extends beyond the period of accumulated sick leave and is not a member of the sick leave bank will be granted a leave of absence for such

time as is necessary for complete recovery from such illness up to a maximum of two years without pay.

10.2 **Individual Leave.** Each employee is granted annually five days of leave with pay for emergency or personal reasons which may not be accomplished except during school hours. One day of such individual leave will be available to an employee without giving specific reason therefor, on the following conditions:

- (1) it may not be used prior to or immediately after a school vacation or recess;
- (2) it may not be used for recreational or entertainment purposes;
- (3) it will not be used for monetary compensation.

The remaining four days of personal leave are subject to the approval of the Superintendent or his or her designee. Unused individual leave shall accumulate as sick leave.

10.3 **Death in Family or Household.**

- A. An employee, upon notification of the death of employee's spouse, child, step-child, son-in-law, daughter-in-law, parent, guardian, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandfather, grandmother, grandchildren or member of the immediate household, shall be granted his or her next three scheduled working days off with pay, four days off with pay if the employee is required to travel beyond a radius of 500 miles.
- B. Days for deaths other than those specified in Section 10.3(A) may be deducted from the individual's accumulated sick leave or can be requested as individual leave.

10.4 **Title VII Accommodations Days.** Bargaining unit members who require Title VII Equal Employment Opportunity Act accommodations shall be entitled to two (2) such days with full pay each school year provided that at least five (5) days written notice with reasons for such intended use is given to the District, where practicable. Such leave requests shall not unreasonably be denied.

10.5 **Sick Leave of Absence.** First and second year employees, except temporary employees, i.e., those taking the place of teachers on leave (who shall receive what has been established by practice), shall be granted sick leave with pay for fifteen (15) days per year, all unused days being cumulative. Beginning with their third year, unit members shall be granted sick leave with pay for ten days per year. Effective July 1, 2016, the maximum number of unused sick leave days that may be accumulated shall be increased from 235 to 240.

10.6 **Serious Illness In Family.** An employee who is absent from work due to a serious illness within the family may be paid from accumulated Sick Leave provided approval is granted by the Board of Education.

10.7 **Retiree Health Insurance and Unused Sick Leave Days.** Upon retirement the individual shall receive:

A. Provided a unit member is employed by the District for 15 years prior to his/her date of retirement, the District will pay 90% of the health insurance premium cost for individual coverage or 85% of the premium cost for family coverage for unit members who retire on or after February 1, 2007.

B. Unit members shall, upon retirement from the District under the Rules and Regulations of the New York State Teachers' Retirement System or Employees' Retirement System, receive a non-elective employer contribution amount to the unit member's 403(b) account. The value of each unused accumulated sick leave day shall be as follows:

Effective July 1, 2019	\$45 per day
Effective July 1, 2020	\$50 per day
Effective July 1, 2021	\$55 per day
Effective July 1, 2022	\$60 per day

The District agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee, who severs his/her employment with the District during the contract year and who is eligible to apply for and who commences their retirement from the state-sponsored retirement system. The amount of the District's contribution for each eligible employee shall equal the value of such employee's accumulated leave days as determined in accordance with this provision. The District shall make the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended, for the year in which the employee severs employment. The District shall deposit the contribution no later than July 15, following the employee's severance date. See Addendum 2.

C. The two nurses, who were most senior on November 3, 2007, shall receive retiree health insurance in accordance with Article 5(A) of the expired Saugerties Central Schools Nurses Association contract. See Appendix J.

10.8 **Sick Leave Bank.**

- A. Individual employees may contribute one day of their accumulated sick leave to participate in the sick leave bank. Participation by teachers will be voluntary. Teachers electing to participate in such a bank shall submit to the District a waiver of one day accumulated sick leave. Presently accumulated sick leave bank days shall continue.
- B. The bank shall be fully administered by a committee of two administrators, appointed by the Superintendent, and two teachers appointed by the Association. Withdrawal from the sick leave bank shall be limited to teachers who are involved in extended illness or accidents and who have exhausted their sick leave time. Only employees who are members of the bank may withdraw from the bank. Effective with the 2015-2016 school year, unit members who have accumulated the maximum number of unused sick leave may donate one day to the sick leave bank every two years.
- C. The bank shall be renewable when the balance drops below 60 days. A physician's certificate will be required by bank administrators prior to the withdrawal of days from the sick leave bank.
- D. Any amendments to the by-laws of the bank shall be approved by the Board of Education and the President of the Association.

10.9 Eligibility for Full Sick and Individual Leave.

- A. In order to be eligible for full sick and individual leave, a unit member must be on the payroll eighteen (18) weeks or more during the course of the school year. Unit members not on the payroll for such time shall receive a prorated share of such leave.
- B. Any individual hired after the start of the school year shall have his or her sick and individual leave prorated as follows:

	<u>Sick</u>	<u>Individual</u>
September	15	5
October	13.5	4.5
November	12	4
December	10.5	3.5
January	9	3
February	7.5	2.5
March	6	2
April	4.5	1.5
May	3	1
June	1.5	.5
<u>Leave Replacements:</u>	<u>Sick</u>	<u>Individual</u>
September	10	5
October	9	4.5
November	8	4
December	7	3.5
January	6	3
February	5	2.5
March	4	2
April	3	1.5
May	2	1
June	1	.5

- C. Any individual who separates from employment after the start of the school year, except for teachers who retire, shall have his/her sick and individual leave prorated for the year of separation as follows:

First and second year employees:

	<u>Sick</u>	<u>Individual</u>
September	15	5
October	13.5	4.5
November	12	4
December	10.5	3.5
January	9	3
February	7.5	2.5
March	6	2
April	4.5	1.5
May	3	1
June	1.5	.5

Employees in their third year of employment or more:

	<u>Sick</u>	<u>Individual</u>
September	10	5
October	9	4.5
November	8	4
December	7	3.5
January	6	3
February	5	2.5
March	4	2
April	3	1.5
May	2	1
June	1	.5

10.10 In order to be eligible for step movement, a unit member must be on the payroll eighteen (18) weeks or more during the course of the school year. Unit members not on the payroll for such time shall not be eligible to receive step movement.

10.11 Longevity shall be calculated as follows: (1) Only service in the STA bargaining unit shall be counted for purposes of longevity; (2) In order to be credited for longevity movement, a unit member must be on the payroll eighteen (18) weeks or more during the course of the school year. Unit members not on the payroll for such time shall not be eligible to receive longevity movement for that school year; and (3) Substitute

service, other than substitute service for which jarema credit has been granted, shall not count for purposes of longevity. The Athletic Trainer shall be eligible for longevity payments based on years of service.

ARTICLE 11

HEALTH EXAMINATIONS, TINE TESTS AND HEALTH INSURANCE COVERAGE

11.1 **Health Examinations and Tine Tests.** The Board will bear the expense of required health examinations and tine tests for teachers.

- A. Health examinations and tine tests will be required at the time of hiring, and prior to appointment to tenure, and at other times in the interests of health, well being and instruction of children. Each employee may have the privilege of seeing his or her own private physician, if desired, at his or her own expense.
- B. Flu and Hepatitis shots will be provided by the Board to those teachers who request them. Teachers who wish to receive a Flu shot or Hepatitis shot will be required to sign a release prior to receiving the shots.

11.2 **Health Insurance.**

- A. Effective July 1, 2016, the District shall pay 90% of the premium for individual or family health insurance (or 2 person family, if offered) for unit members (other than nurses) who are enrolled in the DEHIC EPO 20 plan, with the unit member paying the remaining 10% of the premium. All other health insurance plans shall have the employee contribution rate of 14% effective July, 1 2019, 14.5% effective July 1, 2020; 14.5% effective July 1, 2021; and 15% effective July 1, 2022.

Notwithstanding the above, the District shall continue to pay 90% of the premium for individual or family health insurance (or 2 person family, if offered), for nurses, with the nurse paying the remaining 10% of the premium.

- B. As soon as practicable following ratification, the District shall implement a full §125 IRC Plan.
- C. If the DEHIC Alternate PPO should no longer be offered by DEHIC, unit members, employed prior to June 1, 2016, shall be entitled to

enroll in the plan DEHIC offers in its place. The District's contribution rate for such plan shall be the same percentage contribution as the DEHIC Alternate PPO (provided the replacement plan is not the EPO 20).

- D. Unit members who are otherwise health insured, may opt out of the District health insurance program and receive a payment of \$1,500. Such payment shall be made in two installments: one on or before November 1st and one on or before April 1st.

Proof of alternative health care coverage shall be provided to the business office by May 15th in order to opt-out by July 1st. New employees must notify the District by September 10th.

Re-entry into the District health insurance plan shall be allowed at any time subject to the posted health insurance plan rules. Re-payment of the annual buy-out monies already received shall be pro-rated and paid to the District within 30 days of reinstatement.

- E. Effective July 1, 2016, CDPHP will no longer be offered as an option for members of the STA and retirees.
- F. All employees hired after June 1, 2016, will be offered DEHIC EPO 20 as their only health insurance option.

- 11.3 Welfare Benefit Trust: The District shall contribute the following amounts to a welfare benefit trust fund for each unit member of the STA who is eligible for health insurance benefits:

Effective July 1, 2019: \$1,480

Effective July 1, 2021: \$1,530

ARTICLE 12

TAX SHELTERED ANNUITIES PROGRAM

- 12.1 The present tax sheltered annuities program shall be continued. A total of 17 companies shall be maintained. A new company may be submitted under the following circumstances: (1) A company is dropped from the list; and (2) A minimum of three employees request the new company.
- 12.2 All monies shall be transmitted within 14 days of the pay day when monies were deducted.
- 12.3 As soon as practicable following December 17, 2015, the District shall implement a 457(b) plan (deferred compensation plan) for unit members upon request.

ARTICLE 13

PRINTING AND DISTRIBUTION OF AGREEMENT

- 13.1 Copies of this Agreement shall be supplied electronically to all unit members. All newly hired unit members shall receive this Agreement upon hiring.

ARTICLE 14

ASSOCIATION PRIVILEGES

- 14.1 Dues deductions shall be available for members of the Association in accordance with the laws of the State of New York.
- A. Deductions shall be spread over a period of twenty pay periods.
 - B. A payment by the Board to the Association shall be made monthly.
 - C. **Vote/Cope.** Voluntary payroll deductions shall be available for Association members for educational lobbying efforts during the first November pay period.
 - D. Voluntary payroll deduction will be available for NYSUT's member benefit plans.
 - E. Agency Fee.
 - 1. Dues Deduction. The Association shall notify the District of its yearly fee on or before September 1 of any given year. The District shall deduct such fee (or Association dues, whichever is applicable) from the paychecks of all members of the bargaining unit, in accordance with the dues deduction procedure herein, and forward such amount to the Treasurer of the Association in a prompt fashion.
 - 2. New Employees. The service charge/dues deduction referred to in E.1 above shall begin on the 30th day following commencement of employment unless such date does not coincide with a payday, in which case, the deduction shall occur on the payday immediately preceding the 30th day. New employees shall be defined as any employee hired after the signing of this Agreement.
 - 3. Affirmation. The Union affirms that it has adopted such procedures for refund of agency fee deduction as required by Section 3 of Chapter 677 and 678 of the Laws of 1977 of the State of New York and such procedure complies with applicable law.

4. If the District is required to reimburse an employee any money deducted under this agency fee provision, should the employee successfully litigate the return of agency fee deductions because of Association refund procedure defects, the Association will repay such sums to the District.
- 14.2 There shall be at least one bulletin board in each school building to be purchased by the Association, for the exclusive use of the Association.
- 14.3 The Association shall have the exclusive use of school mail services and teacher mailboxes for communications and the right to use school facilities for meetings other than during school hours under arrangements mutually developed with the Superintendent. Such privileges shall not be extended to any other employee organization.
- 14.4 Effective through June 30, 2016, the President of the Association shall be released from regular duties for 30 minutes per day for Association activities. Effective July 1, 2016, the President's daily leave time shall be increased from 30 minutes to 40 minutes.
- 14.5 The District shall provide release time, with pay, according to the following provision:
 1. Six (6) days for one Association member for legislative purposes. (The six (6) days may be used in any combination with more than one employee, e.g., three days for two Association members.)
 2. The President and/or designee shall be entitled to represent the Association at any court and/or PERB proceeding involving the Association up to two days per year.
- 14.6 The District shall provide release time, without pay, according to the following provision:
 1. Two (2) days for two Association members to attend the Association's State Affiliates Representative Assembly. The Association shall compensate their delegates to the representative assembly.

ARTICLE 15

SCHOOL CALENDAR

- 15.1 The calendar is subject to change if required in order to meet the minimum requirements of the State of New York. The total days scheduled for students and teachers will be 188. The teacher work year will be 182 days. Any unused snow days will be applied on mutually agreed upon dates established prior to the March meeting of the Board of Education. If there are more than six days canceled during the school

year, each day beyond six shall be rescheduled by the Superintendent after consultation with the STA president.

- 15.2 In the Spring of the year, the Board with the Association's input will establish a calendar for the next school year. This calendar shall provide for prioritized make-up days in the event this becomes necessary.
- 15.3 All unit members will participate in one (1) Fall and one (1) Spring parent/teacher conference session following a school day at a time designated below. Secondary teachers will submit to Administrators two (2) weeks before the conference session a prioritized list of those students who, in their professional judgment, would most benefit from a parent/teacher meeting that day. The Administration will make every effort to schedule these parents as determined by the classroom teacher before opening the schedule to other parents. This provision shall be subject to the grievance procedure up to, but not beyond step two, appeal to the Superintendent.

Parent/teacher conference sessions will be scheduled on Thursdays, but not before a holiday or vacation day/period. On the Friday immediately following the parent/teacher conference session, teachers will not be subject to the restrictions in Article 4.3 of the contract.

On each day of the respective parent/teacher conferences, Association members will begin conferences no earlier than 5:00 p.m. and end their last conference no later than 8:00 p.m. The parties agree that, at the end of the student school day on the scheduled conference days, unit members may leave school and return in time to begin the conferences at 5:00 p.m.

The parties agree that to provide such conferencing time, the school year total number of days scheduled will be 188 and the teacher work year will be 182.

ARTICLE 16

DEPARTMENT CHAIRPERSONS

- 16.1 There shall be Department Chairpersons on the secondary level for the English, Social Studies, Science/Health, Math, Business, Industrial Arts, Art, Guidance, Language, Music, Home Economics, Special Education and Physical Education departments. Each Chairperson shall receive, in addition to their regular pay, \$1,000 in each year of the Agreement, plus

\$35.00 per section in their department which shall include the Chairperson's own sections.

- 16.2 The positions will be filled by appointment by the Board upon recommendation by the Superintendent based on advice of the Principal. Persons selected for these positions shall be appointed for two year terms.
- 16.3 Chairpersons will be informed of their reappointment or replacement immediately following the April Board meeting.
- 16.4 When possible, office space will be provided.
- 16.5 Department Chairpersons will be responsible to the building principals.
- 16.6 Adequate time shall be made available for proper supervision of teachers in the department.
- 16.7 No Chairperson shall have any homeroom or any supervisory duties.
- 16.8 Department Chairpersons shall not be required to teach more than three periods a day if they have 56 total sections in their department or more; four if they have 25-55 sections in their department; five if they have 19-24 sections in their department; and no reduction in class sections if they have less than 19 sections in their department. Included in the number of sections shall be the number of sections the Chairperson teaches.

Effective July 1, 2016, Department Chairpersons shall not be required to teach more than four periods a day if they have 56 total sections in their department or more; five if they have 25-55 sections in their department; and no reduction in class sections if they have less than 25 sections in their department. Included in the number of sections shall be the number of sections the Chairperson teaches.

ARTICLE 17

SUBSTITUTE SERVICES

- 17.1 The Board shall approve, on an annual basis, a list of substitute teachers based upon the recommendation of the Superintendent.
- 17.2 Prior to the first Board meeting in October, representatives designated by the Association will submit substitute names to the Superintendent for his consideration.
- 17.3 The names submitted by the Association, as well as those submitted by the building administrators, will be reviewed by the Superintendent based on their competency and qualifications.

- 17.4 The Board will provide a substitute in the event a member of the unit, except psychologists, speech therapists, reading specialists, guidance counselors, is absent for the day. It is understood that the regular teacher who is absent shall notify the substitute service a minimum of one hour prior to the commencement of teaching responsibilities.
- 17.5 If the occasion should occur whereby a classroom teacher becomes ill during the course of the workday, an attempt will be made to provide a substitute. Factors such as substitute availability, period of time remaining in the workday, and time notification will be taken into consideration.
- Teachers who cover classes during prep periods will be compensated at a rate of \$41.31 (43 minutes). Effective July 1, 2020, this rate shall increase to \$42.03. Effective July 1, 2021, this rate shall increase to \$42.77. Effective July 1, 2022, this rate shall increase to \$43.51
- 17.6 If the occasion should occur where a teacher is unavailable during the work day, other than under Article 17.5, the District will attempt to secure a substitute. In the event a substitute is not available, the District will first use those on the voluntary list as defined in Article 17.5. This list will be updated at least once per semester. In the event that no volunteer is available, the District may assign a unit member from his or her duty to cover classes with compensation being \$13.50 less than the rate per period specified in Article 17.5. A reasonable effort will be made by each building principal to distribute equitably assignments under this provision.

ARTICLE 18

PROFESSIONAL COMPENSATION

- 18.1 All steps of the teacher salary schedule and, L22, L24, L26 and L28 shall be increased as follows:

Effective July 1, 2019	1.5%
Effective July 1, 2020	1.75%
Effective July 1, 2021	1.75%
Effective July 1, 2022	1.75%

All steps of the nurse salary schedule, and L15 (nurses only) shall be increased as follows:

Effective July 1, 2019	3%
Effective July 1, 2020	3%
Effective July 1, 2021	3%

Effective July 1, 2022

3%

18.2 Two basic tracks or preparation levels are provided:

1. Track B - Bachelor's Degree
2. Track M - Master's Degree

The individual hired as the Athletic Trainer shall be placed on either the Bachelors or Masters teachers' salary schedule based on his/her level of education. However, the Athletic Trainer shall max out at Step 16 of the Bachelors or Masters salary schedule.

18.3 Credit Rate.

- A. Payment will be granted for each semester hour of graduate or in-service credit in increments as set forth below, up to a maximum of \$6,600 effective July 1, 2018, \$7,200 effective July 1, 2020, and \$7,800 effective July 1, 2022 (based upon multiplying the current year's credit hour rate for each credit above the B Track or M Track, respectively, up to 60 such credits), to a person on Track B or M, providing the courses have been approved in advance by the Superintendent:

July 1, 2018	\$110
July 1, 2020	\$120
July 1, 2022	\$130

- B. Salary changes will be made effective September 1st, if the approved credits were earned prior to the date and if transcripts are received prior to January 1st. Official transcripts from the university or college are required. Change of track when a person earns an advanced degree will become effective as of the date that the university certifies that all requirements for the degree have been met.
- C. Compensation for graduate credit will not be arbitrarily denied if such credit is within the subject matter/curriculum being taught.
- D. Effective May 5, 2009, unit members who retire will be eligible for a lump sum compensation at the contractual in-service credit rate for up to three (3) in-service credits approved activities taken in their last year of employment. In order to be eligible for payment for the in-service credit, evidence of course completion must be submitted to the Superintendent's Office no later than the effective date of the teacher's retirement. Teachers in their last year of employment prior to retirement may be approved to attend additional eligible in-service activities, but compensation will be limited to a maximum of three (3) credits.

- E. Effective May 5, 2009, any teacher who resigns or is terminated will not be eligible for any compensation associated with in-service credits earned in the year of their separation from the District.
- F. The Athletic Trainer will not be entitled to additional compensation for graduate credits or in-service.

18.4 Prior Service Credit.

- A. A new entrant may be given a maximum of fifteen (15) years prior service credit for placement of the proper step at the time of employment. This shall not be retroactive.
- B. A maximum of five (5) of the fifteen (15) years may be for non-teaching experiences accepted as related to teaching.
- C. Two years of military service may be granted and included. This shall not be retroactive.
- D. A teacher rehired after resignation will be deemed a new entrant.
- E. Prior service credit will be agreed upon at the time of the appointment.

18.5 Special Ratios.

- A. Guidance: Teacher's salary plus $1/180^{\text{th}}$ of their annual salary for each day of service beyond the regular teaching calendar for a minimum of fifteen (15) extra workdays per year. Their work year shall be the regular teachers calendar plus a minimum of fifteen (15) extra workdays per year, commencing July 1st.
- B. Reading Specialists: Teacher's salary x 1.07.
- C. Speech Therapist: Teacher's salary x 1.07.
- D. Psychologist: Teacher's salary x 1.23.

Reading specialists, speech therapists, or school psychologists commencing employment after September 1, 1981, shall not be eligible for the above designated differentials.

- 18.6 Pay Periods.** Paychecks will be distributed to all employees every second Friday of the school year beginning in September and a representative of the Association will meet with the Business Manager to establish dates for the ensuing years of the Agreement. The Athletic Trainer will begin to receive paychecks in August according to the posted payroll schedule.

- 18.7 Special Services Pay.** When a vacancy occurs in an interscholastic athletic position enumerated in Appendix I or hereinafter created, unit members will have preference for appointment thereto over non-unit members. The District may, however, fill the vacancy with a non-unit member if no unit member applies within the application period. A non-

unit member who is appointed to an interscholastic position may be reappointed at the District's discretion notwithstanding any applications for the position submitted by unit members.

- 18.8 Exceptions to the Schedule. The Board retains the privilege of its discretion of exceeding the salary schedule in emergency situations.
- 18.9 Schedule for Deans is attached hereto as Appendix G.
- 18.10 The schedule for extra curricular activities is hereto attached as Appendix H.
- 18.11 The schedule for Inter-Scholastic Athletics is hereto attached as Appendix I.
- 18.12 An instructional rate of \$45 per hour will be paid for instruction provided outside the classroom; however any additional prep time will be at the discretion of the Superintendent.

ARTICLE 19
ELECTRONIC POSTING

- 19.1 All elementary unit members shall be required to electronically post on the District's supplied webpage:

The unit member's email and telephone contact information, supply list, classroom daily schedule, homework policy, grading policy, classroom rules/expectations, Special schedule, where homework assignments will be posted, and where days staying after school will be posted.

All secondary unit members shall be required to electronically post on the District's supplied webpage:

The unit member's email and telephone contact information, course syllabi, supply list, homework policy, grading policy, classroom rules/expectations, where homework assignments will be posted, and where days staying after school will be posted.

ARTICLE 20
STANDING COMMITTEES

- 20.1 As a matter of good teacher-administrator relationship, each principal shall establish a Teacher-Administrator Liaison Committee. The Committee shall consist of the principal and building representatives. Meetings of the Committee shall be arranged at a mutually agreeable

time following a request by any Committee member. The function of the Teacher-Administrator Liaison Committee shall be to assist in maintaining good communication between the Principal and his faculty, and to make effective recommendations to the building principal for solving problems as they arise.

- 20.2 The Elementary Discipline Committees shall consist of the building principal, a primary, intermediate and a special area teacher. The Committees shall review existing discipline plans and report any recommendations thereon to the Superintendent of Schools. Other supportive personnel may be included in the composition of the Committee. Meetings of the Committee shall be arranged at a mutually agreeable time following a request by any committee member.
- 20.3 The Professionalism Committee shall consist of four Board Members or Board-designated administrators and four teachers designated by the Association. It will explore and develop concepts of professional development, including means and structures to enhance and reward the same, with the purpose of making recommendations thereon to the Superintendent of Schools for his and the Board's consideration for possible implementation.
- 20.4 The Elementary Committee shall consist of four teachers, one representative per building, selected by teachers, and four administrators designated by the Superintendent to meet at such times and dates as mutually agreed upon by the Committee members to discuss district-wide concerns.
- 20.5 The Staff Development Committees (one elementary, one secondary) members will be selected by the Association. The committees will develop, at least annually, a program to enhance the professional growth of the staff in conjunction with the building administrators. The program will be approved prior to February 1st of the previous year.

ARTICLE 21

SUMMER EMPLOYMENT

- 21.1 Professional positions other than those specified in this Agreement that pertain to summer employment shall be posted by the Superintendent as soon as they are established. Teachers desiring summer employment shall file a written statement with the Superintendent on or before June 1st of that school year. Preference will be afforded employees providing that the qualifications are judged equal to that of other applicants.
- 21.2 In the event summer employment is established, employees will be compensated as follows:

- A. In those instances where summer employment is a prerequisite or extension of the classroom (i.e., curriculum development) compensation will be \$41.31 per work hour. Effective July 1, 2020, this rate shall increase to \$42.03 per work hour. Effective July 1, 2021, this rate shall increase to \$42.77 per work hour. Effective July 1, 2022, this rate shall increase to \$43.51 per work hour.
- B. In the event 21.2.A does not apply, compensation will be \$32.97 per work hour. Effective July 1, 2020, this rate shall increase to \$33.54 per work hour. Effective July 1, 2021, this rate shall increase to \$34.13 per work hour. Effective July 1, 2022, this rate shall increase to \$34.73 per work hour.

ARTICLE 22
ACADEMIC FREEDOM

- 22.1 The Board and the Association agree that the teacher is entitled to academic freedom in the classroom in accordance with accepted practices of inquiry and research as it relates to the approved courses of study assigned to the teacher.
- 22.2 Teachers shall exercise their professional judgment in the selection and use of materials. An awareness of the age level and maturity of the pupil will be an important factor.

ARTICLE 23
JOB SECURITY

- 23.1 Any teacher properly excessed in accordance with State Education Law shall be given sixty (60) days notice prior to the effective date of the layoff.
- 23.2 If there is to be a reduction in the number of staff positions:
- A. The Board and the Association will attempt to meet the reduction by attrition, to wit, retirement, resignation or death.
 - B. If the Incumbent where the position is abolished is qualified or certified for a vacancy either in the area of his or her tenure or in another area:
 - 1. The teacher will be reassigned to the vacancy in his or her area of tenure, but if this is not possible, then
 - 2. The teacher will be moved to the other area in which he or she is qualified or certified.
- 23.3 Any teacher who is excessed shall be put on a preferred substitute eligibility list for per diem substitute service. A teacher excessed on or after March 21, 2013, shall be eligible for per diem substitute work for two years after being excessed in any area for which they are certified at the rate of 1/180th of the B.A. Step 1 salary step of the salary schedule in existence at the time of their substitute service. Excessed teachers shall also be eligible for per diem substitute service outside their area of certification(s), however, such substitute service shall be compensated at the District substitute rate in effect at the time of such service. This provision shall also apply to any temporary teacher in the District who has served full time for two or more years continuous service in the

District. Temporary teachers shall be paid at the regular substitute's rate.

ARTICLE 24

- 24.1 **Duration of Agreement:** This Agreement shall be effective as of July 1, 2019, and shall continue in effect through June 30, 2023, unless otherwise specified.
- 24.2 **Force and Effect of Agreement.** The Board and the Association agree that all negotiable items presented in the proposals have been discussed during the negotiations leading to this Agreement and agree that negotiations will not be reopened on any mandatory subject of negotiation, whether contained in the Agreement or not, during the life of this Agreement. All Board policies unaltered or unchanged by the language of this Agreement shall remain in force during the term of this Agreement. It shall be the prerogative of the Board to initiate and announce new policies provided, however, that where any such new or changed policies will affect the terms or conditions of teachers' employment, the parties will have such rights and obligations as are provided in Article 14 of the CSL. The Board will discuss all such changed or new policies with the Association prior to implementation and, as soon as expedient, written policies will be distributed to those concerned.
- 24.3 **Renegotiation.** Negotiations must commence no later than March 1st of the year of the expiration of the Agreement.
- 24.4 **Legislative Action.** 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 providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE 25

EARLY RETIREMENT PROGRAM

- 25.1 The District agrees to provide an early retirement incentive program to all unit members electing to participate who have the qualifications listed below.
- 25.2 The employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee who will have been employed by the District for a minimum of ten years as of his/her

effective date of retirement and who submits an irrevocable letter of resignation for the purpose of retirement shall receive the following payment(s):

- A. If such letter is submitted three full years in advance of the date when the teacher is first eligible to retire under the rules of the New York State Teachers' Retirement System without penalty, such teacher shall receive \$8000 for each of their last three years of employment.
- B. If such letter is submitted two full years in advance of the date when the teacher is first eligible to retire under the rules of the New York State Teachers' Retirement System without penalty, such teacher shall receive \$8000 for each of their last two years of employment.
- C. If such letter is submitted one full year in advance of the date when the teacher is first eligible to retire under the rules of the New York State Teachers' Retirement System without penalty, such teacher shall receive \$8000 in their last school year of employment.

ARTICLE 26

ACCEPTABLE USE POLICY

- 26.1 All unit members shall be required to sign for receipt of the District's Acceptable Use Policy and comply with its terms.

ARTICLE 27

FEDERAL GRANTS

- 27.1 Unit members whose salaries and/or benefits are funded through federal grants shall be required to execute the necessary paperwork for the District to receive such funding. In the event that there is a dispute relevant to the accuracy of the paperwork to be submitted, the unit member shall have ten school days to submit written documentation to the Superintendent as to why he/she believes such paperwork is inaccurate. The District shall respond in writing to the unit member's concerns within ten school days. Should there still be a disagreement the District has the discretion to direct the unit member in writing to execute the paperwork or be subject to discipline, except where the unit member has a good faith belief that by signing the document they would be committing a crime.

IN WITNESS WHEREOF, the Saugerties Central School District, by its Board of Education President, and the Saugerties Teachers Association, by its President, has executed this Agreement.

Saugerties Teachers' Association President

Date: _____

Superintendent of Schools

Date: _____

**APPENDIX A
SAUGERTIES TEACHERS ASSOCIATION
GRIEVANCE FORM**

TO BE COMPLETED BY GRIEVANT, OR HIS OR HER REPRESENTATIVE

Name: _____ Title: _____

Work Location: _____

Immediate Supervisor: _____

State all provisions of Agreement involved:

Article _____ Sec. _____

Article _____ Sec. _____

STEP 1

Date of Occurrence: _____

Statement of Facts: (Use additional sheets if required.) _____

Remedy Sought: _____

Date submitted: _____ Grievant: _____

Check to make sure all required information has been provided and give this form to your immediate supervisor.

Check if additional material is attached.

Documents attached: _____

1st STEP DECISION

Date grievance received: _____

Decision (Use additional sheets if necessary) _____

Date decision issued: _____

Title

Check if additional material is attached.

Documents attached: _____

STEP 2 - APPEAL

To be submitted to the Superintendent within five school days of receipt of Step 1 decision or date Step 1 decision was due, whichever is earlier.

The decision at Step 1 of the grievance described on the reverse side is unsatisfactory.

General nature of grievance: _____

Section(s) of the Agreement claimed to have been violated: _____

Remedy sought: _____

Date submitted: _____ Grievant: _____

Check if additional material is attached.

Documents attached: _____

2nd STEP DECISION

Date received: _____ Determination attached.

Date decision issued: _____

Superintendent or designee

Check if additional material is attached.

STEP 3 - APPEAL

To be submitted to the Superintendent within ten school days of receipt of Step 2 decision or date Step 2 decision was due, whichever is earlier.

Attach copies of all documents related to grievance.

Section(s) of the Agreement claimed to have been violated: _____

General nature of grievance: _____

Remedy sought: _____

Date submitted: _____ Grievant: _____

Check if additional material is attached.

Documents attached: _____
