

Approved @ 3/8/22 BOE Meeting
(79)

MEMORANDUM OF AGREEMENT

It is hereby agreed by and between the Saugerties Central School District ("District") and the Administrative and Supervisory Personnel Association ("Union") that the collective bargaining agreement that expired on June 30, 2021, shall be extended for a period of four years (July 1, 2021 through June 30, 2025) and shall remain unchanged except as set forth below:

1. Page 4, Article 1 (Recognition), Add the following titles: Director of Pupil Personnel Services, School Lunch Manager, District Technology Coordinator, Director of Curriculum & Instruction, and Facilities Director.
2. Page 5, Article 3 (Rights of the Association), Section 3.5, revise last paragraph as follows: **"The administrator shall be allowed, upon request, to review the contents of his/her personnel file in the presence of a District representative. In addition, the Administrator may bring a union representative of their choice with them to review the personnel file. The Administrator, upon request, shall be furnished a copy of any document contained therein, at no cost. All personnel files shall be maintained in a confidential manner and will comply with all applicable law and regulations."**
3. Page 8, Article VI (Leaves of Absence), Section 6.1(C), Revise first sentence as follows: **"Unit members shall be eligible for unpaid parental child rearing leave of up to two years ~~may be granted~~ for the birth of a child or the adoption of an infant 5 years of under. Such leave entitlement shall be inclusive of any FMLA leave the unit member is eligible for, regardless of whether the FMLA leave is paid or unpaid."**
4. Page 8, Article VI (Leaves of Absence), Section 6.5, add the following: "Sick leave can be utilized for a dependent child."
5. Page 9, Article VI (Leaves of Absence), Section 6.6, revise as follows: **"A unit member who is absent from work due to a serious illness within the family for ten or less consecutive days may be paid from accumulated sick leave provided the request is approved ~~approval is recommended~~ by the Superintendent and ~~approved by the Board~~. A unit member who is absent from work due to a serious illness within the family for more than ten consecutive days may be paid from accumulated sick leave provided the request is approved by the Board of Education. Family shall include spouse, domestic partner, children, and parents."**
6. Page 9, Article VI (Leaves of Absence), Section 6.7(2)(f), Revise as follows: **"The Superintendent of Schools shall inform the Association of the status of the sick leave bank when requested ~~prior to October 15 of each year~~."**
7. Page 10, Article VII (Retirement Benefits), Section 7.1, Replace the second paragraph with the following: **"All unit members must complete ten (10) years of service with the District to be eligible for health insurance in retirement."**

8. Page 10, Article VII (Retirement Benefits), Section 7.2, Replace with the following:
“Unit members shall, upon retirement from the District under the Rules and Regulations of the New York State Teachers’ Retirement System or the Employees’ Retirement System, receive a non-elective employer contribution amount to the unit member’s 403(b) account for the value of accumulated sick leave days. The value of each unused accumulated sick leave day (up a maximum of 240 days) shall be \$70.00 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 each 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, as amended, for the year in which the employee severs employment. The District shall deposit the contribution no later than sixty (60) days following the employee’s severance date. However, in the event the District’s contribution exceeds any annual limit, the balance shall be paid in the following calendar year(s).”

9. Page 11, Article VII (Retirement Benefits), Section 7.4, move first sentence regarding cash-in of unused vacation leave to Article X and revise as follows:

Effective July 1, 2011, unit members may cash-in up to five (5) days of unused vacation leave per year at an amount equal to 1/240th of the administrator’s annual base salary. **Such payment shall be made as an employer non-elective contribution to the 403(b) account of the unit member.**

Add the following:

“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 each 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, as amended, for the year in which the employee severs employment. The District shall deposit the contribution no later than sixty (60) days following the employee’s severance date. However, in the event the District’s contribution exceeds any annual limit, the balance shall be paid in the following calendar year(s).”

10. Page 11, Article VII (Retirement Benefits), Delete Section 7.5
11. Page 11, Article VIII (Work Year), Section 8.2, Revise as follows: “With the exception of the head custodian, **District Technology Coordinator, and Network System Specialist II**, during the period of time beginning with the first day of school for students and ending with the last student day in June, members of the unit will work the same calendar as that of the instructional unit. **In addition, such unit members shall work two (2) additional days during a recess period(s), with the specific two days being designated by the District by no later than September 1st of that school year. For the 2021-2022 school year, those days shall be April 11, 2022 and April 12, 2022.** The head custodian, **District Technology Coordinator, and Network System Specialist II** shall work the same calendar as the twelve (12) month employees who are members of the CSEA bargaining unit.”

12. Page 12, Article IX (Professional Development), Add a new section 9.2 which provides as follows:

“It is the intent of the District and the Association to encourage members of the Association to develop a personal professional development plan for the purpose of enhancing one’s knowledge and skills in education leadership and pedagogy.

- a. Members of the Association are encouraged to actively participate in their personal professional development. Attendance at local, regional and national conferences is encouraged, and the cost of attendance by members of the Association at conferences, seminars and workshops approved by the Superintendent in advance shall be paid by the District.
- b. Administrators shall receive reimbursement for courses of graduate study previously approved by the Superintendent and successfully completed with at least a grade of "B (or "Pass" for a Pass/Fail course)." One course shall be reimbursable per semester per Association member if approved by the Superintendent. One additional course per unit member will be eligible for reimbursement during the summer upon approval by the Superintendent. Reimbursement will be capped at the SUNY New Paltz rate. The Superintendent may approve additional coursework at his/her discretion. In no event shall the total amount for all unit members exceed \$15,000 in any given year. The Association member who receives said reimbursement will render at least three (3) years of satisfactory service henceforth to the District following the completion of any course. In the event the unit member separates from the district before the end of the three years the unit member shall repay the District the amount of money he/she received in tuition reimbursement. Monies owed shall be deducted from his/her final paycheck or any monies owed upon his/her separation. In the event the unit member owes more money than that which is covered by his/her final pay or separation pay, he/she must issue payment to the District for the remaining monies owed within ninety (90) days of separation.

- c. The District and the Association encourage members of the Association to enter a program of advanced study leading to the Ed. D or Ph. D degree. The District will reimburse tuition costs related to this degree based upon the criteria detailed below. Only programs leading to the Ed. D or Ph. D. which are approved by the Superintendent, will be recognized for compensation or supported for District reimbursement. Reimbursed tuition costs will be based upon the following criteria:
- i. A unit member must file a letter of intent with the Superintendent to participate in a Doctoral program and receive approval for such.
 - ii. Up to \$600 in tuition per doctoral program credit will be reimbursed. Such reimbursement will be made not more than 90 days following the submission of a receipt of tuition payment.
 - iii. Members of the Association must show evidence of admission to a program of advanced study leading to the Ed. D or Ph. D. Degree.
 - iv. Members of the Association must maintain a grade of "B" in all courses taken (or a "Pass" if the class is Pass/Fail).
 - v. Members of the Association must show adequate progress toward attaining the Ed. D. or Ph. D. degree by taking a minimum of three (3) courses each year.
 - vi. Any Association member who receives tuition reimbursement under this section will render at least 5 years of satisfactory service henceforth to the District beginning the July 1 following the attainment of the earned Doctorate degree. In the event that reimbursement is made under this section and the Association member does not earn the Doctorate, he/she will render at least 3 years of satisfactory service following the completion of the last course taken.
 - vii. In the event the unit member separates from the district before the unit member completes the applicable service requirement set forth above, the unit member shall repay the District the amount of money he/she received in tuition reimbursement. Monies owed shall be deducted from his/her final paycheck or any monies owed upon his/her separation. In the event the unit member owes more money than that which is covered by his/her final pay or separation pay, he/she must issue payment to the District for the remaining monies owed within ninety (90) days of separation."

13. Page 12, Article X (Compensation), Add the following to Section 10.1:

- “Unit members shall receive a salary increase of 3.25% effective July 1, 2021.
- Unit members shall receive a salary increase of 3.25% effective July 1, 2022.
- Unit members shall receive a salary increase of 3% effective July 1, 2023.
- Unit members shall receive a salary increase of 3% effective July 1, 2024.

In addition, the following unit members shall receive have their annual salaries increased as set forth below, as a one-time equity adjustment, prior to the July 1, 2021 across the board wage increase:

Carole Kelder	\$5,500
Donald Dieckmann	\$3,000
Susan McKinney	\$3,000
Dawn Scannapieco	\$3,000
Lisajane Kappler	\$3,000

Delete second paragraph regarding linkage to EPO 20 plan in last contract.

14. Page 13, Article X (Compensation), Section 10.2 – Increase the 5, 10, and 15 year longevity by \$500 effective July 1, 2021.

Add the following: “Effective July 1, 2021, upon completion of twenty (20) years of service in one of the titles in this unit, both certified and non-certified unit members shall receive an additional \$4,500 increase in base salary.”

15. Page 13, Article X (Compensation), Revise Section 10.3 as follows: “Effective July 1, 2021, the district will compensate up to three (3) unit members to serve as summer school principals for the Jr./Sr. High level at a rate of ~~\$2,100~~ ~~\$1,750~~ per year, with the understanding that each unit member shall be assigned to serve as summer school principal for two (2) weeks. Should similar opportunities exist at the elementary level, unit members shall be compensated at a rate of \$1,050 per week of summer school. The District will have the right to determine the number of administrators necessary. Unit members who are certified administrators will have the first opportunity for summer work. If such individuals do not wish to accept summer work, the District may employ non-unit members to perform this work. The District recognizes that this will not constitute a breach in the unit’s exclusivity of bargaining unit work.”

16. Page 13, Article X (Compensation), Add new section 10.4 which provides as follows:

“A unit member assigned to the position of Director of Physical Education shall receive an annual stipend of \$2,500.

A unit member assigned to the position of Universal Pre-Kindergarten Coordinator shall receive an annual stipend of \$4,900. Nothing herein shall require the District to maintain or fill this stipend position.

A unit member assigned to the position of Every Student Succeeds Act (ESSA) Program Coordinator shall receive an annual stipend of \$4,900. Nothing herein shall require the District to maintain or fill this stipend position.”

17. Page 13, Article X (Compensation), Add a new section 10.5 which provides as follows: “A unit member who has earned a Doctoral Degree in Education and who did not receive

any tuition reimbursement under Article 9.2, shall receive a one time salary adjustment of \$2,000.

18. Page 13, Article X (Compensation), Add a new section 10.6 which provides as follows:
“Administrators who work in the Night School program shall be compensated at \$56 per hour. Hours shall be assigned by the Superintendent of schools. In the event that no students show up to the Night School program within one (1) hour of the start time on a given day, the administrator may leave, and be compensated for one (1) hour.

Nothing herein shall require the District to maintain the Night School Program.”

19. Page 13, Article X (Compensation), Add a new section 10.5 which provides as follows:
“In the event a unit member is assigned by both the Athletic Director and the Superintendent or his/her designee to chaperone an athletic event, he/she shall be paid \$90 for the event.”

20. Page 13, Article XI (Insurance Provisions), Replace the first four paragraphs with the following:

“The District shall pay 89% of the premium for individual or family health insurance (or 2 person family, if offered) for unit members who are enrolled in the DEHIC EPO 20 plan, with the unit member paying the remaining 11% of the premium. Effective July 1, 2022, the District’s contribution shall decrease to 88%. Effective July 1, 2023, the District’s contribution shall decrease to 87%. Effective July 1, 2024, the District’s contribution shall decrease to 85%.

All other health insurance plans shall have an employee contribution rate of 15%.

All employees hired on or after July 1, 2016, will be offered DEHIC EPO 20 as their only health insurance option.

Effective July 1, 2016, CDPHP shall be eliminated as a health insurance plan option.

Effective July 1, 2021, MVP shall be eliminated as a health insurance plan option.

Effective July 1, 2021, the DEHIC PPO plan shall no longer be offered to unit members, with the exception of the specific unit member enrolled in the plan during the 2020-2021 school year.”

21. Page 13, Article XI (Insurance Provisions), Replace Section 11.2 with the following:
“The District shall contribute \$1,530 per year per unit member enrolled in District health insurance, for such unit members to participate in the Saugerties Teachers’ Association Welfare Benefit Trust. In the event the Association’s participation in the Teachers’ Welfare Benefit Trust is no longer permitted, then the District shall give the equivalent amount to unit members to purchase dental insurance coverage elsewhere.”

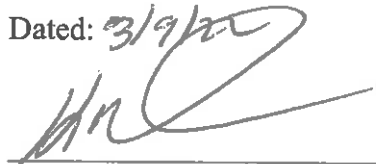
22. Page Article XV (District Cell Phones), Add the following:

“Effective July 1, 2022, all unit members shall receive a payment of \$480 per year for the use of their personal cell phone. The payment shall be paid in the unit members’ paychecks, in equal installments over the course of the year.”

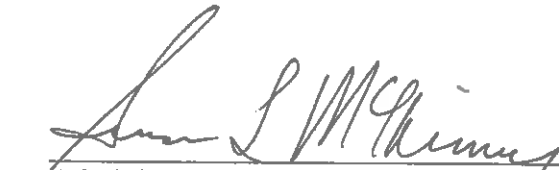
23. The parties agree that as of the date of ratification, there is no longer a practice regarding any summer work week.

24. This Agreement is subject to ratification by the Union and approval by the Board of Education.

Dated: 3/9/22



Saugerties C.S.D.



Administrative & Supervisory Personnel
Association