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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

239
employees
9/27/12

July 1, 2004 – June 30, 2010



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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 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 "mainstreamed." 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 five minutes with lunch included.
- 4.2 The school day for secondary students shall be a continuous six hours and twenty-three minutes, with lunch included.
- 4.3 Every teacher is expected to be in the building twenty (20) minutes prior to the beginning of the pupil day, and leave no earlier than fifteen (15) minutes after the pupil day for secondary teachers and ten (10) minutes after the pupil day for elementary teachers, except that

on Fridays or a day immediately preceding a vacation, a teacher need not remain for the fifteen (15) or ten (10) minutes after the pupil day. In addition, 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.

- 4.4 Within the period of time specified in sections 4.1 and 4.2, instructional personnel shall be provided a duty-free lunch period of thirty (30) consecutive minutes per day.
- 4.5 Within the period of time specified in sections 4.1 and 4.2, all members of the unit shall be provided duty-free preparation time of 150 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.
- 4.6 It is recognized by both parties to this Agreement that in addition to the regular pupil day of six hours and five minutes at the elementary level and six hours and twenty 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.
- 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.
- C. Teachers who instruct a sixth class in one of the areas described in paragraph "A" above shall receive additional annual compensation of \$2,484 effective July 1, 2004; \$2,571 effective July 1, 2005; \$2,674 effective July 1, 2006; \$2,781 effective July 1, 2007; \$2,892 effective July 1, 2008; and \$3,008 effective July 1, 2009.
- 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.

4.10 Lead Teachers. Stipends for Lead Teachers will be increased as follows: 3.5% effective July 1, 2005; 3.5% effective July 1, 2006; 4.0% effective July 1, 2007; 4.0% effective July 1, 2008, and 4.0% effective July 1, 2009.

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.

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 pro-

vided 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 Teachers will be notified by June 1st of the school year of tentative assignments for the coming year. 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.

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. A copy of the APPR Plan is attached hereto as Appendix B.

6.2 Procedure.

- A. All supervision and observation of the performance of a teacher will be conducted in a professional manner. There will be no monitoring of teachers by any electronic devices without their consent. All records, including observations, evaluations, personnel files and coaching records, shall be kept in the teacher'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 As-

sociation 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 teacher, 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 teacher's file, the teacher will be given a notice which states: "Materials have been added to your file." Upon Request, the teacher will have the right to review and make notes of the contents of his or her official file in the principal's or superintendent's office. Teachers may submit written statements to be included with their official file on any material contained therein.

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 Teachers.**

Tenured teachers 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 teachers 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 teacher 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 teacher's agreement with the contents of the report. Any comments that the teacher may have concerning the observation or report will be permanently attached to it. The failure of a teacher 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 teacher 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. Teachers 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 teacher 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 teacher may have concerning the evaluation will be permanently attached to the report. A copy of the written evaluation report will be given to the teacher as soon as possible after the general evaluation conference.

6.3 Satisfactory Performance. Teachers 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 teacher 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 teacher 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 teacher 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 programs. 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 extracurricular 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. Adequate equipment will include a duplicator, three typewriters, and in the elementary schools, a primary typewriter.

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. The maximum number of unused sick leave days that may be accumulated is as follows: 225 effective July 1, 2007; 230 effective July 1, 2008; and 235 effective July 1, 2009.

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, receive a non-elective employer contribution amount to the unit member's 403(b) account equal to \$30 per day for each unused accumulated sick leave 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.
- 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.

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, 2006, the District shall pay 90% of the premium for individual or family health insurance, as chosen by the unit member, with the unit member paying the remaining 10% of the premium.
- B. As soon as practicable following ratification, the District shall implement a full §125 IRC Plan.
- C. Effective July 1, 2006, or as soon thereafter as practicable, the DEHIC Alternate PPO will replace the present health insurance program.
- 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. In the 2000-01 school year only, a pro-rated buy-out will be available to employees who select the buy-out at the time the DEHIC PPO Plan is implemented.

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.

11.3 Welfare Benefit Trust: Effective July 1, 2006, less the amount already paid by the District for dental premiums for the 2006-2007 school year, the District shall contribute the following amounts to a welfare benefit trust fund for each full-time unit member:

July 1, 2006	\$1000
July 1, 2007	\$1050
July 1, 2008	\$1100
July 1, 2009	\$1150

11.4 District employees whose spouses have chosen not to participate in their employer's health insurance plans and receive compensation for non-participation in said programs, shall only be entitled to individual coverage under the District's health insurance and shall be ineligible for family coverage under the District's health insurance plans.

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.

ARTICLE 13
PRINTING AND DISTRIBUTION OF AGREEMENT

- 13.1 Copies of this Agreement shall be printed or reproduced at the expense of the Board and shall be supplied to all unit members. All newly hired unit members shall receive a copy of 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 The President of the Association shall be released from regular duties for 30 minutes per day for Association activities.
- 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. In the 2003-04 school year, the Staff Development Committee will have the right to discuss the content of a staff development day with the Superintendent prior to implementation.

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. A copy of the calendar is attached hereto as Appendix C.

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, \$500 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 or more sections in their department. Department Chairpersons with less than 25 shall teach no more than five sections. 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 \$32.30 per hour effective July 1, 2004; \$33.43 per hour effective July 1, 2005; \$34.77 per hour effective July 1, 2006; \$36.16 per hour effective July 1, 2007; \$37.61 per hour effective July 1, 2008; and \$39.11 per hour effective July 1, 2009.

ARTICLE 18
PROFESSIONAL COMPENSATION

18.1 Salary:

- A. The Bachelors and Masters Schedules shall be increased as follows plus step: 3.5% effective July 1, 2004; 3.5% effective July 1, 2005; 4.0% effective July 1, 2006; 4.0% effective July 1, 2007; 4.0% effective July 1, 2008; and 4.0% effective July 1, 2009. Appendices E, F, and G will be increased by the same amounts

- B. The salary schedules for 2004-05, 2005-06, 2006-07, 2007-08, 2008-09, 2009-10 shall be appended to the Agreement as Schedule D-1 (Bachelor's Degree) and D-2 (Master's Degree).

18.2 Two basic tracks or preparation levels are provided:

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

18.3 Probationary teachers shall receive \$400 less than their appropriate schedule step salary during each year of the period of their probation unless there is a specific recommendation to the contrary by the Superintendent.

18.4 **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 \$4800 in 2005-06, \$4800 in 2006-07, \$5400 in 2007-2008 (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, 2005-	\$80
July 1, 2006-	\$80
July 1, 2007-	\$90

- 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.

18.5 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.

18.6 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 \times 1.07.
- C. Speech Therapist: Teacher's salary \times 1.07.
- D. Psychologist: Teacher's salary \times 1.23.

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

18.7 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.

18.8 Special Services Pay. When a vacancy occurs in an interscholastic athletic position enumerated in Appendix G 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.

standing any applications for the position submitted by unit members.

18.9 Exceptions to the Schedule. The Board retains the privilege of its discretion of exceeding the salary schedule in emergency situations.

18.10 Schedule for Deans is attached hereto as Appendix E.

18.11. The schedule for extra curricular activities is hereto attached as Appendix F.

24.3 The schedule for Inter-Scholastic Athletics is hereto attached as Appendix G.

ARTICLE 19
STANDING COMMITTEES

19.1 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.

19.2 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.

19.3 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.

- 19.4 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.
- 19.5 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 20
SUMMER EMPLOYMENT

- 20.1 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.
- 20.2 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 \$31.21 per work hour and increased by 3.5% to \$32.30 effective July 1, 2004; 3.5% to \$33.43 effective July 1, 2005; 4.0% to \$34.77 effective July 1, 2006; 4.0% to \$36.16 effective July 1, 2007; 4.0 % to \$37.61 effective July 1, 2008; and 4.0% to \$39.11 effective July 1, 2009.
 - B. In the event 20.2.A does not apply, compensation will be \$31.21 per work hour.

ARTICLE 21
ACADEMIC FREEDOM

- 21.1 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.
- 21.2 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 22
JOB SECURITY

- 22.1 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.
- 22.2 All teachers who, as a matter of law are in the employ of the District on or after September 1st, shall not be excessed from their teaching position for the remainder of the September to February school term. All teachers, who as a matter of law are in the employ of the District on or after February 1st, shall not be excessed from their teaching position for the remainder of the school year.
- 22.3 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.

22.4 Any teacher who is excessed shall be put on a preferred substitute eligibility list for per diem substitute service. An excessed teacher shall be eligible for per diem substitute work 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.

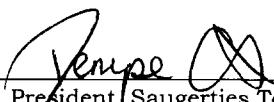
ARTICLE 23

- 23.1 **Duration of Agreement:** This Agreement shall be effective as of July 1, 2004, and shall continue in effect through June 30, 2010, unless otherwise specified.
- 23.2 **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.
- 23.3 **Renegotiation.** Negotiations must commence no later than March 1st of the year of the expiration of the Agreement.
- 23.4 **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 24
EARLY RETIREMENT PROGRAM

- 24.1 The District agrees to provide an early retirement incentive program to all unit members electing to participate who have the qualifications listed below.
- 24.2 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.
- 24.3 The employer agrees to make an Employer Non-elective Contribution, in the amount of \$6000, to the 403(b) account of each covered employee who submits an irrevocable letter of resignation for the purpose of retirement between July 1, 2006 and January 1, 2007 with a retirement date effective on or before June 30, 2007. Unit members who elected to participate in the Early Retirement Program described in Article 24.2 by submitting a resignation for the purpose of retirement prior to July 1, 2006, regardless of the effective date of retirement, shall not be eligible for this \$6000 payment.

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.

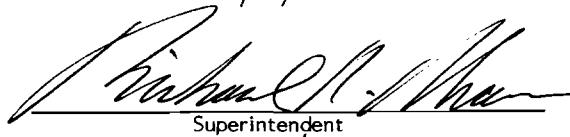


President, Saugerties Teachers Association
Date: 2/29/08

The Saugerties Central School District, by its Board President,
hereby ratifies the above Agreement.



Board President
Date: 3/4/08



Superintendent
Date: 3/3/08

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: _____

APPENDIX B

SAUGERTIES CENTRAL SCHOOLS
ANNUAL PROFESSIONAL PERFORMANCE REVIEW PLAN
September 1, 2007—June 30, 2010

CRITERIA FOR EVALUATION

In accordance with NYSED regulations, teachers shall be evaluated annually on eight criteria:

- Content Knowledge—knowledge of the subject matter and curriculum
- Preparation—employing the necessary pedagogical practices to support student learning and development of critical content, skills, and higher order thinking
- Instructional Delivery—delivery of instruction that results in active student involvement, appropriate teacher/student interaction and meaningful lesson plans resulting in student learning and critical thinking
- Classroom Management—skills supportive of diverse student learning needs that creates an environment conducive to student learning
- Student Development—knowledge of student development, understanding and appreciation of diversity, and the application of developmentally appropriate instructional strategies for the benefit of all students
- Student Assessment—implementation of assessment techniques based on appropriate learning standards designed to measure students' progress in learning
- Collaboration—development of effective collaborative relationships with students, parents or caregivers, and appropriate support personnel to meet the learning needs of students
- Reflective and Responsive Practice—willingness and ability to review and effectively assess practice, and make appropriate adjustments on an ongoing basis

Pupil Service personnel not directly or consistently involved in instruction (social workers, psychologists, occupational and speech therapists, counselors, nurses, etc.) will be evaluated on similar criteria, adapted to reflect their responsibilities. Specifically, non-teaching professional personnel will be evaluated on:

- Professional Knowledge—knowledge of subject matter and professional responsibilities
- Preparation—employing pedagogical practices to support student performance
- Delivery of Service—delivery of service that results in active student involvement, appropriate teacher/student interaction and student progress
- Student Development— knowledge of student development, understanding and appreciation of diversity, and the application of developmentally appropriate techniques for the benefit of all students
- Student Assessment— implementation of assessment techniques designed to measure students' progress in learning
- Collaboration—development of effective collaborative relationships with students, teachers, parents or caregivers, support personnel, colleagues, and community resources to meet the learning needs of students

Reflective and Responsive Practice—willingness and ability to review and effectively assess practice, and make appropriate adjustments on an ongoing basis
Student Management—skills supportive of diverse student learning needs that create an environment conducive to student learning

ASSESSMENT APPROACHES

The following assessment methods will be used in the evaluation of professional personnel.

Observation/Evaluation Form (Appendix A)—Two versions of these forms exist, one for instructional and one for pupil services personnel. The observation form is designed to be completed by an administrator as the result of a formal observation. The evaluation form is designed to be completed through an administrator/teacher conference based on input from both parties. The forms are correlated to, and should be used with, the appropriate APPR rubric. A self-review process may be utilized as a part of this approach.

APPR Rubric (Appendix A)—There is a form of this rubric to correlate with each version of the Observation/Evaluation Form. The rubric clearly delineates expectations for professional performance and growth. The rubric is an integral part of the evaluation process, as a basis for evaluation and post-observation meetings, or as a vehicle for teacher reflection or input. It is also useful as the basis of conversations between teachers and department chairs, mentors and mentees, or between colleagues when reflecting on practice. The rubric may be revised annually by the APPR subcommittee in accordance with the Professional Development Plan.

Alternate Assessment—This option provides for teachers to design a project or assessment procedure either individually or collaboratively with colleagues. The alternate assessment must be based on one or more of the evaluation criteria, and must receive prior approval by the building principal. Guidelines for the Alternate Assessment are provided in Appendix B.

Portfolio—The portfolio is required by NYSED regulations for teachers with initial or transitional certificates. It contains exemplars of each of the evaluation criteria. It will be evaluated as a part of the annual evaluation conference, based on the APPR rubric. Portfolio guidelines are provided in Appendix C.

EVALUATION GUIDELINES

Non-tenured teachers—will be evaluated a minimum of three times per year using the Observation/Evaluation form and APPR rubric. The Annual Evaluation portion of the form will be used only in the third or final evaluation each year. Teachers with initial or transitional certificates will also maintain a portfolio to be evaluated in the final

evaluation of each year. Non-tenured teachers have the option of participating in or completing an Alternate Assessment in addition to these requirements.

Tenured teachers—will be evaluated every year, optimally in the second half of the year. They will be formally observed a minimum of once every three years on a schedule to be developed by the building principal, using the Observation/Evaluation form and APPR rubric. The teacher has the option of completing or participating in an Alternate Assessment in addition to the required observation process.

In each of the other two years of the three-year cycle, the teacher has two options. The teacher may complete or participate in an Alternate Assessment, or the Observation/Evaluation form and APPR rubric can be completed in an administrator/teacher conference based on input from both parties.

Professional Goals—Each year, every teacher will set at least two goals for the following school year in collaboration with the building principal as a part of the final evaluation process. One goal will deal specifically with the improvement of student performance. The other will be a professional goal based on the APPR Rubric. Additional goals may be developed at the discretion of the teacher and/or administrator. Sample goals are provided in Appendix D.

TEACHER IMPROVEMENT PLAN

The purpose of the Teacher Improvement Plan (TIP) is to:

- Identify concerns related to professional performance
- Set goals that focus on improvement/growth
- Provide administrative assistance
- Provide accountability for administrator's recommendation(s)

The goal of the Teacher Improvement Plan is to provide support through communication, discussion and collaboration in the area(s) of significant concern. The administrator and teacher will determine strategies or steps to be taken to overcome the deficiencies, but it is agreed that the primary responsibility for overcoming the deficiencies remains with the teacher. The administrator and teacher will agree on a mutual timeline to improve any noted deficiencies.

When a Teacher Improvement Plan is indicated, the following guidelines should be followed:

1. The administrator will recommend a teacher for the Teacher Improvement Plan when the concerns are such that an intensive intervention process is necessary.
2. The principal will schedule a formal meeting for the purpose of developing the TIP. The teacher is entitled to union representation at this meeting. Other parties may participate

in these meetings as warranted by circumstances. A sign-in sheet for those present in the TIP development meeting will be attached to the TIP document.

3. The building principal will list areas needing improvement as indicated by the evaluation process on the form provided (Appendix E).
4. The building administrator and teacher will list a description of steps or strategies to address the areas needing improvement.
5. The building administrator and teacher will list resources, available district materials and workshops to help the teacher improve.
6. The building administrator and teacher will agree upon a timeline for the process and a date for the follow-up evaluation.
7. Additional observations/meetings between the administrator and teacher will take place as needed.
8. The teacher will provide evidence of satisfactory improvement in the designated areas.
9. Future evaluations will reflect changes, if any, in the deficiency areas.
10. The Teacher Improvement Plan and all records of subsequent observations/meetings/evaluations will become part of the teacher's evaluation record.

If the goals of the Teacher Improvement Plan are not achieved, the District may take further action with regard to the areas of concern.

TRAINING IN PERFORMANCE EVALUATION

In the 2007-2008 school year, all professional personnel will receive training familiarizing them with the Observation/Evaluation form, the APPR Rubric, the Alternate Assessment options, and the Teacher Improvement Plan. Each subsequent year, all professional personnel will be informed of any changes to the APPR rubric. New teachers will receive training in all of the above, as well as familiarity with evaluation procedures in general, and portfolio expectations. All teachers will receive support in the development of appropriate goals. A bank of sample goals will be developed and made available in each school office.

The administrators will all receive all of the above training. In addition, they will receive training in the most effective uses of the instruments and best practice in evaluation and observation. As a part of the Professional Development Plan, they will participate in training on instructional leadership, instructional models, and best instructional practice, which will support the evaluation conferences.

Saugerties Central Schools
INSTRUCTIONAL OBSERVATION FORM

TEACHER:	
SCHOOL:	
DATE:	
ADMINISTRATOR:	

DIRECTIONS: For each performance indicator, please check the box that best describes the teacher's performance.

RATING CHOICES:

Satisfactory
 Unsatisfactory
 Not Assessed

	Satisfactory	Unsatisfactory	Not Assessed
1. Creates a positive, safe, and supportive environment for all students. (CM ID P SD RR C)			
2. Maintains positive student behavior. (CM C P SD ID RR)			
3. Uses appropriate preventive/ disciplinary strategies. (CM SD C RR)			
4. Encourages student involvement in the lesson. (ID C SD P RR)			
5. Displays empathy and respect for students; develops classroom rapport. (ID CM C SD)			
6. Instructional plans are consistent with District curriculum expectations. (CK P RR)			
7. Provides planning/documentation in a timely manner. (C CK P SA)			

	Satisfactory	Unsatisfactory	Not Assessed
8. There is evidence of long-range instructional objectives. (CK P RR)			
9. Demonstrates knowledge of the subject matter. (CK RR)			
10. Communicates subject matter effectively. (ID P SD CK C RR)			
11. Promotes critical thinking skills through class activities and assignments. (P CK ID SD RR)			
12. Employs effective questioning techniques. (ID SA SD RR)			
13. Allows appropriate time for students to respond to questions or express opinions. (ID SA SD RR)			
14. Uses appropriate materials and activities. (CK P ID CM SD RR)			
15. Uses a variety of teaching strategies appropriate to the goals of the lesson. (P ID SD SA RR)			
16. Incorporates technology into the curriculum/ class on an ongoing basis. (CK P TD CM)			
17. Provides for individual differences in background and ability level (SWD's, ELL, above & below level, etc.) (P SD CM RR C)			
18. Monitors student progress regularly, and uses those results to adjust instruction. (SA SD RR P ID)			
19. Uses a variety of formative (ongoing) and summative (ending) assessment models (rubrics, tests, portfolios, self and peer assessment, etc.) (SA SD P CK RR)			

COMMENDATIONS AND RECOMMENDATIONS: (Recommendations are required for each area where performance does not meet criteria.)

CERTIFICATION: A meeting was held with the teacher on: _____ to discuss this observation report. A copy was provided to the teacher at that time. (Every attempt should be made to schedule this meeting as soon as possible.)

Observer's Signature

Date

ACKNOWLEDGMENT: I certify that the above observer discussed this observation report with me and provided me a copy of the report.

Teacher's Signature

Date

COMMENTS: Teachers may comment here or submit a written response that will be attached to this observation report. Every attempt should be made to submit such report within ten (10) days of the conference.

Saugerties Central Schools
INSTRUCTIONAL ANNUAL EVALUATION FORM

TEACHER:	
SCHOOL:	
DATE:	
ADMINISTRATOR:	

DIRECTIONS: For each performance indicator, please check the box that best describes the teacher's performance.

RATING CHOICES:

Satisfactory
Unsatisfactory
Not Assessed

	Satisfactory	Unsatisfactory	Not Assessed
1. Creates a positive, safe, and supportive environment for all students. (CM ID P SD RR C)			
2. Maintains positive student behavior. (CM C P SD ID RR)			
3. Displays empathy and respect for students. (ID CM C SD)			
4. Follows District curriculum. (CK P RR)			
5. Uses appropriate materials and activities. (CK P ID CM SD RR)			
6. Incorporates technology into the curriculum/ class on an ongoing basis. (CK P TD CM)			
7. Uses a variety of formative (ongoing) and summative (ending) assessment models (rubrics, tests, portfolios, self and peer assessment, etc.) (SA SD P CK RR)			
8. Successfully maintains organizational routines in building and/or department. (C)			
9. Regularly attends faculty, team, grade level, and/or department meetings. (C P)			
10. Demonstrates classroom organization. (P RR)			

	Satisfactory	Unsatisfactory	Not Assessed
11. Fulfils professional responsibilities beyond the classroom. (C CK RR)			
12. Maintains a positive working relationship with school personnel. (C RR)			
13. Responds promptly to district and administrative deadlines. (C RR)			
14. Maintains accurate and current records. (PK DS SD SA RR)			
15. Responds to suggestions and constructive criticism in a positive manner. (C RR)			
16. Demonstrates self-awareness as it applies to professional growth needs. (RR)			
17. Contributes toward the achievement of district, building, team, grade level, and departmental goals. (C CK RR)			
18. Participates in professional development activities. (CR P RR CK)			
19. Contributes to the success of curriculum or program review and development. (C RR CK)			
20. Contributes to the success of professional development activities and initiatives. (C RR CK)			
21. Effectively incorporates professional development learning into planning and practice. (C RR ID)			

GOALS:

Student Achievement:

Professional:

Other (Optional):

COMMENDATIONS AND RECOMMENDATIONS: (Recommendations are required for each area where performance does not meet criteria.)

CERTIFICATION: A meeting was held with the teacher on: _____ to discuss this observation report. A copy was provided to the teacher at that time. (Every attempt should be made to schedule this meeting as soon as possible.)

Observer's Signature _____

Date _____

ACKNOWLEDGMENT: I certify that the above observer discussed this observation report with me and provided me a copy of the report.

Teacher's Signature _____

Date _____

COMMENTS: Teachers may comment here or submit a written response that will be attached to this observation report. Every attempt should be made to submit such report within ten (10) days of the conference.

CRITERIA	SATISFACTORY	UNSATISFACTORY	
Content Knowledge (CK) <i>thorough knowledge of the subject matter area and curriculum.</i>	Extensive knowledge and use of NYS and district curricula and assessments Knowledge of current research and/or initiatives in content area	Familiar with all NYS and district curriculum and assessments Knowledge of NYS and district curriculum is evident in lesson content	Not familiar with some NYS and/or district curriculum or assessments Lesson is not based on SED or district curriculum
Preparation (P) employing the necessary pedagogical practices to support student learning and development of critical content, skills, and higher order thinking.	Lesson goals and activities are clearly a part of an overall plan for student learning & development Creatively uses or develops materials to meet goals Plans a variety of activities meeting different learning styles and ability levels Lesson works well in time allotted Plan for year allows curriculum to be covered with appropriate depth	Lesson goals clearly evident Plans a variety of activities Materials prepared and on hand Materials current, organized, and appropriate for lesson goal(s) and developmental level of class Lesson works well in time allotted Planning allows for coverage of curriculum during the year	Lesson goals unclear Plans only one or two activities Materials disorganized, missing, or not usable Materials not appropriate for lesson goal or developmental level of class Lesson "rushed" or time left over Full curriculum is not delivered due to poor planning of the year
Instructional Delivery (ID) <i>delivery of instruction results in active student involvement, appropriate teacher/student interaction and meaningful lesson plans resulting in student learning and critical thinking.</i>	Effectively facilitates active student learning; few if any students fail to participate Teaching is well-paced with smooth transitions Virtually all students give evidence of learning, understanding, or progress Effectively elicits higher level thinking, such as analysis, synthesis, evaluation, and/or insight	Invites and encourages student participation; most students actively participate Pace is appropriate for lesson and class Most students give evidence of learning, understanding, or progress Provides ample opportunity for application of learning Promotes higher level thinking, including analysis, synthesis, evaluation, and/or insight	Lesson is mostly teacher centered Invites, but does not cultivate student participation Pace is not appropriate; it is too fast or too slow Multiple students do not give evidence of learning, understanding, or progress Lesson is mostly recall and comprehension, with few, if any, opportunities for application or higher level thinking
Classroom Management (CM) <i>support diverse student learning needs, creating an environment conducive to student learning</i>	Students are prepared and engaged in the lesson Excellent time on task Seamless integration of rules and expectations fosters a positive and productive environment Few if any behavior issues	Clear expectations for attendance, preparation and promptness are set and enforced. Most time is on task Rules and expectations are clear, consistent, and appropriate Behavior issues are handled with minimal disruption	Expectations for attendance, preparation and promptness are unclear or are not enforced. Too much time off task Rules and expectations are not clear, appropriate, or consistently enforced Behavior issues are allowed to disrupt classroom routines
Student Development (SD) <i>knowledge of student development, understanding and appreciation of diversity, and the application of developmentally appropriate instructional strategies for the benefit of all students.</i>	Knowledge of developmental characteristics enhanced by knowledge of brain research, multiple intelligences, learning styles, etc. Consistently & effectively uses a wide range of strategies for meeting the developmental needs and learning styles of all students	Thorough knowledge of typical developmental characteristics for student level Uses a variety of strategies for working with students above or below developmental levels Able to meet different needs and learning styles	Unrealistic (too high or low) expectations of student learning or behavior Uses few if any strategies for working with children above or below level Unable or unwilling to meet individual needs of students (teaches "to the middle")

SAUGERTIES CENTRAL SCHOOL DISTRICT APPR INSTRUCTIONAL RUBRIC

CRITERIA	SATISFACTORY	UNSATISFACTORY
<p><i>Student Assessment (SA) implements assessment techniques based on appropriate learning standards designed to measure students' progress and learning</i></p>	<p>Integrates constant monitoring and assessment into instruction Uses results of formal and informal assessments to plan and modify instruction and meet individual student needs Assessment tools include performance, authentic, and traditional tasks, as well as personal observation and anecdotal records Assessment tools are standards-based and developmentally appropriate</p>	<p>Uses formative (ongoing) and summative (ending) assessment to monitor student progress Uses results of formal and informal assessments to plan and modify instruction Uses a variety of assessment techniques, including performance, as well as paper and pencil tasks Assessment tools are standards-based and developmentally appropriate</p> <p>Uses only summative (ending) assessment, does not integrate assessment with instruction Assesses without using results, does not modify or reteach based on results Uses mostly traditional assessments or assesses using only one type of instrument Assessment tools do not measure standards-based learning or are not developmentally appropriate for students</p>
<p><i>Collaboration (C) develops effective collaborative relationships with students, parents or caregivers, as needed, and appropriate support personnel to meet the learning needs of students</i></p>	<p>Sustains a variety of relationships with students, parents, faculty, and staff include mentoring, collaboration, leadership, etc. Communicates frequently with parents about academic performance and student behavior Easily accessible to students outside of class Works jointly with parents, students, and other staff to address learning or behavior issues Contributes, leads, or participates in a range of building or department activities or initiatives</p>	<p>Shares respect and rapport with students, faculty, parents, and staff Communicates as needed with parents Works jointly with parents, students, and other staff to address learning or behavior issues Is available to students outside of class Meets professional responsibilities to building and/or department</p> <p>Experiences difficulties in relationships with students, parents, faculty and/or staff Rarely or never communicates or collaborates with parents, other than required reports Rarely or never available to students outside of class Does not effectively work with other staff to address student needs Does not contribute or participate in building or department efforts, misses required meetings</p>
<p><i>Reflective and Responsive Practice (RR) practice is reviewed, effectively assessed, and appropriate adjustments are made on an ongoing basis.</i></p>	<p>Reflects on teaching and professional activities Seeks constructive criticism and feedback Seeks personal professional development opportunities Keeps abreast of current research A leader in change process</p>	<p>Reflects on teaching and professional activities Open to constructive criticism and feedback Participates in personal professional development opportunities Actively participates in change process</p> <p>Teaching and professional activities show little evidence of reflection or adjustment Has difficulty accepting constructive criticism and feedback Does not participate in personal professional development or does so unwillingly Does not contribute or is resistant to change</p>

Saugerties Central Schools
PUPIL PERSONNEL
OBSERVATION/EVALUATION FORM

TEACHER:	
SCHOOL:	
DATE:	
ADMINISTRATOR:	

DIRECTIONS: For each performance indicator, please check the box that best describes the teacher's performance.

RATING CHOICES:

Satisfactory
 Unsatisfactory
 Not Assessed/Not Applicable

	Satisfactory	Unsatisfactory	Not Assessed/ Applicable
1. Creates a positive, safe, and supportive environment for all students. (SM SD P SD RR C)			
2. Encourages student involvement in activities. (DS C SD P RR)			
3. Communicates effectively with students. (DS P SD PK C RR)			
4. Displays empathy and respect for students; develops rapport. (DS PK SM C SD)			
5. Provides for individual differences in background and ability level. (P SD CM RR C)			
6. There is evidence of long-range goals and objectives. (PK P RR)			
7. Sets attainable expectations for student achievement (e.g. goals and objectives for IEP). (PK P SD SM RR)			
8. Plans are consistent with District procedures. (PK P RR)			

	Satisfactory	Unsatisfactory	Not Assessed/ Applicable
9. Uses a variety of strategies appropriate to goals. (P DS SD SA RR)			
10. Applies developmentally appropriate techniques. (PK SD DS RR)			
11. Uses appropriate materials and activities. (CK P ID SM SD RR)			
12. Allows appropriate time for students to respond to questions or express opinions. (DS SA SD RR)			
13. Uses appropriate preventive/ disciplinary strategies. (SM SD C RR)			
14. Incorporates technology into service on an ongoing basis. (PK P TD SM)			
15. Provides planning/documentation in a timely manner. (C PK P SA)			
16. Communicates effectively in oral and written form. (PK DS)			
17. Demonstrates effective time management skills. (PK P DS RR)			
18. Monitors student progress regularly, and uses those results to adjust instruction or response. (SA SD RR P DS)			
19. Uses a variety of appropriate formative (ongoing) and summative (ending) assessments to measure student progress. (PK SD SA RR C)			
20. Demonstrates knowledge of current issues and research in practice area. (PK)			
21. Provides professional support to other staff members. (PK C)			
22. Responds appropriately in crisis situations. (PK P DS C)			
23. Handles confidential information appropriately. (PK RR DS)			
24. Works with classroom teachers, support personnel, and other colleagues to support the diverse learning and personal needs of the students. (C DS RR)			
25. Works with parents, school district and community resources to support student growth. (C DS RR)			
26. Participates in and contributes to the success of building and district meetings (e.g. CSE, CST, TST, 504, FBA etc.) as expected or directed. (PK P DS)			

COMMENDATIONS AND RECOMMENDATIONS: (Recommendations are required for each area where performance does not meet criteria.)

CERTIFICATION: A meeting was held with the teacher on: _____ to discuss this observation report. A copy was provided to the teacher at that time. (Every attempt should be made to schedule this meeting as soon as possible.)

Observer's Signature

Date

ACKNOWLEDGMENT: I certify that the above observer discussed this observation report with me and provided me a copy of the report.

Teacher's Signature

Date

COMMENTS: Teachers may comment here or submit a written response that will be attached to this observation report. Every attempt should be made to submit such report within ten (10) days of the conference.

Saugerties Central Schools
PUPIL PERSONNEL
ANNUAL EVALUATION FORM

TEACHER:	
SCHOOL:	
DATE:	
ADMINISTRATOR:	

DIRECTIONS: For each performance indicator, please check the box that best describes the teacher's performance.

RATING CHOICES:

Satisfactory
Unsatisfactory
Not Assessed/Not Applicable

	Satisfactory	Unsatisfactory	Not Assessed/ Applicable
1. Creates a positive, safe, and supportive environment for all students. (SM SD P SD RR C)			
2. Encourages student involvement in activities. (DS C SD P RR)			
3. Communicates effectively with students. (DS P SD PK C RR)			
4. Displays empathy and respect for students; develops rapport. (DS PK SM C SD)			
5. Provides for individual differences in background and ability level. (P SD CM RR C)			
6. There is evidence of long-range goals and objectives. (PK P RR)			
7. Sets attainable expectations for student achievement (e.g. goals and objectives for IEP). (PK P SD SM RR)			
8. Plans are consistent with District procedures. (PK P RR)			

	Satisfactory	Unsatisfactory	Not Assessed/ Applicable
9. Uses a variety of strategies appropriate to goals. (P DS SD SA RR)			
10. Applies developmentally appropriate techniques. (PK SD DS RR)			
11. Uses appropriate materials and activities. (CK P ID SM SD RR)			
12. Allows appropriate time for students to respond to questions or express opinions. (DS SA SD RR)			
13. Uses appropriate preventive/ disciplinary strategies. (SM SD C RR)			
14. Incorporates technology into service on an ongoing basis. (PK P TD SM)			
15. Provides planning/documentation in a timely manner. (C PK P SA)			
16. Communicates effectively in oral and written form. (PK DS)			
17. Demonstrates effective time management skills. (PK P DS RR)			
18. Monitors student progress regularly, and uses those results to adjust instruction or response. (SA SD RR P DS)			
19. Uses a variety of appropriate formative (ongoing) and summative (ending) assessments to measure student progress. (PK SD SA RR C)			
20. Demonstrates knowledge of current issues and research in practice area. (PK)			
21. Provides professional support to other staff members. (PK C)			
22. Responds appropriately in crisis situations. (PK P DS C)			
23. Handles confidential information appropriately. (PK RR DS)			
24. Works with classroom teachers, support personnel, and other colleagues to support the diverse learning and personal needs of the students. (C DS RR)			
25. Works with parents, school district and community resources to support student growth. (C DS RR)			
26. Participates in and contributes to the success of building and district meetings (e.g. CSE, CST, TST, 504, FBA etc.) as expected or directed. (PK P DS)			

	Satisfactory	Unsatisfactory	Not Assessed/ Applicable
27. Successfully maintains organizational routines in building and/or department. (C)			
28. Regularly attends faculty, team, grade level, and/or department meetings. (C P)			
29. Demonstrates classroom organization. (P RR)			
30. Fulfills professional responsibilities beyond the classroom. (C PK RR)			
31. Maintains a positive working relationship with school personnel. (C RR)			
32. Responds promptly to school and administrative deadlines. (DS C RR)			
33. Maintains accurate and current records. (PK DS SD SA RR)			
34. Responds to suggestions and constructive criticism in a positive manner. (C RR)			
35. Demonstrates self-awareness as it applies to professional growth needs. (RR)			
36. Contributes toward the achievement of district, building, team, grade level, and departmental goals. (C PK RR)			
37. Participates in professional development activities. (C P RR PK)			
38. Contributes to the success of curriculum or program review and development. (C RR PK)			
39. Contributes to the success of professional development activities and initiatives. (C RR PK)			
40. Effectively incorporates professional development learning into planning and practice. (C RR DS)			

GOALS:

Student Progress:

Professional:

Other (Optional):

COMMENDATIONS AND RECOMMENDATIONS: (Recommendations are required for each area where performance does not meet criteria.)

CERTIFICATION: A meeting was held with the teacher on: _____ to discuss this observation report. A copy was provided to the teacher at that time. (Every attempt should be made to schedule this meeting as soon as possible.)

Observer's Signature

Date

ACKNOWLEDGMENT: I certify that the above observer discussed this observation report with me and provided me a copy of the report.

Teacher's Signature

Date

COMMENTS: Teachers may comment here or submit a written response that will be attached to this observation report. Every attempt should be made to submit such report within ten (10) days of the conference.

SAUGERTIES CENTRAL SCHOOL DISTRICT APPR PUPIL PERSONNEL RUBRIC

CRITERIA	SATISFACTORY	UNSATISFACTORY	
Professional Knowledge (PK) thorough knowledge of the subject area and professional responsibilities.	Extensive knowledge and application of district procedures and area of professional practice Knowledge of current research and/or initiatives in area of professional practice	Familiar with district procedures and area of professional practice Knowledge of NYS and district procedures is evident in practice	Not familiar with some areas of district procedures and/or professional knowledge Practice is not based on SED or district procedures
Preparation (P) employing the necessary professional practices to support student progress.	Goals and activities are clearly a part of an overall plan for student development Skillfully adapts plans to meet unique needs and situations Creatively uses or develops materials to meet goals Consistently and comfortably satisfies deadlines	Goals clearly evident Plans activities to meet different learning styles and ability levels Materials current, appropriate, and organized Satisfies deadlines	Goals unclear Plans do not meet some needs and situations Materials disorganized, missing, or not appropriate Repeatedly fails to satisfy deadlines
Delivery of Service (DS) delivery of service results in active student involvement, appropriate teacher/student interaction and meaningful sessions resulting in student progress.	Effectively facilitates active student participation Activities are well-paced with smooth transitions Virtually all students give evidence of learning, understanding, or progress Effectively fulfills assigned and unexpected roles and responsibilities in crisis situations	Invites and encourages student participation; students actively participate Pace is appropriate for activity Most students give evidence of learning, understanding, or progress Effectively fulfills assigned roles and responsibilities in crisis situations	Invites, but does not cultivate student participation Pace is not appropriate; it is too fast or too slow Multiple students do not give evidence of understanding, learning, or progress Does not meet or fulfill some roles and/or responsibilities in crisis situations
Student Management (SM) support diverse student needs, creating an environment conducive to student progress	Seamless integration of rules and expectations fosters a positive and productive environment Excellent time on task Few if any behavior issues	Rules and expectations are clear, consistent, and appropriate Most time is on task Behavior issues are handled with minimal disruption	Rules and expectations are not clear, appropriate, or consistently enforced Too much time off task Behavior issues allowed to disrupt
Student Development (SD) knowledge of student development, understanding and appreciation of diversity, and the application of developmentally appropriate techniques benefit all students.	Knowledge of developmental characteristics enhanced by knowledge of brain research, multiple intelligences, learning styles, etc. Consistently and effectively uses a wide range of strategies for meeting the developmental needs of all students	Thorough knowledge of typical developmental characteristics for student level Uses a variety of strategies for working with students above or below developmental levels	Unrealistic (too high or low) expectations of student learning or behavior Uses few if any strategies for working with children above or below level Unable or unwilling to meet individual needs of students

SAUGERTIES CENTRAL SCHOOL DISTRICT APPR PUPIL PERSONNEL RUBRIC

CRITERIA	SATISFACTORY	UNSATISFACTORY	
<i>Student Assessment (SA) implements assessment techniques designed to measure students' progress</i>	<p>Integrates constant monitoring and assessment into practice</p> <p>Uses results of formal and informal assessments to plan and modify practice and meet individual student needs</p> <p>Uses a variety of norm-referenced tools that are developmentally appropriate</p> <p>Assessment tools include performance, authentic, and traditional tasks, as well as personal observation and anecdotal records</p>	<p>Uses formative (ongoing) and summative (ending) assessment to monitor student progress</p> <p>Uses results of formal and informal assessments to plan and modify practice</p> <p>Assessment tools are norm-referenced and developmentally appropriate</p> <p>Uses a variety of assessment techniques, including performance, as well as paper and pencil tasks</p>	<p>Uses only summative (ending) assessment, does not integrate formative (ongoing) assessment into practice</p> <p>Assesses without using results, does not modify or reteach based on results</p> <p>Assessment tools do not provide norm-referenced scores or are not developmentally appropriate</p> <p>Assesses using only one type of instrument</p>
<i>Collaboration (C) develops effective collaborative relationships with students, parents or caregivers, as needed, and appropriate support personnel to meet the learning of students</i>	<p>Sustains a variety of relationships with students, parents, faculty, and staff including mentoring, collaboration, leadership, etc.</p> <p>Communicates frequently with parents and other staff</p> <p>Works jointly with parents, students, and other staff to address learning or behavior issues</p> <p>Contributes, leads, or participates in a range of building or department activities or initiatives</p> <p>Seeks opportunities to interact or collaborate</p>	<p>Shares respect and rapport with students, faculty, parents, and staff</p> <p>Communicates as needed with parents and other staff</p> <p>Works jointly with parents, students, and other staff to address learning or behavior issues</p> <p>Meets professional responsibilities to building and/or department</p> <p>Readily available to interact or collaborate</p>	<p>Experiences difficulties in relationships with students, parents, faculty and/or staff</p> <p>Rarely or never communicates or collaborates with parents and other staff, other than required reports</p> <p>Does not effectively work with other staff to address student needs</p> <p>Does not contribute or participate in building or department efforts, misses required meetings</p> <p>Does not use community resources to support student needs</p> <p>Reluctant to interact or collaborate</p>
<i>Reflective and Responsive Practice (RR) practice is reviewed, effectively assessed and appropriate adjustments are made on an ongoing basis.</i>	<p>Effectively reflects on teaching and professional activities</p> <p>Seeks constructive criticism and feedback</p> <p>Seeks personal professional development opportunities</p> <p>Keeps abreast of current research</p> <p>A leader in change process</p>	<p>Reflects on teaching and professional activities</p> <p>Open to constructive criticism and feedback</p> <p>Participates in personal professional development opportunities</p> <p>Actively participates in change process</p>	<p>Teaching and professional activities show little evidence of reflection or adjustment</p> <p>Has difficulty accepting constructive criticism and feedback</p> <p>Does not participate in personal professional development or does so unwillingly</p> <p>Does not contribute or is resistant to change process</p>

SAUGERTIES CENTRAL SCHOOL DISTRICT

ALTERNATE ASSESSMENT

NAME: _____

SCHOOL

YEAR: _____

GOAL SETTING CONFERENCE DATE: _____ TARGET COMPLETION
DATE: _____

TARGETED PERFORMANCE

AREA(S): _____ /

8 Criteria: Content Knowledge, Preparation, Instructional Delivery, Classroom Management, Student Development, Student Assessment, Collaboration, Reflective and Responsive Practice.

MID-POINT CONFERENCE DATE: _____

FINAL CONFERENCE

DATE: _____

If the option you have chosen involves working with a colleague(s), please indicate the name(s):

1. I would like to achieve the following goal(s) to increase my professional competency and the effectiveness of my program in terms of improved student performance:
(Example: I will improve my teaching strategies related to the Math A curriculum so as to enhance my students' performance in this content area).

2. Describe in more detail the impact that you expect meeting this goal will have on student growth and achievement:

3. List specific objectives/activities that will help you achieve this goal:

4. Describe the measures you will use to document student growth and achievement as related to the specific objectives/activities:

5. Resources needed to accomplish objectives:

6. How might your work/findings be shared with colleagues?

7. Explain how your alternative assessment will be evaluated.

ADDITIONAL COMMENTS:

TEACHER SIGNATURE: _____
DATE: _____

ADMINISTRATOR SIGNATURE: _____
DATE: _____

SAUGERTIES CENTRAL SCHOOL DISTRICT

ALTERNATE ASSESSMENT EVALUATION

ADMINISTRATOR'S NAME: _____ SCHOOL
YEAR: _____

I have reviewed the following Alternate Assessment as part of the APPR process.

TEACHER'S NAME: _____

TITLE OF PROJECT: _____

I have judged the project

SATISFACTORY

UNSATISFACTORY

for professional performance.

COMMENDATIONS AND RECOMMENDATIONS: (Recommendations are required for each area where performance does not meet criteria.)

GOALS:

Student Progress:

Professional:

Other (Optional):

CERTIFICATION: A meeting was held with the teacher on: _____ to discuss this observation report. A copy was provided to the teacher at that time. (Every attempt should be made to schedule this meeting as soon as possible.)

Observer's Signature _____

Date _____

ACKNOWLEDGMENT: I certify that the above observer discussed this observation report with me and provided me a copy of the report.

Teacher's Signature _____

Date _____

COMMENTS: Teachers may comment here or submit a written response, which will be attached to this observation report. Every attempt should be made to submit such report within ten (10) days of the conference.

APPENDIX C

SAUGERTIES CENTRAL SCHOOLS APPR PORTFOLIO

For teachers with transitional or initial certificates, evaluation must include a portfolio review. Portfolios are to be developed by the teacher over multiple years until a professional certificate is granted, and will be evaluated during the annual evaluation conference with the principal.

The teacher portfolio will contain exemplars selected by the teacher to illustrate each of the eight evaluation criteria (Content Knowledge, Preparation, Instructional Delivery, Classroom Management, Student Development, Student Assessment, Collaboration, Reflective and Responsive Practice). These exemplars may include samples of lesson plans, student work, or assessment instruments, or any other artifacts that demonstrate the criteria.

The following guidelines should be used in the development and evaluation of the APPR Portfolio.

In the first year of employment in the district, the teacher must provide at least one item or artifact for each criterion area.

In each subsequent year, the teacher must provide at least one item or artifact for at least four of the criterion areas. All eight of the criteria must be addressed at least once within each two-year period.

The portfolio will be cumulative, continuing until such time as the teacher is awarded a professional certificate.

The principal will review the portfolio with the teacher at least once a year during the annual evaluation process. Evaluation will be based on the APPR rubric, and the results will be reflected on the teacher evaluation form.

New teachers and mentors will be trained in the portfolio process as part of the new teacher orientation program.

APPENDIX D

SAMPLE GOALS

Student Achievement

These goals should be specific and targeted to improve a specific area of student achievement. These goals should go beyond improving test scores or assessment results to targeting a particular area where students in general, or a class in particular, are demonstrating weakness.

I will increase my students' proficiency as readers by identifying and teaching specific strategies for reading and understanding poetry.

I will improve the final quality of my students' writing pieces by strengthening my instruction on the revision stage of the writing process.

I will research and implement new group work and cooperative learning strategies to improve my students' independence as learners.

I will improve my students' math achievement by helping them develop new strategies to choose the correct operation in word problems.

I will integrate more geography into every social studies unit in order to strengthen my students' map reading skills.

Professional

These goals should pick one or two items from one area on the APPR rubric. The goals should be specific, targeted, and measurable.

Content Knowledge

I will read the following professional literature to update my knowledge of current research in my field.

Instructional Delivery

I will improve the pace and transitions in my instruction in order to improve time on task.

Student Assessment

I will increase the amount of formative assessment I use in my instruction, and use the results of that assessment to adjust my instruction.

Collaboration

As a grade level, we will create one interdisciplinary project that targets students' reading and writing across the curriculum.

**SAUGERTIES CENTRAL SCHOOLS
TEACHER IMPROVEMENT PLAN**

Teacher's Name:
Specific Area(s) of Concern:

School:

Date:

Action Steps

Resources Necessary

Person(s) Responsible

Timeline

SAUGERTIES CENTRAL SCHOOLS
TEACHER IMPROVEMENT PLAN

Action Steps	Resources Necessary	Person(s) Responsible	Timeline
--------------	---------------------	-----------------------	----------

(Attach additional pages if necessary.)

CERTIFICATION: A meeting was held with the teacher on _____ to develop this plan. A copy has been provided to the teacher. A second teacher improvement meeting will be held on _____ to assess progress.

Principal's Signature

Date

ACKNOWLEDGEMENT: I certify that the above plan was developed with my input and I have been provided with a copy of the plan. I certify that I was notified of my right to union representation at teacher improvement meeting(s).

Teacher's Signature

Date

Union Rep Signature

Date

COMMENTS: teachers may comment here or submit a written response that will be attached to this document. Every attempt should be made to submit this response within 10 days of the meeting.

SAUGERTIES CENTRAL SCHOOLS
TEACHER IMPROVEMENT PLAN

SIGN-IN SHEET

TIP DEVELOPMENT MEETING

NAME

ROLE/POSITION

Saugerties Central School District
 Call Box A
 Saugerties, New York 12477
 2007-08 School Calendar

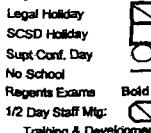
APPENDIX C

July 2007							August 2007							September 2007							October 2007						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7	1	2	3	4	5	6	7	1	2	3	4	5	6	1	2	3	4	5	6	7	
8	9	10	11	12	13	14	12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20
15	16	17	18	19	20	21	12	13	14	15	16	17	18	16	17	18	19	20	21	22	21	22	23	24	25	26	27
22	23	24	25	26	27	28	19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27
29	30	31					26	27	28	29	30	31		23	24	25	26	27	28	29	26	29	30	31			

November 2007							December 2007							January 2008							February 2008						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3			2	3	4	5	6	7	8	1	2	3	4	5	6	1	2	3	4	5	6	7	
4	5	6	7	8	9	10	9	10	11	12	13	14	15	13	14	15	16	17	18	19	10	11	12	13	14	15	16
11	12	13	14	15	16	17	18	19	20	21	22	23	24	20	21	22	23	24	25	26	17	18	19	20	21	22	23
25	26	27	28	29	30		23	24	25	26	27	28	29	27	28	29	30	31		24	25	26	27	28	29	30	

March 2008							April 2008							May 2008							June 2008							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
		1		2	3		1	2	3	4	5		1	2	3	4	5	6	7	1	2	3	4	5	6	7		
2	3	4	5	6	7	8	8	9	10	11	12	13	14	4	5	6	7	8	9	10	8	9	10	11	12	13	14	
9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	
16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	RR	27	
23	24	25	26	27	28	29	27	28	29	30			25	26	27	28	29	30	31	29	30							28

Key:



- In the event that make-up days are needed for emergency closings, the following days will be used in this order: May 23, March 24
- In the event that emergency days are not needed for school closings, the following days will be returned in this order: May 22, April 29
- Snow days = 6

PC - Parent Conference Nights: Elementary: Nov. 8 & April 24; Secondary: Oct. 25 & March 13
 Staff Development 1/2 days: October 16, December 6, February 7, and April 10

THE DISTRICT RESERVES THE RIGHT TO MODIFY THIS CALENDAR DUE TO THE IMPACT OF THE SCHOOL RENOVATION PROJECT
 As 2/7/09

APPENDIX D1

2003-04	S.T.A. BA	1.0350	1.0350	1.0400	1.0400	1.0400	1.0400
		2004-05	2005-06	2006-07	2007-08	2008-09	2009-10
39,191	1	40563	41982	43662	45408	47224	49113
40,074	2	41477	42928	44645	46431	48288	50220
40,955	3	42388	43872	45627	47452	49350	51324
41,838	4	43302	44818	46611	48475	50414	52431
42,721	5	44216	45764	47594	49498	51478	53537
43,604	6	45130	46710	48578	50521	52542	54644
46,144	7	47759	49431	51408	53464	55603	57827
47,061	8	48708	50413	52429	54527	56708	58976
47,978	9	49657	51395	53451	55589	57813	60125
48,897	10	50608	52380	54475	56654	58920	61277
49,814	11	51557	53362	55496	57716	60025	62426
52,344	12	54176	56072	58315	60648	63074	65597
53,555	13	55429	57369	59664	62051	64533	67114
53,555	14	55429	57369	59664	62051	64533	67114
53,555	15	55429	57369	59664	62051	64533	67114
53,555	16	55429	57369	59664	62051	64533	67114
66,146	17	68461	70857	64340	66914	69590	72374
66,146	18	68461	70857	73692	71776	74847	77633
66,146	19	68461	70857	73692	76639	79705	82893
68,809	20	71217	73710	76658	79725	82914	86230
L25	1500	L22				1700	
		L24				1700	2000
		1500	1500	1500			
		L26			2000	2000	2000
		L28		2400	5000	5000	5000
		CUM.	LONG.			10700	

APPENDIX D2

2003-04	S.T.A.	1.0350 MA	2004-05	1.0350 2005-06	1.0400 2006-07	1.0400 2007-08	1.0400 2008-09	1.0400 2009-10
40,943	1	42376	43859	45614	47438	49336	51309	
41,849	2	43314	44830	46623	48488	50427	52444	
42,756	3	44252	45801	47633	49539	51520	53581	
43,664	4	45192	46774	48645	50591	52614	54719	
44,570	5	46130	47744	49654	51640	53706	55854	
45,477	6	47069	48716	50665	52691	54799	56991	
48,112	7	49796	51539	53600	55744	57974	60293	
49,054	8	50771	52548	54650	56836	59109	61474	
49,996	9	51746	53557	55699	57927	60244	62654	
50,939	10	52722	54567	56750	59020	61381	63836	
51,880	11	53696	55575	57798	60110	62514	65015	
52,822	12	54671	56584	58848	61202	63650	66196	
53,764	13	55646	57593	59897	62293	64785	67376	
57,525	14	59538	61622	64087	66651	69317	72089	
57,525	15	59538	61622	64087	66651	69317	72089	
57,525	16	59538	61622	64087	66651	69317	72089	
70,284	17	72744	75290	68825	71578	74441	77419	
70,284	18	72744	75290	78302	76506	79566	82749	
70,284	19	72744	75290	78302	81434	84691	88079	
72,945	20	75498	78141	81266	84517	87897	91413	
		L22					1700	
		L24					2000	
L25	1500		1500	1500		1700		
		L26			2000	2000	2000	
		L28			2400	5000	5000	
					CUM.	LONG.	10700	

APPENDIX E - TEACHER LEADERS

<u>Position</u>	<u>2003-2004</u>	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>
		3.50%	3.50%	4.00%	4.00%	4.00%	4.00%
Part Time Dean of Discipline:							
Annual Stipend	4,979	5,153	5,333	5,546	5,768	5,999	6,239
Per section taught	175	181	187	194	202	210	218
K-12 AIS Coordinator	N/A	N/A	N/A	2,500	2,800	2,704	2,812
K-12 Professional Dev. Coordinators	N/A	N/A	N/A	2,500	2,800	2,704	2,812
Elementary Testing Facilitator	N/A	N/A	N/A	1,500	1,560	1,822	1,687
GED Coordinator	N/A	N/A	N/A	4,500	4,880	4,887	5,062
Alternate School Teachers	Hrs	31.21	32.30	33.43	34.77	36.16	39.11

APPENDIX F - EXTRA CURRICULAR POSITIONS

<u>Position</u>	<u>2003-2004</u>	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>
		3.50%	3.50%	4.00%	4.00%	4.00%	4.00%
Senior Class Advisor	2,371	2,454	2,540	2,642	2,748	2,858	2,972
Junior Class Advisor	1,582	1,637	1,694	1,762	1,832	1,905	1,981
Sophomore Class Advisor	1,582	1,637	1,694	1,762	1,832	1,905	1,981
Ninth Grade Class Advisor	1,582	1,637	1,694	1,762	1,832	1,905	1,981
Junior High Advisor	2,053	2,125	2,199	2,287	2,378	2,473	2,572
Newspaper Advisor	2,746	2,842	2,941	3,069	3,161	3,308	3,440
Math Team Advisor	1,582	1,637	1,694	1,762	1,832	1,905	1,981
National Honor Society	1,582	1,637	1,694	1,762	1,832	1,905	1,981
Quiz Bowl	1,582	1,637	1,694	1,762	1,832	1,905	1,981
Scorekeeper	1,206	1,248	1,292	1,344	1,398	1,454	1,512
Ticket Manager	1,206	1,248	1,292	1,344	1,398	1,454	1,512
Camera Person	1,206	1,248	1,292	1,344	1,398	1,454	1,512
Varsity Cheerleading	1,938	2,006	2,076	2,159	2,245	2,335	2,426
Junior Varsity Cheerleading	1,564	1,819	1,676	1,743	1,813	1,886	1,961
Lip Sync	969	1,003	1,038	1,080	1,123	1,168	1,215
Mock Trial	874	905	937	974	1,013	1,054	1,096
French Club Advisor	674	905	937	974	1,013	1,054	1,096
HS Spanish Club Advisor	874	905	937	974	1,013	1,054	1,096
JH Spanish Club Advisor	N/A	N/A	650	876	703	731	760
Banana Splits	874	905	937	974	1,013	1,054	1,096
Key Club	929	982	996	1,036	1,077	1,120	1,165
HS Student Council Advisor	N/A	N/A	2,199	2,287	2,378	2,473	2,572
Ski Club Advisor	N/A	N/A	989	1,008	1,048	1,090	1,134
Bowlers' Club Advisor	N/A	N/A	864	899	935	972	1,011
Senior Class Play Advisor	1,976	2,045	2,117	2,202	2,290	2,382	2,477
Yearbook Advisor	3,871	4,006	4,146	4,312	4,484	4,663	4,850
W.I.S.E. Advisor	2,053	2,125	2,199	2,287	2,378	2,473	2,572

APPENDIX G - INTERSCHOLASTIC ATHLETICS

Program	Teams	Level	Position	2003-2004	2004-2005	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	
						3.50%	3.50%	4.00%	4.00%	4.00%	
Football	Boys	Varsity	Head Coach	3,786	3,918	4,058	4,216	4,387	4,582	4,744	
		Varsity	Asst Coach	2,789	2,887	2,988	3,108	3,232	3,361	3,495	
	Boys	Jr Varsity	Coach	2,789	2,887	2,988	3,108	3,232	3,361	3,495	
		Jr Varsity	Asst Coach	2,347	2,429	2,514	2,615	2,720	2,829	2,942	
Soccer	Boys & Girls	Modified	Coach	2,808	2,897	2,791	2,903	3,019	3,140	3,266	
		Modified	Asst Coach	2,233	2,311	2,392	2,488	2,588	2,892	2,800	
	Boys & Girls	Varsity	Head Coaches	3,278	3,391	3,510	3,650	3,798	3,948	4,106	
		Boys & Girls	Jr Varsity	Coaches	2,708	2,803	2,901	3,017	3,138	3,264	3,395
Volleyball	Boys & Girls	Modified	Coaches	2,327	2,408	2,492	2,592	2,698	2,804	2,918	
		Girls	Varsity	Coach	3,278	3,391	3,510	3,650	3,798	3,948	4,106
	Girls	Jr Varsity	Coach	2,708	2,803	2,901	3,017	3,138	3,264	3,395	
		Girls	Modified	Coach	2,282	2,362	2,445	2,543	2,645	2,751	2,861
Cross Country	Mixed	Varsity	Head Coach	2,649	2,742	2,838	2,952	3,070	3,193	3,321	
		Mixed	Modified	Coach	2,233	2,311	2,392	2,488	2,588	2,692	2,800
	Golf	Mixed	Varsity	Head Coach	2,488	2,554	2,643	2,749	2,859	2,973	3,092
		Boys & Girls	Varsity	Coaches	2,488	2,554	2,643	2,749	2,859	2,973	3,092
Tennis	Boys	Varsity	Head Coach	3,595	3,721	3,851	4,005	4,165	4,332	4,505	
		Boys	Jr Varsity	Coach	2,788	2,887	2,988	3,108	3,232	3,361	3,495
	Boys	Modified	Coach	2,808	2,897	2,791	2,903	3,019	3,140	3,266	
		Boys	Modified	Asst Coach A	2,233	2,311	2,392	2,488	2,588	2,692	2,800
Wrestling	Basketball	Boys & Girls	Varsity	Head Coaches	3,593	3,719	3,849	4,003	4,163	4,330	4,503
		Boys & Girls	Jr Varsity	Coaches	2,789	2,887	2,988	3,108	3,232	3,361	3,495
	Boys	Boys & Girls	Modified	Coaches	2,605	2,696	2,790	2,902	3,018	3,139	3,265
		Boys	Modified	Coach	2,327	2,408	2,492	2,592	2,696	2,804	2,916
Baseball	Boys	Boys & Girls	Varsity	Head Coach	3,278	3,391	3,510	3,650	3,798	3,948	4,106
		Boys	Jr Varsity	Coach	2,708	2,803	2,901	3,017	3,138	3,264	3,395
	Boys	Boys	Modified	Coach	2,327	2,408	2,492	2,592	2,696	2,804	2,916
		Boys	Modified	Asst Coach B	3,278	3,391	3,510	3,650	3,798	3,948	4,106
Track & Field	Boys & Girls	Boys & Girls	Varsity	Head Coaches B	2,708	2,803	2,901	3,017	3,138	3,264	3,395
		Boys & Girls	Varsity	Asst Coach	2,708	2,803	2,901	3,017	3,138	3,264	3,395
	Boys & Girls	Boys & Girls	Modified	Coaches	2,327	2,408	2,492	2,592	2,696	2,804	2,916
		Boys & Girls	Varsity	Head Coach	3,278	3,391	3,510	3,650	3,798	3,948	4,106
Softball	Girls	Boys & Girls	Jr Varsity	Coach	2,708	2,803	2,901	3,017	3,138	3,264	3,395
		Girls	Modified	Coach	2,327	2,408	2,492	2,592	2,696	2,804	2,916
	Lacrosse	Boys & Girls	Varsity	Head Coach	3,278	3,391	3,510	3,650	3,798	3,948	4,106
		Boys & Girls	Varsity	Asst Coach	2,708	2,803	2,901	3,017	3,138	3,264	3,395
	Boys & Girls	Jr Varsity	Coaches	2,789	2,887	2,988	3,108	3,232	3,361	3,495	

A Denotes that this position will exist when the program's numbers remain over forty (40) participants after the first two (2) weeks of the season.

B The coaches in Track & Field are aware that there can be a crossing of both level and gender associated with their position.

APPENDIX H

11/3/2006

APPLICABILITY OF COLLECTIVELY NEGOTIATED AGREEMENT TO NURSES AND PHYSICAL THERAPISTS²

<u>Article Title</u>	<u>Paragraphs</u>	<u>Yes/No</u>
1. Recognition	All	Yes
2. Grievance	All	Yes
3. Class Size	All	No
4. Length of Day (Elementary)	1	Yes
Length of Day (Secondary)	2	Yes
Arrival/Departure	3	Yes
Lunch	4	Yes
Preparation Time	5	No
Professional Responsibility	6	Yes
Pupil Personnel Services	7	Yes
Classroom Register	8	No
Sixth Assignments	9	No
5. Promotions, Assignments and Reassignments	All	Yes
6. Evaluation Purposes	1	Yes
Evaluation	2	Yes
Satisfactory Performance	3	Yes
Discipline	4(A) and (B) 4(C) ³ 4(D), (E) and (F)	Yes No Yes
7. Curriculum	7	Yes
8. Inservice Education	8	Yes
9. Teacher Facilities	1(A) and (B) 1(C)	No Yes
10. Leaves	1-6 and 8 7 ⁴	Yes
11. Health Examinations, etc	All	Yes
12. TSA Program	All	Yes
13. Printing and Distribution	1	Yes
14. Association Privileges	All	Yes
15. School Calendar	All	Yes
16. Department Chairpersons	All	No

² Complete review of the contract inserting the word, "nurses" and "physical therapist" as appropriate.

³ Add language indicating that non-probationary nurses shall not be disciplined without just cause.

⁴ Retiree health insurance for nurses shall be determined by the Last Offer Binding Arbitration process described in paragraph 9 of the Memorandum of Agreement.

**APPLICABILITY OF COLLECTIVELY NEGOTIATED
AGREEMENT TO NURSES**

<u>Article Title</u>	<u>Paragraphs</u>	<u>Yes/No</u>
17. Substitute Service	All	No
18. Professional Compensation	1-6 and 10 7-9 and 11-12	No Yes
19. Standing Committees	All	Yes
20. Summer Employment	1 2	Yes No ⁵
21. Academic Freedom	All	No
22. Job Security	All	No
23. Agreement	All	Yes
24. Early Retirement Program	All	No

⁵ School nurses shall receive their hourly rate of pay for summer work.

APPENDIX I

		S.T.A. NURSES					
2003-04	NEW STEP	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10
NO SCHEDULE		3.75%+ 2000	3.75%+ 2000	4%	4%	4%	4%
26000	1	28975	30062	31264	32515	33815	35168
27301	2	30325	32062	32956	33850	34744	35636
28174	3	31231	33462	33344	33344	33344	36104
32106	4	34402	34800	34678	34678	36572	
	5		35778	36192	36065	37040	
	6			37209	37640	37507	
	7				38697	39146	
	8					40245	
	9						41855
	10						43529
11		35310	38634	40179	41787	43458	45196
LONG.	@ YR.15	1500					
B.A.	STIPEND	500					

ONE STE EACH YR. AS PER ARROWS

APPENDIX J

MEMORANDUM OF AGREEMENT

BY AND BETWEEN THE SUPERINTENDENT OF SCHOOLS AND BOARD OF EDUCATION OF THE SAUGERTIES CENTRAL SCHOOL DISTRICT, hereinafter "the District" and the SAUGERTIES TEACHERS' ASSOCIATION, ON BEHALF OF ALL REGISTERED NURSES, hereinafter "the Association";

WHEREBY, there is a Collectively Negotiated Agreement between the Saugerties Central School District and the Saugerties Central Schools Nurses' Association from July 1, 1996 - June 30, 2001; and

WHEREBY, the Saugerties Teachers' Association now represents all nurses;

NOW, THEREFORE, the District and the Association, hereby agree to revive and incorporate all of the provisions of the Collectively Negotiated Agreement between the District and the Saugerties Central Schools Nurses' Association, except as modified by the following provisions:

1. School nurses shall be eligible for the longevity payment effective in the STA Contract.
2. School nurses possessing a Bachelor's degree shall receive a salary differential of \$500 to be paid in addition to their regular salary.
3. Summer Work - School nurses shall receive their hourly rate of pay when required to complete tasks outside the regular school year, such as but not limited to: sports physical data, immunization data. In addition, those nurses required to process the actual sports physicals shall be paid their hourly rate for all time worked as long as such tasks occur outside the regular school year.
4. Salary - In the 2001-02 school year, all registered nurses will receive an increase of 5% except for those who are currently earning \$24,000 per year. The two nurses currently earning \$24,000 who have been employed by the District for approximately one year will earn \$25,800 in 2001-02. The nurse who was hired approximately three months ago will earn \$25,000 in 2001-02. All nurses will receive increases of 4.5% in 2002-03 and 4.5% in 2003-04. The starting salary will be \$24,000 in 2001-02 and \$26,000 in 2002-03 and all years thereafter until further negotiations.
5. All nurses will be enrolled in the same health insurance plan as members of the STA (DEHIC PPO Plan), effective as soon as possible.

SO AGREED, this 3rd day of October, 2001, subject to ratification by the parties' respective constituencies, as recommended by their negotiating teams.

THE DISTRICT

THE ASSOCIATION

BY: _____

BY: _____

AGREEMENT BY AND BETWEEN
THE BOARD OF EDUCATION OF THE
SAUGERTIES CENTRAL SCHOOL DISTRICT

SAUGERTIES, NEW YORK

AND

THE SAUGERTIES CENTRAL SCHOOLS NURSES ASSOCIATION

JULY 1ST, 1996 - JUNE 30TH, 2001

ARTICLE 1

Recognition

The District recognizes this Association as the sole and exclusive collective bargaining agent with respect to wages, hours and other terms and conditions of employment for all employees covered by this Agreement. The term "employee" as used in this Agreement applies to all individuals occupying jobs in the bargaining unit which is comprised of School Nurses.

ARTICLE 2

Grievance Procedure

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 this Agreement.

The employee shall have the right to be represented at all stages by only the Association and a group of employees with a common grievance may file a single grievance through the Association.

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 to Step Two.

Procedure

A. Step One

A grievant who feels him/herself aggrieved shall reduce the nature of the grievance to writing on the form attached hereto as Appendix "A", and shall present such grievance through the employee's immediate supervisor. The written statement shall contain the general nature of the

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, 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/her decision strictly to the interpretation or application of the express provisions of this Agreement relating to the 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 applicable law or rules and regulations 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/her 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 the services of the arbitrator, including expenses, if any, will be borne equally by the Board and the Association.

The remaining four days of personal leave are subject to the approval of the Superintendent or his/her designee.

D. Bereavement Leave

An employee, upon notification of the death of an employee's spouse, child, son-in-law, daughter-in-law, parent, guardian, father-in-law, mother-in-law, brother, sister, grandfather, grandmother, grandchild or member of the immediate household, shall be granted his or her next three (3) scheduled working days off with pay, four (4) off with pay if the employee is required to travel beyond the radius of 500 miles. Days for death other than specified above may be deducted from the employee's accumulated sick leave or can be requested under individual leave.

E. Accumulative Provisions

Individual employees may accumulate, on an annual basis, a maximum of ten (10) days of Sick Leave and five (5) days of Individual Leave for a total maximum annually of fifteen (15) days. Sick leave days may accumulate to a maximum of 220.

F. 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.

ARTICLE 4

Jury Duty

Employees shall have full pay while they are assigned jury duty, but shall be required to return all monies received for jury duty to the District. Employees who are on call shall be required to report to work and employees who are released prior to noon shall be required to report to work.

ARTICLE 6

Insurance Coverage

A. Health Insurance

The Employer agrees to provide full-time employees who are members of this unit health insurance using the program in effect. The District will assume the cost of full coverage thereunder except that those employees enrolled in individual coverage shall contribute \$15.00 per month, effective July 1, 1997 and \$17.50 per month, effective July 1, 1998, and those employees enrolled in family coverage shall contribute \$30.00 per month, effective July 1, 1997 and \$35.00 per month, effective July 1, 1998. For those unit members who elect to participate in a District-sponsored HMO individual or family health insurance plan, the District shall pay no more than the dollar amount that they would be required to pay for an employee enrolled in its main health insurance plan, less the employee contribution stated above. Additionally, the District shall implement a Section 125 Internal Revenue Code Premium Only Plan as soon as employee contributions commence.

B. Dental Insurance

The employer agrees to provide full-time employees who are members of this unit Dental Insurance coverage using the program currently in effect with Rider A and Rider C, which includes periodontic coverage.

ARTICLE 7

Health Examinations and Tine Tests

The Board of Education will bear the expense of required health examinations and tine tests for members of this unit.

1. Health Examinations will be required at the time of hiring and at other times in the interest of health and well being of the educational program. Each employee may have privilege of seeing his/her own private physician, if desired, at his/her own expense.

With respect to newly hired employees, there will be a six month probationary period. The starting salary for newly hired professional nurses will be \$24,000 for the duration of this Agreement.

ARTICLE 10

Professional Growth

The Saugerties Central School District encourages the personal and professional development of its employees, particularly when such development has a direct relationship to the employee's job responsibilities and benefits programs offered by the District. As such, the District will consider partial or whole compensation for the expenses incurred in accordance with the following procedures.

A. The employee will make written application to the Superintendent's office at least two weeks in advance for prior approval providing information as to the course, the sponsoring institution, associated costs and pertinent dates and times. The Superintendent shall have the sole discretion to approve or disapprove such professional growth.

ARTICLE 11

Civil Service Law Section 204-a

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THE AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ADDENDUM 1

11/3/2006

MEMORANDUM OF AGREEMENT

BY AND BETWEEN THE BOARD OF EDUCATION OF THE SAUGERTIES CENTRAL SCHOOL DISTRICT, hereinafter "the District", and THE SAUGERTIES TEACHERS ASSOCIATION, hereinafter "the Association";

WHEREBY, the parties agree to continue the provisions of the July 1, 2000 through June 30, 2004 Collective Bargaining Agreement between them into a new six year successor agreement effective July 1, 2004 and terminating on June 30, 2010, except as modified by the following:

1. Article 1.1. Amend Recognition Clause to include the positions of Registered School Nurse and Physical Therapist. See attached regarding applicability of collectively negotiated agreement to nurses and physical therapists. The District accepts the nurses salary schedule proposed by the Association on June 22, 2006 (attached).
2. Article 4.3(3). Add the following at the end of the provision: "In addition, 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."
3. Article 4.9(c). Increase stipends for 6th class assignments as follows:

July 1, 2004	-	3.5%
July 1, 2005	-	3.5%
July 1, 2006	-	4.0%
July 1, 2007	-	4.0%
July 1, 2008	-	4.0%
July 1, 2009	-	4.0%

4. Article 4.10. New. Increase the stipend for Lead Teachers as follows:

July 1, 2005	-	3.5%
July 1, 2006	-	3.5%
July 1, 2007	-	4.0%
July 1, 2008	-	4.0%
July 1, 2009	-	4.0%

5. Article 4.11. New. Add the following "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."

6. Article 6. Revise as follows:

- a. Change title from "Teacher Evaluation" to "Annual Professional Performance Review"
- b. Article 6.1. Replace the provision with the following: "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."
- c. Article 6.2(A). Replace the last sentence with the following: "All records, including observations, evaluations, personnel files and coaching records, shall be kept in the teacher's official file in the Superintendent's office. Copies of evaluations and observations will remain in the principal's office."
- d. Article 6.2(B). Replace the provision with the following: "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"
- e. Article 6.2(D)(2). Replace the last sentence with the following: "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."
- f. Article 6.2(D)(3). Replace the provision with the following: "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."
- g. Article 6.2(E)(1), (2) and (3) Replace the provisions with the following: "Tenured teachers 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 teachers may request additional formal observations with a certified administrator."
- h. Article 6.2(F)(2). Modify the first sentence by changing "observer" to

"administrator".

- i. Article 6.2(G)(2). Modify the first sentence by eliminating the words, "make every attempt to". Also, delete the last sentence of the provision.
- j. Incorporate the Memorandum of Agreement regarding mentors and mentor coordinators. Increase rates for each position as follows:

July 1, 2005	-	3.5%
July 1, 2006	-	3.5%
July 1, 2007	-	4.0%
July 1, 2008	-	4.0%
July 1, 2009	-	4.0%

- 7. Add
 - (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. Article 10.1(D). Add the following to the provision: "The maximum amount of consecutive parental leave, including circumstances where more than one child is born or adopted, will be no longer than three (3) consecutive years."
- 9. Article 10.5. Modify the last sentence of the provision as follows: "Beginning with their third year, unit members shall be granted sick leave with pay for ten days per year. The maximum number of unused sick leave days that may be accumulated is as follows:

July 1, 2007	-	225
July 1, 2008	-	230
July 1, 2009	-	235

- 10. Article 10.7(A). Retiree Health Insurance. Following ratification of this Memorandum of Agreement by the Association's membership and legislative approval by the Board of Education pursuant to Section 204-a of the Civil Service Law, which processes shall occur at the earliest possible time, the parties shall submit to interest arbitrator Jeffrey M.

Selchick their respective proposals regarding contract language to address the subject of employer contributions towards the cost of retiree health insurance premiums for employees who retire on or after July 1, 2006. Arbitrator Selchick shall render his award by selecting one of the parties proposals applying the principles of Last Offer Binding Arbitration. His award shall be final and binding on the parties. The Parties agree that the issue of retiree health insurance for nurses shall be submitted to Arbitrator Selchick through the Last Offer Binding Arbitration process, except for the two most senior nurses who shall receive retiree health insurance in accordance with Article 5A of the expired Saugerties Central School District/Nurses Association Contract.

11. The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee, who severs their employment with the Employer 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 Employer's contribution for each eligible employee shall equal the value of each such employee's accumulated leave days, determined in accordance with Section 10.7(B) of the Collective Bargaining Agreement. The Employer 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 Employer shall deposit the contribution no later than July 15, following the employee's severance date.

Article 10.7(B). Delete and 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, receive a non-elective employer contribution amount to the unit member's 403(b) account equal to \$30 per day for each unused accumulated sick leave day."

12. Article 11.2.
 - a. Delete introductory paragraph.
 - b. Article 11.2(A). Delete and replace with the following: "Effective July 1, 2006, the District shall pay 90% of the premium for individual or family health insurance, as chosen by the unit member, with the unit member paying the remaining 10% of the premium."
 - c. Article 11.2(B). Replace the provision with the following: "As soon as practicable following ratification, the District shall implement a full §125 IRC Plan."
 - 84 d. Article 11.2(C). Modify as follows: "Effective July 1, 2006, or as soon thereafter as practicable, the DEHIC Alternate PPO will replace the present health insurance program."

13. Article 11.3. Delete the provision and replace with the following: "Effective July 1, 2006, the District shall contribute the following amounts to a welfare benefit trust fund for each full-time unit member:

July 1, 2006 -	\$1,000	Effective July 1, 2006 less the amount already paid by the district for dental premium
July 1, 2007 -	\$1,050	
July 1, 2008 -	\$1,100	
July 1, 2009 -	\$1,150	

14. Article 11.4. Modify the provision by deleting references to dental insurance plan.

15. Article 14.5(1). Modify the first sentence as follows: "Six (6) days for one Association member for legislative purposes."

16. Article 15.3. Add "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 reasonable 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.

17. Article 17.5. Increase compensation rate for teachers who cover classes during preparation period as follows:

July 1, 2004 -	3.5%
July 1, 2005 -	3.5%
July 1, 2006 -	4.0%

July 1, 2007	-	4.0%
July 1, 2008	-	4.0%
July 1, 2009	-	4.0%

18. Article 18.1

a. Increase salary schedules as follows:

July 1, 2004	-	3.5%
July 1, 2005	-	3.5%
July 1, 2006	-	4.0%
July 1, 2007	-	4.0%
July 1, 2008	-	4.0%
July 1, 2009	-	4.0%

b. Increase Appendices E, F and G by the following amounts:

July 1, 2004	-	3.5%
July 1, 2005	-	3.5%
July 1, 2006	-	4.0%
July 1, 2007	-	4.0%
July 1, 2008	-	4.0%
July 1, 2009	-	4.0%

c. Following ratification of this Memorandum of Agreement by the Association's membership and legislative approval by the Board of Education pursuant to Section 204-a of the Civil Service Law, which processes shall occur at the earliest possible time, the parties shall submit to interest arbitrator Jeffrey M. Selchick their proposal regarding the distribution of monies available for longevities in each of the 2006-07 through 2009-10 years as a result of splitting the Step 16 to 17 increment into three equal increments at Step 17, 18 and 19. The savings from such change shall be based on utilizing the staff employed as of the first payroll in October, 2006, with unit members advancing only one step each year, starting with step movement from old Step 16 to new Step 17. The monies to be dispersed for longevities from the step 17 break-up for 2006-2007 shall be \$47,155; for 2007-2008 shall be \$73,210; for 2008-2009 shall be \$75,950; and for 2009-2010 shall be \$120,828 for a total of \$317,143. Arbitrator Selchick shall render his award by selecting one of the parties' proposals, applying the principles of Last Offer Binding Arbitration. His award shall be final and binding on the parties.

19. Article 18.1(B). Attach new schedules as appendices to contract.

20. Article 18.1(C). The dollars generated by the salary schedule percent increases each year

¹ Eligible employees shall continue to advance through the schedule in each year of the contract.

as referenced in Number 17 above for the Step 25 longevity and the Step 25 longevity itself as an aggregate will be added to the pool of monies created as per Number 17, Article 18.1, Subsection (c) of this agreement. A total savings from eliminating the step 25 longevity of \$51,992 shall also be dispersed for longevities. Members currently receiving the step 25 longevity shall be held saved harmless.

21. Article 18.4. Increase graduate credit payments as follows:

July 1, 2005	-	\$80
July 1, 2006	-	\$80
July 1, 2007	-	\$90

22. Article 20.2(A). Increase summer employment rate to \$31.21 per hour and then increase the rate as follows:

July 1, 2004	-	3.5%
July 1, 2005	-	3.5%
July 1, 2006	-	4.0%
July 1, 2007	-	4.0%
July 1, 2008	-	4.0%
July 1, 2009	-	4.0%

23. Article 22.1. Delete the provision and replace as follows: "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."

24. Article 22.5. Delete the provision.

25. Article 24.2. Replace the provision with the following: "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 \$8,000 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 \$8,000 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 \$8,000 in their last school year of employment.
26. Article 24.3. New. Add the following: "The employer agrees to make an Employer Non-elective Contribution, in the amount of \$6,000, to the 403(b) account of each covered employee who submits an irrevocable letter of resignation for the purpose of retirement between July 1, 2006 and January 1, 2007 with a retirement date effective on or before June 30, 2007. Unit members who elected to participate in the Early Retirement Program described in Article 24.2 by submitting a resignation for the purpose of retirement prior to July 1, 2006, regardless of the effective date of retirement, shall not be eligible for this \$6,000 payment."
27. Review side letters and supplemental memoranda of agreement for possible incorporation into contract. Any side letter or supplemental memorandum of agreement not expressly incorporated shall be deemed ended.

SO AGREED this 3rd day of November, 2006, subject to ratification by the parties' respective constituencies as recommended by their bargaining teams.

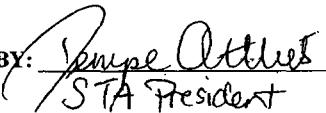
FOR THE DISTRICT

BY:



FOR THE ASSOCIATION

BY:


STA President

**APPLICABILITY OF COLLECTIVELY NEGOTIATED
AGREEMENT TO NURSES AND PHYSICAL THERAPISTS²**

<u>Article Title</u>	<u>Paragraphs</u>	<u>Yes/No</u>
1. Recognition	All	Yes
2. Grievance	All	Yes
3. Class Size	All	No
4. Length of Day (Elementary)	1	Yes
Length of Day (Secondary)	2	Yes
Arrival/Departure	3	Yes
Lunch	4	Yes
Preparation Time	5	No
Professional Responsibility	6	Yes
Pupil Personnel Services	7	Yes
Classroom Register	8	No
Sixth Assignments	9	No
5. Promotions, Assignments and Reassignments	All	Yes
6. Evaluation Purposes	1	Yes
Evaluation	2	Yes
Satisfactory Performance	3	Yes
Discipline	4(A) and (B) 4(C) ³ 4(D), (E) and (F)	Yes No Yes
7. Curriculum	7	Yes
8. Inservice Education	8	Yes
9. Teacher Facilities	1(A) and (B) 1(C)	No Yes
10. Leaves	1-6 and 8 7 ⁴	Yes
11. Health Examinations, etc	All	Yes
12. TSA Program	All	Yes
13. Printing and Distribution	1	Yes
14. Association Privileges	All	Yes
15. School Calendar	All	Yes
16. Department Chairpersons	All	No

² Complete review of the contract inserting the word, "nurses" and "physical therapist" as appropriate.

³ Add language indicating that non-probationary nurses shall not be disciplined without just cause.

⁴ Retiree health insurance for nurses shall be determined by the Last Offer Binding Arbitration process described in paragraph 9 of the Memorandum of Agreement.

**APPLICABILITY OF COLLECTIVELY NEGOTIATED
AGREEMENT TO NURSES**

<u>Article Title</u>	<u>Paragraphs</u>	<u>Yes/No</u>
17. Substitute Service	All	No
18. Professional Compensation	1-6 and 10	No
	7-9 and 11-12	Yes
19. Standing Committees	All	Yes
20. Summer Employment	1	Yes
	2	No ^s
21. Academic Freedom	All	No
22. Job Security	All	No
23. Agreement	All	Yes
24. Early Retirement Program	All	No

^s School nurses shall receive their hourly rate of pay for summer work.

2003-04	NEW STEP	S.T.A. NURSES					
		2004-05	2005-06	2006-07	2007-08	2008-09	2009-10
NO SCHEDULE		3.75%+ 2000	3.75%+ 2000	4%	4%	4%	4%
26000	1	28975	30062	31264	32515	33815	35168
27301	2	30325	32062	32956	33850	34744	35636
28174	3	31231	33462	33344	33344	33344	36104
32106	4		34402	34800	34678	34678	36572
	5			35778	36192	36065	37040
	6				37209	37640	37507
	7					38697	39146
	8						40245
	9						41855
	10						43529
	11	35310	38634	40179	41787	43458	45196
LONG.	@ YR.15	1500					
B.A.	STIPEND	500					

ONE STE EACH YR. AS PER ARROWS

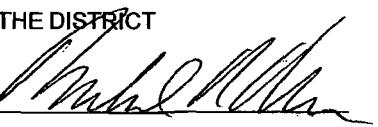
ADDENDUM 2

Addendum to the Memorandum of Agreement

The parties agree to the following change to paragraph 26 of the November 3, 2006, memorandum of agreement:

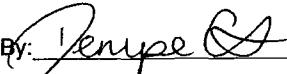
26. Article 24.3. new. Add the following: "The employer agrees to make an Employer Non-elective Contribution, in the amount of \$6,000, to the 403(b) account of each covered employee who submits an irrevocable letter of resignation for the purpose of retirement between July 1, 2006 and January 1, 2007 ~~March 1, 2007 April 1, 2007~~ with a retirement date effective on or before June 30, 2007. Unit members who elected to participate in the Early Retirement Program described in Article 24.2 by submitting a resignation for the purpose of retirement prior to July 1, 2006, regardless of the effective date of retirement, shall not be eligible for this \$6,000 payment."

FOR THE DISTRICT

By: 

Date: 2/23/07

FOR THE ASSOCIATION

By: 

Date: 2/22/07

ADDENDUM 3
MEMORANDUM OF AGREEMENT
BETWEEN
SAUGERTIES CENTRAL SCHOOL DISTRICT
-and-
SAUGERTIES TEACHERS ASSOCIATION OF
THE SAUGERTIES CENTRAL SCHOOL DISTRICT

WHEREAS, the Saugerties Central School District ("District") and the Saugerties Teachers Association ("Association") are parties to a collective bargaining agreement, effective July 1, 2004 through June 30, 2010, ("Agreement").

WHEREAS, Articles 10.7(B), 24.2, and 24.3 of this agreement call for District non-elective contributions into an employer established Internal Revenue Code Section 403(b) tax-sheltered annuity plan, by which eligible unit members will receive payment of his/her accumulated unused sick day payout and retirement incentive in accordance with the provisions of the existing Collective Bargaining Agreement.

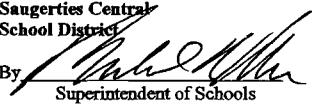
NOW, THEREFORE, the parties agree as follows:

1. Upon receipt of the notice of intention to retire, the district shall calculate the specific dollar value that each eligible unit member is entitled to receive in accordance with Articles 10.7(B), 24.2 and 24.3, for payment of accumulated unused sick day payout and retirement incentive as contained in the Agreement.
2. Effective July 1, 2006, or as soon thereafter as may be implemented, the District shall establish a non-elective tax-sheltered annuity plan that meets the requirements of 26 U.S.C. Section 403(b) ("Plan") for the benefit of bargaining unit members.
3. In accordance with the current Collective Bargaining Agreement, the District thereafter will make a Non-Elective Contribution in the amount calculated as the eligible retiring employee's accumulated unused sick day payout and retirement incentive up to the maximum amount allowable by Code Sections 403(b) and 415(c) into the IRS 403(b) tax-sheltered account designated by the employee or if none exists mutually designated by the District and the Association for the benefit of eligible unit members under the provisions of 26 U.S.C. Section 403(b).
4. Said contribution shall be made up to the maximum allowable contribution by the District on or before the final payroll period in the month following the eligible employee's retirement. In the event the value of the payment exceeds the maximum allowable contribution, the District shall act in accordance with paragraph 5 below. The District shall use a tax calendar year for determining Section 415 IEC maximum allowable contributions.
5. **Contribution Limitations:** In any applicable year, the maximum District contribution shall not cause a unit member's IRS 403(b) account to exceed the applicable contribution limit under Code Section 415(c)(1), as adjusted for cost-of-living increases. For Employer Non-Elective Contributions made post employment to former members' 403(b) accounts, the Contribution Limit shall be based on the unit member's compensation, as determined under Code Section 403(b)(3) and in any event, no Employer Non-Elective Contribution shall be made on behalf of such former member after the fifth taxable year following the taxable year in which that member retires.

In the event that the calculation of the Employer Non-Elective Contribution referenced in any preceding paragraphs exceed the applicable Contribution Limits, the District shall handle the excess amount as follows:

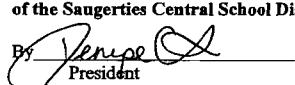
- A. For all unit members with a membership date before June 17, 1971, the District shall first make an Employer Non-Elective Contribution up to the Contribution Limit of the Code and then pay any excess amount as compensation directly to the member. In no instance shall the member have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the Code is fully met through payment of the Employer's Non-Elective Contribution; and
 - B. For all unit members with a membership date on or after June 17, 1971, the District shall first make an Employer Non-Elective Contribution up to the Contribution Limit of the Code. To the extent that the Employer Non-Elective Contribution exceeds the Contribution Limit, such excess shall be reallocated to the member the following year as an Employer Non-Elective Contribution (to the extent that such additional Contribution does not exceed the maximum amount permitted under the Code), and in January of each subsequent year for up to five (5) years after the year of the member's retirement, until such time as the Employer Non-Elective Contribution is fully deposited into the member's designated IRS 403(b) account. In no case shall the Employer Non-Elective Contribution exceed the Contribution Limit of the Code.
6. **Tier I Adjustments:** The District shall report its non-elective contribution hereunder as non-regular compensation to the New York State Teachers' Retirement System ("TRS") for all retiring members who joined TRS before June 17, 1971.
 7. No eligible unit member shall have the right of election to take the payment for accumulated unused sick day payout or retirement incentive as cash.
 8. Employer Non-Elective Contributions shall be deposited in the name of the employee in an IRS Section 403(b) tax-sheltered annuity product.
 9. Any disputes relative to the interpretation or application of this Memorandum of Agreement shall be resolved through arbitration, in accordance with the procedures found in the American Arbitration Association's Voluntary Arbitration rules.
 10. This Memorandum of Agreement shall be subject to any applicable state or federal law, including IRS regulation and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and District shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as close as possible, to the original intent of the parties.
 11. Both the District and Association are responsible for providing accurate information to the 403(b) provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participating employee's includable compensation.

Saugerties Central
School District

By 
Superintendent of Schools

Dated: 7/16/07

Saugerties Teachers Association
of the Saugerties Central School District

By 
President

Dated: 7/16/07

ADDENDUM 4

SETTLEMENT AGREEMENT

BY AND BETWEEN THE SAUGERTIES CENTRAL SCHOOL DISTRICT, hereinafter "the District"; THE SAUGERTIES TEACHERS ASSOCIATION, hereinafter "the STA", collectively, the "parties";

WHEREAS, on April 11, 2007, the Union filed an Improper Practice Charge with the Public Employment Relations Board ("PERB") (Improper Practice Charge U-27522) alleging that the District made a unilateral change to the sign-in procedures at the Saugerties Junior and Senior High Schools and was for the first time using sign-in sheets for disciplinary purposes; and

WHEREAS, the District denied the allegations set forth in Charge U-27522; and on June 29, 2007, the parties participated in a conference at the Public Employment Relations Board ("PERB") in an attempt to resolve the issues raised by the parties in their respective submissions to PERB; and

WHEREBY, the District and the STA recognize the importance of safety in District school buildings and believe that it is in their mutual best interests to resolve Improper Practice Charge U-27522 upon the following terms:

1. Effective January 14, 2008:

- A. The District will cease utilizing the sign-in sheets located at the offices of the Junior and Senior High Schools.
- B. All unit members whose work location is 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.
- C. Teachers 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.

- D. 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.
2. Upon execution of this Agreement, the District agrees any communication, including letters to unit members, addressing the sign-in sheets is void and no longer exists.
3. The District will install an electronic entrance at the front of the building in time for the 2008-2009 school year and will maintain both the front and back electronic entrances. Until the front entrance becomes electronic, staff will continue to use this entrance and the district shall record the staff's entry.
4. Upon execution of this Agreement, the STA will withdraw Improper Practice Charge No. U-27522.
5. The execution of this Agreement by the District and the STA shall not constitute an admission to the allegations set forth in the Charge.
6. This Agreement is entered by the parties on a non-precedent setting basis.
7. Violation of this agreement will be subject to the grievance procedure in the parties' collective bargaining agreement.
8. The parties hereby agree that the Stipulation represents the full, complete and final resolution of this matter and the understanding of the parties; and it should not be altered or amended except by a writing signed by all parties hereto.

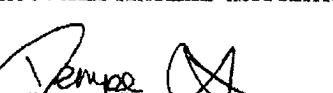
9. Each party has been represented by a representative of its choosing, has read the Stipulation, has conferred with its representative about the meaning intent and effect of each term and condition of this Stipulation as a whole, and, therefore, has placed its signature herein of its own volition and free will.

SO AGREED THIS 9th DAY OF JANUARY 2008

THE DISTRICT

BY: 
MR. RICHARD RHAU
SUPERINTENDENT OF SCHOOLS

THE SAUGERTIES TEACHERS' ASSOCIATION


MS. DENYSE ORTLIEB
PRESIDENT

1-02-08

