

Agreement Between
Sullivan West Central School District
and
Western Sullivan United Teacher and
School Related Professionals
(Teachers' Bargaining Unit)

JULY 1, 2022- JUNE 30, 2026

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ARTICLE 1 - DEFINITIONS

101. Unless the context requires a different meaning and except as otherwise provided in this Agreement, the following terms used in this Agreement shall be interpreted as follows:
1. District - Sullivan West Central School District Board of Education.
 2. Chief School Administrator - Superintendent of Schools.
 3. Supervisor - Principal, Assistant Principal.
 4. WSUT - Western Sullivan United Teachers.
 5. Teacher - A person in the unit represented by WSUT.
 6. Grievance Committee - A committee appointed by WSUT.
 7. School Day - Any day when school is in session and students are required to be in attendance including Superintendents' Conference Days.
 8. Day - A calendar day.

ARTICLE 2 - RECOGNITION AND DUES DEDUCTION

201. The District recognizes WSUT as the sole and exclusive representative of all professional certificated teachers, including Registered Nurse, School Psychologist, School Counselors, Social Worker, Occupational Therapist, Speech Therapist, Librarian, Elementary Literacy Coach, except the Superintendent, Principal, Assistant Principal, Supervisor of Student and Faculty, and per diem substitutes of the District.
- (a) A substitute who teaches for thirty (30) consecutive school days will be considered a per diem substitute.
- (b) A substitute who teaches for more than thirty (30) consecutive school days will be recognized as a member of the bargaining unit and shall be afforded contractual salary and benefits starting with the 31st day.
- (c) When an incumbent is out for an indefinite time, the substitute shall be considered a member of the bargaining unit when it becomes clear to the District that the incumbent will be out for more than thirty (30) consecutive school days. At that time, the substitute will be recognized as a member of the bargaining unit and afforded contractual salary and benefits retroactive to the 31st day. Prior to that time, the substitute shall be considered a per diem substitute.
202. Part-time employees shall be members of the collective bargaining unit and shall participate pro-rata in all contract benefits. The District shall pay a percentage for health insurance based upon the employee's part-time status (*i.e.*, 40%, 50%, etc.), of what it would pay for a full-time employee.
- For example, if the full monthly health insurance premium is \$1,000.00, and the District's health insurance contribution for a full-time employee is 90%, the District's monthly contribution for the full-time employee would be \$900.00. If a part-time employee works a 50% schedule, the District's health insurance premium contribution for that part-time employee would be \$450.00 (50% of \$900.00), and the employee's portion of the health insurance premium contribution would be \$550.00.

- For part-time employees who work a minimum of 80%, health insurance shall be paid as for full-time employees.
 - All employees who have been employed by the District for a minimum of 15 years, and whose positions have been reduced to part-time, shall have their health insurance paid in full in the year preceding retirement.
203. WSUT shall have exclusive rights to payroll dues deduction.
204. The District shall deduct from the wages of teachers, regular membership dues, NYSUT Benefit Trust, and other authorized deductions for those teachers who sign an authorization card permitting such deductions.
205. WSUT shall inform the District in writing at least thirty (30) days in advance of the method upon which any deductions shall be made from the teachers' pay.
206. WSUT hereby agrees to indemnify and hold the District free and harmless from any and all liability or damages it may sustain as a result of making payroll dues deductions and WSUT to whom payment shall be made shall become solely responsible for the disposition of such funds so deducted upon receipt thereof, provided, however, the District shall remain liable for all monies deducted from paychecks but not paid to WSUT.

ARTICLE 3 - SCHOOL YEAR - SCHOOL DAY

- 301.
- a) The school year shall be one hundred eighty-two (182) school days. Additional days shall be scheduled to take into account cancellations of school days for inclement weather. Additional days not utilized shall be used to extend vacation or shorten the school year, after consultation with WSUT, the decision of the Superintendent shall be final. Teachers do not receive per diem pay pursuant to Section 505 of this agreement for any day on which the District notifies employees that school is canceled prior to the start of the contractual work day in each building and such a day is not counted toward the 182 days of the school year.
 - b) The District will notify employees of the start and end times of the school day by August 15th (recognizing that unforeseeable circumstances may necessitate revision).
302. Except during their first year of employment with the District, teachers shall not be required to work earlier than the Wednesday of the week before Labor Day and will not be required to work on the Friday of the week before Labor Day. Teachers in their first year of employment in the District shall be required to attend up to fourteen (14) hours (i.e., two (2) days) of orientation before the beginning of the teacher work year at a time set by the Superintendent.
303. The School Calendar shall be prepared by the Superintendent, discussed with the President of WSUT and forwarded to the Board for approval. The decision of the Board shall be final and binding.

304. The total teacher day shall not exceed seven (7) hours and thirty-five (35) minutes.
305. Except during a teacher's lunch time, teachers shall not be permitted to leave school before the end of the school day except upon approval of the Chief School Administrator or his/her designee. Teachers leaving the building at any time shall be required to sign out. Teachers who are taking courses for certification purposes or professional improvement shall be permitted to leave before the end of the school day upon written approval by the Superintendent. Teachers shall sign-in before their work day begins at the Administrative Office of the school building where their work day begins. They must also sign-out and sign back in whenever they leave the building mid-day.
306. Teachers in charge of an elementary school class may leave the classroom when a teacher of a special subject is in charge of such classroom.
307. All teachers are required to attend no more than three (3) evening programs in each school year at a time and date set by the Superintendent upon three (3) weeks notice to WSUT. Only the Superintendent and/or his/her designee may excuse a teacher from this obligation. Such evening programs must be either district-wide programs or programs requiring the attendance of groups of teachers by elementary, intermediate and high school. No small groups or individual teachers will be required to attend an event to perform supervisory or chaperoning duties.
308. The District will make the last two scheduled days of the school year half days for elementary school students, provided that the District has met the legal requirement to conduct 180 days and 900 hours of instruction for elementary school students by the end of the school day before the first half day. Elementary school teachers will still be expected to work a full day on the last two scheduled days of school.

ARTICLE 4 - TERMS AND CONDITIONS OF EMPLOYMENT

401. The District will view as a goal the maximum class size and teacher load listed below:

A.	Elementary	NYSUT Suggested Class Size
	Pre-K	18
	K-3	25
	4-6	24-27
	Special Subjects	Music, Art, FLES, Technology - under 33 students per teacher per class.
		Total load 90-100
		Physical Ed-under 35 per class.
		Total Load - 150
B.	Secondary	
	English	5 classes per day per teacher, not to exceed 20 pupils per class. Total load not to exceed 100.
	Other academic subjects	5 classes per day per teacher, not to exceed 30 pupils per class. Total load not to exceed 130.

C. Should the number of pupils exceed twenty-five (25) in any class in Kindergarten through Grade Three, a teacher aide will be assigned one-half (½) day to each class so overburdened.

(a) If requested by the teacher, an aide shall be assigned to K-6 art and music classes when the total number of students exceeds 25.

(b) A full-time teacher aide or teaching assistant shall be assigned to each pre-kindergarten class.

D. Special Subjects

(a) General Art, Music, Junior and Senior High, FLES, Technology - 30 pupils per teacher per class.

(b) Art Major - 15-20 pupils per teacher per class.

(c) Lab classes, Shop, Home Economics - 18-22 pupils per class per teacher.
Total class load 90-110

(d) Driver Ed. - Total load 60 per semester.

(e) Physical Ed. - Under 35 per class. Total load 150. The high school schedule has been changed to reflect the requirement that classes meet every other day during the entire school year. Any additional minutes per class would be a local decision which would need to be negotiated since that would alter the current contractual school day. The District at this time is not pursuing additional minutes in the entire school day.

- Schedule PE classes, 7-8, 9-10 and 11-12.
- NO GPA grades in PE classes.
- Electives that are processed through the course elective procedure at the high school could be allowed when/where a class period schedule permits.
- Creatively approach the school-wide schedule with a PE/Health representative on the scheduling committee at the HS.
- Health classes are identified as other academic courses in the contract and capped at 30.
- Using technology, explore options for attendance and reporting that would alleviate repetitious reports.
- Students will be scheduled by period and PE teachers will be responsible for dividing the enrolled students into activities and class sizes per period.
Total load 150.

E. The Superintendent will, after consulting with his/her Administrative Assistants and WSUT, prepare a yearly written proposal for Board action which will, under the most acceptable facilities available to district, attempt to correct the deviation from above class size and teacher load recommendations, by the beginning of the next school year.

F. A Special Subject Area teacher with K-12 certification, who is assigned to more than one building shall have the number of assignments in each building determined by the percentage of time assigned to each location, but shall have a duty assignment only in one building.

- G. Teachers with 7-12 certification who are assigned to more than one building shall have the number of assignments determined by the percentage of time assigned to each building, but shall have a duty assignment only in one building.
 - H. Teachers who are required to travel between district buildings as part of their assignment shall have a travel period of up to forty minutes. This travel period will not diminish the preparation period as per Article 4, Section 402. Teachers who are assigned to multiple buildings in the District shall be assigned one grading system applicable to each building and no more than one supervisory duty in only one assigned building.
 - I. Teachers with 7-12 Elementary certification with extension shall be assigned as follows:
 - K-2 No more than 14 classes of 15 minutes duration
 - 3- 4 No more than 8 classes of 30 minutes duration
 - 5- 6 and beyond No more than 6 periods of 43 minutes [departmentalized].
 - J. Teachers with 7-12 Foreign Language certification with extension shall be assigned as follows:
 - PreK-2: No more than 14 classes of 15 minutes in duration.
 - 3-4: No more than 8 classes of 30 minutes in duration.
 - 5-6: Departmentalized – the same number of classes as other departmentalized elementary subjects (6).
402. All teachers shall have one unassigned period a day or its equivalent during the student day. The 35 minute period before the student school day will be utilized for staff meetings, department meetings, staff development, and teacher collaboration activities. There will be no assignment of student instruction or supervision during this period. Regularly scheduled staff meetings shall be held before school rather than after school. Emergency after school meetings may be called by the Superintendent of Schools in conjunction with WSUT approval.

On each regular full school day, all elementary school teachers shall have 30 minutes for lunch and a minimum of 20 minutes of additional prep time while students are at lunch and recess. The minimum of 20 minutes of additional prep time may be reduced or eliminated by the District in its discretion if there is a delay in beginning the school day, an early dismissal from school, or other unexpected change in the length of the school day.

There will be annual scheduling committees in each building to review schedules and make recommendations to the administrators for the upcoming school year. Specific attention will be given to class sizes when creating elementary special education students' special area schedules. The building principal will work in conjunction with the WSUT building Vice President to form this committee that will be representative of all constituencies in each of their respective buildings.

Case managers employed at the middle school and high school will not be assigned to study hall or other duties so that they can use the extra time for preparing IEPs. Case managers

employed at the elementary school will be excused from teaching responsibilities for one (1) day per school year to prepare IEPs upon a written request to the elementary school principal, with the date to be mutually agreed upon between the case manager and administration.

403. A secondary school teacher may, by mutual consent, accept the responsibility for an approved sixth period class, for which the teacher will be paid an annual stipend of \$5,500. Only teachers who have at least one (1) year of teaching experience either within the District or outside of the District may teach a sixth period class.

Whenever the District implements a secondary 9 period day, teachers shall be entitled to a second daily preparation or collaborative preparation period; provided that every other day, the District may assign the teacher to small group tutorial, remedial or academic intervention services that do not require separate lesson plans.

Whenever the District implements a 9 period block schedule, teachers who are assigned to three long blocks or voluntarily accept three long blocks throughout the year shall not be given a duty assignment. When assigned to 2 long blocks, teachers may be assigned to a study hall (short block) and a tutorial (short block) to perform academic intervention services, remedial work or tutorial that do not require lesson plans. No core academic teacher shall be required to work more than an average of 5 classes (e.g., 3 long blocks and 2 long blocks) over the course of the school year.

404. The District and WSUT acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end; therefore, non-professional aides, or at the District's option, teaching assistants, shall be hired to free teachers at all levels of non-teaching and clerical duties in such areas as: cafeteria supervision, Kindergarten assistants, clerical aides for collecting money from students for non-educational purposes, duplicating instructional and other materials, keeping attendance registers, and other clerical duties.

(a) Preparing report cards.

Teachers will prepare report cards electronically on software designated by the District.

(b) High School noon/playground supervision.

1. Up to four high school teachers per lunch period may be assigned to noon/playground supervision in each school year.
2. The teachers may be assigned up to a maximum of 90 consecutive days of noon/playground supervision in each school year, whenever possible.
3. No teacher shall be so assigned more frequently than once every three (3) years.

(c) In cases of emergency, the Superintendent will meet with the President of WSUT or his/her designee to develop a mutually acceptable plan which shall apply only to the emergency situation.

405. When the District decides it will have an extra-curricular activity, it will post a notice for the job(s) available for ten (10) calendar days. Employees may apply for the job(s). If there are no qualified applicants for a posted position, then the Superintendent or District shall have the right to hire persons from outside the bargaining unit to cover the extra-curricular activities.
406. Part-time teachers hired to teach two (2) classes per day shall also be assigned to supervisory duty and a preparation period. They shall receive 50% of the compensation and 50% of the benefits of a full time teacher. Part-time teachers hired to teach three (3) classes per day shall also be assigned a supervisory duty and a preparation period. They shall receive 60% of the compensation and 60% of the benefits of a full-time teacher.
407. When students make reasonable requests for extra help, teachers will provide these students with opportunities to receive such assistance. If a mutually convenient time for such help cannot be arranged during the regular school day, the teacher will make arrangements for an alternate time outside the regular school day.
408. The District will pay fifty dollars (\$50) per period for teachers assigned to each additional class period where a substitute teacher could not be hired by the District to cover for an absent teacher.

This provision shall not be applicable to instances in which a teacher is assigned to cover another teacher's class period when a teacher needs to leave early to coach a District sports team at a practice, but shall be applicable to instances in which a teacher is assigned to cover another teacher's class period when a teacher needs to leave early to coach a District sports team at an interscholastic game, match, meet, or event. At the beginning of each sports season when the event schedule is released, each coach is responsible to provide the main office with a list of dates when he or she must leave early to coach a District sports team at an interscholastic game, match, meet, or event, so that coverage can be arranged.

ARTICLE 5 - SUMMER, FEDERAL AND ADULT EDUCATIONAL PROGRAMS

501. Any vacancies of summer, federal and adult educational programs shall be publicized by the District and program coordinator and shall be posted in each school building as early as possible. Application forms available from the office must be submitted within one (1) week of the posting of said notices. Teachers who have applied for summer or adult educational positions will be notified of the action taken with their applications as soon as practicable.
502. Vacancies in the summer, federal and adult educational programs will, to the extent possible, be filled by regularly certified teachers in the Sullivan-West Central School District.
503. The hourly rate of pay for summer school, federal programs, and the extended school year program shall be \$55.00 per hour

These rates shall also apply to curriculum writings and curriculum development. Such sum shall be paid upon the completion and acceptance of the work product by the District. Such acceptance shall not unreasonably be withheld. Prior to fixing the number of days, the Superintendent, with the teacher's input, shall determine the scope of the project and establish the criteria for acceptance of the project in terms of the performance expectations.

If the district implements a summer school program which meets NYSED requirements, then they will employ a summer school coordinator. The summer school coordinator will not teach a class, unless an emergency arises on a given day of summer school. Any summer programs that are less than the NYSED summer school requirements will be run by a Head Teacher, fulfilling the requirements of both the coordinator and regular classroom teacher, at the pay rate of \$75 per hour.

504. All teachers shall have the right to continuing employment in summer, federal or adult educational programs provided their previous performance was satisfactory as evaluated by the Superintendent and/or his/her designee. Continued employment shall be based on continuation of the program.
505. a). Volunteer work on hiring committees for positions of principal, assistant principal, district office, assistant superintendent and superintendent will be performed by teachers without any extra compensation, even if such work is done outside of the normal work hours.
- b). When hiring teachers, teacher assistants and aides, the District will make every effort to have the hiring process within the work day schedule and during the school year.
- c). In those emergency cases when the hiring of a teacher, aide, or teacher assistant is only able to be done in the evening or summer (during non-work hours), if the District selects teachers to serve on those committees, it will endeavor to select teachers in the same tenure area or with knowledge of the grade or subject area or who have mentored teachers in the past to participate on the hiring committee. Such teachers will be paid at an hourly rate of \$44 per hour for work done during non-work hours.
506. Work which is approved by the Superintendent to be done other than during normal work hours, i.e., after school, summer work, except for programs covered by Article 5 of the Collective Bargaining Agreement, shall be compensated at an hourly rate of 1/200th of the individual's annual salary divided by 5.5.

Notwithstanding the above, the Superintendent may establish grant writing projects or approve teacher requests for proposals regarding the same, whereupon the Superintendent and the teacher shall discuss the activity and agree upon a fixed number of days for performance at the rate of 1/200th of the teacher's annual salary per day. Such sum shall be paid upon the completion and acceptance of the work product by the District. Such acceptance shall not unreasonably be withheld. Prior to fixing the number of days, the Superintendent, with the teacher's input, shall determine the scope of the project and establish the criteria for acceptance of the project in terms of the performance expectations.

507. Compensation for the adult education courses shall be Twenty-five (\$25.00) dollars per session which includes time for preparation and one (1) hour of instruction.

ARTICLE 6 - TEACHER ASSIGNMENTS, TRANSFER AND VACANCIES

601.

- a. The District will give each teacher an opportunity in the spring to provide in writing their top three preferences for teaching assignments during the following school year. The District shall give due consideration to the particular desires and professional qualifications of the individual teacher in making assignments and transfers.
- b. If a building administrator is considering any change in a teacher's assignment from the current school year to the following school year, the administrator will notify the teacher of the proposed change and give the teacher an opportunity to meet to discuss the proposed change prior to June 10. However, the District retains the discretion to change the teacher's assignment from one school year to the next. All teachers will be notified in writing of their assignments for the following school year as soon as possible after those assignments are decided but no later than June 10.
- c. It is understood that assignments may be changed after June 10 at the discretion of the District, as enrollments, programs and personnel are changed. The Superintendent or a building administrator will notify a teacher as soon as possible if it is considering a change in assignment after June 10, and will give the teacher an opportunity to meet with an administrator to discuss the proposed change. However, the District retains the discretion to change the teacher's assignment after such meeting. Teachers shall be notified at least ten (10) school days prior to the effective date of the change, absent exigent circumstances (i.e., the death or untimely departure of a teacher).

602. Any tenured teacher excessed by the Employer shall be given priority long-term substitute work in the area of the individual's tenure and/or certification.

603.

- a. WSUT recognizes the District's right to create and abolish positions and to determine whether or not to fill a vacant position. When the District decides to fill a vacancy or new position, it will post the notice of the vacancy and/or new position and send a copy of the posting to the President of WSUT. The deadline for applying for the vacancy or new position shall be at least ten (10) calendar days and between September and June 30th, no less than five (5) school days from the date of posting. Thereafter, no applications will be taken unless there is a re-posting of the position. The Superintendent's decision as to who shall be assigned to the position shall be final and binding on all parties.
- b. Teachers who desire to apply for promotional positions and other positions which may be filled during the summer vacation period shall submit their names to the Superintendent, together with the position or positions they desire to apply for, and an address where they can be reached during the summer vacation period. The Superintendent shall notify such teachers of any vacancy in a position for which they desire to apply. Such notice shall be sent as far in advance as practicable as to when applications must be submitted.

604. Members of the bargaining unit who are authorized to use their personal vehicles on district business will be reimbursed at the IRS rate.

ARTICLE 7 - PROBATIONARY TEACHERS

701. Prior to the end of the probationary period, the Superintendent shall recommend to the Board appointment to tenure of a probationary teacher found competent, efficient, and satisfactory. The Board shall take action on such recommendation and the District Clerk shall give written notice to the probationary teacher of the Board's decision not later than April 15 for teachers whose probationary period ends with the school year. In those cases in which a teacher's probationary period ends at another time during the school year, the District Clerk shall notify the teacher in writing two and one half (2-1/2) months prior to the end of the probationary period. In those cases in which a probationary teacher is to be terminated, the District will comply with the Fair Dismissal Law.
702. A teacher who desires to terminate his/her service, shall give the District thirty (30) days' notice.

ARTICLE 8 - TEACHER EVALUATION AND FILES

801. Teacher Evaluation

A. Definition of Covered Teachers

This APPR plan will apply only to classroom teachers. "Teachers of Record" are those teachers who are primarily and directly responsible for a student's learning.

The former APPR Plan shall expire upon completion and approval of this successor APPR agreement that will include all APPR processes and criteria for the 2016-17 school year.

Should the law (3012-d) or its regulations change in the future, this plan shall be revised and/or re-negotiated to be consistent with those changes.

B. Ensuring Accurate Teacher and Student Data

The District shall provide accurate data to the State Education Department (the "SED") in a format and timeline prescribed by the Commissioner. The District shall also provide an opportunity for every covered teacher to verify the subjects and/or student rosters assigned to him/her. The District shall designate a Data Coordinator who shall be in charge of collecting the required data, overseeing changes in and maintenance of the local data management systems, and ensuring the accuracy of the data. The Data Coordinator shall have the authority to assign tasks and deadlines, as required.

C. Reporting Individual Subcomponent Scores

The Data Coordinator (who shall not be a unit member) shall be responsible for reporting to the SED the individual subcomponent scores and the total composite effectiveness score for each covered classroom teacher and principal/instructional administrator in the District, and shall do so in a format and timeline prescribed by the Commissioner. Covered teachers will be afforded

the opportunity to verify the final data attributed to them within five (5) school days before it is sent to the SED.

D. Development, Security and Scoring of Assessments

The Data Coordinator shall be responsible for overseeing the assessment development, security, and scoring processes utilized by the District and shall take steps to ensure that any assessments and/or measures used to evaluate teachers are not disseminated to students before administration, and that teachers and principals/instructional administrators do not have a vested interest in the outcome of the assessments they score. Beginning with the 2012-2013 school year, such local assessments will be submitted to their district supervisor no later than September 15.

E. Teacher Observations

All classroom teachers shall be observed and evaluated based upon the APPR procedures and instruments contained herein. 50% of a teacher's overall HEDI rating is determined by teacher observations.

Teachers' performance will be assessed using multiple measures grounded in the New York State Teaching Standards. The Marshall's Teacher Evaluation Rubric will be used to assess teachers' professional practice. Evidence for evaluations will come from two mini-observations performed by the building principal and one mini-observation performed by an independent evaluator, for a total of three mini-observations.

- a. All 3 mini-observations will occur annually, between first day of school and the end-of-year APPR meeting between the teacher and the principal.
- b. All unannounced
- c. Minimum of 10 minutes each
- d. Randomized within the instructional period (some beginning; some middle; some end)
- e. Face-to-face meeting of principal and teacher by the conclusion of the next school day following the date of the observation.
- f. Succinct summary of meeting provided by principal to the teacher by the conclusion of the next school day following the date of the face-to-face meeting.

The different types of observations will be combined using a weighted average consistent with the weights specified below, producing an overall Observation Category score between 0 and 4. **In the event that a teacher earns a score of 1 on all rated components of the practice rubric across all observations, a score of 0 will be assigned.**

Marshall Point Conversion

Conversion to the New York State Ratings Categories:

<u>Rubric Section</u>	<u>Weight</u>
A	20%
B	20%

C	20%
D	20%
E	10%
F	10%

A teacher's final observation score shall be computed by weighting the principal's observations at 90% and the independent evaluator's observation at 10%.

The overall weighted observation score will then be converted into a HEDI rating using the table below.

The standard rounding up method will be used to the next whole number.

	Overall Observation Category Score & Rating	
	Minimum	Maximum
H	3.5	4
E	2.5	3.49
D	1.5	2.49
I	0	1.49

F. Student Performance

50% of a classroom teacher's overall HEDI rating is determined by student growth. Student growth is the change in student performance over the course of one academic year.

The student performance part of the teacher's composite effectiveness score shall be based upon the teacher's student growth data on state assessments as prescribed by the Commissioner. For those grades/subjects where there is no state-provided growth score, the 50% student performance shall be calculated using an SLO, as delineated in Task 2, Original Student Performance, of the APPR documented submitted via the NYSED portal by the Sullivan West Central School District on July 21, 2016 (attached).

The Optional Subcomponent will not be used in the Student Performance Category for any teacher.

Individual teacher's SLO scores shall be converted to an HEDI score using the following table:

Highly Effective			Effective			Developing		Ineffective												
20	19	18	17	16	15	14	13	12	11	10	9	8	7	6	5	4	3	2	1	0
97-100%	93-96%	90-92%	85-89%	80-84%	75-79%	67-64%	60-66%	55-59%	49-54%	44-48%	39-43%	34-38%	29-33%	25-28%	21-24%	17-20%	13-16%	9-12%	5-8%	0-4%

G. Overall Teacher Effectiveness Score

Each teacher's observation and student performance scores shall be combined using the following table to calculate the overall teacher's effectiveness score.

Scoring Matrix for the Overall Rating

		Teacher Observation Category			
		Highly Effective	Effective	Developing	Ineffective
Student Performance Category	Highly Effective	H	H	E	D
	Effective	H	E	D	D
	Developing	E	E	D	I
	Ineffective	D	D	I	I

H. Details of Timely and Constructive Feedback Provided to Teachers

1) Professional Development

The district will support each teacher's development and ensure that all individuals receive appropriate professional development. Everyone within the system should focus on the goal of student achievement (as per APPR regulations). The district will identify in a timely manner standard areas that need improvement and will provide opportunities for growth.

2) Midcycle Rubric Review

- A mid-term review meeting will occur for all probationary teachers on or about the date of the end of the first semester of the school year. For tenured teachers, a mid-term review meeting will occur if requested by either the administration or the teacher. If this meeting is to occur, it will take place on or about the date of the end of the first semester of the school year.
- A TIP may be implemented by the principal at this time.

I. Teacher Improvement Plan (TIP)

1. The Purpose of a TIP is to:

- improve teacher performance;
- provide a targeted, intensive assistance process;
- promote professional growth.

2. Referral to a TIP

a. The administrator will recommend a teacher for the TIP component when they receive a rating of developing or ineffective on the end of the year APPR. After three (3) observations, each teacher will have a mid-cycle rubric review. At this point, if the teacher is deemed Ineffective, a TIP may be implemented.

b. The administrator, via written report to the Superintendent or designee, will initiate the recommendation by October 1st following the school year for which such teacher's performance is being measured or as soon as practicable thereafter. A copy of the report will also be provided to the teacher. The recommendation will include:

- A description of the concerns as they relate to the teacher's proficiency in demonstrating the Criteria for Effective Teaching.
- Documentation of previous efforts made by administrator and/or teacher to improve performance.

c. The administrator, the teacher, and a union representative will work collaboratively to develop, institute and monitor the TIP. Determination of whether the objectives of the TIP are met will be made by the administrator.

d. The TIP must include at least the following elements, as reflected in the TIP evaluation sheet.

- Identification of the area or areas of the teacher's professional practice that need improvement.
- A timeline for achieving improvement.
- The manner by which the improvement will be assessed, and, where appropriate,
- Differentiated activities and action steps designed to support improvement in the area(s).
- A clear statement of the additional support and assistance that the teacher will receive.

The attached document should be used in developing, monitoring and evaluating the TIP.

TEACHER IMPROVEMENT PLAN

(To be completed jointly by the teacher, the administrator, and a union representative)

Name _____ Building _____ Grade/Subject _____

Area(s) Needing Improvement	Action Steps (Detailed Description)	Timeline For Completion	Evidence	Satisfactory Progress		Action Steps Completed	
				Yes	No	Yes	No
TIP Satisfied?	Yes <input type="checkbox"/> No (If no, recommendations must be specified in the Administrator's comments below.)	<input type="checkbox"/>					

Teacher's Comments: _____

Administrator's Comments: _____

Teacher's Signature Date

Administrator's Signature

Date

J. Appeals of Annual Professional Performance Reviews

A tenured teacher who receives an Ineffective or Developing overall APPR rating, or a probationary teacher with an Ineffective overall APPR rating or who, based upon an anomaly, receives a Highly Effective rating in the observation category and an Ineffective rating in the student performance category (which yields a Developing overall APPR rating), shall be entitled to appeal his/her overall APPR rating. Teachers who receive a state-provided growth score may appeal that score through the state-provided process, to the Commissioner of Education.

(1) Step One - Professional Discussion:

Any formal appeal must be preceded with a “professional discussion” between the teacher and his or her direct supervisor (the person who completed the APPR). A meeting must be held for this purpose within five (5) calendar days of receiving the APPR, and the teacher shall have the right to be accompanied by a representative of his or her choosing. The teacher’s objective in this “professional discussion” is to review those portions of the APPR evaluation which the teacher disputes. At this meeting the teacher should provide the supervisor with all pertinent documentation or evidence in support of his or her position.

The “professional discussion,” the first step in the appeal process, must be based on one or more of the following:

- The school district’s adherence to the standards and methodologies required pursuant to Education Law 3012-d.
- Adherence to the Commissioner’s Regulations, as applicable to such reviews.
- Compliance with any locally-negotiated procedures applicable.
- Issuance and/or implementation of the terms of the teacher’s TIP (Teacher Improvement Plan) under Education Law 3012-d.

The teacher may not file multiple appeals regarding the same performance review or the implementation or terms of a TIP.

In the “professional discussion,” and throughout the appeals process, the teacher has the burden of demonstrating a clear legal right to the relief requested (changing the APPR evaluation rating) and the burden of establishing the facts upon which he or she seeks relief.

Within three (3) calendar days of the “professional discussion,” the teacher’s immediate supervisor shall provide a written decision to the teacher (with a copy provided concurrently to the Superintendent) regarding the disputes raised at that meeting.

(2) Step Two - Formal Appeal:

If the teacher is unsuccessful in obtaining a revised APPR evaluation as a result of the “professional discussion,” he or she may take the second, and final, step in the process, filing a Formal Appeal. The teacher is permitted to appeal upon grounds of 3012-d. That appeal must be made in writing and submitted to the District Clerk. The Formal Appeal hearing will take place before a three-person Formal Appeal Committee.

The APPR Formal Appeal Committee will be made up of the WSUT President or his/her designee, the Superintendent of Schools or his/her designee, and a third person chosen from

a list of persons jointly approved by the WSUT President and the Superintendent. This list will be created and updated annually. If, however, the WSUT President and the Superintendent cannot agree on any acceptable third member, that role will be taken by the BOCES District Superintendent.

The formal appeal must be filed by the teacher within fifteen (15) calendar days of receiving the APPR. The appeal articulates the particular basis for the appeal raising only those issues set forth in Section 3012-d of Education Law. All documents and evidence pertinent to the appeal which were earlier submitted by the teacher to his or her immediate supervisor must accompany the appeal.

The entire hearing process, from the date of receiving the APPR until its conclusion (the written finding of the Formal Appeal Committee), is limited to only thirty (30) days, so the Formal Appeal hearing must be scheduled and conducted as quickly as possible. Just as the teacher was welcome to invite a representative to accompany him or her to the professional discussion with the supervisor, so too may the teacher choose to have another person help to represent his or her position at the Formal Appeal hearing. The decision of the three-member Formal Appeal Committee must be rendered, in writing, within the thirty (30) calendar day time limit for the entire appeal process. Its finding is binding, not subject to grievance, arbitration, or further review.

K. Training of Lead Evaluators, Evaluators, Independent Observers, and Peer Observers and Certification of Lead Evaluators

- a) The process for training evaluators, including impartial and independent observers and peer observers, and certifying and re-certifying lead evaluators must include:
 - The process for training lead evaluators and evaluators, including impartial independent observers and peer observers;
 - The process for the certification and re-certification of lead evaluators;
 - The process for ensuring inter-rater reliability; and
 - The nature (content) and the duration (how many hours, days) of such training.
- b) The "lead evaluator" is the administrator who is primarily responsible for a teacher's APPR composite rating. The term "evaluator" shall include any lead evaluator, evaluator or independent evaluator who conducts an observation or evaluation of a teacher.
- c) All evaluators including the independent evaluator shall successfully complete a training course that meets the minimum requirements prescribed by the law and shall include application and use of teacher practice rubrics selected for use by the parties in evaluations.
- d) To be deemed a district certified lead evaluator, evaluator or independent evaluator, one must successfully complete a training course meeting the minimum requirements prescribed in the law and regulations.

- e) Nothing herein shall be construed to prohibit an evaluator who is properly certified by the State as a school administrator from conducting classroom observations or school visits as part of an annual professional performance review under Chapter 103 prior to completion of the training required by said Chapter or the regulations thereunder, as long as such training is successfully completed prior to completion of the annual professional performance review.
 - f) The training for all lead evaluators, evaluators and independent evaluators will contain the New York State Teaching Standards, and their related elements and performance
- 802.** The following faculty will be evaluated using the Marshall Rubric or job specific rubrics chosen by the APPR committee: Pre-K teachers, Librarians, Guidance Counselors, Teacher of the Speech and Hearing Handicapped, Literacy Coach, Elementary AIS teachers, Social Worker, School Psychologist, and Nurses.
- A. All faculty will be observed when feasible and practical.
 - B. Each observation of teaching performance shall be conducted openly. Individuals shall be informed of the criteria, as determined by the District, to be used in any observation. The observations performed during the course of the year will be in narrative form. The APPR form shall be a combination of a narrative and a checklist. The APPR process will start not later than October 15 each school year.
 - C. After an evaluation is concluded, a written evaluation report will be discussed and given to the individual within fifteen (15) school days after the evaluation and a copy placed in the faculty member's file. After the evaluation report is placed in the faculty member's file, the faculty member may submit a written answer to the evaluation report, which will also be placed in the faculty member's file, provided such written answer is submitted to the Superintendent within fifteen (15) school days after the written evaluation report is offered or sent to the faculty member, otherwise, the right to submit a written answer is lost.
 - D. If a faculty member disputes an action taken by the Superintendent under Article 8 of this contract including discipline and/or termination, the faculty member may follow the grievance procedure set forth in this Agreement or pursue his/her rights under the appropriate New York State Law (including Education Law). The faculty member shall not have the right to follow the grievance procedure set forth in this Agreement and pursue his/her rights under the New York State Law (including Education Law).
- 803.** A teacher shall have the right to be accompanied by a representative at any meeting with a supervisor or administrator, which meeting is for the purpose of criticism, discipline or reprimand. At any time after the commencement of said meeting, the teacher shall have the right to adjourn the meeting for a reasonable period of time for the purpose of obtaining a representative of his/her choice to accompany him/her at the continuation of the meeting.
- 804.** When the District shall receive a written complaint or derogatory information about a teacher which is to be placed in the teacher's file, such complaint or material shall not be placed in the teacher's file until the teacher has had an opportunity to read such complaint

or material. The teacher shall sign the complaint or report which signature shall constitute conclusive proof that the teacher has read, understood and received such complaint or material but shall not indicate agreement with the complaint or material. Such material shall be removed from a teacher's file upon presentation of evidence that such information or material is false and inaccurate.

- 805. A teacher has the right, upon request, to review the contents of his own file, at reasonable times and to make one (1) copy of its contents. A representative of WSUT may accompany the teacher at the time the file is reviewed. Privileged information such as confidential credentials or recommendations and related personal references shall not be subject to review. Such files shall be maintained by the District for not less than five (5) years after termination of employment. Any material, except evaluations, shall be removed from a teacher's file upon presentation of evidence that such material is false and inaccurate.
- 806. In other cases of complaints of a serious nature against teachers, teachers shall be given the opportunity to read or hear complaints and answer same before any action is taken by the Board. All such complaints must be placed in writing to the District.
- 807. All Appendix B non-coaching positions will be evaluated by the building administrator responsible for the activity. The District and the WSUT will mutually agree upon an evaluation format.

ARTICLE 9 - CONDITIONS AND FACILITIES

- 901. Substitute teachers shall be provided by the District whenever needed to avoid cancellation of classes necessitated by the absence of a teacher or inability to hold regularly scheduled classes. Regular teachers should leave lesson plans for a period of one week. If a teacher expects to be out longer, the teacher shall confer with the Superintendent as to future progress of the class.
- 902. Teachers shall not be requested to perform custodial duties beyond the normal housekeeping.
- 903. A suitable area shall be set aside, wherever possible, separate and distinct, from the student cafeteria, for the use of teachers as a dining area. Such a room shall have facilities for coffee and a work area.
- 904. Wherever possible, the District shall provide in each building a suitably furnished room or rooms for the exclusive use of teachers as a faculty lounge. The existing main building facilities or their functional equivalent will be maintained.
- 905. The duties and responsibilities of any teacher will not be substantially altered or increased unless mandated by regulation or law or the nature of the subject matter.
- 906. Rules and regulations other than those set forth in the Agreement which govern the activities of teachers within school buildings shall be uniform throughout the school district.
- 907. The Board may implement a policy, without further negotiations, that would preclude non-resident bargaining unit members from seeking to enroll their children in schools of the

Sullivan West Central School District on a tuition-free basis. The policy would be applicable to existing staff who were previously employed in the Narrowsburg and Delaware Valley schools and who have not enrolled their non-resident students in the District, as well as to all new staff hired on or after June 30, 1999. However, existing staff members who were employed in the Jeffersonville-Youngsville schools prior to July 1, 1999 with non-resident children attending the Sullivan West Central School District and/or under the age of eligibility to enroll for school and who plan to have their children attend the Sullivan West Central School District, shall be entitled to such attendance on a tuition-free basis.

ARTICLE 10 - WSUT RIGHTS

1001. WSUT shall have the right to reasonable use of school buildings and facilities at reasonable times for meetings and WSUT activities. Requests to use the school buildings and facilities shall be made in writing, in advance, to the Superintendent or his/her designee. Union meetings may not be held during the contractual work day. The Association may have its general membership meeting on one of the first two Superintendent's Conference Days of the school year at a time designated by the Superintendent and the WSUT President.
1002. WSUT shall have the right to send e-mail messages to its members' school email addresses regarding union-related matters, and to place notices, circulars and other materials on WSUT bulletin boards and in teacher mail boxes provided, however, that such notices or communications shall not materially interfere or substantially disrupt the mission of the District.
1003. This Agreement shall be printed at the sole expense of the District and distributed to all teachers of the District within a reasonable time after its execution. The District shall supply WSUT with fifteen (15) copies of this Agreement.

ARTICLE 11 - STUDENT DISCIPLINE

1101. Teachers shall be responsible for students during the school day and school year.

ARTICLE 12 - TEACHER PROTECTION AND DISCIPLINE

Assistance in Assault Cases

1201. Teachers shall be required to report all cases of assault suffered by teachers in connection with their employment to the Superintendent. The Superintendent shall acknowledge receipt of such report.
1202. If an assault on a teacher results in loss of time, the teacher shall be paid in full for a period not to exceed one (1) month and such paid absence shall not be deducted from any sick leave to which such teacher is entitled under this Agreement. Any Workers' Compensation benefits due a teacher during said period shall be paid to the school district. In the event the absence due to an assault exceeds one (1) month, payment thereafter shall be covered by the leave pay portion of this Agreement.

Transportation of Pupils and/or Other School Employees

1203. If a teacher has written permission of the Superintendent to use his/her car to transport pupils and other school employees on school business, and does so, then the teacher and the teacher's car shall be covered by the "non-ownership" portion of the District's Automobile Liability Policy.

ARTICLE 13 - PROFESSIONAL IMPROVEMENT

1301. The District will provide in-service courses for its teachers. A WSUT Committee will survey courses offered in the area and make recommendations to the District for its consideration and approval. The District will offer 20 hours of CTLE per year without charge.
1302. Each teacher who shall successfully complete such in-service courses shall earn credit hours at the rate of one credit for every ten (10) hours of instruction. However, payment for such credit hours shall be subject first to the rights of the Board of Education and the Superintendent set forth in Article 21 of this Agreement.

At the District's option, unit members who are approved for in-service courses of up to fifteen (15) hours, shall be allowed to accumulate the hours toward credit.

The Superintendent or designee will make all reasonable efforts to approve/deny requests for professional development within two (2) weeks of submission to the District.

- 1303.
- A. Except with respect to Summer Sabbatical travel, in-service credit for travel may be granted at the sole discretion of the Superintendent. The Superintendent's decision shall be final and binding upon all parties and must be obtained prior to the travel.
 - B. An educational plan shall determine the itinerary. Recreational plans shall be incidental.
 - C. A clearly identifiable educational purpose shall unify the segments of the total trip.
 - D. The teacher shall not have traveled under an identical itinerary before.
1304. Teachers planning in-service credit for travel shall submit to the Superintendent an itinerary four (4) weeks before the trip and a brief report within four (4) weeks after the trip. A maximum of three (3) credits will be allowed for travel in any one (1) calendar year in accordance with the following schedule:

<u>Weeks of Travel</u>	<u>Maximum credits allowed</u>
2 weeks	1 credit
3 weeks	2 credits
4 weeks	3 credits

1305. A teacher may take courses to earn additional educational credit hours other than in-service credit hours as hereinabove provided. Credit hours shall mean credits earned in advanced study by a teacher at an accredited institution recognized by the New York State Board of Regents. Payment for such credit hours approved by the Superintendent shall be up to

sixty (60) beyond a bachelor's degree for teachers holding less than a master's degree and up to ninety (90) beyond a bachelor's degree for teachers holding a master's degree. Effective July 1, 2006, regarding future course or in-service work the references to sixty (60) credits and (90) shall be increased to one hundred fifty (150) credits beyond their required college degree.

1306. All requests to attend subject area conferences and conventions shall be submitted in writing to the Superintendent who shall make the final decision upon the request. If the Superintendent approves the teacher's request to attend the subject area conference and approves the teacher's use of his/her private vehicle, then the teacher will be paid an amount per mile at the maximum non-taxable I.R.S. rate plus tolls paid for travel from the teacher's home to the conference and/or convention and return. Payment for expenses, if any, will only be made to the teacher provided the Superintendent has given written approval before the teacher attends the subject area conference and/or convention.
1307. Mentor/Internship Program - All newly hired teachers who do not have at least two years of prior public school teaching experience, and teachers holding transitional certificates (Commissioner's Regulation) shall participate in the District's Mentor/Internship Program as part of professional development. The purpose of the program is to enhance student achievement.

All newly hired teachers with two (2) years or more of teaching experience or reassigned teachers may be assigned mentors with the approval of the Superintendent or designee.

1308.

- A. The mentoring program shall be coordinated by a mentor/intern advisory committee with membership consisting of three administrators selected by the Superintendent and four members selected by WSUT. A quorum shall require the presence of five committee members. This committee shall meet at least every other month. Its responsibilities will include:
1. Recruiting and training mentors from all disciplines.
 2. Informing all new staff who must participate in the internship program and conducting an orientation session that will introduce them to all aspects of the program.
 3. Matching mentors and interns based upon teaching assignment and proximity with the matches recommended to the Superintendent for approval who shall in turn make a recommendation to the Board of Education.
 4. Monitoring the varied components of the program including mentor pay and time sheets, monthly mentor and intern reports, the quality and nature of the mentor/intern contacts.
 5. Give mentor/intern pairs feedback on at least a bi-monthly basis using the "Bi-Monthly Advisory Committee Response form".

6. Intervening when mentor/intern pairings are unsuccessful and making adjustments or changes when necessary.
 - B. Only those tenured teachers who have received mentor training at a reputable training center shall be eligible for selection as a mentor. Such training shall be compensable with in-service credits.
 - C. Mentoring activities shall take place before and/or after regular school hours, during common preparation time and possibly during Superintendent's Conference days. If common preparation time is unavailable to the mentor and intern, up to three days per school year or the equivalent per school year shall be made available to those mentors-interns for mentoring activities.
1309. Mentors and interns shall be responsible for maintaining written logs indicating that mentoring time of at least forty (40) hours during the school year has taken place.
 1310. Mentoring activities may include meetings, classroom visitations, lesson planning, curriculum and assessment development, staff development, etc.
 1311. The Building Principal and the mentor shall be responsible for the coordination of mentoring activities, such as facilitating classroom visits and arranging for substitute coverage for those mentors and interns who do not have common planning time in which to carry out mentoring activities.
 1312. The Mentor/Internship Program is non-evaluative and mentors shall not divulge information to be used for evaluating or disciplining the intern, unless withholding such information poses a danger to the life, health, safety of an individual, including, but not limited to, the students and staff of the school, or unless such information indicates that the new teacher has been convicted of a crime, or has committed an act which raises a reasonable question as to the new teacher's moral character.
 1313. The mentor/intern ratio shall not exceed 1:3.
 1314. Mentors shall be compensated in accordance with Appendix B stipend schedule per intern per annum for mentoring up to three (3) interns. Interns shall be compensated by in-service credit for the forty (40) hours of mentor/internship activities. The role of the mentor shall include, but not be limited to, providing guidance and support to the new teacher.
 1315.
 1. The District will compensate the teacher bargaining unit member who serves as the Chair of the Mentor-Intern Committee with a stipend of \$900 per year and the teacher bargaining unit members who serve as Members of the Mentor-Intern Committee with stipends of \$350 per year.
 2. It is understood that any and all meetings of the Mentor-Intern Committee will be held after normal school hours and will not result in teachers missing any classes or other ordinary assigned duties. It is expected that the Mentor-Intern Committee will meet for at least 12 hours per school year and that the Chair and Members will attend each meeting, absent exigent personal circumstances. The stipends established by this agreement will be

considered full payment for any and all time the Chair and/or Members devote to Mentor-Intern Committee meetings and related work.

1316. The Mentor/Internship Program shall be evaluated on an annual basis, reflecting upon its efficacy in enhancing student achievement, by receiving the written comments of the mentors, interns and principals regarding the adequacy of time available for mentoring activities, resources made available and suggestions for improvement to enhance the program. The information to be presented shall not include evaluative comments about either the mentor or the intern. The evaluation shall be submitted to the District's Professional Development Team. Upon reviewing the same, the team shall issue a written report to the Superintendent and Board of Education for their consideration. Such report shall include a list of mentors and interns who have completed the minimum 40 hour requirement.

ARTICLE 14 - SICK LEAVE

1401. Sick leave shall provide paid time off for personal illness, injury or physical disability excluding personal leave. The parties acknowledge that any period of pregnancy related disability must be treated as any other illness or injury pursuant to the provisions of this Agreement.
1402. Subject to the provisions hereinafter set forth, teachers with less than three (3) years service with the District shall accumulate sick leave at the rate of ten (10) days per annum.
1403. Subject to the provisions hereinafter set forth, teachers with more than three (3) years of service with the District shall accumulate sick leave at the rate of twelve (12) days per annum.
1404. The maximum accumulation of sick leave shall be three hundred (300) days.
1405. Sick leave shall be credited on the first (1st) day of the school year.
1406. Each teacher who seeks to use sick leave shall be allowed such leave provided such teacher shall, unless conditions do not permit, notify the District as soon as may be practical prior to the beginning of the school day for which sick leave is claimed.
1407. The Superintendent may require a physician's certificate to verify an employee's illness, injury, or liability after four consecutive days or in cases of habitual absence.
1408. A teacher shall be entitled to sick leave only during continual employment with the District. Except as otherwise provided herein, upon termination of employment for any reason, accrued sick leave shall be canceled and forfeited.
1409. A sick leave bank shall be established by WSUT and the District for the purpose of providing additional sick leave to any teacher who has exhausted his/her sick leave and who has an extended disability. Each teacher who participates in the sick leave bank shall contribute one (1) day from accumulated sick leave to the "bank" in return for the right to draw upon the "bank". The "bank" shall be renewable once all days contributed have been exhausted. All unused sick bank days shall be carried over into the following school year.

1410.

A. Rules and Procedures:

1. Enrollment - The open enrollment (or re-enrollment) period for participation in the Sick Leave Bank shall be the first day of the school year through September 30 of that year, or within 60 days of the first day of employment in the Sullivan West Central School District for those hired during the school year.
2. Eligibility for Use of Sick Leave Bank Days - An enrolled member who has exhausted all of their accumulated sick days and who is suffering from a catastrophic, prolonged or disabling illness or accident is eligible to apply to use the Sick Leave Bank.
3. Application for Use of Sick Leave Bank Days - The applicant shall submit a completed Request for Withdrawal of Sick Days form and a statement from his/her physician verifying the extended disability that is the reason for the application and the expected duration of the disability.
4. Workers' Compensation and the Sick Leave Bank Days - If a member is eligible, or appears to be eligible, for workers' compensation he/she shall apply for such benefit. In the event that the illness or accident is determined to be covered by Workers' Compensation remuneration received from Workers' Compensation for the District will recredit lost wages to the Sick Leave Bank. Recrediting to the Sick Leave Bank will be determined by dividing the weekly workers' compensation award received by the member's regular weekly salary and multiplying that dividend by five. The resulting product shall be the number of days reccredited to the Sick Leave Bank for that week.
5. Procedure for Granting of Days - After compliance by the member with paragraph 3 and 4 (if applicable) of this document, the Sick Leave Bank Committee shall grant the application to a maximum of sixty (60) days.
6. The Sick Leave Bank Committee shall extend the number of Sick Leave Bank days to a member if so requested provided that the member submits a current statement from his/her physician verifying the continuing nature of the extended disability and the expected duration of the disability. Said request for additional days shall be in writing and be made at least ten (10) working days prior to the expiration of the previously granted sick bank leave. The Committee's extension of Sick Leave Bank days to the applicant shall be for a specific period of time not to exceed 60 days per extension, however, not to exceed a total of 182 days per illness or accident.
7. Reimbursement of the Sick Bank - If a members uses days from the Sick Leave Bank he/she shall reimburse thirty (30%) percent of the Sick Leave Bank days that he/she used. Said reimbursement shall begin in the school year following the last year in which Sick Leave Bank days were used. The member shall reimburse the bank one day in the first year, two days in the second year and three days per year thereafter. However, should the member leave his/her employment with the Sullivan West Central School District, the obligation to reimburse days to the Sick Leave Bank shall terminate.

8. Withdrawal of Membership - Withdrawal of membership shall be in writing to the Chair of the Sick Leave Bank.
 9. Decisions of the Sick Leave Bank Are Final and Binding - Majority decisions of the Sick Leave Bank Committee shall be final and binding and not subject to the contractual grievance procedure.
 10. Donations Upon Retirement – Upon retirement, teachers who have more than 260 accumulated sick leave days may donate one (1) day to the sick leave bank for each ten (10) days they have in excess of 260.
- 1410.
- B. The sick leave bank shall be administered by a committee of two teachers, appointed by WSUT, and two administrators, appointed by the District, who shall review requests for sick leave bank days and act upon such requests. A quorum shall consist of the entire committee. A majority decision of the committee shall be final and binding upon the teacher. If the committee cannot reach a majority decision, the matter shall be submitted direct to arbitration under the expedited rules of the American Arbitration Association. The cost of such arbitration shall be shared equally between the Board and WSUT.
1411. A teacher may use not more than five (5) days of accumulated sick leave for family illness of a father, mother, spouse, child, grandparent or other individual living in the household of the teacher. Upon request and written approval of the Superintendent, a teacher may use accumulated sick leave in excess of five (5) days for family illness. There shall also be an entitlement to accumulate up to three (3) days of additional family illness leave based upon the non-use of sick leave in a prior year, where every two (2) unused sick days from the prior year may be converted and carried forward as one day of accumulated family illness leave, upon the maximum accumulation of three (3) such days.
1412. All teachers shall retain the sick leave accrued or granted as of June 30, 1976.

ARTICLE 15 - PERSONAL LEAVE

1501. Personal leave is paid time off granted for personal business of the teacher which requires the absence of the teacher at a time when schools are in session.
1502. Personal leave shall not be used in conjunction with sick leave or vacation time or holiday unless the Superintendent of Schools determines that there are mitigating circumstances and grants prior written approval to use personal leave in conjunction with other leave time or non-school days.
1503. Each teacher shall be granted three (3) personal leave days per school year. Up to two (2) unused personal leave days may be carried over from one school year to the next, so that the total maximum number of personal leave days available to a teacher in a school year is five (5).

1504. Application for personal leave must be submitted in writing to the District at least two (2) school days whenever possible prior to the date for which leave is requested. No reason need be given for the first three (3) days of personal leave taken in a school year, but a written explanation must be given for any personal leave days taken beyond three (3) in a school year.
1505. At the end of the school year, all unused personal leave shall be converted to accumulated sick leave not exceeding the sick leave accumulation permitted by Article 14.

ARTICLE 16 - CHILD CARE LEAVE

1601. Non-paid child care leave in accordance with the FMLA shall be granted to a teacher for the purpose of childbirth, child rearing or the adoption or fostering of a minor child. Notice of intention to claim child care leave shall be given to the District not less than thirty (30) days prior to the commencement of such leave. The notice shall set forth the termination date of such leave.
1602. Bargaining unit members shall have the right to a leave of absence for up to one year without pay; provided, however, that such leave must terminate at the end of the semester or at a date mutually agreeable to the employee and the Superintendent. The employee may apply to the Board for more than a one year leave (up to two years) which may be granted at the Board's discretion. Any extension of a leave for a greater period, up to the two (2) year limit, must be upon six (6) month notice. With respect to a unit member undergoing childbirth, child care leave may commence prior to the time of the onset of pregnancy related disability, in which event such leave shall be deemed a leave of absence without pay for the duration of the leave.
1603. In the event that a teacher may desire to return to work prior to the termination of the original leave or extension thereof, the teacher shall apply in writing to terminate such leave to the District. Such application shall be made not less than one (1) term prior to the date upon which such teacher seeks to return to work.
1604. No teacher on child care leave shall be denied the opportunity to substitute teach in the District in the area of his/her competence.
1605. Sick leave benefits shall be granted to teachers who are physically disabled because of pregnancy, provided a medical certificate satisfactory to the District is provided by the teacher. This provision shall not apply to a leave of absence without pay as described in Section 1602.
1606. During the time of an unpaid child care leave, the employee shall be entitled to participate in the District's health insurance program in the same manner and at the same rate of contribution as during the employee's regular employment with the District, up to the end of the employee's FMLA entitlement. If an employee is not eligible for FMLA leave or once an eligible employee has exhausted her or his 12-week FMLA entitlement, an employee on unpaid child care leave shall be entitled to participate in the District's health insurance program by paying the full premium costs of such participation.

- 1607. A teacher on an unpaid child care leave shall not accrue service time, seniority, accumulate sick leave or personal leave, or any other benefit but shall, upon termination of such leave and return to full time employment with the District, receive all benefits such teacher would have been entitled to receive at the time such teacher commenced such leave.
- 1608. Child care leave may be extended for additional terms at the sole discretion of the District. Teachers may, at their option, continue to receive health insurance at the teacher's sole cost and expense while on extended child care leave.

ARTICLE 17 - UNPAID AND MISCELLANEOUS LEAVES

- 1701. The District may grant leaves of absence without pay for a period not to exceed one (1) school year.
- 1702. WSUT President or his/her designee of the Professional Staff shall be allowed ten (10) days leave with pay for WSUT business. The WSUT President and Executive Vice President shall not be assigned to supervisory duties.
- 1703. Each teacher shall be granted any leave of absence required by law with such benefits upon re-employment including salary and seniority, as may be mandated by law, provided, however, that the tenure and step upon which such teacher was at the time leave commenced shall not be adversely affected by such leave upon re-employment.
- 1704. A teacher on unpaid leave at the beginning of the school year shall have pro-rata sick leave and personal leave benefits for that school year upon the teacher's return to work.

ARTICLE 18 - BEREAVEMENT LEAVE

- 1801. Five (5) work days bereavement leave will be granted without loss of pay to any unit member who suffers a death in his/her immediate family. Immediate family shall be spouse, child, parent, legal guardian, brother or sister, mother-in-law, father-in-law, grandparents, grandchildren, brother-in-law, sister-in-law, and individual living in the unit member's immediate household. Bereavement leave shall generally begin on the date the unit member receives notice of the death or the following day and shall run on consecutive work days. However, in the event that funeral services are delayed or there are multiple services at different times for the same death, the unit member may (upon notification to the Superintendent or building administrator) begin bereavement leave at a later date or take bereavement leave on non-consecutive days to attend such services.
- 1802. Unit members shall also be eligible for up to two (2) days bereavement leave under circumstances not otherwise covered by Sections 1801 or 1802, upon written approval of the Superintendent.
- 1803. Bereavement leave shall be non-cumulative.
- 1804. Bereavement leave will not be granted should the necessity for this leave occur at a time other than the time when the teacher would be working.

ARTICLE 19 - HEALTH INSURANCE

1901.

- a) The District shall be obligated to meet and consult with WSUT prior to selecting a new health insurance provider.
- b) The District shall have the right to decide when to change insurance carrier and the insurance carrier to be selected. The District's decision on the time to change insurance carrier and the name of the new insurance carrier shall be final and binding upon all bargaining unit teachers and the WSUT.
- c) Substantial Equivalent shall mean substantially the same or better coverage on the date the District changes to a new insurance carrier and on no other date or time.
- d) As of July 1, 2022, all bargaining unit members will pay 13.5% toward the cost of either individual or family health insurance costs.
- e) As of July 1, 2023, all bargaining unit members will pay 14% toward the cost of either individual or family health insurance costs.
- f) As of July 1, 2024, all bargaining unit members will pay 14.5% toward the cost of either individual or family health insurance costs.
- g) As of July 1, 2025, all bargaining unit members will pay 15% toward the cost of either individual or family health insurance costs.
- h) Effective July 1, 2002 the District shall implement a Section 125 Internal Revenue Code Flexible Benefit Plan.

1902.

Unit members hired before June 30, 2010 will be required to complete ten (10) years of continuous service with the District immediately preceding their retirement in order to be eligible for continued health insurance coverage during retirement. Unit members hired on or after June 30, 2010 will be required to complete fifteen (15) years of continuous service with the District immediately preceding their retirement in order to be eligible for continued health insurance coverage during retirement. The District shall contribute towards the health insurance premium costs of retirees, that dollar amount that represents 100% of the premium cost for the retiree in the last year immediately before retirement. The District's contributory obligation shall not be reduced in the event that a retiree changes from family to individual coverage. For unit members who retire on or after July 1, 1989, in no event shall the District contribution fall below 50% of the cost of individual coverage and 35% of the cost of family coverage; provided, however, that for unit members who retire on or after July 1, 2005, and who have served in the District for at least ten (10) years, after five (5) years of retirement, the District's floor obligation for funding health insurance premiums shall be 75% individual/60% family.

Unit members who are currently retired and are otherwise entitled to receive Medicare Part B reimbursements and unit members who retire during the term of this agreement

(i.e., on or before June 30, 2026) shall receive monthly reimbursement from the District for their monthly Medicare Part B premium costs.

- The amount of the District's reimbursement obligation is capped at a total of \$250.00 per month per unit member for unit members who retired on or before June 30, 2014.
- The amount of the District's reimbursement obligation is capped at a total of \$150.00 per month per unit member for unit members who retired between July 1, 2014 and June 30, 2018.
- The amount of the District's reimbursement obligation is capped at a total of \$100.00 per month per unit member for unit members who retired between July 1, 2018 and June 30, 2022, and who retire between July 1, 2022 and June 30, 2026.
- The reimbursement may include some or all of the standard Medicare Part B premium plus the income-based adjustment as set by the federal government up to the combined maximum amounts (\$250.00, \$150.00, or \$100.00 depending on the date of retirement) per month. (Those employees who accepted the reimbursement rate of \$86.00 per month pursuant to a retirement incentive agreement will continue to receive the agreed upon \$86.00 per month Medicare Part B reimbursement rate.)
- The District will have no obligation for Medicare Part B reimbursements for any unit member who retires on or after July 1, 2026.

The District will continue to contribute 100% of the health insurance premium costs for all retired teachers of the former Narrowsburg Central School District who were hired on or before July 1, 1999, and who retired on or before June 30, 2005. (Eight individuals are identified for entitlement in a letter dated February 6, 2001 from Mr. Shaw to Mr. Balcom.)

1903. Teachers on unpaid leave of absence shall be entitled to participate in such health insurance plan provided such teacher makes appropriate arrangements to pay the entire cost of such premiums.
1904. Unit members who are eligible for full Health Insurance coverage pursuant to Article 19 of this agreement, and who elect not to have such coverage shall receive \$1,700.00 at the end of the school year, if there are fewer than thirty (30) eligible unit members who elect not to have such coverage by September 1 of the school year. If there are thirty (30) or more eligible unit members who inform the District by September 1 of each school year of their election not to have such coverage, the eligible unit members who elect not to have such coverage shall receive \$3,500.00 at the end of the school year. If there are thirty-five (35) or more eligible unit members who inform the District by September 1 of each school year of their election not to have such coverage, the eligible unit members who elect not to have such coverage shall receive \$4,000.00 at the end of the school year.

Unit members must elect this option for the entire school year in order to be eligible for payment, except that any unit member whose spouse becomes ineligible for health insurance coverage during the school year, will be eligible to apply for health insurance coverage and to receive pro-rata payment for the period during which the unit member did not elect coverage.

Unit members who elect not to have health insurance coverage shall notify the business office by September 1 of each year. Unit members employed during the school year shall have thirty (30) days to notify the business office.

Re-enrollment in the health insurance plan will comply with regulations of the insurance plan and carrier.

1905. Where both a unit member and his/her spouse are employees of this School District, they will be restricted in enrolling for health insurance coverage in the District's Plan, as follows:

- a. One family coverage for both spouses and their family; or
- b. Each spouse may enroll for individual coverages.

Upon retirement, each spouse may enroll for individual coverage or family coverage may be maintained under the enrollment of only one of the spouses. Those unit members who retire subject to this restriction and who opted for family coverage (as referenced above) shall be assured the continuation of coverage for the surviving spouse and family members, if any, upon the demise of the spouse in whose name the coverage was placed at the time of retirement. Upon divorce, whether during the time of employment or in retirement, the non-insured spouse shall be assured entitlement to coverage on an immediate basis, whereupon the buy-out, as referenced below, will be pro-rated.

The District shall pay the spouse who is forced out of dual coverage during employment in the District or in retirement (as agreed upon between the spouses or the one with the earlier birthday), a buy-out of \$1,700 at the end of the school year, but no later than the last day of the teachers' attendance for said school year.

ARTICLE 20 - MISCELLANEOUS PROVISIONS

2001. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties and written and signed amendment to the agreement.
2002. Any individual arrangement, agreement or contract between the District and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement and any individual arrangement, agreement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual arrangement, agreement, or contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
2003. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
2004. This Agreement represents the results of collective bargaining between the parties conducted under the applicable law and constitutes the entire agreement between the parties for the term of the Agreement or any extension of it. WSUT therefore waives the

right during the term of this Agreement or any extension of it to negotiate upon terms or subject matter that was discussed by either or both parties during negotiations for this Agreement or could have been discussed by either or both parties during negotiations for this Agreement.

Only if the District is legally required to change an established and existing relationship which deals with a mandatory subject of bargaining, WSUT shall have the right to bargain upon the impact of the District's unilateral act.

ARTICLE 21 - COMPENSATION

2101. Teachers shall be compensated in accordance with the salary schedules and extra/co-curricular schedules for the term of the contract annexed hereto as Appendices "A" and "B".

Appendix A will be amended as follows:

- In 2022-2023 – 2% increase to each step from 2021-2022, plus a \$1,000 lump sum increase to steps 1-4 and a \$500 lump sum increase to steps 26-28
- In 2023-2024 – 2% increase to each step from 2022-2023
- In 2024-2025 – 1.95% increase to each step from 2023-2024
- In 2025-2026 – 1.95% increase to each step from 2024-2025
- The Masters differential will be increased to \$2,875 each year
- The graduate credit will be increased to \$90 per credit each year

Appendix B will be amended as follows:

- The Salary Schedule for Athletics for the 2022-2023 school year will be amended as follows:

2022-2023

Category	Varsity	Assistant Varsity (70%)	Junior Varsity (75%)	Assistant JV (60%)	Modified (65%)	Assistant Modified (50%)
I	\$5,700	\$3,990	\$4,275	\$3,420	\$3,705	\$2,850
II	\$4,800	\$3,360	\$3,600	\$2,880	\$3,120	\$2,400
III	\$4,000	\$2,800	\$3,000	\$2,400	\$2,600	\$2,000
IV	\$3,400	\$2,380	\$2,550	\$2,040	\$2,210	\$1,700

- - In 2023-2024 – the Salary Schedule for Athletics will reflect a 2% increase from 2022-2023
 - In 2024-2025 – the Salary Schedule for Athletics will reflect a 1.95% increase from 2023-2024
 - In 2025-2026 – the Salary Schedule for Athletics will reflect a 1.95% increase from 2024-2025
- The Salary Schedules for Extracurricular will reflect the following increases:
 - In 2022-2023 – 2% increase from 2021-2022
 - In 2023-2024 – 2% increase from 2022-2023
 - In 2024-2025 – 1.95% increase from 2023-2024

- In 2025-2026 – 1.95% increase from 2024-2025

Longevity Step acquisition shall be based upon actual and credited years of service in the school district (i.e.: If hired at Step 4, 3 years of credited service would be granted towards longevity step acquisition).

2102. Base salary shall mean the salary of a teacher less compensation for additional credit hours and degrees beyond a Bachelor's earned, extra-curricular activities, service time, terminal pay, and summer, federal and adult educational programs.

2103. Graduate Credits

a) If a teacher desires to take graduate credits, the teacher shall make application upon forms made and provided by the Superintendent on or before a date to be set by the Superintendent and changed by the Superintendent from time to time.

b) The Superintendent shall determine if a teacher or no teacher will be paid for graduate credits he/she will take.

c) The Superintendent's decision on all matters involving graduate credits including in-service courses shall be final and binding upon all parties involved.

d) Payment for such credit hours approved by the Superintendent to qualify for additional salary shall be up to sixty (60) beyond a bachelor's degree for teachers holding less than a master's degree and up to ninety (90) beyond a bachelor's degree for teachers holding a master's degree. Effective July 1, 2006, regarding future course or in-service work the references to sixty (60) credits and (90) shall be increased to one hundred fifty (150) credits beyond their required college degree.

e) The credit caps of Section 2103(d) shall not apply to those credits obtained in pursuing dual certification where such course of studies has been previously approved by the Superintendent of Schools due to the perceived needs of the District as perceived by said Superintendent; provided, however, that the unit member shall not be entitled to more than one Master's stipend. Further, the credit caps of Section 2103(d) shall not apply to other credits obtained as approved by the Superintendent of Schools due to the perceived needs of the District as perceived by said Superintendent of Schools.

This paragraph shall not be subject to grievance arbitration under this Agreement and this limitation on the arbitrator's powers shall be incorporated by reference in the grievance/arbitration article.

2104.

a. In addition to base salary payable in accordance with this Article, each teacher who has attained a master's degree from an accredited institution recognized by the Board of Regents of the State of New York shall receive a master's differential paid in accordance with the salary schedules as shown herein. A teacher who now has or will obtain more than one master's degree from any institution will be paid only one master's differential.

b. National Board Certification

Unit members who satisfactorily complete the training and receive certification under the National Board for Professional Teaching Standards shall be entitled to a salary differential of \$2,500 per year for each year that the certification or licensure is in effect.

2105. A step shall be considered one (1) year of prior teaching experience exceeding one term in length but not including employment in summer, federal or adult education programs for the purpose of advancement on the salary schedule or from salary schedule to salary schedule.
2106. Notwithstanding anything to the contrary contained herein, during the term of this Agreement a teacher shall be placed upon the appropriate step of the salary schedule and shall receive the base salary and such other compensation to which he/she shall be entitled. Base salary shall include any increment payable upon the step on the appropriate salary schedule at which a teacher is placed. Each unit member shall be entitled to step advancement each year, where applicable.
2107. Salary shall be payable the fifteenth and thirtieth of the month, or if such day(s) falls during a holiday, vacation or recess, the school day before such time, based on twelve (12) months starting September 15 and every other week thereafter. The final payment shall include the balance of the salary of the teacher. At the option of the teacher, provided written request is received by the District at least two (2) weeks prior to the first payment of salary, salary payments shall be computed on a ten (10) month basis and paid bi-monthly.
- 2108.
- (A) In addition to any other compensation, a unit member in his/her final year of service shall receive a termination payment of \$60 times the number of sick leave days credited to that unit member, up to a maximum of 260 sick leave days. Payment shall be made as a non-elective direct employer deposit into the unit member's Section 403(b) IRC tax sheltered annuity account, without a cash option, at the time of the final June payroll.

In order to be eligible for this benefit, a unit member shall notify the Superintendent of his/her intention to retire on or before January 15 of the year of retirement. In addition, the teacher shall have served a minimum of 20 years, 12 of which shall have been in the Sullivan West Central School District.

(B) Teachers Early Retirement Incentive:

1. Unit members who are eligible to receive retirement benefits from New York State Retirement System during the life of this agreement and who otherwise meet the eligibility requirements set forth in paragraph 2 below, shall be entitled to a retirement incentive payment of \$30,000.00, paid in three equal installments of \$10,000 as a non-elective employer contribution into the employee's §403(b) IRC tax sheltered annuity, with no cash option.
2. To be entitled to the benefit referenced above, the unit member must have served in the District for at least fifteen (15) years and announce his/her retirement in writing to the Clerk of the Board of Education on or before January 15th of the year in which the unit member is first eligible to receive retirement benefits from the NYSTRS, and must actually retire, at the latest,

at the end of the school year in which the announcement is made. (Except for the exception noted in #3 below) "First time eligible" refers to the school year in which a teacher attains the age and/or required number of credited years of service such that the teacher is eligible for an unreduced TRS pension benefit.

In order to establish eligibility for the early retirement incentive referenced in Section 2108(B) of the collective bargaining agreement, a bargaining unit member must provide to the District written verification from the Teachers' Retirement System that the member is retiring during or at the end of the school year in which the teacher first attains the age and required number of credited years of service to qualify for an unreduced pension benefit.

3. At the District's sole option, and with the concurrence of the unit member, the time of retirement may be deferred for a one or two year period, whereupon the incentive shall become payable in the same amount one or two years later, respectively.
 4. The first payment of the incentive amount referenced above shall be payable within four months from the date of retirement, with the remaining two payments being made one and two years later, respectively.
- (C) Registered Nurses' Retirement Incentive – Registered Nurses who are eligible to receive retirement benefits from the Employees Retirement System shall be entitled to a retirement incentive of 30% of the final year's salary.
- (D) Any unit members who announce their retirement in writing to the Clerk of the Board of Education on or before January 15 of the school year in which they intend to retire, and actually retire no later than the end of the school year in which the announcement is made, will be eligible for a longevity payment in the amount of \$2,500, only if the retirement occurs during the 2022-2023 through 2025-2026 school years. After providing written notification to the Clerk of the Board of Education, the unit member will receive a retroactive payment of the pro-rated portion of the \$2,500 longevity payment applicable to the time period from the beginning of the school year to January 15. The remaining portion of the longevity payment will be equally allocated in the unit member's pay for each pay period during the rest of the school year.
2109. In addition to base salary payable in accordance with this Article, teachers who participate in extra-curricular activities shall receive compensation in accordance with Schedule B. Payment for extra-curricular activities shall be paid at the teacher's option: (1) upon completion of the sport season; (2) half payments in December and June; or (3) full payment in June.
2110. Employees required to use their own vehicles shall receive the current applicable mileage rate as set by the IRS.

Coaches who choose to scout a prospective opponent for sectional or regional playoffs may utilize the District's vehicle by making a written request to the transportation coordinator. If there is more than one request to use the school vehicle on the same date, the employee who made the written request first will be permitted to use the school vehicle. If the school vehicle is not available and a coach chooses to use his or her own vehicle to scout a prospective opponent, it is done at their own expense.

2111. Hiring New Employees

The Board of Education shall finally and solely determine at what step of the salary schedule (vertical movement) and level of salary schedule (horizontal movement) a new teacher shall be hired.

2112. The work day for R.N.'s and Occupational Therapists shall be 7 hours and 35 minutes.

NURSES' SALARY SCHEDULE

The nurses' salary schedule will be as follows:

2.00%	2.00%	1.95%	1.95%
Steps 1-5	Steps 1-5	Steps 1-5	Steps 1-5
+\$3,000	+\$1,500	+\$1,000	+\$500

Step	2021-22	2022-23	2023-24	2024-25	2025-26
1	45,378	49,286	51,771	53,781	55,330
2	46,838	50,775	53,290	55,329	56,908
3	48,090	52,052	54,593	56,657	58,262
4	49,387	53,375	55,942	58,033	59,665
5	50,723	54,737	57,332	59,450	61,109

Longevities

10 Yr	750
15 Yr	1,500
20 Yr	1,500
25 Yr	1,500
27 Yr	1,500

In addition to the base salary, in accordance with this article, each nurse shall receive an additional career increment of \$750.00 at the beginning of his or her 10th year of service, and an additional career increment of \$1,500.00 at the beginning of his or her 15th, 20th, 25th, and 27th year of service. The starting time shall be as set by the Superintendent of Schools and may be changed after at least thirty six hours notice to the Registered Nurse.

All occupational therapists hired on or after February 1, 2003 shall be placed on the teachers' salary schedule and be paid for up to 30 graduate credit hours.

ARTICLE 22 - GRIEVANCE PROCEDURE

2201. A grievance is defined as either of the following:

- a) If a teacher or WSUT disputes the interpretation or application of any written paragraph(s) of this contract.
- b) If the District is not legally required to change an established and existing relationship which deals only with a mandatory subject of bargaining and the District unilaterally makes a substantial change other than a de minimis change in the relationship only on a mandatory subject of bargaining. WSUT shall have the duty to show there was an established and existing relationship on a mandatory subject of bargaining, and the District unilaterally made a substantial change in the relationship only on a mandatory subject of bargaining.

2202. When a grievance is filed, it shall be settled in the following manner:

- a) All grievances shall include the name and position of the aggrieved party, the paragraph(s) involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and the general statement of the nature of the grievance and the redress sought by the aggrieved.
- b) The right to grieve shall be lost unless the grievance is submitted in writing within thirty-five (35) calendar days after the aggrieved party knew or should have known of the act or condition on which the grievance is based.
- c) The calendar days set forth herein shall be extended by the amount of calendar days of any school recess in excess of four (4) calendar days. The summer break shall not extend any calendar days set forth in this Article.
- d) The grievant shall have the right of representation at all stages of the grievance procedure, to confront in cross examination all witnesses called against him/her and to testify and call witnesses on his/her behalf. A WSUT officer shall be notified of hearing dates, given copies of decisions by administration and to participate and be given the opportunity to participate in the meeting.
- e) The grievant's and/or WSUT's failure to process a grievance within the time limits set forth in this Article shall be deemed to be a waiver of the right to continue the grievance and shall include the waiver of the right to proceed to arbitration.
- f) Failure by the District to hold a hearing or submit decisions with the time limits set forth in this Article shall be construed as a denial of the grievance on the day of the time limit and the grievance may be appealed to the next stage.
- g) All documents, communications and records dealing with the processing of the grievance shall be filed separately from the teacher's personnel file.

2203. Procedures

A. - Stage I

The grievance shall be presented in writing to the building principal who shall hold the hearing within seven (7) calendar days of the submission of the grievance and render a written decision within seven (7) calendar days thereafter.

B. - Stage II

Within seven (7) calendar days of the disposition of the grievance in Stage I, the grievant may appeal in writing to the Superintendent. The Superintendent shall hold a hearing within seven (7) calendar days of the submission of the appeal and render a written decision within seven (7) calendar days thereafter, subject to paragraph (f) set forth above.

C. - Stage III

1. Within seven (7) calendar days after the Superintendent's decision, WSUT may file with the Superintendent, in writing, a demand for arbitration with the American Arbitration Association. The arbitration shall be conducted pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

2. The arbitrator shall be without power or authority to make any decision which requires the commission of any act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall have no power or authority to modify, add to or subtract from this Agreement.

3. The arbitrator's fee and expenses shall be shared equally by the Board and WSUT.

**ARTICLE 23 - HEAD GUIDANCE COUNSELOR, GUIDANCE COUNSELOR,
SCHOOL PSYCHOLOGIST, SOCIAL WORKER, LITERACY COACH**

2301. The Head Guidance Counselor, Guidance Counselor, Social Worker, Literacy Coach and School Psychologist shall work the 182 day school year.

2302. The Head Guidance Counselor, Guidance Counselor, Social Worker, Literacy Coach and School Psychologist shall be compensated in accordance with Article 21.

2303. The Head Guidance Counselor, Guidance Counselor, Social Worker, Literacy Coach and School Psychologist shall be entitled to all other benefits and rights granted to professional employees of the Employer.

2304. When additional days are requested by the District, the Head Guidance Counselor, Guidance Counselor, Social Worker, Literacy Coach and School Psychologist shall work as directed subject to his/her availability.

2305. The compensation for each day beyond the 182 day school year shall be paid at the rate of one-two hundredth ($\frac{1}{100}$) of the Head Guidance Counselor, Social Worker, Counselor's, Literacy Coach or Psychologist's salary based on the salary schedule in effect at the time such work is performed.

2306. Speech Language Pathologists with ASHA certification will be granted one additional planning period during each six-day cycle to handle Medicaid reporting responsibilities.

ARTICLE 24 - EDUCATIONAL IMPORT AND EXPORT

2401. The parties acknowledge that technological advances now make it possible for instruction to take place in places remote from the classroom of origin. The parties are committed to undertake a leadership role in studying and developing educational export programs. To that end, a committee of two District and two WSUT appointees shall engage in the exploration of technologies and potential programs.
2402. Any teacher whose classroom becomes the subject of educational export shall be entitled to a stipend which shall be agreed upon by the District and WSUT. If agreement cannot be reached, last best offer final and binding arbitration shall be conducted before Arbitrator Herbert Haber or Susan McKenzie whose decision upon such matter shall be final and binding for the term of the then current collectively negotiated agreement.
2403. The parties further agree that the District may import educational programs, provided that no unit member is affected by the loss of his/her position or part of his/her position.

ARTICLE 25 - WELFARE BENEFIT FUND

2501. The District shall contribute the following monies per unit member to a Welfare Benefit Fund to be maintained under the auspices of the WSUT for the benefit of bargaining unit members:

\$1,640.00 effective July 1, 2022
\$1,660.00 effective July 1, 2023
\$1,680.00 effective July 1, 2024
\$1,700.00 effective July 1, 2025

Payments made to the Welfare Benefit Fund by the District shall become due in equal quarterly amounts.

2502. The District shall have the right to periodically audit the books and records of the Welfare Benefit Fund and the WSUT will indemnify the District regarding any damages to be paid and pay for the District's reasonable attorney's fees in the event that the District is sued pursuant to the rights established under this provision, except for the District's failure to timely make contributions as described above.

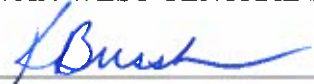
ARTICLE 26 - MANDATED PROVISIONS OF LAW

2601. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTIONS TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR TO PROVIDE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 27 - TERM OF AGREEMENT

2701. This Agreement shall become effective as of July 1, 2022 and shall terminate on June 30, 2026.

SULLIVAN WEST CENTRAL SCHOOL DISTRICT

By:  Dated: 1/20/2023
Dr Kathleen Bressler
Superintendent of Schools

WESTERN SULLIVAN UNITED TEACHERS &
SCHOOL RELATED PROFESSIONALS

By:  Dated: 1/20/2023
Michele E. Brockner
President

APPENDIX A – INSTRUCTIONAL PERSONNEL
SALARY SCHEDULE

		2.00% Steps 1-4 +\$1,000, Steps 26-28 +\$500	2.00%	1.95%	1.95%
	21-22	22-23	23-24	24-25	25-26
STEP					
1	48,780	50,756	51,771	52,781	53,810
2	51,008	53,028	54,089	55,144	56,219
3	53,064	55,125	56,228	57,324	58,442
4	54,588	56,680	57,814	58,941	60,090
5	56,209	57,333	58,480	59,620	60,783
6	57,532	58,683	59,857	61,024	62,214
7	59,259	60,444	61,653	62,855	64,081
8	61,035	62,256	63,501	64,739	66,001
9	61,601	62,833	64,090	65,340	66,614
10	63,252	64,517	65,807	67,090	68,398
11	64,902	66,200	67,524	68,841	70,183
12	67,102	68,444	69,813	71,174	72,562
13	71,445	72,874	74,331	75,780	77,258
14	75,730	77,245	78,790	80,326	81,892
15	79,517	81,107	82,729	84,342	85,987
16	84,503	86,193	87,917	89,631	91,379
17	90,122	91,924	93,763	95,591	97,455
18	92,038	93,879	95,757	97,624	99,528
19	92,402	94,250	96,135	98,010	99,921
20	92,402	94,250	96,135	98,010	99,921
21	93,601	95,473	97,382	99,281	101,217
22	100,048	102,049	104,090	106,120	108,189
23	101,841	103,878	105,956	108,022	110,128
24	102,582	104,634	106,727	108,808	110,930
25	102,582	104,634	106,727	108,808	110,930
26	102,582	105,134	107,237	109,328	111,460
27	102,582	105,134	107,237	109,328	111,460
28	102,582	105,134	107,237	109,328	111,460
29	103,952	106,031	108,152	110,261	112,411
MA/DIFF	2,734	2,875	2,875	2,875	2,875
Graduate Cr	88	90	90	90	90

Appendix B

Memorandum of Agreement

This Memorandum of Agreement sets forth the provisions related to an appointment and evaluation process, a form describing the process and co-curricular and extra-curricular stipend schedule for the 2022-2023, 2023-2024, 2024-2025, 2025-2026 years.

Co-Curricular and Extra-Curricular Positions

A. Advisors and Coaches who have five (5) or more years of experience in a given position shall receive a stipend of ten percent (10%) over the current salary. Those with more than ten (10) years of experience in a given position shall receive a stipend of twenty percent (20%) over the current salary. This shall include Newsletter, Webmaster, Publicity-Elementary and Publicity-High School, provided that the individuals who hold the Publicity positions interview or speak to, at a minimum, one student per semester, for the purpose of preparing newsletter articles. The Per Event positions shall not be eligible for said longevity payments, with the exception of Marching Band, Pep Band, and Frost Valley Chaperone, and the music events outside the school day, which shall also receive said longevity payments.

B. Positions currently paid at a higher rate than category salary proposals, found in **G. Stipend Schedule**, will remain at the higher rate as long as current personnel holds the position.

C. Whenever a non-unit member is hired to serve in an Appendix B position due to the unavailability of a qualified unit member, he or she shall be entitled to serve in such position, regardless of the willingness of a qualified unit member to do so, for up to three (3) consecutive years.

- D.**
1. The parties mutually agree that volunteers can be used to supplement extra-curricular positions as long as the volunteer is not filling a bargaining unit position.
 2. In extra-curricular positions, co-advisors may be used if desired by the advisor appointed to the position. In such cases where co-advisors exist, the District will split the stipend equally for each co-advisor and issue the payment separately to each co-advisor.
 3. The parties agree that the agreement stated in #2 above does not represent an admission that more advisors are needed.

E. Appointment and Evaluation Process

Co-curricular and extra-curricular positions will be continued from year-to-year at the exclusive discretion of the School District. If a position is continued the Board will make an appointment and bargaining unit members who hold a co-curricular or extra-curricular position will be required to indicate on the attached form that they wish to be re-appointed.

Bargaining unit members shall be entitled to continue in their co-curricular or extra-curricular positions if their performance is satisfactory. The School District has implemented a fair and consistent evaluation procedure to evaluate bargaining unit members in coaching positions, completed by the Athletic Administrator with recommendations made by the Athletic Director, which shall include a written component in the event of a negative evaluation. If a position is continued, termination or non-renewal of bargaining unit members from their position requires a negative written evaluation which shall inform bargaining unit members of a deficiency, what would correct that deficiency and consequences of a failure to correct the deficiency within a reasonable period of time. A non-renewal or termination notice shall include reasons. Notwithstanding the above, a just cause termination may occur at any time.

Except for the determination as to whether a position will be continued and the criteria to be used in the evaluation procedure this appointment and evaluation process would be subject to the grievance-arbitration procedure.

Upon examination of positions, a position may be moved between categories if mutually agreed upon by the WSUT President and the Superintendent.

F. Re-Appointment Letter

Dear _____:

Thank you for serving this school year as [insert position title]. [Insert administrator's name] has found your work in this position to be satisfactory, and based upon his recommendation, the District invites you to serve in this position next year. If you wish to accept this invitation for re-appointment, please complete this form and return it to my office by [insert date].

I would like to continue in the above position next year.

_____ (signature)

G. Stipend Schedule

WSUT Athletics Categories

Category I: Basketball, Football, Indoor Track, Alpine Skiing

Category II: Baseball, Softball, Soccer, Track, Volleyball, Wrestling, Cross Country

Category III: Cheerleading (Basketball), Tennis

Category IV: Cheerleading (Football), Golf

Salary Schedules for Athletics

2022-23

Category	Varsity	Asst.	Jr. Varsity	Asst. JV	Modified	Asst.
		Varsity 70%				Modified 50%
I	\$5,700	\$3,990	\$4,275	\$3,420	\$3,705	\$2,850
II	\$4,800	\$3,360	\$3,600	\$2,880	\$3,120	\$2,400
III	\$4,000	\$2,800	\$3,000	\$2,400	\$2,600	\$2,000
IV	\$3,400	\$2,380	\$2,550	\$2,040	\$2,210	\$1,700

2023-24

Category	Varsity	Asst.	Jr. Varsity	Asst. JV	Modified	Asst.
		Varsity 70%				Modified 50%
I	\$5,814	\$4,070	\$4,361	\$3,488	\$3,779	\$2,907
II	\$4,896	\$3,427	\$3,672	\$2,938	\$3,182	\$2,448
III	\$4,080	\$2,856	\$3,060	\$2,448	\$2,652	\$2,040
IV	\$3,468	\$2,428	\$2,601	\$2,081	\$2,254	\$1,734

2024-2025

Category	Varsity	Asst.	Jr. Varsity	Asst. JV	Modified	Asst.
		Varsity 70%				Modified 50%
I	\$5,927	\$4,149	\$4,445	\$3,556	\$3,853	\$2,964
II	\$4,991	\$3,494	\$3,743	\$2,995	\$3,244	\$2,496
III	\$4,160	\$2,912	\$3,120	\$2,496	\$2,704	\$2,080
IV	\$3,536	\$2,475	\$2,652	\$2,122	\$2,298	\$1,768

2025-2026

Category	Varsity	Asst.	Jr. Varsity	Asst. JV	Modified	Asst.
		Varsity 70%				Modified 50%
I	\$6,043	\$4,230	\$4,532	\$3,626	\$3,928	\$3,022
II	\$5,088	\$3,562	\$3,816	\$3,053	\$3,307	\$2,544
III	\$4,241	\$2,969	\$3,181	\$2,545	\$2,757	\$2,121
IV	\$3,605	\$2,524	\$2,704	\$2,163	\$2,343	\$1,803

All members of the coaching staff of a District team will receive a bonus in the amount of 10% of their stipend if the team wins the sectional championship. All members of the coaching staff of a District team will receive an additional bonus in the amount of 5% of their stipend if the team wins the state championship. In addition, the head varsity coach will receive a flat \$200 bonus if one or more student athletes within a team participates in a state tournament, and will receive an additional flat \$200 bonus if one or more student athletes within a team wins a state tournament.

Salary Schedules for Extracurricular**Extracurricular**

Category	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
1	3991	4071	4152	4233	4316
2	2696	2750	2805	2860	2916
3	2427	2476	2526	2575	2625
4	1619	1651	1684	1717	1750
5	1294	1320	1346	1372	1399
6	540	551	562	573	584

WSUT Extracurricular Categories

Category 1	Category 4 - continued
Faculty Auditor	Teach In-Service Teach Course
Summer School Coordinator (as per NYSED)	Student Council - Middle School
Webmaster	Student Council – Elementary School
	Yearbook Assistant
	Yearbook Business 7-12
Category 2	Newsletter
12 th Grade Advisor	Newspaper Advisor (monthly issues)
Agriculture Club	Odyssey Of The Mind (Grades 3-5)
Concussion Management	Odyssey Of The Mind (Grades 6-8)
Elementary Memory Book	
Musical Production Director	
Tech/AV Director HS	Category 5
Tech/AV Director Elementary	Art Club Elementary
Video Club	Art Club HS
Yearbook Advisor 7-12	Astronomy Club
	Chess Club – Elementary
Category 3	Diverse Voices Book Club
11 th Grade Advisor	Drama – Set/lighting
12 th Grade Assistant	Drama - Sound
Archery Club Grades 5-12	Esports Club
Auditorium Sound/Lighting	Family and Consumer Science Club
Chorus – Select	Garden Club
Drama Director/Drama Club Advisor	Intramural/Activity Director
Ensemble – Jazz and Wind	Journal Writing Club
Mentor	Karaoke Club - Elementary
Musical – Pit Director	Karaoke Club – MS/HS
Musical – Vocal	KC Club (Kindness Counts)
Music Honor Society Advisor	Lego Club – Grades 5-8
National Honor Society	Math Club
SADD/PASS	Musical Production Lighting
School Store Advisor	Musical Production Set
Student Council Advisor - HS	Musical Production Sound
	Running Club – Elementary
Category 4	SAT Review (each course)
10 th Grade Advisor	Science Club – Elementary
11 th Grade Assistant	Science Club – HS
9 th Grade Advisor	Ski Club
Drama – Producer	Technology Club
Foreign Language - Spanish	Game Club
Foreign Language – French	Sexuality and Gender Alliance (SAGA)
Frost Valley Coordinator	NHS Assistant
Musical – Choreographer	
Musical Production Costume	
Musical Production Producer	
Publicity – Elementary	
Publicity - HS	

Category 6	
10 th Grade Assistant	
Intramurals – each sport	
9 th Grade Assistant	
Jr Prom Advisor	
Drama-Admission/Publicity	
Musical Production – Admission/Publicity	
Drama-Costume	

Per Event Positions

	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
Chaperone - Frost Valley	97	99	101	103	105
Chaperone - Event	97	99	101	103	105
Accompanist per hour	65	66	67	68	69
Music event - outside of school day beyond one Winter & one Spring Performance	162	165	168	171	174
Detention - per hour	49	50	51	52	53
Open Library- Elementary	65	66	67	68	69
Open Library- High School	65	66	67	68	69
Teaching a course after school	65	66	67	68	69
Tutoring - per hour	65	66	67	68	69
Band - Marching, Pep	162	165	168	171	174
Auditorium Light/Sound non-school	162	165	168	171	174
Ticket Seller	65	66	67	68	69
Videographer home	70	71	72	73	74
Videographer away	95	97	99	101	103
Announcer - football	70	71	72	73	74
scoreboard	49	50	51	52	53
scorekeeper - Home	49	50	51	52	53
Scorekeeper - away	70	71	72	73	74
Timekeeper (all sports other than	57	58	59	60	61
Shot clock - basketball	93	95	97	99	101
scorekeeper - basketball - away	110	112	114	116	118
scorekeeper - basketball - away - 6+ years	130	133	136	139	142
scorekeeper - basketball - home	91	93	95	97	99
scorekeeper - basketball - home - 6+ years	117	119	121	123	125
scoreboard operator - basketball	100	102	104	106	108
scoreboard operator - basketball 6+ years	110	112	114	116	118

