

AN AGREEMENT BETWEEN
SUFFERN CENTRAL SCHOOL DISTRICT
HILLBURN, NEW YORK
AND
SUFFERN EDUCATION SUPPORT PROFESSIONALS
SUFFERN, NEW YORK

July 1, 2021 – June 30, 2024

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AGREEMENT made this day of May 7, 2021, between SUFFERN CENTRAL SCHOOL DISTRICT, a school district duly organized and existing under and by virtue of the Education Law of the State of New York, having its principal office at the Central Administrative Offices, Hillburn, New York, hereinafter called "District," and the SUFFERN EDUCATION SUPPORT PROFESSIONALS (SESP), an unincorporated association of seven or more persons having its principal office in Suffern, New York, hereinafter called "Association."

WITNESSETH

WHEREAS, the District has established, pursuant to Section 207 of the Civil Service Law, a teacher aides and monitors negotiating unit (hereinafter called "unit"), and

WHEREAS, the Association is the choice of the employees in the Unit as their employee organization; and

WHEREAS, the District has heretofore recognized the Association as the representative of the Unit in negotiating the terms and conditions of employment of such Unit; and

WHEREAS; the negotiations have taken place between the District and the Association resulting in an agreement with respect to the terms and conditions of employment of the public employees in said Unit;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

ARTICLE I: TERM OF AGREEMENT

Term of Agreement — Effective July 1, 2021 and shall terminate on June 30, 2024.

ARTICLE II: EMPLOYEES' REPRESENTATION

The employees of the District who are, or who shall become, members of the Aides and Monitors Unit as heretofore determined, shall be represented in negotiations and in the settlement of grievances by the Association. The Association, until seven months prior to the expiration of this Agreement, shall have, and is hereby granted, exclusive and unchallenged status to represent the public employees who are members of the Unit in negotiations respecting terms and conditions of employment and in the settlement of grievances. There will be three (3) classification of employees: Teacher Aide (Full Time), Teacher Aide (Part Time), and Lunchtime Monitor.

The documents relevant to this bargaining unit shall be consistent in the identification of the job titles held by bargaining unit members; to wit: Teacher Aide (Full Time), Teacher Aide (Part Time) and Lunchtime Monitor.

ARTICLE III: LEAVES WITH PAY

1. At the beginning of each school year, every member shall be credited with eighteen (18) days of paid leave of absence. The said days of credit shall be added to the number of days of paid leave, if any, that each member has accumulated. Effective July 1, 2019, the number of accumulated days may never exceed 200; that is, no member may start a school year (September 1) with more than 200 days of accumulated leave and the yearly credited days of current annual leave. Any days not used in excess of 165 days shall be paid at the rate of \$50.00 per day up to a maximum of 35 days upon retirement. The maximum payment a unit member could receive upon retirement pursuant to this provision, if the unit member had 200 accumulated days, would be 35 days x \$50.00 per day for a total of \$1,750.00.
2. A member of the Unit, upon written notice five (5) calendar days in advance (which notice may be waived in the event of extreme emergency) may use three (3) days leave, in any one year, for personal reasons and need not state any reasons for such leave; provided however, that personal leave may not be taken on a day immediately preceding or immediately following any other school holiday, except for unforeseen emergencies and upon the approval of the Assistant Superintendent of Human Resources.
 - a. The Assistant Superintendent for Human Resources, in his/her sole discretion, may grant additional days of personal leave upon application in writing made at least five (5) school days in advance of the date of the commencement of such leave.
 - b. The use of personal leave should be restricted to such activities as closing on a house, taking children to college, graduations, marriages, etc.
 - c. The written notice required for personal leave shall be routed through first the building principal or immediate supervisor, then through the Assistant Superintendent of Human Resources.
3. Three (3) days of paid leave may be used in any one year for mourning each death in the family of the employee. The Assistant Superintendent for Human Resources may grant additional days for this purpose upon application, therefore.
4. The total number of days of credited paid leave for the current year, less the number of days theretofore used within the year under paragraphs "2", "3" and "4" hereof, may be used in any one year because of sickness in the employee's family. If the absence for a family member extends beyond seven (7) days or four

- (4) consecutive days, the DISTRICT may require a note/letter from a medical provider.
5. An employee may use all of her/his leave not theretofore previously used, plus all of his/her accumulated leave (as hereinafter provided) during any one year because of illness of the employee. Whenever leave extends beyond (7) days or four (4) consecutive days, the DISTRICT may require a note/letter from a medical provider and/or require an examination of the employee by a qualified physician selected by the District.
 6. Child Care Leave — Unit members shall be entitled to use up to forty (40) workdays of their accumulated paid leave days for childcare leave, commencing with any period of pregnancy-related disability through the fortieth consecutive workday following the onset of pregnancy disability leave. This provision applies equally to male and female bargaining unit members, based upon the date of the onset of pregnancy-related disability. In the event that the forty (40) workday period extends into the summer months, the count towards the fortieth day shall continue by counting the workdays of 12-month employees of the District.
 7. Sick Bank — Unit members who contribute one (1) day each at the inception of the creation of the Sick Bank and/or who contribute days to renew the bank to its maximum number of days (100 days) shall be eligible to withdraw days at the discretion of a committee comprised of two administrators and two SESP appointees, based upon having suffered a catastrophic illness or a catastrophic injury. There shall be a limit of forty (40) days per user in the aggregate during the user's career in the District, which may be increased upon appeal to the Board to a maximum of fifty (50) days in the aggregate during the user's career in the District where hardship is demonstrated. In the event of a tie among the members of the committee, the Superintendent shall cast the deciding vote. All applications must be supported through medical documentation, and the committee may require an independent evaluation by a medical doctor selected by the committee. The decision of the committee or Superintendent, where applicable, shall be final and binding and shall not be subject to review through the grievance article of this agreement or in any other administrative or judicial forum.
 8. District Bank: Any member of the Unit who is unable to perform services because of illness or disability and who has exhausted all paid leave available may be granted fifty (50) additional days of paid leave at the sole discretion of the Superintendent of Schools or his/her designee. An examination of the employee by a qualified physician selected by the School District may be required before such additional leave may be granted. This provision shall not be subject to the arbitration provision of the parties' collective bargaining agreement.

ARTICLE IV: SALARY

1. Salary — Wage Scale — See Appendix A
 - a. Also, the agreement shall set forth a listing of the salaries for the full-time and part-time unit members as displayed in the Appendix A hereto.
 - b. Unit members completing ten (10) years of service in the District will receive a longevity payment of \$650.00 with such non-cumulative longevity payment of \$650.00 continuing during each year of service in the District thereafter.
2. Any member who participates with an overnight trip will be compensated, in addition to their daily rate of pay, a stipend of one hundred (\$100) dollars per night.
3. Pay Schedule — Unit members shall choose one of the two following options:
 - a. Twenty-one equal checks September through June each 1/21 of the annual salary.
 - b. Twenty-one checks. Nineteen checks September through May each 1/25 of the annual salary. Two checks in June each 3/25 of the annual salary.
4. Extra Duty Compensation — Unit members who are called upon to perform extra duty assignments as referenced in the Suffern Education Association Agreement shall be paid at the rates set forth in said agreement; provided, however, that the members of the SEA bargaining unit shall have first priority for those extra assignments.
5. Therapeutic Classroom: Unit members assigned to a classroom designated by the School District as a Therapeutic Classroom shall receive a payment of \$600.00 at the end of each school year so long as the individual has maintained adequate training and certification as prescribed by the School District.
6. Weekend Hourly Rate: Unit members who are asked by an authorized School District representative to work on weekends (Saturday and Sunday) will be paid at \$25.00 per hour.

ARTICLE V: WORKDAY/WORK YEAR

1. The workday for full-time unit members shall be seven (7) hours and fifteen (15) minutes. Each unit member shall be entitled to a thirty (30) minute daily duty-free lunch and one (1) fifteen (15) minute break on a daily basis, as scheduled by their immediate supervisor. Based upon extenuating circumstances, unit members may be required to work extended time for which they will be compensated in increments of 15 minutes of work time. Unit members shall be required to work 183 days in each school year, inclusive of all student instructional days and three (3) Superintendent's Conference Days. In addition to regular salary, when a unit member volunteers for an overnight trip, he or she shall be paid an additional \$100 per overnight period.

Part-time unit members shall work the same work year as the full-time unit members, 3 hours and 15 minutes each such day.

2. Paid Holidays — On July 1, four (4) paid holidays will be added to the school calendar. Two (2) days will be during the Fall semester (Thanksgiving Day and the Friday immediately after Thanksgiving) and two (2) days will be during the Spring semester (any 2 days during the Spring Recess). These four (4) paid holidays will be for each year of the agreement. The paid holidays will be calculated at the per diem rate for each full-time member. Lunch monitors will be compensated at .43 of the salary of the full-time elementary.
3. Parent/Teacher Conference Days: On Parent/Teacher Conference Days the work day for Full-Time Teacher Aides will end 5 minutes after school dismissal.

ARTICLE VI: GROUP INSURANCE AND RETIREMENT PLANS

- A. The members of the unit shall be covered by the same health insurance as teachers employed by the District. Unit members participating in the health insurance program will pay a percentage of such permits at the following rates:

During the first three years of participation, unit members shall contribute the following percentages towards the cost of individual and family health insurance: First Year — 20%, Second Year— 17.5%, and Third Year and thereafter — 15%.

Individuals hired to begin work effective July 1, 2019 and thereafter will pay 20% of the cost of individual or family health insurance during the first three years of participation. Effective with the fourth year of employment, unit members shall contribute 15% of the cost.

- B. Health Insurance Buy Out:

At the employee's option, any employee otherwise covered by comparable coverage, may reduce medical insurance coverage for a full year by completing an appropriate form furnished by the District. Any employee changing from family to individual coverage or waiving family or individual coverage shall receive, as salary, one thousand (\$1,000) dollars. An employee changing from family to individual coverage is only eligible for the buyout for one year.

Employees electing to reduce their coverage must do so by February 1st with the provision of this section taking effect on July 1st. Payment of the employee share shall begin with the first half payment on the second payroll in October and a

second payment on the second payroll in April. Full coverage may be reinstated by notifying the District in writing no later than April 1st. Reinstatement shall take place on July 1st.

The District shall waive the April 1st notification if the employee's status changes drastically so as to cause severe hardship as a result of the employee's election to reduce coverage. Such circumstances are limited to death of a spouse, loss of spouse's insurance coverage.

- C. In the case where two employees of this District are married and elect health insurance, they shall only be eligible to elect one family plan or two individual plans.
- D. The District shall provide and pay 100% of the premium for the same Dental insurance plan provided for the professional staff, which shall include an orthodontic benefit of \$2,000.
- E. If a member of the Unit suffers loss or destruction of a prosthetic device, such as eyeglasses, dentures, hearing aid, or clothing damaged while acting to stop a disturbance, or while attempting to prevent the destruction of district property, the Board will assume the reasonable cost of the replacement or repair of such items provided such loss, damage, or destruction was not due to the employee's negligence or otherwise covered by Workers' Compensation. The employee must report the incident and loss to her/his immediate supervisor, in writing, within 48 hours, or as soon as possible after the incident occurred.
- F. The school district will provide, through the New York State Employee's Retirement System, the benefits available under Section 41j of the Retirement and Social Security Law.
- G. The District will make available to all members a "cafeteria plan" pursuant to Internal Revenue Code Section 125 which will permit unit members to pay their share of health and excess major medical insurance premiums with before tax dollars.
- H. The District shall provide one hundred (100%) percent of the premium for a group life insurance for all eligible bargaining unit members, which shall be in the amount of thirty thousand (\$30,000) dollars per member with double indemnity in case of accident. Eligible members are those active members who work twenty (20) or more hours per week.

ARTICLE VII: EMPLOYEE ASSIGNMENTS

A. Vacancies

1. The President of the Association shall be apprised by the Assistant Superintendent for Human Resources of any vacancies in the Unit before such vacancies are advertised.
2. Notices of such vacancy shall be posted in all school offices and faculty lounges by the Association.
3. Members of the unit shall be allowed to make written application for any vacancy to the Assistant Superintendent for Human Resources within the time limit specified. Appointments to any vacancies shall be in the sole discretion of the Assistant Superintendent for Human Resources.

ARTICLE VIII: EVALUATION

Each employee shall be evaluated once each year for the first three years of their employment and then once every three years thereafter. Employees shall be observed in their respective schools. It is agreed that the evaluator must spend at least thirty (30) minutes observing the employee during their workday in order to evaluate said employee. The evaluation shall be signed by the evaluator and the evaluated employee. The signing of the evaluation form by an employee indicates only that he or she has received the evaluation. The evaluated employee shall have the right, within a week of signing the evaluation form to make a written response to any or all statements in the evaluation. If a member receives an unfavorable evaluation, the member shall have the right to request a conference with the evaluator to discuss the evaluation and to strategize and develop a plan on how to improve in the areas that need improvement. The District reserves the right to terminate the employment of any member within their first three years of employment should said member receive two (2) unfavorable evaluations.

ARTICLE IX: LAYOFF/RECALL

In the event that there is a reduction in staff, then the least senior person within their respective category will be placed on a preferred eligible list. The excessed person shall remain on such list for a maximum of four (4) years, with full retention of all accumulated seniority. If any position within their classification becomes vacant or is newly created, the District must offer said position to the excessed person. Notwithstanding the above, there will be no reduction of force in the final month of the school year.

ARTICLE X: DUES DEDUCTION

- A. The Board of Education agrees to deduct from the salaries of its members, dues for the Suffern Education Support Professionals, the New York State United Teachers, the American Federation of Teachers, AFL-CIO, or any one or any combination of said Associations as said members individually and voluntarily authorize the Board to deduct, and to transmit the monies promptly to such Association or Associations. Member authorization shall be in writing. The dues deduction that the District collects will be "direct deposited" into the SESP bank account.
- B. Dues deduction authorization forms shall be submitted through the President of the Association to the School Business Administrator.
- C. Dues deductions shall be made on eighteen (18) consecutive paydays in equal installments, beginning with the second payday in October. In addition, those members who choose to join the Association after the first deduction shall have their deductions made on whatever of the above deduction days remain and on such consecutive paydays as necessary until dues are deducted in full. After the first payday in March the District will not be responsible for collecting the dues. The authority to make such deductions shall be continuous while the employee remains a member of the Unit and the Association remains the representative organization, or until withdrawn in writing.
- D. The District agrees to deduct from the salaries of its employee's payments to a credit union as shall be designated by the Association, upon proper authorization duly filed with the School Business Administrator.
- E. The District agrees to provide payroll deduction for the following:
 - 1. Tax sheltered annuities, including 403-b accounts
 - 2. NYSUT Benefit Trust Programs
 - 3. VOTE/COPE
 - 4. IRC 125/129 Plan

ARTICLE XI: GRIEVANCE PROCEDURE

A. Declaration of Policy

In order to establish a harmonious and cooperative relationship between all members of the Association and the Board of Education which will enhance the educational program of Suffern Central School District, it is hereby declared to the purpose of these procedures to provide a means for orderly settlement of differences, promptly and fairly, as they arise and to assure equitable and proper treatment of employees pursuant to establish rules.

B. Definitions

1. Grievance shall mean a complaint of any one or more members of the Unit based upon an alleged violation of a specific provision or specific provisions set forth in this Agreement. A grievance must be raised within forty-five (45) working days of when the aggrieved party knew or should have known of the aggrieved action or else the same shall be deemed waived and shall not be further processed.
2. Representative shall mean the person designated by an aggrieved member of the Association as his/her counselor to act in his/her behalf.
3. Aggrieved Party shall mean any person or group of persons in the Association filing a grievance.
4. Immediate Supervisor shall mean the building principal or immediate supervisor in the building in which the alleged grievance occurs.

C. Basic Principles

1. It is the intent of these procedures to provide for the orderly settlement of difference in a fair and equitable manner and to resolve grievances at the earliest possible stage.
2. Any member shall have the right to present grievances in accordance with these procedures, free from coercion, interference, discrimination or reprisal.
3. Any member shall have the right to be represented at any stage of the procedures by a person or persons of his/her own choice.
4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
5. All hearings shall be confidential.
6. Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and any other necessary documents will be jointly developed by the District and the Association.
7. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
8. It shall be the responsibility of the Superintendent of Schools to take such steps as may be necessary to give force and effect to these procedures. The Immediate Supervisor shall have the responsibility to consider promptly each grievance presented to him/her and make a determination within the authority delegated to him/her with the time specified in these procedures.
9. The function of these procedures is to assure equitable and proper treatment under the existing laws, rules, regulations and policies, and this Agreement, which relate to or affect the employees in the performance of their assignments. They are not designated to be used for changing such rules or establishing new ones.

D. Procedures

1. Informal Stage – The aggrieved employee shall orally present his/her grievance to his/her immediate supervisor who shall orally and informally discuss the grievance with the aggrieved employee. The grievance must be presented to the immediate supervisor within forty-five (45) working days of when the aggrieved employee knew or should have known of the aggrieved action. The immediate supervisor shall render his/her determination to the aggrieved employee within ten (10) working days after the grievance has been presented to him/her. If such grievance is not satisfactorily resolved at this stage, the aggrieved employee may proceed to the formal stage.
2. Formal Stage
 - a. Within ten (10) working days after the determination has been made at the proceeding stage, the aggrieved employee may make a written request to the Superintendent of Schools or his/her designee for review and determination. If the said Superintendent designates a person to act in his/her behalf, he/she shall also delegate full authority to render a determination on his/her behalf.
 - b. The Superintendent of Schools or his/her designee shall immediately notify the aggrieved employee and the immediate supervisor to submit written statements to him/her within ten (10) working days setting forth the specific nature of his/her grievance, the facts relating thereto, and the determination(s) previously rendered.
 - c. If such is requested in the written statement of either party pursuant to paragraph b above, the Superintendent of Schools or his/her designee shall notify all parties concerned in the case of the time and place when an informal hearing will be held where such parties may appear and present oral and written statements supplementing their position in the case. Such hearing shall be held within ten (10) working days of receipt of the written statements pursuant to paragraph b.
 - d. The Superintendent of Schools or his/her designee shall render his/her determination within fifteen (15) working days after the written statements pursuant to paragraph b have been presented to him/her.
3. Arbitration
 - a. If after receipt of the determination of the Superintendent of Schools or his/her designee, the Association is not satisfied with that decision, the Association may submit the grievance to binding arbitration within twenty-five (25) working days of receipt of the Superintendent's or his/her designee's decision.
 - b. The arbitrator shall be selected on a rotating basis, provided that the next in the rotation is available within a reasonable period of time, from this list: Jeffrey Selchick, Louis Patack, and Sheila Cole.

- c. The arbitrator shall have no power to alter, amend, modify, add to, or detract from the terms of the Agreement.
- d. The decision of the arbitrator shall be final and binding.
- e. The cost for the services of the arbitrator, including expenses, if any, will be borne equally by the District and the Association.

ARTICLE XII: PRINCIPLES AND NEGOTIATION PROCEDURES

Pursuant to Article 14 of the State Civil Service Law, the Board of Education of the Suffern Central School District hereby adopts the following agreement concerning the methods by which negotiations shall take place with the Association.

- A. Negotiable Items: The Board and the Association agree to negotiate in accordance with the procedures set forth herein in a good faith effort to reach agreement concerning matters including, but not limited to, salaries, the handling of grievances, workload, allowable absence, medical benefits and other fringe benefits.
- B. Negotiating Team: The Board or designated representative of the Board, will meet with representatives designated by the Association for the purpose of discussion and reaching mutually satisfactory agreements. Neither party in any negotiations shall have any control over the selection of the representative(s) of the other party.
- C. Opening Negotiations: Upon a request of either party for a meeting to open negotiations on a successor agreement, a mutually acceptable meeting date shall be set no later than February 15 of the last year of this agreement.
- D. Negotiation Procedures:
 - 1. Following the initial meeting as described in paragraph C, such additional meetings shall be held until the parties reach an agreement on the items or until impasse is reached. Negotiating sessions may not be held during the school day unless by mutual agreement or unless so scheduled by a Public Employment Relations Board (PERB) representative. A caucus can be called by either party as it is deemed necessary.
 - 2. While no final agreement shall be executed without ratification by the Board and the Association, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, counterproposals, and reach compromises in the course of negotiations.
- E. Consultants: The parties may call upon consultants to assist in preparing for negotiations and advise them during conference sessions. The expense of such consultants shall be borne by the party requesting them.

- F. Reaching Agreement: As tentative agreement is reached on each individual item being negotiated, that item shall be reduced to writing. This is merely a note-keeping device to the mutual benefit of both parties. When agreement is reached concerning the entire negotiating package, the proposed agreement is reduced to writing and submitted to the Board and Association for approval. Following approval by the Board and Association membership, the Board shall take that action which is necessary to make the proposed agreement official.
- G. Record Keeping: Each party shall be responsible for the record keeping that it desires to maintain during the various negotiation meetings.

ARTICLE XIII: NEGOTIATIONS

This Agreement is the result of full and complete negotiations between the District and the Unit. No further negotiations may be had during the term of this Agreement, except upon mutual consent.

Copies of this Agreement, including the Grievance Procedure, shall be made available by the District to the Association in sufficient numbers for distribution to all present members of the Unit. The Assistant Superintendent for Human Resources shall supply each new employee with a copy of the Agreement.

ARTICLE XIV: REIMBURSEMENT FOR USE OF PERSONAL VEHICLES

Members will be compensated at the applicable IRS rate per mile during the school year for necessary and authorized travel by personal automobile.

ARTICLE XV: ABSENCE DUE TO INJURY

In the event that a member is injured while on duty and is necessarily absent by reason of such injury, the days of absence during the first 10 months after such injury shall not be included against the member's leave of absence days either for the year in which injured or against accumulated days. The District shall pay the member's salary in full during the first year of such injury provided, however, that the District shall be entitled to reimbursement for any payments which the member receives, or is entitled to receive, under New York State Workers' Compensation Act. After one year of illness due to injury sustained by a member while on duty, such member may use his or her accumulated days of leave until the same are completely used. If the member is unable to render any appropriate professional service to the District during the period of up to one year following the injury, the member shall retain the right to earn wages from

other employment during such period of up to one year provided the member held such other employment and received such wages as prior to the injury.

ARTICLE XVI: NO STRIKE

The Association does not assert the right to strike against the District or to assist or participate in any such strike or impose an obligation to conduct, assist or participate in any strike against the District.

ARTICLE XVII: TAYLOR LAW PROVISION

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

IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year first above written.

Dated: October _____, 2021

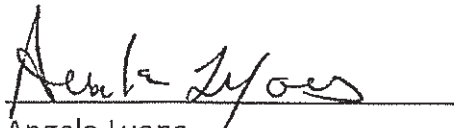
For the Association:



Fannetta Glass-Miles
SESP President



Argie Bowman
SESP Negotiator



Angela Lyons
SESP Negotiator

For the District:



Erik Gundersen
Superintendent of Schools



Matthew Kern
President, Board of Education

Appendix A

Suffern Association of Aides and Monitors
Salary Agreement

Full-Time Unit Members

2021-2022 \$27,895

2022-2023 \$28,523

2023-2024 \$29,165

Part-Time Unit Members

2021-2022 \$12,000

2022-2023 \$12,270

2023-2024 \$12,546