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32

TAS/8020

AGREEMENT

between the

SAG HARBOR UNION FREE SCHOOL DISTRICT

and the

***TEACHING ASSISTANTS ASSOCIATION
OF SAG HARBOR***

July 1, 2004 to June 30, 2007

RECEIVED

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

32

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE NO.</u>
	Preamble.....	1
I.	Definitions & Recognition.....	1-2
II.	General.....	3-4
III.	Conditions of Employment.....	4-5
IV.	Regular Teaching Positions.....	6
V.	Grievance Procedures.....	6-8
VI.	Teaching Assistant Evaluation & Personnel Folder.....	8-9
VII.	Medical Insurance.....	9-11
VIII.	Salary By-Laws and Salary Schedule.....	11-12
	Appendix A.....	13
	Appendix B.....	14-15

PREAMBLE

This Agreement is made and entered into on the ____ day of August, 2006. The Agreement is the result of collective bargaining between the Chief School Officer, or his/her designee, of the Sag Harbor Union Free School District, of the Towns of East Hampton and Southampton, Suffolk County, New York, hereinafter referred to as the "District," and the Teaching Assistants Association of Sag Harbor, hereinafter referred to as the "Association." These negotiations have been conducted under the requirements and directions of Chapter 392 of the Public Employees Fair Employment Act of 1967 (commonly referred to as the Taylor Law).

ARTICLE 1 – DEFINITIONS AND RECOGNITION

A. Definitions as used in this Agreement:

- (1) The term "Chief School Officer" of the District will mean the Superintendent of Schools.
- (2) The term "Superintendent of Schools" will mean the Chief School Officer of the District as defined in New York State Education and General Construction Laws.
- (3) The term "District" will mean the Sag Harbor Union Free School District, Towns of East Hampton and Southampton, Suffolk County, New York.
- (4) The term "Association" will mean the Teaching Assistants Association of Sag Harbor.
- (5) The term "Board" will mean the Board of Education of the Sag Harbor Union Free School District.
- (6) The term "Board Policy" refers to the existing and future written policies of the Board which shall serve as a guide to discretionary action by the Superintendent of Schools in his administration of the schools, contained and numbered in the Board Policy Manual, copies of which are available to the professional staff and the general public.
- (7) The term "Building Principal" will mean the principal assigned to and responsible for each school within the District.

with a list of names of non-members at least fifteen (15) days prior to the deduction of any agency fee. This service fee will be an amount equal to the collective bargaining agent's regular and usual monthly dues for each month thereafter and the District will deduct such fee in the same manner as regular membership dues are deducted on the next payroll period following receipt of the aforementioned list of names of non-members supplied by the Association.

- (7) The Association agrees to indemnify and hold the District harmless against any and all claims, demands, suits or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the District in compliance with paragraph 6 above.

ARTICLE II - GENERAL:

- A. The effective date of this Agreement is July 1, 2004 and shall remain in effect until June 30, 2007.
- B. This Agreement is the only written agreement between the parties for the period of time set forth above and supersedes all other agreements previously entered into.
- C. The parties agree that each has exercised its rights to bargain for any provisions it wished to have included in this contract, that if either has made a proposal not included therein, such proposal has been withdrawn in consideration of the making of this contract; and that this contract constitutes a complete agreement as to all matters upon which the parties have or might have bargained.
- D. No change, revision, alteration, or modification of this Agreement in whole or in part shall be valid unless the same is ratified by both the Board and the Association and endorsed in writing.
- E. This Agreement constitutes Board Policy for the term of the Agreement, and the Board and the Association will carry out the commitments contained herein and give them full force and effect.
- F. Whenever this Agreement is inconsistent with any previously adopted Board Policy, instruction or handbook, such policy, instruction or handbook shall be deemed superseded in so far as may be necessary by this Agreement. Any other existing Board Policies, instructions or handbooks are not to be deemed repealed, superseded, or rescinded by reason of this Agreement.
- G. The Board and the Association recognize that the Board has certain powers, discretions and duties that under the Constitution and laws of the State of New York may not be delegated, limited or abrogated by agreement with any party.

should be submitted to the Building Principal five (5) days in advance. Exception to this procedure will be made for valid emergencies. The Superintendent may require specific reasons for personal leave usage when he/she has reasonable grounds to believe that the leave is being abused.

- (3) Personal leave days will never be granted for the transaction of business which is, in any way, connected with income from a second job.
- (4) Personal leave days will not be granted for the days immediately before and/or after school holidays, unless approved in advance by the Superintendent of Schools.

E. Child Care Leave:

- (1) Teaching Assistants of the District will be entitled to a child care leave of up to one (1) year without pay. Requests for child care leave will be submitted in writing through the Superintendent of Schools to the Board ninety (90) days prior to the commencement of such leave. In extenuating circumstances, the Superintendent may waive the 90 day requirement. A medical excuse may be required.
- (2) The Teaching Assistant will have the right to terminate leave at the beginning of any school semester following delivery of forty (40) calendar days' notice or the beginning of the next semester whichever is later.
- (3) Teaching Assistants returning from this leave must serve the time necessary to have completed one (1) school year including time previously served at that step before advancing to the next step. From that time forward, Teaching Assistants will advance to the next step in September of the following year.

F. Leave To Fill In For A Sag Harbor Teacher.

Teaching Assistants may take a year's leave, with Board of Education approval, to fill in for a Sag Harbor teacher who is on leave. During this leave, the Teaching Assistant will not move ahead on the Teaching Assistant Salary Schedule.

G. Other Paid Leave

- (1) Job Related Legal Proceedings: Time necessary for appearance at any job related legal proceeding will be considered paid leave .
- (2) Jury Duty: During the school work year, Teaching Assistants will be fully compensated for time required in performance of jury duty and will pay to

In the event the grievance is not resolved during this informal conference, the Building Principal will render a determination in writing within five (5) business days subsequent to the informal conference, a copy of which shall be supplied to the grievant and the Board.

Step 2 - In the event that the grievant is not satisfied with the disposition of the grievance at Step 1, he or she may submit such grievance to the Superintendent of Schools within five (5) business days subsequent to the determination at Step 1, or in the event that no determination has been rendered within the specified time period after the grievance, the grievant may submit such grievance to the Superintendent of Schools within ten (10) business days subsequent to the submission of the original grievance statement. Within three (3) business days of the receipt of the grievance, the Superintendent of Schools will hold an informal conference with the grievant. The purpose of this informal conference will be to attempt to arrive at a mutually agreeable disposition of the grievance. In the event the grievance is not resolved at such informal conference, the Superintendent of Schools will render a determination in writing within five (5) business days subsequent to the informal conference.

Step 3 - In the event the grievant is not satisfied with the determination rendered in Step 2, the grievant may submit such grievance to advisory arbitration pursuant to the rules of the American Arbitration Association within fifteen (15) business days subsequent to the determination rendered at Step 2. The matter will proceed to arbitration promptly, which arbitration will take place in the District. The arbitrator's decision will be in writing and must set forth his/her findings of fact, his/her reasoning and his recommendations as to a disposition of the grievance. The arbitrator shall have no authority to render any decision which recommends the commission of any act prohibited by law or which is in violation of the terms and conditions of this Agreement. The costs for the services of the arbitrator, including expenses if any, shall be borne equally by the District and the Association in all instances even when an individual Teaching Assistant is the sole grievant. However, in the event the grievant wishes to pursue a grievance contrary to Association position or elects to be represented by persons other than those approved by the Association, then, the costs of the action normally assumed by the Association shall be borne by the grievant.

Step 4 - Upon receipt of the report and recommendation of the advisory arbitrator, the Superintendent of Schools will, within five (5) business days thereof, state in writing whether he/she accepts or rejects such report. In the event the grievant is not satisfied with the report and recommendation of the advisory arbitrator or the determination of the Superintendent of Schools rendered in connection with such report and recommendation, he/she may submit the grievance to the Board by filing the grievance, together with all related documentation, with the District Clerk not later than five (5) business days subsequent to his receipt of the determination of the

the Teaching Assistant for review and comment at the time of insertion. Such complaints shall be brought to the attention of the Teaching Assistant as soon as is practical. The employee shall have the right to attach a written response to such complaint.

D. Mentoring:

After the first year of this agreement, Teaching Assistants with more than three years of experience will accept an assignment to mentor incoming Teaching Assistants for their first year of service. The assignments will be made by the building principal, and the mentoring list will be rotated so that the responsibility is shared among experienced Teaching Assistants. Mentors will NOT DO EVALUATIONS.

ARTICLE VII - MEDICAL INSURANCE

A. Hospital and Medical Insurance: The District will provide the following hospital and medical insurance benefits for all employees covered by this Agreement who qualify in accordance with procedures and regulations of the New York State Government Employees Health Insurance Program and Civil Service Laws and Regulations:

(1) Empire Plan Plus Enhancements: The District will provide either the individual or family coverage according to the employee's eligibility. The District shall assume payment for this plan as noted under VII. C.

B. Dental Insurance: The District will provide a Dental Insurance Plan for the members of this bargaining unit.

C. Contribution for Health Insurance: Medical and Dental Insurance shall be made available to Teaching Assistants with the District contributing a percentage of the premium as follows:

1. Effective July 1, 2004:

- a. The District shall not pay any portion of the premium cost of Medical or Dental Insurance during an employees' first two (2) years of employment.
- b. The District shall pay fifty (50%) percent of the premium cost of Medical and Dental Insurance during a full-time employee's third (3rd) year of employment.
- c. The District shall pay eighty-five (85%) percent of the premium cost of Medical and Dental Insurance during the fourth (4th) year of employment and thereafter.

4. In order to qualify for this benefit from the Sag Harbor School District for whatever acceptable insurance plan benefits are described in the above terms of this contract in which said benefit will extend to retirement years, the employee must terminate employment within five (5) years of the date on which he/she is entitled to receive a retirement allowance without penalty or reduction and meet the requirements of the New York State Government Employees' Health Insurance Program and have been employed in the District for at least ten (10) continuous years.

ARTICLE VIII - SALARY BY-LAWS AND SALARY SCHEDULE

A. Salary By-Laws:

- (1) The District agrees to deduct from the salaries of Teaching Assistants dues or service charges (pursuant to Article 1B(6)) for the Association as said Teaching Assistants individually or voluntarily authorize the Board to deduct and to transmit the monies promptly to the Association Treasurer. This will be subject to any determination of the Public Employment Relations Board rendered pursuant to Section 210(3) of the Civil Service Law.
- (2) The District agrees to provide Teaching Assistants payroll deductions for the Teacher's Credit Union, bonds and annuity programs.
- (3) Paychecks will be made available by twelve noon on scheduled pay days.
- (4) Paychecks will be given to payee only or to an individual designated in writing by the payee.
- (5) A 125 Plan will be made available to interested Teaching Assistant employees for dealing with Health Insurance.

B. Salary Schedules:

- (1) Effective July 1, 2004, the 2003-2004 salary schedule shall be increased by four and three-quarters (4.75%) percent.
- (2) Effective July 1, 2005, the 2004-2005 salary schedule shall be increased by four and three-quarters (4.75%) percent.
- (3) Effective July 1, 2006, the 2005-2006 salary schedule shall be increased by Four and three-quarters (4.75%) percent.

(Salary Schedules attached hereto as APPENDIX "A")

APPENDIX A

TEACHING ASSISTANTS SALARY SCHEDULE

<u>STEP</u>	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
1	24,061	25,204	26,401
2	24,836	26,016	27,252
3	25,613	26,830	28,104
4	26,389	27,642	28,955
5	27,167	28,457	29,809
6	27,941	29,268	30,658
7	28,719	30,083	31,512
8	29,494	30,895	32,363
9	30,270	31,707	33,213
10	31,046	32,521	34,066
11	31,853	33,366	34,951
12	32,681	34,233	35,859
13	33,532	35,125	36,793
14	34,404	36,038	37,750
15	35,300	36,977	38,733

LONGEVITY

1. Effective July 1, 2004, Teaching Assistants who have completed one (1) year of service at step fifteen (15) shall receive, in addition to their regular base salary, an annual longevity payment of \$2000.

2. Effective July 1, 2005:
 - a. Teaching Assistants who have completed one (1) year of service at step fifteen (15) shall receive, in addition to their regular base salary, an annual longevity payment of \$2500.

 - b. Beginning with their twentieth (20th) year of service, Teaching Assistants shall receive, in addition to their regular base salary and first (\$2500) longevity payment as provided for in 2.a (above), a second annual longevity payment of \$500.

APPENDIX B

SAG HARBOR UFS
200 JERMAIN AVENUE
SAG HARBOR, NEW YORK 11963

Kathryn K. Holden
Superintendent of Schools

EVALUATION OF NON-TENURED AND TENURED
TEACHING ASSISTANTS

* February _____

June _____

Teaching Assistant's Name: _____

School: _____ Grade Level: _____

Absences: Sick _____ Personal: _____

	Meets District Standards	Does Not Meet District Standards
<u>Professional Values and Standards</u>	_____	_____
<u>Knowledge and Understanding</u>	_____	_____
<u>Involvement in School Program</u>	_____	_____
<u>Overall</u>	_____	_____

Evaluating Administrator: _____ Signature: _____

Principal: _____ Signature: _____

Date: _____

Teaching Assistant's Signature _____ Date: _____

(Any teaching assistant comments should be on a separate, attached sheet.)

* For non-tenured Teaching Assistants only.

Teaching Assistant Evaluation

Professional Values and Standards

- ❖ Maintains professional relationships with students and staff
- ❖ Has a clear understanding of role in the classroom
- ❖ Handles responsibilities professionally and timely

Knowledge and Understanding

- ❖ Demonstrates sufficient knowledge and understanding of child development
- ❖ Demonstrates sufficient understanding of subject matter
- ❖ Implements teacher's plans effectively

Involvement in School Program

- ❖ Communicates effectively with staff, students and parents
- ❖ Understands and supports classroom and school behavior management
- ❖ Demonstrates ability to properly supervise students throughout the school day