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**AGREEMENT**

**MADE BY AND BETWEEN**

**CLARKSTOWN CENTRAL SCHOOL DISTRICT**

**AND**

**THE CLARKSTOWN TEACHING ASSISTANTS ASSOCIATION**

**For the Period**

**July 1, 2002-June 30, 2006**

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**AGREEMENT MADE BY AND BETWEEN  
CLARKSTOWN CENTRAL SCHOOL DISTRICT**

**AND**

**THE CLARKSTOWN TEACHING ASSISTANTS ASSOCIATION**

**2002-2006**

**PREAMBLE**

This Agreement is made and entered into by and between the **CLARKSTOWN CENTRAL SCHOOL DISTRICT** (hereinafter referred to as the "**District**") and the **CLARKSTOWN TEACHING ASSISTANTS ASSOCIATION** (hereinafter referred to as the "**CTAA**").

WHEREAS, the parties hereto recognize the duties and responsibilities imposed upon them by the Public Employees Fair Employment Act (Chapter 392 of the Laws of 1967), as amended, to negotiate in good faith with respect to wages, hours, and other terms and conditions of employment;  
and

WHEREAS, both parties have negotiated in good faith and reached a mutual understanding;

NOW, THEREFORE, it is agreed as follows:

## **ARTICLE I. RECOGNITION**

1. The Board of Education recognizes the teaching assistants unit, including all teaching assistants, as the representative organization and the exclusive negotiating agent for said unit. Such recognition shall extend for the term of this Agreement or for twenty-four months, whichever period is longer.

## **ARTICLE II. ASSOCIATION RIGHTS**

1. (a) Teaching Assistants shall be paid twice per month, no later than on the 10<sup>th</sup> and 25<sup>th</sup>.

(b) By acceptable written authorization from an employee covered by this Agreement, the District will deduct from earned salaries or wages the employee's uniform Association dues for the CTAA. Such deductions shall be made in fifteen consecutive equal amounts, starting with the second pay period in October. On the third, sixth, and tenth dues deduction payroll, the District shall forward to the CTAA the dues deducted, along with a list of the Association members for whom such dues deductions were made.

2. Officers or members authorized by the CTAA may be excused to attend meetings and workshops pertaining to terms and conditions of employment. District obligation for payment of lost work time for this purpose shall not exceed three days per contract year. Written requests to attend such meetings shall be submitted in advance to the Superintendent of Schools Office on the District's Conference Request Form. The President of the Association shall be permitted up to five days per year to handle Association affairs scheduled with the agreement of the principal upon at least 48 hours' advance notice.

3. Employees covered by this Agreement may request attendance at conferences, meetings, and workshops designed for professional growth by submitting such requests, in advance, on the District Conference Request Form to the Superintendent of Schools Office.

4. Designated Association officers or members actively engaged in negotiations or grievances which take place during working hours shall not suffer loss of pay or benefits for time spent in such engagement.

5. The CTAA may use school buildings at reasonable times for meetings without cost, provided prior written permission for such use is obtained from the Superintendent of Schools.

6. The CTAA may distribute notices, circulars, and other material in the District's pouch mail service and place such material on mutually designated District bulletin boards.

7. The CTAA President shall be provided with an advance copy of the agenda and the minutes of the District's Board of Education meetings.

8. During negotiations, the District and the CTAA agree to furnish each other available information on mandatory collective bargaining subjects, upon reasonable request.

9. The District shall furnish the CTAA a list of the names, addresses, classifications, and locations of employees covered by this Agreement by October 1 of each year.

10. Employees covered by this Agreement may use payroll deductions for credit union transactions, United Way contributions, and health insurance premiums by signing an appropriate form for the Payroll Department.

11. Negotiations for a new and succeeding agreement shall commence approximately five months prior to the terminal date of this Agreement. The parties agree to bring to the first negotiating sessions their complete agenda for contract negotiations and other issues shall not be

introduced except by mutual agreement. Succeeding negotiation sessions shall be set at each meeting, but the negotiator for each party may later agree to an alternate date. Negotiating sessions shall be held after the regular scheduled workday and will not exceed three hours in length unless extended by agreement.

12. An employee covered by this Agreement may examine such employee's personnel file during office hours in the District Personnel Office. Employees will receive a copy of reports or evaluations on their work or conduct at the time such reports are placed in the personnel file, upon request. Employees shall have the right, within ten days after receipt of such material, to submit a statement regarding any material in the file, through their immediate supervisor, and such statements shall be added to the personnel file.

### **ARTICLE III. PRIOR SERVICE**

In placing new employees on the salary schedule, the District will give consideration to prior work experience. Prior service credit for new personnel shall not exceed a total of three years.

### **ARTICLE IV. POSITION VACANCIES, TRANSFERS, AND TERMINATIONS**

1. The District will post all known position vacancies covered by this Agreement on District bulletin boards for 10 working days. An employee who desires to apply for posted vacancies shall make written application with the District Personnel Office. Positions covered by the New York State Education Law will be filled in a manner consistent with the Education Law.

2. Employees who desire a transfer to another position or building may make application in writing to the Personnel Office, identifying the position or building desired. If the request is for the

following school year, it shall be submitted by June 1. When appropriate under State law, the District will consider seniority in awarding transfers and filling vacancies except where job skills, experience, training, ability, and the like require exception. The District will endeavor to promote employees covered by this Agreement to higher-paid position vacancies.

3. Notice of an involuntary transfer or reassignment will be given as soon as possible, but not less than 15 working days prior to such action. An employee dissatisfied with an involuntary transfer or reassignment may appeal to the appropriate administrator or supervisor for a discussion meeting and, on request, may have a written statement covering the reason(s) for such action. If the employee remains dissatisfied after said meeting, such employee may request a second discussion meeting with the Assistant Superintendent for Personnel (or her/his designee). If the employee remains dissatisfied after such meeting(s), the transfer or reassignment may be the subject of a grievance. An employee involuntarily transferred or reassigned shall not suffer a loss of total compensation unless such involuntary transfer is the result of a reduction in force and such employee's seniority and qualifications require the employee to be reassigned or transferred in lieu of termination.

4. The District will annually post a notice for possible summer work, including known vacancies at the time of posting on District bulletin boards. Employees who will be unemployed during summer months and are interested in applying for summer work may do so in writing to the District Personnel Office. The job title and salary range for vacancies will be shown on posted vacancies. The rate of pay for unspecified vacancies will be in accordance with an employee's step on the salary scale and the title of the position to which he or she is assigned.



5. An employee covered by this Agreement who is subject to disciplinary action or termination may have a meeting with the building principal or supervisor, along with CTAA representation, if desired, to discuss such action. If requested at such meeting, the employee may have a written statement of the reason(s) for the disciplinary action or termination. Such matters may be the subject of a grievance if the employee desires.

6. The Personnel Office will furnish new employees copies of literature on employee benefits, payday schedule, and the holiday schedule.

7. The Personnel Office will furnish, upon written request, job descriptions for each position covered by this Agreement.

8. Teaching assistants who accept additional work as school lunch monitors will be paid at their teaching assistant rate of pay.

#### **ARTICLE V. WORK SCHEDULE**

1. Teaching Assistants shall be required to work the regular teacher-pupil day.

2. The employees of this unit will be paid annually for one hundred and eighty-one (181) work days plus fourteen (14) paid holidays, exclusive of any other compensation to which the employee is entitled under the provisions of this Agreement. In addition, each TA shall have the option of working an extra day, the 182<sup>nd</sup> day, equivalent in hours to the normal number of hours in that TA's day, by selecting from periodic lists of in-service and extra work opportunities prepared by the District. If employees are required to work more than one hundred and eighty-one (181) workdays, they will receive their hourly rate of pay for the extra time worked.

Notwithstanding the above, all unit members hired to start work anytime after the close of a regular school year and before the start of the next school year will report to work one additional day without additional compensation to take part in an orientation day structured by the District. The day selected will be as close as possible to the start of the new school year, but never more than seven days in advance of the start of the new school year.

3. The foregoing notwithstanding, the District may flexibly schedule classes to better meet its educational and administrative needs as it may determine if the affected teaching assistant voluntarily accepts the proposed arrangement. A standing committee consisting of two representatives of the Association and two of administration (the "Committee") shall be established to contemporaneously determine that participation is voluntary. The arrangement shall not be effectuated if two or more Committee members find that participation is involuntary. The Committee shall establish reasonable procedures to govern its operation, including means to make determinations expeditiously.

4. In addition to their regular work year, unit members shall be required to attend up to eight (8) additional hours of meeting and training time per year with no additional pay. No more than two hours of such time shall be required in any single week, unless the time is scheduled on a day when school is not in session. Notice of when this time will be required will be given to unit members at least two weeks in advance, unless the session is to exceed two hours, in which two months' notice will be provided. The Union shall have the opportunity to participate in planning the substance of the meetings and training sessions.

## ARTICLE VI. HOURLY RATES OF PAY

1. Hourly rates of pay during the term of this agreement shall be in accordance with Appendix A attached to this Agreement and made a part hereof.
2. Hours worked in excess of 40 hours per week, Monday through Friday, shall be paid at the rate of 1½ times the employee's regular hourly rate. Teaching Assistant work, as contrasted with other kinds of work, performed on Saturdays, Sundays, and holidays shall be paid at 1½ times the employee's regular hourly rate.
3. Hourly rate (regular part-time) employees shall work up to 7½ hours per day during the 10-month school year, as required in the schools to which they are assigned. Such hours may be required during July and August.
4. Employees who work 37½ hours or more per week shall have a 15-minute break in the morning and a 15-minute break in the afternoon. Employees who work more than 3 hours but less than 4½ hours per day shall have one 15-minute break per day. Employees who work more than 4½ hours but less than 7½ hours per day shall have an additional 10-minute break each day.
5. Salaries shall be annualized for each TA for the purposes of computing payroll checks. Where there is an administrative need during the year to change a TA's hours, the Payroll Department shall prospectively reanalyze salary accordingly. In each case the District's Payroll Department shall have discretion to define an "average day" for the purpose of properly making deductions. The Department shall also establish a procedure whereby the District can adjust pay to reflect unpaid days of absence and any similar credits due back to the District.
6. Teaching assistants who substitute for teachers shall receive either the wages received by other substitute teachers or their regular teaching assistant wages, whichever is greater.

7. All unit members who have at least three (3) years of service with the District (including part-time service) and who meet the "Highly Qualified Standard" under the No Child Left Behind Act shall receive a one-time bonus of \$225. This bonus shall be paid within 30 days of when the unit member presents proof of qualification to the District.

## **ARTICLE VII. INSURANCE**

1. The CTAA, on behalf of itself and its membership, is eligible to participate in the CTA Welfare Fund, hereinafter referred to as the "Fund". The CTA Welfare Fund is in full compliance with the laws of the State of New York, to contract for and furnish dental, life, and other forms of insurance to eligible employees covered by this Agreement, including eligible dependents.

2. All employees covered by this Agreement, on its effective date, shall be eligible to fully participate in all the insurance coverage provided in this Article, provided such employees are qualified and work the minimum weekly hours required by the insurance carrier.

3. An eligible employee covered by this Agreement shall automatically become a member of the Fund unless such employee signs a refusal of membership form within 15 days from the date this Agreement is signed by the parties. A new eligible employee hired subsequent to the effective date of this Agreement shall automatically become a member of the Fund for the term of this Agreement unless such employee signs a refusal of membership form within fifteen days after date of hire. An election of membership or non-membership shall bind the employee for the full term of this Agreement.

4. During the term of this Agreement, the Board agrees to forward by the middle of each calendar month a sum of money to the Fund sufficient to cover its obligation provided in this Article.

The amount of such obligation per month for each eligible employee shall be determined from the following insurance coverage table:

INSURANCE COVERAGE

2002-03			
	Dental	<u>Life (\$10,000)</u>	<u>Total</u>
Employee	\$44.52	\$1.80	\$46.32
Employee and Dependent	51.78	1.80	53.58
Family	61.75	1.80	63.55
2003-04			
	Dental	<u>Life (\$10,000)</u>	<u>Total</u>
Employee	\$47.52	\$1.80	\$49.32
Employee and Dependent	54.78	1.80	56.58
Family	64.75	1.80	66.55
2004-05			
	Dental	<u>Life (\$10,000)</u>	<u>Total</u>
Employee	\$50.52	\$1.80	\$52.32
Employee and Dependent	57.78	1.80	59.58
Family	67.75	1.80	69.55
2005-06			
	Dental	<u>Life (\$10,000)</u>	<u>Total</u>
Employee	\$53.52	\$1.80	\$55.32
Employee and Dependent	60.78	1.80	62.58
Family	70.75	1.80	72.55

5. Employees who sign up for health insurance coverage shall pay the difference between the amount paid by the District and the total monthly premium charged by the insurance carrier. Employee contribution(s) shall be by authorized payroll deduction.

6. A. Employees and their dependents eligible under this Agreement shall have the opportunity to elect coverage under one of the group contracts for health insurance entered into between the employer and one of several health insurance providers. The contribution of the employer toward the premium for such group health insurance coverage so elected shall be 52% of the total premium charged per enrollee for such coverage in 2002-03; 54% in 2003-04, 57% in 2004-05, and 60% in 2005-06.

B. The Board reserves its right to transfer all or any part of the health benefit plans from the providers currently under contract with the employer to successor providers at any time during the term of this Agreement, provided that substantially equivalent coverage is offered to the insured employees and such employees' covered dependents as a result of such change. Neither the number nor identities of participating providers of health care, nor better recordkeeping nor improved efficiency in the operation of the successor provider shall be taken into account in determining whether a successor carrier(s) is substantially equivalent to its predecessor(s). The Board guarantees that any successor provider will provide substantially equivalent coverage to that currently provided to the District's employees. In making such guarantee the Board shall rely upon the carrier's representations to it that its coverage shall be substantially equivalent to existing coverage including waiver of pre-existing conditions. It is understood and agreed that, in determining substantial equivalence, a successor provider shall be compared with the incumbent provider. Should a dispute arise between the Board and the Union as to a claimed lack of substantial

equivalency, the parties hereby incorporate and agree to be bound by the Grievance procedure as contained in this Agreement, beginning at the final stage of the internal process, for the purpose of resolving substantial equivalency disputes herein. Such a grievance must be brought, however, within five (5) days of written notice that the District intends to change carriers and shall be expedited. Should the dispute resolution process result in a determination that plans are not broadly substantially equivalent, then the Board has the option to pay the difference upon presentation of such a claim, either directly or by arranging for payment by the successor carrier or to cancel the change in carriers.

C. Pursuant to New York and Federal law, as amended, the Board will offer to all eligible employees the option of membership in a qualified Health Maintenance Organization ("HMO") effective the first day of the term of this Agreement, or within sixty (60) days after this Agreement has been executed by the parties hereto, whichever is later, in a manner consistent with its health insurance obligations stated elsewhere herein and in accordance with the law, as amended.

D. All persons currently eligible for health insurance coverage as defined in the District's agreements with the Carrier and the HMO(s) shall be covered under the Plan and/or the HMO(s) as required by law.

E. All persons enrolled shall receive copies of the Plan and the HMO(s) brochures when available and all new employees shall receive copies when beginning employment.

## **ARTICLE VIII. RETIREMENT PLAN**

1. The Board of Education of the Clarkstown Central School District will continue to make appropriate contributions to the New York State Teachers Retirement Plan for covered employees.

Because Teaching Assistants are employed on an hourly basis, membership in the New York State Teachers Retirement System is optional for employees who work less than thirty (30) hours. The District will render assistance with forms, as necessary, for Retirement System transfer.

2. After 15 consecutive years of employment in the District, employees covered by this Agreement may retire early by using 60% of their accumulated sick leave, to a maximum of 25 days.

#### **ARTICLE IX. LEAVES OF ABSENCE**

1. Employees covered by this Agreement shall be entitled to sick leave according to their yearly and weekly work schedule as appears in Appendix B.

2. The immediate family referred to in this Article for bereavement leave is defined as parent or legal guardian, wife, husband, child, brother, brother-in-law, sister, sister-in-law, grandparent, grandchild, daughter-in-law, son-in-law, and the parent of the husband or wife or any relative residing in the personal household of the employee, provided, that such other relative has been living in the employee's household as his/her legal residence for at least three months immediately before his/her death or final hospitalization. For sick leave, the immediate family does not include brother, brother-in-law, sister, sister-in-law, son-in-law, or daughter-in-law.

3. If an employee's credited sick leave has expired, additional sick leave at half pay, based on the employee's regular work schedule, may be granted by the Board for up to six months, provided the employee has one year or more of continuous employment with the District. Beyond this, an additional six months' sick leave at half pay may be granted at the option of the Board, provided acceptable medical evidence is presented with such request and the illness has a prognosis of more than two weeks' duration.



4. Up to three days per year, two of which may be consecutive, may be allowed for emergency personal affairs that can be attended to only during working hours. These days are non-accumulative. Application shall be presented to the supervisor with reason in advance. In case of emergency only, the supervisor may give oral approval before the application is submitted in writing. If there is any question on the part of the supervisor, the request shall be submitted to the Superintendent of Schools for approval. Personal days beyond those allowed shall be deducted at the regular daily rate of pay or salary.

Reasons for Personal Leave:

- I. Legal
  - (a) Required in court
  - (b) Closing on property
  - (c) Marriage
- II. Professional
  - (a) Teaching Assistants certification problem
- III. Other
  - (a) Child's graduation
  - (b) Home accidents
  - (c) Religious observance, to the extent such leave is permitted by law
  - (d) Other

IV. Employees shall be entitled to use one (1) of their existing personal days without having to give their supervisor written notice of the actual reason therefor. Advance notice will still be required of the employee's intent to utilize the personal day. Such "Personal-Personal Day" may not be used on either side of the Memorial Day weekend. (This does not apply to other kinds of personal days.)

5. For each death in the immediate family, as defined in this Article, five days off with pay shall be allowed. The days off shall be consecutive scheduled work days.

6. The employees shall not lose pay on days when schools are closed due to inclement weather. If make-up school days are scheduled, the employees are expected to work and shall not be entitled to extra pay unless they are required to work more days than their work year requires. The employees shall be entitled to an extra day's pay on the Friday preceding the Memorial Day weekend if, and only if, the official school calendar specifically defines and designates that Friday as a school closing day in lieu of snow days, and school is not held on that day. If, in such extraordinary circumstance only, the employees must work on such day, the hours worked shall be considered overtime. The District's characterization of that day for purposes unrelated to employees in the unit shall have no impact on the foregoing.

7. Vacations may be taken only at times when school is not in session. Employees covered by this Agreement may be entitled to paid vacation time off according to their yearly and weekly work schedule, as provided in Appendix C to this Agreement, which is made a part hereof. If an employee starts work after the effective date of this Agreement, such employee's vacation will be prorated. An employee whose employment terminates must have a minimum of six months' service with the District to qualify for any vacation benefits. Paid vacation days for eligible hourly rate employees working an irregular schedule, or less than five days per week, shall have vacation benefits computed by dividing the average hours worked per week by 5. Vacation time shall be paid out at the end of the school year.

8. Each school year, the District shall develop a schedule of fourteen paid holidays (15 for unit members who work the week of the 4<sup>th</sup> of July) which may vary from year to year because of the school calendar. The holiday schedule shall be added to this Agreement each year as "Schedule D".

9. An employee required to serve on a jury shall be paid the difference between jury duty pay received per day of service or part thereof and such employee's regular rate of pay. To receive payment, the employee must give the District prior notice that jury duty is required and furnish evidence that jury duty was performed on days payment is claimed. On days an employee is excused from jury duty, such employee shall contact the principal or supervisor for instructions on reporting for work. An employee will not be eligible for jury duty pay when jury service occurs on a day or during hours the employee was not scheduled to work or on any day the employee would receive pay under other provisions of this agreement. If permitted by the court, the employee shall postpone jury service to a time when school is not in session, or some other time agreed upon with the building administrator. When serving jury duty, unit members shall take all steps available to them to minimize the work time missed, consistent with their legal duty.

10. An employee absent because of an accident occurring on the job who furnishes the District with a doctor's certificate certifying such employee's inability to work because of the injury, shall be paid for scheduled time lost from work up to a maximum of seven days. Sick leave under this provision shall not be deducted from earned sick leave.

11. Maternity related disability will be covered under Sick Leave.

12. Unpaid child care leave up to a maximum of two years for employees classified as Teaching Assistants will be granted by the District upon written application to the Superintendent of Schools or his designee, provided such employee works a regular schedule of 30 hours or more per week. Such leave may be extended up to one year at the discretion of the Board. An employee who desires to return from child care leave must notify the Superintendent of Schools or his designee, six weeks before the expected date of return to work. Such an employee will be returned

to a position comparable to the one held at the time child care leave began, with earned rights and privileges held prior to the start of such employee's leave. All child care leaves must end such that return is at the start of the second semester or the start of the next year.

13. When an employee covered by this Agreement is required to appear in court at the direction of the District, or because of a court order imposed by the District or its attorney on a school-related incident, such days shall not be considered Personal Leave days.

#### **ARTICLE X. SENIORITY**

1. Teaching Assistants employed by the District prior to July 1, 1973 as "Teacher Aides" shall have seniority based on their total years of continuous employment with the School District.

2. When the District finds it necessary to effect a reduction in force in Teaching Assistants, those excessed shall be employees with the least seniority. An excessed Teaching Assistant shall be placed on a preferred list for reappointment when vacancies occur, as provided by State law.

#### **ARTICLE XI. COLLEGE CREDITS**

1. Unit members who already have six college credits but who are required to obtain additional credits to remain in their jobs by state or federal law may receive tuition reimbursement for up to half of the cost of required courses taken at accredited programs. The District shall spend a maximum of \$5500 per semester on this program in 2003-04, \$6000 per semester in 2004-05, and \$6500 per semester in 2005-06 and beyond. This Article shall be effective starting in the 2003-04 school year.

2. The procedure for distributing this money shall be as follows. No later than thirty days after the end of each semester, all unit members who believe that they are eligible for reimbursement under this Article shall submit to the Personnel Office proof that they have successfully completed an eligible course, together with proof of the cost they incurred to take that course. All unit members found to be eligible shall be reimbursed for 50% of the cost of the course; provided, that if such reimbursements would exceed the limit for that semester, each eligible unit member shall receive the same percentage of the cost, such percentage to be fixed in such a way that all the available money for that semester, as set forth in previous Paragraph 1 above, is expended.

## **ARTICLE XII. GRIEVANCE PROCEDURE**

1. It is the intent of this procedure to provide for the orderly settlement of grievances in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.

2. A grievance is defined as a complaint which may arise between the District and the CTAA or an employee covered by this Agreement pertaining to the interpretation, application or compliance with the specific terms and provisions of this Agreement. A grievance, as defined herein, may be processed through the grievance procedure.

3. To receive consideration, a grievance shall be filed within forty (40) days of its occurrence or within forty (40) days of when an employee has knowledge of, or should have had knowledge of, its occurrence. Should a grievance arise, it may be processed in the following manner:

### **STAGE I.**

An aggrieved employee(s) shall orally present the grievance to the building principal or immediate superior (hereafter referred to as "principal") who shall arrange a mutually convenient

time and place to informally discuss the grievance with the employee. Within ten (10) days after informal discussion, the principal shall render an oral answer to the employee on the grievance. If the aggrieved employee is dissatisfied with the principal's answer, the grievant, with CTAA knowledge and assistance, shall reduce the grievance to writing on a form agreed upon by the District and the CTAA for such purpose, stating the precise nature of the grievance, section(s) of the contract alleged to be violated, remedy requested, and shall sign the grievance form. Copies of the grievance shall be given to the principal and the CTAA. Within ten (10) days after receipt of the written grievance, the principal shall place a written answer on the grievance form, including the reasons therefor, and grant or deny the grievance.

## **STAGE II.**

If a grievance is not settled in Stage I, the aggrieved employee may appeal it within twenty (20) days by letter to the joint committee comprised of two representatives appointed by the Superintendent of Schools and two CTAA representatives. The appeal shall contain a copy of the grievance and all documents and written evidence made a part of the record at Stage I of this procedure. The joint committee shall notify all parties in interest of a time and place when an informal hearing will be held, to receive oral and written evidence supporting each party's position on the grievance. The District and the CTAA shall have the obligation to introduce all relevant testimony and written evidence in their possession, or they have knowledge of, in support of the grievance. Within twenty (20) days after a Stage II hearing, the joint committee shall render its decision in writing on settlement of the grievance, setting forth its findings of fact, granting or denying the grievance, and the basis upon which their answer is reached.

### **STAGE III.**

If the aggrieved employee is dissatisfied with disposition of the grievance at Stage II, the employee may request in writing to the CTAA that it consider submission of the grievance to arbitration. If the CTAA determines the grievance has merit, it may submit the grievance to arbitration within thirty (30) days after the Stage II decision. The CTAA shall notify the Superintendent of Schools Office in writing of its intent to arbitrate a grievance. The notification shall identify the grievance, set forth the contentions of the CTAA in support of the grievance and be accompanied by a copy of the arbitration form requesting the American Arbitration Association for a panel of fifteen (15) arbitrators. On receipt of the arbitration panel, representatives of the District and the CTAA shall alternately strike two names from the arbitrator list until one (1) name remains who shall be designated as arbitrator for the grievance. The first striker shall be determined by agreement or by lot. Either the District or the CTAA may request a second panel of arbitrators if the first is unsatisfactory. The parties shall notify the American Arbitration Association of their selected arbitrator and arrange for a hearing date, time, and place.

4. The selected arbitrator shall hold a hearing with representatives of the Board and the CTAA at a mutually agreeable time and place, and issue a written decision and award on the grievance. Neither the Board nor the CTAA may introduce or rely on grounds or evidence not disclosed to the other in Stage II of the grievance procedure. The parties may waive an oral hearing by mutual agreement in which case the arbitrator's decision and award shall be rendered after final statements and proofs are submitted by representatives of the Board and the CTAA.

5. The arbitrator's decision shall be in writing and set forth his finding, reasonings, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any

decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement. The arbitrator shall have no power to alter, add to, or detract from the provisions of the Agreement. Either or both parties to this Agreement reserve the right to contest, in a court of competent jurisdiction, an arbitration decision and award that violates this Agreement or applicable law.

6. The cost for the services of a selected arbitrator, including per diem expenses, shall be borne equally by the Board and the CTAA.

7. On reasonable request in writing, the Board and the CTAA agree to make available to each other any information in their possession not privileged by law that has relevance to a grievance.

8. The election to submit a grievance to arbitration shall constitute a waiver of other remedies or forums which otherwise could be available.

9. A grievance not appealed to another stage of the grievance procedure shall be considered settled on the basis of the last decision rendered on the grievance.

### **ARTICLE XIII. MISCELLANEOUS**

1. This contract is the full and complete agreement between the Board and the CTAA. It may be altered, changed, added to, deleted from, or modified only by the mutual consent of the parties in a written and signed amendment to this Agreement.

2. Any existing agreement or contract between the Board and an employee covered by this Agreement heretofore executed shall be subject to and consistent with the terms and conditions of this agreement.



3. If any provision of this Agreement or its application to any employee covered by its terms 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.

4. Sufficient copies of this Agreement shall be duplicated at Board expense for the CTAA to have 25 copies for its use and one copy for each member employee covered by its terms. The District will provide CTAA with a draft contract ready for execution within one month of ratification of the memorandum of agreement. The new contract will be distributed to the unit members within one month it is executed.

5. Reimbursement for approved business use of a personal motor vehicle shall be paid to employees covered by this Agreement. The reimbursement rate shall be in accordance with the District's current policy, but not less than 21 cents per mile.

6. Employees covered by this Agreement shall not be disciplined, reprimanded, or reduced in rank without just cause.

7. The District shall reimburse an employee for reasonable costs of replacing or repairing dentures, eyeglasses, hearing aids, or clothing up to a maximum of \$200.00 per item not covered by Workers' Compensation which are destroyed, damaged or lost as a direct result of any student assault sustained in the discharge of the employee's duties within the scope of the employee's employment provided such damage, destruction, or loss was not due to the employee's negligence.

8. Upon the successful completion of one month of employment, newly-hired unit members will be reimbursed by the District for the cost (if any) borne by them for fingerprinting as part of the hiring process.

**ARTICLE XIV. LEGISLATIVE APPROVAL**

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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

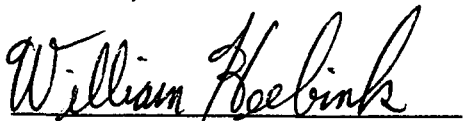
**ARTICLE XV. TERM OF AGREEMENT**

This Agreement shall be effective from the 1<sup>st</sup> day of July, 2002 until the 30<sup>th</sup> day of June, 2006.

By the Board of Education for the  
Clarkstown Central School District:



Mr. Dominick Riolo  
President, Board of Education

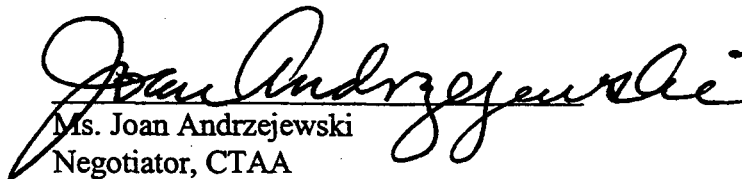


Dr. William Heebink  
Superintendent of Schools

For the Clarkstown Teaching Assistants  
Association:



Ms. Carol Prestia  
President, CTAA



Ms. Joan Andrzejewski  
Negotiator, CTAA

**APPENDIX A**

**CTAA HOURLY SALARY GRID**

<b>Step</b>	<b>2002-03</b>	<b>2003-04</b>	<b>2004-05</b>	<b>2005-06</b>
1	\$10.40	\$10.74	\$11.09	\$11.46
2	10.40	10.94	11.34	11.83
3	10.40	11.14	11.59	12.20
4	10.62	11.34	11.84	12.57
5	12.13	12.13	12.53	12.94
6	12.13	12.33	12.78	13.31
7	12.13	12.53	13.03	13.68
8	12.28	12.73	13.28	14.05
9	12.52	12.93	13.53	14.42
10	13.87	13.87	14.33	14.80
11	13.87	14.07	14.58	15.18
12	13.87	14.27	14.83	15.55
13	14.19	14.47	15.08	15.93
14	14.42	14.67	15.33	16.30
15	15.63	15.63	16.15	16.68
16	15.63	15.83	16.40	17.05
17	15.63	16.03	16.65	17.42
18	16.11	16.23	16.90	17.79
19	16.34	16.43	17.15	18.16
20	17.36	17.36	17.93	18.53
21	17.36	17.56	18.18	18.90
22	17.36	17.76	18.43	19.27
23	17.36	17.96	18.68	19.64
24	17.36	18.16	18.93	20.01
25	19.25	19.87	20.52	21.20

**APPENDIX B**

**CLARKSTOWN CENTRAL SCHOOL DISTRICT**

**C.T.A.A. PAID DAYS**

	<b>30-37 ½ Hours <u>10 Months</u></b>	<b>18-30 Hours <u>10 Months</u></b>	<b>Less Than 18 Hours <u>10 Months</u></b>
<b>SICK LEAVE</b>	12 per year accumulative to 120 (24 per year for sickness in family)	5 per year accumulative to 50	after 2 years of service, 3 per year accumulative to 30
<b>DEATH LEAVE</b>	5	5	5
<b>PERSONAL LEAVE</b>	3	3	3
<b>INCLEMENT WEATHER</b>	Yes	Yes	Yes

If the first year is a partial year of employment (year beginning July 1), the sick leave will be prorated.

Any employee who is reduced in hours, work day, or work year will retain the number of earned accumulated sick leave days in his/her new position. However, said employee will then accrue his/her subsequent annual sick leave allotment at the rate of his/her new position, as provided in this Agreement.

APPENDIX C

CLARKSTOWN CENTRAL SCHOOL DISTRICT

C.T.A.A. - PAID VACATION DAYS

<u>Completed Years of Service</u>	<u>37-1/2 Hours Per Week 10 Months</u>	<u>18 to 37-1/2 Hours Per Week 10 Months</u>	<u>Less Than 18 Hours Per Week</u>
1-4	8	5	None
5	11	7	
6	11	8	
7	11	9	
8	12	10	
9	12	10	
10	13		
11	14		
12	14		
13	14		
14	15		
15	15		

APPENDIX D  
**CLARKSTOWN CENTRAL SCHOOL DISTRICT  
PERSONNEL OFFICE**

***PLEASE POST***

**2003-2004 PAID HOLIDAY CALENDAR**

<b>Independence Day</b>	<b>Friday, July 4, 2003</b>
<b>Labor Day</b>	<b>Monday, Sept. 1, 2003</b>
<b>Columbus Day</b>	<b>Monday, Oct. 13, 2003</b>
<b>Veteran's Day</b>	<b>Tuesday, Nov. 11, 2003</b>
<b>Thanksgiving</b>	<b>Thurs., Nov. 27, 2003</b>
<b>Day After Thanksgiving</b>	<b>Friday, Nov. 28, 2003</b>
<b>Christmas Eve</b>	<b>Wed., Dec. 24, 2003</b>
<b>Christmas Day</b>	<b>Thurs., Dec. 25, 2003</b>
<b>New Year's Eve</b>	<b>Wed., Dec. 31, 2003</b>
<b>New Year's Day</b>	<b>Thurs., Jan. 1, 2004</b>
<b>Martin Luther King Jr.'s Birthday</b>	<b>Mon., Jan. 19, 2004</b>
<b>President's Day</b>	<b>Mon., Feb. 16, 2004</b>
<b>Good Friday</b>	<b>Fri., April 9, 2004</b>
<b>Day After Easter/Passover</b>	<b>Mon., April 12, 2004</b>
<b>Memorial Day</b>	<b>Mon., May 31, 2004</b>

APPENDIX E

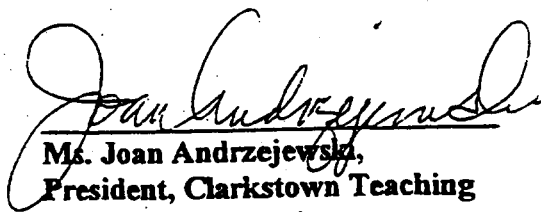
**ADDENDUM TO CTAA CONTRACT:**

Effective December 1, 1994, teaching assistants who volunteer to work in after-school programs established by the district and who are so hired will be paid at the chaperone rate designated by Article XIX, Section 10 of the current collective bargaining agreement between the Clarkstown Teachers Association and the Clarkstown Central School District; i.e., \$11.96 per hour for the 1994-95 school year and \$12.26 per hour for the 1995-96 school year, with no minimum guarantee.



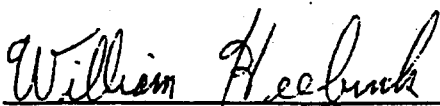
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**Dr. Philip Belcastro**  
**President, Board of Education**



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**Ms. Joan Andrzejewska,**  
**President, Clarkstown Teaching**  
**Assistants Association**



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**William B. Heebink**  
**Superintendent of Clarkstown Central**  
**School District**

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**Chief Negotiator,**  
**Clarkstown Teaching Assistants**  
**Association**

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**Date**

APPENDIX F

June 30, 1999

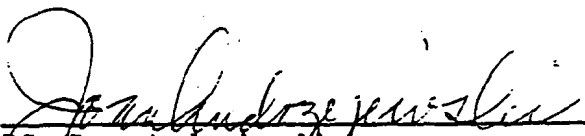
MEMORANDUM OF UNDERSTANDING between the  
**CLARKSTOWN TEACHER ASSISTANTS ASSOCIATION**  
and  
**CLARKSTOWN CENTRAL SCHOOL DISTRICT**

It is hereby understood that:


The CTAA unit members will be permitted to participate in a Section 125 Plan administered by the District, but only after being employed in the District for a continuous nine-month period

The District will facilitate participation by interested CTAA unit members in benefits offered under the NYSUT Benefits Plus. The District assumes no responsibility for the nature and operation of NYSUT Benefits Plus plans.

Henceforth, all CTAA members hired to start anytime after the close of a regular school year and before the start of the next school year will come in one additional day without additional compensation to take part in an orientation program structured by the District. The day selected will be as close as possible to the start of the new school year, but never more than seven days in advance of the start of the new school year.

  
\_\_\_\_\_  
Ms. Joan Andrzejewski,  
President, Clarkstown Teaching Assistants  
Association

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
William B. Heebink,  
Superintendent of Clarkstown Central  
School District

\_\_\_\_\_  
Date



**ADDENDUM BY LETTER AGREEMENT  
TO  
AGREEMENT MADE BY AND BETWEEN  
THE  
CLARKSTOWN CENTRAL SCHOOL DISTRICT  
AND  
CLARKSTOWN TEACHING ASSISTANTS ASSOCIATION  
for the Period July 1, 1991 to June 30, 1996**

Effective upon mutual ratification, the Clarkstown Central School District (the "District") and the Clarkstown Teaching Assistants Association ("the Association"), jointly called the "Parties," hereby agree as follows:

WHEREAS, the class of TA's known as "one-on-one" TA's, being those hired and uniquely assigned to a particular classified student (or students) under that student's I.E.P., or due to a temporary disability, had been considered to be without permanent or formal status and associated benefits due to the temporary nature of such positions until last year at which time their status began to be considered as either tenure track or permanent substitute where warranted; and

WHEREAS, due to the District foreseeing an increase in the need for one-on-one TA's for classified students on a long term basis, it approached the Association seeking to negotiate and confirm a more permanent status for such TA's so as to create a ready pool of same, leading to agreement as follows which eliminates distinctions between regular TA and one -on-one assignments:

1. No credit for seniority, salary, benefits or for any other purpose shall be granted to permanent substitutes serving as one-on-one TA's, nor for any service prior to the effective date hereof, unless for service

after appointment to an open one-on-one TA position, in which case credit shall be given for all purposes, or for service in any, different appointed position with the District, in which case credit shall be granted for salary and benefit purposes but not for tenure acquisition purposes.

2. Henceforth, when in the District's judgment a one-on-one TA opening is of a permanent nature (e.g., versus a need due to a temporary disability or for an older student who will not be with the District long-term), it shall post the position if for thirty (30) or more hours per week. The District shall fill the position by reassignment or appointment from within if a tenured, probationary or part-time TA in the District's employ volunteers for said position and is qualified for same in the District's judgment, or if one does not with a qualified TA from outside of the unit or the District.

3. Service in "permanent" one-on-one TA positions of thirty (30) or more hours per week shall be considered the same as service in regular tenure track or tenured TA positions for all purposes, including entitlements, benefits, salary and status in accordance with the terms and conditions of the collective bargaining agreement and the Education Law. In the event that a permanent position is for less than thirty (30), hours per week, it shall not be considered a tenure track position, but it shall carry with it benefits and pro-rata salary according to the Agreement.

4. One-on-one tenure track TA's shall be considered on the same seniority list as other full tenure track TA's according to the Education Law, and shall have same rights to regular TA assignments as shall regular TA's to one-on-one assignments.

5. The District shall have sole discretion, according to its administrative needs and the needs of its students, to assign one-on-one TA's to a limited number of special education students at the same time exceeding one (e.g., "one-on-two"; "one-on-three"; etc.). The District shall also have sole discretion to make up a full-time (e.g., thirty hours or more) permanent one-on-one position by assigning the TA to different students at different times (e.g., 15 hours with one student and 15 with another; etc.) but, the District shall not be obligated to do so.

6. This addendum shall not impact upon one-on-one TA's not considered by the District to be serving in permanent positions. Such TA's shall continue to be considered permanent or per diem substitutes in the judgment of the District.

SO AGREED,

CLARKSTOWN CENTRAL SCHOOL DISTRICT,  
Pursuant to Resolution adopted \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Dated

CLARKSTOWN TEACHING ASSISTANTS  
ASSOCIATION, ratification vote of

By: \_\_\_\_\_

\_\_\_\_\_  
President, Ms. Joan Andrzejewski

\_\_\_\_\_  
Dated