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TEACHING ASSISTANT/INTERPRETER/JOB COACHES AGREEMENT

between the

SACHEM CENTRAL TEACHERS' ASSOCIATION

and the

BOARD OF EDUCATION

of the

SACHEM CENTRAL SCHOOL DISTRICT AT HOLBROOK

July 1, 2010 through June 30, 2014
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AGREEMENT

Between the Board of Education of SACHEM CENTRAL SCHOOL DISTRICT at Holbrook, herein called the "BOARD" and the SACHEM CENTRAL TEACHERS' ASSOCIATION, herein called the "ASSOCIATION."

ARTICLE I. RECOGNITION

1. The BOARD recognizes the SACHEM CENTRAL TEACHERS' ASSOCIATION (NYSUT, AFT, AFL-CIO), hereinafter referred to as the "ASSOCIATION", as the exclusive representative and negotiating agent of a unit consisting of Teaching Assistants/Interpreters and Job Coaches. Interpreter, for purposes of this contract, will refer in all cases to those individuals hired by the District to use sign language to relay classroom instruction to deaf students.

2. This recognition shall be in full force and effect for the maximum period allowed by law.

3. Unless otherwise indicated herein, all contract provisions applied to teaching assistants shall be equally applicable to Job Coaches.

ARTICLE II. NEGOTIATING PROCEDURES

1. Representatives of the BOARD and the ASSOCIATION shall commence negotiations for a successor agreement no later than February 15, unless the parties agree to a later date. Negotiations shall take place outside of normal school hours unless the parties agree otherwise.

2. Within thirty (30) days after final acceptance by both parties and the signing of
the agreement, the school district shall provide the ASSOCIATION with sufficient copies of
the agreement so as to allow for distribution to unit members and for the ASSOCIATION to
retain a sufficient number of copies for its files.

3. This agreement is the result of collective negotiations between the BOARD
and the ASSOCIATION which have been conducted under the requirements and directives
of the Public Employees' Fair Employment Act (Taylor Law). The provisions of this
agreement supersede all conflicting policies and directives of the BOARD and may be
changed only through the mutual agreements of the BOARD and the ASSOCIATION. All
terms and conditions of employment not covered by this agreement shall continue to be
subject to the BOARD's direction and control and shall not be the subject of negotiations
until the commencement of the negotiations for a successor to this agreement.

4. 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.

ARTICLE III. TEACHING ASSISTANTS/INTERPRETERS

Teaching Assistants/Interpreters may be used:

1. to substitute for an absent teacher if the Assistant/Interpreter holds a
   Bachelor's degree;

2. to replace a teacher on leave of absence if the Assistant/Interpreter is
certified as a teacher.
ARTICLE IV. ASSOCIATION RIGHTS

1. Dues Deductions

The District agrees to deduct from the salaries of its Teaching Assistants/Interpreters dues for the SACHEM CENTRAL TEACHERS' ASSOCIATION when a Teaching Assistant/Interpreter individually and voluntarily authorizes the District to so deduct. The District shall transmit such monies so deducted within ten (10) days to the ASSOCIATION. New Teaching Assistants/Interpreters hired after September 1 can be put on the dues deduction plan by notifying the District Personnel Office within thirty (30) days after beginning employment.

2. Agency Fee

a. Pursuant to the passage of legislation enabling the implementation of an Agency Shop Fee, the District does hereby agree that, no later than fifteen (15) days after the effective date of employment, each employee who is not a member of the SACHEM CENTRAL TEACHERS' ASSOCIATION will pay to the ASSOCIATION each month a service charge toward the administration of this agreement and the representation of such employee; provided however that each employee will have available to him or her membership in the SACHEM CENTRAL TEACHERS' ASSOCIATION on the same terms and conditions as are available to every other member of the Union. The service charge shall be an amount equal to the collective bargaining agent's regular and usual initiation fee, if any, and monthly dues for each month thereafter in an amount equal to the regular and usual monthly dues. The District shall deduct such fee in the same manner that membership dues are deducted. The amount collected through the agency fee shall be
used to represent the individual as a member of the bargaining unit and shall not be used towards expenditures by the organization in and of the activities or causes of political or ideological in nature only incidentally related to terms and conditions of employment.

b. Any employee from whom an agency fee has been deducted pursuant to this provision who has any objection thereto shall be limited to processing his or her objection in accordance with organizational appeal procedures contained in separate organizational document governing such appeals.

c. The Agency Shop Fee shall be suspended in the event Teaching Assistant/Interpreter membership in the organization, as of March 1 of the previous year, drops below 80% of the total number of bargaining unit members.

d. The SACHEM CENTRAL TEACHERS' ASSOCIATION will supply each March 1 upon the request of the District, proof of Teaching Assistants/Interpreters membership in the SCTA.

e. Agency fee will be first instituted on January 1, 1984, provided the ASSOCIATION complies with paragraph (d) above.

ARTICLE V. FRINGE BENEFITS

1. Disability Insurance

The Board shall contribute full premium cost of the existing self-insured disability plan to members of the bargaining unit. There shall be a cap on length of benefits at fifteen (15) years from the date of disability or age 62, whichever comes first.
2. Health Insurance
   a. The District shall pay 83% of the premiums for “New York State Health Insurance Program” individual or family medical insurance.
   b. In each of the years of this agreement, the District shall continue to pay for employees covered under the “HMO” option a monthly premium dollar contribution equal to that paid for employees under the “New York State Health Insurance Program” up to a maximum of 100% of the monthly premium cost.
   c. The District shall provide 100% of the premium cost of individual health insurance and 80% of the premium cost of family health insurance for those both present and future retirees under the “New York State Health Insurance Program”. For those retirees covered under the “HMO” option, the District will pay a monthly premium dollar contribution equal to that paid for employees under the “New York State Health Insurance Program” up to a maximum of 100% of the monthly premium cost.

3. Life Insurance
   Provisions will be made for employees, at their own cost, to participate in the District's life insurance program.

4. Dental Insurance
   The dental insurance plan in effect on June 30, 1987, shall be continued and the District will pay toward the annual premium cost; therefore, in each of the years of this agreement, a sum equal to 80% of said premium cost, the balance thereof to be paid by each bargaining unit member.
a. The dental insurance plan or carrier may be modified or changed by mutual agreement of the parties. The District's Business Office shall cooperate with the ASSOCIATION in the analysis of any proposed change.

b. However, the District's financial obligation for dental insurance shall not be increased thereby.

ARTICLE VI. WORKING CONDITIONS

1. The work year of Teaching Assistants/Interpreters, other than new personnel who may be required to attend additional orientation sessions, may be scheduled to begin prior to Labor Day but not before September 1, except that it shall not be on the Friday adjacent to Labor Day, and will end no later than the last agreed upon date identified in the school calendar. Final exams and Regents days are considered days of student attendance. These days shall be devoted to staff development. Such training shall be related to the duties of unit members. The Association shall be afforded the opportunity to participate in the planning of the training and the selection of the workshops. However, the District reserves the right to ultimately determine the staff development program.

2. Professional Development

The District may elect to offer Professional Development to unit members up to four (4) times per year (8 hours total) as pre-scheduled by administration outside the regular workday. Attendance shall be paid at the member’s hourly rate.

3. Professional Visitation

In the sole discretion of the Superintendent or his designee, teaching assistants may be granted release time during the workday up to two (2) days per year for
professional visitation and observation, upon advance application to the building administration.

4. Elementary
   a. The length of required work day for Teaching Assistants/Interpreters in the elementary schools shall not exceed six (6) hours and thirty (30) minutes, and said time shall be continuous.
   b. Teaching Assistants/Interpreters reporting and leaving time shall be established by the building principal.
   c. Each Teaching Assistant/Interpreter shall be guaranteed a thirty (30) minute unencumbered lunch period and space shall be provided in which Teaching Assistant/Interpreter may eat apart from students.
   d. Each Teaching Assistant/Interpreter shall receive one (1) unencumbered preparation period per day.

5. Secondary
   a. Teaching Assistants/Interpreters shall be required to report to their building no earlier than ten (10) minutes prior to their first assignment (for purposes of this paragraph, a preparation period shall be considered an assignment) and shall remain no longer than six (6) hours and forty-five (45) minutes after arrival, and said time shall be continuous.
   b. Except as hereinafter provided, the program of a secondary school Teaching Assistant/Interpreter shall consist of five teaching periods; one duty period; one preparation period and one lunch period.
6. All Teaching Assistants/Interpreters are expected to remain after the end of the normal work day, when necessary and without additional compensation, to fulfill their professional obligations such as tutorial help and parent-teacher conferences when the Assistant/Interpreter is needed to aid the classroom teacher in performance of same.

7. Teaching Assistants/Interpreters' attendance at all PTA meetings will be at the option of the individual Teaching Assistant/Interpreter.

8. Teaching Assistants/Interpreters may be required to remain after the end of the regular work day, without additional compensation, for no more than one (1) hour on any particular day and no more than three (3) hours in any particular month except for any problem dealing with school operation that could not have been reasonably anticipated. The limitation shall not apply to new Teaching Assistants/Interpreters or during the months of June and September.

9. a. Within the limits of available facilities and staff, reasonable effort shall be made in establishing Teaching Assistants/Interpreters' schedules so that secondary Teaching Assistants/Interpreters will not be required to teach more than three (3) academic (including special) classes in succession and elementary Teaching Assistants/Interpreters shall not be required to have more than four successive hours of student contact on a daily basis and, so on all levels, reasonable effort shall be made so that continuous student contact time shall not be excessive.

b. Reasonable effort shall be made so that Teaching Assistants/Interpreters will be notified, in writing, of their tentative schedules for the coming year [prior to the end of the school year]. Such notification shall include the school to which
each Teaching Assistant/Interpreter will be assigned and the class in which he/she will assist. Any subsequent change in said tentative schedule shall be given to the Teaching Assistant/Interpreter as soon as change is made.

c. Teaching assistants who wish to be considered for a voluntary transfer to another building shall simultaneously forward their request in writing to their building principal and the Office of Personnel no later than May 1. Denials of voluntary transfer requests are not subject to Article IX (Grievance Procedure).

d. The ASSOCIATION shall have the right to inspect Teaching Assistant/Interpreter schedules prior to the opening of school.

10. Job Coaches shall work a continuous six (6) hour and forty-five (45) minute day, including the same lunch period and preparation period that teaching assistants receive. The particular hours in each day shall be determined by the District based upon the needs of the program. Job Coaches shall be provided reasonable notice of their schedules and any changes thereto. Such positions shall be posted as Job Coaches. Existing teaching assistants shall not be involuntarily assigned to newly created or vacant Job Coach positions. In the job posting for these positions, the District shall identify that the positions may require flexible hours. Job Coaches shall not be required to use their own vehicles to transport students.

11. Teaching Assistants/Interpreters may leave the school building during their lunch period and with permission of their Building Principal during their preparation periods. Teaching Assistants/Interpreters leaving the building during lunch or preparation periods shall sign out upon departure and sign in upon returning to the building.
12. Travel

Teaching Assistants/Interpreters required to use their personal vehicle in the performance of their duties will be reimbursed the mileage rate currently in effect as amended from time to time.

13. Teaching Assistants/Interpreters shall have priority in chaperone assignments after the teacher chaperoning list has been exhausted.

14. The District shall seek volunteers before assigning a student intern to an interpreter. However, if there are no volunteers, the District shall have the discretion to make assignments.

ARTICLE VII. PROMOTION

1. Opportunity to Apply

Teaching Assistants/Interpreters earning a degree from a college or university, accredited by the New York State Department of Education and the requisite certification from the New York State Education Department, shall be given the opportunity to apply for any teaching position.

ARTICLE VIII. SICK DAYS/PERSONAL DAYS

1. All Teaching Assistants/Interpreters shall be granted ten (10) paid sick days.

2. Unused sick days are cumulative. Teaching Assistants/Interpreters who retire from the District shall be paid for accumulated sick leave at the rate of one (1) day for every three (3) days accumulated. Such payment is contingent upon unit members having accumulated at least one hundred (100) days. The maximum payment is $5,000.
3. All Teaching Assistants/Interpreters shall be granted four (4) paid days for personal business.

4. Personal leave shall be allowed for the following reasons:
   a. Illness in the Teaching Assistants/Interpreters' household.
   b. The following legal matters: closing a mortgage; income tax audits or hearings required by the Internal Revenue Service; required appearances in court; reading of a Will; and adoption proceedings.
   c. Graduation exercises for the Teaching Assistants/Interpreters' children or spouse.
   d. Driver's test.
   e. Required educational exams.
   f. Required parental presence at college registrations.
   g. Doctor's appointments; dental appointment; eye examination.
   h. Death in the immediate family.
   i. Religious reasons.
   j. Illness in the intermediate family.
   k. Death of a relative or close friend.
   l. Participation in the education of a unit member's child.
   m. Family emergencies.
   n. Attendance or participation in out-of-town wedding.
   o. Other reasons not listed above may be approved by the Superintendent of Schools or his designee.
5. Unused personal days are cumulative as sick leave.

6. Teaching Assistants/Interpreters shall be entitled to three (3) days of bereavement leave per occurrence in the case of bereavement for a parent, spouse, child or sibling. Teaching Assistants shall be entitled to three (3) days of bereavement leave per occurrence in the case of bereavement for a parent-in-law, grandparent, or in the case of any other relative or person who resides with the Teaching Assistant. These days shall not be cumulative.

7. Child Care Leave
   a. Teaching Assistants/Interpreters shall be entitled to two (2) full school years of unpaid leave for child care, plus any part of the school year in which the child was born or adopted.
   b. Requests for such leave shall be made for one (1) school year at a time.
   c. Request for the following school year shall be made no later than May 1 each year.
   d. An employee who does not request a leave by the dates specified will be expected to report to work.
   e. An employee who has requested or is on a child-care leave may request a return to employment prior to the expiration of the leave period. Such a request will be honored immediately, if a unit vacancy exists in the job title the unit member was employed in at the time the child-care leave commenced. For the purposes of this article, a vacancy shall be defined as any opening resulting from retirement, resignation, leave of
absence, or creation of an additional Teaching Assistant/Interpreter position. Such request
will be honored in order of date received.

f. Each Teaching Assistant/Interpreter shall be given the opportunity to return to work on the first mid-year break after either the conclusion of the period of disability or upon completion of adoption proceedings.

g. At the conclusion of the initial period of disability or upon completion of adoption proceedings, Teaching Assistants/Interpreters shall indicate if they wish to (a) return to work, (b) take an unpaid leave until the mid-year break, or (c) take a leave through the end of that school year.

8. Personal Leave

Unpaid leaves of absence, not exceeding one (1) year in duration, will be granted upon written application of the employee to the Superintendent of Schools. Such application must be filed with the Superintendent of Schools no later than May 1. Applications submitted to the Superintendent after May 1 will be granted or denied on the sole discretion of the Superintendent of Schools.

In the event the Superintendent recommends the award of such leave, the same shall be subject to the approval of the Board of Education.

ARTICLE IX. GRIEVANCE PROCEDURE

Any grievance or dispute which may arise between the parties with respect to an express provision of this agreement shall be processed in the following manner:

STEP 1 The ASSOCIATION shall take up the grievance with the immediate supervisor of the employee or employees involved within thirty (30) school days of its occurrence. The
supervisor shall then attempt to adjust the matter and shall respond to the ASSOCIATION within seven (7) school days.

**STEP 2** If the grievance has not been settled, it shall be presented in writing by the ASSOCIATION to the Superintendent's designee within ten (10) working days after the supervisor's response is due. The Superintendent's designee shall respond to the ASSOCIATION in writing within ten (10) working days.

**STEP 3** In the event the ASSOCIATION is not satisfied with the determination of the Superintendent's designee, it may within ten (10) school days refer the grievance to arbitration by notifying the District in writing of its intent. The SCTA and the District agree to use the following permanent arbitrators in rotating order:

1. Howard Edelman
2. Rosemary Townley
3. Robert Simmelkjaer

However, prior to resorting to arbitration, the Superintendent of Schools and SCTA President shall meet within ten (10) days of service of the Demand for Arbitration to attempt resolution of the dispute. The arbitrator's decision will be in writing and will set forth his or her findings, reasonings, and conclusion on the issues submitted to him or her. The arbitrator shall have no power to add to, subtract from or amend any of the provisions of the agreement.

The cost for the services of the arbitrator will be borne equally by the District and the ASSOCIATION.

The arbitrator's decision will be advisory to the parties. Within thirty (30) days of receipt of the arbitrator's decision, the BOARD OF EDUCATION will either accept, reject, or
modify the decision. The determination of the BOARD OF EDUCATION shall be final and binding.

Nothing hereinabove set forth shall prevent the ASSOCIATION from submitting the issue to the New York State Public Employment Relations Board as an alleged improper practice or to the courts under Article 78 of the C.P.L.R. The election of one of these two remedies shall bar the ASSOCIATION from filing a grievance hereunder.

ARTICLE X. NO STRIKE PLEDGE

The ASSOCIATION affirms that it does not assert the right to strike against the school district or any government, to assist, or participate in such a strike.

ARTICLE XI. WAGES

1. Effective July 1, 2010, the following salary schedule will be in effect for Teaching Assistants and Interpreters.

<table>
<thead>
<tr>
<th>Teaching Assistants</th>
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2. Effective July 1, 2011, the following salary schedule will be in effect for Teaching Assistants and Interpreters.

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3. Effective July 1, 2012, the following salary schedule will be in effect for Teaching Assistants and Interpreters.

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4. Effective July 1, 2013, the following salary schedule will be in effect for Teaching Assistants and Interpreters.

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5. Interpreters shall be paid an annual stipend of $250 if they possess a New York Society for the Deaf certification.

6. To the extent that interpreters provide interpreting services to students after the school day (i.e., clubs, sporting events and practices, or other school activities, including field trips) they shall be paid at their hourly rate. With respect to weekend assignments, interpreters shall be paid at their hourly rate for each hour worked on Saturdays. Interpreters shall be paid at one and a half times their hourly rate for each hour worked on Sundays. In no event shall weekend work on Saturday and Sunday exceed the total of $500.

7. **Payment Option**
   
a. Teaching Assistants/Interpreters shall have the option of being paid in equal payments during the school year or twenty-six (26) payments in accordance with present practice.

   b. The election of either option shall be made no later than August 1 prior to the opening of school, and shall remain in effect for the entire year. In the absence of such a written selection, Teaching Assistants/Interpreters shall be paid in the same manner the prior year.

8. All Teaching Assistants/Interpreters employed as of June 30, 1988, who continue in employment as of September 1, 1988, will be placed on the salary schedule based on their years of service in the District.

9. All new Teaching Assistants/Interpreters hired after September 8, 1987, will be placed on Step 1 of the salary schedule. (Although at the sole discretion of the
Superintendent of Schools, Step 1 placement may be waived by giving credit for substantial outside experiences.)

10. A tenure stipend of $200 will be paid each year on a full-year basis. This stipend is payable starting in September following the completion of the probationary period. No partial stipends will be paid.

11. A longevity increment of $300 will be paid for each service year beyond Step 6.

12. The stipend for extra class/period coverage shall be as follows:

a. In the event that a Teaching Assistant/Interpreter covers a class(es) during the absence of a teacher,

   (1) For each thirty (30) minutes of coverage, the stipend in the elementary school shall be $9.85 in Year 1; $10.05 in Year 2; $10.25 in year 3; and $10.40 in Year 4.

   (2) The stipend per class period in a secondary school shall be $12.75 in Year 1; $13.01 in Year 2; $13.27 in Year 3; and $13.47 in Year 4.

   (3) The stipend for a half day shall be $57.96 in Year 1; $59.12 in Year 2; $60.31 in Year 3; and $61.21 in Year 4. Four coverages shall equate to a half day. For less than four coverages, the stipend shall be paid in accordance with subsections (1) and (2) above. In the event a teaching assistant is asked to cover a full day teaching assignment, the stipend shall be equal to five coverages, meaning the half day rate plus one additional coverage paid in accordance with subsections (1) and (2) above.
(4) In the event that a Teaching Assistant/Interpreter agrees to cover a class during his/her prep or lunch period, the stipend will be $18.55 in Year 1; $18.92 in year 2; $19.30 in Year 3; and $19.59 in Year 4.

(5) Any secondary Teaching Assistant/Interpreter who covers a full day assignment shall either be released of all normally scheduled work assignments on that day or shall be paid the applicable coverage rate for any additional assignments.

13. It is the intent of the District to utilize Teaching Assistants in the special education setting. Any use of the Teaching Assistants as teachers outside of the special education setting shall be limited to those situations in which the district has been unable to secure the services of a substitute teacher, and has in fact made every reasonable effort to secure those services. In addition, under no circumstances shall the District use Teaching Assistants as teachers outside of the special education setting where to do so would require taking a teaching assistant out of an IEP mandated class. In those instances where interpreters are not assigned to a particular student, the building principal or coordinator of student services may assign other duties to such interpreters. It is understood that these assigned duties will be consistent with those listed in Appendix A, attached hereto.

14. Teaching Assistants/Interpreters shall be provided with an annual salary statement. Said statement shall contain a provision for termination on 30 days’ notice.
ARTICLE XII. DURATION OF AGREEMENT

This agreement shall be in full force and effect from July 1, 2010 through June 30, 2014.

IN WITNESS WHEREOF, the parties have hereunto set their hands this /day of May, 2010.

SACHEM CENTRAL TEACHERS' ASSOCIATION

by

SACHEM CENTRAL SCHOOL DISTRICT

by
APPENDIX A

Use of Educational Interpreters’ Downtime

One or two days:

- Prepare for technical classes
  - Read ahead from class texts
  - Research technical signs from sign books or Internet
  - Develop conceptual technical signs if no standard is found
  - Keep a list of technical vocabulary per subject

- Prepare for Sign Language Club if applicable

- Gather information from the web on educational interpreting, deafness or deaf culture.
  - Disseminate information to other interpreters

- Read interpreter related information: books, periodicals

- Practice interpreting videos related to current grade level or subject

- Observe another interpreter in the district

- Prepare for courses or assignments for new State Educational Interpreter Certification

Week or more:

- All of the above

- Print copies of above mention technical signs

- Practice interpreting videos on other grade levels or subjects

- Observe another interpreter in another district

- Arrange for a visit to Cleary School for the Deaf to observe how the students are instructed by Deaf teachers

- Offer services to any of the schools to teach sign to different classes
  - Talk to children about deafness
  - Bring audio simulation of what a deaf person might hear
  - Plan brief activities to teach sign and/or mimetic depiction