AGREEMENT

Between The

Binghamton City School District

And The

Binghamton Teachers' Association
Licensed Teaching Assistants Unit

7/1 6/30
2008-2011

NYS Public Employment Relations Board
DEC 04 2009
ADMINISTRATION
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PREAMBLE

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (The Public Employee’s Fair Employment Act), to encourage and increase effective and harmonious working relationships between the Board of Education of the City School District of the City of Binghamton, New York (hereinafter referred to as the “District”), and its employees represented by the Binghamton Teachers’ Association (hereinafter referred to as the “Association”), and to enable the employees to participate in and contribute to the development of policies for the District. Both parties further affirm that each licensed teaching assistant shall at all times be a dedicated, courteous and efficient representative of public employment, who fully realizes that he/she is under the constant scrutiny of the public at large and he/she is performing an essential public service.

THIS AGREEMENT IS MADE AND ENTERED INTO on this 12th day of June, 2008 by and between the City School District of the City of Binghamton, New York, and the Binghamton Teachers’ Association.

ARTICLE I - RECOGNITION

A. The Public Employment Relations Board has determined that the Binghamton Teachers’ Association has been designated and selected by a majority of the employees of the unit described herein, and on May 16, 2000, certified the Binghamton Teachers’ Association as the exclusive representative for the purpose of collective negotiations and the settlement of grievances.

B. In accordance with the provisions of Section 208 of the Civil Service Law, the Binghamton Teachers’ Association shall have unchallenged representation status for the maximum period permitted by law on the date of execution of this Agreement. The Association shall have exclusive representation rights for all of the employees in the unit during the period of unchallenged status.

C. The unit hereinbefore referred to is described as follows:

Unit:
Included: Licensed Teaching Assistants, Volunteer Coordinator
Excluded: All other employees

ARTICLE II - SUBSTITUTES

A. If the District determines in its sole discretion there exists a need for a substitute, licensed teaching assistants shall not be responsible for obtaining his/her own substitutes. This shall be the responsibility of the administration of the School District.
B. Due to the nature and importance of their assignments, unit members may only be assigned substitute teaching duties on a voluntary basis. Exceptions may be made in cases of emergencies. "Emergencies" shall be defined as unforeseen, last minute teacher absences that would cause an immediate lapse of classroom coverage. To the extent possible, "emergency" duty shall be assigned on a rotating basis among available unit members. Unit members choosing not to perform substitute teaching duties (non-emergency) shall incur no reprisals.

C. When a unit member substitutes for any portion of a day, he/she shall be paid no less than the daily District-wide non-certified substitute rate.

ARTICLE III - COMMITTEE ELIGIBILITY/VACANCIES/TRANSFER PROCESS/SENIORITY

A. Licensed teaching assistants shall be eligible for appointments to District-wide and building committees subject to the approval of the Binghamton Teachers' Association.

B. Prior to posting a vacancy in the bargaining unit, the Superintendent shall post an internal notice of vacancy for bargaining unit members only. Said posting shall be for at least ten (10) days and shall be provided (in hard copy) to each unit member via school mail. During the summer months, said notices shall be mailed to unit members' home addresses.

C. Any licensed teaching assistants who desire to apply for any such vacancy so listed shall submit their applications in writing to the Superintendent or his/her designee.

D. Qualifications and seniority shall be the sole factors in determining transfers. All qualifications being deemed equal, seniority shall be the sole determining factor in determining transfers.

E. The District shall update the seniority lists and shall give them to the BTA by February 1 for review. These lists shall be prospective and reflect the Districts' best knowledge of events, which will affect individual teaching assistant seniority as of June 30. If the BTA acknowledges that the lists are accurate, the BTA shall distribute the appropriate tenure area lists to all teaching assistants and the District shall post all lists in each school building by March 1.

F. Seniority is the length of credited service time in a tenure area in which a teaching assistant is either currently serving or in which the teaching assistant has previously served in the District as defined by these rules.

G. Full-time service as a probationary or tenured teaching assistant from the beginning to the end of a school year shall result in credited service time to the teaching assistant of ten (10) months.
H. There shall be no credit for part-time service except that if a permanently appointed full-time teaching assistant thereafter takes a part-time position at the request of the District, credited service time shall continue to accrue as if the teaching assistant were full-time, provided, however, if such a teaching assistant is thereafter requested to take full-time and the teaching assistant refuses, no further credited service time will accrue although prior credited service time will not be forfeited.

I. A break in service shall terminate the right to credited service time for all prior service. A break in service shall occur by:

1. Resignation, where there is an actual break in service.
2. Retirement.
3. Disciplinary Discharge.
4. As otherwise provided by these rules.
5. Termination, unless credited service time is preserved as provided by these rules.

J. A teaching assistant on paid leave of absence being paid by the Binghamton City School District will receive full credited service time during the leave.

K. A teaching assistant on an unpaid leave of absence will not receive credited service time for the time on leave, except credited service time will be awarded for military leave.

L. No credited service time is earned for teaching summer school, adult education, home teaching, or additional days of service during summer vacation.

M. A teaching assistant will not earn credited service time while on the preferred eligibility list but will not lose prior credited service time when employment resumes.

N. If service commenced at any time on or before the 15th day of any month, and service is not terminated within the same month, then a full month of credited service time shall be awarded. If service ends at any time after the 15th day of any month, a full month of credited service time shall be awarded.

O. In the event of a tie in length of credited service time, the tie will be broken in the following descending order:

1. Effective date of employment (the date the teaching assistant commenced teaching).

2. Appointment date by the Board of Education. It is understood that at a Board meeting on any given date, a series of appointment resolutions may have been enacted. In that event, the most senior teaching assistant will be the teaching assistant whose appointment first appears in the minutes; relative seniority will thereafter be determined as each teaching assistant’s name next appears in the minutes of the Board meeting.
ARTICLE IV – STAFF DEVELOPMENT COMMITTEE

A Staff Development Committee to determine the professional needs of employees in the unit shall be created. The Committee shall be comprised of persons from within the bargaining unit as well as the Assistant Superintendent for Instruction. The Committee shall formulate Staff Development Program offerings with options responsive to the needs of the bargaining unit. The calendar for implementing the Staff Development Program shall be structured jointly by the Association and the District. The cost of implementing the Program shall be borne by the District.

ARTICLE V – QUALIFICATIONS UNDER TITLE I

No unit member working with a Title I Program shall be laid off or terminated from employment by the District for failure to attain two (2) years of study at an institution of higher education or obtain an Associate’s or higher Degree. Past successful performance of paraprofessional duties as supported by local District evaluation (as has been implemented by the District) shall constitute meeting rigorous standards of quality and demonstrate knowledge of, and the ability to assist in instructing, reading, writing, mathematics, and/or readiness.

ARTICLE VI – PERFORMANCE OF DUTIES

Any and all work traditionally performed by members of the bargaining unit shall continue to be performed by bargaining unit members.

ARTICLE VII – EVALUATION AND SUPERVISION

A. Licensed teaching assistants will be informed as to who shall observe and evaluate their performance. The licensed teaching assistant will be informed of those areas which relate to the performance requirements of his/her position.

B. Each licensed teaching assistant will be provided definite, positive assistance to correct professional difficulties and time to incorporate the recommended changes.

C. A formal evaluation to be placed in a licensed teaching assistant’s personnel file will be offered to the licensed teaching assistant for signature and the licensed teaching assistant shall be requested to sign the evaluation as acknowledgment that he/she has seen the evaluation. The signing by the licensed teaching assistant shall not be construed as agreement by the licensed teaching assistant with the matter contained in the evaluation, and the absence of a signature by the licensed teaching assistant shall not be construed so as to invalidate the evaluation’s use for any purpose.

Licensed teaching assistant’s written comments concerning the matter contained in the evaluation will be placed in the licensed teaching assistant’s personnel file. Such
comments shall be forwarded to the District within thirty (30) days from the date that the evaluation was offered for signature.

D. Licensed teaching assistants will be evaluated at least once per year. Evaluations will be conducted by the appropriate administrator. In the event a licensed teaching assistant is found to be rendering unsatisfactory service, the licensed teaching assistant shall be so notified at the time of the finding in accordance with New York State Education Law.

E. Following any formal evaluations, a conference shall be held with the licensed teaching assistant and the licensed teaching assistant shall review the observer’s assessment of his/her performance. Also, the licensed teaching assistant will be provided upon request with a copy of any written report of the evaluation and will have the right to a conference when such a report is to be made a part of the licensed teaching assistant’s personnel file.

F. Licensed teaching assistants will have the right to review, upon request to the Superintendent, the contents of their personnel files and may be permitted by the Superintendent to make copies of documents in it and pay for copies per District policy. The licensed teaching assistant may request a representative of the Binghamton Teachers’ Association to accompany him/her during the review. Licensed teaching assistants will indicate the fact that they have reviewed the contents by signing a written statement acknowledging such a review.

ARTICLE VIII – STUDENT DISCIPLINE

A. Licensed teaching assistants will immediately report all cases of assault sustained by them in connection with their employment to their building principal or their immediate supervisor. Said report will be forwarded to the Superintendent and the administration will comply with any reasonable request by the licensed teaching assistant for information in its possession relating to the incident or the persons involved and will act in appropriate ways as a liaison between the licensed teaching assistant, police and the Courts.

B. Any complaints by parents of a student or a student that are directed toward a licensed teaching assistant shall be promptly called to the licensed teaching assistant’s attention, and the licensed teaching assistant shall be afforded an opportunity to reply to the same and no derogatory complaint, letter or report shall be placed in the licensed teaching assistant’s file without the licensed teaching assistant’s knowledge and an opportunity to make a written statement of defense to be attached thereto.

C. BUILDING EVACUATION - In the event that any school building is evacuated in whole or in part by reason of any report or threat of damage thereto by bomb, fire or other lethal instrument or incident, no teaching assistant will be required to participate in any search for such lethal or destructive instrument. Teaching assistants may voluntarily participate in such searches.
D. PROBLEM PUPILS - Teaching Assistants often work one on one with emotionally disturbed pupils and pupils presenting severe disciplinary problems which may impede the educational progress of the entire class and should be notified to the extent possible by law of the students’ conditions/behaviors so as to assist these students in a safe yet effective manner.

ARTICLE IX - WORK YEAR / WORKDAY

A. Ten (10) month licensed teaching assistants’ work year shall be the same as the work year for teachers including Superintendent’s Conference Days. Eleven (11) month and twelve (12) month licensed teaching assistants shall work additional days as required by the District.

B. The licensed teaching assistants’ workday shall be six (6) hours including at least a one-half (0.5) hour duty free lunch period and at least twenty (20) minutes of break time. The District shall have the right to alter hours subject to collective bargaining.

C. Required work time beyond the workday and work year shall be paid at time and one-half (1.5).

D. Unit member participation in meetings that occur after the regular workday shall be compensated at their regular rate of pay.

ARTICLE X - LEAVES OF ABSENCE

A. Days of personal illness will be computed on the basis of one and two-tenths (1.2) days for each month employed during the regular school year and will be granted as of the first day of employment.

B. No licensed teaching assistant shall have personal days, sick days or compensation deducted for days licensed teaching assistants are not required to be in school, according to the School District calendar.

C. Days will be granted for licensed teaching assistant use with no deduction from sick leave at full compensation as follows:

1. Up to three (3) days of personal business as requested with reasons given upon notification to the Superintendent. Personal business days must not be regarded as paid personal vacation days. Unless an emergency exists, previous notification must be given. Leave will be granted upon request. Unused personal business days shall be converted to the licensed teaching assistant’s accumulative sick leave. Personal business days may not be used at the beginning or close of the school year, at the beginning or close of Spring vacation, at the beginning or close of Christmas vacation, except that:
a. One (1) day may be used by licensed teaching assistants attending a funeral of a family member at beginning or close of the school year or school vacation.

b. Personal business days may be used by licensed teaching assistants who are sick at the beginning or close of the school year or vacation if their sick leave is used up.

c. Days for religious observance in accordance with a list agreed to by the Parties.

2. Time necessary for appearance in any legal proceeding connected with the licensed teaching assistant’s employment, or with the School system or for the performance of jury duty, or in the Superintendent’s discretion for any other legal proceeding if the licensed teaching assistant is required by subpoena and/or summoned to attend.

3. In case the licensed teaching assistant is quarantined in his or her place of residence, because of illness or a contagious disease caused by contact with a student or employee in the School, accumulative sick leave shall not be charged and salary deductions shall not be made for the duration of the quarantine or such other period as the School Doctor shall certify as requisite or prudent.

4. Deduction from accumulated sick leave will be made for death in the immediate family, except for the first two (2) days of absence which shall not be so deducted and further where no accumulated sick leave exists, a licensed teaching assistant will be granted three (3) days.

5. Absence for family illness will be granted upon written application at the discretion of the Superintendent. The days of absence granted shall be deducted from accumulated sick leave unless the Superintendent in individual cases and at his/her discretion directs that the days shall not be deducted.

6. Family as defined in Board of Education policy: “Family” is defined as members of licensed teaching assistant’s immediate family or persons living in the licensed teaching assistant’s home. (“Immediate Family” is defined as follows: father, mother, step-father, step-mother, grandfather, grandmother, step-son, step-daughter, brother, sister, son, daughter, husband, wife, mother-in-law, father-in-law, sister-in-law, brother-in-law, aunt, uncle, niece, nephew, and grandchild).

7. After the birth of a child or upon the adoption of a child, a licensed teaching assistant will be granted an unpaid leave of up to two (2) years following written application to the Superintendent of Schools, which shall, so far as possible, be made at least thirty (30) days prior to the commencement of the leave. The licensed teaching assistant will not accumulate additional leave days during such
leave. Upon return from such leave, unused leave days accumulated prior to the leave will be restored to the licensed teaching assistant. Employees granted leave under this provision shall provide the District with no less than thirty (30) days notice prior to returning to active employment.

8. A leave of absence without pay of up to two (2) years will be granted to any tenured teaching assistant who joins the Peace Corps, Vista, or serves as an exchange teaching assistant and is a full-time participant in either of such programs. Upon return from such leave, a teaching assistant will be considered as if the teaching assistant were actively employed by the Board during the leave and will be placed on the salary schedule at the level the teaching assistant would have achieved if he/she had not been absent. Upon return from such leave, prior accumulated leave days will be restored. If such teaching assistant served in such program in a non-teaching capacity, such teaching assistant, upon return will be placed on the salary schedule at the level achieved prior to such absence.

9. Military leave will be granted under Section 242 of the Military Law to any teaching assistant who is inducted or enlists in any branch of the Armed Forces of the United States. Temporary leave as prescribed by military law will be granted to teaching assistants called to duty in the Active Reserve or National Guard. Upon return from such leave a teaching assistant will be placed on the salary schedule at the level which the teaching assistant would have achieved had the teaching assistant remained actively employed in the system during the period of his/her absence up to a maximum of four (4) years.

D. Up to three (3) days that the Association requests for unit members to attend professional conferences of State and National Associations and their sponsored affiliates shall be considered as school business days.

ARTICLE XI – SICK LEAVE BANK

A. Unit members may participate in a Sick Leave Bank provided they contribute sick days to the Bank prior to September 15 of each year and mid-year hires within two (2) weeks of hire date. A unit member may draw from the Sick Leave Bank provided:

1. He/she has exhausted his/her own sick days and personal days. A Sick Leave applicant who has exhausted all his/her sick and personal days may request from the Superintendent of Schools additional leave to conduct personal business that may come up prior to the end of the school year. Such requests shall not be unreasonably denied,

2. He/she has furnished a physician’s statement in writing demonstrating the need for additional sick leave and,

3. The Sick Leave Bank Screening Committee approves the application.
B. Any unit member participating in the Sick Leave Bank will be limited to withdrawing from the Bank up to a total of sixty (60) days in succession. When an illness extends beyond sixty (60) days, the unit member may reapply to the Screening Committee for further coverage.

C. The Sick Leave Bank Screening Committee shall consist of three (3) District appointees and Binghamton Teachers' Association appointees. Decisions of said Committee shall not be subject to the grievance procedure.

D. The District shall contribute one hundred (100) days to the Bank for the 2004-2005 school year and will replenish all or part of these days whenever the bargaining unit members' contributed days have been exhausted.

E. The bargaining unit shall not be allowed to annually contribute more days than a number derived by multiplying the number of bargaining unit members by two (2).

ARTICLE XII - TAX SHELTERED ANNUITIES AND FINANCIAL INSTITUTIONS

A. Every employee who wishes to participate in the 403(b) Retirement Plan must submit a written salary reduction agreement, in accordance with the terms and conditions of the plan, authorizing the District to withhold a portion of the employee's compensation. As soon as administratively practicable after receipt of such election, and pursuant to IRS regulations, the District shall deduct such amount from the employee's compensation and transmit it to the funding vehicle and accounts designated by the employee pursuant to the plan.

B. Upon receipt of written authorization, the District shall provide direct payroll deposit to the BCT Federal Credit Union or to a single financial institution affiliated with the Automated Clearing House (ACH).

ARTICLE XIII - PERSONAL INJURY BENEFITS

A. Whenever a licensed teaching assistant is absent from his/her employment and unable to perform his/her duties as a result of personal injury caused by an accident or an assault occurring in the course of the licensed teaching assistant's employment and receives Workers' Compensation payments for such absence, the licensed teaching assistant will be paid his/her full salary up to, if necessary, a six (6) month period (less the amount of any Workers' Compensation payments made in lieu of salary due to said injury). The School District shall be reimbursed from the licensed teaching assistant's Workers' Compensation Award. The licensed teaching assistant will not be required to use sick leave for this purpose. However, the School District shall charge to the employee’s sick leave any such time taken for which the licensed teaching assistant opts to receive his/her regular salary, rather than receive Workers’ Compensation benefits.
B. The School District will reimburse employees for loss or damage to personal property such as eyeglasses, dentures and hearing aids, while the employee is acting in the discharge of his/her duties within the scope of his/her employment. Terms and conditions of payment will be subject to the approval of the Superintendent of Schools.

ARTICLE XIV – DUES DEDUCTION

A. The Board of Education/School District shall, following each pay period from which a dues deduction is made, transmit the amount so deducted to the Binghamton Teachers’ Association. The first and/or final transmittal shall be accompanied by a listing of the members for whom deductions have been made and the amount deducted for each. If deductions have been made for only a portion of the deduction period, the listing should show the date of commencement of such deductions.

PAYROLL DEDUCTION AUTHORIZATION

Social Security Number

Last Name          First          Middle

District Name          Association

To the Board of Education:

I hereby authorize you, according to arrangements agreed upon with the above Association, to deduct from my salary and transmit to said Association, dues as certified by said Association. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with the licensed teaching assistant’s authorization and relieve the Board of Education and all its officers from any liability therefore. I revoke any and all instruments heretofore made by me for such purpose. This authority shall remain in full force and effect for all purposes while I am employed in this School system or until revoked by me in writing between September 1 and September 15 of any given year.

Binghamton Teachers’ Association

Employee Signature          Date

B. Deductions referred to in the above Section shall be made in the following manner: The total annual membership dues for the Association certified as mentioned above shall be deducted in . . . . . . . . equal installments beginning with the first pay period in . . . . . .
No later than two (2) weeks prior to the first scheduled paycheck in , the Association shall:

1. Provide the School District with a list and the original signed dues authorization cards of those employees who have voluntarily authorized the School District to deduct dues for the Association named in the above Section; and

2. Forward at the same time to the respective Associations a list of the members and their addresses who have elected payroll deductions for such Associations. The actual amount and period of installments shall be mutually agreed upon by the parties.

C. Additional authorizations for deductions accompanied by a dues deduction card of the Association as to the amount of dues payable submitted at least two (2) weeks prior to any scheduled pay date will be honored by the District and deductions will be made in equal installments from the remainder of said successive salary checks.

D. Should the employment of a licensed teaching assistant terminate for any reason prior to the receipt of such number of salary checks, the unpaid balance of such membership dues will be deducted from the licensed teaching assistant’s last check.

ARTICLE XV – PAYROLL POLICY

A. Payroll checks will be distributed on alternate Fridays commencing on the second Friday after the opening of school in September.

B. Representatives of the Administration and the Association will prepare necessary legal forms to be distributed to all licensed teaching assistants by April 1 of each year. These forms are to be returned by May 15 of each year, in order that licensed teaching assistants may indicate their preference of twenty-two (22) or twenty-six (26) payroll checks, both payroll plans to be implemented for the following school year.

C. All newly hired licensed teaching assistants will be given the opportunity of selecting a twenty-two (22) or twenty-six (26) payroll check preference during the orientation week and the opening day of school. After the first paycheck following the beginning of the school year, the twenty-six (26) payroll check preference is not available until the following September.

D. If a payday falls during a vacation period the check will be provided on the day before vacation begins.

E. If a payday falls on a day when schools are closed by reason of inclement weather, paychecks will be distributed on the next working day, or will be available at a central distribution center, if open.
ARTICLE XVI – PROTECTIONS

A. The Board of Education shall in accordance with and subject to the provisions of Section 3023 of the Educational Law save harmless and protect all licensed teaching assistants from financial loss arising out of any claim demand or suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any person, or accidental damage to the property of any person within or without the school building provided such licensed teaching assistant at the time of the accident or injury was acting in the discharge of the licensed teaching assistant’s duties within the scope of his/her employment and/or under the direction of the Board of Education.

B. No licensed teaching assistant shall be required to use his/her personal automobile to transport students or other persons within or without the School District. However, if the licensed teaching assistant consents to the use of his/her automobile and such use has been authorized by the administration or the School District, the protection afforded under Section A shall apply. Licensed teaching assistants shall be reimbursed for business use of personal vehicles at the current IRS rate.

C. Licensed teaching assistants shall notify the Clerk to the Board of Education, through the building principal, of any accident or claim against them which may be covered by the provisions of this Article, within three (3) days after the accident occurs or the licensed teaching assistant knows of the claim.

D. The Board of Education shall not be subject to the duty imposed by this Article or the provisions of Section 3023 of the Education Law, unless such licensed teaching assistant shall, within ten (10) days of the time the licensed teaching assistant is served with any summons, complaint, process, notice, demand or pleading, deliver the original or a copy of the same to the Board of Education.

ARTICLE XVII – BENEFITS

A. Health Benefits

The District has a self-insured health benefits program which is administered by a third party administrator selected by the District. The District reserves the right to change the health plan administrator provided that the plan benefits are equal or better than the plan coverage provided under the current plan.

As an employee option, the District will pay up to the same amount of premium equivalent toward the cost of a health maintenance organization. The employee will pay the difference.

In order to assist the District in cost saving measures, the Association agrees that:
1. Effective July 1, 2000, any licensed teaching assistant hired on or after July 1, 1989 shall contribute twenty percent (20%) of the annual premium cost or equivalent for the individual or family coverage. The rate of contribution shall be eighteen percent (18%) on March 1, 2001. Effective July 1, 2001 the rate of contribution shall be sixteen percent (16%). Effective July 1, 2002 the rate of contribution shall be fourteen percent (14%). Effective July 1, 2003 the rate of contribution shall be twelve percent (12%).

a) Effective as soon as possible after July 1, 2008, the District shall make available to all unit members two (2) health insurance plans.

Plan I: Blue Cross Blue Shield of Central New York Regionwide Plan Option II

This health insurance plan is the indemnity plan offered since January 1, 1999. There are to be no changes to existing language for this plan.

Plan II: Blue Cross Blue Shield of Central New York Regionwide Blue PPO-Plan H (see attached Appendix).

Effective as soon as possible after July 1, 2008, the District shall make available the PPO-Plan H. The PPO-Plan H shall have the following benefits:

a. $10 copay per office visit
b. $50 copay per emergency room visit to be waived if admitted
c. $250 copay per hospital admittance for unlimited days
d. $5/$15/$30 prescription retail copay with 2 copays for mail order 90 day supply
e. $10 copay for annual physical for all insured dependents
f. $10 copay for vision exam every 12 months

2. Effective July 1, 2006 prescription medications shall carry the following co-pays:

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<th>Indemnity</th>
<th>PPO</th>
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<tr>
<td>1</td>
<td>Three dollars ($3.00)</td>
<td>Five dollars ($5.00)</td>
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<td>2</td>
<td>Five dollars ($5.00)</td>
<td>Fifteen dollars ($15.00)</td>
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<tr>
<td>3</td>
<td>Twenty dollars ($20.00)</td>
<td>Thirty dollars ($30.00)</td>
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The District, with the approval of the Binghamton Teachers' Association, shall develop an educational program to inform and educate each unit member with regard to the provisions of the new prescription drug benefit to go into effect July 1, 2006. Said education plan, shall include but not be limited to the following:

- Informational meetings held at times convenient to unit members;
- Personal consultations with plan representatives;
- Informational mailings and brochures.

A joint committee of District and Binghamton Teachers' Association representatives shall develop the education plan. Said committee shall hold an initial meeting no later than March 1, 2005.

3. Where an employee plans to submit to elective surgery, the District shall have the right to require a second opinion, provided the District pays the cost.

4. The District shall have the right to require that the plan administrator shall audit all hospital and physician's bills.

5. The District may establish an employee education program for the purpose of making licensed teaching assistants aware of health benefits and costs. Said program may include an annual summary of charges incurred by each employee, but individual employee's names will not appear on any summary to be publicized in such a program.

6. Effective July 1, 2000, the annual major medical deductibles shall be one hundred dollars ($100) for individual coverage and two hundred twenty-five dollars ($225) for family coverage.

7. Right of Reimbursement and Assignment of Proceeds

The term "third party" means a person or organization other than the covered person. No benefits shall be paid under any coverage of this plan in respect to any injury or sickness for which a third party may be liable or legally responsible. However, subject to the provisions of this Section, the plan will pay such benefits provided that the covered person (or his/her legally authorized parent, guardian, or representative), shall comply with the following conditions.

a. Prior to payment of any such benefits under this plan, the covered person and the legal representative of the covered person shall agree, in writing, to provide the claims administrator and the fund administrator with written notice whenever a claim is commenced against and/or recovery is received from any third party (or insurer or surety thereof) for damages as a result of the injury or sickness;
b. Prior to the payment of any such benefits under this plan, the covered person and the legal representative of the covered person shall agree, in writing, to reimburse the plan in accordance with this Section for any benefits paid by the plan on account of such injury or sickness; and

c. Prior to the payment of any such benefits under this plan, the covered person and the legal representative of the covered person, shall provide, in writing, an assignment of proceeds in favor of the plan in the amount of any benefits paid by the plan on account of any such injury or sickness. Such assignment to be valid against any judgment, settlement, or recovery in any manner received from such third party or such third party’s insurer or surety.

d. The conditions herein set forth shall not apply to any benefits payable under Medicare supplementary coverage, not to any amount received by the covered person under any other insurance policy or certificate issued to the covered person or to any dependent of any employee covered hereunder.

The amounts to be recovered by the plan pursuant to the provisions there of shall not be reduced by any attorney’s fee, Court costs or other disbursements.

8. Flexible Spending Plan

The District will provide a flexible cafeteria plan pursuant to Internal Revenue Code Section 125 which shall be used for the purpose of payment of the employee’s health care premium equivalents, uncovered health care expenses, uncovered dental expenses, child care expenses, optical care and other uncovered medical and/or health expenses, as permitted by regulations of the Internal Revenue Service. It is understood that this flexible spending account/cafeteria plan shall allow the employee to pay these expenses with pre-tax dollars. The initial start-up cost of this plan shall be paid by the District. Any monthly expense or administration fee for belonging to or participating in said plan shall be paid for by the employee by payroll deduction. This plan shall only be offered so long as it is permitted by the Internal Revenue Code and Internal Revenue Service Regulations.

B. Dental Benefits

The District has a self-insured dental benefits program, which is administered by a third party administrator selected by the District. The District reserves the right to change the dental plan administrator provided that the plan benefits are equal or better than the plan coverage provided under the current plan. The District is responsible for the full cost of this plan.
C. Retiree Benefits

The retiree benefits shall be per District Procedure #206.

ARTICLE XVIII - COMPENSATION

A. 2008-09

All returning unit members shall receive an increase of 4.2%. Starting salary shall be fifteen thousand dollars ($15,000).

B. 2009-10

All returning unit members shall receive a salary increase of 4.3%. Starting salary shall be fifteen thousand five hundred dollars ($15,500).

C. 2010-11

All returning unit members shall receive an increase of 4.3%. Starting salary shall be sixteen thousand dollars ($16,000).

D. Longevities

1. Effective July 1, 2004, unit members having completed five (5) years of service in the District shall receive a longevity payment in the amount of two hundred fifty dollars ($250).

2. Effective July 1, 2004, unit members having completed ten (10) years of service in the District shall receive a longevity payment in the amount of two hundred fifty dollars ($250).

3. Effective July 1, 2004, unit members having completed fifteen (15) years of service in the District shall receive a longevity payment in the amount of five hundred dollars ($500).

4. Effective July 1, 2004, unit members having completed twenty (20) years of service in the District shall receive a longevity payment in the amount of seven hundred fifty dollars ($750).

5. Service in the Binghamton City School District shall be applied when calculating a unit member's eligibility for all longevity payments.

6. Effective July 1, 2004, all returning unit members shall receive salary credit in the amount of forty dollars ($40) per year of credited service. Years of credited service shall include all years of service in the Binghamton City School District. Said payment shall be retroactive and apply to all credited service. Said payment
shall be a permanent salary credit. Returning unit members will have a forty dollar ($40) credit added to their base salary annually.

E. Compensation for Degrees

1. A unit member who possesses an Associate’s Degree or a minimum of forty-eight (48) credit hours from an accredited educational institution shall receive additional salary in the amount of two hundred fifty dollars ($250).

2. A unit member who possesses an Associate’s Degree and a Bachelor’s Degree from an accredited educational institution shall receive additional salary in the amount of two hundred fifty dollars ($250) for the Bachelor’s Degree.

3. A unit member who possesses a Bachelor’s Degree from an accredited educational institution shall receive additional salary in the amount of five hundred dollars ($500) for the degree.

4. A unit member who possesses a Master’s Degree from an accredited educational institution shall receive additional salary in the amount of five hundred dollars ($500) for the Degree.

5. Beginning July 1, 2004, college credit hours shall be reimbursed at the rate of fifty dollars ($50) per credit hour.

F. SALARY NOTICES – Teaching assistants will, where applicable, be notified in writing annually of their salary for the coming school year within 40 days of an Agreement containing a provision with respect to salary between the Board of Education of the City School District and the Binghamton Teachers’ Association Licensed Teaching Assistants Unit.

ARTICLE XIX – MANAGEMENT RIGHTS

Except as expressly and validly limited by provisions of this Agreement, the District reserves the right to unilaterally determine the standards for selection for employment; to direct and assign its employees; to take disciplinary action; to relieve its employees from duty because of lack of work or other legitimate reasons; to maintain the efficiency of governmental operations and all of the authority, rights and responsibilities possessed by the employer are retained by it, including, but not limited to, the right to determine the mission, purposes, objectives, policies of the employer; to determine the facilities, methods, means and number of personnel for the conduct of the employer’s programs.
ARTICLE XX - GRIEVANCE PROCEDURE

A. Definitions

1. **Employer** – Board of Education, Binghamton City School District.
2. **Employee** – Any person covered by this Collective Bargaining Agreement.
3. **Employee's Representative** – Any person selected by an employee to represent him/her in formal grievance procedures.
4. **Grievance** – A complaint by an employee that there has been as to him or her a violation or misinterpretation of this Agreement or a complaint by the Association that there has been a violation or misinterpretation of this Agreement affecting a covered employee or employees.

B. Procedures

1. **Informal – Stage I**

   The employee shall present his or her grievance to his or her immediate supervisor, having District-wide responsibility, either directly or through the employee's representative. If the grievance is not resolved at Stage I within a period of five (5) school days after presentation informally, the employee may initiate action to implement Stage II.

2. **Formal – Stage II**

   The employee may initiate Stage II by filing with the Superintendent of Schools within two (2) school days after the lapse of the five (5) days for informal resolution a written statement of grievance. The statement shall contain a clear, concise statement of the alleged violation or misinterpretation, the Section of the contract relied upon and the redress to which the employee believes entitled. The Superintendent shall within fifteen (15) school days after the receipt of the formal grievance convene a formal hearing at which time evidence may be presented to the Superintendent or a hearing officer designated by the Superintendent. A decision shall be rendered within five (5) school days after the hearing. If the grievance is not resolved at Stage II, the employee may within ten (10) school days after a decision at Stage II initiate Stage III.

3. **Formal – Stage III**

   The employee shall present the grievance to the Board of Education by filing with the Clerk of the Board a written statement of initiation of Stage III to which shall be attached the statement of grievance presented at Stage II. The Board of
Education shall within fifteen (15) school days after receipt of the statement initiating Stage III convene a formal hearing at which time evidence may be presented to the Board or a member or members of the Board designated hearing officer. A written decision will be rendered within fifteen (15) school days after the aforementioned hearing.

C. Miscellaneous

1. No grievance shall be entertained pursuant to the aforesaid provisions unless the grievance is presented at Stage I within thirty (30) school days after the occurrence of the alleged violation or misinterpretation.

ARTICLE XXI – MISCELLANEOUS PROVISIONS

"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."

In the event that any provision of this Agreement shall be determined by a Court of competent jurisdiction to be unconstitutional or illegal, it shall be null and void and unenforceable. Such decision shall not affect any of the other provisions of this Agreement which shall continue in full force and effect.

Copies of this Agreement shall be printed at the expense of the Board. The Association will distribute it to all teaching assistants now employed or hereafter employed by the Board as soon as practicable arrangements can be made by the Association for such distribution.

ARTICLE XXII – LABOR/MANAGEMENT COMMITTEE

In order to better implement this Agreement and plan school operations, the Binghamton City School District Administration designate their representative(s) to meet at least once a month with a labor committee consisting of two teaching assistants chosen by the Binghamton Teachers’ Association Teaching Assistants. The Teaching Assistants will forward an agenda for each meeting to the designated Administrative representative.

1. The function of the committee will be to cooperate in the formulation of policies and recommend procedures involving the use of teaching assistants.

2. Meetings will be arranged at a mutually agreeable time following a request by the teaching assistants or administrative representative. These meetings shall be conducted during the regular school day without loss of pay to the teaching assistants.
3. Policies will be arrived at with full cooperation and participation of the Labor/Management Committee. A copy of all policies shall be forwarded to each staff member.

4. It is understood that policies developed within this committee will be consistent with this agreement.

ARTICLE XXIII – RETIREMENT SERVICE AWARD

A. In order to be eligible for a retirement service award the following conditions must be met.
   1. Retiree must have 10 years of district service. All District service shall count towards meeting this requirement.
   2. Retiree must be eligible to collect TRS benefits.
   3. The unit member must notify the district at least 5 months prior to intended retirement date.

B. Said award shall begin in the 2009-10 school year.

C. Members eligible for this retirement service award will receive monies according to the following formula:
   1. Accumulated leave times current daily rate of pay, not to exceed eight thousand dollars ($8,000) maximum award.

D. The District shall distribute said monies within thirty (30) days of retirement into a non-elective 403(b) employer contribution plan.

E. The 403(b) non-elective contribution shall use the same language as the Binghamton Teachers’ Association language.
ARTICLE XXIV - DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2008 and shall continue in effect through
June 30, 2011.

Binghamton City School District

By: PEGGY WOZNIAK, Ed.D.
Superintendent of Schools

9/29/09
Date

Binghamton Teachers’ Association
Licensed Teaching Assistants Unit

By: CANDACE STROUD
Binghamton Teachers’ Association President

10/1/09
Date

By: Lorraine Allen
BTA Teaching Assistant Negotiation Chair

9/29/09
Date

BO/njg
cwa 1141

BTA Licensed Teaching Assistants Unit Contract -2008-2011 Page 21
# Appendix

## BluePPO vs Blue Cross/Blue Shield REGIONWIDE Coverage

### BENEFIT COMPARISON

<table>
<thead>
<tr>
<th>TYPE OF SERVICE</th>
<th>COVERS WORK NETWORK</th>
<th>BLUE CROSS/BLUE SHIELD REGIONWIDE PLAN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deductible</td>
<td>None</td>
<td>Individual: $250</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Family: $750</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$100 Major Medical</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(Family = 3 Individual)</td>
</tr>
<tr>
<td>Lifetime Maximum</td>
<td>Unlimited</td>
<td></td>
</tr>
<tr>
<td>Out of Pocket Maximum (Includes deductibles and coinsurance)</td>
<td>None</td>
<td>Individual: $1,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Family: $3,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Major Medical - $400 per person per year</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(excluding deductible)</td>
</tr>
</tbody>
</table>

### PHYSICIAN SERVICES

<table>
<thead>
<tr>
<th>TYPE OF SERVICE</th>
<th>BENEFITS</th>
<th>COMPARISON</th>
<th>BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office visits</td>
<td>$10 co-pay per visit</td>
<td>deductible + coinsurance</td>
<td>Subject to deductible + 20% coinsurance</td>
</tr>
<tr>
<td>Well Child Services: 5 Periodic Health Exams 5 Immunizations</td>
<td>100% of allowable amount ages 0-19</td>
<td>100% of allowable amount ages 0-19</td>
<td>Paid-in-full ages 0-19</td>
</tr>
<tr>
<td>Allergy Testing</td>
<td>Office co-pay per visit</td>
<td>deductible + co-insurance</td>
<td>Subject to deductible + 20% coinsurance</td>
</tr>
<tr>
<td>Allergy Treatments</td>
<td>Covered in Full</td>
<td>deductible + co-insurance</td>
<td>Subject to deductible + 20% coinsurance</td>
</tr>
<tr>
<td>Chiropractic Services</td>
<td>Office co-pay per visit</td>
<td>deductible + co-insurance</td>
<td>Subject to deductible + 20% coinsurance</td>
</tr>
</tbody>
</table>

### OUTPATIENT SERVICES

<table>
<thead>
<tr>
<th>TYPE OF SERVICE</th>
<th>BENEFITS</th>
<th>COMPARISON</th>
<th>BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outpatient Surgeons Fee</td>
<td>$10 copayment</td>
<td>deductible + co-insurance</td>
<td>Paid-in-full</td>
</tr>
<tr>
<td>Outpatient Physical Therapy</td>
<td>Covered-in-full</td>
<td>deductible + co-insurance</td>
<td>Paid-in-full when rendered in outpatient hospital setting Subject to deductible + 20% coinsurance when rendered in provider office</td>
</tr>
<tr>
<td>Occupational or Speech Therapy</td>
<td>Covered in-full</td>
<td>deductible + co-insurance</td>
<td>Considered part of Home Health Care benefit only. Limited Speech Therapy benefit under Major Medical. Please consult contract.</td>
</tr>
<tr>
<td>Diagnostic and Treatment Services (Lab testing &amp; X-Ray)</td>
<td>$10 copayment</td>
<td>deductible + co-insurance</td>
<td>Paid-in-full if rendered in outpatient hospital setting and/or providers office.</td>
</tr>
<tr>
<td>Services</td>
<td>Coverage Details</td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>----------------------------------------------------------------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Emergency Room Care</strong></td>
<td>$50 copayment per visit, deductible + coinsurance, Covered in full when medical emergency or accidental injury</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Ambulance</strong></td>
<td>$10 copayment, deductible + coinsurance, Covered in full if admitted or emergency outpatient</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Days of Room and Board in Semi-Private Room</strong></td>
<td>Covered in Full (unlimited days), deductible + coinsurance, ! 365 days - additional days under Major Medical</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Inpatient Surgery (Surgeons Fee)</strong></td>
<td>Covered in Full, deductible + coinsurance, ! Paid in full</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Anesthesia</strong></td>
<td>Covered in Full, deductible + 20% coinsurance, ! Paid in full</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Inpatient Skilled Nursing Facility (SNF)</strong></td>
<td>Covered in Full up to 120 days per SNF stay - 90 day renewal, deductible + coinsurance up to 120 days per SNF stay - 90 day renewal, ! Paid in full</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Mammography/Pap Test</strong></td>
<td>Covered in full, deductible + coinsurance, ! Paid in full</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Initial Pregnancy Consultation</strong></td>
<td>Office co-pay, deductible + coinsurance, Subject to deductible + 20% coinsurance</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Prenatal/Postpartum Services</strong></td>
<td>Covered in full, deductible + coinsurance, ! Paid in full</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Child Birth Education Classes</strong></td>
<td>No benefit, No benefit</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Delivery (Physicians charge)</strong></td>
<td>Covered in full, deductible + coinsurance, ! Paid in full</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Hospital Services</strong></td>
<td>Covered in full, deductible + coinsurance, ! Paid in full</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Birthing Center</strong></td>
<td>Covered in full, deductible + coinsurance, ! Paid in full</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Newborn Inpatient Care</strong></td>
<td>Covered in full, deductible + coinsurance, Paid in full - family policy only</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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### Acute Outpatient Mental Health Treatment
- 50% copayment - 20 visits per calendar year
- Subject to deductible - 50% for 20 visits per calendar year
- Subject to deductible - 80% for 30 visits per calendar year

### Acute Outpatient Alcohol or Substance Abuse Treatment Services
- Covered in full (up to 60 visits per calendar year)
- Deductible + coinsurance (up to 60 visits per calendar year)
- Paid-in-full - 60 visits per calendar year

### Acute Inpatient Treatment, Alcohol, or Substance Abuse Rehabilitation Services
- Covered in full - 37 days (2 admissions per lifetime)
- Deductible + coinsurance

### Acute Inpatient Mental/Nervous Conditions
- Covered in full - 30 days per year
- Deductible + coinsurance
- Covered under basic Blue Cross

### OTHER HEALTH SERVICES

#### Home Health Care Services
- Covered in full - unlimited visits
- Deductible + coinsurance

#### Hospice Services
- Covered in full - unlimited days
- Deductible + coinsurance

#### Durable Medical Equipment
- 20% coinsurance
- Deductible + coinsurance

#### Prosthetic Devices ($15,000 Calendar Year Maximum)
- 20% coinsurance
- Deductible + coinsurance

#### Elective Sterilization
- Office copay
- Deductible + coinsurance

#### Diabetic Services and Equipment
- Office copay per item
- Deductible + coinsurance

#### Routine Physical
- Office copay
- Deductible + coinsurance

#### Prescription Drugs

<table>
<thead>
<tr>
<th>Retail &amp; Mail-Order</th>
<th>$5/$15/$30 Retail</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$10/$30/$60 Mail Order (90 day supply - copay is for 3 monthly scripts)</td>
</tr>
</tbody>
</table>

* You are responsible for the difference between charges and the BCBS allowable amount.

**Pre-Authorization Required on All Inpatient admissions, home health, infusion therapy, DME over $200, MRI, CAT and PET scans for Blue PPO Program.

Please note: This is an outline of benefits only. Complete info will be in the group benefit contract(s). Benefits are subject to medical necessity as determined by carrier.