

# **AGREEMENT**

**Between**

**BOARD OF EDUCATION OF THE  
NORTH SHORE CENTRAL SCHOOL DISTRICT**

**and**

**NORTH SHORE  
SCHOOLS FEDERATED EMPLOYEES  
(TEACHING ASSISTANTS)**

**July 1, 2016 – June 30, 2022**

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## **ARTICLE I – RECOGNITION AND DUES DEDUCTION**

A. The Board hereby recognizes the Federation as the exclusive representative of teaching assistants employed by the District.

B. Recognition shall continue in full force and effect for the maximum period permissible under Article 14 of the Civil Service Law.

C. During the period of recognition, the Board shall deduct from the salaries of its teaching assistants membership dues and/or assessments for the Federation and its affiliates upon presentation to the Board of written authorizations signed by the individual member. The deduction shall be made in equal installments from each pay check commencing with the pay period following five (5) school days after the presentation of the signed authorization to the District Business Office. The authorization form shall be prepared and distributed by the Federation and shall contain a clause that the member waives all rights and claims for the money deducted and transmitted and relieves the Board from any liability. The Board shall transmit monies collected within five (5) school days of each installment date to any Federation officer at a place designated in writing by the Federation. Any authorizations presently on file with the Board or any of its officers shall be revoked upon the presentation to the Board of a more recent deduction authorization, which shall be deemed the authorization of the member.

## **ARTICLE II – APPOINTMENT, PROBATION, TENURE AND ABOLISHMENT OF POSITIONS**

### **A. Evaluation of Teaching Assistants**

1. A probationary teaching assistant shall be notified on or before April 15th whether he/she will be reappointed for the following school year. If April 15th falls during a school vacation period, the probationary teaching assistant shall be notified by the last school day preceding the vacation.

2. A teaching assistant shall be formally observed in the classroom at least once each year prior to May 30th. A formal classroom observation is one where the observer makes a written report of the observation, including recommendations.

3. At the request of either the observer or the teaching assistant, a conference shall take place within fifteen (15) school days after the formal observation. The observer will offer verbal impressions of the observation and the teaching assistant will have an opportunity to discuss and react to those impressions. The observer's notes of the observation shall be made known to the teaching assistant and said notes shall be used as the basis for the conference.

4. A copy of the report shall be given to the teaching assistant and placed in the teaching assistant's personnel file within fifteen (15) school days after the observation is made. Upon his/her examination, the teaching assistant shall be required to affix his/her signature to the observation or evaluation, which shall indicate only that he/she has examined it without any inference to be drawn from his/her signing. The report may refer to the classroom observation, discussions, or any other informal observations since the last formal observation.

5. An annual written evaluation of the teaching assistant's service shall be made by the principal of the teaching assistant's school.

6. The teaching assistant shall have fifteen (15) school days from receipt of the observation and evaluation reports to prepare a written response, which shall also be placed in the file, affixed to the report.

7. In the case of any particular teaching assistant, if the District should not comply with the various fifteen (15) school day requirements set forth in this Section, the remedy shall not on the first such occasion include removal of the observation or evaluation from the file unless the District is more than thirty (30) days late on such occasion.

8. Matters of a disciplinary nature noted by school district personnel and included in an evaluation report which are not referable to an observation of the teaching assistant's performance shall be based upon author-identified writing, copies of which shall be provided to the teaching assistant within fifteen (15) school days of the events referred to in the writings. Evaluation reports may include results of observations, provided that a written report of the observation by the observer was made, and provided the District complied with Section A, paragraphs 3-7.

B. Intensive Supervision for Tenured Teaching Assistants

1. Phase I. When a supervisor in the Middle School or High School, or the principal of an Elementary School, has notified a teaching assistant that there is a serious concern with regard to that teaching assistant's performance, and that concern has been expressed in at least one prior observation or evaluation of that teaching assistant, the District may thereafter place that teaching assistant under Phase 1 intensive supervision. The President of the Federation shall be informed when any teaching assistant is to be placed under Phase I intensive supervision. Any teaching assistant placed on intensive supervision shall be notified in writing.

2. Phase 2.

(a) If the District determines that a teaching assistant's performance remains inadequate after no less than one school year of Phase 1 intensive supervision (or its equivalent), the District may place the teaching assistant under Phase 2 intensive supervision, subject to the following conditions:

(i) A meeting must occur among the teaching assistant's immediate supervisor, the Assistant Superintendent for Instruction, the teaching assistant, and a Federation representative, if requested by the teaching assistant.

(ii) The meeting must be followed by a written notice to the teaching assistant at least 90 days prior to the commencement of Phase 2 intensive supervision, indicating the District's intention to place him or her under Phase 2 intensive supervision.

(b) For any teaching assistant placed under Phase 2 intensive supervision, the District shall provide:

(i) recommendations to assist the teaching assistant in remedying performance problems; and

(ii) the opportunity to meet no less than once per academic quarter with the teaching assistant's immediate supervisor, the Assistant Superintendent for Instruction, and a Federation representative, if requested by the teaching assistant.

(c) During Phase 2 intensive supervision, the teaching assistant shall:

(i) remain at the level of compensation of the salary schedule applicable to him or her at the time Phase 2 intensive supervision commenced; and

(ii) have the opportunity to meet no later than thirty days prior to the end of the Phase 2 intensive supervision period with the teaching assistant's immediate supervisor, the Assistant Superintendent for Instruction, and a Federation representative, if requested by the teacher assistant, to discuss the District's determination about whether Phase 2 intensive supervision should continue for another school year (or its equivalent).

(d) At the end of Phase 2 intensive supervision:

(i) a teaching assistant shall move to the salary column next above the column on which he or she was placed when his or her salary was frozen, if otherwise eligible on the July 1 next following the cessation of Phase 2 intensive supervision.

C. Evaluation Form

Any change of the evaluation form shall not be effected until the Federation is notified and consulted on such change.

D. Abolishment of Positions

1. The Board shall not vote to abolish any teaching assistant position (excluding extra-curricular, coaching and other extra-pay assignments) covered by this Agreement without first notifying the Federation. Within thirty (30) days from the notification, the District shall consult with the Federation, if so requested, about the decision. During this consultation, the reason or reasons for the decision will be stated and the Federation shall have the opportunity promptly to study them and respond. Such consultation shall not constitute negotiations pursuant to the Taylor Law. Nothing in this paragraph providing for consultation shall in any way limit the Board's right to abolish the position or positions in question. Further, that right shall not be subject to grievance or arbitration hereunder.

2. A teaching assistant whose services are terminated because of abolishment of position or excess in a position will be entitled to initial consideration in the filling of any vacant position for which the teaching assistant is certified.

E. Appointment to a Teaching Position

1. Unit members who apply for a leave replacement or a probationary teaching position will be granted an interview.

2. If appointed to a leave replacement position, a unit member will be granted a leave of absence from his/her TA position for the length of the leave replacement, to a maximum of one year. If the leave replacement continues beyond one year, any extension of the TA's leave of absence shall be subject to the discretion of the Superintendent.

3. No leave of absence will be granted where the TA is appointed to a probationary teaching position.

### **ARTICLE III -TEACHING ASSISTANT PERSONNEL FILE**

A. Each teaching assistant shall have a personnel file located in the Central Office of the District. The file shall contain all written material concerning the teaching assistant's employment, conduct, service, character or personality.

B. Written materials not based on formal classroom observation may be placed in the personnel file after the teaching assistant has been given a copy, but not before the teaching assistant has been given fifteen (15) school days to examine the material. Upon his/her examination, the teaching assistant shall be required to affix his/her signature to the material, which shall indicate only that he/she has examined the material without an inference to be drawn from the fact of his/her signing. At his/her option, at the time of the examination, the teaching assistant may comment in writing concerning the material, which writing shall be affixed to the material. In the event that the teaching assistant does not examine, sign and comment within the said fifteen (15) school days, the material may be placed in the file or folder.

C. Materials received from people other than school district personnel shall be placed in the file within fifteen (15) school days of their receipt and a copy thereof shall be provided to the teaching assistant. No statutory disciplinary action may be taken on the basis of written materials that are not author-identified.

D. A teaching assistant shall be entitled to examine his/her personnel file or folder, in the presence of an administrator, and, with, at the option of the teaching assistant, his/her representative, provided that the teaching assistant has presented his/her request to do so to the Superintendent seven (7) school days prior to the date upon which the examination is to take place.

E. The teaching assistant shall be permitted to copy any material he/she is entitled to examine.

F. Material of a confidential nature used for pre-employment purposes may be placed in the teaching assistant's personnel file or folder without following the procedures of this Article and shall not be available to the teaching assistant for inspection, examination, or reproduction.

G. The remedy, should the District not comply with the various fifteen (15) day requirements set forth in this Article, shall not include removal of the written material from the file on the first such occasion with respect to a particular teaching assistant, unless the District is more than thirty (30) days late on such occasion.

H. Any disciplinary action taken against a tenured teaching assistant shall be based on material in the teaching assistant's personnel file. Except as provided in Section C, such material must have been placed in the teaching assistant's personnel file within a reasonable time after the events upon which disciplinary action is taken and subjected to the procedures of this Article. The provisions of this Article shall not be construed to supersede provisions for the dismissal of tenured teaching assistants as provided by the New York State Education Law.

#### **ARTICLE IV - SCHOOL CALENDAR**

A. The calendar for each year of this Agreement shall be established after consultation with the Federation. The calendar shall contain no more than 183 teaching assistant work days including two (2) Superintendent's Conference Days. If during any school year the use of snow days brings the District below the minimum number of school days required by applicable law for one group of unit members but not others, the make up day or days shall nonetheless be a work day or work days for all unit members.

In the event that it becomes necessary because of snow day closures to schedule additional instructional time at the elementary level to meet State student instructional attendance requirements, the spring Superintendent's Conference Day shall be a day of instruction at the elementary level and a Superintendent's Conference Day at the secondary level.

B. The termination of the work year and payment of the final salary check is predicated upon satisfactory completion of the end-of-year check-out procedure as previously constituted. Accordingly, there shall not be direct deposit of the final salary check of the year.

C. The termination dates specified in the calendars do not apply to positions that have previously had a longer school year.

D. It is recognized that notwithstanding the calendars above referred to, members of the unit may be needed in the high school on the last Monday in June to perform functions traditionally accomplished on that day. The principal of the high school may select such personnel in the exercise of his/her discretion, but he/she shall endeavor to keep the number so assigned to a minimum, and shall notify the Federation in advance of the teaching assistants who have been selected.

#### **ARTICLE V -TEACHING ASSISTANT WORK DAY**

A. For the purpose of determining the teaching assistant day, the length of the school student day shall be as follows:

- 6 hours and 50 minutes at the High School
- 6 hours and 50 minutes at the Middle School
- 6 hours and 15 minutes at the Elementary Schools

In the event a building is placed on "double sessions," the Federation shall be notified of any changes in the daily program resulting therefrom.

B. The teaching assistant work day shall commence fifteen (15) minutes prior to the regular student day and terminate as follows:

1. Teaching assistant meetings are to be set on Monday of each week but can be scheduled on one day each week except Friday, for faculty, grade level or department meetings, to commence ten minutes after the close of the regular school day. The maximum total time for such meetings will be one (1) hour. During the school year, on four (4) separate occasions, meetings will not be held during a week that a federal holiday is celebrated, (e.g., Labor Day, Columbus Day, Martin Luther King Day, Memorial Day.) In the event that a particular meeting is scheduled for a day other than Monday, one week's notice shall be provided. Teaching assistants shall be relieved of student help or other activities if scheduled for the day of the meeting. When such meetings involve only elementary teaching assistants they shall start 15 minutes after student dismissal time and shall terminate no later than one hour after the commencement. All district-wide teaching assistant meetings including secondary meetings shall begin no later than 3:10 p.m. and shall terminate one (1) hour after the commencement. If they have no meeting scheduled, teaching assistants may leave ten (10) minutes after the close of the regular student day.

Nothing contained in this provision shall result in the holding of a meeting during a week when there is back to school night.

Nothing contained in this provision shall result in holding a meeting during weeks when secondary teachers have grading days. This condition shall only be applicable to secondary teaching assistants.

Nothing contained in this provision shall result in holding a meeting during weeks when there are full day parent/teacher conferences. This condition shall only be applicable to elementary teaching assistants.

2. Professional Learning Committees: Subject to the approval of the Superintendent or his designees, PLC planning may occur by semester. Subject to the approval of the Superintendent or his designees, PLC meetings may occur on any day of the week and/or at an offsite location so long as the Superintendent receives summary minutes of the meeting, an agenda prior to the meeting and a sign in sheet of attendees immediately following the meeting or a short time thereafter. Alternate meetings shall not be held during the school day.

3. On Fridays, teaching assistants shall be free to leave ten (10) minutes after the close of the regular student day.

C. Sign-out sheets shall be made available no later than ten (10) minutes after the close of the regular student day.

D. The District will not require any teaching assistant to stay beyond the time periods specified in Section B.1, 2 and 3. On the other hand, no attempt shall be made to discourage any teaching assistant from voluntarily remaining beyond the periods specified. The commitment shall be adhered to in good faith by both parties.

E. In the elementary schools, grades K-5, the first day of school for students and another day during the month of September shall be half days for students and a full day for

teaching assistants. The last three (3) days of school shall be half days for students but full days for teaching assistants.

F. All teaching assistants shall have a thirty (30) minute lunch period and a thirty (30) minute co-planning period.

G. Any teaching assistant who possesses teaching certification and accepts a part-time teaching assignment with the District shall not be assigned to teach in the same section or classroom wherein he or she has been assigned in his/her capacity as a teaching assistant.

## **ARTICLE VI- COMPENSATION**

### **A. Regular Salary\***

The salaries reflecting the following increases are set forth in the chart attached hereto as Appendix A.

Effective 7/1/16: 1% increase;

Effective 7/1/17: 0.5% increase;

Effective- 7/1/18: 1% increase;

Effective- 7/1/19: Increase the 6/30/19 salaries by 1.5%  
*and* add \$3,000 to Level I, II and III

Effective- 7/1/20: Create a step 2 at Level I, II, and III by increasing the 6/30/20 salary by .75%,  
*and* add 1% to each step at all three levels.

Effective- 7/1/21: Create a step 3 at Levels I, II and II by increasing the 6/30/21 Step 2 by 1%, *and* add 1% to all steps at all three levels.

\* Unit members must remain on each level for at least one (1) year and cannot advance more than one (1) level per year.

1. Salaries shall be paid bi-weekly. In the event the salary payment date occurs on or during the school holiday, payment shall be made no later than the last school day prior to the holiday.

2. Teaching assistants hired on or after April 19, 2012 who possess a teaching certification set forth in the Regulations of the Commissioner of Education on their date of hire shall be paid at Level II of the salary schedule in their first year of employment as a teaching assistant. Effective with the 2019-20 school year, teaching assistants holding New York State Teacher certification shall receive an annual stipend of \$500 (non-retroactive) to be paid by separate check no later than June 30<sup>th</sup>.

B. Training Days Compensation

Training for instructional programs/initiatives of the District that are performed outside of regular hours of work shall be compensated at the following hourly rates: effective July 1, 2019: \$22.19; effective July 1, 2020: \$22.30; effective July 1, 2021: \$22.52.

C. Extra and Co-Curricular Salaries

The compensation for the extra and co-curricular activities (coaching; non-athletic activities supervision; chaperoning, including evening and after school events, and overnight field trips and events); and proctoring will be paid pursuant to the analogous provisions of the collective bargaining agreement covering the Teachers bargaining unit. It is recognized that teachers shall have first priority in being selected to perform the above extra and co-curricular activities.

D. Compensation for Co-Planning Outside the School Day

A minimum of 1.5 hours of co-planning must be conducted on school premises. The remainder of the monthly co-planning time may be conducted off-school premises with the prior approval of the building principal and/or director. Such approval shall not be unreasonably withheld. Compensation shall be as follows:

|                         | <u>Hourly Rate</u> |
|-------------------------|--------------------|
| Effective July 1, 2019: | \$24.92            |
| Effective July 1, 2020: | \$25.16            |
| Effective July 1, 2021: | \$25.41            |

E. Compensation for Unit Members with Sole Responsibility for a Program

Where, with the prior approval of the Superintendent, a unit member has sole responsibility for a program that would usually be taught by a teacher (including responsibility for developing, planning, and delivering instruction), the unit member will be compensated at the rate established in Article X, Section O of the teachers' agreement ("Compensation for Instruction Outside of the School Day"). Only unit members possessing New York State teacher certification shall be assigned to such programs.

F. Substituting for Teachers

Unit members who substitute for a teacher at the elementary level for a minimum of one hour will be compensated at the following hourly rates or pro-rata share thereof:

|                         | <u>Hourly Rate</u> |
|-------------------------|--------------------|
| Effective July 1, 2019: | \$34.90            |
| Effective July 1, 2020: | \$35.25            |
| Effective July 1, 2021: | \$35.60            |

No unit member will be required to act as a substitute at the secondary level without compensation. If so required, compensation will be made at the above rate, pro-rated as applicable.

## **ARTICLE VII - INSURANCE PROGRAM**

### **A. Health Insurance**

1. For teaching assistants working 17.5 hours or more each week and/or work .5 full-time equivalent ("FTE") as a teaching assistant, the District shall provide the New York State Health Insurance Program ("NYSHIP"). The Board shall pay eighty percent (80%) of the premiums therefore.

2. If the teaching assistant is employed in a .5 FTE or greater teaching position, he/she shall receive the fringe benefits set forth in Article XI of the section of the teachers' contract that is applicable to teacher unit members, in lieu of the benefits set forth in this article.

3 (a) Teaching assistants who have worked at least 17.5 hours each week and/or work .5 FTE as a teaching assistant, with a minimum of twenty (20) years of continuous North Shore School District service and are eligible to retire from the New York State Retirement System, shall be eligible for continued individual or family health insurance into retirement. The District shall contribute 70% of the cost of the individual plan or 50% of the cost of the family plan. This subparagraph shall sunset on 6/30/19.

(b) Teaching assistants who have worked at least 17.5 hours each week and/or work .5 FTE as a teaching assistant, with a minimum of fifteen (15) years of continuous North Shore School District service and are eligible to retire from the New York State Retirement System, shall be eligible for continued individual or family health insurance into retirement. The District shall contribute 70% of the cost of the individual plan or 35% of the cost of the family plan. This subparagraph shall sunset on 6/30/19.

(c) Effective 6/30/19, teaching assistants who have worked at least 17.5 hours each week and/or work .5 FTE as a teaching assistant, with a minimum of ten (10) years of continuous North Shore School District service and are eligible to retire from the New York State Retirement System, shall be eligible for continued individual or family health insurance into retirement. The District shall contribute 70% of the cost of the individual plan or 50% of the cost of the family plan.

4. The Assistant Superintendent for Business shall provide (1) communications of carrier concerning rate changes in a timely fashion, (2) make available annually a census of all employees covered by health insurance, and (3) the insurance committee shall be present (but not participate) at all rate change negotiations between the carrier and Assistant Superintendent for Business.

### **B. Life Insurance**

The District shall provide teaching assistants who work at least 17.5 hours per week and/or work .5 FTE as a teaching assistant, with group life insurance in the total amount of \$15,000 for which the District shall pay the full premium.

C. Disability Insurance

The long term disability insurance plan in effect on June 30, 1978 and as modified to provide coverage for physical conditions pre-existing the inception of coverage and disability due to or related to pregnancy, maternity, miscarriage or abortion shall be provided for teaching assistants who work at least 17.5 hours each week and/or work .5 FTE as a teaching assistant and the monthly limit on benefit payments shall be two-thirds (2/3) of an individual teaching assistant's gross monthly salary. The Board shall pay the premium therefor.

D. Dental Health Insurance

Teaching assistants who work at least 17.5 hours per week and/or work .5 FTE as a teaching assistant shall be eligible for dental insurance. The District shall pay an amount of money per participant necessary to provide dental insurance coverage that is the same or equivalent to that provided the North Shore teachers. This may be accomplished through the teaching assistants' participation in the teacher's plan.

E. "Flex 125 Plan"

A comprehensive "Flex 125" Plan, based on parameters determined in consultation with the Federation shall be made available to all teaching assistants.

**ARTICLE VIII - EVENING MEETINGS**

Teaching Assistants are required to attend back to school night.

**ARTICLE IX - FEDERATION RIGHTS**

In order to carry out its responsibilities under its recognition as the exclusive representative of the teaching assistants of the District, the Federation shall have the right to:

A. 1. Hold building Federation meetings in school buildings at times other than the regular pupil day, but not later than fifteen (15) minutes prior to the start of classes or earlier than fifteen (15) minutes after the end of classes. This shall not imply that teaching assistants scheduled activities (i.e., extra help) shall be released early to attend such meetings.

2. Hold District Federation meetings in school buildings, but not earlier than fifteen (15) minutes after the close of classes in the building where the meeting shall take place. This shall not imply that teaching assistants in buildings with later closing times shall be released early to attend such meetings.

B. Meetings of the Federation held in school buildings must be scheduled through the principal's office to avoid room assignment conflicts.

C. Use bulletin boards and the District email system for its announcements, the space and location to be determined in consultation with the appropriate building principal.

D. Use teaching assistant mail boxes for distribution of materials.

E. Use duplicating and other office machinery provided that the use does not interfere with the business of the District. The cost of materials used will be borne by the Federation.

F. The Board agrees to meet twice during each year of this contract with a committee, not to exceed seven (7) members, designated by the Federation, which meetings shall be called at the request of the Federation. These meetings shall not be for the purpose of negotiations, but are rather for the mutual benefit of all concerned. It is understood that administrators may be present and participate at these sessions on behalf of the District. A written agenda shall be submitted by both parties to each other at least one (1) week in advance of the meeting. Discussion shall be limited to agenda topics.

G. The Federation building representative shall be able to meet, upon request, with the building principal at a reasonable time to discuss matters relating to terms and conditions of employment of the teaching assistants of the building. The representative may, if he or she chooses, at the discretion of the principal, be accompanied by other teaching assistants

H. Three members of the Federation who have been designated as delegates to the convention of the state organization with which the Federation is affiliated shall be granted up to three (3) days of release time without loss of salary to attend such convention.

I. The President of the Federation shall be released from one teaching period per day if the office is held by a secondary teacher. In addition, effective July 1, 2008, the President of the Federation, at the discretion of the Superintendent of Schools, may be granted additional release time in the amount of one (1) additional class period. The decision of the Superintendent shall not be subject to the grievance procedure set forth in Article X of this Agreement and shall not otherwise be arbitrable.

#### **ARTICLE X - GRIEVANCE PROCEDURE**

A. This grievance procedure is to provide for a prompt and systematic settlement of employee grievances free from coercion, interference, restraint, discrimination or reprisal. Nothing in this grievance procedure shall preclude an employee from presenting grievances to the Board or its representatives or to have such grievance adjusted without intervention of the Federation, as long as the adjustment is not inconsistent with the terms of the contract and, provided further that, when the grievance involves interpretation and application of the Agreement, the Federation has been given the opportunity to be present at such adjustment.

Nothing contained herein shall be construed to deny to any employee his/her rights under the State Education Law or any applicable State Law or regulation.

B. Definitions

1. The term "employee" as used in this procedure shall mean an individual teaching assistant or group of teaching assistants having the same grievance.

2. Established policies or practices governing or affecting employees are subject to review by this grievance procedure when considered unfair or inequitable by the "employee" defined.

3. The term "grievance" shall mean that in an employee's opinion, there has been a violation, misinterpretation or inequitable application of the existing laws, rules, procedures, regulation, administrative orders, work rules, or the provisions of this Agreement. The term "grievance" shall also mean that in an employee's opinion, he/she has been treated unfairly or inequitably as determined by established policy or practice governing or affecting employees.

C. Initiation

1. A grievance shall be deemed waived unless raised in writing within thirty (30) school days after the aggrieved party knew or should have known of the act or condition giving rise to the grievance.

2. The grievance shall be filed at the level where the act or condition giving rise to the grievance first occurred. However, if the grievance is based upon an act or omission of the Board concerning a term or provision of this Agreement, then such grievance may be initiated at the Superintendent's level.

3. The grievance shall be filed in writing.

D. Levels

1. Level 1 - Principal's Level

(a) Upon receipt of a grievance, the building principal shall meet promptly with the grievant.

(b) The principal will render a decision promptly.

(c) Steps (a) and (b) above shall be accomplished in not more than five (5) school days from the receipt of the grievance.

(d) If the grievant is dissatisfied with the principal's determination or if no determination is given to the grievant within the time mentioned above, the grievant shall have ten (10) school days to appeal in writing to the Superintendent's level. In such event, the grievant shall notify the building principal, in writing, of the appeal.

2. Level 2 - Superintendent's Level

(a) Upon receipt of a grievance either by way of appeal from the principal's level or against the Superintendent, the Superintendent shall hold a hearing within five (5) school days thereafter.

(b) The Superintendent will render a decision in writing not more than ten (10) school days after the conclusion of the hearing.

(c) If the grievant is dissatisfied with the Superintendent's determination or if no determination is given the grievant within the time mentioned above, the grievant may appeal, in writing, within ten (10) school days to the next level, and the Superintendent shall be informed of the appeal of the grievant, in writing.

### 3. Level 3 - Board Level

Upon a grievance being appealed from Level 2 to the Board level, the Board shall convene and hear the grievance within thirty (30) days of the filing of the grievance with the Board. The Board's decision shall be rendered in writing within thirty (30) days after the completion of the hearing.

### 4. Alternate Level 3 - Arbitration Level

Where the grievance is concerned with an interpretation or claimed violation of any of the terms and provisions of this Agreement, or if the grievance arose out of an act or omission of the Board concerning a term or provision of this Agreement, the grievant shall have the option, through the Federation, of submitting the grievance to arbitration at Level 3. The arbitrator shall be selected by the parties in accordance with the rules of the American Arbitration Association and the decision of the arbitrator shall be arrived at in accordance with the rules of said Association.

The cost of arbitration expenses and fees shall be borne by the Board and the grievant.

The right to submit disputes hereunder to arbitration is limited to the Federation and the Board. The decision of the arbitrator shall be advisory. Each party will notify the other, in writing within thirty (30) days after the delivery of the arbitration award whether that party accepts the award.

## E. Representation

1. The grievant shall have the right to be represented at every stage of the grievance machinery by anyone of his/her choice or to have no representative, except that no grievant may be represented by an employee organization other than the Federation.

2. If the Federation is not representing the grievant and the grievance involves the interpretation or application of the contract, the Federation shall have the right to be present at all stages.

## F. Time Limits

All time limits included in this Article shall be strictly construed and may only be extended by mutual consent in writing.

## **ARTICLE XI - LEAVES OF ABSENCE**

### **A. Sick Leave or Personal Illness**

1. At the commencement of each year of active, full-time service to the District, each full-time teaching assistant shall be credited with ten sick leave days at full salary for personal sickness or physical disability, which may be accumulated, if not used, to a maximum of 150 days. Effective with the 2019-20 school year, the maximum accumulation shall be increased to 183 days.

2. In cases of extended illness (one month or more) the Board may, at its discretion, continue to make full salary payments until the teaching assistant becomes eligible for the benefits of the disability insurance as set forth under Article VII (C) of this Agreement. Employee eligibility for credit of up to thirty days sick time shall be limited to employees who have a bona fide disability and consequently are unable to perform the essential functions of their position with or without reasonable accommodations as of the 37th day of continuous absence, and who provide a note from the treating licensed practitioner in the medical area related to the disability, or a physician, which states that their disability makes it impossible for them to perform the essential functions of their job with or without reasonable accommodations.

3. In the event of absence for more than five (5) continuous days, the teaching assistant shall provide a physician's written verification that the absence was required by the illness or injury.

4. Teaching assistants who are disabled by reason of any extended illness shall be provided with the District's health insurance coverage for the first twelve months of such illness. The Board shall pay 80% of the premium therefore.

5. Any physical disability related or incidental to pregnancy shall be governed by the provisions of this Section.

6. Beginning with the 2019-20 school year, sick leave shall run concurrently with FMLA leave.

### **B. Personal Business Leave**

1. For absences due to personal business, two (2) days leave without loss of pay shall be allowed annually. No more than 5% of teaching assistants may be absent at one time.

2. The request for personal business leave shall be filed with the principal by the teaching assistant one week in advance of the anticipated absence, except in emergency

situations. No reason, other than "personal business" need be given for the absence, except for days taken before or after school holidays.

4. When personal leave is requested within the first or last five days of any semester, it shall be subject to the approval of the Superintendent.

C. Emergency Leave

1. Maximum of five (5) days with pay shall be granted for each death in the teaching assistant's immediate family or of the teaching assistant's domestic partner. Extensions for reasonable cause shall be granted with pay at the discretion of the Superintendent. If the Superintendent feels that reasons do not warrant extensions with pay, he/she may, at his/her discretion, grant such leaves without pay. Requests for extensions shall be in writing either mailed or delivered through facsimile transmission. The Board may require confirmation of the underlying reasons for such leave.

2. A maximum of five (5) days with pay shall be granted each year for serious illness in the teaching assistant's immediate family or of the teaching assistant's domestic partner. Extensions for reasonable cause may be granted with pay at the discretion of the Superintendent. If the Superintendent feels that reasons do not warrant extensions with pay, he/she may, at his/her discretion, grant such leaves without pay. Requests for extensions shall be in writing either mailed or delivered through facsimile transmission or through the District email system. The Board may require confirmation of the underlying reasons for such leave.

D. Absences for Conferences and Visitations

Each teaching assistant shall, subject to approval of the Superintendent, be permitted a reasonable number of absences each year without loss of pay to attend professional conferences or make professional visitations.

E. Approved Absences

Absence shall be approved with no loss of pay for the following purposes:

1. Jury duty. Jury service fee received by the teaching assistant shall be reimbursed to the Board.
2. Court appearance or other official proceedings where the teaching assistant is a witness or a party or where the teacher is served with a subpoena or court order to appear.
5. In either of the foregoing instances, the teaching assistant shall notify his/her building principal and present his/her jury notice, subpoena or court order to the building principal as soon as reasonably possible after the receipt thereof and the teaching assistant shall give due notice to the termination of his/her service or appearance to the building principal.

F. Delimitations of the Article

Time shall not accrue for purposes of tenure for probationary teaching assistants while on extended illness or sick leave in excess of thirty (30) consecutive days.

## **ARTICLE XII - BOARD MEETINGS**

The Board of Education shall be given the names of those persons other than the Federation President who are authorized to speak at any public meetings convened by the Board in the name of the Federation. If anyone other than those named is to be authorized to speak at a public meeting in the name of the Federation, the Superintendent shall be notified of the name of the person so empowered twenty-four (24) hours prior to the Board meeting by the President of the Federation.

The Board shall furnish to the Federation an agenda of each public Board meeting as soon as possible in advance of said meeting and shall furnish any additions and amendments to the agenda as soon as possible. A copy of the minutes of each meeting, together with any attachments, shall be furnished to the Federation no later than one (1) week after the next public meeting.

## **ARTICLE XIII - BOARD POLICY AND RIGHTS**

A. The Board shall make every effort to continue prior benefits where feasible.

B. Except as limited by the provisions of this Agreement, the Board, together with the District Superintendent, has in all respects retained its right to manage and control all the affairs of the District, including but not limited to the right to hire, to withhold or grant tenure to probationary teaching assistants, to determine the nature and scope of the budget, to establish and implement educational policies, to develop and apply methods and procedures for the administration of the District, to select the administrative staff to apply such methods and procedures, and in its discretion to adopt and enforce such rules and regulations and policies as it may deem necessary in order to perform all duties and functions entrusted to it under the law.

## **ARTICLE XIV - MISCELLANEOUS**

A. Copies of this Agreement shall be reproduced at the expense of the Board and a copy shall be distributed to each teaching assistant now employed or employed by the Board during the terms of this Agreement.

B. This Agreement cannot be changed, altered or modified, except in writing, signed by both parties, which writing shall be considered as an addendum to this Agreement.

C. There shall be a joint Administration-Federation Committee to study matters related to academic freedom. This committee may report to the Board from time to time and make recommendations. It is recognized that ultimate determinations in this area rest with the Board in the exercise of its discretion and this section shall not be deemed to preclude the Board from instituting action or otherwise acting independently in this area.

D. Work on curriculum committees and other district-wide committees shall remain voluntary in accordance with past practice. Both parties to this Agreement shall encourage teaching assistants to serve on such committees.

E. The Superintendent may direct any teaching assistant to submit a medical examination in order to determine his/her physical or mental capacity to perform his/her duties if a question as to the validity of the test results would be created by a delay of more than twenty-four (24) hours between the time of the directive and the time the test(s) are given.

F. A teaching assistant shall use his/her best efforts to notify the District by January 15<sup>th</sup> of his/her intention to retire at the end of that same school year; and if he/she has not notified the District by January 15<sup>th</sup>, then he/she shall use his/her best efforts to notify the District by March 1<sup>st</sup>.

#### **ARTICLE XV - ILLEGALITY**

In the event any part, provision or term of this Agreement shall be determined or found to be contrary to law, then such provision shall not be applicable nor shall the term thereof be performed or enforced except to the extent permitted by law. However, all other terms and provisions of this Agreement shall continue in force and effect.

#### **ARTICLE XVI - DURATION AND TERMS OF AGREEMENT**

A. This Agreement shall be effective July 1, 2016 through June 30, 2022.

B. On or before January 15, 2022, either party, upon written notification to the other, may require negotiations for a succeeding agreement. After notice is served pursuant to paragraph 2 of this Article, the Federation shall specify all its proposals (both budgetary and non-budgetary items) in writing and shall supply them to the Board on or before February 15, 2022. The Board shall specify all its proposals (both budgetary and non-budgetary items) on or before February 15, 2022.

C. The Federation's right to representation shall be governed by Article I and shall not be affected by this Article.

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

E. It is understood that where there may be a difference between this contract and the Board of Education by-laws and administrative rules and procedures of the District, the terms of this Agreement shall supersede such by-laws and administrative rules and procedures. The Federation shall be notified of any and all changes in such by-laws and administrative rules and procedures.


F. In the event that the New York State Legislature enacts into law a statute establishing "caps" on school budgets, or on tax levies for school districts, or in any way imposes a statutory limit on any increases in the annual budgets or tax levies of school districts, and in the further event that such legislation becomes law, then either party may thereupon demand the initiation of re-opener negotiations respecting salary, health insurance and class size provisions contained in this agreement.

G. In the event that the New York State Legislature enacts into law a statute modifying "property tax levy caps" impacting school district budgets, then either party may thereupon demand the initiation of reopener negotiations.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties.

Dated: October 1, 2021

NORTH SHORE CENTRAL  
SCHOOL DISTRICT

By:   
David Ludmar  
President, Board of Education  
North Shore Central School District

NORTH SHORE SCHOOLS  
FEDERATED EMPLOYEES

By:   
Greg Perles, President

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## APPENDIX A

### Teacher Assistant Salary Schedule 2016-2022

| YEAR    | INCREASE | LEVEL I | LEVEL II | LEVEL III |
|---------|----------|---------|----------|-----------|
| 2016-17 | 1.00%    | 27,021  | 28,710   | 30,963    |
| 2017-18 | .50%     | 27,155  | 28,853   | 31,117    |
| 2018-19 | 1.00%    | 27,427  | 29,142   | 31,428    |

*Effective July 1, 2019 increase the 6/30/19 salary by 1.5%. Apply \$3,000 salary adjustment to Level I, Level II, and Level III. \$500 annual stipend shall be awarded to unit members holding NYS Teacher Certification (non-retroactive). Such payment shall be made by a separate check no later than June 30.*

### Fiscal Year 2019-2020

|                    | LEVEL I       | LEVEL II      | LEVEL III     | Certified Teacher<br>Additional Stipend |
|--------------------|---------------|---------------|---------------|---|
| <b>1</b>           | <b>27,839</b> | <b>29,580</b> | <b>31,900</b> |   |
| <b>Equity Bump</b> | <b>3,000</b>  | <b>3,000</b>  | <b>3,000</b>  |   |
| <b>New Step 1</b>  | <b>30,839</b> | <b>32,580</b> | <b>34,900</b> | <b>500</b>                              |

*Effective July 1, 2020 add one new salary step (i.e. Step 2) at Level I, Level II, and Level III with an increment of .75% above the 6/30/20 salary. Apply 1% salary increase to both steps at all three Levels. \$500 annual stipend shall be awarded to unit members holding NYS Teacher Certification (non-retroactive). Such payment shall be made by a separate check no later than June 30.*

### Fiscal Year 2020-2021

|          | LEVEL I       | LEVEL II      | LEVEL III     | Certified Teacher<br>Additional Stipend |
|----------|---------------|---------------|---------------|---|
| <b>1</b> | <b>31,147</b> | <b>32,906</b> | <b>35,249</b> | <b>500</b>                              |
| <b>2</b> | <b>31,381</b> | <b>33,153</b> | <b>35,513</b> | <b>500</b>                              |

*Effective July 1, 2021 add one new salary step (i.e. Step 3) at Level I, Level II, and Level III with an increment of 1% above the 6/30/21 Step 2. Apply 1% salary increase to all steps at all three Levels. \$500 annual stipend shall be awarded to unit members holding NYS Teacher Certification (non-retroactive). Such payment shall be made by a separate check no later than June 30.*

### Fiscal Year 2021-2022

|          | LEVEL I       | LEVEL II      | LEVEL III     | Certified Teacher<br>Additional Stipend |
|----------|---------------|---------------|---------------|---|
| <b>1</b> | <b>31,459</b> | <b>33,235</b> | <b>35,601</b> | <b>500</b>                              |
| <b>2</b> | <b>31,695</b> | <b>33,484</b> | <b>35,868</b> | <b>500</b>                              |
| <b>3</b> | <b>32,012</b> | <b>33,819</b> | <b>36,227</b> | <b>500</b>                              |

\* Unit members must remain on each level for at least one (1) year and cannot advance more than one (1) level per year.