

**AGREEMENT**

**BETWEEN**

**MIDDLE COUNTRY CENTRAL SCHOOL DISTRICT**

**-and-**

**MIDDLE COUNTRY TEACHERS ASSOCIATION**

**(NYSUT, AFT, AFL-CIO)**

**TEACHING ASSISTANTS UNIT**

**July 1, 2020 - June 30, 2025**

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
ARTICLE I - RECOGNITION.....	1
ARTICLE II - ASSOCIATION RIGHTS .....	1
ARTICLE III - NEGOTIATIONS PROCEDURES .....	1
ARTICLE IV - TEACHING ASSISTANTS .....	2
ARTICLE V - WORKING CONDITIONS .....	5
ARTICLE VI - PROMOTION .....	6
ARTICLE VII - SICK LEAVE AND PERSONAL LEAVE .....	6
ARTICLE VIII - BEREAVEMENT DAYS .....	7
ARTICLE IX - UNPAID LEAVES OF ABSENCE .....	7
ARTICLE X - GRIEVANCE PROCEDURE .....	8
ARTICLE XI - FAIR DISMISSAL.....	9
ARTICLE XII - FRINGE BENEFITS.....	9
ARTICLE XIII - WAGES .....	14
ARTICLE XIV -JURY DUTY .....	16
ARTICLE XV - TEACHING ASSISTANT OBSERVATION AND EVALUATION .....	16
ARTICLE XVI - NO STRIKE PLEDGE .....	17
ARTICLE XVII - TAYLOR LAW NOTICE .....	17
ARTICLE XVIII - EXTENDED SICK LEAVE .....	17
ARTICLE XIX - EXTENDED DAY APPLIED BEHAVIORAL ANALYSIS PROGRAM.....	19
ARTICLE XX - CHAPERONING .....	19
ARTICLE XXI – PROFESSIONAL DEVELOPMENT .....	20
ARTICLE XXII -DURATION .....	20

APPENDIX A .....	21
APPENDIX B-1 .....	25
APPENDIX B-2.....	26
APPENDIX B-3 .....	27
APPENDIX B-4 .....	28
APPENDIX B-5 .....	29
APPENDIX C .....	30
APPENDIX D.....	33
APPENDIX E .....	34
APPENDIX F .....	35

**AGREEMENT** made between the MIDDLE COUNTRY CENTRAL SCHOOL DISTRICT (hereinafter referred to as "District" or "Employer") and the MIDDLE COUNTRY TEACHERS ASSOCIATION (NYSUT, AFT, AFL-CIO) (hereinafter referred to as "Association").

**ARTICLE I - RECOGNITION**

1. The District recognizes the Association as the exclusive representative and negotiating agent of a unit consisting of Teaching Assistants.
2. This recognition shall be in full force and effect for the maximum period allowed by law.

**ARTICLE II - ASSOCIATION RIGHTS**

1. Dues Deductions

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

2. Up to a maximum of two (2) school days per school year shall be available for the teaching assistant unit representative for association business.
3. The administration shall consider input from the teaching assistants' unit with regard to the hiring of new administrators.

**ARTICLE III - NEGOTIATIONS PROCEDURES**

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

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

#### **ARTICLE IV - TEACHING ASSISTANTS**

1. General Conditions

A. The tenure area for Teaching Assistants shall be "teaching assistant".

B. A Teaching Assistant shall be appointed and employed by the Board of Education in accordance with the regulations of the Commissioner of Education, as amended. The regulations are attached hereto as Appendix "A".

C. In the event of a reduction in force, Teaching Assistants shall be excessed according to years of service in the District as a Teaching Assistant.

D. A recall list for those employees who have been excessed shall be in effect for seven (7) years from date of excessing. Recall rights shall be in accordance with the Teaching Assistant's total years of service in the District.

E. Disputes as to the interpretation or meaning of Sections A, B, C, or D of this Article shall be appealed to the Commissioner of Education.

F. The District shall have the right to reassign or transfer up to ten (10) Teaching Assistants without regard to seniority provided such reassignment or transfer is effectuated prior to September 1st of the school year to which the reassignment or transfer will apply. The District's decision shall not be arbitrary or capricious. In the event the District determines to reassign or transfer any teaching assistants beyond the 10 referenced above, or for any reassignment or transfer

after September 1<sup>st</sup>, seniority shall prevail if in the District's opinion the individual is qualified for the new position.

G. If a vacancy in a Teaching Assistant position occurs in the summer, Teaching Assistants who are presently employed shall have the first opportunity to apply and be considered for such vacancy. Those Teaching Assistants who wish to voluntarily transfer to openings that may occur when school is not in session, must notify the District in writing, prior to leaving for summer vacation. Such notice shall include an address and telephone number where the Teaching Assistant can be reached during the summer. The District shall notify these people by phone, and if unreachable, by certified mail.

H. Teaching Assistants shall not be used:

1. To substitute for an absent teacher unless the present procedure for procurement of substitute has been exhausted;
2. To replace a teacher on leave of absence;
3. To displace a member of the teachers' unit.

The District shall follow Article 69 of the Teachers' collective bargaining agreement between the District and the MCTA, entitled Class Coverage, which Article references Appendix M, entitled "Administrative Guidelines - Class Coverage". In that regard, it is emphasized, the District will make every effort to obtain a substitute for class coverage, and the use of substitutes will be maximized.

When the District is unable to obtain a substitute, the District shall attempt to maximize the use of teachers for unpaid substitute service pursuant to the third paragraph of Article 69, which requires teachers to provide up to a maximum of ten (10) class coverages per year without pay, during their unassigned and/or duty period. The District shall continue, when assigning teachers

to teach class during the unpaid coverages as referenced herein, to make every effort to assign such coverage so as to average no more than one (1) per month per teacher.

In the event the District is unable to obtain a substitute, and cannot assign the teaching responsibility of an absent teacher as an unpaid coverage obligation for teachers referred to above, the District shall use, to the extent possible, teaching assistants. Teaching assistants will be paid for providing coverage for an absent teacher for a full day at the rate of twenty-five (\$25.00) dollars per day. In the event a teaching assistant is providing substitute coverage for another teaching assistant, such coverage shall be without additional pay unless the teaching assistant is providing such coverage during the unassigned period. In the event a Teaching Assistant is providing coverage for an absent Teaching Assistant during the unassigned period, he/she shall be paid \$17.91 per period. In the event a teaching assistant is providing coverage for an absent teacher during the unassigned period, consistent with the past practice, he/she shall be paid the teacher coverage rate then in effect. Pay pursuant to this paragraph shall apply to services rendered after the approval of all parties to the Agreement.

The provisions of this Agreement shall not apply to special education teaching assistants who cover a class for a teacher attending a Committee on Special Education meeting, as such coverage is within the parameters of the regular assignment to such special education teaching assistants.

The District shall continue to be mindful of the class ratios applicable through an Individualized Education Program when a special education teacher is absent. In addition, the District shall continue to be mindful of the parameters established by the New York State Education Department and the Education Law, with regard to the authorized responsibilities of the teaching assistant.

Teaching Assistants shall be notified of their assignment by the first day of school.

## **ARTICLE V - WORKING CONDITIONS**

1. Teaching Assistants shall be employed on an annual basis in accordance with the teachers' calendar.
2. Workday - The Teaching Assistant's daily workday at the elementary level shall be seven (7) hours, including a lunch break of at least forty (40) minutes, and unassigned time of at least forty (40) minutes. Such assigned time will be in a minimum of twenty (20) minute blocks during the pupil day. The daily workday at the secondary level shall include an unassigned period for lunch and an additional unassigned period.
3. Travel - Teaching Assistants who use their personal automobile for authorized travel in the course of their employment shall be reimbursed at the rate established by the District when requested on the proper form. The District rate shall be established at the organizational meeting and shall be the maximum allowable rate authorized by the Internal Revenue Service as of that date.
4. Teaching Assistants directed by the administrator to whom that individual reports or his/her designee, to work beyond the normal seven (7) hour workday will be compensated at the rate of 1/200th of their current step divided by seven (7) hours.
5. Teaching Assistants shall attend one faculty meeting or one meeting separately scheduled for Teaching Assistants depending on the topic(s) to be addressed, as determined by the Superintendent or her/his designee, of up to one (1) hour, after the workday every other month during their work year. The District shall provide two weeks notice for such faculty meetings.
6. Training - The District will provide nonviolent crisis intervention training to Teaching Assistants assigned for the first time to students classified with a disability who are physically



aggressive as identified by the District's Committee of Special Education. Such training shall be provided in the discretion of administration, prior to the start of school or as soon as practicable thereafter.

#### **ARTICLE VI - PROMOTION**

Teaching Assistants earning a BA/BS degree from a college or university accredited by the New York State Department of Education and certified to teach the position involved shall be given consideration for a teaching position with due regard to their past service with the District. Consideration means an interview either in person or by phone.

Teaching Assistant(s) who wish to be considered for an open position when school is not in session should notify the District in writing, by June 1<sup>st</sup> prior to leaving for the summer vacation, of their desire to be considered for those positions that they are certified to teach. Such notice shall include an address and telephone number where they can be reached throughout the summer. The District shall make an effort to notify said Teaching Assistant(s) by phone and if unreachable by certified mail of any positions for which they would be qualified. If unreachable, the hiring process will continue in a manner timely to the needs of the District.

#### **ARTICLE VII - SICK LEAVE AND PERSONAL LEAVE**

1. Teaching Assistants hired during the first semester shall be credited with twelve (12) days of sick leave per year, two (2) of which may be used for reasons other than personal illness. Those hired during the second semester shall be credited with six (6) such days. Such days may be accumulated from year to year as sick days up to a maximum cumulative amount of 150 days.

2. Teaching Assistants who take a sick leave or personal leave day shall notify the District in accordance with District policy. However, teaching assistants must submit a request for approval of a personal day before and/or after a long weekend or vacation period. The Superintendent

recognizes that there are circumstances which are beyond an employee's control (i.e. legal matters, family events/emergencies), and agrees to consider such factors when evaluating a request. Such determinations will not be arbitrary or capricious.

3. Any unused sick leave days may be reimbursed to the employee during the month of July at his/her daily rate of pay provided the employee has given notice of intent to reimburse the days by the prior February 1<sup>st</sup>. Days shall be reimbursed at 1/200th of the individual's regular salary. Payments shall be made on the first Friday following the commencement of school in September as an Employer Non-elective Contribution as set forth in the Memorandum of Agreement dated May 16, 2013. An amount equal to the payments referred to herein shall be made as an employer, non-elective contribution to the District's 403(b) plan for the account of such teaching assistant. The teaching assistant shall have no right to receive cash in lieu of such contributions.

#### **ARTICLE VIII - BEREAVEMENT DAYS**

Up to four (4) bereavement days per occurrence will be granted to each Teaching Assistant for death in the immediate family. The immediate family is to include parent or guardian, spouse, children, mother-in-law, father-in-law, sister or brother, grandparent or grandchild, sister-in-law, brother-in-law, any relative residing in the teaching assistant's home or domestic partner (in accordance with the NYSHIP definition.)

#### **ARTICLE IX - UNPAID LEAVES OF ABSENCE**

1. Teaching Assistants shall be granted a one (1) year leave of absence without pay, provided they meet the following conditions:

- a. The leave shall commence at the end of a school year or at the end of a semester.
- b. The leave shall terminate in September.

- c. Requests for such leaves are submitted at least thirty (30) days in advance of the leave, and such request includes the commencement date and termination date.

## **ARTICLE X - GRIEVANCE PROCEDURE**

1. Any grievance or dispute which may arise between the parties with respect to the applicable meaning or interpretation of this Agreement shall be settled in the following manner:

STEP 1 - The Association shall take up the grievance with the immediate supervisor of the employee or employees involved within twenty (20) school days of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond to the Association within twenty (20) school days.

STEP 2 - If the grievance has not been settled, it shall be presented, in writing, by the Association to the Superintendent or his/her designee within five (5) working days after the supervisor's response is due. The Superintendent or his/her designee shall respond to the Association, in writing, within seven (7) school days.

STEP 3 - If the grievance determination by the Superintendent or his/her designee is found to be unsatisfactory, the Association may petition the Board of Education to review the decision of the Superintendent or his/her designees in executive session. The Board of Education will respond, in writing, to the Association within thirty (30) school days after the review of the grievance.

STEP 4 - In the event the Association is not satisfied with the determination of the Board or Superintendent, it may, within ten (10) school days, refer the grievance to arbitration pursuant to the procedures of the American Arbitration Association.

2. The decision of the Arbitrator shall be binding upon the parties.

3. The Arbitrator's decision will be in writing and will set forth his/her findings, reasoning, and conclusion on the issues submitted to him/her. The Arbitrator shall have no power to add to, subtract from, or amend any of the provisions of the Agreement.

4. The cost for the services of the Arbitrator will be borne equally by the District and the Association.

5. Pursuit of any legal, statutory, or other remedy bars further or subsequent proceedings for relief under this contract.

#### **ARTICLE XI - FAIR DISMISSAL**

Tenured Teaching Assistants may be dismissed only in accordance with Section 3020-a of the Education Law. Article X (Grievance Procedure) of this Agreement shall not apply to this provision of the contract.

#### **ARTICLE XII - FRINGE BENEFITS**

1. Absence due to illness or injury incurred in the course of the Teaching Assistants' employment as defined in the New York State Worker's Compensation Law shall not be charged against the Teaching Assistants' sick leave, provided that the Teaching Assistant shall pay to the District the benefits received under the Worker's Compensation Law for loss of salary during such absence. Payments pursuant to this Article shall terminate after one (1) year. Thereafter, payments to the Teaching Assistant shall be in accordance with Worker's Compensation only.

2. The District shall abide by all law, rules, and regulations of the New York State Teachers Retirement System.

3. Health Insurance

A. The District agrees to contribute seventy-five (75%) percent of the premium for individual coverage for eligible employees, and fifty-five (55%) percent of the difference between

the premiums for individual and family coverage for employees eligible for family coverage, in NYSHIP or Health Insurance of Greater New York (HIP). The District's rate of contribution for those employees who retire on the July 1<sup>st</sup> following his/her becoming first eligible to retire from the New York State Teachers' Retirement System without penalty shall be one hundred (100%) percent of the premium for individual coverage for eligible retirees, and fifty (50%) percent of the difference between the premium for individual and family coverage for retirees eligible for family coverage. However, teaching assistants who become first eligible between July 1<sup>st</sup> and August 31<sup>st</sup>, may elect to retire the month they become first eligible. In order to receive such benefit, the Teaching Assistant must submit an irrevocable letter of retirement to the Superintendent of Schools no later than February 1<sup>st</sup> of the year of retirement. Individual contracts shall be signed by each teaching assistant electing the retirement incentive covering the District's obligations with regard to health insurance into retirement. (See Appendix F). Teaching Assistants who elect to retire subsequent to the July 1<sup>st</sup> following his/her becoming first eligible to retire from the New York State Teachers' Retirement System without penalty, shall be entitled to a District contribution of fifty-five (55%) of the premiums for individual coverage for eligible retirees and forty (40%) of the difference between premiums for individual and family coverage for retirees eligible for family coverage.

There shall only be two health insurance plans New York State Health Insurance Plan (NYSHIP) or Health Insurance of Greater NY (HIP) offered to all active employees as well as employees retiring from the District.

To be eligible for health insurance into retirement, the member must have ten (10) years of full-time service within the District.

B. Employees electing health insurance coverage must notify the District in writing on or before May 15<sup>th</sup> of each year for the following school year.

C. Coverage for employees shall not commence until they submit their application, and such application is processed, accepted, and approved in accordance with rules of the insurance carrier.

D. Teaching assistants who are eligible to receive health insurance coverage through the District may opt not to be covered by the District. Teaching assistants who elect not to be covered for health insurance by the District shall be entitled to receive one and xx/100 (\$1.00) dollar provided (subject to the provisions herein) the teaching assistant remains uncovered by the District for a period of twelve (12) consecutive months.

If a teaching assistant is uncovered from January through June but after June he/she is no longer covered because he/she is no longer employed by the District, the employee will receive a pro-rata share of the \$1.00. Payment of this pro-rata share will be made within thirty (30) days of termination.

Teaching assistants shall advise the District of their desire not to be covered no later than December 1<sup>st</sup> and coverage shall cease as of January 1<sup>st</sup>. Payments shall be made during the first pay period of the following January provided the declination has been in effect from the preceding January.

The declination of Health Insurance shall remain in force annually thereafter unless the teaching assistant(s) who have declined such coverage for a given year wish to re-enroll in the Health Insurance Program for the following year. Said teaching assistant(s) shall notify the District of such change no later than November 15<sup>th</sup> preceding the year in which they wish to reenter the plan. Such coverage shall take effect on January 1<sup>st</sup>.

Teaching assistants hired on or after January 1<sup>st</sup> may advise the District of their desire not to be covered by Health Insurance at any time in their first year. Such teaching assistants shall receive a prorata share of the \$1.00 provided the teaching assistant remains uncovered by the District through December of that same year. Thereafter, they shall be treated the same as all other teaching assistants declining coverage.

Nothing contained herein shall preclude a member of the unit from applying to reenter the District's plan at any time for reasons consistent with the rules of the District's flexible benefit plan and applicable law. Subject to the provisions referred to above relative to first year teaching assistants, in the event a teaching assistant reenters the plan within the first twelve (12) months, no payment shall be made. In the event a teaching assistant resumes health insurance coverage after the first twelve (12) months of declined coverage, but prior to the due date for their annual payments, no payments shall be made for the year in which the teaching assistant's declination was for less than twelve (12) months.

Nothing contained herein shall preclude a member of the unit who is not enrolled in the District's Flexible Benefit Plan from applying to reenter the District's plan at any time. Subject to the provisions referred to above relative to first year teaching assistants, in the event such a teaching assistant reenters the plan within the first twelve (12) months, no payment shall be made. In the event such a teaching assistant resumes health insurance coverage after the first twelve (12) months of declined coverage, but prior to the due date for their annual payments, no payments shall be made for the year in which the teaching assistant's declination was for less than twelve (12) months.

In the event a member seeks to reenter the District's Plan, the District shall request that the Plan waive any applicable waiting period.

In accordance with the rules and regulations of the Empire Plan, a teaching assistant who is employed by the District and whose spouse is employed by the District shall not be entitled to family coverage provided by the District, unless the maintenance of such plan is required to comply with a court order, judgment or legal separation.

With respect to those teaching assistants whose spouses are employed by the District, the teaching assistants will have the option of determining which spouse shall be covered by the District's Family Plan. In any event, the spouse who is no longer entitled to family coverage, has the option of individual coverage or a \$1.00 payment. Such payment will be made during the first pay period of the following January. Should such spouse be uncovered for less than one year, he/she shall receive a pro-rata share of the \$1.00 referred to herein.

A teaching assistant who thereafter is no longer covered by his-her spouse's coverage (e.g. death, divorce, loss of job, loss of coverage, etc.) shall be entitled to immediate reinstatement without any restrictions, without any cost to the individual except as referred to regarding contribution to premium and pre-existing conditions shall not in any way preclude full coverage.

Teaching assistants who lose coverage shall notify the District as soon as reasonably possible of their intent to re-enroll in the District's health insurance plan. Such reinstatement shall be immediate upon notice to the District.

Teaching assistants shall be entitled to reenter the District's Health Insurance plan to ensure coverage upon retirement.

#### 4. Life Insurance

The Employer shall provide a \$7500 term life insurance policy for all full-time employees in the unit.



5. Dental Insurance

Unit employees shall be permitted to enroll, at their own expense, in the Dental Plan available to District teachers, provided the rules of the Dental Plan permit such enrollment.

**ARTICLE XIII - WAGES**

1. Teaching Assistants shall be paid an annual salary according to the salary schedules attached to this contract.

Effective July 1, 2020: The 2019-20 salary schedule shall be increased by the State-issued tax levy limit based upon the consumer price index for all urban consumers (CPI-U) for the twelve (12) month period ending December 31, 2019, with a minimum of 1% and a maximum of 2% (i.e., 1.81%).

Effective July 1, 2021: The 2020-21 salary schedule shall be increased by the State-issued tax levy limit based upon the consumer price index for all urban consumers (CPI-U) for the twelve (12) month period ending December 31, 2020, with a minimum of 1% and a maximum of 2%.

Effective July 1, 2022: The 2021-22 salary schedule shall be increased by the State-issued tax levy limit based upon the consumer price index for all urban consumers (CPI-U) for the twelve (12) month period ending December 31, 2021, with a minimum of 1% and a maximum of 2%.

Effective July 1, 2023: The 2022-23 salary schedule shall be increased by the State-issued tax levy limit based upon the consumer price index for all urban consumers (CPI-U) for the twelve (12) month period ending December 31, 2022, with a minimum of 1% and a maximum of 2%.

Effective July 1, 2024: The 2023-24 salary schedule shall be increased by the State-issued tax levy limit based upon the consumer price index for all urban consumers (CPI-U) for the twelve (12) month period ending December 31, 2023, with a minimum of 1% and a maximum of 2%.

2. Teaching Assistants shall be placed upon the appropriate step on the salary schedule commensurate with his/her length of service in the District as a Teaching Assistant and his/her educational attainment, in accordance with present District policy as applied to movement of teachers for salary purposes.

3. A Teaching Assistant certified by the State Education Department in such capacity, who has taken six in-service credits beyond their high school diploma in order to achieve that certification shall be able to use those credits for salary advancement. These six (6) in-service credits shall be counted as undergraduate/graduate credit hours and not in-service credits.

4. In-service courses taken in the District may be used for horizontal salary advancement provided that such hours do not exceed one-half of the total of undergraduate/graduate course hours. In addition, employees may advance from HS+6 to HS+18 only for courses taken after December 31, 2005 and provided such courses have been previously approved by the Superintendent of Schools or his/her designee, who shall review such courses to determine job relatedness. This review shall not be arbitrary or capricious.

5. Adult Education Teacher Aide courses as recognized by New York State, shall be included in a Teaching Assistant's aggregate credit accumulation.

6. Teaching Assistants shall receive the following cumulative longevity payments:

After ten (10) years of service with the District - \$300

After fifteen (15) years of service with the District - \$350

After twenty (20) years of service with the District - \$450

Effective 2010-11, the District agrees to provide unit members credit for service in the District prior to service within the bargaining unit, for purposes of determining years of service with respect to longevity.

7. A non-elective tax sheltered annuity shall be established pursuant to section 403(b) of the Internal Revenue Code and Regulations, and in conformity with the District's plan, and contingent upon a separate Memorandum of Agreement regarding such annuity contributions entered into by the parties attached as Appendix C.

8. Individuals who possess the credentials to serve as a Registered Behavior Technician (“RBT”) may be assigned by the District to an RBT position. Any Teaching Assistant with the RBT credentials assigned to PRAISE (Promoting and Reinforcing the Acquisition of Independent Skill Effectively) or SELF (Social Emotional Learning Focus) class, or to an individual student for whom RBT is recommended by the Committee on Special Education shall be entitled to a stipend as set forth herein. The annual stipend for the regular school year (September through June) shall be One Thousand and xx/100 (\$1,000.00) Dollars, less withholdings (prorated for the period of assignment if less than a full school year). The annual stipend for the thirty (30) day summer assignment in July and August shall be Two Hundred and xx/100 (\$200.00) Dollars, less withholdings.

#### **ARTICLE XIV - JURY DUTY**

The District shall pay Teaching Assistants summoned to jury duty service the difference between the employee's daily salary and the juror fee, excluding travel expenses or mileage fees.

#### **ARTICLE XV - TEACHING ASSISTANT OBSERVATION AND EVALUATION**

1. The observation and evaluation report forms to be used with respect to Teaching Assistants are attached hereto as Appendices "D" and "E".

2. Teaching Assistants shall be observed two (2) times per year, and evaluated once per year. In the event a teaching assistant receives a "highly satisfactory" rating on her/his first observation

in a given school year, the Teaching Assistant is not required to be observed a second time, as determined by the Superintendent or her/his designee.

**ARTICLE XVI - NO STRIKE PLEDGE**

The Association affirms that it does not assert the right to strike against the District or any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike. The Association also affirms that it will faithfully represent all employees in the unit described above without regard to whether or not they are to remain members of the Association.

**ARTICLE XVII -TAYLOR LAW NOTICE**

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

**ARTICLE XVIII - EXTENDED SICK LEAVE**

Teaching assistants on tenure shall be eligible for extended sick leave beyond their accrued sick leave equivalent to twice the amount of accrued sick leave at the time of commencement of the extended illness with a minimum of ninety (90) working days and a maximum of one (1) school year, provided they meet the following eligibility requirements:

- A. A signed physician's note must be supplied by the employee to the Personnel Office attesting to the fact that the employee is under a doctor's care and will be unable to report to work because of health reasons for a minimum of twenty-five (25) calendar days.

B. Only employee illness which confines the employee to a hospital or his/her home will qualify (aside from office calls to his/her physician).<sup>1</sup>

C. The District's doctor must agree that the illness referred to in "B" requires confinement to home or hospital and that the employee will be unable to report to work because of health reasons for a minimum of twenty-five (25) calendar days.

D. In the event of a dispute between the District's doctor and the employee's doctor, they shall agree on a third doctor whose opinion shall be binding. The cost of the third doctor shall be paid by the District. In the event the doctors are unable to agree upon a third doctor, the employee may grieve the District's denial under the grievance procedure commencing at the Board of Education level.

E. Extended Sick Leave may not be used for Workers' Compensation cases.

F. Extended Sick Leave may be used only for the employee's personal illness.

G. In the event the District alleges an abuse by an employee on Extended Sick Leave, a committee composed of two (2) representatives of MCTA and two (2) representatives of the Superintendent and a fifth party mutually selected by the parties shall hear and adjudicate such alleged abuse. In the event the parties are unable to agree, the third party shall be selected from a list submitted by the American Arbitration Association.

H. Employees shall use their accrued sick leave prior to becoming eligible for Extended Sick Leave.

---

<sup>1</sup> Employees whose illness confines them to home, but requires prescribed therapy outside the home, may be covered by this policy if such prescribed therapy is required. In the event of a dispute between the District doctor and the teaching assistant's doctor, they shall agree on a third doctor whose opinion shall be binding. The cost of the third doctor shall be shared by the District and the teaching assistant.

I. Upon return from such leave, teaching assistants shall have their accumulated sick leave credited with one-third (1/3) of the number of accumulated days at the time of the commencement of the extended illness.

J. In the event an employee has exhausted his/her sick leave, and has an extended illness for more than ten (10) calendar days but less than twenty-five (25) calendar days, such employee may be placed on Extended Sick Leave provided he/she complies with all the other requirements listed above, and provided further:

1. that upon return from such leave, the employee shall have deducted from his/her "future" sick leave the days advanced by the District; and
2. the employee agrees that in the event he/she leaves the employ of the District prior to paying back the advanced days, he/she shall authorize the District to deduct from his/her final paychecks the amounts advanced by the District.

#### **ARTICLE XIX - EXTENDED DAY APPLIED BEHAVIORAL ANALYSIS PROGRAM**

The hourly rate to be paid to teaching assistants assigned to the extended day ABA Program shall be determined by applying the following formula:

$1/200^{\text{th}}$  of the teaching assistant staff's salary/number of hours in work day.

#### **ARTICLE XX -CHAPERONING**

The District will post chaperoning opportunities for Teaching Assistants at the time such opportunities are posted for Teachers. Appointments will be at the Administration's discretion, not subject to grievance. Nothing set forth in this Article shall be construed as altering any priority consideration Teachers may have with regard to chaperoning.

**ARTICLE XXI -PROFESSIONAL DEVELOPMENT**

Teaching Assistants shall be permitted to provide input into professional development opportunities offered at faculty meetings and Superintendent's Conference Days.

**ARTICLE XXII - DURATION OF AGREEMENT**

This Agreement shall be effective July 1, 2020, until June 30, 2025.

*Nancy Lemmon* 1/29/2021  
\_\_\_\_\_  
PRESIDENT (DATE)

MIDDLE COUNTRY  
TEACHING ASSISTANTS UNIT

*Karen Gibson* -  
\_\_\_\_\_  
PRESIDENT (DATE)

MIDDLE COUNTRY C.S.D.  
BOARD OF EDUCATION



NY Department of  
State-Division of  
Administrative  
Rules

Home Search Help ©



Welcome to the online source for the  
New York Codes, Rules and Regulations

8 NY ADC 80-5.6

8 NYCRR 80-5.6

8 N.Y. Comp. Codes R. & Regs. 80-5.6

OFFICIAL COMPILATION OF CODES, RULES AND REGULATIONS OF THE STATE OF NEW YORK  
TITLE 8. EDUCATION DEPARTMENT  
CHAPTER II. REGULATIONS OF THE COMMISSIONER  
SUBCHAPTER C. TEACHERS

PART 80. REQUIREMENTS FOR TEACHERS' CERTIFICATES AND TEACHING PRACTICE  
SUBPART 80-5. REQUIREMENTS RELATING TO CLASSROOM TEACHING AND EDUCATIONAL  
LEADERSHIP PRACTICE AND SPECIALIZED CREDENTIALS

Current through April 30, 2011

\* Section 80-5.6.\* Supplemental school personnel.

(a) Teacher aide. A teacher aide may be assigned by the board of education to assist teachers in such nonteaching duties as:

- (1) managing records, materials and equipment;
- (2) attending to the physical needs of children; and
- (3) supervising students and performing such other services as support teaching duties when such services are determined and supervised by teacher.

(b) Teaching assistant.

(1) Description and duties.

(i) Description. A teaching assistant is appointed by a board of education to provide, under the general supervision of a licensed or certified teacher, direct instructional service to students.

(ii) Duties.

(a) Teaching assistants assist teachers by performing duties such as:

- (1) working with individual pupils or groups of pupils on special instructional projects;
- (2) providing the teacher with information about pupils that will assist the teacher in the development of appropriate learning experiences;
- (3) assisting pupils in the use of available instructional resources, and assisting in the development of instructional materials;
- (4) utilizing their own special skills and abilities by assisting in instructional programs in such areas as: foreign languages, arts, crafts, music and similar subjects; and
- (5) assisting in related instructional work as required.

(b) Teaching assistants who hold the pre-professional teaching assistant certificate shall have the same scope of practice as other teaching assistants, in accordance with the duties prescribed in clause (a) of this subparagraph. Within that scope of practice, teaching assistants holding a pre-professional teaching assistant certificate may, at the discretion of the employing district, and while under the general supervision of a teacher, perform such duties as:

- (1) working with small groups of children so the teacher can work with a large group or individual children;
- (2) helping a teacher to construct a lesson plan;
- (3) presenting segments of lesson plans, as directed by the teacher;
- (4) communicating with parents of students at a school site or as otherwise directed by a teacher; and



- (5) helping a teacher to train other teaching assistants.
- (2) Licensure and certification requirements.
- (i) The requirements of this subparagraph shall be applicable in the event that an application has been submitted to the department on behalf of the candidate on or before February 1, 2004 for either the temporary license or continuing certificate, and upon application the candidate qualifies or has qualified for the credential; and for candidates who do not meet this condition, the requirements of subparagraph (ii) of this paragraph apply. Any such candidate employed as a teaching assistant shall hold one of the following credentials:
- (a) Temporary license. Upon application of a superintendent of schools, a temporary license as a teaching assistant may be issued to a person having the qualifications defined in subclause (1) of this clause:
- (1) Preparation. The candidate shall have completed a four-year high school program or its equivalent. Such study shall be supplemented by training and experience appropriate to the position in question.
  - (2) The application for this license shall be filed on forms prescribed by the commissioner and shall include the following information: the name and address of the candidate; the candidate's education; related teaching, administrative and/or supervisory experience; occupational and/or practical experience; and other unusual qualifications; a description of the teaching assistant's duties; a description of how the teaching assistant will be supervised; a description of the employing school district's in-service training program for teaching assistants and the professional staff utilizing such personnel; and a description of the district's plan for using teaching assistants.
  - (3) Time validity. The temporary license shall be valid for one year from its effective date. No more than two temporary licenses may be issued to the same individual.
- (b) Continuing certificate. Upon application of a superintendent of schools, a continuing certificate as a teaching assistant may be issued to a person having the qualifications defined in subclauses (1) and (2) of this clause:
- (1) Preparation. The candidate shall have completed six semester hours of appropriate collegiate study in or related to the field of elementary and/or secondary school service at a regionally accredited institution of higher education or at an institution approved by the department. The commissioner may approve alternative preparation as required in this paragraph.
  - (2) Experience. The candidate shall have completed one year of experience as a licensed teaching assistant or as a certified teacher in an approved school.
  - (3) Time validity. The continuing certificate shall be valid continuously, except when the holder thereof has not been regularly employed as a teaching assistant in the public schools of New York for a period of five consecutive years, in which case the validity of the certificate shall lapse.
- (ii) The requirements of this subparagraph shall apply to candidates who apply on or after February 2, 2004 for a credential to work as a teaching assistant. The candidate shall apply to the department for the certificate.
- (a) Level I teaching assistant certificate.
- (1) Preparation. The candidate shall meet the requirements in each of the following items:
    - (i) Education. The candidate shall have attained a high school diploma or its equivalent.
    - (ii) Examination. The candidate shall submit evidence of having achieved a satisfactory level of performance on the New York State assessment of teaching assistant skills.
  - (2) Time validity. The certificate shall be valid for three years from its effective date. The certificate shall be renewable on one occasion only for three years, except for a certificate that already has been renewed once for a one-year term which may be renewed on one additional occasion only for three years, provided that for a certificate to be renewed the candidate must submit to the department adequate evidence substantiating that the candidate has a commitment for employment in a teaching assistant position under the level I teaching assistant certificate. For individuals called to active duty, the validity period of the level I teaching assistant certificate may be extended by the commissioner for a candidate called to active duty in the Armed Forces for the period of active service and an additional 12 months from the end of such service.
- (b) Level II teaching assistant certificate.
- (1) Preparation. The candidate shall meet the requirements in each of the following items:
    - (i) Education. The candidate shall have attained a high school diploma or its equivalent. In addition, the candidate who applies for the certificate on or before February 1, 2007, shall be required to have successfully completed a total of at least six semester hours of collegiate study acceptable toward meeting the requirements for an associate or baccalaureate degree

and the candidate who applies for the certificate after February 1, 2007 shall be required to have successfully completed a total of at least nine semester hours of such collegiate study.

(II) Examination. The candidate shall submit evidence of having achieved a satisfactory level of performance on the New York State assessment of teaching assistant skills.

(III) Experience. The candidate shall submit adequate evidence substantiating satisfactory employment as a teaching assistant for one school year under a level I teaching assistant certificate or under a temporary license authorizing employment as a teaching assistant.

(2) Time validity. The certificate shall be valid for three years from its effective date and shall not be renewable, except that the validity period of the level II teaching assistant certificate may be extended by the commissioner for a candidate called to active duty in the Armed Forces for the period of active service and an additional 12 months from the end of such service.

(c) Level III teaching assistant certificate.

(1) Preparation. The candidate shall meet the requirements in each of the following items:

(I) Education. The candidate shall have attained a high school diploma or its equivalent and successfully completed a total of at least 18 semester hours of collegiate study acceptable toward meeting the requirements for an associate or baccalaureate degree.

(II) Examination. The candidate shall submit evidence of having achieved a satisfactory level of performance on the New York State assessment of teaching assistant skills.

(III) Experience. The candidate shall submit adequate evidence substantiating satisfactory employment as a teaching assistant for one school year under a level I teaching assistant certificate or a level II teaching assistant certificate or under a temporary license authorizing employment as a teaching assistant.

(2) Validity of certificate and professional development requirement. The level III teaching assistant certificate shall be continuously valid, provided that the professional development requirement prescribed in section 80-3.6 of this Part is met. The holder of the certificate shall be required to meet such professional development requirement to maintain the continued validity of the certificate, except the commissioner may reduce the professional development requirement for a holder called to active duty in the Armed Forces so that the holder is not required to complete professional development for the time in active service.

(d) Pre-professional teaching assistant certificate.

(1) Preparation. The candidate shall meet the requirements in each of the following items:

(i) Education. The candidate shall have attained a high school diploma or its equivalent, successfully completed a total of at least 18 semester hours of collegiate study acceptable toward meeting the requirements for an associate or baccalaureate degree, and be matriculated in a program registered as leading to teacher certification pursuant to section 52.21 of this Title, or its equivalent, or in a program with an articulation agreement with such a program.

(ii) Examination. The candidate shall submit evidence of having achieved a satisfactory level of performance on the New York State assessment of teaching assistant skills.

(iii) Experience. The candidate shall submit adequate evidence substantiating satisfactory employment as a teaching assistant for one school year under a level I teaching assistant certificate, a level II teaching assistant certificate, or a level III teaching assistant certificate, or under a temporary license or continuing certificate authorizing employment as a teaching assistant.

(2) Validity of certificate and renewal of certificate. The certificate shall be valid for five years from its effective date, at which time it must be renewed to be valid. In order to be renewed, the holder of the certificate shall demonstrate matriculation in a program registered as leading to teacher certification pursuant to section 52.21 of this Title, or its equivalent, or in a program with an articulation agreement with such a program, and completion during the five-year period in which the certificate is held of 30 semester hours of coursework in such a program. For individuals called to active duty in the Armed Forces, the validity period for a pre-professional teaching assistant certificate and any renewal of such certificate may be extended by the commissioner for the time of active service and an additional 12 months from the end of such service.

(c) Visiting lecturer.

(1) Upon application of a superintendent of schools, a time-limited license as visiting lecturer may be issued to a person having unusual qualifications in a specific subject to supplement the regular program of instruction.

(2) The request shall be submitted on forms prescribed by the commissioner and shall include the following information:

(i) the name and address of the candidate;

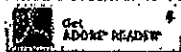
(ii) the specific subject for which the license is to be issued;

- (iii) the institutions attended by the candidate, major subject field, degrees or number of semester hours earned, and dates of degrees;
  - (iv) the candidate's experience pertinent to the unusual qualifications;
  - (v) the program to be supplemented; and
  - (vi) the extent of service to be rendered by the visiting lecturer.
- (3) Time validity. The license shall be valid for one year from its effective date.
- (d) Authorization for supplementary service in areas for which no certificate exists.
- (1) Upon the approval of the commissioner, a permit may be granted to a school district for employment of a qualified person for a position in the public schools for which no certificate currently exists. The superintendent of schools applying for such authorization shall submit:
- (i) a detailed job description outlining the nature of the position;
  - (ii) a statement of the qualifications which are deemed necessary for candidates for the position; and
  - (iii) a listing of the candidate or candidates holding the necessary qualifications and eligible for appointment to the position if the permit is granted.
- (2) Time validity. A permit granted pursuant to this subdivision shall be valid for employment in the district for which it is granted for a period not to exceed two years unless further extended by the commissioner for intervals not to exceed five years.

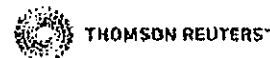
8 NY ADC 80-5.6  
8 NY ADC 80-5.6  
2008 WL 75115964  
8 NY ADC 80-5.6

END OF DOCUMENT

© 2011 Thomson Reuters. No Claim to Orig. U.S. Govt. Works.  
Adobe Reader is required to view PDF images.



Westlaw, part of Thomson Reuters  
© 2011 West | [Privacy](#) | [Accessibility](#)



**Teaching Assistant**  
**1.81% INCREASE 2020-2021 Salary Schedule**  
**Appendix B-1**

<u>STEP</u>	<u>HS + 6</u>	<u>HS + 18</u>	<u>HS + 30</u>	<u>HS + 60</u>	<u>HS + 120</u>
2	21,224	21,731	22,236	23,253	25,269
3	22,800	23,342	23,884	24,973	27,150
4	24,375	24,955	25,537	26,698	29,023
5	25,947	26,566	27,186	28,418	30,891
6	27,526	28,178	28,832	30,144	32,773
7	29,100	29,789	30,479	31,871	34,646
8	30,670	31,403	32,135	33,593	36,518
9	32,249	33,016	33,784	35,320	38,389
10	33,825	34,628	35,431	37,043	40,263
11	35,687	36,492	37,292	38,906	42,123

**Teaching Assistant**  
**1.23% INCREASE 2021-2022 Salary Schedule**  
**Appendix B-2**

<u>STEP</u>	<u>HS + 6</u>	<u>HS + 18</u>	<u>HS + 30</u>	<u>HS + 60</u>	<u>HS + 120</u>
2	21,485	21,999 -	22,509 -	23,539 -	25,580
3	23,080	23,629 -	24,178 -	25,280 -	27,484
4	24,675	25,262 -	25,851 -	27,026 -	29,380
5	26,266	26,893 -	27,521 -	28,768 -	31,271
6	27,864	28,524 -	29,187 -	30,514 -	33,176
7	29,458	30,155 -	30,854 -	32,263 -	35,073
8	31,048	31,789 -	32,531 -	34,006 -	36,967
9	32,646	33,422 -	34,199 -	35,754 -	38,861
10	34,241	35,054 -	35,867 -	37,498 -	40,758
11	36,126	36,941 -	37,751 -	39,384 -	42,641

<p><b>Teaching Assistant</b>  <b>2.00% INCREASE 2022-2023 Salary Schedule</b>  <b>Appendix B-3</b></p>
--

STEP	HS + 6	HS + 18	HS + 30	HS + 60	HS + 120
2	21,915	22,439 -	22,959 -	24,010 -	26,092
3	23,542	24,102 -	24,662 -	25,786 -	28,034
4	25,169	25,767 -	26,368 -	27,567 -	29,968
5	26,791	27,431 -	28,072 -	29,343 -	31,897
6	28,421	29,094 -	29,771 -	31,124 -	33,840
7	30,047	30,758 -	31,471 -	32,908 -	35,774
8	31,669	32,425 -	33,182 -	34,686 -	37,707
9	33,299	34,090 -	34,883 -	36,469 -	39,638
10	34,926	35,755 -	36,584 -	38,248 -	41,573
11	36,849	37,680 -	38,506 -	40,172 -	43,494

**Teaching Assistant**  
**2.00% INCREASE 2023-2024 Salary Schedule**  
**Appendix B-3**

<b>LEVEL</b>	<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>	<b>(5)</b>
<b>STEP</b>	<b>HS + 6</b>	<b>HS + 18</b>	<b>HS + 30</b>	<b>HS + 60</b>	<b>HS + 120</b>
2	22,353	22,888 -	23,418 -	24,490 -	26,614
3	24,013	24,584 -	25,155 -	26,302 -	28,595
4	25,672	26,282 -	26,895 -	28,118 -	30,567
5	27,327	27,980 -	28,633 -	29,930 -	32,535
6	28,989	29,676 -	30,366 -	31,746 -	34,517
7	30,648	31,373 -	32,100 -	33,566 -	36,489
8	32,302	33,074 -	33,846 -	35,380 -	38,461
9	33,965	34,772 -	35,581 -	37,198 -	40,431
10	35,625	36,470 -	37,316 -	39,013 -	42,404
11	37,586	38,434 -	39,276 -	40,975 -	44,364

<p><b>Teaching Assistant</b>  <b>2.00% INCREASE 2024-2025 Salary Schedule</b>  <b>Appendix B-3</b></p>
--

<b>STEP</b>	<b>HS + 6</b>	<b>HS + 18</b>	<b>HS + 30</b>	<b>HS + 60</b>	<b>HS + 120</b>
2	22,800	23,346	23,886	24,980	27,146
3	24,493	25,076	25,658	26,828	29,167
4	26,185	26,808	27,433	28,680	31,178
5	27,874	28,540	29,206	30,529	33,186
6	29,569	30,270	30,973	32,381	35,207
7	31,261	32,000	32,742	34,237	37,219
8	32,948	33,735	34,523	36,088	39,230
9	34,644	35,467	36,293	37,942	41,240
10	36,338	37,199	38,062	39,793	43,252
11	38,338	39,203	40,062	41,795	45,251



## APPENDIX C

3/2/13

### MEMORANDUM OF AGREEMENT

THIS AGREEMENT is entered into as of the 16<sup>th</sup> day of May, 2013, by and between the MIDDLE COUNTRY CENTRAL SCHOOL DISTRICT ("Employer") and the MIDDLE COUNTRY TEACHERS ASSOCIATION (NYSUT, AFT, AFL-CIO), TEACHING ASSISTANTS UNIT ("Teaching Assistants Unit").

Effective July 1, 2012 to June 30, 2014, the agreement between the Employer and the Teaching Assistants Unit shall be constituted as follows:

1. **Participation.** Employees will be provided with the opportunity to participate in the District's 403(b) (non-elective) tax deferred annuity program.
2. **No Cash Option.** No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contributions described herein.
3. **Contribution Limitations.** In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Internal Revenue Code (hereinafter "Code" or "Internal Revenue Code"), as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to a former employee's 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b) of the Code and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.

In the event that the calculation of the Employer Non-elective contribution referenced in any of the preceding paragraphs exceeds the applicable Contribution Limits, the excess amount shall be addressed by the Employer as follows:

- A. For all employees in the New York State Teachers' Retirement System ("TRS") with a membership date before June 17, 1971<sup>1</sup>, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution

---

<sup>1</sup> **Explanation for TRS Categories:** Under *Education Law* § 501(11)(a), the calculation of a pre-June 17, 1971 TRS Tier I member's last five years final average salary (upon which a member's life-time pension is, in part, calculated) includes any non-ordinary income (such as termination pay) which is received as compensation prior to December 31<sup>st</sup> of the year of retirement. Thus, such a member would benefit from receiving, as compensation, in their final year of employment that portion of the Employer Non-elective contribution, which is in excess of the maximum Contribution Limits of IRC §415.

The final average salary of all other members of the TRS (i.e. all TRS members with a membership date on or after June 17, 1971) may not include any form of Termination Pay; therefore, the Employer's post-retirement payment into the employee's 403(b) account of that portion of the Employer Non-elective Contribution, which is in excess of the maximum Contribution Limits of IRC §415, is more advantageous for those members.

Limits of the *Internal Revenue Code* are fully met through payment of the Employer's Non-Elective Contribution; and

- B. For all employees in the New York State Teachers' Retirement System ("TRS") with a membership date in the TRS on or after June 17, 1971, irrespective of Tier, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code*. To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit, such excess shall be reallocated to the Employee by January 15<sup>th</sup> of the following year as an Employer Non-elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and by January 15<sup>th</sup> of each subsequent year for up to five (5) years after the year of the Employee's employment severance, or until such time as the Employer Non-elective Contribution is fully deposited into the Employee's 403(b) account. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the *Internal Revenue Code*.
4. **403(b) Accounts.** Upon receipt from the Employer of its payroll and withholding information detailing the amount of each eligible employee's 403(b) elective contribution and each employee's includible compensation, the Employer will calculate the amount of the Employer Non-elective contribution as certified by the District's 403(b) compliance firm under this MOA for each such employee in order that the Contribution Limits under Section 415(c) of the Code are not exceeded. The Employer Non-Elective contributions shall be deposited, in the name of the employee, without any charge, fee or expense being assessed by ING Life Insurance and Annuity Company ("ILLAC") upon the Employer.
  5. **Tier I Adjustments.** Tier I members with membership dates prior to June 17, 1971, the Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System for teaching employees.
  6. This MOA shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Unit and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as close as possible, to the original intent of the parties.
  7. This MOA shall further be subject to an agreement between the District and ILLAC in a form that is provided by the District's third party administrator OMNI (or other such firm) acceptable to the District, the approval of ILLAC, which shall review the MOA solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*.
  8. Both the Employer and Employee(s) are responsible for providing accurate information to the 403-b provider or the District's compliance firm. This information includes the Employee(s)' Elective, the Employer Non-Elective Contributions, and the amount of the Employee(s)' includible Compensation.

**9. Payment for Unused Sick Leave Entitlement**

The provisions of Article VII of the collective bargaining agreement between the Employer and Teaching Assistants Unit shall be subject to this memorandum pursuant to the following:

- a. No employee shall be able to receive payment for accumulated unused sick leave as additional compensation.
- b. The entitlements shall be otherwise subject to the provisions of Article VII of the collective bargaining agreement, except that all said entitlements shall be contributed on a non-elective basis in accordance with the applicable rules of the Internal Revenue Service, and the New York State Teachers' Retirement System.
- c. **403(b) Accounts.** Upon receipt from the Employer of its payroll and withholding information detailing the amount of each eligible employee's 403(b) elective contribution and each employee's includible compensation, the Employer will calculate the amount of the Employer Non-elective contribution as certified by the District's 403(b) compliance firm under Article VII of the collective bargaining agreement for each such employee in order that the Contribution Limits under Section 415(c) of the Code are not exceeded. The Employer Non-Elective contributions shall be forwarded to the District's third party administrator OMNI (or other such firm) acceptable to the District, for further deposit in the name of the employee with ILLAC, without any charge, fee or expense being assessed by ILLAC upon the Employer.
- d. Nothing set forth in this agreement shall constitute a representation by the District to the effect that the New York State Teachers' Retirement System shall deem any contribution as eligible to be included in the calculation of final average salary for retirement purposes.
- e. The Middle Country Central School District further makes no representation that the contributions referred to herein are in accordance with Federal or State law or the rules and regulations of the Internal Revenue Service.

10. This agreement is subject to ratification by the membership of the Teaching Assistants Unit, and approval by the Board of Education.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 16<sup>th</sup> day of May, 2013.

MIDDLE COUNTRY CENTRAL  
SCHOOL DISTRICT

MIDDLE COUNTRY TEACHERS  
ASSOCIATION, TEACHING  
ASSISTANTS UNIT

By   
KAREN LESSLER

By 

President, Board of Education

President

80-20-149999 - Amended 403(b) Agreement re Middle Country Teaching Assistants

**APPENDIX D**  
**MIDDLE COUNTRY CENTRAL SCHOOL DISTRICT at CENTEREACH**  
**TEACHING ASSISTANT OBSERVATION AND CONFERENCE REPORT**

Teaching Assistant Visited  
Area and/or Grade:  
Title of Activity:

Probationary  
Time Started:

Tenure  
Time Ended:  
Date:

(Any rating of other than "Satisfactory" will require an appropriate comment under Item 4.)

1. Summary of Activities:

2. Knowledge of Subject Matter

Highly Satisfactory     Satisfactory     Needs Improvement     Unsatisfactory

Student Participation (where applicable)

Highly Satisfactory     Satisfactory     Needs Improvement     Unsatisfactory

Use of Materials

Highly Satisfactory     Satisfactory     Needs Improvement     Unsatisfactory

Control and Management

Highly Satisfactory     Satisfactory     Needs Improvement     Unsatisfactory

Provision for Individual Differences (where applicable)

Highly Satisfactory     Satisfactory     Needs Improvement     Unsatisfactory

2A. Comments

3. Strong Points of Activity:

4. Specific Suggestions for Improvement:

Observer \_\_\_\_\_

Title: \_\_\_\_\_ Date of Conference \_\_\_\_\_

Teaching Assistant's Comments

Date \_\_\_\_\_ Teaching Assistant's Signature \_\_\_\_\_

cc: Deputy Superintendent for Instruction  
Principal  
Teaching Assistant

**APPENDIX E**  
**MIDDLE COUNTRY CENTRAL SCHOOL DISTRICT at CENTEREACH**  
**TEACHING ASSISTANT EVALUATION REPORT**

NAME  
 SCHOOL  
 SUBJECT/AREA

TENURE

DATE  
 PROBATIONARY

The following ratings were arrived at after formal classroom and other pertinent observations. They are considered and reviewed here in order for this process to be of value to you in improving your performance. (DNA may be used where appropriate.)

	HIGHLY SATIS- FACTORY	SATIS- FACTORY	IMPROVE- MENT NEEDED	UNSATIS- FACTORY	DNA	COMMENTS
RELATIONSHIPS						
a. with pupils						
b. with colleagues						
c. with supervisors						
PERFORMANCE						
a. presents prescribed curriculum						
b. students participation						
c. use of materials/media						
d. control & management						
e. provision for individual differences						
DEPENDABILITY Punctuality (reports, records, meetings, etc.)						
ATTITUDE						
OVERALL EVALUATION						

(Referring to the above five sections, any item with below a satisfactory rating must be accompanied by a comment by the evaluator.)

**EVALUATOR COMMENTS**

This report represents my best judgment of your service during the period reported.

DATE \_\_\_\_\_ SIGNED \_\_\_\_\_

**TEACHING ASSISTANT COMMENTS**

I have reviewed this report and I have been given the opportunity to discuss it with my principal/supervisor. My signature does not necessarily mean I agree with the report.

DATE \_\_\_\_\_ SIGNED \_\_\_\_\_

Teaching Assistant

cc: Deputy Superintendent for Instruction  
 Principal  
 Teaching Assistant

**APPENDIX "F"**  
**TEACHING ASSISTANT RETIREMENT INCENTIVE CONTRACT**

Contract entered into between \_\_\_\_\_ and the Middle Country Central School District this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WHEREAS, the District recognizes the long service of \_\_\_\_\_.

WHEREAS, after careful consideration \_\_\_\_\_ has submitted an irrevocable letter of retirement and retired from his/her position as a teaching assistant in the District, pursuant to the "retirement incentive" provision of Paragraph 12 of the 2020-2025 collective bargaining agreement between the District and Middle Country Teachers Association – Teaching Assistants Unit. \_\_\_\_\_ certifies that he/she has carefully reviewed all applicable provisions of the retirement incentive and has had ample opportunity to consider his/her alternatives, including the opportunity to confer with counsel.

\_\_\_\_\_ states that he/she has freely entered into the retirement incentive and has not in any way been coerced or encouraged to participate in the incentive. \_\_\_\_\_ waives all claims of discrimination including but not limited to those based on age, against the District or Middle Country Teachers Association – Teaching Assistants Unit by entering into this contract.

The District recognizes its obligation to contribute one hundred percent (100%) of the health insurance premiums for individual coverage for the life of \_\_\_\_\_ and 50% of the difference between the premium for individual and family coverage for the dependents of \_\_\_\_\_ eligible for family coverage.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date