AGREEMENT

Between The

Binghamton City School District

And The

Binghamton Teachers' Association
Licensed Teaching Assistants Unit

2019-2023
# TABLE OF CONTENTS

PREAMBLE .................................................................................................................. 1
ARTICLE I – RECOGNITION ......................................................................................... 1
ARTICLE II – SUBSTITUTES ....................................................................................... 1
ARTICLE III – COMMITTEE ELIGIBILITY/VACANCIES/TRANSFER PROCESS/SENIORITY ......................................................................................................................... 2
ARTICLE IV – STAFF DEVELOPMENT COMMITTEE .................................................. 4
ARTICLE V – QUALIFICATIONS UNDER TITLE I ....................................................... 4
ARTICLE VI – PERFORMANCE OF DUTIES ............................................................. 4
ARTICLE VII – EVALUATION AND SUPERVISION .................................................. 5
ARTICLE VIII – STUDENT DISCIPLINE ................................................................. 6
ARTICLE IX – WORK YEAR / WORKDAY .................................................................. 6
ARTICLE X – LEAVES OF ABSENCE ....................................................................... 7
ARTICLE XI – SICK LEAVE BANK .......................................................................... 9
ARTICLE XII – TAX SHELTERED ANNUITIES AND FINANCIAL INSTITUTIONS .... 10
ARTICLE XIII – PERSONAL INJURY BENEFITS .................................................... 10
ARTICLE XIV – DUES DEDUCTION ........................................................................ 10
ARTICLE XV – PAYROLL POLICY .......................................................................... 12
ARTICLE XVI – PROTECTIONS .............................................................................. 12
ARTICLE XVII – BENEFITS .................................................................................... 13
ARTICLE XVIII – COMPENSATION ..................................................................... 17
ARTICLE XIX – MANAGEMENT RIGHTS ................................................................. 18
ARTICLE XX – GRIEVANCE PROCEDURE ............................................................... 19
ARTICLE XXI – MISCELLANEOUS PROVISIONS .................................................... 21
ARTICLE XXII – LABOR/MANAGEMENT COMMITTEE ......................................... 21
ARTICLE XXIII – RETIREMENT SERVICE AWARD .............................................. 22
ARTICLE XXIV – SUPPORT NETWORK ................................................................. 24
ARTICLE XXV – DURATION OF AGREEMENT ....................................................... 24
APPENDIX A – WORKING AS A SUBSTITUTE - SECONDARY ............................... 25
APPENDIX B – WORKING AS A SUBSTITUTE – ELEMENTARY ............................. 26
APPENDIX C – HEALTH INSURANCE BENEFITS ................................................ 27
PREAMBLE

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

THIS AGREEMENT IS MADE AND ENTERED INTO on this 2nd day of June of 2020 by and between the City School District of the City of Binghamton, New York, and the Binghamton Teachers’ Association.

ARTICLE I – RECOGNITION

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

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

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

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

ARTICLE II – SUBSTITUTES

A. If the District determines in its sole discretion there exists a need for a substitute, licensed teaching assistants shall not be responsible for obtaining his/her own substitutes. This shall be the responsibility of the administration of the School District.

B. Due to the nature and importance of their assignments, unit members may only be assigned substitute teaching duties on a voluntary basis. Exceptions may be made in cases of emergencies. “Emergencies” shall be defined as unforeseen, last minute teacher absences that would cause an immediate lapse of classroom coverage.
1. Situations that warrant emergency coverage and the assignment of a teaching assistant's coverage include the lack of sufficient substitute coverage when a teacher is scheduled to be absent to attend:
   a) school business that is out of the BT-BOCES region, or professional development for which the District has made a financial commitment. In planning said business and professional development, the District will take into account the availability of substitutes and the number of teachers to be absent to attend these events so as not to create an undue burden on a bargaining unit member by being assigned to cover teachers' classes, and
   b) Shared Leadership Team (SLT) meetings.

2. Other than SLT meetings, a teacher’s absence to attend to local school business or locally provided professional development does not constitute an emergency situation for the purposes of this article. In the event that a substitute is not available to cover a teacher absent for said local business or locally provided professional development, the teacher will be called back to his/her classroom assignment.
To the extent possible, “emergency” duty shall be assigned on a rotating basis among available unit members. Unit members choosing not to perform substitute teaching duties (non-emergency) shall incur no reprisals.
To the extent possible, “emergency” duty shall be assigned on a rotating basis among available unit members. Unit members choosing not to perform substitute teaching duties (non-emergency) shall incur no reprisals.

Article II, Section B.1. shall sunset on June 30, 2023.

C. When a unit member substitutes for any portion of a day greater than thirty (30) minutes, the member shall be paid an additional seven dollars ($7) per hour for said portion of the day that the member is performing the duties of a substitute. Said hours shall be rounded to the quarter hour. Effective July 1, 2020 hourly rate for substituting shall be an additional seven dollars and fifty cents ($7.50). Effective July 1, 2022 hourly rate for substituting shall be an additional eight dollars ($8.00).

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

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

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

C. Any licensed teaching assistants who desire to apply for any such vacancy so listed shall submit their applications in writing to the Superintendent or his/her designee.
D. Qualifications and seniority shall be the sole factors in determining transfers. All qualifications being deemed equal, seniority shall be the sole determining factor in determining transfers.

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

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

G. Full-time service as a probationary or tenured teaching assistant from the beginning to the end of a school year shall result in credited service time to the teaching assistant of ten (10) months.

H. There shall be no credit for part-time service except that if a permanently appointed full-time teaching assistant thereafter takes a part-time position at the request of the District, credited service time shall continue to accrue as if the teaching assistant were full-time, provided, however, if such a teaching assistant is thereafter requested to take full-time and the teaching assistant refuses, no further credited service time will accrue although prior credited service time will not be forfeited.

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

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

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

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

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

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

N. If service commenced at any time on or before the 15th day of any month, and service is not terminated within the same month, then a full month of credited service time shall be awarded. If service ends at any time after the 15th day of any month, a full month of credited service time shall be awarded.
In the event of a tie in length of credited service time, the tie will be broken in the following descending order:

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

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

ARTICLE IV – STAFF DEVELOPMENT COMMITTEE

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

ARTICLE V – QUALIFICATIONS UNDER TITLE I

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

ARTICLE VI – PERFORMANCE OF DUTIES

Any and all work traditionally performed by members of the bargaining unit shall continue to be performed by bargaining unit members. The duties of a licensed teaching assistant assigned to provide direct student instruction and other student support services may include any or all of the following:

- Working with individual pupils or groups of pupils on special instructional projects;

- Providing the teacher with information about pupils that will assist the teacher in the development of appropriate learning experiences;

- Assisting pupils in the use of available instructional resources, and assisting in the development of instructional materials;
- Utilizing his/her own special skills and abilities by assisting in instructional programs
- Assisting in related instructional work as required.
- Scoring students’ work based upon a teacher-provided objective scoring key or rubric.

Communication with parents, if needed, should be facilitated through the supervising teacher.

Licensed teaching assistants shall not be assigned the tasks of evaluating students or completing report cards or interim student progress reports. When a licensed teaching assistant is assigned the duties of providing direct student instruction and other student support services, said duties shall be under the general supervision of the licensed or certified teacher with final approval by the building administrator. At no time shall the LTA be required to provide the instructional plans or the support materials. Instructional plans and support materials shall be provided by the supervising teacher and made accessible to the LTA.

**ARTICLE VII – EVALUATION AND SUPERVISION**

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

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

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

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

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

E. Following any formal evaluations, a conference shall be held with the licensed teaching assistant and the licensed teaching assistant shall review the observer’s assessment of his/her performance. Also, the licensed teaching assistant will be provided upon request with a copy of any written report of the evaluation and will have the right to a conference when such a report is to be made a part of the licensed teaching assistant’s personnel file.
F. Licensed teaching assistants will have the right to review, upon request to the Superintendent, the contents of their personnel files and may be permitted by the Superintendent to make copies of documents in it and pay for copies per District policy. The licensed teaching assistant may request a representative of the Binghamton Teachers’ Association to accompany him/her during the review. Licensed teaching assistants will indicate the fact that they have reviewed the contents by signing a written statement acknowledging such a review.

ARTICLE VIII – STUDENT DISCIPLINE

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

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

C. BUILDING EVACUATION - In the event that any school building is evacuated in whole or in part by reason of any report or threat of damage thereto by bomb, fire or other lethal instrument or incident, no teaching assistant will be required to participate in any search for such lethal or destructive instrument. Teaching assistants may voluntarily participate in such searches.

D. PROBLEM PUPILS - Teaching Assistants often work one on one with emotionally disturbed pupils and pupils presenting severe disciplinary problems which may impede the educational progress of the entire class and should be notified to the extent possible by law of the students’ conditions/behaviors so as to assist these students in a safe yet effective manner.

ARTICLE IX – WORK YEAR / WORKDAY

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

B. Elementary and Middle school shall have a 6 hour work day plus 1 hour duty free lunch to be scheduled to begin no sooner than 10:45 AM and end no later than 2:00 pm. The High School shall have a 6 hour work day plus a 45 minute duty free lunch to be scheduled to begin no sooner than 10:45 AM and end no later than 2:00 PM. The District shall have the right to alter hours subject to collective bargaining.
C. Generally, each licensed teaching assistant assigned to provide direct student instruction and other student support services will be given one hundred (100) minutes per week of time free from student supervision to use for collaborating with teachers and preparation for his/her professional duties.

D. In the event that the professional and/or supervisory services of a licensed teaching assistant are required extending the workday and/or work year, said work shall be paid at time and one-half (1.5). A licensed teaching assistant shall be paid the per diem hourly rate of his/her contractual wages for work in programs that occur outside the workday.

E. After the required number of faculty meetings are attended (4 mtgs./year), the building principal may approve a unit member to attend more than four (4) faculty meetings for compensation. To receive compensation, a LTA extra hour form must be submitted to the principal for approval. Compensation shall be at the member’s regular rate of pay.

F. A licensed teaching assistant shall be paid the per diem rate of his/her contractual wages for summer work, including summer school and professional development. Acceptance of summer work shall be voluntary.

G. A licensed teaching assistant shall be paid the per diem hourly rate of his/her contractual wages for voluntary work during the lunch hour up to the following maximum hourly rate:

<table>
<thead>
<tr>
<th></th>
<th>2019-20</th>
<th>2020-21</th>
<th>2021-22</th>
<th>2022-23</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rate</td>
<td>$20.34</td>
<td>$20.58</td>
<td>$20.83</td>
<td>$21.08</td>
</tr>
</tbody>
</table>

ARTICLE X – LEAVES OF ABSENCE

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

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

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

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

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

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

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

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

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

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

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

7. After the birth of a child or upon the adoption of a child, a licensed teaching assistant will be granted an unpaid leave of up to two (2) years following written application to the Superintendent of Schools, which shall, so far as possible, be made at least thirty (30) days prior to the commencement of the leave. The licensed teaching assistant will not accumulate additional leave days during such leave. Upon return from such leave, unused leave days accumulated prior to the leave will be restored to the licensed teaching assistant. Employees granted leave under this provision shall provide the District with no less than thirty (30) days notice prior to returning to active employment.
8. A leave of absence without pay of up to two (2) years will be granted to any tenured teaching assistant who joins the Peace Corps, Vista, or serves as an exchange teaching assistant and is a full-time participant in either of such programs. Upon return from such leave, a teaching assistant will be considered as if the teaching assistant were actively employed by the Board during the leave and will be placed on the salary schedule at the level the teaching assistant would have achieved if he/she had not been absent. Upon return from such leave, prior accumulated leave days will be restored. If such teaching assistant served in such program in a non-teaching capacity, such teaching assistant, upon return will be placed on the salary schedule at the level achieved prior to such absence.

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

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

ARTICLE XI – SICK LEAVE BANK

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

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

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

3. The Sick Leave Bank Screening Committee approves the application.

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

C. The Sick Leave Bank Screening Committee shall consist of three (3) District appointees and two (2) Binghamton Teachers' Association appointees. Decisions of said Committee shall not be subject to the grievance procedure.
D. The District shall contribute one hundred (100) days to the Bank for the 2004-2005 school year and will replenish all or part of these days whenever the bargaining unit members' contributed days have been exhausted.

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

ARTICLE XII – TAX SHELTERED ANNUITIES AND FINANCIAL INSTITUTIONS

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

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

ARTICLE XIII – PERSONAL INJURY BENEFITS

A. Whenever a licensed teaching assistant is absent from his/her employment and unable to perform his/her duties as a result of personal injury caused by an accident or an assault occurring in the course of the licensed teaching assistant's employment and receives Workers' Compensation payments for such absence, the licensed teaching assistant will be paid his/her full salary up to, if necessary, a six (6) month period (less the amount of any Workers' Compensation payments made in lieu of salary due to said injury). The School District shall be reimbursed from the licensed teaching assistant's Workers' Compensation Award. The licensed teaching assistant will not be required to use sick leave for this purpose. However, the School District shall charge to the employee's sick leave any such time taken for which the licensed teaching assistant opts to receive his/her regular salary, rather than receive Workers' Compensation benefits.

B. The School District will reimburse employees for loss or damage to personal property such as eyeglasses, dentures and hearing aids, while the employee is acting in the discharge of his/her duties within the scope of his/her employment. Terms and conditions of payment will be subject to the approval of the Superintendent of Schools.

ARTICLE XIV – DUES DEDUCTION

A. The Board of Education/School District shall, following each pay period from which a dues deduction is made, transmit the amount so deducted to the Binghamton Teachers' Association. Each transmittal shall be accompanied by a listing of the members for whom deductions have been made and the amount deducted for each, and a list of non-Association member working under the Collective Bargaining Agreement. If deductions
have been made for only a portion of the deduction period, the listing should show the date of commencement of such deductions.

The District and Association recognize that the negotiation and administration of collective agreements and related activities entail expenses are appropriately shared by all members of the Association. They further recognize that the Association, by reason of its status as the "exclusive representative" of all employees covered by such agreements, is obligated to fairly represent all such employees as to the terms and conditions of employment contained in such agreements without regard to their membership in the Association.

B. The District agrees to deduct dues in an amount specified by the Association for local, state, and national employee organizations from each of the members of the bargaining unit who so authorize in writing. For new hires, said deduction will begin no later than thirty (30) days after the effective date of employment provided written authorization has been received. Said authorization shall be in accordance with the terms of membership set forth on the membership enrollment form that has been individually signed and presented to the District. The District will notify the Association within five (5) business days of receipt of an employee's request for withdrawal from payroll deduction.

Said deductions shall be made in equal installments beginning with the first pay period in October. The actual amount and period of installments shall be mutually agreed upon by the parties. No later than two (2) weeks prior to the first scheduled paycheck in October, the Association shall provide the District with paper or digital copies of signed dues deduction authorization forms for those newly hired employees who have voluntarily authorized the District to deduct dues to be paid to the Binghamton Teachers Association and its state and national affiliates.

C. During the course of the school year, additional authorizations for deductions accompanied by a dues deduction authorization form will be honored by the District. Said additional dues deduction authorization forms shall be submitted at least two (2) weeks prior to any scheduled pay date. Deductions will be made in equal installments on a prorated basis for the remainder of the agreed to period of dues deduction installments.

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

E. The right to such membership dues deduction shall remain in full force and effect until:

1) an individual employee revokes membership in the Binghamton Teachers' Association in writing in accordance with the terms of the signed authorization membership enrollment form; or

2) the individual employee is no longer employed by the Binghamton City School District, provided that if such employee is, within a period of one year, re-employed by the District in a position represented Binghamton Teachers’ Association, the right to such dues deduction shall be automatically reinstated.
F. Within five (5) business days of hiring an employee represented by the bargaining unit, the District will provide the Association written notification. Said notification will include the employee’s name, hire and start date, position, building assignment, tenure area, subject assignment, and starting salary.

G. An employee represented by the bargaining unit resigns, is terminated from his/her employment in the District, or is granted unpaid leave of absence, the District will provide the Association with written notice within five (5) business days of the Board of Education’s action on the resignation, termination, or request for unpaid leave.

ARTICLE XV - PAYROLL POLICY

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

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

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

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

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

ARTICLE XVI - PROTECTIONS

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

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

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

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

ARTICLE XVII – BENEFITS

A. Health Benefits

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

In order to assist the District in cost saving measures, the Association agrees that:

1. Any licensed teaching assistant hired on or after July 1, 1989 shall contribute twelve percent (12%).
   a) Effective as soon as possible after July 1, 2008, the District shall make available to all unit members two (2) health insurance plans.

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

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

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

   Effective as soon as possible after July 1, 2008, the District shall make available the PPO-Plan H. The PPO-Plan H shall have the following benefits:
   a. $10 copay per office visit
   b. $50 copay per emergency room visit to be waived if admitted
   c. $250 copay per hospital admittance for unlimited days
   d. $5/$15/$30 prescription retail copay with 2 copays for mail order 90 day supply
   e. $10 copay for annual physical for all insured dependents
   f. $10 copay for vision exam every 12 months
2. Effective July 1, 2006 prescription medications shall carry the following co-pays:

<table>
<thead>
<tr>
<th>Tier</th>
<th>Indemnity</th>
<th>PPO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tier 1</td>
<td>Three dollars ($3.00)</td>
<td>Five dollars ($5.00)</td>
</tr>
<tr>
<td>Tier 2</td>
<td>Five dollars ($5.00)</td>
<td>Fifteen dollars ($15.00)</td>
</tr>
<tr>
<td>Tier 3</td>
<td>Twenty dollars ($20.00)</td>
<td>Thirty dollars ($30.00)</td>
</tr>
</tbody>
</table>

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

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

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

6. The annual major medical deductibles shall be seventy-five dollars ($75) for individual coverage and two hundred twenty-five dollars ($225) for family coverage.

7. Right of Reimbursement and Assignment of Proceeds

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

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

b. Prior to the payment of any such benefits under this plan, the covered person and the legal representative of the covered person shall agree, in
writing, to reimburse the plan in accordance with this Section for any benefits paid by the plan on account of such injury or sickness; and

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

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

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

8. Flexible Spending Plan

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

B. Dental Benefits

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

C. Retiree Health Insurance Benefits

The District shall offer and continue to offer to bargaining unit members who retire from the District the health plans specified in Article XVII, Section A. The District shall pay fifty percent (50%) of the cost for individual coverage and forty percent (40%) of the cost for family coverage.
Unit members who retire on or after July 1, 2020, and/or their spouses who are, or who later become, Medicare-eligible will be enrolled in the parties’ mutually agreed upon Medicare Advantage Plan, if said retiree wishes to continue district health insurance coverage. When a retiree or the retiree’s spouse or both are enrolled in the Medicare Advantage Plan, they each shall contribute the full premium amount of the Medicare Advantage Plan up to a dollar amount equal to the forty percent (40%) of the Indemnity Plan individual insurance premium.

Effective July 1, 2020, the District will offer the United Health Care Group Medicare Advantage PPO with the following benefit levels:
Office Visit Co-Pay: $0
Major Medical Deductible: $0
Prescription drug co-pays: $3/$5/$20 (90-day prescriptions: one co-pay)

Said Medicare Advantage PPO shall continue to be offered by the District with substantially equal or better benefit levels as the Indemnity Plan that is offered to active bargaining unit members. Notwithstanding the foregoing, the parties maintain their right to offer a different health plan with substantially equal or better benefit levels than said Medicare Advantage plan if mutually agreed to in writing by the Binghamton Teachers’ Association Licensed Teaching Assistants Unit and the Binghamton City School District.

If the spouse of an eligible retiree becomes eligible for Medicare before the retiree, or the retiree becomes eligible for Medicare before his/her spouse, the individual who has not reached Medicare eligibility may remain covered under the retiree’s current group health plan with individual coverage and the individual who has reached Medicare eligibility may enroll in the Medicare Advantage Plan with single coverage.

Retirees who are enrolled in a district health plan at the time of retirement and, upon retirement, do not elect to continue coverage in a district health plan will be allowed one (1) re-entry into a district health plan. Re-entry will be during the open enrollment period if the retiree changes coverage under a spouse’s plan. In the case of a life-changing situation, re-entry will be at the earliest possible date allowable under the rules of the health plan.

If a retiree is enrolled in an individual plan at the time of retirement, only the retiree will be allowed one re-entry into a District Plan. If a retiree is enrolled in family health coverage at the time of retirement, the retiree and his/her spouse and eligible dependents will be allowed one (1) re-entry into a district health plan.

The health insurance premium cost-share for a retiree/retiree’s spouse who re-enters a district health plan, in accordance with the Article XVII, Section C.

All retirees and their eligible spouses are required to enroll in Medicare Parts A and B when they become eligible for Medicare.

The District shall reimburse the cost of the retiree’s and spouse’s Supplemental (Part B) Medicare. The reimbursement shall be implemented by reducing the retiree’s contribution to his/her health insurance premium by the amount equal to the cost of the retiree’s and spouse’s Supplemental (Part B) Medicare.
Upon the death of a retiree, the surviving spouse and/or dependents may continue coverage in the District's health plan. The surviving spouse and/or dependents will be responsible for one hundred percent (100%) of the premium cost of the plan. The District will continue reimbursement of the cost of Supplemental (Part B) Medicare for a surviving spouse who is enrolled in Medicare in accordance with Article VII, Section C.

ARTICLE XVIII – COMPENSATION

A. 2019-2020

All returning unit members shall receive an increase that is the greater of $675 or 3.2% of member’s 2018-19 salary. Starting salary shall be nineteen thousand four hundred thirteen dollars ($19,413).

B. 2020-2021

All returning unit members shall receive an increase of 3.5% of member’s 2019-20 salary. Starting salary shall be nineteen thousand seven hundred fifty-three dollars ($19,753).

C. 2021-2022

All returning unit members shall receive an increase that is the greater of $700 or 3.75% of member’s 2020-21 salary. Starting salary shall be twenty thousand one hundred twenty-three dollars ($20,123).

D. 2022-2023

All returning unit members shall receive an increase of 3.75% of member’s 2021-22 salary. Starting salary shall twenty thousand five hundred dollars ($20,500).

E. Longevities

1. Unit members having completed five (5) years of service in the District shall receive a longevity payment in the amount of four hundred fifty dollars ($450). Effective July 1, 2019 said longevity payment shall be in the amount of five hundred dollars ($500).

2. Unit members having completed ten (10) years of service in the District shall receive a longevity payment in the amount of four hundred fifty dollars ($450). Effective July 1, 2019 said longevity payment shall be in the amount of five hundred dollars ($500).

3. Unit members having completed fifteen (15) years of service in the District shall receive a longevity payment in the amount of six hundred dollars ($600). Effective July 1, 2019 said longevity payment shall be in the amount of six hundred fifty dollars ($650).

4. Unit members having completed twenty (20) years of service in the District shall receive a longevity payment in the amount of eight hundred fifty dollars ($850).
Effective July 1, 2019 said longevity payment shall be in the amount of nine hundred dollars ($900).

5. Unit member having completed twenty-five (25) years of service in the District he/she shall receive a longevity payment in the amount of $850. Effective July 1, 2019 said longevity payment shall be in the amount of nine hundred dollars ($900).

6. New longevity increases awarded in 2019-20 will be cumulative. For example: A unit member who has 28 years of district service will receive a $250 longevity payment added to his/her base salary.

7. All years of service in the Binghamton City School District shall be applied when calculating a unit member’s eligibility for all longevity payments for the purposes of Article XXVIII, Section E.

F. Compensation for Degrees

1. A unit member who possesses an Associate’s Degree or a minimum of forty-eight (48) credit hours from an accredited educational institution shall receive additional salary in the amount of three hundred dollars ($300). Bargaining unit members who possessed said Associate’s degree or minimum hours prior to

2. A unit member who possesses an Associate’s Degree and a Bachelor’s Degree from an accredited educational institution shall receive additional salary in the amount of three hundred dollars ($300) for the Bachelor’s Degree.

3. A unit member who possesses a Bachelor’s Degree from an accredited educational institution shall receive additional salary in the amount of five hundred fifty dollars ($550) for the degree.

4. A unit member who possesses a Master’s Degree from an accredited educational institution shall receive additional salary in the amount of five hundred fifty dollars ($550) for the Degree.

5. College credit hours shall be reimbursed at the rate of seventy-five dollars ($75) per credit hour.

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

ARTICLE XIX – MANAGEMENT RIGHTS

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

ARTICLE XX - GRIEVANCE PROCEDURE

A. Definitions

1. **Grievance** - A grievance is a claim by the Association that any bargaining unit member or group of bargaining unit members based upon any event or condition affecting their welfare and/or terms and conditions of employment including but not limited to any claimed violation, misinterpretation, misapplication or inequitable application of law, rules or regulations having the force of law, this Agreement, policies, rules, by-laws, regulations, directions, orders, work rules, procedures, practices or customs of the Board of Education and administration.

2. **Grievant** - The Association who represents any person or group of persons in the bargaining unit affected by the alleged grievance.

3. **Grievant's Representative** - Any person designated by the Association to represent the grievant in the grievance procedures.

4. **Grievance Committee** is created and constituted by the Binghamton Teachers' Association for representation of the grievant, the Association and its members, in the enforcement of this Agreement.

5. The term **Supervisor** shall mean any department chairperson, principal, immediate superior, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the Superintendent of Schools.

6. **Hearing Officer** - Any individual or board charged with the duty of rendering decisions at any stage of grievances hereunder.

B. Procedures

1. **Stage I**

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

2. **Stage II**

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

3. Stage III

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

4. Stage IV

(a) After such hearing, if the grievant is not satisfied with the decision at Stage III and the Grievance Committee determines that the grievance is valid and that appealing it is in the best interests of the school system, it may submit the grievance to arbitration by written notice to the Board of Education within fifteen (15) school days of the decision at Stage III.

(b) Within five (5) school days after such written notice of submission to arbitration the Board of Education and the Grievance Committee will agree upon a mutually acceptable arbitrator competent in the area of the grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

(c) The selected arbitrator will hear the matter promptly and will issue his/her decision no later than fourteen (14) calendar days from the date of the close of the hearing or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues.

(d) The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

(e) The decision of the arbitrator shall be final and binding upon all parties.
(f) The cost for the services of the arbitrator, including expenses, if any, will be borne equally by the School District and the Association.

C. Miscellaneous

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

ARTICLE XXI – MISCELLANEOUS PROVISIONS

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

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

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

ARTICLE XXII – LABOR/MANAGEMENT COMMITTEE

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

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

2. Meetings will be arranged at a mutually agreeable time following a request by the teaching assistants or administrative representative. These meetings shall be conducted during the regular school day without loss of pay to the teaching assistants.

3. Policies will be arrived at with full cooperation and participation of the Labor/Management Committee. A copy of all policies shall be forwarded to each staff member.

4. It is understood that policies developed within this committee will be consistent with this agreement.
ARTICLE XXIII – RETIREMENT SERVICE AWARD

A. In order to be eligible for a retirement service award the following conditions must be met.

1. Retiree must have 10 years of district service. All District service shall count towards meeting this requirement.

2. Retiree must be eligible to collect TRS benefits.

3. The unit member must notify the district at least 5 months prior to intended retirement date.

B. The amount of an eligible member’s retirement incentive shall be determined using the following formula:

\[
\text{Accumulated leave times daily rate of pay plus, years of District service times } \$200.
\]

The maximum amount of a retirement service award for an eligible member is eight thousand dollars ($8,000). The District shall distribute said monies within thirty (30) days of retirement into a non-elective 403(b) employer contribution plan.

C. The Employer agrees to make a Non-elective Contribution for eligible unit members in an amount determined above. Such contribution will be made to a 403(b) program able to accept Employer contributions as defined in the Internal Revenue Code. This contribution will be processed within thirty (30) days of retirement.

No Cash Option –

No Employee may receive cash in lieu of or as an alternative to any of the Employer’s Non-elective Contribution(s) except as described herein. (See paragraph .1.)

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 Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former Employee’s 403(b) account, the Contribution Limit shall be based on the Employee’s compensation, as determined under Section 403(b) (3) 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 exceed the applicable contribution limits, the excess amount shall be handled by the Employer as follows:
1. For all members in the New York State Teachers' Retirement System ("TRS") with a membership date before June 17, 1971, and for all members in the New York State Employees' Retirement System regardless of their membership date, 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 Limit of the Internal Revenue Code are fully met through payment of the Employer's Non-elective Contribution; and

2. For all members in the New York State Teachers' Retirement System ("TRS") with a membership date in the TRS on or after June 17, 1971, and for all members in the New York State Employees' Retirement System regardless of their membership date, 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 the following year as an Employer Non-elective Contribution (which contribution shall not exceed the maximum amount permitted under the Code), and in January of the following year for up to four (4) years after the year of the Employee’s employment severance, until such time as the Employer Non-elective Contribution is fully deposited into the Employee’s 403 (b) amount. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the Internal Revenue Code.

403(b) Accounts –

Employees receiving a contribution according to this article shall be required to select a 403(b) account designated to accept Employer Non-elective Contributions. Employer contributions shall be deposited into the 403(b) account selected by the Employee.

Tier I Adjustments –

Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contributions hereunder will be reported as non-regular compensation to the New York State Teachers’ Retirement System.

Contributions under this Article shall be subject to Internal Revenue Service 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 Association and the 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.

This Article shall further be subject to the approval of the 403(b) provider, which shall review the provisions hereunder, 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.
Both the Employer and the Employee shall provide accurate information to the 403(b) provider regarding the Employee’s elective, the Employer Non-elective Contributions, and the amount of the Employee’s compensation.

ARTICLE XXIV – SUPPORT NETWORK

A. The District will provide a support network for displaced, newly hired or transferred LTAs wherein a LTA or teacher is assigned to provide guidance during the 1st month of the new job duties.

ARTICLE XXV – DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2019 and shall continue in effect through June 30, 2023.

Binghamton City School District

By: Dr. Tonia Thompson
Superintendent of Schools

Date: 9/21/20

Binghamton Teachers’ Association
Licensed Teaching Assistants Unit

By: Michele Rozen
Binghamton Teachers’ Association President

Date: 9/21/20

By: Lorraine Allen
BTA Teaching Assistant Negotiation Chair

Date: 9/21/2020

KC/njg
CWA 114
# TEACHING ASSISTANT

## WORKING AS A SUBSTITUTE - Secondary

### Payment Information

There is no additional compensation if you cover a class for 30 minutes or less. If you cover a class on a given day greater than 30 minutes, but less than 60, you will be paid 1 hour. If you cover between 2 and 4 periods in a day, you will be paid to the nearest 1/4 hour. If you work 5 periods in a day, you will receive 6 hours.

**School:**

<table>
<thead>
<tr>
<th>Name (Please print full name legibly)</th>
<th>BCSD Employee #</th>
<th>Teacher Substituted for</th>
<th>Date</th>
<th>Period</th>
<th>Time In</th>
<th>Time Out</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Approval of Work Performed

**Signature:**

**Building Principal/Program Director**

**Date:**

### Approval of Hourly Rate and Verification of Funds Available

**Signature:**

**(Assistant) Superintendent**

**Date:**
**TEACHING ASSISTANT**

WORKING AS A SUBSTITUTE - Elementary

### Payment Information

There is no additional compensation if you cover a class for 30 minutes or less. If you cover a class on a given day greater than 30 minutes, but less than 60, you will be paid 1 hour. If you work greater than 60 minutes, you will be paid to the nearest 1/4 hour for a maximum of 6 hours.

<table>
<thead>
<tr>
<th>School:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Name (Please print full name legibly)</th>
<th>BCSD Employee #</th>
<th>Teacher Substituted for</th>
<th>Date</th>
<th>Time In</th>
<th>Time Out</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Approval of Work Performed

| Signature: ___________________ |
| Building Principal/Program Director |

| Date: ___________________ |

### Approval of Hourly Rate and Verification of Funds Available

| Signature: ___________________ |
| (Assistant) Superintendent |

| Date: ___________________ |
APPENDIX C – HEALTH INSURANCE BENEFITS

Classic Blue benefits
Prepared 3/30/2012 for Binghamton City Schools

<table>
<thead>
<tr>
<th>Type of Care/Plan Benefits</th>
<th>Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Plan features</strong></td>
<td></td>
</tr>
<tr>
<td>· Primary Care Physician (PCP)</td>
<td>· No copay, office visit covered subject to deductible and coinsurance</td>
</tr>
<tr>
<td>· Referrals</td>
<td>· Not required</td>
</tr>
<tr>
<td>· Out of network benefits</td>
<td>· Covered</td>
</tr>
<tr>
<td>· Out of area benefits</td>
<td>· Coverage provided worldwide through the BlueCard program</td>
</tr>
<tr>
<td>· Student/Dependent coverage</td>
<td>· Qualified dependents and students are covered to age 26</td>
</tr>
<tr>
<td>· Domestic partner</td>
<td>· Not covered</td>
</tr>
<tr>
<td><strong>Plan cost-sharing highlights</strong></td>
<td></td>
</tr>
<tr>
<td>· Office visit copay (Primary Care Physician)</td>
<td>· No copay, office visit covered subject to deductible and coinsurance</td>
</tr>
<tr>
<td>· Office visit copay (Specialist)</td>
<td>· No copay, office visit covered subject to deductible and coinsurance</td>
</tr>
<tr>
<td>· Coinsurance</td>
<td>· 20%, enhanced benefits only, unless noted</td>
</tr>
<tr>
<td>· Deductible</td>
<td>· $100 individual / $300 family, enhanced benefits only or $50/150, $75/225 Depending on Unit</td>
</tr>
<tr>
<td>· Out of pocket maximum</td>
<td>· $400 individual / $1200 family, enhanced benefits only</td>
</tr>
<tr>
<td>· Lifetime maximum</td>
<td>· None</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Type of care/plan benefits</th>
<th>Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Wellness Incentive</strong></td>
<td></td>
</tr>
<tr>
<td>· Stay healthy with great programs and incentives!</td>
<td>· Blue365 - Take advantage of exclusive discounts on health and wellness products and services, including fitness, exercise, nutrition, elective procedures and hearing aids</td>
</tr>
<tr>
<td><strong>Preventive Health Care Services</strong></td>
<td></td>
</tr>
<tr>
<td>· Well child visits</td>
<td>· Covered in full</td>
</tr>
<tr>
<td>· Adult routine physical exams</td>
<td>· Covered in full for 1 exam per year</td>
</tr>
<tr>
<td>· Adult immunizations</td>
<td>· Covered in full</td>
</tr>
<tr>
<td>· Mammography</td>
<td>· Covered in full</td>
</tr>
<tr>
<td>· Pap smear</td>
<td>· Covered in full</td>
</tr>
<tr>
<td>· Routine GYN exam</td>
<td>· Covered in full</td>
</tr>
<tr>
<td>· Prostate cancer screening</td>
<td>· Covered in full</td>
</tr>
<tr>
<td>· Routine vision</td>
<td>· Covered in full</td>
</tr>
<tr>
<td>· Colonoscopy</td>
<td>· Not covered</td>
</tr>
<tr>
<td>· Covered in full</td>
<td>· Covered in full</td>
</tr>
<tr>
<td><strong>Physician Office Services</strong></td>
<td></td>
</tr>
<tr>
<td>· Diagnostic office visits</td>
<td>· Subject to deductible and coinsurance</td>
</tr>
<tr>
<td>· Diagnostic x-rays</td>
<td>· Covered in full</td>
</tr>
<tr>
<td>· Diagnostic laboratory and pathology</td>
<td>· Covered in full</td>
</tr>
<tr>
<td>· Allergy tests</td>
<td>· Subject to deductible and coinsurance</td>
</tr>
<tr>
<td>· Allergy injections</td>
<td>· Subject to the deductible and coinsurance</td>
</tr>
<tr>
<td>· Chemotherapy</td>
<td>· Covered in full</td>
</tr>
<tr>
<td>· Radiation therapy</td>
<td>· Covered in full</td>
</tr>
<tr>
<td><strong>Maternity Services</strong></td>
<td></td>
</tr>
<tr>
<td>· Prenatal and postpartum care</td>
<td>· Covered in full</td>
</tr>
<tr>
<td>· Hospital care for mom (including delivery)</td>
<td>· Covered in full</td>
</tr>
<tr>
<td>· Newborn nursery care</td>
<td>· Covered in full</td>
</tr>
</tbody>
</table>

Prescription Drug

continued
<table>
<thead>
<tr>
<th>Type of Care/Plan Benefits</th>
<th>Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Inpatient Hospital Benefits</strong></td>
<td>+ $3/5/$20</td>
</tr>
<tr>
<td>- Hospital benefits</td>
<td>+ Covered in full, Unlimited Days</td>
</tr>
<tr>
<td>- Physician visits in the hospital</td>
<td>+ Covered in full</td>
</tr>
<tr>
<td>- Inpatient physical rehabilitation</td>
<td>+ Covered in full</td>
</tr>
<tr>
<td>- Surgery</td>
<td>+ Covered in full</td>
</tr>
<tr>
<td>- Anesthesia</td>
<td>+ Covered in full</td>
</tr>
<tr>
<td><strong>Emergency Care</strong></td>
<td>+ Covered in full</td>
</tr>
<tr>
<td>- Emergency room care</td>
<td>+ Covered in full</td>
</tr>
<tr>
<td>- Freestanding urgent care center</td>
<td>+ Covered in full</td>
</tr>
<tr>
<td>- Ambulance</td>
<td>+ Covered in full</td>
</tr>
<tr>
<td><strong>Outpatient Hospital Benefits</strong></td>
<td>+ Covered in full</td>
</tr>
<tr>
<td>- Diagnostic x-rays</td>
<td>+ Covered in full</td>
</tr>
<tr>
<td>- Diagnostic laboratory and pathology</td>
<td>+ Covered in full</td>
</tr>
<tr>
<td>- Surgical care</td>
<td>+ Covered in full</td>
</tr>
<tr>
<td>- Chemotherapy</td>
<td>+ Covered in full</td>
</tr>
<tr>
<td>- Radiation therapy</td>
<td>+ Covered in full</td>
</tr>
<tr>
<td><strong>Mental Health and Chemical Dependence</strong></td>
<td>+ Covered in full, unlimited days</td>
</tr>
<tr>
<td>- Inpatient mental health care</td>
<td>+ Covered in full</td>
</tr>
<tr>
<td>- Outpatient mental health care</td>
<td>+ Covered in full</td>
</tr>
<tr>
<td>- Inpatient chemical dependence</td>
<td>+ Covered in full, unlimited days</td>
</tr>
<tr>
<td>- Outpatient chemical dependence</td>
<td>+ Covered in full</td>
</tr>
<tr>
<td><strong>Other Services</strong></td>
<td>+ Covered in Full</td>
</tr>
<tr>
<td>- Diabetic insulin and supplies</td>
<td>+ Covered in Full</td>
</tr>
<tr>
<td>- Skilled nursing facility</td>
<td>+ Covered in full for up to 60 visits per year, additional 325 days available under Enhanced Benefits subject to Ded/Coin</td>
</tr>
<tr>
<td>- Home care</td>
<td>+ Subject to deductible and coinsurance</td>
</tr>
<tr>
<td>- Hospice</td>
<td>+ Subject to deductible and 20% coinsurance</td>
</tr>
<tr>
<td>- Outpatient therapy</td>
<td>+ Subject to deductible and coinsurance</td>
</tr>
<tr>
<td>- Durable medical equipment</td>
<td>+ Not covered</td>
</tr>
<tr>
<td>- External prosthetics</td>
<td>+ Not covered</td>
</tr>
<tr>
<td>- Chiropractic</td>
<td>+ Not covered</td>
</tr>
<tr>
<td>- Acupuncture</td>
<td>+ Not covered</td>
</tr>
<tr>
<td>- Dental</td>
<td>+ Not covered</td>
</tr>
<tr>
<td>- Hearing</td>
<td>+ Not covered</td>
</tr>
</tbody>
</table>

Please Note: This is an outline of benefits only. Detailed benefits and conditions of coverage are outlined in your member certificate.

Professional Non-participating Provider In-area covered at 100% of current Medicare National rates. Out-of-area covered at 90% of current Medicare National rates. The following services require preauthorization: organ transplants, inpatient chemical dependence and alcohol, non-mandatory hospice and inpatient psychiatry services. (HIE & FBI)
## Type of Care/Plan Benefits

<table>
<thead>
<tr>
<th>Plan features</th>
<th>In-Network</th>
<th>Out Of Network</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Primary Care Physician (PCP)</td>
<td>- Not required</td>
<td>- Coverage provided worldwide through the BlueCard program</td>
</tr>
<tr>
<td>- Referrals</td>
<td>- Not required</td>
<td>- Qualified dependents and students are covered to age 26</td>
</tr>
<tr>
<td>- Out of network benefits</td>
<td>- Covered</td>
<td>- Not covered</td>
</tr>
<tr>
<td>- Out of area benefits</td>
<td></td>
<td>- January 1st - December 31st</td>
</tr>
<tr>
<td>- Student/Dependent coverage</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Domestic partner</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Coverage Period</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Plan cost-sharing highlights

<table>
<thead>
<tr>
<th>Office visit copay (Primary Care Physician)</th>
<th>In-network: None; Out-of-network: 20%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office visit copay (Specialist)</td>
<td>In-network: None; Out of Network $250 individual /$750 family</td>
</tr>
<tr>
<td>Coinsurance</td>
<td>In-network: None, Out of Network $1,000 individual /$3,000 family</td>
</tr>
<tr>
<td>Deductible</td>
<td>None</td>
</tr>
<tr>
<td>Out of pocket maximum</td>
<td></td>
</tr>
<tr>
<td>Lifetime maximum</td>
<td></td>
</tr>
</tbody>
</table>

## Blue365
- Take advantage of exclusive discounts on health and wellness products and services, including fitness, exercise, nutrition, elective procedures and hearing aids.

## Wellness Incentive
- Stay healthy with great programs and incentives!

## Preventive Health Care Services

<table>
<thead>
<tr>
<th>Well child visits</th>
<th>Covered in full</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adult routine physical exams</td>
<td>Covered in full for 1 exam per year according to national guidelines</td>
</tr>
<tr>
<td>Adult immunizations</td>
<td>Covered in full</td>
</tr>
<tr>
<td>Mammography</td>
<td>Covered in full</td>
</tr>
<tr>
<td>Pap smear</td>
<td>Covered in full</td>
</tr>
<tr>
<td>Routine GYN exam</td>
<td>Covered in full</td>
</tr>
<tr>
<td>Prostate cancer screening</td>
<td>$10 copay</td>
</tr>
<tr>
<td>Routine vision</td>
<td>$10 copay for one routine exam per year</td>
</tr>
<tr>
<td>Colonoscopy</td>
<td>Preventive and diagnostic covered according to the surgical benefit</td>
</tr>
</tbody>
</table>

## Physician Office Services

- Blue365 - Take advantage of exclusive discounts on health and wellness products and services, including fitness, exercise, nutrition, elective procedures and hearing aids.

### continued
<table>
<thead>
<tr>
<th>Type of Care/Plan Benefits</th>
<th>In-Network</th>
<th>Out Of Network</th>
</tr>
</thead>
<tbody>
<tr>
<td>. Diagnostic office visits</td>
<td>$10 copay per visit</td>
<td>Covered at 80%, subject to the deductible</td>
</tr>
<tr>
<td>. Diagnostic x-rays</td>
<td>$10 copay. Precertification applies for MRI, PET and CAT scans.</td>
<td>Covered at 80%, subject to the deductible. Precertification applies to MRI, PET and CAT scans.</td>
</tr>
<tr>
<td>. Diagnostic laboratory and pathology</td>
<td>$10 copay per visit</td>
<td>Covered at 80%, subject to the deductible</td>
</tr>
<tr>
<td>. Allergy tests</td>
<td>Covered in full</td>
<td>Covered at 80%, subject to the deductible</td>
</tr>
<tr>
<td>. Allergy injections</td>
<td>Covered in full</td>
<td>Covered at 80%, subject to the deductible</td>
</tr>
<tr>
<td>. Chemotherapy</td>
<td>Covered in full</td>
<td>Covered at 80%, subject to the deductible</td>
</tr>
<tr>
<td>. Radiation therapy</td>
<td>Covered in full</td>
<td>Covered at 80%, subject to the deductible</td>
</tr>
<tr>
<td>Maternity Services</td>
<td>$10 copay per visit for initial visit, remainder of visits covered in full</td>
<td>Covered at 80%, subject to the deductible</td>
</tr>
<tr>
<td>. Prenatal and postpartum care</td>
<td>Facility: Subject to $250 copay per admission Physician. Covered in full</td>
<td>Covered at 80%, subject to the deductible</td>
</tr>
<tr>
<td>. Hospital care for mom (including delivery)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>. Newborn nursery care</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prescription Drug</td>
<td>$5/$15/$30</td>
<td>Not covered</td>
</tr>
<tr>
<td>. Short-term and maintenance drugs are covered up to a 30-day supply at participating retail pharmacies; 90-day supply (subject to two copays per 90-day supply) is available through PrimeMail mail order pharmacy. Contraceptives included.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inpatient Hospital Benefits</td>
<td>Subject to $250 copay per admission for unlimited days. Precertification applies.</td>
<td>Covered at 80%, subject to the deductible. Precertification applies to MRI, PET and CAT scans.</td>
</tr>
<tr>
<td>. Hospital benefits</td>
<td>Covered in full</td>
<td>Covered at 80%, subject to the deductible</td>
</tr>
<tr>
<td>. Physician visits in the hospital</td>
<td>Subject to $250 copay per admission for up to 60 days per year. Precertification applies.</td>
<td>Covered at 80%, subject to the deductible. Precertification applies to MRI, PET and CAT scans.</td>
</tr>
<tr>
<td>. Inpatient physical rehabilitation</td>
<td>Covered in full</td>
<td>Covered at 80%, subject to the deductible</td>
</tr>
<tr>
<td>. Surgery</td>
<td>Covered in full</td>
<td>Covered at 80%, subject to the deductible</td>
</tr>
<tr>
<td>. Anesthesia</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Emergency Care</td>
<td>$50 copay per visit, unless admitted within 24 hours</td>
<td>Covered at 80%, subject to the deductible.</td>
</tr>
<tr>
<td>. Emergency room care</td>
<td>$25 copay per visit</td>
<td>Covered at 80%, subject to the deductible.</td>
</tr>
<tr>
<td>. Freestanding urgent care center</td>
<td>$10 copay</td>
<td>$10 copay</td>
</tr>
<tr>
<td>. Ambulance</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Type of Care/Plan Benefits

<table>
<thead>
<tr>
<th>Benefits</th>
<th>In-Network</th>
<th>Out Of Network</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Outpatient Hospital Benefits</strong></td>
<td>- $10 copay per visit. Precertification applies for MRI, PET and CAT scans.</td>
<td>- Covered at 80%, subject to the deductible. Precertification applies to MRI, PET and CAT scans</td>
</tr>
<tr>
<td>- Diagnostic X-rays</td>
<td>- Covered in full</td>
<td>- Covered at 80%, subject to the deductible</td>
</tr>
<tr>
<td>- Diagnostic laboratory and pathology</td>
<td>- $10 copay</td>
<td>- Covered at 80%, subject to the deductible</td>
</tr>
<tr>
<td>- Surgical care</td>
<td>- Covered in full</td>
<td>- Covered at 80%, subject to the deductible</td>
</tr>
<tr>
<td>- Chemotherapy</td>
<td>- Covered in full</td>
<td>- Covered at 80%, subject to the deductible</td>
</tr>
<tr>
<td>- Radiation therapy</td>
<td>- Covered in full</td>
<td>- Covered at 80%, subject to the deductible</td>
</tr>
<tr>
<td><strong>Mental Health and Chemical Dependence</strong></td>
<td>- Subject to $250 copay per admission for unlimited days. Precertification applies.</td>
<td>- Covered at 80%, subject to the deductible. Precertification applies.</td>
</tr>
<tr>
<td>- Inpatient mental health care</td>
<td>- $10 copay. Services can be provided in an outpatient facility or in a provider office.</td>
<td>- Covered at 80%, subject to the deductible. Services can be provided in an outpatient facility or in a provider office.</td>
</tr>
<tr>
<td>- Outpatient mental health care</td>
<td>- Subject to $250 copay per admission for unlimited days. Precertification applies.</td>
<td>- Covered at 80%, subject to the deductible. Precertification applies.</td>
</tr>
<tr>
<td>- Inpatient chemical dependence</td>
<td>- $10 copay per visit</td>
<td>- Covered at 80%, subject to the deductible</td>
</tr>
<tr>
<td>- Outpatient chemical dependence</td>
<td>- Subject to $250 copay per admission for unlimited days. Precertification applies.</td>
<td>- Covered at 80%, subject to the deductible. Precertification applies.</td>
</tr>
<tr>
<td><strong>Other Services</strong></td>
<td>- $10 copay for up to a 30 day supply</td>
<td>- Covered at 80%, subject to the deductible for up to a 30 day supply.</td>
</tr>
<tr>
<td>- Diabetic insulin and supplies</td>
<td>- Subject to $250 copay per admission for up to 45 days per year. Precertification applies.</td>
<td>- Covered at 80%, subject to the deductible for up to 45 days per year. Precertification applies.</td>
</tr>
<tr>
<td>- Skilled nursing facility</td>
<td>- Covered in full for unlimited visits. Precertification applies.</td>
<td>- Covered at 80%, subject to the deductible. Precertification applies.</td>
</tr>
<tr>
<td>- Home care</td>
<td>- Covered in full for unlimited days</td>
<td>- Covered at 80%, subject to the deductible</td>
</tr>
<tr>
<td>- Hospice</td>
<td>- $10 copay per visit for up to a combined total of 45 visits per year for physical, speech, occupational and respiratory therapy</td>
<td>- Covered at 80%, subject to the deductible. Precertification applies.</td>
</tr>
<tr>
<td>- Outpatient therapy</td>
<td>- Covered at 80%</td>
<td>- Covered at 80%, subject to the deductible</td>
</tr>
<tr>
<td>- Durable medical equipment</td>
<td>- $10 copay per visit</td>
<td>- Covered at 80%, subject to the deductible</td>
</tr>
<tr>
<td>- External prosthetics</td>
<td>- Not covered</td>
<td>- Not covered</td>
</tr>
<tr>
<td>- Chiropractic</td>
<td>- $10 copay for accidental injury to sound, natural teeth and for care due to congenital disease or anomaly</td>
<td>- Covered at 80%, subject to the deductible.</td>
</tr>
<tr>
<td>- Acupuncture</td>
<td>- Covered at 80%</td>
<td>- Covered at 80%, subject to the deductible</td>
</tr>
<tr>
<td>- Dental</td>
<td></td>
<td>- Covered at 80%, subject to the deductible</td>
</tr>
</tbody>
</table>

BTA Licensed Teaching Assistants Unit Contract –2019-2023

Page 31
<table>
<thead>
<tr>
<th>Type of Care/Plan Benefits</th>
<th>In-Network</th>
<th>Out Of Network</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hearing</td>
<td>Routine exams not covered</td>
<td>Routine exams not covered</td>
</tr>
</tbody>
</table>

Benefits listed are subject to change as a result of efforts to implement federal health care reform and mental health and substance abuse parity initiatives. There may be additional coverage for biologically based medical care and for children with severe emotional disturbances as defined by American's Care. These benefits should not be interpreted as preapproval of services. Certain services may be subject to additional requirements described in the member's insurance policy. Payment of claims related to these benefits are subject to the member's eligibility on the date of service and the resolution of any other outstanding claims. The member is responsible for payment of a co-pay, deductible, coinsurance or any continuation based on plan design.
# Binghamton City School District

## UHC Medicare Advantage Plan

<table>
<thead>
<tr>
<th>Medicare Advantage - United Healthcare</th>
<th>Medicare Advantage Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>In Network</td>
<td>Out of Network</td>
</tr>
</tbody>
</table>

### Primary Care Physician Office Visit
- Covered in Full
- Covered in Full
- Covered in Full
- None
- None
- $300 allowance

### Deductible (Single / Family)
- 0%

### Maximum Out-of-Pocket (Single / Family)
- $0

### Wellness Incentive
- $300 allowance

### PHARMACY
- Pharmacy Retail - 30 day supply
  - $3 / $5 / $20
- Pharmacy Mail Order - 90 day supply
  - 1x copay

### HOSPITAL FACILITY SERVICES
- Emergency Room
  - Covered in Full
- Waived if admitted within 24 hours
- Urgent Care Visits
  - Covered in Full
- Inpatient Facility
  - $0 copay - 100 days
- Skilled Nursing Facility
  - Covered in Full
- Hospice
  - Covered in Full
- Ambulance Services
  - Covered in Full

### SURGERY (performed in a hospital setting)
- Inpatient
  - Covered in Full
- Outpatient
  - Covered in Full

### PREVENTIVE CARE (Routine - follows NYS/Fed)
- Well Baby & Child Care (to age 19)
  - Covered in Full
- Annual Adult Physical
  - Covered in Full
- OB/GYN | Pap Smear | Mammogram
  - Covered in Full
- Prostate Screening
  - Covered in Full
- Cardiovascular Screenings
  - Covered in Full
- Immunizations
  - Covered in Full
- Colon Cancer Screenings
  - Covered in Full
- Bone Mass Measurement
  - Covered in Full
- Smoking Cessation Visit
  - Covered in Full
- Diabetes Screening
  - Covered in Full
- HIV Screening
  - Covered in Full
- Glaucoma Screening
  - Covered in Full
- Hepatitis C Screening
  - Covered in Full
- Lung Cancer Screening
  - Covered in Full

### MASTERY
- Prenatal Care
  - Not Covered
- Hospital Admission
  - Not Covered
- Delivery (physician charge)
  - Not Covered

### OTHER SERVICES (performed in an office setting)
- Allergy Testing | Injection
  - Covered in Full
- Diagnostic X-Ray
  - Covered in Full
- MRI, CT, PET Scans (Advanced X-Ray)
  - Covered in Full
- Diagnostic Laboratory Services
  - Covered in Full
- Physical, Occupational, Speech Therapy
  - Covered in Full
- Chemotherapy
  - Covered in Full
- Durable Medical Equipment
  - Covered in Full
- Diabetic Supplies (30-day supply)
  - Covered in Full
- Chiropractic Visit
  - Covered in Full
- Occupational Therapy
  - Covered in Full
- Cardiac/Pulmonary Rehab
  - Covered in Full
- Kidney Dialysis
  - Covered in Full
- Podiatry Visit (Medically Necessary)
  - Covered in Full
- Hearing Exam (Medicare-Covered)
  - Covered in Full
- Dental Services (Medicare-Covered)
  - Covered in Full

### ADDITIONAL BENEFITS/PROGRAMS
- Routine Podiatry
  - Covered in Full
- Routine Hearing Exam
  - Covered in Full
- Hearing Aid Allowance (combined)
  - $500

### VISION
- Routine Exam
  - Covered in Full
- Hardware
  - Not Covered
- Frequency of Exam | Hardware
  - 1 exam/yr, Frames & Lenses if cataract surgery

### MENTAL HEALTH | CHEMICAL DEPENDENCE
- Inpatient copay
  - Covered in Full - Unlimited
- Outpatient copay
  - Covered in Full

### WELLNESS/CLINICAL PROGRAMS
- Fitness Program
  - Included
- NurseLine
  - Included
- Disease Management
  - Included
- Case Management
  - Included
- Housecalls
  - Included

Benefit Comparison is for illustrative purposes. Please refer to detail benefit summary & contract for actual coverage.

BTA Licensed Teaching Assistants Unit Contract -2019-2023