

AGREEMENT BETWEEN

LIBERTY CENTRAL SCHOOL DISTRICT

And the

LIBERTY TEACHING ASSISTANTS, MONITORS
AND AIDES ASSOCIATION

July 1, 2008 – June 30, 2015

THIS AGREEMENT made and entered into as of the 3rd day of December 2012 by and between the Board of Education of the Liberty Central School District, Liberty, New York (hereinafter “the “Board” or the “District”) and the Liberty Teaching Assistants, Monitors & Aides Association (hereinafter “LAMA”) for and on behalf of itself and the employees now employed or hereafter employed by the Board in the negotiating unit hereafter defined.

WHEREAS, the Board has adopted the practices and procedures of collective negotiations as a peaceful, fair, and orderly way of conducting its relations with the professional employees of the District; and

WHEREAS, such practices and procedures are consistent with the functions and obligations of the Board under the law, and are consonant with the paramount interests of the school children, the school system and the public; and

WHEREAS, the parties desire to cooperate in establishing conditions which will produce the best possible education for the children of the District;

NOW, THEREFORE, in consideration of the mutual promises and obligations herein contained, the Parties agree as follows:

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ARTICLE 1. RECOGNITION

The Board has recognized LAMA as the exclusive representative of all full and part-time employees in the titles of Teaching Assistant, Teacher Aide, Monitor, Family Worker and T1 Supervisor (This includes all house titles associated with these official titles.)

ARTICLE 2. LAMA DUES DEDUCTION

- A. The Board will honor individual written authorizations on a District form for the deduction of LAMA dues, (which includes LAMA dues to NYSUT and its national affiliates). LAMA will certify to the District in writing, its current membership dues. Dues deductions shall be made from the eighteen (18) consecutive salary checks starting with the first paycheck in October and shall be promptly remitted to the LAMA Treasurer.
- B. The authorizations shall remain in effect unless a written revocation is received by the School Business Administrator no later than September 15 of each year.
- C. The Board, in making the foregoing deductions assumes no responsibility for the amount deducted or the correctness thereof. LAMA shall hold the District harmless for damages and expenses, including legal fees, resulting from dues deduction.

ARTICLE 3. AGENCY FEE

- A. Subject to the provisions of law, each employee of the District in the negotiating unit who is not a member of the Union, will pay an agency service fee toward the administration of this Agreement and the representation of such employee in collective negotiations. The amount of service fee shall be certified to the District by the Union.
- B. The District shall deduct such fee in the same manner that membership dues are deducted. The Union shall supply the District with a list of names of non-members at least ten (10) days prior to the deduction of the fee.
- C. The Union will adopt a refund procedure consistent with the law.

ARTICLE 4. SALARY SCHEDULES

Each year during this agreement the salary and salary schedules shall be:

Teacher Assistants

Salary Step Schedule per hour

	<u>2008-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
Step 1	\$ 17.83	\$ 18.19	\$ 18.55	\$ 18.92
Step 2	\$18.15	\$ 18.51	\$ 18.88	\$ 19.26
Step 3	\$ 18.44	\$ 18.81	\$ 19.18	\$ 19.57
Step 4	\$ 18.70	\$ 19.07	\$ 19.46	\$ 19.84
Step 5	\$ 19.11	\$ 19.49	\$ 19.88	\$ 20.28
*Longevity		10-\$575	10- \$575	10- \$575
		15-\$575	15- \$575	15- \$575

Teacher Aides and Monitors

Salary Step Schedule per hour

	2008-12	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
Step 1	\$ 12.79	\$ 13.05	\$ 13.31	\$ 13.57
Step 2	\$ 13.10	\$ 13.36	\$ 13.63	\$ 13.90
Step 3	\$ 13.42	\$ 13.69	\$ 13.96	\$ 14.24
Step 4	\$ 13.73	\$ 14.00	\$ 14.28	\$ 14.57
Step 5	\$14.47	\$ 14.76	\$ 15.05	\$ 15.36
Step 6	\$ 14.66	\$ 14.95	\$ 15.25	\$ 15.56
*Longevity	10-\$575	10- \$575	10- \$575	
	15-\$575	15- \$575	15- \$575	

Special Care Differential is \$ 0.40 per hour.

*Longevity will be measured by the time in the district and seniority will be determined by the time in a job title.

Retro pay for 2008-12 will distributed as follows:

	<u>Teacher Aides</u>	<u>Teacher Assistants</u>
2008-09	\$ 950.00	\$ 1,200.00
2009-10	\$ 950.00	\$ 1,200.00
2010-11	\$ 950.00	\$ 1,200.00
2011-12	\$ 950.00	\$ 1,200.00

The retroactive pay of 2008-09 and 2009-10 will be paid prior to December 31, 2012 and the retroactive pay of 2010-11 and 2011-12 will be paid the first pay period of January 2013.

ARTICLE 5. LEAVES

A. Sick Leave –

The following sick leave with pay shall be granted each year:

1. Employees covered by this agreement in their first year of employment shall receive one day per month of employment, which may be used as sick leave with pay. These days shall be earned on a monthly basis.
2. Full time employees of the bargaining unit receive ten (10) days per year of sick leave after one year of service. Part-time employees receive five (5) days per year of sick leave after one year of service.
3. Sick leave may accumulate up to a maximum of two hundred (200) days thereafter.
4. Sick leave may be granted for family illness for no more than seven (7) days each year out of the current year's entitlement days only and may not be taken from accumulated days. For the purpose of this provision, "family" shall mean mother, father, child, brother, sister, husband, wife, aunt, uncle or anyone in the employee's immediate family actually living in the household. Any sick leave because of family illness shall be subject to the approval of the Superintendent.
5. Definition of a Paid Sick Day. A paid sick day shall be at the employee's regular daily rate excluding any overtime.

B. Personal Leave

1. Full time employees of the bargaining unit receive two (2) days of personal leave with pay per year, which shall be non-cumulative. Part time employees of the bargaining unit receive one (1) day per year of personal leave that is non-cumulative. Personal leave may be granted only for personal business, which cannot be transacted except during the employee's workday. Such leave shall be granted providing the employee

notifies the District in writing at least one week in advance or as soon as the employee knows of the need for such leave, whichever is sooner.

2. Personal leave shall not be requested for days immediately prior or subsequent to a holiday or vacation period or days on which the employee is responsible for specially assigned duties in connection with the operation of school activities.
3. Personal days shall include days necessary for appearances in court, before PERB or before an arbitrator (but shall not include appearances before an Unemployment Insurance Hearing Officer, or before the Unemployment Appeals Board) provided, however, that where more than one employee in the District requests a personal day for any legal appearances set forth above, then the Superintendent shall develop a schedule to provide for the appearance of witnesses required in such legal proceedings consistent with all jobs and all work being performed.
4. Any unused personal leave days provided in paragraph 1 above shall be converted to the employee's accumulated sick leave at the end of that school year.

C. Holidays

Teacher Assistants and full time Teacher Aides shall receive five (5) holidays with pay. Paid holidays are New Year's Day, Veteran's Day, Thanksgiving Day, Christmas Day, and Memorial Day.

D. Vacations and Vacation Pay

Teacher Assistants and Full Time Teacher Aides will receive the following vacation days:

1. Unit members in their first two years of service do not receive vacations and vacation pay.
2. After two years of service – five (5) days paid vacation during the Winter Break.
3. After five years of service – in addition to the five (5) days paid vacation during Winter Break, five (5) days paid vacation during the Spring Break.

E. Bereavement Leave

In the event of death in the employee's immediate family, on each occurrence, employees shall be afforded three (3) consecutive workdays leave, which shall be noncumulative. The term "immediate family" shall include and be limited to father, mother, husband, wife, child, brother, sister, mother-in-law or father-in-law. Any other bereavement leaves shall be deducted from accumulated sick days.

F. Child Care Leave

An employee shall receive child care leave, without pay or increment, subject to the following conditions:

1. An employee wishing to take child care leave under the provisions of this agreement shall notify the Superintendent of Schools upon learning the approximate date of birth or adoption and before making application for child care leave.
2. Pregnancy shall be considered as any other medical condition and, therefore, a pregnant employee who intends to take childcare leave may continue to work as long as she is physically able.
3. Written requests made prior to childcare leave as set forth in (1) and (2) above will be granted on the basis of whole school terms for up to two school terms beyond the term in which the employee first leaves school. In no event shall such leave last less than the balance of the term in which the employee first leaves. Upon application by the employee at least 75 calendar days prior to the end of the school term in which the leave was to have terminated, said leave shall be extended for either one or two additional school terms, at the employee's option, but only one application under this sentence shall be permitted.
4. It will be incumbent upon an employee who is granted child care leave to notify the Superintendent of Schools in writing two (2) months prior to the termination of said leave of his/her intention to either resume his/her duties in the school system or of his/her desire to discontinue them. Employees failing to provide notification as indicated above will be advised by the District via certified mail that if they do not respond within 5 business days from receipt of the certified letter that they will be deemed to have resigned their position with the District.
5. Upon return to work the Superintendent of Schools shall attempt, insofar as possible, to assign the employee his/her original or a similar position.
6. The employee on childcare leave may continue employee's health insurance, at a payment of 100% of the premium by the employee.

G. Jury Duty

An employee absent on account of jury service shall have deducted from his/her pay an amount equal to the jury service fee he/she receives. Any employee who reports for jury duty and is thereafter excused, shall promptly report to the District for work. In the event that an employee loses no more than two (2) hours from his/her regular shift because of reporting for jury duty, he/she shall receive full pay for work on that day in addition to

compensation for jury services. In the event an employee loses more than two (2) hours from his/her regular shift because of reporting for jury duty, and District assigns him/her to work for that day, he/she shall be paid for all hours worked in addition to the member's compensation for jury service.

H. Medical Examination

The cost of any medical examination required by the District shall be borne by the District. The District at its option may request medical documentation to confirm the appropriateness of the use of sick leave for illness or injury. Such request may be made only in those instances where such absences constitute a potential pattern of sick leave abuse.

I. Sick Bank

1. Unit members who wish to participate in the sick leave bank shall contribute one (1) day of sick leave within thirty (30) days of the effective date of their employment on the renewal of the sick leave bank.
2. Unit members who shall contribute to the sick leave bank shall be eligible to receive time from the sick leave bank. Unit members who elect not to join the sick leave bank shall not be eligible to join the sick leave bank until it is renewed pursuant to paragraph 3 below.
3. The sick leave bank shall be renewable only after all days contributed to it have been exhausted and in the following manner: each unit member actively employed in the District and not on leave of absence (or any unit member who is not actively employed because said unit member is currently drawing from the bank) willing to participate in the sick leave bank as renewed shall submit to the District a waiver of no more than one (1) day of the unit members sick leave within thirty (30) days of the date upon which the sick leave bank is exhausted. Tenured unit members or unit members who have completed their probationary period who at the time the sick bank shall have been exhausted who have no sick leave days to contribute to the sick bank shall have the right to contribute one personal leave day or one vacation day and have their vacation pay reduced accordingly in order to participate in the sick leave bank.
4. The sick leave bank shall be administered by a committee of one (1) administrator appointed by the Superintendent and two (2) unit members appointed by the Association who shall act upon withdrawals. Appeals of the decision of the committee will go to the business officer for review and final decision that is not subject to the grievance procedure.

5. Withdrawals from the bank shall be limited to unit members who are involved in catastrophic, prolonged or disabling illnesses or accidents who have exhausted their sick leave. In no event shall any unit member withdraw from the sick leave bank in excess of one hundred and eighty (180) days for any one covered illness or accident.
6. In the event that the sick bank is exhausted, a unit member who had contributed a day to the previous bank may use a personal day to rejoin the bank, if the unit member does not have a sick day. When a unit member does not have a personal day that unit member shall be allowed until September 30th of the following school year to voluntarily use one of the new school year's sick leave days as the day to rejoin the bank.

J. Injury on the Job

An employee who is injured on the job shall receive full salary during his/her incapacity for a period limited to one (1) month. Any worker's compensation received for that period shall be assigned or paid to the District. No sick leave is to be charged against any individual on account of an on-the-job injury, except that in the event an employee is required to attend a worker's compensation hearing concerning his/her on-the-job injury, the time spent at any such hearing shall be deemed sick leave time and shall be charged against his/her sick leave.

ARTICLE 6. HOSPITALIZATION AND MAJOR MEDICAL INSURANCE

- A. Effective 7-1-06 the District shall participate in the same DEHIC ALT PPO Health Insurance Program. Eligible LAMA members will contribute to the premium cost for employees and their dependents as follows:

<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
5%	6%	6%

The District will assume the remainder of the premium cost. Eligibility and participation in this program shall be subject to the rules and regulations of the New York State Health Insurance Program.

- B. Employees must work more than twenty (20) hours per week on a regular school year basis in order to be eligible for health insurance.
- C. Unit employees who can demonstrate health insurance coverage from another source can opt out of participation in District sponsored health insurance coverage with parity to LFA contract per year. This decision must be communicated in writing to the District by the June date indicated in the annual communication from the School Business Administrator

regarding the health insurance buyout procedure for the upcoming school year. Payments will either be made quarterly or in one lump sum in the first pay period in October. The unit member must elect on the District provided claim form if they choose the one lump sum payment option. Failure to make a timely election will result in quarterly payments.

Employees who lose their coverage may upon return of the unused prorated portion of the buyout money return to the plan effective the earliest re-entry date.

D. The District shall provide retiree health insurance in the amount of 75% of the premium cost for retirees under the Individual Plan, and 75% of the premium cost for retirees under the Family Plan with the following stipulations:

i) Employee must have 10 years in the District

ii) There will be no Medicare reimbursement

E. Life Insurance:

Effective 7-1-06, the District agrees to provide \$1,620 total annual life insurance payable to the Association for the purchase of \$15,000 per person life insurance policy and will continue to fund in subsequent years provided policy does not increase by more than \$100 total per year.

F. Health Reimbursement Account (HRA):

Beginning in the 2013-14 school year each LAMA will receive \$400 annually toward an HRA account for each employee eligible for health insurance. (All administration costs from a managing company will be the responsibility of each individual member).

ARTICLE 7. NEW YORK STATE RETIREMENT PLAN

The District shall continue to participate in the New York Statement Retirement system now in effect, which includes Option 41j (application of unused sick leave as additional service credit upon retirement). For the purpose of Option 41j only, employees shall be entitled to accumulate up to two hundred (200) days sick leave.

ARTICLE 8. TERMINATION INCENTIVE

In the event an employee with ten (10) full years or more service in the District wishes to retire and notifies the Superintendent in writing, one (1) month in advance of his/her retirement date, he/she shall receive terminal compensation in the amount of one month's salary excluding overtime.

ARTICLE 9. WORKING CONDITIONS

A. Snow Days

- a. On days when the District officially closes because of snow, members of the negotiating unit shall not be required to report to work and there shall be no loss of pay for full-time employees. Part-time employees will not be entitled to snow days.
- b. Unused snow days added to the calendar extending Easter/Passover recess or Memorial Day weekend shall also be granted to these full-time employees with pay.

B. Teaching Assistant Preparation Period

A Teaching Assistant who is regularly employed for the school day shall receive a preparation period equal in length to the preparation period received by a teacher in the same school.

C. Teaching Assistant Work Day

Teaching Assistants shall work 6.5 hours per day plus a half hour unpaid lunch. Teaching Assistant to the elementary school library shall work 7 hours per day plus a ½ hour unpaid lunch.

ARTICLE 10. PAYROLL SAVINGS PLAN

The District shall make available a payroll deduction savings plan to one institution chosen by LAMA.

ARTICLE 11. FLEXIBLE SPENDING PLAN

The District shall establish, in concert with LAMA, a flexible spending plan in accordance with Section 125 of the IRS Code.

ARTICLE 12. MILEAGE

In the event a unit member is required or authorized to use his/her own vehicle for school business, he/she shall be compensated at the IRS rate established by July 1st of each year.

ARTICLE 13. EXTRA CURRICULAR AND OTHER COMPENSATION

Unit members performing extra-curricular duties shall be paid the same amount as if a LFA member performed the work. Participation in extra-curricular activities shall be voluntary.

ARTICLE 14. EVALUATIONS

- A. Bargaining unit members shall be evaluated on the evaluation form attached hereto as Appendix A. Teaching Assistants who have not yet received tenure shall be evaluated at least two times per school year. Other unit members on probation shall be evaluated at least two times during their probationary period. Tenured teaching assistants and other unit members who have completed their probationary periods shall be evaluated at least once each school year.
- B. A pre-observation conference will be held between the evaluator and the member to be evaluated prior to the first formal observation of the school year. Discussion at the conference shall include the criteria set forth in Appendix A and a copy of Appendix A shall be provided to the unit member.
- C. All observations of unit members shall be conducted openly and with full knowledge of the member.
- D. A supervisor visiting a class for the purpose of evaluating the unit member shall remain in the classroom for a sufficient period of time to determine if the goals of the pre-conference meeting or lesson objectives were met. The report of the supervisor shall show time spent in observation. Each report shall contain comments resulting only from the specific period designated in the report. The supervisor shall not make any adverse comments in the presence of students.
- E. Following the observation, the supervisor shall meet with the unit member to discuss, when possible, the evaluation within three (3) school days.
- F. Unit members will be given a copy of any evaluation report and will have the right to discuss such report with his/her supervisor before it is placed in their file. The member shall sign any observation report or evaluation report to indicate that he/she had seen the report. Such signature does not necessarily indicate agreement with the contents of the report. The member will have the right to submit a rebuttal or a statement about the observation or evaluation.

ARTICLE 15. TAX SHELTERED ANNUITY

- A. The Board upon written request of any negotiating unit member will make appropriate salary deductions for the unit member's participation in any of the twelve (12) designated tax sheltered annuity programs.
- B. Provided deductions are made in accordance with the authorization, the employee shall hold the Board harmless for damages and expenses including legal fees, resulting from any action taken against the Board under this paragraph.

ARTICLE 16. NO STRIKE

LAMA and the Board recognize that strikes and all other forms of work stoppages by the employees covered by this Agreement are contrary to law and public policy. LAMA and the Board subscribe to the principle that differences shall be resolved by peaceful, appropriate means without interruption of school programs. LAMA on behalf of itself and its members, therefore, agree that there shall be no strike, work stoppage, or any other refusal to perform work, nor shall LAMA in any way encourage, instigate, or condone the same.

ARTICLE 17. GRIEVANCE PROCEDURE AND ARBITRATION

- A. The parties declare it to be their objective to encourage fair and prompt resolution of complaints as they arise and to provide for orderly procedures for satisfactory adjustment.
- B. Disputes or grievances that there has been a violation of the specific terms of this Agreement shall be processed as follows:

STEP 1

An informal conference shall be held between the grievant and his immediate supervisor within three (3) working days of the assertion of the grievance with the objective of resolving the matter informally.

STEP II

If the grievance is not resolved informally at Step I, the aggrieved or LAMA may submit the grievance to the building principal in writing within three (3) working days after the procedure of Step I has been exhausted.

The building principal shall confer with the grievance within three (3) working days of receipt of the written grievance and the relevant data. He shall note his decision on the grievance form and return the form to the grievant within six (6) working days of said conference.

STEP III

If the grievance is not resolved at Step II, the aggrieved may appeal to the Superintendent by submitting the written grievance to the Superintendent together with the relevant data within ten (10) working days of receipt of the Step II decision. The Superintendent or his designee shall confer with the grievant within five (5) working days of receipt of the written grievance and the relevant data. The Superintendent shall note his decision on the grievance form and return the form to the grievant within ten (10) working days of the conference.

STEP IV

If the grievance is not resolved at Step III, the aggrieved may submit the dispute to the Board for decision within ten (10) working days of the Step III decision. The Board shall render its decision within twenty (20) working days of submission. The Board of Education's decision will be final.

STEP V

If the grievance is not resolved at Step IV, LAMA may appeal the matter to arbitration by serving a demand for arbitration upon the Superintendent of Schools. The demand shall identify the issue to be submitted to arbitration, the contract provisions claimed to have been violated and the relief sought. The arbitrator shall be selected, in rotation based upon availability, from the list attached hereto as Appendix B. The arbitrator shall not add to, subtract or modify any provision of this agreement and his or her decision shall be final and binding upon the parties. The decision of the arbitrator shall not be retroactive to a date prior to 30 days before the submission of the grievance at Step I of this grievance procedure.

ARTICLE 18. DISCIPLINE

No aide or monitor shall be punished by a penalty of greater than 30 days suspension without just cause being shown. Disputes pursuant to this Article shall be resolved pursuant to the procedures in Article 17, Grievance Procedure and Arbitration.

ARTICLE 19. LAYOFF AND RECALL PROCEDURE

Layoff and recall procedure for unit members not covered by Civil Service Law or Education Law:

1. Part time employees will be laid off prior to any full time employees
2. Full time employees in the title where positions will be eliminated will be laid off in inverse order of seniority.
 - a. Seniority for layoff purposes shall be determined by time worked in that title.
3. A preferred eligible list for the rehire of laid off employees shall be maintained. A laid off member shall remain on the preferred eligible list for up to seven years.
 - a. The preferred eligible list shall be used to fill positions in the title where the laid off employees worked at the time of layoff.
 - b. The preferred eligible list will be constituted in order of seniority. Part-time employees, regardless of years of service, will not have greater seniority for recall purposed than any laid off full time employee. Part-time employees shall appear on the preferred eligible list after the least senior full-time employee. Part-time employees shall then be listed on the preferred eligible list in their order of seniority determined by their most recent date of hire with the District in that position.
 - c. Part-time employees on the preferred eligible list shall only be eligible for recall to part-time positions.

ARTICLE 20. REVIEW OF PERSONNEL FILE

Each unit member shall have the right, upon request, to review the contents of his own personnel file. The review shall be made in the presence of the administrator responsible for the safekeeping of the file. Privileged information such as confidential credentials or the recommendations and related personal references shall not be subject to review. Upon the specific request by the member, a LAMA representative may be present with the member. The member may copy any non-privileged information he/she desires. Such files must be maintained by the Administration for a minimum of five (5) years. Upon inspection, in the event that the member and the District both agree that material subject to inspection in the file is untrue, it shall be removed from the file.


ARTICLE 21. LABOR MANAGEMENT COMMITTEE

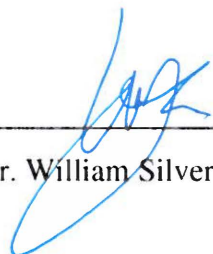
The parties shall create a Labor Management Committee with equal membership from both parties. The Committee will meet at regular intervals or at other times as necessary to attempt to resolve concerns advanced by either party.

ARTICLE 22. TERMS OF AGREEMENT

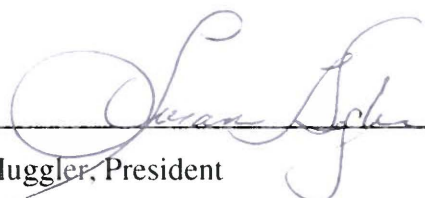
The agreement shall become effective December 3, 2012 and shall continue to and including June 30, 2015.

BOARD OF EDUCATION, LIBERTY CENTRAL SCHOOL DISTRICT

By  _____ 3/26/2013
Daniel Parkhurst, President Date

By  _____ 3/26/13
Dr. William Silver, Superintendent of Schools Date

LIBERTY TEACHING ASSISTANTS, MONITORS & AIDES, ASSOCIATION

By  _____ 4/1/2013
Susanne Huggler, President Date



APPENDIX A

LIBERTY CENTRAL SCHOOL DISTRICT

Teacher Assistant/ Aide Observation Form

Name: Teacher Assistant/ Aide *Please select*

Date of Observation:

School Building:

Supervisor:

Observed By:

Duration:

Status: Probationary Other

Observation:

Commendations:

Recommendations:

Overall Evaluation: Excellent Satisfactory Needs Improvement

Comments by Employee:

A copy of this report has been given to me and I have read and discussed this evaluation with the evaluator. It does not indicate that I necessarily agree with the evaluation. I also understand that I have the right to respond in writing to this evaluation.

Signature: _____
Teacher Assistant/Aide *please select* Date _____

Signature _____
Evaluator Date _____

APPENDIX B

1. Howard Edelman
2. Rosemary Townley
3. Jeffrey Selchick