Contract Database Metadata Elements

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Employer Name: Jamestown City School District

Union: Association of Jamestown Paraprofessionals, New York State United Teachers (NYSUT)

Local: N/A

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For additional information on the ILR School - http://www.ilr.cornell.edu/
Agreement

Between

The Superintendent of
Jamestown City School District

And

The Association of Jamestown
Paraprofessionals (AJP)

July 1, 2008-June, 30, 2013
ARTICLE I
RECOGNITION

The Board hereby recognizes the Association of Jamestown Paraprofessionals as the exclusive representative for all Paraprofessionals (formerly called teacher aides) and Bus Attendants (formerly called Bus Monitors) in the District except for day-to-day substitutes. The Board, therefore, will not enter into any agreements with individuals of the Association.

ARTICLE II
FAIR SHARE

Effective July 1, 1992, the District agrees to deduct from the wages of all employees in the negotiating unit who are not members of the Association, an Agency Fee in an amount equivalent to the dues of the Association, including dues of the New York State United Teachers (NYSUT) and to promptly transmit the sums so deducted to the Association.

The Association agrees to indemnify and save the employer harmless from any and all claims, suits or any other forms of liability arising out of deductions for money for Association dues under this Article.

The amount of dues to be deducted shall be communicated in writing to the District, signed by the president and treasurer of the Association.

ARTICLE III
JOB ASSIGNMENT

Assignments will be provided in writing during the first week of school. Said assignments are subject to change due to unforeseen changes such as enrollment, staff, program, or etc.

The Paraprofessional may be assigned other duties within the Paraprofessional classification by the principal for emergency situations, (e.g., layoffs, job consolidations, etc.) for special needs that may arise or when the Paraprofessional is not productively utilized on the regularly assigned job, as determined by the building principal.

Pursuant to Part 80.33 a. of the Commissioner's Regulations, a Paraprofessional may be assigned by the Board of Education to assist teachers in such non-teaching duties as:

(i) Managing records, materials, and equipment;
(ii) Attending to the physical needs of children; and
(iii) Supervising students and performing such other services as support teaching duties when such services are determined and supervised by teachers.
ARTICLE IV
EMPLOYMENT

Section 1 - Employment Policy: It is the policy of the Board that its employees shall be selected, retained and promoted on the basis of fitness, merit and efficiency.

Vacant positions shall be posted on the District's website, in each building, at the Administration Building and sent via e-mail to the AJP President. Interested paraprofessionals may submit a letter of interest. Candidates will be canvassed in order of seniority. Outside candidates will not be considered until current employees have been canvassed for an interview.

Paraprofessionals who have been involuntarily transferred for reasons other than evaluation or discipline shall have priority for interviews for openings over Paraprofessionals requesting voluntary transfers.

When a new position is created, it shall be posted and any current employee may apply.

Every effort will be made to fill a vacancy within fifteen (15) working days unless mutually agreed.

Each employee is expected to give faithful and competent service and the continuation of his/her employment shall be based in accordance with applicable law, the necessity of the work and the appropriations of sufficient funds.

Positions which shall be subject to the policies adopted herein shall be all those positions for which no certificates are required by law.

Section 2 - Performance Evaluations: All Paraprofessionals shall be evaluated annually by the Building Principal or designee before June 1st of each school year and a copy furnished by this date to the Paraprofessional. During the first year of employment, evaluations may be made more frequently; however, the District establishes yearly evaluations following one (1) year of service. If there is a problem, it is hoped that it can be worked out satisfactorily with the Paraprofessional and the supervisor, but should any employee desire to discuss a problem with the Superintendent or designee, they are encouraged to do so.

Section 3 - Method of Selection: The Human Resources Office serves as a screening department for all applications or requests for transfer from one position to another. The Building Principal, after reviewing the applications, will make recommendation to Central Administration. Selection is based upon qualifications and former working records of the applicants. Priority shall be given to current employees based upon seniority if all other criteria are equal.

Upon written request, unsuccessful candidates will be given written reasons within two weeks why they were not given the position. The Association president will be notified of all unit persons bidding for vacancies in the unit and of successful bidders awarded positions.
Section 4 - Reporting Absences: Employees are responsible for reporting all absences to their assigned building by using the computer or phone system currently in use. The Association must be consulted on changes to this system and provided with in-service opportunities.

An absence without permission for a period exceeding three (3) consecutive working days may be deemed to be a resignation and such action would follow. This includes failure to return to a position upon the expiration of an authorized leave of absence.

Those employees who may not be able to access the automated system will need to report their absences to the Human Resource office as above, prior to 7:30 A.M. whenever possible.

Section 5

A. Work Year: The work year for paraprofessionals may exceed the pupil school year by one (1) day; in no case shall the paraprofessional work year exceed one hundred and eight-six (186) days.

All actively employed Paraprofessionals are guaranteed continued employment in their present position with the District following all recess and vacation periods unless notified that their services are unsatisfactory or that reductions in staff are necessary.

B. Work Year for Twelve Month Paraprofessionals

Paraprofessionals who work twelve months at the GALC are eligible for vacation days. Vacation eligibility will be based on the employee's length of service as a twelve-month paraprofessional as of July 1 in accordance with the conditions herein:

1st-4th Years: 10 working days
5th-9th Years: 14 working days
10th-19th Years: 20 working days
20th Year and Above: 23 working days

All vacation days must first be used during the GALC's scheduled vacation periods. Any vacation days remaining after these scheduled vacation periods must be approved by the GALC administrator and the District's Human Resources Director prior to being taken.

Any 12 (twelve) month employee eligible for vacation must be employed in the 12 (twelve) month position for 1 (one) year prior to being eligible for vacation days as indicated above.

Days credited are earned on a pro-rated basis according to the above schedule per month of employment as a twelve month paraprofessional. Vacation days
are not earned for any unpaid leaves of absence in accordance with the conditions herein.

Should the employee leave the twelve month position or the employ of the District prior to June 30 of any given contract year, vacation days taken but not earned shall be repaid to the District by way of automatic deduction from any amount owed to the employee in the last paycheck issued. Vacation days earned and not used shall be reimbursed to the employee.

Vacation days are additional days granted above and beyond days off as listed in the collective bargaining agreement.

Section 6 - Work Day: All Paraprofessionals are to work the hours assigned for the position with one-half hour unpaid lunch break, if applicable. Paraprofessionals working in the Early Childhood Learning Program will continue to participate in the practice of eating lunch during student supervisory time, according to the schedule created by the principal and the classroom teacher. The building principal shall retain the right to schedule the workday for ECLP Paraprofessionals in accordance with the needs of the children.

In the event that the school day increases beyond 6.5 hours, the paraprofessionals' hours will increase in increments of fifteen (15) minutes to cover the additional time.

The bus attendants will be guaranteed four (4) hours per day; two (2) hours in the morning and two (2) hours in the afternoon.

Section 7 – Involuntary Transfer

A. It is recognized that some involuntary transfers or reassignments may be unavoidable, but the parties agree that such transfers or reassignments shall be held to a minimum.

B. During the school year, two (2) weeks advance notice of such involuntary transfer shall be given to the paraprofessional or as soon as practicable and, under normal circumstances, not later than June 1 of the school year, except in cases of emergency, for an end-of-the school-year involuntary transfer.

C. If necessary transfers or reassignments occur, Administration will immediately notify those affected and apprise them of the contemplated changes. Those receiving involuntary transfers will be advised of current vacancies at the time notice is given.

D. When involuntary transfers or reassignments are necessary, the transfer will only be made after a meeting is held with the Paraprofessional, the Paraprofessional’s Principal, and an Association representative. The reasons for such transfer or reassignment shall be given to the Paraprofessional.
ARTICLE V
SENIORITY

Section 1 - Definition: Seniority shall be defined as the length of continuous service with the Paraprofessional Unit.

When more than one employee is hired on the same date, seniority will be determined by the date of the Board meeting, then by order listed on the personnel agenda.

Section 2 - Adjustment of Seniority: The seniority credited to each employee shall be adjusted to reflect periods of unpaid leaves and/or absences when considering longevity and layoff.

Section 3 - Loss of Seniority: Seniority shall be broken and the employee shall lose all seniority rights based upon the following reasons:

a) if the employee quits;
b) if the employee is terminated;
c) if the employee is absent for three (3) consecutive work days without notifying the employer and fails to give explanations for the absence and lack of notice which are satisfactory to the school administration;
d) if the employee fails to return to work following a recall from layoff;
e) if the employee is on layoff for a period exceeding two (2) school years (20 working months).

Section 4 – Summer School Seniority: The District will maintain a separate seniority list for summer school. This will include all unit members that have been employed during summer sessions. Selection for future summer school employment will be based on this seniority list.

Section 5 – Bus Attendant Seniority: The District will provide an updated bus attendant seniority list at the time of the orientation/bus run selection meeting. Bus runs will be selected at this meeting based on seniority.

ARTICLE VI
LAYOFF

Section 1 - Layoff Procedures: When it is necessary for reductions to take place in the Paraprofessional Unit, the following procedure shall be followed:

a) The individual whose position is being eliminated will have the opportunity to bump the least senior employee serving in a position with the same number of hours as the removed employee had as of May 1.
b) The employee being bumped, if they are not the least senior in the bargaining unit, shall have the opportunity to bump the least senior in the unit.


c) The least senior in the unit shall be laid off.

An employee reduced in hours shall have rights (based on seniority) to the first available position for which they are qualified with increased hours up to their original number of hours. If after two (2) school years (20 working months) the individual is still at reduced hours, they shall no longer have the right to increase their hours.

A list of available positions will be provided to all employees who have been removed from their positions and who have bumping rights. Employees shall indicate their choice of positions in order of preference. Recommendation will be made by the principal(s) involved. Final decision in placement will be made by administration. If there is more than one position affected, the principal may conduct interviews and recommendation will be made from those candidates so removed in (a) above.

d) All affected employees shall be given the option of bumping or taking a voluntary layoff in place of bumping.

Section 2 - Benefits while on Layoff: If an employee with three (3) or more years of service suffers a layoff, such Paraprofessional will be transferred to the priority substitute list at the rate of pay earned as a regular employee. This benefit will remain as long as the employee continues to serve as a substitute on a regular basis. All benefits earned as a regularly employed Paraprofessional will be frozen while serving as a substitute (i.e., the use of sick leave will be frozen and the employee will not continue to earn days, and the cost of all health insurance may be picked up by the employee and paid directly to the Human Resources Department.) This benefit will be extended according to Laws and Regulations applicable to Health Care coverage.

Those with less than three (3) years of service who suffer layoff may be transferred to the priority substitute list if they so desire. Salary earned will be at the substitute rate. If rehired within one (1) year, the individual will be returned to the rate of pay earned prior to the job elimination.

ARTICLE VII
RECALL

Laid off employees shall be recalled in the inverse order of the layoff; i.e., the most senior employee shall be recalled to the first opening in the Unit. If the vacancy requires a specific skill, recall then would be made to the most senior on layoff who has the skill required for the vacancy. If no one on layoff possesses the needed skill, the District may hire from the outside. All recalled employees shall report to work on the date established by administration.
Employees recalled shall return to the rate of pay they were earning at the time of layoff and all earned benefits shall be restored.

ARTICLE VIII
BENEFITS

Section I - Health Insurance: Effective January 30, 1995, health insurance will be available to Paraprofessionals working six (6) or more hours per day and five (5) days per week following three (3) months of employment.

Effective three (3) months from date of employment, the Board of Education will provide hospitalization and surgical benefits along with major medical in accordance with this contract.

All Paraprofessionals working less than the above listed hours who were on the active payroll as of January 30, 1995, shall be grandfathered regarding their eligibility for insurance.

The District shall make every effort to hire full-time employees to fulfill the needs of the students and the District.

All participating members shall receive the benefits covered under the Plan Document at the time of the signing of this agreement. Should the Plan Document be revised at any time during the duration of this agreement, the parties shall meet to discuss those revisions.

Should a new plan be chosen, no loss of benefits shall occur unless approved by the Association.

Members enrolled in the Indemnity Plan as of September 1, 2008, will have a one time option of moving to the PPO or POS plans during open enrollment in March 2009 at the current PPO and POS employee contribution rates as follows:

<table>
<thead>
<tr>
<th></th>
<th>Rate</th>
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</thead>
<tbody>
<tr>
<td>Single</td>
<td>6%</td>
</tr>
<tr>
<td>Two-Person</td>
<td>15%</td>
</tr>
<tr>
<td>Family</td>
<td>15%</td>
</tr>
</tbody>
</table>

Effective September 1, 2009, all employees hired before July 1, 2008 who select the Indemnity Plan will pay the following employee contribution rate:

<table>
<thead>
<tr>
<th></th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single</td>
<td>10%</td>
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<tr>
<td>Family</td>
<td>20%</td>
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</table>

Participants remaining in the Chautauqua County Schools "Indemnity Plan" shall have a deductible of $100 for a single plan and $200 for a family plan.

All members hired prior to July 1, 2008, that are already enrolled in the PPO or POS plans will pay the following employee contribution rates:
All members hired on or after July 1, 2008, will be eligible for only the POS plan. Members falling within this classification will pay the following employee contribution rates:

<table>
<thead>
<tr>
<th>Type</th>
<th>Contribution Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single</td>
<td>6%</td>
</tr>
<tr>
<td>Two-Person</td>
<td>15%</td>
</tr>
<tr>
<td>Family</td>
<td>15%</td>
</tr>
</tbody>
</table>

Section 2 - Health Insurance Buyout: Any Paraprofessional who is eligible for health insurance may submit to the District written notice that they do not wish to participate in any health insurance plans offered by the District. Such notice must be submitted by June 30th. A Paraprofessional who submits such a notification and who remains out of the insured group for the entire school year, shall receive, prior to June 30th of that school year, a payment of $1,000 if waiving family coverage, and $500 if waiving single coverage. In order to receive this payment, the Paraprofessional must:

1) Remain out of any District-sponsored plan for the entire school year
2) Not be covered under any plan paid for by this District
3) Prove that they have health insurance coverage through another source as evidenced by certificate of coverage or active enrollment card
4) Resubmit proof of alternative coverage annually before July 1st.

Should circumstances change where the Paraprofessional is no longer covered by another health insurance plan for any reason, written notice will be given to the District requesting health insurance coverage. Insurance will then be provided on the first day of the month after such written notification. The amount of the buyout as listed above shall be pro-rated for the period of non-coverage.

Section 3 - Dental Insurance

Effective September 1, 2009, the District will offer dental insurance, through the carrier of their choosing. Dental insurance premiums will be paid in full by the employee. The District agrees to pay any administrative costs related to this dental plan.

Section 4 - Flex Plan (Section 125 Plan): Employees may utilize this pre-tax spending plan in accordance with the IRS rules for

- Accident and health plans including medical insurance, medical reimbursement, short-term disability, etc.
- Dependent Care Assistance
The Plan year shall be from September 1 through August 31 of each year. The District shall pay the administrative fee for each year of the contract.

The District shall contribute the amounts listed below:

A. **Employees Hired Before February 15, 1996:**

Each full-time (6 hour) eligible employee shall receive $450.00 for each full school year. A prorated amount shall be contributed by the District for those working less than ten (10) months per year.

Twenty (20) hours to twenty-nine (29) hours per week Paraprofessionals shall receive a prorated contribution.

B. **Employees Hired Between February 15, 1996-June 30, 2000:**

Employees hired between February 15, 1996 and June 30, 2000, working at least six hours or more, shall receive contributions of $215.00.

C. **Employees Hired After June 30, 2000:**

Effective September 1, 2009, employees hired after June 30, 2000, working at least six hours or more a day shall receive a contribution of $75.00.

To be eligible for this benefit, the employee must have worked three (3) months for the District.

**Section 5 - Life Insurance:** Employees who are scheduled to work at least four (4) hours per day are eligible for a $10,000 term life insurance policy paid for by the District. Another $10,000 in term life coverage is available to these employees at the employees' cost. Such enrollments are subject to the requirements of the Plan.

**Section 6 - Retirement:**

A. **Retirement Plan:** Effective the first of the month following three (3) months from the date of regular employment, the Board of Education will pay the full amount of the retirement cost for the noncontributory "75i" Plan and the "41j" Plan of the New York State Employees' Retirement System for all employees hired prior to July 27, 1976. All employees hired after that date are subject to a three percent (3%) employee contribution requirement.

B. **Retirement Award:** Employees who, on July 1, 1992, were either on the District's active payroll or who were on a leave of absence or layoff, and who meet the eligibility requirements of receiving terminal leave, will receive upon their retirement, an award equal to forty percent (40%) of their unused accumulated sick days, including personal days through July 1, 1995. The maximum days for terminal leave credit at the time of retirement shall be capped.
at the number accumulated as of June 30, 1995. At retirement, this maximum number can be less if a member has utilized some of those days for sick time purposes. However, if the member reduces their days below the maximum they can increase their total back to the maximum (which was established on June 30, 1995) by accumulating more sick days prior to retirement.

The maximum number of days for this award shall not exceed ninety (90) days for the ten (10) month employees. Payment of the Retirement Award shall be made (at the option of the employee) in the following manner:

1. In one lump sum
2. To purchase Health Insurance
3. Extended time

Any terminal leave incentive will be paid into the District’s 403-b governmental plan. Such contributions will be paid as unearned income into the paraprofessional’s 403-b discriminatory plan.

If the employee elects extended time, these days shall be used to extend the employee’s date of retirement beyond the date that the employee actually physically leaves the employ of the school district. These days shall not be used for additional service credit with the New York Employees' Retirement System under 41j Plan, but the remaining number, up to the maximum of 165 allowable under the 41j Plan will be used as additional service credit.

All the employees must notify the Human Resources Office of their intent to retire by February 1 of the year in which they plan a June retirement. Payment of terminal leave, to occur by September 30 of the same year, is subject to meeting this notification time unless deemed by Administration that special circumstances prohibited the employee from serving proper notification.

The employee will be continued under the current health insurance plan and contribute at the rate of contribution for active employees for the period equaling the employee’s terminal days forty percent (40%). At the expiration of terminal days, the employee has the option of carrying his/her health insurance coverage at the retirement rates established by the District.

C. Retirement Procedure: There is no mandatory age for retirement.

Each retiree eligible for terminal leave must complete the retirement form in order to determine the correct compensation depending upon his/her employment status and rate of pay. INFORMATION SHOULD BE SECURED FROM THE HUMAN RESOURCES OFFICE PRIOR TO MAKING APPLICATION FOR RETIREMENT TO THE RETIREMENT SYSTEM.

Section 7 - Jury Duty: Employees who serve on jury duty will not suffer a loss of salary and may retain any allowance received from the courts for travel expenses.
Section 8 – Sick Leave/Personal Leave:

A. Purpose: Pay for leave time will be provided on a accumulative basis for the primary purpose of protecting an employee's family living income during protracted periods of unavoidable absence due to illness, accident, or personal business.

B. New employee accumulation: New employees with less than one (1) year of service shall receive leave credit at the rate of one point two (1.2) days per month of employment.

C. Crediting of leave days: At the beginning of each fiscal year, each employee will be credited with 12 leave days.

The crediting of these days assumes that service (in months) will be rendered equivalent to the total number of such days credited.

Employees on leave of absence for any reason cannot add to their accumulation of sick leave credit while on leave. All employees must be “in service” (actively working) in the District in order to accumulate days of sick leave credit or to receive benefits from the sick leave program.

If service terminates before the end of the fiscal year, the amount of leave earned for that year will be prorated. If the final balance of sick time is negative, the overpayment shall be adjusted in the employee's last paycheck or the employee will be required to repay the overpayment.

D. Accumulation: Unused leave days at the end of the school year shall be accumulated to each employee's credit to a maximum total credit of 170 days.

E. Doctor's excuse: For any periods of disability, the District requests that the employee submit a letter accompanied by a Doctor's certificate indicating days of such disability.

Should a unit member be on an extended sick leave of three (3) days or more, the District can require a medical examination by a doctor of the District's choice. The District shall pay all costs and not charge time off necessary for the examination against the member's sick leave or personal days.

F. Notification of sick leave: Each unit member shall be notified once annually of their accumulated sick leave.

G. When a paraprofessional registers an absence for the purpose of undertaking a screening for breast or prostate cancer, the paraprofessional will use the current substitute calling system, register one-half personal illness day, which may equate to four hours or less depending on the paraprofessional's part or full time status.
Within five days after the screening, the paraprofessional will provide the District’s Human Resources Department with a medical notice of proof that the screening was performed. Once this medical notice is received by the Human Resources Department, the member will be reimbursed for the partial personal illness day.

H. Family Illness: Sick leave up to a maximum of five (5) days per occurrence may also be used for family illness. Family is defined as wife, husband, in-laws, child, parent, brother, sister, grandchildren, grandparents, or other relatives living in the home. For this purpose only, family may include person(s) who reside in your household, but who are not listed herein. This may include care for a relative who has given birth.

I. Bereavement: In case of a death in the family (as listed above) a maximum of five (5) days for each bereavement may be used from sick leave accumulation. Employees may apply to the Superintendent, and, with his approval, may use up to a maximum of five (5) days to attend a funeral(s) of an individual(s) not defined above.

A total of ten (10) days may be used, if needed, in case of the death of a parent, spouse or child.

J. Sick leave counseling: The District has the right to counsel employees suspected of abuse of sick days. Progressive discipline shall be used in all cases of abuse.

K. Personal days: Up to four (4) of these leave days can be used as Personal days. Personal days may be used for whatever that employee deems personal. Personal days may not be used the day before or the day after a holiday without written approval from the Superintendent.

Requests for personal days are to be reported to the substitute calling system by noon, two working days prior to the requested day off. In emergency situations where two days notice is not possible, the individual shall call the Human Resources Department directly during normal business hours.

L. Court order or subpoena: Should an employee be required to appear in court pursuant to a court order or subpoena, sick leave may be used for this purpose. Should the employee be required to appear in court as a direct result of their employment with the Jamestown Schools, the employee will be paid their regular wage with no deduction of leave days.

In all cases, the proper request form must be completed by the employee and approved by the supervisor as soon as practicable. (See Appendix)

M. Perfect attendance: As an incentive for those with perfect attendance, employees who do not use any sick time during any one quarter of the year, excluding
bereavement for a death in the family as defined in Article VIII, Section 6.H, or personal day, will receive payment as follows:

- September-November $100
- December-February $100
- March-May $100
- June $50

N. Unpaid sick leave: An employee may, at any time prior to the expiration of the paid sick leave, request, in writing, an extended unpaid leave of absence. A doctor's certificate must accompany the employee's request and should state the approximate date of return. When an employee recovers and is released by the attending physician so as to return to his/her regular work, notification must be given to the Human Resources Office.

O. Child rearing leave: Employees may be granted a child-rearing leave upon written request for a period of one year from the date of initial disability. A child-rearing leave is without pay.

P. Adoptive leave: An employee who desires to be granted leave by reason of his or her adoption of a child may receive similar leave as outlined under child-rearing leave, which shall commence upon the receipt of de facto custody of the child, or earlier if necessary to fulfill requirements for the adoption. The length of such leave will be consistent with a child-rearing leave.

All leaves must be requested in writing and indicate the probable date of return which must be mutually agreeable to both parties.

Q. Other leaves: Leaves for other purposes may be granted for special reasons but shall be subject to the consent and approval of the District. It is expected that all employees shall schedule personal family vacations during recess and vacation periods and consent will be given only in cases of emergency or special need as determined by Administration.

Section 9 - Sick Leave Bank

During the first thirty (30) days of employment, all unit members shall be eligible to voluntarily join the sick leave bank. This is a one-time election. Should the unit member decide not to join, they shall not be eligible at a future date. Should a unit member join the sick leave bank and later decide to withdraw, they shall not be eligible to rejoin. The Human Resources Office shall inform all new employees immediately upon hire of the sick leave bank. They shall have three (3) weeks from that date to make their decision.

The following conditions shall apply to joining the sick leave bank (SLB):

1. Each new member of the Sick Leave Bank shall contribute one (1) day to the bank upon joining the SLB.
2. If, as of June 30 of any given year, the number of accumulated days in the SLB goes below 300 days, all members will contribute one (1) day the following September. The maximum number of days in the bank shall not exceed five hundred (500) days.

3. It is understood and agreed that sick leave days deposited into the bank become the sole and exclusive property of the bank. No member may claim entitlement to such days at any time.

The following procedures shall apply to the use of the sick leave bank:

1. A member must work for a period of one (1) year before they are eligible to use the sick leave bank.

2. Members requesting the use of the bank must be on extended leave due to personal illness and must use all of their own sick leave and personal days before drawing from the bank.

3. A waiting period of five (5) working days must pass following the use of employee's earned days and the beginning of the sick leave bank.

4. Application to use days from the bank may be made on the appropriate application form and must be accompanied by a doctor's statement certifying the individual is unable to perform regular duties. The application shall be sent to the Human Resource Office.

5. Within five (5) working days of the receipt of the application, the Bank Committee, composed of two (2) members of the Paraprofessional Unit and the Director of Human Resources (or designee) shall act upon the application. The decision of the Committee shall be final and binding.

6. The maximum number of days a member is eligible to use is fifteen (15). If over five (5) days are used, one-third of the days over five (5) shall be returned to the bank the next school year in addition to the regular donation of one day.

7. Provisions of this bank do not extend from one school year to the next.

8. The Sick Leave Bank Committee shall be furnished a list of current members.

9. The Sick Leave Bank can be utilized once per school year by a member.

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<thead>
<tr>
<th>If borrowed:</th>
<th>Repayment due:</th>
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<tbody>
<tr>
<td>1-6</td>
<td>No repayment</td>
</tr>
<tr>
<td>7-9</td>
<td>1 day</td>
</tr>
<tr>
<td>10-12</td>
<td>2 days</td>
</tr>
<tr>
<td>13-15</td>
<td>3 days</td>
</tr>
</tbody>
</table>
ARTICLE IX
GRIEVANCE PROCEDURE

Section 1 - Grievance definition: A grievance is a claim by either an employee or the Association representing the employee(s) that there has been a violation of a provision or provisions of this agreement.

Section 2 - Time Limits: It is the intent of the parties that the grievance be resolved as quickly as possible while the facts of the matter are as fresh as can be in the minds of those involved. Accordingly, the time limits set forth in this Article are of primary importance. Time limits must be strictly observed, only to be extended by mutual consent of authorized representatives of the District and the Association. To be binding on the parties, any such extension must be in writing.

"Days" referred to in this article shall mean workdays.

To be a valid grievance to which the District must respond, the grievance must be submitted in writing at Stage 2 no later than the twentieth (20) day after the grievant had knowledge of or should have had knowledge of the occurrence out of which the grievance arose.

If the District does not respond to a grievance within the applicable time limit, the Association may submit the grievance to the next stage within the time which would apply if the response has been given the last day of the time limit. If the aggrieved person does not appeal the grievance to the next stage within the applicable time limit, the grievance shall be deemed to have been settled by the last response of the District. The District need not consider the grievance further and further appeal is barred.

Section 3 - Stage 1, Immediate Supervisor: The aggrieved will first discuss the matter with his/her immediate supervisor, with the objective of resolving the matter informally. If a resolution cannot be reached on an informal level, the aggrieved will reduce his/her grievance to writing.

Section 4 - Stage 2, Human Resources: The immediate supervisor or Director of Human Resources may schedule a meeting to consider the grievance with the aggrieved person(s) and the designated Association representative within the ten (10) days after receipt of the grievance. The immediate supervisor or Director of Human Resources shall respond in writing to the grievance within five (5) days after the Stage 2 meeting is held.

Section 5 - Stage 3, Superintendent: If the aggrieved person(s) and the Association is/are not satisfied with the response of the immediate supervisor or the Director of Human Resources, the Association shall notify the office of the Superintendent in writing within ten (10) days after receipt of the Stage 2 response. The Superintendent, or designee, shall schedule a meeting if so requested by the aggrieved and the Association to consider the grievance with the aggrieved person and the designated association representative within ten (10) days after receipt of the notice.
Superintendent or designee, shall respond to the grievance within ten (10) days after the Stage 3 meeting is held or within fifteen (15) days after the receipt of the grievance if there is no request for a meeting.

Section 6 - Arbitration:

a. If the Association is not satisfied with the response of the Superintendent, or designee, the grievance may be sent by the Association to binding arbitration for resolution. To do so, the Association shall send a demand to the American Arbitration Association (AAA) or Public Employment Relations Board (PERB) and shall simultaneously send a copy of the demand to the office of the Superintendent. The copy must be received in the office of the Superintendent not later than the thirtieth (30th) day following the day on which the Superintendent's response is sent to the Association.

b. The demand shall request arbitration of no more than one specifically identified grievance unless both parties have expressly agreed in writing to the submission of more than one grievance to a single arbitrator. Selection of the arbitrator shall be in accordance with the rules of the American Arbitration Association (AAA) or Public Employment Relations Board (PERB).

c. The arbitration will be conducted according to the Voluntary Labor Arbitration Rules of the AAA to the extent that they are consistent with this Agreement. The fees and expenses of the arbitrator will be shared equally by the District and by the Association. All other expenses shall be borne by the party which incurred them but if the adjournment of an arbitration hearing results in a fee being charged by the arbitrator, the party which requested the adjournment shall pay the entire fee.

d. The arbitrator shall hear the grievance presented, if it is properly before the arbitrator and determine whether this Agreement has been violated as alleged in the grievance. The arbitrator may award an appropriate remedy for any such violation. The arbitrator may not consider any substantive issue raised for the first time in arbitration, but the arbitrable issue may be considered by the arbitrator unless that issue has been previously decided by a court. The arbitrator shall have the right to interpret, apply or determine compliance with the provisions of the Agreement. The arbitrator shall have no power to award back pay prior to the twentieth (20th) working day immediately preceding the date on which the grievance is submitted in writing at Stage 2.

Section 7 - Election of Forum: If a grievance is submitted to arbitration, such submission shall constitute an election of forum by the grievant and by the Association and constitute a waiver and a bar to any and all rights the grievant or the Association has or may have to submit the subject matter of the grievance for resolution or review to any agency or tribunal (whether judicial, executive, administrative or legislative) not provided for in this grievance procedure. A grievance which alleges conduct that violates this Agreement and which also may violate a law, or rule or regulation have the
force and effect of law, may not be submitted to arbitration of the subject matter or the grievance has been or is being simultaneously submitted by the grievant or the Association to any other agency or tribunal (whether judicial, executive, administrative or legislative) for resolution or review.

ARTICLE X
MISCELLANEOUS

Section 1 - Weather Days: When schools are closed by the Superintendent due to weather and/or emergency conditions, employees shall not suffer a deduction from their salary or be required to take the day as a personal day.

Any unit member required to work on a day when schools are closed due to weather and/or emergency conditions, will be paid at the rate of one and one-half times their hourly rate of pay.

Section 2 - Resignations: All resignations must be in writing to the Director of Human Resources specifying an effective date as well as the reason for such resignation. The District requires that two (2) weeks notice be given.

Section 3 - Method of Receiving Salary Payment: All employees shall be paid on a bi-weekly basis. Yearly salary will be equally divided between twenty-two (22) or twenty-six (26) checks. All employees shall be given the annual option of 26 checks vs. 22 checks. If deductions are necessary, they will be made on the basis of one two-hundredth (1/200th) of the total salary for each day of deduction. Should the work year be extended, the affected employees shall receive one two-hundredth (1/200th) of their annual salary for each day beyond their work year.

All paraprofessionals' paychecks will be paid electronically to the financial institution of the unit member's choice.

Section 4 - Liaison Meetings: Upon the request of either party, conferences shall be held between representatives of the District and representatives of the Association to discuss matters of concern.

Section 5 - Traveling Assignments: All Paraprofessionals who are required to travel between schools will be reimbursed seventy-five dollars ($75.00) per day of the week they travel per year. Reimbursement will be made at the end of the year upon submission on the appropriate claim form (see appendix).

Section 6 - Workshop and/or Conferences: All Paraprofessionals who are approved to attend workshops, conferences or college courses and adult education courses relating to their employment shall be compensated for their expenses including travel, meals, lodging, registration fees and other related expenses. Final approval shall be with the Director of Human Resources.

Section 7 - In-Service: Paraprofessionals, including bus attendants may be required to attend In-Service Programs during the work day which relate to their job category.
Paraprofessionals may be required to travel anywhere within thirty (30) miles of Jamestown. Should an In-Service Program be further than thirty (30) miles, the employee's attendance shall be optional. The parties shall work together in planning the program. Paraprofessionals who attend In-Service training outside of school hours or during the summer, as approved by the District, shall receive their hourly rate for each hour of attendance.

When a member of the Association develops or implements training/inservicing for members of this unit, substitute paraprofessionals, or others chosen by the District, that individual will receive a stipend of twenty dollars ($20.00) per hour.

Section 8 - Obligations: Pursuant to the Taylor Law, the following statements shall apply: 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 therefore, shall not become effective until the appropriate legislative body has given approval.

The Association will not engage in, authorize or encourage any concerted interruption of education, stoppage of work, or slowdown either in whole or in part by members of the Paraprofessional Association for any reason.

Section 9 - Breaks: For all Paraprofessionals who are employed for six (6) hours or more per day, a fifteen (15) minute break will be granted in the morning and fifteen (15) minute break in the afternoon. Breaks not taken shall not accumulate from day to day.

For all Paraprofessionals who are employed for four (4) hours per day, a fifteen (15) minute break will be granted as long as the fifteen (15) minute break does not increase the number of hours worked.

Section 10 - Extended Hours: All Paraprofessionals who are requested/required to be present beyond regular working hours shall be compensated at their regular rate of pay; such time must be at the request and approval of the building principal. All six (6) hour Paraprofessionals will be expected to attend building staff meetings when requested by the Building Principal. Such time will be compensated pursuant to this clause. (e.g., faculty/staff/department, etc.) At least 24 hours notice shall be given to Paraprofessionals. Those voluntarily serving on building committees (e.g., shared decision making, etc.) shall not receive compensation.

Section 11 - Association Leave Time: Up to ten (10) days of paid time shall be available to the Association for the purposes of conducting Association business. Such time shall be requested in blocks of one-half day or less and a substitute shall be secured to cover the Paraprofessional's position if needed. The request can be verbal to the Director of Human Resources and approved by same and notification made to the Building Principal.
Section 12 - Substitute Pay:

A. Daily Substitute: In the event the administration has been unable to secure a substitute teacher and requests the Paraprofessional to substitute and manage the classroom activities or the Paraprofessional is asked to substitute for clerical workers or Paraprofessionals receiving a differential pay, the employee shall be paid a differential of six dollars ($6.00) per hour, if such responsibility is twenty (20) minutes or more.

If the Paraprofessional is substituting for the teacher in a classroom where the Paraprofessional is the Paraprofessional, a substitute shall be called in to cover the Paraprofessional position if available.

B. Short-term substituting: The types of cover including but not limited to those listed below shall be compensated with the six dollars ($6.00) differential.

1. Grade level coverage (with no minimum time frame), or
2. Coverage while the teacher attends Committee on Special Education meetings (CSE) (with no minimum time frame), or
3. Coverage when a Paraprofessional is removed from their regular daily assignment and is asked to substitute for a teacher for any other reason for twenty (20) minutes or more.

Section 13 - Forms: All appropriate forms shall be found in the back of this Agreement.

Section 14 - Workers' Compensation: Employees injured on the job are entitled to Workers' Compensation benefits as provided by law.

The employee shall continue to receive their normal daily pay by utilizing their accumulated sick days and sick leave benefits. For each equivalent day's pay received from Workers' Compensation, the District will restore a similar number of used sick leave days. (e.g., $250 from Workers' Compensation divided by $25 daily rate equals 10 (ten) sick days restored.)

The District shall continue to contribute for all eligible employees to their health and life insurance benefits during the period of time the unit members are receiving compensation directly from their sick leave (Section 6) and Sick Leave Bank (Section 7).

Should the unit member be receiving Workers' Compensation benefits which extend beyond the period of time compensated by the unit members benefits as listed above, the District shall continue to contribute up to the maximum of one (1) year beyond the expiration of those benefits. After this, the Paraprofessional may continue benefits by paying the premium that the District would have paid.

Section 15 - Summer Employment: All employees who wish to be considered for employment during the summer should make their wishes known by submitting a letter to the Human Resources Office. All employees so employed will receive all benefits
according to the current contract, i.e., holidays which occur during the summer employment, sick leave and health insurance. Openings during the summer will be posted as early as possible to allow those who wish to indicate their interest to do so within the time limits posted.

Paraprofessionals for summer school positions shall be hired according to qualifications and ability to do the work. Priority shall be given to unit members.

Section 16 - Discipline: Should the District initiate Civil Service Law Section 75 proceedings to discipline or terminate a unit member, the hearing officer shall be mutually selected by the District and the Association.

Section 17 - Personnel File:

A. Review of the Personnel File: Each employee has the right upon request, during non-work time, to review his/her personnel file maintained in the Human Resources Office or individual building in connection with his/her employment. Each employee shall have the right to be accompanied by a representative of his/her own selection during such review. The employee shall have the right to reproduce information within his/her file with the exception of confidential references. Except for review by the employee and/or his/her representatives as set forth above, only those persons with an official legal right and reason for doing so may inspect an employee's file.

B. Obsolete Data: At least every two (2) years, an employee shall have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate for retention. Said documents will be reviewed by an appropriate member of the Human Resources Office and if s/he agrees, the documents will be destroyed. A disagreement over the questions of obsolescence or inappropriateness will be subject to a review by the Superintendent or a mutually agreeable designee for resolution.

C. Anonymous Materials: No anonymous material shall be placed in the member's personnel file at any time nor shall any anonymous communications be given any weight for any purpose whatsoever.

D. Response to Derogatory Materials/Complaints: No material derogatory or critical to an employee's conduct, service, character or personality will be placed in his/her personnel file unless the employee has had an opportunity to review such material. The employee will acknowledge that he/she has had the opportunity to review the material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee will also have the right to submit a written answer to such material and his/her answer shall be attached to the file copy.

Section 18 – Conformity to Law: If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except
to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

Section 19 - Differential: Differentials shall be paid only to Paraprofessionals who are "at risk", currently known also as "Category I". The differential shall be $.50 per hour. The employee must complete a time card each pay period (two weeks) indicating the number of hours worked in the Category I position.

Section 20 - Credit for Prior Service: Paraprofessionals who leave the paraprofessional unit to take another job in another bargaining unit within the District and later return to the paraprofessional unit shall be given credit for the service in the other job and be placed on the appropriate salary step based on such service. Said service must be continuous service with the District.

Section 21 - Longevity: All Paraprofessionals who complete five (5), ten (10), fifteen (15), twenty (20) twenty-five (25), or thirty (30) years of service shall receive longevity increases as follows:

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Longevity shall be paid in a lump sum in December of each year.

Section 22 - ESL Paraprofessionals: Bilingual (ESL) paraprofessionals shall receive a stipend of seven hundred dollars ($700.00) for verbal or written translation work. Half of this stipend shall be paid by December 31 of each year and the other half shall be paid by June 30 of the same school year.

Section 23 - Title I – No Child Left Behind: Paraprofessionals who take and pass the state's academic assessment shall be reimbursed the cost of the test.

A joint committee comprised of three (3) individuals appointed by the District and three (3) individuals appointed by the Association shall be established. The Committee shall convene no later than May 1, 2009. The Committee shall be charged with reviewing State and Federal requirements with respect to NCLB (Title 1) and the requirements related to paraprofessionals. The Committee will make recommendations regarding these requirements and the impacts on paraprofessionals. Such recommendations may include additional compensation.
Section 24 - Bus Attendant Runs

A. Extra Runs: If a Bus Attendant is asked to do an extra bus run, including but not limited to transporting a sick child home, or substituting on a wheelchair bus, the Paraprofessional shall be paid for a minimum of one hour at his/her regular rate or, if the run exceeds one hour, he/she shall be paid for the total time of the run.

B. Assignment of Additional Runs: Assignment of additional runs will be based on seniority first, then availability when possible, with the following exceptions:

1. Emergency, one-time runs: First by availability, second by seniority.
   (Example: Sick child needs to be transported home)

2. Charter runs: Seniority rotation. (Example: One-on-one charters, one student to one bus attendant)

3. Substitution as needed based on availability and seniority.

4. Permanent runs which add additional hours for the year are done strictly by seniority.

During the first bus attendants' meeting of the school year in August/September, attendants must sign up if they want to accept additional runs. If they do not sign up, then they will not be considered for extra work.

Once the regular work has been bid, any new work will also be bid based upon seniority, as long as the rotation schedule does not create a consistent overtime condition. If this condition occurs, the employee is passed over for the first run through of the extra work list. If no other employee bids on the run, then the employee will be allowed to accept the run.

Section 25 - Salary Schedules: The salary schedules for the 2008-2013 Collective Bargaining Agreement are listed in Appendix A.

Timesheets will be required each pay period, including holiday periods, for additional hours, if the paraprofessional's hours exceed the hours established for the individual as of October 1 of each school year.

Section 26 - Minimum Wage:

The District agrees to abide by the Minimum Wage Law and will increase any hourly rate or rates, which at the time of the mandatory increase, is below the newly established rate.
This Agreement shall be effective July 1, 2008-June 30, 2013.

FOR THE JAMESTOWN PUBLIC SCHOOLS

[Signature]

Superintendent of Schools

DATE: 2/24/09

FOR THE PARAPROFESSIONAL ASSOCIATION

[Signature]

DATE: 2-27-09
Appendix A
Salary Schedule
## Association of Jamestown Paraprofessionals
### Salary Schedules

<table>
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FORMS

- Category 1 Upgrade
- Differential Pay
- Health Insurance Buy-Out
- Breast or Prostate Screening Medical Proof
- Sick Leave Bank
- Summer School Application
- Traveling Paraprofessional Claim
### Payroll Record Sheet

**Name**

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**Employee Signature**

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**Supervisor Signature**

I hereby certify that the foregoing is a correct statement of the time served by the above named person: That the services set forth were actually performed for the sole benefit of the Jamestown Board of Education, Jamestown, New York.

---

**Total Hours Worked**

This Pay Period

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**Total Overtime Hours**

This Pay Period
## JAMESTOWN PUBLIC SCHOOLS

### AJP Differential Pay ($6.00 per hour)

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<th>Name:</th>
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<tr>
<th>Date:</th>
<th>Principals Signature:</th>
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I hereby certify that the foregoing is a correct statement of the time served by the above named person: That the services set forth were actually performed for the sole benefit of the Jamestown Board of Education, Jamestown, New York.

$6.00 Upgrade for coverage completed September 1, 2008 - Present

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<th>Time Out</th>
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</tbody>
</table>

Types of Coverage:

1. Grade level coverage (no minimum time frame)
2. Coverage while teacher attends CSE meetings (no minimum time frame)
3. Substituting for a teacher (20 minutes of more)
AJP Health Insurance Buy-Out

I have been out of any district plan insurance for the ________ school year. I am taking the Buy-Out as described in my contract on page 8, Article VIII, Section 2.

I am applying for the family option of $1000.00. ________________ (check one)
I am applying for the single option of $500.00. ________________

Name______________________________________________________

Home address______________________________________________

School_____________________________________________________

Date__________________________

Include a copy of your Insurance Card as proof of coverage.

KEEP A COPY OF THIS FORM FOR YOUR OWN RECORDS!!!!!!!

SEND TO: HUMAN RESOURCES.
MEDICAL NOTICE OF PROOF

To Whom It May Concern:

This notification tells the Jamestown Public School District that your signature states that JPS employee __________________________ has had either a Breast and/or prostate screening done by a health professional.

____________________________________
Signature

____________________________________
Title

____________________________________
Date
A.J.P. Sick Leave Bank form

I, ____________________________, request the use of ______________________ days (maximum fifteen) to be withdrawn from the Sick Leave Bank. To the best of my knowledge, my accumulated sick leave days and personal days have been exhausted, and I testify that the use of the Sick Leave Bank is for my personal illness. I understand five (5) working days must pass following the use of my sick leave before the beginning of the Sick Leave Bank days.

I am attaching a note from my physician certifying my inability to perform my duties.

_________________________   _______________________
Date                        Signature

_________________________   _______________________
Building                    Print Name

*************************************************************************

Committee Approval

Approved ______     Disapproved ______     Date ______

_________________________
Date

_________________________
AJP Representative

_________________________
Date

_________________________
AJP Representative

_________________________
Date

_________________________
Superintendent’s Signature

Revised 1/04
Paraprofessional
Application for
Summer School Employment
Application must be submitted to Human Resources each year by March 31 of the year in which you wish to work.

I am interested in applying to work in Summer School.

Name__________________________________________
(print)

Building you are currently working in__________________

Date________________________

Previous experience working in Summer School
yes_______ no_______

I understand I must be available for the entire time Summer School is in session.

Signature______________________________________
Traveling Paraprofessional Claim Form
Jamestown Public Schools Administration Building
197 Martin Road
Jamestown, New York 14701

Name: _______________________________________

Mailing Address: _______________________________

Claim For Travel Allowance

This claim form should be completed and signed by traveling paraprofessionals who are assigned to more than one school per day. THIS FORM MUST BE RECEIVED BY THE ACCOUNTS PAYABLE DEPARTMENT BEFORE MAY 31ST OF THE SCHOOL YEAR ALLOWANCE IS CLAIMED. The appropriate supervisor must countersign each claim.

I regularly traveled between locations as described below during the _______ - _______ school year.

___________________________________________ to __________________________________________

Building                   Building

Signature of Paraprofessional


Total Amount of This Claim: $

This is to certify that the materials and services charged in the above account and included in the same amounting to $_________ have been actually furnished, delivered and performed to the Board of Education, Jamestown, New York; that said claim is just, due and unpaid and that there are no offsets against the same; that the items and specifications are correct; that the sums charged are reasonable and just; that no payment has been made on account thereof, except as included or referred to in such account or claim.

Supervisor/Principal Signature    Date
**ASSOCIATION OF JAMESTOWN PARAPROFESSIONALS**  
**2008-2013 CONTRACT**

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