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AGREEMENT BETWEEN THE
EDUCATION SUPPORT PROFESSIONALS/ITHACA
AND THE
SUPERINTENDENT OF SCHOOLS
OF THE
ITHACA CITY SCHOOL DISTRICT

JULY 1, 2001—JUNE 30, 2005

RECEIVED

DEC 12 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

A

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ARTICLE I - RECOGNITION

- A. **Recognition.** The Board of Education of the Ithaca City School District of the City of Ithaca, County of Tompkins, State of New York, having determined that the Education Support Professionals/Ithaca of the Ithaca City School District is supported by and represents a majority of the paraprofessional employees in the bargaining unit described under definitions; the Education Support Professionals/Ithaca having affirmed that it does not assert the right to strike against any government, to assist or participate in such a strike; and that the paraprofessional employees described under definitions having a community of interest; and that said bargaining unit shall be compatible with the joint responsibilities of the Board and the paraprofessional employees to serve the public, hereby recognize the Education Support Professionals/Ithaca as the exclusive negotiating agent for the paraprofessional employees in such bargaining unit. It is the intent that this representative shall exclusively bargain all wages, hours and terms and conditions of employment and that no wages, hours and conditions of employment shall be enforced unless so bargained.
- B. **Dues deduction.** The Ithaca City School District agrees to the principle of the check-off of Education Support Professionals/Ithaca dues in amounts to be determined by the Education Support Professionals/Ithaca in accordance with forms and procedures as agreed to by the Education Support Professionals/Ithaca and the Board of Education of the Ithaca City School District. The Ithaca City School District agrees that the privilege of the check-off will not be extended to any other organization for this bargaining unit.
- C. **Agency fee.** The Ithaca City School District agrees to deduct from the wages of all employees covered by this bargaining unit, who are not members of the Education Support Professionals/Ithaca, an agency fee in the amount equivalent to the unified dues of the Education Support Professionals/Ithaca and to promptly transmit the sums so deducted to the Education Support Professionals/Ithaca. This fee is a service charge as a contribution to the Education Support Professionals/Ithaca towards the cost of the administration of this Agreement and the representation of such employees. The deduction of this agency fee shall be consistent with the dues deduction schedule of this Agreement, beginning in September and ending in June of each school year, or in such other manner as the parties may agree in writing.

ARTICLE II - DEFINITIONS

- A. "Association" shall mean the Education Support Professionals/Ithaca of the Ithaca City School District.
- B. "Bargaining unit" shall mean the group of employees of the Ithaca City School District represented by the Association and consisting of all paraprofessional employees including teaching assistants and teacher aides who work fifteen (15) or more hours per week, excluding all other employees.

- C. "Board" shall mean the Board of Education of the Ithaca City School District.
- D. "Superintendent" shall mean the Superintendent of Schools of the Ithaca City School District.

ARTICLE III - JOB DESCRIPTION

A. Teacher aide

- 1. Duties. Teacher aides may be assigned by the Board to assist teachers in such non-teaching duties as:
 - (a) managing records, materials and equipment;
 - (b) attending to the physical needs of the children; and
 - (c) supervising students and performing such other services as support teaching duties when such services are determined and supervised by teachers.
- 2. Probationary Period. Teacher aides shall serve probationary periods of not less than ten full school months subsequent to the probationary appointment, July and August shall not be deemed "school months" for this purpose.

B. Teaching assistant

- 1. A teaching assistant so designated provides direct instructional service under the general supervision of a licensed or certified teacher.
- 2. Duties. Teaching assistants assist teachers by performing direct instruction services such as:
 - (a) working with individual pupils or groups of pupils on special instruction projects;
 - (b) providing the teacher with information about pupils which will assist the teacher in the development of appropriate learning experiences;
 - (c) assisting pupils in the use of available instructional resources and assisting in the development of instructional materials;
 - (d) utilizing their own special skills and abilities by assisting instructional programs in such areas as arts, crafts, foreign languages, music, and similar subjects; and

- (e) assisting in related instructional work as required.
3. If new educational standards of employment are created for paraprofessional positions, those occupying the position will not lose them without being given an opportunity to qualify.
 4. Certification/Fees. The District shall pre-pay the application fee charged by N.Y.S. for temporary licenses and continuing certificates for unit members employed as teaching assistants, provided that the teaching assistant formally agrees to re-pay the District by payroll deduction in approximately equal amounts from the employee's first two regular (two-week period) paychecks.

ARTICLE IV - SALARIES AND OTHER RATES OF PAY

- A. Continuing paraprofessionals. Salary increases for continuing paraprofessionals will be paid as follows:

YEAR	INCREASE		
2001-2002	3.5% increase in the hourly rate of each unit member		
	Position	Minimum for continuing employees	Starting for new hires
	Teacher Aide	\$6.96	\$6.91
	Teaching Assistant	\$7.74	\$7.69
	Security Aide	\$10.49	\$10.44

YEAR	INCREASE		
2002-2003	3.5% increase in the hourly rate of each unit member		
	For those earning	Additional increment	
	Less than \$7.25	\$2.18	
	\$7.25 - \$8.24	\$1.97	
	\$8.25 - \$9.24	\$1.92	
	\$9.25 - \$10.24	\$1.87	
	\$10.25 - \$11.24	\$1.82	
	\$11.25 - \$12.24	\$1.77	
	\$12.25 - \$14.24	\$1.67	
	\$14.25 - \$16.24	\$1.57	
	\$16.25 - \$18.24	\$1.47	
	\$18.25 - \$20.24	\$1.37	
	\$20.25 - \$22.25	\$1.27	
	Greater than \$22.25	\$1.17	
	Position	Minimum for continuing employees	Starting for new hires
	Teacher Aide	9.38	\$9.28
	Teaching Assistant	\$9.98	\$9.88
	Security Aide	\$12.68	\$12.58

YEAR 2003-2004	INCREASE 3.5% increase in the hourly rate of each unit member		
	Position	Minimum for continuing employees	Starting for new hires
	Teacher Aide	\$9.71	\$9.56
	Teaching Assistant	\$10.33	\$10.18
	Security Aide	\$13.12	\$12.97

YEAR 2004-2005	INCREASE 3.5% increase in the hourly rate of each unit member		
	Position	Minimum for continuing employees	Starting for new hires
	Teacher Aide	\$10.05	\$9.85
	Teaching Assistant	\$10.69	\$10.49
	Security Aide	\$13.58	\$13.38

B. Entry salaries for new paraprofessionals

1. The District may grant paraprofessionals up to five (5) years' salary credit for work experience in education or human services.
2. Credit for prior service. When an employee of the District moves from another bargaining unit into the paraprofessional bargaining unit, that employee will be given credit for all District service (for salary purposes). This credit for prior District service is for salary placement only. Such placement will be in accordance with the collective bargaining agreement in place at the time of movement. This prior service credit shall have no bearing upon an employee's seniority.
3. The 2002-2005 entry salaries for new paraprofessionals shall be as follows:

TEACHER AIDES			
YEARS EXPERIENCE	2002-2003	2003-2004	2004-2005
0	\$9.28	\$9.56	\$9.85
1	\$9.48	\$9.76	\$10.05
2	\$9.68	\$9.96	\$10.25
3	\$9.88	\$10.16	\$10.45
4	\$10.08	\$10.36	\$10.65
5	\$10.28	\$10.56	\$10.85

TEACHING ASSISTANTS			
YEARS EXPERIENCE	2002-2003	2003-2004	2004-2005
0	\$9.88	\$10.18	\$10.49
1	\$10.08	\$10.38	\$10.69
2	\$10.28	\$10.58	\$10.89
3	\$10.48	\$10.78	\$11.09
4	\$10.68	\$10.98	\$11.29
5	\$10.88	\$11.18	\$11.49

SECURITY AIDES			
YEARS EXPERIENCE	2002-2003	2003-2004	2004-2005
0	\$12.58	\$12.97	\$13.38
1	\$12.78	\$13.17	\$13.58
2	\$12.98	\$13.37	\$13.78
3	\$13.18	\$13.57	\$13.98
4	\$13.38	\$13.77	\$14.18
5	\$13.58	\$13.97	\$14.38

4. All bargaining unit members (fifteen [15] hours or more per week) shall receive a longevity benefit as follows:

At the end of their 10th year of service: Three hundred dollars (\$300)

At the end of their 15th year of service: five hundred fifty dollars (\$550)

At the end of the 20th year of service: Eight hundred dollars (\$800)

The longevity benefit shall be two hundred dollars (\$200) pro-rated for less than full-time (thirty [30] hours per week).

5. If federal guidelines on wages cause the District to lose federal monies as a result of implementing the above salary settlement, then the parties agree to negotiate modifications to the Agreement.

6. Each employee shall be allowed to select either a twenty-two (22) or twenty-six (26) payment pay schedule.

7. Ten (10) month paraprofessionals. Ten (10) month paraprofessionals shall be hired on annual contracts based on two hundred (200) days. Salaries will be calculated as follows: Hours per day x \$ per hour x 200 days = annual salary.

Eleven (11) month paraprofessionals. Eleven (11) month paraprofessionals shall be hired on annual contracts based on two hundred twenty (220) days. Salaries will be calculated as follows: Hours per day x \$ per hour x 220 days = annual salary.

Twelve (12) month paraprofessionals. Twelve (12) month paraprofessionals shall be hired on annual contract based on two hundred forty (240) days, including

schools vacations and holidays and four (4) weeks' vacation. Salaries will be calculated as follows: Hours per day x \$ per hour x 240 days = annual salary.

C. Employment vacancies and transfers

1. Upon initial employment, paraprofessionals shall be notified in writing of the hours, location and rate of pay of their position as soon as possible after they begin work.
2. On or by October 1, the Association will receive a listing of all paraprofessionals employed in the District. This list will include position, hours worked and rate of pay. Each month the Association will receive a copy of the monthly Personnel Report which details all paraprofessional personnel changes for the month.

D. Other pay rates

1. Summer curriculum work. Paraprofessionals who do curriculum work during the summer will be compensated at their contractual hourly rate. Paraprofessionals must have permission from their immediate supervisor to do curriculum work. Payment for curriculum work during the summer will be made on the District's regularly scheduled pay days.
2. In-service courses. Members of the bargaining unit will be paid their regular hourly rate for attending District sponsored in-service courses or workshops. Members of the bargaining unit will receive payment for in-service courses or workshops that are not District sponsored only if the member obtains prior approval from the Director of Human Resources and Labor Relations. To receive payment, a member of the bargaining unit must submit a time sheet to the Director of Human Resources and Labor Relations.
3. Paraprofessionals who substitute. When a paraprofessional is designated by the building principal or his or her designee, to serve as a substitute teacher, and no paraprofessional substitute is present in that classroom to replace the paraprofessional who is serving as a substitute teacher, the paraprofessional serving as a substitute teacher will receive an additional \$10.00 per hour for each full hour of service as a substitute teacher. The paraprofessional shall accurately record this hour on his or her time sheet and timely submit it to his or her supervisor for approval.
4. After School Staff Meetings. Building principals shall provide to the Association's building representative an advance copy of the agenda of the regularly scheduled bi-monthly building staff meetings. One Association representative, designated by the Association's building representative, shall be paid his or her hourly rate for attendance at such meetings. The Association building representative shall be responsible for notifying the principal, in advance, of the name of the paraprofessional who will be attending such meetings. The

representative in attendance at such meetings shall accurately record such time on his/her timesheet and timely submit it to his or her supervisor for approval.

5. College Credit Courses.

- a. The District will reimburse unit members for one half of the tuition, at the Tompkins Cortland Community College county resident rate, for up to six credits of undergraduate coursework per fiscal year taken at accredited institutions recognized by the N.Y. State Education Department. Paraprofessionals enrolled in a bachelor's degree program shall be reimbursed for up to fifty percent (50%) of New York State resident tuition rate at SUNY Cortland.
- b. In order to be eligible for such reimbursement, unit members must present a transcript confirming that a grade of C or better was earned for credit bearing undergraduate coursework at such an institution.
- c. Tuition reimbursement may constitute constructive receipt of income. Employees are solely responsible for the tax consequences related to their receipt of any such reimbursements.
- d. This provision shall be effective for courses commenced after the execution of this successor agreement.

ARTICLE V - WORK YEAR

Ten (10) month paraprofessionals will work the same calendar as teachers. If the number of teacher work days increase, these additional work days shall be subject to negotiations.

ARTICLE VI - BENEFITS

A. **Insurance.** The Board shall provide the following insurance, or at least its equivalent, for each eligible member, the cost thereof to be borne as hereinafter set forth.

1. Health care program

- (a) The Board will provide individual and/or family coverage as selected by each covered bargaining unit member under the Central New York Region-wide Plan with Drug Rider (Blue Cross/Blue Shield Major Medical/Drug Rider). Paraprofessionals shall be responsible for a prescription co-pay of six dollars (\$6.00) for brand name drugs and one dollar (\$1.00) for generic drugs. The Board will pay eighty percent (80%) and the employee will pay twenty percent (20%) of the total premium cost on an 80/20 basis. The employee's share shall be paid by use of the

payroll deduction plan. This plan will provide coverage at least equivalent to the Statewide Plan in effect in the 1981 calendar year.

- (b) The foregoing coverage will be provided for by the Board irrespective of any other medical insurance carried by the individual or the spouse of the individual.
- (c) In the future, the District shall have the prerogative to seek other group health insurance coverage. It is hereby agreed that premium cost quotes on such other coverage shall be based on a health insurance plan with benefits at least equivalent to the Statewide Plan in effect in the 1981 calendar year.
- (d) A joint administrative/association committee may be established to investigate possible upgrading or changes in health insurance coverage.

2. Dental care coverage

- (a) The Board shall provide Blue Shield Dental Care, Schedule A, Individual, Basic Program for all bargaining unit employees. The Board shall provide the individual portion of a family premium.
- (b) Any additional dental coverage under the above desired by the covered employee will be paid by use of the payroll deduction plan.

B. **Workers' compensation.** Days lost due to any injury arising out of and during the course of employment shall not be charged to the employee's sick leave time except as follows: When an employee suffers an injury arising out of and during the course of his/her employment, (s)he shall notify his/her immediate supervisor in writing, if practicable, and the supervisor shall file an accident report within twenty-four (24) hours of the alleged injury. An employee who is absent from work as a result of injury arising out of and during the course of employment will be paid his/her full salary less the amount of any Workers' Compensation award made for temporary disability due to said injury for the period of such absence up to three (3) months. No part of such absence will be charged to annual or accrued sick leave. After three (3) months an employee may use accumulated sick leave to cover the non-compensated portion of his/her full salary.

C. **Retirement.** Effective July 1, 1970, the employer shall provide the guaranteed retirement benefits for all employees of the participating employer 75-e, Title 8 Laws pertaining to the New York State Employees' Retirement System (NYSERS) and the New York State Policemen and Firemen's Retirement System (NYSPFRS), and effective July 1, 1982; Section 41-j for eligible members of the New York State Teachers' Retirement System (NYSTRS) for eligible employees. This shall be subject to the retirement laws of July 1, 1976, and any other subsequent laws that may affect these plans.

D. No charge for school sponsored athletic events. Members of this bargaining unit and members of their immediate families who accompany them shall be admitted free of charge to any home school sponsored athletic events.

E. Leaves

1. Sick leave

(a) Paraprofessionals who work fifteen (15) hours or more per week (those employees included in the bargaining unit) shall receive ten (10) days' sick leave at the beginning of the school year if ten (10) month employees; eleven (11) month employees will receive eleven (11) days' sick leave; twelve (12) month employees will receive twelve (12) days' sick leave. A member hired during the school year shall receive one (1) day for each remaining month. Sick leave shall accumulate. In October each returning paraprofessional shall receive a statement (from the District) of accumulated sick leave.

(b) Any paraprofessional who works fifteen (15) hours or more per week beyond his/her regular work year in the summer is entitled to one (1) additional sick day for each month worked.

2. Family illness days. Members of the bargaining unit shall be eligible to take five (5) family illness days per year without prejudice as to salary, on the occasion of a death or illness in the family. Unused family illness days shall, at the end of the fiscal year, accumulate as sick leave days.

3. Personal business days. Paraprofessionals shall be allowed three (3) days each year, not to be cumulative, without prejudice as to salary, for personal business. Requests for personal business shall be submitted as early as possible for approval. No reason shall be given nor required, except that such days cannot be used for the purpose of extending a vacation or a holiday. Personal business days shall not be charged to an employee's sick time, leave or vacation time. No employee shall work for wages on a personal business day. Unused personal business days shall, at the end of the fiscal year, accumulate as sick leave days.

4. Maternity or educational leave

(a) Leaves up to one (1) year may be granted for maternity or educational purposes. Upon return, the employee will be employed in the same or similar capacity if a position exists.

(b) A request for an unpaid leave of absence may be made to the Director of Human Resources and Labor Relations. The granting of such leave shall be solely at the discretion of the District.

5. Visitation days. Paraprofessionals will be allowed up to two (2) visitation days per year to observe another instructional situation. Paraprofessionals wishing to take a visitation day must get permission from the building principal or administrator in charge of the program in which the paraprofessional works. In making the request, the paraprofessional must tell the building principal (or administrator in charge of the program in which the paraprofessional works) the class to be visited, the date of the visitation, and the purpose of the visitation.
6. Court appearance - jury duty. Any employee who is required to be in court as a juror shall be granted leave with full pay minus any amount paid by the courts for all hours/days for which (s)he is required to be in court. Any employee who is subpoenaed as a non-party subpoenaed witness shall be granted leave with full pay less any service fee paid.

F. Payment for unused sick leave. Upon resignation or retirement any bargaining unit member who has ten (10) years of service with the District shall receive a payment for unused, accumulated sick leave days to be computed as follows: One-third (1/3) x number of days accumulated sick leave x hourly salary x number of hours worked per day.

G. Sick leave bank

1. All unit members hired on or after July 1, 2001(2), shall join the sick leave bank. Those hired prior to July 1, 2001(2), shall have the option to join the sick leave prior to July 1, 2001(2); those who do not opt to join the sick leave bank shall decline in writing prior to July 1, 2001(2), and shall thereafter be precluded from membership.
2. After completing one (1) year of service in the bargaining unit, a paraprofessional is eligible for a grant of one (1) block of twenty (20) days from the sick leave bank. After completing two (2) years of service in the bargaining unit, a paraprofessional is eligible for the full benefits of sick leave bank membership.
3. If a paraprofessional does not wish to be a member of the sick leave bank, (s)he can decline membership at the time (s)he is hired by indicating so on the Sick Leave Bank membership form.
4. Eligibility shall be based on the following:
 - (a) Membership in the bank (donating days).
 - (b) Exhaustion of personal accumulation of sick days.
5. The sick leave bank will be administered by a four (4) person committee. Two (2) of the members of the committee shall be appointed by the Association and

two (2) of the members of the committee shall be appointed by the Superintendent.

6. A paraprofessional who is a member of the sick leave bank may receive up to one hundred thirty (130) sick days from the sick leave bank during the course of his/her employment with the District.
 7. Request for sick leave bank days shall be made one (1) week after the member has exhausted his/her personal accumulation of sick days. If the request is granted, a block of twenty (20) paid sick days shall be granted beginning with the first day after the member exhausted his/her personal accumulation of sick days. Blocks of less than twenty (20) days can be awarded if requested by the sick leave bank member.
 8. All applications for use of the sick leave bank must be accompanied by a doctor's certificate indicating that the individual is unable to work. The sick leave bank committee may ask for a review of the individual's ability to perform work by the school doctor. If there is a difference of medical opinion, a third doctor selected by the committee shall submit a final medical decision.
 9. A majority vote of the members of the sick leave bank committee is necessary to award days from the sick leave bank. In the case of a tie, the Superintendent shall cast the deciding vote.
 10. Sick leave bank day grants shall be made in blocks of twenty (20) days (prorated for part-time employees). The employee may reapply for an additional twenty (20) day grant provided, however, that the maximum number of days granted to any employee shall not exceed one hundred thirty (130) days while employed by the District.
 11. A medical review may be requested at any time during the course of the illness but will be mandatory at the end of each twenty (20) day block of time.
 12. Should the reserve of sick leave days in the sick leave bank fall below one hundred (100) days, each sick leave bank member shall be assessed one-half (.5) day to replenish the sick leave bank.
- G. **Student teaching.** The District will permit one (1) paraprofessional per semester to continue on the payroll, at his/her established hourly rate and workweek, while completing a student teaching practicum of a recognized teacher education program leading to teacher certification. Such practicum shall be within a school of the Ithaca City School District.
- H. **Return from leave.** Under normal circumstances a paraprofessional returning from a leave will return for the same number of hours s/he was working prior to the leave. However, in the event that the leave was health related and the paraprofessional is

advised by his/her doctor to return to work at a reduced level of time for an interim period, the District will make every effort to develop an appropriate reduced work schedule until the paraprofessional is able to return to his/her pre-leave number of hours. Under normal circumstances this modified assignment will be at the location the paraprofessional worked prior to the leave and not continue beyond the school year in which the paraprofessional returns.

ARTICLE VII - SENIORITY

A. Tenure area/classification

1. Teaching assistants shall be appointed to positions within the "teaching assistant" tenure area, as established by Education law and the Regulations of the Commissioner of Education.
2. Teachers aides shall be appointed to positions within the "teacher aide" classification, as established by Civil Service Law and Regulations.
3. Teaching assistants may attain tenure in their tenure area. Teacher aides may attain permanent status in their classification. A paraprofessional may hold a position as a teaching assistant simultaneously with a position as a teacher aide. Seniority in each is computed separately. District seniority, i.e., total time employed in the District, is used only when recall from a preferred eligible list or recall list occurs.
4. In promotion or transfer bids, seniority within the tenure area/classification shall be given substantial weight along with merit and ability.
5. When transfers are necessary within the tenure area/classification, the District shall transfer the least senior employee, if there are no volunteers.

B. Seniority listings. The District shall provide a District-wide seniority list for teaching assistants and one for teacher aides to the Association by November 1st of each year. The list shall include all new hires.

C. Layoff and recall

1. No bargaining unit member's work time shall be decreased merely to allow the hiring of new or hourly employees.
2. Layoffs will be according to seniority in the tenure area/classification. The least senior employee in a tenure area/classification shall be laid off when positions are abolished or staff reductions occur.

3. Laid off employees shall remain on the preferred eligibility list for seven (7) years.
4. A laid off employee recalled from the preferred eligibility list shall be provided any training necessary to perform their assignment.
5. If as a result of a layoff, transfers are necessary, the District will first seek volunteers. If there are no volunteers, then the District will transfer the least senior employee in the tenure area/classification.
6. For purposes of recall to a vacant position, an employee's total length of seniority in the District shall be calculated to determine ranking on the preferred eligibility list.
7. Thirty (30) day notice of layoff will be given whenever possible. A copy of such notice will be sent to the employee and the Association president.

D. **Computation of seniority**

1. Teaching assistants

- (a) Teaching assistants must work twenty-five (25) hours a week or more to earn full-time seniority.
- (b) All computation for seniority shall be on the basis of a ten (10) month year.
- (c) There will be no computation of seniority for summer work.
- (d) Seniority shall commence from the first day worked or the date of Board action, whichever comes first.
- (e) If two or more employees within the tenure area/classification commence work on the same day, the date of the Board action shall establish the seniority date. If more than one employee is appointed at the same Board meeting, then the Association will draw lots to establish ranking for seniority.
- (f) If an employee is reduced by the District to less than twenty-five (25) hours a week, the employee's time shall still be computed as full-time for the purpose of seniority.
- (g) An employee who works from the 1st to the 15th of the month or the 16th to the end of the month shall get credit for the entire month.
- (h) Unpaid leaves of absence shall not count for computing of seniority.

2. Teacher aides
 - (a) Teacher aides must work twenty (20) hours or more a week to earn full-time seniority.
 - (b) All computation of seniority shall be on the basis of a ten (10) months year.
 - (c) There will be no computation of seniority for summer work.
 - (d) Seniority shall commence from the first day worked or the date of the Board action, whichever comes first.
 - (e) If two or more employees within the tenure area/classification commence work on the same day, the date of the Board action shall establish the seniority date. If more than one employee is appointed at the same Board meeting, the Association will draw lots to establish ranking for seniority.
 - (f) If an employee is reduced by the District to less than twenty (20) hours of work, the employee's time shall still be computed as full-time for the purpose of seniority.
 - (g) An employee who works from the 1st to the 15th of the month or the 16th to the end of the month shall get credit for the entire month.
 - (h) Unpaid leaves of absence shall not count for computing seniority.
3. Employees may refuse two (2) offers to come off the preferred eligibility list. The refusals to be counted must be for similar positions at the same or higher rate of pay. After two (2) refusals, the employee's name will be taken off the preferred eligibility list.

ARTICLE VIII - EMPLOYMENT VACANCIES AND TRANSFERS

A. Vacancies

1. When a vacancy occurs within the District, notice of said vacancy shall be posted in all buildings within ten (10) days of the date it is known to management and it shall remain posted for at least one (1) week before the position is filled.
2. If an employee applies for an opening and does not receive the appointment to the position, the employee may within seven (7) days of the denial for the position, submit a written request to the Office of Personnel for the reason for the denial. The Office of Personnel must submit in writing the reasons for the denial to the employee within ten (10) days of receipt of the request.

3. Qualified unit members shall be entitled to an interview for new bargaining unit positions. The filling of all job vacancies shall be by qualified individuals based primarily on ability, but where ability is equal between unit members and non-bargaining unit members, bargaining unit members shall have preference in filling the position.
 4. All postings for vacancies or new positions shall indicate title, location, hours, and minimum rate of pay.
 5. Review postings. In the event that it is necessary to fill a position before a posting expires, an individual may be placed in the position on a temporary basis. If an individual serving a vacant position on a temporary basis is selected for the position, his/her hire date will be the first date (s)he began serving in the position.
- B. Lateral movement
1. Employees who are moved laterally in their tenure area/classification shall be provided with necessary training to carry out the functions of the new assignment.
 2. If an employee is uncomfortable with the new assignment resulting from a lateral movement, the employee may refuse the position and go on the preferred eligibility list as a voluntary layoff.
 3. Employees may refuse two (2) offers to come off the preferred eligibility list. The refusals to be counted must be for similar positions at the same or higher rate of pay. After two (2) refusals, the employee's name will be taken off the preferred eligibility list.
 4. Continued employment shall occur for the subsequent school year, unless notified sixty (60) days prior to the commencement of the new school year.
 5. Changes in assignments shall be provided to employees no later than August 1st of any year.
- C. Short term appointments. Short term appointments shall be for sixty (60) days or less. Their purpose is for reviewing and evaluating students for placement. After sixty (60) days, if the employee obtains a regular employment status, seniority will count from the first day of employment.

ARTICLE IX - DISCIPLINE

A disciplinary discharge, reprimand or penalty shall not be imposed without just cause. This provision shall not affect the right of the District to terminate employees or curtail work hours for reasons of financial economy or allocation of resources.

ARTICLE X - EXTRA CONTRACTUAL GRIEVANCE PROCEDURE

A. **Implementation.** The parties agree to suspend the Contractual Grievance Procedure and to implement the Extra Contractual Grievance Procedure Committee (ECGPC).

B. **Operation.** The ECGPC will operate as follows:

1. The Committee shall consist of the Director of Human Resources and Labor Relations, the labor consultant for the District, the Association president, the Association grievance chairperson, the NEA/New York field representative, and one other member of the Association.
2. Either party may invite other persons to attend.
3. The ECGPC will schedule monthly meetings from September through June. Additional meetings can be scheduled by the mutual consent of the parties.
4. If the time limits for the filing of a grievance would have expired prior to the next meeting, the time limits for the filing of a grievance shall be waived.
5. If an issue is not resolved at the ECGPC, the Association may, after failing to resolve the issue, move the matter directly to the Board. The Board shall hold a hearing within fifteen (15) days of receipt of notice from the Association. The hearing shall include all parties of interest. The Board shall render its written decision within five (5) days of the hearing.

If the Association is not satisfied with the decision of the Board, the Association may appeal the issue to arbitration by filing a notice of intent to arbitrate with the American Arbitration Association and the Superintendent. The parties will be bound by the rules of the American Arbitration Association and the decision shall be final and binding.

The cost of the services of the arbitrator shall be borne equally by the District and the Association.

6. The ECGPC can be terminated by either party upon written notice to the other side. Any grievances at the Committee may be submitted to the Board. All new issues must be processed through the contractual grievance procedure (Appendix A).
7. The parties agree to discuss any issue either side brings before the Committee without initially setting forth the contractual provisions alleged to be violated.
8. This process shall not be deemed as negotiations and will not be considered as a waiver of the Association's right to demand impact bargaining or regular negotiations.

ARTICLE XI - PERSONNEL FILE

- A. **Official personnel file.** There shall be one (1) official personnel file for each employee. The official personnel file shall be kept in the Office of Personnel.
- B. **Review.** An employee shall have the right to review his/her personnel file by making an appointment with the Office of Personnel. The Office of Personnel shall make an employee's personnel file available for review within one (1) working day after request.
- C. **Fully documented.** Nothing of a derogatory nature shall be placed in an employee's personnel file unless said material is "fully documented." "Fully documented" shall mean that the document must spell out the time and place at which the incident occurred, precisely what the subject of the write-up is to have done, what steps have been taken by the District to verify the allegations, a summary of what the follow-up produced, and an indication of the position of the subject of the write-up with his/her version of the incident in some detail so as to present a complete account of the incident.
- D. **Negative material.** Negative material must be placed in an employee's personnel file within twenty-five (25) business days of when the employer knew or should have known of the event or circumstance.
- E. **Discipline.** No documents can be used against an employee for discipline unless said material is contained in their personnel file or kept as regular business records.
- F. **Signature.** Before any negative or derogatory material can be placed in an employee's personnel file, the employee must sign the document. Signature only indicates that an employee has seen the material and does not indicate agreement with the content of the material. If an employee fails to sign a document when appropriately presented with said document for signature, the failure to sign shall allow the administration to place the document in the employee's personnel file.
- G. **Written response.** An employee may submit a written response to any material placed in his/her personnel file.
- H. **Governed by contract.** Evaluations are governed by contract.

ARTICLE XII - ASSOCIATION RIGHTS

- A. **Use of telephones.** The Association president shall be given eight (8) hours per week, without loss of pay, and reasonable use of local telephone, to attend to Association business which cannot be handled other than during working hours. This time will be scheduled by mutual agreement of the Association president and the appropriate building supervisor.

- B. **Use of school facilities.** The Association shall be accorded the use of building facilities, telephone, bulletin boards, duplicating equipment, and inter-school mail privileges for purposes of distribution of the Association's mail. Supplies shall be provided by the Association.
- C. **Copies of the Agreement.** Copies of the Agreement will be duplicated at the expense of the District and distributed to all paraprofessionals. Upon employment with the District, each paraprofessional shall be supplied with a copy of this Agreement by the District.
- D. **Information.** For the purposes of collective bargaining, the District agrees to make available to the Association for inspection all legally available information pertinent to negotiations between the District and the Association upon written request.
- E. **Contractual duties.** Building representatives and officers of the Association shall be allowed reasonable time free from duties to fulfill contractual duties or duties associated with bargaining unit representation.
- F. **Association days.** The Association president and/or his/her designees shall be granted a maximum of five (5) days in which to attend conferences and/or conventions or conduct Association business.
- G. **District-wide meetings.** The Association shall be provided time to hold District-wide meetings on the first and last Superintendent's conference days of each school year.
- H. **Lobby Day.** The Association shall be entitled to send three (3) members for up to two days for "Lobby Day" and such absences shall not be counted against the available days of Association leave.
- I. **Representation**
 - 1. **Meetings**

An employee may be accompanied by representatives of the union to meetings with members of the administrative staff convened for the purpose of establishing the employee's professional goals, reviewing the employee's professional performance, or considering other matters involving the potential imposition of discipline or affecting the employment relationship.
 - 2. **Advisement**

Employees shall be advised of their right to be accompanied by a union representative to meetings involving the potential imposition of discipline or affecting the employment relationship. A reasonable time shall be afforded for the employee to arrange for the presence of a union representative, if necessary.

ARTICLE XIII - LONG TERM SUBSTITUTE

The District agrees to hire a long term substitute for any paraprofessional position that is vacant for more than fifteen (15) school days, or that upon becoming vacant, the District knows will be vacant for more than fifteen (15) school days.

ARTICLE XIV - NON-DISCRIMINATION

The District shall not discriminate in employment on the basis of race, color, national origin, religion, age, disability status, veteran status, sex, sexual orientation or marital status.

ARTICLE XV - TRAINING

The Association shall be entitled to propose to the Superintendent a half-day (.5) schedule of sessions for Superintendent's conference days which may include training in dealing with medical circumstances, student behavior, student conduct on buses (for bus riders), and pertinent educational issues.

ARTICLE XVI - STUDENT INFORMATION

To the extent that the dissemination of student information is deemed by the District to be necessary to meet the needs of students and/or provide for the safety of paraprofessional staff, the District shall disseminate to individual paraprofessionals such information in a manner consistent with applicable state and federal laws and regulations, including the Family Educational Rights and Privacy Act.

ARTICLE XVII - FAMILY LIASION

Family Liaisons will be given the IRS rate for mileage. They will also be given up to sixty-eight dollars (\$68) for 2001-2002, seventy-two dollars (\$72) for 2002-2003, seventy-six dollars (\$76) for 2003-2004, and eighty (\$80) dollars for 2004-2005 for a cell phone. The cell phone will be in the individual's name and they will be responsible for all charges. Anytime after the first of September, proof of enrollment in a cell phone plan must presented to the District in order to receive the stipend.

ARTICLE XVIII- IMPLEMENTATION OF AGREEMENT

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OR LAW OR BY PROVIDING THE

ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XIX - DURATION

This Agreement shall become effective July 1, 2001 and remain in full force and effect until June 30, 2005.

Deborah Minnick

Deborah Minnick, President
Education Support Professionals/Ithaca

9/15/03

Date

Charles Bartosch

Charles Bartosch, President
Board of Education

9/23/03

Date

Judith Pastel

Judith Pastel, Superintendent
Ithaca City School District

9/17/03

Date

APPENDIX B - PARAPROFESSIONAL EVALUATION PROCESS

GENERAL GUIDELINES

- A. A paraprofessional/principal planning session will take place annually at a mutually agreed upon time but not later than two (2) months after beginning employment. Copy of goals statement is to be retained by administrator and employee.
- B. Evaluation Process. Observations and evaluations will be conducted by the administrative staff, which shall include principals, association principals, directors, central office administrators and/or administratively certified department chairs. In the case of paraprofessionals assigned to the transportation department, observations and evaluations may also be conducted by the transportation supervisor.
- C. All observations and evaluations will be carried out with the full knowledge of the paraprofessional.
1. Appropriate notification will be made prior to all formal observations.
 2. Observations will take place within the following time frame: Each paraprofessional shall be observed once within three (3) months of the goal setting conference. First year employees will receive a second observation during that calendar year.
 3. A follow-up conference will be held within five (5) days of the observation. A copy of each written observation will be given to the paraprofessional; the original to be filed by the building administrator.
 4. Evaluations will be completed from the observations for each paraprofessional and placed in his/her personnel file by the end of the employment year.
 5. Judgments about the paraprofessional's performance of his/her duties are to be accompanied by suggestions for improvement if judgments are less than satisfactory, and shall be followed by a subsequent observation established by mutual agreement. Without mutual agreement, the observation shall be within three (3) weeks.
 6. Paraprofessionals may attach a written statement to the observation/evaluation forms to provide additional information or clarification, or to state agreement/disagreement.
 7. Administrator and paraprofessional will sign in appropriate spaces.
- D. Off-duty activities are not appropriate to the evaluation process.

- E. Teachers are requested to submit to the administrator, with paraprofessional's knowledge, positive comments, notes and letters which will be placed in the paraprofessional's personnel file.
- F. Any paraprofessional or administrator may request additional COA administrative observation/evaluation.

PARAPROFESSIONAL OBSERVATION TIMELINE

OCTOBER 31	<u>Paraprofessional staff:</u> Goals conference completed and forwarded to Office of Personnel.
JANUARY 30	<p><u>For all paraprofessionals:</u> One (1) formal observation completed, signed and forwarded Office of Personnel (observation should take place within three [3] months of goals conference).</p> <p><u>For all first year paraprofessionals:</u> One (1) additional formal observation completed, signed and forwarded to Office of Personnel.</p>
LAST DAY OF SCHOOL	<u>Paraprofessional staff:</u> Final evaluations completed, signed and forwarded to Office of Personnel.

PARAPROFESSIONAL-EVALUATOR PLANNING SESSION • GOAL FORM

Date: _____

Name: _____

Check One:

Teacher Aide Teaching Assistant

Administrator: _____

Building: _____

Administrator's Signature

Paraprofessional's Signature

PARAPROFESSIONAL OBSERVATION

Date: _____

Name: _____

Check One:

Teacher Aide Teaching Assistant

Administrator: _____

Building: _____

Comments:

Administrator's Signature

Disagree with Evaluation

Paraprofessional's Signature

END-OF-YEAR PARAPROFESSIONAL EVALUATION

Date: _____

Name: _____

Check One

Teacher Aide Teaching Assistant

Administrator: _____

Building: _____

Directions: Check appropriate level of performance in each appropriate area. Remarks about the paraprofessional's performance of his/her duties are to be accompanied by suggestions for improvement if judgments are less than satisfactory. The paraprofessional may write and attach points of clarification or disagreement.

RECORDKEEPING: Satisfactory Needs Improvement Unsatisfactory Not Applicable

INSTRUCTIONAL SERVICES: Satisfactory Needs Improvement Unsatisfactory Not Applicable

SUPERVISION OF STUDENTS: Satisfactory Needs Improvement Unsatisfactory Not Applicable

OTHER SKILLS AND ABILITIES: Satisfactory Needs Improvement Unsatisfactory Not Applicable

Comments:

Disagree with Evaluation

Paraprofessional's Signature

Administrator's Signature

