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COLLECTIVE BARGAINING AGREEMENT

By and Between

The Superintendent of
Fairport Central School District

and

The Fairport District Paraprofessionals

July 1, 2006 – June 30, 2009

Extension 7/1/09 - 6/30/2010
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ARTICLE I - ASSOCIATION RIGHTS

A. Certification and Recognition

To meet the provisions of the Public Employees Fair Employment Act (known as the Taylor Law) and to encourage an increase in effective and harmonious work relationships between the Fairport Central School District (hereinafter the District) and the Fairport District Paraprofessionals (hereinafter the Association), the Superintendent of Schools (Superintendent) and the Association desire to enter into this agreement. The District reaffirms the recognition of the Association as the employee organization representing all full-time and part-time staff under the civil service classification of Teacher Aide, including, but not limited to; Building, ESL/ELL, IEP, Mathematics, Reading, Resource Room, Special Class and Special Education which representation shall be exclusive. Certified Teaching Assistants shall also be represented by this Association and this representation shall also be exclusive. Future Notetaker services will be contracted through an outside agency. The Association reaffirms that it will act as the representative for said unit, and that it will not engage in any strike or cause, instigate, encourage, assist or condone any strike.

B. Duration

Provisions of this Agreement shall become effective on July 1, 2006, and remain in full effect through June 30, 2009.

Neither party to this Agreement shall attempt to make any alterations, modifications, changes, or variations of any of these items expressly and specifically covered by this Agreement except those that are made by mutual agreement, signed by the Superintendent and the Association President, and appended.

C. Bargaining Agent and Individual Agreement

Any individual agreement or contract between the District and an individual member of the bargaining unit, shall be subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual agreement or contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

D. Communication

No other employee organization except the Association shall have the right to use the District's communications system for the purpose of communication with the unit members, including, but not limited to, bulletin boards, faculty mailboxes, and inter-school mail delivery during the period the Association is legally recognized as the bargaining agent for the employees.
E. **Exchange of Information**

The Association and the District agree to furnish each other, upon reasonable request, all available factual information pertinent to matters to be proposed for negotiations, or under negotiation. All requests for such information shall come only from authorized Association and District representatives.

F. **Orientation**

The District and the Association shall form a joint committee with members selected by the Superintendent and members selected by the Association President. This committee shall meet in May of each school year to plan a meeting for the orientation of all newly hired unit members.

Such orientation meeting shall take place no later than September 30. A second orientation may be offered in January.

G. **Representation and Conference**

Any unit member subject to disciplinary action or discharge or who has been asked to confer relative to timecards shall have the right to be represented by a representative of the Association. The unit member will be provided with the nature of the conference and the opportunity to secure Association representation prior to such conference.

H. **No Discrimination**

The District shall not discriminate against any unit member for the purpose of engaging or discouraging membership in or participation in the activities of any employee organization. The Association will not discriminate against any unit member who is not a member of the Association or who does not participate in activities of the Association.

I. **Copy of Board Policy**

The District shall provide the Association with a copy of all official Board of Education policies. Said copies shall be updated from time to time as said policies are altered or amended.

J. **Release Time**

The Association President or designee shall be released from all assigned duties, with pay, for six days per year to conduct the Association's business. The Association President or designee shall inform the immediate supervisor of such request at least one (1) workday in advance of the planned absence.
K. **Dues Deduction**

1. **Authorization** - The District agrees to such voluntary deductions from the salaries of its unit members as are individually authorized on a form provided by the Association for dues of the Association. Such deductions shall be transmitted to the treasurer of the Association at the same time as bi-weekly checks are issued for distribution. Such transmittal shall relieve the District of any and all liability by its execution of the provisions of this section.

No later than the issuance of the first paycheck in October, the Association shall submit a list of members for whom agency fees shall be deducted, a list of members, and authorization cards for those who do not have cards on file.

At the same time as submission of the above listing, the Association treasurer shall certify the amount of the deduction for dues to be made for that school year, in writing, to the Assistant Superintendent for Business.

Deductions will commence with the second paycheck in October and shall continue in equal installments coinciding with the remaining pay periods in the school year.

Unit members new to the District, agency fee payers, and those new members currently employed in the District who signed dues deduction authorization cards after the beginning of the school year, shall have said dues deducted from their salaries in equal installments coinciding with the remaining pay dates in the school year, commencing with the pay date which falls within ten (10) calendar days from the date of receipt of the signed authorization, or notification from the Association that the unit member is an agency fee payer.
2. **Authorization Form** – Unit member authorizations will be in writing in the form set forth below:

**PAYROLL DEDUCTION AUTHORIZATION**

Employee ID Number  
Name  
   Last   First   Middle  
District Name  
Association  

To the Board of Education:

I hereby authorize you, according to arrangements agreed upon with the above Association, to deduct from my salary and transmit to said Association, dues as certified by said Association. I hereby waive all rights and claims to said money so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability. I revoke any and all instruments heretofore made by me, for such purposes that I am employed in this school system, or unit revoked by me in writing.

Member's Signature  
Date  

3. **Exclusive Check Off Rights** - The District agrees that it will not accord dues deductions or similar check off rights to any other organization other than the Fairport District Paraprofessionals identified in Article I-A.

L. **School Buildings**

The Association may have the use of school buildings with the understanding that the building request form for such use shall be submitted in accordance with building District Policy and Regulation. The Association shall reimburse the District for any costs of any supplies consumed during the process of building use.
ARTICLE II - GRIEVANCE PROCEDURE

A. Declaration of Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to alleged grievances through procedures under which members of the recognized unit and/or Association may present grievances and be given an opportunity to settle their differences without the necessity of time-consuming and costly proceedings before administrative agencies and/or in the courts.

B. Definitions

1. A grievance is a claim by a unit member or group of members in the negotiations unit based upon any violation, misinterpretation, misapplication, or inequitable application of this Agreement.

2. The term supervisor shall mean any principal, assistant principal, immediate supervisor, or other administrative or supervisory officer, except for the Superintendent, responsible for the area in which the alleged grievance arises.

3. The chief executive officer is the Superintendent of Schools.

4. Association shall mean the Fairport District Paraprofessionals.

5. Aggrieved party shall mean the Association and/or any person or group of persons in the negotiating unit filing a grievance.

6. Party of interest shall mean any party named in a grievance who is not the aggrieved party.

7. Hearing officer shall mean any individual with the duty of rendering decisions at any stage of grievance hereunder.

C. Time Limits

1. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.

2. No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within twenty (20) school days after the unit member knew or should have known of the act or condition on which the grievance is based.

3. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.
4. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representatives, and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

5. In the event a grievance is filed on or after June 1, by mutual agreement, the time limits shall be reduced so that the grievance may be exhausted prior to the end of the school term or as soon thereafter as is possible.

D. Procedures

1. Each written grievance shall include the name and position of the aggrieved party, the article allegedly violated, the time when and the place where the alleged contractual violation occurred, the identity of the party responsible for causing the alleged contractual violation, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

2. Except for the informal decision at Stage 1, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons. Each decision shall be promptly transmitted to the unit member and the Association.

3. If a grievance affects a group of unit members or appears to the Association to be associated with system wide policies, it may be submitted by the Association directly at Stage 3.

4. The preparation and processing of grievances shall not be conducted during the hours of employment.

5. At the informal stage (1), an aggrieved party and any party of interest shall be afforded the opportunity to discuss all aspects of the grievance with all parties concerned on a face-to-face basis.

6. No interference, coercion, restraint, discrimination, or reprisal of any kind will be taken by the District or by any member of the administration against the aggrieved party of interest, any representative, any other participant in the grievance procedure, or any other person by reason of such grievance or participation therein.

7. Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents will be developed jointly by the Association and the District. The District shall have them printed and distributed to facilitate operation of the grievance procedure.

8. Nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.
9. The grievant may be represented at any stage of this procedure by an Association representative.

10. Any unit member whom Stage 1 does not apply shall have immediate recourse to Stage 2 of the grievance procedure.

E. Stages of Grievances

Stage 1 - The aggrieved party will discuss the matter with the immediate supervisor indicating the initiation of a grievance. The supervisor shall respond orally to the aggrieved party within five (5) working days.

Stage 2 - If the matter is not satisfactorily resolved by discussion, the grievance shall be reduced to writing and presented to the immediate supervisor within five (5) working days of the oral response at Stage 1. The immediate supervisor will respond to the aggrieved party in writing within five (5) working days.

Stage 3 - 1. If the matter is not resolved at Stage 2, the aggrieved party shall appeal in writing to the Superintendent or his/her designee within five (5) working days of receipt of the Stage 2 decision. Copies of the written grievance and written decision at Stage 2 shall be submitted with the appeal.

- 2. Within five (5) working days after receipt of the appeal, the Superintendent or designee shall hold a hearing with the aggrieved party and other parties of interest.

- 3. Within five (5) working days after the conclusion of the hearing, the Superintendent or designee will render a decision in writing to the aggrieved party.

Stage 4 - If the matter is still unresolved, the Association may submit the grievance to arbitration by serving written notice to the Superintendent within five (5) working days. The Superintendent and the Association will be bound by the rules and procedures of the American Arbitration Association. The cost and expenses for the services of the arbitrator shall be borne equally by the District and the Association. The decision of the arbitrator shall be binding.

The arbitrator shall have no power or authority to make any decisions which require the commission of an act prohibited by law or in violation of the terms of the Agreement.

ARTICLE III - WORKDAY/WORK YEAR

A. Workday

1. Unit members shall be provided with the tentative starting and dismissal time for their regular workday not later than July 1 of each year. Changes in the tentative times will be made no later than September 15 of each year.
2. A full-time unit member is defined as a staff member working thirty (30) hours or more per week on a regular basis. The regular work hours for a full-time Teacher Aide working in an elementary building will be no fewer than 6 1/2 hours per day and for a secondary building will be no less than 7 hours per day. Exceptions may be made with prior discussion and mutual agreement between the District and the Association. Part-time unit members will be those who work fewer than thirty (30) hours per week on a regular basis.

3. Unit members may work beyond their regularly assigned workday upon the mutual agreement of the teacher, supervisor, and the unit member. Such work shall be performed at the unit member’s regular rate, unless the unit member’s work week would exceed forty (40) hours, at which point it would be performed at one and one-half (1½) times the unit member’s rate.

4. Teacher Aides shall be compensated in accordance with the arrangements described above for any and all meetings beyond the regular workday which they are required to attend. Such meetings may include, but shall not be limited to, faculty meetings, open houses, conferences, etc.

5. Teaching Assistants may be required to work beyond their regularly assigned workday. Teaching Assistants may be required to attend faculty meetings, back-to-school nights, and parent-teacher conferences. Teaching Assistants may also be required to attend department meetings. Such required meetings shall not exceed twenty (20) hours per school year. In the event that a Teaching Assistant is required to attend additional meetings, such meetings time shall be paid at the unit member’s normal rate of pay.

B. Work Year

1. The member work year for ten (10) month unit members shall begin no earlier than one day prior to the first day that students report for the opening of school. All full-time and part-time members will be expected to work the 186 day regular school calendar. The District, at its discretion, may schedule up to five (5) additional workdays prior to the first day that students report for inservice, room preparation, and other duties. Such days shall be paid at the unit member’s normal rate of pay.

2. In the event that an existing position is expanded to an eleven (11) or twelve (12) month position, the incumbent shall be offered the expanded position. If the incumbent declines the expanded position, the newly-expanded position shall be posted. The incumbent will be afforded seniority rights within the specific job title he/she previously held.

3. The work year for any 12-month Teaching Assistant position shall follow the Association work year calendar.
C. Emergency School Closings

All members of the unit shall be paid for emergency closings providing they are scheduled to work during such hours. If the emergency closing is announced prior to the opening of the school day, unit members need not report. The maximum number of paid emergency school closing days shall be limited to five (5) in any given school year.

It is agreed that if student "make-up" days are scheduled, unit members will work such days at their regular hourly rate of pay.

If an emergency extends the regular workday, unit members shall be compensated at the regular hourly rate.

D. Paid Holidays

Teacher Aides and 10-Month Teaching Assistants working a minimum of thirty (30) hours per week will receive ten paid holidays.

Part-time unit members will receive five paid holidays.

All paraprofessionals will be given a copy of the School Calendar which specifies the 10 paid holidays for full-time paraprofessionals and the 5 paid holidays for part-time paraprofessionals at the beginning of each school year. Those members hired during the school year will be given the calendar at the time of hire.

E. Superintendent's Conference Days

All unit members are expected to attend Superintendent’s Conference Days unless notified in writing by their immediate supervisor. It is agreed that Superintendent's Conference Days are paid workdays whether the unit member attends the conference or works in their regular capacity.

Each member of the unit shall be compensated for any conference day at their normal daily rate of pay. Each part-time unit member shall be compensated for the number of hours, excluding lunch, in attendance.

Unit members may attend other conferences approved by the District. Full-time unit members will be compensated at their daily rate of pay. Part-time unit members shall be compensated for the number of hours in attendance.

F. Planning Periods

Teaching Assistants shall receive one paid thirty (30) minute planning period per day. If thirty (30) minute planning is prohibited due to scheduling conflicts or the need for additional staff, the parties agree to meet to discuss this matter.
G. **Lunch Period**

All unit members shall have an unpaid duty-free lunch period of no less than thirty (30) minutes in length each day.

H. **Breaks**

All full-time unit members shall be assigned two paid fifteen (15) minute duty-free breaks per day, or one thirty (30) minute duty-free break per day.

All part-time unit members who work four (4) or more hours per day shall be entitled to one paid fifteen (15) minute duty-free break per day.

I. **Personal Belongings**

Annually, but no later than October 1, the Association Building Representative and the Principal shall agree to a secure location for unit members' personal belongings.

---

**ARTICLE IV - LEAVES**

A. **Vacations**

All twelve-month unit members shall receive paid vacation time according to the following schedule.

As of the July 1 immediately following appointment to a twelve-month position, pro-rated vacation may be taken according to the schedule below:

<table>
<thead>
<tr>
<th>Months</th>
<th>Days</th>
</tr>
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<tbody>
<tr>
<td>3 months</td>
<td>1 day</td>
</tr>
<tr>
<td>4 months</td>
<td>2 days</td>
</tr>
<tr>
<td>5 months</td>
<td>3 days</td>
</tr>
<tr>
<td>6 months</td>
<td>4 days</td>
</tr>
<tr>
<td>7 months</td>
<td>5 days</td>
</tr>
<tr>
<td>8 months</td>
<td>6 days</td>
</tr>
<tr>
<td>9 months</td>
<td>7 days</td>
</tr>
<tr>
<td>10 months</td>
<td>8 days</td>
</tr>
<tr>
<td>11 months</td>
<td>9 days</td>
</tr>
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</table>

Months in this section are defined as full months of employment. No partial credits shall be granted for less than a full month of service.

<table>
<thead>
<tr>
<th>Completion of one year</th>
<th>- ten</th>
<th>(10) working days</th>
</tr>
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<tbody>
<tr>
<td>five years</td>
<td>twelve</td>
<td>12</td>
</tr>
<tr>
<td>six &quot;</td>
<td>thirteen</td>
<td>13</td>
</tr>
<tr>
<td>seven &quot;</td>
<td>fourteen</td>
<td>14</td>
</tr>
<tr>
<td>eight &quot;</td>
<td>fifteen</td>
<td>15</td>
</tr>
<tr>
<td>nine &quot;</td>
<td>sixteen</td>
<td>16</td>
</tr>
<tr>
<td>ten &quot;</td>
<td>eighteen</td>
<td>18</td>
</tr>
<tr>
<td>twelve &quot;</td>
<td>nineteen</td>
<td>19</td>
</tr>
<tr>
<td>fifteen &quot;</td>
<td>twenty</td>
<td>20</td>
</tr>
</tbody>
</table>
Example: A unit member is hired on 3/1/2000. As of 7/1/2000, the member would have worked four (4) months, and would be eligible for two (2) days vacation, to be taken between 7/1/2001 and 6/30/2002. As of 7/1/2002, the member would be eligible for ten (10) days vacation, to be taken between 7/1/2002 and 6/30/2003. As of 7/1/2006, the member would be eligible for twelve (12) days vacation, etc.

With the approval of the immediate supervisor, a unit member may carry over up to five (5) earned vacation days to the following year. Such request shall be in writing and subject to the approval of the immediate supervisor and the Assistant Superintendent for Human Resources.

Members of the unit who have previously been employed in other units of the District in any capacity shall be given one-half (½) credit for time served prior to coverage by this agreement. The actual number of hours worked in continuous service shall be converted to years (total number of hours divided by 1860 divided by two) for computing vacation.

Unit members who have been previously employed by the District in paraprofessional positions shall receive full credit for all prior service with the District. The actual number of hours worked in continuous service shall be converted to years.

For a member of the unit changing from a ten (10) month or school year (186 day) schedule to a twelve (12) month schedule, the actual number of months worked shall be converted to years (total number of months worked divided by twelve [12]) for computing vacation and benefits.

Prior service as provided above shall be credited to the unit member at the completion of the first year as a twelve (12) month employee and effective the following July 1.

B. Sick Leave

Each ten (10) month unit member shall receive eleven (11) sick leave days on the initial date of employment and annually thereafter on September 1 of each succeeding school year. Any days not utilized may be accumulated to a maximum of 180 days. Five (5) such days may be used for absences caused by an illness in the immediate family or household.

Each twelve (12) month unit member shall receive twelve (12) sick leave days on the initial date of employment and annually thereafter on September 1 of each succeeding school year. Any days not utilized may be accumulated to a maximum of 186 days. Five (5) such days may be used for absences caused by an illness in the immediate family or household.

When a unit member has accumulated the maximum number of sick days allowed, that member may use the eleven (11) new sick days at the beginning of each year before they must draw from their accumulated total. Any unused portion of these new days will not be added to the accumulated total to exceed the contractual maximum.
Immediate family is defined to mean spouse, child, father, mother, sister, brother, grandparent, grandchild, and the same relatives-in-law and step relatives. Household is defined to mean those who dwell under the same roof and compose a family.

A unit member hired during the course of the school year shall receive the number of sick leave days for that school year which is equivalent to the number of months remaining in that school year. If the member is hired prior to the fifteenth of the month, he/she will receive a sick leave day for the month of hire. All such days will be made available to the member as of the date of hire.

Part-time unit members who work between fifteen (15) and nineteen (19) hours per week shall be entitled to six (6) sick days; those working between twenty (20) and twenty-nine (29) hours per week shall receive eight (8) sick days per year. Any days not utilized may accumulate to a maximum of 180 days. Members working fewer than fifteen (15) hours per week shall be entitled to six (6) sick days. Sick days are non-accumulating for members working fewer than 15 hours per week.

Each unit member shall receive a written notice of accumulated leave annually during the month of September.

C. Bereavement Leave

Each shall be entitled to five (5) days per year in the event of each death in the immediate family (defined as above). These days are not cumulative and are separate from other allowances.

D. Jury Duty Leave

Any unit member called for jury duty shall be paid his/her regular rate for any and all absences necessitated by such call.

Within two (2) weeks of receipt of payment from the government for duty, the unit member shall transmit to the District the full amount of such payment, excluding that portion which represents payment for expenses.

E. Personal Business Leave

Each unit member shall be entitled to two (2) personal leave days annually without loss of pay. These days are not to be considered as, or used to extend holidays or vacation days. The days are intended for use only when the member has pressing personal obligations which he/she does not wish to reveal and which require his/her absence from work.

Unit members hired after February 1 shall be entitled to one (1) personal business leave day.

The unit member shall request these days at least two (2) days in advance of his/her absence.

If these days are not used, they shall be added to the unit member’s sick leave accumulation.
F. **Emergency or Urgent Business Leave**

Each unit member shall be entitled to one (1) urgent business leave day annually without loss of pay. Such leave may be used for such occasions which are similar, but not limited, to the following:

1. Legal business
2. Funeral attendance
3. Malfunction of home appliance or equipment
4. Car accident and subsequent repair
5. Family business or celebration
6. Religious obligation (an additional day may be granted at the discretion of the Assistant Superintendent for Human Resources for religious obligation)

In the event of an emergency, written notification is to be submitted by the member to the supervisor on the form attached as Appendix A. A specific reason shall not be required from any member.

If this day is not used, it shall be added to the member's sick leave accumulation.

G. **Family Medical Leave Act**

All leave and benefit provisions of this contract will be counted toward the care and benefit provisions for the Family and Medical Leave Act of 1993 where applicable. FMLA leave and benefits will be applied if the contractual leave and benefits to the member provide less than provided under the Family Medical Leave Act.

H. **Unpaid Leaves**

1. All requests for leaves of absence will be applied for and responded to in writing.

2. All unit members will be granted parenthood leave upon written application which shall, as far as possible, be made at least four (4) months before the expected birth or adoption of the child.

To provide the needed flexibility in obtaining a suitable replacement, the Assistant Superintendent for Human Resources will work with the member to establish a mutually agreeable commencement date and duration of such leave. In arriving at a mutually agreeable date, consideration shall be given to the beginning of the term, holiday recesses, or a similar time when continuity of program will not be hampered.

3. A leave of absence for personal or medical reasons, without pay, may be granted at the discretion of the Board of Education.
4. A unit member on a leave of absence for a period of six (6) months or more will notify the Assistant Superintendent for Human Resources as to his/her desire to return to service at least ninety (90) days prior to the expiration of such leave. Failure to notify the Assistant Superintendent of Human Resources will elicit a request for such by the Assistant Superintendent for Human Resources — certified mail, return receipt requested. Failure to respond within five (5) working days shall constitute a resignation.

5. All benefits to which a unit member was entitled at the time his/her leave commenced will be restored to the member upon his/her return to service. He/she shall be assigned to the same position which he/she held at the time said leave commenced, if available, or if not, to a substantially equivalent position.

6. Time spent on leave shall not accrue for seniority, salary, or benefit purposes.

I. Sick Bank

After one (1) full year of service in the District, unit members will automatically be made members of the Sick Leave Bank, and two sick leave days, or their part-time equivalent, shall automatically be deducted from each member's accumulated sick leave for the sick leave bank. Any member desiring to waive his/her right to membership in the sick leave bank may do so by submitting such notice in writing to the District and the Association within thirty (30) days of his/her first anniversary of service or thereafter prior to October 1 of any given school year.

A unit member who has contributed to the bank will be eligible for its use subject to the following conditions:

1. **The member must have contributed to the bank.**

2. **The member must have exhausted all available leave (sick, personal).** Payments from the sick leave bank may only begin after fifteen (15) consecutive workdays of absence.

3. **The illness must be of a prolonged nature and so certified by a physician in writing to the Assistant Superintendent for Human Resources.** The District may require a second opinion by a physician designated by the District.

4. **The maximum number of days used by a member shall not exceed twenty (20).** If after expending twenty (20) days, the prolonged nature of the illness requires further absence, the member may apply to the Assistant Superintendent for Human Resources for additional days. Such application and certification as needed for the original leave will be required upon request. In no event shall a member receive more than one hundred (100) days of leave during employment with the District.
Other Conditions of the Sick Leave Bank

1. The sick leave bank is to be administered by the Assistant Superintendent for Human Resources and one unit member appointed by the Association President. Authorization is given to the Assistant Superintendent for Human Resources by the participating members to request and receive medical verification of a member's illness by a physician selected by the Assistant Superintendent for Human Resources.

2. A review board made up of the Assistant Superintendent for Human Resources and one member of the unit appointed by the Association President shall recommend to the Superintendent action on requests for the sick leave bank.

3. If the number of days in the Sick Leave Bank falls below fifteen in a given fiscal year, an additional day will be assessed to members in the sick leave bank, except that no member whose individual accumulation is less than four days will be assessed. If a member, as a result of this exception, does not contribute, that member shall be assessed an equivalent number of days at the commencement of the following school year.

4. Holidays will not be paid from the bank. Only days for which members would normally work will be paid.

5. Part-time unit members working fewer than fifteen (15) hours per week or members on leave will not be eligible for the bank. Twelve (12) month members will be eligible to use the bank during the summer months.

J. For the purpose of this Article the immediate supervisor shall refer to the Building Principal.

ARTICLE V - HEALTH INSURANCE

A. The District will provide to unit members working a minimum of thirty (30) hours per week, the BluePoint 2 Select health insurance plan. The Blue Million health plan will not be offered to members of this unit. The District will contribute toward this health insurance plans' premiums as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>2006-07</td>
<td>90%</td>
</tr>
<tr>
<td>2007-08</td>
<td>90%</td>
</tr>
<tr>
<td>2008-09</td>
<td>90%</td>
</tr>
</tbody>
</table>

Should the unit member choose an alternate health insurance plan offered by the District, the District will contribute toward the cost of such plan the amount up to that which the District would have paid for coverage under BluePoint 2 Select.
B. In the event that a unit member dies in service, after the completion of fifteen (15) years of District service, health insurance will be provided to the surviving spouse/dependent(s) provided the spouse/dependent(s) was covered/enrolled in district health insurance at the time of the unit member's death. The District's contribution for health insurance will be the same rate as at the time of death of the unit member.

Dependent(s) health insurance coverage will continue until the dependent(s) reach(es) independent status.

C. The District shall provide all full-time unit members working a minimum of thirty (30) hours per week with the Blue Shield Smile Saver Dental Plan – Option I, or a substantially equivalent plan.

D. The District shall pay eighty-five percent (85%) of the total premium cost for members enrolled in the dental insurance coverage stated in Part C above.

E. Effective July 1, 1992, one family shall not receive two family plans.

F. The District and the Association shall mutually agree upon any future changes in health insurance coverage prior to any changes being implemented.

G. HEALTH INSURANCE OPT-OUT

1. Full-time unit members not electing to participate in the District's health insurance program on a school year basis (July 1 - June 30) due to coverage elsewhere will be eligible for an $900 opt-out payment for each year they decline such coverage.

2. Unit members shall inform the District of their intention not to participate in the District's health insurance plan by June 1 annually. Newly hired unit members will be given this opportunity at the time of hire.

3. Unit members participating in the opt-out program shall receive a single check in June of each year. Unit members participating in the Opt-Out program less than a full year shall receive a pro-rata payment.

4. If during the year a qualifying event occurs which requires that the member participate in the District's health insurance program, the member shall be allowed to enroll in accordance with the rules and regulations of the carrier.

5. This provision became effective July 1, 1995.

H. Flexible Spending Account Program

Members of this unit shall be eligible for participation in the Flexible Spending Account Program (Section 125 Plan).
I. **105 Medical Reimbursement Plan**

The District will annually contribute $300 to each unit member who is eligible for a family or two-person health insurance plan and $200 to each unit member who is eligible for a single health insurance plan into a 105 Medical Reimbursement Plan. The 105 plan cannot be used to pay the premium costs for health insurance. 105 plans will be closed one year after the member’s separation from service [retirement, termination, resignation] and any remaining funds will be forfeited to the District.

**ARTICLE VI - GROUP TERM LIFE INSURANCE**

The District shall pay fifty percent (50%) of the cost for unit members enrolled in the group term life insurance program ($20,000 group term life insurance policy) for those working a minimum of thirty (30) hours per week who were last hired before July 1, 1990.

The District shall pay twenty-five (25%) of the cost for members enrolled in the group term life insurance program ($20,000 group term life insurance policy) for those members who are working thirty (30) hours or more per week who were last hired on, or after, July 1, 1990.

Members who have had life insurance with the District may convert this upon retirement and continue to have coverage provided they pay 100% of the premium costs.

Members working fewer than thirty (30) hours per week may not participate in the group term life insurance program.

**ARTICLE VII - ASSIGNMENTS/TRANSFERS/PROMOTIONS**

A. **Assignment Notice**

Unit members will be notified no later than July 1 of their tentative assignments, including the school to which they will be assigned, and salary for the following school year.

Such notice shall also include the tentative number of hours for the assignment.

B. **Notice of an Application for Vacancy**

1. **Vacancy** - For the purpose of this section, a vacancy shall be defined as an opening in any existing unit position for which the District has received written notice that the incumbent is relinquishing his/her position within the District or any newly-created position.

2. **Posting of Vacancies** - When a position becomes vacant or a new position is created, a notice of vacancy for such position shall be posted in each building in the District for five (5) workdays before the position is filled. The posting shall include the location of the vacancy, the job description if available, minimum qualification, and salary for such position.
3. **Summer Vacation** - In the case of vacancies occurring during the summer vacation, vacancy notices shall be posted in the Human Resources Office of the District. A copy shall be sent to each unit member previously registering with the Human Resources Office during the school year.

4. **Application** - Any unit member who desires to apply for any such vacancy shall submit his/her application in writing to the Human Resources Office.

5. **Filling of Vacancies** - Among applicants of equal qualifications and work record, preference shall be given to current unit members. Finalist(s) for the position will have the opportunity to meet with the teacher, if applicable, to discuss job responsibilities.

C. **Requests for Transfer**

Unit members desiring a change in grade, subject, or building, or promotion to any position for which a vacancy has been advertised, should file a written statement of such desire with the Human Resources Office of the District. Due consideration will be given to those members who have previously submitted such a request. The District will provide unit members with a written determination of their transfer request.

D. **Notice of Hiring**

Within thirty (30) days of the hiring of each new unit member, the president of the Association shall receive a written notice indicating the following information with respect to the new unit member: unit member's name, position filled, rate of pay, number of working hours, and unit member's home address. The Association president shall also receive the names of all unit members who have been dismissed, resigned, granted leaves, or promoted.

E. **Involuntary Transfer**

1. **Notice to Employee** - It is recognized that some involuntary transfers of unit members will occur from time to time. Such transfers may be within a building or from one building to another. Notice of any such involuntary transfer shall be given to the unit member and Association President as soon as possible. Transfer shall not be made for the purpose of discipline of any unit member.

2. **Right of Explanation** - An involuntary transfer will be made only after a meeting between the unit member involved, a representative of the Association if requested by the unit member, and the immediate supervisor or the Assistant Superintendent for Human Resources, in order to explain the reason for said transfer.
F. 1. **Seniority**

   a) **Teacher Aides** - Seniority for Teacher Aides shall be defined as the length of continuous service within the unit in accordance with applicable Civil Service Law.

   b) **Teaching Assistants** - Seniority for Teaching Assistants shall be defined as the length of continuous service within the position as defined by the Education Law, effective July 1, 1989.

2. **Consideration of Seniority**

   Seniority shall be considered in matters of promotion, lay-off, upgrade, transfer, vacancies, and recall.

3. **Seniority Rights**

   Whenever the District abolishes a position, the services of the unit member having the least seniority within the position abolished shall be discontinued. Teaching Assistants who are laid off, and who have previously accrued seniority rights in the position of Teacher Aide, may return to the position of Teacher Aide, to the extent that their total, uninterrupted District seniority will provide.

4. **Seniority List**

   A seniority list will be published annually, not later than October 1.

G. **Out-of-District Assignments**

   Unit members whose workday may include an out-of-district assignment will be supervised by a designated in-district administrator. The unit member will be evaluated by that administrator.

**ARTICLE VIII - JOB SECURITY**

A. The District shall give notice to unit members and to the Association President of any lay-off, reduction of hours, or change of job description not less than thirty (30) days prior to effecting any such change. Unit members will be notified of transfers as soon as practical.

When a Teacher Aide is placed on a preferred eligible (recall) list the District, upon availability, will offer a position to the person. If the person declines the position in writing, by completing and signing the District form, the person will be considered to have permanently resigned and will no longer retain recall rights. Individuals may apply to the District as new candidates at any time in the future.

Teaching Assistant positions are covered under Education Law.
B. Evaluation

1. Annual Evaluation
   a. Each unit member shall receive one formal evaluation per year, which shall be completed no later than June 1. At the time of the annual evaluation conference the administrator will review the completed evaluation form with the member. Members will be given the opportunity to add comments to the evaluation form.
   
   b. The evaluation form and process will be shared with all involved personnel at an annual orientation with the school administrator no later than October 1 of each year. Included in this session will be a meeting between the teacher/teachers and the paraprofessional with whom he/she works for the purpose of enumerating specific responsibilities and expectations for the paraprofessional. These designated responsibilities will be shared in writing with the paraprofessional and will then be the basis for the observation performed by the designated administrator.
   
   c. The administrator shall identify, in a timely manner, any areas needing improvement and these shall be discussed with a plan for improvement developed by the paraprofessional with the support of the administrator. Evaluation shall be an on-going working process. Subsequent evaluations shall note progress made toward areas needing improvement. The administrator should bring any performance concerns to the member’s attention as they occur throughout the school year.
   
   d. The evaluation instrument is a joint document and representatives of the District and the Association shall conduct any revisions jointly.

2. Appeal of the Evaluation

In the event that a unit member is dissatisfied with his/her evaluation, the member may request and shall be granted a meeting with his/her immediate supervisor, and the Association President, or designee, at which time the evaluation shall be reviewed. The Assistant Superintendent for Human Resources may attend if requested by the immediate supervisor. If the matter is not resolved, the unit member may request a meeting between the immediate supervisor and the Assistant Superintendent for Human Resources and the Association President for a further review of the matter.

3. Personnel Files
   a. Official District personnel files shall be maintained in the Human Resources Office.
   
   b. Each unit member will have the right, with reasonable prior notice, to review and copy the contents, with the exception of confidential employment recommendation, of his/her complete personnel files.
Any time a supervisor wishes to place something in a unit member's file, such as a letter of reprimand, counseling memoranda, or other concerns, the supervisor should first share a copy of this document with the member for review. If the document is of a disciplinary nature, it must be signed by the unit member. This signature will not be deemed as agreement with the document, but rather an awareness that it exists and is being placed in the personnel file.

Any disciplinary action against a non-probationary unit member will follow procedures outlined in Section 75 of Civil Service Law and/or 3020A of Education Law.

c. In any instance where an entry is made in a personnel file in which the unit member disagrees, the member will have the right to file a written statement on his/her behalf which shall become a part of the unit member's personnel file.

ARTICLE IX - SALARY AND RELATED MATTERS

Salaries

A. Salaries - Teacher Aides

1. Salary Schedule New Hires

<table>
<thead>
<tr>
<th></th>
<th>2006-07</th>
<th>2007-08</th>
<th>2008-09</th>
</tr>
</thead>
<tbody>
<tr>
<td>Step 1</td>
<td>$ 7.79</td>
<td>$ 7.95</td>
<td>$ 8.11</td>
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<tr>
<td>Step 2</td>
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<tr>
<td>Step 6</td>
<td>8.42</td>
<td>8.58</td>
<td>8.75</td>
</tr>
</tbody>
</table>

Prior credit, up to a maximum credit of five (5) years of experience, for placement of new hires shall be based on previous employment as a teacher, teacher aide, or teaching assistant in a public or private agency.

All unit members will have their hourly rate of pay increased by 4.0% for the 2006-07 year; 4.0% for the 2007-08 school year; and 4.0% for the 2008-09 school year.

2. Unit members holding a baccalaureate degree shall receive $250 to be paid as a lump sum in September.
B. Salaries - Teaching Assistants - 10 Month

1. Salary Schedule New Hires

<table>
<thead>
<tr>
<th>Step</th>
<th>2006-07</th>
<th>2007-08</th>
<th>2008-09</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$11,912.00</td>
<td>$12,150.00</td>
<td>$12,393.00</td>
</tr>
<tr>
<td>2</td>
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<td>4</td>
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<td>12,662.00</td>
<td>12,915.00</td>
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<tr>
<td>5</td>
<td>12,663.00</td>
<td>12,917.00</td>
<td>13,175.00</td>
</tr>
<tr>
<td>6</td>
<td>12,913.00</td>
<td>13,171.00</td>
<td>13,435.00</td>
</tr>
</tbody>
</table>

Prior credit for placement of new hires shall be based on previous employment as a teacher, teacher aide, or teaching assistant in a public or private agency, up to a maximum credit of five (5) years of experience.

All current unit members, will have their annual rate of pay increased by 4.0% for the 2006-07 school year, 4.0% for the 2007-08 school year; and 4.0% for the 2008-09 school year.

2. Unit members holding a baccalaureate degree shall receive $250 to be paid as a lump sum in September.

C. Salaries - Teaching Assistants - 12 Month

1. Salary Schedule New Hires

<table>
<thead>
<tr>
<th>Step</th>
<th>2006-07</th>
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<td>2</td>
<td>14,544.00</td>
<td>14,835.00</td>
<td>15,132.00</td>
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<tr>
<td>3</td>
<td>14,670.00</td>
<td>14,963.00</td>
<td>15,262.00</td>
</tr>
<tr>
<td>4</td>
<td>14,921.00</td>
<td>15,219.00</td>
<td>15,523.00</td>
</tr>
<tr>
<td>5</td>
<td>15,170.00</td>
<td>15,474.00</td>
<td>15,783.00</td>
</tr>
<tr>
<td>6</td>
<td>15,422.00</td>
<td>15,731.00</td>
<td>16,045.00</td>
</tr>
</tbody>
</table>

Prior credit for placement of new hires shall be based on previous employment as a teacher, teacher aide, or teaching assistant in a public or private agency, up to a maximum credit of five (5) years of experience.

All current unit members, will have their annual rate of pay increased by 4.0% for the 2006-07 school year, 4.0% for the 2007-08 school year; and 4.0% for the 2008-09 school year.

2. Unit members holding a baccalaureate degree shall receive $250 to be paid as a lump sum in September.
D. Extra Duty

1. Unit members selected to fill an extra-curricular assignment shall be compensated at the Fairport Educators' Association Extra-Curricular rate.

2. Unit members chosen to chaperone student trips, and who fulfill a formal responsibility required by the school, shall be compensated at the Fairport Educators' Association Overnight Stipend rate.

3. Unit members selected to supervise a Sports Study Hall shall be compensated at the rate of $15 per hour.

E. Teaching Assistants

1. The probationary period and the granting of tenure for teaching assistants shall be per Education Law.

2. Advancement from probationary status will be in accordance with applicable law. Probationary unit members will be notified of pending action thirty (30) calendar days prior to the end of their probationary period.

3. Should an existing unit member apply for and be appointed to a teaching assistant's position, he/she will be placed on the same step or level he/she held as a teacher aide.

4. In no event shall a unit member receive less than an eight percent (8%) increase in his/her hourly rate of pay that he/she would have received as a teacher aide.

5. Prior credit for placement of new hires shall be based on previous employment as a teacher, teacher aide, or teaching assistant in a public or private agency up to a maximum credit of five (5) years of experience.

6. Teaching assistants shall receive Excellence in Teaching Funds on a pro-rata basis in each year of this agreement if the State of New York provides this money. Such money will be paid within 90 days of receipt by the District and shall be considered as a bonus.

F. In the event that the Federal minimum wage changes, both parties to this agreement agree to meet and discuss the impact of said changes.

G. Annualization of Salary

All unit members shall have their hourly rate of pay annualized as per the number of regular work hours as identified in Appendix D. Paychecks shall be distributed on a bi-weekly basis as established by the annual payroll schedule.

The timecard will be used for any additional hours worked.
H. **Longevity**

Longevity increments shall be paid in the following manner:

1. After ten (10) full years in the District, $310 shall be added to the unit member’s base salary.

2. After fifteen (15) full years in the District, an additional $110 shall be added to the unit member’s base salary.

3. After twenty (20) full years in the District, an additional $110 shall be added to the unit member’s base salary.

4. After twenty-five (25) full years in the District an additional $110 shall be added to the unit member’s base salary.

To receive these payments, unit members must complete the applicable number of years of service on or before July 1 in the fiscal year the payment is to be made.

Full-time positions of 186 days, 10 months, and 12 months shall equal one year of service for longevity purposes. Members of the unit who have been previously employed by the District shall have their total years of service calculated and credited for longevity purposes.

Unit members whose regular assignment is less than full time will have their years of service pro-rated and will be eligible for longevity when the accumulation of their part-time service equates to a level of service eligible for a longevity payment.

This salary adjustment will be paid in the first payroll in December and will become a permanent part of the member’s base salary for each succeeding school year.

I. **Education**

1. **Inservice Coursework**

To encourage greater growth and perfection of skills, the District will award credit for Inservice Courses on the following basis:

a. Courses must have prior approval as to content and hours by the immediate supervisor and the Assistant Superintendent for Human Resources. Courses must relate to the work of the unit member.

b. Paraprofessionals must present verification from the instructor or college that the course was satisfactorily completed. Credit allowance as follows:

   For each fifteen (15) clock hours of approved inservice coursework, the unit member shall receive one (1) credit hour.

   A college course of three (3) credit hours is the equivalent of forty-five (45) clock hours.
An increment of $325 shall be paid for every forty-five (45) classroom hours of approved inservice coursework completed, and not previously credited for salary purposes. The $325 shall be awarded as a lump sum at the time of completion and becomes a permanent part of the base salary in the following year.

Each unit member shall be entitled to earn a maximum of nine (9) inservice salary increments.

c. Professional Standards Program

Eligibility: Paraprofessionals employed by the District may apply for admission to the Fairport Paraprofessional Standards Program. An applicant must have completed one full year of service in the District immediately prior to applying for a FPSP certificate. Each applicant must complete one inservice per semester during the certification period. Education and professional activity credit will be grandfathered retroactively to September 1, 1995. The only exception will be the certified Child Abuse Course, which will be accepted regardless of date. A total of thirty (30) points must be earned for each of the three (3) levels of certification.

A stipend of $375 will be granted upon successful completion of each certificate. This amount will be added to base the pay.

d. Staff Development Fund

The District agrees to provide a sum of $1,000 annually for professional development opportunities for members of this unit. A joint committee will determine how this is used.

J. Retirement

Members of this unit are entitled to membership in the New York State Employees’ Retirement System if classified as a teacher aide, or membership in the New York State Teachers' Retirement System if classified as a teaching assistant. If a member waives membership in said system, this shall be done in writing within thirty (30) days of initial hiring.

When a unit member becomes eligible to retire under the applicable New York State Retirement System, he/she will be eligible for an increment in his/her salary, providing that he/she files with the Superintendent by January 1 in the final calendar year of service an irrevocable notice of his/her decision to retire effective June 30.

To be eligible for the service increment, a unit member must have the equivalent of fifteen (15) years of full-time service in the District. He/she shall be entitled to a retirement increment based on accumulated sick days up to a maximum of one hundred and ten (110) days. The increment shall be paid in equal installments during the last full year of employment. Members wishing to take advantage of this increment must notify the Human
Resources Office by January 1 in the final calendar year of service. The retirement increment shall be based on the number of accumulated sick days, maximum of one hundred and ten (110), times the daily rate of pay of the year of notification.

Such days will be deducted from the unit member’s accumulated sick days when payment of the retirement increment begins.

Should death of the unit member occur during the year in which the retirement increment is being paid, the increment will be paid to the unit member’s beneficiary or estate. In extenuating circumstances, the Superintendent, at his/her sole discretion, may waive the effective date of retirement or the notification date of January 1.

Unit members who have received the service increment may work as substitutes after their retirement with no impact on their increment.

K. Continuation of Health Insurance Benefits

Full-time unit members who retire into the New York State Employees' Retirement System, or the New York State Teachers' Retirement System or have attained the age of 55 shall be entitled to continue health insurance coverage based on the following schedule:

<table>
<thead>
<tr>
<th>Years of Service/District's Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>15 or more</td>
</tr>
<tr>
<td>90% of BluePoint 2 Select. Retired member may select any other plan offered by the District but the District contribution will be based on the premium cost of BluePoint 2 Select or equivalent plan. The Blue Million health plan will not be offered to this association.</td>
</tr>
<tr>
<td>Should the retired member choose an alternate health insurance plan offered by the District, the District will contribute toward the cost of such plan the amount up to that which the District would have paid for coverage under the BluePoint 2 Select.</td>
</tr>
<tr>
<td>A retiree’s coverage will be changed to the senior (or other equivalent) plan when he/she is eligible for such plan in conjunction with the availability of Medicare benefits. The retiree’s cost shall be based on the percent paid at the time of retirement and the percent shall remain fixed. If 90% of BluePoint 2 Select is greater than the senior plan, then the senior plan will be free to the retired member.</td>
</tr>
<tr>
<td>Continuation of health insurance will be provided to the surviving spouse provided the spouse was covered at the time of the unit member’s death.</td>
</tr>
<tr>
<td>Portability</td>
</tr>
<tr>
<td>If a retired unit member who is eligible for the District health insurance benefit is not able to receive the benefit because the unit member has permanently moved from the coverage area, the District will provide a &quot;portability benefit&quot;. This benefit will be reimbursement to the unit member for premiums paid to obtain health insurance.</td>
</tr>
</tbody>
</table>
The benefit will not exceed the lesser of (a) the actual cost of the retired unit member’s health insurance or (b) the District payment that the unit member would be eligible for if still residing in the District coverage area. The District will require proof of coverage and payment as a condition of providing this benefit to a retired unit member. The District will pay this benefit upon the submission of bills, including proof of insurance. For the purpose of reimbursement, the retiree must submit such documentation no later than sixty (60) days following the date of payment due.

L. Substituting for Absent Teachers

A unit member may be asked by the building principal to substitute for an absent teacher. If the member agrees, he/she will be compensated at his/her daily rate of pay or at the substitute teacher rate, whichever is greater. The anticipated length of the substitute assignment shall be communicated to the unit member.

M. Travel Reimbursement

Unit members who are required to travel in the course of their employment shall be reimbursed at the IRS approved rate in effect for that school year.

N. Tax Sheltered Annuities

Deductions for tax sheltered annuities offered by the District shall be made as authorized by the unit member.

O. Timecards

Time cards will be used for work done outside of the unit member’s regularly assigned workday. Whenever a member completes a regular timecard, the time card shall not be altered or amended without a written explanation.

The explanation will be provided within three (3) working days of the original submission of the timecard unless the supervisor is absent from work. In such event, the time limitation will begin upon his/her return to service.

ARTICLE X - MISCELLANEOUS PROVISIONS

A. Modification of Agreement

This agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from, or modified including addressing any terms or conditions of employment not covered by this agreement, only through the voluntary, mutual consent of the parties acting through the Superintendent and the President of the Association in a written and signed amendment to the Agreement.
B. **Complete Agreement**

This Agreement shall supersede any rules, regulations, or practices of the District which shall be contrary to or inconsistent with its terms.

C. **Savings Clause**

If any provision of this Agreement or any application of the Agreement shall be found contrary to Law, then such provisions or applications shall be deemed invalid and exist except to the extent permitted by Law, but all other provisions or applications shall continue in full force and effect.

D. **Management Rights**

The District retains the sole right to manage its business and services and to direct the working force. This includes the right to decide the number and locations of its business and service operations, the business and services operations to be rendered, and the methods, and processes, and means used in operating its business and services, and the control of the buildings, real estate, materials, tools and all equipment which may be used in operating its business and services, or in supplying its business and services; to determine whether and to what extent the work required in operating its business and services shall be performed by unit members covered by this Agreement to maintain order and efficiency in the operation of the plant unit, including the right to hire, lay-off, assign, transfer, or promote, discipline, discharge, suspend, to determine the scheduling of the personnel, subject to such regulations governing the exercise of these rights as expressly provided in this Agreement, or provided by law.

The above rights of the District are not all inclusive, but indicate the type of matters or rights which belong to or are inherent to the employer. Any and all rights, powers, and authority the employer had prior to entering this Agreement are retained by the District, except as expressly and specifically abridged, delegated, granted, or modified by this Agreement.

E. **Duplication**

Copies of this Agreement shall be duplicated and distributed to all members at the expense of the District.

**ARTICLE XI - LEGISLATIVE APPROVAL**

It is agreed between the parties that any provisions of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds shall not be effective until the appropriate legislative body has given approval.
ARTICLE XII - APPROVAL BY THE NEGOTIATING TEAM

The spokesperson for the District's negotiating team and the spokesperson for the Association's negotiating team have read the provision of each section of this Agreement and approve the same.

Date 2/27/07

Fairport Central School District by
Barbara J. Gregory
Assistant Superintendent for
Human Resources

Date 3/1/07

Fairport District Paraprofessionals by
Elizabeth B. Wolszczak
Chief Negotiator

In witness thereof, the parties have set their hand and sealed this
1st day of March, 2007.

Fairport Central School District

Jon G. Hunter
Superintendent of Schools

Elizabeth B. Wolszczak, President
Fairport District Paraprofessionals
APPENDIX A

Fairport District Paraprofessionals
Personal Leave Form

Name ____________________________ Date ____________________

PERSONAL BUSINESS LEAVE. Personal days, up to (2) days available.

Date of Request ____________________ (apply 2 days in advance)
Date of Absence ____________________

_________________________________  ____________________  ____________
Signature                          Date                        Approved

______________________________  ____________________  ____________
Disapproved

Reason for disapproval

________________________________________________________

EMERGENCY OR URGENT BUSINESS LEAVE. One (1) day's leave available.

_____ Legal Business
_____ Funeral attendance
_____ Malfunction of home appliance or equipment
_____ Car accident and subsequent repair
_____ Family business or celebration
_____ Religious obligation (an additional day may be granted at the discretion of the Superintendent for religious obligation)

_________________________________  ____________________  ____________
Signature                          Date                        Approved

______________________________  ____________________  ____________
Disapproved

Reason for disapproval

________________________________________________________

Please refer to Fairport District Paraprofessionals contract for language of personal leave provisions.

AIFDP.Apndx A
2/07
APPENDIX B

SAMPLE NOTIFICATION LETTER (1)

PARAPROFESSIONAL POSITIONS (Transfer Requests)

DATE:

Dear:

Thank you for your interest in the (special education) paraprofessional position. I (we) enjoyed meeting with you to discuss your possible transfer with Fairport Central School District.

Although you possess many strong qualifications, the position has been filled by another employee. Your application will be kept on file and you will be considered should any other positions become available in the future.

Thank you again for your time during the interview process.

Sincerely,
DATE:

Dear:

Thank you for your interest in the (special education) paraprofessional position. I (we) enjoyed meeting with you to discuss your possible employment with the Fairport Central School District.

Although you possess many strong qualifications, the position has been filled by another candidate. Your application will be kept on file and you will be considered should any positions become available in the future.

Thank you again for your time during the interview process. Best wishes as you pursue other employment opportunities.

Sincerely,
APPENDIX C

EMPLOYEE PERFORMANCE EVALUATION

TEACHER AIDE

&

TEACHING ASSISTANT
I. JOB SKILLS

- Possesses clerical skills needed to complete assigned tasks.
- Demonstrates the ability to meet deadlines in an orderly fashion.
- Organizes and performs work efficiently.
- Maintains required records accurately.
- Uses good judgment in performing required work.
- Readily learns and applies new ideas, procedures, and techniques.
- Accepts job responsibility and carries each assignment through to completion.

Comments:

II. WORK ETHIC AND ATTITUDE

- Observes assigned working hours.
- Maintains a good attendance record.
- Demonstrates a high level of ethical behavior and confidentiality.
- Follows the proper communication channels when dealing with problems that affect job performance.
- Exhibits flexibility when accepting assignments.
- Adapts to necessary daily changes and conditions to support instruction.
- Accepts and benefits from constructive criticism.
- Demonstrates a positive attitude and shows enthusiasm toward work.

Comments:

III. STUDENT INTERACTION

- Works effectively with students in a small group setting with the intent to reinforce learning material or skills initially introduced by the teacher.
- Recognizes undesirable situations and reacts with good judgment.
- Treats all students in a respectful and consistent manner.
- Is adaptive, flexible and works harmoniously with staff and students.

Comments:
IV. SELF IMPROVEMENT

- Takes advantage of appropriate inservice or formal course opportunities.
- Establishes and enhances knowledge of job responsibilities.

Comments:

V. ADDITIONAL COMMENTS (OPTIONAL)

This performance appraisal was reviewed with the employer on

__________________________________________
Date of Conference

The employee’s signature below does not necessarily imply agreement with the evaluation; rather it indicates that they have read the document. The employee may wish to add comments below or respond in writing through a separate document.

__________________________________________  ______________________________________
Administrator’s Signature / Date               Employee’s Signature / Date

Employee Comments (Optional)

Revised July 1, 2003
FAIRPORT CENTRAL SCHOOL DISTRICT
EMPLOYEE PERFORMANCE EVALUATION
TEACHING ASSISTANT

Name_________________________________________ School__________________________
Assignment_____________________________________ Date/Time_____________________
Administrator__________________________________

I. JOB SKILLS
- Possesses clerical skills needed to complete assigned tasks.
- Demonstrates the ability to meet deadlines in an orderly fashion.
- Organizes and performs work efficiently.
- Maintains required records accurately.
- Uses good judgment in performing required work.
- Readily learns and applies new ideas, procedures, and techniques.
- Accepts job responsibility and carries each assignment through to completion.

Comments:

II. WORK ETHIC & ATTITUDE
- Observes assigned working hours.
- Maintains a good attendance record.
- Demonstrates a high level of ethical behavior and confidentiality.
- Follows the proper communication channels when dealing with problems that affect job performance.
- Exhibits flexibility when accepting assignments.
- Adapts to necessary daily changes and conditions to support instruction.
- Accepts and benefits from constructive criticism.
- Demonstrates a positive attitude and shows enthusiasm toward work.

Comments:

III. STUDENT INTERACTION
- Works effectively with students.
- Assists students in the use of instructional resources and in the development of instructional materials.
- Recognizes undesirable situation and reacts with good judgment.
- Treats all students in a respectful and consistent manner.
- Is adaptive, flexible and works harmoniously with staff and students.

Comments:
IV. SELF IMPROVEMENT

- Takes advantage of appropriate inservice or formal course opportunities.
- Establishes and enhances knowledge of job responsibilities.

Comments:

V. Additional Comments (optional)

This performance appraisal was reviewed with the employer on

__________________________________________
Date of Conference

The employee's signature below does not necessarily imply agreement with the evaluation; rather it indicates that they have read the document. The employee may wish to add comments below or respond in writing through a separate document.

__________________________________________  ______________________________________
Administrator's Signature / Date            Employee's Signature / Date

VI. Employee's Comments (optional)
APPENDIX D

FAIRPORT DISTRICT
PARAPROFESSIONALS

HOURLY CHARTS
PARAPROFESSIONAL
Teaching Assistants – 12 Month
Full-time - 7.5 Hours Per Day
July 1, 2006- June 30, 2007

POSITION VACANT

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SEPTEMBER 5, 2006: 7.5 HOUR DAYS BEGIN. (Labor Day Holiday)

JUNE 29, 2007: LAST 7.5 HOUR WORKDAY FOR THE 2006-07 SCHOOL YEAR.

JULY 2, 2007: 6 HOUR WORK DAYS BEGIN FOR THE 2007-08 SCHOOL YEAR.
PARAPROFESSIONAL

Teaching Assistants & Teacher Aides

10 Month & 186 Day

(Full-time - 30 hours or more per week)

September 5, 2006 – June 22, 2007

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(Paid Days include Superintendent Conference Days and all Teacher/Parent Conference Days.)


**UNPAID HOLIDAYS:** July 3 & 4; September 4; November 24; February 20, 2007.

**JUNE 22, 2007 IS THE LAST WORK DAY FOR THE 2006-07 SCHOOL YEAR.**
PARAPROFESSIONAL
Teaching Assistants & Teacher Aides

10 month & 186 Day

(Part-time – less than 30 hour per week)

September 5, 2006 – June 22, 2007

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(Paid Days include Superintendent Conference Days and all Teacher/Parent Conference Days.)


**JUNE 22, 2007 IS THE LAST WORKDAY FOR THE 2006-07 SCHOOL YEAR.**