

**NEGOTIATIONS AGREEMENT**

between

**SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT**

and the

**SOUTH HUNTINGTON PARAPROFESSIONAL ASSOCIATION**

**NYSUT, NEA AFT, AFL-CIO**

**JULY 1, 2020 THROUGH JUNE 30, 2025**

## TABLE OF CONTENTS

<u>ARTICLE NO.</u>		<u>PAGE NO.</u>
1	Recognition	1
2	Term of Agreement	1
3	Management Rights	3
4	Probationary Period	3
5	Compensation	3
6	No Strikes or Work Stoppages	5
7	Work Day - Week Year	5
8	Health, Life and Dental Insurances	6
9	Dues Deduction	7
10	Sick Leave/Sick Leave Bank	8
11	Holidays	10
12	Bereavement Leave	10
13	Leave of Absence	11
14	Preservation of Benefits	12
15	Visitation	12
16	Legal Service	12
17	Personnel File	12
18	Miscellaneous	13
19	Transfers/Postings	14
20	Evaluations	15
21	Reporting Pay	15
22	Jury Duty	15
23	Excessing	16

## TABLE OF CONTENTS

<u>ARTICLE NO.</u>		<u>PAGE NO.</u>
24	Grievance Procedure	16
25	Longevity	18
26	In-Service	18
27	Business and Personal Days	19
Appendix A	Salary Schedules	
	Teaching Assistants	
	• Salary Schedule A (7/1/2020-6/30/2025)	20
	• Salary Schedule B (New Hires) (hired after 7/1/2012) (7/1/2020-6/30/2025)	21
	Paraprofessionals	
	• Salary Schedule A (7/1/2020-6/30/2025)	22
	• Salary Schedule B (New Hires) (hired after 7/1/2012) 7/1/2020-6/30/2025)	23
Appendix B	Paraprofessional Job Descriptions	24
Appendix C	Guidelines for Business Days	26

**NOTE:** The word "Paraprofessional" or "Para" shall be interchangeable.

## ARTICLE 1

### RECOGNITION

Pursuant to PERB Certification Number C-2778 dated November 6, 1981, the South Huntington Union Free School District (hereinafter referred to as the "District") hereby recognizes the South Huntington Paraprofessional Association, NYSUT, NEA-AFT, AFL-CIO (hereinafter referred to as the "Association") as the exclusive collective negotiations agent for the following employees:

Teaching Assistants, Special Education Paras, Special Ed/Clerical Paras, Store Paras, Library Paras, Library/Computer Paras, Learning Laboratory Paras, Cafeteria Paras, Instructional Support Paras, Personal Paras, ESL Paras, Computer Lab Paras, Kindergarten Paras, Special Ed Paras (Pre-School), Primary Mental Health Paras and Leave Replacement Paras and Leave Replacement Teaching Assistants (individuals performing position for one [1] semester or more, with a defined end date, paid at Step 1, Schedule B).

Excluded: Cafeteria Office Aides, Superintendent's Office Aides, Business Office Aides, all other Central Office Aides, and all other employees.

Nothing contained herein shall be construed to require that employees be members of the Association as a condition of employment, and recognition of the Association shall not interfere with or impair the right of employees under the Constitution or laws of the State of New York.

## ARTICLE 2

### TERM OF AGREEMENT

This Agreement shall be effective July 1, 2020 and shall continue in effect through June 30, 2025.

Negotiations for a successor Agreement shall commence prior to January 1, 2025.

Beyond the term of this Agreement as, provided above, the Board of Education shall not be required to maintain the status quo except as required by law.

In the event that any term or provision of the Agreement is contrary to any provision of appropriate federal, state or local statute or ordinance, then the provisions of said law shall prevail in the particular instance. All other provisions of this Agreement shall remain in effect.

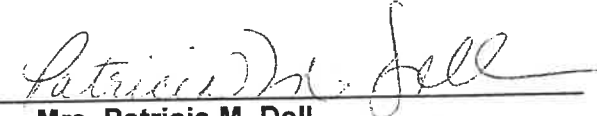
Both parties to this Agreement recognize their responsibility all times to act in good faith in carrying out any and all provisions of this Agreement.

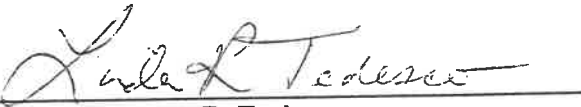
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.


The parties agree that all items presented for negotiations have been negotiated and that no item will be introduced for further negotiation to take effect during the term of this Agreement.

This Agreement may not be modified, changed or altered unless by a further Agreement in writing executed by both parties.

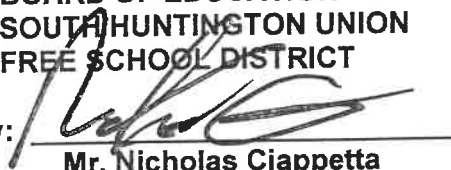
**SOUTH HUNTINGTON  
PARAPROFESSIONAL ASSOCIATION**

By:   
**Mrs. Patricia M. Dell  
Co-President**

By:   
**Mrs. Linda R. Tedesco  
Co-President**

By:   
**Dr. Vito D'Elia  
Superintendent of Schools**

**BOARD OF EDUCATION  
SOUTH HUNTINGTON UNION  
FREE SCHOOL DISTRICT**

By:   
**Mr. Nicholas Ciappetta  
President**

Dated: March 9, 2022

### ARTICLE 3

#### MANAGEMENT RIGHTS

Subject to the provisions of this Agreement and applicable law, the District retains the full responsibility and sole right of management of the District, its business affairs and property, including but without limitation, the right to supervise and direct the working forces; to plan, control, increase, decrease, transfer or discontinue operations; to establish work and school schedules; to hire and promote employees; to increase or decrease the working force; and to suspend, discharge, and discipline employees for just cause. New positions and respective work hours shall be established by administration. The Association will be advised accordingly.

### ARTICLE 4

#### PROBATIONARY PERIOD

All newly hired Paraprofessionals shall be placed on probation for a period of four (4) school years. If at the end of this period, the employee's work is considered to be satisfactory, the employee shall be considered to be a permanent employee of the School District and seniority shall date from the first day worked. The termination of a new employee during the probationary period shall not be subject to the grievance process.

Permanent Paraprofessionals who are involuntary transferred to a new position within their seniority list due to position elimination (as defined in Article 24(D)) shall serve a new probationary period of five (5) months. Should they not satisfactorily complete this new probationary period after receiving appropriate training, their employment may be terminated, and they shall not have recourse to excessing rights under Article 24. In the event of a voluntary transfer, no permanent employee shall be required to serve a five (5) month probationary period if the employee has already served a probationary period for said position within the same category (non-instructional and instructional) as defined by Article 24.

The probationary period and tenure process for Teaching Assistants shall be in accordance with the New York State Education Law. Nothing contained herein shall be inferred to mean that the Association can grieve a tenure denial.

Paraprofessionals shall have due process rights in accordance with Section 75 of the Civil Service Law after completion of their probationary period (4 years).

### ARTICLE 5

#### COMPENSATION

The salary schedules for the term of this Agreement are set forth in Appendix "A" Schedules A and B.

A. Wages will be adjusted as follows:

**Paraprofessionals**

- 2020-2021: 1% effective February 1, 2021
- 2021-2022: 1.25% increase effective July 1, 2021
- 2022-2023: 1.25% increase effective July 1, 2022
- 2023-2024: 1.25% increase effective July 1, 2023
- 2024-2025: 1.25% increase effective July 1, 2024

Regular increment shall be provided for each year of the contract.

**Teaching Assistants**

- 2020-2021: 1% effective February 1, 2021
- 2021-2022: Increment provided; then the Teaching Assistants are placed on a new schedule in accordance with the transition formula which was attached to the January 6, 2021 Memorandum of Agreement as Exhibit "A" therein.
- 2022-2023: No increase
- 2023-2024: 0.5% increase effective July 1, 2023
- 2024-2025: 0.75% increase effective July 1, 2024

Regular increment shall be provided for each year of the agreement.

B. A salary schedule is in effect for employees hired with a start date of July 1, 2012 and thereafter (denoted as Schedule B).

C. Any unit member appointed and actively serving as a teaching assistant shall receive the following annual stipend during the 2020/2021 school year:

Level I	\$500	\$600
Level II	\$1,000	\$1,100
Level III & continuing; and pre-professional and certified teachers	\$1,500	\$1,600

Unit members actively serving in a teaching assistant capacity who achieve Level I, II, or III status prior to February 1<sup>st</sup> in a given year shall receive the applicable stipend retroactive to September 1<sup>st</sup> of that school year. Active Teaching assistants who achieve such level status after February 1<sup>st</sup> of a given school year shall receive the applicable stipend on the following September 1<sup>st</sup>.

This paragraph ("C") shall be deleted and be of no force and effect as of July 1, 2021.

## ARTICLE 6

### NO STRIKES OR WORK STOPPAGES

The Association agrees that neither it nor any of the unit members in the bargaining unit covered by this Agreement, will, during the term of this Agreement, engage, participate or assist in any strikes, slowdowns, walkouts or stoppages of work.

## ARTICLE 7

### WORK DAY – WEEK YEAR

- A. Scheduling of unit members, including the number of hours worked by each unit member per day, the hours to be worked, the days of the week to be worked, and the number of days per year to be worked, shall remain the exclusive prerogative of the District. Such scheduling may include evening and summer hours. However, volunteers shall be considered first.
- B. Instructional Paras and Teaching Assistants scheduled to work four (4) or more hours shall receive as part of their work day/hours, thirty (30) minutes of prep time and a fifteen (15) minute paid break. Non-instructional paras shall receive a fifteen (15) minute paid break. A thirty (30) minute unpaid lunch period will be scheduled in addition to the work hours. Instructional Paras and Teaching Assistants scheduled for work less than four (4) hours shall receive prep time only. Non-instructional Paras will follow the same schedule except that prep time is not authorized.
- C. Substitution Rights: Every effort will be made to permit substitute work for absent co-workers. If a substitute unit member cannot be found, an employee in the same category (i.e., instructional) not required to work at that time shall have first priority in substituting for the absent unit member.
- D. Unit members shall be compensated at their hourly rate for periods of required training.
- E. Unit members are required to give two (2) weeks written notice of their intention to resign, unless extraordinary circumstances prevent the employee from providing the required notice.
- F. The District shall schedule cafeteria paraprofessionals for supervision during outdoor recess at a ratio of 1.5 classes per cafeteria paraprofessional, not to exceed forty (40) students per cafeteria paraprofessional.

When cafeteria paraprofessionals supervise students during outdoor recess, the District shall schedule no fewer than two (2) cafeteria paraprofessionals for this recess supervision at any given time.

Whenever recess is held in the gymnasium, multi-purpose rooms, or similar areas, the District shall schedule no fewer than two (2) cafeteria paraprofessionals for recess supervision during the use of one of these areas. The District shall schedule



cafeteria paraprofessionals at a ratio of 1.5 classes per cafeteria paraprofessional, not to exceed forty (40) students per cafeteria paraprofessional during this time.

Whenever recess is held in a classroom or the library, the District shall schedule one (1) cafeteria paraprofessional to each area. There shall be no more than 1.5 classes, not to exceed forty (40) students, assigned to a classroom or to the library during this time.

## ARTICLE 8

### HEALTH, LIFE and DENTAL INSURANCES

**Life Insurance:** The District shall assume the entire cost of a basic life insurance policy for all unit members. For those unit members who regularly work more than four (4) hours per day, the District shall provide coverage in the amount of \$20,000. For those unit members working less than four (4) hours per day, the District shall provide coverage in the amount of \$10,000.

**Dental Insurance:** All unit members may elect to participate in the District's dental insurance program at their own expense. The basic and enhanced options will also be available to all unit members. Unit member contributions will be made through payroll deductions.

**Health Insurance:** Participation by the eligible unit members working twenty (20) hours or more in the Health Insurance plan will be based on the following:

1. Unit members hired prior to June 1, 1982 and in the health insurance plan at that time and continuing since then shall have their premiums paid fully by the District. Unit members hired after June 1, 1982 and who have completed ten (10) years of continued employment may participate in the health insurance plan with the District contributing 82% of the premium costs. Unit members, with less than ten (10) years of continued employment, may participate in the health insurance plan with the District contributing 75% of the premiums; however, at the beginning of a unit member's eleventh year of service and thereafter, the District's contribution shall be 82%. Unit members hired on or after July 1, 2012 may participate in the health insurance plan with the District contributing 75% of the premium costs; however, at the beginning of a unit member's eleventh year of service and thereafter, the District's contribution shall be 80%. In determining years of continuing employment, a unit member hired prior to January 1st shall receive employment credit for the full school year. First year credit will commence the following school year for those hired after January 1st. Unit member contributions will be made through payroll deductions.

2. Unit members in the health insurance plan as of July 1, 1993 and continuing since, shall have the option to cancel their health insurance coverage and receive quarterly cash payments equal to 50% of the District's payment for single or family premium effective with the first full quarter after such declaration. Unit members not otherwise eligible for the opt-out payment described above, having satisfactorily completed their probationary period, and who do not elect to participate in the health insurance plan, shall be eligible for a cash payment in the amount of \$600 annually in lieu of health insurance coverage. Unit members have the right to re-enter the health insurance plan upon 90 days notice to the District.

The District shall have the right to change health insurance carriers including to a self-insured plan, as long as the benefits in effect at the time of the change do not decrease.

3. The District, in its sole discretion, may offer an optional alternative health insurance plan and/or health savings account program to unit members eligible for health insurance. Participation in the alternate plan in lieu of the health insurance plan offered by NYSHIP shall be voluntary, at the unit member's election. The District, at its discretion, may also choose to provide an incentive program. The District shall consult with the Association prior to implementing any optional alternative. Unit members' contribution rates shall not exceed the percentage premium contribution rates paid by unit members under the NYSHIP plan.
4. The District, in its sole discretion, may offer unit members not eligible for health insurance pursuant to the parties' collective bargaining agreement, health insurance coverage. The selection of a health care plan, its benefits and provisions, contribution levels and the choice of a provider shall be at the District's sole discretion. If a unit member currently ineligible for the District's health insurance enrolls in this alternate health insurance plan and subsequently becomes eligible for the District's health insurance pursuant to this agreement, this employee may enroll in the District's health insurance pursuant to the within provisions and subject to NYSHIP rules.
5. Health insurance benefits provided over the summer shall be contingent upon unit members working through September 30<sup>th</sup> of that year. However, this limitation is not applicable if significant health considerations require the employee to leave prior to September 30<sup>th</sup>.

## ARTICLE 9

### DUES DEDUCTION

The District will deduct from pay, monthly membership dues in the Association, on the basis of individually signed voluntary deduction authorization cards in a form agreed to by the District and the Association. In case earnings for any period are insufficient to cover dues, payment for such dues shall be made directly to the Association by the employee.

The Association shall indemnify and save the School District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of,

action taken or not taken by the School District for the purpose of complying with any of the provisions of this Article.

## ARTICLE 10

### SICK LEAVE

Sick leave for personal and/or family illness of the employee will be granted with no loss of pay as indicated below. Full time unit members will be permitted to utilize sick leave in half-day increments. A unit member may accrue unlimited sick days. Sick leave shall be applicable to illness/disability caused by pregnancy and/or child birth. Should a full-time unit member become ill during the work day, one-half (1/2) of a sick day shall be recorded.

Administration shall have the right to request a medical certificate for any sick leave absence of three (3) or more consecutive days.

#### 10-Month Employees:

New unit members	=	4 days/year for those employed between September 1 and February 1; 2 days/year for those hired after Feb. 1
Those unit members on Steps 1 and 2	=	4 days/year effective with September 1 start of the school year
Those unit members on Step 3	=	6 days/year effective with September 1 start of the school year
Those unit members on Steps 4 through 15	=	9 days/year effective with September 1 start of the school year
Those unit members hired prior to 9/1/85	=	10 days/year effective with September 1 start of the school year

Unit members working the District's summer program shall be permitted to use one (1) of their accrued days during the summer session. However, there is no additional accrual of sick leave over the summer.

Unit members shall be compensated for unused sick days upon retirement as provided herein. The amount of such payment shall be equal to the number of accrued sick days, subject to a maximum of twenty-five (25) days, multiplied by the unit member's daily rate of pay at retirement. To be eligible for this benefit, unit members must have completed ten (10) years of continuous service in the District and be of retirement age in accordance with the unit member's retirement system.

In the 2020/2021 and 2021/2022 school years, payment for accumulated sick leave shall be based on a rate of \$37.00 per hour. This paragraph shall sunset and be of no force and effect beyond June 30, 2022.

All payments made in accordance with this Article shall be provided in the form of employer non-elective §403(b) contributions. The District shall assist unit members, who do not already have a §403(b) account set up, with opening up an account for purposes of receiving this payment.

### Sick Leave Bank

The District and the Association have developed a voluntary sick leave plan. Unit members opting to contribute and to participate shall contribute one (1) sick day per year. Rules and regulations shall include the following:

1. Only contributors to the Sick Leave Bank are eligible to apply for such assistance.
2. A cap on the maximum of days to any one individual shall be thirty (30) days.
3. Medical certification by the applicant's physician shall be required.

A unit member who is absent from their responsibilities due to a medically certified illness or injury resulting in a temporary disability shall be eligible to apply for assistance from the Sick Leave Bank after they have exhausted their own sick leave accumulation.

In order to be eligible for participation in this Sick Leave Bank plan, a Unit member will be required to provide medical certification from their own physician. If approved, the unit member may be granted not more than thirty (30) work days in any situation from a bank which will be established by irrevocable voluntary contributions from unit members of one (1) sick day per year per donating unit member.

The initial determination would not preclude the individual from reapplying to the sick bank for additional days under extenuating circumstances which the committee in its discretion may grant.

Unit members who have exhausted all of their sick leave accumulation will be eligible to apply for the sick bank plan if they comply with the following procedures:

- A. The unit member shall submit an application to the Superintendent accompanied by medical certification from their own physician. The Superintendent will contact the President of the Paraprofessional Association prior to processing the application.
- B. Periodic verification of the continued illness or disability may be required by the District from the unit member's physician.
- C. The application and the medical certification shall be reviewed by a committee consisting of three (3) representatives of the Association and three (3) representatives of the District, appointed by the Superintendent and the President of the Paraprofessional Association each year to administer the Sick Leave Bank.
- D. The committee shall make a determination as to the eligibility of the applicant to receive thirty (30) days of sick time and any extension from the bank. A majority vote of the committee shall constitute approval of the request.
- E. No sick leave may be used any time during the months of July and August.
- F. The sick bank may not grant any sick time to any unit member for any disability or illness which may have resulted from a job related injury which a claim has been filed and approved under New York State Workers Compensation regulations.
- G. Any unused sick time as may be accumulated in the sick bank shall be carried over

- into the subsequent school year.
- H. Days donated to the sick bank shall not be included in any retirement reimbursement program.
  - I. Contributions to the bank shall be made through the office of Personnel during the life of the agreement. The Personnel Office will canvas the members of the unit in order to determine the number of unit members willing to contribute a day of their sick time to the sick bank. This process will be completed by returning a signed form to Personnel Office from each individual authorizing the sick time to be deducted from their accumulated sick leave. Requests for donations to the Bank shall be made only once a year in June. During the balance of the year, no donations will be accepted.

## ARTICLE 11

### HOLIDAYS

Unit members shall be entitled to the following paid holidays:

Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Day  
New Year's Day  
Memorial Day  
Martin Luther King Day  
Presidents' Day

Unit members shall not be scheduled to work on election day unless the teaching staff is scheduled to work on that day.

Payment will be based on the normal daily work hours and will be included in the annualization of wages.

## ARTICLE 12

### BEREAVEMENT LEAVE

1. Five (5) business days shall be allowed for bereavement leave in the event of a death in the immediate family. These days shall be allowed on the occasion of each death in the immediate family. Such days must be taken within seven (7) calendar days of the loss of the family member. In extenuating circumstances the District will review the seven (7) calendar day requirement.
2. The immediate family is defined to include parents, parents-in-law, brother, brother-in-law, sister, sister-in-law, spouse, children, children-in-law, grandparents, grandparents-in-law, grandchildren, guardians, or any relative living in the employee's household.
3. In the event of a death of a unit member's friend or relative not in his/her immediate family (who does not reside in his/her household) one day's leave shall be allowed, but shall be charged to sick leave.

## ARTICLE 13

### LEAVE OF ABSENCE

1. Requests for unpaid leave days for up to ten (10) days may be granted by the Assistant Superintendent for Personnel upon submission of written request, provided the leave does not seriously inconvenience the District nor disrupt the academic program. Requests for vacations will not be considered.

This absence will not be construed as an interruption of continuous service, and no other provision of this article apply thereto.

2. Child Bearing: Under normal circumstances, the use of accumulated paid sick leave after delivery shall be limited to six (6) calendar weeks. Extension of the use of such paid sick leave beyond the six-week period will be contingent on the recommendation of the attending physician with verification by the District physician, if requested by Administration.
3. Child Rearing: An unpaid child care leave of absence shall be granted not to exceed six (6) months. Leaves will be extended upon application for an additional six months or to the end of the school year, whichever is longer.
4. Medical Needs: Personal medical leave may be granted for a maximum of six (6) months, if medically necessary and upon documentation thereof. The District agrees to review requests for extensions based on medical necessity.
5. Non-Medical: A leave of absence for non-medical needs of the individual may be granted for a maximum of six (6) months.
6. All non-medical leaves require a thirty (30) day advance written request and approval by the Board of Education. Written notification must be given to the Personnel Office at least fifteen (15) school days prior to the end of the leave as the individual's intent to return. A lack of such notice after the commencement of the fifteen (15) school day period shall result in the termination of employment with the District.
7. Where applicable, leaves will be granted in accordance with the Family Medical Leave Act.
8. A unit member returning from leave will not be entitled to return to the same building, assignment, or hours (plus or minus up to one [1] hour) held at the time of the leave-taking. In no event shall a unit member who was regularly scheduled to work four (4) or more hours per day return to a position that is less than four (4) hours per day. The District may require medical documentation certifying that the unit member is fit to continue employment.
9. A unit member on leave of absence accrues no sick leave credit.
10. A unit member on leave may not engage in other employment without prior written approval.

## ARTICLE 14

### PRESERVATION OF BENEFITS

This Agreement contains the entire Agreement between the parties.

With respect to matters not covered by this Agreement, the Employer will not seek to diminish or impair during the term of this Agreement any benefit or privilege provided by law, rule or regulation for unit members without prior notice to the Association and when appropriate, without negotiations with the Association provided, however, that this Agreement shall be construed consistent with the free exercise of rights reserved to the Employer by Article 3 of this Agreement (Management Rights).

## ARTICLE 15

### VISITATION

The Association, through its representative, shall have the right to visit the schools in the District. The Association shall, prior to visiting the District, notify the Superintendent of Schools or his/her designated representative.

The Association representative shall at all times confine such visits to Association business and at no time interrupt service.

## ARTICLE 16

### LEGAL SERVICE

All unit members covered under this Agreement shall be required to report promptly to the Superintendent of Schools, all job-related incidents of assault and/or civil actions or criminal proceedings instituted against the unit member. The District agrees to provide legal counsel for a unit member in any civil action arising out of an assault on a unit member or any disciplinary action taken against a student by a unit member.

When a unit member is required by the District to appear at a court or administrative agency, the said unit member shall be given reasonable prior notice, and shall be entitled to consultation with the School District attorney or the attorney for the District's insurance carrier prior to the said appearance. Time spent at such court or agency shall be compensated up to the maximum number of hours normally worked per day by the unit member.

Any specific charge made by a student, parent, or other person to any member of the administrative or supervisory staff will be promptly called to the attention of the unit member concerned.

## ARTICLE 17

### PERSONNEL FILE

Written requests for personnel files shall be made upon twenty-four (24) hours notice. No material questioning the performance of the unit member will be placed in the unit

member's file unless (s)he has had the opportunity to review it. Upon said review, the unit member must sign the material as acknowledgement of review. The unit member shall have the right to respond in writing to the material and to have copies of such material. Refusal or failure by the unit member to sign said material shall not prevent the material from being placed in the personnel file. The unit member shall have the right to respond in writing to any document in the file and to have copies of such documents.

## ARTICLE 18

### MISCELLANEOUS

1. **Workers' Compensation:** All unit members covered by this Agreement are covered by the District under the applicable provisions of the New York State Workers' Compensation Law.
2. **Mileage:** A unit member required to use his/her own vehicle on school business for necessary travel mileage throughout the year, e.g. split assignments, shall be reimbursed at the rate of \$400 at year end. Such travel allowance shall be pro-rated for the period if less than a year.
3. **Building Usage:** Authorization to hold meetings in school buildings at reasonable times and without cost to the Association will be granted. The Association shall follow the standard procedure when requesting the use of school buildings.
4. **Bulletin Boards:** Bulletin boards are provided in each building for Association usage.
5. **Inclement Weather Days:** When unit members are not required to work by virtue of the schools being closed due to inclement weather, such days will be compensated. If additional work/make-up dates are required, unit members will be compensated.
6. **Flexible Benefits Plan:** Unit members are eligible to participate in the District's Flexible Benefits Plan.
7. The Association shall be granted up to four (4) additional business days. Such days to be used by Association officials or designees with pay for attendance at Association conferences. (Example: 1 person granted 4 days; 4 people granted 1 day.)
8. **Calendar Committee:** A representative from the South Huntington Paraprofessional Association shall serve on the calendar committee.
9. **Tax-Sheltered Annuities:** The Board of Education agrees to the purchase of annuities from a previously authorized carrier for employees who have authorized such reductions in contract salary in accordance with the provisions of Section 403b of the Internal Revenue Code of 1954, as amended.
10. **Unit Representation:** All unit members shall have the right to an Association representative accompany them to any meeting with administration that may lead to disciplinary action.



11. **Seniority Lists:** The District shall update and provide the Association with a seniority list twice a year, by October 15<sup>th</sup> and February 15<sup>th</sup>. Leave Replacement Paras shall be credited with time worked for purposes of seniority if and when placed into a permanent position. However, seniority credit for teaching assistants shall be consistent with the New York State Department of Education and other applicable legal guidelines.
12. **Direct Deposit:** All compensation shall be made through direct deposit.
13. **Professional Development:** It is recognized and agreed that teaching assistants retain sole responsibility to meet any and all certification requirements for their positions. The Association and the Office of Instruction and Curriculum agree to meet and review the professional development activities made available to Association members with the Association afforded the opportunity to provide input into the same.

## ARTICLE 19

### TRANSFERS/POSTINGS

- A. **Openings:** All openings for a unit member position shall be posted in each school with a copy forwarded to the Association. Each posting shall include a job description, classifications, hourly rate and length of work day/year.
- B. **Voluntary Transfers:**
  - 1) All requests for voluntary transfers must be submitted in writing to the building principal by May 1st of the school year.
  - 2) Any unit member who desires to fill a posted opening shall file a written application with the District within five (5) school days following the posting. Applications from employees, other than those submitted under B (1) above, will be considered only if the position desired results in a difference of daily hours. Applicants who are unit members shall be considered for the opening before outside applicants.
- C. **Involuntary Transfers:** An involuntary assignment, be it to another job title and/or to another building, shall be made only after a meeting between the unit member involved and the immediate supervisor, at which time the unit member shall be notified of the reason(s) for the involuntary assignment. The unit member shall have the right to be accompanied by an Association representative at such meeting. Involuntary transfers to programs that serve other than usual school-age children or cover hours outside the normal school day or year shall be made in inverse order of seniority. It is understood that teaching assistants cannot be involuntarily transferred to paraprofessional positions.
- D. **Reassignment:** In the event of the elimination/reduction of positions, Paras will be reassigned based on seniority within their job category (as defined by Article 24) and subject to a new probationary period (as outlined in Article 4).

**ARTICLE 20**  
**EVALUATIONS**

1. Unit members shall receive from the Principal and/or Department Chairperson, a candid work appraisal including the identification of areas in need of assistance. The cooperating teacher may be asked for their input in this evaluation. There will be at least one (1) written evaluation per unit member per year. Newly hired unit members shall be evaluated in writing at least twice during their initial probationary period, one (1) of which shall be done no later than February 1<sup>st</sup> of the school year (which shall be adjusted for unit members hired after the beginning of the school year; in all events will be evaluated within four months of date of hire). All unit members serving a new probationary period due to involuntary reassignment shall receive a written evaluation within four months of transfer. All non-probationary unit members will receive their evaluation no later than May 1.
2. Each unit member shall have the opportunity to privately discuss such written reports with the evaluator. After receiving an evaluation, the unit member shall sign and date one (1) copy, to be returned to the evaluator. The unit member's signature will not necessarily indicate agreement with the contents of the report. It shall be the unit member's right to provide a written response and attach such to the evaluation.
3. A unit member should be advised in writing of specific job performance deficiencies, and be given reasonable time to make satisfactory job performance improvements.
4. Termination of a new unit member during their probationary period shall not be subject to the grievance procedure.

**ARTICLE 21**  
**REPORTING PAY**

If a unit member reports for work and commences the regular work day, but is then sent home because the work day has been abridged due to circumstances such as adverse weather conditions (snow), or power failure, etc., such unit member shall nevertheless be paid for his/her regularly scheduled work day.

**ARTICLE 22**  
**JURY DUTY**

Days shall be granted for jury duty when such attendance is required by Law. Official documentation is required to verify jury attendance. Any remuneration received by a unit member on a per diem basis for jury duty shall be refunded to the District, excluding the mileage reimbursement for transportation.

## ARTICLE 23

### EXCESSING

- A. Excessing refers to the loss of employment due to the elimination of a position.
- B. Para assignments are defined by two (2) categories: instructional and non-instructional. Instructional includes the following paraprofessional positions: Kindergarten, ESL, Student Support and Special Education. Non-instructional includes cafeteria and building support paras.
- C. A separate seniority list shall be prepared for each Para category: instructional and non-instructional. These seniority lists shall be further separated as follows:
  - 1. Four (4) hours or more
  - 2. Fewer than four (4) hours
- D. An excessed Para may claim a position held by the least senior employee on their list.
- E. If no such position is available, the excessed Para will be placed on the preferred eligible list for the next available position that falls within their seniority list. Employees shall be so listed for a period of two (2) years.
- F. A least senior ESL bilingual paraprofessional shall not be excessed in the event that such excessing would result in a monolingual paraprofessional being assigned to an ESL position which requires a bilingual ESL paraprofessional.
- G. Employees shall have the right to reject one recall if such recall is for a work schedule (total hours per day) that is at least one hour different than at the time of their being excessed.
- H. While on the preferred eligible list, employees will have the option of working as a permanent substitute Para within the District, within the parameters set for such position(s). Employment as a permanent sub will not affect the employee's standing on the preferred eligible list.

## ARTICLE 24

### GRIEVANCE PROCEDURE

- A. Definition: A grievance is defined as a claimed breach of an expressed provision of this Agreement. No grievance will be entertained unless it is commenced at Stage 1 within ten (10) school days after the unit member knows or should have known of the conditions on which the grievance is based.
- B. Grievant: At the informal stage, a unit member, a group of unit members or the Association may initiate a grievance.

### **C. Stages**

**Stage 1** – Within ten (10) days after a grievance may have occurred, the grievant will informally discuss the grievance with his/her Principal and immediate supervisor. Within five (5) school days of said discussion, the Principal will render a decision in writing for the grievant, with a copy forwarded to the Association.

**Stage 2** – Upon receipt of the Stage 1 response, the grievant will meet with the Association which will then process the grievance to Stage 2, if said grievance is judged by the Association to be meritorious. If not so judged, the grievant may independently proceed to Stage 2. Stage 2 shall be initiated by forwarding the grievance within ten (10) school days to the Superintendent, who will meet with the Association within ten (10) school days of receipt of grievance. The Superintendent, or his/her designee, shall meet with the grievant, with the Association having the right to be present. If a designee is appointed, the designee's recommendation for settlement of the grievance shall be forwarded to the Superintendent within five (5) school days after the hearing. The Superintendent shall render a written decision within ten (10) school days after hearing said grievance, or within ten (10) days of receiving the designee's recommendation for settlement of the grievance. The Superintendent's decision may be appealed to the Board of Education who will consider the grievance at a special meeting within twenty (20) days. The Board's decision shall be final and binding.

The preparation and processing of grievances, insofar as practicable, shall be conducted outside the hours of employment. Students shall not be involved in any phase of the grievance procedure. The stipulated time periods may be waived by both parties to obtain additional investigative time.

A grievance shall contain the following information:

1. Name and position of the aggrieved party and date of filing.
2. Identity of the contract provision involved in the grievance.
3. Time and place where the alleged events or conditions constituting the grievance existed.
4. Identity of the party responsible for causing the said events or conditions, if known to the aggrieved party.
5. A general statement of the nature of the grievance.
6. A statement of the redress sought by the aggrieved party.
7. A copy of the Principal's response to Stage 1

## ARTICLE 25

### LONGEVITY

A unit member who has served continuously for ten (10) or more years shall receive a longevity payment of \$600 per year on his/her anniversary date. Such payment and the payments set forth in the following two paragraphs shall be incorporated into the employee's annualized salary. Such payments will begin at the start of the eleventh (11<sup>th</sup>) year of employment. A unit member hired prior to January 1<sup>st</sup> shall receive longevity credit for the full school year. First-year credit will commence the following school year for those hired after January 1<sup>st</sup>.

A unit member who has served continuously for fifteen (15) or more years shall receive a longevity payment of \$800 per year on his/her anniversary date, (inclusive of prior longevity step). This payment shall start at the beginning of the sixteenth (16<sup>th</sup>) year of employment. A unit member hired prior to January 1<sup>st</sup> shall receive longevity credit for the full school year. First-year credit will commence the following school year for those hired after January 1<sup>st</sup>.

A unit member who has served continuously for twenty (20) or more years shall receive a longevity payment of \$1,000 per year on his/her anniversary date, (inclusive of prior longevity steps). This payment shall start at the beginning of the twenty-first (21<sup>st</sup>) year of employment. A unit member hired prior to January 1<sup>st</sup> shall receive longevity credit for the full school year. First-year credit will commence the following school year for those hired after January 1<sup>st</sup>.

## ARTICLE 26

### IN-SERVICE

It is agreed that the District, with input from the staff, will work up an in-service program for the purpose of assisting unit members in developing their skills. The District may plan a summer program for such training, attendance at which will be voluntary for continuing unit members, but new unit members will be required to attend. Attendees will receive the applicable compensation. Unit members will be compensated for hours in attendance on Superintendent's Conference Day(s). Payment for attendance is included in the annualization of wages.

The District will plan, with staff input, appropriate activities for Superintendent's Conference Day(s). Absence, on such day, except for illness, will not be compensated.

Attendance at School Based Management meetings held after hours will be compensated if such is true for other staff members in attendance.

## ARTICLE 27

### BUSINESS AND PERSONAL DAYS

Unit members shall be granted one (1) Business Day not chargeable to accumulated sick leave. Such leave to be granted for the purpose of conducting business which cannot otherwise be conducted after the normal school day and fall within the Guidelines as noted in Appendix C.

Unit members shall be granted three (3) personal days after the completion of one (1) year of service, which shall not be chargeable to sick leave. All unit members must provide five (5) school days' notice except in emergency situations. Personal leave requests will not be authorized prior to or after holidays, vacation periods, long weekends, or on Superintendent's Conference Days unless approved in advance by the Superintendent upon presentation of sufficient justification.

Full-time unit members may be permitted to use personal leave in one-half (½) day increments.

APPENDIX A

SCHEDULE A: TEACHING ASSISTANTS

July 1, 2020 - June 30, 2025						
	Year One	Mid Year	Year Two	Year Three	Year Four	Year Five
Step	7/1/2020	2/1/2021	7/1/2021	7/1/2022	7/1/2023	7/1/2024
	0% step only	1% increase	New Salary Tables	0% step only	0.5% increase	0.75% increase
Step 1	15.66	15.82	18.50	18.50	18.59	18.73
Step 2	16.26	16.42	19.06	19.06	19.16	19.30
Step 3	16.87	17.04	19.63	19.63	19.73	19.88
Step 4	17.47	17.64	20.22	20.22	20.32	20.47
Step 5	18.06	18.24	20.82	20.82	20.92	21.08
Step 6	18.66	18.85	21.45	21.45	21.56	21.72
Step 7	19.28	19.47	22.09	22.09	22.20	22.37
Step 8	19.88	20.08	22.75	22.75	22.86	23.04
Step 9	20.48	20.68	23.44	23.44	23.56	23.73
Step 10	21.08	21.29	24.03	24.03	24.15	24.33
Step 11	21.66	21.88	24.63	24.63	24.75	24.94
Step 12			25.25	25.25	25.38	25.57
Step 13			25.88	25.88	26.01	26.20
Step 14			26.53	26.53	26.66	26.86
Step 15			27.06	27.06	27.20	27.40

- 1.) Step adjustments are not automatic and may be withheld by Administration for just cause. It is agreed that such action will not be arbitrary and will be subject to the grievance procedure.
- 2.) TAs hired after February 1 of any year shall remain at the same level (Step 1) for the following year.
- 3.) The hourly wage will be annualized at 192 days. (Based on 182 work days, 7 holi days, 2 Superintendent Conference Days, and Election Day)
- 4.) Direct Deposit Receipts shall be issued based on the individual's selection for 22 or 26 payments (four (4) addtl payments in June). Selection of either option must be made by August 1, and such selection shall be binding for the school year. In the event that such notice is not received by August 1, the individual's pay frequency shall remain the same. Employees hired after July 31 will follow the 26 payroll option. Selection of the 22/26 payroll option will require written notice of such option and must be received in the Payroll Department by July 31st.

APPENDIX A

SCHEDULE B: TEACHING ASSISTANTS (hired after July 1, 2012)

Effective July 1, 2020 to June 30, 2025

	Year One	Mid Year	New Tables	Year Three	Year Four	Year Five
Step	7/1/2020	2/1/2021	7/1/2021	7/1/2022	7/1/2023	7/1/2024
	0% step only	1% increase	New Tables	0% step only	.5% increase	.75% increase
Step 1	15.66	15.82	18.50	18.50	18.59	18.73
Step 2	16.26	16.42	19.06	19.06	19.16	19.30
Step 3	16.26	16.42	19.63	19.63	19.73	19.88
Step 4	16.87	17.04	20.22	20.22	20.32	20.47
Step 5	17.47	17.64	20.82	20.82	20.92	21.08
Step 6	17.47	17.64	21.45	21.45	21.56	21.72
Step 7	18.06	18.24	22.09	22.09	22.20	22.37
Step 8	18.66	18.85	22.75	22.75	22.86	23.04
Step 9	18.66	18.85	23.44	23.44	23.56	23.73
Step 10	19.28	19.47	24.03	24.03	24.15	24.33
Step 11	19.88	20.08	24.63	24.63	24.75	24.94
Step 12	20.48	20.68	25.25	25.25	25.38	25.57
Step 13	21.08	21.29	25.88	25.88	26.01	26.20
Step 14	21.66	21.88	26.53	26.53	26.66	26.86
Step 15			27.06	27.06	27.20	27.40

- 1.) Step adjustments are not automatic and may be withheld by Administration for just cause. It is agreed that such action will not be arbitrary and will be subject to the grievance procedure.
- 2.) TAs hired after February 1 of any year shall remain at the same level (Step 1) for the following year.
- 3.) The hourly wage will be annualized at 192 days. (Based on 182 work days, 7 holidays, 2 Superintendent Conference Days, and Election Day)
- 4.) Direct Deposit Receipts shall be issued based on the individual's selection for 22 or 26 payments (four (4) addtl payments in June). Selection of either option must be made by August 1, and such selection shall be binding for the school year. In the event that such notice is not received by August 1, the individual's pay frequency shall remain the same. Employees hired after July 31 will follow the 26 payroll option. Selection of the 22/26 payroll option will require written notice of such option and must be received in the Payroll Department by July 31st.



**APPENDIX A  
SCHEDULE A: PARAPROFESSIONALS**

July 1, 2020 - June 30, 2025

	Year One	Mid Year	Year Two	Year Three	Year Four	Year Five
Step	7/1/2020	2/1/2021	7/1/2021	7/1/2022	7/1/2023	7/1/2024
	0% step only	1% increase	1.25% increase	1.25% increase	1.25% increase	1.25% increase
New employee	15.66	15.82	16.01	16.21	16.42	16.62
Step 1	16.26	16.42	16.63	16.84	17.05	17.26
Step 2	16.87	17.04	17.25	17.47	17.69	17.91
Step 3	17.47	17.64	17.87	18.09	18.31	18.54
Step 4	18.06	18.24	18.47	18.70	18.93	19.17
Step 5	18.66	18.85	19.08	19.32	19.56	19.81
Step 6	19.28	19.47	19.72	19.96	20.21	20.46
Step 7	19.88	20.08	20.33	20.58	20.84	21.10
Step 8	20.48	20.68	20.94	21.21	21.47	21.74
Step 9	21.08	21.29	21.56	21.83	22.10	22.38
Step 10	21.66	21.88	22.15	22.43	22.71	22.99

- 1.) Step adjustments are not automatic and may be withheld by Administration for just cause. It is agreed that such action will not be arbitrary and will be subject to the grievance procedure.
- 2.) Paras hired after February 1 of any year shall remain at the same level (New Employee) for the following year.
- 3.) The hourly wage will be annualized at 192 days. (Based on 182 work days, 7 holidays, 2 Superintendent Conference Days, and Election Day)
- 4.) Direct Deposit Receipts shall be issued based on the individual's selection for 22 or 26 payments (four (4) addtl payments in June). Selection of either option must be made by August 1, and such selection shall be binding for the school year. In the event that such notice is not received by August 1, the individual's pay frequency shall remain the same. Employees hired after July 31 will follow the 26 payroll option. Selection of the 22/26 payroll option will require written notice of such option and must be received in the Payroll Department by July 31st.

APPENDIX A

SCHEDULE B: PARAPROFESSIONALS hired after July 1, 2012

Effective 7/1/2020 - 6/30/2025

	Year One	Mid Year	New Tables	Year Three	Year Four	Year Five
Step	7/1/2020	2/1/2021	7/1/2021	7/1/2022	7/1/2023	7/1/2024
	0% step only	1% increase	1.25% increase	1.25% increase	1.25% increase	1.25% increase
Step 1	15.66	15.82	16.01	16.21	16.42	16.62
Step 2	16.26	16.42	16.63	16.84	17.05	17.26
Step 3	16.26	16.42	16.63	16.84	17.05	17.26
Step 4	16.87	17.04	17.25	17.47	17.69	17.91
Step 5	17.47	17.64	17.87	18.09	18.31	18.54
Step 6	17.47	17.64	17.87	18.09	18.31	18.54
Step 7	18.06	18.24	18.47	18.70	18.93	19.17
Step 8	18.66	18.85	19.08	19.32	19.56	19.81
Step 9	18.66	18.85	19.08	19.32	19.56	19.81
Step 10	19.28	19.47	19.72	19.96	20.21	20.46
Step 11	19.88	20.08	20.33	20.58	20.84	21.10
Step 12	20.48	20.68	20.94	21.21	21.47	21.74
Step 13	21.08	21.29	21.56	21.83	22.10	22.38
Step 14	21.66	21.88	22.15	22.43	22.71	22.99

- 1.) Step adjustments are not automatic and may be withheld by Administration for just cause. It is agreed that such action will not be arbitrary and will be subject to the grievance procedure.
- 2.) Paras hired after February 1 of any year shall remain at the same level (Step 1) for the following year.
- 3.) The hourly wage will be annualized at 192 days. (Based on 182 work days, 7 holidays, 2 Superintendent Conference Days, and Election Day)
- 4.) Direct Deposit Receipts shall be issued based on the individual's selection for 22 or 26 payments (four (4) addtl payments in June). Selection of either option must be made by August 1, and such selection shall be binding for the school year. In the event that such notice is not received by August 1, the individual's pay frequency shall remain the same. Employees hired after July 31 will follow the 26 payroll option. Selection of the 22/26 payroll option will require written notice of such option and must be received in the Payroll Department by July 31st.

## APPENDIX B

### Paraprofessional Job Descriptions

#### Cafeteria

Duties involve lunchroom and recess supervision, and may involve assistance in other clerical or non-instructional duties during non-cafeteria hours.

#### ESL

Assist classroom teacher in providing for students in ESL (English as a Second Language) program. Work with small groups or individual students to reinforce instruction.

#### Kindergarten

Assist teacher in daily activities including such areas as computer, behavior support programs, instructional support, class attendance, and preparation of materials. Supplement teacher instruction as directed. Assist in supervision of students at recess, arrival and departure from school.

#### Library/Computer

Work under the direction of the Librarian. Assist in maintaining library records, circulation of materials including multi-media. Assist in the use of computers and programs for the general use of students. Assist in cataloging, checking of materials, minor repairs to books, and preparation of purchase orders.

#### Primary Mental Health

Work one on one or in small groups with primary school children under the direction of the Project Coordinator. May assist in maintaining records on assigned students.

#### Print Room

Make photocopies/transparencies, laminates and other forms of printed material for all district buildings.

#### Special Education (Classroom, Resource Room, Inclusion)

Work with students in small groups to supplement teacher instruction. May administer test modifications on individual or small group basis. Assist Special Education teacher in maintaining clerical records for assigned students.

#### Special Education (Clerical)

Assist Special Education teacher with clerical duties pertaining to assigned students. May help with photocopying assignments, notes, and reports for teacher and students. May work with students in small group settings under teacher's direction.

### **Special Education (Pre-School)**

Assist students by providing for physical and personal needs (ex. feeding, toileting, diapering, etc.), under teacher direction. Responsibilities emphasize infant and preschooler needs. Assist in preparation of materials and supervision during recess, hall and playground areas.

### **Special Education/Personal (One to One)**

Facilitate the participation of the assigned student in the elementary or secondary school setting by assisting in any or all of the following: social, academic, and management needs, under the direction of classroom teachers and other building support staff.

### **Special Education (Two/Three students to One Para)**

Work under the direction of the classroom teacher to facilitate the participation of the assigned students in the primary school setting by assisting with social and academic needs.

### **Store**

Assist teacher and/or students in management and sale of items from student store, stocking of merchandise and inventory.

### **Student Support (Math, Reading, Learning Labs)**

Assist teacher in support of student instruction. May work with individual students or groups on reading and mathematic exercises for reinforcement. May assist in maintaining materials and clerical records on students.

\*\*\* Although paraprofessionals work very closely with individual teachers, such teachers are not their supervisors. Paraprofessionals are not expected to teach in the absence of the teacher.

## APPENDIX C

### GUIDELINES FOR BUSINESS DAYS

**GROUP A: Activities for which business days will be granted:**

1. Child's/Spouse's departure for and arrival from overseas military service;
2. House closing;
3. Compulsory court attendance;
4. Business with government agency when requested to appear.

**GROUP B: Activities for which business days will need justification:**

1. Transporting children to and from college at the beginning or end of an academic semester ;
2. Attend graduation of children in college or academy;
3. Conference with attorney;
4. Moving (one day only);
5. Attend CSE meeting of child.
6. Religious rite (immediate family as defined);
7. Documented delays of common carrier preventing a unit member from reporting to work when no other means of transportation is available.

**GROUP C: Emergency situation for which business day will be granted.**

Any emergency occurrence which may threaten the safety of house or occupants. Examples include, but are not limited to: fuel or water leaks; frozen or broken pipes; fire; damage due to windstorm; hail or ice. Repairs after safety measures have been instituted are not covered by business day.



