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# **AGREEMENT**

Between

**RONDOUT VALLEY CENTRAL SCHOOL DISTRICT**

and the

**PARAPROFESSIONAL UNIT**

**OF THE RONDOUT VALLEY FEDERATION**

**Effective July 1, 2008 through June 30, 2014**

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## ARTICLE I - RECOGNITION

The Rondout Valley Board of Education has recognized the Rondout Valley Federation (hereinafter the "Federation") for purposes of collective negotiations as the exclusive bargaining agent for all paraprofessional teaching assistants and specialized paraprofessionals employed by the Rondout Valley Central School District (hereinafter the "District"). (See Commissioner's Regulations in Appendix C).

## ARTICLE II - NEGOTIATIONS PROCEDURE

2.1 No later than February 1 of each expiration year, the parties will enter into good faith negotiations over a successor agreement.

2.2 Neither party shall have any control over the selection of the representative of the other party, and each party may select its representatives from within or outside the District. The parties mutually pledge that their representatives will be invested with all necessary power and authority to make proposals, consider proposals, reach compromises in the course of negotiations, and initial tentative agreements.

## ARTICLE III - GRIEVANCE PROCEDURE

### 3.1 General Provisions

A. A grievance is a claim by any employee or group of employees based upon any event or condition affecting their welfare or terms and conditions of employment as covered under the terms of this agreement. It shall include grievances brought by the Federation on behalf of any employee or group of employees. An aggrieved party is any employee or group of employees who file a grievance under this procedure.

B. All grievances shall include the name and position of the aggrieved party, the time and place of the grievance, the identity of the person claimed to be responsible for the grievance, the contract provision allegedly violated and the general statement of the nature of the grievance and the redress sought.

C. The grievance shall be deemed waived unless it is submitted within thirty (30) working days after the aggrieved party knew or should have known of the events or conditions on which it is based and, in no event, no later than five (5) days after the end of the school year. Grievances occurring during the summer may be filed within five (5) working days after the opening of school. Continuing alleged violations of this agreement may be grieved at any time, provided, however, that any redress sought may not be retroactive prior to the date the grievance was filed.

D. The District and the Federation will facilitate any investigation which may be required and make available any and all material and relevant documents, communications and records concerning the grievance.

E. The grievant shall have the right of representation at all stages of the grievance procedure and to confront and cross-examine all witnesses called against him or her, and to testify and call witnesses on his or her own behalf.

F. No interference, coercion, restraint, discrimination, or reprisal of any kind at any time, will be taken by the District or by any member of the administration against the Federation or any other participant in the grievance procedure.

G. Failure by the District to hold a hearing or submit decisions within the time limits set forth herein shall be construed as a denial of the grievance and the grievance may be appealed to the next stage.

H. A grievance shall be filed at the lowest level at which relief properly may be granted.

### 3.2 Grievance Procedure

A. Stage 1. The grievance shall be presented in writing to the appropriate building principal who shall hold a hearing within five (5) working days of the submission of the grievance and render a decision within five (5) working days thereafter.

B. Stage 2. Within five (5) working days of the disposition of the grievance at Stage 1, the grievant may appeal in writing to the Superintendent. The Superintendent shall hold a hearing within five (5) working days of the submission of the appeal and render a decision within five (5) working days thereafter.

C. Stage 3. Within ten (10) working days of the disposition of the grievance at Stage 2, the Federation may request the Board to schedule a further hearing with respect to the grievance or may file with the Superintendent and the American Arbitration Association, a demand for arbitration. If the Board agrees to hold a further hearing, the hearing, before the Board or a committee thereof, shall be held within ten (10) working days of the submission of the request therefore. The written decision of the Board shall be rendered within five (5) working days of the hearing. In the event the decision of the Board does not resolve the grievance, or if the Board declines to schedule the hearing, the Federation may demand arbitration of the grievance by filing a demand for arbitration with the Superintendent and the American Arbitration Association within ten (10) working days of the date of the Board's decision or the date when the Board declined to schedule a further hearing.

### 3.3 Arbitration

A. In the event the grievance is not resolved and the Federation desires to pursue the same, the matter may be submitted to the American Arbitration Association for the appointment of an arbitrator.

B. All demands for arbitration and all arbitration's shall be processed pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

C. The arbitrator shall be without power or authority to make any decision which requires the commission of any act prohibited by law or which is violative of the terms of this agreement. The arbitrator shall have no power to alter, add to, or detract from the provisions of this Agreement.

D. The cost of the services of the arbitrator will be divided equally between the Board and the Federation.

## ARTICLE IV - LEAVE BENEFITS

4.1 Sick Leave: Ten (10) month employees shall receive fifteen (15) days leave per year for sick leave, effective September 1 annually. Sick leave credits may be accumulated without limitation from year to year.

#### 4.2 Personal Leave

A. Employees may charge up to four days against accumulated sick leave credits annually for the transaction of personal business that cannot be accomplished at times other than during school hours. Each employee may charge up to three (3) days for religious observance. The first two (2) days shall be charged to accumulated sick leave credits and the third day to personal leave. Personal leave shall not be used as vacation time, for the pursuit of a hobby or avocation, or an additional vocation. Applications for use of such leave shall be made not fewer than three days in advance of each anticipated absence for personal reasons on a form annexed hereto as Appendix A, except in an emergency, to the designee of the Superintendent. The granting of such leave is subject to the reasonable operating needs of the District, but the approval of such leave shall not be unreasonably withheld.

B. Personal leave shall not be available except in an emergency for days immediately preceding or following a vacation, holiday, or the beginning or end of the school year.

C. Personal leave shall not be available to any employee who has announced his or her intention to resign or retire during the six months immediately preceding the effective date of such resignation or retirement except with the permission of his or her supervisor, which permission shall not be unreasonably withheld.

4.3 Family Illness: It is the responsibility of each employee to make arrangements for the care of members of his or her immediate family who become ill and require care. Recognizing, however, that there will be situations where it may be impossible to effect such arrangements on an emergency basis, an employee shall be allowed to charge absences from work, which are required to provide bedside care arising out of an illness in the employee's immediate family, against accrued sick leave credits, up to a maximum of five (5) days in any one school year. As used in this section, "immediate family" shall be defined as the employee's spouse or child, parent or other dependent with whom the employee resides.

4.4 Bereavement: An employee shall be granted leave without charge to other leave credits in the event of death in the employee's immediate family, up to a maximum of five (5) days for any occurrence. As used in this section, "immediate family" shall be defined as the employee's spouse, child, parent, in-law, grandparent, sibling or any member of the employee's household for whom the employee is responsible.

#### 4.5 Leave Without Pay

A. Child Rearing Leave: Child rearing leave will be granted to employees upon the following conditions:

1. The employee requesting the leave shall give the Superintendent at least thirty (30) days advance written notice, of such intent. Such written notice shall include the approximate date of termination of the leave. An employee on leave must return to the District no later than the beginning of the next semester or school year, following twenty full months of leave. This clause is not to be interpreted so as to preclude requests for leave fewer than twenty months or sooner termination of the leave upon request of the employee and approval of the District based upon availability of a position.

2. The employee involved shall give the District prior written notice of at least sixty (60) days of his or her intent to return to duty.

3. Such leaves shall be granted at the employee's option, prior to the commencement of disability or at the beginning of a semester, upon reasonable notice by the employee of intention to take such leave.

4. Should pregnancy be terminated prior to birth, the employee may request termination of the leave and return to duty to commence within thirty (30) calendar days of receipt of the aforementioned notice by the employer. The District may require the employee to present a doctor's certificate stating that she is physically fit to resume her full responsibilities.

B. Other Leave: Upon application by an employee to the Superintendent and upon his or her recommendation, the Board may grant leaves without pay for a period not to exceed two years. The purpose of such leave may include, but is not limited to, the extended illness of the employee requesting said leave, additional education, or election to public office. A request for leave pursuant to this section must be submitted to the Superintendent not less than sixty (60) days prior to the date such leave is requested to commence, except in cases of an emergency where such time limits shall be waived.

In its determination to grant or deny the employee's request, the District shall decide each request on its own merits, and no employee shall be unreasonably denied. Every effort shall be made to return the employee to the same position held before the leave of absence. However, if this is not possible, the employee shall be returned to a comparable position within his or her classification.

4.6 Additional Leave: At his or her discretion, the Superintendent may permit the use of sick leave pursuant to Section 4.3 or may grant leave pursuant to Section 4.4 of this provision for the purpose of caring for or attending the funeral of a person other than those within the definition of immediate family in those sections.

4.7 Sick Leave Bank: The sick leave bank shall operate according to the following:

A. Membership and eligibility for benefits shall be established by a contribution by an employee of one day of sick leave from his or her regular sick leave accumulation. Forms will be made available at the opening of school and deductions will be reported in the October 30th sick leave balance report.

B. The administrator of the sick leave bank shall be handled by a joint Federation-District board. The sick leave bank shall consist of six members, three to be appointed by the Federation and three to be appointed by the Superintendent. It shall submit a record of its deliberations and judgments for annual review to both the Federation and the Board. Sick bank days may only be granted when a majority of the Board (at least four members) agrees to grant the request for sick days.

C. General Rules:

1. Payment for sick leave days drawn from the sick leave bank will be at the rate of regular salary of the recipient.

2. The Sick Bank Board shall grant up to 90 days to qualified applicants who have exhausted all accrued sick leave and who apply for days as a result of extended absences resulting from catastrophic illness, injury or disability such as long-term cancer treatment, heart attack, etc. and which normally require hospitalization or long-term recuperation. First year employees are limited to 20 sick bank days; second and third year employees are limited to 30 sick bank days; fourth year employees are limited to 40 sick bank days; fifth year employees are limited to 50 sick bank days.

3. Individuals must prove need to the sick leave bank board by either a doctor's statement or by presenting any other proof required by the sick leave board. Any expense incurred by a unit member as a result of the Sick Leave Board's decision requesting 'additional' proof beyond a doctor's statement, shall be paid by the District with the employee

using his or her primary insurance. If the Sick Bank Board directs the employee to see another physician, the physician will be mutually agreed upon or the parties will use the District physician if they cannot mutually agree upon a physician.

4. Decisions of the sick bank board shall be subject to the grievance and arbitration procedures set forth in Article III.

**D. Carry-over Procedures:**

1. All days that remain in the bank at the end of the year shall be carried over into the following school year.

2. The sick bank shall remain at its current level except for the addition of new employees. Once the sick leave bank has been exhausted, it shall be renewed subject to the same terms upon which it was created.

**ARTICLE V - WORK DAY, WORK WEEK, WORK YEAR**

5.1 The work day shall be no longer than seven hours for Aides and for Teaching Assistants, commencing at the District designated time for the building in which said employee works. No employee shall work for more than four consecutive hours without a thirty minute duty-free lunch break. A paraprofessional's day may be extended beyond seven hours when mutually agreed by the paraprofessional and the District.

5.2 Each unit member shall have a daily fifteen (15) minute break for personal needs. Each teaching assistant shall be given a daily thirty (30) consecutive minutes of unencumbered preparation time.

5.3 "Overtime for all hours worked in excess of seven hours per day shall be paid at the rate of time and one-half. In lieu of time and one-half, employees may choose an equivalent amount of compensatory time off. Employees who are required to 'stand-by' (i.e., bus monitors) will be compensated at their regular rate of pay for that time.

5.4 Compensation for employees required to work on any non-school day (e.g.: recess periods between September and June, summer work, etc.) will be paid at their regular hourly rate. Compensation for employees who volunteer to work on any non-school day (e.g.: recess periods between September and June, summer work, etc.) will receive \$14 per hour as teaching assistants and \$12 per hour as teaching aides.

5.5 The District may establish eleven and twelve month positions in the unit. Salaries will be pro-rated.

5.6 Holidays: In addition to the normal annual school calendar of 183 work days in 2003-04 and 184 work days in 2004-05 for which paraprofessionals are contracted, each shall receive compensation for the following holidays: Labor Day, Columbus Day, Veteran's Day, Thanksgiving, Christmas, New Year's, Martin Luther King's Birthday, President's Day, Good Friday and Memorial Day. (A total of 10 holidays.)

**ARTICLE VI - VACANCIES**

6.1 All unit vacancies shall be posted in every school building. The Federation shall be simultaneously notified of all job openings within the unit. Such notice shall include the hours of work, job title, qualifications and salary.

6.2 When school is in session, vacancy notices shall be posted at least 15 days before the final day when applications must be submitted.



6.3 An employee who wishes to be considered for appointment to any such vacancy shall submit his or her application in writing to the Superintendent or designated administrator with a copy to the appropriate building administrator, within the time limit specified in the announcement.

6.4 Employees who desire to apply for a position which may become available during the summer vacation period shall submit their names to the Superintendent, together with a description of the position or positions for which they are qualified and/or certified and interested in applying for. Notification of any position in which an employee has expressed interest, including a description of the qualifications, duties and salary, shall be sent to the employee by mail. Such notice shall be sent at least 21 days before the final date when applications must be submitted. In addition, the Superintendent shall, within the same period, post a list of positions to be filled during the summer on bulletin boards at the District Office and in each school building in the District and shall send a copy thereof to the Federation.

#### ARTICLE VII - SENIORITY

7.1 The qualifications and experience required for vacancies shall be determined by the District. When qualifications and experience of applicants for a vacancy are judged by the District to be equal, the selection shall be based upon seniority. In the event that an incumbent unit member's job is eliminated the District may unilaterally transfer the unit member to another vacant assignment.

7.2 Effective July 1, 1997, in the event of layoffs and recalls, there shall be two separate seniority lists for teacher aides. Teacher aides who receive special training as applied behavior therapists, or in sign language, or in student health issues, or in visual impairments, or in dealing with children with emotional or physical difficulties, or specific instructional practice (A.B.A., behavioral modifications, etc.), shall be placed on a separate seniority list from all other teacher aides and will have super-seniority in the event of layoff or recall with respect to all other teacher aides.

With respect to layoffs and recalls for teaching assistants, applicable law shall govern.

7.3 Seniority lists will be provided upon request by the Union.

#### ARTICLE VIII - COMPENSATION

8.1 Salary schedule is based on yearly compensation. Hourly rate will be calculated by dividing yearly rate by the number of workdays in the year, plus holidays x hours daily. Adjustments will be made for work beyond contracted amount on an hourly basis.

8.2 Employees hired on or after September 1 but before February 1 in any school year shall be entitled to a step increment in September of the next year. Those employees hired on or after February 1 and on or before June 30 shall not be eligible for a step increment on September 1 of that year but shall be eligible on September 1 of the subsequent year - a waiting period not to exceed nineteen months.

8.3 A. Movement on Schedule:

1. Movement on salary schedules will be one step for each full year of experience.

2. Movement from the Teacher Aides Salary Schedule to the Teaching Assistant schedule will occur when an employee is awarded a teaching assistant position and he or she has achieved continuing certification.

B. In-Service Credits: The District will award 1 In-service credit for 15 hours of in-service training in a related subject area for the purpose of movement on the career ladder.

1. All employees currently receiving payments for credits shall continue to receive said payment.

2. Effective July 1, 1995, all employees shall be eligible to receive payment for credits for course work (In-service, continuing education or college level course work).

C. The salary schedules that are attached hereto shall be incorporated into the 2008 through 2014 Agreement. In addition, each unit member shall receive a \$400 off-schedule payment in the 2008-2009, 2009-2010, 2010-2011, 2011-2012 and 2012-2013 school years. Such off-schedule payment shall be made only for the years that unit members were actively employed in the District and shall be pro-rated for any years in which such unit member was not actively employed for the entire school year. Such payments shall be made within 30 calendar days of the mutual ratification of the February 25, 2013 Memorandum of Agreement.

#### ARTICLE IX - SUBSTITUTES

9.1 In the event that an employee covered by this Agreement is unable to report to work for any reason, said employee shall notify the District's or Building Principal's designee no later than 7:00 a.m. on the days of the absence, indicating the reason for absence and expected date of return. Employees shall have no further responsibility for contracting or obtaining a substitute to act in his or her place or stead.

#### ARTICLE X - INSURANCE

##### 10.1 Health Insurance:

A. Effective July 1, 2003, the District shall pay 98% of the individual or family health insurance premium under the Dutchess Educational Health Insurance Consortium Alternate PPO Plan or any District-sponsored HMO. The MVP HMO will be changed to the MVP Co-Plan 15, effective July 1, 2003 or as soon as practicable. Effective July 1, 2004, the District shall pay 97% of the individual or family health insurance premium under the Dutchess Educational Health Insurance Consortium Alternate PPO Plan or any District-sponsored HMO. Effective July 1, 2005, The District shall pay 95% of the individual or family health insurance premium under the Dutchess Educational Health Insurance Consortium Alternate PPO Plan or any District-sponsored HMO. Employee contributions will be automatically deducted by the District through the Section 125 Internal Revenue Code Plan. Additionally, the District's contribution to HMO premiums for individual and family coverage shall not exceed the cost of the individual or family premiums as provided for in the Dutchess Educational Health Insurance Consortium Alternate PPO Plan.

B. Upon retirement from District service, the District shall continue to pay 100% for health insurance for the employee provided that the employee has been in the District's service for at least 10 years and was hired before December 31, 1993. Upon retirement from District services, the District shall continue to pay 100% for health insurance for the employee provided that the employee has been in the District's service for at least 15 years and was hired after January 1, 1994.

C. A health insurance buyout will be established under the same conditions as the teacher contract. (Article 12.4) Unit members and retirees may elect to discontinue their district health insurance coverage through a buy-out option as follows:

1. On or before April 1 of each year existing unit members shall inform the District of their desire to opt out of the District's Health Plan effective the following July 1. In return for opting out, the unit member shall receive a payment of \$750 (family coverage) or \$500 (individual coverage) on the following December 1 from the District. If the employee remains out of District coverage, an additional \$750 (family coverage) or \$500 (individual coverage) shall be paid the following June 1. In no event shall the total amount for the 'buy out' exceed \$1,500 (family coverage) or \$1,000 (individual coverage). (However, these provisions shall not apply to any unit member whose spouse is enrolled in any District-sponsored health insurance plan and neither spouse shall be entitled to this 'buy out' option.)

2. To be entitled to the above referenced payment, the Union member must produce proof of health insurance coverage from another source at the time of application on April 1. Any Unit member who elects the "buy-out" option must remain off the District's health insurance coverage for the duration of the insurance contract year except when, a) the spouse of an employee loses coverage through divorce or separation, b) the spouse furnishing health insurance dies, c) loss of health insurance coverage occurs due to termination of employment of spouse. Voluntary re-application for District health insurance coverage must be made 60 days prior to the expiration of the insurance contract year.

3. If early re-entry to District health insurance coverage is made, repayment of the "buy out" shall be made by the Unit member on a pro-rated basis of 1/12 of \$1,500 (family coverage) or 1/12 of \$1,000 (individual coverage) for each month applicable up to twelve months until the "buy out" total is repaid. If the employee ceases working before the full \$1,500 or \$1,000 has been repaid, the remaining obligation will be deducted by the District from any termination or retirement benefits due to the employee.

10.2 **Benefit Trust Fund:** The District shall contribute annually to a Benefit Trust Fund as outlined below. Such fund shall be used for the purchase of various employee insurance plans selected by the Federation. District payments shall be \$580 in 2003-04; \$680 in 2004-05; \$830 in 2005-06; and \$980 in 2006-07.

#### ARTICLE XI - PERSONAL INJURY BENEFIT

11.1 An employee who is absent due to a workers' compensable injury, as defined in the Workers' Compensation Law and who is disabled from his or her performance of duties in the District may use his or her accumulated leave during the period of the workers' compensable injury. Any workers' compensable award will be received by the District with the employee receiving credit for loss of sick leave. This credit will be compiled to the nearest day by dividing the reimbursement received from the Workers' Compensation carrier by the employee's daily rate of compensation.

11.2 The District shall reimburse employees for reasonable cost of replacing or repairing dentures, eyeglasses, hearing aids or similar body appurtenances not covered by worker's compensation, which are damaged, destroyed or lost as a result of any injury sustained in the discharge of his or her duties within the scope of employment, provided such damage, destruction or loss was not due to the employee's negligence.

11.3 The District shall reimburse employees for the reasonable cost of any clothing or other personal property damaged or destroyed while the employee was acting in the discharge of his or her duties within the scope of employment or while the employee was disciplining or restraining a student or students or by student action, provided such damage or destruction was not due to the employee's negligence.

## ARTICLE XII - PERSONNEL FILES

12.1 The official personnel files of each employee shall be maintained in the District office. The employee shall have the right, upon request, to review the contents of his or her file upon reasonable notice to the Superintendents' office and to have a Federation representatives present during the review.

12.2 No material, other than that of a routine financial nature, shall be placed in an employee's personnel file unless a copy is provided to the employee. The employee shall acknowledge that he or she has read such material by signing the copy to be filed. The employee shall have the right to submit a written answer to any material in the file and such answer shall be reviewed by his or her supervisor or the superintendent and attached to the file copy of the material.

## ARTICLE XIII - EVALUATION

13.1 All observations of the work performance of employees shall be conducted openly and shall not be conducted secretly.

13.2 It is understood that only certified administrative personnel shall be eligible to conduct evaluations or observations of the work performance of employees in this unit. There shall be one evaluation form for all employees and the use of this form will be uniform throughout the District.

13.3 Employees will be given a copy of any evaluation report of any observation by his or her immediate administrator or will be required to sign the personnel file copy to indicate that he or she has received same.

13.4 Within five working days following any evaluation, the evaluated employee and his or her administrator will meet to discuss the observation. All such conferences will be held in private. Such conferences may be waived by mutual agreement if the work performance of the evaluated employee is rated at satisfactory or above.

13.5 The employee has the right to respond to the evaluation which shall be included with the personnel file. The administrator, in order to indicate that he or she has received same, will affix his or her signature to such written response.

## ARTICLE XIV - DISCIPLINE AND DISCHARGE

14.1 "(Effective for employees hired on or after January 1, 1999.) No employee with more than three years of continuous service with the District shall be disciplined, reprimanded, reduced in rank or compensation, dismissed or deprived of advantage without just cause. However, any employee in his or her third year of continuous employment who the District wishes to dismiss from his or her position for deficient performance shall be evaluated at least 45 days prior to the time that the District notifies the employee that it wishes to dismiss him or her. Employees who are dismissed in their third year of continuous employment shall have the right to request the reasons for their dismissal and shall have the right to grieve the dismissal pursuant to the grievance procedure, but said dismissal shall not be subject to the just cause clause herein."

## ARTICLE XV - RETIREMENT AND SEPARATION

15.1 To the extent required by law, the District shall make all pension contributions to the appropriate New York State Retirement System on behalf of each employee.

15.2 Employees upon separation from the District after ten years of service, shall receive payment for all unused sick days based upon the following:

- 25% of the daily value for the first 25 days; then
- 50% of the daily value for the next 25 days; then
- 75% of the daily value for the next 25 days; then
- 100% of the daily value for the next 25 days.

Employees who are terminated from their position will not be eligible to receive this benefit.

15.3 Retirement Pay: Employees, upon retirement from the District at age 55 or later, shall receive payment for all unused sick leave days based upon the following formula:

A. Employees may apply the maximum number of days as allotted by law for service credit for retirement purposes.

B. If the employee chooses option "A" as described above, he or she may be remunerated for his or her remaining number of sick leave days on a graduated scale as follows:

- 1 to 50 days . . . . . 50% of the daily value
- 51 to 75 days . . . . . 75% of the daily value.
- 76 to 125 days . . . . . 100% of the daily value.

C. The District shall pay a retirement incentive of \$7,500 to all full-time unit members who submit an irrevocable letter of resignation at least five months prior to the time that the unit member is eligible to retire under either the New York State Employees' Retirement System (ERS) or the New York State Teachers' Retirement System (TRS), without penalty. Employees must submit appropriate documentation from ERS or TRS showing they are eligible to retire under ERS or TRS without penalty. To be eligible for this retirement incentive, a unit member must be employed in the District under the terms and provisions of Article VIII (8.3 & 8.4) of the Clerical Agreement.

**ARTICLE XVI - PROFESSIONAL DEVELOPMENT PROGRAM**

16.1 Pursuant to the provisions of this article, the District agrees to post and otherwise bring to the attention of employees, workshops, conferences, etc. which may become available during the school year and which will add to the professional development of employees. In addition, employees of the bargaining unit may bring to the attention of the District, such workshops, conferences, etc. that they feel will add to their professional development. Permission to attend professional meetings shall be with the approval of the Superintendent of Schools.

16.2 The District will pay up to \$4,000 in 2003-04; \$6,000 in 2004-05; \$8,000 in 2005-06; and \$10,000 in 2006-07 and all years thereafter to be distributed among unit members who successfully complete accredited college level course work germane to their District assignment as approved by the Superintendent of Schools. The R.V.F. President and the Superintendent of Schools will appoint a committee to reach agreement on procedures for equitable distribution of these monies among unit members who successfully complete accredited college level course work germane to their District assignments. Up to one half of these monies will be allocated each semester.

## ARTICLE XVII - FEDERATION RIGHTS

17.1 The Federation shall be granted the right to use school buildings and equipment for meetings, both of the general membership and of various groups or committees. Such use of buildings and equipment shall be during times when they are not in use for normal educational purposes and shall not conflict with consent previously granted for the use of facilities. Any extra expense incurred by such use shall be paid by the Federation.

17.2 The Federation may use the school inter-building mailing system for distribution of official communications to employees.

17.3 The elected delegates to the New York State United Teachers shall be granted leave without charge to other leave credits to attend the regularly scheduled annual convention of said organization. It is understood and agreed that this provision shall not be interpreted to extend the total number of eligible delegates of the Rondout Valley Federation beyond the NYSUT constitutional limit.

17.4 The Paraprofessional Unit shall be entitled to six school days during the year on which a Federation representative will be relieved of all regular assignments to administer this Agreement or attend NYSUT workshops or conferences. The designee shall be released from assignments without loss of salary. Nothing herein contained shall be construed as limiting in any way the use of personal leave days by Federation representatives for the professional business of the Federation.

17.5 Building principals will give Teacher Assistants the opportunity during the annual budget preparations to request adequate classroom or playground materials for the purpose of carrying out his or her responsibility.

17.6 Employees will be given information on students' special needs at the discretion of their immediate supervisor or principals in order to enable them to better carry out their assigned duties.

17.7 Members of this unit may be eligible for the use of student teacher voucher waivers awarded to teachers who would otherwise not use them in accordance with the governing regulations established by the issuing institutions of higher learning.

## ARTICLE XVIII - DUES DEDUCTION

18.1 The District shall deduct dues from the salaries of employees for the Federation and its affiliates as said employees individually and voluntarily authorize in writing. Dues shall be transmitted promptly to the Federation.

18.2 The Federation shall certify to the Board, in writing, the current rate of membership dues of the Federation and its affiliates on or before the first day of school annually.

### 18.3 Service Fee

A. The Federation warrants that it has established and maintains and will continue to maintain a refund procedure as required by Section 208 (3) (b) of the Civil Service Law and that such procedure complies in all respects with the provisions of that section and Federal and State Law.

B. The District shall deduct from the salary of each employee who is not a member of the Federation a service fee equivalent to the per capita dues the Federation levies upon its members. Such fees shall be deducted in the same manner as payroll deduction dues and shall be remitted promptly to the Federation, unless the Federation has certified, in writing, to the

District by September 15 of each school year that the non member has paid the fee directly to the Federation.

C. In the event an action or proceeding is commenced in a court of competent jurisdiction or before an administrative agency regarding such fee, the Federation agrees to provide counsel and to indemnify and save harmless the District from and against the cost of such action or proceeding, and other expenses in connection with such litigation or proceeding and to pay any judgment entered against the District in any such action or proceeding and to defray the costs of complying with any interim order or final judgment that may be entered therein. Such costs of compliance shall include the cost of recomputation of the salaries of employees and any interest ordered on any such judgment.

#### ARTICLE XIX - NO DISCRIMINATION

There shall be no discrimination in hiring or in condition of employment based upon race, religion, color, age, sex, creed, national origin or union activities.

#### ARTICLE XX - OUT OF TITLE WORK

No employee shall be employed under any title not appropriate to the duties to be performed. No employee shall be assigned to perform the duties of a position unless he or she has been duly appointed to the position.

If, however, the employee performs out of title duties as a classroom teacher for more than twenty (20%) percent of the employee's work day, the employee shall be entitled to substitute teacher compensation if higher than the unit members daily rate of pay. If the unit member's daily rate of pay is greater than the substitute rate, the employee is entitled to receive \$20.00 over their daily rate of pay.

If however, the employee performs out of title duty as a secretary for greater than 20% of the employees workday, the employee is entitled to Step 1, schedule "A" daily compensation in lieu of their regular per diem rate of pay. If the unit member's daily rate of pay is greater than the substitute rate, the employee is entitled to receive \$20.00 per day in addition to their hourly rate for each hour worked.

Except in an emergency, out of title work shall be voluntary and where practicable, assigned on a rotating basis within the building.

#### ARTICLE XXI - SAFETY AND HEALTH

It shall be the responsibility of the employer to provide a work place free from recognized hazards to the employee's health and safety. The employer acknowledges its responsibilities to comply with all applicable laws regarding health and safety.

#### ARTICLE XXII - APPROVAL OF THE LEGISLATURE

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 therefor, shall not become effective until appropriate legislative body has given approval.

RONDOUT VALLEY CENTRAL SCHOOL DISTRICT

BY: \_\_\_\_\_  
President, Board of Education

BY: \_\_\_\_\_  
Superintendent of Schools

RONDOUT VALLEY FEDERATION/  
PARAPROFESSIONAL UNIT

BY: \_\_\_\_\_  
President

BY: \_\_\_\_\_  
Paraprofessional Unit Negotiation Chair

BY: \_\_\_\_\_  
Unit Representative

BY: \_\_\_\_\_  
Unit Representative



APPENDIX "A"

**RONDOUT VALLEY CENTRAL SCHOOL DISTRICT  
REQUEST FOR LEAVE**

NAME \_\_\_\_\_ DATE \_\_\_\_\_

SCHOOL \_\_\_\_\_ BARGANING UNIT \_\_\_\_\_

LEAVE  
CATEGORY \_\_\_\_\_ DATE(S) REQUESTED \_\_\_\_\_

If the leave category is "personal", please indicate whether religious, legal, medical, other (specify), or without pay (not charged against any particular leave credits).

REASON(S)  
FOR REQUEST \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ SIGNATURE \_\_\_\_\_

APPROVED/DISAPPROVED BY: \_\_\_\_\_ DATE \_\_\_\_\_

COMMENTS \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**NOTE:** This application for leave is to be submitted as per your unit's contractual provisions

White - Employee's Copy\_\_ Yellow - Principal's Copy\_\_ Pink - Superintendent's copy

APPENDIX "B"

**PARAPROFESSIONAL  
SALARY  
SCHEDULES**

# Rondout Valley Central School District

	2007 - 2013 Schedules		Effective July 1, 2013	
	Aides	Assistants	Aides	Assistants
1	14,788	15,671	15,188	16,071
2	15,270	16,181	15,670	16,581
3	15,752	16,691	16,152	17,091
4	16,234	17,201	16,634	17,601
5	16,716	17,711	17,116	18,111
6	17,258	18,286	17,658	18,686
7	17,799	18,860	18,199	19,260
8	18,341	19,434	18,741	19,834
9	18,882	20,008	19,282	20,408
10	19,424	20,583	19,824	20,983
11	19,966	21,157	20,366	21,557
12	20,507	21,731	20,907	22,131
13	21,049	22,305	21,449	22,705
14	21,590	22,880	21,990	23,280
15	22,132	23,454	22,532	23,854
16	22,673	24,028	23,073	24,428
17	23,215	24,602	23,615	25,002
18	23,757	25,177	24,157	25,577
19	24,298	25,751	24,698	26,151
20	24,840	26,325	25,240	26,725
21	25,381	26,899	25,781	27,299
22	25,923	27,474	26,323	27,874
23	26,464	28,048	26,864	28,448
24	27,006	28,622	27,406	29,022
25	27,548	29,196	27,948	29,596

25 Longevity 5,000

\$24 PER CREDIT  
 15 CREDITS = 360  
 30 CREDITS = 720  
 45 CREDITS = 1,080  
 60 CREDITS = 1,440

25 Longevity 5,400

\$24 PER CREDIT  
 15 CREDITS = 360  
 30 CREDITS = 720  
 45 CREDITS = 1,080  
 60 CREDITS = 1,440

*MJK*

*SD  
S.H.  
C.W.*

APPENDIX "C"

CHAPTER II REGULATIONS OF THE COMMISSIONER

§ 80.33

§ 80.30-80.31

Historical Note

Secs. filed April 1, 1960; repealed, filed Feb. 28, 1974 eff. Feb. 1, 1976.

§ 80.32

Historical Note

Sec. amd. filed Oct. 25, 1965; repealed, filed Nov. 23, 1981 eff. Jan. 1, 1982.

§ 80.33 Supplementary school personnel.

(a) *Teacher aide.* (1) A teacher aide may be assigned by the board of education to assist teachers in such nonteaching duties as:

- (i) managing records, materials and equipment;
- (ii) attending to the physical needs of children; and
- (iii) supervising students and performing such other services as support teaching duties when such services are determined and supervised by teachers.

(b) *Teaching assistant.* (1) Description. A teaching assistant is appointed by a board of education to provide, under the general supervision of a licensed or certified teacher, direct instructional service to students.

(2) Duties. Teaching assistants assist teachers by performing duties such as:

- (i) working with individual pupils or groups of pupils on special instructional projects;
- (ii) providing the teacher with information about pupils which will assist the teacher in the development of appropriate learning experiences;
- (iii) assisting pupils in the use of available instructional resources, and assisting in the development of instructional materials;
- (iv) utilizing their own special skills and abilities by assisting in instructional programs in such areas as: foreign languages, arts, crafts, music and similar subjects; and
- (v) assisting in related instructional work as required.

(3) License or certificate required. Any person employed as a teaching assistant shall hold one of the following credentials:

(i) Temporary license. Upon application of a superintendent of schools, a temporary license as a teaching assistant may be issued to a person having the qualifications defined in clause (a) of this subparagraph:

(a) Preparation. The candidate shall have completed a four-year high school program or its equivalent. Such study shall be supplemented by training and experience appropriate to the position in question.

(b) The application for this license shall be filed on forms prescribed by the commissioner and shall include the following information: the name and address of the candidate; the candidate's education, related teaching; administrative and/or supervisory experience; occupational and/or practical experience; and other unusual qualifications; a description of the teaching assistant's duties; a description of how the teaching assistant will be supervised; a description of the employing school district's in-service training program for teaching assistants and the professional staff utilizing such personnel; and a description of the district's plan for using teaching assistants.

(c) Time validity. The temporary license shall be valid for one year from date of issuance. No more than two temporary licenses may be issued to the same individual.

(ii) Continuing certificate. Upon application of a superintendent of schools, a continuing certificate as a teaching assistant may be issued to a person having the qualifications defined in clause (a) of this subparagraph:

(a) Preparation. The candidate shall have completed six semester hours of appropriate collegiate study in or related to the field of elementary and/or secondary school service at

§ 80.33

TITLE 8 EDUCATION

a regionally accredited institution of higher education or at an institution approved by the department. The commissioner may approve alternative preparation as required in this paragraph.

(b) Experience. The candidate shall have completed one year of experience as a licensed teaching assistant or as a certified teacher in an approved school.

(c) Time validity. The continuing certificate shall be valid continuously, except when the holder thereof has not been regularly employed as a teaching assistant in the public schools of New York for a period of five consecutive years, in which case the validity of the certificate shall lapse.

(c) *Visiting lecturer.* (1) Upon application of a superintendent of schools a temporary license as visiting lecturer may be issued to a person having unusual qualifications in a specific subject to supplement the regular program of instruction.

(2) The request shall be submitted on forms prescribed by the commissioner and shall include the following information:

- (i) the name and address of the candidate;
- (ii) the specific subject for which the license is to be issued;
- (iii) the institutions attended by the candidate, major subject field, degrees or number of semester hours earned, and dates of degrees;
- (iv) the candidate's experience pertinent to the unusual qualifications;
- (v) the program to be supplemented; and
- (vi) the extent of service to be rendered by the visiting lecturer.

(3) Time validity. The temporary license shall be valid for one year from date of issuance.

(d) *Authorization for supplementary service in areas for which no certificate exists.* (1) Upon the approval of the Commissioner of Education, a permit may be granted to a school district for employment of a qualified person for a position in the public schools for which no certificate currently exists. The Superintendent of Schools applying for such authorization shall submit:

- (i) a detailed job description outlining the nature of the position;
- (ii) a statement of the qualifications which are deemed necessary for candidates for the position; and
- (iii) a listing of the candidate or candidates holding the necessary qualifications and eligible for appointment to the position if the permit is granted.

(2) Time validity. A permit granted pursuant to this section shall be valid for employment in the district for which it is granted for a period not to exceed two years unless further extended by the commissioner for intervals not to exceed five years.

**Historical Note**

Sec. amd. filed July 22, 1969; repealed, new filed Sept. 29, 1970 eff. Feb. 1, 1971.

§ 80.34

**Historical Note**

Sec. filed, Oct. 28, 1963; repealed, filed Sept. 29, 1970 eff. Feb. 1, 1971.

§ 80.35 Employment of retired persons.

The approval of the Commissioner of Education to the employment of a retired person by any school district (other than the City School District of the City of New York), or by any Board of Cooperative Educational Service or any County Vocational Education and Extension Board, in the unclassified service, shall be obtained in accordance with the following regulations.

(a) The prospective employer shall file with the commissioner a prior request in writing which must certify to the commissioner the following: