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AN AGREEMENT BETWEEN

**HOMER SCHOOL AIDES/ASSISTANTS ASSOCIATION
AND
THE SUPERINTENDENT OF SCHOOLS
FOR THE HOMER CENTRAL SCHOOL DISTRICT**

JULY 1, 2009 - JUNE 30, 2012

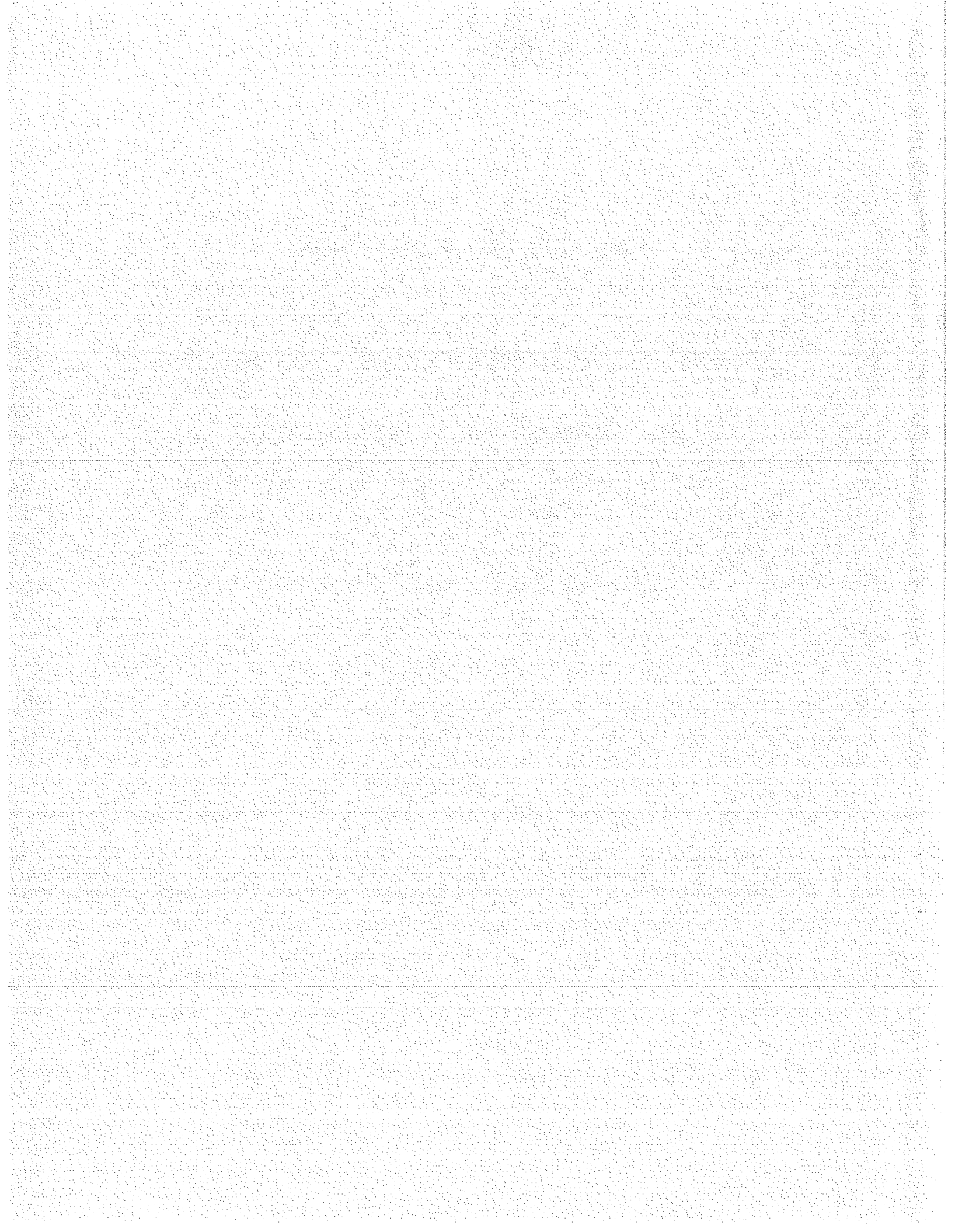


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PREAMBLE

This Agreement entered into this 1st day of July, 2009 by and between the Superintendent of Schools of the Homer Central School, hereinafter called the "Chief School Officer" or "C.S.O.", and the Homer School Aides/Assistants Association, representing all District aides and teacher assistants, hereinafter called the "Association."

WITNESSETH

Whereas, the Chief School Officer and the Association recognize and declare that providing quality service to students and staff is their mutual aim, and that the character of such service depends predominately upon the quality and morale of such service, and

Whereas, the Chief School Officer has a statutory obligation, pursuant to Article 14 of the Civil Service Law, Chapter 392 of the Laws of 1967, Public Employees Fair Employment Act, to negotiate with the Association as the representatives of the Aides/Assistants in a non-instructional negotiating unit composed of all assistants and aides with respect to hours, wages, terms and conditions of employment, and

Whereas the parties have reached certain understandings which they desire to confirm in this Agreement. In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1 APPLICABLE LAW

1.1 Subject to

This Agreement shall be subject to all Federal, State, and Local laws, and in the event any of the terms of this Agreement shall not be in accordance with any of the said laws, only those terms which are not in conformance with said laws shall be void. The remainder of this Agreement shall continue to be binding upon the parties hereto.

1.2 Supersede Rules

This Agreement shall supersede any rules, regulations, or practices of the employer which shall be specifically contrary to or inconsistent with the terms hereof. All rights and prerogatives heretofore exercised by the employer with respect to all matters not specifically covered in this Agreement shall remain rights and prerogatives of the employer.

ARTICLE 2
RECOGNITION - BARGAINING UNIT

2.1 Civil Service Law

In accordance with Article 14 of the Civil Service Law, the Homer Central School District hereby recognizes the Homer School Aides/Assistants Association as sole and exclusive representatives for all employees described in Section 2.3 of this Article for the purposes of collective negotiations and the settlement of grievances. The parties agree, that except as provided in Section 208 of the Taylor Law, the Homer School Aides/Assistants Association shall have this unchallenged representation for the term of this Agreement.

2.2 No Strike Affirmation

The Association affirms that it does not assert the right to strike against the employer; to assist or participate in any such strike; or to impose an obligation upon its members to conduct, assist, or participate in such a strike.

2.3 Definition

The unit includes all regular full-time and all regular part time aides, assistants and nurse aides. Part time, as used herein, is defined as any aide or assistant appointed for one school semester or more and who is scheduled and works twenty (20) hours or more per week. Regular part time employees will receive prorated benefits.

2.4 Right to Join

An employee covered by the provisions of this Agreement shall be free to join, refrain from joining, or take an active role in the activities of the Association without fear of coercion, reprisal, or penalty from the employer, his/her agents, or fellow employees.

2.5 Dues Deduction

The District agrees that when:

2.5.1 The individual employee has voluntarily authorized the District, in writing, to deduct dues and transmit monies to the Association Treasurer for the Association and other professional organizations affiliated with the Association through a unified dues arrangement, and

2.5.2 The District and Association recognize that the negotiation and administration of collective agreements and related activities entail expenses which are appropriately shared by all employees covered by such agreements. They further recognize that the Association by reason of its status as the "exclusive representative" of all employees in the negotiating unit is obligated to fairly represent all such employees without regard to their membership in the Association. In consideration thereof, the District agrees to deduct from the wages of all employees in the negotiating unit who are not members of the Association, an agency fee in the amount equivalent to the unified dues of the Association and to promptly transmit the sums so deducted to the Association.

2.5.3 The Association shall, within thirty (30) days of the first deduction each school year, certify in writing to the District the current rate(s) of membership dues and agency fees to be deducted from employee wages.

2.6 Agency Fee

The District will then:

2.6.1 Deduct authorized dues from the salaries of Association unit members in bi-weekly installments beginning on a mutually agreed upon date.

2.6.2 Deduction of the agency fee shall be made, consistent with the dues deduction schedule of this Agreement or in such other manner as the parties may agree in writing. The parties agree that dues and agency fee deductions will be based on a list of all employees as of August 15 of each year. Deductions shall be appropriately prorated so as to complete deduction of the annual agency fee by the end of each school year.

2.6.3 Transmit all deducted dues to the Association Treasurer as deducted.

2.6.4 Provide dues deductions for additional Association unit members when signed deduction cards are presented to the District in time to process dues deductions during the normal deduction period. Mutual arrangements shall be made between the District and Association as to the method for such deductions within the normal dues deduction period.

2.6.5 The District and the Association agree to furnish to each other any information needed by the other party to fulfill the provisions of this Article.

2.6.6 The Association agrees to save and hold harmless the District from all loss, expenses, damages (except punitive), costs and attorney's fees, limited only to the attorney provided by the Association, that may accrue as a result of the aforesaid contract provision by reason of any actions or suits brought against the District by any employee in this unit.

ARTICLE 3 DEFINITIONS

3.1 **District** – Shall mean the Homer Central School District.

3.2 **Superintendent** – Shall mean the Chief School Officer.

3.3 **Board** – Shall mean the Board of Education of the Homer Central School District.

3.4 **Association** – Shall mean the Homer School Aides/Assistants Association.

3.5 **Day** – Unless otherwise specifically defined, a "day" shall mean a day when the district office is open.

- 3.6 Year** – “Fiscal year” shall mean July 1 through June 30 of any year.
“School year” shall mean the official school calendar adopted by the Board.
“Work year” is defined in Article 9, “Work Conditions”.

ARTICLE 4 NEGOTIATION PROCEDURES

4.1. Committees

4.1.1. In order to negotiate with the C.S.O., the Association has established a negotiation committee. This committee shall meet with the person(s) designated by the C.S.O. for the purpose of negotiating.

4.1.2. Negotiations

4.1.2.1 The Superintendent of Schools or the President of the Association may request that negotiations be conducted for a successor agreement no later than January fifteenth (15th) of the year in which the contract is due to expire to begin at a mutually agreeable date.

4.1.2.2 Within thirty (30) days after receipt thereof a meeting date agreeable to both parties shall be set and held for the purposes of opening negotiations.

4.1.2.3 The parties will agree to exchange proposals or interests for negotiations at the initial negotiation session. No items will be proposed after the first exchange of proposals unless mutually agreed upon.

4.1.2.4 While no final agreement shall be executed without ratification by the Association and fund approval by the Board of Education, the parties mutually pledge that their representatives will be clothed with the necessary power and authority to make proposals, counterproposals, consider proposals, and reach compromises in the course of negotiations.

4.2 Furnishing Copies of the Agreement

4.2.1 Copies of this Agreement shall be provided by the School District to each employee covered by the Agreement. Additional copies shall be provided to the Association.

ARTICLE 5 NEW POSITIONS

5.1 Civil Service Rules

5.1.1 The applications of this Article shall be governed by Civil Service Rules and Regulations for Aides and Education Law for Teacher Assistants.

5.2 Posting

- 5.2.1 Aide/Assistant positions and vacancies will be posted in each school building for a minimum of five (5) working days as soon as possible after the vacancy occurs or when the new position is established. The employer will not permanently fill the vacancy until after the 5-day posting period. A copy of the notice will be mailed to the Association President, and placed on the district web page, and emailed to each unit member's district email address one working day prior to the actual posting, including during the summer months when school is not in session.
- 5.2.2 Where the immediate supervisor determines that skill and ability are equal, the current employee will be given preference over an "outside" applicant for the position.

5.3 Expectations Review

- 5.3.1 As a routine part of the hiring process, the new employee will review the following items with the Superintendent or Designee: Unit Contract; Employee Benefits; Job Description; and employee/employer job expectations.
- 5.3.2 An employee sign off will be required and included in the employee's personnel folder. Upon request, and with employee permission, the Association may have access to the sign off sheet.

5.4 Job Description

- 5.4.1 A copy of the most recent Job Descriptions of Teacher Aides, Teacher Assistants, and Nurse Aides will become part of the appendix of this contract. All new employees will receive a copy of the contract as part of their orientation process. It is understood and recognized that due to the nature of the various duties of the Teacher Aides, Teacher Assistants, and Nurse Aides assignments may change from time to time to accommodate the educational needs of the school system.

5.5 Appointments

- 5.5.1 Appointments will be in accordance with Civil Service Rules and Regulations. Positions will be classified in accordance with District requirements and Civil Service job descriptions. Education Law will govern appointments for Teacher Assistants.

ARTICLE 6 NOTICE OF TERMINATION

- 6.1 An employee shall give a minimum of two (2) weeks notice of his/her intention to terminate his/her employment with the School District. Teacher Assistants shall give at least 30 days' notice in accordance with § 3019-a of the Education Law.

- 6.2 Whenever the Board of Education abolishes a bargaining unit position, the services of the aide or assistant having the least seniority in the system shall be discontinued and placed on a preferred eligible list of two (2) years. The persons on such preferred eligible list shall be reinstated to such vacancies in order of their length of service at any time within two (2) years from the date of abolition. Preferred eligibility for Teacher Assistants shall be in conformance with § 2510 of the Education Law.

ARTICLE 7 DISTRICT SENIORITY LIST

- 7.1 Three seniority areas will be recognized by the District, one for teacher aides, one for teacher assistants, and one for nurse aides. An employee's seniority shall commence on the date of first employment within the area appointed to and followed by continuous service in the same position.
- 7.2 A change in positions, e.g., from aide to assistant or assistant to aide, will not affect the seniority gained in the previous position should the employee return to that position. Seniority in the new position will begin to accrue with the commencement of the new job, provided the employee remains continuously employed. Separate seniority lists will be established.
- 7.3 The Homer Central School District shall develop a seniority list of all unit members not later than October 1st of each school year.
- 7.4 The District seniority list shall be given to the President of the Homer School Aides/Assistants Association no later than October 1st of each school year.
- 7.5 All challenges to the list will be made by November 1st of that school year.

ARTICLE 8 ANNUAL EVALUATION

- 8.1 All employees covered under this contract will receive at least one written evaluation annually from the building principal, the Director of Special Education, or any other appropriate supervisor. The evaluation shall be done no later than June 20th using the form provided by the District. The evaluation forms are attached to the Appendix.
- 8.2 Each employee shall be given a meeting with the building principal, the Director of Special Education, or any other appropriate supervisor to go over the evaluation together. This meeting shall take place no later than June 20th. Both parties shall sign the evaluation and copies shall be sent to the Building Principal, and Superintendent of Schools to be placed in the employee's personnel folder. If an employee disagrees with any or all of the evaluation, he/she shall have the opportunity to attach a written response of reasonable

length to the evaluation before the evaluation is sent to the Building Principal and Superintendent of Schools. This will be done no later than June 30th.

ARTICLE 9 PERSONNEL FILES

- 9.1 There shall be only one official personnel file maintained for an employee which shall contain copies of personnel transactions, official correspondence with the employee, and written performance ratings or appraisals concerning the employee.
- 9.2 An employee shall have the opportunity to review his/her personnel file within three working days after giving notice of such intention. The Superintendent or his/her designee will be present during the employee's review of their file.
- 9.3 During any review of his/her personnel file, an employee may examine the entire content of such folder and request copies.
- 9.4 An employee will be given the opportunity to read all documents that are evaluative or disciplinary in nature that will be placed in the employee's personnel file prior to placement of said document in the personnel file. The employee may initial the document after examining the material. Such initialing does not necessarily indicate agreement with the contents of the document.
- 9.5 An employee may attach a written dated response to any materials contained in his/her personnel file.
- 9.6 No anonymous material shall be placed in an employee's personnel file.

ARTICLE 10 WORK CONDITIONS: WORK YEAR - WORK WEEK- WORK DAY - OVERTIME

10.1 Work Day

The full time work day is seven hours and thirty minutes which includes a fifteen (15) consecutive minute paid break and a thirty (30) consecutive minute unpaid lunch period. The District may offer one or more unit members the opportunity to work an eight (8) hour work day, inclusive of a fifteen (15) consecutive minute paid break and a thirty (30) consecutive minute unpaid lunch. Base salaries of unit members who agree to work an eight (8) hour work day will be adjusted to reflect the thirty (30) minutes of additional work time per day.

10.2 Work Week

The work week will be determined by the employer and will be based on District needs.

10.3 Work Year

The work year will be 185 days as determined by the Superintendent.

10.4 Overtime

Employees will be paid at the rate of 1.5 times their hourly rate of pay for all required time worked beyond forty (40) hours in any week.

10.5 Work Schedule

Notification of work schedule for each individual will be distributed with the first paycheck in September. New employees will be notified when hired.

10.6 Getting a Substitute

When an employee is unable to report to work, he/she will call the person designated to call substitutes for his/her building. If the employee knows in advance that he/she will be out, he/she will contact his/her building secretary and the secretary will call the substitute.

**ARTICLE 11
ABSENCES, HOLIDAYS, CONFERENCE DAYS AND
FAMILY AND MEDICAL LEAVE ACT**

11.1 Illness (Personal or Family)

Employees covered by this Agreement shall have annual sick day entitlement of 15 days credited on July 1. Family illness may be used for illness of members of the immediate family of the employee or spouse (husband, wife, son, daughter, mother, father, sister, brother, legal guardian or significant others.) The unused days of absence for illness will accumulate to two hundred thirty (230) days. Proof of illness may be required. Absences shall be taken in ½ hour blocks of time based on a 7 hour work day that does not include the unit member's 30-minute duty free lunch period. The District will use the following conversion charge to deduct accumulated leave.

Hours of Leave	Part of Day Deducted
0.5	0.05
1	0.15
1.5	0.20
2	0.25
2.5	0.35
3	0.40
3.5	0.50
4	0.55
4.5	0.65
5	0.70
5.5	0.75
6	0.85
6.5	0.90
7	1.00

11.2 Sick Day Bank

- 11.2.1 There shall be a Sick Day Bank created for the purpose of providing extended paid personal illness leave benefits to those members of the Bargaining Unit who have exhausted their Sick Days.
- 11.2.2 Sick Day Bank Committee shall consist of the President of the Homer School Aides/Assistants Association, the Building Representative from each building, the Director of Business and Finance and the Principal from the requesting employee's building.
- 11.2.3 The Sick Day Bank Committee shall promulgate such rules and regulations for the successful operation of the Sick Day Bank as it deems appropriate.
- 11.2.4 All rules and regulations as promulgated by the Sick Day committee shall be made known in writing to each bargaining unit member and the Superintendent of Schools.
- 11.2.5 An Aide/Assistant shall be eligible to use the sick day bank after personal illness leave days are exhausted. The Committee may approve up to a maximum of forty (40) days, (per lifetime, per employee), to be transferred to the employee. In making the decision, the committee will consider such things as nature of illness, years of service to the district and other extenuating circumstances. A decision will be made by majority vote.

11.3 Personal Days

- 11.3.1 Two (2) days per year shall be allowed for personal business without loss of salary. A bargaining unit member may carry up to one (1) unused personal days from the previous year to a maximum of three (3) days in any one year. Personal days are not to be used to extend a holiday or vacation.

Any unused days shall be credited to the employee's personal illness accumulation.

Written requests for the immediate supervisor's approval shall be submitted at least two (2) work days in advance. The immediate supervisor will respond to the request in writing no later than twenty-four (24) hours in advance of the personal day. Time limits may be waived in cases of emergency.

- 11.3.2 Personal leave shall be used for events that cannot be attended to other than during the normal workday. Personal leave shall not be used for social or recreational purposes, secondary employment, or for litigation against the school district, its employees, or the Board of Education, or for conducting activities on behalf of the Association, its affiliates, or any other organization. Further, there is an explicit understanding that personal leave shall not be used to create a holiday or vacation period. No member of the negotiating unit shall receive any compensation in any form other than regular salary during the time of the personal leave day.

- 11.3.3 An employee making a request for personal leave two (2) workdays in advance shall not be required to state a reason except for a day immediately before or after a holiday or vacation period. An employee making a request for personal leave because of an emergency may be required to give a reason, in which case, the two (2) day notice requirement may be waived.

11.4 Graduation

Employees may be granted one day to attend the post high school graduation ceremony of any member of the immediate family. This day must be requested at least two (2) weeks in advance, and must be approved by the Superintendent. This day, if not used, will not be cumulative to sick leave.

11.5 Bereavement Leave

Each employee shall be allowed a maximum of five (5) days of absence with full pay each year for each incident of death in the family. The intent of this clause is to recognize the need for bereavement time for death of members of the immediate family or those who are like immediate family members because of social and/or emotional bonds.

11.6 Part Time Employees

Leave benefits for part time employees (those working less than 35 hours per week), as described in Sections 1, 2, 3 of this Article, will be prorated in accordance with daily and/or weekly work schedule.

11.7 Jury Duty

In the event an employee is called for jury service, he/she shall be excused from work for each such day on which he/she serves or reports to serve. The employee shall be paid his/her full salary for each school day he/she serves or reports to serve and shall be expected to notify the court that the District will make such payment. In the event an employee is able to perform regularly scheduled duties, he/she shall be expected to do so.

11.8 Parental Leave

A pregnant employee shall notify her immediate supervisor as early as possible but not less than 30 days before the anticipated delivery date.

An employee who is pregnant may continue in active employment as late into pregnancy as is desired provided she is able to properly perform her required function and that she is physically and medically able to do so.

Upon application of an employee, a leave of absence without pay for child rearing may be granted for up to two years. The commencement and termination of the leave will be mutually agreed upon between the immediate supervisor and the employee. The beginning and return date for such leave shall be set so that insofar as possible the continuity of the educational program shall not be disrupted. Employees on a leave of absence without pay shall be frozen in status at the time with respect to any and all rights and/or benefits as may be described within this labor agreement until such time as they are reinstated.

Upon reinstatement, said employee shall begin again to accrue said rights and benefits as noted above.

Prior to the commencement of the leave without pay, leave taken by the employee resulting from a medical disability connected with or resulting from pregnancy can be charged to available sick leave. Certification by her physician that such leave is due to such medical disability will be required.

Health insurance coverage for parental leave shall be in accordance with Section 11.15.

11.9 Quarantine

Each employee shall be allowed full pay during a period of quarantine established by legal constituted health authorities.

11.10 Snow Days

Aides/assistants will not be required to report to work on a day when school closes due to the weather.

During an extended closing of District schools due to weather, the Superintendent reserves the right to request aides/assistants to report to work at the time when it is judged that conditions are safe for traveling and working.

11.11 Leave of Absence

Leave without pay may be granted at the discretion of the District. Seniority will not accumulate during the leave, but will continue upon return.

11.12 Holidays

The following list identifies paid holidays for unit members:

Holidays

*New Years Day	Veterans Day
Dr. King Day	Thanksgiving Day and Friday following
Presidents Holiday	**December 24
Good Friday	*Christmas
Memorial Day	
Columbus Day	

*If the holiday falls on Sunday, the following Monday will be granted.

**When 12/24 falls on a regular work day, it will be granted.

11.13 Conference Days

The Superintendent may grant up to two (2) days per year with full pay for attending conferences.

11.14 Recommended Training

When a member of the group attends a workshop, conference, or job related training program recommended by the District, the District will pay the tuition and the employee will not suffer loss of income. If the employee attends a workshop,

conference, or job related training program recommended by the District on a day when he/she is not scheduled to work, or the workshop is scheduled after his/her working hours, the employee will be paid his/her regular rate of pay for the time spent at the workshop, conference, or job related training program. Notwithstanding the foregoing, employees hired on or after July 1, 2005 who seek Level One, Level Two or Level Three teaching assistant certificate shall bear all costs associated with obtaining such certificates.

11.15 Family and Medical Leave Act

- 11.15.1 In accordance with the applicable provisions of the Family and Medical Leave Act of 1993 ("FMLA"), eligible unit members shall be entitled to up to twelve (12) weeks (60 work days) of unpaid leave for FMLA approved absences per year.
- 11.15.2 Year: For FMLA purposes, the leave year shall be the fiscal year, which begins on July 1 and ends on June 30.
- 11.15.3 Eligibility for FMLA leave: Any Teacher Aide, Teacher Assistant, or Nurse Aide who has worked full time for the Homer Central School District or who has been in paid status during the 12 months immediately preceding commencement of leave, is deemed to be eligible regardless of the number of hours in his/her full-time work year.
- 11.15.4 Eligible employees wishing to take FMLA leave must make application for such leave, in advance (30 days where possible, or as soon thereafter as the employee becomes aware of the need for such leave), on a form available from the Homer Central School District Office. If the District becomes aware that an employee's absence qualifies, but the employee has not requested such a leave, the District may deem the absence a FMLA leave by so notifying the employee in writing. Requests from the District for medical certification shall be in writing and shall be delivered or mailed to the employee. The employee shall have fifteen (15) business days to comply with the request. Medical certification may be in the form of a letter on the health care provider's stationery.
- 11.15.5 The District agrees that an employee granted FMLA leave will continue to be covered under the Homer Central School District's group health plan and dental insurance plans, under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. The employee will be responsible for paying his/her portion of the applicable premium rate(s).
- 11.15.6 When an employee requests FMLA leave, the District will first determine whether he/she is eligible under 11.15.3 of this section. Any previous FMLA leave occurring from July 1 to the effective date of the current FMLA leave will be subtracted from the original twelve-week entitlement. The employee will then be granted the remainder of the twelve weeks, or the portion thereof needed, for the requested leave. If the requested leave is for the employee's own serious health condition, paid sick leave shall run concurrently with the

FMLA leave. Employees who have other applicable paid leave credits (i.e. personal and family illness leaves) may, at the employee's option, apply such paid leave time against their FMLA leave and such paid leave shall run concurrently with and be a part of the FMLA absence.

ARTICLE 12 GRIEVANCE PROCEDURE

All controversies and disputes which allege a violation of the expressed terms of this Agreement shall be processed according to the steps listed below.

12.1 Definitions

12.1.1 A "day" for the grievance procedure shall be defined as a workday for the employee unless otherwise specified.

12.2 First Procedural Stage

12.2.1. No item shall be considered the subject of a grievance unless presented within fifteen (15) workdays of the knowledge of its last occurrence.

12.2.2 The "First Procedural Stage" shall consist of the employee's presentation of his/her grievance to his/her immediate supervisor who shall immediately enter upon his/her records the date when such complaint was received, and to such extent as he/she may deem appropriate, consult with his/her supervisor regarding said grievance. The discussion and resolution of the grievance at the first stage shall be on an oral and informal basis. Such informal discussion is not limited to the employee, but may include those persons necessary to assist in resolution of the grievance.

12.2.3 If such grievance is not resolved to the satisfaction of the aggrieved employee within ten (10) days of the entry of his/her complaint thereof, the employee may proceed to the second stage.

12.3 Second Procedural Stage

12.3.1 The "Second Procedural Stage" shall consist of a request by the aggrieved employee for a review and determination of his/her grievance by the C.S.O. or Designee who shall immediately enter upon his/her records the date of the request for such review and inform the immediate supervisor of said aggrieved employee that a review has been requested and the date when said request was made.

12.3.2 Within five (5) days of said request for review, the aggrieved employee shall submit to the C.S.O. or Designee a written statement setting forth the specific nature of said grievance and the facts relating thereto. The time for submitting such written statements may be extended by the C.S.O. or Designee at his/her discretion. Upon the filing of said written statements or the expiration of the time for filing the same, the C.S.O. or Designee shall, at the request of said aggrieved employee, hold an informal hearing after giving at least two (2) days notice by mail to the aggrieved employee of the time and

place of said hearing. Said aggrieved employee or his/her representative may appear and present oral and written statement or arguments. Said aggrieved employee may be represented by an attorney or an employee of the central school district designated by the aggrieved employee to act in his/her behalf. Said C.S.O. or Designee may limit the time for the presentation of oral statements and arguments to reasonable periods and may adjourn said hearings from time to time at his/her discretion. The final decision of the second stage of such grievance proceeding shall be made by the C.S.O. or Designee within ten (10) work days after the close of said hearing or any adjournment thereof and the school administrator shall, upon rendering such decision, give written notice thereof to the aggrieved employee and his/her immediate supervisor.

12.4 Third Procedural Stage

The "Third Procedural Stage" shall consist of an appeal to the Board of Education. Any employee may appeal to the Board of Education from a decision of the C.S.O. or Designee by filing with the Clerk of the Board of Education a written notice of such appeal within ten (10) days after receiving notice from the C.S.O. or Designee. The Clerk of the Board shall immediately enter upon his/her records the date when said notice of appeal was filed and within three (3) days thereafter shall inform the Board of Education, the C.S.O. or Designee, and the immediate supervisor of the aggrieved employee in writing of the filing of the notice of appeal. The Board of Education shall within thirty (30) calendar days of the filing of said notice of appeal hold a formal hearing after giving at least two (2) days written notice by mail to the aggrieved employee and the immediate supervisor involved in the complaint of the time and place of such hearing. Such aggrieved employee may be represented by an attorney or an employee of the District designated by the aggrieved employee to act in his/her behalf. Such aggrieved employee or his/her representative may appear at said hearing and present oral and written statement or arguments, and all written statements used in previous stages of the proceedings may be considered in determining said appeal.

12.5 Hearing Procedures

12.5.1 Any such hearing may be conducted by any one or more members of the Board of Education designated by the Board to act on its behalf, provided, however, that if less than the full Board presides at such hearing, the number of members thereof conducting such a hearing shall render a report to the full Board, and the full Board shall thereupon make its report. The Board of Education or the person designated to conduct the hearing may adjourn the proceedings from time to time until the completion thereof.

12.5.2 The report of the Board shall be made ten (10) work days after the conclusion of the hearing on said appeal and shall contain a statement of the Board's findings of fact, conclusions, and advisory recommendations. The Board shall send a copy of its report to each employee involved, his/her representative, if any, to the immediate supervisor of the employee, and the C.S.O. or Designee. Before reaching its decision on any appeal, the Board

may exclude from its place of meeting the C.S.O. or Designee, or any person other than a member of the Board of Education.

- 12.5.3 The procedures provide herein shall be open to public inspection during ordinary office hours at the office of the High School maintained by this central school district.

12.6 Fourth Stage - Arbitration

- 12.6.1 After the Board of Education issues its report, if the employee and/or his/her representatives are not satisfied with the decision at Stage 4, the employee and/or his/her representative may submit the grievance to either the American Arbitration Association or the New York State Mediation Board by written notice to the selected Agency, the Superintendent of Schools and the Board of Education within twenty (20) days after the receipt of the determination by the Board of Education.
- 12.6.2 The parties shall be bound by the rules and regulations of the selected agency.
- 12.6.3 The selected arbitrator will hear the matter promptly and will issue his/her decision not later than thirty (30) calendar days from the date of the hearing. The arbitrator's decision will be in writing and will set forth his/her findings of fact and conclusion of the issue.
- 12.6.4 The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement.
- 12.6.5 The decision of the arbitrator shall be final and binding upon all parties.
- 12.6.6 The cost of any such arbitration shall be borne equally by the Board of Education and the Homer School Aides/Assistants Association. The Board and the Association shall bear the expense of their own representative, witnesses, and any other expenses that may incur, individually.

ARTICLE 13 DISCHARGE HEARING

- 13.1 Any dispute with respect to the discharge of a noncompetitive or labor class civil service employee who has achieved permanent status and who is not eligible for a hearing pursuant to Section 75 of the Civil Service Law may be processed in accordance with the procedures contained herein.
- 13.2 Before the C.S.O. makes a recommendation to discharge to the Board of Education, the affected employee will be provided with an opportunity to have a hearing before the C.S.O. The C.S.O. will notify the employee in writing that he/she is considering terminating his/her services. The employee must request a hearing before the C.S.O. within five (5) business days of receipt of the notice

from the C.S.O. The employee may be represented at the hearing by a person or persons of his/her choice. The C.S.O. will render a decision with fifteen (15) business days after the close of the hearing.

- 13.3 The District reserves the right to suspend a noncompetitive or labor class civil service employee with or without pay pending a final decision of the Board of Education. Teaching Assistants may be suspended in accordance with Education Law.
- 13.4 The provisions of this Article shall not be subject in any way to the Grievance Procedure.

ARTICLE 14 DISTRICT HEALTH AND DENTAL PLANS

14.1 District Health Plan

- 14.1.1 By action of the Board of Education, the School District employees may obtain health insurance coverage under the District Health Plan. Beginning September 1, 2009 or as soon thereafter as possible, the District shall provide a Three-tier prescription drug plan for the purchase of prescription drugs at a cost of \$5 for a thirty (30) day retail supply of Tier I drugs, \$15 for a thirty (30) day retail supply of Tier II drugs, and \$30 for a thirty (30) day retail supply of Tier III drugs. The District will offer a mail order program that includes a ninety (90) day supply of prescription drugs at a cost of ten dollars (\$10) for Tier I drugs, thirty dollars (\$30) for Tier II drugs and sixty dollars (\$60) for Tier III drugs.
- 14.1.2 The health insurance is a share cost program. The District pays ninety percent (90%) of the premium, and the employee pays ten percent (10%) of the premium for the coverage the employee selects (family or individual).
- 14.1.3 Any employees covered under this contract who join the Health Insurance Plan after July 1, 1993, the District pays eighty percent (80%) of the premium, and the employee pays twenty percent (20%) of the premium for the coverage the employee selects (family or individual).
- 14.1.4 The District shall have the right to select the insurance carrier as long as the schedule of benefits is generally equal to or better than the benefits contained in the current health plan of June 30, 1996.
- 14.1.5 The District shall have the right to provide a schedule of benefits which is generally equal to or better than the benefits contained in the current health plan through a program of self funding.

14.2 District Dental Plan

- 14.2.1 By action of the Board of Education, the School District employees may obtain dental insurance coverage under the District Health Plan.

14.2.2 The dental insurance is a share cost program. The District pays twenty-five percent (25%) of the premium and the employee pays seventy-five percent (75%) of the premium for the coverage the employee selects (family or individual).

14.3 Immunizations and Physical Examinations

14.3.1 Immunizations and physical examinations deemed necessary by the District's doctor and not covered by the employee's health insurance, will be paid by the District. The employee shall run the hepatitis B vaccination through their health insurance plan. The district will pay for costs not covered by the employee's health insurance plan.

14.4 Conversion of Unused Sick Leave to pay Retirees' Health Insurance Premium

14.4.1 Employees who resign or retire from service with the District who have at least ten (10) years of continuous service, shall be eligible to credit unused sick leave towards continuing health insurance premiums. Such credit will be applied until exhausted toward the employee's share of continuing health insurance premiums.

14.4.2 Such credit shall be calculated at the following rates:

Maximum accumulation:	230 days
Credit	\$30 per day

ARTICLE 15

NEW YORK STATE TEACHERS' AND EMPLOYEES' RETIREMENT SYSTEM

15.1 Board Action

Full time employees are required to participate and part time employees may participate in the Employees' or Teachers' Retirement System.

15.2 Provision

For employees subject to the provision of the New York State Employees Retirement Plan, the Board of Education agrees to provide the following New York State Employees Retirement programs for members of the teacher aide unit.

Tiers I & II Section 75l - 1/50th noncontributory plan
(age 55 retirement)

Tiers I - IV Section 41J - unused sick leave as additional credit upon retirement
Section 60b - Guaranteed minimum death benefit

**ARTICLE 16
GENERAL CONDITIONS**

16.1 Agreement

This agreement shall supersede any rules, regulations, or practices of the Board of Education which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and considered part of the established policies of the Board.

16.2 Commitments

This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement. Before the Board adopts a change in policy which would affect wages, hours, or other conditions of employment which are not covered by this Agreement, the Board will notify the Association in writing that it is considering such a change. The Association will have the right to negotiate any such items with the Board.

**ARTICLE 17
SAVINGS CLAUSE**

17.1 Court Declaration

In the event that any term or provision of this Agreement shall be determined or declared by any court or statute to be null, void or inoperative, such term or provision of this agreement shall thereafter not continue in effect.

17.2 Renegotiation

The parties of this Agreement shall convene for the purpose of determining a satisfactory replacement for such terms or provisions hereof as may have been declared null, void, or inoperative.

**ARTICLE 18
COMPENSATION**

18.1 Historical

The following salaries are based on historical relationships between and among unit members and position titles.

18.2 Employee Placement

Placement of new employees to a unit position on the salary schedule will be determined according to the following guidelines: (This section will take effect beginning with the 2002-03 hires. It will not be applied retroactively.)

18.2.1 One year of service credit will be granted for each full year of college coursework (30 credit hours) in a liberal arts or education curriculum.

- 18.2.2 Substituting in the Homer system will be credited toward placement on the salary schedule with 150 days of substituting being equivalent to one year of service.
- 18.2.3 Credit may be granted for experience directly related to job duties but not in a school setting at the discretion of the Superintendent of Schools. Credit may be granted for previous related school experience in an accredited public, private, and/or military school.
- 18.2.4 Up to two years of service credit may be granted for military service, Peace Corps, or like experience.
- 18.2.5 A description of how the placement was determined is kept in the new employee's personnel file.
- 18.2.6 At no time any new hire with experience and/or education be placed higher on the salary schedule than a returning unit member with similar experience and/or education.

18.3 Salary Schedule

- 18.3.1 This is presented as a historical relationship only for the purpose of creating a salary schedule. This is not necessarily a relationship between the assigned salary level and years of experience in or out of the District. The salary schedules below represent a negotiated increase of 2.5% inclusive of increment for the 2009-10 school year; 3.0 % increase inclusive of increment for the 2010-11 school year; and 3.5% increase inclusive of increment for the 2011-12 school year.

Teaching Assistants Base Schedule			
Diff. per Step	2.0%	2.0%	2.0%
Step	09-10	10-11	11-12
1	14,588	14,706	14,890
2	14,899	15,026	15,221
3	15,210	15,346	15,552
4	15,522	15,667	15,884
5	15,834	15,988	16,216
6	16,149	16,310	16,548
7	16,474	16,634	16,881
8	16,804	16,969	17,217
9	17,142	17,309	17,563
10	17,485	17,657	17,915
11	17,835	18,010	18,275
12	18,192	18,371	18,641
13	18,557	18,738	19,014
14	18,928	19,114	19,394
15	19,307	19,496	19,783
16	19,694	19,887	20,179
17	20,088	20,285	20,584
18	20,491	20,691	20,995
19	20,902	21,106	21,416
20	21,320	21,530	21,845

Teacher Aides Base Schedule			
Diff. per Step	2.0%	2.0%	2.0%
Step	09-10	10-11	11-12
1	11,464	11,556	11,700
2	11,708	11,808	11,961
3	11,952	12,060	12,222
4	12,196	12,311	12,483
5	12,440	12,562	12,742
6	12,690	12,814	13,002
7	12,943	13,071	13,263
8	13,204	13,332	13,529
9	13,468	13,601	13,799
10	13,738	13,873	14,078
11	14,012	14,151	14,359
12	14,293	14,433	14,647
13	14,578	14,722	14,939
14	14,870	15,016	15,238
15	15,169	15,317	15,542
16	15,473	15,625	15,854
17	15,783	15,938	16,172
18	16,099	16,257	16,496
19	16,422	16,582	16,826
20	16,751	16,915	17,163

18.3.2 The above salary schedule shows the annual pay for an aide and a teaching assistant who works the typical 185 day work year. Longevities are not incorporated into the schedule; they are set out in Section 18.4.

18.3.3 Off step employees shall have base salary increases of:
 2009-10: 2.5%
 2010-11: 3.0%
 2011-12: 3.5%

18.3.3 Persons who are not certified, but who are performing the duties of a teacher assistant, will be paid according to the salaries shown on the salary schedule, until certification is achieved.

18.3.4 Atypical Assignments

18.3.4.1 Persons assigned to less than a ten-month assignments and/or less than a 7-hour per day will have their salaries prorated accordingly.

18.3.4.2 Persons assigned to more than a ten-month assignment and/or more than a 7-hour per day will have their salaries prorated accordingly .

18.4 Longevity for Aides and Assistants

18.4.1 Unit members hired before July 1, 1996 will earn longevity stipends outside of base salary in accordance with the schedule set forth in the Memorandum of Agreement title Longevity Distribution Procedures signed November 2009. Unit members hired on or after July 1, 1996, will earn the following annual longevity stipends outside of base salary, upon reaching the specified benchmarks:

4 years of completed District service, paid at beginning of 5 th year in District:	\$350
9 years of completed District service, paid at beginning of 10 th year in District:	\$350
14 years of completed District service, paid at beginning of 15 th year in District:	\$350
19 years of completed District service, paid at beginning of 20 th year in District:	\$350
24 years of completed District service, paid at beginning of 25 th year in District:	\$350

The amount awarded upon reaching a longevity benchmark will be added to longevity amounts earned at previous benchmarks. For example, a unit member with nine (9) years of completed District service will receive an annual stipend of \$700, beginning in his/her tenth (10th) year of District service, until he/she reaches the next benchmark, when he/she will receive \$1,050 annually, etc. A unit member will be eligible to earn a maximum annual longevity stipend of \$1,750 should he/she reach the twenty-four (24) year longevity benchmark.

18.4.2 The payment of each earned longevity increments will be made as in the following example: An employee beginning his/her fifth year in the district will get 100% of his/her longevity if he/she was hired between July 1 and December 31, 50% of his/her longevity if he/she was hired between January 1st and April 30th. An employee hired after April 30th would not receive his/her 5th year longevity until September.

Each additional longevity will be credited in the same manner.

18.5 Extra Duty

Aides not hired specifically for special education bus supervision will be paid time and one-half when assigned such duty.

18.6 Teacher Substitute Assignment

Interested and qualified unit members shall have their names placed on the District's substitute list and shall be compensated at the current substitute

teacher rate of pay or their regular rate of pay, whichever is higher, when called upon to substitute for an absent teacher.

- 18.7 Unit members employed by the District on or after July 1, 2009 shall receive an annual stipend of \$300 in each year of the contract.

ARTICLE 19 DURATION OF AGREEMENT

19.1 Effective Date

This Agreement shall become effective July 1, 2009 and remain in force and effect until midnight, June 30, 2012.

19.2 Execution

This Agreement shall be executed in duplicate, and each party hereto shall have a copy, either or both of which shall be considered an "Original."

19.3 Limits on Legislative Action

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

ARTICLE 20 MANAGEMENT RIGHTS

20.1 Provision Compliance

In the exercise of such rights below, the Management of the District shall comply with the provision of the Agreement.

20.2 Intentions

It is the intention of the parties that all of the rights, powers, and authority that the District had prior to the signing of this Agreement are retained by the District, and that with the exception of specific provisions of this Agreement, the District shall have the unrestricted right to manage its affairs. This Agreement constitutes the full and complete commitments of the School District to the Homer School Aides/Assistants Association.

20.3 Management Functions

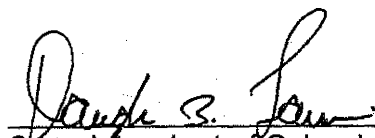
The School District retains the right to manage its business and services and to direct the working force; to determine the numbers and duties of employees; to maintain order and efficiency in all its departments and operations, including the right to discipline, suspend, and discharge employees, to hire, lay off, assign, transfer, promote, and determine the qualifications of employees; to determine the starting and quitting time and the number of hours to be worked.

**ARTICLE 21
ASSOCIATION RIGHTS**

- 21.1 The local Association may use school facilities to conduct meetings and for related purposes provided that a prior request on District forms for the use of such space is made in advance, and such meetings do not interfere with regular District programs.
- 21.2 The agenda for each official Board meeting shall be posted on the District web site as soon as it is distributed.
- 21.3 The official minutes of Board meeting shall be posted on the District web site following approval thereof by the Board.
- 21.4 The Association may use a reasonable amount of bulletin board space in each school building as designated by the District.
- 21.5 The Association will be allowed to use up to five (5) days each year release time to be scheduled in either full day or half day blocks.



President
Homer School Aide/Assistants Association



Superintendent of Schools
Homer Central School District

Dated this 9th day of October, 2009

APPENDIX A

JOB DESCRIPTION - - TEACHING ASSISTANT

GENERAL STATEMENT OF DUTIES:

The Teaching Assistant assists the teacher in providing instructional services to students and does related work as required.

DISTINGUISHING FEATURES OF THE CLASS:

This is a non-professional instructional position involving the responsibility for assisting a teacher in the education of students in a classroom or laboratory setting. Teaching Assistants may contribute either general or specialized skills. The Teaching Assistant works under the general supervision of a certified teacher.

EXAMPLES OF DUTIES:

The Teaching Assistant's duties may include, but are not limited to the following:

- 1) Works with individual or groups of students on special projects while the teacher is engaged elsewhere.
- 2) Provides the teacher with general information about students to aid the teacher in the development of appropriate learning experiences.
- 3) Provides assistance in the development of instructional materials and aiding student to use available resources.
- 4) Utilizes his/her own special skills and abilities in such areas as foreign languages, arts, crafts, music and other areas.
- 5) Supports the teacher in providing an effective climate for learning.
- 6) May be assigned a variety of duties depending upon the educational needs of the area assigned. Duties may change from time to time on a temporary or permanent basis.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

The Teaching Assistant should have an awareness of classroom instructional techniques and the development and use of classroom materials, as well as a working knowledge of current instructional resources. He/she should have a good knowledge of the subject area where a specialized assignment has been made. The ability to maintain discipline in a classroom situation, to read and interpret complex written materials, to instruct children in a classroom setting, to speak clearly with good diction; and to write legibly are necessary qualities. He/she should also be able to use good judgment, exercise patience; be dependable, neat and in good physical condition.

(Job Description -- Teaching Assistant, cont'd)

ACCEPTABLE TRAINING AND EXPERIENCE:

The Teaching Assistant should possess a high school diploma and sufficient college credits to be eligible for certification as a Teaching Assistant by the State of New York. Possession of a continuing certificate or appropriate level certification at the time of appointment will be required...

ADMINISTRATIVE RELATIONSHIP:

The Teaching Assistant is directly responsible to the Building Principal or other district administrator as assigned.

APPENDIX B

JOB DESCRIPTION - - - TEACHER AIDE

GENERAL STATEMENT OF DUTIES:

The Teacher Aide assists teachers in the performance of their teaching functions by performing various duties associated with the total school function. The Aide will do related work as required.

DISTINGUISHING FEATURES OF THE CLASS:

This position is created for the main purpose of relieving teachers of that part of their duties, which, while related to the teaching process, can be performed by uncertified personnel.

EXAMPLES OF DUTIES:

The duties of the Teacher Aide may include, but are not limited to the following:

- 1) Supervision of study periods, lunch periods and recreation periods and related attendance records.
- 2) Relieving teachers of classroom duties for short periods by supervising students using prepared learning materials.
- 3) Setting up classroom equipment used in the teaching process. May review student laboratory reports.
- 4) Arranges for servicing of equipment at regular intervals.
- 5) Reads to and plays records or video equipment to elementary students.
- 6) Proctors and helps to conduct local and standardized examinations.
- 7) Assists teachers in the correction of test papers, recording of grades, maintaining files.
- 8) Handles lunch count and other lunchroom duties for teachers.
- 9) Maintains audiovisual records and arranges for the distribution of films, tapes or other instructional materials to classrooms, including the signout and retrieval systems.
- 10) Duplicates and prepares classroom teaching materials for teachers.
- 11) Accompanies students to various classrooms.

- 12) Duties may vary depending on the grade level, building, or area assigned. Assignments may vary from time to time and may include new or revised assignments on a temporary or permanent basis. The new or revised assignments will be reviewed with the Aide prior to implementation.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

The Teacher Aide should possess a good general intelligence, and have the ability to establish good relationships with children and others. He/She should develop a familiarity with the classroom routine and may need to possess a specific knowledge or set of skills if assigned to a specialized field or department. Should have the ability to maintain discipline. He/She should have a neat personal appearance; should be able to use tact, courtesy, and good judgment; and be in good physical condition. The Teacher Aide should be able to perform his/her assigned duties with accuracy, particularly in the case of clerical duties such as filing or the recording of grades.

ACCEPTABLE EXPERIENCE AND TRAINING:

Graduation from a standard senior high school with additional experience or training in a particular field where specialized duties are involved.

ADMINISTRATIVE RELATIONSHIP:

The Teacher Aide is directly responsible to the teachers and/or professional personnel to which he/she is assigned, and under the general supervision of the Building Administrator or other district administrator as assigned.

APPENDIX C

JOB DESCRIPTION - - - NURSE AIDE

GENERAL STATEMENT OF DUTIES:

The Nurse Aide assists school nurses in the performance of their duties by performing various duties associated with the total nurse function.

DISTINGUISHING FEATURES OF THE CLASS:

This position is created for the main purpose of assisting school nurses with their duties. In addition, the nurses's aide may relieve teachers of that part of their duties which while related to the teaching process, can be performed by uncertified personnel.

EXAMPLES OF DUTIES:

In addition to the duties enumerated under the job description for "Teacher Aide", the duties of the nurse aide may include but not limited to the following:

- 11) Health related care
- 12) Hygiene and personal care
- 13) Attendance and record keeping in the computer
- 14) Typing letters, filing, copying, recording messages, answering phone
- 15) Assisting with school physicals

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

The Nurse Aide should possess a good general intelligence and have the ability to establish good relationships with children and others. He/She should develop a familiarity with the classroom routine and nurses routine and may need to possess a specific knowledge or set of skills if assigned to a specialized field or department. Should have the ability to maintain discipline. He/She should have a neat personal appearance; should be able to use tact, courtesy, and good judgment; and be in good physical condition. The Nurse Aide should be able to perform his/her assigned duties with accuracy, particularly in the case of clerical duties such as filing or the recording of grades.

ACCEPTABLE TRAINING AND EXPERIENCE:

Graduation from a standard senior high school with additional LPN degrees and/or equivalent additional education or experience or training in a particular field where specialized duties are involved.

ADMINISTRATIVE RELATIONSHIP:

The Nurse Aide is directly responsible to the Nurse and/or professional personnel to which she or he is assigned and under the general supervision of the Building Administrator or the Administrator of Special Education.

**Appendix D
Homer Central School District**

**Teaching Assistant
Evaluation Form**

Name of Employee: _____

Location: _____

Summative Evaluation Non-Tenure

Formal Observation Tenure:

*The following areas will be taken into consideration when completing this evaluation:
Safety, Initiative, Growth, Dependability, Attendance, Capability, Efficiency, Productivity,
Property Care, Appearance, Reliability, Attitude, Stability, and Integrity.*

Ratings: 3 – Exceeds Expectations 2 – Meets Expectations 1 – Needs Improvement

Category	3	2	1
Supports teacher in providing an effective working environment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:			
Works effectively with individual students or groups of students on instructional projects.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:			
Provides the teacher with information about students to assist the teacher in the development of appropriate learning experiences.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:			
Helps students to appropriately use available instructional resources.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:			
Has a positive working relationship with students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:			
Assists in the development of instructional materials.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:			

Uses special skills and abilities to support instructional programs. (computer skills, artistic abilities, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:			
Helps in related instructional work, such as presenting segments of lesson plans as directed by the teacher.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:			
Performs duties as assigned in a responsible and capable manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:			
Maintains confidentiality in all venues.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:			
Other factors:			
Attendance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Punctuality	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Initiative	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attitude	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:			

Note: This evaluation form may be used for formal, informal, or summative evaluations.

The required conference was held on _____

Employee Comments:

Signature of
Supervisor/Administrator

Date

I have reviewed this report with the appropriate supervisor, or administrator, and have been given the opportunity to express my views regarding this evaluation of my performance. My signature does not necessarily mean that I agree to or accept the contents of this report.

Signature of Employee

Date

Distribution: Personnel
Employee
Supervisor/Administrator

Appendix E
Homer Central School District

**Teacher Aide
Evaluation Form**

Name of Employee: _____

Location: _____

Summative Evaluation

Formal Observation

The following areas will be taken into consideration when completing this evaluation: Safety, Initiative, Growth, Dependability, Attendance, Capability, Efficiency, Productivity, Property Care, Appearance, Reliability, Attitude, Stability, and Integrity.

Ratings: 3 – Exceed Expectations 2 – Meets Expectations 1 – Needs Improvement

Category	3	2	1
Effectively supervises students or groups of students. Comments:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Has a positive working relationship with students. Comments:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Effectively completes all duties as assigned. Comments:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Has a positive working relationship with fellow staff. Comments:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Maintains confidentiality in all venues. Comments:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other factors:			
Attendance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Punctuality	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Initiative	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attitude	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:			

Note: This evaluation form may be used for formal, informal, or summative evaluations.

The required conference was held on

Employee Comments:

Signature of Supervisor/Administrator

Date

I have reviewed this report with the appropriate supervisor, or administrator, and have been given the opportunity to express my views regarding this evaluation of my performance. My signature does not necessarily mean that I agree to or accept the contents of this report.

Signature of Employee

Date

Distribution: Personnel
Employee
Supervisor/Administrator

