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#### Contract Database Metadata Elements

Title: **Newark Central School District and Newark Paraprofessional Association (2012) (MOA)**

Employer Name: **Newark Central School District**

Union: **Newark Paraprofessional Association**

Local:

Effective Date: **07/01/2012**

Expiration Date: **06/30/2016**

PERB ID Number: **8197**

Unit Size:

Number of Pages: **35**

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COLLECTIVE BARGAINING AGREEMENT  
by and between  
THE SUPERINTENDENT OF SCHOOLS  
OF THE NEWARK CENTRAL SCHOOL DISTRICT  
and  
NEWARK PARAPROFESSIONAL ASSOCIATION

July 1, 2012 - June 30, 2016

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## ARTICLE I - RECOGNITION

Section 1.1 The Superintendent recognizes the Association as the exclusive bargaining agent, pursuant to the Public Employees' Fair Employment Act for all teacher Aides, Teaching Assistants and Monitors. Such Recognition shall extend for the maximum period provided by law.

Section 1.2 The Superintendent agrees to deduct from each unit member's wages or salary dues for the Association, and said unit member individually and voluntarily authorizes the District to deduct, and to transmit the monies promptly to the Association prior to the subsequent payroll date. Such deductions are to be distributed over the balance of the school year beginning with the first paycheck following receipt of the necessary information from the Association, and in any event no later than twenty-one (21) days after receipt of such information.

Section 1.3 The authorization for deduction of Association dues will be in the form set forth in Appendix 1 of this Agreement. The Association will certify to the District in writing the current rate of the membership dues of the Association. The Association will give the District thirty (30) days' written notice prior to the effective date of any change in the amount of such dues.

Section 1.4 The Superintendent will not be required to honor for payroll deduction any authorizations that are delivered to him later than ten (10) days prior to the distribution of the payroll from which the deductions are to be made.

Section 1.5 Definitions The term "unit member", when used hereafter in this Agreement, shall refer to all employees in the bargaining unit defined above. These unit members are defined as:

Section 1.6 Teaching Assistants Those unit members who have achieved certification by the State of New York pursuant to Education Law who assist teachers, under their general supervision, with the direct instruction of students, consistent with the regulations of the Commissioner.

Section 1.7 Teacher Aides Those unit members who assist teachers, under their direct supervision, with tasks directly related to the teacher's function, including but not limited to, clerical tasks, scoring of tests, organization and maintenance of instructional material, operation of classroom furniture and equipment, and maintaining general organizational routine, consistent with the regulations of the Commissioner and the Civil Service Commission.

Section 1.8 Monitors Those unit members who supervise students in activities which are not of an instructional nature, consistent with the regulations of the Civil Service Commission.

Section 1.9 Representation A unit member who is about to be disciplined shall have the right to be represented by a representative of the Association. The unit member will be provided with an opportunity to secure Association representation prior thereto.

## ARTICLE II - DISTRICT, ASSOCIATION AND UNIT MEMBER RIGHTS

Section 2.1 It is agreed that the Superintendent will not directly or indirectly discourage or deprive or coerce any unit member covered by this Agreement in regard to any rights conferred by the Public Employees' Fair Employment Act and will not discriminate against any such unit member by reason of membership in the Association, or participation in any activities of the Association or collective professional negotiations with the Superintendent or the institution of any grievance, complaint or proceeding under this Agreement.

Section 2.2 The Association agrees that it will not directly or indirectly coerce or intimidate any unit member to join the Association. It is further recognized that unit members shall have the right to join or not to join the Association or any other organization for their professional improvement and advancement, and that membership in any organization shall not be a prerequisite for employment or continuation of employment of any unit member covered by this Agreement.

Section 2.3 Any individual arrangement, agreement or contract between the Superintendent or Administration and an individual member of the Association, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual agreement or contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

Section 2.4 The District reserves and retains the sole and exclusive right to operate, administer, control and manage the District schools, and shall have the right, subject to the limitations imposed by the express written provisions of this Agreement, to direct and schedule unit members; to hire, promote, transfer, assign and to select and determine the number of employees; to determine the starting and quitting times of unit members and the number of hours to be worked; to issue reasonable rules of conduct for unit members; to maintain efficiency of the District schools and determine the methods, means and personnel by which the schools' operations are to be conducted. It is expressly understood by and between the parties that failure to exercise any of the rights hereby stated and reserved or any other reserved right, or the partial exercise of such rights for powers, shall not be deemed to constitute a waiver of any of the rights specifically or otherwise reserved to the District pursuant to this Article or by law.

Section 2.5 The District shall provide the Association with a copy of its Board policies book, which will be updated from time to time as policies contained in the book are altered or amended.

Section 2.6 The District shall provide unit members covered by this Agreement with individual mailboxes. Such mailboxes may be used to receive mail from the Association.

Section 2.7 Clerical personnel may not change a unit member's time card. A unit member will be notified if a principal or other authorized District administrator changes the member's time card.

Section 2.8 The District shall allow officers and Building Representatives of the Association to endeavor to conduct Association business and to meet with unit members for

representation after regular working hours. However, if they cannot do so after regular working hours, unit members who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this Agreement shall be permitted, upon approval of their immediate supervisor, release time of generally up to one hour per occurrence, as necessary, to fulfill these functions which have as their purpose the maintenance of harmonious and cooperative relations between the District and the unit members and the uninterrupted operation of the District.

Within a reasonable period of time after execution of this Agreement, the President of the Association shall submit, in writing, to the Superintendent, the names of no more than one building representative per building and the name of one grievance chair, and shall provide the names of new or changed representatives within five working days of such change. No unit member shall have official Association status until such time as the District has been notified in writing by the Association.

### ARTICLE III - GRIEVANCE PROCEDURE

Section 3.1 In order to establish a more harmonious and cooperative relationship between unit members, administrators and members of the Board of Education which will enhance the education program of the Newark Central School District, it is hereby declared to be the purpose of these procedures to provide a means for the orderly settlement of differences, promptly and fairly, as they arise and to assure equitable and proper treatment of unit members.

#### Section 3.2

- (a) A "grievance" is any claim of violation of the provisions of this Agreement.
- (b) A "unit member" is any employee covered by this Agreement.
- (c) An "aggrieved party" or "grievant" is a unit member or a group of unit members who file a grievance or on whose behalf a grievance is prosecuted by the association.

#### Section 3.3

- (a) The time limits set forth below must be adhered to and may be extended only by mutual agreement in writing.
- (b) No grievance shall be considered timely or processed pursuant to this procedure unless the signed and written grievance is presented within twenty-five (25) school days of the occurrence of the event giving rise to the grievance, or the date upon which the grievant should reasonably have known of that occurrence.
- (c) If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance shall be deemed to be

discontinued and further appeal under this Agreement shall be barred.

- (d) Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been permitted had the decision been communicated on the last day of the stage from which appeal is taken.
- (e) Any grievance proceeding in process and unresolved as of June 15, shall, unless the Superintendent and the grievant have agreed to the contrary, be stayed until the following September 15, at which time the proceeding shall be continued and shall proceed to final disposition pursuant to the law, rules, regulations and Agreement in effect at the time of its initial filing.

#### Section 3.4

- (a) Each written grievance shall include the name and position of the aggrieved party; the provision(s) of this Agreement upon which the grievance is based; the time when and the place where the alleged events or conditions constituting the grievance occurred; the identity of the party responsible for causing those events or conditions, if known; and a statement of the nature of the grievance and the remedy sought by the aggrieved party.
- (b) If a grievance affects a group of unit members, it may be submitted by the Association directly at Stage 2.
- (c) The form for use in connection with this grievance procedure is attached as Appendix 5. A blank form may be obtained by a grievant from either an Association representative or the District.
- (d) The grievant may be represented at any stage of this procedure by an Association representative.

#### Section 3.5

- (a) Stage 1 - The grievant will discuss the matter with his or her immediate (non-bargaining unit) supervisor in an effort to resolve the matter informally. If unsuccessful, the aggrieved party shall present his or her grievance signed and in writing in accordance with paragraphs 3.3(b) and 3.4(a) above. Within five (5) school days after the written grievance is presented to the immediate supervisor, the supervisor shall render a written decision to the grievant and the Association.
- (b) Stage 2 - If the grievance is not resolved at Stage 1, the aggrieved party may appeal in writing to the Superintendent within ten (10) school days.

The Superintendent or his representative shall meet with the aggrieved party and/or his representative within five (5) school days of the receipt of the appeal. The Superintendent shall deliver his written decision to the grievant and the Association within five (5) school days after the conclusion of this meeting.

- (c) Stage 3 - The grievant may within ten (10) school days after receipt of the Superintendent's written decision, file a written notice of appeal with the President of the Board of Education and the Superintendent. The Board of Education shall hold a hearing within ten (10) school days thereafter and shall deliver its written decision within five (5) school days of the hearing to the grievant and the Association.
- (d) Stage 4 - If the grievance is not resolved at Stage 3, either the Association or the Superintendent may elect arbitration. Such election shall be made in writing within ten (10) school days of the decision received in Stage 3. Within five (5) school days of the request for arbitration, the parties shall confer to agree upon an arbitrator. If no arbitrator is mutually acceptable, a request shall be made to the New York State Public Employment Relations Board for a panel of arbitrators from whom the arbitrator shall be chosen in accordance with its rules of appointment. The arbitrator chosen shall conduct a hearing and determine the matter in accordance with the rules of the New York State Public Employment Relations Board and his award shall be final and binding upon all parties. The cost of such arbitration shall be born equally by the District and the Association. The arbitrator shall have no authority to add to, subtract from or modify any of the terms of this Agreement.

#### ARTICLE IV - EMPLOYEE BENEFITS

Section 4.1 Sick Leave Each unit member shall be eligible for fourteen (14) sick leave days per year, based upon the unit member's regular work day, which may be accumulated to a maximum of two hundred (200) days. Such sick leave may be used for absences caused by an illness of the unit member or for absences to provide necessary care for a member of the unit member's immediate family who is ill. In the case of illness in the immediate family, the immediate family shall be defined as the spouse, children, parents, parents of the spouse, brother or sister, a person for whom a unit member serves as a court-appointed guardian or conservator, and relatives living in the household. (The Family and Medical Leave Act provisions are adopted, and leave there provided is not in addition to paid or unpaid leave under this agreement.)

A unit member who has used the maximum of fourteen days of sick leave set forth above for illness in the immediate family, may apply to the Superintendent for permission to use up to an additional ten days of his or her accrued sick leave to provide necessary care for the unit member's parent, spouse or child who is acutely ill. The application must include justification for the unit member's leave (such as a certification from the treating physician or practitioner



that the parent, spouse or child is acutely ill and requires care by the unit member). If approved, such leave may be used only for the period of acute illness while such care is necessary. If approved, the days used will be deducted first from the unit member's remaining portion of that year's allotment of sick days (if any), and then, if necessary, from the individual's accumulated sick leave.

If an unit member has used the fourteen sick days (and, if applicable and approved, has used the additional ten sick days) allotted above for family illness in any year and can show cause for using additional family illness leave, during that same year that unit member may use his/her previously accumulated sick leave, if any.

Unit members must identify the nature of the leave used by differentiating whether it is for a personal illness or family illness to enable the above accounting. Each unit member shall receive a written annual notice of his or her accumulated leave concurrently with the first paycheck in September. Thereafter, a unit member's accumulated sick leave may be determined by calling a designated representative of the District, of which the Association shall be provided written notice.

Section 4.2 Sick Leave Bank There shall be established a sick leave bank to be available to all unit members. The intention of this sick leave bank is to protect the members from financial burden due to serious illness or injury. It is not intended to be a solution to the problem of exhaustion of a member's sick days.

On an optional basis, unit members will contribute one sick day to a sick leave bank to be deducted from their accumulated sick leave. To join the sick leave bank, a unit member must submit the completed authorized form by October 15.

Unit members participating in the sick leave bank and who have used all of their own sick days, may draw sick leave coverage from the sick leave bank, provided they take the following steps:

- (a) Apply for the coverage through a screening committee composed of the Association President, two member unit members, Superintendent, Assistant Superintendent and one other administrator.
- (b) Present to the screening committee a written medical statement supporting the legitimacy and need of the sick leave request and the completed authorized form.(Authorization Form will have all pertinent information.)
- (c) Sick leave bank payments will begin only after ten consecutive work days' absence has occurred and the member's sick leave days are exhausted.

The sick leave bank will cover only those unit members who have contributed to the bank and only for personal illness incidents of the unit member. The maximum number of days to be held in and available from the sick leave bank shall not exceed the total number of days voluntarily contributed by unit members as of October 15.

Any unit member participating in the sick leave bank will be limited to withdrawing from

the bank ten (10) days coverage per school year, unless eligible for fewer or requests fewer (in which case the unit member may apply if eligible for the balance of their ten days per year).

Members of the bank will be assessed additional days of sick leave at such times as the bank is depleted to 20 days, unless they choose not to participate further in the bank. Members who have no sick leave to contribute at the time of assessment will be assessed this day by October 1 of the following year.

Once in the bank a member cannot withdraw except in writing to the Association President and the days contributed would be forfeited. The Association President will as soon as possible notify the district office in writing of any unit member withdrawal.

**Section 4.3 Personal Business Leave** Each unit member shall be allowed up to four (4) days of paid personal business leave per year to be subtracted from the unit member's yearly allotment of sick leave. No reason need be stated on the leave form. Leave may be used for personal business requiring absence from the school day and not for recreational activities or recreational travel. Upon showing of evidence by the District to the unit member and the President of the NPA of a unit member misusing such leave, the unit member will be required to give the reason why the leave was taken. The following are some examples to help define "personal business": wedding travel and preparation, unit member's emergency childcare, banking business, legal/court appointments, religious observances, among others. All personal business leave must have prior written approval by the Superintendent or his designee. In order for a personal business day to be approved, the unit member must complete, sign and submit the approved required form at least two (2) full school days in advance of the day requested, except in cases of extreme emergency. Personal days may be taken in one-half day increments. The number of unit members absent shall be limited to the following:

Senior High School – 4  
Middle School – 4  
Elementary Schools (total - 6)  
Bus Garage - 1

Personal business days will not be permitted on the day immediately preceding or the day following school vacation except in unusual circumstances.

**Section 4.4 Bereavement Days** In the event of death in the immediate family, an unit member will be granted up to three (3) days of paid bereavement leave per event. Up to two (2) additional paid bereavement days may be taken with the approval, and at the discretion of, the Superintendent or his designee, from the unit member's accumulated and unused sick leave. For the purpose of this Agreement, "immediate family" shall mean the unit member's or spouse's parents (or guardian or conservator), brothers and sisters, brothers in-law, sisters in-law, aunts, uncles, spouse, children, grandchildren or grandparents and any relative who is a full-time resident of the unit member's household.

Also, one paid Bereavement Day may be used for "other family member's" death, for each instance of death. "Other family members" shall be defined as sons in-law and daughters

in-law.

Section 4.5 Jury Duty Unit members called to serve and actually serving jury duty, or otherwise necessarily absent from work in connection with such service, shall remit to the district the amount of their jury stipend (excluding allowances designated for expenses, such as mileage, parking or meals) and shall be paid at their hourly or salary rates for the time spent on jury duty. In the event that a unit member receives a greater sum for jury duty than would have been received for his or her regular work, the unit member shall be credited for the extra jury duty stipend.

Section 4.6 Educational Reimbursement Unit members will receive tuition reimbursement for courses or in-service programs taken at the written request of the Superintendent. This will not include other expenses, such as mileage, tax or other class materials. Unit members may request job-related educational courses or in-service programs to the Superintendent for his or her consideration. Although the Superintendent shall have sole discretion as to the approval or denial of reimbursement, and any grievance or appeal of such denial shall not proceed beyond Stage II of the grievance procedure, the District shall provide its reason for the denial for feedback in writing, as to the desired type, cost and nature of programs.

Section 4.7 Health Insurance The District shall provide unit members regularly scheduled for at least 20 hours of work each week with health care coverage provided under the Finger Lakes Area School Health Plan (FLASHP). The District will offer the following coverage with the District contributing 87% of the premium cost and the unit member contributing 13%.

- Blue Point 2 Select - \$15 copay with \$10/25/40 prescription co-pay plan
- Blue Point 2 Value - \$20 co-pay with \$0/30/50 prescription co-pay plan
- Healthy Blue - \$15/\$25 copay with \$5/25/50 prescription co-pay plan
- Healthy Blue - \$30/\$50 copay with \$5/35/70 prescription co-pay plan

In addition to the above plans, the District will offer the Healthy Blue High Deductible “50” plan - \$5/\$35/\$70 prescription co-pay plan after the plan’s deductible has been met. For each unit member who enrolls in the HBHD 50 Plan, the District agrees to pay ninety five percent (95%) of the premium cost and the unit member agrees to pay five (5%).

Health Savings Account (HSA): In order for the HBHD 50 Plan to operate correctly, each unit member must establish a health savings account in her/his name. If a unit member elects the HDHP, the District will contribute \$300 for single coverage on July 1, 2015 and \$650 for family coverage. Then on January 1, 2016, the District will contribute \$600 for single coverage and \$1300 for family coverage.

With regard to continuing enrollment in the HBHD 50 Plan, for each succeeding plan whatever amount of money is required to be in the HSA and the unit member is required

to supply the rest and remainder of any HSA money which is required to be on deposit in the HSA.

These HSA deductible amounts may change by federal regulation and any changes will automatically apply in the future to the HSA.

Should FLASHP discontinue Blue Point 2 Select during this agreement, the District and Association will work together to identify a replacement plan equivalent in all material respects. This action in no way will constitute an opening of negotiations.

If a unit member and the unit member's spouse are eligible for District coverage and do not have any eligible dependents, the unit member and the spouse will be provided the less costly of either two single plans or one two-person plan if both are available from the insurer. If the District employs both the unit member and the unit member's spouse, one of the two may elect family plan coverage if they have an eligible dependent.

Single Coverage Exception: Unit members who do not have comparable coverage elsewhere may continue under District single coverage with the co-payments applicable to that year. Coverage elsewhere is comparable:

- \*if it offers similar benefits (including costs of deductibles and patient co-pays);
- \*its cost to the unit member is no greater than the sum of the available buy out amount plus the amount the unit member would pay at the District for such coverage;
- \*if its coverage originates within the Blue Cross/Blue Shield of the Rochester Area coverage area; the other source of coverage would be readily useable in the Blue Cross/Blue Shield of the Rochester Area coverage area. (The District may demonstrate that coverage is readily useable such as by presenting the list of providers authorized by such coverage which does include providers within the region, benefit information which shows benefits may be obtained in the region, or other provider or benefit information that demonstrates that the coverage elsewhere is accepted in the region.)

A unit member who has coverage elsewhere which is not comparable in any one of the three criteria above would be eligible for the single coverage exception above.

A unit member not eligible for District contribution to health insurance premiums due to the number of his or her scheduled work hours may participate in the District's group health insurance plan if permitted by the health insurance carrier. Such unit member shall pay 100% of the premium cost established by the health insurance plan for appropriate coverage (e.g., family, single, or other).

Any disagreements about whether such coverage is comparable will be discussed at a Labor-Management Committee, and, if unresolved, would be determined by an outside, neutral party to be designated mutually by the parties to resolve the matter.

Retirees who retire on or after July 1, 2003 and who are not eligible for health insurance coverage from any other source shall be eligible to continue health insurance coverage consistent with that available for current unit members, as such coverage may change from contract to contract, including, but not limited to the sharing of the premium cost, available plans, and co-pays. However, otherwise eligible unit members who retired under the early retirement incentive program offered by the District during the 2003-2004 school year, shall be governed by said agreement. An unit member is a retiree for purposes of this provision if the unit member has actually retired (as that term is usually defined) after twenty (20) years or more service in the Newark Central School District. For example, the term "retired" for the purposes of this provision means resigned from employment with the District and who qualifies for retirement benefits (or who would qualify for retirement benefits except for the number of years of service accredited by the retirement system). It is understood and agreed that the aforementioned provisions of this paragraph do not add to or decrease the rights, if any, of retirees who retired before July 1, 2003 to benefits including but not limited to the sharing of the premium cost, available plans, and co-pays as specified in the contract in effect when such retirees retired.

Retirees who retire on or after July 1, 2011 who reach the Medicare eligible age, as determined by law, will change secondary insurance coverage from the plan they were covered under since they retired to an agree upon Medicare Supplemental Insurance. The District will pay 87% of the cost of the agreed upon Medicare Supplemental Insurance plan or a plan equivalent in all material aspects.

If a unit member or retiree receives health insurance coverage from a source other than the District, the unit member or retiree shall not be eligible for District coverage. Should the unit member or retiree become ineligible for such alternative health coverage, the unit member or retiree may subscribe to the District's plan with the percentage of co-payment applicable to that year. In this event, the unit member/retiree and the unit member's/retiree's family will become eligible for benefits by the first day of the month following written request to the District office and completion of all necessary application forms.

**Buy Out Payment:** Effective July 1, 1999, unit members otherwise eligible (regularly scheduled for at least 20 hours of work each week) for health insurance coverage by the District who do not receive such coverage and waive such coverage will receive a buy-out payment, as set forth below, if they have coverage from another source. Should the unit member become ineligible for health coverage elsewhere, the unit member may subscribe to the District's plan as provided above and the buy-out payment will be adjusted accordingly pro rata. Should the unit member terminate health coverage provided by the District in favor of coverage by another source during the school year, the unit member will receive buy-out payments adjusted accordingly pro-rata. Those unit members otherwise eligible for health insurance coverage by the District who withdraw and waive such coverage will receive the following payment:

Eligible for family or two-person coverage	-	\$630.00 annually
Eligible for single coverage	-	\$630.00 annually

Payment is conditional upon the unit member's providing proof of health care coverage which may include, but is not limited to, copies of health insurance cards that list the unit member and dependents by name, letters from a health insurance provider verifying coverage or by any other reasonable verification that the unit member has health care from a source other than the District. The unit member must file with the District a signed waiver form stating that s/he has such coverage. The annual amount shall be paid in two equal installments at the end of six months (December 30) and twelve months (June 30) without District coverage.

The District will provide a payroll deduction so that unit members may voluntarily enroll in a dental plan paid by the unit members through a payroll deduction at no cost to the District.

Section 4.8 Unpaid Leave For unit members who are qualified according to FMLA (e.g., employed at least one year and worked 1,250 hours or more in the last year), the Family and Medical Leave Act provisions are adopted, and leave there provided is not in addition to paid or unpaid leave under this agreement. At the Board's discretion, unpaid leave also may be granted in writing for reasons of sickness, child-rearing, family illness or other personal reasons deemed satisfactory by the Board, upon written application by an unit member. Unit members may apply for such leave in one day increments subject to the Board's discretion.

Section 4.9 Flexible Benefits Account Plan

- (a) The District agrees, subject to applicable rulings and procedures of the Internal Revenue Service, to provide a qualified flexible benefits account plan.
- (b) Unit members may, at their option, designate a portion of their salaries to be allocated to this plan for dependent care assistance benefits, or accident or health benefits in accordance with the requirements of the plan.
- (c) Unit members should carefully consider the fact that amounts not spent by the end of the plan year, December 31, do not roll over and are forfeited.
- (d) Effective for any plan year that follows the 2012 plan year, each unit member's salary reduction will be limited to no more than \$2,500 per plan year. This limit is to be adjusted each year by Federal regulations.

Section 4.10 Compensation

**Wage Increases:** Each unit member including the starting rate will receive an increase on their base rate of pay effective in the following years:

School Year	Wage Increase
2012-2013	1.5%
2013-2014	1.5%

2014-2015	2.4%
2015-2016	0%
	*See section 4.12

**Longevity Increments:** Effective July 1, 2014, in recognition of longevity of unit members' service, each unit member will receive the following additional increases on the 1<sup>st</sup> of December following the applicable anniversary date of their years of service provided below as a one-time payment (not added to base salary nor cumulative) as shown in the following example:

<b>Years of Service</b>	<b>One-Time Payment Of:</b>
5 years	\$100
10 years	\$150
15 years	\$200
20 years	\$250
25 years	\$450
30 years	\$500
35 years	\$600

<b>Example of Application of Contractual Longevity Pay</b>		
<b><u>One-Time Payment</u></b>		
<b><u>Unit members Completing</u></b>	<b><u>Effective Date</u></b>	<b><u>One-Time Payment of:</u></b>
5 <sup>th</sup> year of service	December 1 after 5 <sup>th</sup> anniversary date	\$100
10 <sup>th</sup> year of service	December 1 after 10 <sup>th</sup> anniversary date	\$150
15 <sup>th</sup> year of service	December 1 after 15 <sup>th</sup> anniversary date	\$200
20 <sup>th</sup> year of service	December 1 after 20 <sup>th</sup> anniversary date	\$250
25 <sup>th</sup> year of service	December 1 after 25 <sup>th</sup> anniversary date	\$450
30 <sup>th</sup> year of service	December 1 after 30 <sup>th</sup> anniversary date	\$500
35 <sup>th</sup> year of service	December 1 after 35 <sup>th</sup> anniversary date	\$600

(No payment would be made on the 6<sup>th</sup>, 7<sup>th</sup>, or any year other than the anniversary years.)

Newly hired unit members shall not be paid less than:

Teacher Aides: 2012-13: \$9.14, 2013-14: \$9.28, 2014-15: \$9.50, 2015-16: \$9.50

Monitors: 2012-13: \$8.80, 2013-14: \$8.93, 2014-15: \$9.14, 2015-16: \$9.14

Teacher Assistants: 2012-13: \$10.55, 2013-14: \$10.71, 2014-15: \$10.96,  
2015-16: \$10.96

The District has discretion to hire at rates higher than the starting rates; should that occur the District shall inform the NPA President.

Minimum hourly rates of pay for the duration of this contract shall be in compliance with all applicable, federal, state and local minimum wage rates mandated by law. Currently federal law establishes the minimum applicable hourly wage rate as follows:

*January 1, 2015* *\$8.75 per hour*

*January 1, 2016* *\$9.00 per hour*

If any then current unit member has an hourly rate below these federal minimums at the time of their implementation, said unit member's hourly rate will be raised to meet the applicable federal minimum wage rate. Also, if the then starting hourly wage rate is below these federal minimums at the time of their implementation, said starting hourly wage rate will be raised to meet the applicable federal wage rate.

Section 4.11 All unit members' compensation shall be dispersed directly into member's financial institution account via direct deposit, except when the Association and the District agree to special circumstances shown in confidence merit temporary suspension of direct deposit for an employee. Upon agreement between the Association President (or designee) and the Superintendent (or designee) to an exception, a date of expiration for that exception and a review for possible renewal, will be set based on circumstances. Notice of changes in banks, accounts, exceptions or payroll information must be received two weeks in advance of the pay date on which they are to be effective to avoid delays in receiving pay due to the necessity of making administrative arrangements with banks for deposits and such changes, and must include the routing and account numbers for the bank account (shown on check).

Section 4.12

\*Effective on July 1, 2015, each unit member shall receive additional longevity increases to their base hourly wage annually as indicated by the table below.



<b>Years of Service</b>	<b>2015-2016</b>
6 – 10	.06
11-15	.07
16-20	.08
21+	.09

\*This provision will sunset at the end of the 2015-2016 contract term.

Unit members must complete a minimum of 120 days in order to be credited with a year of service. Years of service will represent years of employment with the Newark Central School District.

Section 4.13 Effective July 1, 2014, the District will increase the amount deposited in the MRA to \$375. On or about December 31, 2014, the District proposes that the 105 Plan deposit in the sum of \$375 per year will come to an end and that the amounts on account to each unit member will then be available for reimbursement to the unit member until June 30, 2015. Since the MRA reimbursement payment has been made already, the increase of \$25 will be made available in the unit members' MRA account within one (1) month of the ratification by both parties of this Agreement. Effective July 1, 2015, the District will change the 105 Plan to a stipend payment instead of the medical expense reimbursement plan to each unit member who has completed at least one (1) year or more of continuous District service. This stipend will be subject to all legal deductions. Also effective July 1, 2015, the District will increase the annual stipend to \$400 which will be paid in July.

Effective July 1, 2015, for a unit member to be eligible to receive the stipend, they must work for one full school year.

Section 4.14 Effective July 1, 2015, the District will annualize paraprofessional pay checks over 10 months and they can elect to receive these paychecks in 21 or 26 pay checks. Unit members understand that there will be no paycheck issued in the first week of the school year depending on how the payroll schedule occurs.

#### ARTICLE V - PERSONNEL FILE

Section 5.1 A unit member shall have the opportunity to review his or her personnel file in the presence of a supervisor, and if requested an Association Representative, upon reasonable notice. The unit member may place in such file a statement in response to any material contained therein.

Section 5.2 A copy of any material critical of a unit member's performance will be provided to the unit member and the Association at the time it is placed in the personnel file.

Section 5.3 Upon receipt of a written request, the unit member may obtain a reproduction of any material, excluding references or information obtained in the process of evaluation of the unit member for initial employment.

## ARTICLE VI - ASSIGNMENTS, TRANSFERS AND PROMOTIONS

Section 6.1 Assignment Notice Unit members will be notified, whenever feasible, by June 1 of their tentative assignment and salary for the following school year, including the school, grades and subjects to which they are tentatively assigned. The notice will also include the tentative starting and dismissal times and any time allotted for travel between buildings.

### Section 6.2 Notice of and Application for Vacancy

- (a) Definition of Vacancy For purposes of this section, a vacancy shall be defined as an opening in any existing unit position for which the District has more positions than it has current unit members in such positions, regardless of grade or subject of the assignment.
- (b) Posting of Vacancies When a position becomes vacant, or a new position is created, a notice of vacancy for such position shall be posted in each building in the District. Space on one bulletin board in one faculty room in each building shall be designated for such posting of vacancies by the District. The posting shall include the location of the vacancy, the job description if available, minimum qualifications, and salary for such position.
- (c) Posting Period Vacancies will be posted at least five (5) consecutive workdays (year around whether or not school is in session) prior to the date by which applications must be received by the District.
- (d) Applications Any unit member who desires to apply for any such vacancy shall submit his or her application in writing to the Personnel Office.
- (e) Filling of Vacancies Any unit member who applies for such vacancy will be given consideration when vacancies occur in the unit.
- (f) Summer Vacancy In the case of vacancies occurring during the summer vacation, vacancy notices shall be posted in the Office of the Assistant Superintendent. A copy shall be sent by regular, United States mail or email to the President of the Association and to each unit member previously registering with the Assistant Superintendent's Office during the school year.

Section 6.3 Requests for Transfer Unit members desiring a change in grade, subject or transfer to another building or promotion to any position for which a vacancy has not been advertised, may file a written statement of such desire with the Assistant Superintendent for Curriculum and Instruction. Consideration will be given to those unit members who have previously submitted such a request.

In the event that an unit member's request for transfer is not granted, such unit member

may meet and confer with his immediate supervisor to discuss the reason for the denial of his transfer request. However, such denial shall not be subject to the grievance procedure.

The District will send a written form to all unit members during the month of March each year, inquiring whether each unit member is interested in a transfer, and if so, to what specific assignment/building/level.

**Section 6.4 Notice of Change** By the tenth day following the end of each month, the Superintendent or his designee will notify the Association in writing of any bargaining unit unit member hired or whose employment terminated during the preceding month.

**Section 6.5 Notice to Unit member** It is recognized that some involuntary transfers of unit members from one building to another or reassignment within a building may be unavoidable. Notice of any such involuntary transfer shall be given to unit members as soon as practicable and not later than July 1, whenever feasible.

When a unit member is to be informed of an involuntary transfer, the Association President will be informed, in advance of such impending meeting to arrange for union representation to be available, and that unit member has the option of having a union representative present unless none is available without undue delay.

In the event that a unit member is notified of an involuntary transfer, such unit member may meet and confer with his immediate supervisor to discuss the reason for the transfer. The unit member may have union representation present at such meeting unless none is available without undue delay. However, such transfer shall not be subject to the grievance procedure.

**Section 6.6 Seniority**

- (a) **Teacher Aides and Monitors** Seniority for teacher aides shall be defined as the length of continuous service within the unit in accordance with applicable Civil Service Law.
- (b) **Teaching Assistants** Seniority for teaching assistants shall be defined in accordance with the Education Law.
- (c) **Consideration of Seniority** Seniority or length of service shall be considered in matters of promotion, layoff, upgrade, transfer, vacancies and recall. Length of Service shall be defined as the length of service of a Unit member in the position s/he holds at the time matters of promotion, layoff, upgrade, transfer, vacancies and recall are considered. The District shall provide the Union with an explanation of its reasons for its employment decisions in matters of layoff and recall where the unit member affected has less length of service than other unit members in the same job title where factors other than seniority and/or length of service were the determining factor(s) in decisions regarding layoff and recall.
- (d) **Seniority Rights** Whenever the District abolishes a position, the services

of the unit member having the least seniority within the position abolished shall be discontinued. In the event that a position of teacher assistant is abolished, the incumbent may return to the position of aide if he or she was promoted from that position to teacher assistant when there is an opening, but may not displace a currently employed aide. If a unit member otherwise eligible to bump or retreat is exceeded by displacement or elimination of his/her assignment, the District will assign the unit member to a suitable assignment based on skills and experience which is available or is held by another unit member with less seniority.

- (e) Seniority List A length of service list will be published every two years covering all unit members in the unit.

## ARTICLE VII - WORKDAY AND WORK YEAR

Section 7.1 Workday. Given the variety of actual hours needed for various assignments, the standard full time work day for Teaching Assistants shall be a minimum of six (6) hours per day. The standard workday for New York State Teacher Retirement System purposes shall be six (6) hours per day.

- (a) Workday, Part-Time and Full-Time Status: Unit members shall be provided with the starting and dismissal time for their regular workday as soon as practical and no later than September 15 of each year whenever feasible. Teaching assistants assigned regularly to weekly work schedules of 37-1/2 or more hours per week (consisting of 7-1/2 hours or more on each work day for a total of 35 work hours and at least a one-half hour duty free lunch period each day) are defined as “full time”. It is understood that, due to committee meetings and other factors, a schedule may vary week to week with hours in some weeks totaling more or less than 37-1/2 without affecting their part-time status.
- (b) Overtime: Unit members may work beyond their regularly assigned workday only with the written approval of the unit member’s building principal. Such work shall be performed at the unit member’s regular rate, unless as a result the unit member’s work week would exceed forty (40) hours, after which it would be performed at one and one-half times the unit member’s regular rate.
- (c) Limits on Hours of Work: Unit members shall be compensated in accordance with the arrangements described above for any and all meetings beyond the workday which they are required to attend. A unit member is required to attend a meeting beyond the work day when directed to do so by the unit member’s principal or by the Superintendent.
- (d) Notice of Type of Meetings Which May Be Attended: The

Superintendent or the unit member's building principal will notify unit members in writing of meetings which they are not to attend. The Superintendent or the unit member's building principal also will notify unit members in writing of meetings which they are required to attend. Unit members may attend faculty and staff meetings and faculty and staff committee meetings which are directly applicable to the Unit member's job to which the Unit member receives a written announcement or invitation from the Superintendent or an administrator, so long as they have not been notified not to attend, only if it will not result in their work week exceeding forty (40) hours.

- (e) An unit member may be asked to perform work during the summer on a voluntary basis. Such work shall be paid for at the unit member's regular hourly rate.

Section 7.2 Work Year The unit member work year for ten (10) month unit members shall begin no earlier than one day prior to the first day that students report for the opening of school. The duties for all ten (10) month staff will end by the last day of Regents week, except that the work year for ten month unit members may extend to, but shall not exceed, 190 work days.

Unit members will attend Conference Days which are held before the start of school to the extent that such conference days are scheduled no earlier than one week prior to Labor Day or one week prior to the first day students report for the opening of school, whichever comes later. This confirms expressly that the District has discretion to establish the first day of work for each school year at a date in advance of both the first day of school and Labor Day as a "training day" for orientation and training for the new school year for unit members.

Section 7.3 Emergency Closing Days All unit members who do not work due to unscheduled closings as the result of short-term emergencies, including but not limited to snow, ice, other inclement weather or electrical failure, will be paid for that day of no work on the next available payroll date. If the actual number of days the District offered for work would otherwise have been insufficient for the unit members to receive a year's credit for retirement credit, the District will offer sufficient replacements for the work days missed due to emergency closings to meet the minimum number of work days offered for work to qualify for a year's credit for retirement purposes.

Section 7.4 Paid Holidays Unit members working a minimum of twenty (20) hours per week will receive the following paid holidays:

- \*New Years Day
- \*Christmas Day
- President's Day
- Thanksgiving Day
- Labor Day;
- Veteran's Day;

Columbus Day;  
Memorial Day;  
Good Friday;  
Martin Luther King Day

\*If the holiday falls on Saturday, the parties will recognize the holiday on Friday. If the holiday falls on Sunday, the parties will recognize the holiday on Monday.

Section 7.5 Superintendent's Conference Days Unless notified to the contrary, unit members shall be required to attend scheduled Superintendent's Conference Days that are held no earlier than one week prior to Labor Day or one week prior to the first day students report for the opening of school, whichever ever comes later. It is agreed that Superintendent's Conference Days are paid workdays if attending the conference or working in the unit member's regular capacity.

Section 7.6 Lunch Period All unit members shall have an unpaid duty-free lunch period each day at least thirty (30) minutes in length.

Section 7.7 Break All unit members working four (4) consecutive hours or more shall be given a fifteen (15) minute duty-free break. All unit members working six and one-half (6-1/2) hours or more shall be given a second fifteen (15) minute duty-free break.

Section 7.8 Substitutes All unit members under this Agreement will be paid at the rate of pay paid to substitute teachers or their usual pay rate, plus \$.40 per hour (effective September 1, 2005 \$.50 per hour), whichever is greater, if the employee is directed by the Principal to assume a teacher's responsibilities for a period in excess of two hours. In case of any question about whether the unit member has been so directed, the unit member shall immediately obtain direction from the school principal. The intent of this provision is to recognize that there are occasions when a monitor, teacher aide or teaching assistant is left alone with a class as part of their usual duties, but that the individuals employed in those titles are also called upon from time to time to serve as a substitute teacher in a long-term absence of a teacher. This provision provides a guideline for determining the circumstances in which a unit member has been directed to serve as a substitute teacher rather than perform his or her usual duties as a monitor, teacher aide, or teaching assistant. The District shall not evaluate unit members' performance based upon their service as a substitute teacher (except that conduct during a period in which a unit member serves as a substitute may result in disciplinary action).

Effective July 1, 2015 through June 30, 2016, any unit member under this Agreement will be paid an additional \$5 per day if the employee is directed by the Principal to assume a teacher's responsibilities for greater than thirty (30) minutes per day.

Section 7.9 Extra Assignment It is recognized that unit members may be requested to work hours beyond their usual work day, or to perform assignments outside of their usual work assignments within the scope of their job responsibilities (for example, a Teaching Assistant could be asked to monitor a cafeteria or other student group). It is also recognized that unit

members may be offered opportunities to work different hours in different capacities at a different rate of pay and have the right to refuse such an additional job. However, it is understood that unit members shall not be required by the District to perform work usually assigned to a lower level position at a rate of pay less than the unit member's usual rate of pay during the unit member's regularly scheduled work day. For example, a Teaching Assistant shall not be required to perform the duties of a cafeteria monitor at less than that Assistant's usual rate of pay as an Assistant. Nothing in this provision prevents the District from hiring unit members to work in different capacities such as a part-time Teaching Assistant and a part-time monitor.

Section 7.10 Time Clocks It is agreed that the use of time clock technology will be used to record Board-approved hours and approved overtime hours. Members will not be penalized for clocking in and out before their normal assigned start time or after their normal assigned end time.

#### Section 7.11 Staff Development

Unit members attending staff development training outside of their normal workday with approval of the Superintendent in writing will be paid at their individual hourly rate or \$10.00 per hour – whichever rate is higher.

### ARTICLE VIII - NOTIFICATION AND EVALUATION

Section 8.1 Notification The District shall give notice to unit members of any layoff, reduction of hours or change of job description not less than 30 days prior to effecting such change, except in case of emergency. Unit members will be notified of transfers as soon as practicable.

Section 8.2 Evaluation Administrators may observe and report on unit member performance as they deem necessary and appropriate. (When required by a Principal to substitute teach, a unit member's performance as a teacher will not be considered in his/her evaluation as a paraprofessional except that this sentence shall not limit any disciplinary or corrective action the District might take in connection with the unit member's conduct during the period he/she serves as a substitute.) It is understood that the evaluation procedure is not the only basis or procedure upon which the District may assess the performance of a unit member. It is further understood that it is important that there be ongoing communication between the unit member and the administrator responsible for the evaluation so that performance or job duty concerns are addressed on a current basis rather than waiting for the annual formal evaluation.

All members of the bargaining unit will have a formal evaluation based upon their first three months of employment with the District and upon their first three months in a new job title with the District, within the fourth month of employment in the job title, and at least annually thereafter. Annual evaluations shall be provided to unit members in the month of February.

All formal evaluations shall include a conference between the administrator performing the evaluation and the unit member to discuss the written report of the unit member's

performance. The evaluation will be presented by an administrator or a qualified designee acting in an administrative role (except administrative interns). The unit member may arrange for a representative of the Association to be present with the unit member during the unit member's conference with the administrator at which the evaluation is to be presented.

If the evaluation report includes any deficiencies, such deficiencies will be noted in as much detail as practical, including information such as the name or names of individuals who have reported particular deficiencies in performance, and the date or dates of such performance. Further, if the report includes any deficiencies in performance it also will set forth a written plan for improvement including information such as the assistance to be provided by administrators or other staff, the course of action expected to be taken by the unit member, and the date by which the improvement must be achieved. The date by which the improvement is to be achieved must be scheduled by mutual agreement within one week of the evaluation conference (except when immediate change is necessary for safety and liability), and the date scheduled by which the improvement must be achieved must provide a reasonable time based upon the circumstances, but an initial check point will be scheduled within one month from the date of the conference by which satisfactory progress on improvement must be made. Nothing in these procedures or these time frames prevents the District from instituting discipline or other corrective action for conduct subject to the evaluation or during the period of the improvement plan.

A unit member may attach a written comment concerning any aspect of the evaluation which shall be attached and filed with the formal evaluation report. Any disciplinary action taken by the District in whole or in part as a result of the evaluation shall be subject to Article IX of this Agreement.

The forms to be utilized in the formal evaluation procedure are attached to this Agreement as Appendix 3.

Section 8.3 Orientation. The District will immediately send a memorandum to the building principal stating its expectation that teacher-paraprofessional teams (for monitors, their building principal or his/her designee) will meet within thirty days of the start of the school year (and preferably as early as practical) for the teachers to describe their plans and expectations of the paraprofessional for the year. Administrators will be advised to follow-up with teachers about fulfilling this responsibility and to consider in teacher evaluations whether they have fulfilled this expectation.

## ARTICLE IX - DISCIPLINE

Section 9.1 A unit member, other than a Teaching Assistant, who has completed one (1) year of continuous service with the District shall not be disciplined or discharged except for just cause. If there is disagreement over whether just cause exists, this question shall properly be the subject of the grievance and arbitration procedure under Article III of this Agreement.

Section 9.2 A Teaching Assistant who has successfully completed two years of continuous service following appointment to this position shall not be disciplined or discharged except for just cause. If there is disagreement over whether just cause exists, this question shall



properly be the subject of the grievance and arbitration procedure under Article III of this Agreement, it being understood that Sections 3020 and 3020-a of the Education Law are hereby waived in their entirety and that the Article III procedures of this Agreement are substituted therefor. Each bargaining unit member who accepts the position of Teaching Assistant thereby elects Article III as a remedy in lieu of Section 3020-a.

Section 9.3 This Article shall not affect the rights of Teaching Assistants under other provisions of the Education Law.

#### ARTICLE X - MISCELLANEOUS PROVISIONS

Section 10.1 Modification of Agreement 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 acting through the Superintendent of Schools and the President of the Association in a written and signed amendment to the Agreement.

Section 10.2 Agreement Superseding This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its express terms.

Section 10.3 Savings Clause If any provision of this Agreement or any application of the Agreement shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

Section 10.4 Duplication Copies of this Agreement shall be duplicated and distributed to all unit members at the expense of the District.

#### ARTICLE XI - DURATION

Provisions of this Agreement shall become effective upon ratification and shall remain in full effect through June 30, 2016.

#### ARTICLE XII - LEGISLATIVE APPROVAL

Section 12.1 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 PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BE EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

#### ARTICLE XIII - SMOKE FREE FACILITIES

The parties agree that the District may adopt a policy to prohibit smoking in all of the

District's buildings, vehicles, facilities, grounds, and other property by all staff, faculty, students, and other persons.

ARTICLE XIV - LABOR MANAGEMENT COMMITTEE


The parties agree to create a joint Labor-Management Committee to discuss and work to solve common problems that affect working conditions. Each party shall have two representatives who will attend such meetings which will be scheduled at mutually agreeable times and dates, at a minimum of two meetings per year. The meetings will be scheduled, if practical, after regular working hours, except when mutually agreed by the parties to meet during working hours in which case the representatives will attend without loss of benefits or wages. The Committee shall address issues of mutual concern, including issues of health and safety, health insurance, and other issues affecting working conditions, but the Committee's discussions shall not constitute an opening of negotiations over issues covered by a collective bargaining agreement. In particular, in 2007 the parties agree to meet after ratification of the agreement to explore discussion about the hours per day for which Teaching Assistants are employed.

It is agreed that retroactive payments due as a result of the ratification and approval of this Agreement will be paid within four (4) months of the execution of this Agreement by representatives from both parties. It is also agreed that this retroactive payment shall be done as a separate check issued to the unit members.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 17<sup>th</sup> day of December, 2014.

SUPERINTENDENT OF SCHOOLS  
NEWARK CENTRAL SCHOOL DISTRICT

PRESIDENT OF NEWARK  
PARAPROFESSIONAL ASSOCIATION

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

MATTHEW L. COON  
\_\_\_\_\_  
Name (printed)

DEBORA BARRY  
\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (printed)





APPENDIX 2

CERTIFICATION PHYSICIAN FOR USE OF  
SICK LEAVE FOR FAMILY ILLNESS

Unit member's Name \_\_\_\_\_

Patient's Relationship to Unit member: \_\_\_\_\_

Does Patient have an acute health condition requiring hospitalization or confinement to home under a regimen of medical treatment? \_\_\_\_\_

Date condition commenced: \_\_\_\_\_

For the dates of leave requested, does the patient require the care of the unit member for medical (mental or physical) needs? \_\_\_\_\_

Is the unit member's care required for this patient? \_\_\_\_\_

Anticipated duration of condition requiring unit member's care: \_\_\_\_\_

Physician's Signature \_\_\_\_\_

Physician's Practice \_\_\_\_\_

Date: \_\_\_\_\_

[Leave under this provision will not be allowed intermittently or on a reduced schedule except by the discretion of the Superintendent, although leave according to the FMLA might qualify for intermittent leave or a reduced schedule.]

APPENDIX 3

NEWARK CENTRAL SCHOOL DISTRICT  
**NEW UNIT MEMBER**  
**PARAPROFESSIONAL PERFORMANCE REVIEW**  
**3 MONTH REVIEW**

Key: 1 – Satisfactory  
 2 – Need Improvement  
 3 – Unsatisfactory

PART I

SELF

SUPERVISOR

<b>Punctuality</b> Is on time and prepared for all duties and assignments.		
<b>Thoroughness/Dependability</b> Effectively organizes, completes and follows through with duties, tasks and assignments within a required time.		
<b>Safety</b> Is knowledgeable of and follows policies and procedures relating to safety.		
<b>Parent Conferences</b> Is a part of parent conferences and contribute pertinent information when requested by building principal.		
<b>Applies Effective Student Management Techniques</b> - Demonstrates knowledge and effective skills in managing student behavior. - Consistently carries out rules and procedures in managing student behavior.		
<b>Confidentiality</b> Maintains confidentiality concerning students and staff information in regard to school matters (students names, personal information, specific incidents).		
<b>Communication Skills</b> Demonstrates effective listening, speaks clearly and calmly, is easily understood.		
<b>Job Knowledge and Skills</b> Applies knowledge, technical ability and skills on the job, including those skills listed		

in the job description.

NEWARK CENTRAL SCHOOL DISTRICT  
PARAPROFESSIONAL PERFORMANCE REVIEW

Key: 1 – Satisfactory  
2 – Need Improvement  
3 – Unsatisfactory

PART I

SUPERVISOR

<b>Thoroughness/Dependability</b> Effectively organizes, completes and follows through with duties, tasks and assignments within a required time.	
<b>Safety</b> Is knowledgeable of and follows policies and procedures relating to safety.	
<b>Parent Conferences</b> Is a part of parent conferences and contribute pertinent information when requested by building principal.	
<b>Applies Effective Student Management Techniques</b> - Demonstrates knowledge and effective skills in managing student behavior. - Consistently carries out rules and procedures in managing student behavior.	
<b>Confidentiality</b> Maintains confidentiality concerning students and staff information in regard to school matters (students names, personal information, specific incidents).	
<b>Communication Skills</b> Demonstrates effective listening, speaks clearly and calmly, is easily understood.	
<b>Job Knowledge and Skills</b> Applies knowledge, technical ability and skills on the job, including those skills listed in the job description.	

NEWARK CENTRAL SCHOOL DISTRICT  
**PROFESSIONAL ANNUAL PERFORMANCE REVIEW**  
**TO BE USED WHEN APPLICABLE**

**1. Skills to be improved.**

**2. Methods to achieve.**

**3. Measurement and time schedule.**



NEWARK CENTRAL SCHOOL DISTRICT  
**PARAPROFESSIONAL ANNUAL PERFORMANCE REVIEW**  
**PART II – NON-INSTRUCTIONAL NARRATIVE**  
**POTENTIAL AREAS OF PERFORMANCE REVIEW**

- \* Works cooperatively with colleagues and promotes a positive working environment.
  - demonstrates a positive, supportive and nonjudgmental attitude toward students, parents and school personnel
  - demonstrates positive attitude in the completion and performance of assigned tasks

APPENDIX 4

NEWARK CENTRAL SCHOOL DISTRICT  
PARAPROFESSIONAL ASSOCIATION  
SICK LEAVE BANK REQUEST FORM

Unit member's Name: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Position: \_\_\_\_\_

Building: \_\_\_\_\_

Dates of Absence to be covered by Sick Bank:

\_\_\_\_\_

Reason: \_\_\_\_\_

(Doctor Statement To Be Attached)

Signature of Unit member \_\_\_\_\_

Signature of NPA President \_\_\_\_\_

District Approval \_\_\_\_\_

PLEASE RETURN FORM TO THE PERSONNEL OFFICE

APPENDIX 5

NEWARK PARAPROFESSIONAL ASSOCIATION

GRIEVANCE FORM

NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

LOCATION: \_\_\_\_\_

Nature of the Grievance:

Remedy Sought:

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

MEMORANDUM OF AGREEMENT

The parties have agreed to this memorandum of understanding to clarify the intent of the language of Section 4.7 as it applies to retiree health insurance coverage. It is understood that unit members who qualified for and enrolled in health insurance coverage while employed by the District, and who then retire with such coverage, and who have the opportunity as a retiree to take health insurance coverage for another source (such as a spouse), may return to the coverage they had under the District's plan (to the extent and under the conditions set forth in Section 4.7, if the opportunity for coverage from another source is subsequently lost.

Dated: , 2007

FOR THE NEWARK PARAPROFESSIONAL  
ASSOCIATION:

FOR THE NEWARK CENTRAL  
SCHOOL DISTRICT:

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