

# **AGREEMENT**

*Between The*

**ASSOCIATION OF VESTAL SCHOOL  
PARAPROFESSIONALS**

*And The*

**SUPERINTENDENT OF SCHOOLS  
VESTAL CENTRAL SCHOOL DISTRICT**



**July 1, 2022 through June 30, 2025**

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## **PREAMBLE**

### **PUBLIC EMPLOYEES FAIR EMPLOYMENT LAW Article 14 of the Civil Service Law**

S 204-a. Agreements between public employers and employee organizations.

1. Any written agreement between a public employer and an employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in such agreement.

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

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## **ARTICLE 1 - RECOGNITION**

The Board of Education of the Vestal Central School District hereby recognizes the Association of Vestal School Paraprofessionals as the exclusive bargaining agent for all employees of the School District serving in the Broome County Department of Civil Service Title of Teacher Aide and appointed by the Vestal Central School District Board of Education to the position of Teacher Aide.

## **ARTICLE 2 - APPOINTMENT**

Appointments to positions on the Paraprofessional Staff are made by recommendation of the Superintendent of Schools and official action of the Board of Education. Appointees shall be notified of such action in writing.

- A. Notice of a vacancy for a position shall be posted in each building, at least one (1) week prior to the date it is to be filled.

Employees interested in posted vacancies or potential vacancies shall submit (a) letter(s) of interest to the Personnel Office specifying interest. Employees are welcome to inquire about the status of posted vacancies by contacting the Personnel Office.

- B. The District will give two (2) weeks' notification upon abolishment of a position within the Paraprofessional unit.
- C. Members of the Paraprofessional unit will give the District two (2) weeks' notice prior to termination of employment.

## ARTICLE 3 - CONDITIONS OF EMPLOYMENT

Work period for full-time Paraprofessional personnel should not exceed thirty-five (35) hours per week for a two hundred (200) day year, exclusive of lunch periods.

- A. Part-time employees shall work on an hourly basis as required by the school calendar and Administrative directive.
- B. It is recognized that circumstances make it desirable to employ personnel on a regular basis for a work period of less duration than that normally established. When such employment takes place, the benefits provided for by this Agreement will be applied by the Administration on the basis of the terms in Article 3. G.
- C. **Full-time Paraprofessionals will have a workday of seven (7) hours (see example below).** Any time beyond the seven (7) hours must be either paid time or compensatory time. The workday for a full-time seven (7) hour employee will also have a thirty (30) minute duty free unpaid lunch plus two (2) fifteen (15) minute breaks. The two (2) breaks are a part of the seven (7) hours. The supervisor and the employee can mutually agree to schedule and/or combine one (1) or both of the breaks with the lunch hour.

Paraprofessionals scheduled for three and one-half (3.5) hours or more, but less than full-time, shall have one (1) paid fifteen (15) minute break. The break is part of the three and one-half (3.5) hour schedule.

Example:	Start Time	8:00 a.m.
	Lunch	11:30 a.m. to 12:00 noon
	End Time	3:30 p.m.

- D. Employees who work beyond their normally assigned workday will be reimbursed at their current hourly rate or provided with compensatory time. Hours above thirty-five (35), but less than forty (40) per week, will be paid at straight time. Hours worked over forty (40) per week will be paid, or compensatory time will be earned, at the rate of one and one-half (1.5). Employees who work during the summer will be reimbursed at the rate agreed to in Article 14 or provided with compensatory time.
- E. Compensatory Time

Compensatory time (overtime) will first require prior approval from the Superintendent, or the Superintendent's designee.

The employee and supervisor will account for all compensatory time earned, the rate, and when it was taken. Requests by the employee to use accrued compensatory time must go to the immediate supervisor for approval. When compensatory time is approved, the supervisor will document the date and times worked and the amount of compensatory time accrued. This document will be forwarded to the District's personnel office, on a payroll basis, which shall maintain all official compensatory time records.

Use of the accrued compensatory time must be permitted within a “reasonable period” after the request has been made. Employees will not be allowed to carry compensatory time beyond June 15 of any year unless specific arrangements are agreed to by the supervisor and the employee for the use of the time by June 30. If accrued compensatory time remains at that time, the District will pay the employee at the rate the time was earned (straight or overtime). Employees who resign or retire and have accrued compensatory time will be paid at the rate the time was earned. The use of compensatory time must be documented and reported to the District personnel office.

**F. Flexible Time**

Flexible or flex time is defined as an adjustment in an employee’s daily or weekly work schedule. This can be done by starting and ending the day either earlier or later and/or by starting and ending the workweek earlier or later.

An employee wishing to have such a change must seek approval of his/her supervisor. Any such arrangement must be mutually agreed to between the supervisor and employee.

**G. For full-time and part-time Paraprofessionals**, there is a graduated system of paid leave, Conference Day and holiday benefits per year based upon the number of regularly assigned hours of work per week. The schedule is:

	15-18.9 Hours Per Week	19-24.9 Hours Per Week	25-34.9 Hours Per Week	35 (Full-Time) Hours Per Week
Personal Illness	4	6	10	10
Family Illness	1	2	4	5
Personal Business	1	1	2	2
Legal	1	1	2	2
Holiday	1	3	6	6
Superintendent Conference Days*	2 or 3	2 or 3	2 or 3	2 or 3

\* Number established by calendar adopted by Board of Education.

For the 2022-2025 contract, the holidays stipulated above will be:

15-18.9 Hours Per Week – Christmas

19-24.9 Hours Per Week –

Thanksgiving, Christmas, New Year’s

25-34.9 Hours Per Week –

Thanksgiving, day after Thanksgiving, Christmas, New Year’s, President’s Day, Memorial Day

When a Paraprofessional’s assigned weekly work schedule is changed to one with a different number of paid leave, Conference Day, and holiday benefits, such benefits shall be prorated to reflect the change.

Part-time Paraprofessionals who are assigned fifteen (15) hours through thirty-four and nine-tenths (34.9) hours of work per week will be paid on an annual contract basis. For the purpose of computing an annual contract salary, the full work year for a part-time Paraprofessional is one hundred eighty-seven (187) workdays where a day is defined as the number of assigned hours of work per week divided by five (5). The number of paid days in the annual contract salary will be determined as follows:

For Paraprofessionals assigned 15-18.9 hours per week:

One hundred eighty-eight (188) paid days

(187 workdays includes Superintendent's Conference Days, plus 1 holiday)

For Paraprofessionals assigned 19-24.9 hours per week:

One hundred ninety (190) paid days

(187 workdays includes Superintendent's Conference Days, plus 3 holidays)

For Paraprofessionals assigned 25-34.9 hours per week:

One hundred ninety-three (193) paid days

(187 workdays includes Superintendent's Conference Days, plus 6 holidays)

A day is defined as the number of assigned hours per week divided by five (5).

Conditions for the use of paid leave for part-time Paraprofessionals are contained in Article 6 – Sick Leave, Article 8 – Family Illness Leave, Article 11 – Personal Day, and Article 13 – Bereavement.

The number of hours of required attendance at the Superintendent's Conference Days shall be equal to the number of assigned hours of work per week divided by five (5). Additional hours of required attendance will be paid at the employees' current hourly rate.

Paraprofessionals scheduled to work on the Superintendent's Conference Day preceding the first day of student attendance shall receive appropriate preparation time in anticipation of the first day of student attendance. The amount of preparation time, if any, shall be determined by the Administration.

Superintendent conference days and early release days are workdays where attendance is mandatory. Members may request the use of a benefit day on Superintendent conference days or early release days. Leave requests, including personal and Legal days will be reviewed for extenuating circumstances by the Superintendent's office or the Superintendent's Designee.

The Personnel Office will be requesting proper documentation to substantiate the use of any type of benefit day immediately before or immediately after days when school is not in session. All such leave requests will be reviewed by the Superintendent's office or the Superintendent's Designee.

- H. Employees assigned less than fifteen (15) hours of work per week receive no paid leave or holiday benefits with the exception of Article 7 – Sick Leave Bank.
- I. In the event that student attendance is not required on the last day identified in the school calendar, Paraprofessionals shall be authorized to leave work in accordance with the times established for members of the teacher bargaining unit. Such times shall be established by the Administration. This provision shall not prohibit an employee and supervisor from employing the provisions in Article 3. E. and Article 3. F.

#### **ARTICLE 4 - HOLIDAYS**

Holidays shall be determined by the school calendar for teachers adopted by the Board of Education. Full-time Paraprofessional employees will receive benefit of those days designated “Legal Holidays” and “Other Paid Days” without loss of salary for those days which fall between August 15 and June 30. Holiday pay shall equal the daily rate of pay.

The Personnel Office will be requesting proper documentation to substantiate the use of any type of benefit day immediately before or immediately after days when school is not in session. All such leave requests will be reviewed by the Superintendent’s office or the Superintendent’s Designee.

#### **ARTICLE 5 - RESPONSIBILITIES**

Work schedules for all Paraprofessionals shall be established by the Building Principal.

Employees may appeal their job title determinations. Such appeals shall be made to the President or designee, and the Superintendent or designee. If an appeal results in a change in title, the employee shall receive the appropriate salary adjustment and move to the appropriate seniority area.

The Administrator is responsible for determining whether coverage is necessary when Paraprofessionals are absent.

Paraprofessionals shall not be required to work on any day that the Vestal Schools are closed to students and teachers due to the inclement weather or other conditions.

#### **ARTICLE 6 - PERSONAL ILLNESS LEAVE**

Personal Illness leave of ten (10) working days, without loss of pay, shall be granted to full-time Paraprofessionals.

Personal Illness leave shall be cumulative to one hundred fifty-five (155) days. The length of each Personal Illness leave day shall equal the length of the working day.

Personal Illness leave is intended for use by the employee in the event of personal illness or temporary disability as determined by a physician. Satisfactory proof of illness will be presented to the Administration on request.

Each Paraprofessional employee will receive notice of his/her accumulated Personal Illness leave at the beginning of each school year.

Bargaining unit members may convert unused Personal Illness days into service credit for pension purposes in accordance with Employees' Retirement System option 41(J).

\*If an AVSP member is absent from work and has exhausted all Personal Illness and Family illness days during any given school year, the employee will be docked pay for the day including the cost of their daily health insurance rate. Employees will continue to be docked pay and be charged for the cost of the daily health insurance rate for each day that they are absent and on an unapproved unpaid day. Only full day unpaid absences will be subject to the charge of the daily health insurance rate. If the employee participates in the Insurance Alternative option, the District will prorate the total amount payable based on the number of unpaid days. Approved unpaid leaves are exempt from the daily health insurance charge. Approved unpaid leaves are exempt from the proration of the Insurance alternative.\*

## **ARTICLE 7 - SICK LEAVE BANK**

A Sick Leave Bank will be established by the parties as follows:

### **A. Joining the Bank**

All employees in the unit are members of the Sick Leave Bank, unless a "Sick Leave Bank Refusal" form is submitted to personnel prior to receipt of the first paycheck. Members of the Bank must initially donate one (1) sick day. The District will donate one (1) day per year for each employee in the bargaining unit. Thereafter, the employee will donate one (1) day per year. An employee who chooses not to join at the first opportunity will be allowed to join any September and will be required to donate a number of sick days equal to that which would have been placed in the Bank had the employee joined at his/her first opportunity to join. Additionally, this employee, who chose not to join at the first opportunity, will not be eligible to access the Bank for one (1) year after joining. The parties, by mutual agreement, may agree to freeze donations.

### **B. Eligibility to Use the Bank**

1. The employee must have worked in the District for a period of one (1) year to be eligible to use the Bank.
2. The employee must exhaust all Personal Illness leave days.



3. The employee must be out of work for a period of at least ten (10) continuous days, paid or unpaid. In cases where there is a chronic illness or where ongoing treatment causes continuing absence after the person returns to work, the ten (10) consecutive day rule can be waived.
4. The employee will be paid retroactive to the first day of unpaid absence.
5. The employee must present the District with a note from his/her doctor as to the reason for the absence and the anticipated return date.
6. The District may, at its expense, ask the employee to see a District-appointed doctor.
7. The maximum number of days that can be used is sixty (60) days.
8. The Bank may not be used for elective surgery which could be performed at a time when school is not in session.
9. Under extenuating circumstances, additional sick bank days may be considered by the Superintendent for approval. The final decision will be at the Superintendent's discretion and shall not be subject to appeal.

C. Applications to the Bank

All applications to withdraw days from the Bank should be on the appropriate Sick Leave Bank Request Form which can be obtained from the Personnel Office. All applications will be reviewed by the Superintendent and the President of the Association, or their designees, and they will process the approved applications to payroll.

D. Repayment of Days Borrowed

Unit members who borrow days from the Bank will be required to repay them to the Bank. At the beginning of each school year, they will be required to repay the equivalent of one-half (1/2) of the remaining days from the newly credited days for that year. Such payments will continue until the debt is repaid or the unit member leaves the District, at which time the debt would be forgiven.

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ASSOCIATION OF VESTAL SCHOOL PARAPROFESSIONALS (AVSP)  
SICK LEAVE BANK REFUSAL FORM  
Sample For Illustration ONLY: Request Form From Personnel

The undersigned hereby declines membership in the AVSP Sick Leave Bank.

I understand that if I do not join now, I will be subject to future waiting periods and deduction of sick days as required by the Agreement.

\_\_\_\_\_  
*Signature, AVSP Representative*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Employee's Signature*

\_\_\_\_\_  
*Date*

Return to Personnel prior to first paycheck

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ASSOCIATION OF VESTAL SCHOOL PARAPROFESSIONALS (AVSP)  
SICK LEAVE BANK REQUEST FORM  
Sample For Illustration ONLY: Request Form From Personnel

Name \_\_\_\_\_

Building \_\_\_\_\_

Date \_\_\_\_\_

I am requesting \_\_\_\_\_ days from the Sick Leave Bank. Please find attached a letter from my doctor explaining my medical situation, prognosis, and an estimated or anticipated date of return (if possible to give at this time).

PLEASE RETURN TO THE PERSONNEL OFFICE  
DO NOT WRITE BELOW THIS LINE

-- FOR OFFICE USE ONLY --

Date of last sick day \_\_\_\_\_

Number of days of continuous absence \_\_\_\_\_ (or same illness if chronic)

Notes of any action needed:

## ARTICLE 8 - FAMILY ILLNESS LEAVE

Full-time Paraprofessional employees shall be granted leave, without loss of pay, because of illness in the immediate family at the rate of five (5) days per year, cumulative to eight (8) days.

For family illness leave, the immediate family includes the spouse, child, parent, parent-in-law, grandparent, grandchild, brother or sister, or any individual who lives in the employee's household.

Satisfactory proof of family illness will be presented to the Administration on request for the first five (5) days of family illness leave used in any school year. However, use of a sixth (6<sup>th</sup>), seventh (7<sup>th</sup>), or eighth (8<sup>th</sup>) day shall be requested in advance from the Building Principal and proof of need shall be supplied within one (1) working day after the sixth (6<sup>th</sup>), seventh (7<sup>th</sup>), or eighth (8<sup>th</sup>) leave day.

Should any member of the bargaining unit use all of the available family illness days and have additional family illness, he/she shall be granted up to an additional five (5) days per annum chargeable to his/her accumulated Personal Illness leave subject to providing satisfactory proof of necessity to the Superintendent for approval.

Should any member of the bargaining unit use all of the available family illness days of the preceding paragraphs and have additional family illness, he/she may apply for additional days from the Superintendent. The Superintendent may grant more family illness days which would be chargeable to the employee's accumulated Personal Illness leave. The Superintendent may ask for medical verification of the family illness. This paragraph is not subject to the grievance procedure established pursuant to this contract.

## **ARTICLE 9 – ABSENCE FOR LEGAL COMMITMENTS AND TRANSACTIONS**

A non-cumulative leave allowance of two (2) days per year, not deducted from sick leave, shall be available to unit members for legal commitments and transactions.

The term “legal commitments and transactions” refers to a matter which cannot be performed at any other time and which pertains to financial, business or educational institutional matters of the employee involved.

Supervisory approval is necessary for all such leaves and shall be requested at least twenty-four (24) hours in advance (see Form AVSP Article 9). Submission of supporting documentation may be required by the District upon request.

Leave granted for these purposes or contained herein may not be extended by any other provision of the contract whether that leave be paid or not.

The parties understand and agree that leave under this section of the agreement shall not be used by unit members to participate in activities which would result in additional remuneration or economic gain for the employee. Examples of prohibited activities include conferences, conventions, and seminars during which the employee receives direct compensation, honorariums, or any other form of economic gain.

**Vestal Central Schools**  
**REQUEST FOR LEGAL COMMITMENTS AND TRANSACTIONS LEAVE**

I request \_\_\_\_\_ day(s) leave of absence with pay on \_\_\_\_\_ under AVSP Article 9 (Legal Commitments and Transactions). I certify that the reason for my absence is one of the following. *(Please circle appropriate reason):*

1. Appearance/meeting required by an insurance company, bank *(other than Reason No. 2)*
2. House closing/purchases. *(Not house-hunting)*
3. Appointment with an attorney *(other than Reason No. 2)*
4. College transaction/travel/registration/graduation
5. Appearance/Meeting required of a Federal, State or Local agency, e.g., social security, motor vehicle
6. Retirement System matter
7. Appearance in court
8. Commercial transaction such as acquiring non-primary residential property
9. Parent-Teacher conference for unit member's child or dependent
10. Elementary or secondary promotion or graduation ceremony

\_\_\_\_\_  
(Employee's Signature)

\_\_\_\_\_  
(Date)

*(To be completed by immediate supervisor or AS/FOP as applicable.)*

I have reviewed this request and the request is in appropriate form and complies with the provisions of Article 9

\_\_\_\_\_  
(Supervisor's Signature)

\_\_\_\_\_  
(Date)

Original - Supervisor

Copy - Employee

**ARTICLE 10 - UNPAID LEAVE OF ABSENCE**

The Superintendent of Schools may recommend to the Board of Education that a leave of absence without compensation not to exceed one (1) year be granted a full-time employee upon receipt of written notification from the employee to the Superintendent, provided such leave does not injure the program of the District. Additionally, this leave may be taken for educational purposes so long as the program of studies is related to the employee's present position or another position within the District. The employee requesting the leave shall have worked for the District for three (3) years in a full-time capacity.

The length of service requirement may be waived if leaves are granted for reasons of health, personal hardship, or child rearing. Salary increments, retirement credit, and similar cumulative benefits will not be earned by an employee on leave of absence.

An unpaid short-term leave, not intended to exceed five (5) days per year, may be granted by the Superintendent upon written request. In unique circumstances, unpaid short-term leave may be extended beyond the five (5) days to ten (10) days. Such extensions will be requested in writing and approved or denied by the Assistant Superintendent for Finance, Operation and Personnel, whose decision shall not be subject to appeal.

Leave granted under this Article shall not include, among other things, leaves for recreational activities, vacation time, or any other activity or item that could be accomplished during non-working time.

## **ARTICLE 11 - PERSONAL BUSINESS DAYS**

Two (2) personal days may be used by full -time unit members for personal business. Such leave shall be requested in writing at least twenty-four (24) hours in advance and approval of the Building Principal is necessary. In an emergency situation, the twenty-four (24) hour advance notice may be waived, but approval of the Building Principal is still necessary. The reason for the emergency request shall then be submitted to the Building Principal in writing by the Paraprofessional within two (2) working days after taking such leave. The final decision on approval or denial will come from central administration by the Superintendent, or Superintendent's designee, whose decision shall not be subject to appeal.

Leave granted under this Article shall not include, among other things, leaves for recreational activities, vacation time, or any other activity or item that could be accomplished during non-working time.

The parties understand and agree that leave under this Section of the agreement shall not be used by unit members to participate in activities which would result in additional remuneration or economic gain for the employee. Examples of prohibited activities include conferences, conventions, and seminars during which the employee receives direct compensation, honorariums, or any other form of economic gain.

If the personal days are not used, they will be added to the accumulated sick leave, provided the maximum number of days allowed for accumulation has not been reached.

## **ARTICLE 12 - JURY DUTY**

School employees are urged to fulfill their civic obligation in cases of jury duty. The difference between any compensation received and the regular pay of the employee within the District shall be made up by the District. No maximum limit is set in cases of jury duty.

## **ARTICLE 13 - BEREAVEMENT AND FUNERAL LEAVE**

In accordance with Article 3. G., absences without penalty will be available to Paraprofessional employees in cases of death in the immediate family in the amount of up to four (4) days per event.

For bereavement and funeral leave, the immediate family includes the spouse, child, parent, parent-in-law, step-parent, step-children, grandparent, grandchild, brother or sister, brother or sister-in-law, or any individual who lives in the employee's household. Satisfactory proof of bereavement will be submitted to the Administration on request.

Funeral leave of one (1) day may be granted upon written application by the employee to the Superintendent of Schools for deaths outside the immediate family. The Superintendent's decision shall not be subject to appeal or the grievance and arbitration procedures in this agreement.

## ARTICLE 14 - SALARY ADJUSTMENTS

### A. Annual

Base salary adjustments for all full and part-time employees shall be in accordance with the table below. All current and past employees shall receive their adjustments effective to July 1 for fiscal years 2022-2023 through 2024-2025 for all time worked within this time period. \*

YEAR	PER HOUR SALARY INCREASE
2022-2023	\$1.25
2023-2024	\$0.90
2024-2025	\$0.80
2025-2026*	\$0.75
*Association option for one-year extension	

\*Additional salary adjustments may be applicable under the  
NYS Minimum Wage Law currently effective January 2023-January 2025

### Career Increment

For fiscal years 2022-2023 through 2024-2025, career increments shall be implemented in accordance with the schedule below and shall become part of the base salary on the September 1 following the date the employee begins the fifth, tenth, fifteenth, twentieth, or twenty-fifth year of service. Career increments shall only be added to base salary once.

New career increments shall be implemented in accordance with the schedule below. Employees with a date of hire from January 1 through September 30 shall have career increments added to the base salary effective September 1. Employees with a date of hire from October 1 through December 31 shall have career increments added to the base salary effective February 1. Career increments shall only be added to base salary once.

Commencement of 5<sup>th</sup> Year.... one hundred seventy-five dollars (\$175.00)

Commencement of 10<sup>th</sup> Year... three hundred dollars (\$300.00)

Commencement of 15<sup>th</sup> Year.....three hundred twenty-five dollars (\$325.00)

Commencement of 20<sup>th</sup> Year.....three hundred fifty dollars (\$350.00)

Commencement of 25<sup>th</sup> Year.....four hundred fifty dollars (\$400.00)

### Fiscal Year 2022-2023 Base Salary adjustments

A one-time addition to base pay for years of service in the AVSP bargaining unit will be implemented according to the below table.

<u>Years of Service in AVSP</u>	<u>Full Time Status- 35 hours</u>	<u>Part time Status 15-34.9 hours</u>
0 to less than 10 years	\$0.00	\$0.00
Greater than 10 to less than 15 years	\$400.00	\$200.00
Greater than 15 to less than 20 years	\$800.00	\$400.00
Greater than 20 years	\$1,200.00	\$600.00

B. Entry Level Salaries

YEAR	ENTRY LEVEL TEACHER AIDE
2022-2023	\$14.45
2023-2024	\$15.30
2024-2025	\$16.10
2025-2026*	\$16.85
*Association option for one-year extension	

\*Additional salary adjustments may be applicable under the NYS Minimum Wage Law currently effective January 2023-January 2025.

C. Contract Paraprofessionals shall have the option of twenty-one (21) or twenty-six (26) pays. Selection of the desired pay option shall be made on a separate form and shall be administered in accordance with IRS guidelines.

D. Paraprofessional unit members who work fifteen (15) hours or more shall be compensated by a single lump sum at the rate of forty dollars (\$40) for each semester credit hour or course work taken at an accredited college or university. Payment shall only be made when all of the following occur:

1. The course is job-related,
2. The course is approved in advance by the Assistant Superintendent for Instruction, and
3. The course is successfully completed as evidenced by official transcript.

The lump sum payments shall be granted on or about June 1.

A sum of two thousand dollars (\$2,000) shall be available for the above awards. If the two thousand dollars (\$2,000) available is exceeded by the amounts earned, the rate of payment for each semester hour shall be appropriately reduced so that the two thousand dollars (\$2,000) sum is not exceeded.

E. The Superintendent of Schools or his/her designee will issue a "Notice of Salary" by September 30 when possible.

F. Substitute Work

Individuals who substitute for other members of the unit before or after their normal workday will be reimbursed at their normal rate of pay.

Individuals who substitute outside of their unit in an alternate pay classification will be reimbursed the difference between that rate of pay and the employee's rate of pay unless the alternate pay rate is lower, in which case the individual shall receive the employee's regular rate of pay.

All individuals who substitute in either situation above realize that they are responsible for making sure that accurate time sheets are turned into the Building Principal on a timely basis.

G. Post-Secondary Education Adjustment

Post-secondary education adjustments shall be implemented for existing employees in accordance with the schedule below and shall become part of the base salary in accordance with the payment schedule below given that the employees completed approved course work is in accordance with Article 14. C. The benefit shall also be available to new staff upon proof of completed post-secondary education course work verified by an official transcript from an accredited college or university and meeting the criteria stated in Article 14. C. (1) and Article 14. C. (3). Official transcripts must be submitted no later than one (1) month from date of hire or if earned during employment, must be submitted within one month from time earned. Adjustments shall only be added to a salary once.

Schedule of Adjustments

Completion of first block of fifteen (15) hours.....	one hundred dollars (\$100)
Completion of second block of fifteen (15) hours.....	one hundred dollars (\$100)
Completion of third block of fifteen (15) hours.....	one hundred dollars (\$100)
Completion of fourth block of fifteen (15) hours.....	one hundred dollars (\$100)
Completion of Associate Degree .....	one hundred dollars (\$100)
Completion of Bachelor's degree .....	two hundred dollars (\$200)

Payment for educational credits for existing employees will be based on the following:

A. Full Payment

To receive full compensation for educational credits an employee must provide the District with Official transcripts no later than September 1<sup>st</sup>.

B. Partial Payment

One half of the compensation for educational credits will be granted if the District is provided the Official transcripts by February 1<sup>st</sup>. The remaining portion of the compensation will be processed the following September.

H. Additional Duties

Toileting

- Administrator assigns one full time paraprofessional to each student (no substitute):
  - September – January \$500.00- paid in installments with regular paycheck.
  - February – June \$500.00- paid in installments with regular paycheck.
- Yearly negotiated
- Non-grievable



- 8:1:1 or 12:1:1 student as per IEP
- Prorated

#### Service Animal Aide

- Administrator assigns one full time paraprofessional (no substitute):
  - September – January \$500.00- paid in installments with regular paycheck.
  - February – June \$500.00- paid in installments with regular paycheck.
- Yearly negotiated.
- Non - grievable
- Prorated

## ARTICLE 15 - INSURANCE

### A. Health Insurance

The District may, at its discretion, change the method of administration, as well as the carrier or become self-insured, without negotiations, as long as benefits currently provided are continued. But, if the District desires to become self-insured in relation to medical insurance, it shall notify the Paraprofessional unit sixty (60) calendar days before the effective date of such change and the Paraprofessional unit may, within ten (10) calendar days after such notification, advise in writing of its desire to commence negotiations on such change.

Effective July 1, 2017, all newly hired unit members electing health insurance coverage must elect the PPO H plan for the first five (5) consecutive years of service. After the completion of five (5) consecutive years of service, the unit members shall have the option to modify their election during the next open enrollment period. In the event that there is a break in service, the accumulated years of service shall reset.

### B. Premium Contributions

For fiscal years 2022-2023 through 2024-2025 the employee shall contribute premium contributions according to the chart below. \*

Year	Individual	Family
2022-2023	5.5%	7.5%
2023-2024	6.0%	8.0%
2024-2025	6.5%	8.0%
2025-2026*	7.0%	8.0%

\*2025-2026 Option for one-year extension.

### C. Prescription Co-Pay and Major Medical Deductibles

Classic Blue:

Prescription Drug Co-Pay \$2/\$10/\$25

Major Medical Deductibles \$50/\$150

PPO H:

Prescription Drug Co-Pay \$5/\$15/\$30

Major Medical Deductibles \$0 in network; \$250/\$750 out of network

D. Dental Insurance

The Board of Education shall pay the following percentage of the annual premium of the Dental Insurance plan in place in 1990 or its equivalent:

Individual..... one hundred percent (100%)  
Family ..... one hundred percent (100%)

E. Insurance Alternative

An individual who qualifies for Health Insurance may choose an alternative. The alternative will be one thousand dollars (\$1,000) which will be paid in the following manner:

December ..... five hundred dollars (\$500)  
May/June ..... five hundred dollars (\$500)

Individuals choosing this option may re-enroll in the Health Insurance plan in accordance with the terms of the Section 125 Cafeteria Plan/Flexible Benefits Program. If an individual re-enters the plan, the one-thousand-dollar (\$1,000) alternative will be prorated.

\*If an AVSP member is absent from work and has exhausted all Personal Illness and Family illness days during any given school year, the employee will be docked pay for the day including the cost of their daily health insurance rate. Employees will continue to be docked pay and be charged for the cost of the daily health insurance rate for each day that they are absent and on an unapproved unpaid day. Only full day unpaid absences will be subject to the charge of the daily health insurance rate. If the employee participates in the Insurance Alternative option, the District will prorate the total amount payable based on the number of unpaid days. Approved unpaid leaves are exempt from the daily health insurance charge. Approved unpaid leaves are exempt from the proration of the Insurance alternative. \*

F. Employees in this unit shall be invited to participate in the activities of any Insurance Committees established by the District and the Vestal Teachers' Association unit.

G. Section 125 Cafeteria Plan/Flexible Benefits Program

1. The District will pay the one (1) time setup fee which covers the cost of preparing a plan document and related expenses incurred by the Plan Administrator in setting up the plan.
2. Bargaining unit members participating in a Medical Care Reimbursement Account or a Dependent Care Reimbursement Account will pay the monthly administrative fee for these accounts.
3. Bargaining unit members participating in a Medical Care Reimbursement Account will be permitted to redirect up to one thousand dollars (\$1,000) into said account during a given plan year.

H. Supplemental Benefit

Upon retirement, retired unit members will be entitled to health insurance coverage pursuant to Board Resolution 5.5-14, adopted on October 27, 1987 and as may be amended by the Board of Education, if they meet the requirements of this regulation.

Please see attached Appendix A.

ARTICLE 16 - DUES DEDUCTION

- A. The District shall deduct dues from the salaries of members who sign the following Dues Deduction Authorization.

\*\*\*\*\*

Sample For Illustration ONLY: Request Form From Your Association

DUES DEDUCTION

I, \_\_\_\_\_, do hereby authorize the Vestal Central School Board to withhold from my salary and wages dues in the amount requested by the Paraprofessional Association in the manner and on the form agreed to by the Board and the Paraprofessional Association. I hereby release the Vestal Central School Board and its officials and agents from any responsibility concerning the use or application of said dues. This authorization shall be continuous while employed in this School District or until withdrawn by written notice to the Board.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Building

\_\_\_\_\_  
Social Security Number

Amounts as may be requested by the Paraprofessional Association.

|\_\_\_\_\_| State Affiliates

- B. The Association will provide the District with a list of membership by the first payroll each September.
- C. The Association agrees to save and hold harmless the District from all loss, expenses, damages (except punitive), costs and attorneys 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.
- D. The District and the Association agree to furnish to each other any information needed by either of them to fulfill the provisions of this Article.

## **ARTICLE 17 - EVALUATION**

### **A. Procedures**

1. Unless there are extenuating circumstances, Paraprofessionals shall receive their evaluation on or before the second Monday of June in school year.
2. In the event there is a problem and/or concern being addressed in the evaluation, the Paraprofessional shall receive the evaluation early enough to allow the Paraprofessional to meet with the evaluator prior to the end of the current school year, unless extenuating circumstances prohibit meeting before school is out. In such cases, the meeting will be scheduled during the summer or by September 30 of the following school year, unless there are extenuating circumstances.
3. Paraprofessionals must sign the written evaluation as an indication that he/she has received the written evaluation. The signature does not mean that the Paraprofessional agrees with the content of the evaluation. The Paraprofessional may choose to add a written statement to the evaluation to provide additional information or clarification, or to state agreement/disagreement. The Paraprofessional's written statement, along with the evaluation, will be placed in the official personnel file maintained by the District.

## **ARTICLE 18 - PERSONNEL FILES**

Paraprofessionals shall have one (1) official personnel file which shall be kept at the District Office and maintained under the following circumstances:

- A. A Paraprofessional shall have the right, upon request, to review contents of his/her official personnel file and to make copies of documents in it except for references and information obtained in the process of evaluating the employee for employment. A Paraprofessional shall be entitled to have a representative of the AVSP accompany him/her during such review. The cost of copies made by the Paraprofessional shall be borne exclusively by the Paraprofessional.
- B. No material, excluding references and information obtained in the process of evaluating the Paraprofessional for employment, which is derogatory to a Paraprofessional's conduct, service, character, or personality shall be placed in the files unless the Paraprofessional has had an opportunity to read, copy, and answer the material.
- C. No unsigned letter or material shall be placed in the Paraprofessional's personnel file.
- D. Nothing in this Article shall preclude the District from maintaining separate files as part of the normal course of business. Such files may contain copies of information which would be in the Paraprofessional's personnel file, like emergency contact information and work

schedules. At no time shall any disciplinary information be kept in files other than the official personnel file at the District Office unless the District is legally required to keep such documents in a separate file.

## ARTICLE 19 - GRIEVANCE PROCEDURE

### A. Purpose

It is the desired objective of the parties to encourage the prompt and informal resolution of complaints in relation to the provisions of this Agreement as they arise, and to provide recourse to orderly procedure for the satisfaction of such grievances.

### B. Definitions

1. *Grievance* as used in this Agreement is limited to a complaint or request of a grievant which involves the interpretation of application of, or compliance with, the provisions of this Agreement.
2. *"Grievant"* shall mean an employee, group of employees, or the Paraprofessionals Association.
3. *"Days"* shall mean workdays as designated on the current calendar.
4. *"Supervisor"* shall mean any certified administrator or administrative intern.

### C. Grievance Procedure

The grievant must state the provision of the Agreement which is the subject of the grievance at all levels of the procedure.

#### Level I – Informal Meeting

A grievance will first be discussed with the grievant's supervisor, with the objective of resolving the matter informally, at which time the grievant may:

1. Discuss the grievance personally, or
2. Request the Paraprofessional Association Representative to accompany him/her, or
3. Request the Paraprofessional Association Representative to act in his/her behalf.

Failure to present a grievance within fifteen (15) days after the occurrence of the claimed grievable event or of the grievant's first knowledge of that event shall result in a waiver of all rights involved.

Ten (10) days after the presentation of the grievance to the supervisor, he/she shall make a decision and communicate the decision and reasons therefore in writing to the grievant, to the Paraprofessional Association, and to the Superintendent of Schools.

#### Level II – Assistant Superintendent for Instruction’s Review

If the grievant is not satisfied with the decision arrived at under Level I, the grievant may within five (5) days file with the Clerk of the District requesting the Assistant Superintendent for Instruction or his/her designee to review the matter. Such appeal shall include, among other things, a summary of the grievance and a statement of why the determination of Level I was unsatisfactory.

The Assistant Superintendent for Instruction or his/her designee shall meet with the grievant and grievant’s representative (if the grievant desires a representative) at a time and place designated by the Assistant Superintendent for Instruction or his/her designee within ten (10) days after the presentation of the appropriate appeal documents to the Clerk’s Office. Such meeting shall be an attempt to resolve the grievance.

Within ten (10) days after such a meeting or meetings, the Assistant Superintendent for Instruction or his/her designee shall make a decision in writing setting forth his/her conclusions with respect to the grievance and setting forth his/her reasons for such conclusions. A copy of such decision shall be given to the grievant, the Paraprofessional Association, and the Clerk of the District.

#### Level III – Superintendent

If the grievant is not satisfied with the decision arrived at under Level II, the grievant may within five (5) days file with the Clerk of the District requesting the Superintendent to review the matter. Such appeal shall include, among other things, a summary of the grievance and a statement of why the determination at Level II was unsatisfactory.

The Superintendent shall meet with the grievant and grievant’s representative (if the grievant desires a representative) at a time and place designated by the Superintendent

within ten (10) days after the presentation of the appropriate appeal documents to the Clerk’s Office. Such meeting shall be an attempt to resolve the grievance.

Within ten (10) days after such a meeting or meetings, the Superintendent shall make a decision in writing setting forth his/her conclusions with respect to the grievance and setting forth his/her reasons for such conclusions. A copy of such decision shall be given to the grievant and the Paraprofessional Representative. There is no appeal of the Superintendent’s decision to the Board of Education.

## **ARTICLE 20 - THE ASSOCIATION DAYS**

The President or his/her designees shall be granted leave with pay in the amount of ten (10) working days per fiscal year to attend conferences or workshops. All requests for Presidential leave will be made by the President through the office of the Assistant Superintendent for Finance, Operation and Personnel.

## **ARTICLE 21 - WORKSHOP / TRAINING**

If workshops and training are approved by a Building Principal/Coordinator, then the employee will be paid at the employee's rate of pay, regardless of whether this work is during the academic year or over the summer.

## **ARTICLE 22 - SENIORITY, LAYOFF, AND RECALL**

The parties acknowledge that the District has the management right to make employment decisions and maintains the right to determine an employee's compatibility for an open position as outlined in paragraph F of this Article.

Subject to all applicable law, regulation, and rule, where the Board of Education abolishes a position covered by this Agreement, it shall do so in accordance with the following rules:

- A. The Board shall identify the title in which the position is abolished.
- B. The Board shall determine the employee having the least seniority in the title affected by the abolition.
- C. Should the individual so identified have seniority credit in the other title covered by the Collective Bargaining Agreement, the individual shall be transferred to the other title and shall be retained in such title if there is an employee having less seniority in such other title.
- D. Seniority shall be frozen for the period of time in which an employee is laid off and shall resume upon recall.
- E. An employee identified for layoff shall be placed on a preferred list for consideration of recall for a period not to exceed four (4) years. The four (4) year period shall commence with the effective date of the layoff. An employee placed upon a preferred list shall be removed at the conclusion of the four (4) year period, or in the event the employee is recalled and accepts a position, or in the event the employee declines to accept a recall appointment on two (2) occasions. Furthermore, the employee shall be removed from a preferred list in the event the employee separates from the District through resignation, retirement or as a result of disciplinary action which results in dismissal.

- F. Recall – Employees who have been laid off shall be recalled in order of greatest seniority provided that an employee’s experience, knowledge and work performance are compatible with the open position. The determination of compatibility shall be made by the District. As part of this determination, the District shall review the employee’s evaluations. In the event that the laid off employee’s experience, knowledge and work performance are not compatible with the open position, the District shall move to the next senior employee and repeat the review of compatibility. If the preferred list is exhausted, the District may hire a new employee. (Note: If any employee is not determined to be compatible and not selected, the employee shall be retained on the preferred list and considered for future recalls until such time that the four (4) years have expired, the employee accepts another position, the employee has declined to accept a recall appointment on two (2) occasions, or the employee separates from the District in accordance with Paragraph E.)
- G. The period of layoff shall not be considered a break in service for purposes of Health Insurance Benefits in retirement, Career Increments or the Early Notification Benefit.
- H. Employees recalled shall be paid at a rate determined by examining the rate of pay at the time of the layoff and adjusting the rate by whatever terms the parties had negotiated for salary adjustments during the time of the layoff. No retroactive compensation shall be paid for the time period beginning with the date of the layoff and concluding with the effective date of a recall appointment.

#### **ARTICLE 23 - ZIPPER CLAUSE**

This Agreement constitutes the entire Agreement between the District and the Paraprofessional unit. During its life, neither party will be obligated to collectively negotiate with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically covered in it. In reaching this Agreement, the District and the Paraprofessional unit have considered all matters lawfully subject to collective negotiations.

#### **ARTICLE 24 - SAVINGS CLAUSE**

If any provision of the Agreement or any application of the Agreement to any employee or group of employees 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 or applications shall continue in full force or effect.

#### **ARTICLE 26 - LABOR / MANAGEMENT**

Unit representatives and Administration will meet monthly, or as needed, to discuss employment and contractual matters.



## ARTICLE 27 - EARLY NOTIFICATION BENEFIT (ENB)

### Criteria for Early Notification Benefit (ENB)

- A. An employee, to become eligible, must notify the District in writing at least six (6) months prior to the date which the employee states as the date he/she is resigning for the purpose of retirement.
- B. The employee shall have a minimum of ten (10) consecutive (the consecutive requirement became effective July 1, 2006) years of service with the Vestal Central School District in a position(s) covered by this Collective Bargaining Agreement.
- C. The employee shall retire no later than the July 1, following the date he/she is eligible for a service retirement without penalty or diminishment as defined by the NYS ERS. Verification of the date of eligibility must be provided by the employee.

The District shall provide payment of the Early Notification Benefit (ENB) to eligible employees based on the following schedule:

<u>Regular Workday (Hours/Day)</u>	<u>Benefit</u>
<u>Full Time - 7 Hours/Day</u>	<u>\$3,000.00</u>
<u>Less than 7 Hours/Day</u>	<u>\$1,750.00</u>

- Service time does not include any approved/ unapproved leave
- Service time does not include leave or dismissal for discipline reasons
- Full time qualification is last 3 years at regular work hours at 7 hours per day

## ARTICLE 28 – RETIREE HEALTH INSURANCE

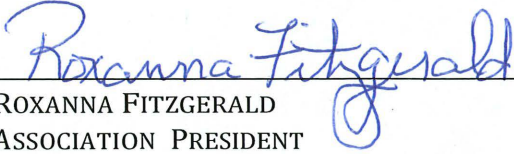
- A. AVSP Retirees are eligible to participate in a District-sponsored Medicare Advantage Plan at 100% cost to the Retiree.
- B. AVSP Member Spouses are eligible to participate in a District-sponsored Medicare Advantage Plan at 100% cost to the Retiree and spouse, provided that the Spouse was part of the AVSP family medical plan for the five (5) years preceding the Member's retirement.
- C. If the Spouse of an AVSP Retiree participates in the Medicare Advantage Plan and the Retiree passes away, the surviving spouse may continue participation in a District-sponsored Medicare Advantage Plan at 100% cost to the surviving Spouse.

## ARTICLE 29 – DURATION

This Agreement is effective July 1, 2022 and shall continue in full force and effect through June 30, 2025. The Association will have the option to extend the agreement under the terms contained herein, for one additional year, expiring on June 30, 2026.

VESTAL CENTRAL SCHOOL DISTRICT  
Vestal, New York

FOR THE ASSOCIATION OF VESTAL SCHOOL PARAPROFESSIONALS


  
\_\_\_\_\_  
ROXANNA FITZGERALD  
ASSOCIATION PRESIDENT

4/7/2023  
\_\_\_\_\_  
DATE

Date of Association Ratification


Thursday, August 18, 2022

FOR THE VESTAL CENTRAL SCHOOL DISTRICT

  
\_\_\_\_\_  
JEFFREY J. AHEARN  
SUPERINTENDENT OF SCHOOLS

4/17/23  
\_\_\_\_\_  
DATE

Resolution of the Board of Education of Vestal Central School District implementing subject Agreement where needed and providing the necessary funds therefore was passed on August 23, 2022.

  
\_\_\_\_\_  
MICHELLE R. LEWIS  
DISTRICT CLERK

4/17/23  
\_\_\_\_\_  
DATE

## APPENDIX A

Vestal Central Schools  
Board of Education Resolutions  
Professional Personnel

RES. 5.5-14  
Page 1 of 2

### 5.5 COMPENSATION AND RELATED BENEFITS

#### 5.5-14 Eligibility of Retirees for Benefits

##### Eligibility:

An employee of the Vestal Central School District will become eligible for benefits as a retiree if he/she meets the following criteria:

1. Has completed ten consecutive years of service in the Vestal Central School District immediately prior to retirement and has not been terminated as an employee by the District.
2. Has completed a minimum of ten years of service in the Vestal Central School District and has been eligible to receive full insurance benefits as stipulated by the appropriate employee contract during at least ten years of his/her employment.
3. Is eligible for retirement under the criteria established by the Employees Retirement System or Teachers Retirement System. (Note: An employee does not have to have joined the appropriate retirement system to be eligible to retire from the Vestal Central School District.)

#### BENEFITS FOR RETIREES OF THE VESTAL CENTRAL SCHOOL DISTRICT

1. Health Insurance
  - a. 50% of the cost of a District determined individual health plan will be paid by the District.
  - b. 35% of the cost of a District determined family health plan will be paid by the District.
2. Dental Insurance
  - a. A retiree may enroll in a District determined Dental Plan as an individual or family subscriber. The appropriate premium of this plan will be paid by the retiree.
3. Death Benefit
  - a. If a retiree receiving benefits dies, the spouse of the retiree will have the option of purchasing the health and/or dental insurance. The total cost of the insurance will be paid by the surviving spouse.

Participation in the above retirement benefits program will be terminated by the Vestal Central School District when a payment for insurance is thirty (30) calendar days overdue.

##### Grandfather Clause:

All retirees of the Vestal Central School District who are presently receiving benefits as of 10/1/87 shall be allowed to continue to receive the benefits of retirees.

Resolution Adopted 10/27/87

Medicare Benefits

The Vestal Central School District will reimburse the cost of Medicare payments to qualified retirees at the following rates:

- a. Eligible individuals who retired or who have had their retirement accepted by the Board of Education of the Vestal Central School District prior to July 1, 1988 will receive reimbursement for Medicare costs not to exceed \$31.90 per month, through and including December 31, 1989 per retiree and per eligible spouse.
- b. Eligible individuals who retire from the Vestal Central School District after July 1, 1988 will receive reimbursement for Medicare costs not to exceed \$24.80 per month per retiree and per eligible spouse.

Resolution Amended 12/27/88 follows:

RESOLVED, that the Board of Education amend resolution 5.5-14, Medicare Benefits to read as

The Vestal Central School District will reimburse the cost of Medicare payments to qualified retirees at the following rates:

- a. Eligible individuals who retire or who have had their retirement accepted by the Board of Education of the Vestal Central School District prior to July 1, 1988, will receive reimbursement for Medicare costs not to exceed \$28.60 per month, through and including December 31, 1990 per retiree and per eligible spouse.
- b. Eligible individuals who retired from the Vestal Central School District after July 1, 1988 will receive reimbursement for Medicare costs not to exceed \$24.80 per retiree and per eligible spouse.

Amended 12/19/89

## **Appendix B**

### **Teacher Aide and Monitor Merger**

As of July 1, 2022 the Vestal Central School District merged the Teacher Aide and Monitor positions across the District to Teacher Aide only.

1. All AVSP unit members hired by the district will hold the title of Teacher Aide.
2. Any AVSP member currently employed by the District who holds the title of Monitor or Part-Time Monitor will be merged into the Seniority list with the current Teacher Aides, according to their years of service in AVSP. For Example, a monitor with 7.5 years of experience will be listed on the AVSP seniority list as a Teacher Aide with 7.5 years of experience.
3. The new Seniority list will only be used in the event that the District has layoffs. (Reference Article 22- Seniority, Layoff and Recall)
4. Work schedules for all Paraprofessionals shall be established by the Building Principal based on the need of the school building. (Reference article 5- Responsibilities)

This Merger will provide a greater number of Paraprofessionals who will be able to assist all classified and non-classified students within District Buildings and allow the Building Principal to assign Paraprofessionals to duties as needed.