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Employer Name: **Albany-Schoharie-Schenectady-Saratoga BOCES**

Union: **Albany-Schoharie-Schenectady-Saratoga Teacher Unit, Albany-Schoharie-Schenectady-Saratoga Faculty Association, New York State United Teachers (NYSUT), American Federation of Teachers (AFT), AFL-CIO**

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Agreement between

**ALBANY-SCHOHARIE-SCHENECTADY-SARATOGA
BOARD OF COOPERATIVE EDUCATIONAL SERVICES**

and the

**SCHENECTADY-ALBANY-SCHOHARIE
FACULTY ASSOCIATION**

Teacher Unit

July 1, 2012 – June 30, 2019

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RECOGNITION

The Albany-Schoharie-Schenectady-Saratoga Board of Cooperative Educational Services, hereinafter called BOCES, recognizes the Capital Region BOCES Faculty Association, hereinafter called the Association, as the exclusive bargaining agent for a Bargaining Unit consisting of all BOCES employees in the following positions: Teacher, Speech Therapist, Occupational Therapist, Physical Therapist, Work Study Teacher, Social Worker, Psychologist, Guidance Counselor, Curriculum and Evaluation Consultant, Reading Consultant, Co-Op Coordinator, Occupational Education Evaluator, Training Specialist, Coordinator-CAPIT Intervention, Coordinator-CAPIT Adventure Based Prevention, Student Assistance Coordinator, Primary Prevention Coordinator-CAPIT, Student Assistant Counselor-Parent Educator, Student Assistance Counselor-CAPIT, Prevention Coordinator, Intervention Coordinator, Options for Kids Coordinator, Student Assistance Counselor, Primary Prevention-Peer Program Coordinator, Adventure Based Counselor, Vocational Assessment/Training Coordinator, Attendance Officer, Building Liaison Leader (Maywood School), Resource Coordinator, Communications/Outreach Coordinator, Guidance Coordinator, Placement Coordinator, Assessment Coordinator and Remediation Coordinator. Any employee who was included in the teacher Bargaining Unit prior to June 30, 1984, whose position is not specified herein, shall continue to be included in the teacher Bargaining Unit.

ARTICLE I - SAVINGS CLAUSE

In the event that any portion of this Agreement is determined to be in violation of law, the parties shall commence negotiation upon written notification of either party to alter said sections in such a manner deemed consistent with law.

ARTICLE II - NEGOTIATION PROCEDURES

- A. In the final year of the Agreement, the Association will notify the BOCES, of the date that it wishes to meet for the initial exchange of proposals, which notification shall be at least three (3) weeks in advance of the date selected.
- B. On or before January 15 of the final year of the Agreement, the negotiating teams shall meet for the purpose of exchanging proposals, each of which shall be presented in ten (10) copies.
- C. Both sides agree to make available to each other for inspection, any public records in their possession.

ARTICLE III - ASSOCIATION RIGHTS

A. NOTICE OF BOARD MEETINGS:

Notification of all special and regular meetings of the BOCES Board shall be provided to up to ten representatives of the Association for whom the Association furnishes names and mailing addresses at the same time and by the same means as such notification is provided to members of the Board. A copy of the agenda and background of the agenda for the BOCES Board meetings shall be mailed to the ten representatives of the Association at the same time they are mailed to Board members.

B. ADOPTION OF POLICY:

Board policies pertaining to terms and conditions of employment shall be adopted on a two-step basis by adopting a policy at one meeting and ratifying the same at a subsequent meeting. Should the Association wish to make a statement pertaining to the proposed policy prior to ratification at the second meeting, it shall have the right to do so upon written request to the District Superintendent seven (7) days prior to the second meeting. Upon inquiry from the Association President subsequent to any BOCES Board meeting, a BOCES representative will indicate the action taken, if any, with respect to any agenda item identified by the Association President as proposed policy pertaining to terms and conditions of employment.

C. MINUTES OF BOARD MEETINGS:

1. The BOCES shall send to the President of the Association a copy of the approved minutes of the Board meeting within five (5) working days of such approval.

2. Upon adoption by the BOCES Board of Education, a copy of the complete BOCES administrative budget for the upcoming fiscal year shall be provided to the Association President in the same level of detail as provided to the component boards of education responsible for voting on the administrative budget.

D. BOARD POLICY CONSISTENT WITH AGREEMENT:

No Board policies or rules shall be inconsistent with this Agreement.

E. NOTIFICATION OF NEW EMPLOYEES:

The Association President and the Special Education or Career and Technical Education Chapter Vice President shall receive notification of the name, address, salary and work assignment of all newly hired members of the Bargaining Unit.

F. USE OF FACILITIES:

The Association shall have the right to use the following BOCES equipment and facilities at no additional cost to BOCES:

Typing equipment
Audio visual equipment
Food service area

Duplicating and copying equipment - provided that the Association use access codes furnished by BOCES which are assigned to the Association and suitable for use at the Albany Vo-Tec Center and the Maywood School for allocating the cost of the use of such equipment.

Requests for use of the food service area shall be made five (5) days in advance and requests for use of the equipment specified above shall be made in advance. All requests shall be made in writing on forms provided for that purpose. The Association's right to use equipment does not include equipment which is limited to "student use only" by any federally funded grant. Such usage shall not interfere with the regular school program or conflict with usage already granted to other parties and must be scheduled through the appropriate administrator.

G. MAILBOX FOR ASSOCIATION:

The Association shall be assigned a mailbox at the Career and Technical Education Center at 1015 Watervliet-Shaker Road, Albany, New York, 12205.

H. DUES DEDUCTION:

1. The BOCES agrees to deduct from the salaries of members of the Bargaining Unit, the amount of membership dues as set by the Association when such deduction is authorized in writing by individuals eligible for such membership. The Association shall notify the District Superintendent of the current rate of its dues by September 1.
2. Dues deduction shall be made in equal installments beginning with the second payroll of the academic year.
3. The BOCES agrees to mail by check the total sum deducted to the Association within five (5) working days following each payroll date. The first and final transmittal shall be accompanied by a list of those persons for whom deductions have been made. The final transmittal list shall state the amount of accumulated deduction for each person.

4. Payroll Deduction Authorization Deduction Form

Social Security Number

Last Name

First

Middle

TO: The Board of Cooperative Educational Services

FROM: Capital Region BOCES Faculty Association

I hereby authorize you, according to arrangements agreed upon with the Association, to deduct from my salary and transmit to said Association, dues as certified by said Association from the organization listed below. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the BOCES and all its officers from any liability therefore. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this BOCES, or until revoked by me in writing.

Member signature _____ Date _____

Capital Region BOCES Faculty Association \$ _____

I. AGENCY SERVICE FEE:

1. The District shall deduct from the salaries of those members of the Bargaining Unit who are not enrolled members of the Association an agency service fee equivalent to the total annual per capita dues paid by the enrolled members of the Association. The Association shall notify BOCES not later than the end of the first payroll period of the academic year of the names and members of the Bargaining Unit who have paid or agreed to pay Association dues directly to the Association.
2. The agency service fee shall be deducted in the same manner as payroll deduction of dues and transmitted promptly to the Association unless the nonmember has paid the total agency service fee directly to the Association by end of the first payroll period in September as stipulated by the Association to the District.
3. The District shall provide the Association with a complete list of Bargaining Unit members by September 15 and provide notification of new hires during the school year within ten (10) days.
4. Any Bargaining Unit member subject to the service fee charge who is employed for less than a full school year shall pay a service fee equivalent to a prorated portion of the total annual per capita dues paid by members of the Association.

5. The Association shall indemnify and hold BOCES harmless for any liability, cause of action, damages and reasonable attorney's fees incurred as a result of any aspect of implementing the agency fee deduction.

J. SEPARATE AGREEMENTS:

On and after the date of this Agreement, any agreement between the BOCES Board and any individual members of the Bargaining Unit regarding the terms and conditions of their employment shall be expressly subject to this Agreement.

K. ASSOCIATION DAYS:

Upon one day's notice to the appropriate director, the Association, in its role as bargaining agent for the Teachers' Unit, Service Unit, and Educational Assistant Unit, shall be permitted twenty (20) days of absence without loss in pay and an additional ten (10) days of absence without loss in pay when no substitute is required not to exceed a gross total of thirty (30) days during the school year. No one staff member shall be permitted to absent himself under this paragraph for more than one-half (1/2) of the total days permitted by this paragraph. The Association will report to the Administration, immediately after such leave, the number of days used, the employee using such leave and the total number of days used during the current school year. The total number of days used by the Association for all three Bargaining Units, (Teachers, Service, Educational Assistants) may not exceed thirty (30) days per year.

L. STAFF DEVELOPMENT COMMITTEE:

1. STRUCTURE:

The District Superintendent will establish a Staff Development Committee. The Committee will serve as a steering committee for staff development activities within the four (4) divisions and Central Administration.

2. MEMBERSHIP AND REPRESENTATION:

- a. One representative from each division will be appointed by the Division Directors, and one representative from Central Administration will be appointed by the District Superintendent (5 people).
- b. Two representatives from the Program Associates Organization will be appointed by the PAO President (2 people).
- c. Four representatives from the Faculty Association will be appointed by the Association President (4 people).
- d. Co-chairs from the above members will be appointed by the District Superintendent.

3. PROCEDURES:

- a. Membership on the committee will be confirmed by letter from the District Superintendent.
- b. The BOCES Staff Development Committee shall meet regularly between September and June, but at least six times each year at established meeting times.
- c. Each year by July 15, the District Superintendent, Division Directors, and Employee Group Presidents will meet with the Committee Co-chairs to review committee membership, ensure appropriate representation, and review the annual status report.

4. ROLES AND RESPONSIBILITIES:

- a. The Committee will appoint and coordinate both ad hoc and standing committees to complete specific organizational staff development activities, including: the BOCES Calendar, Mini-grants, Opening Day, Superintendent's Conference Day, and the Wellness Committee.
- b. The Committee will ensure that each Division and Central Administration conducts an annual formal needs assessment to determine the staff development needs of employees.
- c. The Committee will ensure that each Division and Central Administration compiles evaluation data regarding staff development activities in which employees have participated.
- d. When requested, the Committee will provide assistance to Division Committees regarding needs assessments, planning and evaluation of activities.
- e. Annually by June 30, the Committee will review and revise the Staff Development Plan, and develop annual objectives to address the staff development needs of the BOCES.
- f. Annually, the Committee will prepare a report, to be submitted to the District Superintendent, Division Directors, and Association Presidents by June 30 for discussion at their regular meeting to be held by July 15. The report will include:
 - Annual reports (from October and June) from each Division and Central Administration
 - A review of the Staff Development Plan and recommendations for revisions
 - Recommendations for staff development objectives for the coming year

M. DIVISION STAFF DEVELOPMENT COMMITTEES:

1. STRUCTURE:

Annually, by June 1, each Division Director and the District Superintendent will be responsible for the establishment of a division staff development committee, and the appointment of representatives to serve on this committee. Appointments will become effective July 1 of the coming school year.

2. ROLES AND RESPONSIBILITIES:

- a. Each Division Committee will develop programs and opportunities for staff development, including conducting annual Superintendent's Day programs to meet the needs of all the division's employees.
- b. Each Division Committee will annually conduct a formal staff development needs assessment.
- c. Each Division Committee will develop and monitor evaluation processes for all staff development activities.
- d. Each Division Committee will develop a means for ongoing communication within the division about staff development needs and activities.
- e. By October 1 annually, each Division Director will be responsible to submit a division staff development plan to the Assistant Superintendent. The plan will include:
 - Current committee members
 - Staff development needs assessment data for the current year
 - Proposed framework of activities
 - Staff development budget for current year
- f. Each Division Committee will submit an annual staff development report to the Division Director and the BOCES Staff Development Committee by June 1. The report will include:
 - A list of staff development activities conducted during the current year
 - Attendance at each activity
 - Evaluation data from each activity
 - A summary of staff development expenditures for the current year

N. FACULTY ROOMS:

At the Albany and Schoharie Career and Technical Education Centers and at the Maywood School, BOCES shall provide a faculty room which shall at least be equipped with work tables, chairs, bulletin board and a refrigerator. Telephones may be installed and maintained in such faculty rooms by the Association at its own expense. Notices will be posted in faculty rooms at the Albany and Schoharie Career and Technical Education Centers and at the Maywood School advising that such faculty rooms are provided for use by all employees and that such use may not be interrupted for private meetings or other purposes to the exclusion of other employees.

ARTICLE IV – EVALUATIONS

- A. The Annual Professional Performance Review (APPR) Plan negotiated pursuant to Education Law §3012-c shall be the procedure for evaluating the job performance of those bargaining unit members encompassed by the plan. Bargaining unit members not encompassed by the APPR Plan shall be evaluated not less than annually as determined by the building administrator or supervisor using an evaluation process and evaluation form mutually developed by the BOCES and the Faculty Association.

B. PERSONNEL FILES:

The official personnel file for each member of the Bargaining Unit shall be maintained in the Human Resources' Office at Central Administration. No duplicate official personnel file will be maintained in any other location. The member of the Bargaining Unit, or a representative authorized in writing by said member, shall have the right to review, have copies made and/or reply in writing for filing, to any material that is part of the file. Confidential letters of reference and/or college placement material shall not be available to the member of the Bargaining Unit or the representative.

C. NOTICE OF CRITICAL MATTER PLACED IN FILE:

No material critical of the conduct of duties and responsibilities for which a member of the Bargaining Unit was employed will be placed in the above personnel file without written notification, including a copy of the material, to the member of the Bargaining Unit. The District Superintendent will review any such material upon the request of the member of the Bargaining Unit.

D. MONITORING AND RECORDING:

All formal observations shall be conducted openly with the full knowledge of the teacher. The use of monitoring and recording technology may be used with the consent of the teacher.

ARTICLE V - EMPLOYEE RIGHTS AND PROTECTION

A. RETURN FROM LEAVE:

Teachers who have been granted leave from BOCES, and who have worked at least five (5) months exclusive of leave time, in the school year during which leave is taken will be entitled to advance one step on the salary schedule as if they had worked a full school year. Previously accumulated, unused sick leave days shall be retained.

B. NOTICE OF TEACHING ASSIGNMENT:

Teachers shall be notified in writing by June 1 of their tentative assignments for the coming school year, including the school(s) to which they will be assigned and the approximate number of pupils assigned to them in the upcoming school year. Should emergency changes in assignment be necessary, the teacher shall be notified by certified mail, provided a summer address is provided by the teacher or the Association. Regardless of any notifications, the continuation of all positions covered by this agreement is contingent upon requests from component districts to continue the service and adequate enrollment. Upon written request, a teacher will be given a written reason by his/her Director for an involuntary transfer

C. ASSIGNMENT - MORE THAN ONE FACILITY:

In arranging schedules for employees assigned to more than one instructional facility, continuing effort shall be made to limit the inter-facility travel. Such teachers shall be notified at least one (1) month, except in an emergency, in advance of any schedule changes of more than ten (10) teaching days duration. Upon written requests, a teacher will be given a written reason by his/her Director for an involuntary transfer.

D. NOTICE OF VACANCIES:

A vacancy is defined as any position which requires new or additional personnel.

The President of the Association will receive, through electronic mail and at its own expense, Notices of Vacancies as soon as they are prepared by the Personnel Office. Notices of Vacancies shall be posted on bulletin boards at each Vo-Tec Center and the Maywood School. No vacancy shall be filled before fourteen (14) calendar days after such formal notification. Any violations of this article may serve as criteria for possible administrative discipline.

E. ANNUAL SURVEY REGARDING INTEREST IN OTHER POSITIONS

The Directors of Special Education, Career & Technical Education and School Support Services shall, on an annual basis, each conduct a survey by electronic means, of all unit members to determine what members might be interested in being considered for future vacancies or other positions, including stipend positions, within the organization. Such survey shall indicate that unit members are encouraged to apply for vacancies within their tenure and/or certification area(s). Unit members who do wish to be considered for future vacancies or other positions must respond to such surveys within 10 school days of receipt of the survey. Unit members who respond to a survey are still required to comply with the application process for any vacancy in which the member is interested.

F. RETURN TO TENURE:

A teacher, who has resigned from BOCES while on tenure and thereafter returns to employment, shall serve a probationary period of two (2) years or such other period as may be required by Education Law.

G. TEACHER RIGHTS AND PROTECTION:

1. CORPORAL PUNISHMENT - SELF DEFENSE:

Members of the Bargaining Unit may not use any act of physical force upon a pupil for the purpose of punishing a pupil. This does not preclude the use of reasonable physical force for any of the following purposes:

1. to protect oneself from physical injury;
2. to protect another pupil or teacher or any other person from physical injury;
3. to protect property of BOCES or of others; or
4. to restrain or remove a pupil whose behavior is interfering with the orderly exercise and performance of BOCES functions, powers or duties, if that pupil has refused to comply with a request to refrain from further disruptive acts; provided that alternative procedures and methods not involving the use of physical force cannot reasonably be employed to achieve the purposes set forth in one (1) through four (4) above.

BOCES shall provide guidelines and instruction to further explain the appropriate use of reasonable physical force and to define alternative procedures and methods.

2. LEGAL ACTION:

BOCES acknowledges the right of bargaining unit members to protection in legal actions as provided in Sections 3023, 3028 and 3811 of the Education Law. Bargaining unit members seeking to avail themselves of such protections must timely comply with the notice requirements imposed by those statutes.

H. TRANSPORTATION OF PUPILS:

Members of the Bargaining Unit shall not be required to transport pupils in their private vehicles.

I. RIGHT OF CONFRONTATION:

No disciplinary action against a member of the Bargaining Unit shall be taken unless the individual making the complaint is willing to discuss in conference, at a time mutually convenient, any charges or allegations which he/she may wish to make.

J. FREEDOM OF ASSOCIATION:

No employee shall be subject to censure, reproof, discrimination, or any disciplinary action by the BOCES or by the Administration or lose any rights or privileges because of his membership in the Association.

K. DISMISSAL:

1. TWO WARNINGS:

Prior to dismissal for unsatisfactory service, a member of the Bargaining Unit would have received at least two written warnings that dismissal was contemplated. These two warnings must be received within a twelve (12) month period and must identify the problems in connection with the unsatisfactory service.

2. TIME BETWEEN WARNINGS:

There shall be at least ten (10) school days interval between the above notices. The teacher shall have the right to conference with the appropriate evaluator and others who may be helpful in improving the situation.

L. MEDICATION:

Medication is not to be dispensed by a BOCES classroom teacher.

M. SAFETY DRILLS:

BOCES will conduct required fire drills, bus drills and disaster drills. Teachers will participate in all such drills with their classes and provide appropriate associated instruction.

N. ASSAULT:

An employee shall immediately report in writing any case of assault suffered in connection with employment to the principal or immediate supervisor. The Administration shall take legal action and/or other action to assure the safety of the employee.

O. PAYROLL DEDUCTIONS:

Upon written authorization by the teacher, BOCES will make payroll deductions for U.S. Savings Bonds, Teachers Federal Credit Union and tax sheltered annuity plans (including an IRS Section 457 Deferred Compensation Plan) that conform to the tax shelter concepts contained in the Internal Revenue Code and the Education Law. BOCES will also make payroll deductions for the NYSUT Benefit Trust. Teachers who wish to have such deductions made will specify such deductions to BOCES. BOCES shall have no obligation to make payroll deductions of any kind which exceed the capacity of its Computerized Payroll System.

BOCES will formulate and convene a committee, including representatives from the Association, which will have the ongoing responsibility to annually review and update the list of participating companies providing tax-sheltered annuities to BOCES employees.

A payroll deduction to NYSUT VOTE-COPE will be processed by the BOCES in accordance with an individual employee contract to the New York State United Teachers upon agreed upon notice to the BOCES office of the Assistant District Superintendent for Management Services. The schedule for processing of this deduction will be agreed upon by the Association and the BOCES and will continue until such time as one party notifies the other in writing that it wishes to discontinue this agreement. In such event, 90 day written notice shall be given.

P. SALARY STATEMENT:

On or before Orientation Day, each member of the Bargaining Unit shall be provided with a copy of a salary statement which will include salary, step, accumulated sick days, and insurance that he/she presently possesses.

Q. BI-WEEKLY PAY PERIODS:

Members of the Bargaining Unit will be paid on a bi-weekly basis beginning on or about July 1, 1976.

R. EMPLOYMENT INFORMATION:

Upon employment, BOCES will furnish a description of available health insurance options, appropriate insurance forms necessary to enroll in insurance coverage, and a list of companies currently offering tax sheltered annuities available to BOCES employees.

S. LENGTH OF SERVICE:

Length of service with the Albany-Schoharie-Schenectady-Saratoga BOCES will be considered when filling vacancies and making transfers. While not taking precedence over professional and personal qualifications and specific job requirements, length of service in this organization is valued and, as such, is a major variable in personnel decisions. After discussing the decision with the appropriate supervisor, an employee may appeal in writing to his/her Director regarding a specific personnel decision in which he or she had been involved and will receive a written explanation.

T. SPECIAL FUND:

A sum of \$2,000 will be made available during any given school year to reimburse any Bargaining Unit member for costs of repairing or replacing dentures, eyeglasses, hearing aids or similar bodily appurtenances which are damaged or destroyed while performing his/her duties. A minimum claim of \$25 is required to qualify for consideration of reimbursement. A trustee representing the Capital Region BOCES Faculty Association and a trustee representing the Administration will act on all claims. Their decision will be final and may not be carried through the grievance procedure.

ARTICLE VI - GRIEVANCE PROCEDURE

SECTION A - GENERAL:

Basic Principles - The parties to this contract declare their joint intent to encourage the prompt resolution of complaints by any member of the Bargaining Unit through recourse to the formal procedure described below. Nothing herein shall be construed, however, to prevent any teacher from discussing a problem informally with any BOCES Administration.

A member of the unit shall have the right to present a grievance in accordance with the procedures set forth below, free from coercion, interference, restraint, discrimination, or reprisal.

An aggrieved party shall have the right to be represented by a representative of his choice at all stages of the procedure except the informal stage. At the informal stage, the aggrieved shall have the right to have a member of the Association Grievance Committee present as an observer.

All parties to the grievance shall have access to all written statements pertaining to such grievance.

Hearings shall not be open to the public.

SECTION B - DEFINITIONS:

1. A ***Grievance*** is any alleged violation of this agreement.
2. ***Immediate Supervisor*** shall mean the Building Principal, Special Education Supervisor, Occupational Education Coordinator or Principal for Special Programs to whom the employee reports, except that in the case of a grievance arising from the administration of a special area, function, or administrative element, it may be the administrator in charge.
3. The ***Executive Officer*** is the District Superintendent.
4. ***Aggrieved Party*** shall mean any teacher or group of teachers in the Bargaining Unit who claim a grievance which affects them personally. The SAS Faculty Association may present a claimed grievance relating to it as Association, but may not act as the aggrieved party on behalf of a teacher or group of teachers who could present the claimed grievance themselves.
5. ***Party in interest*** shall mean any party named in a grievance who is not the aggrieved party.

SECTION C - PROCEDURES:

1. Except at the informal stage, all grievances shall be in writing and state the name and position of the aggrieved party, the identity of the provision of this agreement involved in the said grievance, the time and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible or causing the events or conditions, the nature of the grievance stating the facts on which the grievance is based, a statement describing the attempts at informal resolution and the redress sought by the aggrieved party.
2. Except for the informal decisions at Stage 1, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be transmitted to the aggrieved and the Association.
3. The BOCES and the Association agree to make available relevant material and documents, communications and records concerning the alleged grievance.
4. An aggrieved party shall have the right at all stages of a grievance when a hearing is held to confront and cross-examine all witnesses called against him, to testify and to call witnesses on his own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.
5. Forms for filing grievances, serving notices, taking appeals, are attached as Appendix A.

6. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
7. Official minutes will be provided by the BOCES of all hearings at Stage 3. A copy of such minutes will be made available to the aggrieved party and the Association within five (5) working days after the conclusions of hearings at Stage 3 and they and the BOCES will advise the appropriate hearing officer of any errors in said minutes within two (2) working days after the minutes are available. Any such claim of error in the minutes shall become a part of the Official Grievance Record and the hearing officer shall indicate the determination made respecting such claimed error.
8. The existence of the procedure hereby established shall not be deemed to require any teacher to pursue the remedies provided.
9. A hearing may be held at any stage of the grievance procedure when deemed appropriate.

SECTION D - TIME LIMITS:

1. Since it is important to good relationships that grievances be processed as rapidly as possible, the time limits specified for either party may be extended only by mutual agreement.
2. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.
3. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his representatives 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 allotted had the decision been communicated by the final day.
4. In the event the processing of a given grievance is not completed by June 30, the term "working days" shall be interpreted as meaning those days other than Saturday, Sunday or legal holidays between July 1 and August 31.
5. A grievance shall be deemed waived unless it is so submitted in writing at Stage 2 within thirty (30) calendar days after its occurrence. An informal effort to resolve the grievance at Stage 1 shall be a prerequisite to commencing a formal grievance at Stage 2.

SECTION E - STAGES OF GRIEVANCE:

1. STAGE 1 - SUPERVISOR:

A teacher having a grievance will discuss it with his/her supervisor, with the objective of resolving the matter informally.

2. STAGE 2 - DIVISION DIRECTOR:

If the grievance is not resolved informally with the immediate supervisor, it shall be reduced to writing as provided in Article VI paragraphs C1 and C5, and presented to the Division Director. Within ten (10) working days after the written grievance is presented, the Director shall render a decision thereon, in writing, and present it to the teacher, the teacher's representative and the president or Grievance Chairman of the Association.

3. STAGE 3 - DISTRICT SUPERINTENDENT

Within ten (10) school days after a determination has been made by the Director, the aggrieved party may submit the grievance to the District Superintendent by giving written notice thereof, together with any determination previously rendered, all other documents affecting the grievance and a request for a hearing, if desired. If a hearing is requested, the District Superintendent shall hold such a hearing within ten (10) school days of his/her receipt of such grievance and give at least three (3) school days notice of such hearing to the aggrieved party and to all parties in interest. The District Superintendent shall render his/her determination in writing stating the facts, reasons and conclusions within ten (10) school days from the date on which the case is fully submitted for his/her consideration.

4. ARBITRATION:

- a. Within ten (10) school days after a determination has been made by the Executive Officer, the grievant (with the advice and consent of the Association) may submit the matter to arbitration. Such decision shall be by written notice to BOCES and the American Arbitration Association.
- b. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator and the conduct of arbitration procedures.
- c. The decision of the arbitrator shall be binding on both parties.
- d. The decision of the arbitrator shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues and shall limit his/her decision to matters specified in the grievance.
- e. The arbitrator will have no power to alter, add to or detract from the provisions of this Agreement.
- f. The costs of the services of the arbitrator shall be shared by BOCES and the Association.

- g. If the parties mutually agree to a stenographic record of the proceedings, they shall share the cost of such record. If either party, without the consent of the other, requires a stenographic record, the requesting party shall bear the cost and shall provide the other party with a copy of same.

ARTICLE VII - TEACHING CONDITIONS

- A. **MOVING EQUIPMENT**: The BOCES shall not place the well-being of a member of the Bargaining Unit in jeopardy by requiring him/her to lift heavy machinery or equipment beyond that typically expected from a person of comparable age, health, and sex employed in a similar position.
- B. **REMOVAL OF STUDENTS**: The maximum welfare and safety of students shall be a major consideration in determining whether a student should be removed from a classroom. Whenever possible the teacher will advise the Building Principal and/or the appropriate Supervisor of Special Education of potential student problems which might require the removal of a student from class. When a teacher determines that a student is a threat to the safety and welfare of others in the class, the teacher shall notify the Building Principal and/or the appropriate Supervisor of Special Education. The supervisor and the teacher shall then take such action as is deemed necessary and appropriate to correct the problem. Where a student who has threatened the safety and welfare of the class is removed from the class, there shall be a conference between the Building Principal and/or appropriate Supervisor of Special Education and the teacher before the student is returned to class. If a teacher is not satisfied with the disposition, the teacher may refer the matter to the Division Director by submitting a written report with a copy to the supervisor stating the nature of the problem and the reasons why the disposition of the problem was not satisfactory. The teacher may request, in writing with a copy to the Director, that the District Superintendent review the determination by the Director. Such request shall be accompanied by a copy of the teacher's report to the Director and a copy of the Director's response.

A written procedure to be followed when removing a student from class for the Special Education Division and for the Career and Technical Education Division shall be distributed to all teachers. Three copies of such policies or procedures shall be sent to the Association by September 10th annually.

C. STUDENT RECORDS - PLACEMENT DURING SCHOOL YEAR:

Prior to the entry of a student into a BOCES Special Education class, after the beginning of the school year, the teacher will be furnished with the student's IEP, student data form, current psycho-educational evaluation, social history, diagnostic information related to academic performance, and behavioral profile related to academic performance, and behavioral profile related to classroom management needs. Such information shall be furnished to the teacher three (3) instructional days before the student enters the class. The teacher shall attempt to meet with the student and parent after receipt of such information and before the student's scheduled entry into the class.

Written notice of any change in the student's IEP shall be given to all members of the Bargaining Unit directly affected by the change prior to the implementation of change.

D. STUDENT RECORDS - OTHER MEMBERS BARGAINING UNIT:

The same information and/or evaluation shall be made available to any member of the Bargaining Unit who will be participating in the development of an individualized education program. Such information shall be made available three (3) instructional days prior to the student's entry into the program.

E. JOINT LABOR-MANAGEMENT COMMITTEE:

A joint labor-management committee consisting of representatives of the Association and the Administration shall be established to discuss matters of mutual interest. A proposed agenda shall be submitted by the party requesting a meeting of the committee. The time and place of the meetings, the agenda for the meetings and the participants in the meetings shall be determined by mutual agreement between the President of the Association and the District Superintendent. A written memorandum shall be prepared describing matters resolved by the committee. The committee shall not have the power to contravene any provision of this agreement nor shall any action or determination of the committee be subject to the grievance procedure.

F. SPECIAL EDUCATION COMMITTEE:

The Director of Special Education and the designee of the Association shall meet at the request of either party to formulate a committee to help implement and facilitate mutually agreed upon matters. After its formation, this committee shall meet as necessary.

G. CAREER AND TECHNICAL EDUCATION COMMITTEE:

The Director of Career and Technical Education and the designee of the Association shall meet at the request of either party to formulate a committee to help implement and facilitate mutually agreed upon matters. After its formation, this committee shall meet as necessary.

H. TEACHING DAY:

1. SPECIAL EDUCATION AND CAREER AND TECHNICAL EDUCATION

Teachers shall be on duty ten minutes prior to the start of class and shall remain on duty until ten minutes after the end of class. The hours of work shall be determined by the hours of the class to which the teacher is assigned without regard to the hours of any other class to which the teacher may have been previously assigned and are not transferable from one teaching assignment to another. Support service personnel including but not limited to psychologists, speech and language pathologists, reading specialists, resource teachers, training specialists, guidance counselors, co-op coordinators, work-study teachers and occupational education evaluators shall be on duty for six hours per day as designated by BOCES.

Teachers assigned outside the Albany or Schoharie Career and Technical Centers shall work on the days and hours scheduled by the component school districts where they are assigned. The teacher workday at the Albany Career and Technical Center shall be 8:00 a.m. to 2:00 p.m. inclusive of the duty time specified above. A duty free lunch period of a standard length of not less than thirty-six (36) minutes shall be provided to all unit members at this Center between the hours of 8:00 am to 2:00 pm.

a. PARENT CONFERENCES

Teachers shall conduct parent conferences upon request by the parent or the teacher either during the regular teaching day or, when necessary, after the regular teaching day. Teachers shall not be required to conduct more than three such conferences per year for a single student without participation by the Director. The parent conferences provided for herein are, in addition to conferences with parents required to prepare Individualized Education Program.

b. EMERGENCY SITUATION

In emergency situations where students must remain at school, teachers will remain with them until such time as the students are safely relocated. The emergency situation shall be reported to the administration and an appropriate administrator shall be present or available by telephone until the students are safely relocated.

Each year, the appropriate Director will establish an emergency phone procedure to be utilized by the staff as necessary. Upon written notice to the appropriate Director, an ad hoc committee will be convened, along with the affected parties, to address persistent issues that may occur.

2. ITINERANT TEACHERS:

Itinerant teachers shall work on the days and hours scheduled by the component school districts where they are assigned.

3. FACULTY MEETINGS:

a. SPECIAL EDUCATION:

Members of the Bargaining Unit shall attend one faculty meeting per month for members of the Bargaining Unit in the same strand or region and one faculty meeting per semester for all Special Education members of the Bargaining Unit. A schedule of such meetings will be posted at the beginning of each semester. Meetings will begin not later than 3:30 p.m. and will not last longer than one hour. Meeting times or dates may be changed upon written notice to all members of the Bargaining Unit affected five (5) calendar days in advance. Members of the bargaining Unit who are assigned to a class which is located two (2) miles or more from the place of the meeting shall be entitled to the travel expense provided in Article VIII-O which shall be paid once for each semester.

b. CAREER AND TECHNICAL EDUCATION:

Teachers shall attend one faculty meeting per month plus two additional faculty meetings per semester for each Career and Technical Education Center to which they are assigned. A schedule of the regular monthly meeting dates shall be posted at the beginning of each semester. The two additional meetings per semester shall be scheduled as needed. Meetings shall begin at the end of classroom duties and last for not more than one hour. Meeting dates may be changed upon written notice five (5) days in advance. Teachers who are assigned to a class which is located two (2) miles or more from the place of the meeting shall be entitled to the travel expense provided in Article VIII-O which shall be paid once for each semester.

4. LUNCH PERIOD:

Teachers at the Albany Career and Technical Education Center who teach three consecutive shifts shall receive a thirty minute duty-free lunch period between the second and third shift.

5. STUDENT ARRIVAL AND DEPARTURE TIMES:

When either arrival or departure times regularly span more than fifteen minutes and attempts to resolve the matter have failed, the District Superintendent will attempt to work out a solution with the Administrators and Boards of Education.

I. CALENDAR:

1. SPECIAL EDUCATION AND SUPPORT SERVICE:

Special Education teachers will follow the calendar of the component schools in which the teacher's class is located. The South Colonie calendar will be followed in classes located in Maywood School.

Support service personnel for BOCES special education classes will follow the calendar of the district where they are assigned. In case of support service personnel, when the calendar provides for purpose of local importance only, suitable professional activities shall be arranged. Staff with split schedules serving students in more than one component district will follow the calendar of one such component district to be designated by BOCES not later than October 1.

2. END OF THE WORK YEAR:

Checkout day (the end of the work year) for Career and Technical Education teachers shall be the Wednesday following the last day of required student attendance. For Special Education teachers, the work year will end according to the practices in the component school in which the teacher's class is located. In no case shall the work year exceed 185 days.

3. ORIENTATION MEETING:

Each school year, a single orientation meeting will be held for all members of the Bargaining Unit on the Tuesday following Labor Day and classes may begin the next day. However, when a component school requires student attendance on the Tuesday following Labor Day, the orientation meeting may be held before Labor Day on a date jointly selected by the District Superintendent and the President of the Faculty Association and classes may begin anytime after Labor Day.

J. DEVELOPMENT OF EDUCATION PROGRAMS:

Special Education teachers and Career and Technical Education teachers who are required to prepare individualized education programs for the students assigned to them will conduct conferences associated with such programs on two days designated by BOCES for that purpose between the hours of 8:00 a.m. and 4:00 p.m. No other duties shall be assigned to such teachers on those days. Support service personnel shall attend parent conferences as required by BOCES. The date that individualized education programs and related paperwork are due will be the same for all unit members and they shall be notified of the due date by December 1st.

K. CO-MINGLING FIRST AND SECOND YEAR STUDENTS:

Continuing efforts will be made to avoid co-mingling of first and second year students.

L. MAINTENANCE AND REPAIR:

Teachers shall not be required to do regular maintenance and repair outside of the area of immediate teaching responsibilities.

M. VISITORS TO CLASS:

For the teacher requesting it, BOCES will furnish a sign to be posted by the teacher on the classroom door while classes are in session setting forth, in substance, the following: "PLEASE DO NOT DISTURB WHILE CLASS IS IN SESSION". Class visitation can be made by prior arrangement but there will be exceptions as in the case of BOCES personnel, persons exercising contractual rights to enter such rooms and persons having a contribution to make to the program. In such exceptional cases, twenty-four (24) hours notice will be given the classroom teacher whenever reasonably possible.

N. PLACEMENT OF TEACHING ASSISTANTS AND EDUCATIONAL ASSISTANTS:

Within each division, Teachers shall have the opportunity to interview Teaching Assistants and Educational Assistants who may be assigned to them.

The appropriate Unit Chapter Vice President, and two unit members appointed by the appropriate Vice President, shall meet with the respective Division Director, representatives of the Teaching Assistants' Unit, and Supervisors/Principals to assign Teaching Assistants and Educational Assistants during the displacement process in June. Any subsequent assignments of Teaching Assistants and Educational Assistants who are unassigned following the "transfer pool" or return from RIF status, shall be made in consultation with the respective Unit Chairs. All assignments will be considered pursuant to the established criteria including seniority, position requirements, professional and personal qualifications. A unit seniority list will be provided to committee members.

Final hiring recommendations and placement decisions regarding Teaching Assistants and Educational Assistants are made by the respective Division Director.

O. SUBSTITUTES:

Teachers shall not be required to obtain substitutes. Each teacher will be notified in writing by the Director as to the appropriate person to call and advise of the intended absence. Such calls must be made by the teacher prior to 6:30 a.m., except where circumstances make such calls impossible.

P. TERMINATION NOTICE TO PROBATIONARY TEACHERS:

In the event that BOCES intends to terminate the services of a probationary teacher at the end of the school year, BOCES will give notice in writing not later than May 1.

Q. TENURE NOTICE:

Teachers whose probationary appointments become effective during September, shall be notified of the District Superintendent's recommendation concerning appointment to tenure not later than April 15 during their final year of probationary service. All others shall receive such notice not later than sixty (60) days prior to the end of their probationary term.

R. SUPPLIES:

Teachers shall be notified of requested items which are disapproved by the principal or supervisor within thirty (30) days after submitted requisitions to the appropriate administrator.

S. COURIER SERVICE:

BOCES will provide a courier service where bargaining unit members are housed.

T. CLASS SIZE – CAREER AND TECHNICAL EDUCATION:

The maximum class size goal for career and technical classes shall be twenty (20).

U. IN-SERVICE PROGRAMS:

BOCES may sponsor from time to time, and provide at its own expense, in-service opportunities for teachers. It shall be the responsibility of such teachers, upon written notification by the District Superintendent, to attend regularly those in-service programs arranged for teachers having his or her teaching responsibilities (e.g. emotionally disturbed, health services, teachers of automotive classes, school psychologist, teachers of mentally retarded, etc.). When these in-service programs occur within the working day, there shall be neither credit nor compensation provided. When programs occur outside the working day, compensation shall be made at the rate of \$10 per hour of attendance. No teacher shall be required to attend in-service activities outside the working day for more than ten (10) hours per semester. Teachers other than those for whom these programs are designed may attend on the same basis with the prior written approval of the appropriate Supervisor or Director.

V. TIME AND ATTENDANCE:

Related Service Providers assigned to a BOCES – operated program at a hosted district site will be required to sign in upon arrival and to sign out upon departure at each worksite. All Related Service Providers leaving their assigned worksite during school hours shall sign out showing the time leaving and shall sign in showing the time returned.

ARTICLE VIII - COMPENSATION AND REIMBURSEMENT

- A. Salary Schedule 2012-2013: Effective September 1, 2012, all members of the Bargaining Unit shall advance one step on the salary schedule.

2012-2013

Step	I	II	III	IV
1	\$36,725	\$39,525	\$42,341	\$43,747
2	\$37,825	40,725	43,631	44,742
3	38,925	41,925	45,035	46,238
4	40,025	43,125	46,547	47,762
5		44,325	47,950	49,307
6		45,325	49,230	50,894
7		46,325	50,680	52,491
8		47,525	52,240	54,097
9		48,825	53,790	55,750
10			55,370	57,395
11			56,980	59,170
12			58,640	60,880
13			60,585	62,770
14			62,295	64,720
15			64,805	66,930
16			66,900	69,450
17			69,450	72,022
18			72,155	74,872
19			75,300	77,882
20			78,590	81,047
21			81,690	84,292
22			84,690	87,292
23			86,140	88,452
24			87,585	89,502

B. Salary Schedule 2013-2014: Effective September 1, 2013, all members of the Bargaining Unit shall advance one step on the salary schedule.

2013-2014

Step	I	II	III	IV
1	\$37,338	\$40,185	\$43,048	\$44,478
2	38,457	41,405	44,360	45,489
3	39,575	42,625	45,787	47,010
4	40,693	43,845	47,324	48,560
5		45,065	48,751	50,130
6		46,082	50,052	51,744
7		47,099	51,526	53,368
8		48,319	53,112	55,000
9		49,640	54,688	56,681
10			56,295	58,353
11			57,932	60,158
12			59,619	61,897
13			61,597	63,818
14			63,335	65,801
15			65,887	68,048
16			68,017	70,610
17			70,610	73,225
18			73,360	76,122
19			76,558	79,183
20			79,902	82,400
21			83,054	85,700
22			86,104	88,750
23			87,579	89,929
24			89,048	90,997

C. Salary Schedule 2014-2015: Effective September 1, 2014, all members of the Bargaining Unit shall advance one step on the salary schedule.

2014-2015

Step	I	II	II	IV
1	\$37,962	\$40,856	\$43,767	\$45,220
2	39,099	42,097	45,100	46,249
3	40,236	43,337	46,552	47,795
4	41,373	44,577	48,115	49,371
5		45,818	49,565	50,968
6		46,851	50,888	52,608
7		47,885	52,387	54,259
8		49,126	53,999	55,919
9		50,469	55,602	57,628
10			57,235	59,328
11			58,899	61,163
12			60,615	62,930
13			62,625	64,884
14			64,393	66,900
15			66,988	69,184
16			69,153	71,789
17			71,789	74,448
18			74,585	77,394
19			77,836	80,505
20			81,237	83,777
21			84,441	87,131
22			87,542	90,232
23			89,041	91,431
24			90,535	92,516

D. Salary Schedule 2015-16: Effective September 1, 2015, all members of the Bargaining Unit shall advance one step on the salary schedule.

2015-2016

Step	I	II	III	IV
1	\$38,596	\$41,538	\$44,498	\$45,976
2	39,752	42,800	45,854	47,021
3	40,908	44,061	47,329	48,593
4	42,064	45,322	48,918	50,195
5		46,583	50,393	51,819
6		47,634	51,738	53,487
7		48,685	53,262	55,165
8		49,946	54,901	56,853
9		51,312	56,530	58,590
10			58,191	60,319
11			59,883	62,184
12			61,627	63,981
13			63,671	65,968
14			65,468	68,017
15			68,106	70,340
16			70,308	72,988
17			72,988	75,691
18			75,831	78,686
19			79,136	81,849
20			82,593	85,176
21			85,851	88,586
22			89,004	91,739
23			90,528	92,958
24			92,047	94,061

E. Salary Schedule 2016-2017: Effective September 1, 2016, all members of the Bargaining Unit shall advance one step on the salary schedule.

2016-2017

Step	I	II	III	IV
1	\$39,240	\$42,232	\$45,241	\$46,743
2	40,416	43,514	46,619	47,806
3	41,591	44,797	48,120	49,405
4	42,766	46,079	49,735	51,033
5		47,361	51,234	52,684
6		48,429	52,602	54,380
7		49,498	54,151	56,086
8		50,780	55,818	57,802
9		52,169	57,474	59,568
10			59,162	61,326
11			60,883	63,223
12			62,656	65,050
13			64,735	67,069
14			66,562	69,153
15			69,244	71,514
16			71,482	74,207
17			74,207	76,955
18			77,097	80,000
19			80,457	83,216
20			83,973	86,598
21			87,285	90,065
22			90,491	93,271
23			92,040	94,510
24			93,584	95,632

F. Salary Schedule 2017-2018: Effective September 1, 2017, all members of the Bargaining Unit shall advance one step on the salary schedule.

2017-2018

Step	I	II	III	IV
1	\$39,896	\$42,937	\$45,997	\$47,524
2	41,091	44,241	47,398	48,605
3	42,286	45,545	48,923	50,230
4	43,481	46,848	50,566	51,886
5		48,152	52,090	53,564
6		49,238	53,480	55,288
7		50,325	55,056	57,023
8		51,628	56,750	58,768
9		53,040	58,434	60,563
10			60,150	62,350
11			61,899	64,278
12			63,703	66,136
13			65,816	68,189
14			67,673	70,308
15			70,400	72,708
16			72,676	75,446
17			75,446	78,240
18			78,385	81,336
19			81,801	84,606
20			85,375	88,044
21			88,743	91,569
22			92,002	94,828
23			93,577	96,089
24			95,147	97,229

G. Salary Schedule 2018-2019: Effective September 1, 2018, all members of the Bargaining Unit shall advance one step on the salary schedule.

2018-2019

Step	I	II	III	IV
1	\$40,562	\$43,654	\$46,765	\$48,318
2	41,777	44,980	48,189	49,417
3	42,992	46,305	49,740	51,069
4	44,207	47,631	51,410	52,752
5		48,956	52,960	54,458
6		50,060	54,373	56,211
7		51,165	55,975	57,975
8		52,490	57,698	59,749
9		53,926	59,410	61,575
10			61,155	63,391
11			62,933	65,352
12			64,767	67,241
13			66,915	69,328
14			68,803	71,482
15			71,576	73,923
16			73,890	76,706
17			76,706	79,547
18			79,694	82,694
19			83,167	86,019
20			86,801	89,515
21			90,225	93,099
22			93,538	96,412
23			95,140	97,693
24			96,736	98,853

H. STEP ADVANCEMENT:

Teachers who have completed a full school year of work will advance one step on the salary schedule on the following September 1st. Teachers whose first date of continuous employment begins prior to February 1st will advance one step on the following September 1st. Teachers new to the BOCES whose first date of continuous employment begins after February 1st will not advance one step on the following September 1st. Teachers who are returning earlier than the original end date of granted leave from BOCES service, and are returning at this earlier date at the request of BOCES may advance one step the following September 1st if return to continuous service is prior to March 1st effective in the school year that the BOCES has been notified of such request by the affected Division.

I. COLUMN PLACEMENT:

1. Column 1 – Career and Technical Education teachers who are certified, transitional “A”/ transitional “B”/ transitional “C”.
2. Column 2 - Career and Technical Education teachers who have initial certification.
3. Column 3 – Teachers in Career and Technical Education tenure areas who have professional or permanent certification and teachers in Special Education and academic tenure areas with a Bachelor’s Degree.
4. Column 4 – Special Education Teachers in any tenure area with a Master’s Degree. Career and Technical Education teachers with a Master’s Degree and initial, professional or permanent certification may elect to be compensated according to Column 3 or 4.

J. GRADUATE HOUR CREDIT:

1. CAREER AND TECHNICAL EDUCATION TEACHERS

- A. Columns 1 and 2 - \$36.27 per approved credit hour beyond column requirement in blocks of six up to sixty hours. Effective July 1, 2013, this rate shall be increased according to the schedule in the section below. Career and Technical Education teachers in Column 1 hired after June 30, 1991 shall not be entitled to compensation for credit hours.

2012 – 2013	\$36.27
2013 – 2014	\$36.88
2014 – 2015	\$37.49
2015 – 2016	\$38.12
2016 – 2017	\$38.75

2017 – 2018	\$39.40
2018 – 2019	\$40.06

- b. Columns 3 and 4 - \$38.41 per approved credit hour beyond column requirement in blocks of three up to sixty hours and up to thirty hours in blocks of three for graduate credit hours beyond the Bachelors Degree. Effective July 1, 2013, this rate shall be increased according to the schedule in the section below.

2012 – 2013	\$38.41
2013 – 2014	\$39.05
2014 – 2015	\$39.70
2015 – 2016	\$40.37
2016 – 2017	\$41.04
2017 – 2018	\$41.73
2018 – 2019	\$42.42

2. SPECIAL EDUCATION TEACHERS

- a. Column 3 - \$36.27 per approved graduate credit hour beyond column requirement in blocks of three up to sixty hours. Effective July 1, 2013, this rate shall be increased according to the schedule in the section below.

2012 – 2013	\$36.27
2013 – 2014	\$36.88
2014 – 2015	\$37.49
2015 – 2016	\$38.12
2016 – 2017	\$38.75
2017 – 2018	\$39.40
2018 – 2019	\$40.06

- b. Column 4 - \$38.41 per approved graduate credit hour beyond column requirement in blocks of three up to sixty hours. Effective July 1, 2013, this rate shall be increased according to the schedule in the section below.

2012 – 2013	\$38.41
2013 – 2014	\$39.05
2014 – 2015	\$39.70
2015 – 2016	\$40.37
2016 – 2017	\$41.04
2017 – 2018	\$41.73
2018 – 2019	\$42.42

3. EDUCATIONAL SUPPORT TEACHERS

- a. Column 3 - \$36.27 per approved graduate credit hour beyond column requirement in blocks of three up to sixty hours. Effective July 1, 2013, this rate shall be increased according to the schedule in the section below.

2012 – 2013	\$36.27
2013 – 2014	\$36.88
2014 – 2015	\$37.49
2015 – 2016	\$38.12
2016 – 2017	\$38.75
2017 – 2018	\$39.40
2018 – 2019	\$40.06

- b. Column 4 - \$38.41 per approved graduate credit hour beyond column requirement in blocks of three up to sixty hours. Effective July 1, 2013, this rate shall be increased according to the schedule in the section below.

2012 – 2013	\$38.41
2013 – 2014	\$39.05
2014 – 2015	\$39.70

2015 – 2016	\$40.37
2016 – 2017	\$41.04
2017 – 2018	\$41.73
2018 – 2019	\$42.42

4. APPROVAL

Credit for such hours will be granted upon approval of the District Superintendent or designee for courses successfully completed which are necessary to obtain or maintain certification required for the presently held position, which are related to the teacher's present work assignment or which are necessary for advancement within the field of education. Credit for approved hours will be granted as of September 15th and February 15th of each year upon application by the teacher and submission of appropriate transcripts. Payments will not be prorated.

K. GENERAL SALARY SCHEDULE INCREASES:

2012 – 2013	Step only + \$1,200 Lump sum Payment to Off Step Unit Members
2013 – 2014	Step + 1.67%
2014 – 2015	Step + 1.67%
2015 – 2016	Step + 1.67%
2016 – 2017	Step + 1.67%
2017 – 2018	Step + 1.67%
2018 – 2019	Step + 1.67%

L. TRADE EXPERIENCE:

Trade experience will be consistent with State Education Department requirements.

M. THIRD SHIFT:

Career and Technical Education teachers who agree to work all three shifts will receive forty percent additional salary on the same basis as during the school year 1976-77. Such teachers shall have a one-half hour lunch period scheduled from the last fifteen minutes of the second shift and the first fifteen minutes of the third shift. An educational assistant will be assigned to assist each such teacher for three hours per day. Special Education teachers and non-classroom teachers are not eligible for third shift salary adjustment.

N. LICENSED PRACTICAL NURSING - HOURLY RATE:

Career and Technical Education teachers, other than Adult Education teachers, who teach courses in Licensed Practical Nursing shall be compensated at their hourly rate for classroom or clinical instruction beyond nine hundred hours per year. The teacher's hourly rate shall be determined by dividing the teacher's annual salary by 185 days and dividing again by 5 hours per day.

O. ADULT EDUCATION TEACHERS OF LICENSED PRACTICAL NURSING AND COSMETOLOGY:

Teachers classified as classroom instructors shall be compensated at an hourly rate determined by dividing the appropriate step of the appropriate column by 925, provided such hourly rate does not exceed \$53.31 hour in school year 2012-13. Teachers classified as clinical instructors shall be compensated in the same manner as classroom instructors, but not to exceed the hourly rate of \$51.78/hour in school year 2012-13. Effective July 1, 2012, this rate shall be increased according to the schedule in the section below. Such teachers shall be entitled to the same leave and other benefits as other teachers.

	Classroom Instructors	Clinical Instructors
2012 – 2013	\$53.31	\$51.78
2013 – 2014	\$54.20	\$52.64
2014 – 2015	\$55.11	\$53.52
2015 – 2016	\$56.03	\$54.42
2016 – 2017	\$56.96	\$55.33
2017 – 2018	\$57.91	\$56.25
2018 – 2019	\$58.88	\$57.19

1. Classroom Prep Time for Teachers of Licensed Practical Nursing:

- a. Licensed Practical Nursing Instructors shall be compensated at their hourly rate for classroom prep time. Each instructor will be compensated one hour of preparation pay per **unit** in each course that they are scheduled to instruct. Decision on the number of units per course will be made by the Deputy Director or his/her designee and will include discussion and input from the instructor. Preparation will take place on campus, at the CTE Center.

A **UNIT** is defined as:

- Lesson Plan
- Lecture / Power Point
- Classroom Learning Activities
- Classroom Projects
- Test and/or Quiz
- Substitute Plan

2. Preparation time, for Licensed Practical Nursing Lab Instructors, at the Deputy Director or his/her designee's discretion, will be paid up to thirty (30) minutes before and after each class and be compensated at their hourly rate.

P. CONTINUING EDUCATION TEACHERS:

1. Adult Certified Technical Education Teacher – Post secondary teachers who are employed to instruct adult students in education and training programs that may lead to a certification or license (not including nursing or cosmetology) or that have a degree of substantial complexity with regard to safety requirements and technical ability shall be paid per hour as set forth below. Examples include but are not limited to: programs that lead to American Welding Society (AWS), National Career Construction Education Resource (NCCER), American Culinary Federation (ACF), or other industry credential programs.

2012 – 2013	\$35.00
2013 – 2014	\$35.58
2014 – 2015	\$36.18
2015 – 2016	\$36.78
2016 – 2017	\$37.40
2017 – 2018	\$38.02
2018 – 2019	\$38.66

2. Teachers in programs for post secondary students for adults other than Licensed Practical Nursing, Cosmetology and programs mentioned above shall be paid per hour as set forth below.

2012 – 2013	\$20.00
2013 – 2014	\$20.33
2014 – 2015	\$20.67
2015 – 2016	\$21.02
2016 – 2017	\$21.37
2017 – 2018	\$21.73
2018 – 2019	\$22.09

3. Preparation time at the principal's discretion will be paid up to thirty (30) minutes before and after each class at the hourly rate for the actual time worked.
4. Curriculum development at the principal's discretion will be approved and paid when deemed necessary and appropriate at the hourly rate as stated above.
5. The decision as to which pay category is appropriate shall be made jointly by BOCES Administration and the President of the Faculty Association.
6. Decisions as to preparation time and curriculum development will be made by administration and will include discussion with the Association.

Q. ADULT EDUCATION TEACHERS:

Adult Education Teachers, Board appointed prior to June 30, 1998, shall receive a 3.29% in 2010-11, and a 3.29% increase in 2011-12.

	Level I	Level II	Level III	Level IV
2012 – 2013	\$27.34	\$30.78	\$34.22	\$37.61
2013 – 2014	\$27.80	\$31.29	\$34.79	\$38.24
2014 – 2015	\$28.26	\$31.82	\$35.37	\$38.88
2015 – 2016	\$28.73	\$32.35	\$35.96	\$39.53
2016 – 2017	\$29.21	\$32.89	\$36.56	\$40.19
2017 – 2018	\$29.70	\$33.44	\$37.17	\$40.86
2018 – 2019	\$30.20	\$34.00	\$37.80	\$41.54

Advancement to each level shall occur after a member has taught the same number of class hours equivalent to 1.0 F.T.E.

Adult Education Teachers who are currently on payroll less than full time shall be offered first refusal on positions which may become available. An effort will be made to maintain parity in terms of hours.

Thirty hours shall constitute full-time for Adult Education Teachers.

R. ADDITIONAL TEACHING EMPLOYMENT:

Except where otherwise determined herein or where the salary is determined by an external funding source such as public or private grants, individual tuitions, etc., payment for such additional teaching employment shall be at a proration of the annual salary.

S. DAY RATE:

Compensation for employees who work extra days and deductions for days not worked by an employee and for which paid leave is not available shall be at the rate of 1/185 of the employee's annual salary.

T. TRAVEL EXPENSE:

Teachers who use their own vehicles for assigned travel between facilities or schools on the same work day or on BOCES business will be reimbursed at the rate allowed by the Internal Revenue Service for the current tax year. All current travel expense reimbursements must be submitted immediately following the last work day in the school year in which the expense was incurred. Submissions after June 30 will not be paid.

U. CURRICULUM DEVELOPMENT

The curriculum development rate, including summer curriculum projects, shall be as set forth below (prorated where appropriate) for a six (6) hour day exclusive of lunch.

2010-2011	\$249.16
2011-2012	\$257.36
2012-2013	\$257.36
2013-2014	\$261.66
2014-2015	\$266.03
2015-2016	\$270.47
2016-2017	\$274.99
2017-2018	\$279.58
2018-2019	\$284.25

V. CLUSTER CHAIRPERSONS:

Teachers who are appointed by BOCES to serve the two year appointment as cluster chairpersons will receive a stipend each year as set forth below. These people will receive 40% of this salary in the first payroll in January and the remainder in the last payroll for the year. The second payment will be dependent upon completion of the objectives developed by the chairperson and approved by the Director not later than the last school day in October.

2012 – 2013	\$2,884.00
2013 – 2014	\$2,932.16
2014 – 2015	\$2,981.13
2015 – 2016	\$3,030.91
2016 – 2017	\$3,081.53
2017 – 2018	\$3,132.99
2018 – 2019	\$3,185.31

W. BUILDING LIAISON LEADER:

The staff member who is appointed by BOCES to serve the annual appointment as Building Liaison Leader will receive a stipend each year as set forth below. The individual will receive 40% of the salary in the first payroll in January and the remainder in the last payroll for the year.

2012 – 2013	\$2,884.00
2013 – 2014	\$2,932.16
2014 – 2015	\$2,981.13
2015 – 2016	\$3,030.91
2016 – 2017	\$3,081.53
2017 – 2018	\$3,132.99
2018 – 2019	\$3,185.31

X. CULINARY ARTS STIPEND:

1. Culinary Arts Instructors that work banquets in the evening, i.e., Annual Dinner, will be paid per person, per banquet each year as set forth below.

Evening buffets serving up to 32 people will be handled by one Culinary Arts Instructor and payment will be at the rate each year as set forth below.

Sit down banquets with 25 or more people in attendance will require 2 instructors present and payment will be at the rate each year as set forth below, per instructor. Effective July 1, 2011, the rate shall be \$245 per instructor.

Sit down banquets with less than 25 people in attendance will require one instructor present and payment will be at the rate each year as set forth below Effective July 1, 2012, the rate shall be \$245.

The number of party members must be confirmed at least 48 hours prior to the event.

Drop off parties may or may not be permitted depending on the menu items and health code requirements as agreed to each time by Culinary Arts Teachers and the Director of the Career and Technical Education Division.

All evening banquets require prior approval of the principal and director.

2012 – 2013	\$245.00
2013 – 2014	\$249.09
2014 – 2015	\$253.25
2015 – 2016	\$257.48
2016 – 2017	\$261.78
2017 – 2018	\$266.15
2018 – 2019	\$270.60

Y. VICA (SKILLS USA) AND YEARBOOK ADVISOR STIPENDS:

A stipend shall be paid to VICA and Yearbook advisors in the Career and Technical Education Division. Lead Advisors will receive a stipend each year as set forth below. The individual will receive 50% of the salary in the first payroll in January and the remainder on the first payday in June. Advisors will receive a stipend each year as set forth below. Payment will be on the first payday in June.

A position description for each advisor will be furnished before appointment. Appointments will be for a one-year period. The stipend is awarded for duties over and beyond the standard workday. The positions of advisors may be transferred from Center to Center depending upon student enrollment.

VICA

Schoharie Center
 1 Lead Advisor
 2 Advisors

Albany Center
 1 Lead Advisor
 6 Advisors

YEARBOOK 1 Lead Advisor
 2 Advisors (1 Schoharie, 1 Albany)

	Lead Advisor	Advisor
2012 – 2013	\$1,350.00	\$675.00
2013 – 2014	\$1,372.55	\$686.27
2014 – 2015	\$1,395.47	\$697.73
2015 – 2016	\$1,418.77	\$709.39
2016 – 2017	\$1,442.46	\$721.23
2017 – 2018	\$1,466.55	\$733.28
2018 – 2019	\$1,491.05	\$745.52

Z. MENTORING:

The BOCES and the Faculty Association have a Mentoring Program that is set forth in a Memorandum of Understanding (MOU). The Mentoring Program is incorporated into this Agreement by reference and may be amended by the parties in writing as they deem appropriate.

Level I Mentors will be paid at the rate each year as set forth below.

2012 – 2013	\$1,534.00
2013 – 2014	\$1,559.62
2014 – 2015	\$1,585.66
2015 – 2016	\$1,612.14
2016 – 2017	\$1,639.07
2017 – 2018	\$1,666.44
2018 – 2019	\$1,694.27

Level II Mentors will be paid at the rate each year as set forth below.

2012 – 2013	\$383.42
2013 – 2014	\$389.82
2014 – 2015	\$396.33
2015 – 2016	\$402.95
2016 – 2017	\$409.68
2017 – 2018	\$416.52
2018 – 2019	\$423.48

The Lead Mentor will be paid at .1 FTE of the Lead mentor's annual base salary.

The Coordinator, if from the Teacher Bargaining Unit, will be paid at .1 FTE of the Coordinator's annual base salary.

AA. CERTIFIED SPEECH LANGUAGE PATHOLOGISTS, PHYSICAL THERAPISTS, OCCUPATIONAL THERAPISTS AND SOCIAL WORKERS PROVIDING MEDICAID REIMBURSABLE SERVICES:

New York State licensed and/or American Speech Language Hearing Association (ASHA) certified speech language pathologists, physical therapists, occupational therapists and social workers who provide Medicaid reimbursable services for students on their own caseload will be paid an annual stipend each year as set forth below. Instances where certified speech language pathologists, physical therapists, occupational therapists and social workers provide under the direction of (UDO) services for students not on their own caseload for the purpose of Medicaid reimbursable services, those licensed professionals shall receive an additional stipend per year as set forth below for each service provider they provide direction to and on whose behalf their license is used for Medicaid reimbursable services.

	License/Certification	Per UDO Staff
2012 – 2013	\$516.00	\$258.00
2013 – 2014	\$524.62	\$262.31
2014 – 2015	\$533.38	\$266.69
2015 – 2016	\$542.29	\$271.14
2016 – 2017	\$551.34	\$275.67
2017 – 2018	\$560.55	\$280.27
2018 – 2019	\$569.91	\$284.96

BB. NATIONAL BOARD FOR PROFESSIONAL TEACHING STANDARDS
CERTIFICATION

Unit members who attain National Board for Professional Teaching Standards Certification shall receive an annual stipend each year as set forth below for the term of the certificate. In the first year of the certificate, the stipend will be prorated based upon the date that the certificate was issued, and in the final year it shall be prorated based upon the expiration date of the certificate.

2012 – 2013	\$1,033.00
2013 – 2014	\$1,050.25
2014 – 2015	\$1,067.79
2015 – 2016	\$1,085.62
2016 – 2017	\$1,103.75
2017 – 2018	\$1,122.18
2018 – 2019	\$1,140.93

CC. NATIONAL HONORY SOCIETY:

2012 – 2013	\$675.00
2013 – 2014	\$686.27
2014 – 2015	\$697.73
2015 – 2016	\$709.39
2016 – 2017	\$721.23
2017 – 2018	\$733.28
2018 – 2019	\$745.52

(ALL RETROACTIVE PAYMENTS WILL BE MADE WITHIN SIXTY (60) DAYS FROM THE DATE OF FORMAL APPROVAL BY THE BOCES BOARD OF EDUCATION)

(MEMBERS OF THE BARGAINING UNIT WHO RETIRED ON OR AFTER JULY 1, 2012 SHALL BE ELIGIBLE FOR ALL RETROACTIVE PAYMENTS. MEMBERS OF THE BARGAINING UNIT WHO LEFT THE EMPLOY OF THE BOCES ON OR AFTER JULY 1, 2012, BUT WHO DID NOT RETIRE FROM THE BOCES, SHALL NOT BE ELIGIBLE FOR ANY RETROACTIVE PAYMENTS.)

ARTICLE IX - INSURANCE

A. HEALTH INSURANCE

1. Eligibility

- a. Employees who work .5 FTE or greater shall be eligible for an employer premium contribution by the BOCES.
- b. The effective date of health insurance eligibility shall be the starting date of regular appointment to a Teacher Bargaining Unit position of .5 FTE or greater on a regular basis, unless the employee is the primary subscriber/policyholder of a health insurance policy from another source. Where the employee indicates such existing coverage from another source, BOCES health insurance coverage shall be effective the first day of the month following the effective date of regular appointment.
- c. Existing employees who currently have BOCES sponsored health insurance as of January 29, 2007, shall continue to be eligible for an employer contribution (health, dental, and vision as appropriate) until such time they leave the employ of the BOCES or otherwise voluntarily cease participation in the BOCES insurance program(s), whichever shall occur first.

2. Plan Offerings

BOCES will provide the following two (2) plans:

- a. The New York State Health Insurance Program's (NYSHIP) "Empire Plan", PA Core Plus Enhancements.
- b. The Empire Blue Cross Prism EPO Health Insurance Plan.

3. Prescription Drugs

Express Scripts shall administer the prescription drug benefit for all health plans except the New York State Health Insurance Program (NYSHIP). Prescription drug coverage and employee co-pays for the Empire Plan shall be as provided by the terms of the Empire Plan. For the Empire Blue Cross PRISM EPO plan, the prescription drug employee co-pay shall be \$5 for generic drugs and \$10 for brand name drugs. The employee co-pay for mail order shall be \$10 generic and \$20 brand name (two month co-pay for a three month supply).

4. Employer/Employee Premium Contributions (Active Employees)

- a. BOCES shall pay 100% of the total premium cost for individual or family coverage for employees hired on or before June 30, 1984.
- b. BOCES shall pay 80% of the total premium cost with the employee paying the remaining 20% for individual or family coverage for employees hired after June 30, 1984.

5. Employer/Employee Premium Contributions (Retired Employees)

- a. Any employee meeting the retirement requirements pursuant to the appropriate New York State Retirement System will have his/her health insurance coverage continued provided the employee has no less than ten (10) years service at BOCES at the time of retirement.
- b. BOCES shall pay the total premium cost for individual coverage for members of the Bargaining Unit who retire officially from service in this BOCES subsequent to June 30, 1974. Retirees may continue family coverage by paying 50% of the difference between the family premium and the individual premium.

6. Reduction In Force

- a. Any laid-off employee who had been employed at .5 FTE or greater, who is offered and accepts part-time work at less than .5 FTE, shall be eligible for the BOCES premium contribution provided the employee had BOCES sponsored health insurance coverage as of the date of layoff.
- b. Members of the Bargaining Unit who are terminated due to a reduction in force may elect to continue their health insurance coverage pursuant to COBRA (Consolidated Omnibus Reconciliation ACT).

B. DENTAL INSURANCE

- a. Employees who work .5 FTE or greater shall be eligible for an employer premium contribution by the BOCES.
- b. BOCES shall provide and pay for individual and family premiums for the approved dental plan. Members of the Bargaining Unit starting employment after July 1, 1977, shall share the costs for dental coverage on a 50-50 basis with BOCES.
- c. Employees who decline dental insurance at the time of initial employment or revoke their dental insurance coverage will not be eligible for coverage until the time of the BOCES open enrollment periods: the month of July for 12 month employees or the month of September for 10 month employees.

d. Dental coverage shall be as follows:

Type A – Diagnostic and Preventive Services	100% Coverage
Type B – Restorative Services	80% Coverage
Type C – Prosthodontics	50% Coverage
Type D – Orthodontics (\$1,500 lifetime maximum*)	50% Coverage

C. VISION CARE

BOCES will provide vision care through Davis Vision for employees. BOCES shall pay 80% of the premium and the employee shall pay the remaining 20%. The vision care benefit shall be available without a deductible or co-payment on a 24 month cycle for in-network eye exams and eyewear.

D. LONG-TERM DISABILITY

All employees who work at least 20 hours per week will be provided a group Long-Term Disability Insurance Policy. The basic benefit will be 60% of an employee's monthly salary to a maximum of \$5,000 per month. There will be a 90 day waiting period before the benefit becomes effective. The monthly benefits will be reduced by benefits paid under Social Security, Workers' Compensation and/or applicable New York State Retirement System. The annual premium for such a group policy is paid by BOCES.

E. FLEXIBLE SPENDING ACCOUNT:

Employees may participate in a Flexible Benefit Plan in accordance with Section 125 of the Internal Revenue Service for purposes of health and dental insurance premium contributions, child and dependent care, and medical reimbursement expenses. BOCES shall pay the administrative fee for this program for all Teacher Unit members.

ARTICLE X - LEAVES

A. SHORT TERM LEAVES:

Unit members in their first year of service with BOCES, other than Adult Education Teachers who are provided for in Paragraph B below, shall be entitled to twelve (12) days of short term leave. For each subsequent year of BOCES service, there shall be one additional day of short term leave per year until the seventh year of service when unit members shall reach their maximum entitlement of eighteen (18) days per year. Unused short term leave shall be converted to sick leave which accumulates without limit.

1. SICK LEAVE

Unit members shall be entitled to leave with pay for personal illness up to the number of days of short term leave available for the current year. In the event that a unit member's annual entitlement to short term leave is exhausted, sick leave may continue up to the number of days accumulated sick leave. Up to ten (10) days per year of a unit member's annual entitlement to short term leave may be used to care for a sick child, spouse, or parent, however, accumulated sick leave may not be used for family illness.

2. PERSONAL DAYS

Unit members shall be entitled to up to four (4) days leave per year with pay to transact personal business that cannot be done except during school hours. Each personal day that is used shall be charged against the unit member's annual entitlement to short term leave for the current school year. Personal leave days may not be taken after the unit member's annual entitlement to short term leave for the current school year has been exhausted. Application for the use of a personal day must be made in writing three (3) school days in advance, if possible, and state the personal business to be transacted.

3. BEREAVEMENT DAYS

Unit members shall be eligible for up to ten (10) days leave per year with pay in the event of the death of the teacher's spouse, child, parent, sibling, parent-in-law, grandparent, grandchild, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or a person living in the household as the unit member's partner. Each day that is used for bereavement leave shall be charged against the unit member's annual entitlement to short term leave for the current school year. Bereavement leave may not be taken after a unit member's annual entitlement to short term leave for the current year has been exhausted. Additional days of bereavement leave may be granted at the discretion of the District Superintendent.

4. RELIGIOUS HOLIDAYS

Unit members shall be eligible for up to three (3) days leave with pay for observing religious holidays. Each day that is used for a religious holiday shall be charged against the unit member's annual entitlement of short term leave for the current school year. Religious holiday leave may not be taken after the unit member's annual entitlement to short term leave for the current school year has been exhausted. Application for use of religious holiday leave must be made in writing three (3) school days in advance and state the religious holiday to be observed.

5. PERSONAL INJURY

Whenever a full-time unit member is unable to work as a result of a personal injury caused by an accident during a conscientious effort to perform the unit member's official duties and it is determined that the unit member is entitled to Workers' Compensation benefits, the unit member will be continued at full salary reduced by the amount of Workers' Compensation benefits for a period equal to the number of days of sick leave that the unit member has accumulated. Benefit days prior to the initial payment of Workers' Compensation benefits will be deducted from the unit member's sick leave. No other deduction from the unit member's sick leave shall be made under this paragraph.

6. PRORATION FOR LEAVE

Sick leave and personal leave will be prorated for the amount of service rendered where a unit member retires, resigns or goes on leave without pay prior to the end of a school year. If more days have been taken than the member is entitled to, a deduction will be made in the final check.

7. COMPENSATION FOR UNUSED SICK LEAVE

- a. Upon retirement at age fifty-five or older, a unit member shall be entitled to compensation for one-half (1/2) of the total number of sick leave days accumulated by the unit member while in BOCES service, up to a maximum of two hundred (200) such accumulated days. Sick leave accumulated by a unit member while employed by the Schenectady City School District or any other school district and transferred to BOCES shall not be counted. The daily rate shall be determined by dividing the salary provided on the appropriate step and column by one hundred eight-five (185) days. The salary schedule in effect for the last full school semester worked by the unit member shall be used. Written notice of intention to retire and application for such compensation shall be made not later than ninety (90) calendar days preceding the effective date of retirement. In the event of significant mitigating circumstances, the District Superintendent or his/her designee may waive this requirement.
- b. In the event a unit member should be forced to retire due to a disability, the ninety (90) day notification requirement and the age 55 or older threshold shall be waived and compensation for unused sick leave shall be determined and paid as prescribed in the article.
- c. In the event of the death of a unit member prior to retirement, the benefit payable in a. above shall be payable to the estate of the unit member. The date of death shall be deemed the date of retirement for computation purposes.

B. SHORT TERM LEAVES – ADULT EDUCATION TEACHERS

1. ACCRUAL

Adult Education Teachers shall be entitled to accrue short term leave as follows:

- a. first year of BOCES service: 5 days
- b. second year of BOCES service: 6 days
- c. third year of BOCES service: 7 days
- d. fourth year of BOCES service: 8 days
- e. fifth year of BOCES service: 9 days
- f. sixth year or more of BOCES service: 10 days

Notwithstanding the accrual schedule above, the maximum number of short term leave days an Adult Education Teacher may accumulate and/or carry over from one year to the next is ten (10) days total. Accordingly, the maximum number of short term leave days an Adult Education Teacher may begin a school year with is ten (10) days.

2. USAGE

Adult Education Teachers short term leave days with pay may be used for any of the following purposes:

- a. Personal illness.
- b. Family illness. Each short term leave day that is used to care for a sick child, spouse, or parent shall be charged against the Adult Education Teacher's annual entitlement to short term leave for the current school year, however, short term leave that has been carried over may not be used for family illness.
- c. Adult Education Teachers shall be entitled to use up to three (3) of the above short term leave days per year with pay to transact personal business that cannot be done during school hours. Each personal day that is used shall be charged against the Adult Education Teacher's annual entitlement to short term leave for the current school year. Application for the use of short term leave for personal business must be made in writing within three (3) school days in advance, if possible, and state the personal business to be transacted.
- d. Bereavement. Short term days may be taken in the event of the death of the Adult Education Teacher's spouse, child, parent, sibling, parent-in-law, grandparent, grandchild, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or a person living in the household as the Adult Education Teacher's partner. Each day that is used for bereavement leave shall be charged against the Adult Education Teacher's annual entitlement to short term leave for the current school year.

- e. Religious holidays. Adult Education Teachers shall be eligible to use up to three (3) of the above short term leave days per year with pay for observing religious holidays. Each day that is used for a religious holiday shall be charged against the Adult Education Teacher's annual entitlement to short term leave for the current school year. Application for use of short term leave for a religious holiday must be made in writing three (3) school days in advance and state the religious holiday to be observed.

3. PERSONAL INJURY

Whenever a full-time Adult Education Teacher is unable to work as a result of a personal injury caused by an accident during a conscientious effort to perform the teacher's official duties and it is determined that the teacher is entitled to Workers' Compensation benefits, the teacher will be continued at full salary reduced by the amount of Workers' Compensation benefits for a period equal to the number of days of short term leave that the teacher has accumulated. Benefit days prior to the initial payment of Workers' Compensation benefits will be deducted from the teacher's short term leave. No other deduction from the teacher's short term leave shall be made under this paragraph.

4. PRORATION OF LEAVE

Short term leave will be prorated for the amount of service rendered when an Adult Education Teacher retires, resigns or goes on leave without pay prior to the end of a school year. If more days have been taken than the member is entitled to, a deduction will be made in the final check.

C. SABBATICAL LEAVE

1. For a member of the Bargaining Unit to be eligible for sabbatical leave, he/she must be at least in his/her sixth year of service with BOCES when application is made.
2. Application for sabbatical leave shall reflect a full time course of study acceptable to the District Superintendent.
3. Applications for sabbatical leave shall be made not later than January 15 of the year study will commence.
4. Sabbatical leave may be granted to members of the Bargaining Unit solely as a matter of discretion of the District Superintendent and the BOCES Board. No minimum of sabbatical leaves are required.
5. The District Superintendent shall inform the teacher no later than March 15 of the year that the sabbatical is granted.

6. Approval of sabbatical leave shall be contingent upon written agreement to return upon termination of sabbatical leave for at least two (2) years service. The obligation to repay benefits received in the event of failure to return shall not apply in the event of the teacher's death or permanent disability which prevents the teacher from returning to work at BOCES.
7. A member of the Bargaining Unit on sabbatical shall receive one-half salary as determined from the salary schedule for that school year. Salary is to be made in equal payments, the first payment on September 15 and the final payment no later than June 30.

D. CHILD REARING LEAVE

Child rearing leave without pay shall be granted upon application to the District Superintendent at least sixty (60) days prior to the proposed effective date. Such leave shall be for a term of not more than two (2) years, shall conclude simultaneously with the beginning of the academic year and shall be available on two occasions. The District Superintendent shall have the discretion to grant an extension or additional requests for such year.

E. EXTENDED PERSONAL LEAVE

Members of the Bargaining Unit shall be entitled to extended personal leave without pay on one occasion. The duration of such leave may be for a period of up to one year for teachers with five years of service with BOCES or more, and up to two years for teachers with ten years of service with BOCES at the time the request for such leave is made. The termination of such leave shall coincide with the end of the school year. The District Superintendent shall have the discretion to grant an extension or additional requests for such leave or to grant extended personal leave to teachers with less than five years of service with BOCES.

F. TEACHER EXCHANGE LEAVE

Leave without pay may be granted up to two years for exchange teacher service, upon application to the District Superintendent prior to March 15, in order to gain experience in another system. Upon returning, an employee shall be considered as though employed by BOCES during the period of the leave for salary placement purposes.

G. ILLNESS OR INJURY LEAVE

Illness or injury leave without pay may be granted upon application to the District Superintendent for a period not to exceed two years beyond accumulated sick leave.

H. COURT APPEARANCES

Teachers shall be entitled to leave with pay to make a necessary appearance in a legal proceeding resulting from a conscientious attempt to perform their official duties. Teachers shall also be entitled to leave with pay to perform necessary jury duty. Any compensation received by the teacher for appearing in such a legal proceeding or for performing jury duty shall be remitted to BOCES.

I. SICK LEAVE BANK

A bank of sick days will be established in order to make income assistance available to Unit members during illnesses. The bank shall be administered by two trustees, one of whom shall be the President of the Association or his/her designee and one of whom shall be the District Superintendent or his/her designee. The trustees will submit an annual report to the President and the District Superintendent.

Application for use of such sick leave days shall be made in writing to the trustees at least five (5) school days prior to the requested use. Such applications must be accompanied by a doctor's certificate certifying a medical disability, its nature and expected duration. The trustees may require, in addition, such a certification from the school physician. Upon approval by the trustees, a Unit member may use up to forty-five (45) days of such bank as necessary. Additional application and approval will be required for use beyond the first forty-five (45) days. It is the purpose of the bank to provide income assistance to Unit members only for those days on which the Unit members would have earned salary. The trustees shall consider the nature of the illness, the number of days available in the bank, the number of applicants approved and pending and such other criteria as in the sole and exclusive judgment of the trustees shall result in an equitable use of such bank consistent with its intent and purpose.

It is necessary for use of sick leave days from the bank that an applicant shall have first exhausted all sick leave days otherwise available to such applicant.

The Sick Leave Bank will consist of the balance of days in the sick leave bank as of June 30, 1990, and those contributed at the beginning of the school year by members of the Bargaining Unit at the rate of one (1) per year whenever the bank falls below 600 days at the end of the previous school year (June 30).

It is understood and agreed that the employer has no liability or obligation under any circumstances to grant or contribute sick leave days to any individual or the Association by virtue of this provision for a bank of sick leave days.

All decisions of the trustees with respect to the administration of this bank or the application and interpretation of the provisions hereof shall be final and conclusive and not subject to the grievance procedure.

Any income reimbursement paid or payable to a unit member from any source other than the District attributable to disability and for which the sick leave days were used from the bank shall be paid over to the District to the extent that the District has made expenditures for the use of such sick leave days from the bank. This rule does not apply to reimbursement from any private insurance the employee may have. Sick leave days shall be restored to the bank in the same ratio as the amount of disability income reimbursement paid to the District bears to the amount of sick leave benefits paid by the District from the bank.

J. CONSECUTIVE LEAVES

Employees who have been granted Sabbatical Leave, Child Rearing Leave, Extended Personal Leave, or Teacher Exchange Leave shall not be entitled to additional leave for any of the above purposes until that employee has returned to work for a period of not less than two (2) academic years, provided however, that two (2) periods of Child Rearing Leave may be taken consecutively. Periods of consecutive leave may be granted at the discretion of the District Superintendent.

K. RETURN FROM LEAVE

Any teacher returning from leave, other than short term leave or a court appearance, shall give written notice to the District Superintendent on or before March 15th before the end of the scheduled leave, that he or she will return to work at the beginning of the following school year. In the event that the teacher fails to provide such notice, BOCES may send written notice to the teacher that the leave is ending and that the teacher must give written notice within two weeks that he or she will return to work at the beginning of the following school year. If the teacher fails to respond in writing within two weeks, then the teacher will be deemed to have abandoned his or her position. BOCES shall give such notice by certified mail, return receipt requested, sent to the teacher's last known address. In the event that the certified notice is returned, the President of the Association shall be notified, and the notice shall be sent to the teacher by regular mail and the teacher shall have two weeks to respond from the date the notice is sent by regular mail.

L. ASSAULT LEAVE

In the event that an assault of a unit member takes place during the course of his/her employment, the member shall provide all particulars of the incident to his/her principal, supervisor, or any other BOCES administrator in charge. The administrator shall file a written notification to the District Superintendent within one (1) working day of the alleged assault whenever possible.

If the unit member sustains physical injury, and is unable to report to work to perform his/her assigned duties as a result of this reported incident, the member may apply for between one (1) and seven (7) days of Assault Leave. The application shall be submitted to the Director of Human Resources, for consideration by the Trustees for the Assault Leave benefit. During the time that the application is being considered, the unit member's sick leave will be charged. If the application is approved and Assault Leave awarded, the Business Office will be notified that the member's sick leave shall be returned, in an amount of days equal to the number of Assault Leave days granted, up to a maximum of seven (7) days. The Trustees shall have the right to request a doctor's verification before awarding days.

Requests for compensation for any and all work time in excess of seven days lost due to medical injury on the job shall be submitted to the Business Office for consideration under Workers' Compensation coverage.

There shall be three Trustees for the Assault Leave benefit. One shall be designated by the District Superintendent, two shall be designated by the Faculty Association President. The Trustees shall consider the nature of the injury, and other criteria which, in their sole and exclusive judgment shall result in an equitable use of this benefit which is consistent with its intent. All decisions of the Trustees with respect to the administration of this provision or the application and interpretation of the provisions hereof shall be final and conclusive, and not subject to the grievance procedure.

It shall be the responsibility of the unit member to assist and cooperate with the BOCES Board, Administration, and other authorities in the event that the BOCES or law enforcement authorities decide to prosecute any charges against such student in the appropriate court or administrative agency. In such case, the unit member may be represented by an attorney for the District and/or his/her own attorney. In addition, the unit member may elect to take independent action as a result of the assault, in which case, it shall be at the unit member's own expense, with counsel of the unit member's choice. If the unit member is represented by an attorney for the District, who is unable to be present for a court appearance at which the teacher has been notified to be present, such attorney shall be responsible for notifying the appropriate legal body and the unit member of the postponement, and also responsible for notifying all parties of the adjournment date.

ARTICLE XI - REDUCTION IN FORCE

A. NOTICE

Notice of a proposed reduction in force shall be given to the Association at least five (5) school days or five (5) working days during July and August prior to the Board meeting at which such proposal will be considered.

B. PLACEMENT

In the event of a reduction in the teaching staff, BOCES will make available such information as BOCES has concerning employment opportunities for teachers.

C. PREFERRED ELIGIBLE LIST

Teachers who have been discontinued because of a reduction in the teaching staff shall be placed on a preferred eligible list of candidates for appointment to a vacancy that may thereafter occur in a position which is similar to the position formerly occupied by the teacher in BOCES. Such preferred eligible list shall remain in effect for such period as is required by the Education Law. A teacher who is notified in writing to return to work on a certain date shall, within ten (10) calendar days, give written notice to BOCES that he/she will return to work on the specified date. Failure to provide such notice shall be deemed an abandonment of the employee's right to be recalled to fill a vacancy. BOCES shall give such notice by certified mail, a return receipt requested, sent to the teacher's last known address. In the event that the certified notice is returned, the President of the Association shall be notified, and the notice shall be sent to the teacher by regular mail and the teacher shall have ten (10) days to respond from the date the notice is sent by regular mail.

D. PREFERMENT

Teachers who have been discontinued because of a reduction in the teaching staff and who possess qualifications equivalent to those of other applicants shall be entitled to preferment for employment in positions where BOCES is hiring to fill an existing vacancy. The right of preferment shall continue for such period as the teacher remains on a preferred eligible list or until the teacher gains employment in a teaching position elsewhere, whichever occurs first.

E. LEAVE ACCRUALS

Upon recall from a preferred eligibility list, unit members shall have any leave accruals that existed at the date they were placed on the preferred eligibility list fully restored.

ARTICLE XII - DURATION

This Agreement shall become effective July 1, 2012 and terminate on June 30, 2019.

ARTICLE XIII - LEGISLATIVE AUTHORITY

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 be effective until the appropriate legislative body has given approval.

SIGNED FOR THE ASSOCIATION:

President, Capital Region BOCES
Faculty Association

DATED: _____

SIGNED FOR BOCES:

District Superintendent, Albany-Schoharie-
Schenectady-Saratoga
Board of Cooperative Educational
Services

DATED: _____

APPENDIX A

CAPITAL REGION BOCES FACULTY ASSOCIATION

1015 Watervliet-Shaker Road

Albany, New York 12205

Grievance No. _____

Date _____

Stage _____

Hearing Requested _____

Date

STATEMENT OF GRIEVANCE

Aggrieved Party _____

Position _____

Provision Involved _____

Factual Statement of Grievance (Time and place of occurrence, party responsible and informal attempts at resolution).

Use reverse side if necessary

Redress sought _____

Signed _____

Teacher

Signed _____

For the Association

APPENDIX B

**ANNUAL PROFESSIONAL PERFORMANCE
REVIEW DOCUMENTS (APPR)**



Pre-Conference Questions

Name of Staff Member:

Date of Pre-Conference:

Observation Date:

1. Explain the make-up of this class e.g. types of students, learning characteristics, special needs, instructional levels.
2. What are the instructional objectives of this lesson? What do you intend your students to be able to do as a result of the lesson?
3. How will you assess the success of this lesson?

APPR-Adopted 2002



Pre-Conference Questions

4. What instructional strategies and activities will you use as part of the lesson?
5. What materials, resources, or technologies will you use during this lesson?
6. How will you modify or accommodate this lesson for different learning needs?



Pre-Conference Questions

7. What are some of your concerns about this lesson?
8. Is there anything else that the observer needs to know about this lesson?



Observation/Professional Practice Reflection Form (Attachment A)

Name: _____

Division: _____

Class/Assignment: _____

Observation Date: _____

(Please complete this form before the post-conference)

1. As I reflect on the lesson/session, to what extent were students productively engaged?
2. Did the students learn/accomplish what I intended? Were my goals met? How do I know, or how and when will I know?
3. Did I alter my goals or plan as I taught the lesson or conducted the session? Why?
4. If I had the opportunity to teach this lesson or conduct this session again to this same student(s), what would I do differently? Why?



Summative Evaluation Form
General Education and Itinerants
Attachment B1

Unit Member's Name:

Division:

Class/Assignment:

Academic Year:

Year began working in the Capital Region BOCES in a Teacher Unit Position:

Key: U...Unsatisfactory B...Basic P...Proficient D...Distinguished

U	B	P	D	Areas of Evaluation	Comments/Recommendation
---	---	---	---	---------------------	-------------------------

Domain #1 Planning and Preparation

				1a. Demonstrating Knowledge of Content And Pedagogy	
				1b. Demonstrating Knowledge of students	
				1c. Selecting Instructional Goals	
				1d. Demonstrating Knowledge of Resources	
				1e. Designing Coherent Instruction	
				1f. Assessing Student Learning	

Domain #2 The Classroom Environment

				2a. Creating an Environment of Respect and Rapport	
				2b. Establishing a Culture for Learning	
				2c. Managing Classroom Procedures	
				2d. Managing Student Behavior	
				2e. Organizing Physical Space	

Domain #3 Instruction

				3a. Communicating Clearly and Accurately	
				3b. Using Questioning and discussion techniques	
				3c. Engaging Students in Learning	
				3d. Providing Feedback to Students	
				3e. Demonstrating Flexibility and Responsiveness	

Domain #4 Professional Responsibilities

				4a. Reflecting on Teaching	
				4b. Maintaining Accurate Records	
				4c. Communicating with Families	
				4d. Contributing to the School and District	
				4e. Growing and Developing Professionally	
				4f. Showing Professionalism	

Evaluator's Comments:

Evaluator's Signature: _____ Date: _____

Unit Member's Signature _____ Date: _____

(Unit Member's comments must be returned no later than 10 days after receipt of Summative Evaluation Form)

_____ Check here if Unit Member is attaching comments

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Capital Region BOCES
 Summative Evaluation Form
 English as Second Language Teachers
 Attachment B2

Unit Member's Name:

Division:

Class/Assignment:

Academic Year:

Year began working in the Capital Region BOCES in a Teacher Unit Position:

Key: U...Unsatisfactory B...Basic P...Proficient D...Distinguished

U	B	P	D	Areas of Evaluation	Comments/Recommendation
Domain #1 Planning and Preparation					
				1a. Demonstrating Knowledge of Content And Pedagogy	
				1b. Demonstrating Knowledge of students	
				1c. Selecting Instructional Goals	
				1d. Demonstrating Knowledge of Resources	
				1e. Designing Coherent Instruction	
				1f. Assessing Student Learning	
Domain #2 The Classroom Environment					
				2a. Creating an Environment of Respect and Rapport	
				2b. Establishing a Culture for Learning	
				2c. Managing Classroom Procedures	
				2d. Managing Student Behavior	
				2e. Organizing Physical Space	
Domain #3 Instruction					
				3a. Communicating Clearly and Accurately	
				3b. Using Questioning and discussion techniques	
				3c. Engaging Students in Learning	
				3d. Providing Feedback to Students	
				3e. Demonstrating Flexibility and Responsiveness	
Domain #4 Professional Responsibilities					
				4a. Reflecting on Teaching	
				4b. Maintaining Accurate Records	
				4c. Communicating with Families	
				4d. Contributing to the School and District	
				4e. Growing and Developing Professionally	
				4f. Showing Professionalism	

Evaluator's Comments:

Evaluator's Signature: _____ Date: _____

Unit Member's Signature _____ Date: _____

(Unit Member's comments must be returned no later than 10 days after receipt of Summative Evaluation Form)

_____ Check here if Unit Member is attaching comments

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Capital Region BOCES
 Summative Evaluation Form
 Guidance
 Attachment B3

Unit Member's Name _____

Division: _____

Class/Assignment: _____

Academic Year _____

Year began working in the Capital Region BOCES in a Teacher Unit Position: _____

Key: U...Unsatisfactory B...Basic P...Proficient D...Distinguished

U	B	P	D	Areas of Evaluation	Comments/Recommendation
Domain #1 Planning and Preparation					
				1a. Demonstrating Knowledge of School Counseling	
				1b. Demonstrating Knowledge of students	
				1c. Advisement Goals	
				1d. Demonstrating Knowledge of Resources	
				1e. Designing Coherent Guidance Activities	
				1f. Interpreting Student Achievement	
Domain #2 The Classroom Environment					
				2a. Creating an Environment of Respect and Rapport	
				2b. Establishing a Culture for Learning	
				2c. Managing Practice Procedures	
				2d. Supporting School Personnel in Managing Student Behavior	
				2e. Organizing Physical Space	
Domain #3 Instruction					
				3a. Communicating Clearly and Accurately	
				3b. Using Questioning and discussion techniques	
				3c. Engaging Students in Learning during Counseling	
				3d. Personal/Social Growth	
				3e. Career Life Planning	
				3f. Academic Planning and Improvement	
				3g. Providing Feedback to Students	
				3h. Demonstrating Flexibility & Responsiveness	
Domain #4 Professional Responsibilities					
				4a. Reflecting on Teaching	
				4b. Maintaining Accurate Records	
				4c. Communicating with Families	
				4d. Contributing to the School and District	
				4e. Growing and Developing Professionally	
				4f. Showing Professionalism	

Evaluator's Comments:

Evaluator's Signature: _____ Date: _____

Unit Member's Signature _____ Date: _____

(Unit Member's comments must be returned no later than 10 days after receipt of Summative Evaluation Form)

_____ Check here if Unit Member is attaching comments

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Capital Region BOCES
 Summative Evaluation Form
 Social Work
 Attachment B4

Unit Member's Name:

Division

Class/Assignment:

Academic Year:

Year began working in the Capital Region BOCES in a Teacher Unit Position:

Key: U...Unsatisfactory B...Basic P...Proficient D...Distinguished

U	B	P	D	Areas of Evaluation	Comments/Recommendation
Domain #1 Planning and Preparation					
				1a. Demonstrating Knowledge of content Basic to the Social Work Profession	
				1b. Demonstrating Knowledge of diagnostic process	
				1c. Developing Intervention Goals	
				1d. Demonstrating Knowledge of Resources	
				1e. Designing the intervention plan	
				1f. Assessing Student Growth	
Domain #2 The Classroom Environment					
				2a. Creating an Environment of Respect and Rapport	
				2b. Establishing a Counseling Relationship	
				2c. Supporting Classroom/School Procedures	
				2d. Facilitating Positive Student Behavior	
Domain #3 Instruction					
				3a. Communicating Clearly and Accurately	
				3b. Using Questioning and discussion techniques	
				3c. Engaging Students	
				3d. Providing Feedback to Students	
				3e. Demonstrating Flexibility and Responsiveness	
Domain #4 Professional Responsibilities					
				4a. Reflecting on Intervention	
				4b. Maintaining Accurate Records	
				4c. Communicating with Families	
				4d. Social Worker Contributes to School Environment	
				4e. Growing and Developing Professionally	
				4f. Showing Professionalism	

Evaluator's Comments:

Evaluator's Signature: _____ Date: _____

Unit Member's Signature _____ Date: _____

(Unit Member's comments must be returned no later than 10 days after receipt of Summative Evaluation Form)

_____ Check here if Unit Member is attaching comments

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Capital Region BOCES
 Summative Evaluation Form
 Special Education – Classroom
 Attachment B5

Unit Member's Name: _____
 Class/Assignment: _____
 Year began working in the Capital Region BOCES in a Teacher Unit Position _____

Division: _____
 Academic Year: _____

Key: U...Unsatisfactory B...Basic P...Proficient D...Distinguished

U	B	P	D	Areas of Evaluation	Comments/Recommendation
---	---	---	---	---------------------	-------------------------

Domain #1 Planning and Preparation

				1a. Demonstrating Knowledge of content and Pedagogy	
				1b. Demonstrating Knowledge of students	
				1c. Selecting Instructional Goals	
				1d. Demonstrating Knowledge of Resources	
				1e. Designing Coherent Instruction	
				1f. Assessing Student Learning	

Domain #2 The Classroom Environment

				2a. Creating an Environment of Respect and Rapport	
				2b. Establishing a Culture for Learning	
				2c. Managing Classroom Procedures	
				2d. Managing Student Behavior	
				2e. Organizing Physical Space	

Domain #3 Instruction

				3a. Communicating Clearly and Accurately	
				3b. Using Questioning and discussion techniques	
				3c. Engaging Students in Learning	
				3d. Providing Feedback to Students	
				3e. Demonstrating Flexibility and Responsiveness	

Domain #4 Professional Responsibilities

				4a. Reflecting on Teaching	
				4b. Maintaining Accurate Records	
				4c. Communicating with Families	
				4d. Contributing to the School and District	
				4e. Growing and Developing Professionally	
				4f. Showing Professionalism	

Evaluator's Comments:

Evaluator's Signature: _____ Date: _____

Unit Member's Signature _____ Date: _____

(Unit Member's comments must be returned no later than 10 days after receipt of Summative Evaluation Form)

_____ Check here if Unit Member is attaching comments

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Capital Region BOCES
 Summative Evaluation Form
 Special Education –Non-Classroom
 Attachment B6

Unit Member's Name:
 Class/Assignment:
 Year began working in the Capital Region BOCES in a Teacher Unit Position

Division:
 Academic Year:

Key: U...Unsatisfactory B...Basic P...Proficient D...Distinguished

U	B	P	D	Areas of Evaluation	Comments/Recommendation
---	---	---	---	---------------------	-------------------------

Domain #1 Planning and Preparation

				1a. Demonstrating Knowledge of content and Pedagogy	
				1b. Demonstrating Knowledge of students	
				1c. Selecting Instructional Goals	
				1d. Demonstrating Knowledge of Resources	
				1e. Designing Coherent Instruction	
				1f. Assessing Student Learning	

Domain #2 The Classroom Environment

				2a. Creating an Environment of Respect and Rapport	
				2b. Establishing a Culture for Learning	
				2c. Managing Classroom Procedures	
				2d. Managing Student Behavior	
				2e. Organizing Physical Space	

Domain #3 Instruction

				3a. Communicating Clearly and Accurately	
				3b. Using Questioning and discussion techniques	
				3c. Engaging Students in Learning	
				3d. Providing Feedback to Students	
				3e. Demonstrating Flexibility and Responsiveness	

Domain #4 Professional Responsibilities

				4a. Reflecting on Teaching	
				4b. Maintaining Accurate Records	
				4c. Communicating with Families	
				4d. Contributing to the School, District, and the BOCES	
				4e. Growing and Developing Professionally	
				4f. Showing Professionalism	

Evaluator's Comments:

Evaluator's Signature: _____ Date: _____

Unit Member's Signature _____ Date: _____

(Unit Member's comments must be returned no later than 10 days after receipt of Summative Evaluation Form)

_____ Check here if Unit Member is attaching comments

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Capital Region BOCES
 Summative Evaluation Form
 Career and Technical Education – Classroom
 Attachment B7

Unit Member's Name: _____
 Class/Assignment: _____
 Year began working in the Capital Region BOCES in a Teacher Unit Position _____

Division: _____
 Academic Year: _____

Key: U...Unsatisfactory B...Basic P...Proficient D...Distinguished

U	B	P	D	Areas of Evaluation	Comments/Recommendation
Domain #1 Planning and Preparation					
				1a. Demonstrating Knowledge of Professional Practice	
				1b. Demonstrating Knowledge of students	
				1c. Selecting Instructional Goals	
				1d. Demonstrating Knowledge of Resources	
				1e. Designing Coherent Instruction	
				1f. Assessing Student Learning	
Domain #2 The Classroom Environment					
				2a. Creating an Environment of Respect and Rapport	
				2b. Establishing a Culture for Learning	
				2c. Managing Classroom Procedures	
				2d. Managing Student Behavior	
				2e. Organizing Physical Space	
Domain #3 Instruction					
				3a. Communicating Clearly and Accurately	
				3b. Using Questioning and discussion techniques	
				3c. Engaging Students in Learning	
				3d. Providing Feedback to Students	
				3e. Demonstrating Flexibility and Responsiveness	
Domain #4 Professional Responsibilities					
				4a. Reflecting on Teaching	
				4b. Maintaining Accurate Records	
				4c. Communicating with Families	
				4d. Contributing to the School, and District	
				4e. Growing and Developing Professionally	
				4f. Showing Professionalism	

Evaluator's Comments:

Evaluator's Signature: _____ Date: _____

Unit Member's Signature _____ Date: _____

(Unit Member's comments must be returned no later than 10 days after receipt of Summative Evaluation Form)

_____ Check here if Unit Member is attaching comments

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Capital Region BOCES
 Summative Evaluation Form
 Career and Technical Education – Non-Classroom
 Attachment B8

Unit Member's Name:
 Class/Assignment:
 Year began working in the Capital Region BOCES in a Teacher Unit Position

Division:
 Academic Year:

Key: U...Unsatisfactory B...Basic P...Proficient D...Distinguished

U	B	P	D	Areas of Evaluation	Comments/Recommendation
Domain #1 Planning and Preparation					
				1a. Demonstrating Knowledge of Field	
				1b. Demonstrating Knowledge of students	
				1c. Selecting Goals	
				1d. Demonstrating Knowledge of Resources	
				1e. Designing Relevant Action Plans	
				1f. Assessing Outcomes	
Domain #2 The Classroom Environment					
				2a. Creating an Environment of Respect and Rapport	
				2b. Establishing a Collaborative Culture	
				2c. Managing Procedures	
				2d. Managing Student Behavior	
				2e. Organizing Physical Space	
Domain #3 Instruction					
				3a. Communicating Clearly and Accurately	
				3b. Using Effective Techniques	
				3c. Establishing Effective Action Plans	
				3d. Feedback	
				3e. Demonstrating Flexibility and Responsiveness	
Domain #4 Professional Responsibilities					
				4a. Reflecting	
				4b. Maintaining Accurate Records	
				4c. Communicating with Clientele	
				4d. Contributing to the School and Community	
				4e. Growing and Developing Professionally	
				4f. Showing Professionalism	

Evaluator's Comments:

Evaluator's Signature: _____ Date: _____

Unit Member's Signature _____ Date: _____

(Unit Member's comments must be returned no later than 10 days after receipt of Summative Evaluation Form)

_____ Check here if Unit Member is attaching comments

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Capital Region BOCES
 Summative Evaluation Form
 Special Education Related Services – Classroom
 Attachment B9

Unit Member's Name:
 Class/Assignment:
 Year began working in the Capital Region BOCES in a Teacher Unit Position

Division:
 Academic Year:

Key: U...Unsatisfactory B...Basic P...Proficient D...Distinguished

U	B	P	D	Areas of Evaluation	Comments/Recommendation
Domain #1 Planning and Preparation					
				1a. Demonstrating Knowledge of Professional Practice	
				1b. Selection of Therapeutic Goals	
				1c. Demonstrating Knowledge of Resources	
				1d. Designing Appropriate Therapy	
				1e. Assessing Student Learning	
Domain #2 The Therapeutic Environment					
				2a. Creating an Environment of Respect and Rapport	
				2b. Managing Student Behavior	
				2c. Organizing Physical Space	
				2d. Establishing a Culture for Learning	
Domain #3 Instruction					
				3a. Communicating Clearly and Accurately	
				3b. Using Questioning and Discussion Techniques	
				3c. Engaging Students in Learning	
				3d. Providing Feedback to Students	
				3e. Demonstrating Flexibility and Responsiveness	
Domain #4 Professional Responsibilities					
				4a. Reflecting on Teaching	
				4b. Maintaining Accurate Records	
				4c. Communicating with Families	
				4d. Contributing to School and BOCES	
				4e. Growing and Developing Professionally	
				4f. Showing Professionalism	

Evaluator's Comments:

Evaluator's Signature: _____ Date: _____

Unit Member's Signature _____ Date: _____

(Unit Member's comments must be returned no later than 10 days after receipt of Summative Evaluation Form)

_____ Check here if Unit Member is attaching comments

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Self-Review

(Attachment C)

Name:

Year:

Circle the Rubric description that best describes your performance for each component and/or element that follows. *
(Use this section to write personal notes as you complete this self-review)

To be completed by non-tenured 3rd year/or final year for staff who have other than a three-year Probationary Period, and 1st, 2nd, 3rd year tenured staff.



*Employees should use the appropriate rubric for their assignment.

Professional Growth Plan
(Attachment D)

Name:

Division:

Year(s):

Domain	Component	Goal	Action Plan/Activities	Evidence of Completion
1.				
2.				
3.				



Professional Growth Plan
(Attachment D)

Domain	Component	Goal	Action Plan/Activities	Evidence of Completion
1.				
2.				
3.				

Evaluators' Signature: _____

Unit Member's Signature: _____

Date of Collaboratively Developed Plan:

Date of Progress Review:

Date of Year End Conference:



Observation/Assessment Feedback form
(Attachment E 1)

Unit Member's Name:

Evaluator's Name:

Division:

Class/Assignment:

Date of Observation/Assessment:

(This observation Feedback form must be returned no later than 15 working days after the observation/assessment.)

(A Post-Conference must be conducted no later than 20 days after the observation/assessment.)

APPR-Adopted 2002



Observation/Assessment Feedback Form
(Attachment E 2)

Date:

Domain 1: Planning and Preparation

Demonstrating knowledge of content, pedagogy, or practice; Demonstrating knowledge of student; Selecting goals; Demonstrating knowledge of resources: Designing coherent instruction or plans; Assessing student learning/progress.

Evaluator's Feedback



Observation/Assessment Feedback Form
(Attachment E 3)

Date:

Domain 2: The Classroom/Practice Environment

Creating an Environment of Respect and Rapport; Establishing a Culture for Learning/Practice
Managing Classroom/Practice Procedures; Managing Student Behavior; Organizing Physical
Space.

Evaluator's Feedback



Observation/Assessment Feedback Form
(Attachment E 4)

Date:

Domain 3: Instructional/Practice Skills

Communications Clearly and Accurately; Using Questioning and Discussion Techniques;
Engaging Students; Providing Feedback; Demonstrating Flexibility and Responsiveness;
Personal/Individual Growth (Guidance only); Career/Life Planning (Guidance only)

Evaluator's Feedback



Observation/Assessment Feedback Form
(Attachment E 5)

Date:

Domain 4: Professional Responsibilities

Reflecting on Teaching; Maintaining Accurate Records; Communicating with Families; Contributing to the School, District and the BOCES. Growing and Developing Professionally; Showing Professionalism.

Evaluator's Feedback

Evaluator's Signature: _____ Date: _____

Unit Member's Signature: _____ Date: _____

Post conference Date: _____

Check here if Unit Member is attaching comments.



Professional Responsibilities Portfolio
Domain 4

Name of Staff Member:

Date of Pre-Conference:

Reflecting on Teaching

Describe or show evidence of how you reflect on your teaching and how you have changed practice as a result.

Maintaining Accurate Records

Describe or show evidence of your system for maintaining information on student's assignments, student's progress, or non-instructional activities e.g. ordering of materials, letters, etc.



**Professional Responsibilities Portfolio
Domain 4**

Communicating with Families

Describe or show evidence of how you communicate with families on a regular basis e.g. contact logs, letters, announcements, parent conferences, etc.

Contributing to the School and BOCES

Describe or show evidence of how you support and collaborate with your colleagues, building, and/or BOCES e.g. initiatives in taking leadership among the faculty, participating in building/BOCES events, activities, or committee service.



**Professional Responsibilities Portfolio
Domain 4**

Growing and Developing Professionally

Describe or show evidence of the professional growth activities in which you participate e.g. workshops, conference, courses, mentoring, etc.

Professional Responsibilities

Describe or show evidence of how you have extended yourself to work with students in need, with your strand or cluster, or building, and/or work with other teams in and outside your assignment.



**Tenured Teacher Encountering Difficulty
(Submit to Director and Association Representative)**

Name of Staff Member:

Division:

Current Position/Assignment:

Name of Supervisor/Principal:

Date:

1. Description of Difficulty
2. Action(s) Take to Date
3. Progress to Date
4. Other Information

APPENDIX C

NOTE: THIS MEMORANDUM OF AGREEMENT PERTAINS SOLELY TO ADULT EDUCATORS OTHER THAN ADULT EDUCATORS OF LICENSED PRACTICAL NURSING OR COSMETOLOGY.

MEMORANDUM OF AGREEMENT

Between

CAPITAL REGION BOCES

And

**CAPITAL REGION BOCES
FACULTY ASSOCIATION**

A. Appointment and Salary

1. Adult education teachers shall be appointed to one-year terms, subject to renewal on an annual basis and are not eligible to receive tenure.
2. An adult education teachers shall be considered full time if they actually work a minimum of 1,200 hours between July 1 to June 30 of any given year.
3. Progression from one level to the next level on the on the adult education hourly pay scale set forth in the Agreement shall be premised upon the completion of a total 1,200 hours of work and shall be effective the July 1 following the completion of the total of 1,200 hours of work. Use of paid accruals shall count toward the 1,200 requirement.
4. Adult education teachers who have completed 10,000 or more cumulative hours of service to the BOCES shall be eligible to receive an annual longevity payment as follows:
 - i) the teacher works 1,200 hours or more annually between July 1 and June 30 in any given year.
 - ii.) the amount of longevity payment shall be \$750.
 - iii.) the payment shall be made no later then 60 calendar days following June 30.

B. Health Insurance (Health/Dental/Vision)

1. Adult education teachers projected to work 600 hours in any fiscal year shall be immediately eligible for health insurance at the contribution rates set forth in the collective bargaining agreement.
2. In order for an adult education teacher to continue to remain eligible to receive the employer's contribution for health insurance the employee must work a minimum of 300 hours during the preceding 13 payroll periods, as determined by the BOCES on September 1 & March 1 of each year. The employer contribution to health insurance shall continue only for those adult education teachers who have met the requirement for a minimum of 300 hours of work as so measured. If any employee has not met this minimum requirement, the employer shall not continue to contribute to the cost of health insurance although the employee may continue coverage by paying the full premium at 100%. The employer's premium contribution shall be resumed when the employee has worked a minimum of 300 hours in a subsequent 13 consecutive payroll period as measured by the BOCES on September 1 & March 1 of each year.
3. Retiree health insurance shall be offered to adult education teachers at the retiree premium contribution rates specified in the collective bargaining agreement if the employee has completed 12,000 or more cumulative hours of service to the BOCES and a minimum of 10 years of service.
4. For adult education teachers who are on the payroll at or before the time a successor agreement to the 2002-2005 agreement is ratified by both parties, retiree health insurance shall be offered at the retiree contribution rates specified in the collective bargaining agreement provided the employee has completed 6,000 hours of service to the BOCES and at least five years of service.

C. Leave Accruals

1. For purposes of determining leave accruals, 40 hours of actual work shall equate to 1 hour of short term accrued leave time as specified in the Agreement for adult education teachers.
2. Adult education teachers may accrue a maximum of 35 hours of short term leave time. Once reaching this maximum, an employee may accrue leave time once again only when his/her leave accruals fall below 35 hours.
3. Adult education teachers who are on the payroll on or before the time of successor agreement to the 2002-2005 agreement is ratified by both parties, shall continue to accrue and use short term leave as specified in Article X, Section B of the 2002-2005 agreement and shall be grandfathered until such time as the parties may otherwise agree.
4. Existing short term leave accruals for all adult education teachers shall be converted to hours, upon conferral of the parties.

D. Evaluation of Adult Education Teachers

1. Classroom adult education teachers shall be evaluated in accordance with the APPR plan then in effect pursuant to the collective bargaining agreement.
2. Non traditional adult education teachers will be evaluated pursuant to an instrument and procedures to be jointly developed between the BOCES and the Association. SED standards (EPI manual and National Reporting System) shall be used until such time as the parties agree to an evaluation form and procedures.
3. Adult education teachers performing at a level deemed by the BOCES to be unsatisfactory shall be afforded those protections set forth in Article V, Section J of the Agreement.
4. Individuals who have not completed 90 calendar days of service in adult education, or in instances of gross misconduct, Adult education teachers shall be subject to summary dismissal with the right to appeal the same to the District Superintendent, whose decision shall be final.

E. Faculty Meetings

1. Adult education teachers may be required to attend one faculty adult education meeting per month plus up to two additional faculty meetings per year.
2. A schedule of the regular monthly meeting dates, including time and duration shall be posted at the beginning of each semester.
3. The two additional meetings per year shall be scheduled as needed with reasonable advance notice.
4. Adult education teachers shall be paid their regular hourly rate for attending such meetings.

F. Assignment of Additional Work

1. The BOCES shall canvass adult education employees to determine their interest in performing additional work at least two weeks prior to the development of an adult education division seniority list each July 1, October 1, January 1 and April 1. The additional work shall be assigned to the most senior adult education employee who notifies the BOCES of his/her interest in the assignment by or before the date specified by the BOCES provided the employee is certified and qualified to perform the work and the individual is at or below .70 FTE (i.e., 21 hours per week in adult education). Additional hours are contingent upon sufficient enrollment. The provisions of this section shall not be applicable when a funding source notifies the BOCES it is requesting that an instructor other than the most senior eligible Adult Ed employee, as defined above, be assigned. Such request shall be in writing and BOCES shall provide a copy to the Faculty Association. If the funding source is not willing to place its request in writing, BOCES shall meet and confer with the Faculty Association regarding the matter. Nothing herein shall preclude the BOCES from assigning another instructor in such instances.

G. Miscellaneous Matters

1. Adult education teachers of shall be entitled to an unpaid lunch period of at least 30 minutes.
2. The parties agree that this memorandum of agreement shall be subject to ratification by Association members and to approval by the Board of Education. The terms of this memorandum shall be presented for ratification as part of the entire negotiated agreement which is presented to membership for ratification. If the membership shall on one occasion fail to ratify the agreement presented, including the terms reflected herein, the Association agrees to represent the terms of this memorandum, without change, to the membership at the second ratification.
3. Unless modified as set forth herein, all other terms and conditions set forth in the Agreement remain the same. However, this agreement supersedes any and all prior memoranda of agreement or understanding relative to Adult Education.

For the Faculty Association:

Harold Douglas Harple, Sr., President

Date

For the BOCES:

Charles S. Dedrick, District Superintendent

Date

APPENDIX D

NOTE; THIS MEMORANDUM OF AGREEMENT PERTAINS SOLELY TO ADULT EDUCATORS OF LICENSED PRACTICAL NURSING OR COSMETOLOGY.

MEMORANDUM OF AGREEMENT

Between

CAPITAL REGION BOCES

And

CAPITAL REGION BOCES
FACULTY ASSOCIATION

A. Appointment and Salary

1. Adult education teachers of Licensed Practical Nursing or Cosmetology shall be appointed to one-year terms, subject to renewal on an annual basis and are not eligible to receive tenure.
2. Adult education teachers of Licensed Practical Nursing or Cosmetology shall be considered full time if they actually work a minimum of 1,000 hours between July 1 to June 30 of any given year.
3. Progression from one step to the next step on the pay scale as set forth in Article VIII, Section K of the Agreement shall occur July 1 provided the teacher is hired prior to February 1. Teachers hired February 1 or thereafter shall not progress from one step to the next step on the pay scale the following July 1st but shall do so the July 1st thereafter.
4. The hourly rate caps specified in Article VIII, Section K of the Agreement shall be increased each year, and continue to do so in all future years, by the negotiated general salary percentage increases.
5. Adult education teachers of Licensed Practical Nursing or Cosmetology are hourly per diem employees and therefore are not compensated for graduate credit hours.

B. Health Insurance (Health/Dental/Vision)

1. Adult education teachers of Licensed Practical Nursing or Cosmetology projected to work 500 hours in any fiscal year shall be immediately eligible for health insurance at the contribution rates set forth in the collective bargaining agreement.
2. In order for an adult education teacher of Licensed Practical Nursing or Cosmetology to continue to remain eligible to receive the employer's contribution for health insurance the employee must work a minimum of 250 hours during the preceding 13 payroll periods, as determined by the BOCES on September 1 & March 1 of each year. The employer contribution to health insurance shall continue only for those teachers who have met the requirement for a minimum of 250 hours of work as so measured. If any employee has not met this minimum requirement, the employer shall not continue to contribute to the cost of health insurance although the employee may continue coverage by paying the full premium at 100%. The employer's premium contribution shall be resumed when the employee has worked a minimum of 300 hours in a subsequent 13 consecutive payroll period as measured by the BOCES on September 1 & March 1 of each year.
3. Retiree health insurance shall be offered to adult education teachers of Licensed Practical Nursing or Cosmetology at the retiree premium contribution rates specified in the collective bargaining agreement if the employee has completed 10,000 or more cumulative hours of service to the BOCES and a minimum of 10 years of service.
4. For adult education teachers of Licensed Practical Nursing or Cosmetology who are on the payroll at or before the time a successor agreement to the 2002-2005 agreement is ratified by both parties, retiree health insurance shall be offered at the retiree contribution rates specified in the collective bargaining agreement provided the employee has completed 5,000 hours of service to the BOCES and at least five years of service.
5. Adult education teachers of Licensed Practical Nursing or Cosmetology shall be eligible for all benefits provided pursuant to Article IX of the Agreement except as specially modified above.

C. Leave Accruals

1. Leave accruals for adult education teachers of Licensed Practical Nursing or Cosmetology shall be prorated based on a 1,000 hour full-time employee year. The provisions of Article X, Section A of the Agreement shall be applicable to adult education teachers of Licensed Practical Nursing or Cosmetology.
2. For each 100 hours of actual work performed, the employee shall be granted one-tenth (1/10th) of the short-term leave annual allotment provided all other members of the bargaining unit pursuant to Article X, Section A of the Agreement. Accordingly, adult education teachers of Licensed Practical Nursing or Cosmetology shall be entitled to 72 hours of short term leave in their first year of service, or the appropriate prorated number of hours for those working less than 1,000 hours per year. For each subsequent year of BOCES service, there shall be six additional hours of short term leave per year until the seventh year of service when the employee shall reach the maximum entitlement of 108 hours per year, or the appropriate prorated number of hours for those working less than 1,000 hours per year.
3. Unused short term leave shall be converted to sick leave, which accumulates without limit.
4. Adult education teachers shall be eligible for the Sick Leave Bank provided for in Article X, Section I of the Agreement. Contributions, when necessary, shall be in the amount of six hours. Likewise, the granting of Sick Leave Bank hours shall be in the amount of six hours. Due to fluctuations in annual service hours, the Trustees of the Bank shall consider the length and total hours of BOCES service in determining the amount of Sick Leave Bank hours to be granted in their discretion to these employees.
5. Adult education teachers of Licensed Practical Nursing or Cosmetology shall be eligible for all benefits provided pursuant to Article X of the Agreement except as specifically modified above.

D. Evaluation

1. Adult education teachers of Licensed Practical Nursing or Cosmetology shall be evaluated in accordance with the APPR plan then in effect pursuant to the collective bargaining agreement.
2. Clinical adult education teachers Licensed Practical Nursing or Cosmetology will be evaluated pursuant to an instrument and procedures to be jointly developed between the BOCES and the Association. Professional standards (those used by comparable industry sectors) shall be used until such time as the parties agree to an evaluation form and procedures.
3. Adult education teachers of Licensed Practical Nursing or Cosmetology performing at a level deemed by the BOCES to be unsatisfactory shall be afforded those protections set forth in Article V, Section J of the Agreement.
4. Adult education teachers of Licensed Practical Nursing or Cosmetology, who have not completed 90 calendar days of service in adult education, or in instances of gross misconduct, shall be subject to summary dismissal with the right to appeal the same to the District Superintendent, whose decision shall be final.

E. Faculty Meetings

1. Adult education teachers of Licensed Practical Nursing or Cosmetology may be required to attend one faculty adult education meeting per month plus up to two additional faculty meetings per year.
2. A schedule of the regular monthly meeting dates, including time and duration shall be posted at the beginning of each semester.
3. The two additional meetings per year shall be scheduled as needed with reasonable advance notice.
4. Adult education teachers of Licensed Practical Nursing or Cosmetology shall be paid their regular hourly rate for attending such meetings.

F. Assignment of Additional Work

Notwithstanding Article X, Section N of the Agreement, tenured secondary teachers of Nursing or Cosmetology shall have the right of first refusal for adult education Nursing or Cosmetology work at the hourly rate specified in Article X, Section K of the Agreement provided the employee is certified/licensed and qualified to perform the work. Nursing clinical assignments shall be at the discretion of the BOCES.

G. Miscellaneous Matters

1. Adult education teachers of Licensed Practical Nursing or Cosmetology shall be entitled to an unpaid lunch period of at least 30 minutes.
2. The parties agree that this memorandum of agreement shall be subject to ratification by Association members and to approval by the Board of Education. The terms of this memorandum shall be presented for ratification as part of the entire negotiated agreement which is presented to membership for ratification. If the membership shall on one occasion fail to ratify the agreement presented, including the terms reflected herein, the Association agrees to represent the terms of this memorandum, without change, to the membership at the second ratification.
3. Unless modified as set forth herein, all other terms and conditions set forth in the Agreement remain the same. However, this agreement supersedes any and all prior memoranda of agreement or understanding relative to Adult Education Teachers of Licensed Practical Nursing or Cosmetology.

For the Faculty Association:

Harold Douglas Harple, Sr., President

Date

For the BOCES:

Charles S. Dedrick, District Superintendent

Date

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