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AGREEMENT

BETWEEN

BROOME-TIOGA BOCES TEACHERS ASSOCIATION

AND THE

DISTRICT SUPERINTENDENT OF SCHOOLS

OF THE

BOARD OF COOPERATIVE EDUCATIONAL SERVICES

SOLE SUPERVISORY DISTRICT

OF

BROOME AND TIOGA COUNTIES

IN THE

STATE OF NEW YORK

7/1 6/30
2006-2009

RECEIVED

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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ARTICLE 1. RECOGNITION

- A. BOCES agrees that students, whose attendance at BOCES is funded by component districts, shall be assigned to and/or receive instruction only from persons that are members of the bargaining unit represented by the BOCES Teachers Association.
- B. Consistent with Section A, this Agreement covers all members of the professional staff including long term substitute teachers who substitute for a period of thirty or more student attendance days or longer in one specific assignment and excludes Administrative personnel, Managerial personnel, Confidential personnel, and Unit Members employed in jobs not directly related to the teaching of students, employer specific training programs, and community education programs.
- C. **Part-Time Bargaining Unit Members**

Professional staff who are employed to teach pre-school, elementary and secondary students funded by school districts on a less than full time basis will be employed under the terms and conditions of the BTA contract, as follows:

1. A full week is calculated on the basis of seven (7) hours per day, 35 hours per week.
2. Bargaining Unit members employed 50% or more per week of a regular Bargaining Unit Member's schedule will receive salary and benefits prorated on that percent, except health insurance which will be funded as in the past. It is understood that employment for the full AM or PM session of Career Services represents 50%.
3. Excluded are hourly professionals hired on a less than half time basis per week on a regular basis, and those who may work an irregular schedule that periodically exceeds half time. Salary, sick leave, emergency leave and personal leave will be calculated effective with the first date of regularly scheduled employment of half time or more per week.
4. Persons employed for less than fifty percent of a regular Bargaining Unit Member's schedule are considered incidental and not eligible for benefits as outlined herein.

ARTICLE 2. DUES DEDUCTIONS

- A. The Board shall deduct from the salaries of Bargaining Unit Members: dues for the BOCES Teachers Association and its affiliated organizations.
- B. The total amount of annual dues for the Association shall be deducted in no more than twenty (20) equal installments beginning on the first (1st) scheduled pay period in each September and shall continue until termination by a Bargaining Unit Member. In the event a Bargaining Unit Member commences employment after the first (1st) pay period, his/her dues shall be deducted in equal payments not to exceed twenty (20). Bargaining Unit Members employed for the full year shall be responsible for a full year's dues.
- C. The District shall begin agency fee deductions for non-members of the Association with the first pay period in September and the deductions shall be completed after twenty (20) successive pay periods. Teachers newly employed by the District after the start of agency fee deductions and who are non-members shall have the agency fee deductions made from their paychecks commencing with their first paycheck at a rate equal to other dues payers.

- D. Additional dues deductions, at the twenty (20) installment rate, shall commence on the second (2nd) regularly scheduled pay period following submission of written authorization to the Board.
- E. The total amount of accumulated dues deducted shall be transmitted to the Association immediately following each pay period. The first (1st) payment in each September shall include a list of teachers' names and the amount deducted for the Association. Additions or deletions from said list will be noted in each payment as they occur. In addition, a list of agency fee payers will be provided to the Association as per this section.
- F. The Association shall give the Board at least thirty (30) days written notice prior to the effective date of a change in the amount of annual dues, and the dues deduction installment rate shall be changed on the first (1st) pay period following said effective date.

ARTICLE 3. PAYROLL & DEDUCTIONS

- A. BOCES will provide paychecks for Bargaining Unit Members with an annualized salary on the first (1st) scheduled pay period in September.
- B. The Board shall authorize deductions from Bargaining Unit Member salaries for payment to six (6) tax sheltered annuity programs (including Lesko Associates) to be determined by the Association with the understanding that they will meet all the legal qualifications.
- C. The Board shall authorize deductions for payments to any of the banks or credit unions to which BOCES subscribes and to any new banks or credit unions that do not charge a direct deposit fee.
- D. Members of the bargaining unit may voluntarily authorize an additional deduction from their salary to be transmitted to the BOCES Teachers Association for the purpose of VOTE/COPE. Said authorization may be withdrawn by the teacher at any time upon written notice to the Treasurer of BOCES.
- E. The Board shall authorize deductions from the salaries of Bargaining Unit Members for payments to the NYSUT Benefit Trust. These deductions shall begin upon receipt by the BOCES of the individually signed indemnity agreement.

ARTICLE 4. TEACHER-ADMINISTRATION LIAISON

- A. The Superintendent shall meet with the President of the Association and any other members of the Association that the President desires to have present to discuss any matter that either may wish to discuss. The Association President shall give the Superintendent three (3) days written notice prior to the meeting. Said notice shall contain the recommended agenda.
- B. There will be a Collaborative Problem Solving Committee comprised of representatives of the District appointed by the Superintendent and Bargaining Unit Members appointed by the Association to consider items of professional concern.

ARTICLE 5. WORK HOURS, DAY & YEAR

- A. The school day at the BOCES Education Center and satellites shall be seven (7) continuous hours starting no earlier than 7:30 a.m. and finishing no later than 3:30 p.m. The seven (7) hours shall include the duty-free lunch period. Except where limited elsewhere in this Agreement, Bargaining Unit Members may elect to begin at 7:30 a.m. provided they have a responsibility to perform and their supervisor has approved.
- B. Bargaining Unit Members shall have a one-half (½) hour duty-free lunch period, during which they may leave their building, providing a responsible person has been notified.
- C. On Fridays and days preceding a school vacation or holiday, the workday for Bargaining Unit Members shall terminate at 2:30 p.m.
- D. Bargaining Unit Members shall not be required to attend more than one (1) BOCES faculty meeting per month, except for necessary emergency and departmental meetings, which will be held during the teacher's day whenever possible.
- E. The work year of Bargaining Unit Members, other than new Bargaining Unit Members who may be required to attend orientation sessions, shall begin no earlier than September 1 and end no later than June 30. The number of workdays shall be no more than the student attendance calendar, plus up to three (3) in-service days, not to exceed 188 days.
- F. Except where limited elsewhere in this agreement, Bargaining Unit Members will not be required to report to work on days when the Superintendent closes Broome-Tioga BOCES and its satellites for students due to inclement weather or other emergencies.
- G. Members of the Bargaining Unit who are responsible for IEP reporting shall be granted adequate time during their normal work hours to complete quarterly reporting, IEP reporting and recommendations to meet the requirements of said reporting. Unit members who are teachers in special education programs shall be granted up to 2 hours per student of record per year for reporting purposes. Bargaining Unit Members who work in a related services area shall be granted up to 40 minutes per student of record per school year. Bargaining Unit Members who are teachers in alternative education programs shall be granted up to 4 hours per school year for completion of required documents.

All above allocated time shall be release time during the unit member's regular workday to meet the requirements of said IEP reporting. If extenuating circumstances preclude the accomplishment of this work during the regular work day, the administrator may approve additional compensation as appropriate.

5.1 DISTRICT BASED TEACHERS

Bargaining Unit Members working in component schools will work the same hours and enjoy the same lunch period as Bargaining Unit Members of the component school. Bargaining Unit Members are expected to remain at component school faculty meetings where they teach and shall fulfill the other usual professional obligations.

5.2 EXTENDED WORK YEAR MEMBERS

- A. Extended work-year members work either a 233-day or a 260-day schedule and 7 ½ hours per day including a thirty-minute duty-free lunch. The workweek for these individuals will be determined at the professional discretion of the Bargaining Unit Member with the approval of the supervisor.
- B. When a bargaining unit member moves from a 10-month position to an extended year position, salary will be calculated based on the number of workdays and the length of the workday.
- C. Bargaining Unit Members who work an extended work year will receive sick leave as follows:
 - 16 days for up to and including 11-month work year.
 - 18 days for greater than 11 months, up to 12-month work year (salary will be prorated in accordance with the work year.)
- D. Bargaining Unit Members who work a 12-month work year will receive vacation days as follows:
 - 1-3 years in a 12-month position: 1 day per month worked (max: 12) non-accumulative
 - 4-13 years in a 12-month position: 1.5 (5) days per month worked, (max:18) non-accumulative
 - 14 years or more in a 12-month position: 1 2/3 days per month, 20 per year max. non-accumulative
- E. Bargaining Unit Members who work an extended work year will receive personal days as follows: 6 personal days for 11-12 month work year

ARTICLE 6. SALARIES AND ADDITIONAL COMPENSATION

- A. Salary Increases - 2006-2007, 2007-2008, 2008-2009
 - 1. 2006- 2007: All returning Bargaining Unit Members shall have their 6/30/06 salaries increased by 4%. An additional \$350 shall be added to the base salary of all Bargaining Unit Members except Interpreter, TA, LPN, COTA, and PTA.
 - 2. 2007-2008: All returning Bargaining Unit Members shall have their 6/30/07 salaries increased by 4%. An additional \$375 shall be added to the base salary of all Bargaining Unit Members except Interpreter, TA, LPN, COTA, and PTA.
 - 3. 2008-2009: All returning Bargaining Unit Members shall have their 6/30/08 salaries increased by 4%. An additional \$400 shall be added to the base salary of all Bargaining Unit Members except Interpreter, TA, LPN, COTA, and PTA.
 - 4. The parties agree that no returning Bargaining Unit Member shall make less than a newly hired Bargaining Unit Member in any year of this agreement in accordance with the parameters of Article 6, Section G exclusive of related experience.

B. College Credits

Newly earned college credits which are related to the Bargaining Unit Member's current area of competency/certification shall be compensated and included into the unit member's base salary at the rate of:

- 2006-2007: \$70 per credit hour
- 2007-2008: \$75 per credit hour
- 2008-2009: \$80 per credit hour

Course transcripts (or other acceptable proof of course completion) shall be turned in for payment within one (1) year of course completion, except in extenuating circumstances.

Course approval forms must be turned into the Division Director by October 1 and February 1 for credit as of September 1 and February 1 respectively.

C. Professional Development Credits

Bargaining Unit Members may be eligible to receive professional development credit for courses (not college credit courses), workshops, institutes, etc., taken outside the workday or work year, provided that prior administrative approval is received. A professional development credit form with appropriate documentation indicating the name of the institution offering the course, the number of course hours and the topics to be covered must be submitted for prior approval. At the conclusion of the course, the Bargaining Unit Member must submit the completed professional development credit form signed by the instructor as evidence that he/she has met all course requirements.

Compensation for approved professional development credits will be equal to \$50 per blocks of 10 professional development credit hours added to the unit member's base salary.

All professional development payment requests must be completed and submitted to the Division Director's office by May 1st.

D. Newly earned permanent certification - \$500

F. Bargaining Unit Members who perform the duties listed below will receive the following stipends:

Position	06-07	07-08	08-09
Supervision of TA, COTA, PTA: Full Day	\$582	\$606	\$630
Supervision of TA, COTA, PTA: Half Day	\$291	\$303	\$315
Interpreter Coordinator	\$2,340	\$2,434	\$2,531
Lead Teacher	\$1,321	\$1,374	\$1,429
Content Team Leader*	\$1,321	\$1,374	\$1,429
Organizer – Special Olympics/ Skills USA	\$634	\$660	\$686
Mentor of 1	\$1,000	\$1,040	\$1,082
Mentor of 2	\$1,700	\$1,768	\$1,839

Student Support Specialists **	\$1,560	\$1,622	\$1,687
Professional Development Specialists **	\$1,560	\$1,622	\$1,687

***CONTENT TEAM LEADERS/LEAD TEACHERS:** The District may make annual appointments to teachers for positions of Lead Teacher or Content Team Leader. The District agrees to post such positions annually for new or vacant assignments. The District does not have to post annually if it intends to offer the position to the current incumbent, during the next school year.

**Beginning July 1, 2003, and thereafter, when a bargaining unit member transfers to a position of Professional Development Specialist or Student Services Specialist, they will receive the annual stipend.

The job duties and job descriptions of the above stipendiary positions shall be given yearly to the BTA president.

*Stipends above reflect a 4% annual increase.

G. Minimum Entry Level Salaries:

	06-07	07-08	08-09
Teacher	37,575	39,078	40,641
Nurse Practitioner, Registered Nurse	28,631	29,776	30,967
LPN, COTA, PTA	23,500	24,440	25,418
Teaching Assistant	21,353	22,207	23,095
Interpreter	17,654	18,360	19,095
Interpreter Trainee	16,342	16,996	17,676

The following will be taken into consideration in the determination of hiring salary:

1. Education

Teachers- Each graduate credit beyond the bachelors degree that is related to the teaching positions shall be compensated at the credit rate in accordance with Article 6, Section B language.

Vocational Education Teachers – Each VTE credit and graduate credit beyond related to the teaching positions shall be compensated at the credit rate in accordance with Article 6, Section B language.

2. Related Experience – The District reserves the following hiring range flexibility.

No Experience	1-3 Years	4-10 Years	10 + Years
Start + up to \$1,000	Start + up to \$3,000	Start + up to \$5,000	Start + up to \$6,500

3. Certification

Starting Salary for teachers holding Permanent or Professional Certification shall increase for teachers at the certification rate in accordance with Article 6, Section D.

- H. Bargaining Unit Members who provide service in more than one (1) school shall receive stipends based on the following schedule:

(1)	2 to 5 schools	\$250
(2)	6+ schools	\$350

- I. Interpreter's salary shall be predicated on a (6) six-hour day. Academic activities in excess of six (6) hours shall be compensated at the prorated hourly rate computed as follows:

[Annual Salary divided by Total School Days] Divided by 6 = Hourly Rate

With prior BOCES administrative approval interpreters shall be compensated at their prorated hourly rate for all extra-curricular and after school activities and for field trips which occur outside the regular workday.

With prior BOCES administrative approval interpreter substitute rate for regular duties - \$8.00/hr.

- J. In the event a speech therapist possesses a Speech Pathologist license, and the District desires the use of the Speech Pathologist/Therapist's license for Medicaid reimbursement purposes, the District will:

1. Reimburse the Therapist for the full cost of the annual license fee, upon presentation of the receipted bill/canceled check by the therapist, provided the therapist is not using the Pathologist license in a self employed/consulting capacity outside of BOCES, or,
2. if the therapist uses the license in a self-employed/consulting capacity outside BOCES employment, the District will reimburse 1/2 the cost of the annual license fee, upon presentation of the receipted bill/canceled check by the therapist. It is understood that BOCES has no liability for an employee's outside self-employment/consulting activities.

- K. Home teaching and consultant teacher services shall be paid at the rate of \$25 per hour for additional work not within the regular workday or school year.

- L. Longevity:

Applies to all bargaining unit members except Interpreter, TA, LPN, COTA, PTA

- At the completion of the 10th year of employment with the BOCES – stipend of \$300 on base
- At the completion of the 15th year of employment with the BOCES – stipend of \$300 on base
- At the completion of the 20th year of employment with the BOCES – stipend of \$300 on base.

Interpreter, TA, LPN, COTA, PTA

- At the completion of the 10th year of employment with the BOCES – stipend of \$200 on base
- At the completion of the 15th year of employment with the BOCES – stipend of \$200 on base

- M. When a bargaining unit member does not complete the full year (or full term) for a stipended activity, said unit member shall have a prorated portion of the stipend based on the percentage of the "stipend work year" completed.

ARTICLE 7. ADDITIONAL STIPENDS FOR WORK AND TRAVEL

- A. When a Bargaining Unit Member is required by the district to take on the job responsibility of another Bargaining Unit Member for a half day or more, in cases where a substitute would normally be called, he/she will receive one-half of the appropriate incidental substitute rate in addition to his/her regular day's pay. Every effort shall be made to provide substitutes for teachers and assistants.
- B. Bargaining Unit Members who are required by administration to do special or additional work not within the regular workday or school year shall be compensated as follows:
\$22 per hour
- C. Compensation for travel for Bargaining Unit Members required to use their own vehicle shall be paid at the IRS Guidelines, per mile of travel.

ARTICLE 8. RETIREMENT

- A. Service Increment - Each Bargaining Unit Member who will have achieved at least ten (10) years of BOCES teaching service shall be eligible to receive a service increment of \$10,000. Such increase is not cumulative but does not include regular negotiated increases. The increment shall be paid on July 1 and notice must be requested by the March 1 immediately preceding said July 1 date. Such notice is irrevocable. Each Bargaining Unit Member shall be entitled to this service increment only once during his/her employment with the District. Service credit is issued only for full-time service rendered in New York State.

The article addresses service retirement only. Other special forms of disability, early vesting, etc. are specifically excluded.

Applicants for the service increment must exercise their earliest possible (first year of eligibility for retirement) eligibility in order to receive the increment.

- B. Bargaining Unit Members who submit a resignation for the purpose of retirement are eligible for an award of money, for each unused accumulated sick leave day to a maximum of 275 days, as per the following schedule:
 - 1. All bargaining unit members except those listed below: \$65
 - 2. Interpreter, TA, LPN, COTA, PTA: \$50

- C. Remittance

No employee may receive cash in lieu of or as an alternative to any of the employer's non-elective contributions described below.

The employer agrees to make a non-elective employer contribution for the amount the employee is entitled to under the Service Increment option. Such contribution will be made to a 403(b) program able to accept employer contributions as defined in the Internal Revenue Code. This contribution will be processed within 90 days of retirement. The Association and the employer mutually agree to remit the non-elective employer contribution to the NYSUT endorsed 403(b) using the following guidelines.

- a. The contribution shall be subject to the contribution limits as outlined in the Internal Revenue Code.

- b. For purposes of Tier I members with membership dates prior to June 17, 1971, the employer contribution will be reported as non-regular compensation to the New York State Teachers' Retirement System.
- c. In the event that the contribution exceeds acceptable contribution limits, the employer agrees:
 - 1. To pay any excess over the limits as compensation to the employee within 90 days of retirement if such employee has a NYSTRS membership date prior to June 17, 1971, or,
 - 2. If the employee has a NYSTRS membership date subsequent to June 16, 1971, to remit any remainder on the first business day of the calendar year following retirement, to the 403(b) program in accordance with the maximum amount permissible under the Internal Revenue Code.

ARTICLE 9. LEAVE SLIPS

- A. It is agreed between the parties that employees shall comply with the contract in accordance with requests for approved leave.
- B. It is further agreed that in some cases after an employee has called in an absence, there may be a delay in filing a request for paid leave, such as in the case of sick leave, where the form cannot be filled out until after the absence has occurred.
- C. The parties agree that the employee has the obligation to file a request for authorization for various forms of leave no later than within ten (10) working days of his/her return to work. (This understanding does not change the language regarding prior request for approval in existing contracts in relation to personal leave, vacation, etc.)
- D. In the event the employee has not submitted a request for authorization of leave within ten (10) working days the District will send him one (1) reminder. If the leave authorization form is not received within ten (10) working days of the reminder, then the employee's pay will be reduced by the amount paid for the period of the absence. This deduction may only be restored upon submission of an approvable leave slip within the same school year.

ARTICLE 10. PERSONAL LEAVE

- A. Per administrative approval up to 5 days of leave with pay may be utilized for personal reasons each year. Bargaining Unit Members will make every effort to schedule professional appointments outside of the workday or on days other than before or after a holiday, or recess period. Except in unusual situations, personal leave shall be requested at least 3 days prior to the date of a leave.

Personal leave may not be taken on days immediately before or after a holiday or recess period for the purpose of extending that holiday or recess period. If personal leave is requested on such days, a reason must be provided.

- B. If more than one-third (1/3) of the teaching staff within a building or site are absent or will be absent as a result of requests for leave, personal leave may be canceled for that day.

- C. Unused personal days at the end of the fiscal year will be added to the Bargaining Unit Member's accumulated sick leave. Such additions are subject to the maximum accumulation of sick leave specified in Article 11.
- D. Personal leave for new hires whose first day of employment is subsequent to the first student attendance day will be prorated in the same manner as for long-term substitute teachers.

ARTICLE 11. SICK LEAVE

- A. Bargaining Unit Members shall be entitled to fifteen (15) sick leave days, with full salary, each year, as of the first official school day of each year, whether or not they report for duty on said first day.
- B. Bargaining Unit Members may use ten (10) sick days for family illness. Family is defined in accordance with Article 12B.
- C. Sick leave shall be accumulated to a maximum of 275 days.
- D. Sick leave shall not be considered an interruption of the probationary period.
- E. Medical certification of illness may be required after the fourth (4th) consecutive day of sick leave.
- F. When a Bargaining Unit Member is absent on sick leave, and his/her accumulated sick leave becomes exhausted, and his/her accumulated sick leave was at least ten (10) days when the illness commenced, he/she shall be entitled to an extension of sick leave equal to the number of his/her accumulated sick leave days at the commencement of the illness. Such extension is non-cumulative and may be used for a single or related and continuous illness commencing within the accumulative sick leave period. Medical certification of a Bargaining Unit Member's inability to resume duties may be required for sick leave extension or within a reasonable time thereafter. The parties agree that the intent of this Section is to protect members from catastrophic and/or long-term illness.

At the beginning of each school year for the first five (5) years of employment the District shall deduct one day from each Bargaining Unit Member's sick leave day entitlement to be contributed to a sick leave bank. Bargaining Unit Members that have donated five (5) sick leave days will not be requested to donate additional days to the sick leave bank unless the sick leave bank accumulation falls below 3000 days. Should the sick leave bank accumulation fall below 3000 days each Bargaining Unit Member with six (6) or more years of BOCES service shall donate one (1) day from their accumulated sick leave account. The District will provide any additional days necessary to fulfill the terms of this provision.

Accumulated sick leave and unused personal leave days shall be transferred to the sick leave bank when a Bargaining Unit Member surpasses the 275 cap on accumulated leave or when the Bargaining Unit Member severs employment with BOCES. Should BOCES compensate an employee for his/her unused sick leave in accordance with Article 8 Retirement said accumulated leave will not transfer to the sick leave bank.

- G. When an individual returns from a lay off, he/she shall receive his/her sick leave accumulation as per time of lay off.

- H. Sick leave for new hires whose first day of employment is subsequent to the first student attendance day will be prorated in the same manner as for long-term substitute teachers.

ARTICLE 12. TEMPORARY LEAVE

- A. Leave with salary shall be granted to Bargaining Unit Members when necessary, for performance of jury duty or to answer any subpoena. Salary or stipends earned for these activities, exclusive of expense reimbursements, will be deducted from said Bargaining Unit Member's regular salary.
- B. Leave with salary shall be granted for not exceeding five (5) days at any one time in the event of the death or critical illness of a Bargaining Unit Member's spouse, child, son- or daughter-in-law, mother- or father-in-law, parent, brother or sister, grandparent or grandchild, step-parent or step-child, or member of his/her immediate household. Absence for these reasons shall not exceed ten (10) days in a school year.
- C. Leave with salary shall be granted to the delegate(s) and the alternate delegate of the Association to attend the NYSUT Representative Assembly. With appropriate notice to the Superintendent or his designee, up to ten (10) days of additional leave with salary will be granted to the Association President or his/her designee to attend to Association business, subject to a maximum of five (5) days time for any one member of the Bargaining Unit under the terms of this article. For this additional time, the Association will reimburse the District the amount of a substitute's salary.
- D. School days used for leave specified in Sections A, B, and C shall not be deducted from Sick Leave or Personal Leave.
- E. Nothing contained in this Agreement shall prohibit a Bargaining Unit Member from requesting and the Board from granting or extending leave for any purpose or duration, with or without salary, for any reason, or, with the Bargaining Unit Member's permission, charging any absence to any designated leave account. Absence shall not be charged to an inapplicable leave account without the Bargaining Unit Member's permission.

ARTICLE 13. EXTENDED LEAVES OF ABSENCE

- A. Military leave will be granted to any Bargaining Unit Member as provided by the military law.
- B. A parental leave of absence without pay shall be granted to a Bargaining Unit Member for the purpose of child bearing and/or rearing. Parental leave shall be granted for up to four (4) full semesters. Such leave may be extended by the Board of Education.

Said Bargaining Unit Member shall notify the Superintendent in writing, of intent to take parental leave ninety (90) days prior to the date that leave is expected to begin. In the event the date has to be changed, the BOCES will be flexible within the intent of this provision which is to provide parental leave. All or any portion of leave taken from work because of medical disability may, at the Bargaining Unit Member's option, be charged to available sick leave. Certification of said disability may be required.

- C. All benefits to which a Bargaining Unit Member was entitled at the time of his/her leave of absence commenced, except military leave, including unused accumulated sick leave, will be restored to him/her upon his/her return, and he/she will be assigned to the same position which he/she held at the time said leave commenced, if available, or if not, to a substantially equivalent position. A Bargaining Unit Member who returns from leave in time to complete at least five (5)

months in the current school year in which leave begins, will be placed on the next higher level of the salary schedule for the next year. Only one (1) year of salary credit may be earned in one (1) school year.

- D. The Board of Education shall grant leaves not to exceed two (2) years to Bargaining Unit Members to accept positions of office in local, state, or national organizations.

ARTICLE 14. EDUCATIONAL LEAVE

- A. Educational leave may be granted to Bargaining Unit Members for study, travel, or other purposes of value to the BOCES District and the teacher.
- B. A Bargaining Unit Member granted educational leave shall return to and serve in this BOCES District for at least one (1) year immediately following termination of leave.
- C. Such leave, when approved will be granted to one (1) Bargaining Unit Member at a time.
- D. Applications must be submitted to the Superintendent, in writing, no later than March 1 of the school year previous to the school year in which leave is requested. Bargaining Unit Members shall be informed of the approved leave not later than ten (10) days after the first (1st) Board meeting in April.
- E. Salary for educational leave shall be three-quarters (3/4) of the salary the Bargaining Unit Member would have received during the leave.
- F. While on educational leave, a Bargaining Unit Member shall be given credit for salary increments and years of service, and the District's share of his/her health insurance premiums and retirement costs shall be paid.
- G. Summer educational leave may be granted under the same conditions as described above. Such leave shall be granted to one (1) Bargaining Unit Member, for up to three (3) consecutive summers. The Bargaining Unit Member's salary shall be prorated.

ARTICLE 15. FAMILY AND MEDICAL LEAVE POLICY

A. GENERAL

Employees who have been employed for at least one year and for at least 1,250 hours during the preceding 12-month period, are eligible for family and medical leave. For this purpose, full-time teachers are deemed to meet the 1,250-hour test. BOCES must be able to clearly demonstrate that such a teacher did not work 1,250 hours during the previous 12 months in order to claim the employee is not eligible for FMLA leave. Employees will be returned to the same or to an equivalent position upon their return from leave.

If leave is requested for an employee's own serious health condition, the employee must use all of the employee's accrued sick leave. If leave is requested for any of the other reasons listed as (1), (2), or (3) below, an employee may, at the employee's discretion, use all of the employee's accrued paid vacation and/or personal leave. The remainder of the FMLA leave period, if there is any, will then consist of unpaid leave.

B. REASONS FOR LEAVE

All employees who meet the applicable time-of-service requirements shall be granted up to a total of 12 weeks of FMLA unpaid leave and paid leave combined during any school year (defined as July 1 to June 30) for the following reasons:

1. The birth of the employee's child and in order to care for the child;
2. The placement of a child with the employee for adoption or foster care;
3. To care for a spouse, child, or parent who has a serious health condition; or
4. A serious health condition that renders the employee incapable of performing the functions of the employee's job.

The entitlement to FMLA leave for the birth or placement of a child for adoption or foster care will expire 12 months from the date of the birth or placement.

C. APPLICATION FOR LEAVE

In all cases, except those of five days or less, an employee requesting a FMLA leave must complete the "Application for Family and Medical Leave" and return it to the Human Resources Office. The completed application must state the reason for the leave, the duration of the leave, and the starting and ending dates of the leave.

D. NOTICE OF LEAVE

An employee intending to take family or medical leave because of an expected birth or placement, or because of a planned medical treatment, must submit an application for leave at least 30 days before the leave is to begin, if foreseeable. If leave is to begin within 30 days, an employee must give notice to the employee's immediate supervisor and to the Human Resources Offices as soon as the necessity for leave arises.

E. MEDICAL CERTIFICATION OF LEAVE

An application for leave based on the serious health condition of the employee or the employee's spouse, child, or parent must also be accompanied by a medical certification statement completed by the applicable health care provider unless such leave is of a duration of five days or less. The certification must state the date on which the health condition commenced the probable duration of the condition, and the appropriate medical facts regarding the condition. If the employee is needed to care for a spouse, child, or parent, the certification must so state and additionally provide an estimate of the amount of time the employee will be needed. If the employee has a serious health condition, the certification must state that the employee cannot perform the functions of the job.

F. BENEFITS COVERAGE DURING LEAVE

During a period of family medical leave, an employee will be retained on BOCES health insurance plan under the same conditions that applied before the leave commenced. To continue health coverage, the employee must continue to make any contributions that the employee made to the plan before taking leave. BOCES' obligation to maintain health insurance coverage ceases if the employee's premium payment is more than 30 days late.

If the employee fails to return to work after the expiration of the leave, the employee will be required to reimburse the District for payment of the District's share of health insurance premiums made during the unpaid portion of the family leave, unless the reason the employee fails to return is the presence of a serious health condition which prevents the employee from performing the employee's job or to circumstances beyond the employee's control.

For the unpaid portion of the leave, an employee is not entitled to the accrual of any seniority or employment benefits that would have accrued if not for the taking of leave. An employee who takes family or medical leave will not lose any seniority or employment benefits that accrued before the date leave began.

G. RESTORATION TO EMPLOYMENT

An employee eligible for family and medical leave will be restored to the employee's former position or to a position with equivalent pay, benefits, and other terms and conditions of employment. The District cannot guarantee that an employee will be returned to such person's original position. A determination as to whether a position is an "equivalent position" will be made by the District, subject to review under the terms of collective bargaining agreements or law.

H. EARLY RETURN FROM LEAVE

If an employee wishes to return to work before the expiration of a family or medical leave of absence, notification must be given to the Human Resources Office at least 5 working days before the employee's planned return, or as soon before the anticipated date as possible.

I. FAILURE TO RETURN FROM LEAVE

The failure of an employee to return to work upon the expiration of a family or medical leave of absence could be considered an abandonment of the employee's employment. An employee who requests a FMLA extension of family leave or medical leave due to the continuation, recurrence or onset of the employee's own serious health condition, or of the serious health condition of the employee's spouse, child or parent, must submit a request for an extension, in writing to the Human Resources Office, for final consideration. This written request should be made as soon as the employee realizes that the employee will not be able to return at the expiration of the leave period. Should the extension of leave be the result of the employee's own serious health condition then any non-FMLA extensions shall be governed by the respective collective bargaining agreement.

J. INTERMITTENT LEAVE FOR "INSTRUCTIONAL EMPLOYEES"

Special rules apply if an employee employed "mainly in an instructional capacity" requests medical leave that is foreseeable based on planned medical treatment and the employee would be gone for more than 20 percent of the working days during the period of leave. In such cases, the District may require the employee to choose either of the following:

1. Take leave for period of a particular duration; or
2. Transfer temporarily to another position offered by the employer for which the employee is qualified, as long as the new position has equivalent pay and benefits and better accommodates the recurring periods of leave.

Employees employed in an "instructional capacity" include teachers or other employees whose principle function is to directly provide educational services. This includes special education assistants (e.g., sign language interpreters) whose presence in the classroom is necessary. Teaching assistants, teacher aides, cafeteria workers and other primarily non-instructional employees are not "instructional employees" for the purposes of this policy.

K. LEAVE REQUESTED NEAR THE END OF AN ACADEMIC TERM

Special rules have been established to allow those persons employed in an "instructional capacity" to take needed family or medical leave without disrupting the classroom at a critical point in the year. The BOCES may require an instructional employee who begins family or medical leave more than five weeks before the end of an academic term to continue such leave until the end of the term if (1) the leave period is at least three weeks,

and (2) the employee's return to work would occur during the three-week period before the end of the term. If the extension of the leave is imposed by the BOCES, such leave shall be with pay regardless of the amount of accruals the employee may have at the time BOCES elects to continue the leave. The portion of the paid leave imposed by the employer will not reduce the employee's accruals.

L. FORMS

All forms are available in the Human Resources Office.

ARTICLE 16. HEALTH INSURANCE

- A. BOCES will provide the Blue Cross/Blue Shield Select Blue Region-Wide Health Plan (Option 2) at the 95% Individual and 85% Family rates. Any changes in the carrier or coverage shall be negotiated. Said coverage includes the old statewide guarantees for disabled employees (up to 2 years coverage), retired employees at a 50/35 participation rate (exclusive of those retirees that accept employment wherein they have equal or better coverage). Any retiree who is currently eligible for a 50/35 Board participation in his health insurance premium and who elects the two-person plan, the Board contribution will be 65% of the individual component of the premium and 35% of the dependent component of the premium. In the event of the retiree predeceasing a dependent spouse, the spouse will enjoy a 65% contribution to an individual health plan, provided that the surviving spouse does not remarry or become eligible for a health plan that provides equal or better benefits (Medicare excluded). Eligible retirees who opt for a Family Plan will continue to receive a 50/35 contribution from the District. In this case, upon the retiree's death, the District would contribute up to 65% of the cost of the surviving spouse's individual plan only, with the same limitations, as above, regarding remarriage and other coverage eligibility.
- B. BOCES will provide the Blue Shield Dental Program of Central New York, Schedule B, including Basic, Supplemental Basic, Periodontics, Prosthetics and Orthodontics at the 95% individual, 85% family rate participation.
- C. Retired Bargaining Unit Members will have the option to stay in the dental insurance group provided they pay 100% of the total premium by the first day of each month.
- D. Bargaining Unit Members who choose not to carry individual health insurance will be eligible for individual prescription only and will be paid \$150 for each full year they remain out of the health plan, said payment to be made by December 15th of each year or within ninety (90) days of the Bargaining Unit Member's canceling his/her insurance. Persons who receive payment under this section will not be permitted to join the plan for one (1) year. Persons who resign within three (3) months of receiving this payment will be required to reimburse the District. Any employee who drops basic insurance coverage will provide a written hold harmless agreement to the District attesting to the voluntary discontinuation of coverage and conditions regarding this payment.

The terms of the preceding paragraph also apply to employees who are eligible for family plan. Payment will be \$450 per year. All terms of the preceding paragraph apply to family plan changes described in this paragraph.

- E. The District will provide a prescription card program through Blue Cross/Blue Shield with \$0.00 for mail order or \$0 for Tier I drugs, \$10 for Tier II drugs, \$25 for Tier III drugs, with a Board contribution of 95% individual and 85% family.
- F. Health insurance shall be paid for Bargaining Unit Members excessed at the end of the school year at the active employee rate for two (2) months, until September 1.

- G. The District shall provide a ten 10 session Employee Assistance Program through United Health Services. The EAP will be re-evaluated during subsequent negotiations. Retirees will be allowed coverage at full cost to the retiree, if permitted by the plan provider.
- H. The District shall provide appropriate health insurance at the 65% rate for individual retiree health insurance effective January 1, 1999.
- I. Newly hired bargaining unit members who commence employment on the first student attendance day of the academic year will be eligible for health and dental benefits effective September 1 of that year. Newly hired bargaining unit members who commence employment after the first student attendance day of the academic year will be eligible for health and dental benefits at the contractual rate effective the first day of the following month of employment. Said individuals may have health and dental coverage effective with the first date of employment if the individual pays 100% of the premium for the period of the first partial month of employment.
- J. Flex Spending
BOCES will initially select and provide a flex benefit plan to Bargaining Unit Members who have been employed by BOCES at least one year. The minimum participation per employee is \$200 annually.

Employee contributions to health and dental premiums will be deducted in accordance with IRS §125 "premium conversion", unless the employee declines, in writing, to participate in the §125 premium conversion plan.
- K. Major medical deductions: \$100 for individual health insurance and \$300 for family health insurance.

ARTICLE 17. ACCIDENTS, INCIDENTS & LOSSES

- A. Bargaining Unit Members will immediately report all cases of assault, threat of assault, or accidents suffered by them in connection with their employment as well as any incidents of theft or damage to District property to their principal or immediate supervisor in writing. Copies of said reports will be sent to the Association President and the Superintendent.
- B. Bargaining Unit Members shall notify the Board, through the immediate BOCES supervisor, of any accident or claim against them, which may be covered by the provisions of this article, within three (3) days after the accident occurs or the Bargaining Unit Member knows of the claim.
- C. Whenever a Bargaining Unit Member is absent from his/her employment and unable to perform his/her duties as a result of personal injury caused by an accident or an assault occurring in the course of his/her employment, or occupational disease incurred in the course of his/her employment, and receives Workmen's Compensation for such absence, he/she will be paid his/her full salary during his/her absence up to, if necessary, a one (1) year period (less the amount of any Workmen's Compensation payments made in lieu of salary due to said injury). The Bargaining Unit Member will not be required to use sick leave for this purpose.
- D. Pursuant to Section 3023 of the Education Law, the Board shall save harmless and protect all Bargaining Unit Members from financial loss arising out of any claim, demand, suit, or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any person, or accidental damage to the property of any person within or without the school building, provided

such Bargaining Unit Member at the time of the accident or injury was acting in the discharge of his/her duties within the scope of his/her employment and/or the direction of the Board. The Board, however, shall not be subject to the duty imposed by this provision, unless such Bargaining Unit Member shall, within ten (10) days of the time he/she is served with any summons, complaint, process, notice, demand, or pleading, delivers the original copy of the same to the Board.

- E. Pursuant to Section 3028 of the Education Law, the Board shall provide an attorney or attorneys for, and pay such attorney's fees and expenses necessarily incurred in the defense of a Bargaining Unit Member in any civil or criminal action or proceeding arising out of disciplinary action taken against any pupil of the District while in the discharge of his/her duties within the scope of his/her employment. The Board, however, shall not be subject to the duty imposed by the provision, unless such Bargaining Unit Member shall, within ten (10) days of the time he/she is served with any summons, complaint, process, notice, demand or pleading, delivers the original or a copy of the same to the Board.
- F. BOCES will reimburse employees at full replacement value of any non-insured losses as a result of the performance of their duties. Said coverage will cover any additional personal property, which BOCES requests a Bargaining Unit Member to use in the performance of his/her duty. This provision is not intended to provide coverage for accidental damage, nor for normal wear and tear on personal property. It shall be the responsibility of all Bargaining Unit Members to lock up all valuables when on the premises. If the employee has no access to areas, which can be locked, the district will provide secure areas for the safekeeping of valuables.

ARTICLE 18. CLASS SIZE

- A. The number of children in special classes shall not exceed the maximum number set forth by the regulations of the New York State Commissioner of Education.
- B.
 - 1. A standing committee of three (3) administrators and three (3) teachers appointed by the Association will be established to research and report to the Superintendent each case where a class size problem exists with possible solutions that are presented to the committee.
 - 2. A standing committee may be convened upon two days' written notice to any member of the committee.
 - 3. Detailed information must be submitted to the committee so that it can attempt to undertake the problem intelligently.
 - 4. Preliminary findings will be reported to the Superintendent within ten (10) school days. A copy of these findings will also be sent to the Executive Board of the Association.
- C. Class size lists will be provided on request from the Association President at the end of the first five-week attendance period of the first semester, at the end of the first semester, and at the end of the first five-week attendance period of the second semester.

ARTICLE 19. MISCELLANEOUS MEMBER RIGHTS

- A. Any written complaints directed toward a Bargaining Unit Member shall be promptly called to the Bargaining Unit Member's attention by the appropriate administrator. The Bargaining Unit Member will have the right to a meeting and a right to representation if a meeting takes place.

- B. In the event that any school building is evacuated in whole or in part by reason of any report or threat of damage thereto by bomb, fire or other lethal instrument or incident, no Bargaining Unit Member will be required to participate in any search for such lethal or destructive instrument.
- C. No emotionally disturbed, physically or mentally challenged pupils or pupils presenting severe disciplinary problems shall knowingly be assigned to any class without first informing the teacher of such class of the known facts relative to such pupil.
- D. Bargaining Unit Members have the right and are encouraged to enlist the cooperation of parents in handling discipline problems. After consultation with the principal involved, Bargaining Unit Members should, and if directed, must request a parent/teacher conference to be held at an appropriate place and time. Bargaining Unit Member conferences are not to be scheduled so as to interrupt classroom instruction time.
- E. Except for BOCES administrators, whenever possible, written notice of classroom visitations shall be required at least two (2) days in advance. Such visitations shall be coordinated with the teachers.
- F. Bargaining Unit Members shall have access to all available records through BOCES for students assigned to them except where restricted by law or Commissioner's Regulations.
- G. No Bargaining Unit Member shall be required to use his/her personal automobile to transport students or other persons within or without the school district.

ARTICLE 20. BARGAINING UNIT MEMBER ASSIGNMENT

Bargaining Unit Members will be notified of their tentative programs for the coming year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have, as soon as possible or practicable, and under normal circumstances, not later than June 10.

ARTICLE 21. VOLUNTARY TRANSFERS AND REASSIGNMENT

- A. Bargaining Unit Members who desire a change in position and/or subject assignment who desire a transfer to another building may inquire at any time to ascertain the possibility of such a vacancy in the following year and may file a written statement of such desire with the Superintendent, ordinarily not later than February 1.
- B. The District will post vacancies and transfer openings. Where the District determines it is practicable, these vacancies will be filled by senior volunteers in the tenure area, provided they are appropriately certified.
- C. Where the District determines it is practicable, involuntary reassignment will be filled by the least senior person within the tenure area, provided they are appropriately certified.
- D. When a Bargaining Unit Member has applied for a transfer and is not granted the transfer, he/she can file a request to be provided a written rationale as to the reason(s) that he/she was denied the transfer.

ARTICLE 22. VACANCIES AND PROMOTIONS

- A. All vacancies and promotional positions as defined in paragraph B of this article shall be distributed in the same manner as the openings for summer school positions. Bargaining Unit Members who desire to apply for such vacancies shall submit their applications in writing to the Human Resources Office within the limit specified in the notice. Said Bargaining Unit Members will be interviewed before the position is filled.
- B. Promotional positions are defined as follows:

Positions not in the basic salary schedule for teachers and/or positions on the administrator-supervisor level, including but not limited to positions as supervisor, director, department head, counselor, and coordinator.
- C. The District shall provide the President of the Association with one (1) copy of each notice of vacancy or promotional position opening.

ARTICLE 23. PROFESSIONAL PERFORMANCE REVIEW

- A. Evaluation is not an end in itself, but a means to the end of instructional improvement. It is a part of the supervision process in which the Bargaining Unit Member is assessed on evidence of performance and growth potential in the following areas:

- 1. Planning and Preparation
- 2. Learning Environment
- 3. Instruction
- 4. Professional Responsibility

Interpreters will be assessed on evidence of performance and growth potential in a number of professional areas, including those listed below:

- 1. Planning and Preparation
- 2. Learning Environment
- 3. Technical
- 4. Professional Responsibility

- B. Evaluation will be a cooperative action -- the Bargaining Unit Member not only evaluates himself/herself, but is fully apprised and has the opportunity to discuss any evaluation made of him/her. The District in the evaluation process will train administrators who evaluate.
- C. The instruments and procedure used for evaluation shall be considered as a constructive tool. Evaluation instruments and procedure must be reviewed annually by a team of administrators and Bargaining Unit Members. The Bargaining Unit Members on the team will be selected by the union, be in majority on the team, and be provided with any and all information necessary for the review process.
- D. Non-tenured Bargaining Unit Members, during their first year of probation, shall have the following professional performance review:
 - 1. Three (3) formal classroom/work area observations with pre/post conference (pink form, placed in personnel file).
 - 2. Three (3) informal observations.

3. Portfolio including the professional development plan (blue form, not placed in personnel file). (effective 2004)
4. An annual evaluation with supervisor (yellow form, placed in personnel file).

During the second and third years of probation, non-tenured Bargaining Unit Members shall have the following professional performance review:

1. Two (2) formal classroom/work area observations with pre/post conference (pink form, placed in personnel file).
2. Two (2) informal observations.
3. Portfolio including the professional development plan (blue form, not placed in personnel file). (effective 2004)
4. An annual evaluation with supervisor (yellow form, placed in personnel file).

Tenured Bargaining Unit Members will have a choice of the following options:

Option 1 -

1. Two (2) informal evaluations (not to be placed in personnel file).
2. Professional Development plan (blue form, not to be placed in personnel file).
3. An annual evaluation by supervisor (yellow form, placed in personnel file).

Option 2 -

Professional Growth Plan (green form, placed in personnel file).
(Includes proposal, mid-year review, and year-end review)

Under normal circumstances, there will be no formal classroom/work area observation of any tenured Bargaining Unit Member. However, a tenured Bargaining Unit Member may request and receive a classroom/work area observation conducted by his/her appropriate BOCES administrator, normally within ten (10) school days of said request between October 1 and May 31.

The appropriate BOCES administrator will conduct all classroom/work area observations. Normally, the Bargaining Unit Member will be apprised in advance of the impending observation, although administrators retain the prerogative of making observations unannounced. Pre- and post observation conferences will be conducted for all classroom/work area observations and cannot be waived by either party.

Informal observations occur when a supervisor stops in class announced or unannounced for a brief period of time. No written report is required. Supervisor may provide Bargaining Unit Member with a brief note regarding suggestions or reinforcement. This does not go in the Bargaining Unit Member's personnel file.

If a Bargaining Unit Member is found to be in need of major improvement, the administrator and the Bargaining Unit Member will jointly develop a Professional Improvement Plan (purple form). A specific plan will be developed which includes:

- Growth-promoting goals that are specific, measurable, action oriented, realistic, and time bound. (S.M.A.R.T.)
- Strategies for resolution of the concern.
- Timelines, on-going.
- Indicators of progress.
- Resources and support needed.

Union President will be notified of all Bargaining Unit Members in the Professional Improvement Plan.

No evaluation of the job performance of interpreters, performed by the Interpreter Coordinator, may be used in any disciplinary or dismissal proceeding.

- E. Monitoring or observation of the work performance of a Bargaining Unit Member shall be conducted openly and with full knowledge of that person. No electronic recording devices shall be used to monitor or observe the work performance of a Bargaining Unit Member.
1. The District shall not use said video equipment to observe, monitor, evaluate, or in any way discipline a Bargaining Unit Member.
 2. Recorded material generated from this equipment will not be placed in the personnel file of any Bargaining Unit Member.
 3. There will be no disclosure of any videotapes unless compelled by statute or regulation, or by a non-BOCES initiated subpoena or court order.
- F. Following any formal observation, a conference shall be held with the Bargaining Unit Member and the Bargaining Unit Member shall review the observer's assessment of his/her performance. The Bargaining Unit Member will be provided with a copy of the written report of the observation and will have the right to attach a statement to the report, after which the final report shall be placed in the Bargaining Unit Member's personnel file within thirty (30) days. In the event an annual evaluation is made, the same procedure shall apply.
- G. A probationary Bargaining Unit Member normally shall be informed of action taken regarding tenure by the Superintendent ninety (90) days prior to the end of the probationary term.
- H. Bargaining Unit Members do have the right, upon request, to review the contents of their personnel file except for references obtained in the process of initial employment and recommendation for other employment. The personnel file shall be kept in the Central Office. Materials scheduled for placement into a Bargaining Unit Member's personnel file shall not be put into the file until forty-eight (48) hours after receipt by the Personnel Office, unless there is prior acknowledgment by the Bargaining Unit Member. The Bargaining Unit Member will have the opportunity to review the material.
- The Bargaining Unit Member will acknowledge that he/she has had the opportunity to review said material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Bargaining Unit Member will also have the right to submit a written response to such material and his/her response shall be reviewed and acknowledged by the appropriate BOCES administrator and placed in the Bargaining Unit Member's personnel file.
- I. Material derogatory to a Bargaining Unit Member's conduct, service, character, or personality will not be placed in his/her personnel file unless the Bargaining Unit Member has had an opportunity to review the material. The Bargaining Unit Member will acknowledge that he/she had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicated agreement with the contents thereof. The Bargaining Unit Member will also have the right to submit a written response to such material, and his/her response shall be reviewed and acknowledged by an appropriate BOCES administrator and placed in the Bargaining Unit Member's personnel file. Except as

limited by Section K. below, continued employment of Bargaining Unit Members will be based on materials in the Bargaining Unit Member's personnel file.

- J.
1. Items to be placed in the Bargaining Unit Member's file will have "cc: Bargaining Unit Member's Personnel File" included on the bottom of each sheet.
 2. Materials will not be placed in the file until 48 hours after a copy of such material is received by the Personnel Office.
 3. If a Bargaining Unit Member wishes to sign or answer any statements being placed in the personnel file, the Bargaining Unit Member may do so, and same will be attached and made a part of the material destined for the Bargaining Unit Member's personnel file.
 4. If there is a question in the Bargaining Unit Member's mind about the materials being placed in the personnel file, he/she has the right to ask the supervisor responsible for the materials to discuss them with the Bargaining Unit Member. The Supervisor will not deny that request. The Assistant Superintendent for Instruction will, upon request, meet with the Bargaining Unit Member to discuss these matters.

The outline procedure above should help to alleviate any questions or problems Bargaining Unit Members have in regards to materials being placed in their personnel files. The outline above does not relieve the Bargaining Unit Member of his/her responsibility to check the files periodically and to sign the materials going into the file. The outline above, as per the contract, allows BOCES to place materials in the Bargaining Unit Member's personnel file.

- K. Except for situations where student enrollment cannot support a position due to a significant decline from one school year to another or over a reasonable period of school years, continuing employment will be based on material in a teacher's personnel file.
1. If a course shows the aforementioned decline, the Superintendent shall have discretion to act.
 2. If a course is operating during the current school year despite low enrollment, the Superintendent shall have discretion to act in the next school year.
 3. New courses with low enrollment may be offered at the discretion of the Superintendent for a period of three (3) years.
 4. For purposes of this article, the "Superintendent's discretion" includes decisions regarding course continuation, elimination, length, and number of sections offered without creating an enrollment standard.

ARTICLE 24. PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. The BOCES Board shall pay the reasonable expenses (including meals, lodging, transportation and/or registration fees) incurred by Bargaining Unit Members attending workshops, seminars, conferences and other professional improvement sessions, subject to advance Board approval.
- B. In addition, any Bargaining Unit Member may, with the advance approval of the Superintendent, attend such sessions at his/her own expense during the school day without loss of salary or personal leave day.

ARTICLE 25. BOCES COURSES

Any member of the bargaining unit may take any recreational, vocational, or avocational course offered by the Division of Continuing Education without payment of tuition provided that the Director of the Division determines there is space available. Any member of the bargaining unit that exercises this option specifically agrees to pay for consumable supplies. Excluded from this clause are courses that are contracted or sub-contracted for outside agencies or firms.

ARTICLE 26. ASSOCIATION RIGHTS

- A. The Association shall have the right to hold four (4) meetings each school year for which Bargaining Unit Members are released from non-instructional duties to attend, without loss of salary or leave days. The dates and time of these meetings will be determined by mutual agreement between the Association and Superintendent; however, one (1) meeting date shall be in June.
- B. Members of the Association Executive Board may be released in order to conduct Association business, after their instructional duties have terminated and they have fulfilled any regular non-instructional duties. Absence will be coordinated in advance with immediate supervisor of the Bargaining Unit Members concerned.
- C. The Superintendent shall provide the President with the names, addresses, and telephone numbers of new members of the Bargaining Unit appointed each month by Board action.
- D. The Association shall be granted one (1) hour of continuous time during the first (1st) orientation day for new Bargaining Unit Members and during the first (1st) orientation day for all Bargaining Unit Members. This is to be one (1) of the four (4) meeting days defined in Section A.
- E. The District shall provide the President with one (1) copy of the Board agenda, minutes, and enclosures, except for executive session materials.
- F. The Association shall have the right to use the District's bulletin boards, mail service, and upon prior request, meeting rooms on a space available, no cost basis. It is understood that these facilities are not to be used for local, state, or federal political activities or purpose.
- G. The Association shall be provided an opportunity to make announcements prior to adjournment of faculty meetings, and to hold Association meetings immediately upon adjournment of faculty meetings, provided there are no instructional responsibilities immediately following the faculty meetings.
- H. The Association representative may, upon request, meet with the appropriate BOCES supervisor except that this arrangement is not intended to replace Bargaining Unit Member/Supervisor relationships or the informal grievance procedure.
- I. The Association President shall appoint one Bargaining Unit Member and, if mutually agreeable with the Superintendent, up to two (2) Bargaining Unit Members to participate in scheduled interviews, where interviews are conducted, for candidates for positions of Supervisor, Director, Assistant Superintendent, Deputy Superintendent and Chief Operating Officer, subject to agreement by the candidate(s). Bargaining Unit Members will be held to the same standard of confidentiality as other committee members. Recommendation for the position is not subject to the grievance procedure.

ARTICLE 27. GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is any alleged violation, misinterpretation or misapplication of this Agreement.
2. Grievant is the Association.
3. Party-in-interest is the Association and any member of the unit who is named in the grievance.
4. "Day" shall be defined to be any day that students are in session during the period of September 1st through June 30th.
5. Superintendent is the Chief Executive Officer of the Board or a member of BOCES administration who has been designated in writing by such officer to act on his/her behalf.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in irreparable harm to a party-in-interest, the time limits set forth herein will be reduced so that time grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

D. Procedures, Stages and Time Limits

1. Level One – A grievance shall be submitted in writing to the grievant's immediate supervisor within thirty (30) days of the grievant's knowledge of the cause of the grievance. The administrator shall render a decision within ten (10) days.
2. Level Two – If the Association is not satisfied with the Level One decision it shall be appealed to the Superintendent within ten (10) days. If not submitted within ten (10) days following the Level One decision date, the grievance is settled. The Superintendent shall render a decision within ten (10) days of the Level Two submission.
3. Level Three – If the Association is not satisfied with the Level Two decision the grievance may be submitted, within thirty (30) days, directly to arbitration under the voluntary rules of arbitration of the American Arbitration Association. If the grievance is not appealed to arbitration within thirty (30) days of the Level Two decision date then the grievance shall be deemed settled.

4. A notice of arbitration must be in writing in the form of a notice to arbitrate served upon the Superintendent. Cost of arbitration shall be shared equally between the District and the grievant.

E. Rights of Bargaining Unit Members to Representation

1. No person shall be penalized in any way or suffer any professional disadvantage by reason or participation in the processing of any grievance.
2. Any party-in-interest may be represented at all stages of the grievance procedure by a person of his/her own choosing, except that he/she may not be represented by an officer of any teaching organization other than the Association. When a Bargaining Unit Member is not represented by the Association, the Association shall be informed of the grievance by the Superintendent and by the Board immediately upon submission to them and shall be entitled to present its views in writing and, if any hearing is held, orally.

F. General

1. If, in the judgment of the Association, a grievance affects a group or class of Bargaining Unit Members, the Association may submit such a grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level Two.
2. Decisions and grievances at Level Two and thereafter shall be in writing setting forth the decision or grievance, including the reasons for the decision, cause and nature of the grievance, all known facts, grievant's name and position, and date of submission and of decision, and shall be transmitted to all parties-in-interest.
3. All documents, communications, records, or any other written material dealing with a grievance will be filed separately from the personnel files of the participants and no reference whatsoever to any grievance shall appear in any Bargaining Unit Member's personnel file.
4. Forms for filing grievances will be prepared by the Board, in cooperation with the Association, and given appropriate distribution.
5. Any person to whom a grievance or decision is delivered shall sign and date a receipt for or copy of the same, and the date of signature shall constitute the submission date or decision date.
6. A grievance settled informally without Association participation shall, in all respects, be final and binding upon the grievant; provided, however, said settled grievance shall not create a precedent or ruling binding upon any other Bargaining Unit Member or either party to this Agreement in future proceedings.

ARTICLE 28. BOCES MANAGEMENT RIGHTS

The Association recognizes that the District (BOCES) reserves all the rights, powers, and authority customarily exercised by management except as otherwise specified, designated or modified by the expressed provisions of this labor agreement.

ARTICLE 29. POSITIONS IN SUMMER AND TWILIGHT SCHOOL

A. Bargaining Unit Members who voluntarily agree to an administrative request to teach summer or twilight programs shall be compensated as follows:

	2006-07	2007-08	2008-09
All bargaining unit members except those listed below.	\$30.50	\$31.50	\$32.50
RPN	\$25.75	\$26.25	\$26.75
LPN, COTA, PTA	\$19.00	\$19.50	\$20.00
Teaching Assistant	\$18.75	\$19.25	\$19.75
Interpreter	\$16.75	\$17.25	\$17.75

*Twilight Programs shall be defined as: Career and Technical Education programs that lead to completion certificates taught by Bargaining Unit Members outside the normal workday.

Each Bargaining Unit Member that supervises a Teaching Assistant, COTA, or PTA shall receive an additional \$.50 per hour.

- B. Regularly appointed Bargaining Unit Members in the BOCES shall be entitled to two sick leave days each six week, five-day summer school session or one sick day for a three week, five day summer session or one (1) day for each fifteen (15) days of summer school session. Unused sick days at the end of summer school will be added to the Bargaining Unit Member's accumulated sick leave.
- C. Summer and twilight positions shall be posted and applied for by the application deadline.
- D. Bargaining Unit Members who apply, shall be given preference over outside applicants.
- E. A Bargaining Unit Member will be hired for summer school positions according to the following guidelines:
 - 1. Certified in position area, satisfactorily completed job in a previous summer, and willing to work 6 weeks.
 - 2. Certified in position area and willing to work 6 weeks.
 - 3. Certified in position area, satisfactorily completed job in a previous summer, and willing to work 3 weeks.
 - 4. Certified in position area and willing to work 3 weeks.
 - 5. Uncertified in position area, satisfactorily completed job in a previous summer, and willing to work 6 weeks.
 - 6. Uncertified in position area and willing to work 6 weeks.
 - 7. Uncertified in position area, satisfactorily completed job in a previous summer, and willing to work 3 weeks.
 - 8. Uncertified in position area and willing to work 3 weeks.
 - 9. Internal certified bargaining unit members as needed.
- F. This Agreement is restricted solely to members of the Broome-Tioga BOCES Teachers' Association bargaining unit as defined in the parties' collective bargaining agreement. This agreement applies to programs contracted by school districts to teach students who would normally be considered standard unit work for BTA members contracted by school districts to teach students.

- G. Excluded are all Unit Members employed in jobs not directly related to the teaching of students, "extended work year employees", employer specific training programs, and community education programs.
- H. It is understood and agreed to by the parties that the grant funded youth programs are covered under Article 29, Sections A, B, C, D, E and G, unless restricted by the applicable grant. The District agrees it will apply for the summer hourly rates shown in this agreement for such programs where specific restrictions are not present and the program covers elementary/secondary students. In the event such programs are not funded at these rates, the Association is willing to enter into negotiations with the District for specific rates to apply to that program. The District will not commit to any rates affecting members of this unit prior to completing negotiations.

ARTICLE 30. INTERPRETERS

- A. The District and the Association agree to maintain open discussions on this article.
- B. Interpreter applicants must pass the BOCES videotape and the BOCES written test as a condition of employment.
- C. Interpreters can advance on the career ladder on October 1 and February 1 of each year.
- D. Career Ladder and Hiring requirements:

Interpreter Trainee	-High School Diploma/GED -500 Hours contact hours with deaf people (parents, NTID, summer camp). Hours must be documented.	-Pass interview screening test at 60% -Proven competence and comfort with deafness. (Determined during the interview process).
Level I Contract starting salary	-High School Diploma/GED -20 Hours interpreter training related workshops and classes. Hours must be documented. -1,000 accumulative contact hours with deaf people.	-Pass BOCES performance test at 70% -Record of having passed BOCES written test at 85%
Level II \$400 more than level I	-High School Diploma/GED -40 hours of interpreter training related workshops and classes -1500 accumulative hours <u>interpreting experience</u> (inside and/or outside of school).	-Pass BOCES performance test at 80% -Record of having passed BOCES written test at 85%
Level III \$500 more than level II	-(1) High School Diploma/GED, and RID certification – CT* OR (2) High School Diploma/GED and RID certification – CI* OR (3) AA Degree - 80 hours of interpreter training related workshops and classes. -3000 accumulative hours interpreting experience (inside and/or outside school).	-Pass BOCES performance at 90% -Record of having passed BOCES written test at 85%

Level IV \$600 more than level III	- (1) Associates Degree and RID certification – CT* OR (2) Associates Degree and RID certification – CI* OR (3) BA or BS -3000 accumulative hours of interpreting experience	Provides training to other interpreters.
Level V \$700 more than level IV	-BA or BS, AND RID CT and CI*	

RID CI – Rochester Institute for the Deaf Certificate of Interpretation

RID CT – Rochester Institute for the Deaf Certificate of Transliteration

E. JOB DESCRIPTION—Interpreter Trainee

Must reach Level One within two (2) years from date of employment.

1. Must successfully pass BOCES written test (score of 85% or better) within one calendar year from date of employment (May be taken twice within one year).
2. Must take BOCES performance test within 20 months of date of employment (May be taken every six months within the two-year period). Must successfully pass BOCES performance test (score of 70% or better) within two calendar years of date of employment.
3. At the time the individual becomes qualified for Interpreter I, that person will receive the minimum salary for the Interpreter I position as specified in the contract at that time. If the period of employment encompasses two (2) fiscal years, then the person will receive the BTA increment as specified in the contract. When the individual is appointed as an Interpreter I, that person will be placed at a salary equivalent to the minimum for Interpreter I, or if the Interpreter Trainee’s salary plus the negotiated increase is greater than the Interpreter I salary minimum, there will no adjustment.

F. Attendance at workshops, conferences or college level programs (e.g., BITP, Gallaudet, Utica) - each hour of attendance will count as an hour toward interpreter training hours. These are outside of BOCES. Business meetings are not included.

Attendance at college level sign language classes - each hour of credit will count as 1 hour toward interpreter training hours. These classes do not include BOCES Superintendent’s conference day.

G. An interpreter on extended leave of one year or more will be required as a condition of employment, to pass the BOCES performance test at 70% and pass BOCES written test at 85% within 30 calendar days from date of return to work. If this effort is not successful, a successful retake must be done within 90 days from notification of results of initial test, as a condition of continued employment.

H. When excessing takes place in the position of interpreter, a seniority list will be prepared by the District subject to review by the Association. The list will be prepared by date of employment and position on the Career Ladder as outlined in Section D of this article. It is agreed that Level V represents the highest level on the ladder and Interpreter Trainee represents the lowest level. The

most senior in Level V (should there be an individual at that level) will be at the top of the list, and the least senior Interpreter Trainee (should there be an individual at that level) will be the last individual listed. The list will also take leave-without-pay into account when it is determined. Excising will be determined by both level and date of hire, beginning with the least senior in the lowest level of the Career Ladder. Date of hire and seniority will also be used for the purposes of re-hire, with the most senior in the highest level of the Career Ladder offered re-employment first.

ARTICLE 31. DISTANCE LEARNING

- A. The use of Distance Learning shall not result in:
 - 1. The reduction of the number of full-time equivalent (FTE) positions in the BOCES TA bargaining unit.
 - 2. The reduction of staff of the BOCES TA bargaining unit from full-time to part-time.
- B. Participation in the Distance Learning program shall not be used, in any way, by the District to argue that the Association has waived any right or lost any exclusivity over its bargaining unit work.
- C. The Distance Learning Program shall not adversely affect the workload of any Bargaining Unit Members who are not directly involved in the Distance Learning Program.
- D. Participating Bargaining Unit Members shall not be responsible or liable for the supervision and maintenance of discipline of students in the receiving school(s).
- E.
 - 1. The teaching of Distance Learning Program courses shall be strictly voluntary.
 - 2. Distance Learning Program positions shall be posted in the usual fashion.
 - 3. Openings shall be defined as new offerings or vacancies created as a result of an incumbent's written resignation.
 - 4. Openings shall be awarded to the senior Bargaining Unit Member, where qualified.
 - 5. In all cases Unit Members, who apply, shall be given preference over outside applicants.
- F. Distance Learning Program course instruction shall be compensated as follows:
 - 1. When a Bargaining Unit Member teaches a course through the Distance Learning Program, in addition to his/her normal teaching assignment, (s)he shall receive an additional stipend of \$2250.00 per each semester.
 - 2. Curriculum development for the Distance Learning Program shall be compensated at the rate of \$18.00 per hour.
- G. Whenever possible, at least fifteen (15) minutes of non-instructional time shall be provided immediately before the distance learning class.
- H. The instructor shall not be responsible for technical installation or maintenance of equipment utilized in the Distance Learning Program classroom.
- I. The grading of Distance Learning Program student participants shall be the domain of the instructor. However, the instructor shall not be responsible for translating grades into a component district's grading system.

- J. Distance Learning class instruction is intended to be live and interactive. No sessions will be taped.
- K. No videotape or any other reproduction of the teacher's work performance in the Distance Learning Program may be used for teacher evaluation purposes.
- L. All observation and/or evaluation of the work performance of the Distance Learning Program teacher must be done at the sending site in the classroom by the BOCES administration and shall conform in all other respects to the parties' collective bargaining agreement. Complaints with respect to a Bargaining Unit Member's performance originating in a receiving school shall be promptly called to the Unit Member's attention. The right of confrontation shall be granted to the Unit Member upon his/her request.
- M. Given the ever-changing nature of this program, revisions to this article are inevitable and will be negotiated by the parties as soon as practicable.

ARTICLE 32 CONTENT TEAM LEADERS/LEAD TEACHERS

- A. It is understood these positions are non-supervisory/non-evaluative of Bargaining Unit Members, except as normally occurs with Teaching Assistants or Therapy Assistants.

ARTICLE 33. LONG TERM SUBSTITUTE TEACHERS

The terms and conditions of employment of long term substitute teachers, as defined in Article 1, shall be governed by the following sections or as specifically modified by this agreement:

- A. All contract articles shall apply to long term substitutes except the following:

- Article 8 Section A*
- Article 11 Section F*
- Article 12 Sections C and E*
- Article 13*
- Article 14*
- Article 16 – as it applies to retirees Also exclude Section F*
- Article 20*
- Article 21*
- Article 23 Section K*
- Memorandum – 403 (b) Non-Elective Employer Contribution*

- B. Salary
 - 1. Long term substitutes shall be paid a salary commensurate with experience and credentials.
 - 2. This (pro-rated) salary shall never be less than the entry-level salary.
 - 3. If a long-term substitute is hired for a period that extends beyond one school year, he/she shall receive the contractual negotiated increase. If the substitute does not work a full second year then the increase shall be prorated.

C. Accident, Incidents & Losses (**Article 17**)

Section C shall be limited to the maximum of the time period for which the long-term substitute was hired.

D. Personal Leave (**Article 10**)

Long term substitutes shall receive personal days based upon the number of days worked as follows:

30 - 89 days: 1 personal day
90 - 119 days: 3 personal days
120 - 149 days: 4 personal days
150 - 180 days: 5 personal days.

E. Sick Leave (**Article 11**)

Long term substitutes shall receive sick days based upon the number of days worked as follows:

30 - 59 days: 1 sick day
60 - 89 days: 3 sick days
90 - 119 days: 6 sick days
120 - 149 days: 9 sick days
150 - 180 days: 15 sick days.

F. Temporary Leave (**Article 12**)

Long term substitutes shall receive Temporary leave days prorated as per Article 34.D. Said school year total shall not exceed twice the number generated by applying the table of Section 34.D.

G. Health Insurance (**Article 16**)

Exclude as it applies to retirees.
Exclude Section F.

The health/dental benefits of this article shall apply to all long-term substitutes hired for a period of 90 days or longer.

H. Salaries (**Article 6**)

Sections B & D shall not apply to long term substitutes. However, if the long-term substitute is continuously employed by the BOCES and is ultimately hired in a probationary status said individual shall prospectively receive the benefits of Sections B & D of this article subject to the following:

- The individual must have substituted a minimum of 90 consecutive days.
- The course work must be taken after the commencement of employment with BOCES.
- In the case of the newly earned permanent certification said certification must be received after the commencement of employment with the BOCES.

- I. **Professional Performance Review (*Article 23*)**
Shall apply to long term substitute teachers except that the requirements in Section D, shall be at the discretion of the district. However, should said individuals be evaluated then said evaluation shall conform to the procedures of Article 23.
- J. Should new provisions be incorporated into this contract, subsequent to the agreement of this article, it is agreed that the parties shall specify the applicability of said new provisions as regards long term substitutes.

ARTICLE 34. CONTRACT AND NEGOTIATIONS

34.1 COPY OF THE AGREEMENT

The Association shall provide a copy of the Agreement to each member of the Bargaining Unit.

34.2 IMPLEMENTATION

ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

34.3 NO REPRISALS

There will be no reprisals of any kind taken against any Bargaining Unit Member by reason of his/her membership in the Association or participation in any of its legal activities.

34.4 SAVINGS CLAUSE

If any provision of the Agreement or any application of the Agreement of any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

34.5 INDIVIDUAL AGREEMENTS

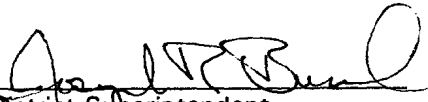
Any individual arrangement, agreement, or contract heretofore or hereafter executed with any individual member of the negotiation unit represented by the Association shall be subject to and consistent with the terms and conditions of this Agreement and subsequent agreements hereinafter executed by the parties. During its duration, this Agreement shall be controlling.


34.6 MANDATORY BARGAINING

Before an item is adopted by the Board or implemented by the BOCES which involves a mandatory subject of bargaining, the Association will be notified in writing and negotiations shall begin within thirty (30) days of such notice. The above language does not prohibit BOCES from exercising rights as provided by the laws of New York.

DURATION OF AGREEMENT

This Agreement entered into by and between the parties this 24th day of August, 2006 is the full and complete contract and shall be in effect through June 30, 2009.


District Superintendent


Association President

8/24/06
DATE

BO/njg
cwa 1141