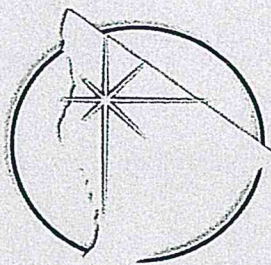


July 1, 2015 – June 30, 2019



BOCES STAFF ASSOCIATION

and the

BOARD OF COOPERATIVE EDUCATIONAL SERVICES OF
ROCKLAND COUNTY

between the

AGREEMENT



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AN AGREEMENT

between the

BOARD OF COOPERATIVE EDUCATIONAL SERVICES

OF ROCKLAND COUNTY

and the

BOCES STAFF ASSOCIATION

PREAMBLE

In order to effectuate the provisions of Article 14 of the Civil Service Law, and to encourage and abet effective and harmonious working relationships between the Board of Cooperative Educational Services of Rockland County (hereinafter called the "Board") and the professional staff in order that the cause of public education may best be served in the County of Rockland, THIS AGREEMENT IS MADE AND ENTERED INTO on the 1 day of July, 2015 by and between the Board of Cooperative Educational Services of Rockland County and the BOCES Staff Association (hereinafter called the "Association").

Article I. RECOGNITION

The Board of Cooperative Educational Services hereby recognizes the Association as the exclusive representative of:

- A. the professional employees, except Supervisors and Administrators, of the Board of Cooperative Educational Services, in teaching or related activities, except adult education teachers not otherwise covered by the Agreement, night high school teachers, per diem substitutes, and tutors
- B. teaching assistants – crisis
- C. teaching assistants (including all individuals who may work under permanent or provisional teaching assistant certifications other than teaching assistants – crisis)
- D. senior occupational therapists, occupational therapists, occupational therapist assistants, senior physical therapists, physical therapists and physical therapist assistants, provided such persons are licensed in said areas.
- E. Educational Interpreters

This covers all certificated teaching personnel and licensed persons falling into the various categories of occupational and physical therapists set forth in paragraph (d) above.

The Recognition Agreement, which was entered into on January 22, 1970, between the Board and the Association, is on file at the BOCES Administration Office.

Article II. CLASS SIZE PER PERIOD

A. Occupational Education

In the interest of good education, a recommended Occupational Education Class should have not more than 20 pupils.

All unit members who are not evaluated under Section 3012-c and 3012-d of the Education Law will be evaluated under Article V.

Article V. OBSERVATION AND EVALUATION

- E. Teaching Assistants who are assigned to substitute for 60 or more consecutive school days for a specific class and for the same teacher shall be paid on Step 1 under the BA column in the Teacher's Salary Schedule. This pay will be retroactive to the first date of the continuous assignment.
- D. Any teaching assistant who is hired as a substitute teacher will be paid the substitute teacher rate, or \$40.00 more than 1/200th of his/her current salary, whichever is more. Teaching assistants who are approved through the usual process for being on the approved substitute teacher list shall be given the opportunity to substitute for the teacher in their regular classrooms on a per diem basis before any noncertified individual is so chosen.
- C. Reimbursement for authorized use of an employee's automobile to perform assigned duties shall be at the IRS rate, without the mileage cap. Mileage for attendance at required meetings and any legitimate business for BOCES shall be computed from the school where he or she last served. All claims for travel reimbursement shall be submitted on forms provided by the Board.
- B. All unit members will have the option of being paid by the Board in either twenty-six (26) equal bi-weekly installments, or twenty-two (22) equal bi-weekly installments during the school year. The Board will supply the teachers and the Association with a schedule of payments by September 15 of each school year.
- A. The salaries of all persons covered by this Agreement are set forth in the Appendix which is attached hereto and made a part hereof.

Article IV. COMPENSATION & EXPENSE ALLOWANCE

The Board, within budget limitations, will provide supplies and equipment so that teachers and teaching assistants fulfill their responsibilities in an adequate and professional manner, and will be guided in its determination by the requisitions submitted by the teachers and approved by the director of the program.

Article III. SUPPLIES AND EQUIPMENT

- B. Special Education
 - In senior high school classes, pupils who attend occupational education programs shall be counted as .60 that such classes shall have no more than twenty (20) pupils, except as set forth in the next sentence. If the number of pupils should exceed twenty (20) for ten (10) consecutive school days up to November 1 in any school year or between March 15 and the end of the school year, the Board shall reduce the number of pupils to twenty (20) or place a full-time teaching assistant in the class but even in the latter event the number of pupils shall not exceed twenty-two (22). If the number of pupils should exceed twenty-two (22) for ten (10) consecutive school days between November 2 and March 14, the Board shall reduce the number of pupils to twenty (20).
 - The teacher to student ratios for special classes will reflect those listed in Part 200 of the Regulations of the Commissioner of Education. If the number of students surpasses those in these Regulations after November 1 of the school year, the Board will endeavor to provide additional assistance when practicable.

A. A unit member shall have the right to answer any material filed and his or her answer shall be reviewed by the director or supervisor of the appropriate division and placed in his or her file.

Article VI.
FILES

H. In addition, it is understood that there will be routine, informal observations as part of the duties of Principals, Assistant Principals and other BOCES administrators assigned supervisory duties, for which no prior notice will be given.

In cases of dismissal or non-recommendation for tenure, a representative of the office of the District Superintendent upon the request of the unit member may meet and discuss the reasons with the unit member. The unit member may be accompanied, if he or she so desires, by an Association representative.

G. A unit member will not be subjected to disciplinary penalties without cause. Whether cause exists in any case of imposition of disciplinary penalty shall be subject to the grievance procedure at the request of the employee. If no written request for grievance procedure is made by the employee within five days of imposition of any disciplinary penalty, the employer's action shall become final. This paragraph shall not apply to cases of dismissal or appointment to tenure, which are not within the purport of this Agreement.

F. Probationary certificated staff will be observed at least twice during each of their probationary years. Tenured staff will normally be observed at least once a year. A summary evaluation report will be written for each probationary certificated staff at the end of each probationary year.

E. No observation report, evaluation report or complaint will be placed in a unit member's file without his or her signature. If the unit member refuses to sign the report or complaint it may be placed in his or her file with a note by the Supervisor indicating the refusal to sign.

D. The unit member will be afforded the opportunity to confer regarding the observation report. He or she will sign the report to demonstrate his or her knowledge of the report and will be given ample space to respond to the report on the same form. A copy of the complete report will be given to the unit member.

C. A report on the observation normally shall be given to the unit member within ten (10) school days of the observation.

B. At least one school days' notice shall be given of a formal observation. A pre-observation conference may take place. Observations shall normally be at least twenty (20) minutes. Teaching assistants-crisis may have their observations occur over an extended time frame. This time frame will not ordinarily exceed one week. The written report of the observation will cover this time frame and identify the specific times and dates of the activities observed.

A. All monitoring or observation of the work performance of a unit member will be conducted openly and with full knowledge of the unit member. The use of public address or audio systems and similar surveillance devices shall be strictly prohibited.

Any fully qualified part-time unit member who submits a written application for any increased part-time or full-time position, which now is or may be established by the Board, may be appointed to such position provided all other factors and employment qualifications, including competence, fields of study,

Article VIII. PART-TIME EMPLOYEES

- D. The Association shall be kept informed of candidates considered for promotional positions.
- C. All appointments to the aforesaid vacancies and openings shall be made without regard to age, race, creed, color, religion, nationality, sex, or marital status.
- B. Promotional positions are defined as follows: Positions paying a salary differential and/or positions on the administrator-supervisor level, including, but not limited to, positions such as supervisor, director, principal, assistant principal, department head, administrative assistant, specialist, and special project teachers.
- 4. Such vacancies shall be filled on the basis of qualification for the vacant post, provided, however, that where two or more applicants are equally qualified, consideration will be given to existing staff members.
- 3. Unit members who desire to apply for such vacancies shall submit their applications in writing to the District Superintendent or his/her authorized agent within the time limit specified in the notice.
- 2. Such notice shall be posted as far in advance as possible, ordinarily at least thirty (30) days before the final date when applications must be submitted and under special circumstances in no event less than one week before such date.
- 1. Such vacancies shall be adequately publicized, which shall mean, as a minimum that a notice shall be posted in all buildings in which ten or more unit members are regularly assigned clearly setting forth a description of, and the qualifications for, the position, including the duties and salary. During summer vacation, notices shall be distributed with such pay checks as are given out.
- A. All vacancies in promotional positions, excepting the position of District Superintendent, shall be filled pursuant to the following procedures:

Article VII. PROMOTIONS

- 3 Upon receipt of a written request, the unit member shall be furnished a reproduction of any material in his or her file, except as in (2).
- 2 Upon request by the unit member, he or she shall be given access to his or her file without undue delay, except for requested confidential information.
- 1 No material derogatory to a unit member's conduct, service, character, or personality shall be placed in the files unless the unit member has had an opportunity to read the material. The unit member shall have a reasonable opportunity to acknowledge that he or she has read such material by affixing his or her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he or she has read the material to be filed. Such signature does not necessarily indicate agreement with its content.
- B. All unit member files should be maintained under the following circumstances:

work performance and record of attendance, are equal, which determination shall be made in the sole judgment of the District Superintendent and after approval by the Board upon recommendation of the District Superintendent.

Article IX. HOURS AND LOAD

- A. The official length of instructional time for students shall not exceed six (6) hours.
- B. These hours shall not be modified except for real emergencies without notice to and negotiation with the Association, provided that no such modification shall increase the length of the unit members' work day.
- C. Unit members shall not be required to report earlier than fifteen (15) minutes before the start of the students' school day. Whenever there is a need for a unit member to report earlier than fifteen (15) minutes before the students' school day, it shall not be more than thirty (30) minutes beforehand.
- D. Unit members shall not be required to remain in school more than fifteen (15) minutes past the end of their students' school day.
- E. Notwithstanding paragraphs C and D above, the work day for unit members shall be fifteen (15) minutes longer than where specified, with this additional time to be allocated at the beginning or end of the day at the discretion of the District Superintendent.
- F. In addition to the hours required above, unit members may be required to remain for meetings and/or in-service training, not to exceed 32 cumulative hours per school year. Through June 30, 2019 only the maximum cumulative hours per school year for classroom teaching assistants and educational interpreters shall be 30 instead of 32. Unit members will be notified at least 30 days in advance of the time, place, and estimated duration of all such meetings and training sessions, provided that shorter notice may be given when an emergency arises and a meeting's purpose could not have been anticipated in advance. Unit members may be excused from an emergency meeting if they can demonstrate extraordinary cause. No meeting or training session shall last for more than two hours. The BOCES shall schedule all non-emergency meetings on a day of the week to be determined by the BOCES each June for the following school year. Four (4) of the 32 hours will be devoted to activities relating to evaluations, assessments, and documentation of student performance. The building administrator will identify these hours in advance. An Advisory Staff Development Committee will be formed with equal representation from the BSA and the BOCES to plan the meeting hours related to in-service training, to include work and training relating to the Compact for Learning, to ensure that the needs of unit members, as well as the BOCES are met.
- G. Unit members may not be required to attend more than two evening meetings each year for open house and/or parent visitation.
- H. Attendance at any other meetings shall be at the option of the individual unit member. Probationary staff may be required to attend additional orientation/training sessions.
- I. Unit members shall have a duty-free lunch period of the same length as their students' lunch period; in no event less than thirty (30) minutes. Unit members may leave the building during their unassigned lunch period upon notification to their supervisor. When students are in the building, permission to leave may be denied where in the reasonable judgment of the supervisor there would not be a sufficient number of appropriate members of the unit remaining in the building to cover emergencies.
- J. When there are exceptional demands upon a particular unit member for time over and beyond the regular work day and hours as set forth herein, the District Superintendent or his/her designee shall work out with

- A. Unit members who desire a change in grade and/or subject assignment or who desire to transfer to another building shall file a written statement of such desire with the District Superintendent not later than ten (10) days after posting. Such statement shall include the grade and/or subject to which the unit member desires to be assigned and the school or schools to which he or she desires to be transferred, in order of preference.
- B. No later than ten (10) days after knowledge of vacancies, the District Superintendent shall post in all school buildings a supplemental list of known vacancies which will occur during the following school year. Extra copies of the list shall be provided to the Association.
- C. No later than ten (10) days after posting, a unit member may file an application for reassignment or transfer to positions listed on the supplemental list of vacancies.
- D. Positions vacated during the school year by newly transferred unit members need not be posted.

Article XI. VOLUNTARY TRANSFERS & ASSIGNMENTS

The Board recognizes that a teacher's primary responsibility is to teach and it will endeavor to minimize non-teaching assignments by the employment of teaching assistants and part-time clerical assistants when practicable.

Article X. NON-TEACHING DUTIES

- M. Notwithstanding any other provision in this Agreement, the BOCES may institute a supplemental session in the Occupational Education Division. The hours of this supplemental session shall begin after the end of the traditional school day. There shall be a break of at least one-half hour between the end of the traditional day and the beginning of the supplemental session. No unit member who was on active payroll as of April 23, 1991 will be compelled to work involuntarily during the supplemental session. The number of weekly hours of the supplemental session shall not exceed the number of weekly hours of the traditional sessions. Unit members who work a full-time schedule which includes the supplemental session, and unit members who work a less-than-full-time schedule which includes the supplemental session, shall be paid as if their schedule were worked entirely within the traditional school day. Unit members who work a full-time schedule, and in addition work the supplemental session, shall be paid at an hourly rate of 1/1300 of Step 1 of the appropriate salary schedule (BA Step 1 in the case of teachers) for their work during the supplemental session.
 - L. Every occupational education teacher shall have one day without normal instructional duties to be used as arranged for parent conferences, Individual Education Plans and other related matters.
 - K. Any teacher who has the responsibility of preparing Individual Education Plans (I.E.P.) for students in the special education programs shall be provided during the normal instructional day one hour per student for the purposes of preparing such Individual Education Plans, provided that such time shall not exceed two days per year.
- This time shall be scheduled at a time appropriate for preparation of Individual Education Plans, including parent-teacher conferences, and the teacher shall be relieved of normal instructional duties during the Individual Education Plan preparation time.
- the individual concerned an arrangement for adequate pay. No unit member shall be required to accept such arrangement.

- E. No assignments of new unit members in the school system shall be made until all building requests for voluntary reassignment or transfer have been approved or disapproved by the District Superintendent or his/her designee.
 - F. As soon as practicable, and under normal circumstances not later than one week prior to the close of the school term, the District Superintendent or his/her designee shall post in appropriate places and make available to the Association a system-wide schedule showing the names of all persons who have been reassigned or transferred and the nature of such reassignment or transfer.
 - G. In the determination of requests for voluntary reassignment and/or transfer, the convenience and wishes of the individual unit member will be honored to the extent that they do not conflict with the instructional requirements and best interests of the school system. If more than one unit member has applied for the same position, the unit member best qualified for that position shall be appointed, and qualifications being substantially equal, seniority in the school system will be considered.
 - H. A tenured teacher in a position area who requests a transfer or assignment to a position in another tenure area which is approved by the Board upon the recommendation of the District Superintendent and who holds a valid teaching certificate or statement of permanent continued eligibility for the position shall serve a two-year probationary period in the position in the requested tenure area if permitted by law.
- Although the Board and the Association recognize that some involuntary transfer of unit members from one school to another, or reassignment within a school, may be unavoidable, they also recognize that frequent transfer or reassignment of unit members is disruptive of the educational process and interferes with optimum unit member performance. Therefore, they agree as follows:
- A. Notice of an involuntary transfer or reassignment shall be given to unit members as soon as practicable, and, under normal circumstances, not later than thirty (30) days before such transfer.
 - B. When involuntary transfer or reassignment of a unit member is necessary, volunteers will be considered. A unit member's area of competence, major and/or minor field of study, quality of teaching performance and length of service in BOCES and the specific requirements of the position will be considered in determining which unit member, if any, is to be transferred or reassigned. Such unit members will be placed only in a comparable position.
 - C. An involuntary transfer or reassignment will be made only after a meeting between the unit member involved and the District Superintendent or his/her designee, at which time the unit member will be notified of the reasons therefor. In the event that a unit member objects to the transfer or reassignment at this meeting, upon the request of the unit member, the Association will be notified and the District Superintendent or his/her designee will meet with the Association's representative to discuss the matter.
 - D. A list of open positions in the school system will be made available to all unit members being involuntarily transferred or reassigned. Such unit members may request the positions, in order of preference, to which they desire to be transferred. As among such unit members, those best qualified for a particular position shall receive priority, and qualifications being substantially equal, seniority in the school system will be considered.
 - E. In arranging schedules for unit members who are assigned to more than one school, an effort shall be made to limit the amount of inter-school travel. Such unit members shall be notified of any change in their schedules as soon as practicable.

Article XII. INVOLUNTARY TRANSFERS & ASSIGNMENTS

15 days per year for a 10-month employee
 20 days per year to a maximum of 185 days inclusive of leave
 accumulated during non-tenure status
 Leave prorated according to number of days worked per year at
 a rate of 15 days per year to maximum of 185 days

Non-tenured Staff:
Tenured Staff:
Part-time Staff:

This article shall govern the absences of all professional certificated personnel such as teachers, psychologists, social workers, guidance counselors and to all crises teaching assistants who were employed as such prior to April 23, 1991.

Article XIV. TEACHERS' LEAVES

- 1 Any changes in the schedule prior to November 1 of the year.
 - 2 Attendance by the teacher at conferences.
 - 3 The District Superintendent, or his/her designee, will meet with the Association's President at reasonable times during the school year to discuss the scheduling of ancillary and itinerant staff.
- D. The teachers of Licensed Practical Nursing who are compensated on a per diem basis for clinical instruction of students shall be paid for those scheduled times. When circumstances cause the cancellation of these scheduled times they shall be compensated with the following exceptions.

- A. Unit members shall be notified in writing of any change in their programs and schedules for the ensuing school year, including the schools to which they will be assigned. Such notice shall be given thirty (30) days prior to the end of the school year or as soon as the change is known to the administration.
- B. In order to assure that students are taught by teachers working within their areas of competence, teachers shall be assigned to teach only in grades and subject fields where they are qualified, as well as in accordance with the regulations of the New York State Education Department.
- C. In order to assure that teachers are assisted by teaching assistants-crisis or teaching assistants working within their areas of competence, teaching assistants-crisis or teaching assistants will be assigned only to grades and subject fields where they are qualified, as well as in accordance with regulations by the New York State Education Department and the New York State Civil Service.

Article XIII. SCHEDULES

- F. Unit member assignments and transfers shall be made without regard to age, race, creed, color, religion, nationality, sex, or marital status.
- G. A tenured teacher who accepts a transfer or assignment to a position in a different tenure area for which he or she is certified shall suffer no loss of salary, benefits or other rights granted by law.

Sick Day Severance Payment:

Unit members who retire with at least 165 accumulated leave days will receive a severance payment of \$1,600. Effective July 1, 2016, this amount shall be increased to \$2,000. Effective July 1, 2018, this amount shall be increased to \$2,400.

Leave during a school year for the purposes set forth below will be deducted from the accumulated leave total and is subject to the following regulations:

- A. Personal Illness or Injury
- A staff member will notify, in advance of the next school day, except in emergency, his or her immediate superior of absence for illness or injury. A physician's statement may be required after three (3) consecutive days' absence.
- The Board may require a physical examination after 3 days' illness by the Board's physician and an employee will make himself or herself available for such examination on reasonable notice. The opinion of the Board's physician as to illness or injury preventing the employee from performing his or her duties shall be binding upon all parties.

B. Illness in Individual's Family

Leave of absence will be granted to staff members in case of illness of members of the staff member's immediate family up to five (5) days annually. Immediate family is defined as spouse, parent, child, brother, sister or any other individual permanently residing in the same household as the employee.

C. Bereavement

1. In case of death in the immediate family (spouse, parent, child, brother, sister, or any other individual permanently residing in the same household as the employee) up to five (5) days annually.

2. In case of death of a mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law, and grandparent up to two (2) days annually.

3. In case of death of a relative not listed in 1 or 2 above, one day annually.

4. In extenuating circumstances, leave may be extended at the discretion of the District Superintendent.

D. Personal Leave

1. Staff members may be granted up to three (3) days annually with prior approval of the District Superintendent or designee, for personal reasons. The reason shall be requested only in instances when an emergency is claimed under paragraphs 2 or 3 below. Reapproval for such days must be obtained from the District Superintendent or his/her designee, for the sole purpose of insuring that there will be sufficient coverage for each building and each program on the day in question. The criteria used for determining sufficient coverage will include the safety of the students and the availability of substitutes. In the event that a request for a personal day must be denied for lack of coverage, the unit member or unit members who are denied shall be determined on a first-come-first-served basis, with unit members whose requests are received on the same day considered to be tied. Seniority shall be used to determine which unit member or unit members will have their request denied for coverage purposes when there is a tie.

3. Applications to withdraw days from the bank must be supported by medical documentation and must be approved by a committee consisting of an equal number of representatives of the BOCES and BSA. The committee may require the unit member to undergo a neutral medical evaluation. On any occasion when the committee is deadlocked in a tie with respect to any question before it, the District Superintendent will make the final decision, which will not be subject to review by arbitration or otherwise.

- 1. Each September 1, unit members will donate two accumulated sick days. Donations will be suspended when the number of days in the bank exceeds 1,200. Donations will resume when the number of days in the bank drops below 600.
- 2. In order to withdraw days from the bank, a unit member must have depleted all his/her sick leave due to a serious illness or injury.

A sick bank will be established with the following features:

I. Sick Bank

Unit members may be paid for a maximum of three work days per year to attend to legal matters relating to the lawful adoption of a child. The Office of Human Resources shall be given at least two weeks' notice of such leave days, provided that if such notice is impossible, as much notice as possible shall be given.

H. Leave for Adoption of Child

- 1. If a unit member must take leave time because of a job-related injury, his or her leave time deduction shall be re-credited according to the following formula: The total workers compensation award for weekly benefits shall be divided by the unit member's daily rate to yield the number of days to be Re-credited.
- 2. No deduction from leave time shall be taken for time absent due to attendance at a formally noticed workers' compensation hearing concerning the unit member's own job-related injury.

G. Job-Related Injuries

Jury Duty: Absence is allowed for Jury Duty. The staff member will receive his or her regular salary less any fee received for Jury Duty. A staff member, upon notification of Jury Duty, will notify the District Superintendent immediately.

F. Non-Deductible Leave

Absence on school days beyond allowable leave will result in reduction in salary at the per diem rate of 1/200th for 10-month employees, 1/220th for 11-month employees, and 1/240th for 12-month employees.

E. General Regulations

The foregoing schedule of allowable leave will be prorated for teachers working less than full time according to the number of days worked annually.

- 2. Notification for personal leave shall be made to the District Superintendent at least five (5) working days prior to the date of the leave. In the event of an emergency, this requirement will be waived.
- 3. Except in verifiable emergencies, personal leave days may not be taken on a day adjacent to a holiday or school recess.

4. Withdrawals of days may be approved in increments of up to 30 days. No unit member may withdraw more than 150 days over the course of his/her career.

Article XV. LEAVES OF OTHER UNIT MEMBERS

This Article shall govern the absences of all classified unit members, all teaching assistants and crisis teachers assistants (other than crisis teaching assistants who were employed as such prior to April 23, 1991.)

A. Personal Illness - Cumulative

Personnel will accumulate personal illness days according to the following schedule, to a maximum of 185 days. A physician's statement is required after three (3) consecutive days' absence.

Tenured teaching assistants:	15 days per year
Non-tenured teaching assistants	10 days per year
Sr. OT/PT, OT/PT, and OT/PT Asssts. and Educational Interpreters with 3 or more years of service:	15 days per year
Sr. OT/PT, OT/PT, and OT/PT Asssts. and Educational Interpreters with less than 3 years of service:	10 days per year

B. Sick Day Severance Payment

Unit members who retire with at least 165 accumulated leave days will receive a severance payment of \$1600. Effective July 1, 2016, this amount shall be increased to \$2,000. Effective July 1, 2018, this amount shall be increased to \$2,400.

C. Illness in Family - Non-Cumulative

Allowable leaves of absence shall be granted in case of illness of members of the employee's immediate family up to four (4) days annually. Immediate family is defined as spouse, parent, child, brother, sister or any other individual permanently residing in the same household as the employee.

D. Bereavement

1. In the case of death in the immediate family (spouse, parent, child, brother, sister, or any other individual permanently residing in the same household as the employee) a maximum of five (5) days will be allowed with no salary reduction.

2. In the case of a mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law, grandparent, a maximum of two (2) days will be allowed with no salary deduction.

3. In the case of death of a relative not listed in 1 or 2 above, a maximum of one (1) day shall be allowed with no salary reduction.

E. Jury Duty

Absence is allowed for Jury Duty. The teaching assistant or therapist will receive his or her regular salary less any fee received for Jury Duty.

F. Other Just Cause – Non-Cumulative

Staff members may be granted up to three (3) days annually with prior approval of the District Superintendent or designee, for personal reasons. The reason shall be requested only in instances when an emergency is claimed under paragraphs 2 or 3 below. Reapproval for such days must be obtained from the District Superintendent or his/her designee, for the sole purpose of insuring that there will be sufficient coverage for each building and each program on the day in question. The criteria used for determining sufficient coverage will include the safety of the students and the availability of substitutes. In the event that a request for a personal day must be denied for lack of coverage, the unit member or unit members who are denied shall be determined on a first-come-first-served basis, with unit members whose requests are received on the same day considered to be tied. Seniority shall be used to determine which unit member or unit members will have their request for denied for coverage purposes when there is a tie.

Allowable absences for teaching assistants and therapists working less than full time will be prorated according to the number of days worked per year.

Notification for personal leave shall be made to the District Superintendent at least five (5) working days prior to the date of the leave. In the event of an emergency, this requirement will be waived.

Except in verifiable emergencies, personal leave days may not be taken on a day adjacent to a holiday or school recess.

G. Job-Related Injuries

1 If a unit member must take leave time because of a job-related injury, his or her personal illness time deduction shall be re-credited according to the following formula: The total workers compensation award for weekly benefits shall be divided by the unit member's daily rate to yield the number of days to be re-credited.

2 No deduction from leave time shall be taken for time absent due to attendance at a formally noticed workers' compensation hearing concerning the unit member's own job-related injury.

H. Absences on school days beyond allowed absences will result in reduction in salary at the per diem rate of 1/200th of the salary (10-month rate).

I. Teaching assistants' and therapists' absences beyond the allowable days may be extended at the discretion of the District Superintendent and with the approval of the Board.

J. Unit members may be paid for a maximum of three work days per year to attend to legal matters relating to the lawful adoption of a child. The Personnel Office shall be given at least two weeks' notice of such leave days, provided that if such notice is impossible, as much notice as possible shall be given.

K. Sick Bank

The sick bank described in Article XIV above will apply.

Article XVI. TEACHING YEAR

A. The calendar shall be attached hereto and be made part of this Agreement as Appendix II.

B. The work year for members of this unit shall be no more than 185 days.

- A. Leave of absence without pay of up to two (2) years may be granted to any teacher who joins the Peace Corps or serves as an exchange teacher and is a full-time participant in either of such programs. Upon return from such leave, a teacher will be considered as if he or she were actively employed by the Board during the leave and will be placed on the salary schedule at the level he or she had not been absent.
- B. Military leave will be granted to any teacher who is inducted or enlists in any branch of the Armed Forces of the United States. Upon return from such leave, a teacher will be placed on the salary schedule at the level which he or she would have achieved had he or she remained actively employed in the system during the period of his or her absence up to a maximum of four (4) years.
- C. Child Care leave of up to one (1) year for legal adoption of a child or for maternity or paternity of a newborn child will be granted without pay or increment to a unit member. An extension of such leave for up to one additional year will be granted without pay or increment upon request. A unit member who expects to use such leave shall notify the District Superintendent in writing at a reasonable time prior to the commencement of Child Care leave. Appropriate medical evidence of fitness may be required to return from such leave. All child care leaves and extensions thereto shall end immediately prior to the beginning of either the fiscal year or the second semester except as necessitated by the Family and Medical Leave Act ("FMLA"). No later than one month prior to the termination date of the leave, the unit member must file with the Assistant Superintendent for Human Resources a notice of intent to either return to work or, where applicable, extend the leave.
- D. A leave of absence without pay or increment of up to one (1) year may be granted for the purpose of caring for a sick member of the staff member's immediate family.
- E. All benefits or leave to which a staff member was entitled at the time of his or her leave of absence commenced will be restored to him or her upon his or her return.
- F. All requests for extended leaves will be in writing, and if granted, permission will be given in writing.
- G. This agreement shall not be construed so as to diminish any rights that the employees would be entitled to under the minimum standards set by the Family and Medical Leave Act ("FMLA"); nor shall the FMLA diminish any rights under this collective bargaining agreement.

Article XVII. EXTENDED LEAVES OF ABSENCE

- 1. Orientation day for new teachers preceding Labor Day.
- 2. Orientation day following Labor Day for entire staff.
- 3. Three days for professional conferences, staff development, Superintendent conferences, etc.
- F. With the exception of orientation days and any Superintendent's Conference Day, members of the bargaining unit while serving in any local school district will adhere to the calendar of that district.
- C. The school calendar shall be adopted by the Board after consultation with the Association.
- D. The school calendar for each ensuing school year shall be a matter of discussion between the Association and the Board.
- E. The following days are for the attendance of members of the unit but not students.

Article XVIII. SABBATICAL LEAVE

This clause shall not be in effect during the term of this Agreement

Desiring to reward professional performance and encourage independent research and achievement, the Board hereby establishes this policy of sabbatical leaves for teachers for approved scholarly programs, whether or not carried on in an academic institution, subject to the following conditions:

- A. Recommendation by the District Superintendent.
- B. No more than two (2) members of the teaching staff shall be absent on sabbatical leave at any one time.
- C. Requests for sabbatical leave must be received by the District Superintendent in writing in such form as may be required by the District Superintendent no later than the December Board meeting of the year preceding the school year in which the sabbatical leave is requested.
- D. The teacher has completed at least seven (7) consecutive full school years of service in BOCES.
- E. Teachers on sabbatical leave will be paid at the full rate of the annual salary rate for one-half (1/2) year, or at one-half (1/2) rate of the annual salary rate for one (1) year.
- F. The teacher will agree to return to employment in BOCES for one (1) full year. Upon such return, the teacher shall be placed on the appropriate step in the salary schedule as though such teacher had not been on leave.

Article XIX. PROTECTION

- A. Unit members will immediately report in writing to the Director via Supervisors, all cases of assault suffered by them in connection with their employment.

- B. This report will be forwarded to the District Superintendent and the Board will comply with any reasonable request from the unit member for information in its possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the unit member, the police and courts.

- C. If criminal or civil proceedings are brought against a unit member for alleged infraction of duties in connection with his or her employ, such unit member may request, and the Board shall furnish, legal counsel to defend him or her in such proceeding as required by law.

- D. Whenever a unit member is absent from school as a result of personal injury due to unprovoked assault occurring in the course of his or her employment, he or she will be paid his or her full salary for the period of such absence, or one year, whichever is less, and no part of such absence will be charged to his or her annual sick leave. In order to receive full salary under this section, the injury must have been directed at the employee, and must prevent the unit member from performing his/her essential duties, even after reasonable accommodation. When determining whether an accommodation is "reasonable" within the meaning of this paragraph, the point of view of other staff members who are affected will be taken into account. Affected staff members will be consulted with at least every 30 days to insure the reasonableness of any accommodation. When determining what an unprovoked assault is, a multiplicity of factors will be taken into account.

- E. The unit member shall be examined by a physician designated by the Board for the purpose of establishing the length of time during which the unit member is temporarily disabled from performing his or her duties and the opinion of said physician as to the said period will control.

F. The Board shall reimburse a unit member for reasonable cost of replacing or repairing dentures, eyeglasses, hearing aides or similar bodily appurtenances, to the extent not covered by personal insurance and workers' compensation, which are damaged or destroyed while discharging his or her duties within the scope of his or her employment, provided such damage or destruction was not due to the employee's negligence. It is understood that property of an employee damaged and destroyed shall be limited to such property as is brought to the assigned place of employment by the employee in connection with his or her duties in BOCES, and reimbursement for such loss shall not exceed two hundred dollars (\$200.00) per incident.

Article XX. INSURANCE

Health Insurance - The Statewide Plan

- A. Any person appointed to a position for a period of at least three months is eligible for enrollment immediately upon employment, if:
1. He or she works a regularly scheduled work-week of twenty (20) hours or more, or
 2. He or she does not work a regularly scheduled work-week of twenty (20) hours or more, but is paid \$2,000 per year on an annual salary basis.
- B. Teachers shall pay 29% of the cost of health insurance premiums for either individual or family coverage. Employee contributions will be evenly divided over the course of the 10-month school year.
- C. Non-teacher unit members shall contribute toward the cost of health insurance premiums according to the following schedule:

Title	% of Teacher Contribution	% of Premium
Teaching Assistants	40	11.6
Teaching Assistants - Crisis	50	14.5
Educational Interpreters	50	14.5
Therapist Assistants	60	17.4
Therapists	70	20.3
Senior Therapists	80	23.2

D. The cost to the Board for employees who elect to enroll under other available health insurance options shall not exceed the cost to the Board resulting from Sections B and C above.

E. Unit members actively enrolled in the Rockland BOCES Empire health insurance program or any successor program for at least the three full immediately preceding years or who received the incentive in the immediately preceding year will have the right to receive an annual payment of one half the savings of the cost to BOCES in return for a waiver of their health insurance coverage for the following school year, if they are employed for that entire school year. The waiver must be in writing on a specific BOCES form and must be executed and received by the Human Resources office no later than July 1 of the year in

1. He or she works a regularly scheduled work-week of twenty (20) hours or more, or

A. Any person appointed to a position for a period of at least three months is eligible for enrollment the 1st day of the month following their date of hire if:

The Board agrees to pay 50% of the monthly premium of vision insurance coverage for the employee and eligible dependents. Eligible dependents include a spouse, domestic partner, and unmarried dependent children up to age 26th. Vision insurance does not continue after retirement.

Vision Insurance

All employees on a regularly scheduled work-week, minimum of two-and-a-half (2 1/2) days per week, ten (10) months per year, and earning at least \$2,000 per year on a salary schedule.
Waiting period one year; effective date the first day of month following end of waiting period.

Effective Date

Eligible Employees

Group Dental Insurance Specifications

For current dental plan specification see Appendix I

The Board agrees to pay 100% of the monthly premium of dental insurance coverage for the employee and 95% of the monthly premium for eligible dependents' coverage. Dental insurance does not continue after retirement.

Dental Insurance

F. The BOCES and the Union shall form a Health Care Committee consisting of equal numbers of appointees from each side. The Committee shall consider the possibility of offering a second health insurance option, in addition to the New York State Health Insurance Plan. The BOCES shall make the final decision whether to accept the Committee's recommendation.

The waiver will remain in effect unless expressly rescinded by the unit member due to a major family crisis/incident (e.g., spouse loses job/health insurance, loss of coverage due to death of spouse). The payment for waiving the health insurance program will be paid in two equal payments during the months of January and June or prorated if the unit member is no longer eligible for health insurance. Such payment will be processed through payroll and subject to tax withholding. If a unit member rescinds the waiver, that unit member will be required to reimburse any prorated monies given to him/her participating in the waiver program. Their entrance back into the Rockland Empire Health Plan will be subject to the rules and regulations of that Plan. Unless the waiver is expressly withdrawn in writing by the participating unit member, the BOCES will continue the unit member in the waiver program in subsequent years. Unit members whose last coverage was family shall receive an incentive calculated accordingly; likewise for individual coverage. The incentive will be at least \$800.

2. He or she does not work a regularly scheduled work-week of twenty (20) hours or more, but is paid \$2,000 per year on an annual salary basis.

Flex Plan

Unit members will be eligible to participate in a Flexible Spending Plan (Section 125 plan) offered through BOCES, which will allow members to use pre-tax dollars to pay for qualified medical expenses and pharmacy charges and/or dependent care expenses. In addition unit members will be eligible to have premiums related to health insurance deducted from their earnings on a pre-tax basis.

Article XXI. SUMMER SCHOOL & EVENING SCHOOL

- A. All openings for summer school and for adult education teachers will be adequately publicized by the District Superintendent and shall be posted in each school building, as early as possible, and under circumstances not later than ten (10) days prior to start of said session. Applications must be submitted within one week of the posting of said notices. Teachers who have applied for such summer school or adult education positions will be notified of the action taken regarding their applications as early as practicable. If the wage to be paid to an adult education position changes, the posting will be corrected, and the Association President will be so notified.

- B. Positions in adult education and positions in BOCES summer programs which are extensions of regularly run programs to service year-round BOCES students will, to the extent possible, be filled first by regularly appointed unit members in BOCES who are qualified for the position.

- C. In filling such positions, consideration will be given to a unit member's area of competence, major and/or minor field of study, quality of teaching performance, and attendance record. These hiring guidelines will be utilized in a comprehensive assessment for summer employment.

- D. Unit members who work in summer programs shall be paid a daily rate according to a 3-step schedule, the steps of which shall be 1/200 of the first three steps of the current salary schedule for that Title. In the case of teachers, the BA column shall be used in calculating these steps. Unit members shall be paid at Step 2 only for their second consecutive year of summer work and at Step 3 only for their third consecutive year of summer work.

- E. Adult education teachers who are also regularly appointed teachers in BOCES shall be paid at the rate of at least \$23 per hour. BOCES will operate adult education courses for at least a two-hour session whenever feasible; whenever it is not feasible, the Association will be notified in advance. Subject to the above, adult education teachers who are unit members will be paid according to the same BOCES policy that governs non-unit members.

Article XXII. ANNUITIES

The tax-sheltered annuity program is available to all personnel in the Board of Cooperative Educational Services.

Article XXIII. DUES DEDUCTION

- A. BOCES agrees to deduct from the salaries of members of the negotiating unit, dues for the Association, the New York State United Teachers and the American Federation of Teachers and to transmit the monies

promptly to the Association. The member's authorization will be in writing on a form provided by the Association.

B. The Association will certify in writing the current rate of dues for each of the organizations named in Paragraph A to the Assistant Superintendent for Business and Finance. The Association will give BOCES thirty (30) days' written notice of a change in the rate of membership dues for any of the organizations named in Paragraph A.

C. Deductions referred to in Paragraphs A and B above will be made in twenty (20) equal installments. BOCES will not be required to honor for any deduction any authorizations that are delivered to it later than September 30. The first deduction will not be made on a payroll for payment date earlier than 15 days after September 30.

D. No later than October 15 of each year, BOCES will provide the Association with a list of those employees who have voluntarily authorized the Board to deduct dues for the organizations named in Paragraphs A & B above. BOCES will notify the Association monthly of any changes in said list. Any employee desiring to have BOCES discontinue deductions he or she has previously authorized must notify the Board and the Association concerned in writing.

BOCES STAFF ASSOCIATION
LOCAL 2509
61 Parrott Road
West Nyack, New York 10994

PAYROLL DEDUCTION AUTHORIZATION

Social Security No.

Name (Last) (First) (Initial)

Board of Cooperative Educational Services
Sole Supervisory District, Rockland County

To the BOCES Board:

I hereby authorize you, according to arrangements agreed with the above organization, to deduct from my salary and transmit to said organizations, dues as certified by said organization. I hereby waive all rights and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the Board and all its officers from any liability therefor. 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 school system, or until revoked by me in writing.

Date:

Signature:

- C. Members of the Association are welcome to attend any regular meeting of the Board. permit their attendance at such meetings.
 - B. If negotiation meetings between the Board and the Association are scheduled by mutual agreement during normal working hours of a school day, not more than seven (7) nor fewer than three (3) representatives of the Association shall be relieved from all their regular duties without loss of pay, as is necessary in order to
 - A. The Board will not discriminate in any way against any unit member by reason of his or her membership in or participation in the activities of the Association or his or her exercise of his or her rights granted under this Agreement, or by law.
- The provisions of the Agreement express the intent of the parties and it may not be amended, altered, or modified except by written agreement executed by both parties.

Article XXVIII. GENERAL

- 1. It is expressly understood that no member of the administration will assume responsibility for the posting or distribution of material for the Association.
- B. The Association shall have the right to place notices, circulars and other material on school bulletin boards, in unit members' mail boxes, and use salary mailings, for the dissemination of information with the knowledge and consent of the Building Director or Supervisor.
- A. The Association shall have the right to use school buildings without cost at reasonable times for meetings. The Director of the building in question will be notified in advance of the time and place of all such meetings.

Article XXVII. USE OF SCHOOL FACILITIES

The Advisory Committee to the District Superintendent will discuss discipline and will make recommendations to the District Superintendent.

Article XXVI. DISCIPLINE

Not later than ninety (90) days prior to the expiration of this Agreement, the Board agrees to enter into collective bargaining with the Association over a successor agreement in accordance with the procedures set forth herein in a good faith effort to reach agreement on all matters concerning unit members' salaries, hours, and other terms and conditions of employment.

Article XXV. NEGOTIATION PROCEDURE

Each qualified teaching assistant will be enrolled in the Co-ESC retirement plan.

Article XXIV. PENSION BENEFIT

BOCES also agrees to deduct from the salaries of unit members, upon each participating unit member's written authorization, premiums for such group insurance as may be sponsored by BOCES Staff Association and to transmit the monies promptly to the designated insurer.

D. All existing school policies which relate to terms and conditions of employment as defined in Article 14, Section 201, Sub-section 4 of the Civil Service Law affecting unit members, unless changed by this contract, shall remain unaltered.

Article XXIX. REDUCTION IN FORCE

A. In the event the services of a unit member are terminated as a result of a reduction in force, the following provisions shall apply:

1. The unit member shall be notified of the termination thirty (30) days prior to its effective date.
2. All certificated unit members on the preferred eligible list shall be given preference for per diem substitute positions if he or she is certified for the position.
3. A certificated unit member on the preferred eligible list shall be given consideration for regular substitute positions if he or she is certified for the position.
4. If the unit member is covered by a health insurance plan, the Board will continue to provide such coverage for thirty (30) days after the date of termination.

B. The Board will provide the Association with a list of unit members. The list will show the assignments of each such person.

A. Definitions

1. A "grievance" is a claim based upon an event or condition which affects the welfare and/or conditions of employment of a unit member or group of unit members, or the Association, and/or the interpretation, meaning of application of any of the provisions of this Agreement or any other subsequent Agreement entered into pursuant to this Agreement.

2. A "grievant" is the person or persons making the claim.

3. Whenever used in this Article the word "days" shall mean days when school is in session.

B. Basic Principles

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of unit members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate, at any level of the procedure, and that written copies of the grievance and decisions be kept to resolve any future problems.

2. Nothing herein contained will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with the appropriate member of the administration at Level One, and having the grievance adjusted at that level, provided the adjustment is not inconsistent with the terms of this Agreement.

3. No reprisals of any kind will be taken by the Board or any member of the administration against any grievant, any school representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

4. Since it is important that the grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits may be extended, however, by written mutual agreement. All grievance proceedings shall be resolved before the beginning of the next school term or as soon as possible thereafter.

5. A grievant shall have the right to be represented at any stage of the procedures hereinafter set forth by a person or persons of his or her own choice provided that such person is not an officer or staff representative of a teachers' organization other than the Association and provided that an Association representative shall be permitted to audit any grievances beyond Level One.

6. Any grievance involving a group of unit members, or more than one building, or a matter for which there is no remedy at Level One, may be initiated by the Association at Level Two. Each unit member involved must be named in the grievance prior to Level Three.

7. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participant.

8. Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents will be jointly prepared by the District Superintendent and the Association and will be reproduced and given appropriate distribution by the District Superintendent, so as to facilitate operation of the grievance procedure.

9. The Board agrees to make available to any grievant and/or his or her representative all the information not privileged under the law in its possession or control and which is relevant to the issue raised in the grievance.

10. Failure to present a grievance within thirty (30) days after the act giving rise to the grievance or failure to proceed to the next step within the prescribed time limits shall be deemed a waiver of the grievance. If the administration and/or the Board should fail at any time to comply within the required time limits, the grievance may proceed to the next step.

C. Procedure

1. Level One:

a. The grievant shall present the grievance to his or her immediate supervisor on a form mutually agreed upon by the Board and the Association, which form shall provide a place for the specific nature of the alleged grievance, the act or events giving rise to the grievance, and the specific article or rights and privileges claimed to have been violated.

b. Within three (3) days after presentation of the grievance, the immediate supervisor shall meet with the grievant and his or her representative. Within three (3) days after the meeting, the supervisor shall render a decision in writing to the grievant with a copy to the Association.

2. Level Two:

a. If the grievance is not resolved at Level One, the grievant may, within five (5) days after the decision is rendered or due, make a written request to the District Superintendent or his/her designee for the review and determination of the grievance.

Ten paid days will be allotted for Association business at the determination of the Staff Association President. At least two weeks' notice shall be given to the Personnel Office of each such date taken. The District Superintendent or his/her designee may deny any Association day if necessary to insure adequate coverage of a building or program.

Article XXXI. ASSOCIATION DAYS

- e. The cost for the services of the arbitrator shall be shared equally by the Board and the Association.
 - d. The decision of the arbitrator shall be final and binding on both parties.
 - c. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the provisions of this Agreement or any agreement made supplementarily hereto, and to render decision of award, but shall not have jurisdiction to add to, subtract from, or modify or alter in any way any of these terms. Further, the arbitrator shall be limited in his or her authority to a review and determination of the specific grievance submitted for arbitration in each individual instance. A lawfully rendered decision of the arbitrator shall not be inconsistent with the provisions of this Agreement.
 - b. If the grievance is not resolved at Level Three, the Association or the Board may within fifteen (15) days after the Level Three decision is rendered or due submit the grievance to arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.
 - a. If a grievance involves any written provision of this Agreement, it may proceed to arbitration. If a grievance does not involve any written provision of this Agreement, it may not proceed beyond Level Three.
4. Level Four: Arbitration
- c. The Board shall render a decision in writing to the grievant with a copy to the Association within eight (8) days after the meeting.
 - b. The Board shall meet with the grievant and his or her representative not later than at its next regularly scheduled meeting.
 - a. If the grievance is not resolved at Level Two, the grievant may, within five (5) days after the Level Two decision is rendered or due, make a written request to the Board for review by the Board.
3. Level Three:
- c. The District Superintendent or his/her designee shall render a decision in writing to the grievant with a copy to the Association within eight (8) days after the meeting.
 - b. The District Superintendent or his/her designee shall meet with the grievant and his or her representative within five (5) days of receipt of the request.

Except as modified by the provisions of this Agreement, and the provisions of State law, the authority, right, and responsibilities of the Board and the Executive Officer are retained by them.

Article XXXV. MANAGEMENT RIGHTS

This Agreement may be opened for negotiation or renegotiation on any item except Index and Salaries by mutual agreement of both parties.

Article XXXIV. NEGOTIATION OR RENEGOTIATION

The Association, through its officers, agrees to comply with the provisions of Section 210, Article 14 of the Civil Service Law and affirms that it does not assert the right to strike against any Government, to assist or participate in any such strike, or to impose an obligation to conduct, assist, or participate in such a strike.

Article XXXIII. SECTION 210 - CIVIL SERVICE LAW

- C. Within sixty (60) days after the effective date of this act, a copy of this section shall be furnished by the chief fiscal officer of each public employer to each public employee. Each public employee employed thereafter shall, upon such employment, be furnished with a copy of the provisions of this section.
- B. Every employment organization submitting such a written Agreement to its members for ratification shall publish such notice, include such notice in the documents accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification.

“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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.”

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

Section 204a - Agreements Between Public Employers and Employee Organizations

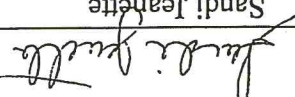
Article XXXII. SECTION 204a - CIVIL SERVICE LAW

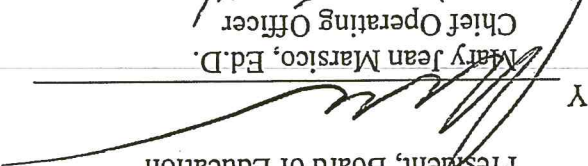
Article XXXVI. DURATION

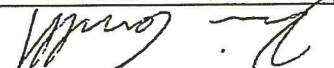
The provisions of this Agreement will be effective as of July 1, 2015, and will continue and remain in full force and effect until June 30, 2019. Said Agreement will automatically be renewed and will continue in full force and effect for additional periods of one year unless either the Board or the Association gives written notice to the other not later than ninety (90) days prior to the aforesaid expiration date or any anniversary thereof of its desire to reopen, modify or terminate this Agreement and to negotiate over the terms of a successor Agreement.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this ____ day of _____, 2015.

BOARD OF COOPERATIVE EDUCATIONAL
SERVICES FOR THE SOLE SUPERVISORY
DISTRICT OF ROCKLAND COUNTY

BY 
Sandi Jeanette
President, Board of Education

BY 
Mary Jean Marsico, Ed.D.
Chief Operating Officer

BY 
Kevin Connell
President

Appendix A. SALARY CONDITIONS

2015-2016

A. The salary schedules for teachers, crisis teaching assistants, and classroom teaching assistants will be the same as the 2014-2015 salary schedules. Regular step movement will take place. Employees who were on top step in 2014-2015 will receive a continuing 1.5% increase to their base salaries.

B. Effective July 1, 2015, there shall be a new salary schedule for Occupational and Physical Therapists. Therapists shall advance to the step on the new schedule that is one number higher than their step in 2014-2015, except that therapists on Step 8* in 2014-2015 will be placed on Step 10 on the new schedule; therapists on Step 8** without longevity in 2014-2015 will be placed on Step 1; therapists on Step 8** with one longevity step in 2014-2015 will be placed on Step 12; and therapists on Step 8** with more than one longevity step in 2014-2015 will be placed on Step 14. Longevity increments will be given after the 15th, 18th and 21st years of employment.

C. Effective July 1, 2015, there shall be a new salary schedule for Certified Occupational Therapy Assistants and Physical Therapy Assistants. Therapy Assistants shall advance to the step on the new schedule that is one number higher than their step in 2014-2015, except that therapy assistants on Step 8* and 8** in 2014-2015 will be placed on Step 10 and 10* of the new schedule, respectively. Therapy Assistants on Step 8** in 2014-2015 will receive an additional \$1259 built into their base salaries (the 10* Step includes the \$1,259 increment). Longevity increments will be given after the 11th, 14th, and 17th years of employment.

2016-2017

All salary schedules will be the same as the 2015-2016 salary schedules. Regular step movement will take place. Employees who were on top step in 2015-2016 will receive a continuing 1.5% increase to their base salaries.

2017-2018

The 2016-2017 salary schedules will be increased by 1% across the board. Regular step movement will take place.

2018-2019

The 2017-2018 salary schedules will be increased by 1% across the board. Regular step movement will take place.

In future years, step movement will continue to be covered by the Triborough Law.

Special Salary Rules for Classroom Teaching Assistants (not Crisis Assistants):

A. No Classroom Teaching Assistant may move past Step 4 without a Level 2 certificate or higher.

B. Classroom Teaching Assistants with a Level 2 certificate will receive \$250 per year each year.

- C. No Classroom Teaching Assistant may move past Step 7 without a Level 3 certificate or higher.
- D. Classroom Teaching Assistants with a Level 3 certificate will receive an additional \$500 per year each year. These increases are instead of the ones set forth in subparagraph (b) above, not in addition to them.
- E. Classroom Teaching Assistants who are on a step higher than that permitted according to the above rules will not move down in step, but will not move up in step until they meet the stated criterion.

Appendix B. SR PHYSICAL & OCCUPATIONAL THERAPISTS' SALARY SCHEDULE

STEP	2015-2016	2016-2017	2017-2018	2018-2019
1	\$55,900	\$55,900	\$56,459	\$57,024
2	\$58,639	\$58,639	\$59,225	\$59,818
3	\$61,379	\$61,379	\$61,993	\$62,613
4	\$64,117	\$64,117	\$64,758	\$65,406
5	\$66,858	\$66,858	\$67,527	\$68,202
6	\$69,595	\$69,595	\$70,291	\$70,994
7	\$72,331	\$72,331	\$73,054	\$73,785
8	\$75,225	\$75,225	\$75,977	\$76,737

Longevity: \$2,540 after 9th, 12th, and 15th year of employment.

Appendix C: OCCUPATIONAL & PHYSICAL THERAPISTS' SALARY SCHEDULE

STEP	2015-2016	2016-2017	2017-2018	2018-2019
1	\$51,820	\$51,820	\$52,338	\$52,861
2	\$54,480	\$54,480	\$55,025	\$55,575
3	\$57,144	\$57,144	\$57,715	\$58,292
4	\$59,805	\$59,805	\$60,403	\$61,007
5	\$62,471	\$62,471	\$63,096	\$63,727
6	\$65,134	\$65,134	\$65,785	\$66,443
7	\$67,794	\$67,794	\$68,472	\$69,157
8	\$70,504	\$70,504	\$71,209	\$71,921
9	\$71,915	\$71,915	\$72,634	\$73,360
10	\$73,439	\$73,439	\$74,173	\$74,915
11	\$74,908	\$74,908	\$75,657	\$76,414
12	\$76,406	\$76,406	\$77,170	\$77,942
13	\$77,934	\$77,934	\$78,713	\$79,500
14	\$79,492	\$79,492	\$80,287	\$81,090
14*	NA	\$80,684	\$81,491	\$82,306

NOTE: Therapists on Step 14 in 2015-2016 and therefore not eligible for step movement in 2016-2017, will be placed on Step 14* in the 2016-17 school year.
 Longevity increments of \$2,540 will be given after the 15th, 18th and 21st years of employment.

Appendix D. PTA & COTA SALARY SCHEDULE

STEP	2015-16	2016-17	2017-18	2018-19
1	\$44,574	\$44,574	\$45,020	\$45,470
2	\$46,807	\$46,807	\$47,275	\$47,748
3	\$49,029	\$49,029	\$49,519	\$50,014
4	\$51,266	\$51,266	\$51,779	\$52,296
5	\$53,488	\$53,488	\$54,023	\$54,563
6	\$55,447	\$55,447	\$56,001	\$56,561
7	\$57,949	\$57,949	\$58,528	\$59,114
8	\$60,267	\$60,267	\$60,870	\$61,478
9	\$61,472	\$61,472	\$62,087	\$62,708
10	\$62,955	\$62,955	\$63,585	\$64,220
10*	\$64,214	\$63,899	\$64,538	\$65,183
10**	NA	\$65,177	\$65,829	\$66,487

NOTE: Line 10* is for unit members who did not receive a step increase or new longevity payment in 2010-11.

Therapists Assistants on Steps 10 and 10* in 2015-2016 and therefore not eligible for step movement in 2016-2017, will be placed on Steps 10* and 10**, respectively, in the 2016-17 school year.

Longevity: \$2540 after 1th, 14th and 17th year of employment.

Appendix F. CRISIS TEACHING ASSISTANTS' SALARY SCHEDULE

STEP	2015-2016	2016-2017	2017-2018	2018-2019
1	\$28,283	\$28,283	\$28,566	\$28,852
2	\$29,451	\$29,451	\$29,746	\$30,043
3	\$30,630	\$30,630	\$30,936	\$31,245
4	\$31,802	\$31,802	\$32,120	\$32,441
5	\$32,978	\$32,978	\$33,308	\$33,641
6	\$34,150	\$34,150	\$34,492	\$34,837
7	\$35,324	\$35,324	\$35,677	\$36,034
8	\$36,498	\$36,498	\$36,863	\$37,232
9	\$37,672	\$37,672	\$38,049	\$38,429
10	\$38,847	\$38,847	\$39,235	\$39,627
11	\$40,212	\$40,212	\$40,614	\$41,020
12	\$41,622	\$41,622	\$42,038	\$42,458
12*	\$43,091	\$43,737	\$44,174	\$44,616
12**	\$43,898	\$44,556	\$45,002	\$45,452

Line 12* is for unit members who were on Step 12 in 2013-14. Line 12** is for unit members who did not receive a step increase or new longevity payment in 2010-11.

Longevity: After the 13th, 16th and 19th year of employment with BOCES, an increment equivalent to the last step will be granted.

Appendix F. CLASSROOM TEACHING ASSISTANTS' SALARY SCHEDULE

STEP	2015-2016	2016-2017	2017-2018	2018-2019
1	\$20,541	\$20,541	\$20,746	\$20,953
2	\$21,322	\$21,322	\$21,535	\$21,751
3	\$22,110	\$22,110	\$22,331	\$22,554
4	\$22,887	\$22,887	\$23,116	\$23,347
5	\$23,671	\$23,671	\$23,908	\$24,147
6	\$24,455	\$24,455	\$24,700	\$24,947
7	\$25,233	\$25,233	\$25,485	\$25,740
8	\$26,020	\$26,020	\$26,280	\$26,543
9	\$26,799	\$26,799	\$27,067	\$27,338
10	\$27,603	\$27,603	\$27,897	\$28,158
10-A	\$28,017	\$28,017	\$28,297	\$28,580
10-B	NA	\$28,438	\$28,722	\$29,010
10*	\$28,577	\$29,006	\$29,296	\$29,589
10**	\$29,397	\$29,838	\$30,136	\$30,437

Line 10* is for unit members who were on Step 10 in 2013-14.

Line 10** is for unit members who did not receive a step increase or new longevity payment in 2010-11.

For the 2015-16 school year, staff on Step 10 in 2014-2015 will move to line 10-A; Staff on 10* and 10** in 2014-15 will remain on 10* & 10**, respectively.

For the 2016-17 school year, staff on Step 10 in 2015-16 will move to line 10-A and will remain on line 10-A for the 2017-18 & 2018-19 school years. Staff on line 10-A in 2015-16 will move to line 10-B and 10-A will remain on line 10-B for the 2017-18 & 2018-19 school years. Staff on line 10* and 10** will remain on those lines, respectively, and through the 2017-18 & 2018-19 school years.

Longevity: \$2090 after 12th, 15th and 18th year of consecutive service in the job title.

Appendix G. EDUCATIONAL INTERPRETERS' SALARY SCHEDULE

STEP	2015-2016	2016-2017	2017-2018	2018-2019
1	34,000	34,000	34,340	34,683
2	35,020	35,020	35,370	35,724
3	36,070	36,070	36,431	36,795
4	37,153	37,153	37,525	37,900
5	38,267	38,267	38,650	39,037
6	39,415	39,415	39,809	40,207
7	40,598	40,598	41,004	41,414
8	41,816	41,816	42,234	42,656
9	43,070	43,070	43,501	43,936
10	44,362	44,362	44,806	45,254
11	45,693	45,693	46,150	46,612
12	47,064	47,064	47,535	48,010

Longevity: After the 13th, 16th and 19th year of employment with BOCES, an increment equivalent to the last step will be granted.

Appendix H. TEACHER SALARY INDEX

COLLEGE PREP		BA	BA+15		BA+30	MA	BA+45	MA+15	BA+60		MA+30		MA+45	MA+60
TRADE SHOP SUBJ.		PR EXP	PRF EXM	INITIA L CT	PRF CT		PERM+15		PERM+30	BA		BA+15		
STEP	YRS CRDT	A	B	C	D	E	F	G	H	I	J	K	L	M
1	0	1.00	1.0550	1.0325	1.110	1.1750	1.1650	1.2300	1.2200	1.2475	1.2850	1.2750	1.3400	1.3950
2	1	1.05	1.1078	1.1366	1.1655	1.2338	1.2233	1.2915	1.2819	1.3099	1.3493	1.3388	1.4070	1.4648
3	2	1.10	1.1605	1.1908	1.2210	1.2925	1.2815	1.3530	1.3420	1.3723	1.4135	1.4025	1.4740	1.5345
4	3	1.15	1.2133	1.2449	1.2765	1.3513	1.3398	1.4145	1.4030	1.4346	1.4778	1.4663	1.5410	1.6043
5	4	1.20	1.2660	1.2990	1.3320	1.4100	1.3980	1.4760	1.4640	1.4970	1.5420	1.5300	1.6080	1.6740
6	5	1.25	1.3188	1.3531	1.3875	1.4688	1.4563	1.5375	1.5250	1.5594	1.6063	1.5938	1.6750	1.7438
7	6	1.30	1.3715	1.4073	1.4430	1.5275	1.5145	1.5990	1.5860	1.6218	1.6705	1.6575	1.7420	1.8135
8	7	1.35	1.4243	1.4615	1.4985	1.5863	1.5728	1.6605	1.6470	1.6841	1.7348	1.7213	1.8090	1.8833
9	8	1.40	1.4770	1.5155	1.5540	1.6450	1.6310	1.7220	1.7080	1.7465	1.7990	1.7850	1.8760	1.9530
10	9	1.45	1.5298	1.5697	1.6095	1.7038	1.6893	1.7835	1.7690	1.8089	1.8633	1.8488	1.9430	2.0228
11	10	1.50	1.5825	1.6237	1.6650	1.7625	1.7475	1.8450	1.8300	1.8713	1.9275	1.9125	2.0100	2.0925
12	11	1.55	1.6353	1.6779	1.7205	1.8213	1.8058	1.9065	1.8910	1.9336	1.9918	1.9763	2.0770	2.1623
13	12	1.60	1.6880	1.7320	1.7760	1.8800	1.8640	1.9680	1.9520	1.9960	2.0560	2.0400	2.1440	2.2320
14	13	1.65	1.7408	1.7862	1.8315	1.9388	1.9223	2.0295	2.0130	2.0584	2.1203	2.1038	2.2110	2.3018
15	14				1.8870	1.9975	1.9805	2.0910	2.0740	2.1208	2.1345	2.1675	2.2780	2.3715
16	15				1.9425	2.0563	2.0388	2.1525	2.1350	2.1831	2.2488	2.2313	2.3450	2.4413

Appendix I. TEACHERS' SALARY SCHEDULE 2015- 2016

Step	Yrs Crdt	BA	BA+15	INITIAL	BA+30	MA	BA+45	MA+15	BA+60	BA	MA+30	BA+15	MA+45	MA+60
		PR EXP	PRF EXM	CT	PERM CT	PERM+15	PERM+30	BA	MA+30	BA+15	MA+45	MA+60		
1	0	49,986	52,733	54,108	55,482	58,734	58,229	61,478	60,981	62,356	64,229	63,733	66,978	69,727
2	1	52,481	55,374	56,812	58,257	61,670	61,144	64,553	64,029	65,473	67,444	66,919	70,329	73,218
3	2	54,981	58,005	59,520	61,033	64,605	64,055	67,627	67,077	68,593	70,652	70,102	73,676	76,701
4	3	57,481	60,645	62,225	63,805	67,545	66,967	70,701	70,129	71,705	73,865	73,289	77,023	80,189
5	4	59,980	63,279	64,930	66,577	70,479	69,876	73,780	73,177	74,827	77,075	76,475	80,374	83,674
6	5	62,481	65,919	67,632	69,355	73,417	72,792	76,851	76,226	77,946	80,288	79,663	83,723	87,162
7	6	64,979	68,553	70,342	72,125	76,349	75,701	79,923	79,275	81,066	83,498	82,848	87,073	90,645
8	7	67,479	71,192	73,050	74,903	79,288	78,613	82,999	82,323	84,180	86,712	86,038	90,422	94,135
9	8	69,978	73,826	75,750	77,674	82,224	81,524	86,073	85,375	87,298	89,923	89,220	93,770	97,616
10	9	72,476	76,466	78,458	80,450	85,164	84,439	89,147	88,423	90,417	93,135	92,410	97,118	101,111
11	10	74,975	79,100	81,161	83,224	88,098	87,347	92,220	91,473	93,537	96,343	95,593	100,469	104,591
12	11	77,476	81,740	83,868	85,999	91,036	90,260	95,295	94,518	96,647	99,556	98,784	103,815	108,082
13	12	79,975	84,373	86,571	88,771	93,970	93,170	98,367	97,568	99,770	102,768	101,968	107,167	111,564
14	13	82,474	87,011	89,281	91,544	96,907	96,084	101,442	100,617	102,889	105,981	105,156	110,513	115,052
15	14	N/A	N/A	N/A	94,322	99,844	98,993	104,517	103,667	106,006	109,190	108,342	113,864	118,537
16	15	N/A	N/A	N/A	97,095	102,781	101,907	107,592	106,715	109,118	112,402	111,530	117,213	122,027
16-A	15	N/A	N/A	N/A	98,551	104,323	103,436	109,206	108,316	110,755	114,088	113,203	118,971	123,857
16-B	15	N/A	N/A	N/A	N/A	106,410	105,504	111,390	110,482	112,970	116,370	115,467	121,350	126,335
16-C	15	N/A	N/A	N/A	N/A	107,885	106,981	112,866	111,958	114,446	117,847	117,777	122,827	127,810

NOTE: Line 16* is for unit members who were on Step 16 in 2013-14. Step 16** is for unit members who did not receive a step increase or new longevity payment in 2010-11.

Staff on Step 16 in the 2014-2015 school year will be on Line 16-A in the 2015-2016 school year. Staff on Line 16* and 16** in the 2014-15 school year, will be on Line 16-B and 16-C, respectively.

Longevity: \$2,540 after 19th, 22nd, 25th year of employment with BOCES

Appendix J. TEACHERS' SALARY SCHEDULE 2016-2017

	BA	BA+15	BA+30	MA	BA+45	MA+15	BA+60	BA	MA+30	BA+15	MA+45	MA+60		
College Prep	PR EXP	PRF EXM	INITIAL CT	PERM CT	PERM+15	PERM+30	BA	MA+30	BA+15	MA+45	MA+60			
Trade Shop	A	B	C	D	E	F	G	H	I	J	K	L	M	
College Prep	1	2	3	4	5	6	7	8	9	10	11	12	13	
Trade Shop	A	B	C	D	E	F	G	H	I	J	K	L	M	
Step	Yrs													
Step	Crdt													
1	0	49,986	52,733	54,108	55,482	58,734	58,229	61,478	60,981	62,356	64,229	63,733	66,978	69,727
2	1	52,481	55,374	56,812	58,257	61,670	61,144	64,553	64,029	65,473	67,444	66,919	70,329	73,218
3	2	54,981	58,005	59,520	61,033	64,605	64,055	67,627	67,077	68,593	70,652	70,102	73,676	76,701
4	3	57,481	60,645	62,225	63,805	67,545	66,967	70,701	70,129	71,705	73,865	73,289	77,023	80,189
5	4	59,980	63,279	64,930	66,577	70,479	69,876	73,780	73,177	74,827	77,075	76,475	80,374	83,674
6	5	62,481	65,919	67,632	69,355	73,417	72,792	76,851	76,226	77,946	80,288	79,663	83,723	87,162
7	6	64,979	68,553	70,342	72,125	76,349	75,701	79,923	79,275	81,066	83,498	82,848	87,073	90,645
8	7	67,479	71,192	73,050	74,903	79,288	78,613	82,999	82,323	84,180	86,712	86,038	90,422	94,135
9	8	69,978	73,826	75,750	77,674	82,224	81,524	86,073	85,375	87,298	89,923	89,220	93,770	97,616
10	9	72,476	76,466	78,458	80,450	85,164	84,439	89,147	88,423	90,417	93,135	92,410	97,118	101,111
11	10	74,975	79,100	81,161	83,224	88,098	87,347	92,220	91,473	93,537	96,343	95,593	100,469	104,591
12	11	77,476	81,740	83,868	85,999	91,036	90,260	95,295	94,518	96,647	99,556	98,784	103,815	108,082
13	12	79,975	84,373	86,571	88,771	93,970	93,170	98,367	97,568	99,770	102,768	101,968	107,167	111,564
14	13	82,474	87,011	89,281	91,544	96,907	96,084	101,442	100,617	102,889	105,981	105,156	110,513	115,052
15	14	N/A	N/A	N/A	94,322	99,844	98,993	104,517	103,667	106,006	109,190	108,342	113,864	118,537
16	15	N/A	N/A	N/A	97,095	102,781	101,907	107,592	106,715	109,118	112,402	111,530	117,213	122,027
16-A	15	N/A	N/A	N/A	98,551	104,323	103,436	109,206	108,316	110,755	114,088	113,203	118,971	123,857
16-B	15	N/A	N/A	N/A	100,029	105,888	104,988	110,844	109,941	112,416	115,799	114,901	120,756	125,715
16-C	15	N/A	N/A	N/A	108,006	107,087	107,087	113,061	112,139	114,665	118,116	117,199	123,170	128,230
16-D	15	N/A	N/A	N/A	109,503	108,586	108,586	114,559	113,637	116,163	119,615	119,544	124,669	129,727

NOTE: Staff on Step 16 in the 2015-2016 school year will be on Line 16-A in the 2016-2017 school year. Staff on Line 16-A, 16-B, or 16-C in the 2015-2016 school year, will be on Lines 16-B, 16-C, and 16-D, respectively.

Longevity: \$2,540 after 19th, 22nd, 25th year of employment with BOCES.

Appendix K. TEACHERS' SALARY SCHEDULE 2017-2018

	BA	BA+15	BA+30	MA	BA+45	MA+15	BA+60	BA	MA+30	BA+15	MA+45	MA+60		
College Prep	PR EXP	PRF EXM	INITIAL	PERM CT										
Trade Shop			CT											
College Prep	1	2	3	4	5	6	7	8	9	10	11	12	13	
Trade Shop	A	B	C	D	E	F	G	H	I	J	K	L	M	
Step														
	Yrs													
	Crdt													
1	0	50,486	53,260	54,649	56,037	59,321	58,811	62,093	61,591	62,980	64,871	64,370	67,648	70,424
2	1	53,006	55,928	57,380	58,840	62,287	61,755	65,199	64,669	66,128	68,118	67,588	71,032	73,950
3	2	55,531	58,585	60,115	61,643	65,251	64,696	68,303	67,748	69,279	71,359	70,803	74,413	77,468
4	3	58,056	61,251	62,847	64,443	68,220	67,637	71,408	70,830	72,422	74,604	74,022	77,793	80,991
5	4	60,580	63,912	65,579	67,243	71,184	70,575	74,518	73,909	75,575	77,846	77,240	81,178	84,511
6	5	63,106	66,578	68,308	70,049	74,151	73,520	77,620	76,988	78,725	81,091	80,460	84,560	88,034
7	6	65,629	69,239	71,045	72,846	77,112	76,458	80,722	80,068	81,877	84,333	83,676	87,944	91,551
8	7	68,154	71,904	73,781	75,652	80,081	79,399	83,829	83,146	85,022	87,579	86,898	91,326	95,076
9	8	70,678	74,564	76,508	78,451	83,046	82,339	86,934	86,229	88,171	90,822	90,112	94,708	98,592
10	9	73,201	77,231	79,243	81,255	86,016	85,283	90,038	89,307	91,321	94,066	93,334	98,089	102,122
11	10	75,725	79,891	81,973	84,056	88,979	88,220	93,142	92,388	94,472	97,306	96,549	101,474	105,637
12	11	78,251	82,557	84,707	86,859	91,946	91,163	96,248	95,463	97,613	100,552	99,772	104,853	109,163
13	12	80,775	85,217	87,437	89,659	94,910	94,102	99,351	98,544	100,768	103,796	102,988	108,239	112,680
14	13	83,299	87,881	90,174	92,459	97,876	97,045	102,456	101,623	103,918	107,041	106,208	111,618	116,203
15	14	N/A	N/A	N/A	95,265	100,842	99,983	105,562	104,704	107,066	110,282	109,425	115,003	119,722
16	15	N/A	N/A	N/A	98,066	103,809	102,926	108,668	107,782	110,209	113,526	112,645	118,385	123,247
16-A	15	N/A	N/A	N/A	99,537	105,366	104,470	110,298	109,399	111,863	115,229	114,335	120,161	125,096
16-B	15	N/A	N/A	N/A	101,029	106,947	106,038	111,952	111,040	113,540	116,957	116,050	121,964	126,972
16-C	15	N/A	N/A	N/A	109,086	108,158	114,192	114,192	113,260	115,812	119,297	118,371	124,402	129,512
16-D	15	N/A	N/A	N/A	110,598	109,672	115,705	114,773	117,325	120,811	120,739	125,916	131,024	

Longevity: \$2,540 after 19th, 22nd, 25th year of employment with BOCES

Appendix L. TEACHERS' SALARY SCHEDULE 2018-2019

College Prep	BA	BA+15	BA+30	MA	BA+45	MA+15	BA+60	BA	MA+30	BA+15	MA+45	MA+60		
Trade Shop	PR EXP	PRF EXM	INITIAL CT	PERM CT	MA+15	PERM+30	BA	MA+30	BA+15	MA+45	MA+60			
College Prep	1	2	3	4	5	6	7	8	9	10	11	12	13	
Trade Shop	A	B	C	D	E	F	G	H	I	J	K	L	M	
Step	Yrs Crdt													
1	0	50,991	53,793	55,195	56,597	59,914	59,399	62,714	62,207	63,610	65,520	65,014	68,324	71,128
2	1	53,536	56,487	57,954	59,428	62,910	62,373	65,851	65,316	66,789	68,799	68,264	71,742	74,690
3	2	56,086	59,171	60,716	62,259	65,904	65,343	68,986	68,425	69,972	72,073	71,511	75,157	78,243
4	3	58,637	61,864	63,475	65,087	68,902	68,313	72,122	71,538	73,146	75,350	74,762	78,571	81,801
5	4	61,186	64,551	66,235	67,915	71,896	71,281	75,263	74,648	76,331	78,624	78,012	81,990	85,356
6	5	63,737	67,244	68,991	70,749	74,893	74,255	78,396	77,758	79,512	81,902	81,265	85,406	88,914
7	6	66,285	69,931	71,755	73,574	77,883	77,223	81,529	80,869	82,696	85,176	84,513	88,823	92,467
8	7	68,836	72,623	74,519	76,409	80,882	80,193	84,667	83,977	85,872	88,455	87,767	92,239	96,027
9	8	71,385	75,310	77,273	79,236	83,876	83,162	87,803	87,091	89,053	91,730	91,013	95,655	99,578
10	9	73,933	78,003	80,035	82,068	86,876	86,136	90,938	90,200	92,234	95,007	94,267	99,070	103,143
11	10	76,482	80,690	82,793	84,897	89,869	89,102	94,073	93,312	95,417	98,279	97,514	102,489	106,693
12	11	79,034	83,383	85,554	87,728	92,865	92,075	97,210	96,418	98,589	101,558	100,770	105,902	110,255
13	12	81,583	86,069	88,311	90,556	95,859	95,043	100,345	99,529	101,776	104,834	104,018	109,321	113,807
14	13	84,132	88,760	91,076	93,384	98,855	98,015	103,481	102,639	104,957	108,111	107,270	112,734	117,365
15	14	N/A	N/A	N/A	96,218	101,850	100,983	106,618	105,751	108,137	111,385	110,519	116,153	120,919
16	15	N/A	N/A	N/A	99,047	104,847	103,955	109,755	108,860	111,311	114,661	113,771	119,569	124,479
16-A	15	N/A	N/A	N/A	100,532	106,420	105,515	111,401	110,493	112,982	116,381	115,478	121,363	126,347
16-B	15	N/A	N/A	N/A	102,039	108,016	107,098	113,072	112,150	114,675	118,127	117,211	123,184	128,242
16-C	15	N/A	N/A	N/A	110,177	109,240	115,334	114,393	116,970	120,490	119,555	125,646	130,807	
16-D	15	N/A	N/A	N/A	111,704	110,769	116,862	115,921	118,498	122,019	121,946	127,175	132,334	

Longevity: \$2,540 after 19th, 22nd, 25th year of employment with BOCES

Appendix M. TEACHERS' SALARY SCHEDULE REGULATIONS

A. For all new teachers employed, the District Superintendent will determine the amount of prior teaching experience and/or related work experience which will be granted to the teacher for salary purposes, based upon an evaluation and verification of the total years of teaching experience in other school systems and other related comparable experience. The maximum total prior service credit is ten (10) years. This may include:

1. Full credit up to a maximum of ten (10) years for teaching experience.
2. One-half credit up to a maximum of five (5) years for related work experience.
3. One-half credit up to a maximum of five (5) years for military service.

B. For all new teachers employed, the District Superintendent will determine prior education which will be granted to the teacher for salary purposes based upon evaluation of official transcripts and other verified pertinent records.

C. College-prepared personnel are placed on salary schedule according to college preparation, teaching, work experience related to the teaching field, and military service. The Columns on the salary schedule for college-prepared personnel are:

Column	BA	BA+15	BA+30	MA	BA+45	MA+15	BA+60	MA+30	MA+45	MA+60	
A	Bachelor's Degree										
B	Have completed 15 semester hours of approved study beyond the Bachelor's Degree										
D	Have completed a 5 th year of preparation, that is 30 semester hours of approved study beyond the BA										
E	Have completed a Master's Degree of approved study										
F	Have completed 15 hours of approved study beyond the 5 th year of preparation										
G	Have completed a master's Degree and 15 hours of approved study										
H	Have completed 30 semester hours of approved study beyond the 5 th year of preparation										
J	Have completed a Master's Degree and 30 semester hours of approved study										
L	Have completed a Master's Degree and 45 semester hours of approved study										
M	Have completed a Master's Degree and 60 semester hours of approved study										

D. Trade and Industrial teachers without earned degrees are placed on salary schedule according to education background, related trade experience and military service. The first eight (8) years of trade experience will be considered only for certification. Two years of practical experience will be equivalent to one year of college until the equivalent of four (4) years of college has been reached. The columns on the salary schedule for teachers of trade shop subjects are:

Column		
A	Practical Experience	First 8 years of trade experience
B	Proficiency Exam	First 8 years of trade experience plus passing State Occupational Proficiency Exam
C	Provisional Cert.	Provisional Certification in a trade shop subject
D	Permanent Cert.	Permanent Certification in a trade shop subject
F	Permanent + 15	Permanent Certification plus 15 approved semester hours of study
H	Permanent + 30	Permanent Certification plus 30 approved semester hours of study
I	BA Degree	Earned Bachelor's Degree
K	BA + 15	Earned Bachelor's Degree plus 15 approved semester hours of study
L	MA Degree	Earned Master's Degree

E. Graduate programs or courses taken at an accredited college or university will receive salary credits provided they meet any one to the following requirements, and provided that prior written approval is received from the District Superintendent or his/her designee. The Superintendent will not use his/her discretionary authority to disapprove any course required for an employee to complete his/her initial permanent certification.

1. Needed for certification in the teacher's tenure area
2. The proposed course provides for expanding and/or updating skills/knowledge in the teacher's tenure and assignment area he/she is serving in as a BOCES employee;
3. Course prescribed by supervisor to provide a needed strength in a teacher based on prior observations and evaluations; or
4. Courses needed by a trade shop teacher to complete requirements for a Bachelor's Degree (undergraduate) in his/her occupational teaching field, since a degree is not required for provisional or permanent certification;
5. A maximum of three (3) approved "in service credits" for advancement on the salary schedule will be allowed during a school year.

F. Upon completion of the necessary credits for advancement to the next higher scale on the schedule, teachers must file proof in the form of an official transcript with the District Superintendent. Transcripts for courses taken prior to September 1st must be on file in the Business Office by October 1st to receive salary credit for the first semester; transcripts for courses taken prior to February 1st must be on file in the Office of Human Resources by March 1st to receive salary credit for the second semester.

- G. Advancement on the salary schedule will not be automatic for any teacher who does not have in effect a valid provisional certificate or permanent certificate, or statement of continued eligibility, or has not taken the steps required by New York State Law and regulations toward maintaining or acquiring valid certification. This condition relative to certification of a teacher may be changed by agreement with the District Superintendent and Board.
- H. A teacher will be entitled to the annual increment if he/she has served with BOCES part or full-time at least one semester of the previous year, and has a provisional or permanent certificate or statement of continued eligibility or has taken the steps required by New York State Education Law toward acquiring or maintaining valid provisional or permanent certification.

Appendix N. Dental Plan Highlights

Eligibility	Primary enrollee, spouse and eligible dependent children to age 19 or to the end of the month in which dependent turns 23 or the end of the month of graduation, whichever is reached first, if dependent is full-time student
	\$25 per person / \$50 per family each calendar year
Deductibles	Deductibles waived for Diagnostic, Preventive (D & P), & Orthodontics?
	Yes
Maximums	Delta Dental PPO Dentist: \$1,500 per person each calendar year
	Delta Dental Premier Dentist: \$1,250 per person each calendar year
	Non-Delta Dental Dentist: \$1,000 per person each calendar year
D & P counts toward maximum?	Yes

Benefits and Covered Services*	Delta Dental PPO dentist**	Non-PPO dentists** (Delta Dental Premier & Non-Delta Dental Dentists)
	80 %	80 %
Diagnostic & Preventive Services Exams, cleanings, x-rays, sealants		
Basic Services Fillings	75 %	75 %
Endodontics (root canals)	75 %	75 %
Periodontics (gum treatment)	75 %	75 %
Oral Surgery	75 %	75 %
Major Services Crowns, inlays, onlays and cast restorations	75 %	75 %
Prosthetics Bridges and dentures	75 %	75 %
TMJ	50 %	50 %
Orthodontic Benefits adults and dependent children	75 %	75 %
Dependent Orthodontic Maximums	\$ 1,000 per person each calendar year	\$ 1,000 per person each calendar year
Adult Orthodontic Maximums	\$ 500 per person each calendar year	\$ 500 per person each calendar year

Limitations or waiting periods may apply for some benefits; some services may be excluded from your plan. Reimbursement is based on Delta Dental contract allowances and not necessarily each dentist's actual fees. ** Reimbursement is based on PPO contracted fees for PPO dentists, Premier contracted fees for Premier dentists and Premier contracted fees for non-Delta Dental dentists.

Delta Dental of New York
 One Delta Drive
 Mechanicsburg, PA 17055
Customer Service
 800-932-0783
Claims Address
 P.O. Box 2105
 Mechanicsburg, PA 17055-2105
deltadentalins.com

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