



2014-2015

Employee Handbook

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***See your Supervisor or Human Resources for a copy**

Updated: August 2014

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**DUTCHESS COUNTY
BOARD OF COOPERATIVE EDUCATIONAL SERVICES**

5 BOCES Road
Poughkeepsie, NY 12601

Voice: 845.486.4800

Fax: 845.486.4981

www.dcboces.org

BOCES Board of Trustees

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Michael Riehl, *Vice President*

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Deputy Superintendent

Sherre Wesley

Assistant Superintendent for Business Services

Norah Merritt

Executive Director of Human Resources

William Ball

Director of Educational Programs

The Dutchess County Board of Cooperative Education Services hereby advises students, parents, employees and the general public that it offers employment and educational opportunities without regard to sex, race, color, national origin or disability. Inquiries regarding this nondiscrimination policy may be directed to the following individuals. This official will provide information, including compliant procedures to any citizen, student or employee who feels that his or her rights under Title IX or Section 504 may have been violated by the BOCES or its officials.

EQUAL OPPORTUNITY EMPLOYER

The Dutchess County Board of Cooperative Educational Services does not discriminate on the basis of age, race, sex, creed, color, national origin, marital status or disability in educational programming, employment or activities that it offers. This nondiscriminatory policy includes the following areas: recruitment and appointment, pay and benefits, access by students to educational programs, course offering and activities.

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Statement of Non-Discrimination

Dutchess BOCES offers employment and educational opportunities without regard to race, color, national origin, sex, disability, or age and provides equal access to the Boy Scouts and other designated youth groups. Inquiries regarding this nondiscrimination policy may be directed to the following individuals. These officials will provide information, including complaint procedures to any citizen, student or employee who feels that his or her rights may have been violated by the BOCES or its officials.

Title IX

Linda A. Heitmann, *Deputy Superintendent*
Dutchess BOCES
5 BOCES Road
Poughkeepsie, NY 12601
Voice: 845.486.4800, ext 202
linda.heitmann@dcboces.org

Section 504 & DASA Coordinator

Norah Merritt, *Executive Director of Human Resources*
Dutchess BOCES
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norah.merritt@dcboces.org

Sexual Harassment – Students

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Sexual Harassment – Employees

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Poughkeepsie, NY 12601
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linda.heitmann@dcboces.org

Inquiries regarding discrimination on the bases listed above may also be made to the United States Department of Education, Office of Civil Rights, 32 Old Slip, 26th Floor, New York, NY 10005, (646) 428-3800, ocr.newyork@ed.gov.



HUMAN RESOURCES

Norah Merritt

Executive Director of Human Resources

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**ANNUAL
EMPLOYEE
RECOGNITION
AWARDS
PROGRAM
GUIDELINES**

Dutchess BOCES

ANNUAL EMPLOYEE RECOGNITION AWARDS PROGRAM GUIDELINES 2014-2015

PURPOSE

The Dutchess BOCES has established the *Employee Recognition Awards Program* to recognize exemplary performance of staff members that represents a level of service significantly over and above their specific job responsibilities.

ELIGIBILITY

In order to be eligible, the employee must have completed at least one year of service to Dutchess BOCES and be a member of one of the following groups on a full-time or part-time REGULAR basis:

1. Teachers (certificated teachers, adult education instructors, social workers, speech therapists, etc.)
2. Teaching Assistants, Teacher Aides, C.I.W., Interpreters, and RNs
3. All office/clerical including confidential/managerial
4. Support staff (maintenance, custodial, cafeteria, bus driver, learning technology, print shop, etc.)
5. Administrators (includes Groups A, B and C)

CRITERIA

Recognition for the award will be based on an individual's commitment in terms of performance, responsibility and accomplishment in fulfilling the requirements of the job description for the position held, and evidence of service above and beyond the normal expectations of the position held.

METHOD OF NOMINATION

Nominations for the recognition awards may be made by any regular full-time or part-time employee or may be made through self-nomination.

A statement summarizing each nominee's activity is to be submitted with the nomination form for that staff member. The statement should contain details about the way in which the nominee's service has been outstanding. Points to consider in the nomination are:

- Nature of services and places where it was performed
- Benefit of the service to the BOCES
- Initiative of new program or service
- And more!

The staff member's name is not to be mentioned in the nomination statement. However, the staff member's name, address, and telephone number, together with the name of the nominator must be written on the nomination form, which is on the reverse of the nomination statement.

The District Superintendent must receive nomination forms by the first Monday in May. Forms submitted after that date will not be considered, unless the District Superintendent has extended the deadline date. Announcement of the award will be made at the end-of-year staff meeting.

SELECTION

The Employee Recognition Committee also serves as the selection committee and shall consist of those individuals who have received the designation of "Employee of the Year." These individuals shall serve on this committee for a period of two consecutive years. There will also be two individuals who will serve as co-chairpersons. The co-chairpersons shall be appointed by the District Superintendent and shall include one representative from management and one representative from any employee group.

AWARD

1. Each employee receiving the "Employee Recognition Award" will receive a framed certificate of recognition signed by the President of the Board of Education and the District Superintendent.
2. A plaque, with a nameplate for each member of that group receiving the "Employee Recognition Award," will be established. This plaque will be placed in the employee's work site for the following school year. This shall be a permanent award and will "follow" the recipient each year.
3. A permanent plaque, with a nameplate for each recipient receiving the "Employee Recognition Award" will be established and placed in the main lobby of the Administration Building.

Revised: July 30, 2014

Dutchess **BOCES**

**ANNUAL EMPLOYEE RECOGNITION AWARDS PROGRAM
2014-2015 NOMINATION FORM**

NOMINEE'S NAME: _____

NOMINEE'S JOB ASSIGNMENT: _____

NOMINEE'S SCHOOL OR OFFICE: _____

NAME OF PERSON MAKING NOMINATION: _____

SCHOOL/OFFICE: _____

OFFICE TELEPHONE: _____

THIS FORM AND THE NOMINATION STATEMENT ON THE REVERSE MUST BE COMPLETED
AND RETURNED TO:

Dr. John C. Pennoyer
District Superintendent
Dutchess BOCES
5 BOCES Road
Poughkeepsie, NY 12601

BY: FRIDAY, MAY 1, 2015

Dutchess **BOCES**

ANNUAL EMPLOYEE RECOGNITION AWARDS PROGRAM

2014-2015 NOMINATION STATEMENT

PLEASE TYPE OR PRINT
(Do not include nominee's name in Nomination Statement)



HUMAN RESOURCES

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ANNUAL PROFESSIONAL PERFORMANCE REVIEW



HUMAN RESOURCES

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ANNUAL PROFESSIONAL PERFORMANCE REVIEW

http://www.dcboces.org/sites/default/files/dcboces/DUTCHESS_BOCES_APPR_APPR_2013_2014.pdf



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BARGAINING UNIT CONTRACT

AGREEMENT BETWEEN

**DUTCHESS COUNTY
BOARD OF COOPERATIVE EDUCATIONAL SERVICES**

and

**BOCES
ADMINISTRATIVE AND SUPERVISORY ASSOCIATION
OF DUTCHESS COUNTY**

July 1, 2011 - June 30, 2016

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ADMINISTRATOR'S AGREEMENT

ARTICLE I

PREAMBLE

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (The Public Employees Fair Employment Act, to encourage and increase effective and harmonious working relationships between the Board of Cooperative Educational Services of Dutchess County (hereinafter referred to as BOCES), and the BOCES ADMINISTRATIVE AND SUPERVISORY ASSOCIATION of Dutchess County (hereinafter referred to as ASA), this Agreement is made and entered into on this first day of July, 2007, by and between the BOCES and the ASA.

ARTICLE II

RECOGNITION

1. The BOCES has recognized the ASA as the exclusive bargaining agent for a negotiating unit defined as all those Dutchess County BOCES Administrative Personnel other than those excluded as managerial employees in the CSL, but excluding the District Superintendent of Schools, Deputy Superintendent(s), Associate Superintendent(s), Assistant Superintendent(s) and Directors.
2. Such recognition shall extend for the period allowed by the Civil Service Law.
3. In consideration of the recognition by the BOCES of the ASA as the sole and exclusive bargaining representative of the administrative personnel, the ASA does hereby affirm a policy that it does not assert the right to strike against the BOCES, nor will it assist in or participate in any strike, nor will it impose an obligation on its professional personnel to conduct, assist, or participate in a strike.
4. Prior Policy---This agreement supersedes any rules and regulations or practices of BOCES which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and considered part of the established policies of the BOCES.
5. Savings Clause---If any provision of this Agreement shall be found to be contrary to law, then all other provisions of this contract will continue in full force and effect.
6. Individual Freedom---The private, personal life of an administrator is not within the appropriate concern or attention of the BOCES or Board, except where it interferes with the administrator's responsibilities.

ARTICLE III

PRIVILEGES

1. The ASA shall be allowed to use all BOCES facilities, including but not limited to BOCES buildings, inter-office mail facilities, bulletin boards, photocopying equipment, audio-visual equipment, and telephones for local calls for ASA business. If such use results in additional costs to the BOCES, such additional cost shall be borne by ASA.
2. The BOCES shall deduct from the salary of each member of ASA, who so authorizes in writing, dues for membership in any professional organization so designated by said member, and shall promptly transmit such deductions to the authorized organization or association.
3. The BOCES shall duplicate and furnish copies of this Agreement to each member of the ASA not later than 60 days after the final agreement is executed by the parties hereto.

ARTICLE IV

LEAVES

1. *Personal Business Leave*---All regular full time administrators shall be allowed a maximum of five (5) personal days per year. No reason need be given for any personal day request. Unused personal days may be added to accumulated sick leave. The addition shall be without limit above the sick leave limit for accumulated personal leave days and the present limit of sick leave will continue.

Except in emergencies, the administrators taking leave hereunder shall give his/her immediate supervisor written notice of his/her intention to take such leave at least three (3) school days in advance of the day of such leave. Personal leave may not be taken either the workday immediately before or immediately after a holiday or recess period, except with the approval of the District Superintendent.

2. *Sick Leave*---All administrators regularly employed by BOCES shall be entitled to up to a maximum of eighteen (18) days sick leave per school year. Administrators may accumulate unused sick leave up to a maximum of two hundred ten (210) days. Annual sick leave accumulation shall be credited at the beginning of the school year. If the administrator leaves before the end of the school year and has used any unearned sick days, the sick days so used shall be deducted from his/her final pay.
 - a. Sick Leave---All unused sick leave from the 1986-87 school year shall be carried into the 1987-88 year as The Administrator Sick Bank. A maximum of 90 days may be

withdrawn. The bank will continue with additions from each year of the contract until the available days are depleted.

- b. For reasons of family illness, administrative employees may use a maximum of five (5) days of the employee's eighteen (18) annual sick leave allocation, in any one school year. In exceptional emergency cases, administrative employees who have used the maximum of five (5) family illness days may appeal in writing to the District Superintendent for a maximum of 10 additional family illness days from their annual sick leave allocation.
 - c. A policy guideline shall be set up by the Association and the BOCES to administer the use of this Sick Bank. The Committee to set up guidelines shall consist of two (2) association members and two (2) members representing BOCES. No administrator shall be precluded from participating in this Administrative Sick Bank.
3. Bereavement Leave--Each employee shall be entitled to up to five (5) days bereavement leave for deaths in the immediate family. As used in this section, "immediate family" shall mean spouses, parents, children, brothers, sisters, grandchildren and grandparents. Up to three (3) days bereavement leave may be used for mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law and daughter-in-law. Death notices may be required.
4. Professional Leave---The President or designee of the BOCES ASA shall be allowed up to four (4) days to attend to Association business subject to the approval of the District Superintendent.
5. Jury Duty---Any member of the ASA unit called for Jury Duty shall notify their Supervisor of this fact. A person who serves on Jury Duty during regular working hours shall receive the difference between jury pay and full pay and suffer no loss of accumulated sick time, personal leave, or business leave. Because of the unique character of the job, an administrator shall afford the District Superintendent an opportunity to seek deferral or cancellation of such jury duty.
6. Military Leave---Military leave will be given pursuant to the provisions of Section 242 of the Military Law.
7. Child Rearing Leave
 - a. Following the birth of a child or taking custody of a child through adoption and upon written application to the Superintendent, employees will be granted an unpaid leave of absence for the purpose of child rearing for up to a maximum of one (1) calendar year. The written application shall include the anticipated start and ending dates of the unpaid leave.

- b. If the employee utilized sick leave for the disabilities associated with childbirth, then the commencement of such leave will immediately follow the period of disability associated with childbirth.
- c. During the period of the leave of absence, seniority and benefits will not accrue.
- d. No unit member may be eligible for child care leave under this provision more than once every two (2) years.
- e. Nothing herein shall limit a unit member's rights under the Family and Medical Leave Act.

ARTICLE V

INSURANCE PROVISIONS

1. Health Insurance---Family health insurance premium payments shall be paid on an 85%, 15% sharing basis. The BOCES shall pay 85% of the premium of DEHIC Alternate PPO health insurance and 15% of the premium will be deducted from unit members salaries. Insurance coverage shall be provided for domestic partners to the same extent provided for any other member in any unit within the BOCES.

For unit members hired prior to ratification: Individual health insurance payments shall be paid on a 95%, 5% sharing basis. The BOCES shall pay 95% of the DEHIC Alternate PPO health insurance plan and 5% of the premium shall be deducted from unit members salaries.

For unit members hired on or after ratification: Individual health insurance payments shall be paid on a 90%, 10% sharing basis. The BOCES shall pay 90% of the DEHIC Alternate PPO health insurance plan and 10% of the premium shall be deducted from unit members salaries.

Effective January 1, 2002, BOCES shall be obliged to pay health insurance premiums for HMO's; however, the obligation to pay shall not exceed the BOCES dollar commitment (see sharing ratios in the first two paragraphs of Article V) for the individual or family plan under the DEHIC Alternate PPO health insurance premium. The employee will be responsible for the balance of such premium. No member of the unit, however, would be compelled to contribute at a greater level than that required of the teaching unit unless mutually agreed upon.

Regardless of title, retirees' health insurance coverage and premiums will be treated the same as the premium payments for covered staff. For unit members who retire on or after February 20, 2008, to be eligible for retiree health insurance, a unit member must have completed ten (10) consecutive years of full-time service as a BOCES employee immediately preceding retirement with BOCES, and the unit member must notify the

business office by no later than November 1st of the school year of retirement, unless there are unforeseen circumstances.

Administrators may surrender their right to participate in BOCES health insurance programs after participating in the program for 12 months if eligible for coverage by another source in exchange for a payment of \$1,700 for individual plans or \$2,500 for family plans.

Effective July 1, 2011, each active ASA member will contribute an additional pre-tax whole dollar amount of \$200.00 towards health insurance in each year of the 2011-2016 agreement.

Effective July 1, 2012, ASA members will be eligible to sign up for the health insurance buyout during the month of May subsequent to their hire date or any May thereafter. ASA members will qualify to sign up for the health insurance buyout in the month of May following their appointment. The buyout schedule is as follows:

<u>Number of members participating</u>	<u>Family or</u>	<u>Individual</u>
0-2	\$2500	\$1700
3-4	\$3000	\$2000
5 or above	\$4000	\$2200

2. Dental Plan---A dental plan shall be provided at the rate of \$335.00 per annum or at the rate of the teachers' unit, whichever is greater. The dental plan will be the plan provided to other professional BOCES employees. There will be a prohibition against duplicate coverage.
3. Medical Examination---Members of the ASA who are required by their physicians to undergo medical testing not covered by BOCES health insurance plans shall have any such requirement compensated by the BOCES in an amount not to exceed \$200 in any two year period. Results of such medical testing shall be provided to the District Superintendent within 30 days.
4. Life Insurance---Life insurance shall be provided for each employee represented by the ASA in the amount of \$100,000 coverage per person.

ARTICLE VI

VACATION

1. Twelve (12) month administrators and related persons shall receive twenty (20) days of vacation annually.

Administrators shall receive one (1) additional day of vacation annually for each of the four (4) years following the first year of employment to a maximum of 24 days subsequent to the first year.

2. Each of these persons shall be allowed to accumulate up to eight (8) vacation days per year to a maximum of forty (40) days. The District Superintendent is authorized to allow transfer of more than that amount in unusual circumstances.

Upon being awarded tenure, members may accumulate up to ten (10) vacations days per year to a maximum of forty (40) days. The accumulation of up to ten (10) vacation days per year to a maximum of forty (40) days shall occur for unit employees completing three years of administrative service with the BOCES and after such three years, receiving a satisfactory comprehensive performance evaluation. This is equally available for members who receive tenure, are civil service or employees not eligible for tenure.

Upon leaving Dutchess County BOCES employment, that person would receive salary for as many such days as accumulated up to forty (40), plus unused vacation days for that year (July-June), at the salary rate being earned at the time of leaving.

3. The timing of vacations will be authorized by the District Superintendent.
4. Effective July 1, 2012, upon being awarded tenure, on an annual basis, members may be paid up to five (5) unused vacation days at their current salary rate. Declaration of intent to cash in vacation days must be made between January 1 and May 31 prior to the fiscal year in which payment is to be made. This is equally available for members who receive tenure, are civil service or employees not eligible for tenure. A request to be paid for vacation days must be delivered to the Director of Human Resources no later than May 31st of each year. A complete list of members requesting accumulated days will be provided to the unit president and the Business Office as close to June 5th as possible each year.

ARTICLE VII

CREATION OF NEW POSITIONS

1. If during the term of this Agreement, the BOCES creates any new administrative or supervisory positions, the terms and conditions of employment of persons to fill such positions shall be governed by this Agreement.
2. All new and vacant positions shall be posted and administrators within BOCES will have twelve (12) days to apply for such positions.

3. It is agreed that the creation of new positions and/or assignment of new titles, such as Principal in place of lead building administrators, are in the purview of the BOCES Board and the District Superintendent.

ARTICLE VIII

HOLIDAYS

Full time professional personnel will be entitled to fourteen (14) holidays per year. The District Superintendent will establish the holiday schedule for the school year prior to July 1. Standard holidays to be included are: Christmas, New Year's Day, Thanksgiving and the Friday following Thanksgiving, Good Friday, President's Day, Memorial Day, Independence Day, Columbus Day, Veteran's Day and Labor Day, plus three (3) others to be determined each year by the District Superintendent.

ARTICLE IX

EVALUATIONS

Administrators under contract shall receive an annual written evaluation from their immediate supervisors. Before any evaluation is placed in the administrator's personnel file, a conference shall be held to discuss the evaluation and the administrator will be entitled to submit a written reply and comment on any evaluation.

ARTICLE X

SALARIES

1. Salaries shall be increased within the unit as follows:

Effective July 1, 2011:	1%
Effective July 1, 2012:	1%
Effective July 1, 2013:	1.25%
Effective July 1, 2014:	1.5%
Effective July 1, 2015:	2%

To be eligible for the salary Increases, individuals included in the above Groups must have been appointed to their positions prior to February 1.

- (a) Payment of \$4,000 shall be applied to the salary of each unit member receiving tenure or, for civil service employees, upon such a unit employee completing three years of administrative service with the BOCES and after such three years, receiving a

satisfactory comprehensive performance evaluation. If the member receives tenure, or for civil service employees, completes the three years with the satisfactory evaluation the payment shall be prorated to the anniversary date.

(b) The parties agree that the effective date of payment for the longevities shall occur as follows:

(I) If the tenth (10th) or fifteenth (15th) year of an eligible employee's anniversary falls between July 1 and January 31, (inclusive) the payment shall be retroactive to July 1 of that year.

(ii) If the tenth (10th) or fifteenth (15th) year of an eligible employee's anniversary falls between February 1 and June 30, the payment shall become effective July 1 of the next school year.

(iii) Effective July 1, 2012, all full time and continuous years of service with the BOCES will count toward longevity calculations, regardless of position title.

(iv) There shall be no prorations of longevity.

After 10 years - \$2,500

After 15 years - \$2,500

2. Administrators who are retiring from the BOCES, at no less than the New York State Retirement System minimum age, effective 7/1/2007 shall be compensated for their unused sick days as follows:

0 to 95 days accumulation -0- no pay out

96 to 125 days accumulation \$65 per day = \$1,950

126 to 210 days accumulation \$85 per day = \$7,225

For administrators who retire with 180 days accumulated, they will receive an additional \$2,500.00.

4. A stipend of \$5,000 shall be paid annually to the three (3) lead building administrators who act as school principals. The three (3) buildings are: Technical Education Center, Special Education Building and BETA.

ARTICLE XI

The non elective 403-b plan currently in existence shall be continued.

ARTICLE XII

MISCELLANEOUS

1. The ASA shall receive copies of the agenda and Board minutes.
2. Negotiations for subsequent agreements will commence on or about March of the last year of the Agreement.
3. Professional personnel will be reimbursed at the IRS mileage rate that is in effect on July 1st each year for all travel between BOCES and conferences or other school business. In the interest of economy, professional personnel shall make every effort to utilize school transportation whenever available.
4. Annual salary notices shall be issued by June 30 of each year.
5. Personnel File---The BOCES shall maintain one official file for each ASA member. Written comment, which is directed, to the District Superintendent or the BOCES regarding any administrator shall be promptly called to the administrator's attention and the administrator shall be afforded an opportunity to reply to same.

No material shall be placed in the administrator's file without the administrator being given an opportunity to review the material prior to placement in the file and without the appropriate opportunity to submit a rebuttal. Administrators shall have the right, upon request, to review and to make copies of their personnel file. Such review shall take place at an agreed upon time during business hours and the administrator shall have the right to be accompanied by a union representative. Confidential references and communications received in connection with the initial employment shall not be made available to the administrator for inspection. Material which both the Administration and the Unit Member agree to be unjustified or inaccurate will be removed or modified. Anonymous material may not be placed in a Unit Member's personnel file. There shall be no release of material contained in a Unit Member's personnel file to outside agencies, unless required by law.

6. Summer Work Assignments---The BOCES reserves the right, on appropriate application, to approve summer work assignments for visitation to other school districts or educational institutions or other programs approved by the District Superintendent. In the event that the Board approved such programs as recommended by the District Superintendent, BOCES will bear the previously approved expenses and regular salary of the Administrator.
7. Educational Funds---An educational fund be created to allow administrators access to professional organizations for research and development purposes as part of their BOCES functions. The fund shall not exceed \$1,000 annually for the Unit, and shall come into effect on July 1, 1984.

8. Legal Counsel---The BOCES shall provide legal counsel to defend any member of the ASA unit in any action or proceeding, whether judicial, quasi-judicial, or administrative, arising out of disciplinary action taken against a teacher, student or subordinate or any such proceeding resulting from the administrator's performance or discharge of his/her duties or acts occurring within the scope of that administrator's employment; provided, however, that the BOCES shall not be required to comply with this requirement herein unless the Administrator shall within ten (10) days of the time the Administrator is served with any summons, complaint, process, notice, citation, demand or pleading, deliver the original or copy of the same to the BOCES or the District Superintendent.
9. Tuition Cost---BOCES shall provide for 75% of the tuition cost for graduate courses completed by members of the ASA. All courses must have the prior approval of the District Superintendent, and must be directly related to the BOCES employment of the Administrator. The request for approval must specify the estimated cost of the course for which the unit member will be seeking reimbursement. Only tenured administrators shall be eligible to receive this benefit, with the exception of non-tenured unit members currently receiving the benefit. Payment shall remain as in practice. A unit member must pay back any tuition reimbursement if he/she fails to complete two (2) years of service with BOCES after completion of the degree.
10. Principal Evaluation - Observation--- Pursuant to Section 3012-c of the New York State education law, the APPR must be resolved in all collective bargaining agreements applicable to principals entered into after July 1, 2010. The Annual Professional Performance Review (APPR) language as so negotiated will be, upon completion, attached to and part of the contract as a Memorandum of Agreement (MOA). This attachment will not cause a re-opening of negotiations about any other part of the contract.

ARTICLE XIII

GRIEVANCE PROCEDURE

A grievance shall mean any complaint by any employee or group of employees covered by the contract based on an alleged violation or misinterpretation in inequitable application of any of the terms and conditions of this contract.

No grievances will be entertained as described below unless filed at the first step within eleven (11) school days after the occurrence of the act or conditions on which the grievance is based.

STEP ONE

All grievances must be filed with the employee's Program Director. All Step One grievances must be signed by the person filing the grievance and the President or his/her designee of the ASA. A hearing shall be granted within seven (7) school days after the date the grievance was

filed. Any administrator shall have Association representation at any step. A copy of the decision made by the Program Director shall be forwarded to the person filing the grievance and to the Association within seven (7) school days of the hearing.

STEP TWO

In the event that a grievant is not satisfied with the resolution of the grievance at the first step, he/she may appeal within seven (7) school days of receipt of the resolution to the District Superintendent. The District Superintendent or his/her designee shall grant a hearing on the appeal within seven (7) school days of his receipt of the appeal. Any administrator may have Association representation. Following the hearing, the District Superintendent or his/her designee shall have seven (7) school days to act upon the grievance. The disposition of the grievance shall be in writing and copies shall be submitted to the grievant, the Association and BOCES.

STEP THREE

Appeals from the decision by the District Superintendent or his/her designee in Step Two shall be filed in writing with the Board of Cooperative Educational Services within seven (7) days of its receipt by the grievant. It shall be filed with the Clerk of the Board. The BOCES or its designated subcommittee will hear the grievance within (15) school days of its receipt. The grievant, a representative of the Association, and other parties designated by the District Superintendent as necessary to the matter shall be present at the hearing. Within seven (7) school days after the hearing, the BOCES shall tender its decision and findings. Copies of this decision shall be submitted to all persons involved at previous steps.

ALTERNATIVE PROCEDURE TO STEP THREE

If the BOCES and the ASA by mutual agreement so state, the Association may, within ten (10) school days of receipt of the decision of the District Superintendent or his/her designee at Step Two, submit the grievance to advisory arbitration by sending a written request to the American Arbitration Association and submitting a copy of such request to the BOCES.

STEP FOUR

Any grievance that has not been resolved at Step Three of this procedure or at Step Two, if an alternate procedure is agreed to, may be submitted to advisory arbitration by the BOCES or the Association, but not by an individual or group of employees.

All demands for advisory arbitration shall be filed pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association within ten (10) working days of the Second Step or BOCES' decision, if the alternate procedure has been agreed to. Copies of the demand for advisory arbitration shall be forwarded to the opposing party. All demands for advisory

arbitration shall be filed with Herbert Haber, Rodney Dennis, or Martin Scheinman in order of availability. The advisory arbitrator shall immediately schedule a hearing. In the event these advisory arbitrators are unable to serve, then the following rules shall apply: The Board and the Association, or a duly authorized representative of each, will together select the advisory arbitrator from the lists submitted by the American Arbitration Association, within the time designated by that Association. The decision of the advisory arbitrator shall be advisory only. The costs of any advisory arbitrator shall be divided equally between the BOCES and the Association.

Failure of any party to participate, at any Step, shall not delay the disposition of any grievance.

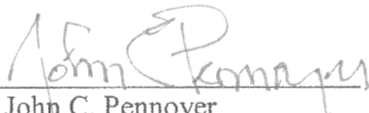
ARTICLE XIV

LEGISLATIVE AUTHORITY

It is agreed by and between the parties that any provisions of the Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds thereof, shall not become effective until the appropriate legislative body has given approval.

The Dutchess County Board of Cooperative Educational Services and the BOCES Administrative and Supervisory Association of Dutchess County have ratified the above Agreement and such ratification is verified by the signatures appearing below.

**THE DUTCHESS COUNTY BOARD OF
COOPERATIVE EDUCATIONAL
SERVICES**

By: 
John C. Pennoyer
District Superintendent

**THE BOCES ADMINISTRATIVE AND
SUPERVISORY ASSOCIATION
OF DUTCHESS COUNTY**

By: 
Douglas A. Damiani
President

***AGREEMENT BETWEEN
THE DUTCHESS COUNTY BOARD OF
COOPERATIVE EDUCATIONAL SERVICES***

AND

***THE DUTCHESS COUNTY BOARD OF
COOPERATIVE EDUCATIONAL SERVICES
ADULT EDUCATION INSTRUCTORS ASSOCIATION***

JULY 1, 2010 - JUNE 30, 2014

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PREAMBLE

This document is an agreement between the Dutchess County Board of Cooperative Educational Services, hereinafter referred to as the BOCES, and Dutchess County Board of Cooperative Educational Services Adult Education Instructors Association, hereinafter referred to as the Association, over the terms and conditions of employment of the members of the negotiating unit defined in Article 1.

The BOCES and the Association agree that the primary function of the BOCES and its professional staff is to assure each student attending the BOCES classes the highest level of educational opportunity. The BOCES and the Association agree to take the necessary steps to achieve that function and agree that the BOCES educational program includes consideration of the quality and morale of the staff.

ARTICLE I - REQUISITES

A. RECOGNITION

1. The Dutchess County Board of Cooperative Educational Services has recognized the Dutchess County Board of Cooperative Educational Services Adult Education Instructors Association, hereinafter referred to as the Association, as the exclusive bargaining agent for the negotiating unit defined as "Lead Teacher Certified Nursing Assistant Training, Teacher GED/ESL, Teacher GED, Case Counselor, Case Counselor/Placement, Program Assistant/Teacher, Teacher Office Practice, Adult Ed Instructor/Work Experience, ESL Lead Teacher, Case Manager-Dream Weavers, Employment and Training Specialist, Instructor of Warehouse/Physical Distribution, Lead Teacher, Instructor of Computer Network Technology, Instructor of Computer Software Technology, Instruction of Computer Technology, Certified Nursing Assistant Instructor, Case Manager-Transition Program excludes all supervisory personnel, interns and coordinators, and per diem personnel."

B. PERIOD OF UNCHALLENGED REPRESENTATION STATUS

1. The BOCES shall negotiate only with the Association on matters properly subject to collective bargaining for that time which the Association represents the unit members. Such recognition shall be continuous unless challenged.

C. LEGISLATIVE APPROVAL

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

D. PRIOR POLICY

1. This agreement shall supersede any rules or regulations or practices of BOCES which shall be contrary to or inconsistent with its terms. The provisions of this agreement shall be incorporated into and considered part of the established policies of the BOCES.

E. SAVING CLAUSE

1. If any provision of this agreement shall be found to be contrary to law all other provisions of this contract will continue in full force and effect.

F. COPIES OF THE CONTRACT

BOCES shall provide copies of this agreement to all members of the unit and copies to the Association.

G. DEFINITIONS

1. Administrator shall be interpreted to be any person holding supervisory authority.

2. Immediate Supervisor shall be that administrator designated by the administration to whom the unit members are directly responsible for the particular assignment. Unit members shall be advised of their immediate supervisor.

H. NEGOTIATION MEETINGS

1. In the event that the BOCES requests that negotiations be held during regularly scheduled class hours, persons required to be present at such negotiations as part of the Association's negotiating team shall suffer no loss of pay by attendance at such negotiations.

I. BOARD AGENDA AND MEETING MINUTES

1. Copies of the Board agenda and meeting minutes shall be provided to the President of the Association.

J. VOLUNTARY TRANSFERS

1. Unit members employed by BOCES shall be given an opportunity to apply for other employment opportunities available in BOCES when BOCES determines that a vacancy exists. The District Superintendent shall publish and post a list of employment opportunities and make that list available in the central office of the administration. At

the same time, copies of that list shall be forwarded to the unit members through their duly recognized representative.

2. No later than ten (10) calendar days after posting, unit members may file applications for reassignment or transfer to positions posted.

3. The BOCES shall consider requests for reassignment or transfer before new assignments of new unit members are made. However, when the needs of the education system dictate otherwise, such new assignments may be made.

4. Unit members who desire a change in area and/or position or who desire to be transferred to another school building shall file a written statement of such desire with their immediate supervisor. Copies of such application shall be filed with the next highest person in the administration and with the District Superintendent. Such application shall be made no later than May 10. Applications shall include a specific description of the change desired by the unit member.

5. The BOCES shall post and send to the Association President a list showing the names and specific area assignments of all persons who have been reassigned or transferred within seven (7) calendar days of said reassignment or transfer.

6. In the determination of requests for voluntary assignments or transfers, the convenience and wishes of individual unit members will be honored to the extent that they do not conflict with the instructional requirements and the best interests of the school system. If more than one (1) 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 BOCES system shall usually control.

7. Vacancies that occur during the summer will be communicated to the Association by the BOCES. Posting timelines included in the Voluntary Transfer section shall be subject to the posting timelines detailed in the Employment Opportunities within the BOCES section for the period August 1 to opening day.

8. All voluntary transfers shall be pursuant to a signed written agreement setting forth the position, salary and other terms and conditions of employment.

K. INVOLUNTARY TRANSFER

1. Notice of an involuntary transfer or reassignment shall be given to unit members as soon as practical, and where possible, not later than ten (10) calendar days before such transfer.

2. When involuntary transfer or reassignment is necessary, a unit member's area of competence, major and/or minor field of study, quality of performance, experience 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.

3. An involuntary transfer or reassignment will be made only after a meeting between the unit member involved and the District Superintendent, or his designee, at which time the unit member will be notified of the reasons therefore.

4. Unit members who are involuntarily transferred within the BOCES system will not suffer any loss of salary, step or other right/protection provided by law.

5. In arranging schedules for unit members who are assigned to more than one location, an effort shall be made to limit the amount of inter-location travel. Such unit member shall be notified of any change in their schedules as soon as possible.

L. EMPLOYMENT OPPORTUNITIES WITHIN THE BOCES

1. The BOCES shall post notices in each BOCES center of all openings in the Adult Education Instructors Unit. The BOCES shall provide the Association President with two (2) copies of the notices of all vacancies for positions within the BFA, Support Staff Association and Adult Education Instructors Unit so that unit members outside the BOCES centers may be informed of the openings. Unit members shall be allowed up to ten (10) calendar days to apply for any posted openings. Applications shall be made in writing to the District Superintendent, or his designee, within the time limits specified in the notice. Vacancies will be filled on the basis of qualifications for the vacant post.

In the event that vacancies occur during the summer vacation, a notice shall be forwarded to the Association for dissemination to its members, and unit members shall be allowed reasonable time to apply for any posted openings, not less than ten (10) calendar days.

2. The job title, location, and minimum professional requirements shall be included with all notices of openings in professional positions.

3. The posting timelines requirements in this article and the Transfer Article are eliminated during the period August 1 through opening day of each year. All applications for transfers received prior to August 1 shall be considered.

4. A locked bulletin board in a visible accessible location containing current postings and employment opportunities will be placed in the ALI building.

M. SENIORITY

1. When unit members within the same seniority area are appointed by the BOCES Board on different Board meeting dates, with the same effective dates of employment, the earliest date of action by the BOCES Board will govern the placement of these unit members on a seniority list.

2. When unit members within the same seniority area are appointed by the BOCES Board on the same date, with the same effective date of employment, with separate resolutions of appointment, the order of the resolutions will govern the placement of these unit members on a seniority list.

3. When unit members within the same seniority area are appointed by the BOCES Board on the same date, with the same effective date of employment, with a group resolution of appointment, the order of listing within the resolution will govern the placement of these unit members on a seniority list.

4. This agreement supersedes any previous agreements, understandings and past practices and constitutes the full understanding of both parties.

N. UNIT MEMBER FILES

1. No material other than that of a routine financial nature or that used in the hiring process shall be placed in the file unless the unit member has had an opportunity to read the material. In any case of inspection by a member of the bargaining unit, an administrator or an administrator's designee shall be present.

2. The unit members shall have a reasonable opportunity to acknowledge that they have read such material by affixing their signatures on the actual copy to be filed with the understanding that such signatures merely signifies that they have read the material to be filed. Such signatures do not necessarily indicate agreement with its content. The unit members shall have the opportunity to make a written statement to be permanently attached thereto in response to any material placed in their file.

3. Upon request, unit members will be given access to their files within a reasonable period of time, but not later than three (3) work days after the request. No unit member shall be shown confidential recommendations received from sources outside of the school at the time of appointment.

4. A unit member may copy any material found in his/her file.

5. The file will contain a record of the unit members completion of any class required to obtain or retain Adult Education teaching certification provided that said record was previously provided to the BOCES or where the BOCES provided said class.

O. HANDBOOK AND ESSENTIAL FORMS

1. A handbook shall be distributed to all unit members prior to the members beginning work. Updates to the handbook will be provided to each member as issued. Essential forms (personal leave, conference leave, dental forms, etc.) shall continue to be made available at ALI and any successor locations.

P. USE OF SCHOOL FACILITIES

1. There shall be one bulletin board in each school building which shall be placed in the Staff and Faculty Room or some other convenient location selected by the Administration for the use of professional personnel. All postings on the bulletin board must be pre-approved by Administration.
2. The Association shall have the right to schedule Association meetings before report-in time or after work hours with prior notice to the BOCES.
3. The Association shall have the use of school buildings without cost at reasonable times of any day or evening for its meeting or other business provided that its use will not conflict with other events and provided further, that the Association obtains approval for such use prior to its occurrence.
4. The Association may also use BOCES office equipment provided that prior approval has been granted on due notice.
5. The Association shall have the use of school mailboxes for communications with its members until a court or agency with jurisdiction rules otherwise.

Q. REIMBURSEMENT FOR USE OF AUTOMOBILE

1. The travel of the unit member from the unit member's home to the first place of employment daily shall be the obligation of the unit member. Travel of the unit member from the first place of employment to any other location during the school day shall be compensated at the IRS mileage deduction rates. Evening travel and weekend travel shall be compensated at the IRS mileage deduction rates computed from either the BOCES center or the home of the unit member, whichever is less, provided such time is outside the unit member's scheduled assignment. Reimbursement for authorized use of unit member's automobile to perform assigned school duties shall be made at the IRS mileage deduction rate. All claims for travel reimbursement shall be submitted on forms provided by the Board.

R. DUES DEDUCTION

1. The BOCES agrees to deduct dues from the salaries of unit members' for the Adult Education Instructors Association and affiliated organizations. Said unit member, individually and voluntarily, will authorize the BOCES, in writing, to deduct any or all of such Association's dues and to transmit the monies promptly to the Association.
2. The Association will certify to the District Superintendent or designee, in writing, the current rate of its membership dues. Any change in rate of membership dues will be given to the BOCES thirty (30) calendar days prior to the effective date of such change.
3. Deductions will be made in as nearly equal monthly installments as is practicable during the work year. The BOCES will not be required to honor authorizations for any

cancellations or new deductions that are delivered to it later than fifteen (15) calendar days prior to the distribution of the payroll affected by such change. However, said deductions will be fully retroactive to the pay period within which the authorization was submitted.

4. No later than November 1st of each year, the BOCES will provide the Association with a list of those employees from whom dues are being deducted. The BOCES will notify the Association monthly of any changes in said list.
5. The BOCES will make continuous deductions as long as the unit member is employed in this BOCES. Any changes involving a new school year must be submitted, in writing, no later than fifteen (15) calendar days prior to the first payroll in September.
6. The BOCES in no event will be liable for the payment of any dues for any unit member under this Article.
7. The BOCES shall deduct from the salaries of those members of the bargaining unit, who are not members of the Association, a service fee (agency fee) equivalent to the total amount of annual per capita dues paid by the members of the Association.
8. The agency fee shall be deducted in the same manner as payroll deduction of dues and transmitted promptly to the Association, unless the non-member has paid the total agency fee directly to the Association by the last work day in September.
9. Any bargaining unit member subject to the agency fee charge who is employed for less than a full school year, shall pay a service fee equivalent to the pro rata portion of the total annual per capita dues paid by members of the Association.
10. The Association hereby agrees that it will at all times hereafter indemnify and save harmless the BOCES against any liability, loss, damage, cost or expense which it may incur or sustain by reason of any action, suit or proceeding which may be brought against the BOCES by any other person, firm or corporation that may have been or may be claimed to have been damaged or injured in any way by reason of the foregoing agency fee provision of this Contract. It is further agreed that in the event any action, suit or proceeding is brought against the BOCES or any officer or employee for any liability arising out of the aforesaid agency fee provision, said BOCES or BOCES officer or employee shall at once give notice in writing to the Association by mail, addressed to the President of the Association. Upon the giving of such notice, the Association, at its own expense, shall defend any such action, suit or proceeding and take all such steps as may be necessary or proper therein to prevent the obtaining of a judgment against the BOCES or its officer or employee and in the event that any such judgment is obtained by the BOCES prior to the making of any demand upon the BOCES for payment, will pay such judgment in its entirety.

S. ORIENTATION DAY

1. The President of the Association or representative may meet with the District Superintendent or designee during August of each year to discuss arrangements for orientation day, if such day is scheduled.

T. ADMINISTRATIVE - ASSOCIATION LIAISON COMMITTEE

1. A committee composed of Association representatives shall meet with the individual Division Director or designee and other administrators as selected by the Division Director or designee, as needed, for the purpose of discussing problems of mutual interest. The time and place of meetings shall be the decision of each committee and shall be set by mutual consent.

U. DISTRICT SUPERINTENDENT'S LIAISON COMMITTEE

1. There will be at least two (2) meetings a year of the District Superintendent or designees with the executive committee of the Association. The Association will request a meeting at least two (2) weeks in advance and an agenda will be provided one (1) week in advance. Both parties may mutually agree to hold additional meetings.

V. PAYROLL CHECKS

1. All persons on a ten month salary schedule will have the option of being paid by the BOCES in either:
 - (i) 22 equal bi-weekly installments or,
 - (ii) 21 equal bi-weekly installments, each equal to 1/26th of the members annual salary and a 22nd bi-weekly installment equal to 5/26th of the members annual salary to be paid on the last pay day in June.
2. In the event that a unit member has been granted permission to leave before the final pay day, the remaining salary due will be paid upon request at the time of departure, where this is possible.

W. DISCIPLINE

1. A teacher/instructor may send a student from class to the immediate supervisor or counselor when the gravity of the offense, the persistence of the misbehavior or the disruptiveness of the violation makes continued presence of the student in the classroom intolerable. In such cases, teachers/instructors will furnish the supervisor or counselor as promptly as their teaching obligations will allow the full particulars of the situation. The administrator shall take appropriate steps to insure that the student's subsequent return to the class is conditioned upon recognition that further classroom disruption may involve further exclusion from the class. BOCES shall give all reasonable support and

assistance to the teacher/instructor with respect to the maintenance of control and discipline in the classroom.

2. Suspension of students from school may be imposed only by the District Superintendent or his duly designated representative.
3. Any case of assault upon unit members in the performance of their duties shall be promptly reported to the District Superintendent through the unit member's immediate supervisor and the District Superintendent shall respond to the unit member with regard to any such report.

X. FLEXIBLE BENEFIT PLAN

1. A flexible benefit plan shall be available to the extent available to other BOCES employees.

Y. CALENDAR VARIATIONS

1. All ten month employees shall follow the standard BOCES calendar for instruction employees. All twelve month employees shall follow the standard BOCES calendar for non-instructional employees. In the event an employee is required to work on a day other than the standard BOCES calendar for the applicable group, he/she shall receive an additional day(s) off which must be used in the fiscal year earned.
2. It is the intention of BOCES that unit members will work the same number of days. However, this shall not apply when members have different work years (10 mo. v. 12 mo.) or between 12 month instructors and 12 month clerical/administrative staff.
3. The Association may submit to the BOCES its suggestions concerning the school calendar. The District Superintendent shall consider such suggestions in finalizing the calendar.

Z. SUBSTITUTES

1. In case of absence, the teacher/instructor shall notify their immediate supervisor. If BOCES determines that a substitute is necessary, the immediate supervisor of the absent teacher/instructor will use his/her best efforts to secure the substitute.

AA. ADULT EDUCATION

1. Where Adult Education courses are to be opened, whenever possible, all things being relatively equal, preference shall be given to a unit member before outside personnel are selected.

AB. EVENING MEETINGS

1. Unit members shall not be required to attend more than one (1) evening meeting each term for open house.
2. Attendance at any other evening meetings, shall be at the option of the individual unit member, except that new personnel may be required to attend additional orientation sessions.

AC. STAFF FACILITIES

BOCES shall make a good faith effort to secure the changes sought in complaints by unit members relative to staff facilities when it determines that such complaints are meritorious. Such efforts shall not be subject to the grievance procedure.

ARTICLE II - GRIEVANCE PROCEDURE

A grievance shall mean any written complaint by any unit member or group of unit members covered by the contract based on an alleged violation, misinterpretation or inequitable application of any of the terms and conditions of this contract. Discipline of unit members shall not be subject to the grievance procedure and shall be administered in accordance with Article VIII, Section D.

No grievance will be entertained as described below unless filed at the first step within ten (10) business days after the occurrence of the act or conditions on which the grievance is based.

A failure to answer a grievance within the designated time period shall be deemed an automatic denial and the time to appeal such decision shall commence from the last date the answer was due.

Any unit member shall have Association representation at any step of the grievance procedure.

A. STEP ONE

1. All grievances must be filed with the unit member's Supervisor and Division Director. All Step One grievances must be signed by the person filing the grievance and the President or the designee of the Association.
2. A decision shall be rendered within ten (10) business days after the date the grievance was filed. A copy of the decision made by the Division Director shall be forwarded to the person filing the grievance and to the Association within ten (10) business days.

B. STEP TWO

1. In the event that a grievant is not satisfied with the resolution of the grievance at the first step, the grievant may appeal within ten (10) business days of receipt of the resolution to the District Superintendent.
2. The District Superintendent or designee shall render his/her decision on the appeal within ten (10) business days of the receipt of the appeal. The disposition of the grievance shall be in writing and copies shall be submitted to the grievant and the Association.

C. STEP THREE

1. Appeals from the decision by the District Superintendent or designee in Step Two shall be filed in writing with the Board of Cooperative Educational Services within ten (10) business days of its receipt by the grievant. It shall be filed with the Clerk of the Board. Within ten (10) business days after receipt of the appeal, the BOCES shall render its decision and finding. Copies of this decision shall be submitted to all persons involved at previous steps.

D. ARBITRATION

1. Any grievance that has not been resolved in Step Three of this procedure may be submitted to arbitration by the BOCES or the Association, but not by an individual or group of unit members.
2. All demands for arbitration shall be filed pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association within ten (10) business days of the Step Three decision. Copies of the demands for arbitration shall be forwarded to the opposing party. All demands for arbitration shall be filed with:
 - a. Dennis Campagna
 - b. Susan MacKenzie
 - c. Martin Scheinman
 - d. Jeffrey Selchick
 - e. Thomas N. Rinaldo

In order of availability, the arbitrator shall immediately schedule a hearing. In the event these arbitrators are unable to serve, the following rules shall apply: the Board and the Association, or a duly authorized representative of each, will together select the Arbitrator from the lists submitted by the American Arbitration Association, within the time designated by that Association. The decision of the Arbitrator shall be final and binding.

3. The cost of any arbitration shall be divided equally between the BOCES and the Association.
4. Failure of any party to participate, at any step, shall not delay the disposition of any grievance.

ARTICLE III - WORKER'S COMPENSATION

- A. A unit member adjudged entitled to worker's compensation benefits shall return to BOCES amounts awarded for lost wages to the extent of contractual sick leave taken for that injury/illness. Upon receipt of said assignment the BOCES shall re-credit the unit member an equivalent amount of contractual sick leave to his/her accumulation. Unit members shall be entitled to fully retain any scheduled awards received and benefits for lost wages for any period during which sick leave was not used.
- B. Unit members being compensated pursuant to the sick leave bank shall not be eligible to retain worker's compensation benefits as set forth in Article IV(A) until they have exhausted their rights to the bank.

ARTICLE IV - SICK LEAVE BANK

- A. Unit members shall be eligible to continue their participation in the BOCES Support Staff Association Sick Leave Bank on the same terms and conditions as members of the Support Staff Association.

ARTICLE V - INSURANCE

A. HEALTH INSURANCE

- 1. Family health insurance premium payments shall be paid on an 85% 15% sharing basis. The BOCES shall pay 85% of the premium of alternate DEHIC PPO health insurance and 15% of the premium will be deducted from unit members salaries.

Individual health insurance premium payments shall be paid on a 95% 5% sharing basis. The BOCES shall pay 95% of the premium of alternate DEHIC PPO health insurance and 5% of the premium will be deducted from unit members salaries.

- 2. Regardless of title, retirees health insurance coverage and premiums will be treated the same as the premium payments for covered staff provided the following conditions are met: (a) the unit member must be employed with the BOCES on or before January 1, 2013; (b) the unit member must retire from the New York State Teachers Retirement System with ten (10) or more years of continuous service as a BOCES employee immediately preceding retirement from BOCES; (c) the unit member must have met the eligibility requirements of TRS; (d) the unit member must be actively enrolled in a BOCES plan prior to retirement; and (e) the unit member must notify the Business Office by no later than January 1st of the school year for a retirement date in the next school year, unless a letter of intention with a minimum of one (1) year in advance notice is submitted to the District Superintendent. Other circumstances, submitted in writing to the District Superintendent, may be taken into consideration.

The plans are the existing health maintenance organizations, or the Alternate DEHIC PPO Plan, or an alternate plan selected by the BOCES providing comparable benefits. A unit member who retires with individual coverage shall not be eligible to switch

thereafter to two person or family coverage. A unit member may not switch from individual coverage to two person or family coverage within twelve (12) months of retirement.

3. BOCES shall be obligated to pay health insurance premiums for HMO's; however the obligation to pay shall not exceed the BOCES dollar commitment (sharing ratio in #1 above) for the individual or family plan under the alternate DEHIC PPO health insurance premium. The employee will be responsible for the balance of such premium.
4. The domestic partners of unit members shall be covered by the contractually provided health insurance subject to the limitations, restrictions and eligibility requirements provided by the applicable health insurance plan.
5. Only full-time unit members are eligible for health insurance benefits.

B. HEALTH INSURANCE BUYOUT

1. Unit members who are eligible to be covered by a health insurance policy from another source may elect any time to terminate coverage under the health insurance plan(s) established by the BOCES.
2. Election to discontinue medical coverage shall be at the unit member's option and shall require that the unit member provide written documentation that they have coverage under another plan. Upon such showing, the unit member shall be allowed to withdraw from the BOCES plan and receive an annual cash payment of \$1,500 if covered by the family plan and an annual cash payment of \$900 if covered by the individual plan. Effective July 1, 2013, the annual cash payment for those covered by either the family plan or the individual plan shall increase to \$1,750. The cash payments, in lieu of health insurance coverage, will be made in two (2) installments. The first installment will be paid by separate check in January of the school year of withdrawal. The second installment will be paid by separate check together with the last paycheck in June. These payments will be made each year that the unit member remains withdrawn from health insurance. However, each year will require a new and separate written showing of coverage under another plan.
3. Applications must be submitted no later than June 1st of any year preceding the July 1st commencement of the BOCES fiscal year.
4. Any member of the unit who has withdrawn from the health insurance plan may re-enter the health insurance plan in the case of involuntary termination of the substitute or second plan. In such cases the unit member may only receive a pro-rata payment for the period of time of withdrawal measured from July 1st of each school year. Health insurance on re-entry will become effective at the earliest date after receipt of written notification as permitted under the rules of the BOCES health insurance plan. A unit member may only re-enter the plan because of severe hardship which causes the substitute or second plan to terminate defined as follows: death of a spouse, loss of

spouse's employment or loss of spouse's medical insurance coverage over which they did not have control. Re-entry shall be subject to the provisions of the plan.

5. Unit members excessed prior to June 1st and recalled for employment on September 1 of the next school year may participate in the buy-out option. All other parameters of the buy-out option remain in force for these unit members.

C. DENTAL PLAN CONTRIBUTIONS

1. During the agreement, the BOCES shall contribute up to \$375 toward coverage for a Dental plan.
2. All full-time unit members shall be included in the plan.
3. The dental plan will be jointly selected.

ARTICLE VI - HOURS

- A. It is understood that variations in the times of operation of BOCES programs located in the various work sites may be necessary. Every effort will be made to achieve equality in the time devoted to performance of duties of BOCES unit members in such assignments.
- B. The District Superintendent, or designee, may allow unit members to leave their work stations at earlier times upon approval. All requests to leave early must be in writing.
- C. The minimum standard workday is seven (7) hours.

ARTICLE VII - MEETINGS

A. MEETINGS

1. Meetings with the unit members may be held to develop school plans, program policy and to satisfy the needs of the proper functioning of the BOCES.
 - a. Meetings will be carefully planned and limited to a reasonable length of time.
 - b. Meetings will be held to provide a two-way communication and discussion of agenda items.
 - c. Meetings should be planned in advance with tentative agenda distributed to the staff in order that constructive ideas can be presented by all in attendance.
 - d. In ordinary circumstances, agenda for regular meetings will be distributed at least twenty-four (24) hours before the scheduled opening of the meeting.
 - e. In ordinary circumstances, notice of cancellation of a meeting shall be made at least twenty-four (24) hours before the scheduled meeting.

- f. Adequate notice of all meetings will be given to the participants.
- g. Attendance at these meetings will be limited to those persons who are directly concerned with the problems and items being discussed. Building-wide or district meetings shall be called only when the agenda is of common concern to the staff of the entire BOCES.
- h. Adult education supervisors shall use their best efforts to improve communications between adult education work places. The content of such communications includes, but is not limited to informational discussion on new programs and the timely introduction of new staff.

ARTICLE VIII - TERMS OF EMPLOYMENT

A. BREAKS

- 1. Pursuant to current practice, no unit member shall be expected to teach more than 2.5 to 3 hours consecutively, depending on the nature of the program, without a break.

B. SCHEDULES

- 1. Unit members except for newly hired, shall be notified in writing of any change in their tentative programs and schedules at least ten (10) calendar days in advance, whenever possible.

C. REDUCTION IN FORCE - LAYOFF

DEFINITION

- 1. Full-Time is defined as any unit member who is scheduled to work between 10 and 12 months per year.
- 2. Part-Time is defined as .5 FTE to < 10/12ths.
- 3. Hourly is defined as those unit members paid for a specific assignment on an hourly scale for that position.
- 4. Seniority shall be granted for:
 - (a) Full time service in a benefits eligible position within Adult Education; and
 - (b) Prior hourly service* which is equal to or greater than one hundred (100) days annually. Prior hourly service must have been worked within Adult Education in order to receive seniority credit.

*Prior hourly service shall only be granted to Unit members employed prior to October 1, 2004. Employees hired on or after October 1, 2004, shall only receive seniority credit for full time service in a benefits eligible position within Adult Education.

LAY-OFF AND RE-CALL PROCEDURE

1. Part-Time unit members in the same cluster area will be laid off prior to laying off or reducing the hours of full-time unit members, whenever possible.
2. Clusters are to be set-up by BOCES and agreed upon by the AEIA.
3. Each member of the Adult Education Union is to list the additional job titles that they are eligible to hold and the supporting documentation of qualifications for each title.
4. Qualifications for each job title need to be established by BOCES, subject to review by the AEIA.
5. When a position within a cluster needs to be eliminated, the following procedure will be followed:
 - a. The least senior unit member's position in that cluster will be abolished.
 - b. The least senior unit member will have bumping rights to a position that he/she has been recorded to be eligible to hold (based on the agreed upon qualification for the job) based on the seniority list for that cluster.
 - c. If no bumping rights exist, the unit member will be placed on a preferred eligibility list (PEL) for four years on both the unit member's area of cluster as well as any other full or part-time job title for which he/she is qualified. An unit member who acquires the qualification for another cluster area during the period of layoff must submit supporting documentation of qualifications at least six (6) months prior to the recall to be eligible to be recalled to that cluster area.
6. When a one position within a cluster needs to be reduced, the following procedure will be followed:
 - a. The least senior unit member's position will be reduced.
 - b. The least senior position unit member will have bumping rights to a position that he/she has been recorded to be eligible to hold (based on the agreed upon qualification for the job) based on the seniority list for that cluster
 - c. The least senior person whose hours are reduced shall be eligible to apply for any hourly position. The BOCES will provide a list of available assignments. When an unit member is qualified for more than one existing hourly position, the BOCES will attempt to accommodate the hourly assignment choice of the unit member, but BOCES reserves the right to make the assignment decision. A unit member who works in an hourly

position for which he/she is qualified shall continue to receive his/her regular wages for the work that had been previously paid at a set hourly rate. If the unit member works a total of .5 FTE or higher, even if part or all of the service is in what had previously been an hourly or part-time position, the unit member shall continue to receive health insurance benefits as provided for under the AEIA collective bargaining agreement. All qualifications for the position must be met.

7. Any ten (10) month unit member who is reassigned to a twelve (12) month position shall receive his/her regular monthly salary for working the twelve (12) months. Twelve month unit members moving to ten (10) months will have their salary prorated to ten (10) months.
8. Rejection of a recall to a full-time position in a unit member's area of cluster will result in the removal of that person's name from the recall list. If the offer of re-employment was either for: (a) a position less than full-time and rejected; or (b) a position for which the unit member is qualified but outside the unit member's area of cluster, the unit member's name shall remain on the recall list.
9. When a member is rehired from the recall list, he/she will return with the sick and personal days that they had accumulated at the time of their layoff. Accumulated vacation days for twelve (12) month employees will be paid at the time of their layoff. Upon recall, the employee will start accruing vacation days again.

D. FAIR DISMISSAL

Any unit member who has completed three (3) years of service shall be entitled to the following due process rights prior to disciplinary penalty being imposed. The employee shall be provided with written notice of the charges and of the right to a hearing before a Hearing Officer selected by the Board of Education. The employee shall have the right to Union representation at any disciplinary meeting. The employee may be suspended without pay for a period not to exceed thirty (30) calendar days pending the disposition of the charges. The employee shall be given a fair opportunity to hear and cross-examine witnesses and evidence against him/her, and to present witnesses and evidence on his/her behalf. The employee may be represented at his/her own expense at such a hearing. The date(s) for hearing shall be set by the Hearing Officer. A record of that proceeding shall be maintained and shall be provided to the employee at no cost. Formal rules of evidence shall not apply. The Hearing Officer shall issue a Findings of Fact and Recommendation which shall be forwarded to the Board for final determination. The decision of the Board shall be final and binding unless arbitrary and capricious. Article 78 rights shall apply to any Board determination.

E. EVALUATION - OBSERVATION

1. All evaluations of unit members shall be entered on standard forms. After any evaluation a conference shall be held between the unit member and the evaluating supervisor within seven (7) school days. The results of the evaluation shall be discussed in the evaluation conference at a mutually agreed time.

2. Unit members will be given written copies of any evaluation report prepared by their supervisors at least 24 hours before a conference concerning such evaluation report is held and at such conference they will have the right to discuss such report with their supervisor before it is put in their personnel file.
3. The evaluation shall be formalized and reduced to final written form after such conference or an opportunity for it has occurred.
4. All unit members shall be formally evaluated at least once a year.
5. Only certified administrative staff, as designated by the District Superintendent, shall observe and evaluate teachers/instructors.
6. Unit members shall have the right to submit written replies to any evaluation. Replies shall be permanently attached to the evaluation itself.
7. For the purpose of conducting the observation part of the evaluation process only, the use of public address or audio system or surveillance devices shall be strictly prohibited.

ARTICLE IX - LEAVES OF ABSENCE

A. SICK LEAVE

1. All full time ten (10) month employees shall be entitled to up to a maximum of fifteen (15) days sick leave per school year. All full-time twelve (12) month employees shall be entitled to up to a maximum of eighteen (18) days sick leave per school year. Unit members may accumulate unused sick leave up to a maximum of one hundred ninety (190) days. Annual sick leave accumulation shall be credited at the beginning of the school year. If the unit member leaves before the end of the school year and has used any unearned sick days, the sick days so used shall be deducted from the final pay. For those unit members who commence work after the opening day of school, sick leave shall be credited upon a prorated basis.
2. Any unit member may use a maximum of five (5) days of their annually allocated personal sick leave in any school year for reasons of family illness. In any one year the maximum number of available family illness days is five (5).

Family shall include an employee's spouse, parent, daughter, son, mother-in-law, father-in-law, grandparents, grandchild, siblings, and domestic partner as defined by the DEHIC Alternate PPO.
3. The days outlined in para. 3 above may be added up to the accumulated sick leave as defined in this contract. These days do not increase the maximum allowable under the contract.

4. Compensation for Unused Sick Leave Days: Payout for unused sick days to employees who are retiring from BOCES at no less than the New York State Teachers Retirement System minimum age, shall be compensated as follows:

0 to 100 days accumulation:	no pay out
101 to 125 days accumulation:	\$50 per day = \$1,250
126 to 150 days accumulation:	\$55 per day = \$1,375
151 to 170 days accumulation:	\$60 per day = \$1,200
171 to 190 days accumulation:	\$65 per day = \$1,300

Maximum Payout for accumulation of 190 days = \$5,125

B. PERSONAL BUSINESS LEAVE

1. All regular full-time teachers/instructors shall be allowed a maximum of four (4) personal days per year two (2) of which may be used for family illness.
2. Two (2) personal business days of each year used by the teacher/instructor do not require reasons being given.
3. Prior written approval of the Division Director or his/her designee for the use of any personal business day usage is necessary.
4. It is clearly understood by all parties that personal business leave is not to be used for attending to second jobs or businesses, shopping, personal recreation or the extension of any holiday or weekend period.
5. Except in emergencies, teachers/instructors taking leave hereunder shall give their Division Director or his/her designee written notice of their intention to take such leave at least three (3) school days in advance of the day of such leave. Personal business may not be taken either the workday immediately before or immediately after a holiday or recess period, except with the approval of the District Superintendent or his/her designee.
6. For those unit members who begin work after the opening day of school, and for those unit members who leave BOCES employment prior to the end of the school year, personal business leave days shall be adjusted on a prorated basis.

C. RELIGIOUS HOLIDAYS

1. The BOCES shall provide a maximum of three (3) religious holidays which shall be granted for those occasions where absence from work is an obligation to the person observing such holidays. Such leave shall be without loss of pay and not chargeable to other types of leave.

D. BEREAVEMENT LEAVE

1. Five (5) days leave shall be granted without deduction of pay for absence due to the death of mother, father, husband, wife, children, grandparent, grandchild, brother, sister, or domestic partner as defined by the DEHIC Alternate PPO.
2. Three (3) days leave shall be granted without deduction of pay for absence due to the death of mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law.
3. Death notices may be required.

E. CHILD CARE LEAVE

1. An unpaid leave of absence shall be granted for up to one (1) year to a unit member for the purpose of child rearing as follows: A unit member shall be entitled upon request to a leave to begin within one (1) year upon delivery or adoption of a child. Said unit member shall notify the District Superintendent in writing of intent to take such leave and, except in case of emergency, shall give such notice at least sixty (60) calendar days prior to the date on which said leave is to begin. Upon return to service, an employee shall have restored the same benefits accrued at the time the leave commenced.

F. LEAVE OF ABSENCE WITHOUT PAY

1. Leave of absence without pay of up to one (1) year may be granted by BOCES upon application to and approval by the District Superintendent and the Board. Such leave may be granted only when the grant does not interfere with the educational system.

G. EMERGENCY LEAVE

1. Emergency leave, application of which has been approved by the District Superintendent, may be granted at BOCES discretion for conditions related to the health or welfare of individual unit members over and above established sick leave and personal days, with pay, or without pay.

H. JURY DUTY

1. Any unit member called for jury duty shall notify their Supervisor of this fact. A unit member who serves on jury duty during regular school working days shall receive full pay and suffer no loss of accumulated sick time, personal leave or business leave. Proof of jury service shall be required.

I. MILITARY LEAVE

1. Military leave of absence without pay shall be granted to any teacher/instructor who shall enter into the active military service of the United States. However, such leave shall not be extended by any re-enlistment. The BOCES will grant

employees paid leave while on ordered military duty in accordance with Section 242 of the New York State Military Law.

J. LEAVE FOR PUBLIC AFFAIRS

1. The Board may grant a leave of absence without pay for up to one (1) year to any unit member for public service for educational purposes.

K. VACATION TIME

1. Unit members who are assigned to a twelve month schedule shall receive 10 days vacation in their first year of employment and an additional day for each year of service thereafter up to a maximum of twenty-two (22) days. Should an employee's vacation be interrupted by a death in the family, the vacation time will be converted to bereavement leave. All years of full-time service with BOCES shall be used in calculating vacation entitlement.

ARTICLE X - TEACHERS/INSTRUCTORS FACILITIES

A. STAFF FACILITIES

A workplace committee, created by the parties, shall be established for the purpose of addressing staff concerns relative to BOCES facilities.

ARTICLE XI - INSTRUCTIONAL EQUIPMENT

A. TEXTBOOKS, WORKBOOKS AND SUPPLIES

1. BOCES will provide reasonable supplies and equipment so that teachers/instructors may fulfill their teaching objectives in an adequate and professional manner.
2. Teachers/Instructors will be given the opportunity to recommend textbooks, workbooks, and supplies to the Administration to be considered for the use in BOCES classes, as individuals, or through special committees.
3. BOCES shall have additional supplies of books and work books to fulfill requirements during the year.
4. Materials will be provided in sufficient quantities and in adequate time to insure that each teacher/instructor has sufficient supplies.
5. The above four paragraphs will be considered within the constraints imposed by budget appropriations and limitations as well as regulations imposed by the Division of School District Organization and the Department of Audit and Control.

ARTICLE XII - NON TEACHING DUTIES

- A. Teachers/instructors will not be required to drive students to activities which take place away from school buildings. However, teachers/instructors may do so voluntarily with the advance approval of the immediate supervisors and final approval of the Division Director.

ARTICLE XIII - PROFESSIONAL OPPORTUNITIES

A. CONFERENCES

1. BOCES may grant unit members leave with full pay for the purpose of visiting other schools, for attending professional conference meetings, or workshops, provided such leaves are approved in advance by the District Superintendent. Such leave shall not be chargeable to other types of leave. However, no additional compensation shall be awarded for conferences during non-working hours.
2. BOCES shall remunerate unit members attending such workshops or conferences for all uncompensated expenses involving transportation, accommodations, or registration pursuant to the arrangements made at the time approval is granted.

ARTICLE XIV - COMPENSATION-TEACHERS/INSTRUCTORS

A. SALARIES

1. There shall be a Revenue Generating Committee which shall consist of two members appointed by the BOCES and two by the Association, which shall be charged with exploring additional and alternative sources of funding for the Adult Education program.
2. Effective July 1, 2010, there shall be a 0% increase to base salaries. Effective July 1, 2011, base salaries shall be increased by 1%. Effective July 1, 2012, base salaries shall be increased by 1%. Effective July 1, 2013, base salaries shall be increased by 1%.

Any unit member who has either retired or been laid off since the expiration of the predecessor contract shall be eligible for retroactivity (assuming the individual worked during the period for which the raise was paid). Retroactivity shall not be owed to any unit member who has either resigned or was terminated from employment.

3. Effective July 1, 2013, a unit member who has completed ten (10) years of continuous service with BOCES shall receive a \$1,000 longevity payment.

B. SUMMER PAY

1. Effective July 1, 2004, ten-month unit members who are performing summer work that is the same as or similar to the work they perform during the regular school year shall be compensated at the hourly rate of 1/200th of their annualized salary divided by 7. Should the unit member work less than a 7 hour day, payment shall be prorated based upon the formula above.

ARTICLE XV - DURATION OF AGREEMENT - SIGNATURES

- A. This agreement shall be effective as of July 1, 2010 and shall continue in effect through June 30, 2014. The BOCES and the Association agree that all negotiable items have been discussed during the negotiations leading to this agreement and agree that negotiations shall not be reopened on any item unless required by law during the life of this agreement.

**DUTCHESS COUNTY BOARD OF
COOPERATIVE EDUCATIONAL
SERVICES**

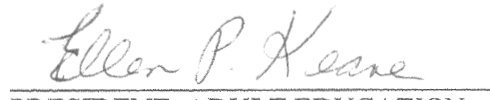


PRESIDENT, BOARD OF EDUCATION



DISTRICT SUPERINTENDENT

BOCES ADULT EDUCATION



PRESIDENT, ADULT EDUCATION
ASSOCIATION



CHAIRPERSON, NEGOTIATING TEAM

Collective Bargaining Agreement

Between

Dutchess County Board of Cooperative Educational
Services

And

Dutchess County BOCES Support Staff Association

July 1, 2011 through June 30, 2015

AGREEMENT made as of July 1, 2011, between Dutchess County Board of Cooperative Educational Services hereinafter referred to as the “BOCES,” and the Dutchess County BOCES Support Staff Association, hereinafter referred to as “Association.”

ARTICLE 1

RECOGNITION

1. Exclusive Representation

The BOCES has recognized the Association as the exclusive agent for all full time and part time employees in a negotiating unit consisting of Accountant, Account Clerk, Account Clerk/Typist, Administrative School Secretary, AV Repair Tech, Bus Driver/Custodial Worker, Bus Driver/Maintenance Worker, Cook, Courier, Custodial Worker, Custodial Worker/Courier, Custodial Worker/Groundskeeper, EAP Counselor, Financial Aid Advisor, Food Service Helper, Head Maintenance Mechanic, Instructional Systems Research Specialist (Tech I), Instructional Tech Support Assistant, Instructional Technology Acquisition Specialist, Instructional Technology Systems Specialist (Tech II), Intake Worker, Jr. Accountant, Maint.-Coop. Plumber, Maint.-Coop.-Electrician II (shared), Maint.-Coop./Carpenter (shared), Maintenance Helper, Maintenance Mechanic, Maintenance Worker, Microcomputer Network System Specialist, Microcomputer System Specialist, Microcomputer Technician, Network Analyst, Program Assistant, Public Information Officer, Receiving Clerk, Receptionist/Typist, Safety Aide, Safety and Risk Technician, Senior Custodial Worker, Sr. Microcomputer Technician, Stenographer, Transportation Broker, Typist, Graphics Aide, Senior Account Clerk, Senior Custodial Worker, Senior Program Assistant, Offset Printer, Photocopy Operator, Website Support Specialist, Youth Aide, and excluding Job

titles represented by the Dutchess County BOCES Faculty Association, the BOCES Administrative and Supervisory Association of Dutchess County, Dutchess County BOCES Adult Education Instructors Association, titles deemed managerial and confidential under the Act, and all other employees.

ARTICLE 2

LEGISLATIVE AUTHORITY

2.1 Statement of Condition

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not be effective until the appropriate legislative body has given approval.

2.2 No Strike Pledge

The Association and the BOCES recognize that strikes by unit members are contrary to law and public policy. The Association and the BOCES subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association agrees that it will not strike, conduct a slowdown or work stoppage against the BOCES, or assist or participate in any strike, slowdown or work stoppage against the BOCES, or impose an obligation upon its members to conduct, assist or participate in any strike, slowdown or work stoppage against the BOCES.

ARTICLE 3

ASSOCIATION RIGHTS

3.1 Association Meetings

The Association shall have the right to conduct meetings on BOCES property. The Association shall be subject to BOCES policy regarding the use of BOCES property and the BOCES shall have the right to make and enforce rules in regard to the use of BOCES property without consultation with the Association. The Association shall request prior permission for the use of any BOCES building with the appropriate building administrator. Such permission shall not be unreasonably withheld.

3.2 Association Business

The Association President or designee shall be released from his/her work assignment with pay for eight (8) days each year to attend annual NYSUT and AFT functions. Application for such use shall be made to the District Superintendent. Upon approval by the District Superintendent, the representative shall notify the appropriate site supervisor.

3.3 Bulletin Boards

Bulletin board space for Association use shall be provided in each building.

3.4 Intra-School Mail

The Association shall be allowed continued use of the intra-school mail for the distribution of its communications to members on a reasonable basis.

3.5 Dues Deductions

A) Dues for the Association shall be deducted from the salaries of all members. A dues structure statement will be provided by the Association to the BOCES by September 1 of each year. The BOCES shall forward the dues collected to the Association by the 5th of each month.

B) Agency Fee: 1) The BOCES shall deduct from the salaries of those members of the bargaining unit who are not members of the Association a service fee (agency fee) equivalent to the total annual per capita dues paid by members of the Association.

2) The agency fee shall be deducted in the same manner as payroll deduction of dues, described in Section A above.

3) Any bargaining unit member subject to the agency fee charge who is employed for less than a full school year or for less than a full-time equivalent position shall pay a service fee equivalent to the pro rata portion of the total dues paid by members of the Association.

4) The Association has affirmed that it has adopted the procedure for refund of agency fee deduction as required in Section 208-3(b) of the Civil Service Law.

5) The Association hereby agrees that it will at all times hereafter indemnify and save harmless the BOCES against any liability, loss, damage, cost or expense which it may incur or sustain by reason of any action, suit or proceeding which may be brought against the BOCES by any other person, firm or corporation that may have been or may be claimed to have been damaged or injured in any way by reason of the foregoing agency fee provision in this contract. It is further agreed that in the event any action, suit or proceeding is brought against the BOCES or any officer or employee for any liability arising out of the aforesaid agency fee provision the said BOCES Officer or employee shall at once give notice in writing to the Association by mail addressed to the President of the Association. Upon the giving of such notice, the Association at its own expense shall defend any such action, suit, or proceeding and take all such steps as may be necessary or proper therein to prevent the obtaining of a judgment against the BOCES or its officer or employee, and in the event that any such judgment is obtained by the BOCES prior to the making of any demand upon the BOCES for payment, will pay such judgment in its entirety.

3.6 Payroll Options

Each employee shall be paid on at least a bi-weekly basis throughout the work year according to the payroll dates announced by the BOCES.

3.7 Delivery of Paychecks

The BOCES shall maintain its best efforts to have paychecks available for employees not later than the end of the morning session of announced payroll dates. When requested, paychecks will be available at the employee's worksite or mailed to the employee's home address.

3.8 Holiday Payroll

When payroll days fall within a holiday period, the check for that payroll date will be issued on the last working day preceding the holiday period, when feasible.

3.9 Payroll Deposits

At the option of each individual employee, payroll checks may be deposited directly to the employees' personal checking or savings account by the BOCES. The obligation to make direct deposit shall be subject to reasonable rules and regulations of the BOCES.

3.10 Seniority

Seniority for overtime will apply within the specific daily work assignment, job title and work site. An employee engaged in a work assignment in progress during regular working hours shall continue that assignment for the purpose of overtime hours.

3.11 Minutes

The BOCES shall mail to the President of the Association a copy of the official minutes of each meeting of the Board of Education.

ARTICLE 4

BOCES FILES

4.1 Filing of Reports

No material shall be placed in a BOCES file about an employee unless the employee has had an opportunity to read the material. Employee files shall contain routine financial information and matters of factual nature, which relate to the job performance of an employee. The employee shall acknowledge that the employee has read such material by affixing a signature on the actual copy to be filed with the understanding that such signature does not necessarily indicate agreement with its contents. The employee shall have the opportunity to answer any material inserted in the file and such answer shall be filed together with the material objected to. A free copy of any material added to the member's file shall be provided to the employee at the time of filing. The BOCES, upon request, shall provide additional copies of materials in a member's file at the rate otherwise charged by the BOCES for the copying of documents under the Freedom of Information Law.

4.2 Review of Files

The employee shall submit a signed request two (2) work days before the time in which he or she desires to review the file. In the event an employee is unable to review the file during normal office hours, arrangements will be made upon reasonable advance notice to permit such review at a time convenient to the employee and the BOCES. At the request of the employee, a representative of the Association may be present during the review. The employee may only review the file relating to the employee and only in the appropriate administration office. The Association or its representatives shall have no right to review employee files.

ARTICLE 5

EMPLOYEE DISCIPLINE

5. Fair Dismissal

In any situation in which a supervisor or administrator may choose to confront an employee for the purpose of discipline or reprimand or at a meeting that leads to discipline or discharge, the employee shall be advised prior to such conference as to the nature of the meeting and shall be entitled to Association representation at that meeting.

ARTICLE 6

EVALUATION

6.1 Purpose and Format

Employees shall be evaluated for the purpose of determining their competency in performing their assignments. The number and type of evaluation shall be determined by a committee of representatives from the BOCES and the Association. The Association will select association representatives. Upon request, the BOCES and Association shall meet and confer regarding suggestions as to changes in the evaluation sheets.

6.2 Observations

All formal observations of an employee's performance will be conducted openly. The BOCES shall have the right to conduct informal observations at any time. Every effort shall be made to provide a copy of any observation report or of any evaluation report prepared by the employee's supervisor within seven (7) working days. If a conference is requested, every effort will be made to discuss the report of evaluation with the supervisor within seven (7) working days of receipt by the unit member prior to including in the BOCES file. The employee shall have the right to submit

a response to any report or evaluation within seven (7) working days following receipt of the report or the requested conference and the response shall be attached to the report or evaluation.

ARTICLE 7

POSTING OF VACANCIES

7. Posting

The BOCES shall post notices of vacancies and/or openings of any type whatsoever occurring within the bargaining unit at all instructional sites owned and operated by BOCES and shall send a copy of each notice to the Association President.

ARTICLE 8

WORKSHOPS CONFERENCES AND TUITION REIMBURSEMENTS

8.1 Attendance at Workshops and Conferences.

A. The BOCES and the Association recognize that professional development is part of the regular responsibility of an employee and that attendance at particular conferences or workshops may be of value to the BOCES. Upon a showing of value to the BOCES by the Employee or the Association, and upon reasonable advance notice in writing, in each year of the terms of this Agreement, the District Superintendent may grant an employee one or more days of leave, without charge to other leave credits, for the purpose of attending such a conference or workshop and/or may authorize reimbursement of the reasonable and necessary expenses for attendance at such a conference or workshop.

B. Participation in Agency Sponsored Programs.

Unit members may enroll in BOCES Adult Continuing Education classes as well as classes offered by the RIC or Instructional Services under the following conditions: (a) such courses cannot be taken during the work day unless approved by the BOCES. (b) Enrollment is contingent upon availability of space after it is determined that adequate external enrollment is available to fund the class. (c) Unit members must verify their enrollment at their initiative on the day preceding the first class. (d) Any classes taken under this provision are not eligible for salary purposes or for any other reimbursement claims that may otherwise be available within this agreement. (e) Absent funding as provided for in this subsection, unit members will pay the full cost of the tuition, if any.

C. Tuition Reimbursement for Certain Courses.

The BOCES will reimburse up to one-half the cost per unit member per class to a maximum of two classes per year toward the cost of course work that meets the following criteria; (a) the course work is functionally related to the field in which the unit member works, is job related, is not a degree-based program, and is not Adult Continuing Education, (b) the course work is scheduled outside of working hours, (c) at the discretion of the District Superintendent or his/her designee, the unit member must receive prior approval; and (d) the unit member must submit evidence of successful completion of course prior to reimbursement.

ARTICLE 9

GRIEVANCE PROCEDURE

A. A grievance shall mean a complaint by an employee in the bargaining unit that:

1. There has been a misapplication, misinterpretation, or a violation of this Agreement.

2. There has been a violation, misapplication or misinterpretation of written policy of the Board of Education affecting the terms and conditions of employment of members of the bargaining unit. As used in this article, the term employee shall mean:

- (a) An individual employee, or
- (b) A group of employees, or
- (c) The Association.

B. Steps.

Step 1. The Employee shall discuss the matter with the employee's immediate supervisor. The employee may be represented by a representative of the Association. The supervisor shall give the employee a written answer within four (4) work days. A copy of the answer shall be given to the Association.

Step 2. If the grievance is not resolved at Step 1, the employee, through the employee's Association representative, may, within five (5) work days submit the grievance in writing to the District Superintendent or his/her designee. The District Superintendent or his/her designee shall hold the conference within ten (10) work days of the submission of the grievance. The employee and/or employee's representative shall be present at the conference to meet with the District Superintendent or his/her designee to discuss the grievance in an attempt to resolve it. The District Superintendent or his/her designee shall furnish the employee and the Association with a decision in writing within ten (10) work days of the conference.

Step 3. In the event that the preceding steps have failed to resolve the dispute, the Association may submit the grievance to arbitration by filing with the District Superintendent or his/her designee a written notice of intent to arbitrate at any time within ten (10) work days from the

time a decision is rendered at the District Superintendent's level at Step 2 above, or, failing a written response from the District Superintendent or his/her designee, within ten (10) work days from the time the decision was due.

The Association and the BOCES will attempt to agree upon an arbitrator or, failing such agreement, the Association may file a written demand for arbitration with the American Arbitration Association. Arbitration will then proceed to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

C. Time Limits.

1. A grievance shall be submitted at the first applicable step of the grievance procedure as outlined herein within twenty (20) work days of the date upon which the aggrieved party knew or would have known of the facts underlying the alleged grievance.
2. Time limits may, however, be extended by mutual agreement.
3. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party and to the Association within the specified time limits shall permit the lodging of an appeal at the next stage of the procedure within the time allotted, communicated by the final day.

D. Basic Principles.

1. If a grievance affects any individual it shall be submitted at Step 1. If a grievance affects a group of unit members, it may be submitted directly to the District Superintendent or his/her designee and shall begin at the level 2 of the grievance procedure.

2. The BOCES and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning the alleged grievance.
 3. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the BOCES or any member of the administration against the aggrieved party, any party of interest, any representative, any member of the grievance committee or any other participant in the grievance procedure or by any other person by reason of such grievance or participation therein.
 4. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participant.
- E. General - Arbitration.
1. The Association shall have the sole and exclusive right to submit a grievance to arbitration.
 2. The arbitrator shall have the power to make awards or to fix back pay and other compensations. The decision and award of the arbitrator shall be final and binding.
 3. All fees and expenses of the American Arbitration Association and the Arbitrator shall be shared equally by the BOCES and the Association.

ARTICLE 10

WORKING CONDITIONS

10.1 Emergency Closings

If it is announced on the radio that BOCES is closed, support staff should make a reasonable effort to report to work on time, but no later than 10:00 AM. (See Staff Handbook for listing of

radio stations.) Arrival after 10:00 AM will be charged either ½ day or full day to personal time, vacation time or loss of pay. If conditions require an employee's arrival after 10:00 AM, that person must call the main switchboard regarding their status by 10:00 AM.

If it is announced on the radio that BOCES classes will be delayed, support staff will follow the same delay. If BOCES is on a one-hour delay, staff will report by 9:00 AM. If BOCES is on a two-hour delay, staff will report by 10:00 AM.

If the BOCES offices are to be closed, employees will be notified by telephone not to report to work. If school is closed due to weather conditions, etc., and an employee has previously requested a personal or vacation day, the day requested will be credited to the employee.

10.2 Summer Hours

A. At the discretion of the District Superintendent, summer hours will begin the Monday after school ends in June each year, and continue until the Friday preceding the opening of school in September. The summer hours schedule will be determined by the District Superintendent and distributed to the eligible employees prior to the first day of summer hours. These hours are defined for full-time, 12-month employees who work during the summer under the titles of Account Clerk, Account Clerk/Typist, Instructional Technology Acquisition Specialist, Junior Accountant, Senior Program Assistant, Program Assistant, Receptionist/Typist, Stenographer, Transportation Broker and Typist.

B. All other members of SSA staff not indicated in the titles above may be granted summer hours at the discretion of the District Superintendent.

10.3 Holidays

All full-time support staff personnel will be entitled to fifteen holidays per year. The District Superintendent will establish the holiday schedule for the school year prior to July 1.

- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day and the following Friday
- Christmas
- New Year's Day
- Martin Luther King Day
- President's Day Observance
- Good Friday
- Memorial Day
- Three to be determined

10.4 Vacation Days

Except in emergencies, requests for vacation time shall be submitted on the REQUEST FOR APPROVAL OF VACATION DAYS form to the immediate supervisor well in advance of the requested vacation day(s).

Where a lengthy vacation period is being considered, the request should be submitted with sufficient lead time which allows for minimal disruption to the BOCES program(s). In addition, employees are encouraged to consult with their immediate supervisor well in advance, and prior to making any formal plans for a lengthy vacation period.

Vacation time for Support Staff is credited only for full-time 12 month employees. Should an individual who is employed in a part-time or 10-month support staff capacity become employed on a full-time 12-month basis, vacation time will begin to be credited from the date the 12-month appointment begins. Full time support staff employees are entitled to the following working days of annual vacation during each completed school year:

<u>Years Completed</u>	<u>Number of Days</u>
1	10
2	11
3	12
4	13
5	15
6	16
7	17
8	18
9	19
10	20
11	21
12	22

New employees with less than one complete year (12 months of BOCES work experience) will receive vacation time as follows:

For months remaining in a given school year (July 1 to June 30), the formula will be the total allocation divided by 12 and then multiplied by the number of months remaining.

Example:

The total allocation is ten (10) days. The formula shall be $10/12$ multiplied by the remaining months in a year. Employee starts on January 1 of the current year, $(10/12 \text{ multiplied by } 6) = 5$ days.

If an employee leaves before the end of the school year and has used any unearned vacation days, the vacation days so used shall be deducted from the employee's final pay. For those persons who were less than full time employees of BOCES prior to becoming full time, for the purposes of vacation leave, "years completed" will commence on the full time effective date.

Upon leaving BOCES employment, non-instructional employees will be given salary equal to accumulated vacation time. Such payment shall be at the then current salary rate. The formula will be their total allocation divided by 12 and then multiplied by the number of months completed.

Example:

The total allocation is twelve (12) days. The formula shall be 12/12 multiplied by the remaining months in a year. (12/12 multiplied by 6) = 6 days.

For those eligible employees who begin work after the start of the work of the work year and for those eligible employees who leave BOCES employment prior to the end of the work year, vacation days shall be adjusted on a prorated basis.

Vacation Carryover: Carryover of vacation days shall be allowed to accumulate up to five (5) days per year to a maximum of twenty (20) days. The District Superintendent is authorized to allow transfer of more than that amount in unusual circumstances.

Grandfather four (4) unit members from its personnel by vacation days accruing beyond the annual contractual allotment. At the time of separation from employment at the BOCES, the unit member will be paid at his/her daily rate of pay for all accumulated days.

Should an employee's vacation become interrupted due to a death in the immediate family as defined in §11.4 herein, vacation time will be converted to the appropriate bereavement leave for a maximum of three (3) days.

ARTICLE 11

LEAVES OF ABSENCE

11.1 Personal Leave

All regular full-time members shall be allowed a maximum of four (4) personal days per year. No reason need be given for any personal day request. Unused personal days shall be added to accumulated sick leave. The addition shall be without limit for accumulated personal leave days. The present limit of sick leave will continue. Except in emergencies, the person taking leave

hereunder shall give their immediate supervisor written notice at least three (3) school days in advance of the day of such leave.

Personal business leave is not to be used for attending to second jobs or businesses, or the extension of any holiday or weekend period.

Personal leave may not be taken either the workday immediately before or immediately after a holiday, except with the written approval of the District Superintendent or his/her designee. If an employees leaves before the end of the school year and has used any unearned personal days, the personal days so used shall be deducted from the employee's final pay.

11.2 Sick Leave

Full-time regular BOCES Support Staff shall be entitled to a maximum of 18 days sick leave per school year, 1-1/2 days per month, accumulative to 180 days. Such days may be accumulative to 190 days, as of July 1, 2009. If an employee leaves before the end of the school year and has used any unearned sick days, the sick days so used shall be deducted from the employee's final pay. Annual sick leave accumulations shall be credited at the beginning of the school year.

If an employee has previously requested a personal or vacation day and becomes ill, while on such a day of absence, the employee is charged a personal or vacation day, whichever was requested and approved. Extenuating circumstances will be reviewed by the District Superintendent.

For reasons of family illness, a support staff employee may use a maximum of five (5) days of the employee's eighteen (18) days annual sick leave allocation in any one school year. Family shall only include an employee's husband, wife, mother, father, son, daughter, or domestic partner provided such leave is used for actual care.

In those cases where part time employees become full-time employees, full-time sick leave accumulation shall begin from the date that full time status is attained including days accumulated on part-time status but on a pro rata basis.

11.3 Sick Leave Bank

A) On October 1st of each year, the BOCES will provide the Association with a list of the names of those members who belong to the Sick Leave Bank and the total number of days in the bank. Anyone not belonging to the bank may voluntarily fill out and submit an application by October 30th contributing not more than one day to the bank. New employees will have the opportunity to fill out an application to contribute not more than one day within thirty (30) days after commencement of employment. Upon receipt of such application, the employee's individual sick leave will be diminished by one day. In cases of catastrophic, long term, disabling illnesses or accidents, participants who have exhausted their individual sick leave benefits may request days from this bank.

B) Once the bank has been depleted to ten (10) days, a new day must be contributed at this time by all members of the Association who wish to be members of the sick bank.

C) Two (2) members of the Association and two (2) administrators shall jointly administer the bank, acting upon requests and keeping the necessary records.

D) Participation shall be limited to contributing employees.

E) An employee who has used days from the bank shall be eligible to use up to three (3) additional days needed from the bank during the remainder of the school year in which he or she returns. These three (3) days shall not be cumulative and not necessarily related to the catastrophic illness or accident.

F) Employees who have used the sick bank shall not be required to contribute a day of sick leave as a condition of membership if the bank is renewed within the school year of his or her return from a catastrophic illness or accident. Participation must be renewed by October 30th of the following school year for continued membership. Except for emergency reasons; verified by the District Superintendent, paid sick leave shall not be granted when an employee seeks to use sick leave for medical services which are obtainable outside of work hours.

G) Employees may use a maximum number of SICK BANK DAYS during their employment with the BOCES as follows:

Up to and including one (1) year:	0 days
Up to and including two (2) years:	45 days
More than two (2) years:	90 days

Sick leave bank shall be available to employees after one (1) year of service.

11.4 Bereavement Leave

Each employee shall be entitled to up to five (5) days bereavement leave for deaths in the immediate family. As used in this section, "immediate family" shall mean spouses, parents, children, brothers, sisters, grandchildren, grandparents, domestic partner as defined by the Dutchess Educational Health Insurance Consortium (documentation may be required). Up to three (3) days bereavement may be used for mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.

11.5 Child Care Leave

An employee may request a leave of absence for one year, not to exceed two (2) years in duration, for the purpose of raising a natural or adopted child.

11.6 Jury Duty

Any employee who is called for jury duty shall notify the BOCES immediately upon such notice. If the employee is required to serve on jury duty, the employee shall participate in the "on call" system and appear for work on those days when the employee is "on call." Any employee who participates in the on-call program, where possible, shall receive full salary during the period of such service, less an amount equal to the compensation paid to the employee, except for travel and meals. In lieu of a deduction, an employee may pay the amount received for jury duty, less compensation for meals and travel, directly to the BOCES and receive full salary.

ARTICLE 12

INSURANCE BENEFITS

12.1 Hospitalization

A) The BOCES shall pay 85% of the cost of family coverage; individual coverage shall be paid under the percentages listed below, under the two existing health maintenance organizations, or the Alternate DEHIC PPO Plan, or an alternate plan selected by the BOCES providing comparable coverage and benefits, paid through the 125 plan (see §H).

All employees hired before July 1, 2008 will continue to contribute at the rate of 7% of the cost of individual coverage. All employees, hired on or after July 1, 2008, will contribute at the rate of 8% of the cost for individual coverage.

Only full-time staff members are eligible for health insurance benefits, except one current person in an Account Clerk title employed as of July 1, 2007, between .5 and .9 FTE shall remain eligible for health insurance.

No contributions will be made by unit members earning less than \$25,700.00 (monies earned from substituting, longevities, or in-service are not included in base salary for purposes of determining total earnings).

The contribution for unit members first reaching the cap threshold shall be phased in at the rate of 25% of the appropriate contribution for the first year; 50% of the appropriate contribution for the second year; 75% of the appropriate contribution for the third year; and 100% of the appropriate contribution for the fourth year. The contribution is predicated on the maximum DEHIC contribution by BOCES. If the unit member falls below the cap, when the unit member reaches the cap again, he/she will begin the contribution phase-in once again.

B) Participation in this coverage will be determined by the respective plan's eligibility requirements.

C) The BOCES shall continue to pay the percentage of the premium for health insurance set forth in Paragraph A for any full time employee whose position is reduced to .6 or higher by BOCES.

D) Buyout - Any employee who participates in a BOCES health plan and elects to withdraw from said health plan, or anyone who changes from a family to a single coverage shall receive annually the sum of \$2,000.00 if covered by the family plan and \$1,400.00 if covered by the individual plan as a result of this change in coverage. This buyout shall be payable to the employee paid out on a bi-annual basis. In the event that due to "change in life circumstances" such employee finds it necessary to re-subscribe to the original coverage, this will be permitted.

E) Flexible Benefit Plan. A flexible benefit plan has been established by agreement of both parties.

F) Regardless of title, retirees health insurance coverage and premiums will be treated the same as the premium payments for covered staff.

In order to be eligible for retiree health insurance:

1. The employee must retire with ten (10) or more years of continuous service as a BOCES employee immediately preceding retirement from BOCES and have met the eligibility requirements of ERS, and must be actively enrolled in a BOCES plan prior to retirement.
2. The Unit member must notify the District Superintendent in writing of the intent to retire no less than six (6) months prior to the retirement date. Other circumstances, submitted in writing to the District Superintendent, may be taken into consideration.
3. The plans are the existing health maintenance organizations, or the Alternate DEHIC PPO Plan, or an alternate plan selected by the BOCES providing materially identical benefits.

G) The maximum dollar amount to be paid by Dutchess BOCES for the MVP plan or any other alternate plan provided to members or retirees shall not exceed amounts actually paid by the BOCES for participation of a unit member in the DEHIC Alternate PPO.

12.2 Benefit Trust

1. The Dutchess County BOCES Support Staff Association will establish a Benefit Trust at the rate of \$520 per unit member.
2. The benefit trust shall be administered by Trustees appointed by the President of the Association. The benefit trust shall provide adequate fiduciary safeguards.
3. The BOCES shall make payment to the Benefit Trust at the beginning of each month. If the invoice to pay is delayed, it will be paid in the next available warrant.

4. Financial reports, which shall be subject to audit, of the monies shall be made available to the BOCES for periodic review. The Trustee shall forward to the Board copies of the benefit trust's financial report, pursuant to the Agreement and Declaration of Trust.

5. Monies shall be used solely to purchase or to provide benefits to participants of the benefit trust. No fund monies can be used by a participant, or by the fund itself, in any litigation against Dutchess County BOCES.

6. The BOCES shall make payments to the Benefit Trust as per section one (1) above for all eligible unit members (full-time). The Dutchess County BOCES Support Staff Association agrees to permit all central office, administrators, and all confidential managerial personnel to participate in the Benefit Trust.

ARTICLE 13

MILEAGE

13. Compensation for Mileage

Mileage allowance shall be paid to staff members who are authorized by their supervisors to use their personal vehicles for travel when on BOCES' business. Such business shall include conference travel and travel between work sites when required by assignment. When multiple work sites are assigned in the course of a day, mileage will be calculated from the first assigned work site of the day. Mileage from home to the first work site of the day and to home from the last work site of the day is not reimbursable.

Reimbursement for authorized use of an employee's automobile to perform assigned school duties shall be paid at the IRS rate. Claims for each month, except June, must be submitted within five (5) working days after the end of each month. For June, every attempt should be made to

submit claims immediately, AND no later than June 30. It shall be the responsibility of the staff members to file this claim. (A sample of the appropriate claim form is attached as *Appendix B* in the Dutchess County BOCES Handbook.)

Evening travel and weekend travel shall be compensated at the Internal Revenue Service mileage rates computed from either the BOCES center or the home of the unit member, whichever is less.

ARTICLE 14

RETIREMENT

14.1 Compensation For Unused Sick Days

Payout for unused sick days to employees who are retiring from BOCES at no less than the New York State Employees Retirement System minimum age, shall be compensated as follows:

0 to 95 days accumulation	0 no pay out
96 to 125 days accumulation	\$50 per day = \$1,500
126 to 150 days accumulation	\$60 per day = \$1,500
151 to 190 days accumulation	\$70 per day = \$2,800
Total	\$5,800

Employees who retire with 190 days accumulated will receive an additional \$1,500.

14.2 Unused Sick and Personal Days at Retirement

Full-time, non-instructional employees who are retiring, at no less than the New York State Employees Retirement System minimum age, may be compensated for unused sick days and personal days in a manner similar to other full-time (12 month) BOCES employees, or apply such days towards service credit under the ERS Section 41(j).

ARTICLE 15
RESIGNATIONS

15. Irrevocable Nature

Once tendered, resignations shall not be withdrawn or revoked except at the sole discretion of the Board of Education.

ARTICLE 16
COMPENSATION

16.1 Compensation

Salaries shall be paid according to the attached schedules beginning July 1, 2011; however, no retroactive payments shall be made to employees who left BOCES employment prior to the ratification of the Memorandum of Agreement. Any support staff member who has an effective date of employment between February 1 and June 30 will not be moved to the next salary step for the following school year.

16.2 Temporary Compensation

Except in the case of an emergency, when an Association member is assigned to work in a higher paying unit position for more than ten (10) days, said employee shall be compensated at the higher rated salary category.

16.3 Clerical Longevity

As of July 1, 2011, longevity shall be paid according to the attached salary schedules.

A staff member will receive the new longevity when they have completed the required years of service.

One staff member (Senior Program Assistant Schedule 2) will be grandfathered and receive a 10-year longevity, effective July 1, 2007, with eligibility for a 15 and 20-year longevity.

One staff member (Instructional Tech System Specialist) will be grandfathered and receive a 10-year longevity, effective July 1, 2007, with eligibility for a 15 and 20-year longevities.

Support staff who have an effective date of employment between February 1 and June 30 will be eligible for longevity the following July 1.

If BOCES omits longevity, the employee may claim back payment for such omission for the previous school year if they submit such claim, in writing, within 30 school days after the end of such a school year (June 30th end date). After such time, retroactive longevity will not be processed.

Longevities shall be increased to the following amounts:

10 years	\$900.00
15 years	\$900.00
20 years	\$900.00

16.4 Overtime Pay

Overtime for all actual hours worked between the hours of the normal work week and forty (40) hours per week shall be compensated for at the normal hourly rate. If a staff member is on sick leave during the week of overtime, they will not be considered working 40 hours unless they submit a doctor's note. Overtime for all hours worked in excess of forty (40) hours per week shall be compensated for at the rate of time and one-half (1½) the regular hourly rate of pay. Overtime for hours worked on Holidays, Sundays or emergency situations will be at the rate of two (2) times the normal hourly rate. The use of leave accruals shall not count for the purpose of determining eligibility for overtime pay for holidays, Sundays or emergency situations.

The following guidelines will be followed for staff members who participate in snow removal:

Two Hour Delays: Straight time will be paid if the employee works more than an 8-hour day (snow team member can leave earlier in lieu of overtime).

Snow Closing: The regular hourly rate will be paid for time worked in addition to regular salary.

Saturdays: Time and one half will be paid for Saturday hours worked.

Sundays & Holidays Double time will be paid during work on Sundays and holidays.

The above guidelines apply regardless of whether an employee takes a sick day during the work week.

ARTICLE 17

EMPLOYEE ASSISTANCE PROGRAM

17. Employee Assistance Program

The BOCES shall have the right to establish an employee assistance program. Employee participation in the program shall be voluntary.

ARTICLE 18

WORKERS' COMPENSATION

18.1 Workers' Compensation

An employee who is absent due to a workers' compensable injury, as defined in the Workers' Compensation Law, and who is disabled from his/her performance of duties in the BOCES may use his/her accumulated leave during the period of the worker's compensable injury. Any workers' compensation award will be received by the BOCES with the employee receiving credit

ACCOUNT CLERK/ITAC/RECEIVING CLERK

Account Clerk/ITAC/Receiving Clerk - Schedule 1

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
1				
2	31,899			
3	32,368	32,837		
4	32,844	33,320	33,803	
5	34,798	33,810	34,301	34,798
6	35,183	35,568	34,805	35,310
7	35,594	36,006	36,443	35,830
8	36,019	36,443	36,881	37,318
9	38,194	36,908	37,374	37,867
10	38,632	39,069	37,899	38,425
11	39,082	39,532	39,994	38,990
12	39,525	39,969	40,407	40,819
13	39,961	40,396	40,823	41,240
14	40,390	40,820	41,244	41,665
15	40,818	41,245	41,670	42,095

This schedule is eligible for 10, 15 and 20 year longevity.

Longevities

After 10	900	900	900	900
15	900	900	900	900
20	900	900	900	900

Account Clerk/ITAC/Receiving Clerk - Schedule 1A

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
1			30,988	31,298
2			31,298	31,611
3			31,611	31,927
4			31,927	32,246
5			32,246	32,569
6			32,569	32,894
7			32,894	33,223
8			33,223	33,556
9			33,556	33,891
10			33,891	34,230
11			34,230	34,572
12			34,572	34,918
13			34,918	35,267
14			35,267	35,620
15			35,620	35,976

This schedule is eligible for 10, 15 and 20 year longevity.

Longevities

After 10	900	900	900	900
15	900	900	900	900
20	900	900	900	900

Account Clerk/ITAC/Receiving Clerk - Schedule 2

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
15	44,326	44,769	45,217	45,669

This schedule is eligible for 10, 15 and 20 year longevity.

Longevities

After 10	900	900	900	900
15	900	900	900	900
20	900	900	900	900

Account Clerk/ITAC/Receiving Clerk - Schedule 2A

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
14	42,132	42,569	N/A	N/A
15	N/A	N/A	43,484	43,919

This schedule is eligible for 10, 15 and 20 year longevity.

Longevities

After 10	900	900	900	900
15	900	900	900	900
20	900	900	900	900

Account Clerk/ITAC/Receiving Clerk - Schedule 3

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
15	44,537	44,982	45,432	45,887

This schedule is eligible for 10, 15 and 20 year longevity.

Longevities

After 10	900	900	900	900
15	900	900	900	900
20	900	900	900	900

Account Clerk/ITAC/Receiving Clerk - Schedule 3A

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
14	42,569			
15	43,027	43,484	43,919	44,358

Longevities

After 10	900	900	900	900
15	900	900	900	900
20	900	900	900	900

Account Clerk/ITAC/Receiving Clerk - Schedule 4

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
15	48,877	49,366	N/A	N/A

This schedule is eligible for 10, 15 and 20 year longevity.

Longevities

After 10	900	900	900	900
15	900	900	900	900
20	900	900	900	900

Account Clerk - Part-Time - Schedule 1

<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
N/A	17.03	17.03	17.03

Account Clerk - Part-Time - Schedule 2

<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
N/A	N/A	17.50	17.50

Account Clerk/Typist - Part-Time - Schedule 1

<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
15.70	15.70	15.70	15.70

Account Clerk/Typist - Part-Time - Schedule 1

<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
16.70	N/A	N/A	N/A

ACCOUNT CLERK TYPIST/TYPIST/RECEPTIONIST/STENOGRAPHER

Account Clerk Typist/Typist/Receptionist/Stenographer - Schedule 1

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
7	34,037			
8	34,457	34,876		
9	35,716	35,296	35,716	
10	36,555	36,555	36,136	36,555
11	37,394	37,394	37,394	36,984
12	38,234	38,234	38,234	38,234
13	38,654	39,073	39,073	39,073
14	39,074	39,494	39,914	39,914
15	39,487	39,901	40,309	40,704

This schedule is eligible for 10, 15 and 20 year longevity.

Longevities

After 10	900	900	900	900
15	900	900	900	900
20	900	900	900	900

Account Clerk Typist/Typist/Receptionist/Stenographer - Schedule 1A

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
1			28,690	28,690
2			28,833	28,977
3			28,978	29,267
4			29,123	29,413
5			29,268	29,560
6			29,414	29,708
7			29,562	29,856
8			29,709	30,006
9			29,858	30,156
10			30,007	30,306
11			30,157	30,458
12			30,308	30,610
13			30,460	30,763
14			30,612	30,917
15			30,765	31,072

This schedule is eligible for 10, 15 and 20 year longevity.

Longevities

After 10	900	900	900	900
15	900	900	900	900
20	900	900	900	900

Account Clerk Typist/Typist/Receptionist/Stenographer - Schedule 1B

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
5	32,463			
6		33,197		
7			34,037	
8				34,876
9				35,306
10				35,741
11				36,181
12				36,627
13				37,078
14				37,534
15				37,996

Longevities

After 10	900	900	900	900
15	900	900	900	900
20	900	900	900	900

Account Clerk Typist/Typist/Receptionist/Stenographer - Schedule 2

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
15	40,964	40,964	N/A	N/A

Longevities

After 10	900	900	900	900
15	900	900	900	900
20	900	900	900	900

Account Clerk Typist/Typist/Receptionist/Stenographer - Schedule 2A

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
14	39,914			
15		40,704	41,111	41,522

Longevities

After 10	900	900	900	900
15	900	900	900	900
20	900	900	900	900

Account Clerk Typist/Typist/Receptionist/Stenographer - Schedule 2B

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
15	40,704	41,111	41,522	41,937

Longevities

After 10	900	900	900	900
15	900	900	900	900
20	900	900	900	900

Account Clerk Typist/Typist/Receptionist/Stenographer - Schedule 3

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
15	45,179	45,631	46,087	46,548

Longevities

After 10	900	900	900	900
15	900	900	900	900
20	900	900	900	900

Receptionist - Part-Time - Schedule 1

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
1	16.70	16.70	16.70	16.70

Receptionist - Part-Time - Schedule 2

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
1	16.19	16.19	16.19	16.19

Typist - Part Time - Schedule 2

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
1	17.77	17.77	17.77	17.77

Typist - Part Time - Schedule 3

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
1	17.84	17.84	17.84	17.84

CUSTODIAL WORKER/BUS DRIVER/GROUNDSKEEPER/SENIOR CUSTODIAL WORKER

Custodial Worker/Bus Driver/Groundskeeper/Senior Custodial Worker - Schedule 1

Step	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
1				
2				
3				
4	29,036			
5	30,004	30,004		
6	30,893	30,893	30,893	
7	31,342	31,817	31,817	31,817
8	31,797	32,279	32,776	32,776
9	32,258	32,748	33,252	33,772
10	32,727	33,223	33,735	34,262
11	33,202	33,706	34,225	34,760
12	33,684	34,195	34,722	35,265
13	34,173	34,692	35,226	35,777

This schedule is eligible for 10, 15 and 20 year longevity.

Longevities

After 10	900	900	900	900
15	900	900	900	900
20	900	900	900	900

Custodial Worker/Bus Driver/Groundskeeper/Senior Custodial Worker - Schedule 1A

Step	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
1			26,316	26,316
2			26,448	26,579
3			26,646	26,845
4			26,880	27,113
5			27,132	27,385
6			27,395	27,658
7			27,665	27,935
8			27,940	28,214
9			28,218	28,496
10			28,500	28,781
11			28,784	29,069
12			29,072	29,360
13			29,363	29,654

This schedule is eligible for 10, 15 and 20 year longevity.

Longevities

After 10	900	900	900	900
15	900	900	900	900
20	900	900	900	900

Custodial Worker/Bus Driver/Groundskeeper/Senior Custodial Worker - Schedule 1B

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
13	39,932	40,331	40,735	41,142

Longevities

After 10	900	900	900	900
15	900	900	900	900
20	900	900	900	900

Custodial Worker/Bus Driver/Groundskeeper/Senior Custodial Worker - Schedule 1C

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
13	38,037	38,417	38,802	39,190

Longevities

After 10	900	900	900	900
15	900	900	900	900
20	900	900	900	900

Custodial Worker/Bus Driver/Groundskeeper/Senior Custodial Worker - Schedule 1D

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
8	32,776			
9	33,772	33,772		
10	34,274	34,803	34,803	
11	34,783	35,320	35,869	35,869
12	35,300	35,845	36,402	36,935
13	35,825	36,378	36,943	37,484

Longevities

After 10	900	900	900	900
15	900	900	900	900
20	900	900	900	900

Custodial Worker/Bus Driver/Groundskeeper/Senior Custodial Worker - Schedule 2

Phase out due to resignation

Custodial Worker/Bus Driver/Groundskeeper/Senior Custodial Worker - Schedule 3

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
13	41,494	41,909	42,328	42,751

Longevities

After 10	900	900	900	900
15	900	900	900	900
20	900	900	900	900

MAINTENANCE HELPER/PHOTO COPY OPERATOR

Maintenance Helper/Photo Copy Operator - Schedule 1

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
4		31,529		
5			32,456	
6				33,332
7				33,665
8				34,002
9				34,342
10				34,685
11				35,032
12				35,383
13				35,736

This schedule is eligible for 10, 15 and 20 year longevity.

Longevities

After 10	900	900	900	900
15	900	900	900	900
20	900	900	900	900

Maintenance Helper/Photo Copy Operator - Schedule 1A

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
1			28,903	29,192
2			29,193	29,484
3			29,486	29,779
4			29,781	30,077
5			30,079	30,377
6			30,380	30,681
7			30,684	30,988
8			30,991	31,298
9			31,301	31,611
10			31,614	31,927
11			31,930	32,246
12			32,249	32,569
13			32,572	32,894

This schedule is eligible for 10, 15 and 20 year longevity.

Longevities

After 10	900	900	900 ^o	900
15	900	900	900	900
20	900	900	900	900

Maintenance Helper/Photo Copy Operator - Schedule 2

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
13	43,069	43,500	43,935	44,374

This schedule is eligible for 10, 15 and 20 year longevity.

Longevities

After 10	900	900	900	900
15	900	900	900	900
20	900	900	900	900

MAINTENANCE WORKER/BUS DRIVER/OFFSET PRINTER

Maintenance Worker/Bus Driver/Offset Printer - Schedule 1

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
11	38,920			
12	39,449	39,978		
13	39,987	40,525	41,071	41,482

This schedule is eligible for 10, 15 and 20 year longevity.

Longevities

After 10	900	900	900	900
15	900	900	900	900
20	900	900	900	900

Maintenance Worker/Bus Driver/Offset Printer - Schedule 1A

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
1		29,253	29,253	29,253
2			29,399	29,546
3			29,546	29,693
4			29,694	29,842
5			29,842	29,991
6			29,992	30,141
7			30,142	30,292
8			30,292	30,443
9			30,444	30,595
10			30,596	30,748
11			30,749	30,902
12			30,903	31,056
13			31,057	31,212

This schedule is eligible for 10, 15 and 20 year longevity.

Longevities

After 10	900	900	900	900
15	900	900	900	900
20	900	900	900	900

Maintenance Worker/Bus Driver/Offset Printer - Schedule 2

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
13	41,985	42,405	42,829	43,257

Longevities

After 10	900	900	900	900
15	900	900	900	900
20	900	900	900	900

Maintenance Worker/Bus Driver/Offset Printer - Schedule 3

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
13	44,748	45,195	46,059	N/A

Longevities

After 10	900	900	900	900
15	900	900	900	900
20	900	900	900	900

NOTE: Schedule 3 ended effective November 8, 2013. All members on Schedule 3 as of November 9, 2013 are moved to Schedule 3A below:

Maintenance Worker/Bus Driver/Offset Printer - Schedule 3A

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
13	N/A	N/A	50,000	50,000

Longevities

After 10	900	900	900	900
15	900	900	900	900
20	900	900	900	900

PROGRAM ASSISTANT /GRAPHIC AIDE

Program Assistant/Graphic Aide - Schedule 1

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
10		36,671		
11		37,071	37,471	
12		37,471	37,873	38,275
13		37,873	38,275	38,677
14		38,276	38,679	39,083
15		38,681	39,086	39,494

This schedule is eligible for 10, 15 and 20 year longevity.

Longevities

After 10	900	900	900	900
15	900	900	900	900
20	900	900	900	900

Program Assistant/Graphic Aide - Schedule 1A

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
1			30,313	30,616
2			30,611	30,908
3			30,914	31,217
4			31,222	31,529
5			31,533	31,845
6			31,848	32,163
7			32,166	32,485
8			32,488	32,809
9			32,813	33,138
10			33,141	33,469
11			33,472	33,804
12			33,807	34,142
13			34,145	34,483
14			34,486	34,828
15			34,831	35,176

This schedule is eligible for 10, 15 and 20 year longevity.

Longevities

After 10	900	900	900	900
15	900	900	900	900
20	900	900	900	900

Program Assistant/Graphic Aide - Schedule 2

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
9	40,396	N/A	N/A	N/A
10	41,267	42,216	42,638	43,065

This schedule is eligible for 10, 15 and 20 year longevity.

Longevities

After 10	900	900	900	900
15	900	900	900	900
20	900	900	900	900

Program Assistant/Graphic Aide - Schedule 2A

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
10	42,216	42,638	43,065	43,495

Longevities

After 10	900	900	900	900
15	900	900	900	900
20	900	900	900	900

Program Assistant/Graphic Aide - Part-Time

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
1	22.12	22.12	22.12	22.12

SENIOR PROGRAM ASSISTANT

Senior Program Assistant - Schedule 1

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
4	33,853			
5		34,516		
6			35,217	
7				36,020
8				36,422
9		36,821	36,821	36,821
10				37,238
11				37,653
12				38,073
13				38,497
14				38,926
15				39,360

This schedule is eligible for 10, 15 and 20 year longevity.

Longevities

After 10	900	900	900	900
15	900	900	900	900
20	900	900	900	900

Senior Program Assistant/Senior Account Clerk - Schedule 1A

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
1	31,937	32,244	32,551	32,861
2	32,241	32,551	32,863	33,179
3	32,548	32,861	33,176	33,497
4	32,861	33,176	33,495	33,819
5	33,176	33,495	33,816	34,144
6	33,494	33,816	34,141	34,472
7	33,816	34,141	34,469	34,802
8	34,141	34,469	34,800	35,137
9	34,468	34,800	35,134	35,474
10	34,799	35,134	35,471	35,814
11	35,133	35,471	35,812	36,158
12	35,471	35,812	36,155	36,505
13	35,811	36,155	36,502	36,856
14	36,155	36,502	36,853	37,210
15	36,502	36,853	37,207	37,567

This schedule is eligible for 10, 15 and 20 year longevity.

Longevities

After 10	900	900	900	900
15	900	900	900	900
20	900	900	900	900

Senior Program Assistant - Schedule 1B

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
11		39,226	N/A	N/A
12			39,618	N/A
13				40,014
14				40,415
15				40,819

This schedule is eligible for 10, 15 and 20 year longevity.

Longevities

After 10	900	900	900	900
15	900	900	900	900
20	900	900	900	900

Senior Program Assistant - Schedule 2

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
9	42,497	N/A	N/A	N/A
10	43,407	44,316	44,759	45,207

This schedule is eligible for 10, 15 and 20 year longevity.

Longevities

After 10	900	900	900	900
15	900	900	900	900
20	900	900	900	900

Senior Program Assistant - Schedule 2A

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
10	44,316	44,759	45,207	45,659

This schedule is eligible for 10, 15 and 20 year longevity.

Longevities

After 10	900	900	900	900
15	900	900	900	900
20	900	900	900	900

Senior Program Assistant - Schedule 3

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
12	54,753	55,301	N/A	N/A

This schedule has no longevities. Longevities are built into salary.

Senior Program Assistant - Part Time

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
1	17.72	17.72	17.72	17.72

SHARED MAINTENANCE

Shared Maintenance - Schedule 1

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
7	46,767			
8	47,195	47,622		
9	47,646	48,098	48,574	49,060

This schedule is eligible for 10 and 15 year longevity.

Longevities

After 10	900	900	900	900
15	900	900	900	900

Shared Maintenance - Schedule 1A

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
1			40,151	40,151
2			40,352	40,553
3			40,655	40,958
4			41,011	41,368
5			41,396	41,781
6			41,798	42,199
7			42,209	42,621
8			42,628	43,047
9			43,053	43,478

This schedule is eligible for 10 and 15 year longevity.

Longevities

After 10	900	900	900	900
15	900	900	900	900

Shared Maintenance - Schedule 2

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
7	47,203			
8		48,147		
9			49,110	49,601

This schedule is eligible for 10 and 15 year longevity.

Longevities

After 10	900	900	900	900
15	900	900	900	900

Shared Maintenance - Schedule 3

<u>Step</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
9	56,223	56,785	57,353	57,927

This schedule is eligible for 15 year longevity only. All others built into salary.

Longevities

After 10	900	900	900	900
15	900	900	900	900

BUS DRIVER

Bus Driver - Schedule 1

<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
20.19	20.19	20.19	20.19

Bus Driver - Schedule 2

<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
21.19	21.19	21.19	21.19

COURIER

Courier - Schedule 2

<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
14.12	14.42	14.72	15.02

Courier - Schedule 3

<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
16.18	16.48	N/A	N/A

Courier - Schedule 4

<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
N/A	N/A	13.82	14.12

FOOD SERVICE HELPERS

Food Service Helpers - Entry Level 1

<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
10.50	N/A	N/A	N/A

Food Service Helpers - Entry Level 3

<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
10.30	10.60	10.90	11.20

Food Service Helpers - Schedule 3

<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
12.03	12.33	12.63	12.93

Food Service Helpers - Schedule 4

<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
15.48	15.78	16.08	16.38

PUBLIC INFORMATION OFFICERS - PART-TIME

<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
30.00	30.00	30.00	30.00

YOUTH AIDES

Youth Aide I

<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
20.69	20.69	20.90	21.11

Youth Aide II

Youth Aide II - Schedule 1

<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
15.90	15.90	16.06	16.22

Youth Aide II - Schedule 2

<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
16.65	16.65	16.82	16.98

Youth Aide II - Schedule 3

<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
17.43	17.43	17.60	17.78

Youth Aide II - Schedule 4

<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
18.25	18.25	18.43	18.62

Youth Aide II - Schedule 5

<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
19.90	19.90	20.10	20.30

NOTE: Youth Aide Schedule 6, 7 & 8 phased out due to resignations

Youth Aide II - Schedule 9

<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
15.55	15.55	15.71	15.86

Youth Aide II - Schedule 10

<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
15.20	15.20	15.35	15.51

Youth Aide II - Schedule 11

<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
14.90	14.90	15.05	15.20

OTHER SALARY SCHEDULES

	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
Accountant **	58,934	59,523	60,118	60,719
EAP Counselor	31.00/hr	31.00/hr	31.00/hr	31.00/hr
Financial Aid Officer	56,652	57,219	57,791	58,369
Head Maintenance Mechanic	72,000	72,000	72,720	73,447
Inst. System Research Spec. - Tech I	68,553	69,239	69,931	70,630
Inst. System Research Spec. - Tech I	73,123	73,123	N/A	N/A
Inst. System Research Spec. - Tech I	94,573	95,519	95,519	95,519
Inst. Tech. Support Asst.	42,654	43,081	43,511	43,946
Microcomputer System Spec.	N/A	N/A	35,000	35,350
Microcomputer System Spec.	N/A	35,000	35,350	35,704
Microcomputer System Spec.	38,574	38,960	N/A	N/A
Microcomputer System Spec.	40,923	41,332	N/A	N/A
Microcomputer System Spec.	41,776	42,194	42,616	43,042
Microcomputer System Spec.	42,110	42,531	N/A	N/A
Microcomputer System Spec.	46,058	46,519	46,984	47,454
Microcomputer System Spec.	57,668	58,245	58,827	59,415
Microcomputer System Spec./Part-Time	19.70/hr.	19.70/hr.	19.70/hr.	19.70/hr.
Microcomputer/Network Supp. Spec.	N/A	50,000	50,500	51,005
Network Anaylst	N/A	54,111	54,652	55,198
Secretary to Adult Ed. Admin.	47,826	48,304	48,787	49,275
Secretary to Coordinator of Data Services	52,703	53,230	53,762	54,300
Special Projects Assistant	52,015	52,535	53,061	53,591
Transportation Broker	55,132	55,683	56,240	56,803
Web Support Specialist	50,000	50,500	51,005	51,515

These titles are eligible for 10, 15 and 20 year longevity with the exception of Accountant and Jr. Accountant

After 10	900	900	900	900
After 15	900	900	900	900
After 20	900	900	900	900

** Person currently in the position of Accountant does not receive longevities. Built into the salary.

for loss of sick leave. This credit will be compiled to the nearest day by dividing the reimbursement received from the Workers Compensation carrier by the employee's daily rate of compensation.

ARTICLE 19

DURATION

19.1 Effective Date

This Agreement shall be effective as of July 1, 2011, and shall continue in effect through June 30, 2015.

19.2 Entire Agreement

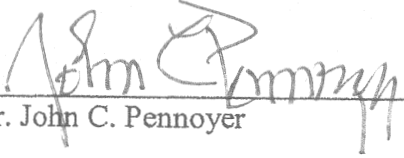
The Association agrees that all negotiable items have been discussed during the negotiations leading to this Agreement. The Association agrees that negotiations will not be reopened on any items during the life of this Agreement. Any BOCES policies unaltered or unchanged by the language of this Agreement shall remain in force, and it shall be the prerogative of the BOCES to initiate and adopt new policies not affecting or changing matters contained in this Agreement.

19.3 Ratification .

This Agreement was duly ratified by the Dutchess County BOCES Support Staff Association and the Dutchess County BOCES Board of Cooperative Educational Services and that ratification is indicated by the presence of the signatures below.

DUTCHESS COUNTY BOARD
OF COOPERATIVE EDUCATIONAL
SERVICES

BY:


Dr. John C. Pennoyer

DUTCHESS COUNTY BOCES
SUPPORT STAFF ASSOCIATION

BY:


James Keener

AGREEMENT

BETWEEN

DUTCHESS COUNTY

BOARD OF COOPERATIVE EDUCATIONAL SERVICES

AND

DUTCHESS COUNTY

BOARD OF COOPERATIVE EDUCATIONAL SERVICES

FACULTY ASSOCIATION

JULY 1, 2010 - JUNE 30, 2015

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SECTION I - GENERAL

PREAMBLE

This document is an agreement between the Dutchess County Board of Cooperative Educational Services, hereinafter referred to as the BOCES, and Dutchess County Board of Cooperative Educational Services Faculty Association, hereinafter referred to as the Association, over the terms and conditions of employment of the members of the negotiating unit defined in Article I.

The BOCES and the Association agree that the primary function of the BOCES and its professional staff is to assure each student attending the BOCES classes the highest level of educational opportunity. The BOCES and the Association agree that teaching is a profession and agree that the BOCES educational program includes consideration of the quality and morale of the staff.

ARTICLE I - REQUISITES

A. RECOGNITION

The Dutchess County Board of Cooperative Educational Services has recognized the Dutchess County Board of Cooperative Educational Services Faculty Association, hereinafter referred to as the Association, as the exclusive bargaining agent for the negotiating unit defined as "all teachers, psychologists, school guidance counselors, school social workers, school nurse teachers, registered nurses, physical therapists, occupational therapists, school librarians, teaching assistants, teaching assistants for crisis intervention, teaching assistants for health occupations, interpreters, teacher aides, regular part time, excluding all supervisory personnel, interns and coordinators, and per diem personnel."

B. PERIOD OF UNCHALLENGED REPRESENTATION STATUS

The BOCES shall negotiate only with the Association on matters properly subject to collective bargaining for that time which the Association represents the unit members. Such recognition shall be continuous unless challenged.

C. LEGISLATIVE APPROVAL

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

D. PRIOR POLICY

This agreement shall supersede any rules or regulations or practices of BOCES which shall

be contrary to or inconsistent with its terms. The provisions of this agreement shall be incorporated into and considered part of the established policies of the BOCES.

E. SAVING CLAUSE

If any provision of this agreement shall be found to be contrary to law all other provisions of this contract will continue in full force and effect.

F. COPIES OF THE CONTRACT

BOCES shall provide copies of this agreement to all members of the unit and copies to the Association as heretofore granted.

G. DEFINITIONS:

1. Administrator shall be interpreted to be any person holding supervisory authority.
2. Immediate Supervisor shall be that administrator designated by the administration to whom the unit members are directly responsible for the particular assignment. Unit members shall be advised of their immediate supervisor.
3. Shared Teacher shall mean any employee whose services are contracted by component districts on a shared basis.
4. Teacher shall be anyone covered by Commissioner's Regulations.

H. DIRECTORY

The BOCES shall furnish the Association with the current names, home addresses and school locations of all BOCES personnel before October 1 of the school year.

I. NEGOTIATION MEETINGS

In the event that the BOCES requests that negotiations be held during regularly scheduled class hours, persons required to be present at such negotiations as part of the Association's negotiating team shall suffer no loss of pay by attendance at such negotiations.

J. BOARD AGENDA AND MEETING MINUTES

Copies of the Board agenda and meeting minutes shall be provided to the President of the Faculty Association.

K. VOLUNTARY TRANSFERS

1. Unit members employed by BOCES shall be given an opportunity to apply for other employment opportunities available in BOCES as soon as vacancies occur or resignations are approved by the BOCES. The District Superintendent shall publish and post a list and make that list available in the central office of the administration. At the same time, copies of that list also shall be forwarded to the unit members through their duly recognized representative.
2. No later than ten (10) days after posting, unit members may file applications for reassignment or transfer to positions listed on the list of vacancies.
3. The BOCES shall consider requests for reassignment or transfer before new assignments of new unit members are made. However, when the needs of the education system dictate otherwise, such new assignments may be made.
4. Unit members who desire a change in area and/or position or who desire to be transferred to another school building shall file a written statement of such desire with their immediate supervisor. Copies of such application shall be filed with the next highest person in the administration and with the District Superintendent. Such application shall be made no later than May 10. Applications shall include a specific description of the change desired by the unit member.
5. As soon as practical, and under normal circumstances, not later than one (1) week prior to the close of school, the District Superintendent shall post in appropriate places and make available to the Association a list showing the names and specific area assignments of all persons who have been reassigned or transferred.
6. In the determination of requests for voluntary assignments or transfers, the convenience and wishes of individual unit members will be honored to the extent that they do not conflict with the instructional requirements and the best interests of the school system. If more than one (1) 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 BOCES system shall usually control.
7. Vacancies that occur during the summer will be communicated to the Association by the BOCES. Posting timelines included in the Voluntary Transfer section shall be subject to the posting timelines detailed in the Employment Opportunities Within the BOCES section for the period August 1 to opening day.

L. INVOLUNTARY TRANSFER

1. Notice of an involuntary transfer or reassignment shall be given to unit members as soon as practical, and where possible, not later than thirty (30) days before such transfer.

2. When involuntary transfer or reassignment is necessary, volunteers who apply will be considered. A unit member's area of competence, major and/or minor field of study, quality of 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.
3. An involuntary transfer or reassignment will be made only after a meeting between the unit member involved and the District Superintendent, or his designee, at which time the unit member will be notified of the reasons therefore.
4. In cases where multiple openings are available, unit members shall be given an opportunity to submit to BOCES the order of preference they desire in transfer. Where more than one (1) such unit member applies, those best qualified for a particular position shall receive priority, and qualifications being substantially equal, seniority in the BOCES system shall control.
5. Unit members who transfer within the BOCES system will not suffer any loss of salary step or tenure, as covered by law.
6. 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 member shall be notified of any change in their schedules as soon as possible.
7. This provision shall not be exempt from the grievance procedure.

M. EMPLOYMENT OPPORTUNITIES WITHIN THE BOCES

1. The BOCES shall post notices in each BOCES center of all openings in professional positions. The BOCES shall provide the Association with sufficient copies of the notices so that unit members outside the BOCES centers may be informed of the openings. Unit members shall be allowed up to ten (10) days to apply for any posted openings. Applications shall be made in writing to the District Superintendent, or his designee, within the time limits specified in the notice. Vacancies will be filled on the basis of qualifications for the vacant post. In the event that vacancies occur during the summer vacation, a notice shall be forwarded to the Association for dissemination to its members, and unit members shall be allowed reasonable time to apply for any posted openings, not less than fifteen (15) days.
2. The job title, location, minimum certification requirements and grade level or age of the students shall be included with all notices of openings in professional positions.

3. The posting timeline requirements in this article and the Transfer Article are eliminated during the period August 1 through opening day of each year. All applications for transfers received prior to August 1st shall be considered.
4. A locked bulletin board containing current postings and employment opportunities will be placed in the main offices of the Salt Point Center and the Career and Technical Institute.

N. SENIORITY

1. When unit members within the same seniority area are appointed by the BOCES Board on different Board meeting dates, with the same effective dates of employment, the earliest date of action by the BOCES Board will govern the placement of these unit members on a seniority list.
2. When unit members within the same seniority area are appointed by the BOCES Board on the same date, with the same effective date of employment, with separate resolutions of appointment, the order of the resolutions will govern the placement of these unit members on a seniority list.
3. When unit members within the same seniority area are appointed by the BOCES Board on the same date, with the same effective date of employment, with a group resolution of appointment, the order of listing within the resolution will govern the placement of these unit members on a seniority list.
4. This agreement supersedes any previous agreements, understandings and past practices and constitutes the full understanding of both parties.

O. UNIT MEMBER FILES

1. No material other than that of a routine financial nature or that used in the hiring process shall be placed in the file unless the unit member has had an opportunity to read the material. In any case of inspection by a member of the bargaining unit, an administrator or an administrator's designee shall be present.
2. The unit members shall have a reasonable opportunity to acknowledge that they have read such material by affixing their signatures on the actual copy to be filed with the understanding that such signatures merely signifies that they have read the material to be filed. Such signatures do not necessarily indicate agreement with its content. The unit members shall have the opportunity to make a written statement to be permanently attached thereto in response to any material placed in their file.

3. Upon request, unit members will be given access to their files without undue delay. No unit member shall be shown confidential recommendations received from sources outside of the school at the time of appointment.
4. A unit member may copy any material found in his/her file.

P. HANDBOOK AND ESSENTIAL FORMS

A handbook shall be distributed to all unit members by BOCES on orientation day. The handbook shall not supersede this agreement. Essential forms (personal leave, conference leave, dental forms, etc.) shall be made available at the Salt Point Buildings. All unit members assigned exclusively to component schools shall be given a supply of such forms at the beginning of each school year.

Q. USE OF SCHOOL FACILITIES

1. There shall be one bulletin board in each school building which shall be placed in the Staff and Faculty Room or some other convenient location selected by the Administration for the use of professional personnel.
2. The Association building representative shall have the right to schedule Association meetings before report-in time or after departure of the children.
3. The Association shall have the use of school buildings without cost and reasonable times of any day or evening for its meeting or other business provided that its use will not conflict with other events and provided further, that the Association obtains approval for such use prior to its occurrence.
4. The Association may also use BOCES equipment provided that prior approval has been granted on due notice.
5. The Association shall have the use of school mailboxes for communications with its members.

R. REIMBURSEMENT FOR USE OF AUTOMOBILE

1. The travel of the unit member from the unit member's home to the first place of employment daily shall be the obligation of the unit member. Travel of the unit member from the first place of employment to any other location during the school day shall be compensated at regular mileage rates. Evening travel and weekend travel shall be compensated at regular mileage rates computed from either the BOCES center or the home of the unit member, whichever is less. Reimbursement for authorized use of unit member's automobile to perform assigned school duties shall be made at the IRS mileage deduction rate. All claims for travel reimbursement shall be submitted on forms provided

by the Board.

2. All shared personnel shall be informed, in writing, at the beginning of the school year of the procedure and computation of all mileage on which payments are based.

S. DUES DEDUCTION

1. The BOCES agrees to the deduction of dues from the salaries of association members for the Association, the New York State United Teachers (NYSUT), the National Education Association, or any one or any combination of such associations, as said professional personnel, in writing, individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such Association. Written authorization shall be made prior to November 1st of each year on forms provided by the Board. The deductions will be made from each pay check beginning with the first pay period after November 1st.
2. A dues deduction authorization shall remain in effect continuously until cancelled by the unit member.

T. ORIENTATION DAY

The President of the Association or representative may meet with the District Superintendent or designee during August of each year to discuss arrangements for orientation day.

U. ADMINISTRATIVE - FACULTY LIAISON COMMITTEE

A committee composed of faculty representatives shall meet with the individual Program Director and other administrators as selected by the Program Director once each month for the purpose of discussing problems of mutual interest. The time and place of meetings shall be the decision of each committee and shall be set by mutual consent.

V. DISTRICT SUPERINTENDENT'S LIAISON COMMITTEE

There will be at least two (2) meetings a year of the District Superintendent or designees with the executive committee of the Association. The Association will request a meeting at least two (2) weeks in advance and an agenda will be provided one (1) week in advance. Both parties may mutually agree to hold additional meetings.

W. ASSOCIATION LEAVE

The President or designee of the Dutchess BOCES Faculty Association shall be allowed eight (8) days each contract year to attend to Association business subject to the approval of the District Superintendent.

X. PAYROLL CHECKS

1. All persons on a ten month salary schedule will have the option of being paid by the BOCES in either twenty six (26) equal bi-weekly installments or twenty-two (22) equal bi-weekly installments during the school year. Those electing twelve (12) month basis shall receive pay accruing to them during July and August on the last pay day in June. The last paycheck shall be subject to whatever adjustments are necessary to provide for compliance with the salary schedule.
2. In the event that a unit member has been granted permission to leave before the final pay day, the remaining salary due will be paid upon request at the time of departure, where this is possible.

Y. DISCIPLINE

1. A Discipline Committee will be made up of two (2) Association representatives appointed by the Association and two (2) Administration representatives to recommend a discipline procedure for the BOCES. This procedure shall be concurrent with legal responsibilities and the needs of the educational environment.
2. A teacher may send a student from class to the immediate supervisor when the gravity of the offense, the persistence of the misbehavior or the disruptiveness of the violation makes continued presence of the student in the classroom intolerable. The Program Director will designate the person to be contacted in the event that the immediate supervisor is unavailable. In such cases, teachers will furnish the supervisor as promptly as their teaching obligations will allow the full particulars of the situation. The supervisor shall take appropriate steps to insure that the student's subsequent return to the class is conditioned upon recognition that further classroom disruption may involve further exclusion from the class. BOCES shall give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.
3. Suspension of students from school may be imposed only by the District Superintendent or his duly designated representative and may result from such action and recommendation taken by a teacher.
4. BOCES shall endeavor to achieve correction of such students through counseling and interviews with the student's parents where necessary.
5. Any case of assault upon unit members in the performance of their duties shall be promptly reported to the District Superintendent through the unit member's immediate supervisor and the District Superintendent shall respond to the unit member with regard to any such report.

Z. FLEXIBLE BENEFIT PLAN

A flexible benefit plan has been established by agreement of both parties.

AA. CALENDAR VARIATIONS

1. The BOCES will use its best efforts to assure that no unit member will suffer because of variations in the calendars of component districts.
2. It is the intention of BOCES that shared unit members in component districts will be required to work the same number of days as BOCES unit members in the BOCES complex or BOCES administered locations. Shared unit members assigned to buildings in component districts shall follow the teaching calendar of those districts.
3. The Association may submit to the BOCES its suggestions concerning the school calendar. The District Superintendent shall consider such suggestions in finalizing the calendar.
4. In addition to the regularly scheduled work year, two days will be committed during the work year for staff development. In years in which staff would be required to attend more than 185 days because of the absence of emergency closings, the BOCES agrees that excess days above 185 will be added to either the Spring recess or other available non-school time to ensure that the number of days of actual attendance will not exceed 185.

AB. COMMITTEE REPORTS

1. Reports of all committees named in this contract shall be submitted to the Faculty Association.
2. The District Superintendent shall communicate to the Association the status of any joint committee reports submitted to the Board.

AC. SUBSTITUTES

Substitute call-in shall be made by all staff, in case of absence, to the Automated Sub-Calling Service or as otherwise indicated by supervisor. The BOCES will use their best efforts to secure substitutes. Substitutes will be obtained for those categories of staff previously replaced by substitutes and except in emergency situations persons in professional situations and in specialist situations will not fill in for other absent staff.

AD. ADULT EDUCATION

Where Adult Education courses are to be opened, qualified personnel in the BOCES shall be given an opportunity to apply for teaching positions before outside personnel are selected.

AE. EVENING MEETINGS

1. Unit members shall not be required to attend more than three (3) evening meetings each academic year for open house.
2. Attendance at any other evening meetings, such as PTA, shall be at the option of the individual unit member, except that new personnel may be required to attend additional orientation sessions.

AF. STAFF FACILITIES

1. Adequately heated, lighted and ventilated staff lavatories shall be provided in all BOCES facilities where possible.
2. A public telephone shall be made available to the staff in all BOCES locations or provision shall be made for no-charge, local telephone conversation by unit members during non-duty hours.

ARTICLE II - RIGHTS AND RESPONSIBILITIES

A. INDIVIDUAL FREEDOM

The private, personal life of a unit member is not within the appropriate concern of attention of the BOCES or Administration, except where it interferes with the unit member's responsibilities.

ARTICLE III - GRIEVANCE PROCEDURE

A grievance shall mean any complaint by any unit member or group of unit members covered by the contract based on an alleged violation, misinterpretation or inequitable application of any of the terms and conditions of this contract.

No grievance will be entertained as described below unless filed at the first step within eleven (11) school days after the occurrence of the act or conditions on which the grievance is based.

A. STEP ONE

1. All grievances must be filed with the unit member's Supervisor and Division Administrator. All Step One grievances must be signed by the person filing the grievance and the President or the designee of the Faculty Association.

2. A hearing shall be granted within seven (7) school days after the date the grievance was filed. Any unit member shall have Association representation at any step. A copy of the decision made by the Program Director shall be forwarded to the person filing the grievance and to the Association within seven (7) school days of the hearing.

B. STEP TWO

1. In the event that a grievant is not satisfied with the resolution of the grievance at the first step, the grievant may appeal within seven (7) school days of receipt of the resolution to the District Superintendent.
2. The District Superintendent or designee shall grant a hearing on the appeal within seven (7) school days of the receipt of the appeal. Any unit member may have Association representation. Following the hearing the District Superintendent or designee shall have seven (7) school days to act upon the grievance. The disposition of the grievance shall be in writing and copies shall be submitted to the grievant, the Association and BOCES.

C. STEP THREE

Appeals from the decision by the District Superintendent or designee in Step Two shall be filed in writing with the Board of Cooperative Educational Services within seven (7) days of its receipt by the grievant. It shall be filed with the Clerk of the Board. The BOCES or its designated subcommittee will hear the grievance within fifteen (15) school days of its receipt. The grievant, a representative of the Association, and other parties designated by the District Superintendent as necessary to the matter shall be present at the hearing. Within seven (7) school days after the hearing the BOCES shall tender its decision and finding. Copies of this decision shall be submitted to all persons involved at previous steps.

D. ALTERNATE PROCEDURE TO STEP THREE

If the BOCES and the BOCES Faculty Association by mutual agreement so state, the Association may, within ten (10) school days of receipt of the decision of the District Superintendent or designee at Step Two, submit the grievance to arbitration by sending a written request to the American Arbitration Association and submitting a copy of such request to the BOCES.

E. ARBITRATION

1. Any grievance that has not been resolved in Step Three of this procedure or at Step Two, if alternate procedure is agreed to, may be submitted to arbitration by the BOCES or the Association, but not by an individual or group of unit members.

2. All demands for arbitration shall be filed pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association within ten (10) working days of the second step or BOCES' decision, if the alternate procedure has been agreed to. Copies of the demands for arbitration shall be forwarded to the opposing party. All demands for arbitration shall be filed with:

- | | |
|----------------------|----------------------|
| (a) Susan MacKenzie | (c) Jeffrey Selchick |
| (b) Martin Scheinman | (d) Thomas Rinaldo |

in order of availability. The arbitrator shall immediately schedule a hearing. In the event these arbitrators are unable to serve, the following rules shall apply: the Board and the Association, or a duly authorized representative of each, will together select the Arbitrator from the lists submitted by the American Arbitration Association, within the time designated by that Association. The decision of the Arbitrator shall be final and binding.

3. The cost of any arbitration shall be divided equally between the BOCES and the Association.
4. Failure of any party to participate, at any step, shall not delay the disposition of any grievance.

ARTICLE IV - WORKER'S COMPENSATION

- A. A unit member injured in the course of their employment who are adjudged entitled to Worker's Compensation shall return to the BOCES any benefits paid under Worker's Compensation for loss of wages limited to the accumulated sick time held by the individual employee. The unit member shall be entitled to receive full sick leave pay and shall return such Worker's Compensation to BOCES. Unit members shall be entitled to retain any scheduled awards received at any time and shall also be entitled to retain any benefits paid under Worker's Compensation for losses of wages during the time in which sick leave is not granted.
- B. Once accumulated sick leave has been exhausted, the unit member shall retain all monies awarded. Unit members using sick leave bank time shall not be eligible for such retention until they have exhausted their rights to the bank.
- C. Days absent due to injuries sustained during the course of employment will not be charged against the unit member's accumulated sick leave credits.

ARTICLE V - SICK LEAVE BANK

- A. The sick leave bank shall continue with the contribution of an equal number of days from the Faculty Association and the BOCES. Full time unit members electing to participate in such a bank shall submit to the BOCES a waiver of no more than one (1) day of accumulated sick leave. The BOCES Faculty Association shall contribute no more days than the number of full time unit members employed by the BOCES. The number contributed shall be matched by the BOCES. All full time unit members shall be eligible to participate but full time unit members not electing to waive time shall not be eligible to receive time from the sick leave bank. The bank shall be administered by a committee of two (2) Administrators appointed by the District Superintendent and two (2) unit members appointed by the Faculty Association who shall act upon withdrawals. Withdrawals from the bank shall be limited to full time unit members who are involved in catastrophic illnesses or accidents and who have exhausted their sick leave time.
- B. The bank shall be renewable once all days contributed have been used. The renewal shall be subject to the terms set forth above.

ARTICLE VI - INSURANCE

A. HEALTH INSURANCE

1. Family health insurance premium payments shall be paid on an 85% 15% sharing basis. The BOCES shall pay 85% of the premium of DEHIC health insurance and 15% of the premium will be deducted from unit members salaries.

Effective July 1, 2012, individual health insurance premium payments shall be paid on a 93% 7% sharing basis. The BOCES shall pay 93% of the premium of DEHIC health insurance and 7% of the premium will be deducted from unit members' salaries.

Effective September 1, 2002 all unit members participating in the DEHIC Plan shall only be covered by the Alternate DEHIC PPO Plan.

2. Effective July 1, 2006, no contributions will be made by unit members earning less than \$27,500 (monies earned from substituting, longevities, or in-service are not included in base salary for purposes of determining total earnings).

The contribution for unit members first reaching the cap threshold shall be phased in as follows:

<u>Family Plan</u>	
\$27,500 – 29,148	1%
\$29,149 – 29,999	3%
\$30,000>	15%

Individual Plan

\$27,500 – 29,148	1%
\$29,149 – 29,999	3%
\$30,000>	5%

3. Effective July 1, 2012, health insurance contributions for School Related Professionals shall be as follows (monies earned from substituting, or longevities are not included in base salary for purposes of determining total earnings):

<u>Salary</u>	<u>Family</u>	<u>Individual</u>
0-\$27,499	1%	1%
\$27,500-\$29,148	2%	2%
\$29,149-\$30,999	4%	4%
\$31,000 or greater	15%	7%

The contribution is predicated on the maximum DEHIC contribution by BOCES

4. Regardless of title, retirees health insurance coverage and premiums will be treated the same as the premium payments for covered staff.
5. No new member of the unit employed on or after September 1, 2006, shall be eligible for health insurance in retirement, unless they have completed a minimum of ten (10) consecutive years of service within this unit at the time of retirement.
6. BOCES shall be obligated to pay health insurance premiums for HMO's; however the obligation to pay shall not exceed the BOCES dollar commitment (sharing ratio in #1 above) for the individual or family plan under the Alternate DEHIC PPO health insurance premium. The employee will be responsible for the balance of such premium.
7. Health insurance coverage shall be extended to domestic partners subject to the limitations and restrictions and eligibility requirements provided by the Dutchess Employees Health Insurance Consortium.

B. HEALTH INSURANCE BUYOUT

1. For those persons presently employed who participated in a BOCES health insurance plan on October 1, 1990, and those who are employed after that date and elect a BOCES health insurance plan within a twelve (12) month period, and who participate in such a plan for 12 months, and who may be eligible to be covered by a health insurance policy from another source may elect to terminate coverage under the health insurance plan(s) established by the BOCES.

2. Effective July 1, 2012, BFA members will be eligible to sign up for the health insurance buyout during the month of May subsequent to their hire date or any May thereafter. BFA members will not be required to sign up for health insurance benefits for one year in order to be eligible for the health insurance buyout. Election to discontinue medical coverage shall be at the unit member's option and shall require that the unit member provide written documentation that they have coverage under another plan. Upon such showing, the unit member shall be allowed to withdraw from the BOCES plan and receive a cash payment as provided in the annual buyout schedule as follows:

Number of members participating	Family	or	Individual
0-15	\$2000		\$1200
16-25	\$3000		\$1500
26 or above	\$4000		\$2000

The cash payments, in lieu of health insurance coverage, will be made in two (2) installments. The first installment will be paid by separate check in January of the school year of withdrawal. The second installment will be paid by separate check together with the last paycheck in June. These payments will be made each year that the unit member remains withdrawn from health insurance. However, each year will require a new and separate written showing of coverage under another plan.

3. Applications must be submitted no later than June 1st of any year preceding the July 1st commencement of the BOCES fiscal year.
4. The buy-out plan will begin July 1, 1991.
5. Any member of the unit who has withdrawn from the health insurance plan may re-enter the health insurance plan in the case of involuntary termination of the substitute or second plan. In such cases the unit member may only receive a pro rata payment for the period of time of withdrawal measured from July 1st of each school year. Health insurance on re-entry will become effective at the earliest date after receipt of written notification as permitted under the rules of the BOCES health insurance plan. A unit member may only re-enter the plan because of severe hardship which causes the substitute or second plan to terminate defined as follows: death of a spouse, loss of spouse's employment or loss of spouse's medical insurance coverage over which they did not have control.
6. Unit members excessed prior to June 1st and recalled for employment on September 1 of the next school year may participate in the buy-out option. All other parameters of the BFA buy-out option remain in force for these unit members.

C. DENTAL PLAN CONTRIBUTIONS

1. The BOCES maximum annual contribution towards the dental plan will be \$520.00 per qualified participant Any monies not expended in the dental plan contribution for each year shall be carried over from year to year.
2. All full-time unit members shall be included in the plan.
3. The dental plan will be jointly selected by the BOCES Faculty Association and BOCES.

ARTICLE VII - HOURS

- A. All full-time unit members work day shall be seven (7) hours in length. The starting and ending time shall be posted for each BOCES facility by the close of school on the 1st Friday of the school year.
- B. It is understood, however, that variations in the times of operation of BOCES programs located in component schools may be necessary due to student arrivals and departures. Every effort will be made to achieve equality in the time devoted to performance of duties of BOCES unit members in such assignments.
- C. The District Superintendent, or designee, may allow unit members to leave their work stations at earlier times upon approval.
- D. On Friday afternoon and afternoons before holidays, unit members may leave after their children have departed from the building.
- E. The work day for social workers, psychologists and guidance counselors shall be the same as for teachers. Extra hours for paperwork, visitations, etc. shall be worked as required.
- F. Unit members shall have a guaranteed minimum of thirty (30) minutes per day for a free uninterrupted lunch period.
- G. The following shall apply to Health Occupations Teachers teaching adult LPN students:
 1. Clock hours shall be defined as a period of time consisting of: a 50- to 60-minute class, lecture or recitation in a 60 minute period with the equivalent of a 10-minute break built into every hour; a 50- to 60-minute faculty-supervised laboratory, shop training or internship in a 60-minute period with the equivalent of a 10-minute break built into every hour; or sixty minutes of preparation in a correspondence course.
 2. All Health Occupations Teachers shall stay until 3:10 pm, including days before a holiday and Fridays unless the ten minute break is scheduled at the end of the 60-minute period.

3. With regard to regulation CFR 600.2, Dutchess BOCES adheres to a 60-minute clock hour, which includes a 10-minute break.
4. Adult Health Occupations Teachers: 30 minutes of prep daily.
5. BFA High School Instructors: 62 minutes of prep daily.
6. Make-up Hours for reimbursement for adult LPN Instructors: 32 minutes daily x 183 = 5,856 minutes/60 = 97.6 hours.
7. 97.6 hours x \$20 = \$1,952 per adult instructor. This amount will be increased by the percent approved above STEP for each year of the contract.
8. During the 2010/11 school year and thereafter, all full time Health Occupations Teachers will receive a stipend and all part-time employees will have their amount pro-rated on the amount in accordance with their assignments. The stipend shall be as follows:

2010-2011	\$2,000
2011-2012	\$2,020
2012-2013	\$2,040.20
2013-2014	\$2,060.60
2014-2015	\$2,091.50

9. The current BOCES schedule and distribution of work is intended to be continued absent statutory or regulatory revisions.
10. Any Health Occupations Teacher who is not receiving a stipend will abide by the hours of all other employees as they have in the past.

ARTICLE VIII - MEETINGS

A. FACULTY MEETINGS

1. Faculty meetings may be held for mutual discussions to develop school plans, program policy and to satisfy the needs of the proper functioning of the BOCES.
 - a. Meetings will be carefully planned and limited to a reasonable length of time.
 - b. Meetings will be held to provide a two-way communication and discussion of agenda items.
 - c. Faculty meetings should be planned in advance with tentative agenda distributed to the staff in order that constructive ideas can be presented by all in attendance.

- d. In ordinary circumstances, agenda for regular meetings will be distributed at least twenty-four (24) hours before the scheduled opening of the meeting.
- e. In ordinary circumstances, notice of cancellation of a meeting shall be made at least twenty-four (24) hours before the scheduled meeting.
- f. Adequate notice of all meetings will be given to the faculty. Where possible, Monday afternoons will be set aside for those meetings.
- g. Attendance at faculty meetings will be limited to those persons who are directly concerned with the problems and items being discussed. Building-wide or district meetings shall be called only when the agenda is of common concern to the staff of the entire BOCES.
- h. Except under unusual circumstances, building-wide meetings shall not be held more than once a month. When more than one meeting is necessary, it should be based upon a recognized need for additional discussion on critical building-wide problems and policies.

ARTICLE IX - IN-SERVICE

- A. All in-service hours which have been converted for in-service credit payment prior to July 1, 1997 shall be compensated as before. Any accumulated in-service attendance hours that are not presently being compensated will be accrued to the payment methodology listed below.
- B. Accrual of in-service credit hours for compensation shall only accrue after the individual has accumulated ten (10) in-service attendance hours (these 10 hours shall be termed "base hours"). Annually, after the base hour requirement has been satisfied, the BOCES shall pay for in-service credit hours at the rate of fifteen hours to each one credit for payment. The payment shall be a one time payment only and will be made at the end of June in each year. The rate of payment is three (3) times that school year's credit hour rate.

(Ex. In school year 2010-11, an individual who has accumulated the necessary 15 hours of in-service credit hours over the 10 base hours, shall receive $3 \times \$70.00 = \210.00 lump sum payment at the end of June 2011.)
- C. Mandated courses such as child abuse, certification requirements for teaching assistant and regularly scheduled conferences shall not count either for the ten base hour requirement or for in-service credit hour payment. In-service credit hour payment shall only be paid for time for in-service courses taken out of the normal school hours.

- D. No in-service credits shall be paid without prior approval of the District Superintendent. Such approval must occur before the beginning of the course. In-service courses may be recommended to the District Superintendent by the administration and a group of interested staff members. Except in new programs, staff will be involved with the administration in the planning of all such proposed courses and the needs of BOCES will govern their content and the extent of staff participation. Present practice concerning in-service credit shall continue.
- E. All jointly agreed upon courses must be recommended to the BOCES for its approval.

SECTION II - TEACHERS

ARTICLE X - TERMS OF TEACHER EMPLOYMENT

A. BREAKS

Pursuant to current practice, no teacher shall be expected to teach more than 2.5 to 3 hours consecutively, depending on the nature of the program, without a break.

B. EXTRA DUTY

In the event that the District Superintendent or other administrator assigns teachers to conferences with employers or home conferences at other than normal school hours, such extra duties shall be compensated at the teacher's hourly rate not to exceed the hours agreed upon.

C. TEACHER SCHEDULES

Teachers, except for newly hired, shall be notified in writing of any change in their tentative programs and schedules for the ensuing school year, including the schools to which they will be assigned by June 20.

D. SPECIAL TEACHERS IN CLASSROOMS

The time during which a special teacher is in charge of a regular teacher's class shall be considered as time which the regular teacher may use for any professional purposes, except in situations where the Program Director determines that a special teacher cannot handle the class without the assistance of the regular teacher.

E. REDUCTION IN FORCE - LAYOFF

1. Teachers shall be laid-off in reverse order of seniority, within their respective tenure area.
2. In the event of layoff, the BOCES will make every effort to insure that separated personnel may be placed in other teaching situations.

3. In the event of layoff, the BOCES will institute a recall procedure which, when implemented, will insure teachers that they will be recalled in the reverse order of layoff.

F. PROBATION AND TENURE

1. The probationary period for a teacher shall be that prescribed by law. Notification of the recommendation of the District Superintendent to appointment or rejection during the probationary period shall be given in writing and no later than ninety (90) days prior to the expiration of the probationary year.
2. Teachers who are not to be rehired for the following year shall be given sixty (60) days notification prior to the termination of services.
3. Teachers who are released during the year shall be given thirty (30) days notice.

G. FAIR DISMISSAL

1. Teachers in their third year with the BOCES or thereafter shall be entitled to arbitrate under the contract for all discharge and discipline cases. The arbitrator may not substitute his judgment for that of the evaluators as to the content of professional evaluations. The arbitrators shall be:

Jeffrey Selchick	Thomas N. Rinaldo
Susan MacKenzie	Martin Scheinman

2. Teachers suspended pursuant to Section 3020a of the Education Law will be paid for the first sixty (60) days of suspension, but it shall be without pay thereafter, unless adjourned on application of the BOCES.

H. TEACHER EVALUATION - OBSERVATION

Pursuant to Section 3012-c of the New York State Education Law, the APPR must be resolved in all collective bargaining agreements applicable to teachers entered into after July 1, 2010. The APPR language as so negotiated will be, upon completion, attached to and part of the contract as an MOA. This attachment will not cause a re-opening of negotiations about any other part of the contract.

1. All evaluations of teachers shall be entered on standard forms. After any observation a conference shall be held between the teacher and the evaluating supervisor within seven (7) school days. The results of the observation shall be discussed in the evaluation conference at a mutually agreed time.

2. Teachers will be given written copies of any evaluation report prepared by their supervisors at least 24 hours before a conference concerning such evaluation report is held and at such conference they will have the right to discuss such report with their supervisor before it is put in their personnel file.
3. The observation shall be formalized and reduced to final written form after such conference or an opportunity for it has occurred.
4. Probationary teachers shall be formally evaluated at least twice a year, once in the fall term and once in the spring term. Tenured teachers shall be formally evaluated at least once a year. A teacher may request additional observations at a time which is mutually convenient.
5. Only qualified members of the certified administrative staff, as designated by the District Superintendent, shall observe and evaluate teachers.
6. All teachers shall be notified in writing of persons designated as evaluator in their areas at the beginning of each school year. All shared services teachers shall be informed in writing at the beginning of the school year of their immediate supervisor.
7. All formal observations for evaluation of the work performance of a teacher will be conducted after notification of pending observation, openly, with full knowledge of the teacher.
8. Teachers have the right to submit written replies to any evaluation. Replies shall be permanently attached to the evaluation itself.
9. The use of public address or audio system or surveillance devices shall be strictly prohibited.
10. The APPR produced jointly between the BFA and BOCES shall be deemed to be jointly acceptable in all respects and shall prevail over any inconsistent evaluation, plan of improvement, method or procedure. The plan shall be subject to ongoing review and may be amended on an ongoing basis on mutual agreement.

I. FACILITIES FOR SHARED SERVICE TEACHERS

The BOCES shall urge component schools to provide adequate working space, including desks, in assigned buildings for all shared service teachers. Before school convenes the BOCES shall approach all components using the services of shared teachers for this purpose.

J. NON-AMBULATORY PUPILS

Under ordinary circumstances teachers of the physically handicapped shall not be required to lift or carry children who are non-ambulatory. However, within their physical capacities, such teachers shall perform those tasks necessary to care for these children.

K. STUDENT TEACHERS

1. Upon agreement with a college or university, BOCES may assign a student to a class with consent of the teacher.
2. The cooperating teacher, upon the student's completion of the practice teaching period shall be given one (1) in-service credit by BOCES, in the event that a tuition-free course at the university or college is not available and appropriate.

L. CLASS SIZE

1. Class size shall be maintained within the regulations of the Commissioner as designated in Education Law.
2. With regard to the area of Special Education:
 - a. Class Size shall be maintained within the guidelines of the State Education Department.
 - b. Aides shall be assigned to Special Education classes where:
 - (1) Class exceed limits of the State Education Department Commissioner's regulations with State Education Department approval.
 - (2) There are special needs as determined by the Program Administrator.
 - c. Where variances are sought, teachers affected will have access to the files in order to read and copy the variance application and the commissioner's response to the request for variance. Current practice in matters of confidentiality shall apply. Arrangements shall be made as necessary to provide access to files by people housed in the districts.
3. With regard to the area of Vocational Education, BOCES shall maintain the current class size policy.

M. INSTRUCTIONAL LOAD

1. All special education classroom teachers at the Center and all teachers at BETA shall have a minimum of 30 minutes daily preparation time within the instructional day.

Art, Music, Physical Education, Library, Speech, Psychologists, Social Workers, Counselors and Teachers of the sight impaired will also be scheduled for a minimum of 30 minutes of daily preparation time within the instructional day.

2. The 30 minute period for preparation may be tied directly to the amount of time scheduled for specials and may fluctuate if special schedules are altered.
3. Preparation time for Career and Technical Education Staff shall reflect current practice.
4. Classroom teachers shall align their schedules with similarly positioned persons in their respective component districts.

Classroom teachers in the components who have no like discipline in the district in which they work shall have a minimum of 30 minutes preparation time within the instructional day.

5. Speech therapists shall be scheduled to an amount of time not to exceed 1350 contact minutes per week, averaged based on the schedule of all full time and full time equivalent combined. While individual schedules may differ the average in the specialty will not exceed 1350 minutes.

N. PARENT-TEACHER CONFERENCES - IEP

1. Career and Technical Education and Special Education teachers at the BOCES Center shall receive the equivalent of one (1) full day, in the Spring, for conference and IEP related activities prior to May 15th. Teachers in BOCES district classes shall be relieved one full day per year. On this day, the relieved teachers shall report to the BOCES Center to perform IEP related duties, conferences, IEP writing.
2. A common Fall Superintendent's Conference Day shall be planned by each of the site-based teams. A part of this day may be used for parent conferences and other IEP related duties.

O. VISITORS

Visitors, other than those who are officially authorized by the administration for bona fide purposes, may enter classrooms only with the explicit permission of the teacher. Prior notice of at least one (1) day shall be given, except under unusual circumstances.

ARTICLE XI - LEAVES OF ABSENCE-TEACHERS

A. SICK LEAVE

1. All full time teachers regularly employed by BOCES shall be entitled to up to a maximum of fifteen (15) days sick leave per school year. Teachers may accumulate unused sick leave up to a maximum of 210 days. Annual sick leave accumulation shall be credited at the beginning of the school year. If the teacher leaves before the end of the school year and has used any unearned sick days, the sick days so used shall be deducted from the final pay. For those teachers who commence work after the opening day of school, sick leave shall be credited upon a prorated basis.
2. Any teacher may use a maximum of five (5) days of their annually allocated personal sick leave in any school year for reasons of family illness. In any one year the maximum number of available family illness days is five (5).

Family shall include an employee's wife, husband, mother, father, daughter, son, and domestic partner for whom coverage would be available under the rules of Dutchess Employees Health Insurance Consortium and whose domestic partner status has been approved prior to the illness.

3. In addition to sick days granted for the regular school year, teachers falling under the BFA contract who work during the summer as a continuation of a regular school year program will be granted 1.5 sick days for each 20 days worked. There will not be any pro-ration of the sick days. To receive 3.0 days, teachers would have to work the 40 days during the summer. Such teachers are traditionally paid at the rate of 1/200 of their regular salary.
4. The days outlined in para. 3 above may be added up to the accumulated sick leave as defined in this contract. These days do not increase the maximum allowable under the contract.
5. Paragraphs 3 and 4 do not relate to Special Education or Day Treatment summer school programs.

B. PERSONAL BUSINESS LEAVE

1. All regular full-time teachers shall be allowed a maximum of four (4) personal days per year two (2) of which may be used for family illness.
2. Two (2) personal business days of each year used by the teacher do not require reasons being given.

3. Prior written approval of the Division Director for the use of any personal business day usage is necessary.
4. It is clearly understood by all parties that personal business leave is not to be used for attending to second jobs or businesses, shopping, personal recreation, preparing home for vacation or visitors, or the extension of any holiday or weekend period.
5. Except in emergencies, teachers taking leave hereunder shall give their Division Director written notice of their intention to take such leave at least three (3) school days in advance of the day of such leave. Personal business may not be taken either the workday immediately before or immediately after a holiday or recess period, except with the approval of the District Superintendent.
6. Unused personal business leave days shall be added to the individual's sick leave accumulation without limitation on total accumulation.
7. For those teachers who begin work after the opening day of school, and for those teachers who leave BOCES employment prior to the end of the school year, personal business leave days shall be adjusted on a prorated basis.

C. RELIGIOUS HOLIDAYS

The BOCES shall provide a maximum of three (3) religious holidays which shall be granted for those occasions where absence from work is an obligation to the person observing such holidays. Such leave shall be without loss of pay and not chargeable to other types of leave.

D. BEREAVEMENT LEAVE

In the case of a death in the immediate family, teachers shall have a reasonable leave without loss of pay. Bereavement shall not be chargeable to any other type of leave.

E. CHILD CARE LEAVE

1. Child care leave shall be granted upon application and approval for a period of time not to exceed the end of the year following the year in which it is taken. The adoption of home bound infants will fall within this category. The beginning and end dates of such leave shall be established between the administration and the teacher prior to the commencement of the leave.
2. Child care leave shall count as time taught in the determination of a teacher's placement on the salary schedule up to a maximum of one step advancement.

F. LEAVE OF ABSENCE WITHOUT PAY

Leave of absence without pay of up to one (1) year may be granted by BOCES upon application to and approval by the District Superintendent and the Board. Such leave may be granted only when the grant does not interfere with the educational system.

G. EMERGENCY LEAVE

Emergency leave, application of which has been approved by the District Superintendent, may be granted at BOCES discretion for conditions related to the health or welfare of individual faculty members over and above established sick leave and personal days, with pay, or without pay.

H. JURY DUTY

Any teacher called for jury duty shall notify their Supervisor of this fact. A teacher who serves on jury duty during regular school working days shall receive full pay and suffer no loss of accumulated sick time, personal leave or business leave.

I. MILITARY LEAVE

Military leave of absence without pay shall be granted to any teacher who shall enter into the active military service of the United States. However, such leave shall not be extended by any re-enlistment. All teachers in such active military service shall be credited with all increments to which they would have been entitled had they remained active teachers of BOCES.

J. EXCHANGE TEACHERS

A leave of absence without pay of up to one (1) year may be granted to any teacher who serves as an exchange teacher. Upon return from such leave, teachers will be considered as if they were actively employed by the Board during the leave and will be placed on the salary schedule at the level they would have achieved if they had not been absent.

K. LEAVE FOR PUBLIC AFFAIRS

The Board may grant a leave of absence without pay to any teacher for public service for educational purposes on a yearly basis.

L. SABBATICAL LEAVE

1. There shall be a moratorium on the application for and grant of sabbatical during the life of this agreement.

2. Teachers who have served continuously for seven (7) full years in the BOCES shall be eligible to apply for sabbatical.
3. Sabbaticals shall be granted for the purpose of continuing the education of an individual teacher.
4. Staff members granted sabbatical shall be paid not less than 1/2 pay for a full year sabbatical or full pay for a half year's sabbatical.
5. Salary during the sabbatical period shall be paid at regular pay periods and shall be paid without regard to earned grants, fellowships or awards.
6. Sabbaticals shall be granted for no more than two (2%) percent of the total number of teachers in the system in the year in which the application is made provided that such number of qualified applications are received and the granting of sabbatical will not professionally disadvantage the school system.
7. Sabbaticals shall be granted upon the recommendation of the District Superintendent of Schools and approval of the Board of Education.
8. Applications for sabbatical shall be submitted to the District Superintendent in writing before February 15 of the school year prior to the year in which the leave is requested. The BOCES shall respond by April 15 of that year.
9. Teachers may elect a summer sabbatical in lieu of the aforementioned sabbaticals. Teachers electing the summer sabbatical shall be compensated on a pro rata basis for summer sabbatical.
10. Summer sabbatical shall be taken in two (2) consecutive summers. At the conclusion of the second summer teachers shall wait until seven (7) consecutive years of teaching are completed before another sabbatical may be applied for. Applications shall be made on forms supplied by the BOCES. A second summer does not count in total number of sabbaticals for that year.
11. Teachers shall pursue a course of study approved in advance by the BOCES and write a final report at the conclusion of the period of study indicating the relevance and usefulness of the work done on sabbatical to BOCES.
12. Teachers must sign an agreement to return to employment in BOCES for the school year immediately following the conclusion of any sabbatical.
13. An Administration-Faculty Association Committee will be established to set guidelines for sabbaticals and to make recommendations for sabbaticals to the BOCES.

14. Sabbatical leave is intended to afford professional employees an opportunity to improve their ability to render educational services. Such achievement is usually obtained by (1) advanced graduate study beyond certification requirements, (2) independent study (research and/or writing) and (3) travel, which are defined as follows:
 - a. Advanced graduate study beyond certification requirements is a program of study in an institution of higher learning, including foreign universities.
 - b. Independent study (research and/or writing) is a program of independent study which promises professional values equivalent to that derived from formal study.
 - c. Travel is considered educational if it results in a significant contribution to professional growth by exposing the participant to new people, new cultures, environments and experiences.

ARTICLE XII - TEACHERS FACILITIES

A. STAFF FACILITIES

1. A separate teachers' workroom shall be provided in all BOCES facilities or other appropriate arrangements developed.
2. Full time teachers shall have a separate desk assigned to them for their personal use and adequate working space arranged when feasible.
3. All teachers will be relieved of routine clerical and non-classroom supervisory duties where practical.

ARTICLE XIII - INSTRUCTIONAL EQUIPMENT

A. TEXTBOOKS, WORKBOOKS AND SUPPLIES

1. BOCES will provide supplies and equipment so that teachers may fulfill their teaching objectives in an adequate and professional manner.
2. Teachers will be given the opportunity to recommend textbooks, workbooks, and supplies to the Administration to be considered for the use in BOCES classes, as individuals, or through special committees.
3. BOCES shall have additional supplies of books and work books to fulfill requirements during the year.

4. Materials will be provided in sufficient quantities and in adequate time to insure that each teacher has sufficient supplies and pupils in each class have books for their own use as needed.
5. The above four paragraphs will be considered within the constraints imposed by budget appropriations and limitations as well as regulations imposed by the Division of School District Organization and the Department of Audit and Control.

B. REQUISITIONS

1. Teachers will be provided requisition forms and available catalogs in sufficient number at least thirty (30) days prior to submission date.
2. Teachers may request a review of the status of any requisitions they file, no later than 30 days after the submission of said requisition.
3. Upon notification that requisition items are unavailable, the teacher shall have the opportunity to request alternative items provided that those items can be delivered and used within the fiscal year they were requested.
4. When a new teacher is employed for an established class the items requisitioned by the previous teacher in the class will be delivered to the new teacher with a copy of the previous teacher's requisition. In the event any items not previously denied are not delivered, the new teacher will have an opportunity to requisition similar equipment and supplies provided that those items can be delivered and used within the fiscal year they were requested.
5. When a teacher is hired for a newly created class, the teacher will be provided with catalogs and requisition forms upon request. The requisitions will be processed immediately if the items requested can be delivered and used within the fiscal year requested.
6. The above five paragraphs will be considered within the constraints imposed by budget appropriations and limitations as well as regulations imposed by the Division of School District Organization and the Department of Audit and Control.

C. SHARED SERVICE TEACHERS

Shared service teachers shall continue to submit inventory lists and shall include the locations of all items. These lists shall be made available to all other shared teachers.

D. STUDENT RECORDS

Teachers will be provided with all available pupil records before the admission of pupils to classroom. Teachers will be notified immediately upon acceptance of a new child for their classroom.

E. SPECIAL TEACHERS AND SERVICES

1. Every effort shall be made to provide teachers in component buildings with services equal to those available to other teachers in the same building.
2. Every effort shall be made to provide teachers in rented facilities with all those services available to teachers in BOCES facilities.

ARTICLE XIV - NON TEACHING DUTIES

- A. The BOCES will endeavor to minimize non-teaching assignments and routine clerical and non-classroom supervisory duties such as: milk distribution, administering health services such as eye and ear examinations, and administering drugs, weighing and measuring of pupils except as subsidiary assistance to the school nurse, collecting money from students for non- educational purposes, the obligation to deliver materials to classrooms, and to duplicate instructional and educational material.
- B. Teachers will not be required to drive students to activities which take place away from school buildings. However, teachers may do so voluntarily with the advance approval of the immediate supervisors and final approval of the Program Director.

ARTICLE XV - PROFESSIONAL OPPORTUNITIES

A. CONFERENCES

1. BOCES may grant teachers leave with full pay for the purpose of visiting other schools, for attending professional conference meetings, or workshops, provided such leaves are approved in advance by the District Superintendent. Such leave shall not be chargeable to other types of leave.
2. BOCES shall remunerate teachers attending such workshops or conferences for all uncompensated expenses involving transportation, accommodations, or registration pursuant to the arrangements made at the time approval is granted.
3. All information received by administrators concerning conventions, conferences, lectures, workshops and other educational programs shall be forwarded immediately upon receipt to the President of the Faculty Association for distribution.

B. SUMMER WORK STUDY PROGRAM

A Summer work study program shall be implemented for summers at a total BOCES expenditure of \$2,000 per summer. Programs shall be designed to improve the BOCES and its programs. A joint committee of two (2) administrators and two (2) teachers shall meet to decide the implementation of the program by June of each year. In the event of a tie, the question may be submitted as a grievance to arbitration.

C. CURRICULUM DEVELOPMENT

1. A joint study committee consisting of an equal number of Administration and Association members shall be created to study curriculum development for the various programs of BOCES. The committee shall meet from time to time and report to the District Superintendent on its findings and recommendations. Dissenting members of the committee may file separate recommendations.
2. Recommendations of the Curriculum Committee shall be submitted to the Program Directors and District Superintendent. The District Superintendent shall respond to all such recommendations in writing no later than forty-five (45) days after the date of receipt by the administration.

D. EDUCATIONAL OPPORTUNITIES FOR TEACHERS

The BOCES and the Association shall each appoint one (1) representative to cooperate in the recommendation of courses for members of the teaching staff.

ARTICLE XVI - COMPENSATION - TEACHERS

A. SALARIES

2. The salaries of all teachers covered by this agreement are set forth in the Appendix which is attached hereto and made a part hereof.
2. The salary schedules will be as follows:

<u>2010/2011</u>	<u>2011/2012</u>	<u>2012/2013</u>	<u>2013/2014</u>	<u>2014/2015</u>
Step only	Step + 1%	Step + 1%	Step + 1%	Step + 1.5%

Additional Pay items (longevities) will be increased as follows:

<u>2010/2011</u>	<u>2011/2012</u>	<u>2012/2013</u>	<u>2013/2014</u>	<u>2014/2015</u>
0%	1%	1%	1%	1.5%

There will be a one-time payment of \$500 made to all currently active teachers in the 2011/2012 school year.

The attached salary schedules shall be effective for the 2010-11; 2011-12; 2012-13; 2013-14; and 2014-15 school years.

3. All teachers shall be placed on the step in this schedule to which they are entitled by their service and experience as established when they were first employed by BOCES.
 - a. Any teacher who has an effective date of employment between February 1 and June 30 will not be moved to the next salary step for the following school year.

B. CREDIT HOURS

1. All credits shall be paid in 3 credit groups. No change shall be made in compensation for those credits heretofore paid in groups of 10. Credits are paid in groups of 10 after BA+60 or after MA+30. Proof of credits awarded must be filed by October 1 to become effective during the fall semester, and by March 1 to become effective during the spring semester.
2. Credits shall be compensated at the following rate per credit hour:

2010-11	\$70.00
2011-12	\$71.00
2012-13	\$72.00
2013-14	\$73.00
2014-15	\$74.00

2. Credit payments shall not be made for undergraduate credits.

C. CERTIFICATION STIPEND

Teachers of Speech and Hearing Handicapped who possess the designation of Speech Language Pathologist with ASHA certification who certify quarterly signoffs and attendance forms for the other Teachers of Speech and Hearing Handicapped who do not possess the designation of Speech Language Pathologist with ASHA certifications shall receive an annual stipend in the amount listed below. This stipend will be paid with the regular bi-weekly payroll. This amount will be increased by the percentage approved above STEP for each year of the contract as follows:

2010-2011	\$1,500
2011-2012	\$1,515
2012-2013	\$1,530.15
2013-2014	\$1,545.45
2014-2015	\$1,568.63

In instances where a Speech Language Pathologist with ASHA certification certifies the work of another Teacher of Speech and Hearing Handicapped who does not possess the designation of Speech Language Pathologist with ASHA certification, this oversight will not count towards the formal evaluation of the Teacher of Speech and Hearing Handicapped for whom the Teacher of Speech and Hearing Handicapped who possesses the designation of Speech Language Pathologist with ASHA certification signs off.

D. Mentor Program

New mentors who receive the initial training in the mentor program shall be provided with three (3) days of paid training at the employee's regular hourly rate of pay. In addition, the mentor shall receive the following amount for each mentee the mentor is assigned once s/he has volunteered to be a mentor, before or after services:

2010-2011	\$1,500
2011-2012	\$1,515
2012-2013	\$1,530.15
2013-2014	\$1,545.45
2014-2015	\$1,568.63

E. LONGEVITY

1. Longevity payment schedules are set forth in the Appendix which is attached hereto and made a part hereof.

2. Teachers who have completed twenty (20) years of service shall be paid a longevity of:

2010-11	\$3,403.00
2011-12	\$3,437.00
2012-13	\$3,471.00
2013-14	\$3,506.00
2014-15	\$3,559.00

a. Effective September 1, 2006, the 20-year total teaching longevity shall be paid only for actual teaching experience credited by BOCES at the time of hire. Actual teaching is not defined by step placement. All teachers hired prior to September 1, 2006 will receive the 20-year total teaching longevity as dictated by their step placement.

b. The parties agree that the effective date of payment for the longevities shall occur as follows:

(1) If the twentieth (20th) year of an eligible employee's anniversary falls between September 1 and January 31, (inclusive) the payment shall be

retroactive to September 1 of that year.

- (2) If the twentieth (20th) year on an eligible employee's anniversary falls between February 1 and June 30 the payment shall become effective September 1 of the next school year.
- (3) There will be no proration of payment.

- 3. Teachers who have completed fifteen (15) consecutive years of full-time service without interruption in this BOCES shall be paid an additional longevity of:

2010-11	\$2,836.00
2011-12	\$2,864.00
2012-13	\$2,893.00
2013-14	\$2,922.00
2014-15	\$2,966.00

- 4. Teachers who have completed twenty (20) consecutive years of full-time service without interruption in this BOCES, shall be paid an additional longevity of:

2010-11	\$3,403.00
2011-12	\$3,437.00
2012-13	\$3,471.00
2013-14	\$3,506.00
2014-15	\$3,559.00

over and above their base salary, credit hours (if any), and the longevity stipend. Any paid or unpaid Board approved leave of absence shall not count toward the twenty (20) years of accumulated service.

Teachers who have completed twenty-five (25) consecutive years of full-time service without interruption in this BOCES, shall be paid an additional longevity of:

2010-11	\$5,461.00
2011-12	\$5,516.00
2012-13	\$5,571.00
2013-14	\$5,627.00
2014-15	\$5,711.00

- a. The parties agree that the effective date of payment for the longevity shall occur as follows:

- (1) If the fifteenth (15th), twentieth (20th), or twenty-fifth (25th) year of an eligible employee's anniversary falls between September 1 and January 31,

(inclusive) the payment shall be retroactive to September 1 of that year.

- (2) If the fifteenth (15th), twentieth (20th), or twenty-fifth (25th) year on an eligible employee's anniversary falls between February 1 and June 30 the payment shall become effective September 1 of the next school year.
- (3) There will be no pro-ration of payment.

- 5. (a) Other members of the Association (excluding teachers) who have completed fifteen (15) consecutive years of full-time service without interruption in this BOCES, shall be paid an additional longevity of:

2010-11	\$903.00
2011-12	\$912.00
2012-13	\$921.00
2013-14	\$930.00
2014-15	\$944.00

- (b) Other members of the Association (excluding teachers) who have completed twenty (20) consecutive years of full-time service without interruption in this BOCES, shall be paid an additional longevity of:

2010-11	\$903.00
2011-12	\$912.00
2012-13	\$921.00
2013-14	\$930.00
2014-15	\$944.00

F. RETIREMENT

- 1. Payout for unused sick days to (professional) teachers who are retiring from teaching at no less than the New York State Teachers' Retirement System minimum age, shall be compensated as follows:

0 to 95 days	\$0 – no payout
96 to 125 days accumulation (max. 30 days)	\$50/day = \$1,500 (max.)
126 to 150 days accumulation (max. 25 days)	\$60/day = \$1,500 (max.)
151 to 210 days accumulation (max. 60 days)	\$70/day = \$4,200 (max.)

Teachers who retire with 210 days accumulated will receive an additional \$1,500. The maximum payout shall be \$8,700.

2. Teachers who have accumulated a total of 210 sick days as of July 1st of their last year of employment prior to retirement, and who do not take more than eight (8) sick days, inclusive of family illness, during that school year shall be eligible for the \$1,500 payout. Verification of the sick days taken is subject to existing procedures.
3. Payout for unused sick days to school related professionals, who are retiring at no less than the New York State Teachers' Retirement System or the New York State Employees' Retirement System minimum age, shall be compensated as follows:

0 – 60 days accumulation	\$0 – no payout
61 – 85 days accumulation (max. 25 days)	\$25/day = \$625.00 (max.)
86 – 110 days accumulation (max. 25 days)	\$35/day = \$875.00 (max.)

School Related Professionals who retire with 110 days shall receive an additional \$750.00. The maximum payout shall be \$2,250.00.

G. PEACE CORPS AND VISTA

The BOCES shall consider granting credit to teachers for service as teachers in organizations such as the Peace Corps and Vista.

H. OTHER SALARY INFORMATION

1. Careful and reasonable consideration will be given to previous teaching, business, industrial and military experience in assigning a new teacher to a salary step.
2. The Board reserves the right to grant increments beyond this salary schedule, to accelerate teachers to any step, or hold them on step within the educational laws.

SECTION III – SCHOOL RELATED PROFESSIONALS

(Interpreters, Teacher Aides, Teaching Assistants, Teaching Assistants for Crisis intervention, Registered Nurses, OT/PT)

ARTICLE XVII - LEAVES OF ABSENCE- SCHOOL RELATED PROFESSIONALS

A. SICK LEAVE

1. All full-time school related professionals shall be granted 15 sick days per year. Full-time school related professionals shall be allowed to accumulate up to 110 personal sick leave days. If the school related professional leaves before the end of the school year and has used any unearned sick days, the sick days so used shall be deducted from the final pay. For those school related professionals who commence work after the opening day of school, sick leave shall be credited upon a prorated basis.

2. Any school related professional may use a maximum of five (5) days of their annually allocated personal sick leave in any school year for reasons of family illness. In any one year the maximum number of available family illness days is five (5).

Family shall include a school related professional's wife, husband, mother, father, daughter, son, and domestic partner for whom coverage would be available under the rules of Dutchess Employees Health Insurance Consortium and whose domestic partner status has been approved prior to the illness.

3. In addition to sick days granted for the regular school year, school related professionals falling under the BFA contract that work during the summer as a continuation of a regular school year program will be granted 1.5 sick days for each 20 days worked. There will not be any pro-ration of the sick days. To receive 3.0 days, school related professionals would have to work the 40 days during the summer. Such school related professionals are traditionally paid at the rate of 1/200 of their regular salary.
4. The days outlined in para. 3 above may be added up to the accumulated sick leave as defined in this contract. These days do not increase the maximum allowable under the contract.
5. Paragraphs 3 and 4 do not relate to Special Education or Day Treatment summer school programs.

B. PERSONAL BUSINESS LEAVE

1. All regular full-time school related professionals shall be allowed a maximum of four (4) personal days per year two (2) of which may be used for family illness.
2. Two (2) personal business days of each year used by the school related professional do not require reasons being given.
3. Prior written approval of the Division Director for the use of any personal business day usage is necessary.
4. It is clearly understood by all parties that personal business leave is not to be used for attending to second jobs or businesses, shopping, personal recreation, preparing home for vacation or visitors, or the extension of any holiday or weekend period.
5. Except in emergencies, school related professional taking leave hereunder shall give their Division Director written notice of their intention to take such leave at least three (3) school days in advance of the day of such leave. Personal business may not be taken either the workday immediately before or immediately after a holiday or recess period, except with the approval of the District Superintendent.

6. For those school related professionals who begin work after the opening day of school, and for those school related professionals who leave BOCES employment prior to the end of the school year, personal leave days shall be adjusted on a prorated basis.

C. RELIGIOUS HOLIDAYS

The BOCES shall provide a maximum of three (3) religious holidays which shall be granted for those occasions where absence from work is an obligation to the person observing such holidays. Such leave shall be without loss of pay and not chargeable to other types of leave.

D. BEREAVEMENT LEAVE

In the case of a death in the immediate family, school related professionals shall have a reasonable leave without loss of pay. Bereavement shall not be chargeable to any other type of leave.

E. CHILD CARE LEAVE

1. Child care leave shall be granted upon application and approval for a period of time not to exceed the end of the year following the year in which it is taken. The adoption of home bound infants will fall within this category. The beginning and end dates of such leave shall be established between the administration and the school related professional prior to the commencement of the leave.
2. Child care leave shall count as time worked in the determination of a school related professional's placement on the salary schedule up to a maximum of one step advancement.

F. LEAVE OF ABSENCE WITHOUT PAY

Leave of absence without pay of up to one (1) year may be granted by BOCES upon application to and approval by the District Superintendent and the Board. Such leave may be granted only when the grant does not interfere with the educational system.

G. EMERGENCY LEAVE

Emergency leave, application of which has been approved by the District Superintendent, may be granted at BOCES discretion for conditions related to the health or welfare of individual faculty members over and above established sick leave and personal days, with pay, or without pay.

H. JURY DUTY

Any school related professional called for jury duty shall notify their Supervisor of this fact. A school related professional who serves on jury duty during regular school working days shall receive full pay and suffer no loss of accumulated sick time, personal leave or business leave.

ARTICLE XVIII - TERMS OF TEACHER AIDES EMPLOYMENT

A. AIDE HOURS

Pursuant to current practice, no aide shall be expected to work more than 2.5 to 3.0 hours consecutively without a break.

B. SENIORITY AIDES

1. For layoff and recall purposes, seniority shall accrue in Vocational Education or Special Education and be dependent on special skills within those areas solely determined by the District Superintendent and subject to the Association's right to grieve. In the event of layoff, the least senior person in the affected area shall be laid off. The employees shall not be able to "bump" less senior employees in the other area. Employees shall be recalled in the reverse order of layoff and shall be entitled to recall for a period of not less than four (4) years from day of layoff.
2. A separate classification of specialized aides for hearing and visually impaired students shall be created. Separate recall rights shall apply to those areas of specialization, but such aides shall also have seniority in other areas.
3. Aides newly employed after signing this agreement shall be entitled to recall for a period not to exceed 18 months, if laid off.
4. Aides currently on layoff shall remain on the recall list until they are recalled.
5. Aides currently on layoff shall be entitled to apply for and receive full or part time employment in the classification for which they are qualified, and where time and travel factors make it practical. They shall remain members of the unit if employed full time.
6. A joint BOCES faculty committee shall be created to review the need for and desirability of aides in the vocational program. That committee shall make recommendations to the Director of Vocational Education.

C. AIDES

A committee shall be set up consisting of two (2) persons appointed by the administration and two (2) persons appointed by the Association. The committee shall be empowered to make recommendations to the administration concerning the responsibilities, status and utilization of aides. The administration shall consider these recommendations.

ARTICLE XIX - Pre-75 - AIDES

- A. Teacher aides hired prior to July 1, 1975 shall be granted all benefits guaranteed in this contract except those related to sabbatical leave, compensation for credits and tenure unless specifically otherwise addressed in this contract document.
- B. Teacher aides who were hired prior to July 1, 1975 and subsequently became teaching assistants shall be allowed to carry their accumulated sick leave over and be allowed to accumulate unused sick leave to a maximum of 180 days.

ARTICLE XX – COMPENSATION – SCHOOL RELATED PROFESSIONALS

A. SALARIES

- 1. The salaries of all school related professionals covered by this agreement are set forth in the Appendix which is attached hereto and made a part hereof.
- 2. The salaries shall be increased pursuant to the attached schedules.

<u>2010/2011</u>	<u>2011/2012</u>	<u>2012/2013</u>	<u>2013/2014</u>	<u>2014/2015</u>
Step only	step + 1%	step + 1%	step + 1%	step + 1.5%

Longevities:

<u>2010/2011</u>	<u>2011/2012</u>	<u>2012/2013</u>	<u>2013/2014</u>	<u>2014/2015</u>
0%	1%	1%	1%	1.5%

There will be a one-time payment of \$250 made to all currently active school related professionals in the 2011/2012 school year.

- 3. Any school related professional who has an effective date of employment between February 1 and June 30 will not be moved to the next salary step for the following school year.

B. SUBSTITUTING FOR TEACHER

Teacher aides shall be compensated by an additional amount per day for full days, or per half day for days on which they cover for teachers who call in for sick, personal business day or conference day absences. The compensation rate shall be adjusted according to the following:

	<u>Full Days</u>	<u>Half Days</u>
2010-11	\$32.00	\$16.00
2011-12	\$32.32	\$16.16
2012-13	\$32.64	\$16.32
2013-14	\$32.97	\$16.49
2014-15	\$33.47	\$16.74

ARTICLE XXI - FULL TIME DETERMINATION - INTERPRETERS

1. Interpreters shall be full time if they work thirty (30) or more hours per week. Regular part-timers shall be pro-rated on applicable salary benefits.
2. Current practice with regard to interpreters scheduling shall continue.

ARTICLE XXII - TERMS OF TEACHING ASSISTANT EMPLOYMENT

A. PROBATION AND TENURE

1. The probationary period for a Teaching Assistant shall be that prescribed by law. Notification of the recommendation of the District Superintendent to appointment or rejection during the probationary period shall be given in writing and no later than ninety (90) days prior to the expiration of the probationary year.
2. Teaching Assistants who are not to be rehired for the following year shall be given sixty (60) days notification prior to the termination of services.
3. Teaching Assistants who are released during the year shall be given thirty (30) days notice.

B. SENIORITY

Seniority shall be based exclusively on full time service in the teaching assistant tenure area.

C. LEAVE FOR PUBLIC AFFAIRS

The Board may grant a leave of absence without pay to any teaching assistant for public service for educational purposes on a yearly basis.

D. SUBSTITUTING FOR TEACHER

1. Teaching assistants shall be compensated by an additional amount per day for full days, or per half day for days on which they cover for teachers who call in for sick, personal business day or conference day absences. The compensation rate shall be adjusted according to the following:

	<u>Full Days</u>	<u>Half Days</u>
2010-11	\$32.00	\$16.00
2011-12	\$32.32	\$16.16
2012-13	\$32.64	\$16.32
2013-14	\$32.97	\$16.49
2014-15	\$33.47	\$16.74

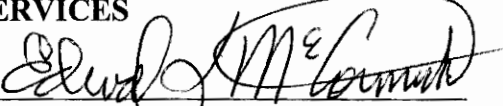
ARTICLE XXIII – DURATION OF AGREEMENT- SIGNATURES

- A. This agreement shall be effective as of July 1, 2010, and shall continue in effect through June 30, 2015. The BOCES and the Association agree that all negotiable items have been discussed during the negotiations leading to this agreement and agree that negotiations shall not be reopened on any item unless required by law during the life of this agreement.

- B. Any BOCES policies unaltered and unchanged by this agreement shall remain in force and it shall be the prerogative of the BOCES to initiate and announce new policies not affecting or changing matters contained in this agreement.

- C. This agreement constitutes BOCES policy for the term of said agreement and the BOCES will take such action as may be necessary in order to effectuate the provisions of this agreement.

**DUTCHESS COUNTY BOARD OF
COOPERATIVE EDUCATIONAL
SERVICES**

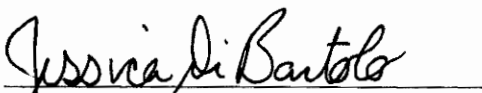


**Edward McCormick
PRESIDENT,
BOARD OF EDUCATION**

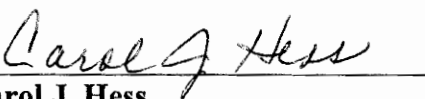


**John C. Pennoyer
DISTRICT SUPERINTENDENT**

BOCES FACULTY ASSOCIATION



**Jessica DiBartolo
PRESIDENT,
BOCES FACULTY ASSOCIATION**



**Carol J. Hess
CHAIRPERSON
NEGOTIATING TEAM**

Appendix -- Salary Schedules

Teacher BA Salary Schedules

2010-2015

STEP	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015
1	42,134	42,555	42,981	43,411	44,062
2	43,858	44,297	44,740	45,187	45,865
3	45,582	46,038	46,498	46,963	47,667
4	47,306	47,779	48,257	48,740	49,471
5	49,029	49,519	50,014	50,514	51,272
6	50,755	51,263	51,776	52,294	53,078
7	52,479	53,004	53,534	54,069	54,880
8	54,203	54,745	55,292	55,845	56,683
9	55,926	56,485	57,050	57,621	58,485
10	57,650	58,227	58,809	59,397	60,288
11	59,375	59,969	60,568	61,175	62,093
12	61,100	61,711	62,328	62,951	63,895
13	62,823	63,451	64,086	64,727	65,698
14	64,546	65,191	65,843	66,501	67,499
15	66,271	66,934	67,603	68,279	69,303
16	67,995	68,675	69,362	70,056	71,107
17	69,720	70,417	71,121	71,832	72,909
18	71,444	72,158	72,880	73,609	74,713
19	73,167	73,899	74,638	75,384	76,515
20	74,891	75,640	76,396	77,160	78,317
21	76,616	77,382	78,156	78,938	80,122

Teacher MA Salary Schedules

2010-2015

STEP	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015
1	46,673	47,140	47,611	48,087	48,808
2	48,670	49,157	49,649	50,145	50,897
3	50,667	51,174	51,686	52,203	52,986
4	52,665	53,192	53,724	54,261	55,075
5	54,662	55,209	55,761	56,319	57,164
6	56,660	57,227	57,799	58,377	59,253
7	58,658	59,245	59,837	60,435	61,342
8	60,655	61,262	61,875	62,494	63,431
9	62,653	63,280	63,913	64,552	65,520
10	64,650	65,297	65,950	66,610	67,609
11	66,647	67,313	67,986	68,666	69,696
12	68,647	69,333	70,026	70,726	71,787
13	70,643	71,349	72,062	72,783	73,875
14	72,640	73,366	74,100	74,841	75,964
15	74,638	75,384	76,138	76,899	78,052
16	76,635	77,401	78,175	78,957	80,141
17	78,632	79,418	80,212	81,014	82,229
18	80,631	81,437	82,251	83,074	84,320
19	82,628	83,454	84,289	85,132	86,409
20	84,625	85,471	86,326	87,189	88,497
21	86,623	87,489	88,364	89,248	90,587

Teaching Assistants Salary Schedules

2010-2015

STEP	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015
1	16,005	16,165	16,327	16,490	16,737
2	16,721	16,888	17,057	17,228	17,486
3	17,440	17,614	17,790	17,968	18,238
4	18,157	18,339	18,522	18,707	18,988
5	18,874	19,063	19,254	19,447	19,739
6	19,591	19,787	19,985	20,185	20,488
7	20,309	20,512	20,717	20,924	21,238
8	21,026	21,236	21,448	21,662	21,987
9	21,743	21,960	22,180	22,402	22,738
10	22,463	22,688	22,915	23,144	23,491
11	23,179	23,411	23,645	23,881	24,239
12	23,897	24,136	24,377	24,621	24,990
13	24,614	24,860	25,109	25,360	25,740
14	25,333	25,586	25,842	26,100	26,492
15	26,049	26,309	26,572	26,838	27,241
20	29,150	29,442	29,736	30,033	30,483

Teacher Aides Salary Schedules

2010-2015

STEP	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015
1	14,659	14,806	14,954	15,104	15,331
2	15,421	15,575	15,731	15,888	16,126
3	16,184	16,346	16,509	16,674	16,924
4	16,946	17,115	17,286	17,459	17,721
5	17,710	17,887	18,066	18,247	18,521
6	18,472	18,657	18,844	19,032	19,317
7	19,235	19,427	19,621	19,817	20,114
8	19,997	20,197	20,399	20,603	20,912
9	20,761	20,969	21,179	21,391	21,712
10	21,523	21,738	21,955	22,175	22,508
11	22,287	22,510	22,735	22,962	23,306
12	23,049	23,279	23,512	23,747	24,103
13	23,810	24,048	24,288	24,531	24,899
14	24,573	24,819	25,067	25,318	25,698
15	25,337	25,590	25,846	26,104	26,496
20	28,005	28,285	28,568	28,854	29,287

Teaching Assistants for Crisis Intervention Salary Schedules

2010-2015

STEP	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015
1	34,458	34,803	35,151	35,503	36,036
2	34,977	35,327	35,680	36,037	36,578
3	35,493	35,848	36,206	36,568	37,117
4	36,011	36,371	36,735	37,102	37,659
5	36,530	36,895	37,264	37,637	38,202
6	37,045	37,415	37,789	38,167	38,740
7	37,563	37,939	38,318	38,701	39,282
8	38,079	38,460	38,845	39,233	39,821
9	38,597	38,983	39,373	39,767	40,364
10	41,498	41,913	42,332	42,755	43,396

Nurses Salary Schedule

2010-2015

STEP	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015
1	33,121	33,452	33,787	34,125	34,637
2	33,847	34,185	34,527	34,872	35,395
3	34,570	34,916	35,265	35,618	36,152
4	35,296	35,649	36,005	36,365	36,910
5	36,019	36,379	36,743	37,110	37,667

Interpreters - Basic Salary Schedules

2010-2015

STEP	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015
1	22,962	23,192	23,424	23,658	24,013
2	23,522	23,757	23,995	24,235	24,599
3	24,083	24,324	24,567	24,813	25,185
4	24,644	24,890	25,139	25,390	25,771
5	25,205	25,457	25,712	25,969	26,359
6	26,242	26,504	26,769	27,037	27,443
7	27,281	27,554	27,830	28,108	28,530
8	28,318	28,601	28,887	29,176	29,614
9	29,356	29,650	29,947	30,246	30,700
10	30,393	30,697	31,004	31,314	31,784

Interpreters - Intermediate Salary Schedule

2010-2015

STEP	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015
1	24,874	25,123	25,374	25,628	26,012
2	25,498	25,753	26,011	26,271	26,665
3	26,123	26,384	26,648	26,914	27,318
4	26,748	27,015	27,285	27,558	27,971
5	27,371	27,645	27,921	28,200	28,623
6	28,472	28,757	29,045	29,335	29,775
7	29,574	29,870	30,169	30,471	30,928
8	30,675	30,982	31,292	31,605	32,079
9	31,776	32,094	32,415	32,739	33,230
10	32,877	33,206	33,538	33,873	34,381

Interpreters - Advanced Salary Schedules

2010-2015

STEP	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015
1	27,882	28,161	28,443	28,727	29,158
2	28,659	28,946	29,235	29,527	29,970
3	29,437	29,731	30,028	30,328	30,783
4	30,205	30,507	30,812	31,120	31,587
5	30,993	31,303	31,616	31,932	32,411
6	32,249	32,571	32,897	33,226	33,724
7	33,504	33,839	34,177	34,519	35,037
8	34,759	35,107	35,458	35,813	36,350
9	36,014	36,374	36,738	37,105	37,662
10	37,269	37,642	38,018	38,398	38,974

DUTCHESS COUNTY BOCES FACULTY ASSOCIATION
5 BOCES Road, Poughkeepsie, NY 12601

associated with
National Education Association of New York

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2013-2016

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HUMAN RESOURCES

Norah Merritt

Executive Director of Human Resources

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BENEFITS INFORMATION

***This information does not apply to those members
in the Support Staff Association***

Norah Merritt
Executive Director of Human Resources

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As a member of our Dental plan, we are pleased to advise that effective immediately, you will now have access to 2 networks of Dental Preferred Providers (**Fitzharris Network** & the **Aetna Dental Administrators** network.) We want to remind you of the benefit of using a network provider whenever you can.

You may always use any Dentist of your choice, however, there are two major advantages when using a participating Network Dentist:

1. Their fees can be much lower than the fees of a non-participating Dentist. This means that your out-of-pocket expenses are substantially reduced.
2. The participating Dentist will always accept assignment (they accept payment directly from the insurance company.) Your payment will be only for the out-of-pocket expenses.

The Fitzharris PPO Network will continue to be the primary network. If a provider is a member of both the Fitzharris and Aetna Dental Administrators networks, the fees will be established according to the Fitzharris network.

Steps to access dentists under the Fitzharris and Aetna Dental Administrators networks on the internet:

Go to www.fitzharrisinsurance.com

Under Fitzharris & Company towards the right:

1. Click PPO
2. Click Fitzharris & Company Self-funded Dental Plans
3. Click either on **Fitzharris & Co.** Provider Network or **Aetna Dental Administrators**
4. You can print a directory from both websites

Please remember your Aetna network is **Aetna Dental Administrators**.

If you have any questions, please contact Fitzharris & Company (our broker and administrator) at 1-800-635-5651.

M:\Handbook Updates 2014\Dental providers and plan.docx

Dutchess County Board of Cooperative Educational Services

Administrative Offices: 845.486.4800

www.dcboces.org

Participating Districts: Arlington | Beacon | Dover | Hyde Park | Millbrook | Pawling | Pine Plains | Poughkeepsie | Red Hook | Rhinebeck | Spackenkill | Wappingers |
Webutuck

An Equal Opportunity/Affirmative Action Employer

Dutchess County BOCES Self- Insured Dental Plan

**Please note: SSA Members please see your
Union Rep for a copy of your dental plan.**

Dutchess County BOCES Self- Insured Dental Plan

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DUTCHESS COUNTY BOCES

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DUTCHESS COUNTY BOCES

WHERE TO FIND CLAIM FORMS:

Dental forms are found in the Benefits Office.

WHEN SHOULD YOU SUBMIT A CLAIM?

When you have a claim you should promptly submit the completed claim form and any bills or receipts. We have the right to reject claims submitted more than 180 days after the service. A late claim might be accepted if it is not reasonably possible to submit the claim during the 180 days.

Please note: Benefit checks are VOID after 90 days. Please cash promptly.

HOW TO FILE YOUR CLAIM FORMS:

- The top portion of the Claim Form entitled "Employee's Section" on the dental form must be fully completed.
- If the Claim is for yourself, your coverage is the primary plan. If the claim is for your spouse and he/she has other coverage, be sure to attach the payment voucher or declination from his/her plan. If the claim is for your dependent children and your birthday (month and day) is earlier in the calendar year than your spouse's, you should file first. If your spouse's birthday is earlier, you must file with your spouse's plan first, and attach copies of their payment voucher to the claim you are filing through our plan.
- Either have the dentist complete his portion of the form or attach itemized bills to the completed form.
- Completed forms should be mailed to the Claims Administrator, Fitzharris Administrators Inc., at the address which appears on the claim form.
- Questions regarding coverage should be directed to Fitzharris Administrators Inc. at 800-321-1336 or 516-777-2244.

SCHEDULE OF BENEFITS

PLAN EFFECTIVE DATE: July 1, 2004

EMPLOYEES ELIGIBLE: As defined on Page 3

DEPENDENTS ELIGIBLE: All dependents as defined.

PLAN CONTRIBUTIONS: Your employer pays the entire cost for individual coverage. You and your employer share the dependent's dental coverage.

DENTAL BENEFITS FOR YOU AND YOUR DEPENDENTS:

Maximum Dental Benefit per calendar year.....\$1,250

Orthodontia Maximum\$1,250
(This is subject to the regular maximum) Lifetime

Deductible - \$35 per individual up to \$105 per family per calendar year.

CARRYOVER DEDUCTIBLE PROVISION:

Covered dental expenses applied to your individual or family deductible during October, November, or December will also be applied to your deductible(s) for the next calendar year.

NOTE: The deductible does not apply to Type A charges consisting of: Oral Exams, Prophylaxis, Fluoride Treatment, X-rays, and Biopsy and examination of Oral Tissue.

DENTAL CO-INSURANCE RATES:

100% of Reasonable & Customary for Type A charges consisting of: Oral Exams, including X-rays, Prophylaxis, and Topical Application of Fluoride. After the dental deductible is satisfied:

- (a) 80% of Reasonable & Customary for Type B Charges
- (b) 60% of Reasonable & Customary for Type C Charges
- (c) 50% of Reasonable & Customary for TMJ Charges
- (d) 50% of Reasonable & Customary for Orthodontic Treatment

For more details consult your Claims Administrator, Fitzharris Administrators Inc.

IMPORTANT: Read this document carefully. See "Definitions" and "What Expenses are Not Covered" for other conditions that may affect the coverage.

WHO IS ELIGIBLE AND WHEN COVERAGE BEGINS

WHO IS ELIGIBLE FOR COVERAGE?

All full-time Teachers, Administrators, Custodians, Clerical Employees, Aids, and Interpreters who work 30 hours or more per week.

1. Legally married spouse. Legally separated spouse or divorced spouses are not covered.
2. Each of your unmarried children: who are under 19 years of age; or who are full-time college students under 23 years of age and are dependent upon you for support; or stepchildren, adopted children, or foster children who are dependent upon you for support.

Exceptions - The dependent age limit does not apply to handicapped dependent children. You may be required to show proof of handicapped status once a year.

Mentally or Physically Handicapped Children

If a Covered Dependent child:

- (a) reaches the age at which he would otherwise cease to be a Covered Dependent; but
 - (b) is then mentally or physically incapable of earning his own living; and
 - (c) is primarily dependent upon you for support; and if
 - (d) you submit satisfactory proof of the child's incapacity within 31 days of the date the child reaches such age,
- then coverage may continue for such child for as long as he remains incapacitated, subject to payment of required contributions and all other terms of the plan.

HOW DO YOU ENROLL?

You enroll for coverage by completing a Request for Coverage Form which is available from the Personnel Office. If you wish to cover any eligible dependent, you must elect coverage for all of your eligible dependents. If you do not have any eligible dependents when you enroll, you may apply for dependent coverage when you acquire an eligible dependent.

If both you and your spouse are employees of the group, both of you may elect individual coverage, but only one may elect Dependent Coverage. In no event, may you be both covered as an individual and dependent.

WHEN DOES YOUR COVERAGE BEGIN?

If you are in our employment on the plan effective date your coverage begins on the later of July 1, 2004 or the date of your employment.

Employees must be actively at work at the employer's regular place of business; and physically able to perform all such duties.

Work or duties performed at home or while confined in a hospital or other medical institution may not be used to meet this requirement.

WHEN DOES A DEPENDENT'S COVERAGE BEGIN?

If you have enrolled for dependent coverage, coverage for your eligible dependents begins on the date your coverage begins. Dependents you later acquire will become covered on the day they become eligible dependents.

IF YOU DO NOT ENROLL PROMPTLY?

You should enroll promptly. Coverage cannot begin before the date you enroll. If your dependents enroll more than 31 days after that date, coverage will be limited during the first 12 months. See--LATE ENTRANTS.

The following applies only to Dental Benefits if provided on a Contributory Basis:

LATE ENROLLMENT BENEFIT LIMITATION:

If you enroll for coverage for your eligible dependents more than 31 days after the day your dependents become eligible, dental benefits will be subject to the following limitations:

- (a) no payment will be made for charges incurred for any Type C Charges during the first twelve months of coverage or for Orthodontic appliances and treatment which began during the first twelve months of coverage.
- (b) Type A and Type B charges will be limited to \$100 during the first twelve months of coverage.

DEFINITIONS

Incurred Expense

Except as noted below, an expense is deemed to be incurred on the date a service is rendered or a supply is furnished.

EXCEPTIONS

- . Expense for an appliance or modification of an appliance is deemed to be incurred on the date the master impression is made.
- . Expense for a crown, a bridge, or an inlay or onlay restoration is deemed to be incurred on the date the tooth is prepared.
- . Expense for root canal therapy is deemed to be incurred on the date the pulp chamber is opened.

Usual Charge

The charge usually made by an individual **Dentist** for a given service.

Customary Charge

The charge usually made by **Dentists** for a given service within the locality where the service is rendered.

Reasonable Charge

A charge which is both **Usual** and **Customary** for the service rendered.

Necessary Service or Supply

A service or supply which is generally considered by **Dentists** to be an appropriate dental service or supply for a given dental condition.

For purposes of this plan, The Plan Administrator reserves the right to determine:

- (1) **Usual Charges**; and
- (2) **Customary Charges**; and
- (3) **Reasonable Charges**; and
- (4) **Necessary Services or Supplies**

DEFINITIONS (continued)

Covered Expense

A **Reasonable Charge** incurred by a **Covered Person** for a **Necessary Service or Supply** which appears on a List of Covered Expenses.

Pre-Determination of Benefits

A **Dentist's** report to the Claims Administrator which:

- . is on a claim form; and
- . lists the dental services he proposes to render to a **Covered Person**; and
- . shows his charge for each service; and
- . is accompanied by pre-treatment x-rays or other diagnostic data which The Claim Administrator may require.

Dentist

A licensed **Dentist** who is practicing within the scope of his license.

Dental Hygienist

A person who:

- . is licensed to practice dental hygiene; and
- . works under the direct control and supervision of a **Dentist**.

Maximum Benefit

The total amount of benefits which will be available to a **Covered Person** during a **Calendar Year**.

Lifetime Maximum Benefit

The total amount of benefits which will be available to a **Covered Person** during his lifetime.

Calendar Year

The period beginning on January 1st of any year and ending December 31st of that year.

DEFINITIONS (continued)

Alternative Benefits

- If: (1) there is a less costly alternative to any service or supply which is:
- proposed; or
 - furnished; or
 - provided; and
- (2) such alternative is within accepted standards of dental practice;

then only the **Reasonable Charge** for such alternative shall be considered to be **Covered Expense**.

Family Member

Refers to you or any of your eligible dependents covered under the plan.

Periodontal Prophylaxis

Scaling and polishing of the teeth when the following conditions are, or have been, present in the mouth:

1. A moderate or severe amount of redness, swelling and bleeding of the gum tissue;
2. Periodontal pockets greater than 4 millimeters deep;
3. Bone loss; and
4. A moderate or heavy amount of deposit.

Overpayment

If a benefit is paid under the plan and it is later shown that a lesser amount should have been, we will be entitled to a refund of the excess amount from the provider or you.

DENTAL CARE BENEFITS

Is There a Maximum Benefit?

The maximum we will pay for all Covered Expenses, including orthodontia, during a calendar year is \$1,250. Also, the maximum we will pay for orthodontic treatment is \$1,250 per lifetime.

Should Benefits Be Determined Before Treatment Starts?

One of the advantages of this dental plan is that it enables you to see the amount payable by the plan prior to having your dentist begin any extensive treatment. This procedure is known as a PRE-DETERMINATION OF BENEFITS. Through this process, you can prevent any misunderstanding as to what is covered by the dental plan. Benefits should be predetermined before you begin treatment if the charges for the treatment will be more than \$300.00.

A dental claim form should be completed and submitted to the Claims Administrator. The Claims Administrator will advise you and your dentist of the approved covered dental procedures.

What If More Than One Method Of Treatment Is Available?

When more than one method of treatment is available, we will pay for Covered Expenses for the least expensive method of treatment, regardless of which method is actually used. Examples of this are: restoring teeth with a crown when the tooth could be restored with a filling; fixed bridgework when a partial denture would provide a similar result.

WHAT ARE COVERED EXPENSES?

Covered Expenses are CHARGES by a dentist for necessary dental services furnished to a covered person under the Plan, which do not exceed the allowable charge. There are four types of Covered Expenses: Preventive Expenses, Basic Dental Expenses, Major Dental Expenses and Orthodontic Expenses. Not all expenses are covered. See--WHAT EXPENSES ARE NOT COVERED?

**Covered Charges for Preventive and Diagnostic Services
Preventive Services (Type A)**

- Cleaning and scaling teeth (prophylaxis) twice each Calendar Year.
- Fluoride treatments once each in calendar year.
- Space maintainers and their fitting for children to Age 19 only.
- Charges for Biopsy and Examination of Oral Tissue.
- Routine oral exams twice each Calendar Year.
- X-rays and laboratory tests needed to diagnose a dental problem or to check the progress of treatment.
- Full mouth X-rays as part of a routine exam once every 36 months.
- Bitewing and other X-rays as part of a routine exam twice each Calendar Year, no more than 4 X-rays for any on oral exam.

Basic Services (Type B)

- Charges for emergency treatment for relief of pain.
- Removal of teeth (extractions) and cutting procedures in the mouth (oral surgery). Treatment of jaw fractures and dislocations are also covered when not covered by your medical plan. Extra charges for removing stitches and exams after surgery are not covered.
- Root canal work (endodontic treatment), including x-rays.
- Fillings - Amalgam or Composite to restore broken or decayed teeth.

Basic Services (Type B) - CONTINUED

- Scaling/root planning and osseous surgery require periodontal charting.
- Scaling/root planning limited to 4 quadrants per year. Code 04341.
- Osseous surgery--once in each 5 year period.
- Periodontal maintenance code(4910)--considered a maintenance service and subject to two treatments per benefit year.
- General Anesthetics administered in conjunction with a covered surgical procedure.
- Charges for prescription antibiotics and analgesics ordered or given by the dentist in connection with a covered dental charge.
- Charges for rebasing or relining of a denture.
- Charges for repair and recementing of crowns, inlays, onlays, bridgework or dentures.

TYPE C CHARGES

1. Charges for gold and crown restorations but only if the repair cannot be made with amalgam, silicate, plastic, or composite filling material. Replacement of a gold or crown restoration will be covered only if the one being replaced is over five years old.
2. Charges for installing for the first time a partial or fully removable denture or fixed bridge.
3. Charges for replacing an existing partial by a new partial denture or fixed bridgework. This includes the adding of teeth to an existing denture or bridgework. Charges will be payable if:
 - (a) the existing denture or bridgework is at least five years old and cannot be made serviceable; and
 - (b) the tooth is extracted while you are covered for these benefits or the group policy(ies) that were in force prior to the takeover of coverage with no lapse in coverage.

Note: A temporary dental service will be considered an integral part of the final dental service rather than a separate benefit.

TEMPOROMANDIBULAR JOINT DYSFUNCTION CHARGES (TMJ)

Charges for non-surgical treatment of temporomandibular joint disorders (TMJ) and all other craniomandibular disorders and injections other than those made directly into the temporomandibular joint as follows:

- (a) initial examination.
- (b) Dental x-rays.
- (c) TMJ repositioning appliance.
- (d) TMJ appliance adjustments.
- (e) Transcutaneous Electro-Neural Stimulators (TENS).

ORTHODONTIC APPLIANCES AND TREATMENT CHARGES

Charges for orthodontic appliances and treatment if incurred during a course of orthodontic treatment while the person is covered for these benefits.

HOW MUCH

You will be paid for covered dental charges incurred by an insured person in a calendar year which exceed the dental deductible shown in the Schedule of Benefits. Covered dental charges which have been disallowed may not be used by an insured person to meet the dental deductible. You will be paid at the dental co-insurance rates shown in the Schedule of Benefits.

ORTHODONTIC SERVICES
DESCRIPTION OF SERVICES

There is a maximum lifetime orthodontic benefit. Adult orthodontia is covered if one of the following conditions exists:

- extreme bucco-lingual version of teeth, either unilateral or bilateral;
- a protrusion of maxillary teeth of more than 4 mm;
- a protrusive relation of the maxillary or mandibular arch of at least one cusp;
- an arch length discrepancy of 4 or more mm.

Payment will be made for active monthly treatment only. Retainers are considered part of the total treatment plan, and therefore are not a separate expense.

If a new member's dependent child is already in orthodontic treatment on the date they become eligible for orthodontic coverage, the following formula will apply. Twenty-four (24) months will be considered a full case. The plan will subtract the number of months already in treatment from 24 and pay the maintenance allowance for the remaining months.

Payments will be made up to the scheduled allowances for the covered orthodontic charges described above which are incurred while eligible, up to the maximum lifetime benefit.

PLAN EXCLUSIONS

Covered dental charges do not include charges for services and supplies:

- a) which are in excess of the "charges/fees/expenses" as they are defined under General Information.
- b) not ordered by a doctor.
- c) in a Veterans' Administration Hospital for an insured person with a military service-connected disability.
- d) due to loss or theft of an appliance.
- e) which an insured person would not legally have to pay if there were no insurance.
- f) for an injury or sickness due to employment with any employer or self employment for wage or profit; or for which benefits are payable under Workers' Compensation or Occupational Disease Laws.
- g) due to war, if declared or not.
- h) for treatment by a person other than doctor. Cleaning of teeth by a Dental Hygienist will be included.
- i) for an appliance or supply to increase the distance between the upper and lower jaw.
- j) for surgical implants of any type including specially designed fittings or attachments or dentures or a duplicate appliance or device.
- k) from a health department maintained by an employer, a union, a trustee or a similar type of entity.
- l) which are payable by a government agency, local or other.
- m) for cosmetic reasons including altering or extracting and replacing sound teeth to change appearance.
- n) for replacing a bridge or denture that meets or can be made to meet commonly accepted standards of functional acceptability.
- o) For these items:
 - a) fissure sealants.
 - b) precision or semi-precision attachments.
 - c) oral hygiene, dietary, plaque control and other educational programs.
 - d) bite registration, splinting.

IMPORTANT: See "General Information" for other conditions that may affect this coverage.

EXTENDED DENTAL BENEFITS

If, at the time a person's dental coverage ends, he or she has not completed a course treatment which began while covered, benefits will be paid from the date covered dental charges are incurred for the unfinished dental work as if coverage had not ended.

Extended benefits will only cover the following covered charges:

1. root canal therapy, if the pulp chamber was opened prior to the date insurance ended; or
2. a crown bridge or restoration for which a tooth was prepared prior too the date the insurance ended; or
3. an appliance, if the impression was taken prior to the date the insured ended.

No benefits will be paid for any charges incurred:

- (a) more than 90 days after the date the person's insurance ends.
- (b) after the date the person becomes insured under another group policy.

NOTE: The Extended Benefits Provision does not apply to Orthodontic Appliances and Treatment.

IMPORTANT: See "General Information" for other conditions that may affect this coverage.

DUPLICATE BENEFITS

HOW DO OTHER GROUP TYPE PLANS AFFECT BENEFITS?

If a person has dental coverage under another group plan we will coordinate our benefits with those of that plan. One plan is primary. One plan is secondary. The primary plan pays regular benefits in full. The secondary plan pays a reduced amount which, when added to the benefits paid by the primary plan, will not exceed 100% of the total ALLOWABLE EXPENSES.

"ALLOWABLE EXPENSE" means the usual and customary charge for an item of care at least part of which is covered by one of the plans.

A plan that does not coordinate with other plans is always the primary plan. If both plans coordinate, the primary plan is determined as follows:

1. The plan which covers the patient as an employee, rather than as a dependent, is primary.
2. If both plans cover the patient as a dependent child, the following will determine which plan is primary:
 - (a) The primary plan will be the plan of the parent whose birthday occurs earlier in the calendar year, except that:
 - If both parents have the same birthday, the primary plan will be the plan which has covered the parent for the longer period of time. "Birthday" refers only to month and day in a calendar year, not the year in which the parent was born.
 - If either parent plan is issued in another state and does not have this rule for determining which plan is primary, but instead has a rule based upon the gender of the parent, the plan with the gender rule shall determine which plan is primary.
 - (b) If the child's parents are separated or divorced, the primary plan will be the plan of the parent with custody of the child, except that:
 - If the parent with custody is covered as the spouse of the child's stepparent, the primary plan will be the plan of the stepparent.

DUPLICATE BENEFITS (CONTINUED):

-If a court decree has said which parent has financial responsibility for the child's covered expenses, the primary plan will be the plan of the parent who has that responsibility if the insurer of that plan has actual knowledge of the terms of the decree. This does not apply to any claim determination period or plan year during which benefits are paid before the insurer had that actual knowledge.

3. If neither 1. nor 2. applies, the primary plan will be the plan which has covered the patient for the longer period of time, except that:
 - (a) If the coverage of one plan is based on present employment, and the coverage of the other plan is based on prior employment, the primary plan will be the plan which is based on present employment; and
 - (b) If either plan is issued in another state and does not have this rule for determining which plan is primary, this rule will not apply.

HOW DOES NO-FAULT AUTO INSURANCE AFFECT BENEFITS?

We will reduce the benefits we would normally pay due to injuries from an automobile accident, so that our benefits plus NO-FAULT BENEFITS do not exceed 100% of the covered expenses for such injuries.

"NO-FAULT BENEFITS" means the minimum level of personal injury benefits which state law requires to be offered under automobile insurance policies and which would be paid, regardless of fault, if claim had been made for such benefits.

EFFECT OF PRIOR PLAN COVERAGE

THIS SECTION ONLY APPLIES TO PERSONS COVERED UNDER THE EMPLOYER'S DENTAL PLAN (THE PRIOR PLAN) ON THE DAY BEFORE THIS PLAN TOOK EFFECT. THE MAIN PURPOSE IS TO AVOID GAPS IN COVERAGE THAT MIGHT OTHERWISE OCCUR BECAUSE OF THE CHANGE IN PLANS. IT ALSO PREVENTS DUPLICATE CLAIM PAYMENTS.

WILL A NEW DENTAL CARE DEDUCTIBLE HAVE TO BE MET?

If a person has accumulated any portion of their benefit year deductible or maximum under the prior plan, that portion of their deductible or maximum will reduce the new plans deductible or maximum for that benefit year.

The Lifetime Orthodontic Maximum will be reduced by any benefits received under the prior plan.

WHEN YOU HAVE A CLAIM

SHOULD YOU KEEP RECORDS OF EXPENSES?

You should save all bills and receipts for dental expenses. We need them as proof of your claim.

MAY WE REQUIRE ADDITIONAL PROOF OF CLAIM?

Yes. Before paying benefits, we can require the following:

1. A dental chart showing work done before the treatment for which claim is made.
2. X-rays, lab or hospital records.
3. Cast molds or other evidence of the dental condition of treatment.
4. Post-treatment examination of the patient, at our expense, by a dentist we select.

WHEN COVERAGE ENDS

WHEN DOES YOUR COVERAGE END?

Your coverage will end when any of the following events occur:

1. Your employment ceases; i.e. you cease active full-time work in the eligible classes;
2. You cease to be an eligible employee of the Dutchess County BOCES;
3. You stop making any payments required for your coverage;
4. The Plan terminates.

WHEN DOES YOUR DEPENDENTS COVERAGE END?

Your dependents coverage will end on the earliest of the following events:

1. Your coverage ends;
2. The dependent ceases to be an eligible dependent;
3. You stop making any payments required for dependents coverage;
4. The Plan is changed to terminate coverage for all dependents.

ARE BENEFITS PAID AFTER COVERAGE ENDS?

We will pay Dental Care benefits for the following Covered Expenses incurred by a covered member or eligible dependent within 30 days after coverage ends:

1. A denture for which an impression was taken before the covered member or eligible dependent coverage ended; and
2. A crown, bridge, or gold restoration for which preparation of the teeth was begun before the member's or eligible dependents' coverage ended; and
3. Root canal therapy if begun before the employee's or eligible dependents' coverage ended.

FAMILY PROTECTION PROVISION

In the event of your death while covered, Dental Benefits will be continued for dependents who were covered at that time. The benefits continued are the same as those in force at the time of your death and are provided without premium contributions.

The coverage on all dependents will be continued until the first of the following events occurs:

1. the date your spouse remarries;
2. the date your dependent ceases to qualify as an eligible dependent;
3. two years from the date of your death;
4. the date your dependent is eligible for Medicare;
5. the date the Group Plan ceases.

COBRA - CONTINUATION OF COVERAGE

On April 7, 1986, a Federal law was enacted-Public Law 99-272, Title X - requiring that most employers sponsoring group dental plans offer employees and their families the opportunity for a temporary extension of dental coverage - called continuation coverage - at group rates in certain instances where coverage under the plan would otherwise end.

If you are an employee covered by this dental plan, you have a right to choose this continuation coverage if you lose your dental coverage because of a reduction in your hours of employment or the termination of your employment, except for reasons of gross misconduct on your part.

If you are the spouse of an employee covered by this dental plan, you have the right to choose continuation coverage for yourself if you lose dental coverage under this dental plan for any of the following reasons:

- (1) the death of your spouse;
- (2) a termination of your spouse's employment (for reasons other than gross misconduct) or reduction in your spouse's hours of employment;
- (3) divorce or legal separation from your spouse; or
- (4) your spouse becomes eligible for Medicare.

In the case of a dependent child of an employee covered by this dental plan, he or she has the right to continuation coverage if the dental coverage is lost for any of the following reasons:

- (1) the death of a parent;
- (2) the termination of a parent's employment (for reasons other than gross misconduct) or reduction in parent's hours of employment;
- (3) parent's divorce or legal separation;
- (4) a parent becomes eligible for Medicare; or
- (5) the dependent ceases to be a dependent child under the dental plan.

COBRA - CONTINUATION OF COVERAGE
(Cont' d)

Under the law, the employee or a family member has 60 days to inform the plan administrator of a divorce, legal separation, or a child losing dependent status under the dental plan.

Your employer has the responsibility to notify the plan administrator in the case of an employee's death, termination of employment or reduction in hours, or Medicare eligibility.

When the plan administrator is notified that one of these events has happened, the plan administrator will in turn notify you that you have the right to choose continuation coverage.

Under the law, you have at least 60 days from the day you would lose coverage because of one of the events described above to inform your employer or the plan administrator (whichever is appropriate) that you want continuation coverage.

If you do not choose continuation coverage, your dental benefits will end.

If you choose continuation coverage, your employer is required to offer you coverage which, as of the time coverage is being provided, is identical to the coverage provided under the plan to similarly situated employees or family members. The law requires that you be afforded the opportunity to maintain continuation coverage for three years unless you lost dental coverage because of a termination of employment or reduction in hours.

In that case, the required continuation coverage period is 18 months. However, the law also provides that your continuation coverage may be terminated for any of the following reasons:

- (1) your former employer no longer provides dental coverage to any of its employees;
- (2) the premium for your continuation coverage is not paid;
- (3) you become eligible for Medicare;

COBRA - CONTINUATION OF COVERAGE
(Cont'd)

You do not have to show that you are insurable to choose continuation coverage. However, under the law, you may have to pay all or part of the premium plus 2% administration fee for your continuation coverage. The law also states that, at the end of the 18 month, 29 month or three-year continuation coverage period, your dental coverage will be terminated.

Continuance During Disability

A special continuation period applies to persons who are (a) entitled to the 18 month continuance referred to on page 24, and (b) certified as disabled under the Social Security Act before the COBRA 18 month continuation period ends. These individuals will be entitled to an additional 11 month continuation (total of 29 months continuation) if they provide notice of their disability within 60 days of a determination and prior to the expiration of the 18 month continuation period. The covered individual will be required to pay the monthly premium (not to exceed 150% of the Employer's full premium cost) during the additional 11 month period. This continuation ends if the individual is no longer disabled or when the additional 11 month have elapsed, whichever occurs first. The individual must notify the Employer within 30 days of a final determination that he or she is no longer disabled.

Any questions about this law should be addressed to your Employer. Also, if you have changed marital status, name, or you or your spouse have changed addresses, please notify the Teachers Association.

**FAMILY AND MEDICAL LEAVE ACT (FMLA)
as Federally Mandated**

This rider is effective on the later of (a) the effective date of the policy; or (b) the date required by Federal law.

Family and Medical Leave

If you become eligible for a family or medical leave of absence in accordance with the Family and Medical Leave Act of 1993 (FMLA) (including any amendments to such Act) your coverage may be continued on the same basis as if you were an actively-at-work employee for up to 12 weeks during the 12 month period, as defined by your employer, for any of the following reasons:

- (a) to care for your child after the birth or placement of a child with you for adoption or foster care; as long as such leave is completed within 12 months after the birth or placement of the child;
- (b) to care for your spouse, child, foster child, adopted child, stepchild, or parent who has a serious health condition; or
- (c) for your own serious health condition.

In the event you and your spouse are both Covered as employees of the school, the continued coverage allowed under item (a) and (b) may not exceed a combined total of 12 weeks.

Conditions:

- (a) If, on the day your Coverage is to begin, you are already on an FMLA leave of absence you will be considered actively at work. Coverage for you and any eligible dependents will begin in accordance with the terms of the policy. However, if your leave of absence is due to your own or any eligible dependent's serious health condition, benefits for that condition will not be payable to the extent benefits are payable under any prior group plan.

FAMILY AND MEDICAL LEAVE (continued)

- (b) You are eligible to continue coverage under FMLA if:
- (1) you have worked for your employer for at least one year;
 - (2) you have worked at least 1,250 hours over the previous 12 months;
 - (3) your employer employs at least 50 employees within 75 miles from your worksite; and
 - (4) you continue to pay any required premium for yourself and any eligible dependents in a manner determined by your employer.
- (c) In the event you choose not to pay any required premium during your leave, your coverage will not be continued during the leave. You will be able to reinstate your coverage on the day you return to work, subject to any changes that may have occurred in the policy during the time you were not covered. You and any covered dependents will not be subject to any evidence of good health requirement provided under the policy. Any partially-satisfied waiting periods, including any limitations for a preexisting condition, which are interrupted during the period of time premium was not paid will continue to be applied once coverage is reinstated.
- (d) You and your dependents are subject to all conditions and limitations of the policy during your leave, except that anything in conflict with the provisions of the FMLA will be construed in accordance with the FMLA.
- (e) If requested by us, you or your employer must submit proof acceptable to Claims Administrator that your leave is in accordance with FMLA.
- (f) This FMLA condition is concurrent with any other continuation option except for COBRA, if applicable. You may be eligible to elect any COBRA continuation available under the policy following the day your FMLA continuation ends:

FAMILY AND MEDICAL LEAVE (continued)

Conditions (continued)

- (g) FMLA continuation ends on the earliest of:
- (1) the day your return to work;
 - (2) the day you notify your employer that you are not returning to work;
 - (3) the day your coverage would otherwise end under the policy;
 - (4) the day your coverage has been continued for 12 weeks.

Important Notice:

Contact the Benefits Office for additional information regarding FMLA.

**Plan arranged and Administered by:
FITZHARRIS & COMPANY INC.**

814 Fulton Street (RT.109)

P.O. 9182

Farmingdale, NY 11735

(516) 777-2244

1-800-321-1336

Norah Merritt
Executive Director for Human Resources

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ESI - Employee Assistance Group

July 2014

Dear Employee & Family Members:

The Employee Assistance Program is available to help you resolve personal difficulties that may be affecting the quality of your life or job performance. Personal concerns with marriage, family, substance abuse, emotional stress, legal, financial or other issues can be minimized with professional assistance. The Employee Assistance program also provides help with everyday issues too, such as stress, childcare, eldercare, pet problems, home buying, and college tuition.

We have retained **ESI-Employee Assistance Group**, a leading provider of Employee Assistance Programs, to administer our program. No other EAP offers more benefits or more solutions to employees.

To access the program simply call the toll-free number 1-800-252-4555 or 1-800-225-2527. An ESI counselor will answer your call and work with you to develop an action plan to address your problem. If required, an appointment will be established for you with an ESI Network Counselor in your area or in another area if you prefer.

Or visit the EAP online at www.EducatorsEAP.com to learn more about the many benefits and services available to you and your family. Here you will find thousands of problem solving resources such as self-help tools and informative articles & videos addressing virtually every problem you might face. Some of the resources available online are financial & legal information, Lifestyle & Wellness Benefits and Personal Development Training.

Your confidentiality is always assured except as prescribed by State and Federal Laws involving child abuse or impending workplace violence. No information is given to your employer regarding your use of the program unless you sign a release of information authorizing this.

There is NO COST to you for using the program. Members receive unlimited and **FREE** telephonic counseling. We have also paid for initial face to face counseling sessions if needed. If you are referred for on-going treatment, be sure you understand the fees involved and the coverage provided by your insurance plan.

If you are experiencing personal difficulties you can't seem to resolve, we recommend and encourage you to take advantage of this valuable program. If you have questions about the program or the services available to you call **1-800-252-4555** or **1-800-225-2527**.

Sincerely,

Norah Merritt
Executive Director for Human Resources
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Dutchess County Board of Cooperative Educational Services
Administrative Offices: 845.486.4800
www.dcboces.org

Norah Merritt
Executive Director of Human Resources

5 BOCES Road, Poughkeepsie, New York 12601
Phone: 845.486.4800 | Fax: 845.486.4981
E-mail: norah.merritt@dcboces.org

Date: November 1, 2014

To: Dutchess County BOCES Employees
From: Norah Merritt
Subject: Flexible Spending Plan Enrollment for 2015 Calendar Year

Enclosed find information about Dutchess BOCES *Flexible Spending Plan*. This plan offered by WageWorks, gives you the option to use pre-tax dollars to pay for dependent day care and certain unreimbursed medical expenses.

The enrollment period for the *Flexible Spending Plan* for the 2015 Calendar Year will be November 3rd through November 28th, 2014.

The Flexible Spending Plan consists of two options:

1. Flexible Spending Plan for Dependent Day Care
2. Flexible Spending Plan for eligible unreimbursed Medical and Dental expenses

Read the enclosed materials carefully in order to make the appropriate choice for you and your dependents. You may wish to consult your accountant regarding tax considerations before completing the Flexible Spending Plan Enrollment Form. **Be sure to send completed forms to the Human Resources Department.**

It is important to remember that you will need to complete an Enrollment Form each November to take advantage of this benefit for the following year. There will be 20 payroll deductions during the plan year; deductions will not be made during the months of July and August.

Should you have any questions regarding the *Flexible Spending Plan*, I can be reached at 845-486-4800 x 278.

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Dutchess County Board of Cooperative Educational Services

Administrative Offices: 845.486.4800

www.dcboces.org

Search

Flexible Spending Account

Open a WageWorks Flexible Spending Account (FSA) and Save Money. It's EZ.

What is an FSA?

An FSA is an account that allows you to set aside money, before taxes, to use on eligible health care and dependent care expenses. You elect how much you want to contribute, and your employer deducts the amount from your paychecks for the plan year. Since you use pretax dollars you lower your taxable income, and you use tax-free money for expenses.

Two kinds of FSAs and their eligible expenses.

Health Care FSA

For eligible health care services and items for you, spouse and dependents.

- ▶ Prescriptions
- ▶ Over-the-counter items and medicines*
- ▶ Co-payments
- ▶ Dental care, orthodontia
- ▶ Vision care, eye surgery
- ▶ Therapies

Dependent Care FSA

For eligible child and adult dependent care expenses.

- ▶ Before- and after-school programs
- ▶ Day care and nursery schools
- ▶ Preschool
- ▶ Dependent adult day care
- ▶ Transportation provided by care provider

These are just a few of the many services and items people use everyday. Complete lists of eligible expenses are provided on takecarewageworks.com.

* A doctor's prescription is required for over-the-counter (OTC) drugs and medicines in order to be FSA eligible. Over-the-counter items, such as bandages, do not require a prescription.

How to use your funds.

WageWorks wants to make using your FSA as easy and convenient as possible. That's why we offer you choices.

- ▶ **take care[®] Card**
 - Debit card preloaded with your annual election amount
 - Use it at providers or merchants with an industry-standard approval system at the checkout (most drug stores, pharmacies and big-box retailers)
 - Learn more about the approval system and find stores near you at www.sigis.com
- ▶ **Pay Me Back**
 - Use out-of-pocket funds then request reimbursement from your FSA. File a claim online, with the **MyFlexSMMobile** app, by fax, email or mail.

Saving up to 40%
on health expenses.

Awesome.

That's exactly what I need.



Flexible Spending Account

Open a WageWorks Flexible Spending Account (FSA) and watch your savings grow.

Save up to 40% on everyday expenses.

Open a WageWorks Flexible Spending Account (FSA) during open enrollment and good things happen. You have money ready for eligible expenses not covered by your insurance, saving you up to 40%.

How FSAs work.

You can sign up for an FSA during open enrollment. Each paycheck, you set aside some of your pay, before taxes, to use for eligible expenses. This is how you save money: \$100 put into your FSA is \$100 to spend on eligible expenses. Without an FSA, you pay taxes, leaving up to \$80 to pay for the same eligible expenses.

Use the take care® Card.

Use your take care® Card instead of cash or credit at health care providers and pharmacies for eligible services, goods and prescriptions. Typical expenses include co-pays for doctor visits and prescriptions, dental and orthodontia expenses, vision care, prescribed over-the-counter (OTC) drugs and medications and non-drug OTC items and devices.

Using your FSA is easy.

When you elect a health care FSA, your account is funded with the full amount you've chosen at the beginning of the year. As soon as that happens, it's ready to use for eligible expenses. Throughout the year, you "pay your account back" with pre-tax contributions from your paycheck. Accessing your account is easy:

- ▶ **take care® Card.** Use it instead of cash at health care providers and wherever accepted for health-related services and health expenses.
- ▶ **Pay Me Back.** File a claim online, by fax or mail for reimbursement.
- ▶ **On the Go.** Use our mobile website to view your account information.

You can also choose a WageWorks Dependent Care FSA to help with the cost of care for eligible children or aging parents while you are at work. A dependent care FSA works a lot like a health care FSA, but your account is funded each payroll period, so funds are available as contributions are taken from your paycheck.

Sign up during open enrollment.

Saving up to 40%
on health expenses.

Awesome.

That's exactly what I need.



Estimate your savings.

How much you save depends on how much you spend on health and dependent care, and on your tax situation. For every \$100 of eligible expenses, you could save up to \$40 in taxes. To estimate your expenses and see for yourself how your savings can add up, use the savings calculator at: FSAWorks4Me.com/takecare

Health Care FSA

ESTIMATED ELIGIBLE EXPENSES	EXAMPLE	YOUR ESTIMATE
Prescription drugs	\$270	
Doctor visits / co-pays	\$180	
Dental fillings / crowns	\$150	
Orthodontia (braces)	\$1,600	
Prescription glasses	\$150	
Eye exams / LASIK	\$150	
Other		
Suggested plan year election	= \$2,500	=
Taxes (20%*)	x 0.20	x (20 - 40% is typical)
Estimated savings*	= \$500	=

Dependent Care FSA

ESTIMATED ELIGIBLE EXPENSES	EXAMPLE	YOUR ESTIMATE
Day care / nursery school	\$3,600	
Before / After school care	\$700	
Summer day camp / Summer day care	\$700	
Suggested plan year election	= \$5,000	=
Taxes (20%*)	x 0.20	x (20 - 40% is typical)
Estimated savings*	= \$1,000	=

Notes:

* Tax savings amounts are examples provided for illustrative purposes only. They are based on federal, state, and FICA (Social Security) taxes that you do not have to pay through payroll deductions on amounts used to fund your account. Your actual savings may vary depending on your marginal income tax rate, whether you pay state income taxes, and other factors. Some states do not recognize tax exclusions for FSA contributions.

Pay for hundreds of expenses – tax-free!

You can use your FSA to save on hundreds of products and services for you and your family. Eligible expenses are defined by the IRS and your employer. Typically, your health care FSA covers:

- ▶ **Prescriptions** for almost any medical condition
- ▶ **Prescribed over-the-counter¹** health care products like allergy medicine, antacid, antibiotics, aspirin...
- ▶ **Co-payments** and deductibles
- ▶ **Dental care**, both preventive and restorative
- ▶ **Orthodontia**, child and adult
- ▶ **Vision care**, including eyeglasses, contact lenses, and saline solution
- ▶ **Eye surgery**, including laser vision correction
- ▶ **Physical therapy**, counseling and psychology
- ▶ **Chiropractic care, acupuncture**, and some other alternative treatments

Pay for dependents, too!

Your dependent care FSA covers these types of expenses for your eligible dependents while you work:

- ▶ **Babysitting** or au pair services
- ▶ **Before- and after-school** programs
- ▶ **Day care and nursery schools**
- ▶ **Pre-school** programs
- ▶ **Elder care** services

For details and hundreds more eligible expenses, visit: FSAWorks4Me.com/takecare

Questions?

Helpful tips, guides, video tutorials and FAQs are available online at www.takecarewageworks.com. WageWorks Customer Service professionals also are standing by to help you. Just call 1-800-950-0105, Monday – Friday, 8 am – 7 pm CST.

Your Employer and WageWorks

This program is sponsored by your employer and brought to you by WageWorks — the nation's leading provider of consumer-directed savings and spending accounts. WageWorks sets the standard for convenience and flexibility with easy access to your account, no-hassle payment options, comprehensive online tools, and expert support. Millions of employees nationwide enjoy the WageWorks advantage to save money and make smart choices about their health care, dependent care, and commuter expenses.

WageWorks is a preferred vendor for the administration of Aflac's Cafeteria Plans (Health FSA and Dependent Day Care), Commuter Spending Accounts, and Health Savings Account (HSA) products and services. WageWorks is a separate entity from Aflac, and WageWorks will guarantee and warrant any products and services they offer based upon their own service policies.

take care[®]
by WageWorks

FSAWorks4Me[™]

provided by
Aflac WageWorks[®]

© 2012 WageWorks, Inc. All rights reserved. WageWorks[®] is a registered service mark of WageWorks, Inc. Throughout this document, "savings" refers only to tax savings. No part of this document constitutes tax, financial or legal advice. Please consult your advisor regarding your personal situation and whether this is the right program for you.

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What else you should know.

Q. When can I use my funds?

A. Health Care FSAs are fully funded at the start of your plan year for immediate use. Dependent Care FSAs require that the funds are contributed before they can be used.

Q. Who regulates the use of FSAs?

A. FSAs are regulated by the IRS, who determines what expenses are eligible. Most FSA purchases can be verified automatically but you may be asked to submit documentation. Always ask for an itemized receipt and save all receipts.

Estimate your savings.

How much you save depends on how much you spend on health and dependent care, and on your tax situation. For every \$100 of eligible expenses, most people will save up to \$40 in taxes. To estimate your expenses and see for yourself how your savings can add up, use the savings calculator at FSAWorks4Me.com/takecare.

HEALTH CARE FSA	EXAMPLE	YOUR ESTIMATE
Prescription drugs	\$225	
Doctor visits	\$80	
Annual dental plan deductible	\$50	
Dental fillings and crowns	\$185	
Orthodontia (braces)	\$1,800	
Prescription glasses	\$100	
Prescribed over-the-counter products ¹	\$60	
Suggested plan year election²	= \$2,500	=
Taxes (40% ³)	x 0.40	
Estimated savings²	= \$1,000	=

DEPENDENT CARE FSA	EXAMPLE	YOUR ESTIMATE
Day care / nursery school	\$3,600	
Summer day care	\$1,400	
Suggested plan year election	= \$5,000	=
Taxes (40% ³)	x 0.40	
Estimated savings²	= \$2,000	=

Your Employer and WageWorks

This program is sponsored by your employer and brought to you by WageWorks — a leading provider of consumer-directed savings and spending accounts. WageWorks sets the standard for convenience and flexibility with easy access to your account, no-hassle payment options, comprehensive online tools and expert support. Millions of employees nationwide enjoy the WageWorks advantage to save money and make smart choices about their health care, dependent care and commuter expenses.

take care[®]
by WageWorks

FSAWorks4Me™

Sign up!

Your employer will give you details on when and how to sign up.

To use the savings calculator designed to help you decide how much to contribute, visit:

FSAWorks4Me.com/takecare.

Be sure to estimate your expenses as accurately as possible because funds remaining in your account at your plan's deadline are forfeited per IRS regulations.

After you have signed up, be sure to create an online account. It's easy and lets you manage your account any time!

Questions?

Helpful tips, guides and FAQs are available online at takecareWageWorks.com. WageWorks Customer Service professionals also are standing by to help you. Just Call 1-800-950-0105, Monday – Friday, 8 a.m. – 7 p.m. Central time.

Notes:

1 Requires a doctor's prescription as of 1/1/2011.

2 Your employer determines the maximum annual amount you can contribute for your plan, which cannot exceed \$2,500, effective 1/1/2013, per IRS rules. Confirm with your employer or check your summary plan description for the maximum annual contribution limit allowed for your plan.

3 Tax savings amounts are examples provided for illustrative purposes only. They are based on federal, state, and FICA (Social Security) taxes that you do not have to pay through payroll deductions on amounts used to fund your account. Your actual savings may vary depending on your marginal income tax rate, whether you pay state income taxes, and other factors. Some states do not recognize tax exclusions for FSA contributions.

Norah Merritt
Executive Director of Human Resources

5 BOCES Road, Poughkeepsie, New York 12601
Phone: 845.486.4800 | Fax: 845.486.4981
E-mail: norah.merritt@dcboces.org

Date: November 1, 2014

To: Dutchess County BOCES Employees
From: Norah Merritt
Subject: Aflac Special Insurance Enrollment for 2015 Calendar Year

The following special insurance is available to our employees through AFLAC.
November 3rd through November 28th, 2014 is the open enrollment period for the 2015 Calendar Year.

1. An AFLAC Disability plan (not pre-tax)
2. The AFLAC Cancer Protection Plan
3. The AFLAC Dental Plan
4. The AFLAC Accident Plan
5. The AFLAC Hospitalization Plan
6. The AFLAC Life Insurance Plan (not pre-tax)

Note: These policies roll over each November and need not be renewed on a yearly basis.

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Dutchess County Board of Cooperative Educational Services

Administrative Offices: 845.486.4800

www.dcboces.org



HUMAN RESOURCES

Norah Merritt

Executive Director of Human Resources

5 BOCES Road, Poughkeepsie, New York 12601 Phone: 845.486.4800 | Fax: 845.486.4981

E-mail: norah.merritt@dcboces.org

AFFORDABLE CARE ACT

<http://www.dol.gov/ebsa/healthreform/>

DUTCHESS BOCES

HUMAN RESOURCES

Norah Merritt

Executive Director of Human Resources

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E-mail: norah.merritt@dcboces.org

ADMINISTRATIVE SICK BANK GUIDELINES

ASA Representatives

Doug Damiani

Mitchell Shron

Administrative Representatives

Sherre Wesley

Norah Merritt

Mission: The Administrative Sick Bank was established in the Agreement of 1986-1989 between the Dutchess County BOCES and the BOCES Administrative and Supervisory Association of Dutchess County (reference Article IV-2A).

The established guidelines are listed below. No Administrator shall be precluded from participating in this Administrative Sick Bank.

Withdrawals from the Bank shall be limited to Administrators and other related personnel (see Item 7) who are involved in catastrophic illness or accidents and who have exhausted their sick leave, personal leave, and vacation days approved for carry over from prior years of service.

GUIDELINES ESTABLISHED

1. An application form, developed by the Committee must be used to "join the Bank".
2. Nature of hardships in any individual case will be brought to the Committee by the individual involved (or representative) in writing.
3. Requests for use of "Sick Bank" days will not be honored until all available leave time with the exception of current year vacation days have been exhausted. This clause is to include all accumulated sick days, personal days and reserved vacation days approved for carry over from prior years of service.
4. Pertinent medical data must be presented to the Committee by the individual on forms developed by the Committee.

5. The Committee will, in reviewing requests for granting sick leave from the Administrative Sick Bank to any individual, judge the request on:
 - a. Intention to return to his or her job
 - b. Awarding such sick leave in allotments of 10 days at a time to a maximum of 90 days during employment at Dutchess BOCES.
 - c. Limitations based on available sick days deposited in the "Sick Bank"
 - d. Those days when there is no scheduled commitment to work will not be counted as sick leave days granted (i.e., holidays, unscheduled school closings)
6. A record of awards and eligible participants will be kept by the BOCES Central Business Office and the President of the ASA.
7. Eligible participants will include all members of the Administrators and Supervisors Association, Deputy, Associate and Assistant Superintendents, Assistants to the Superintendent, Directors, Supervisors, Administrative Support Staff, and Managerial/Confidential Secretaries not included in the ASA, AEIA, SSA or BFA bargaining agreements. A master list of all eligible personnel will be established on July 1st of each year, and updated each time a new member joins the bank.
8. There will not be any scheduled meetings of the Committee but meetings may be called by any Committee member. In addition there are to be two (2) semiannual meetings in July and February to update procedures and personnel lists.
9. It is understood that any available sick leave days deposited in the "Sick Bank" are voluntary contributions from administrators and related personnel who have accumulated the legal maximum number of sick days and who have elected to contribute any sick days over and above the available limit assigned to them. Should an individual be at maximum accumulation at the start of this, or any subsequent year, that number of days unused and above the maximum accumulation figure may be deposited in the "Sick Bank". *Effective July 1, 2002, during July of each year a letter will be sent to each employee who has reached the 210 maximum limit. This letter will present the employee with the option of contributing any surplus sick days into the ASA Sick Bank. The window period for a response to this request will be 30 days from date of letter. If the employee does not respond within the 30-day period, the additional days will automatically be placed in the Administrative Sick Bank.*
10. Negotiations for additional methods of contributing days into the Administrative "Sick Bank" may not be reopened until the expiration of the present ASA bargaining agreement, which is June 30, 2016.
11. Eligible individuals may enroll in the sick bank within the first 30 days after their Board appointment date. Membership paperwork will be sent to those eligible by the Business Office. In addition, a 30-day open enrollment period will be held annually from October 1st through October 31st.

Norah Merritt
Executive Director of Human Resources

5 BOCES Road, Poughkeepsie, New York 12601
Phone: 845.486.4800 | Fax: 845.486.4981
E-mail: norah.merritt@dcboces.org

DATE:
TO: Human Resources Department
FROM: **ASA Sick Bank Committee**
RE: Authorization of Sick Bank Days - Employee: _____

We, the members of the Dutchess County BOCES ASA Sick Bank Committee, hereby authorize to fund the above employee with _____ days of salary as follows:

_____ Personal Leave day(s) to cover the following period of time:
_____ to _____

_____ Other day(s) (ie. contractual holidays) to cover the following period of time:
_____ to _____

_____ BFA Sick Bank day(s) to cover the following period of time:
_____ to _____

According to the ASA Sick Bank Guidelines, all accumulated sick leave and personal days are to be used prior to funding any sick bank days. In the event days are returned through Worker's Compensation procedure, the days will be returned to the bank.

Committee Members (Signatures):

Doug Damiani

Sherre Wesley

Mitchell Shron

Norah Merritt

cc: Employee
Sick Bank Committee Members
Benefits, Payroll, Attendance
Personnel File

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HUMAN RESOURCES

Norah Merritt

Executive Director of Human Resources

5 BOCES Road, Poughkeepsie, New York 12601 Phone: 845.486.4800 | Fax: 845.486.4981

E-mail: norah.merritt@dcboces.org

ADMINISTRATIVE SICK BANK

APPLICATION FOR MEMBERSHIP

To: Board of Education

I hereby apply for membership in the **ADMINISTRATIVE SICK BANK** according to Article IV-2a of the 1986-1989 Agreement between Dutchess County Board of Cooperative Educational Services and the BOCES Administrator's Association.

I also agree to the guidelines of the Administrative Sick Bank as established by the Sick Bank Committee.

Please return this form to:

**Dutchess BOCES
ADMINISTRATIVE SICK BANK
c/o Human Resources Department
5 BOCES Road
Poughkeepsie, NY 12601**

NAME _____

ADDRESS _____

PHONE _____

DATE _____

SIGNATURE _____



HUMAN RESOURCES

Norah Merritt

Executive Director of Human Resources

5 BOCES Road, Poughkeepsie, New York 12601 Phone: 845.486.4800 | Fax: 845.486.4981
E-mail: norah.merritt@dcboces.org

PHYSICIAN'S STATEMENT (ASA)

Date _____

Dear Dr. _____:

Dutchess BOCES Employee: _____

In an effort for the ASA Sick Bank Committee to best serve the above referenced member of the Dutchess County BOCES administrative staff under your care, please answer the following questions related to his/her condition:

- 1. What is the nature of the patient's present condition?
2. What are the causes of the patient's present condition?
3. Have you previously treated the patient for this same condition?
4. Will the patient be able to resume the full time duties of his/her current position as a administrative staff member with BOCES currently eligible under the ASA Sick Leave Bank?
5. What is your estimate of the time required away from work?
6. Will continued medical attention need to be given even after the patient returns to work? If so, what is the nature and duration of this treatment?
7. Please comment on any additional information you believe would be helpful to the Committee in reaching a decision.

I hereby authorize you to give the above information on my behalf.

Patient's Signature Date

Physician's Signature Date

Please return this form to: Dutchess BOCES, HR Dept., 5 BOCES Rd. Poughkeepsie NY 12601



HUMAN RESOURCES

Norah Merritt

Executive Director of Human Resources

5 BOCES Road, Poughkeepsie, New York 12601 Phone: 845.486.4800 | Fax: 845.486.4981

E-mail: norah.merritt@dcboces.org

ADMINISTRATIVE SICK BANK

APPLICATION FOR WITHDRAWAL

Please answer all questions:

Print Name: _____

Job Location: _____

Home Address: _____

City, State, Zip: _____

Home Phone: _____

Work Phone: _____

NATURE OF ILLNESS: Please attach pertinent information, including any statements from attending physician(s).

Approximate number of **work days** absent due to this illness: _____ days

Number of **sick bank days** for which you are applying: _____ days

LIST DATES OF **SICK BANK DAYS** REQUESTED: _____

DATE: _____

SIGNED: _____

Please forward this application to:

Dutchess BOCES
ADMINISTRATIVE SICK BANK COMMITTEE
c/o Human Resources Department
5 BOCES Road
Poughkeepsie, NY 12601
(845) 486-8051



HUMAN RESOURCES

Norah Merritt

Executive Director of Human Resources

5 BOCES Road, Poughkeepsie, New York 12601 Phone: 845.486.4800 | Fax: 845.486.4981

E-mail: norah.merritt@dcboces.org

BOCES FACULTY ASSOCIATION SICK BANK GUIDELINES

BFA Representatives

Dawn Markling

Nancy Arciuolo

Administration Representatives

Sue Moraca

Norah Merritt

SICK LEAVE BANK

Mission: Article XIII, 1977-80 Agreement provides, "A sick leave bank shall be created...(details)... The bank shall be administered by a committee of two administrators appointed by the Superintendent and two unit members appointed by the Faculty Association who shall act upon withdrawals. Withdrawals from the Bank shall be limited to unit members who are involved in catastrophic illnesses or accidents and who have exhausted their sick leave time."

Members: *John Fiore, Keith Greeney, Edward Nadzeika, Lois Spiegel*

Operational Guidelines Established by the Committee

1. A waiver form, designed by the Committee, must be used to join the Bank.
2. Nature of hardships in any individual case will be brought to the Committee by the individual involved (or representative) in writing.
3. Pertinent medical data must be presented to the Committee by the individual. Forms have been developed by the Committee.
4. The Committee will, in reviewing requests for granting sick leave from the bank to any individual, consider:
 - a) Intention to return to his or her job
 - b) Reviewing awards on a biweekly basis
 - c) Limitation of total award to any individual to be 90 days
 - d) Those days when there is no scheduled commitment to work will not be counted as sick leave days granted, i.e., summer.
 - e) Snow days or unscheduled closed days will not be excluded from days granted from the bank.

5. A record of awards will be kept by the BOCES Central Business Office.
6. One appointed member of the Committee will be replaced each year on an alternating basis to bring about some change in the Bank's administrative committee membership, yet maintain continuity.
7. There will be no scheduled meetings of the Committee, but meetings may be called by any member.
8. Requests for use of the Sick Leave Bank must be made in writing to the below mentioned members.

Adopted 12/11/80

ADDENDUM

Addendum: June 23, 1992

- 9. Preexisting compensation situations, prior to BOCES employment, will not be considered for withdrawal from the Sick Leave Bank.
- 10. Any moneys received for lost time from compensation must be returned to BOCES when Sick Bank time is granted. Such payment will be made upon receipt of a check from BOCES.

Members: *John Fiore, Maria Glover, Laszlo F. Nagy, Catherine A. Stickley*

Addendum: May 4, 1995

Effective September 1, 1995:

- 11. According to Article V of the current contract with BOCES, all full-time unit members are eligible to join the BOCES Faculty Association Sick Bank. All full-time unit members shall be eligible to participate, but those not electing to contribute one day from their accumulated sick leave shall not be eligible to receive time from the sick leave bank.
- 12. At the opening of school each year, all full-time unit members electing to participate in the BFA Sick Leave Bank shall have **thirty (30) days from the opening day of school to enroll**. Any full-time unit member employed after the opening of school shall have **thirty (30) days from the date of his/her Board of Education appointment date to enroll**. All BFA Sick Leave Bank forms must be returned to the BFA designated person within this thirty (30) day time limit.
- 13. **If the BFA Sick Bank Application Form is not received within the time limits as stated above, it is understood that participation in the BFA Sick Bank is being declined.** Any questions regarding the sick bank should be directed to any member of the Sick Bank Committee.

Members: *Anna Marie Martino, Maria Glover, Carol Hess, Laszlo F. Nagy*

Norah Merritt
Executive Director of Human Resources

5 BOCES Road, Poughkeepsie, New York 12601
Phone: 845.486.4800 | Fax: 845.486.4981
E-mail: norah.merritt@dcboces.org

DATE:
TO: Human Resources Department
FROM: **BFA Sick Bank Committee**
RE: Authorization of Sick Bank Days - Employee: _____

We, the members of the Dutchess County BOCES BFA Sick Bank Committee, hereby authorize to fund the above employee with _____ days of salary as follows:

_____ Personal Leave day(s) to cover the following period of time:
_____ to _____

_____ Other day(s) (ie. contractual holidays) to cover the following period of time:
_____ to _____

_____ BFA Sick Bank day(s) to cover the following period of time:
_____ to _____

According to the BFA Sick Bank Guidelines, all accumulated sick leave and personal days are to be used prior to funding any sick bank days. In the event days are returned through Worker's Compensation procedure, the days will be returned to the bank.

Committee Members (Signatures):

Nancy Arciuolo

Sue Moraca

Dawn Marklin

Norah Merritt

cc: Employee
Sick Bank Committee Members
Benefits, Payroll, Attendance
Personnel File

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HUMAN RESOURCES

Norah Merritt

Executive Director of Human Resources

5 BOCES Road, Poughkeepsie, New York 12601 Phone: 845.486.4800 | Fax: 845.486.4981
E-mail: norah.merritt@dcboces.org

BFA SICK BANK

APPLICATION FOR MEMBERSHIP

Dear Staff Member:

According to Article V of the current contract with BOCES, you are eligible to join the BOCES Faculty Association Sick Bank. All full-time unit members shall be eligible to participate, but those not electing to contribute one day from their accumulated sick leave shall not be eligible to receive time from the sick leave bank.

At the opening of school each year, all full-time unit members electing to participate in the BFA Sick Leave Bank shall have thirty (30) days from the opening day of school to enroll. Any full-time unit member employed after the opening of school shall have thirty (30) days from the date of his/her Board of Education appointment date to enroll. All BFA Sick Leave Bank forms must be returned to the BFA designated person within this thirty (30) day time limit.

Withdrawals from the bank shall be limited to full-time unit members who are involved in catastrophic illnesses or accidents, who have exhausted their accumulated sick leave, and who are members of the sick bank.

If this form is not received within the time limits as stated above, it is understood that you do not want to participate in the BFA Sick Leave Bank. Any questions regarding the sick bank should be directed to any member of the Sick Bank Committee.



HUMAN RESOURCES

Norah Merritt

Executive Director of Human Resources

5 BOCES Road, Poughkeepsie, New York 12601 Phone: 845.486.4800 | Fax: 845.486.4981

E-mail: norah.merritt@dcboces.org

PLEASE COMPLETE THIS FORM AND RETURN WITHIN 30 DAYS FROM THE DATE OF YOUR BOARD APPOINTMENT TO:

Nancy Arciuolo, BFA Sick Bank Committee Member
Dutchess BOCES - Career & Technical Institute (CTI)
5 BOCES Road, Poughkeepsie, NY 12601
(845) 486-8001

To: Dutchess BOCES Human Resources:

Please deduct one day from my accumulated sick leave days and contribute this day to the BFA Sick Leave Bank. I am requesting this action so that I will be a member of the BFA Sick Leave Bank. I understand that the bank is administered by a Committee of two administrators and two BOCES Faculty Association Members.

Print Name: _____

Job Location: _____

Signature: _____

Date: _____

New Member: _____ Declining: _____

To: Dutchess BOCES Faculty Association:

Please deduct one day from my accumulated sick leave days and contribute this day to the BFA Sick Leave Bank. I am requesting this action so that I will be a member of the BFA Sick Leave Bank. I understand that the bank is administered by a Committee of two administrators and two BOCES Faculty Association Members.

Print Name: _____

Job Location: _____

Signature: _____

Date: _____

New Member: _____ Declining: _____



HUMAN RESOURCES

Norah Merritt

Executive Director of Human Resources

5 BOCES Road, Poughkeepsie, New York 12601 Phone: 845.486.4800 | Fax: 845.486.4981

E-mail: norah.merritt@dcboces.org

PHYSICIAN’S STATEMENT (BFA)

Date _____

Dear Dr. _____:

Dutchess BOCES Employee: _____

In an effort for the BFA Sick Bank Committee to best serve the above referenced member of the Dutchess County BOCES staff under your care, please answer the following questions related to his/her condition:

1. What is the nature of the patient's present condition?
2. What are the causes of the patient's present condition?
3. Have you previously treated the patient for this same condition?
4. Will the patient be able to resume the full time duties of his/her current position as a staff member with BOCES currently eligible under the BFA Sick Leave Bank?
5. What is your estimate of the time required away from work?
6. Will continued medical attention need to be given even after the patient returns to work? If so, what is the nature and duration of this treatment?
7. Please comment on any additional information you believe would be helpful to the Committee in reaching a decision.

I hereby authorize you to give the above information on my behalf.

Patient's Signature

Date

Physician's Signature

Date

**Please return this form to:
Nancy Arciuolo, BFA Sick Bank Committee Member
Dutchess BOCES - (CTI), 5 BOCES Rd. Poughkeepsie, NY 12601**



HUMAN RESOURCES

Norah Merritt

Executive Director of Human Resources

5 BOCES Road, Poughkeepsie, New York 12601 Phone: 845.486.4800 | Fax: 845.486.4981

E-mail: norah.merritt@dcboces.org

BFA SICK BANK

APPLICATION FOR WITHDRAWAL

Please answer all questions:

Print Name: _____

Job Location: _____

Home Address: _____

City, State, Zip: _____

Home Phone: _____

Work Phone: _____

NATURE OF ILLNESS: Please attach pertinent information, including any statements from attending physician(s).

Approximate number of **work days** absent due to this illness: _____ days

Number of **sick bank days** for which you are applying: _____ days

LIST DATES OF **SICK BANK DAYS** REQUESTED: _____

DATE: _____

SIGNED: _____

Please forward this application to:

BFA SICK BANK COMMITTEE:

Nancy Arciuolo - Career & Technical Institute (CTI)
5 BOCES Road, Poughkeepsie, NY 12601
(845) 486-8001

DUTCHESS COUNTY BOCES FACULTY ASSOCIATION
5 BOCES Road, Poughkeepsie, NY 12601

associated with
National Education Association of New York

BFA OFFICERS

2013-2016

Jessica DiBartolo, President

James FitzMaurice , Vice President

Paula Goehring, Treasurer

Debra Reed, Recording Secretary

Courtney FitzMaurice, Corresponding Secretary

DUTCHESS CES

HUMAN RESOURCES

Norah Merritt

Executive Director of Human Resources

5 BOCES Road, Poughkeepsie, New York 12601 Phone: 845.486.4800 | Fax: 845.486.4981

E-mail: norah.merritt@dcboces.org

SUPPORT STAFF ASSOCIATION SICK BANK GUIDELINES

SSA Representatives

Jaime Keener

Celia White

Administration Representatives

Norah Merritt

Sherre Wesley

SICK LEAVE BANK

Mission: Agreement provides, "A sick leave bank shall be created...(details)... The bank shall be administered by a committee of two administrators appointed by the Superintendent and two unit members appointed by the Support Staff Association who shall act upon withdrawals. Withdrawals from the Bank shall be limited to unit members who are involved in catastrophic illnesses or accidents and who have exhausted their sick leave time."

Operational Guidelines Established by the Committee

1. A waiver form, designed by the Committee, must be used to join the Bank.
2. Nature of hardships in any individual case will be brought to the Committee by the individual involved (or representative) in writing.
3. Pertinent medical data must be presented to the Committee by the individual. Forms have been developed by the Committee.
4. The Committee will, in reviewing requests for granting sick leave from the bank to any individual, consider:
 - a. Intention to return to his or her job
 - b. Reviewing awards on a biweekly basis
 - c. Limitation of total award to any individual to be 90 days
 - d. Those days when there is no scheduled commitment to work will not be counted as sick leave days granted, i.e., summer.
 - e. Snow days or unscheduled closed days will not be excluded from days granted from the bank.
5. A record of awards will be kept by the BOCES Personnel Office.
6. One appointed member of the Committee will be replaced each year on an alternating basis to bring about some change in the Bank's administrative committee membership, yet maintain continuity.

7. There will be no scheduled meetings of the Committee, but meetings may be called by any member.
8. Requests for use of the Sick Leave Bank must be made in writing to the above mentioned members.
9. Pre-existing compensation situations, prior to BOCES employment, will not be considered for withdrawal from the Sick Leave Bank.
10. Any compensation received for lost time from workers' compensation must be returned to BOCES if Sick Bank time was granted. Such payments will be considered satisfied upon receipt of a check to Dutchess County BOCES within 30 days of receiving such compensation.
11. According to Article 11.3 of the current contract with BOCES, all full-time and part-time unit members are eligible to join the BOCES Support Staff Sick Bank. All full-time and part-time unit members shall be eligible to participate, but those not electing to contribute one day from their accumulated sick leave shall not be eligible to receive time from the Sick Leave Bank.
12. During October of each school each year, all full-time and part-time unit members electing to participate in the SSA Sick Leave Bank shall have **thirty-one (31) days to enroll**. Any full-time unit member employed at a point outside of the enrollment period shall have **thirty (30) days from the date of his/her Board of Education appointment date to enroll**. All SSA Sick Leave Bank forms must be returned to the SSA designated person within this thirty (30) day time limit.
13. **If the SSA Sick Bank Application Form is not received within the time limits as stated above, it is understood that participation in the SSA Sick Bank is being declined.** Any questions regarding the sick bank should be directed to any member of the Sick Bank Committee.

Celia White	Date	Jaime Keener	Date
Sherre Wesley	Date	Norah Merritt	Date

Norah Merritt
Executive Director of Human Resources

5 BOCES Road, Poughkeepsie, New York 12601
Phone: 845.486.4800 | Fax: 845.486.4981
E-mail: norah.merritt@dcboces.org

DATE:
TO: Human Resources Department
FROM: **SSA Sick Bank Committee**
RE: Authorization of Sick Bank Days - Employee: _____

We, the members of the Dutchess County BOCES SSA Sick Bank Committee, hereby authorize to fund the above employee with _____ days of salary as follows:

_____ Personal Leave day(s) to cover the following period of time:
_____ to _____

_____ Other day(s) (ie. contractual holidays) to cover the following period of time:
_____ to _____

_____ Support Staff Sick Bank day(s) to cover the following period of time:
_____ to _____

According to the SSA Sick Bank Guidelines, all accumulated sick leave and personal days are to be used prior to funding any sick bank days. In the event days are returned through Worker's Compensation procedure, the days will be returned to the bank.

Committee Members (Signatures):

Jaime Keener

Sherre Wesley

Celia White

Norah Merritt

cc: Employee
Sick Bank Committee Members
Benefits, Payroll, Attendance
Personnel File

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HUMAN RESOURCES

Norah Merritt

Executive Director of Human Resources

5 BOCES Road, Poughkeepsie, New York 12601 Phone: 845.486.4800 | Fax: 845.486.4981

E-mail: norah.merritt@dcboces.org

Support Staff Sick Bank Application

(Open enrollment for Support Staff Sick Bank is
October 1 – 31 of each year)

- I am eligible and wish to participate and contribute one (1) day of my accumulated sick leave to the Support Staff Sick Bank.

Name: _____ *Department:* _____

Signature: _____ *Date:* _____

OR

- I am eligible, but do not wish to participate in the Support Staff Sick Bank.

Name: _____ *Department:* _____

Signature: _____ *Date:* _____

Please return this application to:

Dutchess BOCES
SUPPORT STAFF SICK BANK COMMITTEE
c/o Human Resources Department
5 BOCES Road
Poughkeepsie, New York 12601



HUMAN RESOURCES

Norah Merritt

Executive Director of Human Resources

5 BOCES Road, Poughkeepsie, New York 12601 Phone: 845.486.4800 | Fax: 845.486.4981

E-mail: norah.merritt@dcboces.org

PHYSICIAN'S STATEMENT (SSA)

Date _____

Dear Dr. _____:

Dutchess BOCES Employee: _____

In an effort for the Support Staff Sick Bank Committee to best serve the above referenced Dutchess County BOCES employee under your care, please answer the following questions related to his/her condition:

- 1. What is the nature of the patient's present condition?
2. What are the causes of the patient's present condition?
3. Have you previously treated the patient for this same condition?
4. Will the patient be able to resume the full time duties of his/her current position as an employee with BOCES currently eligible under the Support Staff Sick Leave Bank?
5. What is your estimate of the time required away from work?
6. Will continued medical attention need to be given even after the patient returns to work? If so, what is the nature and duration of this treatment?
7. Please comment on any additional information you believe would be helpful to the Committee in reaching a decision.

I hereby authorize you to give the above information on my behalf.

Patient's Signature Date

Physician's Signature Date

Please return this form to:
Human Resources Department, Administration Building
5 BOCES Road
Poughkeepsie, NY 12601



HUMAN RESOURCES

Norah Merritt

Executive Director of Human Resources

5 BOCES Road, Poughkeepsie, New York 12601 Phone: 845.486.4800 | Fax: 845.486.4981

E-mail: norah.merritt@dcboces.org

SUPPORT STAFF SICK BANK

APPLICATION FOR WITHDRAWAL

Please answer all questions:

Print Name: _____

Job Location: _____

Home Address: _____

City, State, Zip: _____

Home Phone: _____

Work Phone: _____

NATURE OF ILLNESS: Please attach pertinent information, including any statements from attending physician(s).

Approximate number of **work days** absent due to this illness: _____ days

Number of **sick bank days** for which you are applying: _____ days

LIST DATES OF **SICK BANK DAYS** REQUESTED: _____

DATE: _____

SIGNED: _____

Please forward this application to :

Dutchess BOCES
SUPPORT STAFF SICK BANK COMMITTEE
Human Resources Department
Administration Building
5 BOCES Road
Poughkeepsie, NY 12601
(845) 486-8004



HUMAN RESOURCES

Norah Merritt

Executive Director of Human Resources

5 BOCES Road, Poughkeepsie, New York 12601 Phone: 845.486.4800 | Fax: 845.486.4981

E-mail: norah.merritt@dcboces.org

CALENDARS

DUTCHESS COUNTY BOARD OF COOPERATIVE EDUCATIONAL SERVICES 2014-2015 SCHOOL CALENDAR

SEPTEMBER					OCTOBER					NOVEMBER					DECEMBER					JANUARY				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
4	SC	3	4	5			1	2	3	3	SC	5	6	7	1	2	3	4	5				4	2
8	9	10	11	12	6	7	8	9	10	10	11	12	13	14	8	9	10	11	12	5	6	7	8	9
15	16	17	18	19	13	14	15	16	17	17	18	19	20	21	15	16	17	18	19	12	13	14	15	16
22	23	24	25	26	20	21	1/2 SC	23	24	24	25	26	27	28	22	23	24	25	26	19	20	21	22	23
29	30				27	28	29	30	31						29	30	31			26	27	28	29	30
FEBRUARY					MARCH					APRIL					MAY					JUNE				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
2	3	4	5	6	2	3	4	5	6			4	2	3					1	1	2	3	4	5
9	10	11	12	13	9	SC	11	12	13	6	7	8	9	10	4	5	6	7	8	8	9	10	11	12
16	17	18	19	20	16	17	18	19	20	13	14	15	16	17	11	12	SC	14	15	15	16	17	18	19
23	24	25	26	27	23	24	25	26	27	20	21	22	23	24	18	19	20	21	22	22	23	24	25	26
					30	31				27	28	29	30		25	26	27	28	29	29	30			

2014 SEPTEMBER 1 Monday Labor Day
 2 Tuesday Superintendent's Conference Day
 3 Wednesday School Opens
 25 Thursday Rosh Hashanah

OCTOBER 4 Saturday Yom Kippur
 13 Monday Columbus Day
 22 Wednesday 1/2 Day (p.m.) – Superintendent's Conference Day

NOVEMBER 4 Tuesday Superintendent's Conference Day
 11 Tuesday Veteran's Day (observed)
 26-28 Wed.-Fri. Thanksgiving Recess

DECEMBER 16 Tuesday Hanukkah Begins
 22-31 Mon.-Wed. Winter Recess
 25 Thursday Christmas

FEBRUARY 13 Friday President's Day/Weekend
 16 Monday

MARCH 10 Tuesday Superintendent's Conference Day
 30-31 Mon.-Tue. Spring Recess

APRIL 1-6 Wed.-Mon. Spring Recess
 3 Friday Passover Begins
 5 Sunday Easter

MAY 13 Wednesday Superintendent's Conference Day
 21-25 Thurs.-Mon. Memorial Day

JUNE 2 Tuesday Regents Exams (unconfirmed)
 16-24 Tue.-Wed. Regents Exams (unconfirmed)
 25 Thursday Regents Rating Day (unconfirmed)
 25 Thursday School Closes

2015	JANUARY	1-2	Thu.-Fri.	Winter Recess	Summary	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	April	May	June	Total
		5	Monday	School Reopens	Teachers:	20	22	16	15	19	18	20	18	18	19	185
		19	Monday	Martin Luther King Day	Students:	19	22	15	15	19	18	19	18	17	19	181
		26-29	Mon.-Thu.	Regents Exams (unconfirmed)												

Note:

Sept. 25 (Thu.)	Rosh Hashanah	Jan. 1 (Thu.)	New Year's Day
Oct. 3 (Fri.)	Yom Kippur	April 3 (Fri.)	Passover Begins
Dec. 25 (Thu.)	Christmas	April 3 (Fri.)	Good Friday
		April 5 (Sun.)	Easter

FIVE (5) EMERGENCY DAYS ARE BUILT INTO THIS CALENDAR.
 IF MORE THAN FIVE (5) DAYS ARE NEEDED, THE MAKE-UP FORMULA WILL BE AS FOLLOWS:
 If one day: May 13, 2015
 If two days: May 13 and May 21, 2015
 If three days: May 13, May 21 and May 22, 2015
 If four days: May 13, May 21, May 22 and April 6, 2015
 If five days: May 13, May 21, May 22, April 6 and March 30, 2015



**NON-INSTRUCTIONAL STAFF CALENDAR
2014-2015**

July 4	Friday	Independence Day
September 1	Monday	Labor Day
September 25	Thursday	Rosh Hashanah
October 13	Monday	Columbus Day
November 11	Tuesday	Veteran's Day
November 26, 27, 28	Wed., Thu., Fri.	Thanksgiving
December 24, 25, 26	Wed., Thu., Fri.	Christmas
December 31, January 1	Wed., Thu.	New Year's
January 19	Monday	Martin Luther King Day
February 16	Monday	President's Day
April 3	Friday	Good Friday
May 25	Monday	Memorial Day

Total of 17 days

Adopted March 12, 2014

DUTCHESS BOCES
DUTCHESS BOCES
PAYROLL CALENDAR 2014 – 2015

July 3 (partial)	12 Month Staff
July 18	12 Month Staff & Summer School Staff
August 1	12 Month Staff & Summer School Staff
August 15	12 Month Staff & Summer School Staff
August 29	12 Month Staff
September 12	12 and 10 Month Staff
September 26	12 and 10 Month Staff
October 10	12 and 10 Month Staff
October 24	12 and 10 Month Staff
November 7	12 and 10 Month Staff
November 21	12 and 10 Month Staff
December 5	12 and 10 Month Staff
December 19	12 and 10 Month Staff
January 2	12 and 10 Month Staff
January 9	*Health Buyout Check*
January 16	Applicable Employees
January 30	12 and 10 Month Staff
February 12	*Thursday date*
February 27	12 and 10 Month Staff
March 13	12 and 10 Month Staff
March 27	12 and 10 Month Staff
April 10	12 and 10 Month Staff
April 24	12 and 10 Month Staff
May 8	12 and 10 Month Staff
May 20	*Wednesday date*
June 5	12 and 10 Month Staff
June 12	*Health Buyout Check*
June 19	Applicable Employees
June 25	12 and 10 Month Staff
June 30	*Thursday date*
June 30	(balance of 14-15 contract)
	10 Month Staff
	12 Month Staff

Paycheck distribution dates are subject to change due to inclement weather. **If BOCES is closed due to an emergency or inclement weather, checks will be distributed the first business day following the original payday. Direct deposit into accounts will take place on scheduled dates above.** Direct deposit is available to all employees. The form is on our Website.

Payroll Deductions are as follows:

- Mandatory deductions such as Federal/State Tax, Social Security, Medicare, garnishments and retirement contributions as well as ERS Loans and Arrears, are deducted from each bi-weekly contractual paycheck.
- Teacher/Assistant/Crisis/Aide/Nurse Dues (BFA) withheld November 7 thru June 25
- Administrator Dues (ASA) withheld October 10 thru April 24
- Support Staff Association Dues (SSA) withheld October 10 thru June 19
- United Way deductions withheld November 7 thru May 20
- TSA (403B and 457), Health, Dental & TRS Loans are withheld from the **first two common “10 and 12 month staff” paychecks** each month. Please refer to above chart. These deductions are not withheld from the 8/29, 1/30, 6/25 or 6/30 checks.

Aflac deductions are 10 month deductions, withheld 20 times per year on common checks from **Sept. thru June**.

☞ For the BOCES 10 month staff with the 26 payment plan, the following applies:

A separate “multiple” check will be attached to the June 25th check for those who elect this plan.

**SCHOOL
CALENDAR
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2014-2015

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Apr. 1-3, Wed.-Fri.
(Spring Recess)

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Apr. 6, Mon.

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SCHOOL CALENDAR MATRIX 2014-2015	A R L I N G T O N	B E A C O N	D O V E R	H Y D E P A R K	M I L L B R O O K	P A W L I N G	P I N E P L A I N S	P O U G H K E E P S I E	R E D H O O K	R H I N E B E C K	S P A C K E N K I L L	W A P P I N G E R S	W E B U T U C K	D C B O C E S
Jun. 16-24, Tue.-Wed. (Regents Exams)	R	R	R	R	R	R	R	R	R	R	R	R	R	R
Jun. 22-24, Mon.- Wed.	R	R	R	R/●	R	R	R	R	R	R	R	1/2 NS ■/ R	R	R
Jun. 23-25, Tue.-Thu.	R	R	R	R/■/ ■/●	R/1/2 NS	R	R	R	R	R	R	R	1/2 NS/ R	R
Jun. 24, Wed.	R	R	R	R/■/ ●	R	R	R	R	R/▲	R	R	R	R	R
Jun. 25, Thu.	SC	X	X	■/●	SC	O	O	X	▲	■	X	SC	X	X
Jun. 26, Fri.	X	X	X	X	SC	O	X	X	X	X	X	X	X	X

JUNE 25, 2015 - LAST DAY OF SCHOOL EXCEPT:

Spackenkill K-8 – June 24, 2015

Wappingers – June 24, 2015

Pawling – June 26, 2015

O: SCHOOL IS OPEN

X: NO SCHOOL

NS: NO SCHOOL FOR STUDENTS (1/2 NS: half day or early release)

R: REGENTS EXAMS

SC: SUPERINTENDENT'S CONFERENCE DAY (1/2 SC: half day Superintendent's Conference)

▲: Mill Rd. ONLY (Red Hook)- 1/2 day

■: Elementary ONLY (Hyde Park, Rhinebeck & Wappingers)- 1/2 day

●: Haviland Middle School ONLY (Hyde Park)- 1/2 day

◆: Elementary/Middle School (Pawling & Poughkeepsie): 1/2 day

☐: High School (Pawling & Poughkeepsie): 1/2 day



HUMAN RESOURCES

Norah Merritt

Executive Director of Human Resources

5 BOCES Road, Poughkeepsie, New York 12601 Phone: 845.486.4800 | Fax: 845.486.4981

E-mail: norah.merritt@dcboces.org

FREQUENTLY ASKED QUESTIONS

ACCIDENT REPORTS – STAFF


All accidents and injuries to an employee must be reported, in writing, on appropriate forms and within the school day of the occurrence to the immediate supervisor or designee. Completed forms should be sent to the Human Resources Administrator within 24 hours.

ACCIDENT AND VIOLENT INCIDENT REPORTS – STUDENTS

All accidents and injuries to a student must be reported, in writing, on the appropriate form and within the school day of the occurrence to the immediate supervisor or designee. Completed forms should be sent to the Deputy Superintendent within 24 hours

5 BOCES Road, Poughkeepsie, New York 12601
Phone: 845.486.4800 | Fax: 845.486.4981
E-mail: john.pennoyer@dcboces.org

May 13, 2014

TO: All Employees
FROM: John C. Pennoyer 
RE: Administrative Regulation Regarding Overnight Travel

When it is necessary for a Dutchess BOCES employee to travel and stay overnight on the day before a conference begins, and reimbursement will be sought, the employee must obtain prior approval from his or her administrator. Any reimbursement will be in accordance with existing policy and regulation. Employees are reminded that lodging and meals are paid with public dollars, and that the public has an interest in making sure its money is well spent.

The administrator will refer to the following guidelines when determining whether or not to approve the request:

- Reimbursement for travel and lodging the night before the start of a conference is appropriate when an early morning conference start time requires the employee to leave home at least one hour before their normal work start time.
- If the employee travels the night before, dinner and breakfast will be reimbursed.
- On the day of departure, dinner will be reimbursed if the employee's return is at least two hours later than the normal work ending time.
- Meal reimbursement need not be at a restaurant, but could include items purchased at a grocery store and served as a meal.

JCP:nmp
N/BOCES/Regulation/Overnight Travel 5-13-14

Dutchess County Board of Cooperative Educational Services

Administrative Offices: 845.486.4800

www.dcboces.org

ATTENDANCE

All employees are required to sign in and out. The program supervisor will make arrangements for a form to be available to employees in a particular place within each facility.

Each employee is responsible for completing an absence form upon his/her return to work after an absence. In the event of sickness causing absence from work, employees should make the following contacts:

- Salt Point Center (Center and District Staff): Name and number to be provided on Opening Day
- BETA (Alternative Education): Name and number to be provided on Opening Day
- Career & Technical Institute: Name and number to be provided on Opening Day
- Adult Education (MTI and field): Name and number to be provided on Opening Day

For all other employees, their supervisor will indicate who should be called and at what time. It is the individual employee's responsibility to notify the BOCES when he/she is unable to report to work. If an employee's position does not require a substitute, the employee's supervisor will indicate who should be notified and at what time.

If a substitute is needed, you must indicate whether the absence is for illness, personal leave, religious holiday or approved professional conference day.

If an employee is absent for three or more consecutive days, he/she may be required to submit a physician's note explaining the need for an absence.

The beginning and ending times for an employee's working day will depend upon the particular location and program to which he/she is assigned. One's supervisor will set these times or he/she may be referred to the appropriate Collective Bargaining Agreement. If one works in a component school district or a satellite location, one will observe the regulations and procedures of the school(s) to which he/she is assigned or follow the direction of the supervisor.

ATTENDANCE GUIDELINES

The continuity of instruction is of paramount importance to a high quality educational program for the **students** entrusted to the BOCES. To this end, we trust that all of us will work together individually and collectively to minimize staff absenteeism. Each staff member's attendance will be reviewed annually. Each staff member is asked to avoid excessive patterns of absenteeism, including:

1. When eight (8) or more occurrences of absenteeism for family or personal illness occur during a single school year. (An “occurrence” may involve at least part of one day and any consecutive workdays. For example, if you call in with a personal illness on a Wednesday and then again on Thursday, this is considered one occurrence. If you are out for personal illness on Friday and again on Monday, this is also only one occurrence. If you are out with personal illness on a Monday, at work on the next Tuesday, and then out again on the following Wednesday, that pattern is considered to be two occurrences).
2. When more than 60% of the absences fall on Monday, Friday, or a day before or after a holiday.

There may be some reason for poor attendance or an inordinate use of Monday-Friday, etc., but it is the responsibility of the employee to ensure that the program director is aware of such reason(s).

A person’s attendance record will be one factor in determining whether to recommend an employee for tenure.

Employees who have poor attendance may be considered for disciplinary proceedings that ultimately may lead to a recommendation for consideration of dismissal.

NOTE: These guidelines refer to the absences included within the Collective Bargaining Agreement.

CERTIFICATION

Since school districts are prohibited from employing a teacher or teaching assistant who does not have a valid certificate, it is extremely important that teachers and teaching assistants keep the District Superintendent informed as to their certification status.

Teacher Certification is an exceptionally broad area. All teachers should be aware of the continuing changes to certification regulations. Please visit the website for the Office of Teaching Initiatives in the New York State Education Department www.highered.nysed.gov.

**IT IS THE INDIVIDUAL TEACHER'S OR TEACHING ASSISTANT'S
RESPONSIBILITY TO MAINTAIN CERTIFICATION!**

CONFERENCE ATTENDANCE

A staff member requesting permission to attend a conference must obtain prior approval. Such request must be submitted at least fifteen (15) days prior to the date of such conference using either the *Same Day Conference/Workshop Attendance Request Form* or the *Overnight Conference/Workshop Request Form*. *For certified staff, these forms are to be completed @ www.MyLearningPlan.com*

Promptly upon return from the conference, the employee is to forward the approved copy of the *Conference/Workshop Attendance Request Form*, *Travel/Conference Expense Claim Form* showing actual expenditures, supporting receipts attached, and the signed receiving copy of the purchase order to Accounts Payable. Every effort should be made to submit a claim form within four (4) weeks from the date of the conference. Complete details for Conference/Workshop Attendance approval and reimbursement are set forth below in Administrative Regulation #6700:

The BOCES supports staff attendance and participation at conferences, workshops and meetings that are professionally appropriate and related to the employee's responsibilities. Whenever feasible, expenses will be paid by purchase order directly to vendors.

Employees will be reimbursed for "necessary and reasonable" expenses incurred in connection with such meetings.

1. Reimbursement of Expenses

The following rules for reimbursement of expenses to employees actually and necessarily incurred in the performance of their official duties are adopted in accordance with Board Policy No. 5210 (Professional Growth). It shall be the duty of the Assistant Superintendent for Business Services or his/her designee to provide any forms required by these rules and to see that these rules are enforced.

Reimbursement shall be made for meals, lodging, travel and other miscellaneous expenses on the Travel/Conference Expense Claim Form.

A. Meals:

1. Overnight: A maximum per diem for meals is \$50.00. Suggested guidelines for meals are as follows:

Breakfast	\$ 8.00
Lunch	\$12.00
Dinner	\$30.00

Same day meals will be reimbursed based on receipts to a maximum of the standard overnight per diem.

2. BOCES employees may be reimbursed for their meal expenses incurred during the normal hours of employment under the following circumstances:

- a. When the employee has a meeting with an out-of-town official, an official of a component or non-component district, an official of a requestor agency, or a BOCES official at which eating is an incidental part.
- b. When the employee attends or participates in a regularly scheduled meeting of an organization held for school business purposes.
- c. When the employee attends luncheons or dinners sponsored by the BOCES for which a charge is made to all participants for the cost of food and beverage.
- d. When the employee conducts an interview with a prospective candidate for an administrative position, at which the meal is an incidental part.
- e. When the employee is required to be away from his/her home on required BOCES business during usual dinner hours or is otherwise directed to attend BOCES related meetings or functions when the time interval between the end of a normal work day and the start of a meeting is insufficient to permit travel to and from the employee's home.
- f. When the employee is away from his/her normal work place during normal hours on BOCES business that has been pre-approved through conference and workshop procedures.

B. Circumstances under which reimbursement WILL NOT be made:

1. When meals are held principally for social purposes, such as retirement dinners, expenses will not be reimbursable.
2. When conference approval forms have not been pre-approved.

C. Travel:

1. Travel should be made by the least costly means.

2. Travel expenses for other than personal auto mileage, including air travel, rail travel, tolls, taxis and parking fees must be supported by receipts.
3. When the employee travels overnight, he/she shall be authorized to make one personal telephone call each day away from home.

D. Mileage:

Please refer to your Collective Bargaining Agreement. The reimbursable rate shall be the rate established by the IRS.

E. Miscellaneous Expenses (Receipts Required):

1. No employee of the BOCES is authorized to obligate the organization for purchase of gifts, such as flowers, greeting cards, or presents, either for employees or non-employees. No such expenditure will be reimbursed.
2. All supplies and materials for which employees are reimbursed by the BOCES shall become the property of the BOCES.
3. Request for reimbursement for meeting expenses/guest meals must be submitted on the Meeting/Guest Expense form. Such expenses will not be reimbursed without the form.

F. Special Aid Projects:

Expenditure of funds derived from Special Aid funded projects are subject to the same regulations, as are General Fund expenditures, except when the approved project states otherwise.

2. Reimbursement for Conference or Workshop Attendance

The following rules for reimbursement to employees of expenses actually and necessarily incurred in the performance of their official duties while attending a conference or workshop are adopted in accordance with Board Policy No. 5210 (Professional Growth). It shall be the duty of the Assistant Superintendent or his/her designee to provide any forms required by these rules and to see that they are enforced.

Reimbursement shall be made for registration, meals, lodging, travel and other miscellaneous expenses on either the Overnight or the Same Day Conference/Workshop Attendance Request Form in accordance with the following:

A. Approval:

Prior written approval must be obtained from the program administrator and from the District Superintendent, Assistant Superintendent or his/her designee, for attendance at conferences. A "conference" is defined as a conference, convention, institute, seminar or workshop.

B. Claims:

1. Claims for travel (other than personal vehicle mileage) must be supported by receipts showing that expenses were actually incurred and by written justification explaining unusual expenditures.
2. BOCES employees are directed to expend only reasonable amounts for rooms, transportation, other necessary expenses, and not to exceed \$50.00 per day for meals.
3. Mileage shall be reimbursed at the rate established by the IRS.

C. Procedure for Overnight and Same Day Conference/Workshop Attendance Request Form:

1. The employee should submit the attendance request form in triplicate showing estimated expenses to the program administrator who in turn will, upon approval, process a purchase order in the amount of the estimated expenses and forward to the District Superintendent, Assistant Superintendent, or his/her designee.
2. The District Superintendent, Assistant Superintendent, or his/her designee, upon approving the request, will make the following distribution of the forms:
 - a. One copy to the Human Resources Department.
 - b. One copy to the requestor (through the Program Administrator).
 - c. One copy with the purchase order to the Purchasing Agent.
3. The District Superintendent, Assistant Superintendent or his/her designee, upon disapproving the request, will send back all three copies to the requestor through the approval process.
4. Advance reservation fees for conferences may be prepaid by the BOCES when such prepayment is a condition of attendance at the conference, or a discounted conference fee is available. In such cases, a separate purchase order, accompanied by the registration form and conference approval form, must be prepared to process

such prepayment. It will be the responsibility of the program administrator who approves the prepayment to obtain a refund in the event of non-attendance.

5. Should the requestor not attend the conference, the receiving copy of the purchase order should be forwarded to Accounts Payable with notification to void the purchase order.
6. Upon request, tax exemption certificates for room and board will be provided by the Accounts Payable office. BOCES cannot reimburse any New York State sales taxes.
7. Promptly upon return from the conference, the employee is to forward the approved copy of the Conference/Workshop Attendance Request Form, Travel/Conference Expense Claim Form showing actual expenditures, supporting receipts attached, and the signed receiving copy of the purchase order to Accounts Payable. Reimbursement of incurred expenses will be made through the normal accounts payable system with a check being issued in the earliest feasible check run. Under normal processing, the maximum delay should be three weeks.

The Board will approve the annual Board expense travel budget each year. In the event funds are needed over and above the annual budgeted expense level, Board approval will be necessary to increase the budgeted amount. (Refer to Policy 6700 and Policy 6701.)



For more information please contact:

**Salt Point Center
Douglas Damiani**
Principal

845.486.4840
douglas.damiani@dcboces.org

**Alternative High School
John Jeffrey**
Principal

845.486.4840 x3048 or x3024
john.jeffrey@dcboces.org

**Special Education District-Based Classes
Kenneth Louis Jeune**

Coordinator
845.486.4840 x3020
kenneth.louisjeune@dcboces.org

**Career and Technical Education (CTI)
Mitchell Shron**

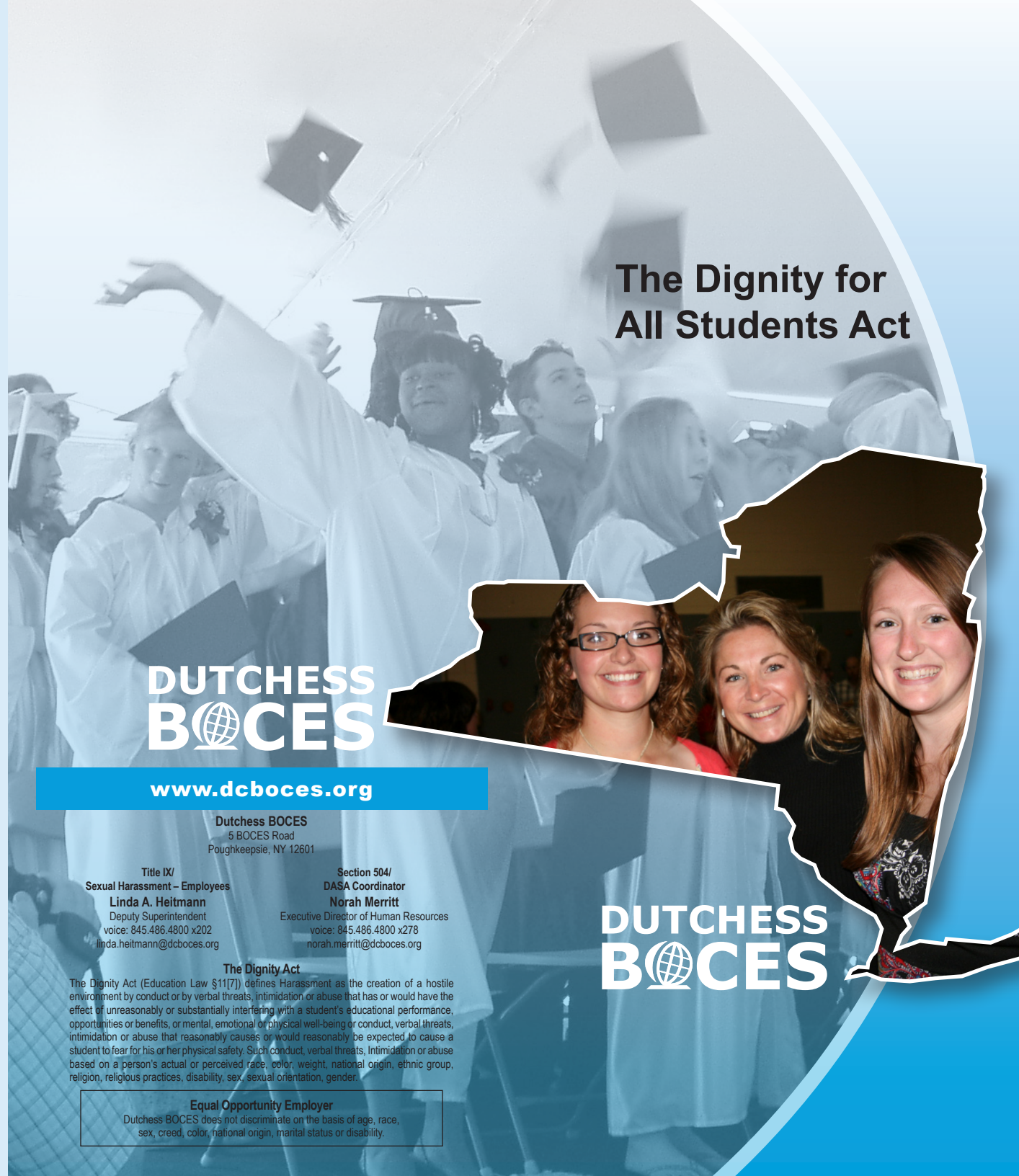
Principal
845.486.8001
mitchell.shron@dcboces.org

Norah Merritt

*Executive Director of Human Resources
Dutchess BOCES DASA Coordinator*
845.486.4800 x278
norah.merritt@dcboces.org

Dutchess BOCES

5 BOCES Road
Poughkeepsie, NY 12601



The Dignity for All Students Act

**DUTCHESS
BOCES**

www.dcboces.org

Dutchess BOCES
5 BOCES Road
Poughkeepsie, NY 12601

**Title IX/
Sexual Harassment – Employees**

Linda A. Heitmann
Deputy Superintendent
voice: 845.486.4800 x202
linda.heitmann@dcboces.org

**Section 504/
DASA Coordinator**

Norah Merritt
Executive Director of Human Resources
voice: 845.486.4800 x278
norah.merritt@dcboces.org

The Dignity Act

The Dignity Act (Education Law §11(7)) defines Harassment as the creation of a hostile environment by conduct or by verbal threats, intimidation or abuse that has or would have the effect of unreasonably or substantially interfering with a student's educational performance, opportunities or benefits, or mental, emotional or physical well-being or conduct, verbal threats, intimidation or abuse that reasonably causes or would reasonably be expected to cause a student to fear for his or her physical safety. Such conduct, verbal threats, intimidation or abuse based on a person's actual or perceived race, color, weight, national origin, ethnic group, religion, religious practices, disability, sex, sexual orientation, gender.

Equal Opportunity Employer

Dutchess BOCES does not discriminate on the basis of age, race, sex, creed, color, national origin, marital status or disability.

**DUTCHESS
BOCES**

The Dignity for All Students Act

The Dignity for All Students Act defines harassment as the creation of a hostile environment by conduct or by verbal threats, intimidation or abuse that has or would have the effect of unreasonably or substantially interfering with a students' educational performance, opportunities or benefits, or mental, emotional or physical well-being or conduct, verbal threats, intimidation or abuse that reasonably causes or would reasonably be expected to cause a student to fear for his or her physical safety. Such conduct, verbal threats, intimidation or abuse based on a person's actual or perceived: race, color, weight, national origin, ethnic group, religion, religious practice, disability, sex, sexual orientation, gender (which includes a person's actual or perceived sex as well as gender identity and expression.



Employees who witness harassment, bullying or discrimination have a mandatory reporting duty of alleged policy violations. No later than one (1) school day after witnessing or receiving a report of such conduct you must orally report it to the building principal, the superintendent or a designee. Within two (2) days you must follow this up with a written report. The principal, superintendent, or designee will lead and investigation through to its conclusion.

Remediation must be prompt and reasonable calculated to end the harassment, bullying or discrimination. Methods of remediation must prevent recurrence and insure the safety of targeted students. The methods selected must vary to fit the nature of the behavior, developmental age of students, and the history of problem behaviors.

Attention must also be provided to the instigator of the action to educate and change their behavior or responses.

Dutchess BOCES is required to provide all school employees, students and parents with a written or electronic copy of the school district's policies, in a plan-language summary, at least once each year.



LEAVES

LEAVES

All employees are entitled to up to four hours of leave per fiscal year for the purpose of cancer screening as well as blood donation. The time is not charged to the employee's accruals. Advanced notice of the appointment is required to ensure coverage of duties.

Please refer to your Collective Bargaining Agreement.

Dutchess County BOCES Notification of Potential Pesticide Use

New York State Education Law Section 409-H, effective July 1, 2001, requires all public and nonpublic elementary and secondary schools to provide written notification to all persons in parental relation, faculty, and staff regarding use of pesticides periodically throughout the school year.*

Dutchess County BOCES is required to maintain a list of persons in parental relation, faculty, and staff who wish to receive 48-hour prior written notification of certain pesticide applications. The following pesticide applications are not subject to prior notification requirements:

- A school remains unoccupied for continuous 72-hours following an application;
- Anti-microbial products;
- Nonvolatile rodenticides in tamper resistant bait stations in areas inaccessible to children;
- Silica gels and other nonvolatile ready-to-use pastes, foams, or gels in areas inaccessible to children;
- Boric acid and disodium octaborate tetrahydrate;
- The application of EPA designated biopesticides;
- The application of EPA designated exempt materials under 40CFR152.25;
- The use of aerosol products with a directed spray in containers of 18 fluid ounces or less when use to protect individuals from an imminent threat from stinging and biting of insects including venomous spiders, bees, wasps, and hornets.

If you would like to receive 48-hour prior notification of pesticide applications that are scheduled to occur in your school or facility, please complete the attached form and return it to the main office or mail to Dutchess County BOCES – Facilities & Operations, 5 BOCES Road, Poughkeepsie, NY 12601.

For further information on these requirements, the Dutchess County BOCES pesticide representative is Mr. David Witherwax and may be reached at:

(845)486-4800 Ext. 297 Fax: (845)486-4981 5 BOCES Road, Poughkeepsie, NY 12601

*Note - Dutchess County BOCES practices Integrated Pest Management Pesticide Application is not routinely performed.

PERSONNEL FOLDERS

The Human Resources Department maintains a folder on each employee of the Dutchess County BOCES. It is imperative that this folder be kept up-to-date. All changes in marital status, address, phone number, exemptions, and additional course work should be reported to the Human Resources Department *in writing* as soon as possible. ***It is the employee's responsibility to notify the retirement system of any address change.*** An individual's personnel folder is maintained by the BOCES with the utmost confidentiality. An individual may review the contents of his/her folder by calling the Human Resources Administrator and request, under the Freedom of Information Act, to review the contents of his/her folder, and to have copies of items in the folder made. However, an individual's personnel file may not leave the BOCES Human Resources Department.

All employees must furnish the BOCES with a copy of any appropriate document, which is necessary for employment or salary credits. Transcripts should be original and bear the seal of the registrar. The BOCES will make copies of **original** diplomas.

SCHOOL CLOSINGS AND DELAYS

INSTRUCTIONAL STAFF:

Local radio stations (see below) will carry announcements related to closings and delays. For those individuals assigned to any BOCES site other than in a component district, you are to report to work unless you hear that the Dutchess County BOCES is closed. If you are assigned to a component school location, you will follow that district's closing procedures. Supervisors will direct staff about school closing should it be necessary to vacate schools or satellite locations during the day. Unless employees hear that their place of employment is closed or delayed, they must report to work at the regular time.

NON-INSTRUCTIONAL SUPPORT STAFF:

is announced on the radio that BOCES is closed, clerical support staff should make a reasonable effort to report to work on time, but no later than 10:00 AM. Arrival after 10:00 AM will be charged either 1/2 day or full day to personal time, vacation time, or loss of pay. If conditions require an employee's arrival after 10:00 AM, that person must call the main switchboard regarding their status by 10:00 AM.

If it is announced on the radio that BOCES classes will be delayed, clerical support staff will follow the same delay. (Example: If BOCES is on a one-hour delay, 8:00 AM staff should report to work by 9:00 AM).

If the BOCES offices are to be closed, you will be notified by telephone not to report to work. If school is closed due to weather conditions, etc., and an employee has previously requested a personal or vacation day, the day requested will be credited to the employee.

NON-INSTRUCTIONAL FACILITIES & OPERATIONS STAFF:

Please check with your immediate supervisor for closing and delay instructions.

Local Radio Stations: WEOK 1390 AM; WKIP 1450 AM; WRNQ (Q92) 92.1 FM; WBNR 1260 AM; WSPK (K104) 104.7 FM; WCZX 97.7 FM; WRWD 107.3 FM; WGNY 1220 AM/103.1 FM; WDST 100.1 FM; WBPM 92.9 FM; WRRV 92.7 & 96.9 FM; WKZE 1010 AM/98.1 FM; WKXP 94.3

TV Station: RNN ***Websites:*** <http://www.cancellations.com/> or <http://www.dcboces.org/>

EMERGENCY CLOSING

INSTRUCTIONAL STAFF:

On days when school begins operation and we are forced to close due to emergency conditions, staff members are allowed to leave when the home districts have picked up all students in the building.

NON-INSTRUCTIONAL STAFF:

The District Superintendent or his/her designee will notify staff as appropriate.

STAFF ADDRESSES AND HOME TELEPHONE NUMBERS

It will be the continued practice of the BOCES to withhold employee addresses or home telephone numbers from anyone who may inquire. However, in the case of a legal matter, upon receipt of proper documentation, necessary information will be supplied to the appropriate person(s). Employees will be notified of such requests if possible.

Norah Merritt
Executive Director for Human Resources

5 BOCES Road, Poughkeepsie, New York 12601
Phone: 845.486.4800 | Fax: 845.486.4981
E-mail: norah.merritt@dcboces.org

Steps for Setting up Tax Sheltered Annuities

- Step 1:** Go to the Omni Website: <https://www.omni403b.com/>
Click on the green “Employers” tab.
- Step 2:** On the left side under “Employer Plan Info” enter in New York and Dutchess BOCES .
Then click on “Show Details.”
This will bring up participating annuity companies.
- Step 3:** Select an account with an annuity company from the list of 403(b) providers.
You must have an account set up before you can go on to Step 4.
- Step 4:** Click on “Salary Reduction Agreement” and Complete the Omni 403b or 457 form either on the line or printed out and forward directly to Omni.

If you have any questions or concerns about setting up a Tax Sheltered Annuity please contact
Lois Schwarze in payroll at 845-486-4800 X 255.

M:\Handbook Updates 2014\Steps for Setting up Tax Sheltered Annuities.docx

STUDENT ACTIVITY ACCOUNTS

All moneys collected by BOCES staff members for the purpose of a Student Activity Account are to be properly labeled by student activity account name, turned into the Main Office at the end of each school day and secured by the Building Administrator.

SUMMER EMPLOYMENT

Summer employment pay for designated employees who work during the summer, as a continuation of a regular year program, will be handled in the following manner:

1. In those instances where an employee works one (1) full month or two (2) full months during the summer, the employee will be paid 1/10th of their current salary for each full month worked. The number of days worked in each full month can vary in any given year depending on the calendar. A full month is defined as having worked on all possible workdays in that month excluding weekends and legal holidays.
2. In those instances where employees are hired for a specific number of days in either the months of July or August or in both of those months or work less than a full month in either July or August or both, the employee will be paid 1/200th for each day of work during those periods.

**SUPERINTENDENTS OF SCHOOLS OF THE SOLE SUPERVISORY
DISTRICT OF DUTCHESS COUNTY**

Dr. John C. Pennoyer, District Superintendent
Dutchess County BOCES
5 BOCES Road
Poughkeepsie, NY 12601
Tel:(845) 486-4800
Fax:(845) 486-4981
john.pennoyer@dcboces.org

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Fax: (845) 486-4457
blyons@acsdny.org

Dr. Nicole Williams
Poughkeepsie CSD
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Poughkeepsie, NY 12603
Tel: (845) 451-4950
Fax: (845) 451-4954
nwilliam@poughkeepsieschools.org

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Mr. Michael Tierney
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2368 Rt. 22
Dover Plains, NY 12522
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Fax: (845) 877-5762
mike.tierney@doverschools.org

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jphelan@rhinebeckcsd.org

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greerrychcik@hpcsd.org

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Poughkeepsie, NY 12603
Tel: (845) 463-7800
Fax:(845) 463-7804
lois.powell@spackenkillschools.org

Mr. Philip D. D'Angelo
Millbrook CSD
PO Box AA
Millbrook, NY 12545-0127
Tel: (845) 677-4200
Fax: (845) 677-4206
philip.dangelo@millbrookcsd.org

Mr. Marco Pochintesta
Wappingers CSD
167 Myers Corners Rd.
Suite 200
Wappingers Falls, NY 12590
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Fax: (845) 298-5041
marco.pochintesta@wcsdny.org

Dr. William Ward
Pawling CSD
515 Route 22
Pawling, NY 12564
Tel: (845) 855-4608
Fax: (845) 855-4659
wardw@pcsdny.org

Mr. James A. Gratto, Jr.
Webutuck CSD
194 Haight Rd., PO Box 405
Amenia, NY 12501
Tel: (845) 373-4100
Fax: (845) 373-4102
jgratto@webutuckschools.org

Dr. Martin Handler
Pine Plains CSD
2829 Church Street
Pine Plains, NY 12567
Tel: (518) 398-7181
Fax: (518) 398-6592
m.handler@ppcsd.org

SUSPECTED CHILD ABUSE AND MALTREATMENT REPORTS

Pursuant to law, BOCES staff/personnel must report all cases of suspected child abuse and maltreatment immediately. Any BOCES official or employee who has reasonable cause to know or suspect that a child has been subjected to abuse or maltreatment must immediately report this to the New York Central Register for Child Abuse and Maltreatment in Albany. A written report must be prepared and sent as well.

TYPES OF INSURANCE

Compensation

A staff member who is injured while on duty is covered by Worker's Compensation. The Board of Cooperative Educational Services pays the full amount of premiums for this insurance. However, staff members must report any injuries under the procedures outlined under Staff Accidents and Injuries immediately to both the program supervisor and the Business Office. Failure to do so may limit the individual's right to file a claim. For specific questions relating to medical treatment or prescriptions, please contact the Human Resources Department. A Statement of Employee Rights is available upon request.

Liability

May an employee suffer financial loss from a suit or judgment by reason of negligence or other act resulting in accidental bodily injury to a pupil? The answer will depend upon whether or not the individual was truly negligent in the performance of his/her duties. Education Law makes the Board of Education liable provided that the employee was acting in the discharge of his/her duties within the scope of his/her employment when the accident, incident, or injury occurred. However, in cases where members of the staff have used extremely poor judgment, the aggrieved parties have named them in legal actions.

Unemployment

The State and Federal governments have mandated that school districts provide unemployment insurance benefits. Payment for such benefits falls under one or two options: A tax method wherein the Board pays a percentage based upon individual salaries; or a self-funding method wherein the Board pays the actual cost of unemployment insurance benefits. The BOCES uses the self-funding method.

USE OF BOCES VEHICLE

As part of the ongoing safety program of the BOCES, the driving records of employees authorized to use BOCES vehicles will be periodically requested from the DMV. Copies of these records will be placed in the employee's personnel file.



HUMAN RESOURCES

Norah Merritt

Executive Director of Human Resources

5 BOCES Road, Poughkeepsie, New York 12601 Phone: 845.486.4800 | Fax: 845.486.4981

E-mail: norah.merritt@dcboces.org

FORMS

Norah Merritt
Executive Director of Human Resources

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CHANGE OF ADDRESS/NAME

Name: _____

- My mailing address has changed.
- My street address has changed
- My P.O. Box has changed
- My P.O. Box has been discontinued, I no longer use it.
- My phone number has changed
- My name has changed. * Please refer to bottom of page.

My new name is now: _____

Street address: _____

P.O. Box – Mailing Address: _____

Telephone Number: Home: _____ Cell: _____

E-mail Address: _____

If your name or address has changed it is your responsibility to notify the Retirement System.
Forms are available in Human Resources.

*If your name has changed you MUST submit to Human Resources a copy of your new social security card so that your personnel file can be changed.

Updated: 8/2014
m:\handbook updates 2014\change of address-name.docx

DUTCHESS COUNTY
BOARD OF COOPERATIVE EDUCATIONAL SERVICES
5 BOCES Road • Poughkeepsie, New York 12601-6599

REQUEST FOR APPROVAL OF ABSENCE
Personal Day, Bereavement, Jury Duty

Name _____ Date _____
(Please Print)

I find it necessary to be absent from my position on the following day(s) and dates(s) for the reason checked below:

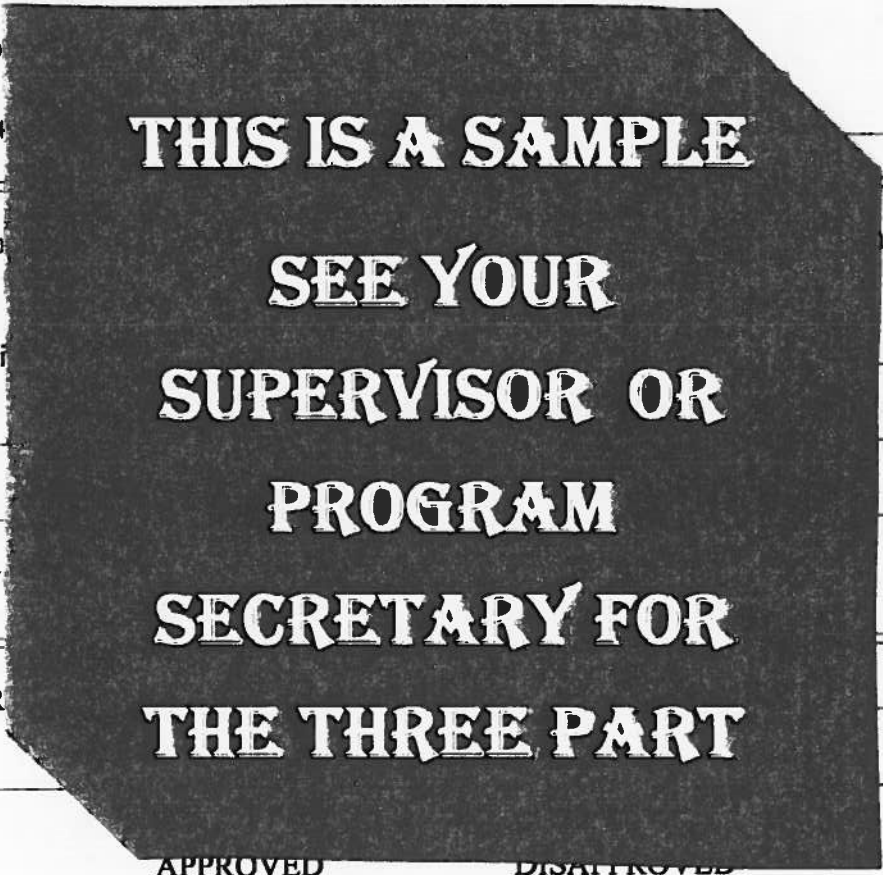
Bereavement (relation) _____

Jury Duty _____

Other _____

Personal _____

_____mitted with a reason.



Day (s) and Date (s) _____

Signature: _____

APPROVED _____ DISAPPROVED _____

(Signature of Supervisor)

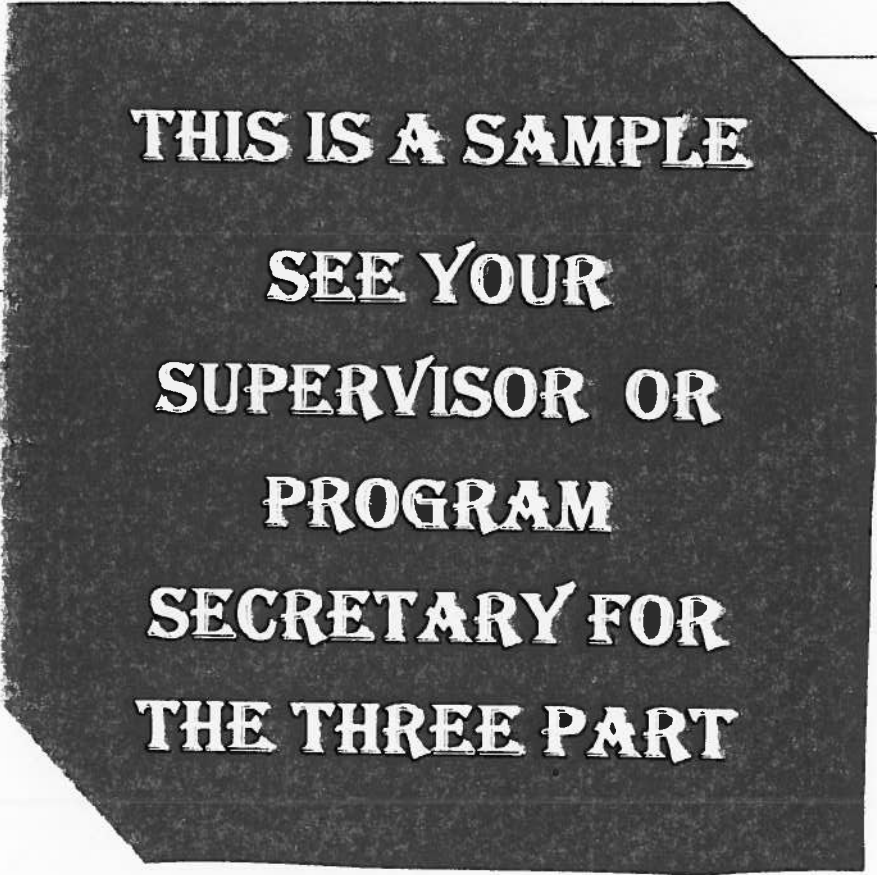
Date

Comments (Supervisor): _____

REQUEST FOR APPROVAL OF VACATION DAYS

Name _____ Date _____
(Please Print)

Day (s) and Date (s) Requested: _____



Signature: _____

Comments (Supervisor): _____

**DUTCHESS COUNTY
 BOARD OF COOPERATIVE EDUCATIONAL SERVICES
 5 BOCES Road
 Poughkeepsie, NY 12601
 TRAVEL/CONFERENCE EXPENSE CLAIM FORM**

Name: _____

Address: _____

Please note that this claim form should be submitted in a timely manner

DATE	PURPOSE/LOCATION	MEALS (see note below) Breakfast/Lunch/Dinner	MISCELLANEOUS

**Note: Itemized Receipts are required for meal reimbursement.
 Credit Card receipts will not be accepted.**

For guest meals, attach the "Meeting/Guest Expense Form"
Meal allowance is \$50.00 per day

EXPENSES:

MILEAGE EXPENSES:
 (Enter mileage reimbursement)

GRAND TOTAL:

INSTRUCTIONS:

Attach receipts for all non-mileage expenses. Mileage record for use of personal car should be entered on other side. Total mileage claim amount should be entered on the "MILEAGE EXPENSE" line. Allowable items are actual and not estimated expenditures.

Signature of Claimant _____

DATE: _____

Approval _____

DATE: _____

Budget Code(s): _____

Business Office Use Only: Vendor # _____ PO # _____
--

MILEAGE EXPENSE FORM

To be used for reporting use of your personal car for routine travel directly related to the performance of your regular supplementary report in connection with conference attendance or other travel outside the area. For further clarification, see BOCES Staff Handbook and Administrative Regulations.

TRIP #	DATE	PURPOSE	FROM	TO
1.			Location & Address	Location & Address
2.			Location & Address	Location & Address
3.			Location & Address	Location & Address
4.			Location & Address	Location & Address
5.			Location & Address	Location & Address
6.			Location & Address	Location & Address
7.			Location & Address	Location & Address
8.			Location & Address	Location & Address
9.			Location & Address	Location & Address
10.			Location & Address	Location & Address

TOTAL MILES:

(effective 01/01/2014) **MILEAGE RATE :**

AMOUNT CLAIMED:

We affirm that each of the above trips represents the shortest available distance and fewest miles for this trip.

(enter amount)

The exceptions are as follows:

Trip # Reason for exception _____

Trip# Reason for exception _____

Signature of Supervisor

Signature of Claimant

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HUMAN RESOURCES

Norah Merritt

Executive Director of Human Resources

5 BOCES Road, Poughkeepsie, New York 12601 Phone: 845.486.4800 | Fax: 845.486.4981

E-mail: norah.merritt@dcboces.org

OTHER

RAFFLES ARE PROHIBITED

SELLING MATERIALS TO PUPILS

Newspapers, magazines, review books, or other materials ordered for classrooms may not be purchased with pupil's money without the authorization of the building administrator.

VIDEO AND AUDIO MATERIALS

Unless approved by administrators or obtained from our Instructional Resource Center. BOCES staff members are not to use any video or audio materials in class or other activities.



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PERSONNEL DIRECTORY

Employees may see their supervisor or visit Human Resources for a copy.



HUMAN RESOURCES

Norah Merritt

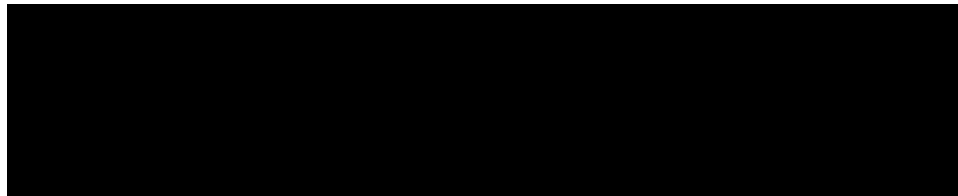
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POLICIES AND PROCEDURES

**Dutchess County BOCES
District-Wide School Safety Plan**



**Dutchess County BOCES
District-Wide School Safety Plan**

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Introduction

Emergencies and violent incidents in school districts are critical issues that must be addressed in an expeditious and effective manner. School districts and BOCES are required to develop a District-Wide School Safety Plan designed to prevent or minimize the effects of serious violent incidents and emergencies and to facilitate the coordination of the school district and/or BOCES with local and county resources in the event of such incidents or emergencies. The District-Wide School Safety Plan is responsive to the needs of all schools within the organization and is consistent with the more detailed emergency response plans required at the school building level. School districts and BOCES are at risk from a wide variety of acts of violence as well as natural and man-made disasters. To address these threats, the State of New York passed the Safe Schools Against Violence in Education (SAVE) Act, which is now public law. Project SAVE is a comprehensive planning effort that addresses risk reduction/prevention, response and recovery with respect to a variety of emergencies in the school district and its schools.

Dutchess County BOCES (“the BOCES”) supports SAVE and intends to facilitate the planning process. The District Superintendent of Schools encourages and advocates on-going district-wide cooperation and support of Project SAVE.

Section I: General Considerations and Planning Guidelines

Purpose

The Dutchess County BOCES District-Wide School Safety Plan was developed pursuant to Commissioner's Regulation 155.17. At the direction of the BOCES Board of Education, the District Superintendent appointed a District-Wide School Safety Team and charged it with the development and maintenance of the District-Wide School Safety Plan.

Identification of School Teams

The BOCES has created a District-Wide School Safety Team consisting of, but not limited to, representatives of the School Board, school safety personnel, parent organizations, students, teachers, administrators, and other school personnel. The members of the team and their positions or affiliations are updated annually.

Concept of Operations

The District-Wide School Safety Plan is directly linked to the individual Building-Level

Emergency Response Plan for each school building. Protocols reflected in the District-Wide School Safety Plan will guide the development and implementation of individual Building-Level Emergency Response Plans.

In the event of an emergency or violent incident, the initial response to all emergencies at an individual school will be by the School Emergency Response Team.

Upon the activation of the School Emergency Response Team, the District Superintendent/designee will be notified and, where appropriate, local emergency officials will also be notified. County and state resources, if deemed necessary, may supplement efforts of the School Emergency Response Team.

Plan Review and Public Comment

This District-Wide School Safety Plan will be reviewed periodically during the year and will be maintained by the District-Wide School Safety Team. The required annual review will be completed on or before July 1 of each year after its adoption by the Board of Education.

Pursuant to Commissioner's Regulation 155.17(e)(3), this plan will be made available for public comment 30 days prior to its adoption. The School Board may adopt the district-wide and building-level plans only after at least one public hearing that provides for the participation of school personnel, parents, students and any other interested parties. The plans must be formally adopted by the Board of Education.

While linked to the District-Wide School Safety Plan, Building-Level Emergency Response Plans shall be confidential and shall not be subject to disclosure under Article 6 of the Public Officers Law or any other provision of law, in accordance with Education Law Section 2801-a.

Full copies of the District-Wide School Safety Plan and any amendments will be submitted to the New York State Education Department within 30 days of adoption. Building-Level Emergency Response Plans will be supplied to both local and state police within 30 days of adoption.

Section II: Risk Reduction/Prevention and Intervention

Risk Reduction/Prevention and Intervention is comprised of activities that are taken prior to an emergency or disaster to eliminate the possibility of the occurrence or reduce the impact of such emergency should it occur.

Prevention/Intervention Strategies

Program Initiatives

A school-wide culture that supports positive learning opportunities for all children and youth is critical. This entails assessing special needs among students who behave inappropriately; referring them to Special Education and other services and interventions as needed; supporting the development of skills for future employment; and developing working relationships with parents, families and communities.

Young people have a variety of emotional needs that they bring to school. Some of these needs may be met in school through encounters with peers and school staff (teachers, administrators, psychologists, counselors, social workers and other school staff), while other needs require proper assessment and referral to community services and organizations. If these needs are handled effectively, students are less likely to engage in negative behavior.

Skills training can be offered in social interaction, problem solving, coping, communication, resisting peer influence, understanding values, respect for individual differences, countering bias, anger management, conflict resolution and peer mediation. Instruction and skills training can be effectively combined using interactive and engaging learning strategies.

Training, Drills and Exercises

The BOCES shall arrange to provide multi-hazard school training for staff and students at each educational site. Such training shall include Violence Prevention Training, Crisis Intervention Training and the appropriate use of Resource Officers in school facilities.

Additional training may be required via workshops that provide instruction in relevant disciplines such as proper restraint techniques and the de-escalation of violent incidents.

Working relationships with local and state police regarding the implementation of school safety and security are well established.

Each school facility shall hold emergency drills as prescribed in Education Law § 807; 8 NYCCR § 155.5(c)(4) and § 155.17(g) to insure that all students, faculty members and other staff are familiar with such drill that it can be activated and accomplished quickly and efficiently. These drills can be held at regular and inopportune times to anticipate almost any situation. Each faculty member shall take his/her attendance register or class record when a drill is performed. Immediately upon arrival at a prescribed point, the faculty member shall take attendance to ensure that all students are present. A report of absentees shall be made immediately to the building administrator at a

designated point.

Evaluation of all drills should be done after each and every drill. The time of the day for the drill and the duration should be recorded to ascertain if the drill is running in an efficient manner. Administrative staff and other observers should be placed in strategic locations throughout the building to observe the student and staff participation in order to evaluate and make recommendations for improvement of these drills.

The Emergency Response Team can simulate emergencies or disasters via tabletop drills. It is recommended that Building Administrators participate in the Incident Critical Command Management Program that is offered through the State Emergency Management Office.

Everyone in the facility, including other employees, instructors not in the regular classrooms and visitors, must obey the instructions in the room or area they occupy when the alarm or notification is given.

Implementation of School Security

All visitors to the BOCES facilities will be required to sign in at the Main Office. Visitors will not be allowed to wander through the facilities. Student visitors from other schools, unless they have a specific reason and prior approval of the Lead Building Administrator, are not permitted to enter school buildings. Anyone who violates any provisions of the BOCES Code of Conduct is subject to appropriate penalties, up to and including reprimand, ejection, arrest and/or criminal prosecution.

All exterior doors not routinely used for student or staff entrance will be secured so as to limit access through the main entrance of each facility.

Vital Educational Agency Information

Each individual educational program within the BOCES (e.g. BETA) collects and maintains vital educational information such as student enrollment and the number of staff and teaching stations. Transportation needs are assessed by the component districts' Transportation Departments in conjunction with BOCES administrators. Internal divisions (e.g. Business Office) maintain and update listings of home and business telephone numbers for key personnel throughout the agency.

Early Detection of Potentially Violent Behaviors

The early detection of potentially violent students shall be accomplished through professional development workshops for the BOCES instructional staff.

Before the end of the first week of each academic term or year, teachers will familiarize themselves with all available information and records about the program placement of every student in their classes. A teacher that is concerned about the classroom

behavior of a student should communicate those concerns to the building administrator if the situation warrants. The teacher will then proceed to work with that student on the basis of these consultations. Every effort will be made to attain all available records from the component school districts.

Hazard Identification

Each of the BOCES educational sites has been evaluated for the location of potential hazards, both on and off school grounds. This hazard identification shall be updated at least once a year.

A listing of Sites of Potential Emergency for the areas surrounding the BOCES facilities is located in the Emergency Preparedness Plan. There is a listing of the hazardous roadways in proximity to the BOCES buildings as well as the hazardous intersections. Adjacent to the BOCES main campus, the County Highway Department has located a garage repair unit. Within its facilities are located oil storage (fuel oil tanks), gas pumps and assorted chemicals, which are used in the servicing of the county fleet.

The BOCES has fuel oil tanks (hazardous chemicals) that are located on the BOCES main campus. There are also gas tanks and waste oil storage in the rear of CTI. The CTI Building has classrooms that house a variety of chemicals and solvents that are used in the instruction of occupational education classes. Material Safety Data Sheets are located in the main offices of each facility. All containers should have appropriate labels to identify the product.

There are no additional storage facilities for hazardous chemicals adjacent to other BOCES facilities that have been identified by either the County Emergency Preparedness Office or the New York State Department of Environmental Conservation.

Section III: Response

Notification and Activation (Internal & External Communications)

In the event of an emergency or pending emergency the Lead Building Administrator will be the individual to be notified. The Lead Building Administrator/designee will then notify the District Superintendent and the local law enforcement officials if the situation warrants. The Emergency Response Team will also be notified at the beginning of the incident. The Lead Building Administrator can refer to the Emergency Preparedness Plan and/or the BOCES Quick Reference Plan for the proper sequence for notification. The chain of command for the majority of incidents is as follows:

- Appropriate Emergency Services
- Lead Building Administrator (Principal)
- District Superintendent

- Deputy Superintendent
- Director of Facilities

The Building-Level Emergency Plan has been prepared in cooperation with the local authorities and the local police and/or the New York State Police.

Information of severe weather such as, but not limited, to tornadoes, storms, blizzards, national or other emergencies that can be foretold will be received in the School Safety Coordinator's office or in the District Superintendent's office. The NOAA Weather Radio and the Fleet Weather Advisory Service will also be used. At the building level a radio with battery backup should also be tuned to the Emergency Broadcast System.

It will be the duty of the Lead Building Administrator/designee to notify faculty, students, staff and others when it is necessary to respond to either internal or external situations. High frequency hand held radios, telephones and/or the intercom system can be used to notify staff of any procedures to be followed.

Notification of incidents can be made to the District Superintendent's office via telephone, fax or E-mail messages. Parents will be notified after an incident is stable and under control. For small group notification a telephone may be used.

If it becomes necessary to close school before the regular closing time, such information will be announced. The following radio stations are listed in our current procedures manuals:

WEOK	1390 AM	WHVW	950 AM
WPDH	101.5 FM	WKIP	1450 AM
WCZX	97.7 FM	WRNQ	92.1 FM
WSPK	104.7 FM	WBPM	94.3 FM
WBNR	1260 AM	WRWD	107.3 FM
WGNY	103.1 FM	WBWZ	93.3 FM
WGNY	1200 AM	WDST	96.9 FM
WALL	1340 AM	WRRV	91.7 FM, 96.9 FM

In addition, information will be broadcast via WRNN-TV.

Once a school closing has been announced, parents can expect their children to be returned to their home schools for final transport home.

Situational Responses

Multi-Hazard Response

The guiding principles for emergency planning are: institute a holding action designed to contain the situation; keep children and staff isolated from the situation; communicate with the proper authorities; and restore normal activities.

Our emergency plans are divided into five separate categories: Civil Disturbances, Environmental Problems, Fire and Explosion, Systems Failures and Medical Emergencies.

Civil Disturbances

The following are emergencies that require an appropriate response by school officials:

- Bomb Threat
- Hostage
- Intruder
- Kidnapped Person

If it becomes necessary to respond to civil disturbances, the school administrators may rely on one of the following responses:

- Stand By
- Lock Down
- Evacuation
- Go Home

Environmental Problems

The following are emergencies caused by naturally occurring or man-made environmental problems that require an appropriate response by school officials:

- Air Pollution
- Drought
- Earthquake
- Flood
- Oil/Gasoline Spill
- Radiological Incident
- Storm – Snow/Ice/Wind/Hurricane
- Thunderstorm/Lightning Storm
- Tornado
- Toxic Material Spill
- Water Contamination

The guiding principles for response are protection of life first, and then the preservation of property, including restoration to normal activities. The fire department, local police,

State Emergency Management Office, Federal Emergency Management Agency and/or environmental specialists will communicate, evaluate, and make the necessary arrangements with the District Superintendent/designee and Director of Facilities for control, clean up, remediation, and disposal of any materials (if needed).

The appropriate responses for this section could also include the use of the Go Home Plan.

Fire and Explosion

A fire or explosion in a building, or a false alarm for same, will interrupt and disrupt school building activities. The effects can be minor as in the case of a false alarm, but can be significant in the case of a fire or explosion. Emergency guidelines, which depict the extremes from minor to major occurrences, are included in this section for the following:

- Explosion
- False Fire Alarm
- Fire

In each case, the guiding principles for emergency planning are protection of life first, and then preservation of property, including restoration of normal activities.

Systems Failure

Failure of a building's structural or mechanical system will interrupt and disrupt normal building activities. A failure or malfunction may be minor, temporary in nature and readily or easily corrected, or may be major, create emergency conditions and involve extensive or extended corrective work. Emergency guidelines, which depict the extremes from minor to major occurrences, are included in this section for the following:

- Electrical Failures
- Energy Loss or Governmentally Imposed Fuel Shortage
- Gas Leak
- Heating System Failure (Loss of Heat)
- Roofing System Failure (Leak)
- Sewage System Failure
- Structural Failure
- Water System Failure

The guiding principles for emergency planning are protection of life first, and then the preservation of property, including restoration to normal activities.

Medical Emergency

A medical emergency is the result of a minor or major illness or injury to an individual.

The event may merely cause the victim discomfort or pain or be of such severity as to be life threatening. Emergency guidelines are included in this section for the following:

- Allergic Reaction
- Animal Bite
- Bleeding
- Blow to the Head
- Broken Bones
- Burns
- Choking
- Diabetic Shock
- Drowning
- Electric Shock
- Epidemic
- Epileptic Convulsions
- Food Poisoning
- Head Lice
- Heart Attack
- Respiratory Arrest
- School Bus Accident and/or Fire
- Shock
- Chemical/Toxic Exposure

The guiding principle is to provide appropriate emergency care until competent medical or parental care is secured. Emergency care is not authorized beyond proper first aid. First aid is the treatment that will protect the life and comfort of the victim until authorized medical treatment is available or, in the case of a student, until the child is placed under the care of a parent or legal guardian. An effective medical emergency program should be based on medically and educationally sound procedures. Some of the components of such a program are:

Signed instructions for emergencies from parents and/or legal guardians should include the name and age of the child; name, address and telephone number where one or both parents may be reached at home and at work; name, address and telephone number of another person who has agreed to care for the child if the parent or guardian cannot be reached; name, address and telephone number of the family physician (or Christian Science Practitioner), family dentist and preferred hospital; religion of the victim; and any condition which requires special handling.

All school personnel and students should know the location of the school health nurse. The telephone numbers of specific emergency services and individuals should be conspicuously posted near each telephone. These may include: school physician, fire

department, police, hospital, ambulance, poison control center, etc.

A list of all students and staff having special medical problems such as hypersensitivity to allergens, diabetes, epilepsy, allergy to bee stings, etc. will be kept in the nurse's office.

Written instructions in first aid procedures should be available to all school personnel. Each teacher should have a copy in his or her room for reference. Copies should be posted in the health office, food services area, maintenance department and administrative office.

Responses to Acts of Violence: Implied or Direct Threats

The BOCES expects a high standard of behavior from its students, faculty and staff as well as visitors to the school facility and grounds. The BOCES will enforce the BOCES Code Of Conduct, which governs the conduct of all persons, whether or not their presence is authorized, upon any premises or property under the control of the BOCES and used in its teaching, administration, cultural, recreational, athletic and/or other programs and activities.

For emergencies caused by (a criminal) an action of a (member of the citizenry) person, which requires an appropriate response by school officials, protocols can be found in the Building-Level Emergency Response Plan, the Emergency Preparedness Plan and the BOCES Quick Reference Plan. The communications procedures will also include the notification of the Lead Building Administrator, the District Superintendent, local fire, police and emergency services.

Response Protocols

In the event of an emergency telephone call such as,

- Bomb Threat
- Fire Emergency
- Hostage Situation
- Intruder

or other emergency received in any BOCES facility, the individual providing the coverage at the desk or receiving the telephone call is to immediately contact the administrator in charge. Calls to the remainder of the chain of command should then commence:

- District Superintendent
- Deputy Superintendent

- Director of Facilities

Emergency Agencies and Services Available in Dutchess County

Dial 911 for all Emergencies in Dutchess County. This includes police, fire and ambulance.

Other Emergency Numbers

Chemtrec	800	424-9300
National Response Center – Oil & Toxic Chemical Spill	800	424-8802
Pesticide Service Center	800	858-7378
Federal Bureau of Investigation	855	TELL FBI
American Red Cross	800	564-0277
Poison Control Center	800	222-1222
Domestic Violence	845	485-5550
Child Abuse Hotline (CPS)	800	342-3720
Suicide or D.C. Help Line	845	485-9700
Or text		DMH to 741741
Department of Environmental Conservation	800	457-7362
Central Hudson	800	527-2714
Gas Odors	800	942-8274

Procedures to Coordinate the Use of School District Resources and Manpower During Emergencies

A listing of all resources by building is located in the Emergency Preparedness Plan. This includes the emergency equipment available such as batteries, food supplies, water, fire extinguishers, etc. A listing is also available of the BOCES fleet for evacuation purposes.

In the event of an emergency, telephone numbers and pager numbers are listed for the Lead Building Administrator, Director of Facilities, BOCES Administrative Staff and Lead Building Custodian.

In the event of an emergency, the District Superintendent has been authorized to afford maximum protection that is reasonably attainable for all students, staff and facilities. This includes the development and implementation of an emergency plan for the protection of all students, faculty and all buildings and grounds and the physical assets of the BOCES.

The BOCES fleet consists of three buses with a seating capacity of 93. Cargo vans for transport of materials are listed as 18 persons. The rest of the fleet consists of 21 other

vehicles with seating capacity of 40 persons.

The Special Education Center has a gymnasium and a kitchen that can serve meals. Food would have to be brought in from other sources in the event of a prolonged emergency. The Technical Center has two Food Prep Classrooms that can be used in the event of emergency. However, there is no provision for food storage, and a prolonged emergency would require bringing food in from the outside.

Telephone communication exists throughout the facilities. There is also intercom communication. All classroom facilities have short wave radio communication within the facilities. There are two generators located on the main campus. One is a 5,000 watt generator and the other a 6,000 watt. These generators can be used to assist in the emergency lighting of the facilities. They cannot, however, generate electricity for the furnaces, cooking, telecommunications and lighting. On the BOCES main campus electricity would be needed to run the pumps for water as well water is used and electricity is needed to pump the water. BETA has city water, and electricity is not needed for water.

Notification to the Lead Building Custodians and the Director of Facilities will allow all resources, facilities and fleet to be allocated and used in the event of an emergency.

Protective Action Options

The nature of certain emergencies may demand that classes be dismissed or cancelled, and in some cases, students and staff may have to be evacuated from the building. They will then be transported and housed temporarily in another district school building. The following procedure should be followed in the case of evacuation:

1. The District Superintendent, in consultation with the Lead Building Administrator, will make the decision to evacuate.
2. The Lead Building Administrator/designee will notify the local police, security system, fire department and the media.
3. The Lead Building Administrator of the evacuating facility will notify the Lead Building Administrator at the alternative site.
4. Teachers will assemble students at the assembly site.
5. Teachers/staff will be dispatched to the alternative site to prepare receiving areas.
6. The BOCES, in cooperation with the school secretary, will notify the media, which will inform the parents of the evacuation and the site location for student pick-up.

Cancellation of Classes/Notification of No School

If a severe blizzard, a heavy snow storm or ice occur during the night that make driving hazardous, and such conditions are known by 6 A.M., a "No School" announcement will be made over the public radio stations. The decision to cancel and related notification

are the responsibility of the District Superintendent/designee.

Dismissal During School Day

If during the school day, there is a situation that would make it necessary to protect the health and safety of the school children, the BOCES school building or the BOCES would then close. The radio stations would be notified, and the buses would transport the children to their home school destinations. BOCES will also notify the component schools' Transportation Department to pick up and/or drop off students at the appropriate sites.

Notification of Parents

If it becomes necessary to close school before the regular closing time, the home school district and parents who transport their students will be notified. Students will be returned home depending on the home school policies and procedures.

Sheltering Sites (Internal and External)

Some emergencies may require persons to stay in the building. The Lead Building Administrator shall initiate the necessary actions upon notification that the school is threatened. Students, faculty and other employees at the school will go immediately to their designated stations previously assigned.

Other emergencies may demand a limited evacuation requiring building occupants to go outside, move away from the building and wait for danger to pass. In extreme emergencies, the evacuation may consist of transporting building occupants to another district building or designated emergency site. In extreme emergencies, the following procedures will be followed:

1. The District Superintendent/designee, in consultation with the Lead Building Administrator, will make the decision to evacuate.
2. The Lead Building Administrator/designee will notify the local police, security system, Fire Department, the Emergency Response Team and the media.
3. If students are to be transported any distances, the Lead Building Administrator will notify the component school districts or contracted transportation service to send buses to transport children to the new destination. The Lead Building Administrator/designee will also notify parents who transport their students.
4. The Lead Building Administrator of the evacuating facility will notify the Lead Building Administrator at the alternate site.
5. The Lead Building Administrator will then evacuate the building.
6. Teachers will walk all students to the assembly area (ball field or playground away from the building).
7. Each member of the faculty shall take his/her attendance register.
8. Students will line up in an orderly fashion and attendance will be taken.

9. School personnel will be dispatched to the alternate site to prepare receiving areas.

Evacuation Sites

Administration
Special Education Building
Technical Center
BETA Site

Primary/Alternate

Special Education Building/Technical Center
Technical Center
Special Education Building
Town of Poughkeepsie Police Parking Lot

If more than one school is to be evacuated, the District Superintendent/designee and the Lead Building Administrators will then determine the site locations. Upon arrival at the alternate site, students will be directed to a specific location. Each teacher will take attendance and forward the record to the building administrator. The building will be inspected by the Lead Building Administrator/designee and staff to ensure that all children have been evacuated. Home school district notification and transportation procedures will be implemented.

Dismissal from the Alternate Site

If the crisis persists past 2 P.M., children will have to wait until after the buses complete their usual runs to other schools before they are picked up from the alternate site. Children who are transported by parents will have to wait for parent arrival. Prior to 2 P.M., the buses that have been assigned to the schools for the original evacuation will be used to assist in a Go Home Plan. If conditions permit, the children will be returned to the school for a normal dismissal.

Upon final building inspection, the Lead Building Administrator/designee on a need basis will release the school personnel. The Lead Building Administrator/designee will provide a status report to the District Superintendent/designee.

Section IV: Recovery

Responses for different types of crises should be planned in advance and reviewed, updated and practiced periodically. The chaos and panic created by certain situations cannot be effectively handled without a pre-established specific plan of action.

The extent of, and need for, disaster or emergency recovery depends in large part upon the nature of the incident. The BOCES Administration will provide the necessary resources to ensure as smooth a transition back to normal operations as possible following an emergency or violent incident.

The BOCES will support the Emergency Response Teams and the Post-Incident Response Teams in school buildings affected by emergencies or disasters by providing financial and logistical support. The agency will also assist these teams by interfacing

with relevant regulatory agencies and the media.

Following a serious act of violence in the schools, employees, counselors, students, police and other emergency responders, witnesses and family members often suffer from stress-related ailments such as insomnia, depression, anger, headaches and ulcers. These conditions translate into higher rates of absenteeism and turnover, as well as lower school and job performance. Much of this suffering and loss can be reduced if the affected individuals receive debriefings from experienced counselors within 24 to 72 hours after the traumatic incident.

The BOCES district office, under the direction of the District Superintendent, shall facilitate the coordination of disaster mental health resources by interfacing with the State Emergency Management Office, the New York State Office of Mental Health and the American Red Cross.

At all times the BOCES must maintain close cooperation with investigating authorities to facilitate completing investigations and minimizing complications.

Fact Sheet #28: The Family and Medical Leave Act

The Family and Medical Leave Act (FMLA) entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons. This fact sheet provides general information about which employers are covered by the FMLA, when employees are eligible and entitled to take FMLA leave, and what rules apply when employees take FMLA leave.

COVERED EMPLOYERS

The FMLA only applies to employers that meet certain criteria. A **covered employer** is a:

- Private-sector employer, with 50 or more employees in 20 or more workweeks in the current or preceding calendar year, including a joint employer or successor in interest to a covered employer;
- Public agency, including a local, state, or Federal government agency, regardless of the number of employees it employs; or
- Public or private elementary or secondary school, regardless of the number of employees it employs.

ELIGIBLE EMPLOYEES

Only eligible employees are entitled to take FMLA leave. An **eligible employee** is one who:

- Works for a *covered employer*;
- Has worked for the employer for at least *12 months*;
- Has at least *1,250 hours* of service for the employer during the 12 month period immediately preceding the leave*; and
- Works at a location where the employer has at least *50 employees within 75 miles*.

* Special hours of service eligibility requirements apply to airline flight crew employees. See Fact Sheet 28J: Special Rules for Airline Flight Crew Employees under the Family and Medical Leave Act.

The 12 months of employment do not have to be consecutive. That means any time previously worked for the same employer (including seasonal work) could, in most cases, be used to meet the 12-month requirement. If the employee has a break in service that lasted seven years or more, the time worked prior to the break will not count *unless* the break is due to service covered by the Uniformed Services Employment and Reemployment Rights Act (USERRA), or there is a written agreement, including a collective bargaining agreement, outlining the employer's intention to rehire the employee after the break in service. See "FMLA Special Rules for Returning Reservists".

LEAVE ENTITLEMENT

Eligible employees may take up to **12 workweeks** of leave in a 12-month period for one or more of the following reasons:

- The birth of a son or daughter or placement of a son or daughter with the employee for adoption or foster care;
- To care for a spouse, son, daughter, or parent who has a serious health condition;
- For a serious health condition that makes the employee unable to perform the essential functions of his or her job; or
- For any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.

An eligible employee may also take up to **26 workweeks** of leave during a "single 12-month period" to care for a covered servicemember with a serious injury or illness, when the employee is the spouse, son, daughter, parent, or next of kin of the servicemember. The "single 12-month period" for military caregiver leave is different from the 12-month period used for other FMLA leave reasons. *See Fact Sheets 28F: Qualifying Reasons under the FMLA and 28M: The Military Family Leave Provisions under the FMLA.*

Under some circumstances, employees may take FMLA leave on an intermittent or reduced schedule basis. That means an employee may take leave in separate blocks of time or by reducing the time he or she works each day or week for a single qualifying reason. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the employer's operations. If FMLA leave is for the birth, adoption, or foster placement of a child, use of intermittent or reduced schedule leave requires the employer's approval.

Under certain conditions, employees may choose, or employers may require employees, to "substitute" (run concurrently) accrued paid leave, such as sick or vacation leave, to cover some or all of the FMLA leave period. An employee's ability to substitute accrued paid leave is determined by the terms and conditions of the employer's normal leave policy.

NOTICE

Employees must comply with their employer's usual and customary requirements for requesting leave and provide enough information for their employer to reasonably determine whether the FMLA may apply to the leave request. Employees generally must request leave 30 days in advance when the need for leave is foreseeable. When the need for leave is foreseeable less than 30 days in advance or is unforeseeable, employees must provide notice as soon as possible and practicable under the circumstances.

When an employee seeks leave for a FMLA-qualifying reason for the first time, the employee need not expressly assert FMLA rights or even mention the FMLA. If an employee later requests additional leave for the same qualifying condition, the employee must specifically reference either the qualifying reason for leave or the need for FMLA leave. *See Fact Sheet 28E: Employee Notice Requirements under the FMLA .*

Covered employers must:

- (1) Post a notice explaining rights and responsibilities under the FMLA (and may be subject to a civil money penalty of up to \$110 for willful failure to post);
- (2) Include information about the FMLA in their employee handbooks or provide information to new employees upon hire;

- (3) When an employee requests FMLA leave or the employer acquires knowledge that leave may be for a FMLA-qualifying reason, provide the employee with notice concerning his or her eligibility for FMLA leave and his or her rights and responsibilities under the FMLA; and
- (4) Notify employees whether leave is designated as FMLA leave and the amount of leave that will be deducted from the employee's FMLA entitlement.

See Fact Sheet 28D: Employer Notice Requirements under the FMLA.

CERTIFICATION

When an employee requests FMLA leave due to his or her own serious health condition or a covered family member's serious health condition, the employer may require certification in support of the leave from a health care provider. An employer may also require second or third medical opinions (at the employer's expense) and periodic recertification of a serious health condition. See Fact Sheet 28G: Certification of a Serious Health Condition under the FMLA. For information on certification requirements for military family leave, See Fact Sheet 28M(c): Qualifying Exigency Leave under the FMLA; Fact Sheet 28M(a): Military Caregiver Leave for a Current Servicemember under the FMLA; and Fact Sheet 28M(b): Military Caregiver Leave for a Veteran under the FMLA.

JOB RESTORATION AND HEALTH BENEFITS

Upon return from FMLA leave, an employee must be restored to his or her original job or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment. An employee's use of FMLA leave cannot be counted against the employee under a "no-fault" attendance policy. Employers are also required to continue group health insurance coverage for an employee on FMLA leave under the same terms and conditions as if the employee had not taken leave. See Fact Sheet 28A: Employee Protections under the Family and Medical Leave Act .

OTHER PROVISIONS

Special rules apply to employees of local education agencies. Generally, these rules apply to intermittent or reduced schedule FMLA leave or the taking of FMLA leave near the end of a school term.

Salaried executive, administrative, and professional employees of covered employers who meet the Fair Labor Standards Act (FLSA) criteria for exemption from minimum wage and overtime under the FLSA regulations, 29 CFR Part 541, do not lose their FLSA-exempt status by using any unpaid FMLA leave. This special exception to the "salary basis" requirements for FLSA's exemption extends only to an eligible employee's use of FMLA leave.

ENFORCEMENT

It is unlawful for any employer to interfere with, restrain, or deny the exercise of or the attempt to exercise any right provided by the FMLA. It is also unlawful for an employer to discharge or discriminate against any individual for opposing any practice, or because of involvement in any

proceeding, related to the FMLA. *See* [Fact Sheet 77B](#): Protections for Individuals under the FMLA . The Wage and Hour Division is responsible for administering and enforcing the FMLA for most employees. Most federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress. If you believe that your rights under the FMLA have been violated, you may file a complaint with the Wage and Hour Division or file a private lawsuit against your employer in court.

For additional information, visit our Wage and Hour Division Website:

<http://www.wagehour.dol.gov> and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4-USWAGE (1-866-487-9243).

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

U.S. Department of Labor
Frances Perkins Building
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1-866-4-USWAGE
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POLICIES MANUAL

http://www.dcboces.org/sites/default/files/dcboces/policy_2.pdf



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PLAN FOR SITE BASED PLANNING AND SHARED DECISION MAKING

Dutchess County
Board of Cooperative Educational Services

PLAN FOR
SITE-BASED PLANNING
AND
SHARED DECISION MAKING

January 19, 1994

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INTRODUCTION

On March 27, 1992, the New York State Board of Regents adopted Section 100.11 of the Regulations of the Commissioner of Education. This regulation requires each public school district and BOCES to develop and adopt, by February 1, 1994, a plan for participation by teachers, parents and administrators in site-based planning and shared decision making. Further, the regulation requires that the plan be developed in collaboration with the District Superintendent, administrators, teachers and parents.

At the August 24, 1993, meeting of the BOCES Board, the following change to the District Superintendent was adopted:

“The Dutchess County Board of Cooperative Educational Services Board hereby directs the District Superintendent to establish a BOCES Planning Committee which will work collaboratively with the Board to develop a plan for program-based planning and shared decision-making as required by Commissioner’s Regulation 100.11. The purpose of school-based planning and shared decision-making shall be to improve the educational performance of all students in the school, regardless of such factors as socio-economic status, race, ethnicity, gender, language background, and/or disability.”

A BOCES Planning Committee comprised of the District Superintendent, administrators, teachers and parents was established and deliberations commenced in September 1993. The Planning Committee utilized a consensus model to develop the attached plan for shared decision making and site-based planning for the Dutchess County BOCES.

I. EDUCATIONAL ISSUES

The educational issues subject to cooperative planning and shared decision-making at the site level shall meet the following criteria:

- A. Be directly related to the improvement of student achievement. Some issues should fall within the parameters defined by the Effective Schools characteristics. Issues and examples are as follows:
 1. Safe and Orderly Environment
 - Guidelines for behavior management
 2. Clear School Mission for Instruction/Outcome Based Education
 - Curriculum
 - Materials
 - Equipment
 - Textbook(s)
 - Grading practices
 - Career awareness, planning and preparation
 - Implementation and integration
 3. Instructional Leadership
 - Guidelines for component district
 - Guidelines for parents
 - Guidelines for community
 - Guidelines for intra-BOCES
 4. High Expectations for Success
 5. Opportunity to Learn and Student Time-On-Task
 - Guidelines for staff development training opportunities
 - Guidelines for extra curricula activities
 - Suggestions for scheduling/site
 6. Frequent monitoring of student progress
 7. Home and School/Relations
 - Guidelines for parent involvement

B. Require coordination with contract and/or administrative committees such as:

1. Curriculum
2. Discipline
3. Staff Development
4. Scheduling

C. Not impact on:

1. Health concerns
2. Safety
3. General welfare of students and/or adults
4. Civil rights
5. Ethics
6. State and Federal law
7. Commissioner's Regulations
8. Board Policy
9. The operation and maintenance of other buildings and facilities in the BOCES
10. BOCES-wide programs or services
11. Finances beyond that which are allotted to the building team
12. Collective bargaining issues (process or agreements)
13. Plant operations

II. MANNER AND EXTENT

A. Site Teams

1. Three Site Teams shall be established to represent the following BOCES programs:
 - (a) Alternative High School Programs
 - (b) Special Education/Alternative Programs K-8
 - (c) Technical Programs
2. The size of each Site Team shall not be less than 7 nor more than 15.
3. Membership of each Site Team shall include the following:
 - (a) Core Site Team membership shall include the following 7 members:
 - (1) 2 administrators
 - (2) 2 parents or 1 parent/1 community member
 - (3) 2 teachers
 - (4) 1 aide/assistant/interpreter

(b) The Core Site Team may expand the team to include additional members which may come from the following groups:

- (1) Support staff (clerical and maintenance)
- (2) Community/private sector/public sector
- (3) Administrators
- (4) Parents
- (5) Teachers
- (6) Aides/assistants/interpreters
- (7) Students

(c) Additional members to the Site Team shall be selected by a process determined by the Core Site Team from the groups indicated in paragraph (b) above.

4. Selection of team members:

- (a) Site Team teacher members will be selected by the teachers from each of the respective 3 BOCES programs. A teacher team member must be from that respective site.
- (b) Site Team administrator members will be selected by the administrators from each of the respective 3 BOCES programs. An administrative team member must be from that respective site.
- (c) Site Team parent members will be selected by the parent organizations of each of the 3 BOCES programs having a parent organization. If there is no parent organization, the Core Site Team shall assure appropriate parent representation.
- (d) Site Team aides/ assistants/interpreter members will be selected by the aides/assistants/interpreters from each of the respective 3 BOCES programs. Aide/assistant/interpreter must be from that respective site.
- (e) Site Team community/private or public sector member(s) will be selected by the Core Site Team from that respective site.

5. Terms

- (a) Site Team members shall serve for a two (2) year term.

Members may be re-elected for additional two year terms.

If a member leaves or resigns from a term of office, the individual's replacement shall serve for the balance of the term.

6. Primary role responsibility of the Site Teams is improvement of student performance. This will be accomplished through:
 - (a) Development, implementation, monitoring and evaluation of a plan for improvement of student performance, following the guidelines of identified educational issues in section 1A of this plan.
 - (b) Communication with the appropriate stakeholders in such areas as educational issues, decisions, results, etc.
 - (c) Establishment of ground rules for the maintenance and operation of the team.
7. Criteria for membership. Each team member shall:
 - (a) Put all the needs and interests of students first and foremost in all the decision making activities
 - (b) Put all personal needs and interests aside while participating in Team activities
 - (c) Attend all meetings
 - (d) Be a good communicator
 - (e) Be proactive and positive
 - (f) Have a good sense of the culture within sites/programs
 - (g) Be willing to undergo all training provided by the Board
 - (h) Carry out his/her responsibilities as a team member for the benefit of children attending the BOCES educational program
 - (I) Express the views of the group he/she has been chosen to represent
 - (j) Make decisions based upon his/her own values/beliefs
 - (k) Serve willingly

III. MEANS AND STANDARDS TO EVALUATE IMPROVEMENT IN STUDENT ACHIEVEMENT

The site teams are responsible for developing the means and standards for evaluating student achievement using the following criteria:

- A. Improvement of student achievement shall be evaluated through the following where applicable:
 - NYS Learning Standards
 - The Compact for Learning
 - Course and/or program and IEP goals

- Standards of excellence set by the BOCES and site-based standards established at each BOCES site that will reflect BOCES-wide standards
- Student portfolio presentation of accomplishments
- Regents Goals and Bill of Rights for Children
- Community and marketplace expectations
- Regional, State and/or national benchmarks
- National Skills Standards

B. The above will be a collaborative effort, where applicable, with:

- Parents/guardians
- Component school districts
- Higher education
- Business, industry and labor
- Other BOCES buildings or programs

IV. ACCOUNTABILITY FOR DECISIONS

- A. Each site team shall work in a consensus decision-making mode and shall be held accountable for the following practices:
1. All meetings must be open to those site stakeholders wishing to attend.
 2. Each Site Team must develop a format for their meeting agendas and minutes of their meetings. These documents shall be distributed to team members. Additionally, agenda and minutes shall be posted.
 3. Team members must actively seek input from stakeholders in a timely manner. In addition, team members must actively communicate proposals, recommendations, and/or decisions to stakeholders in a timely manner. Site Teams shall annually survey their stakeholders regarding their perceptions of the site-based decision making process.
 4. Site Team activities must be communicated throughout the BOCES.

5. At least once a year, teams must assess the success of their shared decision-making and site-based planning processes. These assessments must be based on data pertaining to improvement in student achievement.
6. Site Teams should meet at least on a quarterly basis and file a copy of their meeting minutes with the District Superintendent. The District Superintendent will transmit a report annually to the BOCES Board.
7. Site Teams shall develop a process by which site team member(s) may be removed from the team and conditions which would warrant such action.

B. Each site team member shall be held accountable to:

1. Respect the opinions and perspective of other site team members.
2. Actively participate in and support consensus decisions. (Support is defined as each site team member working to fully and successfully implement the decisions and to explain them, in a positive manner, to stakeholders).
3. Handle issues that require confidentiality in an appropriate manner.

V. DISPUTE RESOLUTION

All disputes shall be resolved at the site level, thus empowering the teams. Disputes resulting from an inability to reach a decision on an educational issue shall be resolved in the following ways.

- A. Within two weeks, those opposing a decision must present alternative solutions and ideas that have not yet been considered by the group.
- B. If consensus is not reached following presentation of alternatives, after a two week period, the issue will be tabled until such time as a Site team member(s) reintroduces the issue.

VI. COORDINATION OF PARENT INVOLVEMENT

Certain state and federal programs (eg. Chapter 1, PCEN, Special Education and Occupational Education) may require parental involvement that exceeds the level of parental involvement described in this plan. In all cases where required parental involvement is greater than that provided in the BOCES Plan, that greater involvement shall be minimum allowed.

