AGREEMENT

BETWEEN

DUTCHESS COUNTY

BOARD OF COOPERATIVE EDUCATIONAL SERVICES

AND

DUTCHESS COUNTY

BOARD OF COOPERATIVE EDUCATIONAL SERVICES

FACULTY ASSOCIATION

JULY 1, 2015 - JUNE 30, 2019
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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 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. SAVINGS 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. 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.

G. 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.

H. 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.

I. BOARD AGENDA AND MEETING MINUTES

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

J. 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 duty
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.

K. INVOLUNTARY TRANSFERS

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.

L. EMPLOYMENT OPPORTUNITIES WITHIN THE BOCES

1. The BOCES shall post notices in each BOCES center of all openings in professional positions. The BOCES shall internally post all openings for positions in the bargaining unit for five (5) business days before posting externally. This internal posting requirement shall be applicable year round, including summer months. 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
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 there to 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.
O. HANDBOOK AND ESSENTIAL FORMS

A handbook shall be electronically distributed to all the unit members by BOCES. 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.

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.

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.

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 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.
R. 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.

3. To the extent permitted under State and/or Federal laws, effective with the start of the 2016-2017 school year, the business office shall provide the Association with Electronic Membership Reporting. The BOCES shall transfer member dues to the Association via electronic transfer to the Association’s bank account.

S. 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.

T. 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.

U. 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.

V. 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.
W. 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.

X. 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.
Y. FLEXIBLE BENEFIT PLAN

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

Z. 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. Those unit members assigned to in-district positions where the District has a different calendar and/or more days per year than the BOCES shall be compensated at their daily per diem rate for all days required to work above 185 days per school year.

AA. 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.

AB. 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.
AC. 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.

AD. 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.

AE. 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  
(b) Martin Scheinman

c) Jeffrey Selchick  
(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 – WORKERS’ COMPENSATION**

A. A unit member injured in the course of their employment who are adjudged entitled to Workers’ 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 Workers’ 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 Workers’ 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. (a) 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.

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

(c) Effective September 1, 2016 or as soon as practicable thereafter, the DEHIC EPO 20 shall be an available health insurance option, in addition to the Alternate DEHIC PPO plan.

(d) Upon the DEHIC EPO 20 becoming an available health insurance option, MVP and CDPHP shall be eliminated as plan options.

(e) Effective July 1, 2016, family insurance payments for those non-SRP unit members enrolled in DEHIC Alternate PPO 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 member’s salary.

Effective upon the implementation of the DEHIC EPO 20, family health insurance for those non-SRP unit members enrolled in DEHIC EPO 20 shall be paid on a 95%/5%
sharing basis. The BOCES shall pay 95% of the premium of DEHIC EPO 20 and 5% of the premium will be deducted from the unit member’s salary.

Effective upon the implementation of the DEHIC EPO 20, individual health insurance for those non-SRP unit members enrolled in DEHIC Alternate PPO shall be paid on a 90%/10% sharing basis. The BOCES shall pay 90% of the premium of DEHIC Alternate PPO and 10% of the premium will be deducted from the unit member’s salary.

Effective upon the implementation of the DEHIC EPO 20, individual health insurance for those non-SRP unit members enrolled in DEHIC EPO 20 shall be paid on a 95%/5% sharing basis. The BOCES shall pay 95% of the premium of DEHIC EPO 20 and 5% of the premium will be deducted from the unit member’s salary.

(f) Effective July 1, 2017, family health insurance for those non-SRP unit members enrolled in DEHIC EPO 20 shall be paid on a 94%/6% sharing basis. The BOCES shall pay 94% of the premium of DEHIC EPO 20 and 6% of the premium will be deducted from the unit member’s salary.

(g) Effective July 1, 2018, family health insurance for those non-SRP unit members enrolled in DEHIC EPO 20 shall be paid on a 93%/7% sharing basis. The BOCES shall pay 93% of the premium of DEHIC EPO 20 and 7% of the premium will be deducted from the unit member’s salary.

2. (a) 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):

<table>
<thead>
<tr>
<th>Salary</th>
<th>Family</th>
<th>Individual</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-$27,499</td>
<td>1%</td>
<td>1%</td>
</tr>
<tr>
<td>$27,500-$29,148</td>
<td>2%</td>
<td>2%</td>
</tr>
<tr>
<td>$29,149-$30,999</td>
<td>4%</td>
<td>4%</td>
</tr>
<tr>
<td>$31,000 or greater</td>
<td>15%</td>
<td>7%</td>
</tr>
</tbody>
</table>

The contribution is predicated on the maximum DEHIC contribution by BOCES

(b) Effective upon the implementation of the DEHIC EPO 20, health insurance contributions for School Related Professionals shall be as follows (monies earned from substitution, or longevities are not included in base salary for purposes of determining total earnings):

<table>
<thead>
<tr>
<th>Salary</th>
<th>DEHIC Alt PPO</th>
<th>DEHIC EPO 20</th>
</tr>
</thead>
<tbody>
<tr>
<td>Family</td>
<td>Individual</td>
<td>Family</td>
</tr>
</tbody>
</table>
0-$27,499  3%   3%   0%   0%
$27,500-$29,148  5%   5%   0%   0%
$29,149-$31,999  7%   7%   0%   0%
$32,000 or greater  15%  10%  5%   5%

(c) Effective July 1, 2017, health insurance contributions for School Related Professionals shall be as follows (monies earned from substitution, or longevities are not included in base salary for purposes of determining total earnings):

<table>
<thead>
<tr>
<th>Salary</th>
<th>DEHIC Alt PPO</th>
<th>DEHIC EPO 20</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Family</td>
<td>Individual</td>
</tr>
<tr>
<td>0-$27,499</td>
<td>3%</td>
<td>3%</td>
</tr>
<tr>
<td>$27,500-$29,148</td>
<td>5%</td>
<td>5%</td>
</tr>
<tr>
<td>$29,149-$31,999</td>
<td>7%</td>
<td>7%</td>
</tr>
<tr>
<td>$32,000 or greater</td>
<td>15%</td>
<td>10%</td>
</tr>
</tbody>
</table>

(d) Effective July 1, 2018, health insurance contributions for School Related Professionals shall be as follows (monies earned from substitution, or longevities are not included in base salary for purposes of determining total earnings):

<table>
<thead>
<tr>
<th>Salary</th>
<th>DEHIC Alt PPO</th>
<th>DEHIC EPO 20</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Family</td>
<td>Individual</td>
</tr>
<tr>
<td>0-$27,499</td>
<td>3%</td>
<td>3%</td>
</tr>
<tr>
<td>$27,500-$29,148</td>
<td>5%</td>
<td>5%</td>
</tr>
<tr>
<td>$29,149-$31,999</td>
<td>7%</td>
<td>7%</td>
</tr>
<tr>
<td>$32,000 or greater</td>
<td>15%</td>
<td>10%</td>
</tr>
</tbody>
</table>

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

4. No new member of the unit employed on or after September 1, 2006 but prior to July 13, 2016, 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. Unit members hired on or after July 13, 2016 shall not be eligible for health insurance in retirement, unless they have completed a minimum of fifteen (15) consecutive years of service within this unit at the time of retirement.

5. Unit members retiring on or after July 1, 2016 shall be offered the same plan options as offered to active employees at the following percentages: BOCES contribution based on premium costs for Alternate PPO (or replacement plan): 90% Individual, 85% Family. If the retiree selects a less expensive plan, the BOCES contribution shall not exceed its contribution for the DEHIC Alternate PPO (or replacement plan).
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. 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:

<table>
<thead>
<tr>
<th>Number of members participating</th>
<th>Family or Individual</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-15</td>
<td>$2000</td>
</tr>
<tr>
<td>16-25</td>
<td>$3000</td>
</tr>
<tr>
<td>26 or above</td>
<td>$4000</td>
</tr>
</tbody>
</table>

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. The buyout shall be pro-rated for any unit member who opts out of BOCES health insurance coverage for a partial year.

2. Applications must be submitted no later than June 1st of any year preceding the July 1st commencement of the BOCES fiscal year.

3. The buy-out plan will begin July 1, 1991.

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.
5. Unit members exsessed 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 $21 = $2050 per adult instructor.

8. 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:

<table>
<thead>
<tr>
<th>Year</th>
<th>Stipend</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015-2016</td>
<td>$2,112.42</td>
</tr>
<tr>
<td>2016-2017</td>
<td>$2,113.54</td>
</tr>
<tr>
<td>2017-2018</td>
<td>$2,154.87</td>
</tr>
<tr>
<td>2018-2019</td>
<td>$2,176.42</td>
</tr>
</tbody>
</table>

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 2015-16, an individual who has accumulated the necessary 15 hours of in-service credit hours over the 10 base hours, shall receive 3 X $74.74 = $224.22 lump sum payment at the end of June 2016.)

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.

Pursuant to Section 3012-d of the New York State Education Law, the parties have agreed to an amended APPR plan applicable to classroom teachers beginning in the 2016-2017 school year. The parties agree that the APPR plan shall apply to all groups of classroom teachers currently covered by Education Law 3012-d. Subsections 1-10 below remain in force for all teachers.
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

Each employee shall be entitled to up to five (5) days bereavement leave for a death in his/her immediate family or person residing in employee's household. As used in this section, "immediate family" shall mean parent, child, spouse, sibling, grandchild, grandparent, or domestic partner (as defined by District's health insurance plan.) Up to three (3) days bereavement leave may be used for death of a mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandparent-in-law. The Superintendent, in his/her discretion, may grant up to an additional three (3) days of bereavement leave under extenuating circumstances.

E. CHILD CARE LEAVE

1. Child care leave shall be granted upon application and approval for a period of time not to exceed one year. However, such leave shall only be available to be taken within one year from the date of birth or adoption of a child. 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

1. 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:

<table>
<thead>
<tr>
<th>Year</th>
<th>2015/16</th>
<th>2016/17</th>
<th>2017/18</th>
<th>2018/19</th>
</tr>
</thead>
<tbody>
<tr>
<td>Step</td>
<td>Step + 1.21%</td>
<td>Step + 1.21%</td>
<td>Step + 1.21%</td>
<td>Step + 1.21%</td>
</tr>
</tbody>
</table>

The attached salary schedules shall be effective for the 2015-16; 2016-17; 2017-18, and 2018-19 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:

<table>
<thead>
<tr>
<th>Year</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015-2016</td>
<td>$74.74</td>
</tr>
<tr>
<td>2016-2017</td>
<td>$75.49</td>
</tr>
<tr>
<td>2017-2018</td>
<td>$76.24</td>
</tr>
<tr>
<td>2018-2019</td>
<td>$77.00</td>
</tr>
</tbody>
</table>

3. 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:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015-2016</td>
<td>$1,584.32</td>
</tr>
<tr>
<td>2016-2017</td>
<td>$1,600.16</td>
</tr>
<tr>
<td>2017-2018</td>
<td>$1,616.16</td>
</tr>
<tr>
<td>2018-2019</td>
<td>$1,632.32</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014-2015</td>
<td>$1,568.63</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015-2016</td>
<td>$3,595.00</td>
</tr>
<tr>
<td>2016-2017</td>
<td>$3,631.00</td>
</tr>
<tr>
<td>2017-2018</td>
<td>$3,667.00</td>
</tr>
<tr>
<td>2018-2019</td>
<td>$3,704.00</td>
</tr>
</tbody>
</table>

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. Anyone hired after July 13, 2016 shall be required to have ten (10) years of teaching service in BOCES in order to be eligible for the twenty (20) year longevity.

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:
2015-2016 $2,996.00
2016-2017 $3,026.00
2017-2018 $3,056.00
2018-2019 $3,086.00

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:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015-2016</td>
<td>$3,595.00</td>
</tr>
<tr>
<td>2016-2017</td>
<td>$3,631.00</td>
</tr>
<tr>
<td>2017-2018</td>
<td>$3,667.00</td>
</tr>
<tr>
<td>2018-2019</td>
<td>$3,704.00</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015-2016</td>
<td>$5,768.00</td>
</tr>
<tr>
<td>2016-2017</td>
<td>$5,826.00</td>
</tr>
<tr>
<td>2017-2018</td>
<td>$5,884.00</td>
</tr>
<tr>
<td>2018-2019</td>
<td>$5,943.00</td>
</tr>
</tbody>
</table>

a. The parties agree that the effective date of payment for the longevities 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:
2015-16 $1,044.00
2016-17 $1,144.00
2017-18 $1,244.00
2018-19 $1,344.00

(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:

2015-16 $1,044.00
2016-17 $1,144.00
2017-18 $1,244.00
2018-19 $1,344.00

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:

- 0-50 days $0 no payout
- 51-95 days accumulation (max. 44 days) $35/day = $1,540 (max.)
- 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 $10,240.

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:

- 0-30 days $0 no payout
- 31-60 days accumulation (max. 30 days) $20/day = $600.00 (max.)
- 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 \$2850.00.

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 (SRP)
(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. BEREAovernment Leave

Each employee shall be entitled to up to five (5) days bereavement leave for a death in his/her immediate family or person residing in employee’s household. As used in this section, “immediate family” shall mean parent, child, spouse, sibling, grandchild, grandparent, or domestic partner (as defined by District’s health insurance plan). Up to three (3) days bereavement leave may be used for death of a mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandparent-in-law. The Superintendent, in his/her discretion, may grant up to an additional three (3) days of bereavement leave under extenuating circumstances.

E. Child Care Leave

1. Child care leave shall be granted upon application and approval for a period of time not to exceed one year. However, such leave shall only be available to be taken within one year from the date of birth or adoption of a child. 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 - 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.

<table>
<thead>
<tr>
<th></th>
<th>2015/16</th>
<th>2016/17</th>
<th>2017/18</th>
<th>2018/19</th>
</tr>
</thead>
<tbody>
<tr>
<td>Step</td>
<td>+ 1.21%</td>
<td>+ 1.21%</td>
<td>+ 1.21%</td>
<td>+ 1.21%</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th></th>
<th>Full Days</th>
<th>Half Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014-15</td>
<td>$33.47</td>
<td>$16.74</td>
</tr>
</tbody>
</table>

ARTICLE XX - 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 XXI - 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 TEACHERS

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:

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ARTICLE XXII - DURATION OF AGREEMENT - SIGNATURES

A. This agreement shall be effective as of July 1, 2015, and shall continue in effect through June 30, 2019. 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

BOCES FACULTY ASSOCIATION

James Fitzmaurice
PRESIDENT,
BOCES FACULTY ASSOCIATION
CHAIRPERSON, NEGOTIATING TEAM

Dr. Richard Hooley
DISTRICT SUPERINTENDENT

Jessica DiBartolo
FORMER PRESIDENT,
BOCES FACULTY ASSOCIATION
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Teaching Assistants Salary Schedules
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# Teaching Assistants for Crisis Intervention Salary Schedules
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### Interpreters Basic Salary Schedules
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