

COLLECTIVE NEGOTIATIONS

AGREEMENT

Between

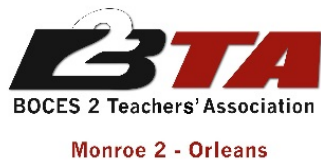
The District Superintendent of

Monroe 2-Orleans BOCES

and

Monroe 2 – Orleans BOCES

Teachers' Association



July 1, 2021 – June 30, 2024

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Recognition Resolution

Section A

Nature and Terms

The Monroe 2-Orleans Board of Cooperative Educational Services has determined that Monroe and Orleans Counties BOCES 2 Teachers' Association is supported by a majority of the teachers and other licensed staff members including art therapists, audiologists, guidance counselors, librarians, music therapists, occupational therapists, physical therapists, registered nurses, school counselors, school health coordinator, school nurse practitioners, school psychologists, school social workers, speech therapists, and vocational rehabilitation counselors. This unit is composed of all professional provisional or permanently certified employees, and those specified classified civil service employees, except the District Superintendent, and other administrative personnel such as Deputy Superintendent, Assistant Superintendents, Executive Directors, Directors, Executive Principals, Principals, Consultants, Coordinators, Assistant Principals, Purchasing Agents, Supervisors, Program Administrators and all certified administrators, and hereby recognizes the Monroe and Orleans Counties BOCES 2 Teachers' Association as the exclusive negotiating agent for the full-time permanent and long-term substitute teachers and work-study coordinators and regularly assigned half-time teachers in such unit and classified employees. Whenever the contract refers to a "teacher", the term refers to all educationally certificated personnel covered under this Agreement. Whenever the contract refers to classified employees, the term refers to all civil service classified personnel covered under this Agreement. Whenever the contract refers to unit members, the term refers to both certificated and classified employees covered under this Agreement. Such recognition shall be for the maximum period allowable as amended from time to time under Section 208 of Public Employees Fair Employment Act.

Department Chairperson – OT/PT

The Department Chairperson for Physical Therapy and Occupational Therapy who occupies the Civil Service title of Chief Physical Therapist and Supervising Occupational Therapist has as his/her primary responsibility the Coordination of the physical therapy and occupational therapy departments which may include the supervision and evaluation of all staff within that department. This may include recruitment, selection, supervision and evaluation of Physical Therapists, Occupational Therapists, Certified Occupational Therapy Assistants, Physical Therapy Assistants, Physical Therapy Aides and Occupational Therapy Aides. This is the only unit member who participates in the supervision and evaluation of other unit members.

Definition

For the purpose of this agreement, the term Program Administrator will encompass the following administrative titles: Directors, Executive Principals, Principals.

Section A

Dues Check Off and Authorization

The District Superintendent or his or her designated representative shall provide for a payroll deduction for the current rate of Association dues. The Association shall provide the Business office thirty (30) days prior written notice of any change in the amount of the dues. The deduction shall be made in equal amounts beginning with the second pay period of September. The Payroll Clerk shall transmit each month to the authorized Treasurer of the Association the amount of the deductions.

Dues must be deducted from all eligible unit members; in addition, the Association must provide adequate information regarding each unit member's rights to receive a refund for dues money used for political activities; such refund forms must be provided to the Human Resources Office.

The Association agrees to hold harmless the BOCES from all liability or claims which may arise from the implementation or continuation of this provision.

Section B

Credit Union Deductions

The BOCES shall provide for payroll deductions for all unit members who enroll in a credit union of the Association's choice. The forms authorizing payroll deduction for such purpose shall be mutually agreed upon by the parties of this Agreement.

Negotiations Procedures

Section A

The District Superintendent or his or her designated representative(s) will meet with representative(s) designated by the Association for the purpose of negotiating and reaching mutually satisfactory agreements. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representative(s) will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromise in the course of negotiations.

Section B

Opening Negotiations

Either party may request the opening of negotiations. Such request shall be made on or before the first school day in February, but in no event earlier than the first school day in January preceding the expiration date of this agreement. A meeting shall be held within fifteen (15) days of such request for the purpose of establishing a mutually satisfactory date for the opening of negotiations. At the first meeting, both parties shall exchange all proposals for negotiation unless mutually waived by the parties.

Section C

Ground Rules

The District Superintendent's assigned representative(s) shall meet at such mutually agreed upon places and times with representative(s) of the Association for the purpose of effecting a free exchange of facts, opinions, proposals, and counter-proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters.

Section D

Negotiation Information Exchange

Both parties shall furnish each other, upon reasonable request, any reasonable available information they may deem pertinent to the issues under consideration, including budgetary and audit information.

Negotiations Procedures (cont'd)

Section E

Consultants

The parties may call upon consultants to assist in preparing for negotiations, to advise them during negotiation, and to advise them during negotiating sessions. The expense of such consultants shall be borne by the party requesting them.

Section F

Reaching Agreement

When the negotiating teams reach a tentative agreement, the agreement shall be reduced to writing as a memorandum of understanding. The tentative agreement so negotiated will apply to all the employees in the recognized unit, regardless of membership or non-membership in the Association. An electronic copy of the final signed agreement shall be posted on the BOCES employee portal and a copy will be emailed to the Association president/co-president at that time.

Professional Development and Conference Attendance

Section A

Professional Development

The administration and the Teachers' Association mutually recognize the need for continuous professional development of all unit members and make the following commitments:

1. Establish a permanent Professional Development Team. Make up of this committee will be mutually determined by the Office of Instructional Programs and the Teachers' Association. The team will be annually charged to determine the training needs of the BOCES 2 organization and its unit members. The team will further identify specific methods to best meet those training needs, inclusive of the fall and spring Superintendent's Conference Days which will be scheduled in the annual calendar each year and other methods including, but not limited to, release days or after-school sessions.
2. The Professional Development Team will submit to the District Superintendent and to the President/Co-President of the Teachers' Association no later than May 1 of the preceding year, plans for the Orientation program for new unit members, and the Professional Development Programs for all other unit members.
3. The Professional Development Team will submit to the District Superintendent and to the President/Co-President of the Teachers' Association no later than April 1 of the preceding year, a cumulative report of participation by unit members in the Orientation and Professional Development Programs, and an evaluation of these programs.
4. All new unit members will participate in a comprehensive Orientation Program consisting of:
 - Up to five (5) unpaid days during the first two (2) years of employment, prior to the beginning of professional duties each year.
 - Ten (10) hours of professional growth activities during the first year of employment, as determined by the administration.
5. All probationary staff members will participate in a comprehensive Professional Development Program during their second and third years of employment consisting of:
 - Ten (10) hours of professional growth activities per year on topics determined by the administration.
6. All tenured and permanently appointed classified unit members will participate in a comprehensive Professional Development Program consisting of:
 - Ten (10) hours of professional growth activities per year on topics determined by the Professional Development Committee or mutually agreed to by the staff member and the immediate supervisor.
7. The administration will provide the resources and conduct the Orientation Program for new unit members and the Professional Development Programs for all other unit members and in accordance with Article XVII, Section F.

Professional Development and Conference Attendance (cont'd)

Section B

Expenses of Professional Workshops and Conferences

Unit members, with the approval of the District Superintendent, may have the opportunity to attend workshops, programs, or conferences at the expense of the Board. This shall be oriented solely to improving professional competency. The Program Administrator may require a written and/or oral report of the visitation made by staff members. The immediate supervisor shall provide to the unit member the services of a typist to type the report and to provide necessary reproduction of the report.

Section C

Selection of Teacher for Conference Attendance

Unit members active in areas of program development or professional growth germane to their areas of responsibility will be given first priority to attend workshops, programs or conferences.

Section D

Classroom Observations and Visitations

Teachers shall have the opportunity to plan a visit to other schools; public and non-public and programs in their major fields of interest with the approval of the Program Administrator or designee. Substitutes shall be provided by BOCES. The current standard BOCES Form will be used to obtain prior approval and to estimate expenses. Such approved expenses as mileage, meals, tolls, parking and related expenses shall be paid by BOCES.

Section E

Mentor Program

The Monroe 2-Orleans BOCES is committed to supporting new teachers in transitioning from preparation to practice. To foster this development, our mentoring program is a process in which a skilled, experienced unit member teaches and supports a novice teacher. Participation as a mentor in this program is voluntary. We strongly believe these mentoring activities will lead to enhanced student achievement.

1. The BOCES and the Association have read and understand the New York State Education Department Regulations related to requirement of a mentoring program.
2. The Professional Development Team (PDT) created a mentoring program defining criteria, roles, responsibilities, application and reference in compliance with regulations. The PDT is responsible for future revisions of this program.
3. Revisions to the Professional Development Plan (PDP) shall be reviewed by the Teacher Liaison Committee prior to final board approval.

Professional Development and Conference Attendance (cont'd)

Section E (cont'd)

Mentor Program (cont'd)

4. The BOCES and the Association agree that any Association member selected as a mentor will receive a fixed annual lump sum stipend as outlined below. The stipend will not be added to the Association member's base salary and will not be included to calculate annual salary increases. The stipend will be paid quarterly during the work year.

Position	2021-22 Stipend	2022-23 Stipend	2023-24 Stipend
Mentor	\$1342	\$1342	\$1342

5. Mentors will attend all required training sessions and will receive in-service education credits as defined in Article XVII Section D of this agreement.
6. Mentors will attend New Staff Orientation and will receive pay based on their per diem rate.
7. No mentor will be provided an additional preparation period to engage in mentoring activities.

Collegial Partner Program

1. Collegial partners are a voluntary position that only tenured or permanently appointed unit members may fulfill. There will be no penalty for unit members who choose not to be a collegial partner.

Section A

Seniority Definition

Seniority for teachers is defined as the length of consecutive full-time service or its equivalent with this BOCES within the same area of certification and tenure. Seniority for classified members is defined as the length of consecutive service, .5 or above, from the original date of a contingent permanent appointment, once it matures into a permanent appointment. It is understood that this definition of seniority shall apply to voluntary and involuntary transfers.

Section B

Transfers

1. Voluntary Transfers (Special Education Department)

A unit member who desires a change in assignment to fill an open position shall deliver a written request to his/her Program Administrator. The unit member then will be considered an active candidate for the position and entitled to an interview.

Selection criteria will be determined by qualifications and sound educational practice. Qualifications for a position must be based on student's needs, program requirements, and certification, or appropriate licenses. Qualifications being equal, the most senior unit member will be assigned to the opening.

The BOCES shall provide the Association a list of the tentative openings for the succeeding school year.

The BOCES shall provide the Association a notice of transfers as they are made.

If current unit members who have applied for these positions are not selected, the administrator, upon request, will be required to demonstrate that the decision was based on sound educational practices.

It is agreed and understood by the parties that transfers shall be made only into those unencumbered positions that shall be available.

At the end of each school year, Special Education staff will follow procedures for determining staff assignments for the next school year according to the form entitled "Teacher Selection Process." (See Appendix B)

Section B (cont'd)

2. Training for Assignments

In the event the administration determines that a unit member needs training to develop or refine job related skills for a change from one assignment to another, or for a change in the current assignment, the Program Administrator may require the unit member to participate in training prior to the start of the next school year. This training is at the discretion of administration. These days of training may be scheduled as release time. Dates for attendance at these training sessions will be mutually developed by the Program Administrator and unit member; unit members will be reimbursed at the rate of 1/200 per day for these days worked.

3. Voluntary Transfers

A unit member who desires a change in assignment to fill an unencumbered position shall deliver a written request to his/her Program Administrator. The unit member then will be considered an active candidate for the position and entitled to an interview.

Selection criteria will be qualifications as posted. Qualifications being equal, the most senior unit member will be assigned to the opening.

If current unit members who have applied for these positions are not selected, the administrator will be required to demonstrate that the decision was based on sound educational practices.

4. Involuntary Transfer

Transfers shall not be made for the purpose of discrimination or discipline of any unit member. Should any involuntary transfers be necessary, the Program Administrator shall make the final decision based on student needs, program requirements, staff qualifications and sound educational practice. The unit member shall be notified of his/her change in assignment. Decisions by the Program Administrator may be appealed by the unit member, but will not delay the overall selection process.

When appealed, the involuntary transfer will be reviewed by the Teacher Liaison Committee and the Executive Council. That review will require evidence that the BOCES has identified the concern(s) in the current situation (documentation required) and a written corrective action plan has been developed and implemented by the administration in concert with the teacher. If deemed appropriate, support may be provided by colleagues, instructional specialist(s), and administration.

5. Job Sharing

Two unit members may apply to share a position by submitting a written proposal to the Program Administrator prior to April 1 of the preceding year. The effective starting date for all job-shared positions shall be at the start of the school year and last for the duration of that school year. The request to share a position shall state the position, the names and area(s) of certification and/or licenses of the unit members asking to share the position and the reason for requesting to share the position.

Job Sharing (cont'd)

Section B (cont'd)

Each unit member sharing the position:

1. Must be tenured or permanently appointed.
2. Must be appropriately certified or licensed for the position.
3. Will be responsible for all professional duties normally associated with the position, such as attendance at required faculty meetings and preparation of IEP's, parent conference, etc.
4. Will earn a pro-rated amount of their normal annual salary.
5. Will earn a pro-rated amount of annual credit toward seniority.
6. Will be provided a pro-rated amount of the normal allowance for personal and family illness, personal and bereavement days.
7. Will be entitled to a pro-rated amount of the normal allowance for tuition reimbursement.
8. Will be entitled to a pro-rated amount of annual credit for service increment.

In instances of a job share situation only, if one partner does not avail himself/herself of the health insurance plan, the other partner is eligible for health insurance at the current rate of the full time employee.

The partner who takes the health insurance at a full time rate will drop to the 50/50 arrangement if at any time the other partner chooses to join the health insurance plan during an open enrollment period or life change situation.

This arrangement shall not be precedent setting in any other context and only in the health insurance context is a partner eligible for a full time benefit.

The Program Administrator will submit to the appropriate Assistant Superintendent, recommendations for approval of job sharing positions. Requests not approved by the Program Administrator are not subject to appeal.

At the conclusion of the year in which a job is shared, the unit members sharing the job will be placed on the unassigned list for assignments for the next school year, excepting that one of the unit members may retain the position that was shared if that person was designated in the original proposal.

The aforementioned provisions for job-sharing are not subject to grievance procedures.

Unit Member Protection and Legal Counsel

Section A

Reporting of Assault or Battery Cases

If, in connection with their employment, a unit member is subjected to assault or battery (assaulted), a report of the assault or battery shall be made to the appropriate Program Administrator or designee within 24 hours. The Program Administrator or designee shall supply all pertinent information to the District Superintendent. The District Superintendent or designee shall acknowledge receipt of the report to the unit member.

Section B

Legal Counsel

Under Section 3028 of the Education Law, the Board shall provide legal services in defense of the unit member and pay legal fees where civil or criminal action is brought against the unit member. In order to avail himself or herself of this protection, the unit member shall inform the Board within ten (10) days of such an incident.

Section A

Work Day

1. The normal work day for unit members will be seven (7) and one half (1/2) hours for all staff members, except those staff members assigned full time to a component school district building. Those assigned to a component district building will follow the work day requirements of that building.
2. Unit members shall be required to supervise the loading of students on buses. The assignment of such duty at the Career and Technical (CTE) building shall be on a rotation basis of all unit members, filling four (4) positions with available unit members on an equitable basis.
3. Required faculty, building and program level meetings may extend beyond the normal work day but shall begin as soon as possible after the students are dismissed. Absent unusual circumstances, the unit member shall not be required to attend more than one (1) such meeting per month of not more than two (2) hours duration or two (2) such meetings per month of not more than one (1) hour duration per meeting.
4. All unit members shall be entitled to a duty-free lunch period of at least 30 minutes.
5. Professional time is defined as nonstudent contact time for the purposes of accomplishing professional duties which include but are not limited to individual and team planning and required paperwork.
 - a. All unit members will receive 70 minutes of professional time per day or its weekly equivalent of 350 minutes a week based on a 7.5 per day work day standard. This time will be dedicated as follows:
 - i. At least 225 minutes per week will be dedicated for individual planning, required paperwork and individual professional duties. This time will be provided in increments of no less than thirty (30) consecutive minutes per unit member.
 - ii. No more than 125 minutes per week may be dedicated for team planning and team professional duties. Exceptions may be made where supervisors determine student needs are urgent.
 - iii. For unit members who are required to complete Medicaid paperwork as part of their job responsibilities, additional professional time may be granted by the Program Administrator based on workload requirements.
 - b. The schedule will be developed in collaboration between the supervisor and unit member to design a schedule that provides for reasonable allocations of professional time based on the specific requirements of the assignment.
 - c. The expectation is that planning will be accomplished at a unit member's work site unless off site travel is necessary for instructional planning.
 - d. All schedules are subject to administrative approval. The Association and the BOCES may, by mutual agreement, determine that certain programs or caseloads may require modification of the above requirements. Such program or caseload modifications shall be identified and agreed upon on or before October 1 or as otherwise needed throughout the school year

Work Day (cont'd)

6. Those unit members whose duties require performance outside of their program's normal school day may, by mutual agreement with their supervisor, work on a flexible hours schedule.
7. Unit members whose duties require occasional extensions of their work day will be accommodated through compensatory time, which is not intended to be an enhancement to salary.

The following parameters and restrictions apply to the accrual and usage of compensatory time:

- a. Accrual is limited to time for required parent conferences, and/or supervision of students;
 - b. Accrual and usage must be with the written approval of the supervisor;
 - c. Can be accrued and used only within the ten (10) month school year (September 1 and June 30);
 - d. Shall be used during non-instructional time, where possible, no later than within thirty (30) calendar days of accrual or the end of the semester, whichever is longer;
 - e. Shall be accrued and used in blocks of 30 minutes except that unit member requests for accrual and use of between 15 and 30 minutes will be considered;
 - f. Wait time between the end of the work day and the after work day meeting time is excluded from accrual;
 - g. Usage shall not be on the day before or after a holiday or school recess period unless approved by the District Superintendent.
8. If a program's hours change, unit members who are incumbents have the right of first refusal. If incumbents decline the assignment due to a change in hours, the assignment is treated as per current selection processes.
 9. Unit members who are assigned to more than one location will be provided with adequate travel time so that they can travel safely from location to location. The schedule will be developed in collaboration between supervisor and unit member to design a schedule that provides reasonable allocations of travel time based on the specific requirements of the assignment. Travel time will not include the contractual duty free 30 minute lunch period (#4 above) or professional time as defined in #5a above.

Section B

Work Year

1.
 - A. The work year shall consist of 186 days or the number of days scheduled in the assigned district, whichever is greater.
 - B. If the assigned district schedules more than 186 days, the affected unit members' salary will be increased by 1/200 for each scheduled day in excess of the actual working days.
 - C. Work year responsibilities for new unit members are defined in the Professional Development Section of this contract (Article IV, Section A).
 - D. One day will be devoted to closing down classrooms.
 - E. If an assignment warrants, a flexible work year schedule may be mutually established by the Program Administrator and the unit member involved.
 - F. (1) For unit members employed in the standard 10-month assignment, the work year will commence the Tuesday following Labor Day.

(2) For unit members employed by the Career and Technical Education Department (CTE), the work year will commence the week prior to the regular work year start date as stated in Article VII, Section B. There will be three (3) consecutive working days, not including the Friday before Labor Day, which will be dedicated to Professional Development activities only and cannot be used for classroom relocation purposes and must be consecutive. Personal days are not available for use those three days.
 - G. Up to three full IEP days of IEP release days shall be granted for unit members to prepare IEP's and related reports and/or to attend parent conferences. Certain operational needs may require that IEP days be scheduled so as not to interfere with the operation of programs and services. Additional time may be granted by the Program Administrator based on workload requirements.
 - H. In certain instances, professional reasons may make it more appropriate for unit members to prepare IEP's "off-site." Unit members will request off-site IEP days via e-mail, documenting the rationale for the request, to the Director, Executive Principal or Building Principal. Such requests shall be made at least three (3) school days in advance of the day he/she proposes.
 - I. Issues related to IEP days or workload requirements will be mutually reviewed by the Teacher Liaison Committee and the Executive Council on an as needed basis.
 - J. Relocating unit members will receive release time from their responsibilities or a stipend as outlined below for the unit member to pack or unpack classroom supplies, materials and equipment moved to a different location or different level or program. The release time option must be approved by the program supervisor.

Work Year (cont'd)

School Year	Stipend per Day
2021-22	\$95
2022-23	\$95
2023-24	\$95

2. Prior to its submission to the BOCES Board, the District Superintendent and the Association President/Co-President, and/or their designees, will meet to discuss and recommend dates for BOCES 2 workshop and conference days.
3. In the event that emergency conditions force the closing of school and the instructional days of the component districts are thereby reduced to a total below the minimum required by law, makeup days will be determined as follows:

CTE makeup days will occur on the days agreed upon by five (5) of the nine (9) component districts.

Other makeup days will occur according to the local districts schedule served.

4. Unit members assigned by BOCES to develop specifications for the purchase of capital equipment shall, upon the approval of the Program Administrator, be released from their regular assignment to investigate and write such specifications.

Section A

Class Size, Work Stations, Staffing & Resources

Recognizing that enrollments in BOCES classes fluctuate throughout the year, teachers with concerns related to enrollment issues are encouraged to bring these concerns to the attention of their supervisor. If these efforts do not resolve the concerns, it is appropriate to bring them to the attention of the Teacher Liaison Committee and the Executive Cabinet.

Additionally, issues related to class size, work stations, classroom staffing and resources will be mutually reviewed each year by the Teacher Liaison Committee and the Executive Cabinet as soon as possible after the opening of school, but no later than October 1. Corrective action plans will be recommended, as necessary, within ten (10) school days.

Section B

Special Education Classes

With the prior approval of their supervisor, special education teachers may regroup students assigned to them within their buildings for the purpose of placing the students in a classroom situation with other students with similar learning levels.

To assist in the development and maintenance of appropriate class sizes and groupings, special education teachers will be involved in the preparation of class lists. The sizes of the classes and the age ranges of the classes will be cooperatively reviewed periodically by the Program Administrator and representatives of the special education teaching staff.

Section C

Workload Parameters for Support Staff

Support staff teams may request the Program Administrator to consider proposals regarding workload parameters for their respective disciplines.

A support staff team requesting a review is responsible to submit to the Program Administrator written recommendations for workload parameters. These workload parameters must be consistent with the philosophy of the BOCES which is to optimize resources and to provide a quality education to all enrolled students. When recommendations are accepted, they cannot be changed without consultation of the Program Administrator and the support staff team to revise these parameters.

Section D

Physical Facilities for Support Staff

Every reasonable effort will be made for scheduling adequate, well-lighted, heated, and ventilated work stations for each support staff in each building to which they are assigned.

Section A

Annual Professional Performance Review for unit members not covered under New York State Education Law §3012-d

1. In recognition of the fact that supervision and evaluation is a necessary and continuous facet of improving the classroom instructional climate, the following principles shall apply:
 - a. Forms mutually agreed upon by the District Superintendent or designee and the Association, which will permit the administrators to evaluate the unit member completely will be developed.
 - b. That the process used to evaluate unit members and instruction will be determined by the procedures prescribed in this agreement.
 - c. That the evaluation procedure will not be used for the purpose of coercion and intimidation of any unit member.
2. That the primary purpose of any evaluation of the unit members shall be:
 - a. To improve instruction.
 - b. To promote continued staff development.
3. To further the above purposes, the supervisory personnel responsible for evaluation shall acknowledge the right of the unit member to:
 - a. Know how well the unit member is performing the duties and responsibilities of the position at all times.
 - b. Know the areas in which improvement is needed, as soon as a deficiency is detected.
 - c. Have candid appraisal of his or her work.
 - d. Discuss evaluation reports with the appropriate supervisor. Discussion of all evaluations or any deficiencies will be conducted in private. The unit member shall be entitled to representation during any discussion of performance.
 - e. Seek and receive supervisory assistance.

Annual Professional Performance Review (cont'd)

Section A (cont'd)

4. Evaluation Methods and Procedures

A certified administrator, who is serving as the employee's evaluator, will conduct the Annual Professional Performance Review (APPR). All staff will attend an annual APPR conference with their evaluator. During this conference the evaluator will outline the APPR process, review the Staff Evaluation Rubric, create or review staff performance goal(s), identify professional development focus, and determine data collection activities. All non-tenured/probationary staff will follow the directed process. All tenured/permanent staff will follow the self-directed process unless required otherwise by administration as circumstances warrant. In the event a staff member is moved from the self-directed process to the directed process, the supervisor will document on the APPR the reason(s) and what performance expectations must be met to return to a self-directed process.

a. Directed Process: (Non-tenured/probationary or directed tenured/permanent)

- The evaluator and staff member will complete the APPR: Directed Process form during the initial APPR meeting.
- A minimum of two (2) observations will be conducted and observation reports completed accordingly.
- A pre-observation form must be completed and reviewed prior to each observation.
- The evaluator and staff member will review the observation report following the observation.
- The first observation and report shall be completed prior to January 15 in a given school year.
- The second observation and report shall be completed prior to April 13. Scheduling of the observations shall be determined at the initial APPR conference. Observations will not be the day before or after a holiday.
- A final APPR conference will be conducted where the entire Staff Evaluation Rubric will be completed based upon observations and data collected.
- The completed APPR will be signed and placed in the personnel file.

b. Self-Directed Process: (Tenured)

- The evaluator will complete the APPR: Self-Directed Process form during the APPR meeting.
- Staff member and evaluator will examine the Staff evaluation Rubric and mutually determine area(s) of professional practice for focus.
- Self-Directed activities may include:
 - Creating a portfolio
 - Videotaping lessons and analysis/reflection
 - Researching action
 - Exploring specific instructional strategies (e.g., differentiated instruction, data-driven professional development)
 - Engaging in activities for professional associations
 - Writing articles in professional publications

Annual Professional Performance Review (cont'd)

Section A (cont'd)

Self-Directed Process (cont'd)

Designing and implementing a web page for professionally related goals
Participating in and documenting a peer review
Participating in other activities as mutually agreed upon
Administrator observation

-The completed APPR will be signed and placed in the personnel file.

5. Personnel File

- a. At the conclusion of the conference, the unit member shall acknowledge receipt of the evaluation form by signing the form. The unit member's signature, in and of itself, shall not indicate approval of the contents of the evaluation form.
- b. Within five (5) school days of the receipt of the written evaluation report, the unit member shall have the opportunity to attach a response to the evaluation to be placed in the personnel file.
- c. No items related to a unit member's performance may be placed in the unit member's personnel file, without the knowledge of the unit member. Unit members shall be given the opportunity to review, copy, and submit a response to any items contained in his or her personnel file with the exception of pre-employment recommendations.

6. APPR Review

An APPR Review committee, made up of at least two (2) members appointed by the Teachers' Association and at least two (2) members appointed by the District Superintendent will review the process for unit members not covered under Section 3012-d on an annual basis beginning with the 2017-18 school year. At least one (1) meeting a year of the district union liaison committee will be dedicated to the review of the APPR for unit members not covered under Section 3012-d.

Section B

Annual Professional Performance Review for unit members covered under New York State Education Law §3012-d

Observations and evaluations will be conducted in accordance with applicable law, regulations and the locally negotiated and ratified agreement concerning APPR. The negotiated APPR plan is a separate document that provides all necessary information related to the negotiated observation and evaluation process under the law.

Section C

Probationary Period

All unit members shall serve a probationary period in accordance with applicable New York State Education Law.

Section A

Fair Dismissal Procedures

1. Education Law, Sections 3012, 3014 and 3031 shall govern the process by which probationary teachers will be afforded fair dismissal. Education Law Sections 3012, 3014 and 3031 shall govern the process by which teachers shall be granted or denied tenure in the year a tenure determination is to be made.

Applicable only to teachers Board appointed prior to July 1, 2017 - No teacher employed over two (2) years and one (1) day will be disciplined, or reduced in rank or denied any professional advantage without just cause.

Dismissal and/or discipline of classified unit members will be governed by Civil Service Law.

Section A

Representation Guidelines

Meetings between the BOCES 2 Administration and unit members shall be governed by the following guidelines:

1. BOCES 2 Administration will offer unit members a union representative at any meeting when administration knows the purpose of the meeting is disciplinary in nature and/or when the unit member is the target of discipline, and where the unit member has reasonable belief that the meeting could lead to discipline. The unit member can refuse representation and complete the waiver form used for this purpose (Appendix C).
2. BOCES 2 Administration will offer unit members a union representative at any meeting when the employee is summoned to the meeting to discuss a perceived deficiency in professional performance. BOCES 2 recognizes the Association can help clarify or assist the unit member in understanding the purposes of such a meeting. The unit member can refuse representation and complete the waiver form (Appendix C).
3. BOCES 2 Administration will offer unit members a union representative at any meeting when a counseling memorandum is presented. BOCES 2 recognizes the Association can help clarify or assist the unit member in understanding the purposes of such a meeting. The unit member can refuse representation and complete the waiver form (Appendix C).
4. A unit member is entitled, upon request, to a union representative during any discussion of performance, including but not limited to the APPR process (evaluation reviews, pre and post observations).
5. If a unit member is a witness or a victim, the District will not offer representation to the said victim or witness in any investigatory meeting, but a representative will not be turned away if the representative accompanies the employee. The District will not adjourn the meeting if a representative cannot be found, since no legal entitlement exists to the representative.
6. At routine meetings/inquiries and meetings regarding policy, personnel issues, and/or where standards are discussed, there are no rights to representation. (Example: A principal/supervisor walks past a classroom and observes students jumping up and down. After school he/she calls the teacher into the office to inquire as to the circumstances of his/her observation).
7. In all meetings, all parties are expected to conduct themselves in a respectful, appropriate, and professional manner.

The union representative may:

- Ask clarifying questions
- Take notes
- Suggest alternative courses of action
- Request a reasonable amount of time to caucus/confer with the employee in private

Representation Guidelines (cont'd)

Section A (cont'd)

The union representative may not:

- Interrupt or disrupt the meeting
- Control the meeting
- Answer questions on behalf of the employee
- Caucus during an APPR or investigatory meeting

In the event such above conduct occurs, or the union representative acts disrespectfully, inappropriately or unprofessionally, the meeting will be immediately discontinued.

8. Administrators/supervisors will present the unit members with the “Waiver of Union Representation” form (Appendix C) used for this purpose in the above situation where they either have a right to, or request, union representation. The unit member may waive that right and meet alone with the administrator/supervisor. In the event that a unit member waives the right to representation, the unit member will sign the waiver form and a copy will be made available to the Association upon request.

Excusable Absence Days

Section A

Sick Leave

(including disability for reasons of pregnancy and/or childbirth)

All unit members shall be allowed sick leave with salary for personal and family illness or disability according to the following schedule:

First year through third year of
employment in BOCES 212 days

Fourth year and each year thereafter of
employment in BOCES 2.....15 days

In September of each school year, unit members who were employed for one semester or more in the preceding school year shall be entitled to a full year's credit.

Sick leave may be accumulated to a total of 210 workdays.

If the amount of sick leave exceeds five (5) continuous workdays, a doctor's certificate may be required.

Sick leave is only available to unit members who become employed and report to work after hire.

A regular part-time unit member shall be allowed sick leave at a prorated amount of the above.

A statement of the accumulated sick leave will be routinely furnished to each unit member.

A unit member's unused personal leave at the end of the school year shall be added to that unit member's accumulated sick leave.

While collecting disability pay, unit members will continue to accrue sick leave days; such days will not be utilized during the disability period.

Excusable Absence Days (cont'd)

Section B

Personal Leave

Each unit member shall be allowed up to three (3) days per year with the approval of the appropriate Program Administrator. Approval shall be granted when the purpose of the leave shall be for attendance to legal, business, religious or family matters which require the unit member's absence during the school day. Such leave shall not be cumulative and shall not be deducted from sick leave, but any unused personal leave days will be added to the unit member's accumulated sick leave.

The unit member shall submit the written Request for Personal Days form to the appropriate Program Administrator two (2) school days in advance of the day he/she proposes to be absent except in cases of emergency. Salary deductions will be made for absences not receiving the necessary approvals. It shall be understood that personal leave may be granted on the work day immediately before or immediately following a scheduled holiday or vacation period with prior approval of the District Superintendent or his/her designee. Any leave days requested where a two (2) -day notice is not possible or for days requested on the work day immediately before or after a scheduled holiday or vacation period, a reason shall be given.

Unit members who have exhausted all available time may not take unpaid days without the written consent of the District Superintendent. Failure to secure this type of absence without prior consent may result in disciplinary action.

Section C

Bereavement Days

1. A unit member shall be allowed up to five (5) paid days absence per year for each instance of death for spouse/domestic partner, parents, child, brother or sister. Up to three (3) paid absence days per year shall be allowed for each instance of death for mother-in-law, father-in-law, grandparents, or grandchild by blood, marriage or legal adoption. Additional days' absences when requested will be considered by the administration.
2. A unit member shall be allowed one (1) day paid absence per year for each instance of death of relative (aunt, uncle, nephew, niece or cousin). Additional days absence when requested will be considered by the administration.
3. At the District Superintendent's discretion, time may be allowed for other persons on a situational basis.

Section D

Adoption Days

An allowance of up to five (5) paid days of absence per year shall be granted each unit member in the event of adoption in the immediate family.

Excusable Absence Days (cont'd)

Section D (cont'd)

Unit members shall be allowed the use of accrued sick days in the event of adoption in the immediate family. Up to 15 days will be available per occasion, for the purpose of child care immediately following the adoption.

Section E

Jury Duty

Time spent performing jury duty is not deducted from excusable absence days.

When a unit member has been selected for jury duty, this information will be relayed to the BOCES office within two (2) days after receiving notice of selection.

Section F

Extended School Year

Unit members working in the Extended School Year Special Education Program will be entitled to one (1) sick day during the period of the ESYP Program. If unused, this day will not be added to that unit member's regular accumulated sick leave days. In cases of a sudden onset of a serious illness or accident, unit members may draw from the regular school year accumulated sick leave with the approval of the Director for Exceptional Children. Verification of a serious illness or accident may be requested by BOCES.

Extended Leave of Absence

Section A

Professional Leave

1. Request for Professional Leave for not more than one (1) year will be considered by the BOCES administration.
2. To qualify:
 - a. Unit members who have served BOCES 2 for six (6) or more cumulative years will be eligible. The salary while on leave shall amount to full salary for half-year or one-half for a full school year leave. The leave will be effective in September if for a full year or in February if for a half-year.
 - b. The basis of request shall specify advanced training of mutual benefit to both recipient and the Board. Supplemental income in the form of grants, fellowships, scholarships will not be limited or have any direct effect on the salary.
3. The recipient shall return to services with this Board for at least one (1) year following the award year, and the teacher shall be entitled to all benefits upon return to a full-time service.

If the recipient does not return to service for one (1) full school year immediately following the award year, the recipient shall make arrangements with District Superintendent to reimburse the BOCES for all monies extended on behalf of the recipient during the period of the professional leave.

4. Recommendations for not more than one (1) unit member per year for Professional Leave shall be selected and approved first by the Program Administrator, followed by approval by the District Superintendent or designee for recommendation to the Board. Full-year leaves will be given priority over half-year leaves.
5. An application for a full-year or half-year leave shall be submitted on or before March 1, prior to the school year for which such leave is requested.

Section B

Military Leave

A military leave without pay shall be granted to any unit member who is inducted or enlists in any branch of the armed forces of the United States. The Board shall extend all of the rights and privileges and comply in all respects of Section 242 and 243 of the Military Law.

Extended Leave of Absence (cont'd)

Section C

Child Care Leave

Leave without pay for child care purposes shall automatically be granted when requested in conjunction with the birth of a child or the adoption of an infant under five (5) years of age. The duration of the leave shall be determined at the time of the original request and will not exceed the semester in which the leave commenced plus the following two (2) full semesters. No two (2) such leaves shall be granted consecutively. The unit member shall have a right to return to a position at BOCES, but will not be guaranteed to return to the position they held prior to their leave.

Unit members must notify their Program Administrator at least thirty (30) days prior to the date of commencing or extending such a leave except when a medical emergency exists. Return from child care leave must be at the beginning of the school year or at the semester break. Except in unusual circumstances, the unit member shall return at the time designated in the original request for the child care leave. Notice of return or extension at the semester break must be submitted to the Program Administrator at least thirty (30) days in advance; notice of return or extension at the beginning of the school year must be submitted to the immediate supervisor prior to June 1, preceding such school year. If such notice is not received, the unit member is deemed to have resigned.

Section D

Extended Unpaid Leave of Absence

A unit member may apply for an extended unpaid leave of absence by submitting a written request to his or her Program Administrator. The written request shall be submitted as far in advance as possible.

If the request is for an extended unpaid leave of less than one (1) semester, the District Superintendent may approve or disapprove the request. Prior to submission to the District Superintendent, the unit member shall discuss the request with his or her Program Administrator and secure that individual's approval for submission to the District Superintendent. If the Program Administrator disapproves the request, then it shall be considered denied.

If the requested extended unpaid leave of absence is for a period of one (1) semester or longer, then the request must be submitted through the Program Administrator and the District Superintendent to the Board. This request shall be submitted to the Board only if it has been approved by both the Program Administrator and the District Superintendent.

Approval or disapproval of such a requested leave is at the sole discretion of the Program Administrator, the District Superintendent and the BOCES Board.

If such a requested extended unpaid leave is granted, the duration of the leave shall not be credited toward completion of the probationary period nor shall it be credited toward the unit member's total seniority.

Extended Unpaid Leave of Absence (cont'd)

Section D (cont'd)

If the extended unpaid leave of absence is for a period of one (1) semester or more, the unit member shall give written notice to the District Superintendent at least sixty (60) calendar days before the expiration date of the leave that the unit member intends to return to the employment of the BOCES. If such request is not received by the District Superintendent, that unit member shall be deemed to have resigned his or her position from the BOCES.

Section A

Classroom Aides (Special Education)

Classroom aides shall be supplied by the Board of Cooperative Educational Services using the Commissioner's Regulations.

Policies and Regulations

Section A

Job Opening Notices

Notice of all vacancies within the bargaining unit, including summer work opportunities in areas of professional responsibility or positions requiring specific teaching certification or licensing, will be posted at CTE, Rochester Tech Park (RTP), and the Educational Services Center (ESC) for fifteen (15) calendar days prior to the filling of such positions. The Monroe 2 BOCES website will serve as the official notification of vacancies within the bargaining unit and may include other related vacancy listings, for which our staff may be qualified.

All vacancy notices will be forwarded to the Association President/Co-President on the date of such posting. The Association may use the same bulletin boards for Association communication.

Notices of vacancies shall include the title of the position, the location of the position, the certification or license required, job qualifications and the effective starting date. A copy of the job description shall be available upon request from the Human Resources Department.

EXCEPTION: Summer positions normally associated with responsibilities of selected positions such as Instructional Specialists, Professional Development Committee and Department Chairperson will not be included in postings.

To encourage unit members to apply for adult education part-time, short-term teaching opportunities, such openings will be posted under the same guidelines. When possible, a fifteen (15) calendar day advance notice will be provided.

Curriculum Work and In-Service Training

Curriculum work opportunities and opportunities to teach and/or participate in in-service programs will be posted, excepting those opportunities normally associated with responsibilities of selected positions.

Section B

Transportation of Pupils

Transportation of pupils shall be the responsibility of the Board. No unit member shall be required for any reason to transport pupils in his/her privately owned vehicle. The transportation of students in personal vehicles requires permission of the appropriate BOCES Program Administrator.

Insurance

Section A

BOCES Equipment

Any loss or damage to BOCES equipment shall be reported immediately to the appropriate Program Administrator. Each unit member is financially responsible for any loss or damage (other than theft) of any items in their possession as a result of the unit member's negligence.

Section B

Workers' Compensation Insurance

All unit members are covered by Workers' Compensation Insurance. In the event of a job related (including assault on a unit member teacher) accident or illness covered by Workers' Compensation, the Board will pay the difference between the unit member's regular salary and Workers' Compensation and any other compensation for which the employee is eligible under state or federal statute, for up to one (1) year.

No part of such absence shall be charged to the annual or accumulative sick leave. Request for full salary beyond the maximum of one (1) school year will be considered by the Board pending a review of the case. The Board may, at its discretion, request a report from a mutually agreed upon physician. In the case of limited disability, the Board may assign duties within the capabilities of the injured unit member.

Any lump sum award for any compensable injury or illness will be retained by the unit member.

BOCES will reimburse unit members for reasonable cost of replacing or repairing clothing, dentures, eyeglasses, hearing aid, or similar bodily appurtenances not covered by Workers' Compensation which are damaged, destroyed or lost as a result of an injury sustained or incident occurring in the course of the unit member's employment, when the unit member has not been personally negligent nor contributory with reference to the incident.

BOCES will reimburse unit members for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault and battery suffered by a unit member who was acting in the discharge of duties within the scope of employment, when the unit member has not been personally negligent with reference to the incident.

It is understood that unit members involved in a fraudulent workers' compensation claim will not only be subjected to New York State Workers' Compensation laws and regulations, but will also be considered to be involved in theft of services from BOCES. As such, the BOCES will pursue financial recourse against paid claims, in addition to pursuit of 3020(a) charges against the unit member.

Insurance (cont'd)

Section C

Automobile Liability Insurance

BOCES staff unit members while in the line of duty are covered by Liability and Property Damage Insurance as excess coverage to their own insurance, provided the Board of Cooperative Educational Services named as co-defendant. This coverage shall be for liability and property damage only and does not include collision or any other insurance.

Section D

Health Insurance

The Classic Blue Traditional plan will be closed except as specified below:

For unit members hired before 1-1-09 and RNs identified in the 7-13-09 Memorandum of Understanding:
Effective July 1, 2021, Blue Point 2 Value as the base plan with the unit member contributing 10% of the premium for that plan. Effective July 1, 2022, Blue Point 2 Value as the base plan with the unit member contributing 11% of the premium for that plan. Effective July 1, 2023, Blue Point 2 Value as the base plan with the unit member contributing 12% of the premium for that plan. So long as the Blue Point 2 Select plan is available to BOCES, it shall be made available to unit members, but will be a buy-up from the BOCES base offering of Value. Only the two (2) unit members currently enrolled in the Classic Blue Traditional plan, whose permanent residence does not allow for enrollment in other BOCES 2 health care plans, may continue to participate in that plan. Effective July 1, 2021, the unit member shall pay 17.5% of the premium for that plan. Effective July 1, 2022, the unit member shall pay 18.5% of the premium for that plan. Effective July 1, 2023, the unit member shall pay 19.5% of the premium for that plan.

For unit members hired on or after 1-1-09:
Blue Point 2 Value as the base plan with the unit member contributing 20% of the premium for that plan. So long as the Blue Point 2 Select plan is available to BOCES, it shall be made available to unit members, but will be a buy-up from the BOCES base offering of Value.

For all unit members regardless of hire date:

1. If the Select plan becomes subject to the "Cadillac Tax", the unit member shall be responsible for the cost of the tax. The BOCES will individually notify in writing any unit member enrolled in the Select plan and subject to the tax. This notification will take place so that the unit member can utilize the open enrollment period that takes place prior to when and if the Select plan becomes subject to the Cadillac Tax. The president/co-president of the Association will be provided with a list of all members enrolled in the Select plan and who are notified by the BOCES regarding the "Cadillac Tax".
2. Effective January 1, 2018, unit members may choose to enroll in the High Deductible Health Plan (HDHP) offered by the Rochester Area Health Plan (RASHP). The BOCES shall contribute 95% of the premium and the unit member 5% of the premium. For unit members who enroll in the HDHP plan, the BOCES will deposit money into a Health Savings Account (HSA) as follows:

Insurance (cont'd)

Section D (cont.)

Effective Date	BOCES Contribution for Single Plan	BOCES Contribution for family/no spouse/2 person plan
January 1, 2018	\$600	\$1200
January 1, 2019	\$600	\$1200
January 1, 2020	\$600	\$1200

BOCES HSA contribution amounts will be made monthly based on the unit member's plan enrollment date (\$50/month for single plan, \$100/month for family/no spouse/2 person plan).

Effective July 1, 2003, domestic partners are eligible for health insurance coverage. A domestic partner affidavit must be presented to the district. (See Appendix A)

Section E

Dental Insurance

The Board shall provide dental insurance equal to the Blue Cross/Blue Shield Smile Saver Dental Plan. The Board shall pay 90% of the premium and the unit member shall pay 10%.

Section F

Vision Insurance

The Board shall provide vision insurance equal to the Eye Med Vision Care Plan. The Board shall pay 90% of the premium and the unit member shall pay 10%.

Section G

1. Retiree Benefits – Employees hired prior to July 1, 2003

As a provision of this plan, a unit member who retires will be eligible to continue as part of the BOCES health insurance program provided that the unit member served BOCES for a period of 12 consecutive years, is eligible to retire and receive retirement benefits, or who becomes eligible when his or her age and years of paid experience with the BOCES equals 70, excluding those who leave through the procedure established by Section 3014(a) and 3014(b) of the New York State Education Law, or through Section 75 of Civil Service Law, or classified staff who is not recommended for permanent appointment.

BOCES shall provide equal health, dental and vision care coverage to all unit members who retire and receive benefits under the New York State Teachers' Retirement Plan or the New York State Employees' Retirement System. The coverage provided shall be the same as the coverage provided to the unit membership. BOCES will continue to pay the same portion of the total monthly premium for the applicable coverage as provided during the retiree's last year of employment with BOCES.

Insurance (cont'd)

2. Retiree Benefits – Employees hired on or after July 1, 2003

As a provision of this plan, a unit member who retires will be eligible to continue as part of the BOCES health insurance program provided that the unit member served BOCES for a period of 15 years, and is eligible to retire and receive retirement benefits, excluding those who leave through the procedure established by Section 3014(a) and 3014(b) of the New York State Education Law, or through Section 75 of Civil Service Law, or classified staff who is not recommended for permanent appointment.

BOCES shall provide equal health, dental and vision care coverage to all unit members who retire and receive benefits under the New York State Teachers' Retirement Plan or the New York State Employees' Retirement System. The coverage provided shall be the same as the coverage provided to the unit membership.

Employees with 15 Years of service: BOCES will continue to pay 75% of the portion of the total monthly premium for the applicable coverage as provided during the retiree's last year of employment with BOCES.

Employees with 20 years of service: BOCES will continue to pay 100% of the portion of the total monthly premium for the applicable coverage as provided during the retiree's last year of employment with BOCES.

Unit members who leave BOCES, and subsequently return to another position in the unit, must work a minimum of five (5) consecutive years after re-entry, in order to qualify for Retiree Benefits.

3. Retiree Benefits – Employees hired on or after July 1, 2021

As a provision of this plan, a unit member who retires will be eligible to continue as part of the BOCES health insurance program provided that the unit member served BOCES for a period of 20 years, and is eligible to retire and receive retirement benefits, excluding those who leave through the procedure established by Section 3014(a) and 3014(b) of the New York State Education Law, or through Section 75 of Civil Service Law, or classified staff who is not recommended for permanent appointment.

BOCES shall provide equal health, dental and vision care coverage to all unit members who retire and receive benefits under the New York State Teachers' Retirement Plan or the New York State Employees' Retirement System. The coverage provided shall be the same as the coverage provided to the unit membership. The retiree's percentage contribution rate shall be the same rate as active unit members with the same hire date as the retiree.

4. As a further provision of this plan, and provided that the unit member is eligible to receive the BOCES health benefit as a retired unit member, BOCES shall provide for the continuation of the health insurance plan for the spouse of record of a deceased retired employee during the life of that spouse or until he or she remarries; 50% of the cost to be paid by the Board and 50% by the individual.

Insurance (cont'd)

Section H

Alternate Health Plans

It is agreed that if the BOCES proposes an alternate health, dental and/or vision insurance plan(s), the Association and the BOCES will review the levels of benefits to be provided to make certain that they are equivalent or better than the current levels of benefits. If the levels of benefits are equal to or better than those provided currently, the alternate health, dental and/or vision plan(s) may be implemented with the mutual agreement of the BOCES and the Association. In the absence of mutual agreement on the equivalence of the new benefits, such a dispute will be submitted directly to arbitration under the American Arbitration Association (AAA) Expedited Labor Arbitration Procedures, provided that the arbitrator shall be limited to deciding on the substantial equivalence of the health insurance benefits.

Section I

Medical Insurance for Part-Time Teachers

Health, dental and vision insurance coverage will be provided to part-time unit members who work .5 FTE or more. The BOCES will provide such coverage at a cost that will be equal to 50% of that provided to the full-time unit members. The only exception to this will be in a situation in which a unit member is involuntarily reduced from full-time to .5 FTE or more, in which case the employee will be provided the same benefit coverage as that provided to a full-time unit member.

Section J

Disability Insurance Protection

To be eligible to receive disability income protection, the disabled unit member must submit a written statement from a physician certifying that the unit member is disabled and unable to perform assigned duties for a period in excess of eight (8) weeks. The BOCES may require an examination by a physician of its choice at any time prior to, or during, the paid disability period. The payment shall commence following the expiration any accumulated sick leave, or an eight (8) week and one (1) day waiting period, whichever is longer. The amount of the payment following expiration of sick leave shall be equal to 75% of the unit member's gross annual salary, less any social security or retirement benefits received. The unit member shall be eligible for disability income protection for a period not to exceed a one (1) year career maximum.

(Also refer to Article XII, Section A: Excusable Absence Days)

Section ASalary Schedule**Unit Member Minimum Salary Hire Amounts**

	I	II	III	IV	V
	Initial/Transitional	BS	BS + 30	MS/BS + 40	MS + 30
2021-2022	\$42,759	\$44,231	\$45,712	\$46,479	\$47,961
2022-2023	\$43,465	\$44,961	\$46,466	\$47,246	\$48,752
2023-2024	\$44,182	\$45,703	\$47,233	\$48,026	\$49,556

Section BSalary and Reimbursements

1. In September of each school year, unit members who were employed for one (1) semester or more in the preceding school year shall be entitled to a full salary increase.
2. All unit members shall have the option of being paid on a ten (10) month or twelve (12) month basis. (September 1 to June 30).
3. The BOCES shall provide a Salary Depository Plan for automatic depositing of salary checks to each unit member who requests this option.
4. For each year of this agreement, each unit member shall have their base salary increased by the following amounts:

School Year	Salary Increase
2021-22	3.3%
2022-23	3.3%
2023-24	3.3%

5. The determination of the need to reopen salary negotiations during the three year term of this contract shall be based upon the relative position of the average teachers' salaries of the BOCES teachers as compared to the average teacher salaries of the nine (9) component districts.

Should the percent of difference between the average teachers' salaries of BOCES as compared to the average salary of the components vary more than plus or minus 5%, both parties agree to reopen salary negotiations.

Section CTuition Reimbursement

Unit members may seek tuition reimbursement for enrolling in courses which lead to certification and/or obtainment of a graduate degree. Unit members must receive prior approval by submitting a Tuition Reimbursement Approval form to their Director/Principal/Executive Principal prior to the start of the course. Upon course completion, the unit member must submit evidence of the completion of the course with a passing grade and proof of tuition payment. Application for reimbursement must be made no later than the end of the semester following the semester in which the course was completed. The reimbursement rate, per course, will be equivalent to the actual tuition paid or the SUNY undergraduate or graduate credit rate, whichever is less. Reimbursement at the SUNY rate will take place after the deduction of any grants or tuition waivers off the total tuition amount. Reimbursement will be made based on the unit members FTE status when the Tuition Reimbursement Approval form is approved.

Certification/License Fees

1. The BOCES will reimburse CTE teachers for the cost of BOCES required CTE Industry Certification fees.
2. The BOCES will reimburse the cost of the licensing fee for the following unit members whose positions require special licensure. The reimbursement will commence in the school year below and will continue in each subsequent school year thereafter.

2017-18 School Year	2018-19 School Year	2019-20 School Year	2021-22 School Year
OT/PT	Speech and Language Pathologists	Registered Nurses/Nurse Practitioners	Audiology

3. Reimbursement fees will be paid upon the BOCES receipt of a copy of fee payment receipt and a copy of required license/certificate from the unit member.

Section DIn-Service Education Credit

Unit members will be paid as outlined below. Payment will be made only when prior approval has been granted by the District Superintendent or his/her designee. For in-service training scheduled during the workday, unit members will be released and no remuneration will be provided.

School Year	Rate
2021-22	\$25.00/Hour
2022-23	\$25.00/Hour
2023-24	\$25.00/Hour

Leadership Stipends

A. Positions

Vacancies for all leadership positions will be made available electronically to the unit members no fewer than 10 business days prior to the closing of the application deadline. The leadership positions are: Department Leaders and Curriculum Leaders. See Appendix D for Department Leader duties and responsibilities.

B. Selection

The selection of Department Leaders will be made by the Program Administrator from a list of no more than three (3) candidates submitted by the respective departments. In the event the department does not submit at least two (2) candidates, the Program Administrator may exercise his/her discretion to select the Department Leader. There will be no penalty for unit members who choose not to be a Department Leader or Curriculum Leader.

C. Term Length

The length of term for Department Leaders will be two (2) years. For Curriculum Leaders the term will be three (3) years. Continued appointment for each year of the term subject to annual evaluation and re-appointment by the Program Administrator.

D. Stipends:

Stipends will be paid as outlined in the chart below and paid quarterly during the school year. The quarterly payment dates for stipends will be noted on the yearly payroll calendar.

Position	2021-24 Stipend
Department Leaders (11)	7 department members or less = \$1754
	8 department members or more = \$2270
Curriculum Leaders (5)	\$1190

(#) under position title equals number of paid positions; may increase as departments are added to the BOCES

Section E

Physical Examination

The Board shall provide the services of a physician for any required physical examination. If the unit member elects to use the services of his personal physician for a Board required examination, the unit member will be reimbursed up to an amount of \$50.

Mileage

A unit member who is required to use a personal vehicle for transportation in the performance of duties shall be reimbursed for mileage at the Board approved rate. With the exception of after-hour appointments, mileage shall not be paid from home to school, home to BOCES office or home to agency.

Section E (cont'd)Extra-Curricular Activities

1. All extra-curricular positions shall be voluntary. Unit members will apply each year and be annually appointed by the BOCES.
2. Unit members are required to attend one (1) Open House each year outside the contractual work day. All other events which are not remunerated in the chart below are voluntary if they take place outside of the contractual work day.
3. The following stipends will be paid for extra-curricular activities upon completion of responsibilities as outlined in the chart below. Reimbursement will be provided upon prior written approval of the Program Administrator.

Position	Number of People Paid	Payment Type	2021-24 Stipend
Exceptional Children			
Special Education Dinner Dance Chairperson	1	Per Event	\$201
Special Education Dinner Dance Chaperones	4	Per Event	\$57
Special Education Moving On Ceremony Coordinator	1	Per Event	\$286
Transition Night	8	Per Event	\$41
CTE			
Annual Board Dinner	2	Per Event	\$115
Skills USA Advisor	1	Per Year	\$1642
National Technical Honor Society Advisor	1	Per Year	\$619
Curriculum Night	35	Per Event	\$41
Other			
Assistive Technology Loan Program Coordinator	1	Per Year	\$1135

Section FConference Compensation – Etc.

1. No unit member shall be required to attend, either as a participant or as an instructor of a workshop, conference, study project or any similar type program outside of the hours of the work day as defined in Article VII, Section A of the Agreement.
2. In the event a unit member agrees, prior to participation to act as an instructor in a conference, workshop or study project outside of the defined work day as contained in Article VII, Section A of this agreement in addition to the regular salary the unit member will be paid at the rate of \$25 per hour.

Section G

Curriculum

1. No unit member shall be required to write new or major revisions of curriculum or courses of study, or special projects or reports as a part of their job responsibilities. Unit members will be expected to make the day-to-day alterations in curriculum to provide sound instruction.
2. In the event a unit member agrees to write new or revised curriculum or courses of study, the unit member shall be relieved of all regular assignment duties or responsibilities to conduct such writing during the defined workday.
3. In the event a unit member agrees to write new or revised curriculum, course(s) of study, outside the regular work day as defined in Article VII, Section A, the unit member shall be compensated at the rate outlined below for each additional hour worked.

School Year	Rate
2021-22	\$23.00/Hour
2022-23	\$23.00/Hour
2023-24	\$23.00/Hour

Section H

Service Increment

1. The Service Increment will be available to unit members with at least twelve (12) years of continuous service with the BOCES and who retire and are eligible to receive retirement benefits, or who become eligible when their age and years of paid experience with the BOCES equals 70, excluding those who leave through the procedure established by Sections 3014(a) and 3014(b) of the New York State Education Law, or under §75 of the Civil Service Law, or for classified staff who is not permanently certified.

Unit members applying for the Service Increment must submit their letter of retirement (90) ninety days prior to their last day of employment with BOCES 2.

2. The service increment paid by the BOCES shall be \$40 per day for sick days accumulated up to a maximum of 210 days at the time of retirement. The BOCES will make payment for unused sick days upon retirement in the form of a non-discretionary employer contribution into the employee's Section 403-b account within sixty (60) calendar days of retirement date. If this section is utilized, the unit member cannot participate in Article XVII, Section J.

Section I

Severance Pay

1. Severance Pay is intended to apply to those unit members whose departure from the BOCES is based on involuntary separation for reasons other than dismissal.

To be eligible for severance pay from the BOCES, the unit member affected must have attained tenure or served in a permanent appointment for a minimum of three (3) years with the BOCES, and upon departure from the BOCES not be employed elsewhere by September 1 in a position comparable in terms of compensation, within 10% of the amount earned at the BOCES during the previous school year.

2. The unit member receiving severance pay will receive such pay at the time of the first payroll in September following the actual severance from the BOCES.
3. The amount of the severance pay will be based on the number of accumulated sick days at the time of severance. The unit member will receive a severance amount based on \$25 per unused sick day, to a maximum of \$5,000.

Section J

Sick Day Buyout

1. After ten (10) years of continuous years of service with the BOCES, unit members shall be entitled to a one (1)-time only sick day buyout.
2. For unit members who accumulate sick days, the buy-out will be as follows:
 - 100-125 accumulated sick days \$2,750
 - 126-150 accumulated sick days \$3,500
 - 151-209 accumulated sick days \$4,500
 - 210 accumulated sick days \$5,000
3. For those unit members who participate in the sick day buyout, a unit member may buy back sick days to be used only for an illness or an injury. A unit member may not buy back more days than his/her original buyout. A charge of \$30 per sick day will be assessed.
4. In the event an illness or injury requires a unit member to draw upon sick days, he/she will receive his/her daily rate of pay computed at 1/200th of his/her regular salary, less the \$30.

Grievance Procedure

Section A

Declaration of Purpose

WHEREAS, the establishment and maintenance of a harmonious, cooperative relationship between the Board and its unit members is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to the alleged grievances of unit members through procedures under which members of the recognized unit may present grievances free from coercion, interference, restraint, discrimination or reprisal.

Section B

Definitions

- B.1 A grievance is a claim by any unit member or group of unit members of a violation, misinterpretation, misapplication or inequitable application of the terms of this contract.
- B.2 The Term Administrator shall mean any director or other administrative or supervisory officer responsible for the area in which an alleged grievance arises, except for the District Superintendent.
- B.3 The District Superintendent is the Chief Executive Officer of the Second Supervisory District of Monroe and Orleans Counties.
- B.4 Association shall mean Monroe and Orleans Counties BOCES #2 Teachers' Association.
- B.5 Aggrieved Party shall mean any unit member or group of unit members filing a grievance.
- B.6 Party in Interest shall mean any party named in a grievance who is not the aggrieved party.
- B.7 Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievance hereunder.

Grievance Procedure (cont'd)

Section C

Procedures

- C.1 All written grievances shall include the name and position of the aggrieved party, the identity of the provision of this agreement involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party. The grievance shall be signed by the aggrieved party(ies).
- C.2 Except for the informal decisions at Stage E.1, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions, and supporting reasons therefore. Each decision shall be promptly transmitted to the unit member, and the Association files, at the discretion of the aggrieved party.
- C.3 If the alleged grievance directly affects one-third or more of the unit members, it may be submitted by the Association.
- C.4 The preparation and processing of grievances, insofar as practicable, shall be conducted after normal school hours so as to avoid interruption of classroom activity and to avoid involvement of the students in any phase of the grievance procedure.
- C.5 The District Superintendent and the Association agree to facilitate any investigation which may be required and will honor reasonable requests to make available any and all material and relevant documents, communications and records concerning the alleged grievance.
- C.6 Except as otherwise provided in E.1 Stage 1a and Stage 1b, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross examine all witnesses called, to testify and to call witnesses on his or her own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure. Costs will be borne by particular party requesting the service of a witness.
- C.7 Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents, will be developed jointly by the District Superintendent and the Association. The District Superintendent shall then have them printed and distributed so as to facilitate operation of the grievance procedure.
- C.8 Nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate member of the Administration.
- C.9 The grievant may choose whomever he or she wishes to represent him or her at Stages 1 and 2 of Section E, except that such representative(s) may not be a representative of a competing employee organization.

Grievance Procedure (cont'd)

Section C (cont'd)

- C.10 If any provisions of this grievance procedure or any application thereof to any unit member or group of unit members in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- C.11 The existence of the procedure hereby established shall not be deemed to require any unit member to pursue the remedies here provided and shall not, in any manner impair or limit the right of any unit member to pursue any other remedies available in any other form. However, if a unit member selects any alternate procedure, established by law or the Commissioner of Education, the unit member shall be deemed to have waived his or her rights to pursue a remedy under this procedure.

Section D

Time Limits

- D.1 Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended [only] by mutual agreement, in writing, or verbally, between the Association President/Co-President and the Director of Human Resources.
- D.2 No grievance will be entertained as described below, and such grievance will be deemed waived unless an oral grievance is registered at the first available stage within thirty (30) days after the unit member knew or should have known of the act or condition on which the grievance is based.
- D.3 If a decision at one (1) stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.
- D.4 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, the party's representatives and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure.
- D.5 In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro rata so that the grievance procedure may be exhausted prior to the end of the school term, where possible and reasonable, or as soon thereafter as is possible.
- D.6 All time limits in this Article shall be computed from the school day immediately following the date the event referred to occurred.

Grievance Procedure (cont'd)

Section E

Stages of Grievance

E.1 Stage 1: Administrator (no one in bargaining unit)

- (a) A unit member having a grievance will discuss it with his or her administrator, either directly or through a representative, with the objective of resolving the matter informally. If the unit member submits the grievance through a representative, the unit member may be present during the discussion of the grievance.
- (b) If the grievance is not resolved informally, it shall be reduced to writing and presented to the administrator within five (5) school days following the date of oral discussion in paragraph "a" above. Within five (5) school days after the written grievance is presented, the administrator shall render a decision thereon, in writing, and present it to the unit member and/or his or her representatives.

E.2 Stage 2: District Superintendent

- (a) If the unit member initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1, the unit member may submit a written appeal of the decision with the District Superintendent. The appeal must be submitted within five (5) school days after receiving the written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.
- (b) Within five (5) school days after receipt of the appeal, the District Superintendent, or a duly authorized representative shall hold a hearing with the unit member, and/or a representative(s).
- (c) The District Superintendent shall render a decision in writing to the unit member and/or representative(s) within five (5) school days after conclusion of the hearing or receipt of minutes whichever is later.

E.3 Stage 3: Arbitration

- (a) After such hearing at Stage 2 above, if the unit member and/or Association are not satisfied with a decision at Stage 2, and the Association determines that the grievance is meritorious and that appealing it is in the best interest of the school system, it may submit the grievance to arbitration by written notice to the District Superintendent within fifteen (15) school days after the date of the decision at Stage 2.
- (b) Within five (5) school days after such written notice of submission to arbitration, the Association shall notify the American Arbitration Association (AAA) and request a list of seven (7) names from which names shall be struck alternately by the District Superintendent, or a designee, and the President/Co-President of the Association, or a designee, until one remains, who shall be designated as the arbitrator.

Grievance Procedure (cont'd)

Section E (cont'd)

The parties agree to be bound by the American Arbitration Association (AAA) published voluntary Rules of Arbitration.

It is agreed that only one (1) grievance shall be heard at any one hearing.

- (c) The selected arbitrator will hear the matter promptly and will issue a decision not later than thirty (30) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to the arbitrator. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning, and conclusions on the issue.
- (d) The arbitrator shall have no power or authority to make any decision which requires the commission of any act prohibited by law or which is violative of the terms of the Agreement.
- (e) The decision of the arbitrator shall be final and binding upon all parties.
- (f) The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board and the Association.

Unit Member Association Involvement

Section A

Unit Member Rights

No unit member shall be discriminated against by reason of membership in the Association, including collective negotiations with the District Superintendent, or initiation or processing of a grievance, or other proceedings under this Agreement.

Section B

Unit Member Association Involvement

The Association shall be given a place and provided adequate time on the agenda of the orientation program for new unit members. Notice of the orientation program shall be given in advance to the Association President/Co-President.

Section C

Association Use of Facilities

The Association will have the right, subject to rules and regulations of the Board and administration, to use a BOCES facility without cost at reasonable times for meetings and to use the office facilities of the school. The administration of the school shall be notified in advance of the time and place of all meetings. When using office facilities, the Association shall furnish its own supplies. The Association shall also be furnished office space of approximately ninety-two (92) square feet at an annual cost of \$460.

Section D

Release Time for President/Co-President

The President/Co-President of the Association will be provided a modified schedule of .6 FTE for purposes of conducting Association business. The Association President/Co-President and his or her designee(s) have access to an additional approved 20 absence days for Association business. The Association President/Co-President or Vice President/Co-Vice President will secure approval from the District Superintendent or their designee prior to the absence from duties. Whenever possible, such a request should be submitted at least two (2) working days prior to the day being used for Association business.

Whenever possible, release time will be scheduled other than during student contact time. If it is necessary for the BOCES to hire a substitute to replace the President/Co-President or designee(s), the Association will pay the BOCES the cost for hiring such substitute.

Concluding Provisions

Section A

Agreement Modifications

This Agreement may not be modified in whole or in part by the parties except by an instrument in writing executed by both parties, and any departure from any provisions of this contract by either party or by their officers, agents or representatives, or members of the negotiating unit shall not be construed to constitute a continuing waiver of the right to enforce such a provision.

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.

Section B

Savings Clause

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

Section C

Periodic Meetings

Upon request of either party, the District Superintendent shall meet with the President/Co-President of the Association and additional members of the Association selected by the President/Co-President to discuss matters of mutual concern and interest. The meetings may be held monthly and shall not exceed that frequency unless mutually agreed upon by both parties.

Concluding Provisions (cont'd)

Section D

Individual Arrangement, Agreement

Any individual arrangement, agreement, or contract between the Board and an individual unit member, heretofore executed, shall be subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual arrangement, agreement or contract contains any language inconsistent with this agreement, this agreement, during its duration, shall be controlling.

Statement of Responsibilities

It is understood by the District and the Association that both parties will make every effort to observe contract provisions, and that both parties agree not to act in a manner that promotes misrepresentation of the contract provisions as discussed and agreed upon in the course of negotiations. Unit members can seek association representatives for clarification of contract provisions. The District will not subject unit members to accusations of insubordination in their pursuit of representation.

Section A

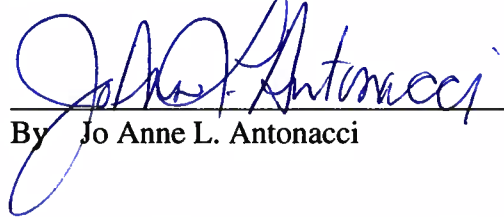
Duration Clause

This contract shall be effective as of July 1, 2021, and shall continue in full force and effect through midnight, June 30, 2024.

The contract shall be immediately re-opened to discuss any changes required or necessary pursuant to the Health Care Reform legislation and/or regulations and policies (including but not limited to, legislation, rules, or regulations raising a question as to whether the health insurance benefits provided for herein meet the "minimum essential benefits" standard or impact of penalties).

Dated this 7 day of December, 2021.

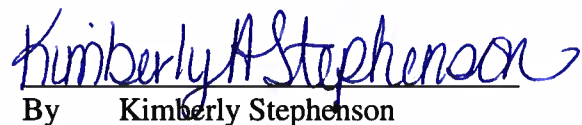
District Superintendent
Monroe 2-Orleans BOCES


By Jo Anne L. Antonacci

Teachers' Association Co-President
Monroe 2-Orleans BOCES


By Melissa Pound

Teachers' Association Co-President
Monroe 2-Orleans BOCES


By Kimberly Stephenson

NOTES

APPENDIX A

Domestic Partnership Affidavit

This affidavit extends health and dental benefits to a significant other hereinafter referred to as a "Domestic Partner" of a qualified employee presently working at Monroe 2 BOCES. (Domestic Partners are two adults at least 21 years of age who have chosen to share one another's lives in an intimate and committed relationship of mutual caring, who live together, and who have agreed to be jointly responsible for expenses incurred during the Domestic Partnership.)

I ATTEST that I am presently an employee of Monroe 2 BOCES and qualify for health and dental benefits as described in Board policy and collective bargaining agreements, and meet the following criteria to apply for benefits for my Domestic Partner:

1. We are both at least twenty-one (21) years of age and are competent to enter into a contract;
2. We are not related by blood to a degree of closeness which would prohibit legal marriage in the state in which we legally reside;
3. We are not married and are not the domestic partner of anyone else in any jurisdiction;
4. We have not terminated a Domestic Partnership Affidavit, or its equivalent in this or another jurisdiction, within two years immediately prior to applying for health/dental benefits;
5. We currently live in the same household, have lived in the same household continuously for at least two years immediately prior to applying for health/dental coverage, and intend to continue to live in the same household indefinitely;
6. We are committed to the physical, emotional and financial care and support of each other;
7. We are financially interdependent;
8. We share with each other the common necessities and tasks of one household;
9. We understand that we are subject to all standard requirements, criteria and qualifications that are set by our medical/dental carriers under their contracts; and further,
10. If this domestic relationship should change or end, the employee agrees to inform Monroe 2 BOCES as soon as possible.

Each of us understands that if either of us has made a false statement regarding his or her qualifications as a domestic partner, or has failed to comply with the terms of this Affidavit, and the Monroe 2 BOCES suffers any loss thereby, we are responsible for reimbursing Monroe 2 BOCES any losses or expenses incurred, including reasonable attorney's fees and court costs incurred in enforcement. Each of us declares under penalties of perjury that the assertions in the affidavit are true and correct to the best of our knowledge.

Date

Employee Signature

Printed Name

Notary Public _____

Date

Domestic Partner Signature

Printed Name

Notary Public _____

APPENDIX B

Selection Process

I. DEFINITIONS OF ASSIGNMENTS

A. Program and Level Assignments

Teachers:

Elementary	Secondary	Program Only
<ul style="list-style-type: none">• Intellectual Disabilities/Medically Fragile• Behavior Management• Complex Needs/Intensive Management	<ul style="list-style-type: none">• Intellectual Disabilities/Medically Fragile• Behavior Management• Complex Needs• Behavioral and Mental Health Challenges	<ul style="list-style-type: none">• Preschool• Autism Spectrum Disorders/Communication and Social Skills• Hospitality and Applied Skills/Activities of Daily Living Center/Career Skills Center• Consultant Teacher• Roberts Wesleyan/BELL Program• Project SEARCH

Speech:

<u>Preschool/School Age</u>	<u>Medicaid Direction</u>
All Programs	UDO

Mental Health:

Preschool 3-5
Central Referral Coordinator
6:1:1/8:1:1
12:1:1/6:1:1 Medically Fragile
Alternative Jr/Sr High/Intensive Management 8:1:2/6:1:2
Pervasive Developmental Disabilities/CaSS
Therapeutic Day Program
Contract/Family Support Specialist (Social Worker)
Behavior Specialist
Testing only (Psychologist)

Deaf and Hard of Hearing Services (DHHS):

Preschool Center Based classroom	Itinerant
----------------------------------	-----------

Assistive Technology: Itinerant
Career Planning Services: Itinerant
Nurses: Itinerant
Physical Therapy: Itinerant

Audiology: Itinerant
Music: Itinerant
Occupational Therapy: Itinerant
Vision: Itinerant

B. Position

Teachers: A classroom or caseload (itinerant) in a given building or geographic area

Related Services: Caseloads are determined annually according to department procedures.

C. Available Assignment

Teachers, Speech, Mental Health, DHHS only

1. One vacated by a staff member leaving a position
2. One created through increased enrollments and/or increased requests for services
3. Caseloads are determined annually and selected by seniority

D. Unassigned Status

All Staff

Based on an assignment that has been abolished

Teachers, Speech, Mental Health, DHHS only

1. Based on the staff member's decision to seek a new assignment

II. STAFF ASSIGNMENT/SELECTION PROCEDURES FOR TEACHERS, SPEECH, MENTAL HEALTH, DHHS

1. Staff members are allowed to remain in their assignment (i.e. Program or Program and Level) regardless of date of hire.
2. When there is an overall reduction of staff within an Assignment Area, the least senior staff member will be involuntarily transferred.
3. Any staff member may indicate an interest in seeking a position in another assignment within their tenure area for the next school year. This is accomplished by:
 - a. Completing a Declaration of Interest in an Assignment Change form and submitting it to the Department Director's office no later than the designated deadline date.
 - b. Supervisors interview all staff interested in an assignment change. The target date for interviews is the first week in June.
 - c. Staff members are selected for open assignments based on qualifications and sound educational practice. In cases where individual staff members are equally qualified for a position, seniority is the deciding factor.
 - d. Those approved for transfer are so assigned. Open positions created by these transfers are filled by those who indicated prior interest in transfer, and thus have participated in the interview process.
 - e. If a teacher's certification will not qualify for any open position, this teacher will be assigned to a vacancy created by re-assigning the least senior teacher holding a position for which the assigned teacher is qualified. If the least senior teacher also has the same certification limitations, then we will continue to move to the next least senior candidate until the position can be appropriately filled.
 - f. Any positions which accept open multiple certifications will be posted upon completion of all assignment transfers.
 - g. Positions which accept multiple certifications will be filled no later than the first working day in August.
 - h. Staff from the Preferred Eligibility List (PEL) accepting a full time position that accepts multiple certifications shall remain in the position for the balance of the school year.

- i. Staff accepting less than a full time position in an assignment that accepts multiple certifications shall remain in that position for the balance of the school year UNLESS a full time position in their tenure area becomes available during that school year AND such a position cannot be fulfilled in less than a full time manner.
 - j. Staff has the option of returning to their tenure area, exercising their seniority rights, by declaring their interest to do so by April 1st.
 - k. Staff members who have not indicated an interest in an assignment change will not be granted a voluntary transfer prior to September. Openings that occur during the school year follow Voluntary Transfer procedures.
 - l. Staff members can exercise voluntary transfer rights once per school year.
4. Staff members who are involuntarily transferred participate in the interview process. This will not count as their one transfer opportunity.
 5. Excessed staff members do not participate in the interview process since they have a right to a job in order of seniority.
 6. Position selection will occur after voluntary transfers have been made prior to the end of the school year. Members within each assignment area select from open positions based on BOCES seniority. NOTE: Speech selection will occur on the first day of work in September.
 7. When determining final teacher locations within an assignment area, a certification “match” with a position is a higher priority than seniority. If a more senior teacher must move to a different location to accommodate a certification issue, then it would be the least senior of the teachers at that site.
 8. If positions become available within an assignment area after selection but before the first working day in August, staff in that assignment area will be contacted by the Director or Director’s designee to select the available position based on seniority.
 9. In the event that the number of paraprofessionals is adjusted in a particular classroom, but where the student population remains the same, said classroom will remain in the same program for the purposes of staff selection.

NOTE: Mental health caseload may be re-defined on the first workday in September.

III. For Departments whose assignments are defined as “Itinerant”, position selection occurs by seniority no later than the first working day in September.

IV. Elimination of a Position After the First Day of School

When a position is eliminated after the first day in a given school year, the least senior staff member in the effected tenure area is excessed. The staff member whose position is eliminated is involuntarily transferred to the excessed staff member’s position or another available position. The involuntarily transferred staff member remains in the position for the remainder of the school year only and returns to the vacated assignment area in the subsequent selection year pending availability. Selection proceeds as per the “Teacher Selection Process”.

In the event that multiple positions are eliminated, the least senior staff members are excessed as required. All staff involuntarily transferred in this manner are selected for open positions based on qualifications and sound educational practice. In cases where individual staff members are equally qualified, seniority is the deciding factor.

APPENDIX C

WAIVER OF UNION REPRESENTATION

NAME: _____

I understand that I am meeting on: _____

DATE: _____

TIME: _____

LOCATION: _____

SUPERVISOR: _____

I understand that the circumstances of the meeting afford me the opportunity to union representation since I could be subject to disciplinary action. A reasonable period of time will be provided for me to obtain representation if I opt for representation.

- ☐ I decline union representation and certify that I make this choice of my own volition and have not been threatened or in any way coerced by any supervisor/administrator in the making of this choice.

Unit Member Signature

Date

Time

APPENDIX D

Department Leader Duties and Responsibilities

1. Prepare, monitor and evaluate annual department goals
2. Chair monthly department meetings with written agendas and minutes
3. Provide assistance to colleagues in areas of case management, IEP development or other areas of professional responsibility
4. Coordinate plans for professional development of the department
5. Establish and implement uniform procedures in areas of assessment, direct service, record keeping and reporting
6. Establish and maintain accurate data management procedures of students serviced
7. Assist with department budget preparation
8. Assist in the recruitment, selection and training of new staff members
9. Coordinate the placement and progress of student teachers and interns
10. Maintain accurate inventory of supplies and equipment
11. Work approximately ten days in the summer to plan and prepare for the opening of school
12. Participate in monthly meetings of Related Services Council
13. Participate in planning sessions with administration
14. Interact with other staff members via scheduled release-time visitations for the purpose of conducting surveys, analyzing materials, providing training and assistance, etc.
15. Assist with the coordination of services for ESY
16. Perform such other professional duties as may be assigned by the Special Education Supervisor

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