

**AGREEMENT**

Between

ALBANY-SCHOHARIE-SCHENECTADY-SARATOGA  
BOARD OF COOPERATIVE EDUCATIONAL SERVICES

and the

PROGRAM ASSOCIATES ORGANIZATION

**July 1, 2009 - June 30, 2011**

# **PROGRAM ASSOCIATES ORGANIZATION**

## **MISSION STATEMENT**

### **MISSION**

The purpose of the Capital Region BOCES is to provide educational leadership, services and support to meet the needs of our students and school districts.

### **VISION**

We will be leaders for educational excellence.

### **VALUES**

Values are strongly held beliefs about the work that we do at BOCES. It is expected that everyone working at BOCES commit to these values and incorporate them into their everyday work.

- Students First
- High Expectations and standards
- Customer-driven quality services
- Value and respect every student, customer and employee
- Global and creative thinking
- Honest, Integrity, Pride
- Teamwork
- Commitment to professional development for all employees
- Open communication
- A quality, supportive learning and work environment

The Mission Statement has been adopted by the Board of Cooperative Educational Services and is subject to change in the future by the Board.

## **PROFESSIONAL RESPONSIBILITY**

The Program Associates Organization recognizes the diversity of the services provided through the positions represented by the membership. There is also recognition that many of those services require professional responsibility as well as flexibility and creativity on the part of the membership. It is not the intent of this document to hinder the flexibility and creativity necessary to do a responsible and quality job.

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THIS AGREEMENT is made and entered into by and between the District Superintendent of the Board of Cooperative Educational Services of Albany-Schoharie-Schenectady- Saratoga Counties, New York (BOCES) and the Program Associates Organization (Organization).

## **RECOGNITION**

The Organization is hereby recognized as the exclusive bargaining agent for a bargaining unit consisting of BOCES employees in titles designated by the Administration and approved by the Board as Principal, Supervisor, Associate Director, Assistant Director, Program Manager, Coordinator, Dean of Students, Specialist and Intern, and other titles on levels 1-9.

Excluded from the bargaining unit are the positions of Treasurer, Deputy Treasurer, School Business Administrator, School Attorney, Chief Actuary, Supervisor-Business Office, Secretary to the District Superintendent, Superintendent of Buildings and Grounds, Regional Certification Officer, Personnel Technician, confidential employees and all other employees not recognized above.

## ***ARTICLE I - SAVINGS CLAUSE***

In the event that any portion of this Agreement is determined to be in violation of law, the parties shall commence negotiations upon written notification of either party to alter said sections in such a manner deemed consistent with law.

## ***ARTICLE II - NEGOTIATION PROCEDURES***

- A. In the final year of the Agreement, the Organization will notify the BOCES, of the date that it wishes to meet for the initial exchange of proposals, which notification shall be at least three (3) weeks in advance of the date selected.
- B. On or before January 15, of the final year of the Agreement, the negotiating teams shall meet for the purpose of exchanging proposals, each of which shall be presented in ten (10) copies.
- C. Both sides agree to make available to each other for inspection, any public records in their possession.

## ***ARTICLE III - ORGANIZATION RIGHTS***

### **A. NOTICE OF BOARD MEETINGS:**

Notification of all special and regular meetings of the BOCES Board shall be provided to up to three representatives of the Organization for whom the Organization furnishes names and mailing addresses at the same time and by the same means as such notification is provided to members of the Board. A copy of the agenda and background of the agenda for the BOCES Board meetings shall be emailed to the specified representatives of the Organization at the same time they are emailed to Board members. In addition each PAO Executive Board member will be provided a share point login.

## ***ARTICLE III ORGANIZATION RIGHTS (Continued)***

### **B. ADOPTION OF POLICY**

Board policies pertaining to terms and conditions of employment shall be adopted on a two-step basis by adopting- a policy at one meeting and ratifying the same at a subsequent meeting. Should the Organization wish to make a statement pertaining to the proposed policy prior to ratification at the second meeting, it shall have the right to do so upon written request to the District Superintendent seven (7) days prior to the second meeting. Upon inquiry from the Organization President subsequent to any BOCES Board meeting, a BOCES representative will indicate the action taken, if any, with respect to any agenda item identified by the Organization President as proposed policy pertaining to terms and conditions of employment.

### **C. MINUTES OF BOARD MEETINGS**

The BOCES shall send to the President of the Organization an email copy of the approved minutes of the Board meeting within five (5) working days of such approval.

### **D. BOARD POLICY CONSISTENT WITH AGREEMENT**

No Board policies or rules shall be inconsistent with this Agreement.

### **E. NOTIFICATION OF NEW EMPLOYEES**

The Organization President or designee shall receive notification of the name, address, salary and work assignment of all newly hired members of the bargaining unit.

### **F. USE OF FACILITIES**

The Organization shall have the right to use the following BOCES equipment and facilities at no additional cost to BOCES:

Duplicating and copying equipment - provided that the Organization use access codes furnished by BOCES which are assigned to the Organization and suitable for use at BOCES facilities.

Typing and computer equipment  
Audio visual equipment  
Food service area

Request for use of the food service area or other rooms shall be made five (5) days in advance and requests for use of the equipment specified above shall be made in advance. All requests shall be made in writing-on forms provided for that purpose. The Organization's right to use equipment does not include equipment which is limited to "student use only" by any federally funded grant. Such usage shall not interfere with the regular school program or conflict with usage already granted to other parties and must be scheduled through the appropriate administrator.

**ARTICLE III - ORGANIZATION RIGHTS (Continued)**

**G. MAILBOX FOR ORGANIZATION**

The Organization shall be assigned a mailbox at a location within a BOCES facility that is mutually agreed upon by the District Superintendent and the Organization President.

**H. DUES DEDUCTION**

1. The BOCES agrees to deduct from the salaries of members of the Bargaining Unit, the amount of membership dues as set by the Organization when such deduction is authorized in writing by individuals eligible for such membership. The Organization shall notify the District Superintendent of the current rate of its dues by September 1.
2. Dues deduction shall be made in equal installments beginning with the second payroll of the academic year.
3. The BOCES agrees to mail by check the total sum deducted to the Organization within five (5) working days following each payroll date. The first and final transmittal shall be accompanied by a list of those persons for whom deductions have been made. The final transmittal list shall state the amount of accumulated deduction for each person.
4. Payroll-Deduction Authorization

\_\_\_\_\_
Social Security Number

\_\_\_\_\_
Last Name First Name Middle

TO: The Board of Cooperative Educational Services

FOR: Program Associates Organization

I hereby authorize you, according to arrangements agreed upon with the Organization, to deduct from my salary and transmit to said Organization, dues as certified by said Organization from the organization listed below. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the BOCES and all its officers from any liability therefore. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this BOCES, or until revoked by me in writing.

Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_
\$ \_\_\_\_\_ Albany-Schoharie-Schenectady-Saratoga BOCES Program Associates Organization

***ARTICLE III ORGANIZATION RIGHTS (Continued)***

**I. AGENCY SERVICE FEE**

1. The BOCES shall" deduct from the salaries of those members of the bargaining unit who are not enrolled members of the Organization an agency service fee equivalent to the total annual per capita dues, paid by the enrolled members of the Organization. The Organization shall notify BOCES not later than the end of the first payroll in September of the names and members of the bargaining unit who have paid or agreed to pay Organization dues directly to the Organization.
2. The agency service fee shall be deducted in the same manner as payroll deduction of dues and transmitted promptly to the Organization unless the nonmember has paid the total agency service fee directly to the Organization by the end of the first payroll period in September as stipulated by the Organization to the BOCES.
3. The BOCES shall provide the Organization with a complete list of bargaining unit members by September 15 and provide notification of new hires during the school year within ten (10) days.
4. Any bargaining unit member subject to the agency service fee who is employed for less than a full year shall pay a service fee equivalent to a prorated portion of the total annual per capita dues paid by members of the Organization.
5. The Organization shall indemnify and hold BOCES harmless for any liability, cause of action, damages and reasonable attorney fees incurred as a result of any aspect of implementing the agency fee deduction.

**J. SEPARATE AGREEMENTS**

On and after the date of this Agreement, any agreement between the BOCES Board and any individual members of the Bargaining Unit regarding the terms and conditions of their employment shall be expressly subject to this Agreement.

***ARTICLE IV - PERFORMANCE REVIEW***

**A. PURPOSE OF THE PROCESS**

This process provides a system within which supervisors and employees participate in a dialogue which includes a yearly review of the employee's job description; the development of mutually agreed upon performance standards; periodic review of performance and employee participation in organizational decision-making. This process is designed to encourage an organizational atmosphere of cooperation which promotes both supervisor and employee professional improvement and job satisfaction through the identification of strengths and weaknesses as a means of enhancing job performance through planning and individual development.

This process actively encourages each individual to assume higher levels of responsibility consistent with potential, skills, abilities and career interest.

## **ARTICLE IV - PERFORMANCE REVIEW (Continued)**

### **B. PROCEDURES AND TIMELINES**

Procedures and timelines for implementing the Performance Review Process are outlined below.

July/August	Supervisor and employee review the applicability of the current job description.  Supervisor and employee cooperatively determine quality and developmental standards.  Documentation is made available to the Division Director as necessary.
September/May	Supervisor and employee participate in "coaching" sessions during which the employee's performance is reviewed in relation to organizational values and the job description.  If necessary, a plan for improvement is developed and agreed upon. Standards may be modified as part of this plan. The plan serves as a guide for discussion at the next scheduled review. A mid-year review should be held to review progress and any modifications as necessary and appropriate.  The Performance Review Process Form (Appendix A) or facsimile, is used to document the results of coaching sessions and should include evidence of accomplishments and strengths, as well as areas needing improvement, plans for improvement and any modifications to the standards.
June	The final review and coaching session represents an opportunity to sum up accomplishments and shortcomings and provides the basis for adjustments to job responsibilities, performance standards, and plans for performance improvements in the following year.

### **C. APPEALS**

If an employee is dissatisfied with the outcome of any performance review, s/he may elect to appeal the review by, following the procedure outlined below.

1. Employee submits an appeal in writing to her/his supervisor not later than three (3) working days after the performance review session has taken place. The appeal must outline specific areas of concern and relevant documentation should be included where possible.
2. Upon-receipt of the appeal, the supervisor must schedule a meeting with the employee within three (3) working days. The meeting shall occur as soon as possible at a mutually agreed upon time to discuss areas of concern. The meeting's outcome shall be recorded in writing including:

***ARTICLE IV - PERFORMANCE REVIEW (Continued)***

- a) Identification of concerns or problems.
- b) Acceptable options identified by supervisor and/or employee.
- c) Supervisor's written recommendations.

3. If the employee does not accept the results of this meeting as a resolution of concerns, s/he may appeal in writing to the Division Director within three (3) working days following the meeting with the supervisor. If the immediate supervisor is a Division Director, proceed to Sub Section 4 immediately.

The Division Director shall schedule a meeting with both parties as soon as possible. The Division Director shall document the results of the meeting in accordance with the procedures outlined in Sub Section 2.

4. If the Division Director's adjudication is unacceptable to the employee, a written appeal may be submitted: to the District Superintendent following the procedures outlined in Sub Section 3 the adjudication of the District Superintendent is binding on all parties.

5. Copies of all written documentation in an appeal will be filed in the employee's personnel file.

***ARTICLE V - EMPLOYEE RIGHTS AND PROTECTION***

**A. FREEDOM OF ASSOCIATION**

No employee shall be subject to censure, reproof, discrimination, or any disciplinary action by the BOCES or the Administration or lose any rights or privileges because of membership in the Organization.

**B. NOTICE OF VACANCIES**

A vacancy is defined as any position, excluding short-term, which requires new or additional personnel. The President of the Organization will receive Notices of Vacancies through electronic mail, as soon as they are prepared by the Human Services Office. Notice of Vacancy shall be posted on bulletin boards at each CTE Center, the Maywood School and 900 Watervliet-Shaker Road. No vacancy shall be filled before seven (7) calendar days after such formal notification.

**C. PAYROLL INFORMATION**

On or before August 1, each Bargaining Unit member shall be provided with a written statement which will include position, level, salary, accumulated short term leave, accumulated vacation entitlement, and insurance that he/she possesses.

## **ARTICLE V - EMPLOYEE RIGHTS AND PROTECTION (Continued)**

### **D. PAYROLL DEDUCTIONS**

Upon written authorization by the Bargaining Unit member, the BOCES will make payroll deductions for U. S. Savings Bonds, First Teachers Federal Credit Union and tax sheltered annuity plans that conform to the tax shelter concepts contained in the Internal Revenue Code and the Education Law. BOCES shall have no obligation to make payroll deductions of any kind which exceed the capacity of its Computerized Payroll System.

BOCES will formulate and convene a committee, including representatives from the Organization, which will have the ongoing responsibility to annually review and update the list of participating companies providing tax-sheltered annuity accounts to BOCES employees.

All active employees may contribute to both Internal Revenue Code Section 403(b) and Internal Revenue Code Section 457 accounts. The BOCES will adopt a plan document required as per IRS regulation for all 457 accounts. A vendor mutually agreed upon by the BOCES and the Organization will be appointed by the BOCES. The adoption of the plan document as well as the appointment of the vendor will occur within 60 days of the ratification of this agreement.

### **E. BI-WEEKLY PAY PERIODS**

Members of the Bargaining Unit, who work a twelve month schedule will be paid on a bi-weekly basis (such practice having been initiated on or about July 1, 1976). Choices of payroll schedules for the members of the bargaining unit must be submitted in advance to the Business Office.

### **F. EMPLOYMENT INFORMATION**

Upon employment, the BOCES will furnish a description of available insurance options, appropriate insurance forms necessary to enroll in insurance coverage and a list of companies currently offering tax sheltered annuities available to BOCES employees.

### **G. POSITION DESCRIPTION**

Each position included in this Bargaining Unit will have a position description. For those Civil Service positions for which an Albany County Civil Service job description exists, that position description shall be utilized. In the event that no Albany County Civil service Job Description exists, such as could be the case of a provisional position, then the agreed upon local position description shall apply. Such Position Description will be given to the employee when initially hired and whenever the position description is revised by BOCES.

### **H. DISMISSAL**

1. Except as provided in subparagraph 2 below, any dismissal action taken which affects a member of this Bargaining Unit will be made in accordance with the provisions pursuant to Civil Service or Education Law as applicable to the employee.

## ***ARTICLE V - EMPLOYEE RIGHTS AND PROTECTION (Continued)***

2. With respect to provisional employees:

- a) The following procedures for discipline shall apply:
  - 1) Consistent evaluation process.
  - 2) Notice to employee with specific written concerns.
  - 3) Development with employee of an improvement plan.
  - 4) Review of improvement plan with employee/union representative.
  - 5) Adherence to improvement plan.
  - 6) If warranted, review of improvement plan progress with, employee, supervisor, union representative, and the human resources director.
  - 7) All written notifications including evaluations are to be placed in an employee's personnel file. The employee is to be notified of materials being placed in his or her personnel file, and may file a written rebuttal to any such material.
  - 8) Further disciplinary actions must include:
    - a. Proper and timely notification to the employee.
    - b. Allowance of representation to employee.
    - c. Appointment of arbitrator as mutually agreed upon by the BOCES and the organization; any cost shall be shared equally; such arbitrator may be the district superintendent.
    - d. Recommendation of arbitrator will be followed.
- b) With respect to a layoff, the procedures of Article V.H.2.a) shall not apply. In the event of a layoff as a result of reduction in force:
  - 1) Seniority must be considered.
  - 2) Decision of the division director is final.

### **I. PERSONNEL FILES**

The official personnel file for each member of the Bargaining Unit shall be maintained in the Human Services Office. The member of the Bargaining Unit, or a representative authorized in writing by said member, shall have the right to review, make copies and/or reply in writing for filing, to any material which is part of this file. Confidential letters of reference and/or college placement material shall not be available to the member of the Bargaining Unit or the representative.

### **J. NOTICE OF CRITICAL MATTER PLACED IN FILE**

No material critical of the conduct of duties and responsibilities for which a member of the Bargaining Unit was employed will be placed in the above personnel file without written notification, including a copy of the material, to the member of the Bargaining Unit. The District Superintendent will review any such material upon the request of the member of the Bargaining Unit.

***ARTICLE V - EMPLOYEE RIGHTS AND PROTECTION (Continued)***

**K. ISSUES RESOLUTION**

Whenever there is an issue to be resolved which concerns any provision of this agreement, the employee should proceed through the following steps in order:

1. Attempt to resolve the issue with the immediate supervisor.
2. Notify the supervisor that the next level supervisor in the division will be asked to review the issue.
3. Repeat #2 for the next level supervisor as necessary, until the issue is resolved or is reviewed by the Division Director.
4. If the employee disagrees with the decision of the Director, request for review may be submitted in writing to the Division Director's supervisor, with a copy to the Director.
5. If the employee disagrees with the decision of the Director's Supervisor, the final step in this process is to submit a written request to the District Superintendent for a review of the matter.

In the event that internal issues resolution is not successful, the Organization shall have the right to advisory arbitration. The Organization and the BOCES will share the cost on a 50% basis each.

**L. NOTICE OF RETIREMENT**

PAO's shall submit notice of retirement 90 days in advance of the cessation of employment. This letter will be binding and presented to the BOCES Board for action.

If mutually agreed upon, this action could be rescinded upon approval of the District Superintendent and appropriate Board action.

***ARTICLE VI - WORKING CONDITIONS***

**A. VACATION**

1. Vacation shall be earned at the rate of 1.67 days per month up to 20 days per year, plus additional days for service to BOCES in any job, in accordance with the following schedule. All additional days compensation will be awarded on July 1, not the anniversary date of the employee.

- a) After completion of 5 years (and continuing through 10 years) of employment- 1 additional day will be awarded for a total of 21 days per year.
- b) After completion of 10 years (and continuing through 15 years) of employment-2 additional days will be awarded for a total of 22 per year.
- c) After completion of 15 years (and continuing through 20 years) of employment-3 additional days will be awarded for a total of 23 per year.

**ARTICLE VI - WORKING CONDITIONS (Continued)**

d) After completion of 20 years (and continuing through 25 years) of employment-4 additional days will be awarded for a total of 24 per year.

e) After completion of 25 years (and continuing thereafter) of employment-5 additional days will be awarded for a total of 25 per year.

2. Vacation begins to accrue in the month following Board appointment.
3. Vacation days may be used as earned.
4. When computing vacation days, time earned is rounded to the nearest half day.
5. As of June 30th each year, time will be computed for carryover or compensation. No more than 40 days may be carried over. After 40 days have been carried over, compensation at the daily rate shall be awarded for up to 10 days in excess of the 40. Time beyond 40+10 days will be assigned to the PAO Unit Sick Leave Bank.
6. Additional days awarded as in #1 above will be awarded on July 1st; which may allow an individual to have more than 40. However, these days and all others must be used by the following June 30th as noted in #5 above.
7. Employees who transfer from a position covered by another collective bargaining agreement to a position in the Program Associates Unit will carry accrued vacation with them to a new position.
8. Upon completion of employment, compensation will be awarded for unused vacation days at the daily rate of the employee at the time of leaving.
9. Employees shall have the right to request, and upon the approval of the appropriate administrator, be granted vacation time beyond their current accumulation. The District Superintendent has the discretionary authority to remove these individuals from the payroll for the requested time. Upon accumulation of sufficient vacation time to compensate for time used, the employee may be paid a salary adjustment for the days missed and the time will be charged against vacation.

**B. HOLIDAYS AND EARLY RELEASE ON DAYS PRIOR TO CERTAIN HOLIDAYS**

When a holiday falls on a Saturday, the holiday will be celebrated on the Friday immediately prior. When a holiday falls on a Sunday, the holiday will be celebrated on the Monday immediately following, unless otherwise determined by state or Federal law or practice. There will be ten (10) days recognized by the BOCES as paid holidays and they include:

1. Independence Day (plus one floating day, to be used by September 1)
2. Labor Day
3. Columbus Day
4. Veterans Day
5. Thanksgiving Day (early release the afternoon prior, plus the Friday following)\*
6. Christmas Day (plus the afternoon prior)\*

## **ARTICLE VI - WORKING CONDITIONS (Continued)**

7. New Year's Day (plus the afternoon prior)\*
8. Martin Luther King Day
9. President's Day
10. Memorial Day

\* The day preceding Thanksgiving will be shortened by 2 hours. The Friday following Thanksgiving is considered part of the paid holiday, and is not a work day. The work days immediately preceding Christmas and New Year's Day will be shortened by 4 hours. If Christmas and New Year's Day fall on Sunday or Monday, then the Friday prior to each holiday shall be the early release day.

It is recognized that varying schedules of our customers may require that we provide coverage in certain positions during these holiday periods. In such instances, the administration has the right to ensure that the division is appropriately staffed to provide continuation of the service. The employees affected will be given time off equivalent to that which is worked.

### **C. INCLEMENT WEATHER**

It is the intention and practice of BOCES to have all of its office's remain open every scheduled workday. Offices will be closed only on those days when the State Offices are closed because of inclement weather, except that no employee shall be charged with vacation or personal time if a declared state of emergency exists in the local office or school to which such employee is assigned.

In the event of inclement weather which forces the closing of his or her worksite, the employee will follow the process and procedures of the central office of the district or BOCES to which they are assigned on that workday.

The District Superintendent may authorize late report for work when he/she determines that weather conditions require. Should an employee anticipate tardiness or absence due to weather, this condition must be reported by telephone to the appropriate office as soon as possible. Should an employee report for work late, s/he will arrange with the appropriate Division Director to make up the lost time. The Division Director may assign the employee to work at an alternative work site. Employees who fail to report for work because of inclement weather conditions may make a request to the Division Director to have the day charged as a personal day or a vacation day. Employees who fail to get approval for either assignment to an alternative work site or use of a personal or vacation day will have their salary docked for the time absent from work.

### **D. TRAVEL EXPENSES**

Employees who use their own vehicle for assigned travel between facilities or schools on the same workday or on BOCES business will be reimbursed at the rate allowed by the Internal Revenue Service for the current tax year. Employees should submit reimbursement claims by the 4th Friday in June for mileage incurred through the 3rd Friday in June. Mileage incurred from the 3d Friday in June through June 30 must be submitted by July 1. Claims submitted after July 1 for the prior year will not be paid unless covered by grant funds. Notification of the specific dates will be sent to all employees with the first payroll in May each year.

**ARTICLE VI - WORKING CONDITIONS (Continued)**

BOCES will formulate and convene a committee, including representatives from the Organization, which will have the ongoing responsibility to develop and then annually update and distribute complete written travel guidelines to all employees. The first set of these guidelines will be distributed no later than four months from the ratification of this contract.

**E. JURY DUTY**

Employees will be entitled to leave with pay for such time as is necessary to perform required jury duty. Except for mileage reimbursement, any compensation received by the employee for performing such jury duty shall be remitted to BOCES. In order to qualify for this benefit, the employee must do the following:

1. Furnish a copy of the summons to the supervisor immediately upon receipt.
2. Furnish a court issued voucher documenting the dates and times of jury duty.
3. Furnish such other documentation as the Business Office may require.

**ARTICLE VII - LEAVES**

**A. SHORT TERM LEAVE**

Short term leave can be used for personal illness, personal business, bereavement, family illness, religious holidays or ordered military leave.

Each full-time person is entitled to 14 days of short term leave in the first year, plus additional days according to the schedule below to a maximum of 22 days per year. Ten month, eleven month, permanent part-time, and persons employed less than a full year are entitled to a prorated percentage of short term leave.

**TOTAL ENTITLEMENT**

<u>YEAR</u>	<u>10 MONTHS</u>	<u>11 MONTHS</u>	<u>12 MONTHS</u>
1	12	13	14
2	13	14.5	16
3	14	15.5	17
4	15	16.5	18
5	16	17.5	19
6	17	18.5	20
7	18	20	22

Unused short term leave is converted to accumulated sick leave (personal illness). There is no limit to the number, of sick days that can be accumulated.

## ***ARTICLE VII - LEAVES (Continued)***

### **1. PERSONAL ILLNESS**

Employees may take short term leave for personal illness up to the limit of current entitlement plus accumulated sick leave. When ill, absences are to be reported to the person's supervisor by calling the appropriate division office.

### **2. PERSONAL BUSINESS**

Employees may take up to three (3) days short term leave each year to transact personal business that cannot be done except during working hours. Application for use of a personal day must be made in writing three (3) working days in advance, if possible, and state the personal business to be transacted.

### **3. BEREAVEMENT DAYS**

Employees shall be eligible for up to ten (10) days leave per year with pay in the event of the death of the employee's spouse, child, parent, sibling, grandparent, grandchild, parent-in-law, son-in-law, sister-in-law, daughter-in-law, or brother-in-law. Each such day that is used for bereavement leave shall be charged against the employee's entitlement to short term leave.

### **4. FAMILY ILLNESS**

Employees may take up to their annual entitlement of short term leave each year to attend to members of their immediate family who are ill. Family illness leave may not be taken after an employee's annual entitlement to short term leave for the current year has been exhausted.

### **5. RELIGIOUS HOLIDAYS**

Employees may take up to three days short term leave each year for observing religious holidays. Application for use of leave for this purpose must be made three (3) days in advance and state the religious holiday to be observed. Religious holiday leave may not be taken after an employee's annual entitlement to short term leave for the current year has been exhausted.

### **6. ORDERED MILITARY LEAVE (OML)**

If OML exceeds, in a school year, the number of military leave days provided by statute and/or BOCES, an employee on such OML may utilize his/her accrued and unutilized short term leave to extend his/her paid leave.

## **B. PERSONAL INJURY**

Whenever a full-time employee is unable to perform his/her official duties, as a result of a personal injury caused by an accident during a conscientious effort to perform those duties, and it is determined that the employee is entitled to Worker's Compensation benefits, the employee will be continued at full salary reduced by the amount of Worker's Compensation benefits for a period equal to the number of days of sick leave that the employee has accumulated. Leave days used prior to the initial payment of Worker's Compensation benefits will be deducted from the employee's sick leave. No other deduction from the employee's sick leave shall be made. Within seven (7) days of the injury, the employee will submit the appropriate Worker's Compensation forms to the Deputy District Superintendent.

## *ARTICLE VII - LEAVES (Continued)*

### **C. ILLNESS OR INJURY LEAVE**

Illness or, injury leave without pay may be granted upon application to the District Superintendent for a period not to exceed two years beyond accumulated sick leave.

### **D. SICK LEAVE BANK**

A bank of sick days constituted from contributions of sick days from employees in order to make income assistance available to employees during illnesses will be established. The bank shall be administered by two trustees, one of whom shall be the President of the Organization or his/her designee and one of whom shall be the District Superintendent or his/her designee. It is understood that the employer has no liability or obligation under any circumstances to contribute sick leave days to this bank. The trustees will submit an annual report to the President and the District Superintendent.

Application for use of such sick leave days shall be made in writing to the trustees at least five (5) work days prior to the requested use. Such applications must be accompanied by a doctor's certificate certifying a medical disability, its nature and expected duration. The trustees may require, in addition, such a certification from a BOCES designated physician. It is the purpose of the bank to provide income assistance to an employee only for those days on which an employee would have earned salary.

The trustees shall consider the nature of the illness, the number of days available in the bank, the number of applicants approved and pending and such other criteria as in the sole and exclusive judgment of the trustees shall result in an equitable use of such bank consistent with its intent and purpose. It is necessary for use of sick leave days from the bank that an applicant shall have first exhausted all sick leave days otherwise available to such applicant.

The Sick Leave Bank will consist of the balance of days in the sick leave bank as of January 10, 1995 and those contributed by members of the bargaining unit at the rate of one (1) day per year whenever the bank falls below 75% of the number of employees in the bargaining unit or 120 days, whichever is greater.

All decisions of the trustees with respect to the administration of this bank or the application and interpretation of the provisions hereof shall be final and conclusive and not subject to review pursuant to Article V-K or by any other means.

Any income reimbursement paid or payable to an employee from any source other than BOCES attributable to disability and for which the sick leave days were used from the bank shall be paid over to BOCES to the extent that the BOCES has made expenditures for the use of such sick leave days from the bank. This rule does not apply to reimbursement from any private insurance the employee may have. Sick leave days shall be restored to the bank in the same ratio as the amount of disability income reimbursement paid to BOCES bears to the amount of sick leave benefits paid by BOCES from the bank.

*ARTICLE VII - LEAVES (Continued)*

**E. CHILD REARING LEAVE**

Child rearing leave without pay shall be granted upon application to the District Superintendent at least 60 days prior to the proposed effective date. Such leave shall be for a term of not more than two (2) years, shall conclude on a date to be determined by BOCES, and shall be available on two occasions.

The District Superintendent shall have the discretion to grant an extension or additional requests.

**F. EXTENDED PERSONAL LEAVE**

Employees shall be entitled to extended personal leave without pay on one occasion. The employee must list the reasons for such leave in a letter of request, addressed to the appropriate Division Director. Extended personal leaves will not be granted for the purpose of engaging in any business which is in competition with services which BOCES provides, has been requested to provide, or is planning to provide. The duration of such leave may be for a period of up to one year for employees with five years of service with BOCES, and up to two years for employees with a minimum of ten years of service with BOCES at the time the request for such leave is made. The termination of such leave shall be on a date determined by BOCES. The District Superintendent shall have the discretion to grant an extension or additional requests for such leave or to grant extended personal leave to employees with less than five years of service with BOCES.

An employee granted extended personal leave under this provision shall provide BOCES with not less than 90 days prior written notice of their decision to return to employment or to decline to return to employment, as the case may be. The 90 day notice period shall be measured from the date set for termination of the leave.

**G. SABBATICAL LEAVE**

To be eligible for sabbatical leave, an employee must be at least in his/her sixth year of service with BOCES at the time application is made. This application shall reflect a full-time course of study acceptable to the District Superintendent. Application shall be made no later than January 15th of the school year prior to the commencement of study. Sabbatical leave may be granted solely as a matter of discretion of the District Superintendent and the BOCES Board. There is no implied obligation on the part of the BOCES to grant any sabbatical leaves in any given year. The District Superintendent shall inform the employee of acceptance or rejection no later than March 15th of the year prior to the commencement of the sabbatical.

Approval of sabbatical leave shall be contingent upon written agreement to return upon termination of sabbatical leave for at least two (2) years of service. The obligation to repay the amount received in the event of the failure to return shall not apply in the event of the employee's death or permanent disability which prevents the employee from returning to work at BOCES. An employee on sabbatical shall receive one-half salary as determined from the salary schedule for that fiscal year.

## ***ARTICLE VII - LEAVES (Continued)***

### **H. CONSECUTIVE LEAVES**

Employees who have been granted Sabbatical Leave, Child Rearing Leave, or Extended Personal Leave shall not be entitled to additional leave for any of the above purposes until that employee has been returned to work for a period of not less than two (2) fiscal years. Two (2) periods of Child Rearing Leave may be taken consecutively. Other periods of consecutive leave may be granted at the discretion of the District Superintendent.

### **I. RETURN FROM LEAVE**

Any employee returning from leave, other than short term leave or a court appearance, shall give written notice to the District Superintendent at least sixty (60) days before the end of the scheduled leave, that he or she will return to work at the end of the leave period. In the event that the employee fails to provide such notice, BOCES may send written notice to the employee that the leave is ending, and that the employee must give written notice within two weeks that he or she will return to work at the end of the leave period. If the employee fails to respond in writing within two weeks, then the employee will be deemed to have abandoned his or her position. BOCES shall send such notice by certified mail, return receipt requested, to the employee's last known address. In the event that the certified notice is returned, the President of the Organization shall be notified, and the notice shall be sent to the employee by regular mail and the employee shall have two weeks to respond from the date the notice is sent by regular mail.

### **J. COMPENSATION FOR UNUSED SICK LEAVE**

Upon retirement at age 55 or older, an employee shall be entitled to compensation for  $\frac{1}{2}$  of the total number of sick leave days accumulated by the employee while in BOCES service. There is no cap on the number of days that may be accumulated. The daily rate shall be determined by dividing the salary of the year in which the retirement takes place by 260 (for the 12 month employees). Written notice of intention to retire and application for such compensation shall be made no later than January 15th preceding the school year in which the retirement becomes effective.

The employer shall take the compensation under this subsection and make annual non-elective contributions up to the Section 403(b) limitations to the employees' tax sheltered annuity benefit qualified under Internal Revenue Code Section 403(b), until such compensation is exhausted.

### **K. COURT APPEARANCE**

Employees shall be entitled to leave with pay to make a necessary appearance in a legal proceeding resulting from a conscientious attempt to perform their official duties.

***ARTICLE VIII - INSURANCE PROVISIONS***

**A. HEALTH INSURANCE**

After June 30, 2007, the New York State Health Insurance Plan (NYSHIP) Empire Plan will replace Blue Shield Option I for all PAO employees.

- 1. EMPLOYEES HIRED ON OR BEFORE JUNE 30, 1984
  - a. NYSHSIP Empire Plan

BOCES shall provide full individual or family coverage. BOCES shall pay 100 % of the total premium cost.

- b. NYSHSIP Empire Plan, Blue Health Now Flex Plan, Mohawk Valley Physicians Health Plan or Capital District Physicians Health Plan.

BOCES shall provide full individual or family coverage. BOCES shall pay 100% of the total premium cost.

- 2. EMPLOYEES HIRED AFTER JUNE 30, 1984
  - a. NYSHSIP Empire Plan

BOCES shall provide full individual or family coverage. BOCES shall pay 80% of the total premium cost with the employee paying the remaining 20%.

- b. NYSHSIP Empire Plan, Blue Health Now Flex Plan, Mohawk Valley Physicians Health Plan or Capital District Physicians Health Plan.

BOCES shall provide full individual or family coverage. BOCES shall pay 80% of the total premium cost with the employee paying the remaining 20%.

Employees hired after January 15, 1997, who earn at least \$2,000 per year on an annual salary basis, and who work less than .50 FTE, shall pay fifty percent (50%) of the appropriate premium for their medical insurance, as determined above.

**3. ENROLLMENT CRITERIA**

- a. A person appointed for a period of three (3) months or more is eligible to apply for health insurance enrollment immediately upon employment if;

- 1. The employee works a regular scheduled workweek of 20 hours or more; or
  - 2. The employee was hired prior to August 19, 2003 and is paid at least \$2,000 per year on an annual salary basis.

**ARTICLE VIII - INSURANCE PROVISIONS (Continued)**

b. For those who meet the enrollment criteria, the effective date of insurance eligibility shall be the starting date of regular appointment to a PAO position, unless the employee indicates coverage from another source. If the employee indicates another, the coverage's from the BOCES will be effective the 1st day of the month following the Board of Education appointment.

c. If an eligible employee declines Health Insurance at the time of initial employment, then there is a three (3) month waiting period for coverage to become effective. If an employee with individual coverage applies for Family coverage, there will be a three (3) month waiting period for Family coverage to become effective, unless this change is because of a newly acquired dependent (i.e. through marriage or birth of a child.) In such cases, Family coverage will become effective as of the date of the event (as long as the application is made within 30 days of the event).

**4. PRESCRIPTION COPAY**

Beginning with the 2007-2008 school year, for employees who select either MVP, CDPHP or HMO Community Blue, the employee copay for prescription coverage will be set at \$5.00 for generic drugs and \$10.00 for name brand drugs.

**B. DENTAL INSURANCE**

**1. COVERAGE**

BOCES shall provide and pay for individual and family premiums for a dental plan. Employees starting employment after July 1, 1977 shall share the costs for dental coverage on a 50-50 basis with BOCES. The plan currently has a coinsurance structure as follows, which may be changed over time by the carrier:

Type A -	Diagnostic and Preventative Services	100% coverage
Type B -	Restorative Services	80% coverage
Type C -	Prosthodontics	50% coverage
Type D -	Orthodontics	50% coverage

The lifetime maximum for orthodontics coverage will continue at \$1,000 for 2006-07 and 2007-08 and increase to \$1,500 for 2008-09, and thereafter.

**2. ENROLLMENT CRITERIA**

Coverage is available on an Individual or Family basis.

Any employee who declines Dental Insurance at the time of initial employment (or eligibility) will not be eligible for coverage until the time of the group's anniversary date, which is July 1 for twelve month employees and September 1 for ten month employees.

If an employee with Individual coverage applies for Family coverage, there will be a three (3) month waiting period for Family coverage to become effective unless this change is because of a newly acquired dependent (i.e. through marriage or the birth of a child). In such cases, Family coverage will become effective as of the date of the event as long as the application is made within 30 days of the event.

## ***ARTICLE VIII - INSURANCE PROVISIONS (Continued)***

### **C. VISION CARE**

The BOCES has Vision Care coverage for employees. The employee will pay the first \$50.00 of reasonable and customary charges in each year (deductible) through June 30, 2006. Effective 2007-08 vision care coverage for eligible PAO employees will consist of co-pays for eye exam coverage at \$10.00 and for eyewear at \$20.00. Co-pays may be changed over time by the carrier. Coverage is provided on a 24 month cycle. Employees hired after June 30, 1984 will share the cost of this benefit on an 80-20 basis, with BOCES paying 80% of the premium cost.

### **D. LONG TERM DISABILITY**

All employees who work at least 20 hours per week have a group Long Term Disability Insurance Policy. The basic benefit will be 60% of an employee's monthly salary to a maximum of \$5,000 per month. There will be a 90 day waiting period before the benefit becomes effective. The monthly benefits will be reduced by benefits paid under Social Security, Worker's Compensation and/or applicable New York State Retirement System. The annual premium for such a group policy is paid by BOCES.

### **E. LIFE INSURANCE**

Employees who work at least 20 hours per week receive a policy equal to two times their annual salary, with a maximum of \$200,000. For employees who retire officially from this BOCES, a \$50,000 policy will continue for two years beyond the date of retirement. The premium for this policy coverage is paid by the BOCES.

### **F. RETIREES HEALTH INSURANCE**

BOCES will pay the full cost of the NYSHIP Empire Health Insurance plan for employees who retire officially from this BOCES subsequent to June 30, 1974. Retirees may continue Family coverage by paying 50% of the difference in the Family premium and the Individual premium.

In addition, retirees are eligible to choose other coverage offered by the BOCES (MVP, CDPHP, BS Community Blue).

### **G. FLEXIBLE SPENDING ACCOUNT**

Employees may participate in a Flexible Benefit Plan in accordance with Section 125 of the Internal Revenue Service for purposes of health and dental insurance premium contributions, child and dependent care, and medical reimbursement expenses.

**ARTICLE. VIII-- INSURANCE PROVISIONS (Continued)**

**H. HEALTH INSURANCE COSTS**

The Administration will formulate and convene a committee to include representatives from the Organization which will have an ongoing responsibility to assist the Administration in monitoring trends and emerging opportunities in the health care industry and positioning the BOCES health care program(s) to take best advantage of these trends and opportunities to control costs while maintaining comprehensiveness and high quality.

**ARTICLE IX - COMPENSATION**

**A. SALARIES**

Salary ranges for employees are established by the Board of Education. No one shall be hired below the bottom of the range for the level assigned.

All personnel employed by BOCES as of June 30th of the current school year will receive the approved standard raise for the subsequent school year, beginning July 1.

**B. SALARY RANGES 2009-2010**

1. All unit members employed by BOCES as of June 30, 2009, will receive the following raises retroactive to July 1, 2009, applied to their 2008-2009 salary prorated by their FTE as of June 30, 2009, applied to their 2009-2010 salary.

LEVEL	INCREASE
1	\$1,204
2	\$1,349
3	\$1,647
4	\$1,916
5	\$2,324
6	\$2,850
7	\$2,953
8	\$2,994
9	\$0

2. Salary hiring ranges for the 2009-2010 school year will be adjusted as per table B1 Employees hired after June 30, 2009 whose salary is below the new minimum of their level will have their salary brought up to the new minimum of that level.

**ARTICLE IX - COMPENSATION (Continued)**

<b>B-1</b>					
<b>HIRING RANGES</b>					
<b>2009 - 2010</b>	<b>Minimum</b>	<b>25%</b>	<b>50%</b>	<b>75%</b>	<b>Maximum</b>
LEVEL 1 A	18,545	21,327	24,507	27,334	30,162
LEVEL 1	34,822	40,045	46,016	51,325	56,634
LEVEL 2	38,945	44,787	51,463	57,402	63,340
LEVEL 3	43,683	50,236	57,725	64,386	71,046
LEVEL 4	49,043	56,399	64,808	72,285	79,764
LEVEL 5	54,813	63,035	72,433	80,790	89,148
LEVEL 6	61,407	70,618	81,146	90,509	99,872
LEVEL 7	68,826	79,150	90,950	101,445	111,939
LEVEL 8	75,623	86,966	99,932	111,462	122,993
LEVEL 9	83,247	95,734	110,007	122,700	135,393

**C. SALARY RANGES 2010-2011**

1. All unit members employed by BOCES as of June 30, 2010, will receive the following raises applied to their 2009-2010 salary prorated by their FTE as of June 30, 2010, applied to their 2010-2011 salary.

LEVEL	INCREASE
1	\$1,245
2	\$1,395
3	\$1,703
4	\$1,982
5	\$2,403
6	\$2,941
7	\$3,047
8	\$3,090
9	\$0

2. Salary hiring ranges for the 2009-2010 school year will be adjusted as per table C1 Employees hired after June 30, 2009 whose salary is below the new minimum of their level will have their salary brought up to the new minimum of that level.

**ARTICLE IX - COMPENSATION (Continued)**

C-1					
HIRING RANGES					
2010 - 2011	Minimum	25%	50%	75%	Maximum
LEVEL 1 A	18,545	21,327	24,911	27,785	30,660
LEVEL 1	34,822	40,045	46,775	52,172	57,568
LEVEL 2	38,945	44,787	52,312	58,349	64,385
LEVEL 3	43,683	50,236	58,677	65,448	72,218
LEVEL 4	49,043	56,399	65,877	73,478	81,080
LEVEL 5	54,813	63,035	73,628	82,123	90,619
LEVEL 6	61,407	70,618	82,485	92,002	101,520
LEVEL 7	68,826	79,150	92,451	103,119	113,786
LEVEL 8	75,623	86,966	101,581	113,301	125,022
LEVEL 9	83,247	95,734	111,822	124,725	137,627

**D. PROMOTIONAL SALARY SETTING**

The starting salary associated with a promotional position is subject to discussion between the individual employee and the employer. Ultimately, the establishment of the starting salary shall be at the discretion of the BOCES.

**E. WORKDAY**

**1. EFFECTIVE JULY 1, 2007, FOR PAO MEMBERS IN LEVELS 1-4**

- a. The normal work day is 7 ½ hours from Monday through Friday.
- b. In the event a manager or supervising client requires an employee to work more than 8 ½ hours a day, all time beyond 8 ½ hours will be returned to the employee in the form of compensatory time on a one for one basis. That compensatory time may be utilized by the employee within *thirty* days of its accrual, with his or her supervisor's approval. In the event the supervisor denies utilization of the compensatory time within thirty days of its accrual, the employee will have an additional *thirty* day period in which to utilize that time. If the employee's supervisor declines the request to utilize the compensatory time within the second thirty day period, the employer will instead pay the employee the value of the time at 1 ½ times the employees' hourly rate of compensation.
- c. Available compensatory time must be utilized by the employee before vacation time is used
- d. There will be no carryover of compensatory time beyond sixty days from the day that it is earned.
- e. Absent- exigent circumstances, any hours worked on Saturday, Sunday, or holiday will only be by mutual agreement between the employee and his or her supervisor. The employee will receive one hour of compensatory time for every hour worked on a Saturday, Sunday, or holiday.

## ***ARTICLE IX - COMPENSATION (Continued)***

### **2. FOR PAO MEMBERS IN LEVELS 5-9**

- a. The work schedule should be established between employee and manager.
- b. If the employee's work schedule habitually requires excessive time it should be brought to the attention of the manager. If the employee does not have this situation rectified by their supervisor, the employee should bring this to the attention of the next level supervisor and division director for resolution.
- c. If it is necessary for an employee to work outside the normal agreed upon hours, an interim schedule may be implemented with prior approval of the manager.

### **F. LEVELS**

Variations in the qualifications required for the position and the duties and responsibilities of the position shall be used as a guideline by BOCES in making or adjusting level placements. Each job description for a position must, as a minimum, reflect all of the elements of each domain of responsibility for the level within which it is placed.

While a career ladder is encouraged, advancement through the levels is the prerogative of management, consistent with the obligations of New York State Civil Service Law.

Management retains the prerogative to offer salary increases, through the recognized bargaining agent, without level advancement for employees whose scope and depth of service has increased over time, but who may not qualify for level advancement.

The initial salary placement will not be bound by the top of the hiring range at each of the levels in Article IX B & C. Level placement is dependent upon performance of every element of each domain of responsibility. Salary/remuneration factors to be considered within a level will include the market value of the job responsibilities as outlined in the position description, and experience required for the position.

The initial steps of the job description and level placement will involve consultation involving the PAO President, the Division Director, and the Human Resources Director, or respective designees in their absence. The final decision regarding job description and level placement for posting purposes will be the responsibility of the Human Resources Director.

Current salary level placements are set out in Appendix C.

**ARTICLE IX-- COMPENSATION (Continued)**

Level Placement 1 Through 4  
Elements of Responsibility

<b>Domains of Responsibility</b>	<b><u>Level 1</u></b>	<b><u>Level 2</u></b>	<b><u>Level 3</u></b>	<b><u>Level 4</u></b>
<b>Scope of Expertise</b>	*	basic knowledge in one area (technician)	in-depth knowledge in one area (specialist)	in-depth knowledge in broad area (generalist)
<b>Level of product service &amp; support</b>	limited	responsible for single service with some independent decision making	responsible for single service with some independent decision making	responsible for 2-3 services with independent decision making
<b>Scope and depth of district/customer interaction</b>	limited	single level	multi-level	all
<b>Scope of assistance provided</b>	*	incidental training	planned training and/or consulting	planned and/or consulting
<b>Fiscal responsibility</b>	compliance	compliance	responds to specific inquiry	responds/generates
<b>Supervisory responsibility</b>	*	*	*	*
<b>Provides Leadership/Vision</b>	*			*
<b>Comprehensive accountability</b>	*	*	*	*
<b>Generates additional revenue &amp; new programs</b>		*	*	*
<b>Additional responsibility across divisions</b>	*			*

\* Not Mandatory

**ARTICLE IX - COMPENSATION (Continued)**

Level Placement 5 Through 8

Elements of Responsibility

<b>Domains of Responsibility</b>	<b><u>Level 5</u></b>	<b><u>Level 6</u></b>	<b><u>Level 7</u></b>	<b><u>Level 8</u></b>
<b>Scope of Expertise</b>	in-depth knowledge in broad area (generalist)	Generalist with specialties	same as level 6	same as level 7
<b>Level of product service &amp; support</b>	administers multiple programs and/or multiple services	same as level 5	same as level 6	same as level 7
<b>Scope and depth of district/customer interaction</b>	all			all
<b>Scope of assistance provided</b>	develops multiple programs and/or services	develops multiple programs and/or services	same as level 6 + works with the Dir in planning and decision making regarding the future direction of the division	same as level 7 + assists in a portion of the daily operations of the division
<b>Fiscal responsibility</b>	recommends budget to Director and monitors budget implementation	same as level 5	same as level 6	same as level 7
<b>Supervisory responsibility</b>	supervises and evaluates multiple personnel	same as level 5	same as level 6 + has responsibility for supervision of level 5 personnel	same as level 7 + has responsibility for supervision of SED certified staff and/or level 7 personnel
<b>Provides Leadership/Vision</b>	Collaborates in the design of services to be recommended to the Director	same as level 5	Responsible for the design of program and services to be recommended to the Director	same as level 7
<b>Comprehensive accountability</b>	*	acts as an occasional representative for the Director	Specific area representative for the Director	acts as the Director's representative in all areas
<b>Generates additional revenue &amp; new programs</b>	introduces the concept	develops key components	integrates ideas and controls resources	orchestrates the resources for roll-out
<b>Additional responsibility across divisions</b>	*	limited to service delivery	actively integrates program responsibilities	ensures that lower levels breathe life into the strategic plan

\* = Not Mandatory

## ***ARTICLE X- PROFESSIONAL IMPROVEMENT***

The purpose of professional improvement is to compensate employees enrolled in degree programs or courses that (1) are necessary for job improvement or (2) that clearly contribute to the BOCES operation or program(s).

Members of the unit are responsible for declaring their intent to participate in college courses no later than January 5 of the fiscal year prior to the year in which these courses would be taken. Requests to take courses, which are received later than January 5, may be approved at the discretion of the Division Director. Once intent is declared, each Division will budget an appropriate sum for reimbursement of acceptable tuition costs. Reimbursement is limited to a maximum of nine (9) credit hours per year.

Staff members may take courses at the college of their choice. Tuition reimbursement will not exceed 1.20 times the current UAAlbany graduate credit hour cost. The employee will bear the additional expense of enrolling at a more expensive institution. Reimbursement will require successful completion of the course, as defined by the institution.

In order to be eligible for reimbursement, the unit member must demonstrate that the degree sought or the course is directly related to current job responsibilities, or to planned changes in such responsibilities that are mutually agreed upon by both the unit member and his/her supervisor.

### **CONTINUED EMPLOYMENT**

Beginning with the 2002-2003 school year, in the event that an employee voluntarily leaves the employ of BOLES, or is discharged for cause after serious moral turpitude, within twelve (12) months after the completion of a course, the following reimbursement schedule will be applied:

Within 3 months of completion	100%
More than 3 months but less than 6 months	75%
More than 6 months but less than 9 months	50%
More than 9 months up to 12 months	25%

The completion of each course will be determined based upon the scheduled date of the final for that course. If there is no final then the date of the last class meeting will be used.

Tuition reimbursement money that is to be returned to BOCES may be withheld from the employee's last paycheck.

***ARTICLE X- PROFESSIONAL IMPROVEMENT (Continued)***

**PROCEDURE**

1. Employee advises the Division Director through the appropriate Supervisor of the intent to pursue course work by January 5 on the designated form (Appendix B-1).
2. Prior to the start date of the course (please allow two months), the employee submits the required form (Appendix B-2) to the Division Director through the appropriate Supervisor.
3. Division Director submits the completed form (Appendix B-2) with recommendations to the District Superintendent.
4. District Superintendent approves or disapproves and returns the form to the Division Director.
5. Employee receives copy from Division Director and the Division maintains original.
6. Division prepares a purchase order for the approved amount.
7. Upon successful completion of the course, the employee completes the form, attaches copies of the transcript(s) and tuition receipt(s) and submits to the Division Director.
8. Director processes the purchase order for payment with copies of the transcript(s) and tuition receipt(s) attached.
9. The Business Office pays the employee accordingly and sends a copy of the completed form and transcript(s) to the Human Services Office for filing.

***ARTICLE XI -- DURATION***

This agreement shall become effective July 1, 2009 and terminate on June 30, 2011.

This agreement contains all of the provisions upon between the parties and may not be amended or changed except in writing signed by the parties.

**ARTICLE XII -- LEGISLATIVE AUTHORITY**

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

**ALBANY-SCHOHARIE-SCHENECTADY-SARATOGA  
PROGRAM ASSOCIATES ORGANIZATION**

Date: 9-02-09 By:   
**PAO President**

**BOARD OF COOPERATIVE EDUCATIONAL  
SERVICES OF ALBANY-SCHOHARIE-  
SCHENECTADY-SARATOGA COUNTIES**

Date: 9-2-09 By:   
**BOCES District Superintendent**

## ***APPENDIX A PERFORMANCE REVIEW PROCESS***

### ORGANIZATIONAL VALUES CRITERIA

The criteria listed below are derived from and expand upon the philosophy of BOCES as a means of reviewing and discussing each employee's professional performance in carrying out his/her position responsibilities.

\* Emphasis on cooperation among people

- Demonstrates the desire and ability to work cooperatively with colleagues and customers.
- Effectively balances a concern for task completion with a concern for others.
- Recognizes and respects individual differences through the promotion of sex, race, age, and class equity as well as the equitable treatment of disabled persons.
- Manages/participates in cooperative planning for organizational improvement and/or improved service delivery.
- Manages/participates in cooperative solutions to problems.

\* Emphasis on individual and professional growth

- Demonstrates the ability to develop the qualities of leadership in others.
- Provides/accepts opportunities for professional growth.
- Seeks to identify areas for self-improvement and develops and implements plans to effect change in these areas.
- Adapts to changing conditions and circumstances within the BOCES and customer organizations.

\* Commitment to quality services, including a commitment to risk-taking experimentation and growth

- Takes initiative in identifying and facilitating changes which will improve the quality of services provided or the functioning of the organization.
- Demonstrates/accepts appropriate risk-taking and experimentation aimed at the improvement of services provided or the functioning of the organization.
- Listens to customers and their needs and communicates these needs to the organization.
- Demonstrates critical thinking skills which lead to patterns of sound judgment.
- Communicates thoughts and ideas clearly and succinctly to others through oral and written expression.

\* Commitment to the maintenance of a satisfying work atmosphere

- Treats each member of the organization as an important colleague through recognition and respect for accomplishments, knowledge and skills.
- Maintains open and active communication with all colleagues.
- Recognizes human dignity and the feelings of others.
- Exercises discretion while working with customers and colleagues.
- Accepts/Utilizes successes, mistakes and problems encountered as basis for self and organizational improvement.

# PROGRAM ASSOCIATES ORGANIZATION PERFORMANCE REVIEW PROCESS

## Introduction

It is important: that each employee knows how his/her supervisor views progress and ability to perform on the job. This form establishes that dialogue and its value comes from the discussion of the information in the light of the coaching process rather than an employee interpreting it on his/her own. This review must be discussed and a dialogue opened.

## For the employee

Your, review should be constructive in nature and have a balanced dialogue concerning your progress in relation to performance standards. If you and your supervisor have different perceptions concerning your performance or standards, support your view with appropriate data and be sure you have a clear understanding of your supervisor's expectations by listening well and asking questions. This process is meant to be a dialogue to reach mutually agreed upon standards, and the coaching process should allow you and your supervisor to develop plans to meet the agreed upon expectations.

## For the supervisor

Establish a climate of trust and open communication. Explain levels of performance and criteria for performance review. Recognize accomplishments. Provide employee with flexibility and choice whenever possible. Encourage employee's comments and listen carefully. Remember that the purpose of the dialogue is for you, as coach, to help find ways for the employee to meet expectations within a framework of realistic planning for improvement. Above all, be honest.

## Performance Standards

The performance review process recognizes two types of performance standards: quality standards and developmental standards. Quality standards are developed from each employee's job description as a means of assessing the satisfactory achievement of basic responsibilities. Developmental standards are enhancement, improvement, or growth activities jointly selected by the employee and his/her supervisor. Both quality and developmental standards may be revised during the course of the performance review process as the result of changing job requirements.

## Performance Rating Scale

This scale is only a guide to help you assess performance. The criteria are-meant to be for guidance only:  
E = excellent; S = satisfactory; N = needs improvement; U = unsatisfactory.

- **Excellent** - Performance exceeds expectations.
- **Satisfactory** - Performs responsibilities in a fully satisfactory manner; meets all expectations.
- **Needs Improvement** - Performance meets some expectations of job; improvements are needed.
- **Unsatisfactory** - Current performance is clearly unacceptable.

APPENDIX A

PAO PERFORMANCE  
REVIEW PROCESS

Name: \_\_\_\_\_ Division: \_\_\_\_\_  
Position: \_\_\_\_\_ Level: \_\_\_\_\_  
Date: \_\_\_\_\_

This process was created as a means for PAO employees and their supervisors to assess performance on the job in relation to organizational values, standards of quality performance as determined by the employees and their supervisors, and specific targets or standards for professional growth. This document should be used to summarize a constructive, on-going dialogue of continuous improvement between the employee and the supervisor.

Note: Please attached a copy of the employee's job description, performance standards, and related goals and objectives, as well as any other appropriate documentation (i.e. award certificate) to this appraisal form.

I. Performance Standards - please comment on progress below	Mid Rating	Final Rating
A. Quality Standards:		
Q.1 _____	_____	_____
_____		
_____		
Q.2 _____	_____	_____
_____		
_____		

	<b>Mid Rating</b>	<b>Final Rating</b>
Q.3 _____ _____ _____	_____	_____

**BOCES MISSION**

The BOCES mission is to provide leadership, programs, and services to assist school districts in meeting the needs of their communities more completely, effectively and efficiently through quality planning and actions. (Adopted by the Board of Cooperative Education Services 9/16/96.)

Quality Standards (continued)

Q.4 _____ _____ _____	_____	_____
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B. Developmental Standards:

D.1 _____ _____ _____	_____	_____
-----------------------------	-------	-------

D.2 _____ _____ _____	_____	_____
-----------------------------	-------	-------

- |  |
|--|
| <ul style="list-style-type: none"> <li>* Cooperation among people</li> <li>* Individual and professional growth</li> <li>* Commitment to quality services, including risk-taking, experimentation and growth</li> <li>* Commitment to the maintenance of a satisfying work atmosphere</li> </ul> |
|--|

C. Is performance consistent with the organizational values? Comment below:

**II. Summary Comments:**

By supervisor:

By employee:

**Signed: Mid:** \_\_\_\_\_  
                   Employee\*                   Date                                   Supervisor                                   Date

**Final:** \_\_\_\_\_  
                   Employee\*                   Date                                   Supervisor                                   Date

\*Signature denotes that I have reviewed this form and discussed this with my supervisor, but does not necessarily indicate my agreement with its contents.

Revised: 5/29/97

**APPENDIX B-1 INTENT TO SEEK REIMBURSEMENT FOR TUITION COSTS**

(Due to the Division Director no later than January 5)

Pursuant, to ARTICLE X - Professional Improvement, it is my intent to pursue taking a college course(s) during the next school year. It is my desire to take a course(s) that is directly related to current job responsibilities or planned changes in- such responsibilities, and that will clearly contribute to the BOCES operation or program(s).

I will submit on the required form (Appendix B-2), the necessary information prior to the start date for the course(s) (Please allow two months).

NAME \_\_\_\_\_ DIVISION \_\_\_\_\_ DATE \_\_\_\_\_

Number of credit hours anticipated taking at this time:  
(Maximum of 9 per year)

**APPENDIX B-2 APPLICATION AND RECORD FOR TUITION COSTS REIMBURSEMENT**

Name: \_\_\_\_\_ Division: \_\_\_\_\_ Date: \_\_\_\_\_

The purpose of tuition cost reimbursement is to compensate employees enrolled in degree programs or courses that (1) are necessary for job improvement or (2) that clearly contribute to the BOCES operation or program(s). It is not to be used for personal growth unless it is directly related to the objectives of the BOCES.

1. In accordance with PAO Article X - Professional Improvement, I am requesting approval to  
 enroll in the degree program *or*  take the course(s) listed:

Degree Program: \_\_\_\_\_  Check if previously approved

College or University: \_\_\_\_\_

Course Title: \_\_\_\_\_

Cost: \_\_\_\_\_ Course #: \_\_\_\_\_ Dates: \_\_\_\_\_

Course Title: \_\_\_\_\_

Cost: \_\_\_\_\_ Course #: \_\_\_\_\_ Dates: \_\_\_\_\_

2. Purpose for enrolling in degree program or taking course(s). Attach a copy of the degree program or course description(s).

\_\_\_\_\_

\_\_\_\_\_

3. How will this activity benefit the classroom/division/BOCES? (Use additional sheets if necessary.) (Skip if degree program was previously approved.)

\_\_\_\_\_

\_\_\_\_\_

4. Approval Routing:	Approved/Not Approved*	Signature	Date
Supervisor(if appropriate)	_____	_____	_____
Director	_____	_____	_____
District Supt.	_____	_____	_____

\*If not approved, explain: \_\_\_\_\_

**Request For Payment Section**

I certify that the attached receipt(s) and transcript(s) represent actual costs for the course(s) taken as approved. In the event that part or all of my tuition reimbursement must be returned to BOCES under Article X, I authorize BOCES to withhold the amount to be returned from my last paycheck.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Request for payment must be accompanied by all receipts, transcripts and a purchase order payable to the applicant for the amount due.

## *APPENDIX C LEVEL PLACEMENT*

<b>Level</b>	<b>Position Title</b>
9	No Positions at this Level
8	Associate Director Principal-CTE Principal-Adult Education Principal-Special Education
7	Assistant- Director-Systems Operation Assistant Director-Coordination and Library Services Director of Technology Supervisor-Instructional Resources
6	Assistant Principal Clinical Coordinator – CAPIT Coordinator-Statewide Activities for State Improvement Grant Data Processing Operations Supervisor Managing Program Coordinator II - (Administrative Services) Managing Program Coordinator II - (E-Learning Technologies) Managing Program Coordinator II - (Financial Services) Managing Program Coordinator II - (Network Services) Program Coordinator (Business, Health, Safety, Risk) Purchasing Agent State Improvement Grant Supervisor-Health Careers and Services Testing and Reporting Administrator
5	Coordinator-Bilingual Special Education Services Coordinator-CIMS Coordinator-Professional Development Coordinator-Reading and Literacy Services Managing Program Coordinator I - (Admin Services) Managing Program Coordinator I - (Financial Services) Managing Program Coordinator I - (Health, Safety, Risk) Managing Program Coordinator I - (Instructional Services) Managing Program Coordinator I - (Network Services) Program Manager I (Communications Service) Supervising Computer Programmer

- 4
  - Administrative Assistant II
  - Applications Developer (BOCES)
  - Coordinator-Records Management
  - Instructional Research and Data Analysis Specialist
  - Operations Control Manager
  - Program Coordinator II - (Administrative Services)
  - Program Coordinator II - (E-Learning Technologies)
  - Program Coordinator II - (Financial Services)
  - Program Coordinator II - (Instructional Services)
  - Senior Network and Systems Technician (BOCES)
  - Systems Programmer II
  
- 3
  - Administrative Assistant I
  - Coordinator-Assistive Technology
  - Coordinator-Records Management
  - Graphic Artist
  - Network and Systems Technician (BOCES)
  - Program Coordinator (CSHW)
  - Program Coordinator I - (Administrative Services)
  - Program Coordinator I - (E-Learning Technologies)
  - Program Coordinator I - (Financial Services)
  - Program Coordinator I - (Health, Safety and Risk)
  - Program Coordinator I - (Instructional Services)
  - Program Coordinator I - (SAA)
  - Public Information Specialist
  - Senior Computer Programmer
  - Website Developer (BOCES)
  
- 2
  - Administrative Aide
  - Help Desk Technician (BOCES)
  - Systems Programmer
  
- 1
  - Administrative Aide Trainee

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