Title: Oneida, Herkimer and Madison County Board of Cooperative Educational Services (BOCES) and Board of Cooperative Educational Services (BOCES) Teachers Association (2009) (MOA)

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Union: Board of Cooperative Educational Services (BOCES) Teachers Association

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For additional information on the ILR School - http://www.ilr.cornell.edu/
Agreement

between the
District Superintendent of Schools
as Executive Officer of the
Board of Cooperative Educational Services
of the Sole Supervisory District of
Oneida, Herkimer, and Madison Counties
and the BOCES Teachers' Association
from July 1, 2009 - June 30, 2010
AGREEMENT

Between the

DISTRICT SUPERINTENDENT OF SCHOOLS

as

EXECUTIVE OFFICER

of the

BOARD OF COOPERATIVE EDUCATIONAL SERVICES

of the

SOLE SUPERVISORY DISTRICT

of

ONEIDA, HERKIMER AND MADISON COUNTIES

and the

BOCES TEACHERS' ASSOCIATION

from

JULY 1, 2009 – JUNE 30, 2010
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PREAMBLE

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (the Public Employees’ Fair Employment Act) and all the amendments thereto, to encourage and increase effective and harmonious working relationships between the Board of Cooperative Educational Services of the Sole Supervisory District of Oneida, Herkimer and Madison counties (hereinafter referred to as the "Board") and its professional and paraprofessional employees represented by the BOCES Teachers' Association (hereinafter referred to as the "Association"),

THIS AGREEMENT IS MADE AND ENTERED INTO on this first day of July, 2009 by and between the District Superintendent and the Association.
ARTICLE I
GRIEVANCE PROCEDURES

Section 1 - Declaration of Purpose

The establishment of a harmonious and cooperative relationship between the Board of Education and its employees 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 alleged grievances of unit employees through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board of Education (hereinafter sometimes referred to as the Board) and its unit employees are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

Section 2 - Definitions

Grievance shall be defined as alleged violation of this agreement or any dispute with respect to its meaning or application.

The term Supervisor shall mean any building administrator or immediate supervisor responsible for the area in which an alleged grievance arises except for the District Superintendent of Schools.

Aggrieved party shall mean any person or group of persons in the negotiating unit or its designated representative who shall file a grievance.

Professional Practices Committee is the Committee created by the BOCES Teachers' Association. This committee shall have the right to participate in all grievance procedures.

Section 3 - Basic Principles

All grievances shall be submitted on the enclosed form. The parties to this agreement agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning the alleged grievance.

The parties to a grievance procedure shall have the right at all stages of a grievance to confront, examine and cross-examine all witnesses called, to testify and to call witnesses on their 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.

The District Superintendent shall have the attached grievance form (page #6) printed and distributed so as to facilitate operation of the grievance procedure.
All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

Section 4 - Time Limits

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.

No written grievance will be entertained unless as described below and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within sixty (60) working days after the unit employee knew or should have known of the act or condition on which the grievance is based.

Section 5 - Procedures

Step 1 Supervisor

A unit employee having a complaint will discuss it with his/her supervisor, either directly or through a representative, with the complainant present, with the objective of resolving the matter informally. Decisions of the supervisor will be made on the basis of these discussions or materials presented at these meetings.

a) If the complaint is not resolved informally, it should be reduced to writing and presented to the supervisor as a grievance on the form so provided. Within two (2) working days after the written grievance is presented to him/her, the supervisor shall render a decision in writing and present it to the unit employee or his/her representative.

Step 2 District Superintendent of Schools

a) If the unit employee initiating the grievance is not satisfied with the written decision at the conclusion of Step 1 and wishes to proceed further under this grievance procedure, the employee shall, within five (5) working days, file a written appeal of the decision at Step 1 with the District Superintendent. Copies of the written decision at Step 1 shall be submitted with the appeal.

b) Within five (5) working days after receipt of the appeal, the District Superintendent, or duly authorized representative, shall hold a hearing with the unit employee or his/her representative and all other parties in interest.

c) The District Superintendent shall render a decision in writing to the unit employee and/or his/her representative within five (5) working days after the conclusion of the hearing.
Step 3  Arbitration

a) Within fifteen (15) days of the decision at Step 2, (or, if no decision is forthcoming within fifteen (15) days of the date when such decision was due) if the Association is not satisfied with said decision, it may request a list of arbitrators from the American Arbitration Association. A copy of such request will be sent to the District Superintendent. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

b) The selected arbitrator will hear the matter promptly and will issue his/her decision not later than fourteen (14) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date of the final statements and proofs are submitted to him/her. The arbitrator’s decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues.

c) The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The arbitrator may interpret this agreement and apply it to the particular case submitted to him/her, but he/she shall have no authority to add to, subtract from, or in any way modify the terms of this agreement.

d) The decision of the arbitrator shall be binding to all parties.

e) The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the grievant(s). Any other expenses incurred in the proceeding, such as official transcripts or minutes, shall be borne by the party so incurring them. Unit employees who are called as witnesses shall not lose pay or benefits provided time spent in the proceeding falls within their normal working day. It is not intended that persons attend hearings who are not directly involved in the grievance nor that the arbitration procedure be abused in any way.
GRIEVANCE FORM

Name of Aggrieved ___________________________ Grievance No. ____________

Building ___________________________ Instructional Assignment ______________________

Person(s) Responsible for Alleged Grievance

________________________________________

________________________________________

________________________________________ Date Filed _________________

Date of Alleged Grievance ______________________

Has an attempt been made to resolve the grievance with the appropriate supervisor?

□ (YES) □ (NO)

Provisions of the Agreement allegedly violated:

________________________________________________________________________

Summary of Grievance:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Redress Sought:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

SIGNED: ________________________ SIGNED: ______________________

(Aggrieved) (For the Association if applicable)

Reply:

________________________________________________________________________

________________________________________________________________________

Date: ________________________ Date: ______________________
ARTICLE II
LEAVES

Section 1 - Sick Leave

1. All professional staff members shall be allowed sick leave for personal illness at the rate of twelve (12) days per year during the period of their employment, with full compensation for each day used. Part-time professional staff members shall be allowed the same sick leave benefit on a prorated basis.

2. The full amount of sick leave which will be earned during the term of the professional staff member’s contract shall be made available to him/her on the first day of his/her employment.

3. No maximum limit shall be placed on the number of unused days a unit employee can accumulate.

4. Absences for sick leave shall be limited to personal illness except as noted under family leave.

5. LPN instructors working beyond their ten month employment period during summer session will not accrue sick leave but may draw upon their sick leave accumulation.

Section 2 - Personal Leave

1. Personal leave is leave with pay for personal business, including, but not limited to, legal, financial, religious or emergency situations, which must be dealt with during normal working hours.

2. All full-time unit employees shall be allowed up to three (3) days each year for personal leave.

3. Personal leave days will not be cumulative except that up to three (3) personal leave days which are unused at the end of the school year will be credited toward the unit employee’s accumulated sick leave days at the beginning of the next school year.

4. Requests for personal leave days will be made to the District Superintendent, or his/her appointed representative, three (3) working days in advance of the scheduled absence on forms provided for this purpose. One of the three days may be taken without reason being given but is subject to the same three day advance notice requirement. It is realized that emergency situations do arise which do not allow for such advance notice; in such cases, personal leave may be granted after the fact. The request form shall normally be returned to the unit employee within one (1) calendar week of its receipt by the teacher’s immediate supervisor except in unusual circumstances.
5. Personal leave days are not intended to be used on Mondays or Fridays by unit employees who wish to extend their weekend; personal leave days are not intended for use immediately prior to, or immediately following a holiday period in order to extend the holiday for an employee; personal leave days are not intended to provide employees with a method of being absent without a legitimate reason. These limitations apply to all personal days but in the case of the personal day not requiring a reason, the burden of proof to denial is on the employer.

6. Employees who use personal leave days for other purposes, other than those intended in the spirit of this agreement, shall be subject to loss of pay for days absent.

Section 3 - Family Leave

1. All full-time unit employees shall be allowed up to five (5) days or the equivalent each year for family leave.

2. Family leave will not be cumulative except that family leave days which are unused at the end of the school year will be credited toward the unit employee's accumulated sick leave days at the beginning of the next year up to a maximum of two (2) such unused days.

3. Family leave may be used for family illness or death.
   a) Family shall include mother, father, brother, sister, spouse, children, and grandparents.
   b) Family does not exclude in-laws or others. Personal circumstances shall warrant family leave for those not covered in 3 a.

4. If all five (5) days of family leave are used in any one (1) year, an additional number of days may be used for family illness or death if approved by the District Superintendent of Schools. This leave may be charged against sick leave.

Section 4 - Notification and General Rules

1. Each full-time unit employee will be notified at the beginning of the school year of how many days of sick leave have been used and/or accumulated.

2. The BOCES Teachers' Association will be notified on or before October 1 of each school year, of the exact number of full-time employees reporting for work on the opening of school.

3. The Board reserves the right to demand and have the unit employee produce a written statement from his or her attending physician that the illness was of such a nature as to cause the patient to lose time from work.
4. When other categories of leave are not available or applicable, additional days may be granted by the Superintendent for unavoidable circumstances involving personal hardship which require an employee's direct attention and which are not subject to the employee's choice or control.

5. Paid leave days may be granted in partial units at the discretion of the administration.

Section 5 - Visiting Days

1. Any BOCES teacher may apply for a maximum of two (2) days to visit another school program, shop, business or industry during the school year. Application is on a conference form and approved in the same manner.

Section 6 - Leaves of Absence

1. A tenured teacher may request in writing to the District Superintendent a leave of absence without pay or benefits for a period of up to one (1) year. Such request must be made thirty (30) calendar days prior to the commencement of such leave and must contain the reason for the leave and the leave period. Whenever possible, leaves should begin and end at semester breaks. Such request will be given due consideration and may be granted upon the recommendation of the District Superintendent. If granted such leave, the teacher must keep the District office informed of his/her current address while on leave. At least sixty (60) calendar days prior to the expiration of the leave, the District office will contact the teacher by registered mail (return receipt requested) to ascertain if the teacher intends to return at the leave expiration. The teacher must immediately reply in writing but in no event later than five (5) calendar days after receipt of the District's letter, declaring such intention. If no reply is received by the District office within this time limit, the teacher may be considered to have resigned the position and the District may then proceed to vacate the position pursuant to law.

2. Seniority and salary schedule credit will not accumulate during the leave period, and upon return the teacher will be placed in the same position held at the commencement of the leave provided such position has not been eliminated and further provided the teacher has the required seniority.

3. During the period of leave, the teacher's health insurance may be kept in force providing the full premium is paid by the teacher.

4. While the intent of the leave of absence is to benefit a tenured teacher, special consideration, under these same provisions, may also be granted nontenure teachers at the discretion of the District Superintendent.

Section 7 - Association Rights

1. The Association will be granted up to a total of twelve (12) days annually, without loss of pay or benefit, for representatives to attend conferences and/or conventions, for
lobbying purposes or such other necessary Association business. At least five (5) school days' written notice with reasons to the District Superintendent must be given prior to the requested absence except in emergency situations when the number of days' notice may be reduced.

2. The Association President or his/her designated representative will be allowed to use lunch periods, free periods, or unassigned time for the purpose of conducting Association business provided there is no interference with classroom or other duties by either the contacting party or party contacted. Prior permission to leave must be granted by the immediate Supervisors and such permission shall be granted within reason. Upon entering any school building for such purpose, the building administrator must be contacted and normal visitor check-in procedures followed.

3. Such time so provided in paragraph #1 above shall be without loss of pay but the District will not be responsible for any expenses which might be incurred.

4. The Association will be given copies of any public information originated by BOCES as may be deemed necessary for the purpose of carrying on negotiations between the parties.

Section 8 - Child Care Leave

1. Child care leaves may be requested by mother or father after childbirth or adoption. If an unpaid child care leave follows the mother's childbirth, it shall begin on the date that the physician certifies that the period of disability has ended, or when the employee's paid sick leave is exhausted, whichever occurs first. If the leave does not immediately follow disability because of childbirth, it shall begin on a date agreed upon between the district and the employee who requests the leave.

2. Up to two (2) years will be granted as unpaid leave for child care. (For purposes of this section, the date when an adopted child comes under the care of the employee shall be operative in determining eligibility for child care leave.) All other aspects of this leave shall be in accord with Section 7 above.

3. Should the Supreme Court rule that sick leave payments during this leave are not required, the reference to same should be deleted.

Section 9 - Sick Leave Bank

The purpose of the sick leave bank is to provide additional sick leave. It is not intended to cover short-term absences.

1. All full-time unit members covered by this contract will contribute one (1) accumulated sick leave day to the bank. Part-time staff members covered by this contract will contribute one (1) accumulated sick leave day prorated. The District will contribute the number of days required to match the total contribution of the staff.
2. Any unit member who has exhausted his/her accumulated sick leave and who is unable to return to work may apply for use of additional days from the sick leave bank under the following conditions:

   a. Five (5) days of absence must occur following the exhaustion of accumulated sick leave before the unit member shall be eligible to draw upon days from the bank.

   b. Application must be made in writing to the District Superintendent of Schools for use of days from the bank and such application must be accompanied by a doctor's statement certifying the nature of the illness or injury. Application must be received by the District Superintendent prior to the granting of any days from the Bank.

   c. If a unit member is granted use of days from the bank, he/she must submit a bi-weekly doctor’s statement to the District Superintendent indicating that the disability is continuing and that treatment is being provided. This requirement may be waived by the District Superintendent.

   d. Disabilities excluded from application for bank use are: disabilities covered by Workmen's Compensation.

   e. Any days granted from the bank shall in no event exceed, per illness or injury per person per year, ten (10) days for unit members in their first year of employment, twenty (20) days for unit members in their second year of employment, thirty (30) days for unit members in their third year of employment and one hundred (100) days thereafter.

3. The Bank will be replenished when it is reduced to zero (0) days by equal contribution by both parties, but no more than once annually.

4. If a question arises as to whether or not the person is able to return to work, the District Superintendent may consult a physician employed by the Board whose decision will be final. This decision cannot be grieved.

**Section 10 - On the Job Injury**

1. In the case of an on the job injury or in a student contact accident not caused by serious negligence on the part of the employee, up to ten (10) days full salary will be paid without deduction from sick or personal leave (thirty (30) days if a student contact accident).

2. If Worker's Compensation is paid, these days will be prorated so that the employee will receive full salary resulting from the combination of the compensation payment plus the prorated days.
3. Once these days are exhausted, accumulated leave will then be used, again prorated if compensation is still being paid.

4. The above is subject to the provision of Section 4.3.

ARTICLE III
WORKING CONDITIONS

Section 1 - Teachers

A teacher on special assignment is one who is assigned other than classroom responsibilities. Such teachers will have a work week/year commensurate with the regular teachers' week/year and any additional work time beyond those limits will be compensated at a rate of pay based prorata on the teacher's regular salary.

Section 2 - Teaching Assistants

A teaching assistant on special assignment is one who, rather than working directly under the supervision of a teacher in a classroom setting, is responsible for a special program or some aspect thereof.

Section 3 - Working Day

1. All unit members who provide services to school districts in school district buildings shall follow the regulations pertaining to reporting and dismissal time for teachers in the schools to which they are assigned unless prior arrangements are made by BOCES administration and the school district administration.

2. Faculty meetings at BOCES shall be reasonable in length and frequency.

   * Also refer to Section 10 Calendar items (2) and (3), related to the scheduling of the school calendar.

Section 4 - Teaching Load

1. Itinerant classroom teachers shall not be required to teach more than six (6) periods per day or more than thirty (30) periods per five day week unless agreed to by prior arrangement with the concerned teacher.

2. Teachers teaching more than six (6) periods per day per year will be compensated at the rate of ten (10) percent of step one of the salary schedule for each period they teach over six on an annual basis. Teachers teaching six and one half (6-1/2) periods, or other unusual amounts, will be compensated pro-rata.

3. Itinerant personnel of the bargaining unit will be required to perform only their pro-rata share of such extra duties as hall duty, bus duty, homerooms, etc., based on the percentage of time spent in that school.
4. Unit members who are assigned by BOCES to defined duties beyond the normal workday will be compensated at an hourly rate based pro rata on the employee's annual salary.

5. No member of the bargaining unit shall be dismissed except for just cause.

Section 5 - Lunch Periods

1. All itinerant personnel will be provided with one half (1/2) hour lunch period free from travel, assignments and/or other duties unless otherwise agreed to by prior arrangement with the concerned itinerant personnel, BOCES administration and administration of schools involved.

All other teachers shall have a one half (1/2) hour lunch period unless otherwise arranged.

Section 6 - Substitutes

1. An attempt will be made to hire a reasonably qualified substitute whenever a regular teacher is absent in order that pupils may not lose valuable instruction time.

Section 7 - Posting of Vacancies

1. All professional vacancies shall be posted in the BOCES Education Centers and the administration building and a copy sent to the Association President as soon as job descriptions are made public.

2. The District Superintendent, as a member of the BOCES consortium policy board, shall facilitate a process to post BOCES consortium continuing education positions in the Career Technology Education Center.

3. The Board agrees to notify the Association President of the names and positions of newly hired unit employees at the time of hire.

4. Any teaching assistant, who is interested in a change of assignment for a following school year, may submit a notice of interest by May 15th to the Supervisor of Human Resources. Such notice should specify the type of assignment desired.

Section 8 - Staff Evaluations

1. The District Superintendent will arrange for inservice training programs to meet special needs of teachers which will provide improved instruction for the pupils.

2. All probationary teachers shall receive at least one (1) observation each year followed by a written evaluation and/or interview with a supervisor.
Section 9 - Employee Rights

1. Unit employees shall be given copies of all post employment documents placed in their personnel files. Unit employees shall have the right to review their personnel files, make copies of the documents contained in the files and attach comments to any documents in the files.

Section 10 - Calendar

1. Prior to the development of a new BOCES calendar, the District Superintendent will meet with an advisory committee of the Association (with a maximum of five (5) members) upon their request in order to obtain any input or advice regarding the calendar which the Association may wish to bring to the District Superintendent's attention.

2. No restriction shall be placed on the District in connection with its school calendar but the teachers' work year shall be limited to no more than 185 days.

3. Superintendent's conference days may be utilized in half day (2 1/2 hour) units in lieu of full days as shown in the calendar.

   The scheduling of such may not necessarily be BOCES-wide but will be tailored to the needs of various administrative units.

   All required Superintendents conference days, regardless of when scheduled on the school calendar, are mandatory.

   Personnel unable to attend must either use applicable leave days or make some other arrangements acceptable to the Superintendent.

Section 11 - Paydays

1. Unit employees shall be placed on the BOCES regular pay schedule which shall provide for two (2) full paychecks during September.

Section 12 - Assignments

1. In the event a teacher's assignment for the next school year is canceled during July or August, the teacher shall be notified of such cancellation at least thirty (30) calendar days prior to the opening of school. In the event the teacher is not so notified or in the event the teacher's assignment is canceled subsequent to the opening of school, in either case the teacher shall be paid for the working days which would be included in the thirty (30) calendar days' notice provided no other assignment for which the teacher is qualified is available.
Section 13 - Child Care

1. A copy of any applicable child care fee schedule shall be given to the Association President on an annual basis.

Section 14 – Children with Disabilities

Complaints by any teacher that the balance of C.S.E. students in a regular track Career/Technical Education class may create a problem will be promptly reviewed by the administration.

Section 15 - State Mandated Summer School

Unit employees teaching in the State mandated, extended summer school will be paid 1/200th of their regular ten month salary per day and Teaching Assistants will be paid 1/200th per day.

Section 16 - Safety Glasses

Career/Technical Education teachers will be reimbursed for the cost of up to one pair of prescription safety glasses per year provided the use of such is required in teaching the particular course or courses being instructed by that teacher. Reimbursement for specialized safety glasses will be provided at the same level as regular safety glasses.

Section 17 – Online Courses

In the event that the BOCES plans to offer online instruction by BOCES unit members, the BOCES agrees to negotiate prior to implementation.

ARTICLE IV
PAYROLL DEDUCTIONS

Section 1

Upon written request from unit employees, the following may be withheld from their salaries:

1. United Way
2. Professional Dues
3. First Source Federal Credit Union
4. Tax-Sheltered Annuities as allowed by law
5. NYSUT Benefit Trust
Section 2

All unit employees will be enrolled in the Section 125 Cafeteria Flex Plan unless they decline on an individual basis.

Section 3

The annual or lump sum amount will be equally deducted from twenty (20) paychecks each year starting with check/payroll number 2 in the fall.

Section 4

The District will provide electronic deposit of unit members' paychecks at a bank to be designated by the employee. This service must be requested by each individual employee in writing.

ARTICLE V

HEALTH INSURANCE

Section 1

The Health Insurance Plan will provide the benefits enumerated in the plan document with Excellus PPO as of July 1, 2003. Employee contributions towards health insurance shall be 0% plus $146 per year for individual coverage and 10% plus $172 per year for family coverage.

Section 2

Effective July 1, 2009 the prescription drug co-payment amounts shall be as follows:
$10.00    generic drugs
$20.00    brand name drugs
(Mail order to be two times the above co-payment amounts for a 90-day supply).

Section 3

The parties agree that as a result of the change from Connecticut General to G.H.I., the out of pocket expense will be limited to $1,000 per annum per person beyond deductible and co-insurance payments and $2,000 for family beyond deductible and co-insurance payments.

Section 4

The District will also provide 100% of individual coverage premium and 75% for dependent coverage premium for a dental plan, which shall be that of the Oneida Herkimer-Madison Health Insurance Trust in effect as of July 1, 1992.
Section 5

The District will provide $5,000 term life insurance coverage for each unit employee.

Section 6

The District shall continue to pay the Board's percentage of health insurance during the retirement of its employees at the rate of 75 percent individual and 45 percent family plans, provided that the employee was covered continuously under the terms of this contract during the last five years of employment.

The parties agree that the District will reimburse retirees for the cost of the Medicare Part B premiums.

ARTICLE VI
CREDIT HOURS

Section 1 - Credit Hour Criteria

Credit hour salary recognition will be given for any one of the following criteria:

1. For teachers who have a B.A. Degree, any course taken at an accredited college or university that meets certification requirements in the teacher's area of employment.

2. For unit members with less than a B.A. Degree, the District will pay tuition for undergraduate courses if part of a degree program subject to the limits outlined below. Such courses will not then qualify for "credit hour pay".

For the following unit members, tuition reimbursement under the above paragraph shall be limited to the applicable SUNY credit hour rate in effect at the time payment is made:

1. New unit employees who are hired after the ratification date of this agreement; and

2. Existing unit members who are not matriculated in a degree-bearing program prior to and as of July 1, 2007.

3. For teachers who hold certification, the course must be part of a degree program in the teacher's general area of instruction or if not part of a degree program, must be taken at an accredited college or university and must be directly related to the teacher's general area of instruction.

4. Teachers are advised to seek prior approval for courses beyond their general area of instruction. Approval in other areas may be denied unless the courses can be demonstrated to contribute to an individual's skills as a professional or are compatible with the overall mission of BOCES.
5. For all unit members, credit for inservice will be based on the formula an hour of credit hour pay for each fifteen (15) hours of inservice class time.

**Section 2 - Credit Hour Payment**

Payment for earned credit hours which meet the criteria in Section 1 above will commence in accordance with the following provision:

1. Payment will not commence until the teacher has provided the District Superintendent or his designated representative with proper transcripts or grade reports indicating successful completion of course(s) taken.

2. Payment for courses shall commence on or be retroactive to September 1st provided the transcripts or grade reports are received prior to February 1st of that school year. Payment for courses shall commence on or be retroactive to February 1st provided the transcripts or grade reports are received prior to June 1st of that school year. No payment for a course will be given during the semester in which the course was completed.
ARTICLE VII
SALARIES

All data pertaining to salaries for the duration of this agreement is contained in the attached Salary Schedules.

1. The pay rate for Adult Education instruction shall be $15 per hour for any teacher who is teaching the same course he/she teaches in the regular school year. The pay rate for all others shall be $13 per hour.

2. Teachers granted special cost-of-living or merit adders prior to July 1, 1975 shall continue to receive such amounts so granted as long as they continue working in their current positions.

3. Any accumulated amount of salary received by teachers prior to July 1, 1977 by virtue of their salaries being indexed will continue to be granted to such teachers as long as they continue working in their current positions.

4. Prior experience will be credited at the discretion of the Board.

5. One tenth (1/10th) of salary shall be paid for each additional month worked or one two hundredth (1/200th) of salary shall be paid for each additional day worked.

6. Mileage will be computed for each assignment and will be paid after an itemized bill is approved, at the IRS business mileage rate.

7. Terminal Pay

a. Any teacher who retires under the New York State Teachers Retirement Plan, and who makes application to the District Superintendent of intent to so retire will be granted terminal pay in the amount of forty-five dollars ($45) per day for the number of sick leave days the teacher has accumulated up to the date of retirement. The application to retire must be made in writing to the District Superintendent by April 1st of the year of retirement. Such terminal pay amount shall be paid in a lump sum in the teacher's final paycheck. The April 1st application day may be waived by the District Superintendent.

b. Any unit member who has a minimum of ten (10) years of consecutive service with BOCES, and whose position is abolished through no fault of his/her own may elect severance pay equal to the amount calculated pursuant to Section 7-a above. The election of the severance pay option must be made in writing to the District Superintendent prior to the effective day of abolishment of his/her position. Such severance shall be paid in a lump sum by October 31 of the following school year. The Teachers Association shall be notified of all members electing this option. In the event that any unit member electing this option is re-employed by the BOCES in the future, she/he shall be subject to repaying such amount, pursuant to a
method agreed upon by the employee, employer, and the Association. His/her sick leave shall be restored at the rate of repayment.

8. LPNs working in the summer session as substitutes will be paid their regular per diem rate if working in their own area.

9. Teachers who possess a New York State bus driver's license will be reimbursed for any expenses incurred to maintain the license.

10. Club Advisors will be paid $500.00. Effective July 1, 2006, the advisor stipend shall be $750.00; and effective July 1, 2007 the stipend shall be $1000.00.

11. Curriculum Rate: Effective July 1, 2006, employees performing approved curriculum work shall be compensated as follows:

   A. Teachers: $25 per hour ($150 per day).
   B. Teaching Assistants: $12.50 per hour ($75 per day).

ARTICLE VIII
TERMS AND CONDITIONS OF EMPLOYMENT OF OCCUPATIONAL THERAPIST, CERTIFIED OT ASSISTANT, MUSIC THERAPIST, SCHOOL NURSE (RPN), LICENSED PRACTICAL NURSE (LPN) AND NURSE PRACTITIONER (Hereafter referred to as Classified Staff Members)

1. The following articles shall not apply to the classified staff members in the bargaining unit:

   Article III 5(1) Lunch Periods
   Article VI Credit Hours

2. The additional terms shall apply to classified staff members:

   The option of Section 41-j of the Retirement Law shall be offered to those classified staff members who are eligible to join and enroll in the NYS Employees’ Retirement System.

   Mutually agreeable language reflecting the existing conditions related to attendance at staff development/in-service programs for classified staff members shall be added to the contract.

   The parties herein recognize and agree that any work which has not been exclusively performed by bargaining unit members in the past shall not be deemed exclusively bargaining unit work; and such work may continue to be performed by non-bargaining unit employees.

3. Working Hours
Each employee will be notified of his/her work schedule by his/her immediate supervisor or the Personnel Office.

4. Evaluation

Classified staff members shall be evaluated according to the following schedule:

(a) By not later than the end of the seventh week and nineteenth week of the required probationary period for every probationary employee.
(b) Once annually thereafter for all employees.
ARTICLE IX
DISTANCE LEARNING

It is agreed that the BOCES Teachers' Association and the Oneida-Herkimer-Madison BOCES may participate in this Distance Learning Program under the following conditions:

1. GENERAL

A. The parties acknowledge and confirm that participation in the Distance Learning Program shall not be used by the district to argue that the association may have waived any rights that may exist to the exclusivity of bargaining unit work. The parties agree that the Distance Learning Program, in whole or in part, involves bargaining unit work in the provision of educational services to the children of the district.

B. No member of bargaining unit on effective date of this agreement in a tenure area shall be subject to a reduction in force, in whole or in part, as a result of the district sending/receiving courses in that tenure area through a Distance Learning Program.

C. The parties agree that training for participants will be provided. The cost(s) of appropriate training shall be established and borne by the district. Compensation, if any, for such training for the participants shall be subject to the applicable provisions of the district's CBA.

2. TRANSMITTING (From Host School)

A. Any program delivered from this school district, for the purpose of educating children, shall be taught by a volunteer from the bargaining unit. Due to the interactive nature of the technology, the transmission must be live; subsequent use of taped recordings of the live transmission must be for the purposes of current student review of participating students and/or makeup.

B. The time of the transmission will be determined by the district, within the normal confines (starting and ending time) of the daily schedule of classes. Because of variations in schedules between districts, transmission may include time immediately prior to or after the normal schedule in order to resolve the resultant conflict.

C. The teacher shall not have responsibility to maintain or repair any equipment used in transmitting the lesson or any equipment used in responding to the inquiries of those receiving the broadcast. Operational responsibilities shall be minimal and appropriate training provided.
D. The number of students in a class, including those at receiving sites, shall not exceed that which is traditional in the host district for teachers in the particular discipline being offered.

E. All grading of school work and tests shall be done in the host school by the transmitting teacher who will cooperate with a designated person in the receiving school for these purposes. If the grades need to be translated into a different system to agree with the receiving school's system, that shall not be the responsibility of the host school's teacher. The transmitting teacher will send grades to the receiving school at the time, and in the manner, when he/she turns in grades in the host district.

F. The teacher shall not be expected or required to attend any functions in the receiving school districts, but will be available to receiving students and their parents in the same manner that he/she is available to host school students and parents. (As an example, the out-of-district parents will be invited to Open House in the same manner as host school parents, and the host teachers will not be expected to, or required to, attend the receiving school's Open House.) The teacher and the receiving district may make mutually acceptable arrangements including compensation, if necessary, for attendance at such functions beyond the limits as described above.

G. In the event of the transmitting teacher's absence, the host district shall be expected to provide a trained substitute when it elects to transmit.

H. Evaluation of the host teacher will be done in accordance with the provisions of the collective bargaining agreement of the host district. Any complaint with respect to the host teacher's performance originating in the receiving district will be made known to the host teacher. No evaluation of the teacher will be made except in the normal manner in the classroom.

I. Any audio-visual tapes of the classes made in the host district are the property of the host district and the district shall make such tapes available for the teacher's personal, professional, non-commercial use.

J. The calendar of the host district shall be used for each course being taught.

K. Textbooks for Distance Learning courses shall be determined by the host district in accordance with normal procedures.

L. Once courses to be taught are determined, other matters that will be subject to local option are additional plan time, compensation, manner of assignment and such others as the parties may wish to address. Negotiations of local options by collective bargaining agreement shall not prevent the Distance Learning Program from going forward even if such negotiations are incomplete at the time of the program's inception.
M. Teachers will be permitted and encouraged to transmit at least once each semester from each district that receives his/her course. The school district will provide adequate time. Appropriate expenses will also be paid by the District.

3. RECEIVING

A. The introduction and continuation of Distance Learning in a receiving district shall not replace a course being currently taught or a course recently taught by current staff unless the local union and district mutually agree in writing. A course may not be offered if it falls within the tenure area of a qualified employee on a recall list unless said individual declines the offer of part-time employment.

Transmissions shall originate within New York State.

B. The receiving district shall not require its bargaining unit employees to be responsible for grading, extra help, or lesson planning of any received classes.

C. A district employee may be assigned to the receiving class to provide assistance to the students and be available to operate cameras or other equipment and be available to liaison with the sending teacher. If the employee thus assigned is a bargaining unit member, maintenance of equipment shall not be his/her responsibility. If the unit member assigned is a teaching assistant and is required to attend meetings in the sending school, the district shall be responsible for mileage and meals when appropriate. If the person assigned is requested to attend meetings outside of normal work time, the meetings must be at mutually agreeable times. The district shall compensate such employee.

D. If the district assigns a teacher to a receiving class, such assignment shall count in the teacher’s normal load in accordance with the provisions of the collective bargaining agreement.

E. The district shall not make any audio/visual tapes without the knowledge and consent of the sending teacher. It is expected that the teacher will consent to making of tapes for the sole purpose of aiding students enrolled in the course. All tapes shall be erased or destroyed at the end of the school year at the discretion of the teacher.

F. College courses which give no high school credit may be received during the school day for offering to students who have or are scheduled to complete district offered course requirements for graduation.
ARTICLE X
DURATION OF AGREEMENT

1. This contract shall be effective as of July 1, 2009, subject to an annual reopening as follows:

In the event that said parties mutually consent to negotiate any item of the contractual relationship, such negotiations shall commence upon a five-day notice given by one party to the other, and said notice shall further contain those items, which have been agreed upon to be negotiable.

2. The terms of this agreement shall continue in full force and effect beyond the expiration date set forth herein and until another and further complete written agreement is entered into and executed by the parties hereto.

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

4. Every employee organization submitting such a written agreement to its members for ratification shall publish such notice, include such notice in the documents accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification.

Within sixty (60) days after the effective date of this act, a copy of this section shall be furnished by the chief fiscal officer for each public employer to each public employee. Each public employee employed thereafter shall, upon such employment, be furnished with a copy of the provisions of this section.

5. The parties agree to review and recommend strategies to reduce the incremental cost of the teaching assistants' salary schedules.

The term of this agreement shall be from July 1, 2009 through June 30, 2010.

FOR THE BOCES:  
FOR THE ASSOCIATION:

DATE: 9/18/09  
DATE: 9/18/09

BOCES EXECUTIVE OFFICER  
PRESIDENT
# Teacher Salary Schedule
## 2009-2010

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- $500 for provisional certification
- $725 for permanent certification
- $1,200 for appointment of tenure
- $1,200 after 5 years of service at BOCES
- $2,100 after 10 years of service at BOCES
- $3,100 after 15 years of service at BOCES
- $2,400 after 20 years of service at BOCES
- $2,300 after 25 years of service at BOCES

**Effective 1997-1998:**
- $2,100 after 30 years of service at BOCES
- MA or Ph.D. = $550
- Graduate Hours = $60 per hour (Effective 2/1/09, Graduate Hours = $62 per hour).
- Undergraduate Hours = $50 per hour

The above listed stipends are cumulative. Having permanent certification, for example, assumes provisional and the permanently certified staff member receives $1,225.

Off schedule employees shall receive the following salary increases:
- Effective July 1, 2009: 4.00%
### Teaching Assistant Salary Schedules 2009-2010

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AAS $900  
BS $1,400  
After 9 years of service at BOCES $700

Effective 1999-2000:  
After 14 years of service at BOCES $700  
After 19 years of service at BOCES $700

The above longevity amounts are cumulative.

Off schedule employees shall receive the following salary increases:  
Effective July 1, 2009: 4.00%
## Music Therapist, Occupational Therapist, Nurse Practitioner and Physical Therapist Salary Schedules 2009-2010

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$500 for temporary license or registration
$725 for permanent license or certification
$1,200 for completion of three years employment at BOCES
$1,200 after 5 years of service at BOCES
$2,100 after 10 years of service at BOCES
$3,100 after 15 years of service at BOCES
$2,400 after 20 years of service at BOCES
$2,300 after 25 years of service at BOCES

The above listed additional stipends are cumulative. Having permanent licensure or certification, for example, assumes temporary, and the permanently licensed or certified staff member receives $1,225.

Off schedule employees shall receive the following salary increases:
Effective July 1, 2009: 4.00%
## Occupational Therapy Assistant, Physical Therapy Assistant and School Nurse Salary Schedules 2009-2010

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*After 9 years of service at BOCES $700*
*After 14 years of service at BOCES $700*
*After 19 years of service at BOCES $700*

BA/BS (School Nurse only) $1,400

The above amounts are cumulative.

Off schedule employees shall receive the following salary increases:

- Effective July 1, 2009: 4.00%
## LPN SALARY SCHEDULES
### 2009-2010

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After 9 years of service at BOCES $700  
After 14 years of service at BOCES $700  
After 19 years of service at BOCES $700

The above amounts are cumulative.

Off schedule employees shall receive the following salary increases:

- Effective July 1, 2009: 4.00%
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
DISTRICT SUPERINTENDENT
AND THE
ONEIDA BOCES TEACHERS' ASSOCIATION

Terms and Condition of Mentors

The parties hereby agree to memorialize the following terms and conditions of employment for mentors who perform duties under the BOCES' mentoring plan. These terms are based on a September 14, 2004 memorandum issued by Mr. Al Nofri:

- Up to five (5) days of staff training for mentor and new staff mentees at curriculum work rate established per BOCES Teachers' Association contract
- Mentor stipend of $1,200 per year, made in a single payment
- Substitute coverage for mentor and mentee to be approved by BOCES program principal
- Use of up to five (5) hours of in-service training to be applied for BOCES staff development requirement (per Teachers' Association contract) for mentor/mentee
- Application of additional in-service time above the five (5) hours for staff development to be credited toward in-service training at the rate of an hour of credit hour pay for each fifteen (15) hours of in-service time for the mentee (per Teachers' contract)

FOR THE BOCES:  
BOCES EXECUTIVE OFFICER

DATE: 9/18/09

FOR THE ASSOCIATION:

PRESIDENT

DATE: 9/18/09
MEMORANDUM OF AGREEMENT ("hereinafter "MOA")

THIS AGREEMENT is by and between the Oneida County BOCES ("Employer") and the Oneida County BOCES Teachers' Association ("the Association").

Effective July 1, 2009, the Employer and Association agree to the following:

1. **No Cash Option** No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.

2. **Contribution Limitations** In any applicable year, the maximum Employer Contribution shall not cause an employee’s 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.

In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceeds the applicable Contribution Limits, the excess amounts shall be handled by the Employer as follows:

A. For all members in the New York State Teachers’ Retirement System (“TRS”) with a membership date before June 17, 1971¹, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the *Internal Revenue Code* are fully met through payment of the Employer’s Non-Elective Contribution; and

B. For all members in the New York State Teachers Retirement System ("TRS") with a membership date in the TRS on or after June 17, 1971, and for all

¹ **Explanation for TRS Categories:** Under Education Law § 501(11)(a), the calculation of a pre-June 17, 1971 TRS Tier I member's last five years final average salary (upon which a member's life-time pension is, in part, calculated) includes any non-ordinary income (such as termination pay) which is received as compensation prior to December 31st of the year of retirement. Thus, such a member would benefit from receiving, as compensation, in their final year of employment that portion of the Employer Non-elective contribution, which is in excess of the maximum Contribution Limits of IRC §415.

The final average salary of all other members of the TRS (i.e. all TRS members with a membership date on or after June 17, 1971) may not include any form of Termination Pay; therefore, the Employer’s post-retirement payment into the employee's 403(b) account of that portion of the Employer Non-elective Contribution, which is in excess of the maximum Contribution Limits of IRC §415, is more advantageous for those members.
members in the New York State Employees' Retirement System regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the Internal Revenue Code. To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit, such excess shall be reallocated to the Employee the following year as an Employer Non-elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and in January of each subsequent year for up to four (4) years after the year of the Employee's employment severance, until such time as the Employer Non-elective Contribution is fully deposited into the Employee's 403(b) account. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the Internal Revenue Code.

3. **403(b) Accounts** Employer contributions shall be deposited into the 403(b) account selected by the employee to receive Employer contributions, provided such account will accept Employer Non-elective Contributions. If the employee does not designate a 403(b) account to receive Employer's contributions, or if the account designated will not accept Employer's Non-elective Contributions for any reason, then Employer shall deposit contributions, in the name of the employee, into the endorsed 403(b) program.

4. **Tier I Adjustments** Tier I members with membership dates prior to June 17, 1971 - Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.

5. This MOA shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) that conform, as closest as possible, to the original intent of the parties.

6. In agreeing to adopt and/or modify the Plan noted in this Memorandum of Agreement, the BOCES makes no independent representations or warranties concerning the accuracy of any interpretation of law or applicable regulations as advanced to the District or described by the Association, its agents, representatives or other parties.

7. This MOA shall further be subject to the approval of the 403(b) Provider, which shall review the MOA solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the Internal Revenue Code. Upon request, ING Life Insurance and Annuity Company ("ILIAC") agrees to provide the Employer with ILIAC's standard hold harmless agreement where the Employer has selected ILIAC as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.
8. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation.

9. **Employer Non-Elective Contribution of Unused Sick Days:** The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee, who severs their employment with the Employer during the contract year and who is eligible to apply for and who commences their retirement from the state sponsored retirement system. The amount of the Employer's contribution for each eligible employee shall equal the value of each such employee's accumulated leave days, determined in accordance with Article VII (7) (a) and (b), of the Collective Bargaining Agreement, but shall not exceed the limits established by the Internal Revenue Service. The Employer shall deposit the contribution no later than thirty (30) days following the employee's severance date.

10. **Duration**

a. The parties expressly agree that notwithstanding Section 209(a) (1) (e) of the Civil Service Law ("Triborough Amendment"), this Memorandum of Agreement shall expire on June 30, 2010, unless extended or modified by mutual written agreement between the parties.

b. Notwithstanding the above paragraph, at 12:01 a.m. on the day following the expiration date of this memorandum, the terms and provisions of Article VII (7) (a) and (b) of the parties' collective bargaining agreement shall be restored to their former cash compensation status.

c. Notwithstanding paragraph (a), above, in the event that the Employer is obligated under this Memorandum of Agreement to make any post-employment contributions to any eligible employee after the expiration date of the Memorandum of Agreement due to the employee's eligibility under the terms of the Agreement prior to July 1, 2010, such obligation shall survive said expiration date and shall remain a continuing obligation until such time as any such post-employment contributions are paid in full in accordance with the provision of this Memorandum.

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**For the Employer**

By: [Signature]

Dated: 9/18/09

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**For the Association**

By: [Signature]

Dated: 9/10/09
Memorandum of Agreement
Between
The Oneida County BOCES
And
The Oneida County BOCES Teachers' Association

THIS AGREEMENT is entered into this 8th day of September 2009, by and between the Oneida County BOCES ("the BOCES") and the Oneida County BOCES Teachers' Association ("the Association").

WHEREAS, the BOCES and the Association have a mutual desire to avoid continued litigation related the assessment of administrative and/or maintenance fees charged to participants of 403(b) plans offered through the BOCES, the parties agree to the following:

1. Association members participating in 403(b) plans offered through the BOCES were assessed by the BOCES on March 13, 2009, an annual participant fee that was transmitted to the 403(b) plan third party administrator ("the TPA").

2. It is the position of the BOCES, that the fees it negotiated with the TPA and subsequently assessed are the responsibility of the individual employee participants.

3. It is the position of the Association that the fees negotiated by the BOCES with the TPA and which the BOCES subsequently imposed are the responsibility of the BOCES.

4. The BOCES shall pay to the TPA, the administrative fee(s) necessary to develop a plan document (to cover all employee participants as a collective).

5. The BOCES shall pay to the TPA, the participant fee, annually, as set by the TPA, for those employees who began working for the BOCES prior to the effective date of this Agreement and participate in a 403(b) plan offered through the BOCES.

6. Employees hired after the effective date of this Agreement and who participate in the 403(b) plan offered thru the BOCES will be responsible for the annual participant fee set by the TPA.

7. The BOCES will reimburse any employees who have been assessed the thirty ($30.00) dollar annual participant fee dating back to March 13, 2009.

8. By executing this Agreement, neither party has admitted any wrongdoing; nor has either party waived its right to demand the negotiation of a mandatory subject of bargaining; nor has either party waived its right to refuse to bargain a non-mandatory subject of bargaining.
9. The parties desire to amend the collective bargaining agreement so that the terms of this Agreement are incorporated into the collective bargaining agreement.

10. This Agreement shall become effective upon ratification by the members of the Association and the Board of Education.

For the BOCES: ____________________________

Date: 7/18/09

For the Association: ____________________________

Date: 9/18/09