CONTRACTUAL AGREEMENT

Between the

WAYNE-FINGER LAKES EDUCATORS’ ASSOCIATION

and

THE EXECUTIVE OFFICER
OF THE
BOARD OF COOPERATIVE EDUCATIONAL SERVICES

of

ONTARIO, SENECA, YATES CAYUGA & WAYNE COUNTIES

WAYNE - FINGER LAKES
Board of Cooperative Educational Services

JULY 1, 2018 THROUGH JUNE 30, 2022
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PREAMBLE

This Agreement entered into this 17th day of September 2018, by and between the Executive Officer of the Board of Cooperative Educational Services of Ontario-Seneca-Yates-Cayuga and Wayne Counties, hereinafter, called the “Executive Officer,” and the Wayne-Finger Lakes BOCES Educators’ Association, hereinafter called the “Association.”

WITNESSETH

Whereas, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1 - RECOGNITION

A. The BOCES, pursuant to the procedures outlined in Article 14 of the Civil Service Law entitled the “Public Employees Fair Employment Act”, has recognized the Wayne-Finger Lakes BOCES Educators’ Association as the sole and exclusive agent for all professional employees including psychologists, counselors, and adult education instructors in the defined negotiating unit for the purpose of negotiations under the Public Employment Fair Employment Act. Excluded from the negotiating unit are: the superintendent, assistant superintendents, any assistants to the superintendent, directors, principals, assistant principals, assistant directors, administrators, non-teaching coordinators, the coordinator of the ST-TEP program, dental hygienists, registered nurses, teacher assistants, and substitutes.

B. The Board recognizes the Wayne-Finger Lakes BOCES Educators’ Association as the sole and exclusive agent for all LPN Clinical Instructors and all other professional personnel not specified in Article 1-A employed to spend a significant amount of time instructing, assessing, or counseling students and/or adults.

C. If it can be proven that a unit member is a member of a group below, but is not listed or is listed improperly, the unit member shall be designated as a member of the appropriate group. The groups are a means of providing structure to the bargaining unit and the grouping classification is not intended to be a part of the collective bargaining agreement.
D. **GROUPS DEFINED**

D. 1 **GROUP I - Previous Unit Members**

10 Month  
School Calendar work year  
Hours per day 7 1/4 including 35 minutes for lunch  
Salaried  
Hired to a negotiated salary schedule

D. 2 **GROUP II**

10 Month  
School Calendar work year  
Hours per day 7 1/4 including 35 minutes for lunch  
Salaried

**Group II Titles**

- Psychologist  
- Psychologist IT  
- School Counselor  
- Guidance Counselor IT

D. 3 **GROUP III**

11 Month  
240 day work year, 13 holidays, 20 days of vacation  
Hours per day 8 excluding 1/2 hour unpaid lunch period  
Salaried

**Group III Titles**

- Coordinator Resource  
- Coordinator Assessment  
- Coordinator Guidance
D. 4  **GROUP IV**

12 Month
260 day work year, 13 holidays, 22 days of vacation
Hours per day 8 excluding 1/2 hour unpaid lunch period
Salaried

**Group IV Titles**

Adult Instructor
Adult Instructor LS
Career Counselor and Placement Specialist
School Counselor
Coordinator Resource
Coordinator Transition Services
Business/Community Liaison
Guidance Counselor
GED Home Study Instructor
Social Worker

D. 5  **GROUP V**

Employer Specified duration
Employer Specified hours and days per week
Employer Specified maximum hours
Employer Specified location
Appointment subject to change in all above based on employer needs
Hourly rate
May have more than one (1) appointment in a fiscal year

**Group V Titles**

Instructor Vocational Education
ESL Instructor
EDP Instructor
Instructor Computer Literacy
GED Instructor
Instructor Med Office Assistant
Med Office Assistant Instructor
Instructor Clerical/Business
Instructor Tractor/Trailer
Instructor HVAC
Instructor LPN
Instructor Trade Electricity
GED/ESL Instructor
Instructor Dental Assistant
Job Placement Specialist
Instructor Home Study
Instructor Cosmetology
Career Counselor
Instructor Med Transcription
Learning Disability/Assessment Specialist

D. 6 \textbf{GROUP VI}

Employer Specified duration
Employer Specified, normally not more than two courses during same assignment period;
more may be authorized by committee
Employer Specified location
Appointment subject to change in all above based on employer needs
Compensation per student
May have more than one (1) appointment in a fiscal year

Instructor – Internet Course (Various Titles)

E. \textbf{APPLICATION OF EXISTING PROVISIONS OF THE NEGOTIATED AGREEMENT}

E. 1 Where articles or clauses which follow are labeled ALL, such as Article 3, Commencement of Negotiations or Article 11, Grievance Procedure, they are to be applied to all unit members. Where articles or clauses need to be delineated for some groups they shall be so labeled.

If it can be proven that an existing provision of the agreement does not apply to a unit member, but the provision is not listed below, the provision shall or shall not apply to the unit member.

E. 2 Application of Provisions

Article 1 As written above
Article 2 All
Article 3 All
Article 4 All
Article 5 All except ADD: "Hourly employees will be evaluated once per year."
Article 6 A. - F. Work Day - Group I, Group II
Article 7 All
Article 8

A. Groups, I, II, III, IV
B. Groups, I, II
C. Group I
D. Groups I, II
E. Groups I, II
F. Group I
G. Group I
H. Group I, II, III and IV

H. Group V ADD: Effective July 1, 1998, where hourly employees exceed 462 hours of actual employment in any fiscal year a Group V employee will become eligible for participation in the health plans commencing on July 1, of the succeeding year. The full time equivalent proration for this benefit is the number of hours worked or to be worked in any fiscal year divided by 925 with the BOCES paying 100% of the premium at the full time equivalent pro-ration. If the employee’s employment ceases or there is a lapse of sixty 60 days in employment, insurance coverage will terminate and a new period of qualification will be required before the employee will be eligible for insurance coverage.

I. Groups I, II, III, IV
J. Group I
K. Group I
L. Group I

Article 9

A. Groups I, II, III, IV

A/C Group V ADD: Effective January 1, 2005, Group V members shall have access to Sick and Personal Leave Days according to the following schedule: Those working at least:

- 678 hours annually* shall receive two (2) days, which can be used as sick or personal leave days.
- 1356 hours annually* shall receive four (4) days of which three (3) can be used as sick or personal leave days and the one (1) additional day, which may be used only as a sick day.
- 2000 hours annually* shall receive six (6) days of which three (3) can be used as sick or personal leave days and the three (3) additional days, which may be used only as a sick day.

* This benefit is based on total hours worked during the previous year. There is no accumulation of personal leave days from one year to the next. Unused personal leave days shall convert to sick leave and a day equal a day.

B. Groups I, II, III, IV
C. 1-4, Groups I, II, III, IV
C. 5 Group I
ARTICLE 10

A.-C. Group I
D. Groups I, II, III, IV
E. Groups I, II, III, IV
F. Groups I, II, III, IV
G. Groups I, II, III, IV
H. ALL

Article 10 A.-C. Group I
Article 10 D. Groups II, III, IV
Article 10 E. Group V
Article 10 F Group I
Article 10 G ALL
Article 10 H I, II, III with 12 month Secondary, Salaried, Full-time employees from Group IV

Article 11 ALL

ARTICLE 2 - EFFECT ON FUTURE CHANGES

The Executive Officer will give written notice to the Association whenever a new or revised policy is under consideration which pertains to any of the Articles in this Agreement. This notice will be given early enough to allow the Association to have input along with others at the time when its suggestions could influence the recommendations which the Executive Officer will make to the Board.

ARTICLE 3 - COMMENCEMENT OF NEGOTIATIONS

A. Negotiations for a new Agreement may commence any time on or before December 15. If the parties have not reached an agreement by 120 days prior to the end of the fiscal year, either may request the State Public Employment Relations Board to assist the parties in reaching an agreement (Impasse).

B. Neither party in any negotiations shall have any control over the selection or number of representatives of the other party and each party may select its representatives from within or outside the school district. The parties mutually pledge that their representatives may make proposals, consider proposals, and reach compromises in the course of negotiations.

C. Negotiating Meetings

1. Negotiating meetings shall be scheduled at a time agreeable to both parties. Negotiations shall be held, as far as possible, at a mutually acceptable place in a school building.
2. Negotiations meetings shall be open only to members of the negotiating teams and their consultants.

3. Either party shall have the right to caucus at any time for a period not to exceed 30 minutes.

4. Either party shall have the right to make a written record of the negotiating meetings for their committee use.

5. When the parties have arrived at a tentative agreement with regard to any matter, the agreed upon wording shall be initialed by the chief negotiator of each party.

D. The final written Agreement shall be submitted to the Association for ratification, signed by the Executive Officer, and submitted to the Board of Cooperative Educational Services for approval of any provision therein requiring approval by the legislative body.

E. 1. Copies of the final Agreement shall be reproduced by the BOCES and shall be distributed to all teachers currently employed and to chief school administrators within four weeks of ratification by both parties. Distribution will be by the BOCES.

2. The Agreement currently in effect shall be given to new teachers by the BOCES Personnel Office at the time when they are offered an appointment notice.

3. By September 15th of a new school year, the BOCES shall furnish the Association with a list of names, home addresses and teaching and building assignments for all bargaining unit members. By December 1 of each year, the BOCES shall furnish the Association with a list of unit members which includes initial date of hire in the BOCES in a unit position, date of tenure appointment and tenure area. Thereafter, information will be transmitted to the Association President as changes or additions of personnel are made.

4. Costs for the production and distribution of the Agreement shall be shared equally by both parties.

ARTICLE 4 - MISCELLANEOUS ITEMS

A. Payroll Deduction

1. Unit members may have payroll deductions for the following:

   a. Wayne-Finger Lakes BOCES Educators’ Association dues
   b. Credit unions
   c. Tax sheltered annuities
   d. United Way
e. N.Y.S. Retirement System  
f. NYSUT Member Benefits  
g. VOTE/COPE  
h. Unum Provident Disability  

2. Dues to the Wayne-Finger Lakes BOCES Educators’ Association will be deducted in as nearly equal amounts as possible. Unit members have the right to terminate any payroll deductions by notifying the Business Office and the Association in writing.  

3. Forms for payroll deductions will be provided by the BOCES Business Office after consultation with the Association. Said forms shall be required and shall be forwarded to the Business Office no later than October 30 for all unit members employed as of September 30, and within 60 days of the initial working day for all unit members employed after September 30.  

4. Dues deductions shall begin with the third check of the school year for all unit members employed as of September 1. Dues deductions for those unit members employed after September 1 will begin no later than the second pay check after the authorization is given provided such time is no earlier than the third check of the school year. Deductions will continue through the last check of that school year.  

5. A lump sum check in the total amount of the dues deductions of all Association members will be made to the Association Treasurer following each pay period.  

6. The BOCES shall not be held responsible for errors in payroll deduction requests where the errors are not made by the BOCES.  

7. Unit members may participate in direct deposit of their payroll checks provided they supply all necessary account and routing numbers and interface with the BOCES lead bank.  

B. Identify Immediate Supervisor  

Prior to September 10th, the employee's immediate supervisor shall issue a statement wherein each employee may identify his/her immediate BOCES supervisor.  

C. Release Time for the President/Association Office Space  

The Association President or his/her designee may be granted, with the permission of his/her immediate supervisor, a combined total of seventeen (17) days of leave, without loss of compensation, for the purpose of conducting Association business. The Association is to reimburse the Board for the cost of the salary, retirement and social security, if any, for the substitute if one is necessary.
The BOCES shall provide rent free an Association facility on the NDC campus. The size and location of the office shall be adequate to house a filing cabinet, bookcase, a desk, a computer desk, and a telephone. Heat and electricity shall be provided at no expense to the Association. The Association will pay telephone expenses.

D. Policies and Administrative Regulations

Unit members are responsible for following all BOCES Policies and Administrative Regulations and will have the support of the Administration in their enforcement. Failure to follow Policies and/or Administrative Regulations may result in disciplinary action.*

*Only the BOCES Board can adopt and issue Policies. Only the BOCES Executive Officer (District Superintendent) can issue Administrative Regulations.

E. Policies

The provisions of this Agreement shall be a part of the established Policies of the Board.

F. Individual Arrangements

Any individual arrangement, agreement or contract between the Executive Officer and an individual unit member shall be subject to and consistent with the terms and conditions of this Agreement.

G. Academic Freedom

The Executive Officer and the Association recognize the place of academic freedom in a school in a democracy.

If the Executive Officer and the Association agree that the subject matter was within the scope of the teacher's responsibility and was presented fairly and objectively, the Executive Officer and the Association agree to take appropriate action to defend academic freedom whenever it is threatened in the BOCES.
ARTICLE 5 - EVALUATION

A. Evaluation

1. The chief purposes of the evaluation of unit members shall be (a) to maintain a highly qualified, competent staff, (b) to promote its continuing development, and (c) to measure each unit member's performance.

2. Within the available limits of personnel and time, the supervisory personnel responsible for the evaluation of unit members shall acknowledge the right of the unit member to:
   a. Know how well he/she is performing the duties and responsibilities of his/her position.
   b. Know the areas in which improvement is needed.
   c. Have candid appraisal of his/her work.
   d. Discuss his/her evaluation reports with his/her supervisor.
   e. A copy of the evaluation instrument will be included in all teacher handbooks.

B. Supervisory Help

Supervisory help will be offered to assist unit members to become more proficient especially during their probationary years or period of probation. A unit member should not hesitate to ask the immediate supervisor for advice.

C. Evaluations

1. Evaluations for Those Covered by the Annual Professional Performance Review (APPR)

The parties agree to conduct and participate in evaluations for classroom teachers pursuant to the agreement made between the parties related to the Annual Professional Performance Review Process, as developed in compliance with section 3012-c of the Education Law and the regulations promulgated by the Commission of Education. In the event that a unit member’s evaluation is not governed by APPR, such unit member’s evaluation shall be completed according to the process prescribed by paragraph 2 (below). The BOCES and the Association will review the APPR document annually at mutually agreeable times. No changes will be made without mutual agreement.
2. **Evaluations for Those Not Covered by the Annual Professional Performance Review (APPR)**

a. Evaluations of the classroom performance of social workers, speech pathologists, occupational therapists, physical therapists, psychologists and those teaching in the jail setting and all other unit members not covered by the APPR, shall be conducted openly. Monitoring of the classroom performance of a unit member by public address or audio systems shall be considered unethical.

b. For purposes of conducting evaluations, teachers shall be classed in two groups; (1) teachers, and (2) itinerant teachers.

c. Teachers will be evaluated by BOCES administrative personnel.

d. Itinerant teachers will usually be evaluated by administrative personnel of the school districts in which the itinerant teachers are housed. BOCES administrative personnel may also evaluate itinerant teachers on occasion. Itinerant teachers may request an evaluation by their assigned BOCES supervisor within 10 school days after the follow-up conference if it appears a problem may be developing over job performance.

e. Non-tenured teachers will be evaluated a minimum of two times a year by the Building Administrator or other designated supervisor. One (1) evaluation for a non-tenured teacher shall be conducted by the Building Administrator or a certified administrator. Tenured teachers will be evaluated a minimum of one time a year. Hourly employees will be evaluated once each year. All unit members may request additional evaluations. Administrators may make additional evaluations as they see fit.

f. BOCES evaluation forms shall be used for all evaluations.

g. A copy of each evaluation shall be given to the unit member not later than the beginning of the follow-up conference and shall be signed by the evaluator. At the end of the conference, the unit member shall sign all copies of the evaluation under a statement indicating that signature solely indicates that the conference was held.

h. There will be three copies of each evaluation. One copy will go to the unit member; one copy will be kept by the evaluator; one copy will go to the Personnel Officer and will be placed in the unit member's personnel file.

i. The BOCES and Association will form a committee in a manner consistent with the law comprised of members of the negotiating unit selected by the Association President and committee members selected by the District Superintendent of Schools and appointed by the Board of Cooperative Educational Services. The
committee shall develop, recommend and assist in the implementation of a Professional Development Plan consistent with the requirements of law.

j. The BOCES agrees to adhere to its Administrative Regulation No. AR5130 pertaining to self-directed evaluation. This provision shall not be interpreted as a contractual restriction or limit the right of the BOCES to amend, modify or rescind the Administrative Regulation.

k. The parties agree to continue negotiations at times mutually agreed upon between the parties for the purpose of compliance with section 3012-c of the Education Law and the regulations promulgated by the Commissioner of Education.

D. Personnel Folders

1. The official personnel folders for each unit member are kept in the BOCES central office. Building supervisors and/or principals also keep pertinent personnel information including copies of evaluation reports.

2. Unit members have the right to inspect their individual personnel records at the BOCES central office and at their supervisor's office. Generally such inspection shall be permitted at the time of the request. A BOCES administrator or office staff member must be present during the inspection. Letters of reference and recommendation are confidential and will be removed from the folder before the teacher is permitted to examine the folder.

3. The unit member will be given written notice of any derogatory material placed in his/her personnel file in either the BOCES central office or a supervisor's office, or both. The unit member shall sign the derogatory material under a statement indicating that signature solely indicates that the unit member has seen the material.

4. The unit member shall have the right to submit a written reply within 20 working days to any material placed in his/her folder.

E. Discipline and Dismissal

1. BOCES may discipline for just cause any tenured employee covered by the Agreement. Discipline for the purpose of this subsection will be defined as a written reprimand, a fine, a suspension without pay or dismissal.

2. Prior to the commencement of any disciplinary action to be taken against a tenured employee, the District Superintendent (or the authorized designee) shall meet with the employee to review the allegation and the proposed discipline. The employee shall be advised of the nature of such meeting, in advance, and shall be given the opportunity to request the presence of an Association Representative at
the meeting. At such meeting, the employee shall have the opportunity to explain his position with respect to the allegations of the District Superintendent (or the authorized designee).

3. Following such meeting, or in the event the employee or his or her representative does not participate in the scheduled meeting, if the District Superintendent (or the authorized designee) decides that such employee should be disciplined, he may initiate such action by the service of a written notice of discipline in person or by certified mail, which shall include the specific charges of misconduct for which discipline is sought to be imposed, together with the proposed penalty. Such notice shall further advise the employee that, within ten (10) school days of receipt of notice, such employee may file an appeal challenging the proposed action. If the employee does not choose to appeal, the proposed penalty shall be implemented on the eleventh (11) school day after the employee has received the notice.

4. An employee, if he or she chooses to do so, must file the appeal with the District Superintendent (or the authorized designee) within ten (10) school days of receipt of the notice of discipline. Thereafter, within five (5) school days, the employee must file a demand for arbitration with the American Arbitration Association. A copy of the demand will be served upon the District Superintendent (or the authorized designee). The parties agree to follow the procedures of the American Arbitration Association in the selection of an arbitrator.

5. The arbitrator shall render a decision within thirty (30) school days of the close of the hearing. The arbitrator's decision shall be final and binding and applicable to the provisions of Article 75 of the Civil Practice Law and Rules.

6. The District Superintendent (or the authorized designee) may suspend the employee with pay pending the decision of the arbitrator.

7. The costs of arbitration shall be borne equally by the parties.

8. The parties to the Agreement fully understand and agree that the above disciplinary procedure shall be in lieu of section 3020-a of the New York Education Law and therefore, section 3020-a of the New York Education Law shall not apply to discipline initiated by the BOCES against any tenured member of the negotiating unit.

**ARTICLE 6 - TEACHING HOURS AND TEACHING LOAD**

A. **Work Day (Groups I & II)**

1. Teachers employed at the BOCES educational centers shall have a 7-1/4 hour required work day including 35 minutes for lunch. A maximum a 5-1/2 hours in
Special Education and 5 hours in Vocational Education shall be spent directly with pupils; the remaining time is for other professional duties. Teachers agree that professional duties often cannot be completed during the required work day and will require additional hours. The work day for other unit members shall be as defined in Article 1.

2. Itinerant teachers shall follow the hours required of other teachers employed in those districts.

3. Unit members responsible for the preparation of pre-conference documents for individualized education plans (IEPs) for students will be released from teaching assignments for six (6) half day, which may be taken as half days and/or as whole days depending on classroom coverage on the day(s) requested. Case management is defined as providing oversight of the services and supports outlined in the IEPs. The actual dates for the released time and location shall be mutually agreed to by the unit member and his/her immediate supervisor.

4. If a unit member responsible for the duties required in paragraph “A. 3” above is assigned more than twelve (12) students, the unit member shall be granted one (1) extra half day of release time over and above the amount specified with paragraph “A. 3”.

5. Teachers accept the responsibility for going beyond the above time requirements when they have field trips, club trips, or similar events which may go beyond these hours. Teachers also accept that, should an emergency arise in which pupils have not been picked up by home school districts, the administration will require that teachers remain until all pupils have been picked up, if deemed necessary.

6. Teachers employed at the BOCES education centers may leave their building during unassigned time of the work day with the knowledge of the person in charge of their building.

7. Effective for the 2017-2018 school year, the following WFL BOCES Professional Development Hours schedule will be used, however, the scheduled dates will be communicated to unit members prior to June 30th of each year.

There shall be ten (10) additional hours for WFL BOCES Professional Development Hours for every unit member, except for those unit members with an hourly appointment. Of the ten (10) hours, seven (7) of the additional hours shall take place after the normal work day during the school year and will take place in one (1) hour increments throughout the school year. The schedule for the WFL BOCES Professional Development Hours will be announced prior to the conclusion of the preceding school year. The only exception will be for emergency, including, but not limited to, building closures or other emergencies, when prior notice may not be possible. Any dates that need to be rescheduled due to unanticipated conflicts will require a minimum of two (2) weeks’ notice prior
to the new date. In the case that a unit member cannot attend a scheduled Professional Development opportunity at their assigned site, they may register to attend at another BOCES site in order to achieve the seven (7) total WFL BOCES Professional Development Hours over the course of the school year. If an employee is on an approved unpaid leave, the unit member will not be required to attend the scheduled Professional Development hours, however, the unit member remains responsible for any New York State Education Department (SED) required Continuing Teacher and Leader Education (CTLE) hours in order to meet the requirements for their certification.

The remaining three (3) hours of additional WFL BOCES Professional Development Hours will be at the direction of BOCES and will be completed by the unit member outside of the regular school day. The three (3) hours may be completed via a range of tools, including but not limited to on-line training, books, prepared materials, websites, etc. These materials will be provided to unit members by the BOCES. The due date of the three (3) self-directed hours will be communicated to unit members prior to the preceding school year as part of the overall WFL BOCES Professional Development Hours.

8. All Group IV unit members shall be released from assigned duties one (1) hour early to attend two (2) annual Association meetings each school year providing such does not interfere with the unit members’ normal work activities.

9. Effective for the 2017-18 school year, unit members assigned to work at a BOCES site will attend periodic faculty meetings. The faculty meetings shall take place no more than eight (8) times a year and never on the same week as a scheduled professional development hours, except in emergency situations. Faculty meetings during contractual time, may be scheduled in the morning, mid-day or afternoon, depending on the schedule that fits best to the individual site and needs of the program. Faculty meetings should be announced at least one (1) week in advance, except in the case of emergencies. Faculty meeting shall not result in loss of the thirty-five (35) minute duty-free lunch.

B. Open House (Groups I & II)

Committees appointed by the building principal and the Association shall plan one evening open house each school year. Teachers shall attend the open house.

C. Class Books and Lesson Plans (Groups I & II)

1. Class books, which shall include attendance records and/or student grades, shall be the property of the Board.

2. Each principal, with input from his/her respective Principal's Advisory Council, shall determine his/her staff's lesson plan procedures.
D. Calendar (Groups I & II)

1. The Executive Officer shall notify the Association of the SED recommended calendar upon his receipt of that calendar.

2. The Association shall furnish the Executive Officer with its calendar recommendations within 30 days after its receipt of the SED recommended calendar.

E. Work Year (Groups I & II)

1. Effective July 1, 2001 the work year for teachers shall be increased to 187 days. Two (2) days shall be used for staff development activities.

2. Except for those teachers in point 3 below, the work year for teachers shall be as referenced in paragraph 1 above. The BOCES will schedule the work year so that is starts no earlier than the week prior to Labor Day annually. Up to three (3) days may be scheduled as work days prior to Labor Day. Under such circumstances, the Friday before Labor Day will not be scheduled as a work day. Prior to approval, the draft calendar will be shared with the Association President for review and he/she will provide feedback to the Human Resources Department within ten (10) days for consideration.

3. The BOCES may require that teachers new to the BOCES work as many as three (3) additional days (during the month of August) above the regular 187 work days during their first year of employment to be reimbursed at 1/200th of their annual rate.

4. Effective with the 2017-18 school year, itinerant staff shall work with their direct supervisor to compare the BOCES calendar and the calendar(s) of the employee’s assigned district by October 1 of each year, or within two (2) weeks of a new assignment. The employee and Supervisor will develop a plan to determine how to provide services while ensuring the employee’s work year does not exceed the 187 days and submit the plan to the Director of K-12 Instruction and Director of Human Resources for approval each year.

F. Summer Benefits (Groups I & II)

Personnel employed for the summer session shall be given one day sick leave and emergency leave as defined in Article 9 D. Unused sick time shall be accrued to the teacher's accumulated sick leave.
G. Internet Education Instructors in Non-Tenure Track Positions (Group VI)

1. The parties acknowledge and confirm that participation in Internet instructional coursework shall not be used by the BOCES to argue that the Association may have waived any rights that may exist to the exclusivity of bargaining unit work.

2. Internet instructional coursework shall not be used if it can clearly be demonstrated that it has caused or will immediately cause any WFL BOCES bargaining unit member, in specifically required tenure areas, to be laid off or reduced from full time to part time employment.

3. Teacher participation in the Internet instructional coursework shall be voluntary. All instructors will be employees of the Wayne-Finger Lakes BOCES and part of the Association. Retired teachers may participate as instructors. All instructors must hold New York certification in the area they are instructing.

4. All Internet instructional courses will have a “rolling enrollment”, meaning that students can enter at any time. As a result, courses are available throughout the year.

5. Instructors providing Internet Education shall belong to Group VI, which defines appointments and teaching load. The AccelerateU policies and procedural handbook will specifically address Internet evaluations, programs procedures, student contract, including discipline, and any supervisory issues.

H. Planning Period (All Groups)

All unit members will have at least thirty (30) minutes each instructional day during which they will not be required to perform other duties including meetings and/or parent conference.

ARTICLE 7 - COMMITTEES

A. Unit members shall be included on all Curriculum Committees.

B. A Principal's Advisory Council will be established in each BOCES Center.

1. The Principal and the Association in each Center shall determine the composition of each Council.

2. The purpose of each Council shall be to discuss principal and faculty concerns.
C. Executive Officer Liaison Committee

The Executive Officer and the representatives of the Association shall meet as needed to discuss unresolved concerns. At least one meeting shall be convened to discuss the proposed budget and staffing projections prior to the adoption of a new budget by the BOCES. Both parties shall mutually agree to hold additional meetings.

D. Professional Development and Work Day Committee

The parties shall establish a committee, comprised of no more than five (5) Association members and no more than five (5) Administrators from Special Education, Technology and Careers, and Occupational Therapy/Physical Therapy, to look into professional development and planning needs and make recommendations to the negotiations teams. The committee will make such recommendations by April 30, 2014.

ARTICLE 8 - CONDITIONS OF TEACHER EMPLOYMENT

A. Resignations (Groups I, II, III, & IV)

Members of the school staff, except for unit members designated as Group V, desiring to resign shall give written notice to the Director of Human Resources as early as possible; but not later than 30 days prior to the effective date of resignation.

B. Summer Employment (Groups I & II)

1. Employment in the Special/Vocational Education Summer School conducted by the Wayne-Finger Lakes BOCES for its component school districts shall be on a voluntary basis. Unit members who serve in the school year prior to the Summer School shall be offered the opportunity to teach in the Summer Program not later than March 1. Such notice shall be included in the pay checks of unit members immediately prior to March 1.

If no unit member applies prior to April 1 for particular positions, then such positions may be advertised outside of the unit. Priority consideration shall first be given to unit members who work within the program area for which they are applying, and to those who have had previous experience within the Summer School Program. Other certified applicants may then be considered.

Successful candidates will be notified by the first Friday in June in writing. Subsequently, candidates will receive written confirmation following the action of the Board of Education at their regular monthly meeting. In the case that additional summer school vacancies open after the initial process, notification of successful candidates will occur as soon as practicable by the BOCES.
2. In case of state or federally funded programs, notice of vacancy and appointments will be made as soon after approval of the project as possible. In the event approval or funds are withdrawn, BOCES is not liable for further payment.

3. In the case of non-certified positions, teachers will be notified of any such openings not filled by BOCES non-instructional staff. Notification will be by posting in the BOCES buildings and by mail to all other employees covered by this Agreement.

4. Teachers employed by the Board during July and/or August for the purpose of summer school teaching shall be paid at the daily rate of 1/200th of the current year's contract salary.

C. Notice of Vacancies (Groups I, II, III, IV & V)

1. The BOCES shall send all vacancy postings to each work location where unit members are assigned. The posting(s) will be sent to a designated Association representative. The posting(s) will be placed in a Vacancy Book maintained by the Association representative. One copy will be sent to the Association President.

2. A teacher who wishes to be informed of specific vacancies which may occur may submit to the BOCES central office such information including a summer address by June 1 and, should such a vacancy occur, the BOCES central office will notify the teacher.

3. No Bargaining Unit vacancy will be filled prior to one week from the date of posting, except in case of emergency.

D. Teacher Transfer (Groups I & II)

1. All teachers are subject to being transferred due to a reduction in budgets, teacher certification imbalance and/or a reduction in student enrollment/ service requests. It is impossible to predict how many staff members will be affected and in what tenure areas and/or Civil Service titles. In the event of a possible transfer, a discussion will be conducted with the teacher before the final decision is reached.

2. Unit members may volunteer to transfer to a different location for the following school year. They must submit a signed written request to the Human Resources Department indicating their desired location between May 1st and May 10th. If a vacancy within their Civil Service title or tenure area exists at the desired location, the BOCES will take their request under consideration. The needs of students and program will be the ultimate determining factor in who is transferred as determined by BOCES Administration.

3. All transfers for the succeeding school years will be made in writing before June 1st of the current year, if possible.
E. **Teacher Assignment (Groups I & II)**

Teachers will be notified in writing by June 1st if their teaching assignment for any year is to be materially changed from the teaching assignment for the preceding year.

F. **Seniority (Groups I)**

Seniority shall be defined as the length of continuous service within the same tenure area in the BOCES and it shall be computed beginning with the most recent date of hire. Unpaid leaves, other than for illness, shall not be counted as continuous service.

G. **Part-time Teachers (Group I)**

1. The Executive Officer agrees that two or more part-time teachers will not be hired to replace full-time teachers presently employed. Part-time teachers shall enjoy the same rights and responsibilities as full-time teachers except tenure.

2. Salary for part-time teachers shall not be less than the pro-rated amount of salary for full-time teachers. Part-time members who work more than .24 of a full time teacher's work load will receive salary and benefits proportional to the time worked. Part-time teachers may join the Teachers' Retirement System.

H. **Health Insurance Coverage (All Groups and as noted; See Article I)**

1. The BOCES participates in the Finger Lakes Area School Health Plan (FLASHP) for health insurance. Upon application, all unit members are eligible, within the provisions stated in this Article, to receive a medical and dental policy. The unit member will be required to provide documentation for eligible family members.

2. Effective July 1, 2014, plan offerings for current employees shall be as follows:
   
   a. BC/BS Blue Point 2 Select ($15) plan with $0/$30/$50 prescription rider
   b. BC/BS Blue Point 2 ($20) plan with $0/$30/$50 prescription rider
   c. BC/BS Healthy Blue plan with $5/$25/$50 prescription rider
   d. BC/BS High Deductible plan HSA seeded at $1,300/$2,600.

3. The Blue Point 2 ($20) shall be the base plan for the Blue Point 2 ($15). Current employees, who elect coverage in Blue Point 2 ($15) must pay the difference between the employer’s coverage of the premium for Blue Point 2 ($20) in accordance with the employer and employee contributions rate prescribed in this section.

4. Unit members who are hired on or after July 1, 2014, shall be offered only the following plans:
5. For the 2018-2019 school year, the employer will contribute 89% of the cost of the premium and the employee will be responsible for 11% of the cost of the premium for:
   a. BC/BS Blue Point 2 Select ($20)
   b. BC/BS Healthy Blue
   c. BC/BS High Deductible plan HSA seeded at $1,300/$2,600.

6. For the 2019-2020, 2020-2021, and 2021-2022 school years, the employer will contribute 88% of the cost of the premium and the employee will be responsible for 12% of the cost of the premium for:
   a. BC/BS Blue Point 2 Select ($20)
   b. BC/BS Healthy Blue
   c. BC/BS High Deductible plan HSA seeded at $1,300/$2,600

7. BOCES shall provide a dental insurance plan to all unit members who qualify for health benefits and who meet the criteria for such dental coverage. The plan shall be Dental Blue 3. In the case that the Dental Blue 3 is no longer available, a substantially equivalent plan shall be offered.

   Employees shall pay 10% of the premium costs and the BOCES shall pay 90% of the premium for any tier of the Dental Blue 3 plan offered by the BOCES.

8. There shall be an annual open enrollment period of at least thirty (30) days each year between April and June. This open enrollment period will be for the FLASHP plans which run from July 1 through June 30.

   There shall be a special open enrollment period of at least thirty (30) days each year between October and December. This open enrollment period will be for the FLASHP plans which run from January 1 through December 31.

   Any open enrollment period will be communicated to unit members at least 30 days in advance of such dates. Unit member must complete the required paperwork and supply any required documentation to the Human Resources Department on or before the last date of the open enrollment period in order to make changes to health insurance coverage. Any change in coverage must meet the requirements of this Article.

9. Health Insurance Buyout Option: Unit members who elect not to participate in any of the BOCES health insurance plans, are not covered under another BOCES employee’s dependent/family plan, provide written proof, in the form required by the
BOCES, of alternative coverage and who completed the BOCES health insurance waiver form, shall be annually paid $1,200 (pro-rated by FTE).

The payment will be made into the employees’ Section 403(b) account in two equal payments in January and June of each school year.

In the event the unit member, due to unforeseen circumstances resulting in loss of coverage, must rejoin the BOCES health insurance plan, the stipend will be prorated accordingly.

10. In the event that a unit member dies while actively employed, the BOCES will provide continuation of current health insurance to the surviving spouse and dependent children currently covered under the unit member’s plan for sixty (60) days after the unit member’s death. The BOCES’s rate of contribution shall remain at the same percentage as prescribed in this Agreement. The surviving spouse and/or dependent children shall have access to the benefits outlined in Article 10-I as if the deceased member retired for purposes of paying for health insurance. After sixty (60) days, the surviving spouse and/or dependent children will have the option to enroll in health insurance pursuant to BOCES policy through COBRA.

I. Flexible Benefits Plan (Groups I, II, III, IV & V)

The BOCES shall establish a flexible benefits plan, including a dependent care option that allows the participation of all unit members. Participating unit members will pay a custodial fee of ten (10) dollars per year in pre-tax dollars. The Flexible Spending Plan will be subject to Internal Revenue Service regulations.

J. Medical Reimbursement Plan (Groups I, II, III & IV)

The BOCES will contribute to the fund on an annual basis, seven hundred and fifty dollars for each unit member in Groups, I, II, III and IV who participate in a BOCES health insurance plan and who are on staff September 1, of the school year.

In the event an employee is not actively working and is in an unpaid status as of July 1 (12 month employee) August 1, (11 month employee) or September (10 month employee), of the school year, no medical reimbursement funds will be credited to their account until they return to paid status. At that time, the amount credited to their account will be pro-rated based on the number of months left in the school year. Deposits are made to the medical reimbursement accounts as follows: 12 month employees, during the month of August, 11 month employees, during the month of September and 10 month employees during the month of October.
Eligible unit members who resign or terminate employment during the course of the year will have the contribution to the medical reimbursement fund prorated. The BOCES may deduct any excess contribution from remaining paychecks or the employee may make other arrangements acceptable to the BOCES for repayment of the excess medical reimbursement fund contribution. The determination of the excess contribution for a school year shall be based on number of full months service completed in the school year divided by the unit members work year of ten, eleven or twelve months.

Unit members who leave the employ of BOCES and wish to continue access to the Plan shall pay a custodial fee. The custodial fee shall be equal to the individual account fee charged to BOCES by the Plan administrator. Payments shall be made quarterly.

K. Lunch Period (Group I)

Teachers in the educational centers shall have a 35 minute lunch period. This period shall be considered the personal time of the teacher.

L. Pupil Transfers (Group I)

As administrators consider possible pupil transfers during the school year from one class to another class, teachers affected will be among those consulted.

M. Health and Safety Committee

There will be a teacher member of the BOCES health & safety committee who shall be selected in accordance with 8 NYCRR §155 4 (d).

N. Schedule Adjustment (Group V)

Subject to the sole discretion and approval of the designated immediate supervisor Group V unit members may be entitled to adjust their normal work week in order to allow for planned time off. Any schedule adjustment shall not interfere with the unit members assigned duties.

O. Incarcerated Education Instructors in Non-Tenure Track Positions (Group IV)

1. Probationary Period.

All new incarcerated education instructors hired as of July 1, 2013 will be granted seniority, layoff and recall rights following a three (3) year probationary period.

Effective June 30, 2014, all current incarcerated education instructors with a minimum of three (3) years of continuous service shall be granted seniority, layoff and recall rights.
2. Seniority, Lay-Off and Recall.

Seniority shall be determined by continuous service as an incarcerated education instructor within the non-tenure track group. A separate seniority list shall be maintained for all such non-tenure track incarcerated education instructors.

For purposes of lay-off, seniority as an incarcerated education instructor shall apply. Incarcerated education instructors who have been laid-off will be recalled before any new hires are made. Laid-off incarcerated education instructors from these non-tenure track positions shall be kept on a recall list for seven (7) years. Recalls of incarcerated education instructors shall be made according to the recall list, except in the case that an incarcerated education instructor has been laid-off due to the directive of an outside agency as described in paragraph (3).

When an incarcerated education instructor is laid-off due to the directive of an outside agency, such instructor may only be recalled from the recall list upon approval from the outside agency at which the incarcerated education instructor will be placed. If not approved, the next person on the recall list will be recalled.

3. Changes required by an outside agency will occur according to the following parameters:
   a. The BOCES administrator will document the agency’s directive and discuss the implications with the affected incarcerated education instructor.
   b. Every effort will be made to encourage agencies to wait until the end of an academic year before the displacement takes effect.
   c. Incarcerated education instructors who are displaced as a result of an outside agency’s directive will be permitted to apply for any available incarcerated education instructor vacancies.
   d. In the event that more than two incarcerated education instructors are displaced concurrently, those incarcerated education instructors will apply for available vacancies in order of their seniority.
ARTICLE 9 - LEAVES, SICK BANK AND CONFERENCES

A. Sick Leave (Groups I, II, III, & IV)

1. Each unit member is to be granted fourteen (14) days leave for personal or family illness or physical disability per year cumulative to 250 days. The administrator may request that the employee's or family member's physician attest to the need for the employee's absence.

2. Should a teacher become aware of a future period of temporary physical disability due to scheduled surgery, pregnancy, etc., the Executive Officer shall be notified as soon as practical and shall be furnished in writing the teacher's and his/her physician's best estimate as to the beginning and termination of the period of disability. The physician shall submit additional certificates at the onset of actual physical disability and at the termination of such physical disability. At his discretion the Executive Officer may request, and the teacher shall honor such requests for, physical examinations by the school physician.

3. Notification of not less than five school days shall be given whenever a teacher who has been physically disabled has determined that he/she is or shall be ready to assume the full responsibility of his/her position.

B. Sick Leave Bank (Groups I, II, III & IV)

1. A Voluntary Sick Leave Bank shall be established. The Sick Bank Committee shall establish and administer all rules regarding the bank. The Sick Leave Bank is to be administered by a Committee of five, three appointed by the Association, two appointed by the Executive Officer.

2. In order to be eligible to withdraw days from the Sick Bank, each member of the bargaining unit must contribute two days of accumulated sick leave within 30 days of initial employment or during the month of October (annual open enrollment period).

   a. A sick bank enrollment form shall be included in a new employee packet when hired. Forms shall also be available at each supervisor’s office as well as each association building representative.

   b. In order to enroll in the sick bank a member must be at least a .5 full time equivalent (FTE).

   c. The bank will be automatically replenished when the number of days in the bank reaches 100 or less. One day shall be taken from each member whenever replenishment becomes necessary. If a member does not have a sick day available during replenishment, a personal day may be used. If no sick or personal days are available, the member shall be assessed a day from the following years credited sick days.
d. In the case where a member decides they no longer want to be eligible for the sick bank, they shall state it in writing and send to the Payroll Office their desire to leave the bank. They are not entitled to receive any days back, which they have contributed. In the future, if the member decides to rejoin the bank, they shall contribute two days during the open enrollment.

3. The maximum number of days that can be used in any year shall be 500 by all participants.

4. The following criteria have been established for utilization of the Sick Leave Bank.
   
a. Any bargaining unit member who has contributed 2 days to the Sick Leave Bank will automatically be a member of the Sick Leave Bank.

b. To be eligible to draw upon days in the Bank, a member must:
   
   i. Use up their accumulated sick leave.
   
   ii. Suffer a prolonged illness. Prolonged illness is defined as sick leave of 20 or more consecutive days absent from work.

   iii. Meeting the above requirements, a member may apply for sick days by obtaining a sick leave bank request form from the BOCES intranet, supervisor’s office or their association building representative. The form is then filled out and returned to Payroll. Payroll forwards the request to the association president. The president shall notify the Sick Leave Bank Committee. The Sick Leave Bank Committee will convene a meeting and make a determination of the request.

   iv. A member may make an initial request of up to 15 days from the sick bank. An additional application to and approval by the committee may be made for additional days, for up to a total of 60 days per member per school year. In extreme circumstances, the sick bank committee may at its discretion and taking into account the number of days the sick bank has already approved for the year, grant additional days beyond the 60.

   v. The Sick Leave Committee may require submission of a doctor's statement and any other information they may find necessary to assist in rendering a decision.

   vi. Applications will be considered in the order in which the payroll office receives them.

   vii. If there are more requested days than there are available days, the Committee may, in its discretion, grant fewer days than requested.

   viii. Members may not utilize the sick bank until the twenty-first (21st) consecutive day of absence.

5. No benefits may be used after leaving employment of Wayne-Finger Lakes BOCES.
6. All decisions made by the sick bank committee shall not be subject to the grievance procedure (Article 11).

7. All members of the bargaining unit who are eligible for the sick leave bank who choose not to enroll, shall sign a waiver indicating they were offered the opportunity to join the sick leave bank but declined.

C. Personal Leave (Groups I, II, III, & IV)

1. Each teacher is to be granted two (2) days per year, non-cumulative, for personal business which requires absence during the school day. Such leave shall be available for reasons of hardship or personal need and not for recreation.

2. Each year any unused personal leave will be credited to cumulative sick leave.

3. If a personal leave day is requested to be taken within two days prior to or after a vacation, holiday or recess pursuant to the BOCES calendar, the specific reason in writing shall be submitted to the Director of Human Resources, or designee, who, in his/her discretion, may grant or deny the request.

4. Applications for personal leave shall be submitted on forms provided by the Executive Officer at least two (2) days before the intended date of the leave. No reason for the leave shall be required, except as permitted by this section.

5. There shall be one personal leave day in addition which may be used at any time without prior written approval. This will be added to accumulated time, as in paragraph 2 above. This day will not be taken the day before or after a vacation, recess, or holiday, as pursuant to the BOCES calendar. Effective with the approval of this agreement the application of this provision to only Group I shall be removed and the provision shall apply to Group I, II, III and IV members.

6. Personal business days are limited to the amount granted. Any requests for unpaid personal business days beyond the granted amount, must be submitted for review and approval to the Director of Human Resources, or designee. The review of any request for unpaid personal time may involve the request for further information and explanation. If an employee should exceed the granted personal business days without prior approval, the employee may be subject to the disciplinary process. If an employee requests unpaid personal time on a regular basis in terms of frequency or pattern, the Director of Human Resources, or designee, may deny such request without further information or explanation. The Director of Human Resources, or designee, shall have the right, in his/her discretion, to grant or deny such leave without the establishment of any precedent thereby. Such decision regarding unpaid personal days will be final and shall not be subject to the grievance procedure contained herein.
D. Bereavement Leave (Groups I, II, III, & IV)

1. Up to three days with pay will be allowed for each death in the immediate family upon the approval of the Director of Human Resources or designee.

2. The immediate family shall include husband, wife, children, any member of the same household, father and mother, brothers and sisters, brothers-in-law and sisters-in-law, grandmother and grandfather, grandchildren, comparable relatives of the teacher's spouse.

3. Bereavement leave in no way affects sick leave or personal leave and is not accumulative.

4. Two (2) additional days of paid bereavement leave will be available for unit members required to travel a distance greater than five hundred (500) miles each way to attend to the death of an immediate family member. Unit members must submit proof of distance and travel to the Director of Human Resources for approval.

E. Jury Duty (Groups I, II, III, & IV)

Unit members called on jury duty shall be granted leave as necessary for this duty. The unit member shall receive full pay and return to the Board his/her payment for jury duty, exclusive of any reimbursements for mileage and/or meals.

F. Military Duty (Groups I, II, III, & IV)

1. A military leave shall be granted for persons called into temporary active duty of any unit of the U.S. Reserve or the State National Guard, provided such obligation cannot be fulfilled on days when school is not in session. The unit member shall receive full pay - not to exceed 30 days.

2. Military leave will be granted to any unit member who is inducted into or enlists in any branch of the armed forces of the United States. Upon return from such leave a unit member will be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence up to a maximum of four (4) years.

G. Other Extended Leaves (Groups I, II, III, & IV)

1. After one (1) year of service to the BOCES, any unit member may request a leave of absence without pay for an extended period of time to a maximum of two (2) years and ending at the beginning of a semester. In the case of an urgent or special circumstance, a unit member with less than one (1) year of service to the BOCES, may make a request for a leave of absence without pay.
The one (1) year of service requirement does not apply to unit members who are requesting a leave to take another position within the BOCES.

2. In its decision, the Board may give consideration to one or more of the following conditions:

   a. The specific nature of the problem or project.

   b. The contribution the applicant has made to the BOCES and an estimate of his/her future potential influence.

   c. Years of effective service to the BOCES.

   d. The availability of competent replacements.

3. Applications for such leaves shall be made directly to the Executive Officer who will present the request, together with his recommendation, to the Board, which shall have the right, in its discretion, to grant or deny such leave without the establishment of any precedent thereby. Such decision shall not be subject to the Grievance Procedure nor to arbitration.

4. Any unit member on an unpaid leave of absence may retain his/her current health coverage by reimbursing the BOCES the full premium cost while on leave.

H. Conferences (All Groups)

1. The Executive Officer has been authorized by the Board to grant permission for employees to attend conferences and workshops at Board expense, subject to annual budget limitations on total conference monies available in that year.

2. Unit members are expected to keep updated in the skills and knowledge relative to their teaching field. Allocated funds will be used for teacher conferences, workshops, and special training situations to upgrade skills and to remain knowledgeable in their profession. Unit members are to make requests to their immediate supervisor using the Conference Approval Form.

4. A decision on requests for conference attendance shall be given within 10 working days after receipt of the request.
ARTICLE 10 - COMPENSATION

A. Salary Schedule (Group I) – SEE Appendix B
Each returning member of the unit shall receive a salary increase, inclusive of step, as follows:

- 2018 - 2019: 3.3%
- 2019 – 2020: 3.3%
- 2020 – 2021: 3.2%
- 2021 – 2022: 3.2%

B. Additional Salary Benefits (Group I)

1. Unit members holding Permanent or Professional certification issued by NYSED, shall receive an additional $63.00 per graduate credit up to a maximum of ninety (90) credits. Provided, however, that all graduate courses must be approved by the Director of Human Resources, or designee, prior to the start date of the course. A catalog description or other documentation from the educational institute may be requested during the review and approval process of the course.

2. Salary credits for pre-approved semester hours will be granted effective September 1 if approved transcripts or official grade slips are submitted to the Human Resources Department prior to November 1. Credit earned between September 1 and February 1 will be granted effective February 1 if approved transcripts or official grade slips are submitted to the Human Resources Department prior to April 1 (paid at one-half of annual rate). Approved transcripts must be filed for continuing payment for approved credits.

3. No more than a one-step advancement will be granted in any one school year; it will be granted only at the beginning of the school year.

4. An additional amount will be paid for a unit member who holds a Master's Degree in the relevant field. Relevant field would be considered any area of education or content are that is currently being taught or has the potential to be taught within the current assignment. The amount to be paid will be $832 per year.
Unit members must submit an official transcript to the Human Resources Department, in order to receive the salary credit for a Master’s Degree. The salary credit will be effective upon receipt and review by the Director of Human Resources, or designee. Failure to provide an official transcript will delay payment of such credit until such time as the unit members provides the proper documentation.

5. Teachers employed to do curriculum, in-service training, effective schools and special projects in the summer or during school vacation periods, or outside of the regular work day will be paid $33.00 per hour for the 2018 – 2019 and 2019 – 2020 school years, $34.00 for the 2020 – 2021 school year, and $35.00 for the 2021 – 2022 school year.

C. Step Placement (Group I)

All teachers will be placed upon a step when first employed by this BOCES.

D. Salaries for Groups II, III, and IV

1. Returning unit members in Groups II, III, and IV who were employed during the school year immediately prior, shall receive a salary increase as follows:

   - 2018 - 2019: 3.3%
   - 2019 – 2020: 3.3%
   - 2020 – 2021: 3.2%
   - 2021 – 2022: 3.2%

2. Starting Salary (Group IV) -- Effective July 1, 2009, the minimum starting salary for a full time (1.0 FTE) twelve (12) month certified teacher in Group IV shall be the same as Step 1 (Group I).

E. Hourly Rate Increases for Group V

Unit members who are employed solely on an hourly basis and who were employed in the same capacity in the school year immediately prior, shall receive an hourly increase of $0.75 per hour above the rate paid during the previous year in each year of the contract.

F. Internet Education Instructors in Non-Tenure Track Positions

1. Effective with the 2017-18 school year, Internet Education Instructors will be paid an annual stipend of $350.00 per teacher for online classroom set up and training as needed during the year. This stipend is to be paid in the month following the teacher’s first online student enrollment for the school year, which starts on July 1st.
2. **Effective with the 2017-2018 school year**, the BOCES will pay $215.00 per student completion of a 20 – 24 week online course. If the student drops the course prior to completion, the teacher will be compensated at a daily rate of $1.27. Teachers will be compensated in the month following the course completion or withdrawal.

G. **Methods of Payment (Group I)**

Unit members shall have a choice of having their annual salary paid to them in 21 or 26 biweekly pays starting in September. In event that the unit member chooses 26 pays, the unit member shall receive five of these on the last pay date in June.

Effective July 1, 2019, BOCES has the option to pay unit members on the 15th and 30th of each month (or the day preceding those days if they fall on a weekend or holiday; and the last day in the month of February). Unit members shall have the option of being paid on the basis of twenty-four (24) pay periods, four (4) of which are combined along with the last paycheck for the school year, or on a basis of twenty (20) equal paychecks.

H. **Mileage (All Groups)**

Where the assignment given to a unit member requires travel between work sites during the working day, mileage will be paid at the current IRS rate to persons in the Teacher Bargaining Unit.

I. **Retirement (Groups I, II, III and Group IV 12 Month, Secondary, Salaried, Full Time Employees)**

A unit member who has been employed and actually worked for the Wayne-Finger Lakes BOCES and is eligible for retirement pursuant to the New York State Teachers’ Retirement System or New York State Employees’ Retirement System, shall be entitled to the following benefit provided he/she gives minimum advance notice by April 1st of the final year of employment during which the employee is leaving the BOCES.

Notification of retirement for the purpose of being eligible for the retirement benefits shall be as follows:

- Retirement date of June 1 – August 31, shall require notification date of no later than April 1
- Retirement date between September 1 – May 31 shall require ninety (90) days notice.

**Calculation of benefit:**

The unit member will receive a base amount for ten years of service of $11,500 **PLUS**
The unit member will receive a sum equal to each year after ten years multiplied by an increment of $450

PLUS

After five (5) years of service the unit member will receive payment for sick days according to the following parameters:

(1) 1 – 100 accumulated sick days: payment of $100/day
(2) 101 – 200 accumulated sick days: payment of $150/day
(3) 201 – 250 accumulated sick days: payment of $200/day

The money as determined in 1, 2 and 3 above will be paid pursuant to one of the following:

FIRST. The money shall be applied toward the purchase of health care insurance at the full rate of the annual premium for each year until such time as the benefits earned in one through three above are exhausted.

OR

SECOND. In the event that the unit member has provided acceptable proof of other health insurance coverage at the time of retirement, the money shall be provided to the unit member to the maximum dollar limit as provided by as an employer non-elective contribution to a tax sheltered annuity plan in accordance with the section 403(b) of the United States Internal Revenue Code.

4. All of the provisions of Article 10, Section H shall be subject to the Internal Revenue Code and IRS regulations and rulings. Should any position 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) which conform, as closest as possible, to the original intent of the parties.

J. National Board for Professional Teaching Standards Certification

Teachers who complete the certification process of the National Board for Professional Teaching Standards (NBPTS) while employed by the BOCES, shall be reimbursed by the BOCES twenty-five hundred dollars ($2,500) toward the cost of the certification application fees, upon proof of such successful completion.
Teachers who have attained and maintain advance certification by the National Board for Professional Teaching Standards (NBPTS) will receive an additional amount of one thousand dollars ($1,000) annually.

K. Effective July 1, 2018, the BOCES will bear the cost of licenses and/or related legal certification once during the life of the contract for all unit members that are required by BOCES to maintain such licenses for the purpose of Medicaid billing for their services. The member must provide proof of receiving the licenses and/or related legal certificates and proof that they have made payment prior to BOCES reimbursement. The unit member will follow the reimbursement procedure outlined within Board policy. This provision will sunset at the end of this agreement on June 30, 2022.

ARTICLE 11 - GRIEVANCE PROCEDURE

A. Declaration of Purpose

Whereas, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Cooperative Educational Services and its staff is essential to the operation of the school, it is the purpose of the procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievance of unit members without coercion, interference, restraint, discrimination, or reprisal which affect their terms and conditions of employment.

B. Definitions

1. A grievance is a claim by any member of the bargaining unit based on a violation of any of the specific and express provisions of this Agreement.

2. Association shall mean the Wayne-Finger Lakes BOCES Educators' Association.

3. Grievance Committee shall be designated by the Wayne-Finger Lakes BOCES Educators' Association.

4. Hearing Officer shall mean any individual appointed by the Board of Cooperative Educational Services and charged with the duty of rendering decisions at any stage of grievance.

5. The Association may file grievances on behalf of a class of teachers but will not file grievances on behalf of individual teacher.

C. Procedure

1. Time Limits

Since it is important that a grievance be processed as rapidly as possible, the number of days indicated in the following procedure and indicated at each level
should be considered the maximum and every effort should be made to expedite the process.

2. **Aggrieved Party**

All grievances shall use the form shown in Appendix A beginning at Level Two. The grievant shall include the name and position of the aggrieved parties; the identity of the provision of law, this Agreement and its policies; the time when and place where the alleged events or conditions constituting the grievance existed; the identity of the party responsible for causing the said events or conditions and the general nature of the grievance and the redress sought by the aggrieved party.

D. **Procedure – Stages (See Appendix A)**

1. **Level One**

A unit member with a grievance will first discuss it with his/her immediate supervisor either directly or through the Association with the objective of resolving the matter informally. All grievances must be commenced within 30 school days from the date on which the alleged events or conditions constituting the grievance occurred.

2. **Level Two**

If the aggrieved person is not satisfied with the disposition of his/her grievance at level one, or if a decision has not been rendered within ten (10) school days after presentation, he/she may file, within five school days, his/her grievance in writing with the chairman of the Grievance Committee and the Executive Officer. Within ten (10) school days after receipt of the written grievance, the chairman of the Grievance Committee will meet with the aggrieved person and the Executive Officer in an effort to resolve it.

3. **Level Three**

If the aggrieved person and the Association are not satisfied with the decision at level two, the Grievance Committee will file the grievance in writing with the Board of Cooperative Educational Services within 10 school days for resolution of the grievance. Grievances, other than those involving the terms and conditions of this Agreement, are finalized at this level.

4. **Level Four / Arbitration**

If the aggrieved person is not satisfied with the disposition of his/her grievance at level three or if a decision has not been rendered within 15 school days, the Grievance Committee will file an appeal in writing with the Board of Cooperative Educational Services for submission to arbitration, within 15 school days. Only
grievances involving an alleged violation of the terms and conditions of this Agreement may be carried to arbitration.

a. Within five (5) school days after submission to arbitration the Board of Cooperative Educational Services and the Association will agree on a mutually acceptable arbitrator competent in the area of the grievance, and will obtain the commitment from said arbitrator. If the parties are unable to agree upon an arbitrator or obtain one within an agreed upon specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by rules and procedures of the American Arbitration Association.

b. The selected arbitrator will hear the matter promptly and issue his/her decision not later than fourteen (14) calendar days from the close of hearings. The arbitrator's decision will be in writing, setting forth his/her findings, facts, reasoning, and conclusions on the issues. Copies will be given to the aggrieved parties, the Wayne-Finger Lakes BOCES Educators' Association, the Executive Officer and the Board of Cooperative Educational Services.

c. The decision of the arbitrator, if made in accordance with his/her jurisdiction and authority under the Agreement, shall be final and binding on the parties of the dispute. The arbitrator shall be without power or authority to modify or alter the terms of the Agreement and shall have only the power to interpret what the parties to the Agreement intended in the Agreement which is at issue.

d. The costs of the service of the arbitrator shall be borne equally by the Board and the Association.

ARTICLE 12 - TERM OF CONTRACT

This Agreement shall be effective as of July 1, 2018 and shall continue through June 30, 2022. This Agreement shall constitute the commitments between both parties and will remain in force for the duration of the Agreement period, except that it may be altered or changed by mutual agreement of both parties. The parties agree that all items in this Agreement have been discussed during the negotiations leading to this Agreement, and therefore, agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this Agreement except on mutual agreement of both parties.

WAYNE-FINGER LAKES EDUCATORS' ASSOCIATION

James Buck, President

BOARD OF COOPERATIVE EDUCATIONAL SERVICES

Dr. O.J. Sahler, Board of Education President

Dated this 17th day of September 2018
WAYNE-FINGER LAKES BOCES EDUCATORS’ ASSOCIATION  
APPENDIX A -- GRIEVANCE FORM

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Date of Level One Discussion with Immediate Supervisor:

Date of Level One Decision if Different From Above:

Name of Administrator

Statement of Grievance

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## Appendix B – Salary Schedule

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