

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

**ULSTER COUNTY BOARD OF COOPERATIVE
EDUCATIONAL SERVICES**

AND

**ULSTER BOCES
ADMINISTRATORS' ASSOCIATION**

JULY 1, 2017 - JUNE 30, 2020



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ARTICLE 1: PREAMBLE

The Ulster County Board of Cooperative Education Services (BOCES) hereinafter called the District and administrative employees of the Ulster County BOCES (Administrators or unit members) as enumerated in Article 2, represented by the Ulster BOCES Administrators' Association (Association) and the Chief Executive Officer of the District (District Superintendent) and the Association enter into this agreement subject to ratification by the District and the Association.

ARTICLE 2: RECOGNITION

The District recognizes, pursuant to the *Public Employees' Fair Employment Act* (Article 14 of the *Civil Service Law*; §§200 *et. seq.*), the Ulster BOCES Administrators' Association (Association) as the exclusive representative for purposes of collective negotiations concerning terms and conditions of employment and the administration of grievances arising there under for a unit consisting of Principals, Assistant Principals, Supervisors, Coordinators, and Instructional Specialists (Unit members).

ARTICLE 3: LEGAL PROTECTION

It is agreed by and between all parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE 4: MANAGEMENT RIGHTS

- A. Except as provided by statute, it is agreed that the administration of Ulster BOCES and the directing of the working forces are solely and exclusively the function and prerogative of the District. All the rights, functions, and prerogatives of the District and the exercise thereof, which are not expressly modified by one or more specific provisions of this Agreement are reserved and retained exclusively by and to the District. .
- B. The Association recognizes that all matters pertaining to the policies that affect the management and operation of the school system, including its educational and fiscal affairs, are the basic responsibility of the District pursuant to the Education Laws of the State of New York except as these policies are modified by the terms of this Agreement.

ARTICLE 5: PAYROLL/PAYROLL DEDUCTIONS

- A. Payroll deductions may be used for dues payment to professional associations.
- B. All administrators will be paid on a bi-monthly schedule. All payments will be electronically deposited into an account or accounts (maximum of 2) of the administrators' choosing. All administrators will be given access to the WinCap system through which they can retrieve all payroll documentation. The district will discontinue the issuance of all paper correspondence relative to payroll except those that are required by law or at the direction of the District auditors.

ARTICLE 6: TAX SHELTERED ANNUITIES

Tax Shelter Annuity and Credit Union deductions may be withheld if the proper forms are filed with the Personnel Office.

ARTICLE 7: POSTING OF POSITIONS

- A. Unit positions will be electronically distributed (posted) internally for at least ten (10) business days.
- B. Unit members will be notified via e-mail when unit positions are posted.
- C. The ten (10) day posting period may be reduced with the consent of the Unit President.

ARTICLE 8: WORK YEAR

- A. The work year for 12 month employees will consist of Two hundred forty-six (246) work days with fifteen (15) paid holidays. Paid holidays shall be designated as follows: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve Day, Christmas Day, and New Year's Eve Day and two additional days to be determined by the District Superintendent after consultation with the Association President.
- B. The work year for 11 month employees will consist of Two hundred twenty-six (226) work days with fifteen (15) paid holidays. Paid holidays shall be designated as follows: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve Day, Christmas Day, and New Year's Eve Day, and two additional days to be determined by the District Superintendent after consultation with the Association President.
- C. The position titles encompassing 12 month and 11 month unit members shall be appended to this agreement. (Appendix A)

ARTICLE 9: LONGEVITY PAYMENTS

- A. Upon the completion of seven (7) years of service as an administrator with Ulster BOCES a longevity payment of \$2,000, that shall be paid in addition to the regular salary increase, shall be paid to each qualified unit member.
- B. Upon the completion of eleven (11) years of service as an administrator with Ulster BOCES, a longevity payment of \$1,000, that shall be paid in addition to the regular salary increase, shall be paid to each qualified unit member.
- C. Upon the completion of fifteen (15) years of service as an administrator with Ulster BOCES, a longevity payment of \$2,000, that shall be paid in addition to the regular salary increase, shall be paid to each qualified Unit member.
- D. Upon the completion of twenty-three (23) years of service as an administrator with Ulster BOCES, a longevity payment of \$2,500, that shall be paid in addition to the regular salary increase shall be paid to each qualified Unit member.
- E. It should be clear that the longevity payment is added to the base after the calculation of a salary increase in each year that it is earned. The formula shall be as follows: succeeding year's salary = ((prior year salary – any paid longevity if applicable) x (1 + percentage increase)) + earned longevity amount. It should also be clear that the longevity payment is both cumulative and continuous (ex. after the completion of years 7 through 10 = \$2,000 then after the completion of year 11 = \$2,000 + \$1,000 and so on).
- F. Notwithstanding A., B., C., and D. above, any employee who transfers from any certificated position within Ulster BOCES to a position represented by this agreement shall have 50% of their years of certificated service with Ulster BOCES counted as credit toward administrator longevity not to exceed five (5) years of credit.

ARTICLE 10: BUSINESS TRAVEL REIMBURSEMENT

Employees who use their personal vehicle for approved business travel will be reimbursed for mileage at the Internal Revenue Service rate.

ARTICLE 11: TUITION REIMBURSEMENT

- A. Unit members will be entitled to a 50% reimbursement toward tuition up to a maximum of 12 graduate credits per year at the SUNY graduate tuition rate for courses approved by the District Superintendent or their designee, provided that the course is relevant and applicable to the degree program or coursework to the BOCES as determined by the District Superintendent. Courses that meet the requirements shall be approved.
- B. Unit members receiving reimbursement under this provision shall agree not to resign their position in the district to accept other employment, for a period of two years from the ending date of the course. Unit members who voluntarily resign their position in the district before the expiration of the two-year period shall agree to refund to the district, any and all tuition reimbursement payments received for coursework where the two-year threshold was not met. Such payments shall be deducted from any final salary payments to the extent possible.
- C. Unit members who are excessed or terminated due to layoff shall be exempt from refunding the District tuition reimbursement payments received for coursework where the two-year threshold was not met.

ARTICLE 12: ASSOCIATION BUSINESS DAYS

- A. The Association President or their designee, shall be entitled to five (5) leave days per year to conduct Association business.
- B. Such days shall be requested using MyLearning Plan or other District approved form.

ARTICLE 13: PERSONNEL FILES

- A. Upon two (2) work day prior notice, Administrators shall be provided an opportunity to review their personnel file, except for pre-employment references and credentials, in the presence of the District Superintendent or designee. In accordance with the foregoing, personnel files shall be available for inspection at a time mutually agreeable to such Administrator making the request and the District Superintendent or designee.
- B. Within ten (10) days of inspection, the Administrator shall have the right to add statements or responses to the file in connection with any matters therein contained.
- C. Copies of any materials, with the exception of pre-employment references, shall be provided to the Administrator in advance of being placed in that individual's personnel file at no cost.
- D. The Administrator shall sign the Personnel Access File Log for each instance upon review of their file.
- E. In the event the District adopts a system under which personnel files are maintained in an electronic manner, unit members will not be restricted in accessing those files beyond the limitations set forth above.

ARTICLE 14: EVALUATIONS

- A. The District and the Association shall meet as prescribed by law and Commissioner Regulations to determine the process of unit member evaluations. The form of such evaluation shall be reduced to writing as required by law and Commissioner Regulations, and shall be distributed to all unit members annually in an electronic format.
- B. Those Association members who are Building Principals as defined in Education Law §3012 (d) will be evaluated in accordance with the District's approved APPR Plan adopted pursuant to such law and regulations. Those Association members who are not building principals as defined in Education Law §3012(d) will be evaluated using the format of evaluation in use for these positions during the 2012 – 2013 school year (Appendix B). They will not be required to change to an alternate evaluation process. Individual unit members and the District Superintendent or their designee may cooperatively work out an alternate method of observation and evaluation provided that the District and Association approve each proposed alternate method.
- C. The District Superintendent or designee will evaluate unit members.
- D. Tenured unit members will receive a written evaluation in narrative form at least once per year.
- E. Non-Tenured unit members will receive a written evaluation in narrative form at least twice per year.
- F. The District Superintendent or designee may establish additional conferences with the unit member, non-tenured or tenured, as needed. The unit member may also request additional conferences with the District Superintendent or designee with reasonable time frames for both parties. The written evaluation should be preceded by a conference between the unit member and the District Superintendent or designee. The unit member may attach a statement to the evaluation that will be part of the official record and personnel folder. When a unit member's performance does not meet expectations, the District Superintendent or designee may develop a plan for improvement. The Improvement Plan shall include, but need not be limited to, identification of needed areas of improvement, a timeline for achieving improvement, the manner in which improvement will be assessed, and, where appropriate, differentiated activities to support a principal's improvement in those areas.
- G. The District Superintendent or designee will supervise the plan for improvement. The evaluation of the unit member's performance under the Plan for Improvement shall be the responsibility of the District Superintendent or designee.

ARTICLE 15: HEALTH INSURANCE BENEFITS COVERAGE

- A. Health Insurance Coverage Will Be Limited To Approved DEHIC or MVP Plans
 - 1. The Board shall provide individual or family coverage for the Board approved health insurance plan(s) while the administrator is in active services.
 - 2. Unit members hired after July 1, 2017 shall be limited in their choice of individual or family health insurance plans to DEHIC EPO20. Such member shall have the option of participating in the DEHIC Alt PPO plan by paying the dollar cost difference between their required contribution to participate in the DEHIC EPO20 plan and the required contribution to participate in the DEHIC Alt PPO plan.

3. Effective July 1, 2017, all unit members shall contribute towards their family or individual health insurance coverage according to the following schedule:
 - a. DEHIC Alt PPO: 15% of the premium
 - b. DEHIC EPO20: 10% of the premium
 - c. MVP: 15% of the premium
4. Effective July 1, 2019, all unit members shall contribute towards their family or individual health insurance coverage according to the following schedule:
 - a. DEHIC Alt PPO: 16% of the premium
 - b. DEHIC EPO20: 11% of the premium
 - c. MVP: 16% of the premium

B. Cash Option for Those Not Covered Under the District's Health Plan

1. Any unit member who is eligible to participate in a District health plan and elects to withdraw from said health plan or anyone who elects to change from a family to a single coverage shall receive annually the sum equal to \$2,400 unless four (4) or more Unit members opt for the buyout then the sum shall increase to \$4,000. This buyout shall be payable to the employee in his/her final paycheck.
2. In the event that due to a "change in life circumstances" such employee finds it necessary to re-subscribe to the original coverage, this will be permitted subject to the rules of the plan, provided that the employee notifies the District in writing within 60 days of the change in circumstances. Said employees shall have the buy-out payment prorated for the period of time for which they withdrew from coverage.
3. A unit member that is required to convert to an individual plan due to family circumstances i.e. Death of a spouse, divorce, or aging out of a dependent, shall not be entitled to payments under this article.

C. Health Insurance Upon Retirement

1. Unit members hired before the August 16, 2013
 - a. Shall after seven (7) years of service as an administrator with Ulster BOCES be entitled to 100% district covered individual or family Health Insurance cover for the life of the unit members.
 - b. And retiring under "a" above shall be entitled to reimbursement of 100% of Medicare Part B payments. In addition, if the unit member retires under a family plan, the unit member shall be entitled to 100% reimbursement for Medicare Part B payments made on behalf of their spouse, for the life of the unit member.
2. Unit members hired after the August 16, 2013
 - a. Shall after completing 10-14 years of service as an administrator with Ulster BOCES shall be entitled to 75% district covered individual or family Health Insurance coverage, for the life

of the unit member. (The District pays 75% of the premium. The unit member pays 25% of the premium.)

b. Shall after completing 15 or more years of service as an administrator with Ulster BOCES be entitled to 100% district covered individual or family Health Insurance coverage, for the life of the unit member.

a. Shall not be entitled to reimbursement for Medicare Part B payments.

D. Dental Insurance

1. The Board shall pay the full cost of family coverage for dental insurance available through the Ulster BOCES Teachers' Organization Benefit Trust.

2. Upon retirement in the New York State Teachers' Retirement System and after seven (7) years of continuous service at Ulster BOCES as an administrator, the Board will contribute ten percent (10%) of the cost of dental insurance. Also, employees meeting the above criteria may opt to use the monetary value of unused sick days towards their share of the dental insurance premium.

ARTICLE 16: IRS 125 - FLEXIBLE SPENDING ACCOUNT

Any unit member shall be entitled to the benefits of any flexible plan offered by the District. There will be a \$5,000 cap on employee medical contributions and a \$5,000 cap on dependent care contributions unless these caps are reduced by State or Federal regulations in which case the revised cap called for by such regulation will be in effect. Reimbursements paid to the Unit member by the FSA Plan Administrator shall be according to the rules of the plan. Any unit member's plan may be terminated by the District if any net cost, caused by a unit member's excess contributions, is incurred by the District. Any such such overage and penalty shall be reimbursed by the unit member to the District on a schedule of payments to be developed by the Assistant Superintendent for Administration and the unit member.

ARTICLE 17: DISABILITY INSURANCE

If The District establishes a group short-term Disability Insurance program unit members may voluntarily join at his/her own expense.

ARTICLE 18: COMPENSATION

A. In recognition of the UBAA agreement to forego reimbursement in the amount of \$700 for Insurance or Professional Dues (formerly Article 16), \$700 shall be added to each unit members 2016-2017 base salary for the purpose of calculating 2017-2018 salary increases.

1. Effective July 1, 2017, the 2016-2017 base salary (including Article 18. A.) for each member shall be increased by 2.5%.

B. In recognition of the UBAA agreement to increase the level of their contribution to the cost of medical insurance, unit members who participated in the DEHIC Alt PPO family plan shall have their 2017-2018 base salary increased by \$1,451 and, unit members who participated in the DEHIC Alt PPO individual plan shall have their 2017-2018 base salary increased by \$258 for the purpose of calculating 2018-2019 salary increases.

C. In recognition of the UBAA agreement to forego one (1) vacation day, the value of one (1) 2016-2017 vacation day shall be multiplied by the factor of 1.4 and such resulting value shall be added to the base salary in 2017-2018 for the purpose of calculating 2018-2019 salary increases.

1. Effective July 1, 2018, each unit members 2017-2018 base salary will be increased by 2.25%.

2. Effective July 1, 2019, each unit members 2018-2019 base salary will be increased by 2.0%.
- D. The following unit member shall have their 2017-2018 base salary increased by the following amount for the purpose of calculating their 2018-2019 salary.
- | | |
|---------|---------|
| Farrell | \$2,750 |
|---------|---------|

ARTICLE 19: RETIREMENT BENEFITS

- A. A unit member who retires from the District for the purpose of receiving benefits from the New York State Teachers' Retirement System shall be entitled to buy out sick leave under the following provisions:

Number of Sick Days	Explanation
0-49	There will be no cash payout. 25% of the accrued will be deposited in the sick bank the remaining 75% will be returned to the district.
50-151	Up to 101 unused sick days will be liquidated at \$75.00/day (maximum \$7,575.00).
152 -246	Up to 94 unused sick days will be liquidated at \$90.00/ day (maximum \$8,460)
	Maximum Total: \$16,035 (\$7,575 +\$8,460)

- B. Any monies paid out under this provision will be directed to a non elective 403(b) plan.

ARTICLE 20: LEAVES OF ABSENCE

A. Sick Leave Allowance

1. Unit members shall earn sixteen (16) days per year for personal illness or illness in the "immediate family."
2. "Immediate family" shall mean father, mother, brother, sister, spouse, children, grandchildren, grandparents, legal guardians, mother-in-law, and father-in-law, stepparents, stepchildren, stepbrother, stepsister, domestic partner or a person of significant relationship residing in the household.
3. Twelve month unit members hired after July 1 of each year will accrue sick days at the rate of 1.3 days/month. Thereafter on July 1 of each year unit members shall be credited with 16 days at an effective rate of 1.33 days per month.
4. Unit members may accumulate up to 246 days.

B. Sick Leave Bank

1. Sick leave bank was established on July 1, 1979, with an initial deposit of 30 days.
2. Unit members may contribute two (2) days per year with no bank limit.
3. Unit members who suffer catastrophic personal illness may use days from the bank after their own sick leave is exhausted.

4. Decisions on the use of days shall rest with a committee of three. One (1) member of the administrative team and two (2) unit members who will make recommendation to the District Superintendent who shall recommend the same to the Board. Such decision by the Committee is final and binding on the UBAA and the action of the District Superintendent is not subject to the grievance process as herein outlined, or reviewable in any other forum, administrative or judicial.
5. Upon separation from the agency a unit member who is not eligible for reimbursement of unused sick days may have those days contributed to the sick bank.
6. The Association and District recognize that all currently accrued sick leave bank days for unit members shall continue to accrue for the benefit of participating unit members, and any affiliated agency groups, should such an agreement to affiliate with another agency group be made by the Association.

C. Bereavement

Up to five (5) days may be taken, for each occasion, for deaths in the "immediate family."

D. Personal Leave

1. Three (3) days per year may be taken for personal or business items that cannot be taken care of outside regular working hours.
2. All personal days may be requested without reason at least three (3) days in advance of each anticipated absence. Personal leave shall not be available for days immediately preceding or following a vacation, holiday, or another personal day except with an approved reason by the appropriate administrator.
3. Any unused personal days will be converted to sick days.
4. In cases of emergency, the three (3) day notice requirement can be waived by the District Superintendent.

E. Visitation Days

Visitation days may be granted to a unit member upon request to the District Superintendent for the purpose of observing and strengthening the instructional program of the District. Such visitation will occur with no loss of pay or accrued time.

F. Unpaid Leave Of Absence

Whenever possible, the unit member desiring a leave of absence without pay, other than maternity, adoption, or extended sick leave (a discretionary leave), shall file a written request for such leave with the District Superintendent by February 1 of the school year prior to that in which the leave is desired. A unit member returning from a leave of absence without pay before the start of a new semester shall be reinstated to one's former position, if available, or if not, a position in one's tenure area without reduction in salary. There is no accrual of seniority during a leave without pay.

G. Military Leave

A unit member entering the Armed Forces or similar service such as Peace Corps shall be reinstated to one's tenure area in accordance with applicable State and Federal Law.

H. Vacation Leave

1. For all unit members, every attempt should be made to utilize all earned vacation time during the year in which it was earned. Requests to carryover and payments for unused vacation time should be the exception and not the rule, and should occur because agency business prevented

the employee from utilizing all of his/her earned vacation time, which should be explained/documentated to the District Superintendent for approval in advance and in writing when submitting requests for either carryover or payment.

2. All tenured unit members will be credited with 24 vacation days on July 1 of each year, (earned at the rate of two (2) days for each month of employment). Up to three (3) unused vacation days may be carried over into the next school year, or may be liquidated at the rate of 1/240 subject to the prior approval of the District Superintendent as per the conditions outlined in Article 20 H. 1.
3. All probationary unit members hired after July 1, 2017, will be credited with vacation on July 1 each year (earned at the rate of 1.67 days for each month of employment during their first probationary year, earned at the rate of 1.75 days for each month of employment during their second probationary year, earned at the rate of 1.83 days for each month of employment during their third probationary year, and earned at 1.92 days for each month of employment during their fourth probationary year). The following table illustrates the breakdown.

Probationary Years Completed	Vacation Days Earned Each Month	Total Vacation Days Earned (12 Months)
> 0 and < 1	1.67	20
> 1 and < 2	1.75	21
> 2 and < 3	1.83	22
> 3 and < 4	1.92	23
> 4	2.00	24

4. All probationary unit members hired before July 1, 2017 will be credited with the appropriate number of vacation days based on their probationary years as of July 1, 2017. Up to three (3) unused vacation days may be carried over into the next school year, or may be liquidated at the rate of 1/240 subject to the prior approval of the District Superintendent as per the conditions outlined in Article 20 H. 1.

See MOA - May 2018

5. At each unit member's discretion, the cash value up to two (2) unused vacation days may be used to reimburse the unit member for the sole purpose of reimbursing the unit member, after the submission of proof of payment, for their payment of professional membership dues. (Appendix D) For the purpose of budgeting and planning, such intention to use this provision should be declared in writing by July 15th of each school year. (Appendix C)

I. Child Care and Adoption Leaves

1. A unit member will be granted a child care leave provided that the unit member provides at least ninety day (90) notice prior to the commencement of the leave. Such notice is to be provided so the District will have the opportunity to obtain a qualified substitute. The written request for child care leave shall include the date when the leave is to commence as well as the anticipated date of return from the leave. The child care leave shall be for a period of up to one year commencing from the date the leave is taken. The District Superintendent and Board of Education may consider an additional extension not to exceed a total of one year. Return from a child care leave must occur with a two-month notification to the District of the desired date of return from child care leave. Upon written notice to the District Superintendent, the two-month notice may

be waived at the discretion of the District Superintendent. The unit member will be reinstated to one's original position if available, or if not, in the area of tenure without reduction in salary. The individual will have the option of continuing dental and health insurance coverage during the child care leave period, through COBRA. There is no accrual of seniority while on unpaid leave.

2. Any disabilities resulting from, or contributed to, by pregnancy related causes or recovery, are for all job related purposes, temporary disabilities and will be treated as such under the guidelines of health, sick leave, or disability as applicable under a physician's written approval and/or verification.
3. A leave of absence shall be available upon request for a period not to exceed one year to a unit member adopting a child. The District Superintendent and Board of Education may consider an additional one (1) year extension. All conditions of child care leave shall apply. However, it is understood the leave may commence sooner than the ninety (90) days provided that sufficient verification of such adoption that the leave is a necessary condition of the adoption. If such an emergency time frame occurs, it is understood that the unit member will make every effort to assist in the transition. A maximum of two (2) days with pay may be taken for the legal proceedings associated with the adoption of a child. Before resorting to days under this, the unit member must have exhausted the appropriated personal and vacation leave.

J. Jury Duty Leave

Unit members who are called for jury duty will be paid their full salary for the period of time served.

ARTICLE 21: ATTENDANCE AT CONFERENCES

Subject to budgetary constraints, unit members attending District approved overnight conferences shall have a choice of individual or shared accommodations.

ARTICLE 22: VOLUNTARY TRANSFERS

- A. It shall be the intent of the district to give consideration to current members of the unit whom have requested such a change in writing. The following criteria will be considered by the District Superintendent and the Board: (1) seniority within the designated program; (2) seniority within the district; (3) level of education; (4) total teaching and/or administrative experience; (5) experience other than in administration within the field of the new position; (6) certifications; and (7) tenure area. These criteria do not establish a priority list. They will be used along with other valid criteria in the selection of the successful candidate. Selection of the successful candidate shall be at the sole discretion of the District Superintendent.
- B. In all cases unit members must follow all procedures and deadlines specified in the notice of vacancies. Unit member applicants whose submitted credentials and experience meets the criteria of the job posting shall be interviewed for the position.
- C. Positions will be filled by the Board, upon recommendation of the District Superintendent, based upon qualifications needed and particular requirements of the vacancy.

ARTICLE 23: INVOLUNTARY TRANSFERS

- A. Notice of transfer or reassignment of unit members shall be made known to those affected as soon as it is practicable.
- B. Unit member certifications and qualifications shall be considered in determining his or her reassignment or transfer. Final decision for transfer reassignment shall be at the sole discretion of the District Superintendent.

- C. Any involuntary reassignment or transfer of a unit member shall be made only after a meeting with the District Superintendent or designee. The unit member will be notified of the reason for the assignment or transfer before the announcement is made.
- D. The decision to transfer or reassign unit members shall be the sole responsibility of the District Superintendent.
- E. The District shall provide the Association President with a seniority listing of all unit members by Administrative tenure areas by October 15th of each school year. The Association shall have until November 15th of each school year to initiate a challenge regarding the accuracy of such listings. Failure to submit any challenge shall constitute the Associations acceptance of the accuracy of such lists. The District and the Association shall meet subsequent to November 15th to rectify and correct if necessary, any inaccuracies of such lists.
- F. In the event of a misapplication of the law by the parties when creating and or accepting the accuracy of the seniority lists, the Law will be correctly applied, and will prevail.
- G. The District recognizes that the law, as interpreted by Commissioner Regulations prohibits involuntary transfer outside of a person's tenure area.

ARTICLE 24: INCLEMENT WEATHER/SNOW DAYS

If instructional programs are canceled, unit members may use personal days or vacation days in lieu of reporting.

ARTICLE 25: ASSOCIATION USE OF FACILITIES

- A. The District will provide an area at each BOCES building where items pertinent to unit members can be posted.
- B. Organizational meetings may be conducted on school property.
- C. Use of BOCES communication systems for union business is permitted.
- D. The District will supply digital copies (i.e. pdf format) of the Collective Bargaining Agreement to each unit member at District expense.

ARTICLE 26: GRIEVANCE PROCEDURE

- A. A grievance is a dispute involving interpretation or application of any of the terms of this agreement. It shall not apply to the exercise of a judgment that is conferred by law, or by this agreement upon the District Superintendent for the Board.
- B. All grievances shall be submitted on an approved form. (Appendix E)
- C. The grievance shall be deemed waived unless it is submitted within 30 school days after the aggrieved party became aware of the alleged grievable situation.
- D. The District and the Association will facilitate any investigation that may be required to make available any and all material and relevant documents, communications and records concerning the grievance.
- E. The aggrieved Association member shall have the right of representation at all stages of the grievance procedure.
- F. In any grievance brought by a unit member or group of unit members, the unit shall be notified of all meeting dates should they occur and given copies of materials should they be considered or referenced in any decision prior to Stage 4.

- G. No interference, coercion, restraint, discrimination or reprisal of any kind at any time will be taken by the district or a staff member against the unit or any other participant in the grievance procedure.
- H. Failure by the district to submit its decision(s) in the time limit set forth herein shall be construed as a denial of the grievance and the grievance may be appealed to the next stage. Failure of an aggrieved unit member to appeal or take such action in the time limit set forth herein shall be deemed a waiver of the grievance.
- I. Grievances shall be submitted at the lowest possible stage where relief may be granted.
- J. Either party may request to the other party, an extension of the time permitted to respond at any level.

PROCEDURE

- A. Stage 1: An informal meeting takes place between the aggrieved unit member and the most appropriate administrator. The administrator will render a written decision within 10 school days of the meeting.
- B. Stage 2: Within 10 working days of the Stage 1 decision, the grievance shall be presented in writing to the District Superintendent who shall render a written decision within 10 working days of receipt of the grievance.
- C. Stage 3: Within 10 working days of the disposition of the grievance at Stage 2, the unit member may respond to an adverse decision at stage 2 by filing an appeal with the Clerk of the Board within 10 working days of receipt of the Stage 2 decision. It shall specify the issues left unresolved following the Stage 2 decision. A committee of the Board shall issue a written decision to the appeal within 30 working days following the date on which the appeal was received
- D. Stage 4:
 1. In the event that the decision at Stage 3 has failed to resolve the dispute to the satisfaction of the Association, it may appeal to arbitration by filing a demand for arbitration upon the District Superintendent within 10 working days of receipt of the Stage 3 decision.
 2. The demand for arbitration shall identify the issue(s) that shall be submitted to arbitration and specific section or sections of this agreement that the Association claims have been violated. The demand for arbitration may not add to the issues previously considered at Stages 2 or 3.
 3. If the grievance is not settled at Stage 3, the Association may submit a letter to the District Clerk stating its demand to Arbitrate within 10 working days of the decision at Stage 3.
 4. The District and the Association will select an arbitrator in accordance with the procedures of the American Arbitration Association. The arbitration shall be conducted under the then current voluntary arbitration rules of the American Arbitration Association except that the American Arbitration Association and/or the arbitrator cannot set the place of the hearing.
 5. All arbitration hearings shall be held in New Paltz, New York or another location agreed to by the District and the Association in writing.
 6. The arbitrator shall be without power or authority to make a decision that requires the commission of any act prohibited by law or which violates the terms and conditions of this Agreement. The arbitrator shall have no power to alter, add to, or detract from the provisions of this agreement.
 7. The cost of the services of the arbitrator will be shared equally between the Board and Association.
 8. The decision of the arbitrator shall be final and binding on the parties.

9. Either party may, with the consent of the other party, request the expedited arbitration procedure as administered by the American Arbitration Association.
10. Only the Association may bring a grievance to the fourth stage.

ARTICLE 27: PAYMENTS UPON SEPARATION OF SERVICE

- A. A unit member terminated for cause, will not be compensated for any unused sick time.
- B. A 12 month unit member terminated for cause, shall be reimbursed for any unused vacation days.
- C. Unit members laid off due to staff reduction shall be compensated for unused sick days at \$80.00/day.
- D. Unit members laid off due to staff reduction shall be able to liquidate unused vacation days at 1/240 of annual salary.
- E. Unit members returned to work after receiving payment as described above will begin accruing sick days at the rate of 1.33 days per month and vacation days at the rate of 2.08 day per month.
- F. Monies paid out in this Article shall be deposited on a pre-tax basis into a non-elective IRS 403(b).
- G. The unit member may request in writing that any payments due the employee as a result of a layoff, be withheld for a period of 60 calendar days.

ARTICLE 28: STIPEND FOR Ph.D./Ed.D.

Upon presentation of appropriate documentation, the unit member's base salary will be increased by \$500.

ARTICLE 29: WORKERS COMPENSATION

If a unit member is injured on the job, he/she will be paid his/her full salary charged to sick leave. When sick leave has been depleted, and if the unit member is a member of the sick bank, additional days may be granted at the discretion of the sick bank committee. Any claim paid to the employee from the Workers' Compensation Board shall be returned to BOCES (or the Sick Bank in days), except for medical claims.

ARTICLE 30: EMPLOYEE ASSISTANCE PROGRAM

The District shall have the right to establish an Employee Assistance Program. Employee participation in the program shall be voluntary.

ARTICLE 31: SPECIAL CERTIFICATIONS

- A. The Board of Education may upon the recommendation of the District Superintendent, appoint a unit member as the Diversified Co-Op Coordinator who shall serve as the Capstone Program Director.
- B. The Capstone Program Director will maintain the appropriate certification throughout the school year.
- C. The Capstone Program Director will complete all reports and file all documents necessary to allow the District to offer such programs.
- D. The Capstone Program Director will receive a stipend of \$1,500 per year.

ARTICLE 32: SUMMER SCHOOL PRINCIPALS

- A. Academic Summer School Principal
 1. The Academic Summer School Principal(s) position shall be posted as per Article 7, no later than April 15.
 2. Unit members interested in being considered for these positions shall apply for the position in writing in accordance with the directions contained on the posting. Experience in this or similar

positions will be considered however after considering all of the applicants and the budgetary constraints of filling the position(s) the decision of the District Superintendent to recommend any particular candidate shall be final and not grievable, provided that all procedures were followed.

3. Eleven (11) or twelve (12) month unit members other than Principals may be assigned to the position of Academic Summer School Principal by the District Superintendent. Such assignments shall not exceed two (2) consecutive years without the approval of the unit member.
4. Eleven (11) month unit members assigned to the position of Academic Summer School Principal shall be entitled to a stipend of \$5,500.
5. The Academic Summer School Principal(s) shall be entitled to carry over or liquidate an additional five (5) vacation days if applicable.
6. If an individual Academic Summer School Principal position is shared by more than one unit member the benefits shall be prorated.
7. Each unit member who serves as Summer School Principal shall be entitled to a stipend of \$2,000 for the additional work and responsibility of preparing for the opening of the program. This stipend shall be paid by June 30 of the school year preceding the opening of the Summer School Program.

B. Summer School Principal for Special Education

1. The Special Education Summer School Principal(s) position shall be posted as per Article 7, no later than April 15.
2. Eleven (11) month or twelve (12) month unit members other than those who hold the title of Principal, may be assigned to the position of the Summer School Principal for Special Education by the District Superintendent. Such assignments shall not exceed two (2) consecutive years without the approval of the unit member.
3. Eleven (11) month unit members assigned to the position of Summer School Principal for Special Education shall be entitled to a stipend of \$5,500.
4. The Summer School Principal(s) for Special Education shall be entitled to carry over or liquidate an additional five (5) vacation days.
5. If an individual Summer School Principal for Special Education position is shared by more than one unit member the benefits shall be prorated.
6. Each unit member who serves as Summer School Principal shall be entitled to a stipend of \$2,000 for the additional work and responsibility of preparing for the opening of the program. This stipend shall be paid by June 30 of the school year preceding the opening of the Summer School Program.

ARTICLE 33: TERMS SUBJECT TO GOVERNMENTAL RULING

If any of the terms of this Agreement are in violation of applicable State and Federal Law or rulings of any State or Federal agency having jurisdiction in such matter, then only that portion of this Agreement specifically affected by such laws or rulings shall become superseded, and the balance of the Agreement shall remain in full force and effect in accordance with the terms of this Agreement. If any section of this Agreement is deemed unenforceable, the parties will, upon fifteen day notice from either party, meet to rectify the impact of the change.

ARTICLE 34: INDEMNIFICATION

The Board of Education agrees to protect unit members from financial loss arising out of claims, demands, suits, or judgments by reason of alleged negligence, provided the unit member was, at the time in question, acting within the scope and period of employment or as authorized by the school authorities. A unit member who wishes to avail oneself of this protection must deliver to the Clerk of the Board of Education within five (5) days of the time one is served the original copy of the summons, complaint, process, notice, demand or pleading.

ARTICLE 35: NO STRIKE PLEDGE

The Association hereby affirms that it does not assert the right to strike against the School District, to cause, instigate, encourage, or condone any strike or to impose an obligation on any membership to do the same.

ARTICLE 36: DURATION OF AGREEMENT

This agreement shall be effective July 1, 2017, and shall continue in full force and effect through June 30, 2020.

ARTICLE 37: NEGOTIATION OF A SUCCESSOR AGREEMENT

At the request of either party, negotiations for a successor agreement will commence no later than March, prior to the expiration of the contract.

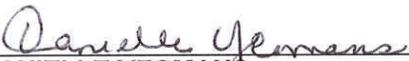
ARTICLE 38: FINAL/COMPLETE AGREEMENT

This agreement constitutes the entire agreement between the District and the Association.

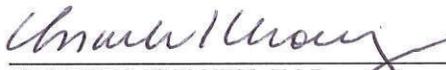
This agreement may be amended or supplemented only by further written agreement between the parties. All terms and conditions of employment not covered by the agreement, shall continue to be in full force and effect, shall be subject to the District's direction and control and shall not be the subject of negotiations until the commencement of a successor to this agreement.

ULSTER BOCES ADMINISTRATORS' ASSOCIATION

ULSTER BOCES



DANIELLE YEOMANS
President, UBAA



CHARLES KHOURY, Ed.D.
District Superintendent & Chief Executive Officer

9-26-17
DATE

9-26-17
DATE

Ratified by the Ulster BOCES Board of Education on August 30, 2017.

TITLE	ARTICLE	PAGE
ASSOCIATION BUSINESS DAYS	ARTICLE 12	6
ASSOCIATION USE OF FACILITIES	ARTICLE 25	14
ATTENDANCE AT CONFERENCES	ARTICLE 21	13
COMPENSATION	ARTICLE 18	9
BUSINESS TRAVEL REIMBURSEMENT	ARTICLE 10	6
DENTAL INSURANCE	ARTICLE 15	9
DISABILITY INSURANCE	ARTICLE 17	9
DURATION OF AGREEMENT	ARTICLE 36	18
EMPLOYEE ASSISTANCE PROGRAM	ARTICLE 30	16
EVALUATIONS	ARTICLE 14	7
FINAL/COMPLETE AGREEMENT	ARTICLE 38	18
IRS FLEXIBLE SPENDING ACCOUNT	ARTICLE 16	9
GRIEVANCE PROCEDURE	ARTICLE 26	14
HEALTH INSURANCE BENEFITS COVERAGE	ARTICLE 15	7
INCLEMENT WEATHER/SNOW DAYS	ARTICLE 24	14
INDEMNIFICATION	ARTICLE 34	18
INVOLUNTARY TRANSFERS	ARTICLE 23	14
LEAVES OF ABSENCE	ARTICLE 20	10
LEGAL PROTECTION	ARTICLE 3	4
DISABILITY INSURANCE	ARTICLE 17	9
LONGEVITY PAYMENTS	ARTICLE 9	5
MANAGEMENT RIGHTS	ARTICLE 4	4
NEGOTIATION OF A SUCCESSOR AGREEMENT	ARTICLE 37	18
NO STRIKE PLEDGE	ARTICLE 35	18
PAYMENTS UPON SEPARATION OF SERVICE	ARTICLE 27	16
PAYROLL/PAYROLL DEDUCTIONS	ARTICLE 5	4
PERSONNEL FILES	ARTICLE 13	6
POSTING OF POSITIONS	ARTICLE 7	4
PREAMBLE	ARTICLE I	4
RECOGNITION	ARTICLE 2	4
RETIREMENT BENEFITS	ARTICLE 19	10
SPECIAL CERTIFICATIONS	ARTICLE 31	16
STIPEND FOR PHD/ED	ARTICLE 28	16
SUMMER SCHOOL PRINCIPAL	ARTICLE 32	17
TAX SHELTERED ANUITIES	ARTICLE 6	4
TERMS SUBJECT TO GOVERNMENTAL RULING	ARTICLE 33	18
TUITION REIMBURSEMENT	ARTICLE 11	6
VOLUNTARY TRANSFERS	ARTICLE 22	13
WORK YEAR	ARTICLE 8	5
WORKERS COMPENSATION	ARTICLE 29	16

APPENDIX A

Ulster BOCES Administrators' Association Positions

Position Titles
Assistant Principal Career & Technical Education
Assistant Principal – Special Education
Educational Technology Supervisor
Instructional Specialist
Instructional Specialist: Model Schools
Instructional Specialist: Program Development
Principal, Alternative Education
Principal, Career & Technical Education
Principal, P-TECH
Principal, Special Education
School Library System Coordinator
SETRC Coordinator
Supervisor – Alternative Education
Supervisor, Program & Professional Development

APPENDIX B

Ulster County Board of Cooperative Educational Services

175 Route 32 North, New Paltz, NY 12561

Administrator's Evaluation

[ADMINISTRATOR'S NAME]

[TITLE]

[DATE]

VISION: Establish good practices of evaluation and supervision, which strengthen the individual (self) and the agency (organization) to provide quality and valued service (culture).

COMMITMENT TO UNDERSTANDING: Supporting the pursuit of questions and development of ideas related to teaching and learning, valuing multiple perspectives, and using data, research, and evidence.

INTELLECTUAL PERSEVERANCE: Discussing and revisiting work and thinking in order to improve it; using vision and goals to develop and assess the organization; establishing and implementing quality control mechanisms

COURAGE AND INITIATIVE: Enabling the consideration and discussion of uncomfortable topics or issues; accepting the discomfort that stems from the need to change; embracing challenges and innovations.

COMMITMENT TO REFLECTION: Valuing shared thinking as a way to develop and evaluate the organization; supporting self-assessment, monitoring, and strategic thinking processes; producing work that results from goals, actions, and strategies grounded in the analysis of past learning

COMMITMENT TO EXPERTISE: Refining and expanding current knowledge and skills; disseminating knowledge and expertise within and outside the organization; supporting learning and work that address organizational or professional needs.

COLLEGIALITY: Supporting learning with and from others; acting on the belief that learning and working with others increase our expertise; producing work that stems from collaborative learning and problem solving.

SUMMARY:

SELF REFLECTION:

Administrator's Name (PRINT) _____

Administrator Signature _____ Date: _____

Supervisor _____ Date: _____

Director: _____ Date: _____

Deputy Superintendent _____ Date: _____

District Superintendent _____ Date: _____

APPENDIX C

Ulster BOCES Administrators' Association

PROFESSIONAL MEMBERSHIP DUES OPTION

Vacation Day Cash Value Exchange

As part of the Ulster BOCES Administrators' Association Collective Bargaining Agreement, each UBAA member has the option of reducing their accrued vacation days by up to two (2) days per year and use the cash value of those days for the reimbursement of professional membership dues.

Please indicate intention below and return this form to the Personnel Office by July 15th of each school year.

- I plan to reduce my accrued vacation for the current school year by _____ day(s) [up to a maximum of two (2) days] as it is my intention to use the cash value of those days to be reimbursed for professional membership dues. I understand that I must submit proof of payment on the Vacation Cash Exchange Voucher before I will be reimbursed.

- I do not wish to participate in the vacation day cash value exchange for Professional Membership dues reimbursement.

UBAA MEMBER
(Print Name)

DATE

SIGNATURE

PERSONNEL DEPARTMENT USE

Personnel Office Signature: _____

Date: _____

APPENDIX D

Ulster BOCES Administrators' Association

VACATION CASH VALUE EXCHANGE VOUCHER *Professional Organization Membership Dues*

At each unit member's discretion, the cash value of up to two (2) unused vacation days may be used to reimburse the unit member for their payment of professional membership dues. Within 45 days of submission of proof of payment, the District shall reimburse the unit member the cash value of up to two (2) unused vacation days.

Please Type or Print

UNIT MEMBERS INFORMATION _____ Employee Name _____ Street Address _____ City, State, Zip	PROGRAM DIRECTOR'S AUTHORIZATION _____ Program Title _____ Budget Code _____ Program Director Signature
---	--

DATE	DESCRIPTION OF REIMBURSEMENT <i>(Please add the name of each Professional Organization and the amount that is being claimed.)</i>	TOTAL
	TOTAL:	

*Receipts **must** be attached for all memberships being claimed.*

UBAA Member Signature

Date Submitted

NUMBER OF VACATION DAYS REQUESTED TO CASH IN	DAILY RATE (CASH VALUE) <small>(Personnel Office)</small>	TOTAL DOLLAR AMOUNT <small>(Personnel Office)</small>	TOTAL REIMBURSEMENT REQUESTED <small>(Personnel Office)</small>	TOTAL DAYS (FTE) CASHED IN <small>(Personnel Office)</small>

<u>Business Office Approval</u> _____ Assistant Superintendent Date	<u>Authorization to Pay</u> _____ District Superintendent Date
---	--

Personnel Office/Business Office

Date Vacation Days Reduced in WinCap	Date Payment Made to UBAA Member	Check Number	Total Amount of Check

APPENDIX E

GRIEVANCE FORM

STAGE 1

TO BE COMPLETED BY GRIEVANT OR HIS/HER REPRESENTATIVE

Name: _____ Title: _____

Work Location: _____ Program Director: _____

State all provisions of Agreement involved:

Article(s): _____ Section(s): _____

Date of Occurrence: _____

Statement of Facts (use additional sheets if necessary): _____

Remedy Sought: _____

_____ Date Submitted _____ Aggrieved Unit Member _____

_____ Date Received _____ Program Director _____

.....
STAGE 1 – DECISION

Date Grievance Received: _____

Decision (use additional sheets if necessary): _____

_____ Date Decision Issued _____ Program Director's Signature _____

STAGE 2 – APPEAL

To be submitted to the District Superintendent within ten (10) school days of receipt of Stage 1 – Decision or date Stage 1 – Decision was due, whichever is earlier.

The decision at Stage 1 of the grievance is unsatisfactory.

Short statement of the grievance: _____

State all provisions of Agreement involved:

Article(s): _____ Section(s): _____

Remedy Sought: _____

_____ Date Submitted _____ Aggrieved Unit Member _____

.....
STAGE 2 – DECISION

Date Appeal Received: _____

Decision (use additional sheets if necessary): _____

_____ Date Decision Issued _____ District Superintendent or Designee _____

STAGE 3 – APPEAL

To be submitted to the District Superintendent within ten (10) school days of receipt of Stage 2 – Decision or date Stage 2 – Decision was due, whichever is earlier.

The decision at Stage 2 of the grievance is unsatisfactory.

The following issues are unresolved: _____

Date Submitted	Authorized Signature of Ulster BOCES Administrators' Association
----------------	--

.....

STAGE 3 – DECISION

Date Appeal Received: _____

Decision (use additional sheets if necessary): _____

Date Decision Issued	Board of Education
----------------------	--------------------

STAGE 4 – APPEAL

To be submitted to the District Superintendent within ten (10) school days of receipt of Stage 3 – Decision or date Stage 3 – Decision was due, whichever is earlier.

The decision at Stage 3 of the grievance is unsatisfactory.

The Ulster BOCES Administrator’s Association demands arbitration on the following issues:

State all provisions of Agreement involved:

Article(s): _____	Section(s): _____
_____	_____
_____	_____

Remedy Sought: _____

Date Submitted

Authorized Signature of Ulster
BOCES Administrators’
Association

10/25/17 BOE mtg
APPROVED

MEMORANDUM OF AGREEMENT

between
Ulster BOCES
and
ULSTER BOCES ADMINISTRATORS' ASSOCIATION

Recognition Statement

The Ulster BOCES Administrators' Association (UBAA) and the Ulster County Board of Cooperative Educational Services (BOCES) Chief Executive Officer have reached the following agreement:

WHEREAS, Article 2: Recognition Statement states the following: The District recognizes, pursuant to the *Public Employees' Fair Employment Act* (Article 14 of the *Civil Service Law*; §§200 *et. seq.*), the Ulster BOCES Administrators' Association (Association) as the exclusive representative for purposes of collective negotiations concerning terms and conditions of employment and the administration of grievances arising there under for a unit consisting of Principals, Assistant Principals, Supervisors, Coordinators, and Instructional Specialists (unit members).

WHEREAS, it has been noticed that the word "certified" has been omitted before the titles which are covered by this collective bargaining agreement, and

WHEREAS, the reference "See Appendix A for Titles" was not included at the end of Article 2 and should be added for clarification,

THEREFORE, the parties agree to the following changes to Article 2 – Recognition Statement:

The District recognizes, pursuant to the *Public Employees' Fair Employment Act* (Article 14 of the *Civil Service Law*; §§200 *et. seq.*), the Ulster BOCES Administrators' Association (Association) as the exclusive representative for purposes of collective negotiations concerning terms and conditions of employment and the administration of grievances arising there under for a unit consisting of certified Principals, Assistant Principals, Supervisors, Coordinators, and Instructional Specialists (unit members). (See Appendix A for Titles)

The signatures of the parties appearing below indicate consent and ratification by the parties according to their own procedures.

Ulster BOCES Administrators' Association

Ulster BOCES

By: 
DEAN LUCERA
President, UBAA

By: 
CHARLES KHOURY
District Superintendent &
Chief Executive Officer

Date: 10/20/17

Date: 10/20/17

5/21/18 BOE Mtg
APPROVED (RB)

MEMORANDUM OF AGREEMENT

between
Ulster BOCES
and
ULSTER BOCES ADMINISTRATORS' ASSOCIATION

Vacation Day Clarification

The Ulster BOCES Administrators' Association (UBAA) and the Ulster County Board of Cooperative Educational Services (BOCES) Chief Executive Officer have reached the following agreement:

WHEREAS, the current collective bargaining agreement between the Ulster BOCES Administrators Association (UBAA) and the Ulster BOCES (BOCES) contains language that is contradictory to current practice, and

WHEREAS, the UBAA and BOCES agree that it was not the intent of the recently concluded negotiations to change the practice, and

WHEREAS, the UBAA and BOCES agree that for clarity it is advantageous to refine the language in question.

THEREFORE, the UBAA and BOCES agree to the following amendment to the collective bargaining agreement between the parties:

ARTICLE 20: LEAVE OF ABSENCE (H) VACATION LEAVE

Change (4) to read as follows

All probationary unit members hired before July 1, 2017 will be credited with twenty-four (24) vacation days on July 1 of each school year (earned at the rate of two (2) days for each month of employment. Up to three (3) unused vacation days may be carried over into the next school year, or may be liquidated at the rate of 1/240 subject to the prior approval of the District Superintendent as per the conditions outlined in Article 20(H) (1).

All other provisions of the current agreement between the UBAA and BOCES shall remain in full force and effect.

The signatures of the parties appearing below indicate consent and ratification by the parties according to their own procedures.

Ulster BOCES Administrators' Association

Ulster BOCES

By: 
DEAN LUCERA
President, UBAA

By: 
CHARLES KHOURY
District Superintendent &
Chief Executive Officer

Date: 5/17/18

Date: 5/17/18

MEMORANDUM OF AGREEMENT

between
Ulster County BOCES
and
Ulster County BOCES Administrators' Organization

8/28/19 BEM/KB
APPROVED
Job Descriptions
approved at
this
meeting as
well.

RECOGNITION STATEMENT & APPENDIX A

WHEREAS, the UBAA and Ulster BOCES came to an agreement where the Board agreed to voluntarily recognize the Ulster BOCES Administrators' Association as the exclusive bargaining agent for the titles included in Appendix A of the Agreement which was originally ratified on September 19, 2012,

WHEREAS, Ulster BOCES has a need to create the titles of **SUPERVISOR, SPECIAL EDUCATION - RAMAMPO, SUPERVISOR, SPECIAL EDUCATION - CSE, and SUPERVISOR, ALTERNATIVE EDUCATION - CITL**, and

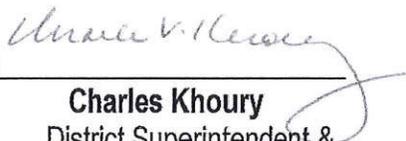
WHEREAS, the titles of SUPERVISOR, SPECIAL EDUCATION - RAMAMPO, SUPERVISOR, SPECIAL EDUCATION, CSE, and SUPERVISOR, ALTERNATIVE EDUCATION - CITL fall under the stipulations of the Recognition Statement of the UBAA contract, and

WHEREAS, Ulster BOCES and the UBAA have agreed to change the titles of EDUCATIONAL TECHNOLOGY SUPERVISOR and SUPERVISOR, SCHOOL DEVELOPMENT to **SENIOR SUPERVISOR INSTRUCTIONAL SERVICES - EDUCATIONAL TECHNOLOGY** and **SENIOR SUPERVISOR INSTRUCTIONAL SERVICES - SCHOOL DEVELOPMENT** to better differentiate the level of supervisory responsibility within the bargaining unit,

THEREFORE, in light of the foregoing, it is hereby resolved that the titles of SUPERVISOR, SPECIAL EDUCATION - RAMAMPO, SUPERVISOR, SPECIAL EDUCATION - CSE, SUPERVISOR, ALTERNATIVE EDUCATION - CITL, SENIOR SUPERVISOR INSTRUCTIONAL SERVICES - EDUCATIONAL TECHNOLOGY and SENIOR SUPERVISOR INSTRUCTIONAL SERVICES - SCHOOL DEVELOPMENT be included in the Ulster BOCES Administrators' Association (UBAA) collective bargaining agreement, Appendix A, effective July 24, 2019.

The signatures of the parties appearing below indicates consent and ratification by the parties, according to their own procedures.

By: 
Cynthia Farrell
President, UBAA

By: 
Charles Khoury
District Superintendent &
Chief Executive Officer

Date: 7/26/19

Date: 7/24/19

APPENDIX A

Ulster BOCES Administrators' Association Positions

Position Titles
Assistant Principal Career & Technical Education
Assistant Principal – Special Education
Coordinator, Model Schools & Distance Education
Educational Technology Supervisor
Instructional Specialist
Instructional Specialist: Model Schools
Instructional Specialist: Program Development
Principal, Alternative Education
Principal, Career & Technical Education
Principal, P-TECH
Principal, Special Education
School Library System Coordinator
SETRC Coordinator
Senior Supervisor Instructional Services – Educational Technology
Senior Supervisor Instructional Services – School Development
Supervisor – Alternative Education
Supervisor – Alternative Education - CITL
Supervisor – Special Education - CSE
Supervisor – Special Education - Ramapo
Supervisor, Program & Professional Development
Supervisor, School Development

3/27/19 BOE
APPROVED

MEMORANDUM OF AGREEMENT

between
Ulster County BOCES
and
Ulster County BOCES Administrators' Organization

RECOGNITION STATEMENT & APPENDIX A

WHEREAS, the UBAA and Ulster BOCES came to an agreement where the Board agreed to voluntarily recognize the Ulster BOCES Administrators' Association as the exclusive bargaining agent for the titles included in Appendix A of the Agreement which was originally ratified on September 19, 2012,

WHEREAS, the titles of **COORDINATOR, MODEL SCHOOLS & DISTANCE EDUCATION** and **SUPERVISOR, SCHOOL DEVELOPMENT** were not included on Appendix A, and

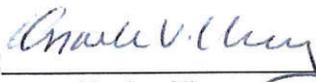
WHEREAS, the two titles fall under the stipulations of the Recognition Statement of the UBAA contract,

THEREFORE, in light of the foregoing, it is hereby resolved that the titles of **COORDINATOR, MODEL SCHOOLS & DISTANCE EDUCATION** and **SUPERVISOR, SCHOOL DEVELOPMENT** be included in the Ulster BOCES Administrators' Association (UBAA) collective bargaining agreement, Appendix A, effective March 30, 2019.

The signatures of the parties appearing below indicates consent and ratification by the parties, according to their own procedures.

By: 
Cynthia Farrell
President, UBAA

Date: 3/8/19

By: 
Charles Khoury
District Superintendent &
Chief Executive Officer

Date: 3/8/19

APPENDIX A

Ulster BOCES Administrators' Association Positions

Position Titles
Assistant Principal Career & Technical Education
Assistant Principal – Special Education
Coordinator, Model Schools & Distance Education
Educational Technology Supervisor
Instructional Specialist
Instructional Specialist: Model Schools
Instructional Specialist: Program Development
Principal, Alternative Education
Principal, Career & Technical Education
Principal, P-TECH
Principal, Special Education
School Library System Coordinator
SETRC Coordinator
Supervisor – Alternative Education
Supervisor, Program & Professional Development
Supervisor, School Development

MEMORANDUM OF AGREEMENT

Between
Ulster County BOCES
And

Ulster BOCES Administrations Association

4/31/19 BOCES
APPROVED

This Memorandum of Agreement (MOA) between the **ULSTER BOCES** (hereinafter "BOCES") and the **ULSTER BOCES ADMINISTRATORS ASSOCIATION** (hereinafter "UBAA"), both located at 175 Route 32 North, New Paltz, New York 12561 have reached the following agreement:

WHEREAS, ARTICLE 8: WORK YEAR of the UBAA Collective Bargaining Agreement (CBA) contains clauses for 12-month employees and 11-month employees, and

WHEREAS, the BOCES is desirous of adding a 10-month work year schedule to this classification of employees and

WHEREAS, the language for Article 8 will read as follows:

- A. The work year for 12 month employees will consist of Two hundred forty-six (246) work days with fifteen (15) paid holidays. Paid holidays shall be designated as follows: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve Day, Christmas Day, and New Year's Eve Day and two additional days to be determined by the District Superintendent after consultation with the Association President.
- B. The work year for 11 month employees will consist of Two hundred twenty-six (226) work days with fifteen (15) paid holidays. Paid holidays shall be designated as follows: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve Day, Christmas Day, and New Year's Eve Day, and two additional days to be determined by the District Superintendent after consultation with the Association President.
- C. The work year for 10 month employees will consist of Two hundred six 206 work days with fourteen (14) paid holidays. Paid holidays shall be designated as follows: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve Day, Christmas Day, and New Year's Eve Day, and two additional days to be determined by the District Superintendent after consultation with the Association President.

THEREFORE, BE IT RESOLVED, that the UBAA and BOCES agree to include a 10-month work year schedule to ARTICLE 8 of the UBAA CBA, effective January 31, 2019.

The signatures of both parties below indicate consent and ratification by the parties, according to their own procedures.

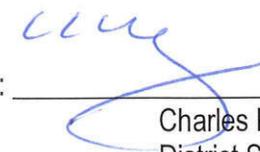
Ulster BOCES Administrators Association

Date: 1/31/19

By: 
Cynthia Farrell
President, UBAA

Ulster BOCES

Date: 1/31/19

By: 
Charles Khoury
District Superintendent

MEMORANDUM OF AGREEMENT

between
Ulster County BOCES
and
ULSTER COUNTY BOCES ADMINISTRATORS' ASSOCIATION

Contract Extension
July 1, 2020 – June 30, 2021

The Ulster BOCES Administrators' Association (UBAA) and the Ulster County Board of Cooperative Educational Services (BOCES) Chief Executive Officer have reached the following agreement:

WHEREAS, the current collective bargaining agreement (CBA) between the Ulster BOCES Administrators Association (UBAA) and the Ulster BOCES Board of Education (Board) expires on June 30, 2020, and

WHEREAS, the UBAA and Board are currently engaged in negotiations and the UBAA and Board are desirous of entering into a successor agreement for a limited duration,

THEREFORE, the UBAA and BOARD agree to the following amendment to the CBA between the parties:

Article 19: Compensation (change to read)

Effective July 1, 2020, each Unit Member will receive a 2.5% base salary increase.

Article 37: Duration of Agreement (change to read)

This agreement shall be effective July 1, 2020 and shall continue in full force and effect through June 30, 2021.

All other provisions of the CBA that are effect on June 30, 2020 between the UBAA and Board shall remain in full force and effect.

Ulster BOCES Administrators' Association

Ulster BOCES

By: *Danielle Yeomans*
DANIELLE YEOMANS
President, UBAA

By: *Charles V. Khoury*
CHARLES KHOURY
District Superintendent &
Chief Executive Officer

Date: 5/18/20

Date: 5/19/2020

MEMORANDUM OF AGREEMENT
Between
Ulster County BOCES (BOCES) and
Ulster BOCES ADMINISTRATORS ASSOCIATION (UBAA)

This Memorandum of Agreement (MOA) between the Ulster BOCES (hereinafter "BOCES") and the ULSTER BOCES ADMINISTRATOR'S ASSOCIATION (hereinafter "UBAA"), both located at 175 Route 32 North, New Paltz, New York 12561 have reached the following agreement:

WHEREAS the current collective bargaining agreement (CBA) between the UBAA and the BOCES expires on June 30, 2021, and

WHEREAS the UBAA and the BOCES have been engaged in negotiations and are desirous of entering into a successor agreement for a limited duration,

THEREFORE, the UBAA and BOCES agree to the following amendments to the CBA between the parties:

Article 8 Work Year (change to read)

A. The work year for 12-month unit members will consist of 246 days which shall commence work on July 1st and their last day of the work year shall be June 30th. The work year for 12-month employees will include fifteen (15) paid holidays. Paid holidays shall be designated as follows:

1. New Year's Day,
 2. Martin Luther King Day,
 3. President's Day,
 4. Memorial Day,
 5. *Juneteenth (when it falls on any day Sunday through Friday inclusive, unless it is being recognized on the Friday before a Saturday holiday)
 6. Independence Day,
 7. Labor Day,
 8. Columbus Day,
 9. Veterans Day,
 10. Thanksgiving Day,
 11. the day after Thanksgiving,
 12. Christmas Eve Day,
 13. Christmas Day and
 14. New Year's Eve Day.
1. *Juneteenth
 - a. When Juneteenth falls on a Saturday and it is not being recognized in the BOCES calendar as a holiday on the preceding Friday for a Saturday occurrence: two (2) additional days to be determined by the District Superintendent after consultation with the Association President.
 - b. When Juneteenth falls on a Saturday and it is being recognized in the BOCES calendar as a holiday on the preceding Friday: one (1) additional

day to be determined by the District Superintendent after consultation with the Association President.

- c. When Juneteenth falls on any day Sunday through Friday inclusive: one (1) additional day to be determined by the District Superintendent after consultation with the Association President.

B. The work year for all 11-month unit members will consist of 226 days which shall commence with twenty (20) days during the months of July and August and daily during the period September 1st through June 30th. The work year for 11-month employees will include fourteen paid holidays. Paid holidays shall be designated as follows:

1. New Year's Day,
2. Martin Luther King Day,
3. President's Day,
4. Memorial Day,
5. *Juneteenth (when it falls on any day Sunday through Friday inclusive, unless it is being recognized on the Friday before a Saturday holiday)
6. Labor Day,
7. Columbus Day,
8. Veterans Day,
9. Thanksgiving Day,
10. the day after Thanksgiving,
11. Christmas Eve Day,
12. Christmas Day and
13. New Year's Eve Day

1. *Juneteenth

- a. When Juneteenth falls on a Saturday and it is not being recognized in the BOCES calendar as a holiday on the preceding Friday for a Saturday occurrence: two (2) additional days to be determined by the District Superintendent after consultation with the Association President.
- b. When Juneteenth falls on a Saturday and it is being recognized in the BOCES calendar as a holiday on the preceding Friday: one (1) additional day to be determined by the District Superintendent after consultation with the Association President.
- c. When Juneteenth falls on any day Sunday through Friday inclusive: one (1) additional day to be determined by the District Superintendent after consultation with the Association President.

Add a new C to read as follows:

C. All 10-month unit members shall commence work on September 1st and their last day of the work year shall be June 30th. The work year for 10-month employees will include fourteen (14) paid holidays. Paid holidays shall be designated as follows:

1. New Year's Day,
2. Martin Luther King Day,
3. President's Day,
4. Memorial Day,
5. *Juneteenth (when it falls on any day Sunday through Friday inclusive, unless it is being recognized on the Friday before a Saturday holiday)
6. Labor Day,
7. Columbus Day,
8. Veterans Day,
9. Thanksgiving Day,
10. the day after Thanksgiving,
11. Christmas Eve Day,
12. Christmas Day and
13. New Year's Eve Day

2. *Juneteenth

- a. When Juneteenth falls on a Saturday and it is not being recognized in the BOCES calendar as a holiday on the preceding Friday for a Saturday occurrence: two (2) additional days to be determined by the District Superintendent after consultation with the Association President.
- b. When Juneteenth falls on a Saturday and it is being recognized in the BOCES calendar as a holiday on the preceding Friday: one (1) additional day to be determined by the District Superintendent after consultation with the Association President.
- c. When Juneteenth falls on any day Sunday through Friday inclusive: one (1) additional day to be determined by the District Superintendent after consultation with the Association President.

Article 11: Tuition Reimbursement (Change A to read)

Unit members will be entitled to a 50% reimbursement toward tuition up to a maximum of 12 graduate credits (exclusive of fees) per year at the SUNY graduate tuition rate for courses approved by the District Superintendent or their designee, provided that the course and/or the degree program is relevant and applicable to the administrator's current position at Ulster BOCES or to the BOCES as an agency as solely determined by the District Superintendent or designee. Courses that meet these requirements shall be approved.

Article 15 Health Insurance Benefits

Change C Health Insurance Upon Retirement (1)b to read

And retiring under "a" above shall be entitled to reimbursement of 100% of Medicare Part B payments at the standard premium level. In addition, if the unit member retires under a family plan, the unit member shall be

entitled to 100% reimbursement for Medicare Part B payments at the standard premium level, made on behalf of their spouse for the life of the retired unit member.

Article 18 Compensation

Add A. 2 to read as follows:

Effective July 1, 2021, the 2020-2021 base salary including Article 18.A., shall be increase by 3.00%. Such new base salary shall be paid to each Association member during the period July 1, 2021, through June 30, 2022.

Add E to read as follows:

For School Year 2021-2022 All 12-month unit members shall receive a COVID-19 program differential of \$1,000. All 11-month and 10-month unit members shall have their differential proportionately reduced. Such differential shall not be included in the calculation of base salary and shall be applied only after any base salary increase calculation.

Beginning with School Year 2022-2023, all 12-month unit members who are administering student-based programs (Principals, Assistant Principals, Supervisor – Special Education) shall receive a Student Based program differential of \$1,000 annually. All 11-month and 10-month unit members who are administering student-based programs shall have their differential proportionately reduced. Such differential shall not be included in the calculation of base salary and shall be applied only after any base salary increase calculation.

Ex. 2020-2021 base salary = \$100,000, Increase 3.00%
2021-2022 calculation = \$100,000 * 1.03 = \$103,000
Differential \$103,000 + \$1,000 = \$104,000

For Student Based Programs administrators
2021-2022 base salary \$103,000 Increase (for example) 2%
2022-2023 calculation \$103,000 * 1.02% = \$105,060
Differential \$105,060 + \$1,000 = \$106,060

Article 20.

A.: Leaves of Absence - Sick Leave Allowance

Add #5 to read

If a unit member utilizes three (3) consecutive sick leave days, a doctor's note attesting to their eligibility to return to work shall be submitted to the Human Resources Director.

B. Sick Leave Bank

#4, change second sentence to read as follows:

...who will make recommendations to the District Superintendent who may recommend the same to the Board...

Add #7

Nothing in the preceding section shall prohibit any individual unit member from requesting in writing to donate up to 5 days of their accumulated sick leave time to a specific BOCES employee who has exhausted their sick leave time and who is experiencing a catastrophic illness, subject to the approval of the District Superintendent.

Article 32 Summer School Principals

Section A

#3. Add 10-month unit members

#4 Change to read as follows

Eleven (11) month or Ten (10) month unit members assigned to the position of Academic Summer School principal shall be paid a stipend equivalent to the salary paid to out-of-district principal hires.

#6 Change to read

If an individual Academic Summer School Principal position is shared by more than one unit member all benefits shall be prorated.

#7 Change to stipend amount from \$2,000 to \$2,300

Section B: Summer School Principal for Special Education

#2 add Ten (10) month unit members

#3 Change to read as follows

Eleven (11) month or Ten (10) month unit members assigned to the position of Summer School Principal for Special Education shall be paid a stipend equivalent to the salary paid to out-of-district principal hires.

#4 add the term "if applicable" to the end of the sentence.

#5 Change to read

If an individual Summer School Principal for Special Education position is shared by more than one unit member all benefits shall be prorated.

#6 Change to stipend amount from \$2,000 to \$2,300

Add new 33 as follows

Article 33 Resignation

All unit members who desire to resign from their position at BOCES shall provide such notice of resignation to the District Superintendent at least sixty (60) calendar days prior to their departure from the BOCES. The

number of notice days can be reduced by the District Superintendent if it is in the interest of the BOCES to do so. Such determination by the district Superintendent shall not be grievable.

Renumber Articles 33 through Article 38

The signatures of both parties below indicate consent and ratification by the parties, according to their own procedures.

Duration of the Agreement (change to read)

This agreement shall be effective July 1, 2021, and shall continue in full force and effect through June 30, 2022.

All other provisions of the CBA that are in effect on June 30, 2021, except those noted within this MOA, shall remain in full force and effect.

Ulster BOCES Administrator's Association

Ulster BOCES

By: Danielle Yeomans
Danielle Yeomans
President, UBAA

By: Charles V. Khoury
Charles V. Khoury, Ed.D.
District Superintendent

Date: 6/15/21

Date: 6/15/21