

ULSTER COUNTY BOCES
TERMS AND CONDITIONS OF EMPLOYMENT

Ulster BOCES
Directors & Assistant Directors

Effective July 1, 2024

The BOCES Administrators who are covered by these Terms & Conditions of Employment are as follows:

Certificated Directors/Assistant Directors

Director, Mid-Hudson Regional Information Center

Assistant Director, Special Education

Assistant Director, Career Pathways Programs

Classified Directors/Assistant Directors

Director, School Business

Director, Human Resources, Diversity, Equity, and Inclusion

Director of Community Relations

Director of Facilities

Director of Technology

Assistant Director, Adult Education Services

ARTICLE 1 – SALARY RANGES

Salary ranges shall be used as a general guideline for establishing salaries for positions noted above. They are based on the general principal that no individual shall be paid a base salary in excess of that paid to the District Superintendent. The District Superintendent has the sole responsibility of recommending initial salaries and subsequent salaries to the Board of Education on an annual basis. The District Superintendent may deviate from these guidelines, and notify the Board of the same, when in his/her judgment it is necessary to secure or retain the most qualified person for any particular position.

Certificated Directors and Assistant Directors

Salary Range up to 90% of the District Superintendent's Base Salary.

Classified Directors and Assistant Directors

Salary Range up to 80% of the District Superintendent's Base Salary

ARTICLE 2 - LEAVE BENEFITS

For all Directors and Assistant Directors covered by these Terms and Conditions, prior years of service at BOCES in any capacity will be awarded towards accruals in Article 2, at the discretion of the District Superintendent.

Leave Time

Effective September 1, 2023, Directors and Assistant Directors will be charged in quarter (.25 FTE) day increments (two hours) based on an eight (8) hour workday, inclusive of lunch, for the use of Personal Time, Sick Time, and Vacation Time.

1. VACATION

- a. Directors and Assistant Directors must make every attempt to utilize all earned vacation time during the year in which it was awarded. Requests for carry-over and payment 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 in writing when submitting requests for either carry-over or payment. The District Superintendent shall decide to approve or disapprove each submitted request and such decision is not subject to grievance under the Provisions of Article 7.

- b. Directors and Assistant Directors covered by this agreement hired by BOCES in any position prior to July 1, 2021:

Twenty-four (24) vacation days shall be credited to each Directors and Assistant Directors on July 1 of each school year. Such day shall be earned at the rate of two (2) days per month. For individuals who commence their employment after July 1, the number of days credited to them on their first day of employment shall be prorated.

There is to be no carryover of unused vacation days or payment for unused vacation days except under the conditions noted in Article 2. 1. a. above.

- c. For all Directors and Assistant Directors covered by this agreement hired by BOCES in any position on or after July 1, 2021:

1. Twenty (20) vacation days shall be credited to each Directors and Assistant Directors on July 1 of each school year. Such days shall be earned at the rate of 1.67 days per month. For individuals who commence their employment after July 1, the number of days credited to them on their first day of employment shall be prorated.

2. Directors and Assistant Directors shall be credited with one additional day annually to a maximum of twenty-four (24) days.

3. Directors and Assistant Directors hired on or after January 1 of a school year, the additional day will be earned on July 1st of the subsequent school year

4. There is to be no carryover of unused vacation days or payment for unused vacation days except under the conditions noted in Article 2. 1. A. above.
5. Directors and Assistant Directors who separate from Ulster BOCES shall be entitled to payment for earned, but unused vacation leave at their per diem rate. Payment will be made within 30 days of separation from service. Should it be determined that an employee has used more vacation time than earned, then the overuse value will be deducted from the employee's final paycheck.
6. The District Superintendent may deviate from these guidelines, and notify the Board of the same, when in his/her judgment it is necessary to secure or retain the most qualified person for any particular position.

2. **SICK LEAVE**

Sixteen (16) days per year for personal illness or illness in the "immediate family" which shall be credited on July 1 of each year, but such days are earned at a rate of 1.30 days per month.

- a. "Immediate family" shall mean father, mother, brother, sister, spouse, children, grandchildren, grandparents, legal guardians, mother-in-law, father-in-law, stepparents, stepchildren, stepbrother, stepsister or a person of significant relationship residing in the household.
- b. Unused sick leave shall accumulate to 246 days.
- c. Directors and Assistant Directors who retire from Ulster BOCES directly into either the New York State Teachers' Retirement System or the New York State Employees Retirement System (ERS) for the purpose of receiving benefits shall be entitled to buy out sick leave days under the following provisions:
 1. 0-49 unused sick days. There will be no cash payout. 25% of the accrued will be deposited in the Catastrophic Illness Leave Bank the remaining 75% will be returned to the district.
 2. 50-151 unused sick days (101). Will be liquidated at \$75.00/day (maximum \$7,575.00).
 3. 152 -246 unused sick days (94). Will be liquidated at \$90.00/ day (maximum \$7,575 + \$8,460 = \$16,035).
- e. Any monies paid out under this provision will be directed to a non-elective 403-b plan.

3. **CATASTROPHIC ILLNESS LEAVE BANK**

- a. See "Appendix A". (Will be added once terms are finalized.)

- b. Nothing in "Appendix A" regarding the Catastrophic Illness Leave Bank shall prohibit any individual unit member from requesting, in writing to the District Superintendent, 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, separate from the Catastrophic Illness Leave Bank, subject to the approval of the District Superintendent.

Once the transfer is approved and executed it cannot be reversed.

4. BEREAVEMENT

Employees shall be entitled to up to five (5) days leave for deaths in the immediate family. As used in this section, immediate family shall mean father, mother, brother, sister, husband, wife, son, daughter, legal guardian, mother-in-law, father-in-law, grandchild, grandparents, stepparents, stepchildren, stepbrother, stepsister, or a person of significant relationship residing in the household.

5. PERSONAL LEAVE

Three (3) days per year may be taken without reason for personal business matters that cannot be taken care of outside regular working hours. Personal leave shall not be available for days immediately preceding or following a vacation, holiday or another personal day, except with approval by the employee's direct supervisor. Any unused Personal Leave will be added to Sick Leave accruals at the end of each school year.

6. LEAVE FOR OTHER ABSENCES

Leave for other absences may be granted with or without pay upon the recommendation of the Assistant Superintendent for Administration and must be approved by the District Superintendent. Appropriate forms stating the reason for the leave must be filed with the Program Director and Assistant Superintendent for Administration.

7. WORK DAYS/HOLIDAYS

Two hundred forty-six (246) workdays with fifteen (15) paid holidays.

8. JURY DUTY

Directors and Assistant Directors who are called for jury duty will be paid their full salary for the period of time served.

ARTICLE 3 - INSURANCE & RETIREMENT BENEFITS

1. HEALTH INSURANCE

- a. For all Directors and Assistant Directors covered by this agreement hired by Ulster BOCES in any position before July 1 2021:

1. The Board shall contribute towards the cost of health insurance for the Directors and Assistant Directors and their eligible dependents in one of the following plans: DEHIC Alternative PPO, DEHIC

EPO20, MVP or equivalent should the district discontinue its participation with these plans. The district contribution shall be according to the following schedule:

85% - effective July 1, 2023 (EPO 20)

83% - effective July 1, 2024 (ALT. PPO/MVP)

82% - effective July 1, 2026 (ALT. PPO/MVP)

2. The employee shall pay the balance of the premium due.
3. For employee hired prior to July 1, 2023, in recognition of the Directors and Assistant Directors increased percent level of contribution to the cost of health insurance premiums (ALT. PPO/MVP), Directors and Assistant Directors will have the equivalent dollar amount of the percent increase of their premium contribution to the cost of health insurance added to their base salary for the 2024-2025 and 2025-2026 school years. (The adjustment shall be added to the base salary after the calculation of the salary increase in each school year.)

b. For all Directors and Assistant Directors covered by this agreement hired by Ulster BOCES in any position after July 1, 2021:

1. The Board shall contribute towards the cost of health insurance for the Directors and Assistant Directors and their eligible dependents in the DEHIC EPO 20 plan according to the following schedule:

85% - Effective July 1, 2023

The employee shall pay the balance of the premium due.

2. Any Director or Assistant Director who is hired after July 1, 2021, shall have the option of participating in any of the other Health Insurance plans offered by Ulster BOCES by paying the dollar cost difference between their required contribution to participate in the DEHIC EPO20 and the total premium of the other health insurance plan. The Boards contribution will remain at the dollar amount required for the DEHIC EPO20 plan.

- c. When an active Director or Assistant Director predeceases a spouse, the spouse is eligible to continue the health insurance plan in which the active Director or Assistant Director enrolled until such time as they remarry and/or become eligible for other coverage. The surviving spouse is responsible for 102% of the cost of the health insurance premium.
- d. The District Superintendent may deviate from these guidelines, and notify the Board of the same, when in his/her judgment it is necessary to secure or retain the most qualified person for any particular position.

2. RETIREMENT BENEFITS

- a. For Directors and Assistant Directors in the Certificated Category

1. For Directors and Assistant Directors hired before August 16, 2013 to any administrative position covered by these terms and conditions, upon retirement into the New York State Teachers Retirement System (NYSTRS), immediately upon the termination of employment from Ulster BOCES, and after a minimum of seven (7) continuous years as an administrator at Ulster BOCES, the Board will pay the full cost of health insurance coverage for the Director or Assistant Director and their eligible dependents during the period of retirement. They shall be entitled to 100% reimbursement of Medicare Part B payments during their period of retirement. In addition, if a Director or Assistant Director retires under a family plan, the Director or Assistant Director will be entitled to 100% reimbursement of Medicare Part B payments made at the standard premium coverage rate on behalf of their spouse, during the period of retirement.

Unit members who are not enrolled in a BOCES health insurance plan will be reimbursed for their Medicare Part B cost up to the standard premium coverage rate.

2. For Directors and Assistant Directors hired on or after August 16, 2013, to any administrative position covered by these terms and conditions, upon retirement into the New York State Teachers Retirement System (NYSTRS), immediately upon the termination of employment from Ulster BOCES, and after completing ten (10) continuous years as an UBAA administrator or Director or Assistant Director at Ulster BOCES, the Board will pay the full cost of health insurance coverage for the employee and their eligible dependents during the period of retirement.

The Board will make no payment towards the cost of Medicare Part B premiums.

b. For Directors and Assistant Directors in the Classified Category

1. For Directors and Assistant Directors hired by BOCES in any position before July 1, 2012, who retire from Ulster BOCES for the purpose of receiving benefits from the New York State Employees' Retirement System (NYSERS), and who have completed seven (7) years of continuous service as a Service Administrator or Director/Assistant Director at Ulster BOCES, the Board will pay the full cost of health insurance coverage for the employee and his/her eligible dependents during the period of retirement. Medicare Part B reimbursement will be paid by the BOCES up to the standard premium coverage rate.

Unit members who are not enrolled in a BOCES health insurance plan will be reimbursed for their Medicare Part B cost up to the standard premium coverage rate.

2. For Directors and Assistant Directors hired by BOCES in any position on or after July 1, 2012, who retire from Ulster BOCES for the purpose of receiving benefits from the New York State Employees' Retirement System (NYSERS), the Board will pay the cost of health insurance coverage for the Director or Assistant Director and their eligible dependents during the period of retirement according to the following schedule:

| After Completing the Following Years of Service at Ulster BOCES | Board Contribution Toward Medical Insurance Premium |
|---|---|
| 10 - 14 | 75% |
| 15 – 19 | 85% |
| 20 and beyond | 89% |

The Board will make no payment towards the cost of Medicare Part B premiums.

3. For Directors and Assistant Directors hired by BOCES in any position on or after July 1, 2023, who retire from Ulster BOCES for the purpose of receiving benefits from the New York State Employees' Retirement System (NYSERS), the Board will pay the cost of health insurance coverage for the Director or Assistant Director and their eligible dependents during the period of retirement according to the following schedule:

| After Completing the Following Years of Service at Ulster BOCES | Board Contribution Toward Medical Insurance Premium |
|---|---|
| 10 - 14 | 70% |
| 15 – 19 | 75% |
| 20 and beyond | 80% |

The Board will make no payment towards the cost of Medicare Part B premiums.

c. Opting Out Option

When a retiree reaches the age of 65 and Medicare becomes the primary insurance provider, the retiree has the option of opting out of the BOCES sponsored health insurance plan to a private insurance plan and the BOCES will reimburse the retiree, upon the submission of proof of enrollment and payment, up to \$5,000 per year to cover the cost of up to 100% of their secondary insurance plan. In the event the retiree's private insurance is cancelled or cannot be obtained, the retiree will have the right to return to the EPO20 plan and will contribute towards the health insurance premium at the rate appropriate for their status based on their

original date of employment.

- d. The District Superintendent may deviate from these guidelines, and notify the Board of the same, when in his/her judgment it is necessary to secure or retain the most qualified person for any particular position.

3. HEALTH INSURANCE BUY OUT

Any Director or Assistant Director who voluntarily elects to not participate in or withdraws from a District health plan or anyone who voluntarily changes from a family to a single coverage while eligible for family coverage shall receive annually the sum equal to 50% of the net savings realized by the BOCES as a result of this change in coverage. The sum shall not exceed \$2,500 unless three (3) or more members opt for the buyout then the sum shall increase to \$4,000. This buy out shall be payable to the Director or Assistant Director in their final paycheck of the fiscal year. In the event that a “change in life circumstance” occurs and such employee finds it necessary to re-subscribe to the original coverage, this will be permitted.

4. DENTAL/VISION INSURANCE

The Board shall pay the full cost for dental and vision insurance for active Directors and Assistant Directors and their eligible dependents. Upon retirement from Ulster BOCES with a minimum of seven (7) continuous years as an administrator at Ulster BOCES and retires into the New York State Teachers' Retirement System or the New York State Employee's Retirement System (ERS) the Board will contribute ten percent (10%) of the cost of dental/vision insurance for the retiree and their eligible dependents. Also, employees meeting the above criteria may opt to use the monetary value of unused sick days (as defined in Article 2.(2)(C) - Sick Leave) towards their share of the dental/vision insurance premiums.

5. WORKERS' COMPENSATION

If a Director or Assistant Director is injured on the job, and sick time is available, their absence will be charged their sick leave accrual and he/she will be paid his/her full salary. When their sick leave accrual has been depleted, and if the employee is a member of the UBAA and Assistant Superintendent, Director and Assistant Director Catastrophic Illness Leave Bank, additional days may be granted at the discretion of the Catastrophic Illness Leave Bank Committee. Any reimbursement of sick time paid to the employee from the Workers' Compensation Board shall be converted to days and returned to the employee or the Catastrophic Illness Leave Bank.

6. DISABILITY INSURANCE

The District has established a group short-term Disability Insurance program that employees may voluntarily join at his/her own expense.

ARTICLE 4 - OTHER BENEFITS

1. TUITION REIMBURSEMENT

- A. Directors and Assistant Directors will be eligible to receive up to a maximum of twelve (12) credits annually, using Ulster BOCES fiscal year and the ending date of the course, at the per credit graduate tuition rate charged by the SUNY system, not to exceed \$6,000.00 for courses approved by the District Superintendent as to the applicability and relevance of the degree program or coursework to the objectives of Ulster BOCES.
- B. Directors and Assistant Directors 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. Directors and Assistant Directors 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. Directors and Assistant Directors 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.

2. PROFESSIONAL DEVELOPMENT

Directors will be eligible to attend one national conference related to the area of supervision, each year subject to the approval of the District Superintendent and the availability of funds in the budget. Such attendance shall be paid for by the District and the Director shall be reimbursed for any approved expenses according to the standard BOCES purchasing policy. Conference at which the Director have been invited to speak/present shall not count towards the one conference per year.

3. MILEAGE REIMBURSEMENT

Directors or Assistant Directors who use their personal vehicle for approved business travel will be reimbursed in accordance with the Internal Revenue Service.

4. PERSONAL CELL PHONE USAGE REIMBURSEMENT

Directors and Assistant Directors shall be reimbursed for a portion of the monthly cost of using their personal cell phone for agency business. Upon submission of a bill noting a monthly charge for a personal cell phone, up to a \$55.00 reimbursement per month will be permitted.

ARTICLE 5 - PAYROLL INFORMATION

1. Directors and Assistant Directors are evaluated at least once each year by their supervisor or program director.
2. Directors and Assistant Directors will be paid on a semi-monthly schedule. All payroll checks shall be electronically deposited by the Ulster BOCES Treasurer into the accounts (maximum two) designated by the employee. The obligation to make direct deposits shall be subject to the requirements of Section 192 of NYS Labor Law and/or other regulations as promulgated by the NYS Division of Labor or the Office of the State Comptroller or by laws enacted by the legislature. Directors and Assistant Directors shall have access to the WinCap Web system for receiving the record of their payroll information traditionally printed on their paystub.
3. Time Clocks - Directors and Assistant Directors reporting to an Ulster BOCES building will sign-in and sign-out upon entering and exiting the building utilizing an electronic time clock system. Directors and Assistant Directors working from an alternate location will sign-in and sign-out utilizing an electronic time clock system. If a Director and Assistant Director misplaces or forgets their BOCES issued ID badge/card on a given day, or the BOCES issued ID badge/card or machine malfunctions, a manual method will be available to record a signature and time. Only the Director and Assistant Directors name and time will be recorded.
4. Tax Shelter Annuity and Credit Union Deductions may be withheld by completing the appropriate forms. These forms are located on the Ulster BOCES website under Human Resources.
5. Payroll Deductions may be used for dues payment to professional associations.
6. Longevity Payments
 - a. ~~Certificated Assistant Superintendents~~ / Directors and Assistant Directors
 1. Upon the completion of seven (7) years of continuous service as a Director or Assistant Director with Ulster BOCES, a longevity payment of \$2,000 shall be paid in addition to the regular salary increase.
 2. Upon completion of eleven (11) years of continuous service as a Director or Assistant Director with Ulster BOCES, a longevity payment of an additional \$1,000 shall be paid in addition to the regular salary increase.
 3. Upon completion of fifteen (15) years of continuous service as a Director or Assistant Director with Ulster BOCES, a longevity payment of an additional \$2,000 shall be paid in addition to the regular salary increase.

4. Upon the completion of twenty-three (23) years continuous service as a Director or Assistant Director with Ulster BOCES, a longevity payment of an additional \$2,500 shall be paid in addition to the regular salary increase.
5. 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).

b. Classified Directors/Assistant Directors

1. Upon the completion of five (5) years of continuous service as a Director or Assistant Director with Ulster BOCES, a longevity payment of \$1,000 shall be paid in addition to the regular salary increase.
2. Upon completion of ten (10) years of continuous service as a Director or Assistant Director with Ulster BOCES, a longevity payment of \$1,600 shall be paid in addition to the regular salary increase.
3. Upon completion of fifteen (15) years of continuous service as a Director or Assistant Director with Ulster BOCES, a longevity payment of \$2,300 shall be paid in addition to the regular salary increase.
4. Upon the completion of twenty (20) years continuous of service as a Director or Assistant Director with Ulster BOCES, a longevity payment of \$3,000 shall be paid in addition to the regular salary increase.
5. Upon the completion of twenty-five (25) years continuous of service as a Director or Assistant Director with Ulster BOCES, a longevity payment of \$3,500 shall be paid in addition to the regular salary increase.
6. 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.

ARTICLE 5 - IRS 125 - FLEXIBLE SPENDING ACCOUNT

The BOCES shall maintain the Flexible Benefit Plan and provide for the administration of the plan, in accordance with Section 125 of the Internal Revenue Tax Code. Unit Members will be allowed to contribute up to the IRS or State maximum allowable amount for medical expenses and dependent care.

ARTICLE 6 - EMPLOYEE ASSISTANCE PROGRAM

The BOCES shall have the right to establish an Employee Assistance Program. Utilization of the Employee Assistance Program may be voluntary and is confidential and HIPAA compliant.

ARTICLE 7 - GRIEVANCE PROCEDURE

It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.

Definitions:

1. Employee shall mean any /Directors and Assistant Directors of Ulster BOCES, as defined on page 1.
2. Immediate Supervisor shall mean the person to whom the employee is directly responsible.
3. Grievance shall mean any claimed violation, misinterpretation or inequitable application of any existing laws, rules, regulations, or policies which relate to or involve the employee in the exercise of the duties assigned. It does not apply to questions involving the employee's rate of compensation. Questions about retirement benefits, questions relating to disciplinary proceeding or to any matter which is otherwise reviewable pursuant to law or any rule or regulations have the force and effect of law.

First Stage

Within 30 days of the employee's awareness of the allegedly grievable situation, the employee shall orally present the grievance to the immediate supervisor who shall orally and informally discuss the grievance with the aggrieved employee. The immediate supervisor shall render a determination within five school days after the grievance has been presented.

Second Stage

If the grievance is not resolved by the immediate superior on the basis of the first stage, then the employee should request, in a written statement, a review of the determination of the immediate supervisor by the District Superintendent. The District Superintendent shall render a decision within five school days after the grievance has been presented.

Review Stage

If the grievance is still unresolved the aggrieved employee may request, in a written statement, a review of the determination of the District Superintendent by the Board of Cooperative Educational Services. The Board shall notify all parties concerned of the time and place when a hearing will be held. Such hearing shall be held within ten school days of receipt of the request. Each party concerned shall have the right to present further statements at such hearing. The Board of Cooperative Educational Services shall render its report to all parties concerned in written form within *five school days* after conclusion of the hearing. Throughout all stages, the employee shall have the right to be represented by a person or persons of the employee's choice. All hearings shall be confidential.

ARTICLE 8 – RESIGNATION

Directors and Assistant Directors shall be required to give the Board no less than a 60-day notice of his/her intent to leave the employment of Ulster BOCES.

ARTICLE 9 - ULSTER BOCES - AN EQUAL OPPORTUNITY AGENCY

The Board of Cooperative Educational Services, Sole Supervisory District of Ulster County (the "District"), complies with all applicable federal and state laws regarding nondiscrimination. The District operates all educational programs and activities in compliance with federal laws which prohibit discrimination based on age, color, religion, gender, sexual orientation, gender identity or expression, genetic information, disability, marital status, veteran status, national origin or race. Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681, et seq.), among other bases, prohibits public school districts from discrimination against students on the basis of sex. The prohibition against sex discrimination covers sexual harassment, including sexual violence. All inquiries or complaints concerning any form of discrimination may be referred to the District's Compliance Officer, Ms. Amanda Stokes, 175 Route 32 North, New Paltz, New York, 12561 ~ astokes@ulsterboces.org or (845) 255-3010 or to the Office of Civil Rights of the United States Department of Education.

Note: Benefits are prorated for employees working less than a full year.