

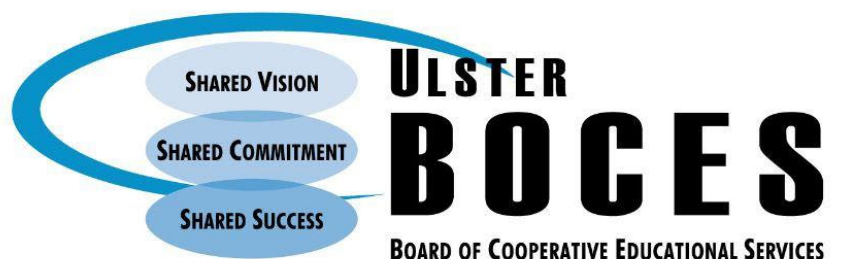
# **UBTATA COLLECTIVE BARGAINING AGREEMENT**

**ULSTER COUNTY BOARD OF COOPERATIVE  
EDUCATIONAL SERVICES**

**AND**

**ULSTER BOCES  
TEACHING ASSISTANTS' AND TEACHER AIDES'  
ORGANIZATION**

**JULY 1, 2025 - JUNE 30, 2029**



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**AGREEMENT** made June 25, 2025, between the Ulster County Board of Cooperative Educational Services hereinafter referred to as “Ulster BOCES,” and the Ulster County BOCES Teaching Assistants’ and Aides’ Organization, hereinafter referred to as the “Organization.”

## **ARTICLE 1 – RECOGNITION**

### **1.1 Exclusive Representation**

Ulster BOCES has recognized the Organization as the exclusive agent for employees in a negotiating unit consisting of Teacher Aides, Certified Teaching Assistants, Occupational Therapy Assistants, Physical Therapy Assistants, LPN/Teacher Aides, and School Monitors employed by the BOCES, exclusive of substitutes.

### **1.2 Definition of Substitute Employee**

An employee appointed for a period known at the time of appointment to be for a period less than sixty (60) days shall be a per diem substitute. If the employee works less than sixty (60) days, the employee will be paid on a per diem rate, with no benefits. If the employee works for more than sixty (60) consecutive days, the employee shall receive prorated benefits such as sick days, personal days and salary, retroactive to the first day of employment.

### **1.3 Eligibility**

The Organization shall maintain its eligibility to represent all unit members by continuing to admit persons to membership without discrimination on the basis of race, religion, color, national origin, gender, age, marital status, sexual orientation, gender identity or expression, genetic information, disability, veteran’s status, and to represent all unit member’s in the bargaining unit without regard to membership or participation in, or association with the activities of, any employee organization. BOCES shall continue its policy of not discriminating against any unit member on the basis of race, religion, color, national origin, gender, age, marital status, sexual orientation, gender identity or expression, genetic information, disability, veteran’s status, or membership in, or association with the activities of any employee organization.

## **ARTICLE 2 – LEGISLATIVE AUTHORITY**

### **2.1 Statement of Condition**

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

### **2.2 No Strike Pledge**

The Organization and Ulster BOCES recognize that strikes by unit members are contrary to law and public policy. The Organization and Ulster BOCES subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Organization agrees that it will not strike, conduct a slow down or work stoppage against Ulster BOCES, or assist or participate in any strike, slow down or work stoppage against Ulster BOCES, or impose an obligation upon its members to conduct, assist or participate in any strike, slow down or work stoppage against Ulster BOCES.

## **ARTICLE 3 – ORGANIZATION RIGHTS**

**3.1 Organization Meetings**

The Organization shall have the right to conduct meetings on Ulster BOCES property. The Organization shall be subject to BOCES policy regarding the use of BOCES property and Ulster BOCES shall have the right to make and enforce rules in regard to the use of BOCES property without consultation with the Organization. The Organization shall request prior permission for the use of any Ulster BOCES building with the appropriate building administrator. Such permission shall not be unreasonably withheld.

**3.2 Organization Business**

The Organization President or designee shall be entitled to leave with pay three (3) days each year. Application for such use shall be made to the District Superintendent. Upon approval by the District Superintendent, the representative shall notify the appropriate site supervisor.

**3.3 Bulletin Boards**

Bulletin board space for Organization use shall be provided in each school.

**3.4 Intra-School Mail**

The Organization shall be allowed continued use of the intra-school mail for the distribution of its communications to members on a reasonable basis.

**3.5 Copies of Contract**

Ulster BOCES will provide access to a read-only PDF file of the contract on the Ulster BOCES website.

**3.6 Dues Deductions**

Dues for the Organization shall be deducted from the salaries of all unit members. A dues structure statement will be provided by the Organization to Ulster BOCES by September 1 of each year. Ulster BOCES shall forward the dues collected to the Organization by the 5th of each month.

**3.7 Payroll Options**

- A. Each unit member shall be paid on a semi-monthly basis throughout the school year according to the payroll dates announced by Ulster BOCES.
- B. Each unit member shall have the option of having the unit member's semi-monthly payment reduced so as to permit the payment, upon completion of the unit member's assigned responsibilities, of a lump sum equal to an additional four paychecks at the close of the school year.
- C. Prior to June 30 of each school year, or at the start of employment, the BOCES shall provide salary option forms for each employee to complete for succeeding year for informational purposes only.

**3.8 Delivery of Paychecks**

Ulster BOCES shall maintain its best efforts to have paychecks deposited not later than the end of the morning session of announced payroll dates.

**3.9 Holiday Payroll**

When payroll days fall within a holiday period or weekend, the payroll checks shall be deposited on the last workday of the 12-month employee work schedule which precedes the holiday period or weekend.

**3.10 Payroll Deposits**

All payroll checks shall be electronically deposited by Ulster BOCES Treasurer into the accounts (maximum two) designated by the unit member. 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. All unit members shall have access to the WinCapWeb system for receiving the record of their payroll information traditionally printed on their paystub.

**3.11 Employee List**

On October 1 and February 1 of each year, Ulster BOCES shall provide the Organization with a list of names and mailing addresses of all members of the bargaining unit and a seniority list for Teacher Aides and Certificated Teaching Assistants, Occupational Therapy Assistants, Physical Therapy Assistants, LPN/Teacher Aides, and School Monitors.

**3.12 Minutes**

The President of the Organization shall be able to access a copy of the official-minutes of each meeting of the Board of Education on-line at the Ulster BOCES website.

**ARTICLE 4 – DISTRICT FILES**

**4.1 Filing of Reports**

No material shall be placed in an Ulster BOCES file about an employee unless the unit member has had an opportunity to read the material. The unit member shall acknowledge that they have read such material by affixing a signature on the actual copy to be filed with the understanding that such signature does not necessarily indicate agreement with its contents. The unit member shall have the opportunity to answer any material inserted in the file and such answer shall be filed together with the material objected to. A free copy of any material added to the member's file shall be provided to the unit member at the time of filing. Ulster BOCES, upon request, shall provide additional copies of materials in a unit member's file at the rate otherwise charged by the BOCES for the copying of documents under the Freedom of Information Law.

**4.2 Review of Files**

The review of a file shall have the following conditions: The unit member shall submit a signed request two (2) school days before the time in which he or she desires to review the file. In the event a unit member is unable to review the file during normal office hours, arrangements will be made upon reasonable advance notice to permit such review at a time convenient to the unit member and Ulster BOCES. Ulster BOCES shall have a representative present in any review. At the request of the unit member, a representative of the Organization may be present during the review. The unit member may only review the file relating to the unit member and only in the appropriate administration office. The Organization or its representatives shall have no right to review unit member's files.

**ARTICLE 5 – EMPLOYEE DISCIPLINE**

**5.1 Hearing**

Any unit member in the classified service who have been employed for four (4) years shall not be discharged except pursuant to the procedures specified in Section 75 of the Civil Service Law.

**ARTICLE 6 – EVALUATION**

**6.1 Purpose and Format**

Unit members shall be evaluated for the purpose of determining their competency in performing their assignments. The number and type of evaluation shall be determined in the BOCES' sole discretion. Upon request, Ulster BOCES and Organization shall meet and confer regarding suggestions as to changes in the evaluation sheets.

**6.2 Observations**

All formal observations of a unit members performance will be conducted openly and with the full knowledge of the unit member. Ulster BOCES shall have the right to conduct informal observations at any time. Every effort shall be made to provide a copy of any observation report or of any evaluation report prepared by the unit member's supervisor within five (5) working days. If a conference is requested, every effort will be made to discuss the report of evaluation with the supervisor within five (5) working days of receipt by the unit member prior to including it in the Ulster BOCES file. The unit member shall have the right to submit a response to any report or evaluation within ten (10) working days following receipt of the report or the requested conference and the response shall be attached to the report or evaluation.

**ARTICLE 7 – POSTING OF VACANCIES**

**7.1 Posting**

Ulster BOCES shall post notices of vacancies and/or openings of any type whatsoever occurring within the bargaining unit at all instructional sites owned and operated by BOCES and shall send a copy of each notice to the Organization president. Unit members who desire a change in program or location shall make their request in writing to the director no later than March 1 of each year. All positions must be posted in all buildings where practicable, for three (3) days. Current unit members must respond within three (3) days from final date for applications. Appointment to a vacancy and decisions over requests for transfer shall be made in the sole discretion of Ulster BOCES.

**ARTICLE 8 – WORKSHOPS CONFERENCES AND TUITION REIMBURSEMENTS**

**8.1 A. Attendance at Workshops and Conferences**

Ulster BOCES and the Organization recognize that professional development is part of the regular responsibility of an employee and that attendance at particular conferences or workshops may be of value to Ulster BOCES. Upon a showing of value to the BOCES by the employee or the Organization, and upon reasonable advance notice in writing, in each year of the term of this Agreement, the District Superintendent may grant a unit member one or more days of leave, without charge to other leave credits, for the purpose of attending such a conference or workshop and/or may authorize reimbursement of the reasonable and necessary expenses of attendance at such a conference or workshop. When feasible, a unit member shall be given forty-eight (48) hours notice if requested by Ulster BOCES to attend workshop conferences, etc., away from his/her home site.

**B. Participation in Agency Sponsored Programs**

Unit members may enroll tuition free in Ulster BOCES Adult Continuing Education classes as well as classes offered by the MHRIC or Instructional Services under the following conditions:

1. Such courses cannot be taken during the work day.
2. Enrollment is contingent upon availability of space after it is determined that adequate external enrollment is available to fund the class.
3. Any and all related costs beyond the registration fee are to be borne by the unit member including but not limited to supplies, materials, textbooks, raw materials or ingredients.
4. Unit members must verify their enrollment at their initiative on the day preceding the first class.
5. Any classes taken under this provision are not eligible for salary purposes nor for any other reimbursement claims that may otherwise be available within this agreement.

**C. Tuition Reimbursement for Certain Courses**

Effective July 1, 2025, Ulster BOCES will reimburse up \$1,500.00 per unit member per year toward the cost of coursework that meets the following criteria:

1. The coursework is functionally related to the field in which the unit member works.
2. The coursework is scheduled outside of working hours.
3. The unit member must receive prior approval from the District Superintendent or his/her designee.
4. The unit member must submit evidence of successful completion of course prior to reimbursement.
5. Coursework taken in fulfillment of requirements for a Teaching Assistant's certificate may be applied toward this reimbursement for unit members employed prior to July 1, 2006.
6. Courses taken to meet the Teaching Assistant Level III Certification requirements are not eligible for tuition reimbursement for unit members hired after June 30, 2006.

**ARTICLE 9 – GRIEVANCE PROCEDURE**

**9.1 General Provisions**

- A. A grievance is a dispute involving an interpretation or application of any of the provisions of this Agreement. It shall not apply to the exercise of a judgment which is conferred by law or by this Agreement upon the District Superintendent or the Board.

- B. All grievances shall be in writing, at any stage of the grievance procedure, and shall contain the following information: (1) name and position of the grievant; (2) the section of the contract violated; (3) the date when the violation first occurred; (4) the date of the grievance; (5) a brief summary of the grievance and if on appeal from one stage to the next, the reason for the appeal; (6) the signature of the person or persons bringing the grievance.
- C. The grievant shall be an individual employee, a group of employees or the Organization.
- D. The grievance procedure shall be the sole remedy for any claimed violation of the contract.
- E. A grievance shall be deemed waived unless it is submitted within thirty (30) calendar days after the aggrieved party knew or should have known of the events or conditions on which it is based. Thereafter, the time between steps shall be measured by school days.
- F. Failure of an aggrieved employee or the Organization to bring the grievance to the first stage of the grievance procedure within thirty (30) days or to appeal a determination to the next stage of the grievance procedure within the specified time limits shall be deemed a waiver of the grievance and the grievance shall abate.
- G. Grievances shall be submitted at the lowest possible stage where relief may be granted.

**9.2 Grievance Procedure**

- A. Stage 1  
The grievance shall be presented in writing to the appropriate site supervisor or program director who shall hold a hearing and render a written decision within fifteen (15) school days of the submission of the grievance.
- B. Stage 2  
Within ten (10) school days of the disposition of the grievance at Stage 1, the grievant may appeal in writing to the District Superintendent. The District Superintendent shall hold a hearing and render a written decision within fifteen (15) school days of the submission of the appeal.
- C. Stage 3  
Grievances may be brought to Stage 3 only by the Organization. Within ten (10) school days of the disposition of the grievance at Stage 2, the Organization may appeal an adverse decision at Stage 2 by filing an appeal with the Clerk of the Board within ten (10) school days of receipt of the Stage 2 decision. The Board or a committee of the Board shall meet with the aggrieved employee and shall issue a written decision of the grievance within thirty (30) school days following the date on which the appeal was received. The decision of the Board of Education or the Board Committee shall be final and binding upon the grievant.
- D. Stage 4

1. In the event the Organization wishes to appeal an adverse decision at Stage 3, it shall appeal to arbitration by filing a demand for arbitration upon the District Superintendent within ten (10) days of receipt of the Stage 3 decision.
2. The demand for arbitration shall identify the issues sought to be submitted to arbitration and the specific section or sections of this Agreement which the Organization claims have been violated. The demand for arbitration may not add to the issues previously considered at Stages 2 or 3.
3. A representative of the Organization will meet with a representative of the BOCES to agree on an arbitrator. In the event the parties are unable to agree on an arbitrator, one will be selected from a list of the American Arbitration Association (AAA) utilizing the selection process of AAA.
4. The arbitrator shall be without power or authority to make any decision which requires the commission of any act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall have no power to alter, add to, or detract from the provisions of this Agreement.
5. The cost of the services of the arbitrator will be divided equally between the Board and the Organization.
6. The decision of the arbitrator shall be final and binding on the parties.
7. Either party may, with the consent of the other party, request the expedited arbitration procedure as administered by the American Arbitration Association (AAA).
8. Those unit members who have a right to a hearing pursuant to Section 75 of the Civil Service Law shall be entitled to such hearing with the following supplementations. The hearing officer shall be an arbitrator and a member of the National Academy of Arbitrators. The arbitrator/hearing officer shall be jointly selected by the District and the Association in accordance with the procedures of the American Arbitration Association ("AAA") which shall manage communications during the selection process. If the parties cannot agree on a mutually agreeable arbitrator/hearing officer, then the selection of the arbitrator/hearing officer shall be in accordance with the rules of the AAA. The arbitrator/hearing officer selected in accordance with the above process shall be deemed to be designated by the Board of Education to conduct the hearing and the findings and recommendations of the arbitrator/hearing officer shall be advisory only. The filing fees of the AAA will be split equally between the BOCES and the Association. Apart from these supplementations all of the other procedural attributes of Section 75 of the Civil Service Law shall be applicable.

## **ARTICLE 10 – WORKING CONDITIONS**

### **10.1 Instructional Year**

All unit members shall report to work the Tuesday following Labor Day in September, in years that Labor Day falls on September 5, 6, or 7, members shall be available to report to work on the Friday before Labor Day through the Friday concluding Regents week in June.

In cases where the Regents examination schedule is moved to an earlier time period, not coinciding with the end of the student year, then the end of the work year shall be set at the date, working backwards to June 30, that would equate to the completion of the 181 day minimum work year for unit members. The work year for the bargaining unit will be a minimum of one hundred eighty-one (181) days and a maximum of one hundred eighty-four (184) days. The work year may be extended beyond the Friday concluding Regents week for a sufficient number of days to meet the minimum one hundred eighty (180) days mandated by the State Education Department if this becomes necessary because of school closings for inclement weather and/or other essential reasons and if the Commissioner of Education will not waive these requirements.

**10.2 Payment of Final Check**

All unit members shall receive their final check for the year upon final satisfactory completion of all assigned duties and professional obligations.

**10.3 Length of Instructional Day**

All unit members will work no less than the teachers' work day, site specific. Unit members shall be at their work station at least fifteen (15) minutes before and after the announced time of the start and end of the instructional day. Occupational Education unit members shall report to their work stations ten (10) minutes before the announced start of the afternoon session. During the work day all unit members shall notify the appropriate site office prior to leaving the site and upon return to the site.

**10.4 Lunch**

Except for emergencies, all full-time unit members shall receive a minimum of thirty (30) minute unassigned lunch period during the time the school district serves lunch in the cafeteria.

**10.5 Meetings after Instructional Day**

Up to a maximum of forty-six (46) hours for professional activities may be utilized by the BOCES within the school year and outside the instructional day (exclusive of travel time) for the purposes which shall include, but shall not be limited to, open house, staff meetings, and the like. At the beginning of each school year the program director shall provide a tentative calendar of meetings for the remainder of the year. When additional meetings are required by virtue of unusual or emergency conditions, the BOCES shall give two (2) days advance notice. Staff meetings shall begin no later than ten (10) minutes after the end of duty hours.

**10.6 Completion of Records**

Where applicable, unit members shall be responsible for the maintenance and accurate completion of such records which they are directed to maintain or complete by their supervisor.

**10.7 Fair Compensation**

- A. Unit members participating in the projects listed below will be paid \$30.00 per hour:
  - 1. Curriculum/program development projects as set by program administrators.

2. Relocated classrooms: Compensation for the set-up of relocated classrooms and/or therapy rooms shall be limited to one six (6) hour day to close down an old room and one six (6) hour day to set up a new room. Up to an additional three (3) hours may be granted if the new classroom or therapy room is in a different building.
  3. Summer Shared Decision-Making Team Meetings: Compensation for attendance at summer shared decision-making teams shall be limited to six (6) hours of meeting time per team member.
  4. For unit members participating in the BOCES-Wide site development meetings.
- B. For work performed beyond the official school year/day, involving regularly assigned duties, unit members shall be compensated at a per diem rate of 1/200 of their respective annual salaries, prorated to actual time.

### **10.8 Mentorship**

1. All first year at Ulster BOCES Teaching Assistants and Teacher Aides, as part of their job responsibilities, shall be required to attend four (4) consecutive, after-school, group mentoring meetings. These meetings will be scheduled one (1) per quarter.
2. Each group mentoring meeting will be no longer than 90 minutes in length.
3. Should a Teaching Assistant or Teaching Aide commence employment at any time after the first mentoring meeting of the school year, the requirement of attending four consecutive meetings will continue into the following school year.
4. An individual meeting with a Mentor may be substituted for attendance at a group meeting with the approval of the Mentor and the Mentor Coordinator.

### **10.9 Reassignment Request Due to Injury/Violence**

When a unit member is assaulted by a student that results in injury to the unit member or when a student makes a credible threat of violence against the unit member's family or property, the unit member may request a new assignment. It is understood that, due to program constraints, there may be no other assignment suitable for the unit member. The decision to disapprove any such request shall not be grievable.

## **ARTICLE 11 – LEAVES OF ABSENCE**

### **11.1 Personal Leave**

Unit members are granted three (3) days personal leave credits annually for the transaction of personal business that can only be accomplished at times during school hours. Personal leave shall not be used as vacation time, for the pursuit of a hobby or a vocation, or to pursue an additional vocation. These days will be available to unit members without reason. The requests shall be made at least three (3) days in advance of the anticipated absence. Where this is not possible, the request for approval of such leave shall set forth in detail the reasons why the three (3) day advance notice requirement was not adhered to.

Should the personal day fall immediately before or after a recess or a holiday, 0.requests for approval of the use of those days shall be submitted to the District Superintendent through the Program Administrator in writing stating the reason for the request. The District Superintendent's decision to approve or disapprove each personal leave request under this Article shall be final and binding upon the parties and shall not be grievable in accordance with the provisions of this agreement.

Unused personal days shall be converted to the unit member's sick leave accumulation at the end of each school year.

## **11.2 Sick Leave**

- A. Unit members shall receive fourteen (14) days of sick leave each year.
- B. Part time unit members shall accumulate sick leave prorated to the number of hours they work.
- C. Sick leave may be utilized only for illness of the unit member or illness in the unit member's immediate family. As used in this section, "immediate family" shall mean the unit member's 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.
- D. In those cases where part-time employees become full-time unit members, full time sick leave accumulation shall begin from the date that full time status is attained and shall include those days accumulated on a part time basis. When full-time unit members become part-time unit members after the start of the school year, future sick leave shall be adjusted to reflect the change in employment status with no loss in accumulation. When such unit member(s) become part-time by assignment by the BOCES, there will be no loss.
- E. Unused sick leave shall accumulate to one hundred eighty-six (186) days.
- F. Teaching Assistants and Teacher Aides who are excessed or surplusd shall be allowed to sell back to the BOCES up to a maximum of fifteen (15) days of unused, earned, and accumulated sick days or 50% of their unused, earned, and accumulated sick days, whichever is higher. Unit members who are terminated, transferred to another district under § 3014(b) of New York State Education Law, or reassigned are not eligible. If rehired, bought days will not be reinstated. Compensation for unused sick days shall be made three (3) months after the start of the next school year to alleviate the possibility of the unit member being rehired. The value of this sick day buyout shall be based on the rates in Article 15 – Retirement.

## **11.3 Catastrophic Leave Bank**

- A. See "Appendix A" - Ulster County BOCES Teaching Assistants' and Teacher Aides' Organization Catastrophic Leave Bank Policy.

- B. Nothing in "Appendix A" regarding the Catastrophic 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 Leave Bank, subject to the approval of the District Superintendent.

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

#### **11.4 Doctor's Certificate**

The District Superintendent may require a doctor's certificate substantiating the illness of a unit member or an illness in the unit member's immediate family when the unit member has applied for more than three (3) consecutive working days of sick leave. An examination or immunization required by the BOCES shall be at the BOCES' expense and there shall be no charge to a unit member's leave credits for time spent during such examination or immunization.

#### **11.5 Pro Rata Leave Time**

Unit members will be charged in quarter (1/4) day increments (1.5 hours) based on a 6.5 hour workday for the use of personal time and sick time.

#### **11.6 Bereavement Leave**

Each unit member shall be entitled to up to five (5) days consecutive bereavement leave for deaths in the immediate family. As used in this section, "immediate family" shall mean father, mother, brother, sister, spouse, children, legal guardian, mother-in-law, father-in-law, grandchildren, grandparents, stepparents, stepsiblings, stepchildren, son-in-law, daughter-in-law, or a person of significant relation residing in the household.

#### **11.7 Child Care Leave**

- A. Unit members shall be granted, upon application, a leave of absence for up to one (1) year for the purpose of raising a natural or adopted child. The same unit member may apply for a second consecutive year. Such request shall not exceed two (2) years in duration.
- B. Approval of a second consecutive year leave request is at the sole discretion of the District Superintendent and Board of Education and is not subject to the grievance provision of this contract.
- C. Unit members shall be granted ten (10) consecutive days of paid parental leave for the birth or adoption of a child, when school is in session during the 10-month work year from September through June.
- D. All FMLA guidelines must be followed and it is the responsibility of the unit member to make an appointment with the Human Resource Office to get a full

understanding on how their leave accruals and benefits may be affected due to an unpaid leave request.

#### **11.8 Jury Duty**

Any unit member who is called for jury duty shall notify the BOCES immediately upon such notice and shall cooperate with the BOCES in attempting to obtain an adjournment of such service to the months of July or August or a period when school is not in session. If the unit member is nonetheless required to serve on jury duty, the unit member shall participate in the "on call" system and appear for work on those days when the unit member is "on call." Any unit member who cooperates with the BOCES in rescheduling the jury service or participates in the on-call program, where possible, shall receive full salary during the period of such service, less an amount equal to the compensation paid to the unit member, except for travel and meals. In lieu of a deduction, a unit member may pay the amount received for jury duty, less compensation for meals and travel, directly to the BOCES and receive full salary.

#### **11.9 Other Absences**

Leave may be granted by Ulster BOCES in the exercise of its sole discretion for any other reason it deems fit where such leave has been recommended by the District Superintendent and approved by the Board.

#### **11.10 Return to Employment**

Upon return from an extended leave, a unit member who has completed ninety (90) school days in the school year in which the leave commenced shall receive credit for salary purposes for a full year of service.

When it deems necessary, Ulster BOCES shall have the right to assign unit members returning from leave to a different assignment upon re-commencement of employment. Whenever a leave of absence is granted for a period longer than six (6) months or when a leave of absence is granted in one school year and terminates in another, the employee must notify the Ulster BOCES to request an early return date. In such cases Ulster BOCES shall have the right to determine whether the early return date shall be approved.

#### **11.11 Injured in the Performance of Duty**

Any member of the bargaining unit who is injured in the performance of his or her duties as a direct result of a physical assault by a student and who has filed an application for Workers' Compensation benefits where the BOCES does not dispute the circumstances of the injury shall, upon exhaustion of his/her personal sick leave (and donated sick days and sick leave bank days, if any) may be eligible to apply for an award from the Catastrophic Leave Bank regardless of contribution status.

### **ARTICLE 12 – LIABILITY INSURANCE**

#### **12.1 Maintenance of Policy**

Ulster BOCES shall continue its insurance policies covering unit members using vehicles when such vehicles are in the course of their employment under specific direction of the immediate supervisor.

## **ARTICLE 13 – INSURANCE BENEFITS**

### **13.1 Health Insurance**

A. Unit members shall contribute toward the cost of the premium for family or individual health insurance coverage through DEHIC EPO20, as follows:

Effective July 1, 2025 – 12%

Effective July 1, 2026 – 13%

Effective July 1, 2027 – 14%

Effective July 1, 2028 – 15%

B. If a unit member selects any health insurance plan other than the DEHIC EPO20, the unit member shall pay the entire cost of the difference between the DEHIC EPO20 and the other plan.

C. Participation in this coverage will be determined by the respective plan's eligibility requirements.

D. Ulster BOCES shall continue to pay the percentage of the premium for health insurance set forth in Paragraph A for any full-time unit member whose position is reduced to part-time service.

E. Ulster BOCES shall pay the percentage of the premium for health insurance set forth in Paragraph A for any unit member who is at .50 employment or higher.

F. Ulster BOCES shall pay a percentage of the premium for health insurance set forth in Paragraph A for any unit member who is employed below .50 equal to the percentage of the unit member's full-time equivalent employment.

G. Buy Out

1. Any unit member who voluntarily elects not to participate in an Ulster BOCES health plan, or any unit member who voluntarily changes from a family to single coverage shall receive annually the sum not to exceed the following formula:

0 – 14% participation	\$2,500
15% + participation	\$4,000

2. Unit members who elect the buyout option must submit a request during the open enrollment period which will be held each year on the form annexed hereto as "Form 4". Once elections are made during the open enrollment period and pre-tax contributions are set, only a qualifying event, based on the IRS Code, Section 125, must occur in order to make any changes. Unit members who participate in the buyout for less than one full year will receive a prorated share of the savings determined on February 2, such proration to be equal to the length of participation in that

school year. This buyout shall be payable to the unit member in his/her final paycheck of the school year.

### 13.2 **Flexible Benefit Plan**

Ulster 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.

### 13.3 **Benefit Trust**

The Organization may join the UBTO Benefit Trust Fund, meeting all state and federal requirements. Ulster BOCES will fund the Ulster BOCES Teachers' Organization Benefit Trust Fund for the Teaching Assistants' and Teacher Aides' Organization members at the following rates:

Effective July 1, 2012     \$1,390 per eligible unit member

Upon acceptance into the UBTO Benefit Trust Fund, the BOCES shall make quarterly contributions as follows:

1. On October 1 of each year, a count of unit members eligible to participate in the fund shall be made and one-quarter of the amount due within the year shall be made within ten (10) days of October 15. For the purpose of the BOCES' contributions an eligible unit member is one who is assigned to work .50 FTE employment or more per year. For those who work less than .50 FTE employment per year and elects to participate, the BOCES will contribute a percentage of the individual amount equal to the full-time equivalent ratio.
2. On December 1 of each year, a count of unit members eligible shall be made and adjustments made to the amounts due calculated within ten (10) days of December 15.
3. On April 1, of each year, a count of unit members eligible shall be made and adjustments made to the amounts due calculated within ten (10) days of April 15.
4. On June 15, of each year, a final yearly count of unit members eligible shall be made and a final analysis conducted. Cost corrections shall be made thereafter. Any amount due the fund shall be paid forthwith. Any overages shall be credited to the subsequent year.
5. Ulster BOCES shall be entitled to a detailed annual financial statement and the annual external audit report. The expenditure of the Benefit Trust funds shall be solely to purchase or provide dental insurance and/or other insurance or benefits. No Benefit Trust Fund monies can be used by any unit member or by the Benefit Trust Fund itself in any litigation against Ulster BOCES.
6. Upon agreement between Ulster BOCES and the Organization, other employees, in addition to the unit members, may participate in the dental plan. Participation in

additional plans by other employees may be allowed, upon agreement between Ulster BOCES and the Organization.

7. The Organization shall indemnify Ulster BOCES for any attorney fees incurred in any litigation relating to the Benefit Trust Fund, unless the issue involves the timeliness of payments made by Ulster BOCES as described above.

## **ARTICLE 14 – MILEAGE**

### **14.1 Compensation for Mileage**

The parties agree all mileage exceeding two miles from the assigned site for mandatory meetings shall be reimbursed at the IRS rate. The parties agree the traditional opening day meeting and District Superintendent's Conference days are not subject to Article 14.1 (Mileage Reimbursement).

### **14.2 Use of BOCES Vehicles When Transporting Students**

Only those unit members who have a current and valid CDL license may drive students in an Ulster BOCES official vehicle at the direction of the supervisor/principal. Those driving under the above conditions will be covered under the Ulster BOCES vehicle liability insurance for items considered part of their assigned job duties.

## **ARTICLE 15 – RETIREMENT**

### **A. Sick Day Compensation**

Unit members with ten (10) years of service in BOCES who submit an irrevocable resignation for the purpose of retirement under the terms and conditions of the applicable retirement system in writing eight (8) months prior to its effective date shall be compensated for all unused sick days at the following rates:

Effective July 1, 2023      1 – 186 days      \$60.00 per day

### **B. Health Insurance**

To be eligible for coverage during retirement, a unit member must meet the following qualifications:

1. The unit member must be eligible to submit a notice of retirement or early retirement to either the New York State Teachers' Retirement System or the New York State Employees Retirement System and must submit such an application and receive retirement benefits.
2. The unit member must be fifty-five (55) years of age or greater or must qualify for early retirement and must submit a letter of resignation to Ulster BOCES.
3. Upon submission of a letter of resignation for the purpose of retirement into the New York State Retirement System, effective on the date of retirement the unit member must have been employed by Ulster BOCES as a Teaching Assistant, Teacher Aide, LPN/Teacher Aide, Occupational Therapy Assistant, Physical Therapy Assistant, or School Monitor, on a full-time basis (thirty (30) or more hours per week) for a ten (10) year continuous period without breaks, immediately preceding the resignation date, except for approved leaves of absences without pay.

(Example: September 1, 1990 – June 30, 1991 (1 year of service). Break in Service. September 1, 1994 – June 30, 2003 (9 years of service). This equals 9 years of continuous service credit toward Health Insurance in retirement, due to the break in service.)

Unit members hired before July 1, 2025, who retire from Ulster BOCES into the New York State Retirement System, Ulster BOCES shall pay 90% of the cost of individual and 85% of the cost of family medical coverage for the EPO20 plan, for the life of the retiree. The unit member must make payment of the unit member's share reasonably in advance of the due date and any failure to make payments within sixty (60) days of the due date shall result in termination of coverage.

Unit members hired on or after July 1, 2025, who retire from Ulster BOCES into the New York State Retirement System, Ulster BOCES shall pay 85% of the cost of individual and 80% of the cost of family medical coverage for the EPO20 plan, for the life of the retiree. The unit member must make payment of the unit member's share reasonably in advance of the due date and any failure to make payments within sixty (60) days of the due date shall result in termination of coverage.

**C. Medicare Part B Reimbursement**

1. Unit members hired before July 1, 2025, shall be reimbursed the Medicare Part B Standard Premium amount upon reaching the age 65 and upon proof of payment of such premium. The BOCES obligation to reimburse for the Medicare Part B Standard Premium amount shall be limited to the base rate amount as modified by the Centers for Medicare & Medicaid Services.
2. Unit members hired on or after July 1, 2025, shall not be eligible for Medicare Part B reimbursement.

**D. 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.

**ARTICLE 16 – RESIGNATIONS**

**16.1 Irrevocable Nature**

Once tendered, resignations shall not be withdrawn or revoked except at the sole discretion of the Board of Education.

**ARTICLE 17 – COMPENSATION**

17.1 **Teacher Aides**

The Teacher Aide base salary shall be increased by the dollar amount listed below, each year of the contract, 2025-2026 through 2028-2029. (Table A)

2025-2026	Increase all base salaries by \$2,316
2026-2027	Increase all base salaries by \$2,500
2027-2028	Increase all base salaries by \$2,500
2028-2029	Increase all base salaries by \$2,500

17.2 **Teaching Assistants**

A. The Teaching Assistant base salary shall be increased by the dollar amount listed below, each year of the contract, 2025-2026 through 2028-2029. (Table B)

2025-2026	Increase all base salaries by \$2,316
2026-2027	Increase all base salaries by \$2,500
2027-2028	Increase all base salaries by \$2,500
2028-2029	Increase all base salaries by \$2,500

1. **Level III Certification Differential**

Teaching Assistants who have Level III Teaching Assistant Certification will receive an additional \$2,000 per year, if hired after February 1, 2004. Certified Teaching Assistant II or III who were employed before July 1, 2006, who have 18 college credits and/or have passed the NYSATAS test also qualify for the \$2,000 stipend.

2. **Special Area Assignment Stipend**

Teaching Assistants who are designated as such, and appointed to a Special Area Assignment will receive an annual stipend.

Effective July 1, 2025	\$2,800
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The stipend is paid for as long as the Special Area Assignment is in effect.

17.3 **Occupational Therapy Assistants & Physical Therapy Assistants**

The Occupational Therapy Assistant & Physical Therapy Assistant base salary shall be increased by the dollar amount listed below, each year of the contract, 2025-2026 through 2028-2029. (Table C)

2025-2026	Increase all base salaries by \$2,316
2026-2027	Increase all base salaries by \$2,500
2027-2028	Increase all base salaries by \$2,500
2028-2029	Increase all base salaries by \$2,500

**17.4 School Monitors**

The School Monitor base salary shall be increased by the dollar amount listed below, each year of the contract, 2025-2026 through 2028-2029. (Table D)

2025-2026	Increase all base salaries by \$2,316
2026-2027	Increase all base salaries by \$2,500
2027-2028	Increase all base salaries by \$2,500
2028-2029	Increase all base salaries by \$2,500

**17.5 Longevity**

Longevity shall be paid annually to all unit members based on continuous years of service with Ulster BOCES, according to the following schedule:

Longevity Step	Current Longevity Step Amount	Step Increase Amount (per year)	Longevity 2025-2026	Longevity 2026-2027	Longevity 2027-2028	Longevity 2028-2029
1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	\$800.00	\$75.00	\$875.00	\$950.00	\$1,025.00	\$1,100.00
3	\$1,100.00	\$75.00	\$1,175.00	\$1,250.00	\$1,325.00	\$1,400.00
4	\$1,200.00	\$75.00	\$1,275.00	\$1,350.00	\$1,425.00	\$1,500.00
5	\$1,300.00	\$75.00	\$1,375.00	\$1,450.00	\$1,525.00	\$1,600.00
6	\$1,475.00	\$75.00	\$1,550.00	\$1,625.00	\$1,700.00	\$1,775.00
7	\$1,575.00	\$75.00	\$1,650.00	\$1,725.00	\$1,800.00	\$1,875.00
8	\$1,675.00	\$75.00	\$1,750.00	\$1,825.00	\$1,900.00	\$1,975.00
9	\$1,775.00	\$75.00	\$1,850.00	\$1,925.00	\$2,000.00	\$2,075.00
10	\$2,375.00	\$75.00	\$2,450.00	\$2,525.00	\$2,600.00	\$2,675.00
11	\$2,525.00	\$150.00	\$2,675.00	\$2,825.00	\$2,975.00	\$3,125.00
12	\$2,675.00	\$150.00	\$2,825.00	\$2,975.00	\$3,125.00	\$3,275.00
13	\$2,825.00	\$150.00	\$2,975.00	\$3,125.00	\$3,275.00	\$3,425.00

14	\$2,975.00	\$150.00	\$3,125.00	\$3,275.00	\$3,425.00	\$3,575.00
15	\$3,275.00	\$150.00	\$3,425.00	\$3,575.00	\$3,725.00	\$3,875.00
16	\$3,450.00	\$150.00	\$3,600.00	\$3,750.00	\$3,900.00	\$4,050.00
17	\$3,600.00	\$150.00	\$3,750.00	\$3,900.00	\$4,050.00	\$4,200.00
18	\$3,750.00	\$150.00	\$3,900.00	\$4,050.00	\$4,200.00	\$4,350.00
19	\$3,900.00	\$150.00	\$4,050.00	\$4,200.00	\$4,350.00	\$4,500.00
20	\$4,200.00	\$150.00	\$4,350.00	\$4,500.00	\$4,650.00	\$4,800.00
21	\$5,985.00	\$225.00	\$6,210.00	\$6,435.00	\$6,660.00	\$6,885.00
22	\$6,135.00	\$225.00	\$6,360.00	\$6,585.00	\$6,810.00	\$7,035.00
23	\$6,285.00	\$225.00	\$6,510.00	\$6,735.00	\$6,960.00	\$7,185.00
24	\$6,435.00	\$225.00	\$6,660.00	\$6,885.00	\$7,110.00	\$7,335.00
25	\$6,585.00	\$225.00	\$6,810.00	\$7,035.00	\$7,260.00	\$7,485.00

All longevity payments are for real/actual years of service for all positions covered under the Recognition Statement (Article 1.1) of this agreement.

Unit members must be employed for more than ninety (90) days in any given school year before earning longevity credit for that year.

**17.6 Curricular & Extra Classroom Salaries**

Upon annual appointment by the Board of Education, unit members will be paid the following stipends:

**SkillsUSA Lead Advisor**

Effective July 1, 2025	\$1,900
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**Honor Society Advisor**

Effective July 1, 2025	\$1,150
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**Yearbook Advisor**

Effective July 1, 2025	\$1,150
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**Field Trips/Competitions**

Effective July 1, 2025	\$100 per trip (up to 5 hours past the work day hours)
	\$200 per trip (5+ hours past the work day hours)

**Regents Exam Proctoring (After School Hours)**

Effective July 1, 2025	1/200 <sup>th</sup> of salary
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**17.7 Toileting & Diapering Stipend**

Teaching Assistants and Teacher Aides who agreed to provide toileting and diapering help to specific students enrolled in the Special Education Program, and have been assigned this responsibility by their immediate supervisor, shall receive the following stipend:

	Effective July 1, 2025
School Year	\$3,250
Summer School Program	\$541.50 maximum (30 days x \$18.05)
Daily Rate	\$18.05

**17.8 Additional Pay – Being Assigned as a Substitute**

**A. Teaching Assistant Being Assigned as a Substitute Teacher**

A Teaching Assistant may be assigned to cover for a Teacher during instructional periods when a substitute teacher is not available. Teaching Assistants shall be compensated by an additional amount specified below for full day, half day, or scheduled instructional periods during which they are assigned to cover for teachers who call in sick, are excused for a personal business day, conference day, or other approved temporary leave of absence. When needed, the immediate supervisor will assign a Teaching Assistant to cover for a Teacher.

Year	Full Day	Half Day	Instructional Period
Effective July 1, 2025	\$90.00	\$45.00	\$15.00

Three (3) instructional periods equal the Half Day rate.

Six (6) instructional periods are the daily maximum and equal the Full Day rate.

**B. Teacher Aides Being Assigned as a Substitute Teaching Assistant**

A Teacher Aide may be assigned to cover for a Teaching Assistant during instructional periods when a substitute Teaching Assistant is not available. When needed, the immediate supervisor will assign a Teacher Aide to cover for a Teaching Assistant during instructional periods. Teacher Aides are only available to be assigned if their 1:1 student is absent.

Year	Full Day	Half Day	Instructional Period
Effective July 1, 2025	\$60.00	\$30.00	\$10.00

Three (3) instructional periods equal the Half Day rate.

Six (6) instructional periods are the daily maximum and equal the Full Day rate.

**17.9 Teaching Assistants and Teacher Aides Excessed After August 1**

Teaching Assistants and Teacher Aides who had not been informed in writing that their employment with Ulster BOCES was no longer needed, on or before July 31 of any school year,

and who were informed that their employment with Ulster BOCES was no longer needed on or after August 1, shall be given at least two weeks notice of their last day employment. The first day of the two-week notice period for August 1 through August 31 notifications shall be the first day of student attendance in September. Teacher Assistants and Teacher Aides so notified shall be paid for each day that they are in attendance at their assigned job site up to a maximum of ten (10) paid days. Specifically excluded from payment are sick days and personal leave days utilized by the Teacher Assistant or Teacher Aide after receipt of their notice that their employment will no longer be continued.

#### **ARTICLE 18 – EMPLOYEE ASSISTANCE PROGRAM**

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

#### **ARTICLE 19 – SPECIAL EDUCATION SUMMER SCHOOL**

- A. All positions in Special Education Summer School shall be filled by regularly employed unit members before consideration is given to any of the other applicant. Should lack of state funding make it fiscally impossible for Ulster BOCES to hire all of the regularly employed unit members who request to work in the Special Education Summer School, Ulster BOCES shall meet with the Executive Council of the Organization or its designee to mutually agree upon a point of cut-off on the seniority list.
- B. It is the intent of the Ulster BOCES to hire unit members for Special Education Summer School employment based upon seniority. If exceptions to seniority are made by Ulster BOCES, then the unit member affected may request the reasons in writing and may appeal the Program Administrator's decision to the District Superintendent with representation by the Organization. Such an exception requested by Ulster BOCES must be declared to the affected unit member and the President of the Organization no later than ten (10) working days before the general June 1 notification date. The decision of the District Superintendent will be final.
- C. Ulster BOCES, upon receipt of official notification from the State Education Department, concerning the calendar for Special Education Summer School, shall forward a copy of said notification to the President of the Organization within seven (7) working days. The Special Education Summer School Calendar will be put on the agenda for the next regularly scheduled meeting between the Organization and Ulster BOCES. Ulster BOCES shall notify the unit members who have applied for a summer school position as soon as practical but no later than June 1 of their summer school employment status, contingent upon enrollment and Board of Education approval.
- D. Recognizing the fiscal restraints imposed upon the BOCES Special Education Summer Program by inadequate State funding and reimbursement procedures, the UBTATA agrees that for the Special Education Summer School 30-day program, with a proposed orientation time being scheduled during Regents Week in June, the following will apply:
1. Effective July 1, 2025, unit members shall be paid at the following rates: Teaching Assistants \$144.50/day, Teacher Aides \$119.43/day, Certified Occupational Therapy Assistant (COTA) \$191.83/day for each day worked in the 30- Day Special Education Summer School Program. There will be no sick days. There will be no personal day credit given. Unit members will only be paid for the days that they work during the six-week program. Unit members shall be given priority to fill positions.

2. Each subsequent year, the daily rate shall be increased by 2.5% annually.
3. In the event of a death of an immediate family member during the 30-day summer program, a unit member shall be entitled to two (2) paid bereavement days.

**ARTICLE 20 – DURATION**

**20.1 Effective Date**

This Agreement shall be effective as of July 1, 2025, and shall continue in effect through June 30, 2029.

**20.2 Entire Agreement**

The Organization agrees that all negotiable items have been discussed during the negotiations leading to this Agreement. The Organization agrees that negotiations will not be reopened on any items during the life of this Agreement. Any BOCES policies unaltered or unchanged by the language of this Agreement shall remain in force, and it shall be the prerogative of the BOCES to initiate and adopt new policies not affecting or changing matters contained in this Agreement.

**20.3 Ratification**

This Agreement was duly ratified by the Ulster County BOCES Teaching Assistants' and Aides' Organization and the Ulster County BOCES Board of Cooperative Educational Services and that ratification is indicated by the presence of the signatures below.

ULSTER BOCES TEACHING ASSISTANTS' & TEACHER AIDES' ORGANIZATION

By:   
**JERALYN PERRETTA**  
UBTATA President

9/11/25  
DATE

ULSTER BOCES

By:   
**DR. JONAH SCHENKER**  
District Superintendent &  
Chief Executive Officer

9/12/25  
DATE

**Ratified by the Ulster BOCES Board of Education on June 25, 2025**