

ULSTER COUNTY BOCES
TERMS AND CONDITIONS OF EMPLOYMENT

Ulster BOCES
Directors & Assistant Directors

Effective March 1, 2026

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

Certificated Directors/Assistant Directors

Director, Career Pathways Programs
Director, Special Education
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
Director of Community Relations
Director of Facilities
Director of School Lunch
Director of Technology
Assistant Director, Adult Education Services

ARTICLE 1 – SALARY RANGES

1. The District Superintendent has the sole responsibility of recommending to the Board of Education, the initial salary for any Director or Assistant Director position to secure and retain the most qualified person for each position.
2. The District Superintendent shall advise the Board of annual salary increase recommendations and the Board, at its sole discretion, shall determine, while considering the recommendation of the District Superintendent, whether the salary increase is appropriate.

ARTICLE 2 - LEAVE BENEFITS

For all Directors and Assistant Directors covered by these Terms and Conditions, prior years of service at Ulster 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. WORK YEAR AND HOLIDAYS

The work year of the Directors and Assistant Directors shall be 246 days with 18 paid holidays, which shall include:

- New Year's Day
- Dr. Martin Luther King Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day
- Seven (7) floating holidays, of which four (4) will be determined annually by the District Superintendent and three (3) shall only be used when school is not in session during the 10-month school year.

In cases determined to be an emergency by the District Superintendent or Board of Education, Directors and Assistant Directors may be required, with reasonable advance notice (if possible), by the District Superintendent, to work up to five (5) school or floating holidays (not legal holidays) with no compensatory time.

2. VACATION

- a. 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 days shall be earned at the rate of two (2) days per month.

- b. 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, will receive the additional vacation day on July 1 of the subsequent school year. (Example: If hired on February 1, 2024, the additional vacation day will be added on July 1, 2025.)
- c. Directors and Assistant Directors will be permitted to cash out up to four (4) unused vacation days at the per diem rate (1/240) annually. Any such requested must be approved by the District Superintendent prior to June 30. (Appendix B)
 - d. 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 a Director or Assistant Director has used more vacation time than earned, then the overuse value will be deducted from his/her final paycheck.

3. 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.

4. CATASTROPHIC ILLNESS LEAVE BANK

- a. See “Appendix A”.
- b. Nothing in “Appendix A” regarding the Catastrophic Illness Leave Bank shall prohibit a Director or Assistant Director from requesting, in writing to the District Superintendent, to donate up to 5 days of their accumulated sick leave time to a specific Ulster 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.

5. BEREAVEMENT

Directors and Assistant Directors 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.

6. 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 Directors or Assistant Directors direct supervisor. Any unused Personal Leave will be added to Sick Leave accruals at the end of each school year.

7. LEAVE FOR OTHER ABSENCES

Leave for other absences may be granted with or without pay upon the recommendation of the program Assistant Superintendent and must be approved by the District Superintendent.

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. Ulster BOCES 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. Ulster BOCES' 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 Director or Assistant Director shall pay the balance of the premium due.
3. For Directors and Assistant Directors 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. Ulster BOCES 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 Director or Assistant Director 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. Ulster BOCES 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.

2. RETIREMENT BENEFITS

a. For Directors and Assistant Directors in the Certificated Category

1. For certificated Directors and Assistant Directors hired before August 16, 2013, by Ulster BOCES in any position, 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, Ulster BOCES 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 made at the standard premium rate 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.

Directors and Assistant Directors who are not enrolled in an Ulster 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 Ulster BOCES on or after August 16, 2013, through September 30, 2024, 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, Ulster BOCES will pay the full cost of health insurance coverage for the Director or Assistant Director and their eligible dependents during the period of retirement.

Ulster BOCES 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 Ulster 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, Ulster BOCES will pay the full cost of health insurance coverage for the Director or Assistant Director and his/her eligible dependents during the period of retirement. Medicare Part B reimbursement will be paid by Ulster BOCES up to the standard premium coverage rate.

Directors and Assistant Directors who are not enrolled in an Ulster 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 Ulster BOCES in any position on or after July 1, 2012, through June 30, 2023, who retire from Ulster BOCES for the purpose of receiving benefits from the New York State Employees' Retirement System (NYSERS), Ulster BOCES 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	Ulster BOCES Contribution Toward Medical Insurance Premium
5 - 9	50%
10 - 14	75%
15 – 19	85%
20 and beyond	89%

Ulster BOCES will make no payment towards the cost of Medicare Part B premiums.

3. For Directors and Assistant Directors hired by Ulster 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), Ulster BOCES 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	Ulster BOCES Contribution Toward Medical Insurance Premium
5 - 9	50%
10 - 14	70%
15 – 19	75%
20 and beyond	80%

Ulster BOCES will make no payment towards the cost of Medicare Part B premiums.

- c. For ALL Directors and Assistant Directors hired by Ulster BOCES in any position on or after October 1, 2024, who retire from Ulster BOCES for the purpose of receiving benefits from the New York State Employees' Retirement System (NYSTRS or NYSERS), Ulster BOCES 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	Ulster BOCES Contribution Toward Medical Insurance Premium
5 - 9	50%
10 - 14	70%
15 - 19	75%
20 and beyond	80%

Ulster BOCES will make no payment towards the cost of Medicare Part B premiums.

- 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 Ulster BOCES sponsored health insurance plan to a private insurance plan. Ulster 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.

3. HEALTH INSURANCE BUY OUT

Any Director or Assistant Director who voluntarily elects to not participate in or withdraws from an Ulster BOCES health plan or anyone who voluntarily changes from a family to a single coverage while eligible for family coverage shall receive annually the sum of \$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

Ulster BOCES 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) Ulster BOCES will contribute ten percent (10%) of the cost of dental/vision insurance for the retiree and their eligible dependents.

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 Director or Assistant Director from the Workers' Compensation Board shall be converted to days and returned to the Director or Assistant Director or the Catastrophic Illness Leave Bank.

6. DISABILITY INSURANCE

Ulster BOCES 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 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 at Ulster BOCES 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 excused or terminated due to layoff shall be exempt from refunding Ulster BOCES 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 Ulster BOCES 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, 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 Director or Assistant Director. 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 Ulster BOCES issued ID badge/card on a given day, or the Ulster 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. 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.
 - b. 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.
 - c. 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.
 - d. 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.
 - 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.

ARTICLE 5 - IRS 125 - FLEXIBLE SPENDING ACCOUNT

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.

ARTICLE 6 - EMPLOYEE ASSISTANCE PROGRAM

Ulster 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 their 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 ("Ulster BOCES"), complies with all applicable federal and state laws regarding nondiscrimination. Ulster BOCES 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 Ulster BOCES Compliance Officer, Ms. Amanda Stokes, 175 Route 32 North, New Paltz, New York, 12561 ~ astokes@ulsterboces.org (845) 255-1400 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.