



## MEMORANDUM OF AGREEMENT

**The District Superintendent of the Board of Cooperative Educational Services  
First Supervisory District of Monroe County  
And the  
BOCES Professional Support Personnel Association**

**Agree as Follows:**

**Effective January 1, 2023**

**WHEREAS**, the Board of Cooperative Educational Services, First Supervisory District of Monroe County (“BOCES”) and the Professional Support Personnel Association (“PSP”) are parties to a collective bargaining agreement, effective through June 30, 2025;

**WHEREAS**, BOCES and the PSP wish to enter into a Memorandum of Agreement (“MOA”) to work collaboratively in unique situations;

**WHEREAS**, BOCES wishes to revise language in Article 7 Vacations, Section 1.7, Subsection 4 and Section 1.7, Subsection B, to better reflect how employees who are coming to BOCES with continuous years of service in another public sector employer or state municipality, for purposes of placement on the Vacation Day Step schedule;

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH BELOW, IT IS HEREBY AGREED AS FOLLOWS:**

1. BOCES and PSP agree to revise Article 7 Vacations, Section 1.7, Subsection 4 to read as follows:  
*The unit member submits a notarized document from his/her/their previous employer's Human Resources department confirming the number of continuous years of service, in a position where vacation days could be earned, in the district or state municipality immediately preceding their employment at BOCES. BOCES will then match the incoming employee per continuous years of service on the Step schedule.*
2. BOCES and PSP agree to revise Article 7 Vacations, Section 1.7, Subsection B to read as follows:

*Placement will be based on the number of continuous years of service the unit member accumulated from their employer, immediately preceding Monroe #1 BOCES. For example, if a unit member was employed at another school district for six (6) continuous years, they would be placed at Step 6 or 15 day, regardless of how many vacation days they may have had from their last employer. After placement on the Step schedule, the member will advance to the next step each fiscal year.*

3. This Memorandum of Agreement may not be modified, altered, or changed orally and no other terms or conditions have been agreed to by BOCES and PSP.
4. No alteration or amendment shall be made to this Memorandum of Agreement without written consent of the parties.
5. Each party enters into this agreement knowingly, voluntarily, and without coercion after having an opportunity to review it with a representative of the party's choice.
6. Should any provisions of this Memorandum of Agreement be declared or determined by any court or reviewing officer or entity to be illegal or invalid, the validity of the remaining provisions shall not be affected thereby and the illegal or invalid provision shall be severed from this Memorandum of Agreement, provided severance of the invalid or illegal provision does not defeat the intent of the parties as reflected in this Memorandum of Agreement

**IN WITNESS WHEREOF**, the parties have executed the Agreement as of the date set forth below.

**District**



Daniel T. White

District Superintendent

Date: 2/3/23

**Association**



Cherie Nothnagle

PSP Co-President

Date: 2/2/23



Deborah Letta

PSP Co-President

Date: 2/3/2023