

MEMORANDUM OF AGREEMENT

between
Ulster County BOCES
and
ULSTER BOCES TEACHERS' ORGANIZATION

MEMORANDUM OF AGREEMENT dated this 10th day of February, 2026 by and between the negotiating representatives of the BOARD OF EDUCATION OF THE ULSTER BOCES (hereinafter referred to as the "Ulster BOCES") and the negotiating representatives of the ULSTER BOCES TEACHERS' ORGANIZATION (hereinafter referred to as the "Organization").

1. GENERAL

- A. The labor contract between the parties for the period July 1, 2022 through June 30, 2024 (hereinafter referred to as the "Contract") expired on June 30, 2024. The parties herewith agree that said Contract shall be modified effective as of July 1, 2024, to the extent set forth herein, as a result of their collective bargaining for a successor agreement to the expiring Contract.
- B. Except for changes to the Contract expressly set forth herein and changes in the language of the Contract made necessary by this Memorandum of Agreement (hereinafter referred to as the "Agreement"), the provisions of said Contract shall remain unchanged. Text highlighted in "red" is set forth as precise contract language to be inserted as is set forth in this Agreement into the parties' formal labor contract.

2. CONTINGENCIES

This Agreement is subject to formal ratification by the Board of Education and the membership of the Organization. The aforesaid ratification votes by the Organization's membership and the Board of Education shall occur within thirty (30) days of execution of this Agreement. If either party fails to ratify this Agreement or fails to act within the aforesaid thirty (30) day period, this Agreement shall be of no further force and effect and shall be null and void. Notwithstanding the foregoing, each party's negotiating representatives shall urge their respective principals to ratify this Agreement within the timeframe set forth herein.

3. AGREEMENT

A. DURATION

The Contract shall be modified to provide for a contract term effective **July 1, 2024 through and including June 30, 2029**. The parties' Contract shall be modified throughout, as appropriate, to reflect this revised term of the agreement.

B. ARTICLE I – RECOGNITION

- 1.1 ~~The District~~ **Ulster BOCES** has recognized the Organization as the exclusive agent for employees in a bargaining unit consisting of all professional

employees of the ~~District~~ **Ulster BOCES** who are required ~~by the District~~ to hold valid and appropriate teacher certification in one of the teacher tenure areas in Commissioner's Regulations Part 30, and employees of the ~~District~~ **Ulster BOCES** who work directly with students as crisis intervention specialists, behavior intervention specialists, physical therapists, occupational therapists, music therapists, art therapists, **behavior analyst** and school nurses (hereinafter "unit members"), with the exception of administrators, civil service supervisory personnel, per diem substitutes and teaching assistants.

C. ARTICLE V – ELIGIBILITY

- 5.1 The Organization shall maintain its eligibility to represent all unit members by continuing to admit persons to membership without discrimination on the basis of **an individual's actual or perceived race, color, creed, religion, religious practice, national origin, ethnic group, sex (including sexual harassment and sexual violence), gender identity, sexual orientation ("sexual orientation" means heterosexuality, homosexuality, bisexuality, or asexuality), political affiliation, age, marital status, military status, veteran status, disability, weight, domestic violence victim status, arrest or conviction record, genetic predisposition or carrier status or any other legally protected status** ~~race, creed, color, national origin, gender, age, marital status, sexual orientation, disability or veteran's status~~ and to represent all unit members in the bargaining unit without regard to membership or participation in, or association with the activities of, any employee organization.

~~The District~~ **Ulster BOCES** shall continue its policy of not discriminating against any unit member on the basis of **an individual's actual or perceived race, color, creed, religion, religious practice, national origin, ethnic group, sex (including sexual harassment and sexual violence), gender identity, sexual orientation ("sexual orientation" means heterosexuality, homosexuality, bisexuality, or asexuality), political affiliation, age, marital status, military status, veteran status, disability, weight, domestic violence victim status, arrest or conviction record, genetic predisposition or carrier status or any other legally protected status** ~~race, creed, color, national origin, gender, age, marital status, sexual orientation, disability, veteran's status, or membership in, or association with the activities of any employee organization.~~

D. ARTICLE VI – ORGANIZATION RIGHTS

- 6.4 ~~Each new unit member shall be given a copy of the contract at District expense. The District~~ **Ulster BOCES** ~~will also provide access to a read-only PDF file of the contract on a password-protected portion of the District~~ **Ulster BOCES** ~~website. In addition, the Organization shall be given 20 paper copies per year.~~

6.6 Payroll Options

- A. Salaries of each unit member shall be paid on a semi-monthly basis throughout the school year according to the announced payroll dates. ~~Unit members who were on the payroll on the preceding June 30 shall receive their first check, representing compensation for services actually performed, on the first payroll date in September.~~

- 6.8 On October 1 and February 1 of each year, ~~the District~~ **Ulster BOCES** shall provide the Organization, in writing, with the following:

~~3. When a payroll date falls within a holiday period or weekend the payroll checks shall be electronically deposited on the last workday preceding the holiday period or weekend.~~

MOVE ITEM ABOVE UNDER 6.7 – Payroll Deposits

When a payroll date falls within a holiday period or weekend the payroll checks shall be electronically deposited on the last workday **of the 12-month employee work schedule which precedes** ~~preceding~~ the holiday period or weekend.

E. ARTICLE X - TRANSFERS AND VACANCIES

10.1 Notification of Transfers and Vacancies

- B. Requests for Transfer ~~By March 15 of each year the District shall send to all unit members the "Employment Preference Form" attached as Appendix "C".~~ Unit members who desire a change in grade, subject, or location shall make their request on the form **"Employment Preference Form" attached as Appendix "C"** to their program director ~~administrator~~ by ~~March 31~~ **May 15**. After the first day of the regular school year, a unit member may submit an initial revised Employment Preference Form for use throughout the rest ~~remainder~~ of the school year.

F. ARTICLE XIII – WORKING CONDITIONS

13.2 Length of School Day

E. Supervisory Duties

Supervisory duties shall include corridor supervision on a scheduled rotation basis during the periods before instructional sessions and all legally allowable assignments related to pupil supervision. Special Education ~~Unit members~~ shall not be responsible for **non-Ulster BOCES student** supervisory duties connected with the **non-Ulster BOCES** school in which their class is housed, except as they may be assigned by the program Director ~~administrator~~.

F. Facilities

2. A professional staff room of adequate size shall be provided by the District ~~Ulster BOCES at each program site the Career & Technical Education Center, Center for Special Alternative Education (CITL-PE, CITL-AD, CITL-MM), and shall be~~ available at satellite sites with three or more classes. The room shall be equipped with a computer with network and Internet access, scanner, fax machine printer, copier, telephone, chairs, tables, and proper heat, light, and ventilation. Nothing herein shall preclude the use of such rooms by employees who are members of other District ~~Ulster BOCES~~ bargaining units.

G. ARTICLE XVIII – LEAVE OF ABSENCE

18.1 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. ~~Requests for the use of personal leave shall be submitted to the District Superintendent through the Program Director in writing.~~ 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, then requests for approval of the use of those days shall be submitted to the District Superintendent through the Program Director ~~Administrator~~ in writing stating the reason for the request.

18.2 Sick Leave

- C. Sick leave may be utilized only for illness of the unit member or for 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. father, mother, brother, sister, husband, wife, son, daughter, grandparent, legal guardian, mother-in-law, father-in-law, or person residing in the same household.~~

- G. ~~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 days of sick leave.~~ An examination or immunization required by the District ~~Ulster BOCES~~ shall be at the District's Ulster BOCES' expense

and there shall be no charge to a unit member's leave credits for time spent during such examination or immunization.

~~H. If a unit member becomes ill during the morning, he/she will be charged with a full day of sick leave. If the unit member becomes ill in the afternoon, he/she will be charged with a half (1/2) day of sick leave.~~ 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.

18.4 Bereavement Leave

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

18.9 Notification of Return Leave of Absence – Salary Credit

~~Whenever a leave of absence is granted for a period longer than six (6) months or when a leave of absence granted in one school year terminates in another school year, the unit member on leave must notify the District at least three (3) months prior to the date of requested return. Upon return to employment, a Any unit member who has completed ninety (90) school days in the school year in which the leave commenced shall receive salary credit for a full year of service.~~

H. ARTICLE XXI- INSURANCE BENEFITS

21.1 Health Insurance

~~C. Unit members enrolled in the DEHIC Alt. PPO or MVP plan shall have the cash value of the premium increase added as a supplemental payment in the final paycheck of the 2023-2024 school year.~~

~~G. A unit member who is below .5 FTE employment and elects to participate, shall receive a pro-rata share of the health insurance benefit as provided for in this Agreement equal to the unit member's full-time equivalent employment.~~

I. Retiree Health Insurance

1. Health Insurance

For Unit members hired before July 1, 2026, who retire from the District Ulster BOCES into the New York State Retirement System with at least seven (7) years of continuous service (.50 FTE or

greater) at the District ~~Ulster BOCES~~ prior to retirement, at .50 FTE or greater, the District ~~Ulster BOCES~~ shall pay effective July 1, 2005, 90% of the cost of individual and 85% of the cost of family medical coverage, as stipulated in Article 21.1 A for the life of the retiree.

 2.10.26
Unit members hired on or after July 1, 2025, who retire from Ulster BOCES into the New York State Retirement System with at least ten (10) continuous years of service (.50FTE or greater) at Ulster BOCES prior to retirement, Ulster BOCES shall pay 85% of the cost of individual and 80% of the cost of family medical coverage, as stipulated in Article 21.1 A for the life of the retiree.

I. ARTICLE XXII- PROFESSIONAL COMPENSATION

22.1 Basic Compensation

- A. The Salary Schedule effective July 1, 2022 ~~2024~~, is attached hereto as Schedule "A". Using the 2021-2022 ~~The~~ Salary Schedule as a base, the base salaries for unit members shall be increased by the following percentages during the term of this agreement:

2022-2023—2.25%
2023-2024—2.25%
2024-2025—2.80%
2025-2026—2.20%
2026-2027—2.20%
2027-2028—2.20%
2028-2029—2.20%

- D. The Salary Schedule effective July 1, 2022 ~~2024~~, is attached hereto as Schedule "A.1. — School Nurse and Crisis Intervention Specialist". Using the 2021-2022 ~~The~~ Salary Schedule as a base, the base salaries for unit members shall be increased by the following percentages during the term of this agreement:

2022-2023—2.25%
2023-2024—2.25%
2024-2025—2.80%
2025-2026—2.20%
2026-2027—2.20%
2027-2029—2.20%
2028-2029—2.20%

Due to the length of service of unit member, Ruben Quintero, Crisis Intervention Specialist, the salary Schedule effective July 1, 2022 ~~2024~~, is attached hereto as Schedule "A.2". Using the 2021-2022 ~~The~~ Salary Schedule as a base, the base salary for this unit member shall be increased by the following percentages during the term of this

agreement:

~~2022-2023 – 2.25%~~

~~2023-2024 – 2.25%~~

2024-2025 – 2.80%

22.6 Tenure Differential

- A. Any Crisis Intervention Specialist, **Behavior Analyst**, Behavior Intervention Specialist, Occupational Therapist, Physical Therapist, Art Therapist, Music Therapist, or School Nurse who has worked for the **Ulster** BOCES for more than ~~three (3)~~ **four (4)** years shall receive an amount equivalent to the tenured differential listed in paragraph A above.

24.2.1 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. The District and the Organization shall implement a mutually agreed upon Flexible Benefit Plan and mutually agreed upon administrator for the plan, in accordance with Section 125 of the Internal Revenue Tax Code. The District shall be required to provide no more monetary advance than 1/10 per month. Unit Members will be allowed to contribute up to \$5,000 annually for non-reimbursed medical expenses. There will also be a \$5,000 cap on dependent care. This plan may be terminated by the District if at any time net cost is incurred by the District.

Full Document Changes as follows:

Program Director to Program Administrator

His/Her and He/She to They/Them/Their

District to Ulster BOCES

E. ARTICLE XXVIII – DURATION

28.1. This agreement shall be effective as of **July 1, 2024**, and shall continue in effect through **June 30, 2029**.

4. EXECUTION:

As indication of acceptance of this Agreement, the following signatures have been duly authorized.

ULSTER BOCES TEACHERS' ORGANIZATION

By: 
KERRI ANN SHEEHY
UBTO President

2.10.26
DATE

ULSTER BOCES

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

2.10.26
DATE

SCHEDULE "A"

ULSTER BOCES TEACHERS' SALARY SCHEDULE

STEP	<u>2023-2024</u>	+2.80% <u>2024-2025</u>	+2.20% <u>2025-2026</u>	+2.20% <u>2026-2027</u>	+2.20% <u>2027-2028</u>	+2.20% <u>2028-2029</u>	Master's Differential
1	63,112	\$64,879	66,306	67,765	69,256	70,780	1,225
2	64,231	\$66,029	67,482	68,966	70,484	72,034	1,225
3	65,350	\$67,180	68,658	70,169	71,712	73,290	2,000
4	69,070	\$71,004	72,566	74,163	75,794	77,462	1,225
5	70,643	\$72,621	74,218	75,851	77,520	79,225	1,225
6	71,763	\$73,772	75,395	77,054	78,749	80,481	1,225
7	72,882	\$74,923	76,571	78,256	79,977	81,737	1,225
8	74,001	\$76,073	77,747	79,457	81,205	82,992	1,225
9	76,239	\$78,374	80,098	81,860	83,661	85,502	1,225
10	78,478	\$80,675	82,450	84,264	86,118	88,012	2,000
11	79,598	\$81,826	83,626	85,466	87,346	89,268	1,225
12	80,716	\$82,976	84,802	86,667	88,574	90,523	1,225
13	81,835	\$84,126	85,977	87,869	89,802	91,777	1,225
14	84,074	\$86,428	88,330	90,273	92,259	94,289	1,225
15	86,312	\$88,728	90,681	92,675	94,714	96,798	1,225
16	88,551	\$91,031	93,033	95,080	97,172	99,310	1,225
17	90,789	\$93,331	95,384	97,482	99,627	101,819	1,225
18	93,027	\$95,632	97,736	99,886	102,083	104,329	1,225
19	96,385	\$99,084	101,264	103,492	105,768	108,095	1,225
20	101,981	\$104,836	107,143	109,500	111,909	114,371	2,000
21	103,101	\$105,987	108,319	110,702	113,138	115,627	1,225
22	104,219	\$107,137	109,494	111,903	114,365	116,881	1,225
23	107,577	\$110,590	113,023	115,509	118,050	120,647	1,225
24	109,815	\$112,890	115,373	117,911	120,505	123,157	1,225
25	112,053	\$115,191	117,725	120,315	122,962	125,667	2,000
26	116,530	\$119,793	122,428	125,122	127,874	130,688	1,225
27	122,127	\$125,546	128,308	131,131	134,016	136,964	1,225
28	123,245	\$126,696	129,484	132,332	135,243	138,219	1,225
29	124,364	\$127,846	130,659	133,533	136,471	139,473	1,225
30	125,484	\$128,997	131,835	134,736	137,700	140,729	1,225
30+	126,238	\$129,772	132,627	135,545	138,527	141,575	1,225
Master's Degree:	1225	1,225	1,225	1,225	1,225	1,225	
Step 3, 10, 20, 25	2000	2,000	2,000	2,000	2,000	2,000	
Graduate Credit:	133	133	133	133	133	133	
Tenure Differential:	735	735	735	735	735	735	

SCHEDULE "A. 1."

SCHOOL NURSE & CRISIS INTERVENTION SPECIALIST

		+2.80%	+2.20%	+2.20%	+2.20%	+2.20%
STEP	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
1	53,644	55,146	56,359	57,599	58,866	60,161
2	54,689	56,221	57,458	58,722	60,013	61,334
3	55,735	57,295	58,556	59,844	61,161	62,506
4	56,780	58,370	59,654	60,967	62,308	63,679
5	57,826	59,445	60,753	62,089	63,455	64,851
6	58,871	60,520	61,851	63,212	64,603	66,024
7	59,917	61,595	62,950	64,335	65,750	67,196
8	60,962	62,669	64,048	65,457	66,897	68,369
9	62,008	63,744	65,147	66,580	68,045	69,541
10	63,053	64,819	66,245	67,702	69,192	70,714
11	64,099	65,894	67,343	68,825	70,339	71,887
12	65,144	66,968	68,442	69,948	71,486	73,059

Longevity

Effective January 1, 2022:

After completion of 15 years of service - \$1,000.00

After completion of 20 years of service – an additional \$1,000.00

After completion of 25 years of service – an additional \$1,000.00

SCHEDULE "A.2."
CRISIS INTERVENTION SPECIALIST - RUBEN QUINTERO

<u>2023-2024</u>	<u>2024-2025</u>
Base Salary	+2.80%

Longevity

Effective January 1, 2022:

After completion of 15 years of service - \$1,000.00

After completion of 20 years of service – an additional \$1,000.00

After completion of 25 years of service – an additional \$1,000.00