NEGOTIATIONS

AGREEMENT

between

The District Superintendent of

Monroe 2 Orleans BOCES

and

The Paraprofessionals Association of

Monroe 2 Orleans BOCES

July 1, 2026 - June 30, 2029

Chapter 1

Chapter 1 is only applicable to:

Paraprofessionals,
Senior Student Behavioral Assistants,
and
Job Training Specialists

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CHAPTER 1

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ARTICLE I

RECOGNITION AND NO STRIKE

Section 1. NATURE AND TERMS

Pursuant to the New York State Public Employees Fair Employment Act, as amended, the Monroe 2-Orleans Board of Cooperative Educational Services (hereinafter referred to as BOCES), based upon the certification of results issued by the Public Employment Relations Board dated November 29, 1979, hereby recognizes the Paraprofessional Association of BOCES 2, NYSUT/AFT (hereinafter referred to as Association) as the exclusive negotiating representative for paraprofessionals, senior student behavioral assistants, job training specialists and tutors employed by the BOCES, excluding per diem and long term substitutes, the District Superintendent, all Administrative personnel, all secretaries and all other BOCES employees. This recognition shall be for the maximum period allowable under Section 208 of the Public Employees Fair Employment Act, as amended from time to time.

Section 2. NO STRIKE

The Association agrees that it will not cause, condone, sanction or take part in any strike, during the term of this Agreement.

ARTICLE II

DUES CHECKOFF

Section 1. AUTHORIZATION

The Chief Executive Officer shall provide for a payroll deduction for the current rate of Association dues. The Association shall provide the Business Office thirty (30) days prior written notice of any change in the amount of the dues. The deduction shall be made in equal amounts beginning with the first pay period of September. The Payroll Clerk shall transmit each month to the authorized Treasurer of the Association the amount of the deductions.

Dues must be deducted from all eligible unit members; in addition, the Association must provide adequate information regarding each unit member's right to receive a refund for dues money used for political activities; such refund forms must be provided to the Personnel Office.

The Association agrees to hold harmless the BOCES from all liability or claims which may arise from the implementation or continuation of this provision.

In the event an employee leaves the employ of the BOCES for any reason at any time, dues deductions shall cease immediately upon the effective date of such termination.

Section 2. PAYROLL DEDUCTION

Deduction shall be made in equal installments through the school year commencing with the first pay period in September of any school year. Each month, the BOCES' Payroll Clerk shall transmit to the Treasurer of the Association the amount of the deductions.

Section 3. NYSUT BENEFIT TRUST DEDUCTION

The employer shall check-off and remit payments to the NYSUT Benefit Trust upon submission of a signed authorization to the payroll office for anyone within the bargaining unit. Such signed authorization may be discontinued at the end of its term upon written notice by the employee to the employer. The employer shall remit to the NYSUT Benefit Trust the payment deducted and shall furnish the Plan with a list of all employees from whose salaries such deductions have been made. Such list shall be furnished not more than once per school year.

The Association agrees to hold the BOCES harmless from any and all liability which may arise, or be alleged to have occurred, as a result of the BOCES' implementation of this procedure.

ARTICLE III

EVALUATION

Section 1. NUMBER AND TIME

Each unit member shall be evaluated at least once but not more than twice during each employment year. Employment year shall mean the twelve calendar months following the individual's date of hire.

Section 2. FORM

For those unit members hired and working prior to December 31, a copy of the completed evaluation form shall be provided to and discussed with the unit member no later than April 15. The unit member shall then have five (5) school days after receipt of the evaluation to sign and return the evaluation form to his/her immediate supervisor. Such signature does not acknowledge that the unit member agrees with the substance of the evaluation, only that he/she understands it.

For those unit members hired between January 1 – April 15, a copy of the completed evaluation form shall be provided to and discussed with the unit member no later than June 1. The unit member shall then have five (5) school days after receipt of the evaluation to sign and return the evaluation form to his/her immediate supervisor. Such signature does not acknowledge that the unit member agrees with the substance of the evaluation, only that he/she understands it.

Section 3. EMPLOYEE COMMENTS

The individual, within ten (10) school days after receipt of the written evaluation, may submit written comments concerning the accuracy and/or completeness of that evaluation. Such written comments shall be submitted to the executive director/director and shall be appended to the evaluation form of inclusion in that individual's official personnel file.

ARTICLE IV

VACANCIES AND TRANSFERS

Section 1. VACANCIES/STAFF SELECTION PROCESS

A. Maintaining Present Assignment:

a. The unit member is allowed to follow his/her assignment unless the Director/Principal is able to identify that a change is appropriate.
b. The above decisions will be reviewed with the Paraprofessional Association President.

B. Unassigned Staff:

a. If there is a reduction of positions within a program, the least senior staff member will be placed unassigned unless the Director/Principal identifies a change is appropriate.
b. Unassigned staff or staff requesting a transfer will submit a declaration of interest form. Staff will be placed at the discretion of the Director/Principal.
c. The above decisions will be reviewed with the Paraprofessional Association President.

C. Transfers During School Year:

a. Staff members may request a transfer by submitting a declaration of interest to the Director/Principal. Placements will be made at the discretion of the Director/Principal.
b. The above decisions will be reviewed with the Paraprofessional Association President.

D. Administrative Action:

a. In the event a unit member is dissatisfied with his/her placement, he/she may request a meeting with the Director/Principal and Paraprofessional Association President. The final decision is at the discretion of the Director/Principal.

ARTICLE V

EMERGENCY CLOSING

Section 1. CANCELED CLASSES

If classes are canceled for any reason, each unit member shall be paid for the day of the closing. Such pay shall be considered payment in advance for any make-up day which is required. If a make-up day is worked, the unit member shall not be paid for that day.

ARTICLE VI

LAYOFF AND RECALL

Section 1. SENIORITY DEFINED – PARAPROFESSIONALS (NOT INCLUDING JOB TRAINING SPECIALISTS OR SENIOR STUDENT BEHAVIORAL ASSISTANTS)

A paraprofessional's seniority is calculated on the date he/she begins work at Monroe 2-Orleans BOCES. This date is referred to as the seniority date. During a probationary appointment, a seniority date is not established until a permanent appointment is approved. At that time it reverts to the start date.

Paraprofessionals who are in a position to need unpaid time should understand that their seniority date is adjusted in an amount equal to any unpaid days.

Section 2. LAYOFF PROCEDURE

When it is necessary to conduct workforce reductions, individuals with the least amount of time in a title are affected first. Time away from a position without pay can sometimes change an individual's placement on a seniority list, so all paraprofessionals should consider the impact of requests for unpaid time.

Section 3. REDUCTION IN HOURS WORKED

The parties will establish a mutually agreeable method for mitigating the loss of wages resulting from a reduction in hours worked per day only.

ARTICLE VII

MILEAGE

Section 1. REIMBURSEMENT

The Board shall pay the Board approved BOCES-wide rate.

Section 2. TRANSPORTATION OF STUDENTS

The Board may require unit members to transport students up to 30 days per year in BOCES insured vehicles, but will be consistent with State Education Department and Department of Transportation regulations.

ARTICLE VIII

RETIREMENT

Section 1. SERVICE INCREMENT

Upon retirement the Service Increment is available to unit members who meet the following criteria:

- Have at least 10 years of full-time continuous service with BOCES;
- Be eligible to retire with the New York State and Local Employees' Retirement System and actually retire with the New York State and Local Employees' Retirement System;
- File a written, irrevocable notice to retire with the District Superintendent at least three months prior to the departure date. This notice may be rescinded up to thirty (30) calendar days prior to the effective date of retirement for unforeseen circumstances.

The service increment of $50 per unused sick day to a maximum of 185 days will be paid in the form of a lump sum payment in the employee's final paycheck.

Section 2. SECTION 41-J

Upon retirement from the BOCES, a unit member has two options available with regard to accumulated unused sick leave:

a) Use balance or all of accumulated sick days, up to a maximum of 185 days for the service increment outlined in Section 1 of this Article, to be paid in the form of a lump sum payment in the unit member's final paycheck

AND/OR

b) Use balance or all of accumulated sick days, up to a maximum of 165 days for service credit in accordance with Section 41j of the New York State and Local Employees' Retirement System (note- maximum allowed is set by the New York State and Local Employees' Retirement System).

ARTICLE IX

GRIEVANCE PROCEDURE

Section 1. DEFINITIONS

A grievance shall be defined to mean a claim by an individual member or group of unit members that a specific article and section of this Agreement has been violated, misinterpreted or misapplied by the BOCES as to that individual or group of individuals.

Section 2. PROCEDURES

All written grievances shall include the name and position of the aggrieved party, the identity of the provision of the Agreement involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance occurred, the identity of the party responsible for causing said events or conditions, and a general statement of the nature of the grievance and the redress sought by the aggrieved party. The grievance shall be signed by the aggrieved party.

Except for the informal discussions at Stage 1, all decisions shall be rendered in writing at each step of the Grievance Procedure. Each such decision shall be transmitted to the Aggrieved Party.

The preparation and processing of grievances shall be conducted after normal working hours so as to avoid interruption of classroom activity and involvement of the students in any phase of the Grievance Procedure. Except as otherwise specifically provided herein, an aggrieved party shall have the right to confront and cross examine all witnesses called against him or her, to testify and to call witnesses on his or her own behalf, and to be furnished with a copy of any minutes of the proceedings which may be made. Costs, if any, arising from the calling of a witness shall be borne by the party calling the witness.

Forms for filing grievances and pursuing those grievances through to the final stage will be jointly developed by the District Superintendent, or his designee, and the Association.

After the informal stage set forth herein, the aggrieved party may choose whomever he or she wishes to represent him or her at Stages 1 and 2, except that such representative may not be a representative of an employee organization other than the representative for this negotiating unit.

The existence of this Grievance Procedure shall not be deemed to require any individual to pursue the remedies provided. If an individual avails himself or herself of any alternative procedure for resolving an alleged grievance, outside of this Agreement, that individual shall be deemed to have waived any and all rights to pursue a remedy under this Grievance Procedure.

Section 3. STAGES

STAGE 1. An aggrieved party shall first discuss the grievance informally with the executive director/director with the objective of resolving the grievance informally.

STAGE 2. If the grievance is not resolved informally at Stage 1 and the aggrieved party wishes to pursue the grievance, it shall be reduced to writing and presented to the executive director/director within 30 calendar days following the date the individual knew, or should have known, of the act or condition on which the grievance is based. Within 15 calendar days after the written grievance is presented, the executive director/director shall render a decision in writing, and forward that written decision to the aggrieved party.

STAGE 3. If the aggrieved party is not satisfied with the written decision at Stage 2, a written appeal must be filed with the District Superintendent within 15 calendar days after receipt of the written decision at Stage 2. A copy of the written grievance and the Stage 2 written decision shall be submitted with the appeal. Within 15 calendar days after receipt of the appeal, the District Superintendent, or his designee, shall hold a hearing with the aggrieved party and, if the aggrieved party chooses, a representative of the aggrieved party. The District Superintendent, or his designee, shall render a written decision to the aggrieved party within 15 calendar days after the conclusion of the hearing, or receipt by the District Superintendent or his designee of the minutes of that meeting, if any, whichever is the latter.

STAGE 4. If the individual is not satisfied with the decision at Stage 3 above, then, with the written concurrence of the association, a copy of which concurrence shall be forwarded to the District Superintendent, the individual may file a request to proceed to arbitration by filing a written notice with the District Superintendent within 20 calendar days after receipt of the Superintendent's decision. The BOCES and the association will agree upon a mutually acceptable arbitrator and will obtain a commitment from that arbitrator. If the BOCES and unit are unable to agree upon an arbitrator, the association shall notify the American Arbitration Association and follow the procedures thereof with respect to the selection of an arbitrator.

It is agreed that only one grievance shall be heard in any one hearing.

The selected arbitrator will submit a written decision not later than thirty (30) calendar days from the date the hearing is closed. The arbitrator's decision will be final and binding upon the parties.

The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the BOCES and the association.

Either party may reject one entire list of names submitted by the AAA.

An arbitrator shall have no authority to add to, subtract from, modify or vary any of the terms contained in this Agreement or which requires the Commission or an act prohibited by law.

ARTICLE X

HEALTH INSURANCE

Section 1. ELIGIBILITY AND CONTRIBUTION

A. All unit members regularly scheduled to work thirty (30) or more hours per week, shall pay their respective portion of the monthly premium cost shares as follows:

Effective July 1, 2026:

Unit Members Hired Pre 5/1/2008:	The premium cost will be 90.5% BOCES and 9.5% eligible employee in accordance with the Blue Point 2 Value plan..
Unit Members Hired On or After 5/1/2008:	The premium cost will be 87.5% BOCES and 12.5% eligible employee in accordance with the Blue Point 2 Value plan.

So long as the Blue Point 2 Select plan is available to the BOCES, it shall be made available to all eligible unit members as a buy-up from the BOCES base offering of Value.

Effective July 1, 2027:

Unit Members Hired Pre 5/1/2008:	The premium cost will be 89.5% BOCES and 10.5% eligible employee in accordance with the Blue Point 2 Value plan.
Unit Members Hired On or After 5/1/2008:	The premium cost will be 86.5% BOCES and 13.5% eligible employee in accordance with the Blue Point 2 Value plan.

So long as the Blue Point 2 Select plan is available to the BOCES, it shall be made available to all eligible unit members as a buy-up from the BOCES base offering of Value.

Effective July 1, 2028:

Unit Members Hired Pre 5/1/2008:	The premium cost will be 88.5% BOCES and 11.5% eligible employee in accordance with the Blue Point 2 Value plan.
Unit Members Hired On or After 5/1/2008:	The premium cost will be 85.5% BOCES and 14.5% eligible employee in accordance with the Blue Point 2 Value plan.

So long as the Blue Point 2 Select plan is available to the BOCES, it shall be made available to all eligible unit members as a buy-up from the BOCES base offering of Value.

If the Select plan becomes subject to the "Cadillac Tax", the unit member shall be responsible for the cost of the tax. The BOCES will individually notify in writing any unit member enrolled in the Select plan and subject to the tax. This notification will take place so that the unit member can utilize the open enrollment period that takes place prior to when and if the Select plan becomes subject to the Cadillac Tax. The president of the Association will be provided with a list of all members enrolled in the Select plan and who are notified by the BOCES regarding the "Cadillac Tax".

All full-time unit members, regardless of hire date, have the option of participating in the High Deductible Health Plan offered by the Rochester Area School Health Plan, at a 3% premium contribution rate. For those enrolling in the High Deductible Health Plan, the BOCES will deposit money into a Health Savings Account as follows: $900 for a single plan, and $1800 for a family/no spouse/2 person plan. The BOCES HSA contribution amounts will be made monthly ($75.00/month for a single plan and $150.00/month for a family/no spouse/2 person plan).

B. Part-time unit members working 15 hours per week or more, but less than thirty (30) hours per week, are eligible for health benefits, but on a pro-rated basis (50% by BOCES and 50% by eligible employee, in accordance with Blue Point 2 Select.). Unit members working less than 15 hours per week do not receive any BOCES contribution toward health insurance.

C. Domestic partners are eligible for health insurance coverage. A domestic partner affidavit must be presented to the BOCES. (See Appendix A)

Section 2. DENTAL INSURANCE

For unit members regularly scheduled to work thirty (30) or more hours per week, the BOCES will provide a dental insurance plan. The BOCES 2 eligible employee shall pay their respective portions of the monthly premium costs shares as follows: The premium costs will be shared 85% BOCES and 15% eligible employee.

Part-time unit members (part-time means working in a .5 FTE or more but less than full-time) are eligible for dental benefits, but on a pro-rated basis (50% by BOCES and 50% by eligible employee).

Section 3. VISION INSURANCE

For unit members regularly scheduled to work thirty (30) or more hours per week, the BOCES will provide a vision insurance plan. The BOCES 2 eligible employee shall pay their respective portions of the monthly premium costs shares as follows: The premium costs will be shared 85% BOCES and 15% eligible employee.

Part-time unit members (part-time means working in a .5 FTE or more but less than full-time) are eligible for vision benefits, but on a pro-rated basis (50% by BOCES and 50% by eligible employee).

Section 4. INSURANCE FOR RETIREES

Unit members hired before July 1, 2003 will be eligible for health insurance under the following provisions:

BOCES will continue to provide insurance coverage to all unit members who retire providing that eligible employees have had ten (10) years of service, have been enrolled in the applicable plan prior to retirement, and have retired and will be receiving benefits under the New York State Employees' Retirement System.

The coverage to be continued by the BOCES will be paid for by the employee and the BOCES on the same basis as provided during the retiree's last year of employment. Such health benefits will be payable upon the unit member's receipt of the Employees' Retirement System pension benefits.

Unit members hired after July 1, 2003 will be eligible for health insurance coverage under the following provisions:

15 years of BOCES service: The BOCES will pay 75% of the BOCES' share of the premium offered to current unit members.

20 years of BOCES service: The BOCES will pay 100% of the BOCES' share of the premium offered to current unit members.

To be eligible for the above mentioned retiree insurance, employee must meet the following criteria:

- Employee has at least 15 years of full-time service at the BOCES;
- Employee has been enrolled in the applicable plan prior to retirement;
- Employee is retired and will be receiving benefits under the New York State Employees' Retirement System.

Such health benefits will be payable upon the unit member's receipt of the Employees' Retirement System pension benefits.

Unit members hired on or after July 1, 2019: BOCES will continue to provide insurance coverage to all unit members who retire provided they meet the following criteria:

- Employee has at least 20 years of full-time service at the BOCES:
- Employee has been enrolled in the applicable health insurance plan prior to retirement; and
- Employee is retired and will be receiving benefits under the New York State Employees' Retirement System.

Such health benefits will be payable upon the unit member's receipt of the Employees' Retirement System pension benefits.

BOCES will continue to pay the same portion of the total monthly premium for the applicable coverage as provided for active employees.

For any unit member hired before May 1, 2008 who meets the qualifications above and is receiving health care benefits through the BOCES at the time of his/her death, their surviving spouse shall continue the benefit at a 50% cost to the BOCES and a 50% cost to the surviving spouse.

ARTICLE XI

DISABILITY INSURANCE

A long-term disability plan is provided to all full-time employees at no cost to the employee. The purpose of the long-term disability plan is to assist employees facing long-term illnesses, recuperation from surgery and serious accidents. The employee will receive 75% of gross pay for up to one year period, provided the following conditions are met:

- The period of disability is eight weeks and one day;
- All sick time is exhausted before the disability plan applies;
- A written physician's statement stating the diagnosis, prognosis, date of disability, expected length of disability, and expected return date.
- In addition to the physician's written statement, the BOCES reserves its right under law to require an examination of the employee by a physician of its choice.
- In the event that the BOCES's physician does not agree with the original physician's statement provided by the employee, the determination of disability will be made by a mutually agreed upon third party physician.

An employee who has no accumulated sick days will receive this benefit subject to an eight week and one day waiting period. The 75% of salary will commence after the waiting period and last for up to one year.

An employee on long-term disability leave is under obligation to respond to BOCES inquiry on the status of the disability and leave. In the BOCES's discretion, periodic physician examinations by a physician of the BOCES's choice may be required of the employee, who is obligated to comply.

An employee who does not return to work on the expected return date will be deemed to have resigned his/her position with the BOCES. All parties agree that where an employee fails to return on the expected return date, the BOCES will take actions to terminate the employee's services without a Section 75 hearing, if applicable.

An employee who opts to reserve up to three (3) days of sick time for use after the disability period must put their request in writing to the Director of Human Resources.

Employees shall be eligible for disability insurance for up to one (1) year period. That one (1) year period is defined as a career maximum of one year's disability, or 185 days, which can be accessed for multiple disability periods or one continuous period of disability.

ARTICLE XII

UNION RIGHTS

Section 1. COURIER MAIL SERVICE

The Association shall have the right to use the BOCES courier mail service.

Section 2. RELEASE TIME

Release time with pay for two (2) days per week shall be granted to the Association President for the purpose of attending association related business. The decision on the Association President's schedule is to be made by the BOCES. Release time with pay for five (5) days total per year shall be granted to the association officers for the purpose of attending to association related business.

Section 3. NOTICE

Written notification will be provided to the BOCES of dates and times of the leave.

ARTICLE XIII

WORK DAY

Section 1. REGULAR HOURS

The regular hours of employment for unit members shall be from three to seven hours daily as determined at the sole discretion of the administration. Hours worked do not include one-half hour for lunch that is unpaid.

Section 2. ADDITIONAL HOURS

Any assignment over eight hours per day shall be voluntary except in case of emergency.

Section 3. BREAK TIME

All unit members shall be entitled to a twenty-minute work break each day. This break may be scheduled as ten minutes in the morning and ten minutes in the afternoon.

ARTICLE XIV

WORK YEAR

Section 1. DEFINITION

The unit member will work the number of school days that the supervising teacher is scheduled to work except the last day of the school year, and any additional conference days scheduled for teachers, other than the two Superintendent's conference days (if used).

ARTICLE XV

GROUP LIFE INSURANCE

BOCES shall provide Group Term Life Insurance to all unit members in the amount of $10,000 (at no cost to the employee). This coverage shall terminate at retirement or when the unit member leaves the employment of BOCES. At retirement the employee may exercise conversion rights in accordance with the provisions of the insurance agreement.

ARTICLE XVI

LEAVES

Section 1. SICK LEAVE

A. FULL TIME UNIT MEMBERS

Sick days will be credited to the unit member on July 1. Employees starting after the first workday of the school year will receive a prorated amount days for the remainder of the school year.

- After one fiscal year (July 1- June 30) of continuous service, 12 days per year are provided.
- After three fiscal years (July 1-June 30) of continuous service, 15 days per year are provided.
- The BOCES may request a written doctor's note after five consecutive days.

These days may be applied to personal or family illness.

Unused sick days may be accumulated to a maximum of 260.

Note: Family Illness Days may be used to care for immediate family which means illness of parents, in-laws, spouse, and dependent children. Also consideration for use of family sick days will be given if an employee is the primary caregiver for a relative.

B. PART-TIME UNIT MEMBERS – For purposes of this section only, part-time means unit members working in a .5 FTE or more but less than full-time.

Sick days will be credited to the unit member on July 1. Employees starting after the first workday of the school year will receive a prorated amount days for the remainder of the school year. The length of the sick "day" is based on the actual length of the employee's day and work assignment.

- After one fiscal year (July 1- June 30) of continuous service, 12 days per year are provided
- After three fiscal years (July 1-June 30) of continuous service, 15 days per year are provided

Unused sick days may accumulate to a maximum of 130 days.

C. SHORT-TERM ILLNESS

Short-term illness is defined as a period of absence for at least five days but no more than eight weeks. The physician's written statement certifying the employee's illness is required. The physician's statement must clearly indicate the start date of the illness, the nature of the illness, and the anticipated date of return. Any accumulated sick time would be applied to this type of absence and would be subject to review by the BOCES medical service.

Vacation and retirement benefits will cease during an unpaid leave of absence.

Section 2. PERSONAL LEAVE

A. FULL TIME UNIT MEMBERS

Personal days will be credited to the unit member on July 1. Employees starting after the first workday of the school year will receive a prorated amount days for the remainder of the school year.

- These days may be applied to religious, family matters, or legal business, three days per year are provided.

Advanced written notice is required and must be submitted to the department director at least two workdays prior to the requested absence.

Unused personal days will be carried over and converted to sick days at the end of the fiscal year.

B. PART-TIME UNIT MEMBERS - For purposes of this section only, part-time means unit members working in a .5 FTE or more but less than full-time.

Personal days will be credited to the unit member on July 1. Employees starting after the first workday of the school year will receive a prorated amount days for the remainder of the school year. The length of the personal "day" is based on the actual length of the employee's day and work assignment.

- These days may be applied to religious, family matters or legal business, three days per year are provided.

Advanced written notice is required and must be submitted to the department director at least two workdays prior to the requested absence.

Unused personal days will be carried over and converted to sick days at the end of the fiscal year to a maximum of 130 accumulated days.

Section 3. CHILD CARE

Leave without pay for child care purposes will automatically be granted when in conjunction with the birth of a child or in the case of an adoption of an infant under five years of age. The duration of the Child Care Leave shall be a maximum of one year unpaid leave.

A written request for absences related to child care must be received by BOCES at least 30 days prior to the absence. This letter must state the specific time frame for the absence. A notice of return must be submitted at least 60 days in advance for the purpose of ensuring adequate staffing. If such a notice is not received, the employee is deemed to have resigned.

Vacation and retirement benefits will cease during an unpaid leave of absence.

Section 4. BEREAVEMENT DAYS

The length of the bereavement "day" is based on the actual length of the unit member's day and work assignment.

- For the death of spouse, parent, child, brother or sister, five days per year per incident are provided.
- For a mother- or father-in-law, brother- or sister-in-law, son- or daughter-in-law, grandparent or grandchild by blood, marriage or adoption, three days per year per incident are provided.
- For an aunt, uncle, nephew, niece, or cousin, one day per year per incident is provided.

The above relationships include step-relationships.

Additional days concerning the above relationships may be approved by the administration.

These days are unavailable where the death occurs and services are completed over a break, vacation or holiday recess period.

Section 5. JURY DUTY

The length of the jury "day" is based on the actual length of the unit member's day and work assignment.

- Within two days of jury duty service notification, the employee must present the summons to the department director.
- Employees summoned to serve on jury duty will receive their regular pay and may continue as long as required.

Upon completion of jury duty, an attendance form should be obtained from the Commissioner of Jurors Office and submitted to the Payroll Department for attendance purposes.

Section 6. MILITARY LEAVE

A military leave shall be granted to a unit member who is inducted or enlists in any branch of the armed forces of the United States. The length of the military "day" is based on the actual length of the employee's day and work assignment.

All rights and privileges will be afforded under Sections 242 and 243 of the Military Law.

Section 7. VOLUNTEER FIREFIGHTERS OR EMERGENCY MEDICAL CORPS PERSONNEL

The Monroe 2-Orleans BOCES recognizes that voluntary firefighters and ambulance corps personnel provide critical services to our communities. Although unit members may provide these critical services, we must remain mindful that our mission at BOCES is essential and cannot be taken lightly. The BOCES will support unit members who are volunteer firefighters or emergency corps personnel assisting in emergencies under the following circumstances:

- Should any unit member answer a fire or first aid call prior to the beginning of his/her regularly scheduled shift and should a fire or first aid call terminate after the start of the unit member's shift, the unit member shall not be required to report to work until one hour after the termination of the call.
- The unit member shall make every effort to notify his/her supervisor of the absence as soon as possible.
- The unit member shall present written verification of the time the call was activated, the presence of the employee, and the time the call was terminated from the officer in charge.
- Upon returning to work, the unit member shall notify his/her supervisor immediately.
- No unit member shall leave a work location during a regular shift to respond to a fire or first aid call without permission from his/her direct supervisor.

- Personal days, vacation days, or sick days shall not be charged against the unit member. Should the emergency situation occur during such a time (i.e., all night emergencies) that the unit member determines that he/she is unable to return to work, the unit member may use his/her accumulated sick day(s) for recuperative purposes.

It is understood that abuse of this privilege may result in the denial of this privilege in the future.

Note: If you are planning a leave of absence for any reason, please contact the department director.

Section 8. EXTENDED SCHOOL YEAR

Unit members working full time in the Extended School Year Special Education Program will be entitled to one (1) sick day during the period of the ESYP Program. If unused, this day will not be added to that unit member's regular accumulated sick leave days. In cases of sudden onset of a serious illness or accident, unit members may draw from the regular school year accumulated sick leave with the approval of the Director for Exceptional Children. Verification of a serious illness or accident may be requested by BOCES.

ARTICLE XVII

HOLIDAYS

Section 1. DAYS AUTHORIZED

Eleven holidays are granted to unit members each year. The holidays are as follows:

New Year's Day, Martin Luther King Day, Good Friday, One day during spring recess, Memorial Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Day, One day during Christmas Recess

ARTICLE XVIII

WAGES AND REMUNERATION

Section 1. HIRING SCHEDULE

The hourly rates for the newly hired paraprofessionals and job training specialists shall be the following according to years of experience:

Years of Experience	Effective 7/1/2026	Effective 7/1/2027	Effective 7/1/2028
0	$19.50	$19.75	$20.00
1 - 4	$20.50	$20.75	$21.00
5+	$21.50	$21.75	$22.00

Section 2. HIRING SCHEDULE – SENIOR STUDENT BEHAVIORAL ASSISTANT

The hiring range for Senior Student Behavioral Assistants shall be $22.00/hour – $25.00/hour.

Section 3. SALARY INCREASE

2026-2027: Each returning unit member is to receive an increase of 3.60% + $.03/year of service over the hourly wage rate paid in the 2025-2026 school year. Unit members hired prior to June 30, 2026, shall receive credit for 1 year of service.

2027-2028: Each returning unit member is to receive an increase of 4% over the hourly wage rate paid in the 2026-2027 school year.

2028-2029: Each returning unit member is to receive an increase of 4% over the hourly wage rate paid in the 2027-2028 school year.

Section 4. OTHER SALARY ITEMS

All current paraprofessionals who become Senior Student Behavioral Assistants shall receive a $ 3.50/hour increase in their current hourly wage.

Section 5. SUBSTITUTE TEACHERS

Upon recommendation of the teacher and approval by the administrator, unit members may substitute as a classroom teacher on a voluntary basis. Such assignments shall be in their building only. The compensation will be the maximum rate approved by the Board for per diem substitute teachers or an amount equal to $40 greater than the unit member's regular daily rate of pay, whichever is higher. The unit member must substitute on a half-day or a whole day basis. If the teacher is out of the classroom for one continuous hour, then the unit member becomes the substitute teacher on a half-day pay basis. Every effort will be made to provide a substitute unit member when the regular unit member serves as the substitute teacher. Unit members could be approved and utilized as substitute teachers in urgent situations and only after prior approval with the administrator supervising the program. The unit member shall continue to receive the non-salary benefits to which that unit member would otherwise be entitled.

Section 6. IN-SERVICE TRAINING

For in-service courses approved by the District Superintendent or his designee and with the prior approval of the executive director/director or his/her designee, unit members will be paid his/her hourly rate.

In-service training can be mandated for after school hours if needed to meet assignment requirements or performance improvement plans. Unit members will be paid their hourly rate for this type of training.

Section 7. CAREER AWARD (LONGEVITY)

A. FULL TIME UNIT MEMBERS

A career award is paid to unit members under these circumstances:

- After 10 years of continuous service, $ 250 is awarded.
- After 15 years of continuous service, $ 400 is awarded.
- After 20 years of continuous service, $ 550 is awarded.

The career award is provided after the specific number of years of service. Payment is in a lump sum on the payroll date immediately following the employee's anniversary date of employment.

B. PART-TIME UNIT MEMBERS - For purposes of this section only, part-time means unit members working in a .5 FTE or more but less than full-time.

Part-time unit members will follow this schedule for payment but will receive a prorated amount of money.

An annual award is paid to unit members under these circumstances:

- After 10 years of continuous service, $ 250 (prorated) is awarded.
- After 15 years of continuous service, $ 400 (prorated) is awarded.
- After 20 years of continuous service, $ 550 (prorated) is awarded.

The career award is provided after the specific number of years of service. Payment is in a lump sum on the payroll date immediately following the employee's anniversary date of employment.

Section 8. PAY DISTRIBUTION

Unit members shall have the option of having their pay distributed on the basis of 21 or 26 pay periods. If the 26 pay option is selected, the unit member would get the equivalent of six pay checks in the last payroll in June.

All unit members will be paid via direct deposit. If a unit member presents a reason why he or she cannot be paid via direct deposit, that individual will receive a paper paycheck.

Section 9. WORKERS' COMPENSATION AND PERSONAL ITEMS

A. BOCES will reimburse unit members for cost of replacing or repairing dentures, eyeglasses, hearing aid, or similar bodily appurtenances not covered by the unit member's insurance which are damaged, destroyed or lost as a result of an injury sustained or incident occurring in the course of the unit member's employment, when the unit member has not been

personally negligent nor contributory with reference to the incident. In order for the unit member to recover damages, a written incident report must be completed.

BOCES will reimburse unit members for the reasonable cost of any clothing and/or footwear damaged or destroyed as a result of an assault and battery suffered by a unit member who was acting in the discharge of duties within the scope of employment, when the unit member has not been personally negligent with reference to the incident, a maximum of $ 50 per occurrence. A written incident report must be completed.

B. The Employer shall provide unit members with access to a secure, designated location for the storage of personal belongings during the workday. Such storage areas shall be reasonably accessible, maintained in good condition, and designed to safeguard items from theft, loss, or damage. Where practicable, storage shall include lockable cabinets, lockers, or similar secure facilities.

Section 10. TUITION REIMBURSEMENT

A. FULL TIME UNIT MEMBERS

Tuition Reimbursement Approval Forms are available through your Supervisor or the Human Resources Office. Courses must be work related or in support of a degree.

Once approved, unit members may enroll in up to four undergraduate or graduate courses per year. The four courses may be taken in one semester or throughout the fiscal year (July 1-June 30).

Reimbursement for courses will be made at an amount up to the State University of New York (SUNY) tuition rate.

For part-time unit members (unit members working in a .5 FTE or more but less than full-time) reimbursement for courses will be made at an amount up to the State University of New York (SUNY) tuition rate at a prorated amount of money.

B. TUITION REIMBURSEMENT PROCEDURE

Unit members may apply for tuition reimbursement by submitting a Tuition Reimbursement Approval Form to their Director or Principal at the beginning of the semester prior to the course starting.

Upon course completion with a passing grade, employees must submit to the Human Resources Office:

- College Transcript or Course Grade Report
- Financial Aid disclosure report from the college/university

Tuition Reimbursements are processed three times per year. Requests will be processed within 30 days of the dates listed below:

- January 15
- June 15
- September 15

In the event a course has not been completed, the employee may request an extension of that approval for up to one additional semester.

In the event that paperwork is not submitted by the semester deadline dates listed above, or incomplete paperwork is submitted, reimbursement will not be made until the after the following reimbursement cycle. Under no circumstances will reimbursement take place between cycles.

Paperwork must be submitted within six months of the employee completing the course.

If a unit member resigns from the BOCES less than one calendar year following reimbursement, he or she must re-pay the BOCES for one-half the amount of tuition reimbursement received in the year immediately preceding the resignation.

Section 11. ATTENDANCE INCENTIVE

In each year of the Agreement, unit members will receive a one-time payment for attendance based on the prior year's record, according to the following:

If no sick days are used by the unit member in the prior fiscal year, two hundred and fifty dollars ($250) will be paid to the unit member in the following year.

In order to qualify for the incentive, unit members must be employed for the full school year.

The amount is pro-rated based on the unit member FTE.

ARTICLE XIV

COMPENSATORY AND PAID OVERTIME

Unit members who work beyond 40 hours in a week are eligible to receive compensation for that time. The unit member must actually work above 40 hours. Holidays, sick days and vacation days are not hours worked. Unit members have the choice to receive compensation or paid overtime by either of these forms:

Compensatory, or "comp" time in lieu of payment for hours worked

- A Comp Log must be kept for every employee who collects and uses compensatory time. The Log is reviewed and signed monthly by the administrator to authorize usage of compensatory time. The administrator and the employee must agree on the days/hours used. The time is to be used by September 1 of the following school year or it will be lost.

Pay for hours worked

- A timesheet must be kept for every employee who is using paid overtime. The timesheet is reviewed and signed by the administrator to authorize paid overtime. The administrator and the employee must agree on the days/hours used.

Compensatory and paid overtime are calculated at 1.5 times the number of hours worked beyond 40 in a week.

Acceptable conditions for compensatory and paid overtime:

- The unit member is directed by his/her supervisor to work beyond the normal work schedule.
- Working the additional time has had prior written approval by the department director.
- The additional time is at least one hour in any given day.

Compensatory time and paid overtime regulations are established by the federal government and outlined in the Fair Labor Standards Act (FLSA).

ARTICLE XX

INDIVIDUAL AGREEMENTS

Any individual agreement, arrangement or contract between the BOCES and an individual unit member, hereafter executed, shall be consistent with the terms of this or subsequent agreements executed by the parties.

The Association will be represented on a BOCES committee for Health and Safety.

ARTICLE XXI

COMPLETE AGREEMENT CLAUSE

Section 1.

The District Superintendent and the Association acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective negotiations.

Section 2.

The understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in their entirety in this Agreement.

Section 3.

The District Superintendent and the Association agree that, to promote a stable relationship, neither party, for the duration of this agreement, shall be obligated to negotiate collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered by this Agreement, whether or not either party had reason to raise such subject during the course of negotiations.

ARTICLE XXII

SAVINGS CLAUSE

This Agreement and all provisions contained herein are subject to all applicable state and federal laws. In the event any Article or Section of any Article of this Agreement is held by a court of competent jurisdiction to violate any such applicable law, said Article on Section shall be rendered null and void but the remainder of the Agreement shall remain in full force and effect as if the violative portion had not been a part of this Agreement.

ARTICLE XXIII

DURATION

The provisions of this Agreement shall become effective as of July 1, 2026 and shall continue in full force and effect through and including June 30, 2029, and unless either party gives written notice to the other party between January 1, 2029 and March 1, 2029 to modify, amend or renegotiate this Agreement, then in that event said Agreement shall continue in force and effect from year to year thereafter until such notice is given between January 1 and March 1 of any succeeding year in which event this Agreement shall continue in effect through June 30 of that year.

Chapter 2

Chapter 2 is only applicable to:

Tutors

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ARTICLE I

RECOGNITION AND NO STRIKE

Section 1. NATURE AND TERMS

Pursuant to the New York State Public Employees Fair Employment Act, as amended, the Monroe 2-Orleans Board of Cooperative Educational Services (hereinafter referred to as BOCES), based upon the certification of results issued by the Public Employment Relations Board dated November 29, 1979, hereby recognizes the Paraprofessional Association of BOCES 2, NYSUT/AFT (hereinafter referred to as Association) as the exclusive negotiating representative for all paraprofessionals, senior student behavioral assistants, job training specialists and tutors employed by the BOCES, excluding per diem and long term substitutes, the District Superintendent, all Administrative personnel, all secretaries and all other BOCES employees. This recognition shall be for the maximum period allowable under Section 208 of the Public Employees Fair Employment Act, as amended from time to time.

Section 2. NO STRIKE

The Association agrees that it will not cause, condone, sanction or take part in any strike, during the term of this Agreement.

ARTICLE II

DEFINITION OF BARGAINING UNIT

Bargaining unit members are those tutors who have worked at least 550 hours during the previous school year (July 1 through June 30).

ARTICLE III

DUES CHECKOFF

Section 1. AUTHORIZATION

The Chief Executive Officer shall provide for a payroll deduction for the current rate of Association dues. The Association shall provide the Business Office thirty (30) days prior written notice of any change in the amount of the dues. The deduction shall be made in equal amounts beginning with the first pay period of September. The Payroll Clerk shall transmit each month to the authorized Treasurer of the Association the amount of the deductions.

Dues must be deducted from all eligible unit members; in addition, the Association must provide adequate information regarding each unit member's right to receive a refund for dues money used for political activities; such refund forms must be provided to the Personnel Office.

The Association agrees to hold harmless the BOCES from all liability or claims which may arise from the implementation or continuation of this provision.

In the event an employee leaves the employ of the BOCES for any reason at any time, dues deductions shall cease immediately upon the effective date of such termination.

Section 2. PAYROLL DEDUCTION

Deduction shall be made in equal installments through the school year commencing with the first pay period in September of any school year. Each month, the BOCES' Payroll Clerk shall transmit to the Treasurer of the Association the amount of the deductions.

Section 3. NYSUT BENEFIT TRUST DEDUCTION

The employer shall check-off and remit payments to the NYSUT Benefit Trust upon submission of a signed authorization to the payroll office for anyone within the bargaining unit. Such signed authorization may be discontinued at the end of its term upon written notice by the employee to the employer. The employer shall remit to the NYSUT Benefit Trust the payment deducted and shall furnish the Plan with a list of all employees from whose salaries such deductions have been made. Such list shall be furnished not more than once per school year.

The Association agrees to hold the BOCES harmless from any and all liability which may arise, or be alleged to have occurred, as a result of the BOCES' implementation of this procedure.

ARTICLE IV

MILEAGE

Section 1. REIMBURSEMENT

The Board shall pay the Board approved BOCES-wide rate.

Section 2. TRANSPORTATION OF STUDENTS

The Board may require unit members to transport students up to 30 days per year in BOCES insured vehicles, but will be consistent with State Education Department and Department of Transportation regulations.

ARTICLE V

GRIEVANCE PROCEDURE

Section 1. DEFINITIONS

A grievance shall be defined to mean a claim by an individual member or group of unit members that a specific article and section of this Agreement has been violated, misinterpreted or misapplied by the BOCES as to that individual or group of individuals.

Section 2. PROCEDURES

All written grievances shall include the name and position of the aggrieved party, the identity of the provision of the Agreement involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance occurred, the identity of the party responsible for causing said events or conditions, and a general statement of the nature of the grievance and the redress sought by the aggrieved party. The grievance shall be signed by the aggrieved party.

Except for the informal discussions at Stage 1, all decisions shall be rendered in writing at each step of the Grievance Procedure. Each such decision shall be transmitted to the Aggrieved Party.

The preparation and processing of grievances shall be conducted after normal working hours so as to avoid interruption of classroom activity and involvement of the students in any phase of the Grievance Procedure. Except as otherwise specifically provided herein, an aggrieved party shall have the right to confront and cross examine all witnesses called against him or her, to testify and to call witnesses on his or her own behalf, and to be furnished with a copy of any minutes of the proceedings which may be made. Costs, if any, arising from the calling of a witness shall be borne by the party calling the witness.

Forms for filing grievances and pursuing those grievances through to the final stage will be jointly developed by the District Superintendent, or his designee, and the Association.

After the informal stage set forth herein, the aggrieved party may choose whomever he or she wishes to represent him or her at Stages 1 and 2, except that such representative may not be a representative of an employee organization other than the representative for this negotiating unit.

The existence of this Grievance Procedure shall not be deemed to require any individual to pursue the remedies provided. If an individual avails himself or herself of any alternative procedure for resolving an alleged grievance, outside of this Agreement, that individual shall be deemed to have waived any and all rights to pursue a remedy under this Grievance Procedure.

Section 3. STAGES

STAGE 1. An aggrieved party shall first discuss the grievance informally with the executive director/director with the objective of resolving the grievance informally.

STAGE 2. If the grievance is not resolved informally at Stage 1 and the aggrieved party wishes to pursue the grievance, it shall be reduced to writing and presented to the executive director/director within 30 calendar days following the date the individual knew, or should have known, of the act or condition on which the grievance is based. Within 15 calendar days after the written grievance is presented, the executive director/director shall render a decision in writing, and forward that written decision to the aggrieved party.

STAGE 3. If the aggrieved party is not satisfied with the written decision at Stage 2, a written appeal must be filed with the District Superintendent within 15 calendar days after receipt of the written decision at Stage 2. A copy of the written grievance and the Stage 2

written decision shall be submitted with the appeal. Within 15 calendar days after receipt of the appeal, the District Superintendent, or his designee, shall hold a hearing with the aggrieved party and, if the aggrieved party chooses, a representative of the aggrieved party. The District Superintendent, or his designee, shall render a written decision to the aggrieved party within 15 calendar days after the conclusion of the hearing, or receipt by the District Superintendent or his designee of the minutes of that meeting, if any, whichever is the latter.

STAGE 4. If the individual is not satisfied with the decision at Stage 3 above, then, with the written concurrence of the association, a copy of which concurrence shall be forwarded to the District Superintendent, the individual may file a request to proceed to arbitration by filing a written notice with the District Superintendent within 20 calendar days after receipt of the Superintendent's decision. The BOCES and the association will agree upon a mutually acceptable arbitrator and will obtain a commitment from that arbitrator. If the BOCES and unit are unable to agree upon an arbitrator, the association shall notify the American Arbitration Association and follow the procedures thereof with respect to the selection of an arbitrator.

It is agreed that only one grievance shall be heard in any one hearing.

The selected arbitrator will submit a written decision not later than thirty (30) calendar days from the date the hearing is closed. The arbitrator's decision will be final and binding upon the parties.

The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the BOCES and the association.

Either party may reject one entire list of names submitted by the AAA.

An arbitrator shall have no authority to add to, subtract from, modify or vary any of the terms contained in this Agreement or which requires the Commission or an act prohibited by law.

ARTICLE VI

WORKING CONDITIONS

Section 1. PREFERENCE IN ASSIGNMENT

As a general rule, preference in assignment will be given to bargaining unit members with the exception of special situations such as but not limited to district and/or parent requests, potential certification requirements and unit member preferences, at the discretion of administration.

Upon request of the Association President, the BOCES will provide information to explain the basis of an assignment. This section will not be subject to stage 4 of the grievance procedure on page 10.

Section 2. STUDENT ASSIGNMENTS

Tutors may be assigned to tutor a maximum of two (2) students per session.

Section 3. PLANNING TIME

Tutors will receive one (1) hour of paid planning time per assigned student per week, to a maximum of five (5) hours per week.

Section 4. STUDENT NO-SHOWS

In the case of a student who without prior notice does not show up for the tutor's first assigned session of the day, the tutor is guaranteed one (1) hour pay, provided the tutor remains on site and performs assigned work. If the tutor has a second scheduled tutoring session immediately following the first session, the tutor will be paid for the second hour of the initial session, provided he or she chooses to stay for the second hour and performs assigned work.

For the second scheduled tutoring session, should there be a student who without prior notice does not show up, the tutor is guaranteed one (1) hour pay, provided the tutor remains on site and performs assigned work. If the tutor has a third scheduled tutoring session immediately following the second session, the tutor will be paid for the second hour of the session provided he or she chooses to stay for the second hour and performs assigned work.

For the third scheduled tutoring session, should there be a student who without prior notice does not show up, the tutor is guaranteed one (1) hour pay, provided the tutor remains on site and performs assigned work. The tutor will be paid for the second hour of the third session provided he or she chooses to stay for the second hour and performs assigned work.

ARTICLE VII

SICK AND BEREAVMENT LEAVE

Tutors will receive one (1) paid leave day each school year, which may be used for the following purposes.

1. Sick leave – for personal or family illness; OR
2. Bereavement leave – for the death of a spouse, parent, child, brother, sister; mother or father-in law, brother or sister in-law, son or daughter in-law; grandparent or grandchild by blood, marriage or adoption; or aunt, uncle, nephew, niece or cousin.

Paid leave days are not cumulative and unused days in one school year will not carry-over to the following school year.

The length of the tutor's paid leave day is based on the actual number of hours the tutor was scheduled to work on the leave day, excluding planning time.

ARTICLE VIII

WAGES AND REMUNERATION

Section 1. COMPENSATION

The salary increase for returning tutors who worked during the 2025-2026 school year for a minimum of 550 hours shall be 3.6% for the 2026-2027 school year.

The salary increase for returning tutors who worked during the 2026-2027 school year for a minimum of 550 hours shall be 4.0% for the 2027-2028 school year.

The salary increase for returning tutors who worked during the 2027-2028 school year for a minimum of 550 hours shall be 4.0% for the 2028-2029 school year.

Section 2. IN-SERVICE TRAINING

For in-service courses approved by the District Superintendent or his/her designee and with the prior approval of the executive director/director or his/her designee, tutors will be paid their hourly rate.

In-service training can be mandated for after school hours if needed to meet assignment requirements or performance improvement plans. Tutors will be paid their hourly rate for this type of training.

Section 3. PAY DISTRIBUTION

All tutors will be paid via direct deposit. If a tutor presents a reason why he or she cannot be paid via direct deposit, that individual will receive a paper paycheck.

Section 4. REIMBURSEMENT FOR PERSONAL ITEMS

BOCES will reimburse tutors for cost of replacing or repairing dentures, eyeglasses, hearing aids, or similar bodily appurtenances not covered by the tutor's insurance which are damaged, destroyed or lost as a result of an injury sustained or incident occurring in the course of the tutor's employment, when the tutor has not been personally negligent nor contributory with reference to the incident. In order for the tutor to recover damages, a written incident report must be completed and a receipt for the replacement or repair must be provided to BOCES.

BOCES will reimburse tutors for the reasonable cost of any clothing and/or foot wear damaged or destroyed as a result of an assault and battery suffered by a tutor who was acting in the discharge of duties within the scope of employment, when the tutor has not been personally negligent with reference to the incident, a maximum of $50 per occurrence. A written incident report must be completed and a receipt for the replacement must be provided to BOCES.

ARTICLE IX

UNION RIGHTS

Section 1. COURIER MAIL SERVICE

The Association shall have the right to use the BOCES courier mail service.

Section 2. RELEASE TIME

Release time with pay for two (2) days per week shall be granted to the Association President for the purpose of attending association related business. The decision on the Association President's schedule is to be made by the BOCES. Release time with pay for five (5) days total per year shall be granted to the association officers for the purpose of attending to association related business.

Section 3. NOTICE

Written notification will be provided to the BOCES of dates and times of the leave.

ARTICLE X

INDIVIDUAL AGREEMENTS

Any individual agreement, arrangement or contract between the BOCES and an individual unit member, hereafter executed, shall be consistent with the terms of this or subsequent agreements executed by the parties.

The Association will be represented on a BOCES committee for Health and Safety.

ARTICLE XI

COMPLETE AGREEMENT CLAUSE

Section 1.

The District Superintendent and the Association acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective negotiations.

Section 2.

The understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in their entirety in this Agreement.

Section 3.

The District Superintendent and the Association agree that, to promote a stable relationship, neither party, for the duration of this agreement, shall be obligated to negotiate collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered by this Agreement, whether or not either party had reason to raise such subject during the course of negotiations.

ARTICLE XII

SAVINGS CLAUSE

This Agreement and all provisions contained herein are subject to all applicable state and federal laws. In the event any Article or Section of any Article of this Agreement is held by a court of competent jurisdiction to violate any such applicable law, said Article on Section shall be rendered null and void but the remainder of the Agreement shall remain in full force and effect as if the violative portion had not been a part of this Agreement.

ARTICLE XIII

DURATION

The provisions of this Agreement shall become effective as of July 1, 2026 and shall continue in full force and effect through and including June 30, 2029, and unless either party gives written notice to the other party between January 1, 2029 and March 1, 2029 to modify, amend or renegotiate this Agreement, then in that event said Agreement shall continue in force and effect from year to year thereafter until such notice is given between January 1 and March 1 of any succeeding year in which event this Agreement shall continue in effect through June 30 of that year.

Dated this 9th day of September, 2026.

President
The Paraprofessional Association
Monroe 2-Orleans BOCES

By _____
Vicki Brew

District Superintendent
Monroe 2-Orleans BOCES

By _____
Thomas K. Putnam