

8-22-25

MEMORANDUM OF AGREEMENT

BETWEEN

THE ALBANY-SCHOHARIE-SCHENECTADY-SARATOGA BOCES

AND THE

**THE ALBANY-SCHOHARIE-SCHNECECTADY-SARATOGA FACULTY
ASSOCIATION**

(covering Faculty, Teaching Assistant/Aides, and Service unit agreements)

The District Superintendent of the Albany-Schoharie-Schenectady-Saratoga BOCES ("BOCES") and the Albany-Schoharie-Schenectady-Saratoga Faculty Association ("Association") (the Association also represents the Teaching Assistant/Teacher Aide and Service Units) hereby enter into the following Memorandum of Agreement to amend the 2020-2025 Collective Bargaining Agreements ("Agreements") between the parties. The terms of this Memorandum shall amend the prior Collective Bargaining Agreements and shall be incorporated into a new agreement for the period from July 1, 2025 through June 30, 2028. Any articles, sections or portions of the Agreements not discussed herein shall continue and be incorporated into the successor Collective Bargaining Agreements. Any language shown with a strike through shall be deleted and any language with an underline shall be added. The parties understand and agree that the terms of this memorandum of agreement shall not be effective unless and until they are approved by the Board of Education of the BOCES and ratified by the members of the Association.

1. **Amend the following sections (Teacher Unit Article V(F) (pp. 8-9), Assistants and Aides Unit Article IV(C) (p. 6), Service Unit Article VI(N) (p. 13) to read as follows:**

"CORPORAL PUNISHMENT - SELF DEFENSE:

Members of the Bargaining Unit may not use any act of physical force upon a pupil for the purpose of punishing a pupil. This does not preclude the use of reasonable physical force for any of the following purposes:

1. to protect oneself from physical injury;
2. to protect another pupil or teacher or any other person from physical injury;
- ~~3. to protect property of BOCES or of others; or~~
3. to restrain or remove a pupil whose behavior is interfering with the orderly exercise and performance of BOCES functions, powers or duties, if that pupil has refused to comply with a request to refrain from further disruptive acts; provided that alternative procedures and methods not involving the use of physical force cannot reasonably be employed to achieve the purposes set forth in one (1) through three ~~four (4)~~ (3) above.

BOCES shall provide guidelines and instruction to further explain the appropriate use of reasonable physical force and to define alternative procedures and methods

2. **Amend Teacher Unit Section Article VI, Section B(2) (p. 12), Grievance Procedure/Definitions** to delete "Occupational Education Coordinator".

3. **Amend Teacher Unit Section Article VII(H)(1) (pp. 17-18), Teaching Conditions/Teaching Day, second full paragraph to read:**

Teachers assigned outside the Albany or Schoharie Career and Technical Centers shall work on the days and hours scheduled by the component school districts where they are assigned. The teacher workday at the Albany and Schoharie Career and Technical Centers shall be 6.0 hours per day with the starting time to commence no earlier than 7:30 a.m. and ending time no later than 2:30 p.m. at each individual location 8:00 a.m. to 2:00 p.m. inclusive of the duty time specified above. Teachers shall be advised of the start and end times of each location by the conclusion of the preceding school year. A duty-free lunch period of a standard length of not less than thirty-six (36) minutes shall be provided to all unit members at these Centers ~~between the hours of 8:00 am to 2:00 pm.~~ Mileage, at the IRS rate, will be paid to such teachers from the BOCES central location

4. **Delete Teacher Unit Section Article VII(V)(p. 23), Time and Attendance:** Delete in its entirety.
5. **Amend Teacher Unit Section Article VIII(H)(2)(b)(p. 30), Graduate Hour Credit, Special Education Teachers to read as follows:**
“b. Column 4 - \$42.42 per approved graduate credit hour beyond column requirement in blocks of three up to sixty hours. Effective July 1, 2013, this rate shall be increased according to the schedule in the section below.”
6. **Amend TA/Aide Unit Section: Article IX(A)(5)(pp. 29-30), Professional Improvement to remove tuition reimbursement from under the subcommittee and revise as follows:**
“Partial tuition reimbursement for pre-approved college level courses shall be made available to unit members at the SUNY rate, up to the amount budgeted by the BOCES Board. A unit member will become eligible for tuition reimbursement after having completed one two years of service and must agree to continued service for two years following receipt of reimbursement. A limit per person to be applied to the cost of tuition shall be recommended annually by the subcommittee subject to the approval of the Division.”
7. **Amend TA/Aide Unit Agreement Section Article VI(A)(5)(a)(p. 19), Insurance/Employer/Employee Premium Contributions (Retired Employees) to read as follows:**
“Any employee meeting the retirement requirements pursuant to the applicable New York State Retirement System will have his/her health insurance coverage continued provided the employee has no less than ten (10) years’ service at BOCES at the time of retirement. Members who are involuntarily laid off or reduced due to a reduction in force shall have years of service worked prior to being laid off/reduced counted towards years of service for eligibility for retirement benefits, unless the Association member refuses recall and reinstatement from a preferred eligibility list to a full-time position or resigns from the BOCES while on the preferred eligibility list.”
8. **Amend TA/Aide Unit Section Article VI(B)(b)(p. 20), Dental Insurance** to delete the current language and replace it with the following:
“BOCES shall provide and pay for individual and family premiums for the approved dental plan for all unit members employed after February 1, 1976. Members of the Bargaining Unit shall share the cost for dental coverage on a 50-50 basis.”
9. **Amend TA/Aide Unit Section Article VIII(C)(p. 28)** to change the hour rate from \$1.50 to \$2.50 per hour, to \$2.75 per hour effective July 1, 2026, and \$3 per hour effective July 1, 2027.
10. **Amend Service Unit Section Article 1(p. 2), Unit Definition** to add “Senior Substitute Coordination Service Clerk”.
11. **Amend Service Unit Section (p. 20), Working Conditions** as follows:
“This late report procedure is for all Service Unit personnel excluding Instructionally Related Personnel. That staff follow the procedures of their assigned school or South Colonie, whichever is appropriate.”
12. **Amend Service Unit Section Article XVI(B)(1)(p. 36), Holidays & Vacation** as follows:
“On July 1 following the completion of the years of service specified below, additional vacation days will be credited as follows, up to a total of 24 23 days after 250 years.”
13. **Amend Teacher Unit Article III(F) regarding use of facilities(p. 3)** (and each similar provision of the TA/Aide and Service Unit Agreements) to delete “typing equipment” and replace it with “computers and electronic communication platforms with such use not to interfere with an employee’s regular duties”.
14. **Amend Teacher Unit Article VI(4)(a) and (b), Grievance Procedure,**

Arbitration (p. 15) (and each similar provision of the TA/Aide and Service Unit Agreements) to replace the AAA procedure with a panel of mutually agreed upon arbitrators. The panel shall consist of Jeffrey Selchick, Timothy Taylor, Anthony Brock, and Jeffrey Hartnett. Such arbitrator to be selected on a rotation basis unless otherwise agreed to by the parties.

15. Amend Teacher Unit Article VII(A), Moving Equipment (p. 16) to read:
“The BOCES shall not place the well-being of a member of the Bargaining Unit in jeopardy by requiring him/her to lift heavy machinery or equipment.”

16. Amend Teacher Unit Article IX(E), Flexible Spending Account (p. 49) (and each similar provision of the TA/Aide and Service Unit Agreements) to remove the carry-over cap and replace with “the maximum amount permitted under applicable law”.

17. Amend Teacher Unit Article X(A)(3), Bereavement Leave (p. 50): to provide that days used in excess of five days in a year will be charged to sick leave.

18. Amend Article X(D), Child Rearing Leave, (p. 54) (and each similar provision of the TA/Aide and Service Unit Agreements) to add the following new language: “As an exception to the sixty day requirement, in the case of adoption or foster care placements, the member shall notify the District Superintendent as soon as possible upon the member’s notification of when such leave will be needed and requested.”

19. Amend Service Unit Article IX, Working Conditions, to add a new Section M as follows:

“Boot Allowance

The BOCES will reimburse all custodial, maintenance, and bus mechanics up to \$200 every two (2) years for the purchase of OSHA compliant steel toes or composite toed boots. The member must have the prior approval of a supervisor for the boots purchased and a member must complete at least six (6) months of employment with BOCES before any reimbursement of boots purchased for such employment.”

20. Amend Article IV(G) of TA Agreement and Article XII of Service Unit Agreement to provide as follows:

G. Seniority/Reductions in Force/Preferred Eligibility Lists: Teacher Aides

1. Seniority for purposes of layoff and recall rights is based on length of service within the BOCES. Seniority for all other purposes is based upon length of service within the Career and Technical Education Division, Special Education Division, or Educational Support Services Division. Teacher Aides are not able to carry seniority, for purposes other than layoff and recall, from any one of the three Divisions to another Division.

a. Seniority shall be determined on the basis of continuous service commencing with the date of Board appointment of last hire for regular employees working for more than 0.5 FTE hours per day or more.

b. Temporary and/or substitute service and periods of authorized unpaid leave shall not count for seniority. However, authorized unpaid leave shall not break continuity of employment. Authorized unpaid leave related to a service incurred disability shall be included in seniority computation.

c. A tie in the date of appointment within the job title of Teacher Aide shall be broken in favor of the employee with the greatest total length of employment within their respective Division in any civil service status. Remaining ties shall be resolved by determining the total length of service within the BOCES including temporary and substitute service.

d. Any Short Term Leave balances in existence as of the effective date of lay off shall be restored in full upon a Teacher’s Aide’s return to employment pursuant to 3a or 3c above.

Same conceptual changes for Article XII of the Service Unit.

21. Article XVI, Service Unit (paid holidays)(p. 36) – Add Juneteenth (if school is closed).

22. **Amend Article VII(I)(2), CTE Work Year (p. 20)** to provide as follows:

“Checkout day (the end of the work year) for Career and Technical Education teachers shall be the Wednesday following the last day of required student attendance. Effective July 1, 2025, this shall be extended by two (2) days. Effective July 1, 2026, this shall be extended by an additional two (2) days. Effective July 1, 2027, the CTE work year shall be extended to align with the work year of Special Education Teachers. For Special Education Teachers, the work year will end according to the practices in the component school in which the teacher’s class is located. In no case shall the work year for CTE or Special Education Teachers exceed 185 days.”

23. **Compensation** – Amend the relevant compensation sections of each agreement to provide the following:

For TA’s – Effective July 1, 2025, the salary schedule shall be increased by \$2.75
Effective July 1, 2026, the salary schedule shall be increased by
2.25%
Effective July 1, 2027, the salary schedule shall be increased by 2%

For Service Unit – Effective July 1, 2025, an increase of \$2.34 to all hourly rates
Effective July 1, 2026, an increase of \$2.25 to all hourly rates
Effective July 1, 2027, an increase of \$2.25 to all hourly rates

Article XVII(B), Hiring Ranges minimum hiring rates shall be
increased by \$2.34 per hour as of July 1, 2025.

For Faculty – For the 2025-2026 year, increase Step 24 on Columns III and IV by
\$1,000. Then increase, the salary schedules for all Columns by 1.9%
Effective July 1, 2026, the salary schedule shall be increased by 2%
Effective July 1, 2027, the salary schedule shall be increased by 2%
New salary schedules for the three years are attached hereto.

The hourly rates for Adult/Continuing Education Teachers covered by
Article VII (K) (M), (N) and (P) shall be increased by 4% on July 1, 2025,
July 1, 2026 and July 1, 2027. For Adult Education Teachers covered by
Article VII(O), salary levels shall be increased by 4% on each July 1,
2025, July 1, 2026 and July 1, 2027. Advancement to the next level shall
continue to be dependent upon adult education teachers teaching the
required number of class hours.

Also, effective July 1, 2025, increase the Skills stipend to \$3200 for the
Lead Advisor and \$1,600 for Advisor, and the UDO to \$400 per person supervised.

24. **Health Insurance** – Amend the relevant health insurance sections of each agreement to provide the following:

- Effective July 1, 2026, co-pays shall be modified for the following:

Inpatient	\$150
ER	\$150
Office Visit (primary)	\$25
Office Visit (specialty)	\$30

Urgent Care

\$40

The prescription co-pays shall be \$10 for generic drugs, \$30 for preferred name brand drugs, and \$50 for non-preferred name brand drugs;

- Effective July 1, 2027, the employee contribution towards health and pharmacy insurance shall be 22%.

25. **Article VII(H)(c), Open Houses** – Add a new section “c” as follows:

“Open Houses – Teachers are required to attend open houses as part of their professional obligations. All teachers shall attend open houses for families/students of enrolled students without compensation. CTE teachers are required to also attend an open house for recruitment purposes in the second semester and shall be compensated for (2) hours of pay at the teacher’s per diem rate of pay upon submission of a voucher for such payment for attending this second semester open house. CTE teachers who do not attend the fall open house shall not be entitled to payment for the spring open house.”

26. **General New CBA Review** - Make any other minor editorial or date changes

as may be agreed upon by the parties. Review all outstanding Memoranda of Agreement to determine what, if any, language needs to be changed in the Agreement (including MOA regarding Behavioral Specialists dtd 10/23/24). At the conclusion of the review, any MOA’s that discuss or pertain to contract language or interpretation which are not included will be deemed null and void.

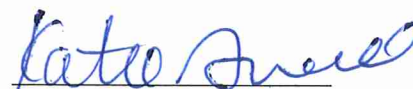
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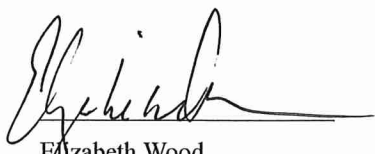
DATED: September 9, 2025

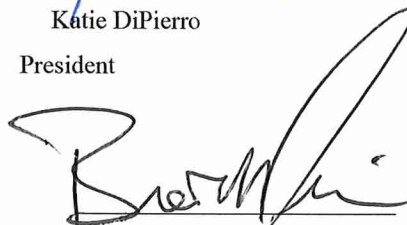
FOR THE BOCES:

FOR THE BARGAINING UNITS:

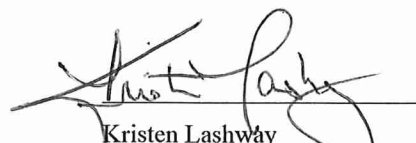

Lauren J. Gemmill
District Superintendent


Katie DiPierro
President


Elizabeth Wood
Chief Operating Officer
and Deputy District Superintendent

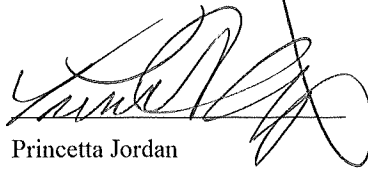

Brent Pierce
Bargaining Team Member


Rebecca Breeyear
Bargaining Team Member


Kristen Lashway
Bargaining Team Member


Kenneth Bevan

Bargaining Team Member

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Princetta Jordan

Bargaining Team Member

A handwritten signature in black ink, appearing to read 'Diane C Ogren', written over a horizontal line.

Diane Ogren

Bargaining Team Member