AGREEMENT

Between

THE DISTRICT SUPERINTENDENT

of the

Board of Cooperative Educational Services

And the

INFORMATION TECHNOLOGY PROFESSIONALS ASSOCIATION

2026 – 2029

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This agreement is made and entered into by and between the BOARD OF COOPERATIVE EDUCATIONAL SERVICES, SOLE SUPERVISORY DISTRICT ("BOCES") and the INFORMATION TECHNOLOGY PROFESSIONALS ASSOCIATION ("ITPA"); and has as its purpose harmonious relations between the BOCES and the ITPA, the establishment of an equitable and peaceful procedure for the resolution of disputes, and the establishment of rates of pay, hours, and other conditions of employment.

Article 1 **Recognition**

A. Recognition of ITPA

The Board of Cooperative Educational Services, Sole Supervisory District recognizes the Information Technology Professionals Association as the sole and exclusive negotiating representative for all full-time employees in the defined bargaining unit as described in Section D of this Article. The BOCES will not negotiate or meet with any other employee organization in the determination of salaries, hours of work, fringe benefits, or any other terms and conditions of employment, or for the administration of grievances and disputes arising thereunder. The BOCES and the ITPA agree to the above pursuant to section 208 of Civil Service Law.

B. The ITPA affirms that it does not assert the right to strike against the BOCES and it shall not cause, instigate, encourage nor condone a strike.

C. The parties agree that no person will be penalized in any way or suffer any professional disadvantage by reason of participation in the Collective Bargaining Unit, as representative, bargaining agent or duly elected officer.

D. Collective Bargaining Unit

For the purposes of this Collective Bargaining Agreement ("Agreement") the term "Employee(s)" shall mean personnel working for BOCES in the following titles at least twenty (20) hours per week on a regular, scheduled basis:

Associate Coordinator – Managed Services – Level 1
Associate Coordinator – Managed Services – Level 2
Associate Coordinator – Managed Services – Level 3
Associate Coordinator for Data Security and Privacy – Level 1
Associate Coordinator for Data Security and Privacy – Level 2
Associate Coordinator for Data Security and Privacy – Level 3
Business Analyst (BOCES) – Level 1
Business Analyst (BOCES) – Level 2
Business Analyst (BOCES) – Level 3
Business Services Specialist – Level 1
Business Services Specialist – Level 2
Business Services Specialist – Level 3
Computer Hardware Technician – Level 1
Computer Hardware Technician – Level 2
Computer Hardware Technician – Level 3
Computer Programmer – Level 1

Computer Programmer – Level 2
Computer Programmer – Level 3
Computer Programmer/Analyst – Level 1
Computer Programmer/Analyst – Level 2
Computer Programmer/Analyst – Level 3
Computer Services Coordinator – Level 1
Computer Services Coordinator – Level 2
Computer Services Coordinator – Level 3
Data Analyst – Level 1
Data Analyst – Level 2
Data Analyst – Level 3
Data Visualization Specialist – Level 1
Data Visualization Specialist – Level 2
Data Visualization Specialist – Level 3
Data Security and Privacy Coordinator – Level 1
Data Security and Privacy Coordinator – Level 2
Data Security and Privacy Coordinator – Level 3
Engineer – IT Level 1
Engineer – IT Level 2
Engineer – IT Level 3
Graphics Assistant – Level 1
Graphics Assistant – Level 2
Graphics Assistant – Level 3
Information Technology Assistant (BOCES)
Information Technology Project Coordinator – Level 1
Information Technology Project Coordinator – Level 2
Information Technology Project Coordinator – Level 3
IT/Software Trainer (BOCES) – Level 1
IT/Software Trainer (BOCES) – Level 2
IT/Software Trainer (BOCES) – Level 3
IT Specialist – Level 1
IT Specialist – Level 2
IT Specialist – Level 3
Library Automation Specialist – Level 1
Library Automation Specialist – Level 2
Library Automation Specialist – Level 3
Microcomputer Specialist
Network Engineer – Level 1
Network Engineer – Level 2
Network Engineer – Level 3
Network Specialist – Level 1
Network Specialist – Level 2
Network Specialist – Level 3
PC/LAN Technician – Level 1
PC/LAN Technician – Level 2
PC/LAN Technician – Level 3
Photographer/Videographer – Level 1
Photographer/Videographer – Level 2
Photographer/Videographer – Level 3

Software Support Specialist – Level 1
Software Support Specialist – Level 2
Software Support Specialist – Level 3
Systems Training Assistant – Level 1
Systems Training Assistant – Level 2
Systems Training Assistant – Level 3
Web Application Developer – Level 1
Web Application Developer – Level 2
Web Application Developer – Level 3
Website Coordinator – Level 1
Website Coordinator – Level 2
Website Coordinator – Level 3

E. Employees typically work thirty-nine (39) hours per week, twelve (12) months per year and will be eligible to receive full benefits as described in this Agreement. The standard workday, for New York State Retirement reporting purposes only, is seven point eight (7.8) hours per day. No employee will work less than twenty (20) hours per week on a regularly salaried basis and any employee so described shall receive prorated salary and prorated benefits.

Article 2 **Negotiations Process**

A. Purpose

Since BOCES is a service agency responsible for meeting the ongoing needs of its clients, ongoing flexibility and change will be required for BOCES to continue as a healthy, responsive organization. Therefore, it is agreed that it is in the mutual interest of all parties to establish a collaborative process for considering and making recommendations on proposed changes affecting the terms and conditions of employment identified in this Agreement.

B. Collaborative Bargaining Process

The collaborative bargaining process will follow the models proposed by Fisher and Ury (interest bargaining) and Covey (win-win agreements). These two models emphasize effective communications to understand the needs and interests of the other parties and then pursuit of solutions that successfully accommodate the needs and interests of both parties. Where possible, external criteria or standards are to be used to judge the appropriateness of the proposed solutions. Rather than making the negotiations process something that occurs annually or when the existing Agreement ends, ongoing problem-solving and changes will be accommodated by an ongoing collaborative bargaining process. Once consensus is reached, proposed changes to the Agreement will require approvals by the official representatives of the two parties to the Agreement.

C. Collaborative Bargaining Team

1. Membership - This Team will consist of a maximum of three ITPA representatives and three BOCES representatives. Outside consultants may be used.

2. Meetings - The Team will meet at times and locations mutually agreed upon.

3. Study Teams - It is anticipated that the Team may wish to create study teams to investigate specific issues or problems and to report back to the Team with recommended solutions to these specific issues or problems. Study teams, when established, will only deal with the issue or issues for which they were created and charged.

Article 3 **Collaborative Problem-Solving Process**

A. Purpose

In order to assure ongoing communication and cooperation among the parties to this Agreement, a communication/problem-solving/conflict resolution process is needed. The goal is to solve problems and resolve conflicts as quickly and effectively as possible.

B. Training

All staff and management directly involved with this agreement will be given training on the Collaborative Problem-Solving Process.

C. Process

The Collaborative Problem-Solving Process uses the BOCES values as the base or fabric on which all problem-solving should occur. The first step involves direct communication between the parties who are involved, with the focus on developing a full and complete understanding of each party's perception of the issue or concern. Then, using the values as the base, the commonalities of the parties are identified and solutions are brainstormed that build upon these commonalities. Win-win solutions are the desired goal.

D. Other Means of Dispute Resolution

Although it is the desire of the parties to resolve conflicts and disputes through this process, nothing contained herein shall be construed as limiting the right of either party to exercise other options to resolve issues or problems should it become necessary. For issues relating to this Agreement, the Collaborative Bargaining Team could be asked to consider the dispute.

Article 4 **Association Rights**

A. The ITPA will have the right to use the Center bulletin board, inter-mail services and, upon prior request, meeting rooms on a space-available, no-cost basis. It is understood that these facilities are not to be used for local, state or federal political activities or purposes.

B. A digital copy of this agreement will be provided to unit members by ITPA.

C. Upon initial hiring, job descriptions will be furnished to all ITPA employees. In the event that there is a change in an employee's job description, it will be reviewed with the employee. Should a job description be modified, the BOCES will notify the ITPA within ten (10) days of such modification. Should either the BOCES or the ITPA determine that the modification(s) significantly changes the job description, either party may request an immediate review of the modified description. If determination is made by two representatives of ITPA and two representatives of the district that the modified description changes the job title, the BOCES and the ITPA will, within ten (10) days begin negotiating regarding the rate of pay for the new position. Whenever the BOCES creates a new position for which there is no listed title, the ITPA will be notified within five (5) working days of the posting of said position and negotiations will commence to establish a salary for that position.

D. It is the right of any employee to request that an ITPA representative accompany them to any meeting.

Article 5 **Management Rights**

Subject only to any limitations stated in this Agreement, the ITPA recognizes that the BOCES retains the exclusive right to manage its operations/facilities. This right includes the right to discipline, suspend or discharge employees; to determine the qualifications of employees; to observe and evaluate an employee's job performance and to apply disciplinary action to insure a full day's work for a fair day's wage; and to require employees to observe reasonable BOCES rules and regulations presently in effect and/or to be put into effect, provided they are not in violation of the provisions of this Agreement.

Article 6 **Grievance Procedure**

A. Definitions

Grievance is any alleged violation, misinterpretation or misapplication of any express provision of this Agreement.

Grievant is the Association.

Party-in-interest is any member(s) of the unit named in the grievance.

Day is any day employees are required to be in attendance.

Failure to present the grievance at any level by the Association within the specified times below shall be deemed as a settlement of the grievance.

B. Procedure

Stage 1 – Supervisor

Any member can meet with their supervisor to address any contractual question or concern. Said meeting will take place within eight (8) working days from the meeting request unless otherwise arranged. The supervisor will upon request provide a document summarizing the meeting details and discussion.

Stage 2 – CBT Level 1

A grievance must be initiated by the Association within forty (40) days of when it first knew or should have known that an event occurred. The Association will include on the printed agenda distributed prior to the CBT meeting "Grievance CBT Level 1" along with a written summary (see Appendix A) setting forth the specific nature of the grievance. Initial discussion about the particulars of the grievance will occur during this meeting.

Stage 2 – CBT Level 2

Not less than five (5) days prior to the next scheduled CBT meeting the District will respond in writing with its findings, determination and any redress or settlement.

Stage 3 – District Superintendent

Within ten (10) days after the District issued its determination above, the Association may submit a written statement to the Superintendent setting forth the specific (and amended if necessary) nature of the grievance, and why the determination of Level 2 was unsatisfactory.

The Superintendent or their designee will meet with the Association within eight (8) days of receipt of the written statement. Within eight (8) days after the hearing, the Superintendent or their designee will answer the grievance in writing.

Stage 4 – Arbitration

If the grievance remains unresolved after the Superintendent's answer, the Association may submit said grievance in writing to the American Arbitration Association within ten (10) days following receipt of the Level 3 answer. The Association will provide a copy of said arbitration demand to the Superintendent. The Arbitration shall be under the AAA Voluntary Rules.

The decision of the arbitrator will be final and binding on all parties.

The arbitrator will have no power to add to, subtract from or change any provision of this Agreement, nor to render any decision which conflicts with law.

The AAA expenses of the arbitration will be shared equally by the ITPA and the BOCES.

C. Sanctions

No person will be penalized in any way or suffer any professional disadvantages by reason of participation in the processing of any grievance.

All documents, communications, records, or any written material dealing with the grievance will be filed separately from the personnel files of the participants in the grievance, and no reference whatsoever to any grievance will appear in any employee's personnel file.

D. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. All processing of grievances shall be done after work hours, unless approved by the Superintendent or their designee.

3. Any person to whom a grievance is delivered shall sign and date a receipt for or copy of the same, and the date of the signature shall constitute the submission date or decision date.

Article 7 **Dues**

A. The BOCES will deduct from the salary of any member of the negotiating unit who so authorizes, in writing, the membership dues and fees of the ITPA. The ITPA will have exclusive payroll dues deduction privileges throughout the representation period.

B. Upon request, the ITPA will be provided the names and addresses of all employees working or receiving benefits under the defined bargaining unit and will receive information concerning any changes of such as they occur.

C. The total amount of annual dues for the ITPA will be deducted in consecutive equal installments beginning on the first scheduled pay period in each September. Should an ITPA member commence employment after the first pay period, the employee's dues will be deducted in consecutive equal installments, beginning with the first pay period after which an authorized signature has been obtained. The amount of dues and the number of equal consecutive installments will be determined on a yearly basis by the ITPA.

D. The total amount of accumulated dues deducted will be transmitted to the ITPA Treasurer immediately following each pay period for which deductions are made. Each payment will include a list of employees' names and amount deducted for the ITPA.

E. The ITPA will give the BOCES Superintendent at least thirty days written notice prior to the effective date of a change in the amount of annual dues, and the deduction amount will be changed on the first scheduled deduction date.

F. The Business Office will notify the ITPA within ten (10) days should it receive a withdrawal of authorization from an ITPA member.

Article 8 **Payroll Deductions**

A. The BOCES shall establish a direct deposit arrangement with, or transmit deductions from bargaining unit members' salaries to, banks/credit unions, in the same manner as afforded to other district employees.

B. The BOCES shall authorize deductions from bargaining unit members' salaries for payments to tax-sheltered annuity programs and the New York State 529 College Savings Program, in the same manner as afforded to other district employees and transmit these payments to the insurance carrier or third-party remitter as authorized by the unit member.

C. An authorization on file with the BOCES for payroll deductions shall be honored until and unless it has been revoked or amended pursuant to the terms and conditions of the signed authorization and by written notice received by the BOCES from either the ITPA or employee.

Article 9 **Job Titles and Minimum Salaries**

	2026-27 *	2027-28	2028-29
Grade 1	$ 36,997	$ 38,292	$ 39,632
Grade 2	$ 46,321	$ 47,942	$ 49,620
Grade 3	$ 50,721	$ 52,496	$ 54,333
Grade 4	$ 55,121	$ 57,050	$ 59,047
Grade 5	$ 59,521	$ 61,604	$ 63,760
Grade 6	$ 63,921	$ 66,158	$ 68,473
Grade 7	$ 68,321	$ 70,712	$ 73,187
Grade 8	$ 72,721	$ 75,266	$ 77,900
Grade 9	$ 77,121	$ 79,820	$ 82,613
Grade 10	$ 81,521	$ 84,374	$ 87,327

*BASE RESET: Starting Minimum Salary adjustment for the 2026-27 Contract will raise any employee less than the Starting Minimum Salary to the minimum listed in this column above. The salary adjustment in Article 10 will be applied to this adjusted amount on July 1, 2026.

In order to continue to strive for competitive market salaries, the District will maintain a discretionary ability to increase the base salary up to .5% on the prior year salary, each July 1, based on an annual external market analysis.

(12 MONTH)

GRADE 1

Information Technology Assistant (BOCES)

GRADE 2

Business Services Specialist – Level 1
Computer Hardware Technician – Level 1
Library Automation Specialist – Level 1

PC/LAN Technician – Level 1
Software Support Specialist – Level 1
Systems Training Assistant – Level 1

GRADE 3

Business Services Specialist – Level 2
Computer Hardware Technician – Level 2
Computer Programmer – Level 1
Graphics Assistant – Level 1
IT/Software Trainer (BOCES) – Level 1
Library Automation Specialist – Level 2
Microcomputer Specialist
PC/LAN Technician – Level 2
Photographer/Videographer – Level 1
Software Support Specialist – Level 2
Systems Training Assistant – Level 2
Website Coordinator – Level 1

GRADE 4

Business Services Specialist – Level 3
Computer Hardware Technician – Level 3
Computer Programmer – Level 2
Computer Programmer / Analyst – Level 1
Data Visualization Specialist (BOCES) – Level 1
Graphics Assistant – Level 2
IT/Software Trainer (BOCES) – Level 2
IT Specialist – Level 1
Library Automation Specialist – Level 3
Network Specialist – Level 1
PC/LAN Technician – Level 3
Photographer/Videographer – Level 2
Software Support Specialist – Level 3
System Training Assistant – Level 3
Web Application Developer – Level 1
Website Coordinator – Level 2

GRADE 5

Associate Coordinator – Managed Services – Level 1
Associate Coordinator for Data Security and Privacy – Level 1
Business Analyst (BOCES) - Level 1
Computer Programmer – Level 3
Computer Programmer / Analyst – Level 2
Data Analyst (BOCES) – Level 1
Data Visualization Specialist (BOCES) – Level 2
Graphics Assistant – Level 3
IT/Software Trainer (BOCES) – Level 3

IT Specialist – Level 2
Network Specialist – Level 2
Photographer/Videographer – Level 3
Web Application Developer – Level 2
Website Coordinator – Level 3

GRADE 6

Associate Coordinator – Managed Services – Level 2
Associate Coordinator for Data Security and Privacy – Level 2
Business Analyst (BOCES) - Level 2
Computer Programmer / Analyst – Level 3
Computer Services Coordinator – Level 1
Data Analyst (BOCES) – Level 2
Data Visualization Specialist (BOCES) - Level 3
Engineer IT (BOCES) - Level 1
IT Specialist – Level 3
Network Engineer – Level 1
Network Specialist – Level 3
Web Application Developer – Level 3

GRADE 7

Associate Coordinator – Managed Services – Level 3
Associate Coordinator for Data Security and Privacy – Level 3
Business Analyst (BOCES) – Level 3
Computer Services Coordinator – Level 2
Data Analyst (BOCES) – Level 3
Engineer IT (BOCES) – Level 2
Network Engineer – Level 2

GRADE 8

Computer Services Coordinator – Level 3
Data Security and Privacy and Coordinator – Level 1
Engineer IT (BOCES) – Level 3
Information Technology Project Coordinator – Level 1
Network Engineer – Level 3

GRADE 9

Data Security and Privacy and Coordinator – Level 2
Information Technology Project Coordinator – Level 2

GRADE 10

Data Security and Privacy and Coordinator – Level 3
Information Technology Project Coordinator – Level 3

Beginning July 1, 2026 when an employee is promoted to a position that results in a higher "grade", regardless of the job title, the District shall add to the yearly salary an amount of money at least equal to the difference between the minimum salaries of the previous titles' Grade and the new Grade. Said salary shall be effective beginning on the first day of employment in the new job title.

Article 10 **Salaries**

A. Salary Increases

1. Effective July 1, 2026, if the member's existing salary as of June 30, 2026 is below the new annual minimum starting salary in Article 9, the member's salary will be increased to the new annual minimum starting salary. After this Base Reset, all employees covered by this unit on July 1, 2026 will receive a three (3.0%) percent increase on their salary.

2. Effective July 1, 2027, all employees covered by this unit on July 1, 2027 will receive a three-and one-half (3.5%) percent increase on their salary as of June 30, 2027.

3. Effective July 1, 2028, all employees covered by this unit on July 1, 2028 will receive a three and one-half (3.5%) percent increase on their salary as of June 30, 2028.

B. Tuition Reimbursement

In order to encourage employees to gain new knowledge and skills that will be of benefit to BOCES in the employee's current position, BOCES will partially reimburse tuition costs in accordance with the following criteria and restrictions:

College courses, technical training courses and other such educational courses that are both related to the employee's current position and produce added benefit to the BOCES would be considered for approval.

Advanced written approval of the Superintendent or designee, based upon the recommendation of the employee's manager, is required.

Tuition charges for successfully completed courses will be reimbursed according to the following schedule:

1) Courses taken in a fiscal year will not receive any reimbursement in that year.

2) Forty percent (40%) of the tuition costs will be reimbursed around June 1 of the next fiscal year following the completion of the course.

3) An additional forty percent (40%) of the tuition costs will be reimbursed around June 1 of the second fiscal year following completion of the course.

No individual employee may receive more than one thousand ($1,000) dollars in tuition reimbursement in a single year.

A total of ten thousand ($10,000) dollars will be budgeted each year for tuition reimbursement. Should less than that amount be required, management will consider using the excess funds for other training activities for ITPA staff. Should there be insufficient funds to reimburse employees at the forty (40%) rate; the reimbursement percentage will be reduced to avoid exceeding the ten thousand ($10,000) dollar limit

C. Initial Salaries

The BOCES retains the right to hire employees at a salary based upon the individual's personal qualifications, prior experience, and educational, technical, or vocational background.

D. Longevity

Unit members shall receive a stipend added to their base salary on the last day of the fiscal year, after the completion of each five (5) year milestone that they are consecutively employed within the fiscal year period on this schedule; 5-years- $300, 10-Years - $500, 15-Year - $700, 20-years and every 5-year increment after that - $900. Any break in service shall reset the length of service required to obtain this bonus. It is understood that there is no retroactivity to this clause and increment payments will be added only when and employee reaches that increment.

E. Lead Responsibility Stipend

For employees represented by the Association who volunteer and are assigned team or project "lead" responsibilities a stipend of not more than three thousand five hundred ($3,500) dollars will be available. The employee's manager will provide a written scope of lead responsibilities and stipend amount. Final approval is required from the Superintendent or designee. Stipend amounts will not become part of the employee's salary. Lead stipends expire on June 30 of each year and do not carry over between fiscal years. Nothing prohibits a new position under this article from beginning on July 1.

F. Evaluations

Evaluations other than those required by civil service may be initiated at the discretion of the manager or at the request of a permanently appointed union member.

Article 11 **Work Schedule**

A. The work schedule for ITPA employees will be thirty-nine (39) hours per week, twelve (12) months per year. Salary and benefits will be prorated for any employee hired for less than 1.0 FTE.

Beginning no earlier than July 1, 2027, the work schedule for ITPA employees will be forty (40) hours per week, twelve (12) months per year. Salary and benefits will be prorated for any employee hired for less than 1.0 FTE.

Note: The exact start date of the work schedule change will be determined by when *the district is prepared to make the systematic change. The district will provide a minimum of 30-day notice of a schedule change.*

Beginning July 1, 2026, insurance deductions will be taken over twenty-six (26) paychecks per year.

B. The work week will be Monday through Friday. Employees may be required to work other than Monday through Friday, but shall have two (2) consecutive days off per regularly scheduled seven (7) day work week.

C. The work day will be defined by the immediate supervisor.

D. Each employee will receive two (2) break periods per full day of employment, consisting of 10 minutes duration each.

E. All employees will be entitled to one-half (½) hour of unpaid time for lunch each workday. With prior written management approval the two (2) ten-minute breaks from Article 11.E. can be used contiguously with the unpaid lunch period on a regularly scheduled basis.

Article 12 **Hazard Days**

Members will not be required to report to work during a travel ban that has been announced by the Sheriff or County Executive which prohibits vehicular travel for the county in which the employee works at the time of the event. Historical reference refers to MOU #6, January 26, 1996.

Emergency Leave for Telecommuting and non-Telecommuting Members

In the event of an emergency due to weather or other unforeseen situations (such as a power outage, facility issue, etc.), the District Superintendent (or their designee) may designate such day(s), specific time period(s) and/or specific locations as an "Emergency Telecommuting" day or time period. At the time of the emergency, all members that have existing telecommuting agreements in place between the employee, their supervisor, and the bargaining unit are expected to work their normal schedule as per their agreement. Members that are not eligible for telecommuting and do not have a telecommuting agreement in place at the time of the "Emergency Telecommuting" day or time period will be granted emergency leave time without being required to use personal, sick, or vacation time.

If there is a significant emergency, the District Superintendent (or their designee) may designate such day(s) and/or specific time period(s) as a "Complete Closure." A Complete Closure means that emergency leave time is granted to Telecommuters and non-Telecommuters. Essential staff may be required on-site, depending on the reason for Complete Closure.

Article 13 **Overtime**

A. Scheduled working hours may be extended when the organizational needs so require, and it is agreed between the employee and management.

B. Consistent refusal to assist in meeting the organizational needs when overtime requests are asked may be taken into consideration when the annual evaluation is made.

C. Employees will be compensated at a time and one-half rate for all time worked beyond forty (40) hours in any work week. Any holiday defined in Article 15.A. counts as a full day of work towards the forty (40) hours.

D. When an employee is called in to work on their day off, they will be guaranteed three (3) hours pay for an onsite visit and one (1) hour pay for telecommuting at the applicable overtime rate. This will apply when the employee is specifically requested to work their day off or is called to come in to work for an emergency or problem situation, on their day off. An employee's day off is defined as a day they are not scheduled to work, such as a Saturday or Sunday (for an employee normally scheduled to work Monday through Friday), a holiday, or an approved vacation or leave day. This will not apply when the employee is requested to work extra hours, but discretion is provided to the employee in determining when the extra hours will be worked.

E. When it is necessary for an ITPA employee represented by the Association to travel overnight in the performance of their duties, the employee will be compensated, in overtime or compensatory time excluding mealtime, for all time spent in travel beyond their normal workday.

<u>Article 14</u> **Compensatory Time**

A. An employee may have the option to accumulate compensatory time when approved in advance by the employee's immediate manager for any extra hours worked in any work week. Compensatory time will be accumulated at the rate of one and one-half hours for each hour worked over forty (40) hours in any work week in accordance with appropriate State and Federal laws. Any holiday defined in Article 15.A. counts as a full day of work towards the forty (40) hours.

B. For extra hours worked up to a total of forty (40) hours in one week, compensatory time will be accumulated on a one-for-one basis.

C. Upon termination, employees are entitled to be paid for accrued compensatory time.

D. Unused accrued compensatory time will be paid out at the end of each fiscal year or earlier upon request by the member. Any members that have less than one year of service may opt out of payment at the end of the fiscal year.

Article 15 **Holidays**

A. All employees shall be given holidays off with pay for the following fourteen (14) days:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Friday following Thanksgiving Day
Juneteenth	Christmas Day (2)*
Independence Day	

If Christmas falls on	Paid Holiday
Sunday	Friday Before – Monday After
Monday	Monday-Tuesday
Tuesday	Monday-Tuesday
Wednesday	Tuesday-Wednesday
Thursday	Thursday-Friday
Friday	Thursday-Friday
Saturday	Friday Before – Monday After

B. If a federal holiday (other than Christmas) falls on Saturday it is observed on Friday. If it falls on Sunday it is observed on Monday. If Juneteenth falls on a Saturday it is not observed. If it falls on a Sunday it is observed the following Monday.

C. There may be instances where the observance of holidays for employees differs from component school district calendars and employees may be needed to work. When this occurs, the employee will be credited with the holiday pay plus the rate of time and one-half.

Article 16 **Vacations**

A. Employees shall be granted paid vacations based upon continuous service as follows:

Employees newly hired on or after July 1, 2026 will be eligible for a prorated number of vacation days during their first year of employment. Proration shall be one (1) day per month, to a maximum of eleven (11) days.

During 2nd, 3rd, 4th, and 5th fiscal year of continuous service the employee is entitled to eleven (11) days of vacation.

Subsequent vacation schedule throughout pattern of continuous employment:

During 6th fiscal year	- 12 days
During 7th fiscal year	- 13 days
During 8th fiscal year	- 14 days
During 9th fiscal year	- 15 days

During 10th fiscal year	- 16 days
During 11th fiscal year	- 17 days
During 12th and 13th fiscal year	- 18 days
During 14th and 15th fiscal year	- 19 days
During 16th and 17th fiscal year	- 20 days
During 18th and 19th fiscal year	- 21 days
During 20th and 21st fiscal year	- 22 days
During 22nd and 23rd fiscal year	- 23 days
During 24th and subsequent fiscal years	- 24 days

. Any employee who is laid-off, discharged, retired or separated from service of the BOCES for any reason, will be compensated in cash for unused vacation that they have accumulated at the time of separation.

B. In the case of the death of such an employee, payment for unused vacation will be made to their estate.

C. Unused earned vacation, not to exceed ten (10) days, may be carried from one year to the next.

D. All vacation requests will be scheduled subject to the needs of the organization. Any vacation requests of greater than five (5) consecutive workdays must be submitted for approval no later than forty-five (45) calendar days in advance. Approval or denial will be given within five (5) working days.

Article 17 **Absences and Leaves**

A. General

All leaves will be available at the beginning of the fiscal year or at the beginning of employment with the anticipation that the employee works the full fiscal year. If an employee leaves the BOCES organization mid-year, a proration of leaves effective that last day worked will be calculated. In the event that an over usage of the prorated amount of leave exists, the appropriate amount will be deducted from the employee's final paycheck to compensate for the overage.

All employees must give two (2) weeks or ten (10) working days notice prior to termination.

All leaves will be calculated with respect to 1/4, 1/2, 3/4 or full days only. Beginning no earlier than July 1, 2027 and not before the district has shifted to a forty (40) hour workweek, all leaves may be calculated on a full one-hour basis and not before the district has shifted to a forty (4) hour workweek.

Note: The exact start date of this leave calculation change will be determined by when the district is prepared to make the systematic change.

Leave Time Conversion	
Hourly Increment	Daily Increment
1	0.125
2	0.250
3	0.375
4	0.500
5	0.625
6	0.750
7	0.875
8	1.000

Upon request of a member of the bargaining unit, the BOCES may, at its discretion, grant a leave of absence without pay for up to one (1) year at a time. Employees will be responsible for payment of the health insurance premiums during the unpaid leave.

B. Sick Leave

Sick leave will be earned at the rate of one and one quarter (1¼) days per month worked, credited on July 1st, up to a maximum accumulation of three hundred (300) days.

Sick days may be utilized for the following reasons:

1. Any illness or injury, for which the BOCES may require a certificate from a physician for an absence of three (3) or more consecutive days of illness.

2. Employees who exhaust their sick leave may request an unpaid leave.

3. The express purpose of this provision is to permit an excused paid absence from work for any illness or injury. The BOCES reserves the right to discipline and/or deny leave to any employee who abuses the provisions of this Article.

When a Bargaining Unit Member either resigns or is terminated from active service, any accumulated sick leave balance shall be transferred to the sick leave bank. Should BOCES compensate an employee for their unused sick leave said accumulated leave will not transfer to the sick leave bank. When a Bargaining Unit Member retires from active service, BOCES will compensate the member for their unused sick leave in accordance with Article 19.B. Any days above and beyond those allowed as per Article 19.B. will be transferred to the sick bank.

C. Sick Leave Bank

1. Purpose

a. The sole purpose of the sick leave bank is to provide additional sick days to members who have suffered or whose household member has suffered catastrophic or long-term illness, injury or maternity leave of at least ten (10) consecutive work days and whose accumulated sick leave, comp time and vacation have been exhausted.

b. Catastrophic or long-term illness or injury is considered to be either life threatening or something which results in some form of impairment, illness or injury that causes an employee to be away from work for an extended period of time of at least ten (10) consecutive days.

c. Existing employees for the purpose of this provision are defined as ITPA members with employment of longer than two (2) weeks.

d. New employees for the purpose of this provision are defined as ITPA members with employment two (2) weeks or less.

e. An employee receiving a grant from the sick leave bank will not have to pay back these days.

2. Membership

a. Membership is open to all employees covered by this Agreement.

b. Existing Employees will be accepted to the Sick Leave Bank effective every July 1st. To join the sick leave bank, an employee must fill out a Sick Leave Bank Membership Form by June 15th. These new members will then be eligible to draw on the sick leave bank only after they have contributed a total of four (4) days to the sick leave bank. Members that have joined the Sick Bank and have not yet contributed four (4) days can submit a request to the Executive Committee for preliminary approval. If said preliminary approval is granted, the request will be considered a valid Sick Bank request and will be forwarded to the Sick Leave Bank Committee.

c. New employees covered by this agreement will be given an opportunity to join the bank within the two (2) week period following their first day of employment as a new ITPA member. If a member wishes to enroll after this time, they will be considered a new member and Article 17, 2b will apply.

d. Two (2) days of accumulated sick leave will be credited to the sick leave bank annually for each member, no later than July 10 of each fiscal year, (July 1- June 30).

e. Members who have contributed a minimum of four (4) sick days to the Bank will suspend their contributions until the Bank's total number of days drops below seven hundred (700).

f. Should the Bank's total number of days drop below seven hundred (700) Human Resources will notify the Association's President(s), who will in turn notify the members that they must resume contributions to the Bank as follows. First, the members who have not contributed a total of ten (10) days will resume contributions. When all members have contributed ten (10) days, then all members will resume contributions until the number of Sick Bank days equals or exceeds seven hundred (700).

g. Other members will continue to contribute two (2) days annually until they have contributed a minimum of four (4) sick days to the Bank

h. The days in the sick leave bank will be member-donated from their accrued sick leave, and once these days are donated they are non-refundable.

i. Membership contributions will continue from year to year without the necessity of filling out a new form.

j. Members wishing to terminate membership at the end of the fiscal year must do so in writing before June 15th. The letter should be directed to both the Sick Leave Bank Committee and the BOCES Human Resources Administrator. If a member wishes to re-enroll, they will be considered a new member and Article 17, 2b will apply.

k. The Association's President will receive a list of participants from Human Resources stating total days contributed per member not later than September 1st of each year. Said list will contain member names, date contributions started, total number of sick days contributed and total number of unused personal days contributed to the bank.

3. Applying for Days

a. Application for sick leave bank days will be made to the chairperson of the Sick Leave Bank Committee on a Sick Leave Bank Request Form.

b. To be eligible for sick leave bank utilization, an employee must have exhausted all of personal accrued sick leave, comp time, and vacation and must be out of work for at least ten (10) consecutive workdays. Accumulated sick leave, comp time, vacation will be applied in that order. If the employee does not have at least (10) days of paid time accrual available to them, they will be placed on Leave Without Pay for any time within the (10) consecutive workdays waiting period once all of their paid accruals are exhausted. Use of personal time is not mandatory and is an option to avoid Leave Without Pay if the member has exhausted all other sick, vacation and comp time accruals prior to the ten (10) consecutive workdays threshold being met.

c. The employee must have physician's statement when applying for days from the sick leave bank.

4. Committee Composition

a. The sick leave bank shall be administered by a Sick Leave Bank Committee consisting of four (4) members. Two (2) of the members shall be appointed by ITPA and two (2) by the Superintendent.

b. The Sick Leave Bank Committee shall develop its own rules of procedure, forms for donation of and application for days, and shall elect its own chairperson.

5. Regulations

   a. Benefits will be granted for catastrophic or long-term personal illness or injury only.

   b. Consensus of the Sick Leave Bank Committee is necessary to approve an application for a grant.

   c. The Sick Leave Bank Committee may allow benefits up to the number of days requested by an employee except that each grant shall not exceed sixty (60) workdays. If an employee returns to work on an intermittent basis, or with an accommodation, the (10) day waiting period may not be required to be met for each absence as long as the condition is from the same illness or injury. The determination of same illness or injury will be based on the medical documentation provided and reviewed by the sick bank committee. The maximum benefit per catastrophic or long-term illness or injury may not exceed one-hundred twenty (120) workdays in any given fiscal year.

D. Parental Leave

Any employee who is requesting a leave for a pregnancy related absence shall be granted, upon request accompanied by a physician's certification, an unpaid disability leave for up to twelve (12) consecutive weeks. BOCES employees who are members of the same household are required to split this up to twelve (12) weeks leave amongst themselves.

The employee must submit a written request to take leave to BOCES no later than four (4) weeks prior to the anticipated date of the leave date. For a pregnant employee, this leave shall be continuous with any sick leave used for pregnancy disability unless vacation days are used to bridge between the sick leave and the unpaid leave.

Should individuals decide not to return to work on the scheduled return date, they must notify BOCES, in writing, at least four (4) weeks prior to that date.

If employees are unable to perform their duties with the BOCES due to illness or disability due to the pregnancy, they may utilize sick leave as outlined in this Article. Employees wishing to use sick leave before or after the birth of a child must submit a physician's statement of disability.

Consistent with all other provisions of this Section, any employee who is adopting a child shall be granted, upon request and accompanied by written verification from the adoption agency, an unpaid parental leave for up to twelve (12) consecutive weeks. BOCES employees who are members of the same household are required to split this up to twelve (12) weeks leave amongst themselves.

E. Personal Leave

All personnel will receive five (5) personal business days per year with no reason required.

Except in unusual situations, personal leave should be requested at least three (3) days prior to the requested date of leave.

Prior administrative approval must be received before use of said personal time.

Personal leave is not intended as an extension of a vacation period.

For all employees, any unused Personal Leave from the previous year (not to exceed four [4] Personal Days) shall be added to their individual Sick Leave accruals (see Section B of this Article) no later than July 10th. Any forfeited day of personal leave (fifth [5th] day only) will be automatically transferred to the Sick Bank on June 30.

F. Bereavement Leave

A. Up to five (5) days bereavement leave, applicable twice during any fiscal year, will be granted for death of a family member. An employee is expected to provide management with written and reasonable notice of impending bereavement leave. Reasonable notice for this paragraph shall mean as much notice as possible with the intent of balancing the urgency for the employee and the obligations for the employer.

B. For purposes of bereavement leave, the definition of family member includes:
- Spouses/Domestic partners
- Parents and Spouse's Parents or legal guardians
- Children (biological, adopted, foster or stepchild) and their spouses
- Siblings and their spouses
- Grandchildren and their spouses
- Grandparents or spouse's grandparents

G. Jury Duty

1. An employee who is required to attend and serve as a juror will be paid the difference between the juror's fee and their regular pay for the time actually lost from work due to such jury duty.

2. It is understood that all employees, regardless of shift, will report back for work at any time when they are free from the responsibilities of jury duty for three (3) or more hours before the end of their normal scheduled workday.

Article 18 **Health/Dental Insurance and Reimbursement**

A. During the term of the Agreement, the BOCES will participate in paying the premium to the extent of 95% of the premium for individual coverage and 85% of the premium for family coverage under the Excellus Blue Cross Blue Shield of CNY Southern Tier Region Classic Blue Region-wide Health Plan and Blue PPO-H Health Plan.

BOCES will establish one specific month during each fiscal year for members to make changes to their Health/Dental coverage.

Under both the classic Blue Region-wide Plan and the Blue PPO-H Plan prescription drug copays for both mail order and at a retail pharmacy are \$5, \$15, \$30, in accordance with tier structure and will be paid by the bargaining unit member.

Under the Classic Blue Region-wide Plan, prescriptions with a ninety (90) day fill at either a retail pharmacy or by mail order will be available for one copay (1-copay for each 90 day supply) at the \$5/\$15/\$30 tier rate.

Under the Blue PPO-H Plan prescriptions for 30 days at retail with one copay and 90 days at mail order with 3 copays at the \$5 / \$15 / \$30 tier rate.

B. BOCES will provide the Broome-Tioga BOCES Dental Plan (Delta Dental) administered by The Standard that includes Basic, Supplemental Basic, Periodontics, Prosthetics and Orthodontics at the 95% individual, 85% family rate participation for all bargaining unit members. Any change in dental coverage shall be bargained.

C. BOCES will reimburse employees for the loss or damage to eyeglasses, hearing aids and prosthetic-type devices damaged as a result of the performance of their duties.

D. <u>HEALTH INSURANCE DECLINATION</u>

All unit members who have been employed continuously for at least one calendar year are eligible for an annual payment in the event that the member, formally in writing, prior to July 1 each year, declines health insurance coverage of any kind from the BOCES. The unit member must maintain alternate group health insurance coverage in order to be eligible and proof of insurance is required. Medicare and Medicaid coverage does not qualify as alternate coverage under this section. Dental insurance coverage is specifically excluded from this section. The annual payment will be paid on a pro rata monthly basis over the course of the fiscal year pay periods. The payment will be the sum of \$1,800.00 for members who had previously elected or waived single coverage in the prior fiscal year and \$4,000.00 for members who had previously elected or waived family coverage in the prior fiscal year. Any unit member that was receiving a buyout incentive under the 2014 – 2018 CBA and is now ineligible to receive a buyout incentive under the 2018 – 2022 CBA, shall continue to receive a reduced buyout in the amount of \$2,000 per year for a family waiver and \$900 for an individual waiver as long as they remain out of the coverage as outlined in Article 18, Section D. In the event both spouses are employed by BOCES eligibility for payment under this section is as follows:

	Scenario	Spouse 1	Spouse 2
A	Both decline Insurance and attest they have other coverage	Eligible for Family Amount	Not Eligible
B	Spouse 1 elects family coverage, Spouse 2 declines	Not Eligible	Not Eligible
C	Spouse 1 elects family coverage, Spouse 2 elects family coverage	Not Eligible	Not Eligible
D	Spouse 1 elects single coverage, Spouse 2 declines	Not Eligible	Eligible for Single Amount
E	Spouse 1 elects single coverage, Spouse 2 elects single coverage	Not Eligible	Not Eligible

E. Said plan shall continue the guarantee for disabled employees (up to two [2] years' coverage), retired employees at 50/35 percent participation rate (exclusive of those retirees that accept employment where they have equal or better health care coverage). For any retiree who is currently eligible for a 50/35 BOCES participation in his health insurance premium and who elects the two-person plan, the BOCES contribution will be 65% of the individual component of the premium and 35% of the dependent component of the premium. In the event of the retiree predeceasing a dependent spouse, the spouse will enjoy a 65% contribution to an individual health plan, provided that the surviving spouse does not remarry or become eligible for a health plan that provides equal or better benefits (Medicare excluded). Eligible retirees who opt for a Family Plan will continue to receive a 50/35 contribution from the BOCES. In this case, upon the retiree's death, BOCES would contribute up to 65% of the cost of the surviving spouse's individual plan only, with the same limitations, as above, regarding remarriage and other coverage eligibility. The District shall provide the appropriate health insurance at the 65% rate for individual retiree health insurance.

Effective July 1, 2010, Employees must have ten (10) or more years of service to BOCES to be eligible for health insurance benefits in retirement.

F. IRS-125 Flexible Spending and Premium Conversion

A flexible spending program will be provided to all employees at the beginning of the plan year effective October 1 each year or in accordance with the plan document. The minimum participation per employee is two hundred ($200) dollars annually. The maximum contribution level will remain within IRS regulations beginning October 1, 2018.

Employee contributions to health and dental premiums will be deducted in accordance with IRS-125 "premium conversion", unless the employee declines, in writing, to participate in the premium conversion plan.

G. Employee Assistance Program

BOCES will provide an employee assistance program.

Article 19 **Retirement**

A. The BOCES will participate in the New York State & Local Retirement Plan and the New York State Teachers' Retirement System. Retirement in this entire agreement is defined as retiring for the purpose of collecting a pension from the NYSLRS/NYSTRS Retirement System.

B. Each bargaining unit member who retires on or after July 1, 2026 will be eligible for an award of money. This award shall be one hundred five ($105) dollars times the number of unused sick days the bargaining unit member has accrued up to a limit of three hundred (300) days. The amount of money received for this buyout will be payable to the members' non-elective 403 (b) account no later than sixty (60) days after the date they establish their account deemed able to accept employer contributions as defined by the Internal Revenue Code. The District is not responsible for any delays caused by third party provider accounts being properly set up to accept distributions.

Early Retirement Notice Incentive

An Early Retirement Notice Incentive will be paid to the retiring employee who has worked consecutively at BT BOCES for more than ten (10) years and who provides at least six (6) months advance notice in writing to the Board Clerk in the amount of five thousand ($5,000) dollars. Such contributions will be made to a 403(b) program able to accept employer contributions as defined in the Internal Revenue Code.

C. Mandatory Clauses

1. **No Cash Option** No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.

2. **Contribution Limitations** In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.

   In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:

   A. For all members in the New York State Teachers' Retirement System ("TRS") with a membership date before June 17, 1971, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the *Internal Revenue Code* are fully met through payment of the Employer's Non-Elective Contribution; and

B. For all members in the New York State Teachers Retirement System ("TRS") with a membership date in the TRS on or after June 17, 1971, and for all members in the New York State and Local Employees Retirement System regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code*. To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit, such excess shall be reallocated to the Employee the following year as an employer Non-elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and in January of each subsequent year for up to four (4) years after the year of the Employee's employment severance, until such time as the employer Non-elective contribution is fully deposited into the Employee's 403(b) account. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the *Internal Revenue Code.*

3. **403(b) Accounts** Employer contributions shall be deposited into the 403(b) account selected by employee to receive Employer contributions, provided such account will accept Employer Non-elective Contributions. If the employee does not designate a 403(b) account to receive Employer's contributions, or if the account designated will not accept Employer's Non-elective Contributions for any reason, then Employer shall deposit contributions, in the name of the employee, into the endorsed 403(b) program.

4. **Tier I Adjustments** Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.

5. This Article shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.

6. This Article shall further be subject to the approval of the 403(b) Provider, which shall review the Article solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*. Upon request, ING Life Insurance and Annuity Company ("ILIAC") agrees to provide the Employer with ILIAC's standard hold harmless agreement where the Employer has selected ILIAC as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.

7. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation.

8. **Employer Non-Elective Contribution Equal to Termination Pay** The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered

employee, who severs their employment with the Employer during the contract year and who is eligible to apply for and who commences their retirement from the state sponsored retirement system. The amount of Employer's contribution for each eligible employee shall equal the value of each such employee's accumulated leave days, determined in accordance with this Article. The Employer shall make the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended, for the year in which the employee severs employment. The Employer shall deposit the contribution no later than **90** days, following the employee's severance date.

Article 20 **Seniority**

A. In relation to seniority, Civil Service law and Education law will apply.

B. In reduction of work force, the BOCES will give employees so affected, based on seniority within classification, fifteen (15) working days notice of such layoff. The ITPA representatives will receive a copy of said notice.

C. If a reduction in work force is being considered, a seniority listing within classification will be made available to ITPA representatives.

Article 21 **New Hire**

A. Job openings will be posted, by management, for ten (10) working days. Any person desiring such position may apply for and be given consideration under the terms of this Article.

B. Every new hire placed in a position covered by this Agreement must serve a probationary period. The purpose of this period is to allow the immediate supervisor time to evaluate performance of the employee before permanent status is confirmed.

   If a probationary employee is to be terminated, they will be given prior notification stating the reason for termination, and the probationary employee will have the right to meet with their supervisor to discuss the reason.

C. Certified personnel shall follow those requirements as defined by law.

Article 22 **Personnel File**

A. Any employee will have the right, upon notice of one (1) working day, to review their personnel file in the presence of a BOCES official designated by the Superintendent for that purpose. Upon request, the employee will receive a copy of any document in the personnel folder and may answer anything deemed to be adverse, or which they deem to be adverse or unjust. All confidential communications from the employee's former employer(s) shall be removed prior to this review.

B. Material designated for the personnel file will have "cc: Personnel File" placed on that material. Material destined for the employee's file will not be placed in the file until after the employee has been notified that such materials are to be placed in the file.

Article 23 **Personal Vehicle Use and Travel Expenses**

Any employee covered by this Agreement who is required by the BOCES and authorized in advance by their supervisor to use a personal vehicle in performance of duties on behalf of the BOCES, will be reimbursed for mileage so incurred at the prevailing IRS rate.

Article 24 **Savings Clause**

A. This agreement incorporates the entire understanding of the parties on all issues that have been subject to negotiations.

B. If any article or part thereof of this Agreement, or any addition thereto, should be found in violation of any federal, state, or local law, or its adherence to or enforcement of any article or part thereof should be restrained by a court of law, the remaining articles of agreement, or any addition thereto, will not be affected.

If such a determination or decision is made, the parties will convene immediately for the purpose of negotiating a satisfactory replacement.

Article 25 **Legislative Action**

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

SIGNATURES

This Agreement entered into by and between the parties is the full and complete contract and shall be in effect through June 30, 2029.

[signature]	6/24/26
BOCES District Superintendent	Date
[signature]	6/25/26
ITPA President	Date