

**MEMORANDUM OF AGREEMENT BETWEEN THE BOARD OF EDUCATION OF
THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES SOLE SUPERVISORY
DISTRICT OF WESTCHESTER COUNTY AND THE SOUTHERN WESTCHESTER
BOCES TEACHERS' ASSOCIATION, ADULT LEARNING CENTER CHAPTER**

WHEREAS, the BOCES Sole Supervisory District of Westchester County [hereinafter "BOCES"] and the Southern Westchester BOCES Teachers' Association, Adult Learning Center Chapter [hereinafter "Association"] are parties to a Collective Bargaining Agreement between them which expires on June 30, 2026; and

WHEREAS, the parties have tentatively resolved the terms and conditions of a successor agreement, the contents of which are contained in this Memorandum of Agreement, which is subject to ratification by the Association, as well as the Board of Education.

THEREFORE, IT IS HEREBY AGREED, by and between the parties that the following shall constitute the terms and conditions of a successor collective bargaining agreement to the 2023-2026 Agreement, subject to the ratification process referenced above.

1. TERM OF AGREEMENT: July 1, 2026 through June 30, 2029

2. ARTICLE I – RECOGNITION is amended to replace “work a minimum of six (6)” with “are scheduled to work a minimum of three (3)”.

3. ARTICLE II – DUES DEDUCTION – replace entire article with the following:

The Board agrees as herewith provided to deduct from compensation due to the employees represented by the Association and remit to the Association the Association membership dues and the dues of other professional associations indicated by each member thereof who authorizes such deductions by means of the presentation to the Board of a written signed document. Such authorization shall be continuous unless revoked in writing. All such dues authorized to be deducted by such documents shall be deducted from the compensation due to the authorizing employee in equal even dollar amounts (or as equal as possible) between the period of September 1st and June 30th. For documents received after September 1st, deductions shall be made in the same manner during the inclusive months. Remittance by the Board to the Association shall be made each pay period from September 1st through June 30th.

4. ARTICLE III – ASSOCIATION RIGHTS

Replace existing Section B with the following:

Bulletin Board Space - Bulletin board space shall be provided in each BOCES school building for the purpose of displaying notices, circulars, and other material relating to the proper business of the Association. The Association shall post no material that is confidential in nature or derogatory to the BOCES.

Create new Section C as follows:

Communications - The Association shall have the use of teacher mailboxes, interoffice mail, the use of and access to electronic mail service, and other commonly used systems for communication to bargaining unit members. It is understood that such usage should not be burdensome to the systems used and must comport with the BOCES's Acceptable Use Policy and/or its Code of Conduct.

Create new Section D as follows:

New Unit Members - BOCES shall make available to the President of the Association the names and addresses of new members of the unit after their appointment by the BOCES Board.

5. ARTICLE IV – PERSONNEL FILES

Section E is amended to remove “, reproduced at ten (10) cents per copy,”.

6. ARTICLE VI – COMPENSATION

Section A1 is amended as follows:

- a. Effective July 1, 2026, the hourly rate for the 2025-2026 school year in Appendix A is increased by \$0.25.
- b. Effective July 1, 2027, the hourly rate for the 2026-2027 school year in Appendix A is increased by \$0.25.
- c. Effective July 1, 2028, the hourly rate for the 2027-2028 school year in Appendix A is increased by \$0.25.

Current Section A3 will be renumbered to new Section A4. Lead Teacher I rate will be \$900.00 per year. Lead Teacher II line is deleted.

New Section A3 as follows:

Step movement shall be effective on July 1 each year. For the purpose of determining step movement, employment in the unit must begin prior to January 1.

7. ARTICLE VII – LEAVES OF ABSENCE

Section A is amended as follows:

After two (2) consecutive years of employment, three (3) days of sick leave shall be granted on July 1 in year three (3) of employment and each successive year to teachers who were scheduled to work for at least fifteen (15) hours per week for all sessions in the previous July 1 to June 30 time period. These days shall accumulate to a maximum of thirty (30) days. “Day” shall be defined as the hours and day the teacher would be scheduled to work. For the purpose of determining year 1 of employment, employment in the unit must begin prior to January 1.

Section B is amended as follows:

Teachers who were scheduled to work for at least fifteen (15) hours per week for all sessions in the previous July 1 to June 30 time period will be granted one (1) paid personal business day on July 1 of each year that these parameters are met. This day shall be non-cumulative.

Section C - Delete from the first sentence “provided that any teacher who serves on jury duty shall refund to the Board all remuneration received for such service excepting the transportation and lunch allowance”.

8. ARTICLE VIII – WORKING CONDITIONS

Section C is amended as follows:

Unit members will be required to complete annual mandated trainings identified by SWBOCES as a condition of employment. There will be no compensation provided by SWBOCES for the time needed to complete the trainings.

Section D is amended as follows:

When possible, teachers assigned to teach at the jail shall be assigned three (3) hours classes, subject to the Department of Corrections schedule.

Section E is amended as follows:

Electronic communication groups for teachers of GED, ESL and Citizenship will be established by the Lead Teacher each July 1 to June 30 time period. It is the responsibility of the teacher to electronically communicate to their specific group and obtain a substitute for the class. Participation in the electronic communication group is optional and each participant must renew their participation by the end of the school year for the following school year. No cellular telephone reimbursements will be provided by SWBOCES for participation in these electronic communication groups.

Add new Section F as follows:

Teacher Responsibilities:

In addition to their instructional duties, teachers are responsible for completing necessary administrative and assessment tasks to ensure effective program operation and student progress monitoring. These tasks include, but are not limited to:

1. Ensuring that all assigned students have required pre and post tests administered in accordance with program guidelines.
2. Accurately submitting student attendance records on a monthly basis, or as otherwise required by program administration.
3. Completing all required student progress documentation and reports as per established deadlines.

9. ARTICLE IX – NOTIFICATIONS OF ASSIGNMENTS

Replace the first sentence with the following: The Board will endeavor to provide tentative notice of assignments at least twenty one (21) calendar days prior to each session start date.

10. ARTICLE XIII – SECTION 125 PLAN

Move entire article to after the current compensation article.

11. GENERAL HOUSEKEEPING

- a. Update all dates to reflect the correct term of the Agreement throughout the CBA.
- b. Update all names and titles to reflect correct individuals on page listing Board members, BOCES Executive Team members, BTA Officers and Negotiating Teams.
- c. Update the CBA to reflect redlined changes to the CBA relating to grammar and gender identification.

12. All other terms and conditions of the 2023-2026 Agreement, not modified herein, will remain unchanged in the new Agreement.

Date: May __, 2026

FOR BOCES

FOR ALC
