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## **MEMORANDUM OF AGREEMENT**

**The District Superintendent of the Board of Cooperative Services  
First Supervisory District of Monroe County  
and the  
BOCES United Professional Association/NYSUT/AFT, AFL-CIO**

**Agree as follows:**

**Effective June 1, 2025**

**WHEREAS**, the Board of Cooperative Educational Services, First Supervisory District of Monroe County ("BOCES") and the BOCES United Professional Association ("BUP") are parties to a collective bargaining agreement, effective through June 30, 2026;

**WHEREAS**, Article IV Conditions of Employment – School Year, Section 1 School Year states, "For those not working in a Monroe #1 BOCES school program, the first day unit members are required to report for duty should be the workday that precedes the first day of instruction and must be no earlier than the week that precedes Labor Day Weekend...Members required by placement to work beyond the length of the current Monroe #1 BOCES school year shall receive their per diem daily rate (1/200<sup>th</sup> of their annual salary) for each day beyond the current year";

**WHEREAS**, circumstances may exist that the first day of instruction is the Tuesday immediately after Labor Day;

**WHEREAS**, districts may not be in operation on the Friday preceding Labor Day

**WHEREAS**, BOCES and the BUP entered into a Memorandum of Agreement ("MOA") on June 18, 2024 to clarify that if the first day of instruction is the Tuesday after Labor Day, the preceding Thursday OR Friday will be considered the workday that precedes the first day of instruction;

**WHEREAS**, an adjustment to the previous MOA is desired:

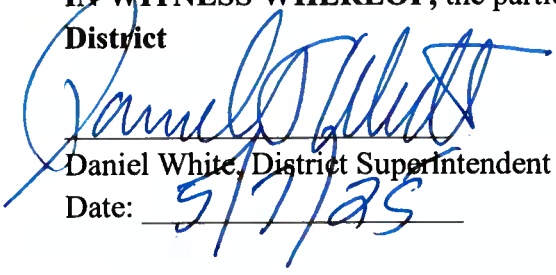
**WHEREAS**, BOCES and the BUP wish to enter into a Memorandum of Agreement ("MOA") to work collaboratively in unique situations;

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH BELOW, IT IS HEREBY AGREED AS FOLLOWS:**

1. BOCES and BUP agree that, if the first day of instruction is the Tuesday after Labor Day, the preceding Wednesday OR Thursday will be considered the workday that precedes the first day of instruction.
2. BOCES and BUP agree that the identified workday (Wednesday OR Thursday) will be determined by the district or supervisor if there is a mandatory meeting to attend.
3. This Memorandum of Agreement may not be modified, altered, or changed orally and no other terms or conditions have been agreed to by BOCES and BUP.
4. No alteration or amendment shall be made to this Memorandum of Agreement without written consent of the parties.
5. Each party enters into this agreement knowingly, voluntarily, and without coercion after having an opportunity to review it with a representative of the party's choice.
6. Should any provisions of this Memorandum of Agreement be declared or determined by any court or reviewing officer or entity to be illegal or invalid, the validity of the remaining provision shall be severed from this Memorandum of Agreement, provided severance of the invalid or illegal provision does not defeat the intent of the parties as reflected in this Memorandum of Agreement.

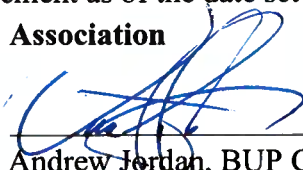
**IN WITNESS WHEREOF**, the parties have executed the Agreement as of the date set forth below.

**District**

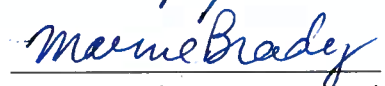
  
Daniel White, District Superintendent

Date: 5/7/25

**Association**

  
Andrew Jordan, BUP Co-President

Date: 5/12/2025

  
Marne Brady, BUP Co-President

Date: 5-12-25