
MEMORANDUM OF UNDERSTANDING

**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 September 25, 2024

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 V Itinerant Staff Member/Related Service Provider Schedules and Caseload Assignments, Section 1 states:

Schedules and caseloads will be developed based on the following criteria:

- *The maximum caseload for direct services shall be 30 students. In addition, up to five (5) consults which are no more than ten (10) 30-minute sessions per year may be assigned; any consult time beyond this will reduce the maximum caseload for direct services.*

WHEREAS, interpretation of this language has been inconsistent;

WHEREAS, BOCES and the BUP wish to enter into a Memorandum of Understanding (“MOU”) 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, the above-referenced language shall be replaced with:

Schedules and caseloads will be developed based on the following criteria:

- *The maximum caseload for direct services shall be 30 students. In addition to the 30 direct students on a caseload, consult only may not exceed 18 hours per academic year (equivalent to one session a week, no less than 30 minutes). Any consultation time beyond this will reduce the maximum caseload for direct services.*
2. BOCES and BUP agree that the remainder of Article V Itinerant Staff Member/Related Service Provider Schedules and Caseload Assignments, Section 1 remains unchanged.
 3. This Memorandum of Understanding 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 Understanding 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 Understanding 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 Understanding, provided severance of the invalid or illegal provision does not defeat the intent of the parties as reflected in this Memorandum of Understanding.

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

District


Daniel White, District Superintendent

Date: 9/25/24

Association


Andrew Jordan, BUP Co-President

Date: 10/1/24


Marne Brady, BUP Co-President

Date: 10/1/24