

MEMORANDUM OF AGREEMENT dated this 4<sup>TH</sup> day of MAY 2021, by and between the negotiating representatives of the NASSAU COUNTY BOARD OF COOPERATIVE EDUCATIONAL SERVICES (hereinafter referred to as the "BOCES") and the negotiating representatives of the NASSAU BOCES EDUCATIONAL ADMINISTRATORS' ASSOCIATION (hereinafter referred to as the "Association")

1. GENERAL

The labor contract between the parties for the period of July 1, 2016 - June 30, 2019 expired on June 30, 2019. The parties herewith agree that said contract shall be modified effective as of July 1, 2019, unless otherwise set forth herein, as a result of their collective bargaining for a successor contract to the expired labor contract. Except for changes to the contract expressly set forth herein, changes in the language of the contract made necessary by the following Agreement, and changes to said contract requiring removal and/or modification of expired contract language, the provisions of said labor contract shall remain unchanged. Italicized text is set forth as precise contract language to be inserted as is set forth in this Memorandum of Agreement into the parties' formal labor contract. It is understood that items of agreement not set forth in italicized text will require the drafting of contract language for insertion into the parties' more formal agreement.

2. CONTINGENCIES

This Memorandum of Agreement is subject to formal ratification by the BOCES Board and the membership of the Association. Such ratification shall occur on or before thirty (30) days from the execution of this Memorandum of Agreement. If either party fails to ratify or fails to act on or before thirty (30) days from the execution of this Memorandum of Agreement, this Memorandum of Agreement shall be of no further force and effect and shall be a nullity. Notwithstanding the foregoing, the team of negotiating representatives for each party will urge their respective principals to ratify this Memorandum of Agreement.

3. INCORPORATION WITHIN COLLECTIVE BARGAINING AGREEMENT

This Memorandum of Agreement is subject to its incorporation into a more formal written agreement. The parties' March 31, 2014 Memorandum of Agreement and May 16, 2017 Memorandum of Agreement shall be incorporated into the formal written agreement as well. Subsequent to the execution and ratification of this Memorandum of Agreement, it is understood that it will be necessary for the parties

to agree upon formal contract language incorporating the specific understandings set forth herein, except where specific language has already been provided for herein.

4. TERMS

A. Duration:

The parties' labor contract shall be modified to provide for a contract term effective July 1, 2019 through June 30, 2022. It shall be retroactive to July 1, 2019, unless otherwise set forth herein. The parties' more formal agreement shall be modified throughout to reflect the revised term of the Agreement.

B. Wages / Salary Determination:

1. Article 3, Section 3.3(9) of the contract, as amended by Paragraph 4(B)(1) of the March 31, 2014 Memorandum of Agreement and Paragraph 4(B)(1) of the May 16, 2017 Memorandum of Agreement, shall be amended to provide as follows:

*The salary ranges shall be increased as follows:*

*Effective July 1, 2019, the salary ranges shall be increased by 1.25%.*

*Effective July 1, 2020, the salary ranges shall be increased by 1.25%.*

*Effective July 1, 2021, the salary ranges shall be increased by 1.0%.*

The parties agree that the abovementioned percentage increases in this paragraph 4(B)(1) shall also be applicable to career levels, set forth in Appendix 1 of the parties' labor contract.

Within sixty (60) days of the date of ratification of this Memorandum of Agreement, a unit member who worked at BOCES during the 2019-2020 school year and is currently employed by the BOCES and is a unit member of the Educational Administrators' bargaining unit as of the date of ratification of this Memorandum of Agreement shall receive the following one-time cash payment. The applicable payment shall be in the amount set forth below based upon the unit member's current Grade level as of the date of ratification of this Memorandum of Agreement.

Grade 10:           \$2,500

Grade 9:	\$2,250
Grade 8:	\$2,000
Grade 7:	\$1,750
Grade 6:	\$1,500
Grade 5:	\$1,250
Grade 4:	Not Applicable

2. The following sentence shall be added to Article 3, Section 3.3(11)(b), which is set forth in Paragraph 4(B)(4) of the parties' March 31, 2014 Memorandum of Agreement, and will be reflected in the successor contract:

*The foregoing use of the term "unsatisfactory" shall mean the same as "ineffective."*

3. Article 3, Section 3.3(1) through (4), as amended by Paragraph 4(B)(2) of the parties' March 31, 2014 Memorandum of Agreement and Paragraph 4(B)(2) of the parties' May 16, 2017 Memorandum of Agreement, shall be deleted and replaced with the following:

1. *Effective July 1, 2019, BOCES shall appropriate 1.25% of the payroll of members of the unit, as the same is determined as of June 30, 2019. All of the resulting salary fund shall be distributed pursuant to the determination of the District Superintendent of Schools. All of the resulting salary fund shall be based upon individual satisfactory performance evaluations of each administrator.*

2. *Effective July 1, 2020, BOCES shall appropriate 1.25% of the payroll of members of the unit, as the same is determined as of June 30, 2020. All of the resulting salary fund shall be distributed pursuant to the determination of the District Superintendent of Schools. All of the resulting salary fund shall be based upon individual satisfactory performance evaluations of each administrator.*

3. *Effective July 1, 2021, BOCES shall appropriate 1.00% of the payroll of members of the unit, as the same is determined as of June 30, 2021. All of the resulting salary fund shall be distributed pursuant to the determination of the District Superintendent of Schools. All of the resulting salary fund shall be based upon individual satisfactory performance evaluations of each administrator.*

C. Longevity

Effective July 1, 2019, Article 3, Section 3.6, as amended by Paragraph 4(E) of the parties' May 16, 2017 Memorandum of Agreement, shall be amended to provide the indicated longevity awards:

	<u>2019-2020</u>	<u>2020-2021</u>	<u>2021-2022</u>
1. 7-9 years	\$810.00	\$820.00	\$828.00
2. 10-14 years	\$1,794.00	\$1,816.00	\$1,834.00
3. 15 -19 years	\$2,469.00	\$2,500.00	\$2,525.00
4. 20+ years	\$2,025.00	\$2,050.00	\$2,071.00

D. Recess Days

Effective July 1, 2019, an additional paragraph shall be added to Article 5, Section 5.3, as amended by Paragraph 4(E) of the March 31, 2014 Memorandum of Agreement and Paragraph 4(G)(1)-(2) of the May 16, 2017 Memorandum of Agreement, to provide as follows:

*Effective July 1, 2019, any unit member using a personal day converted from a recess day pursuant to this Section must have first exhausted his/her allowance of personal days under Article 5, Section 5.2.*

E. Bereavement Leave

The following provision shall be added to Article 5, Section 5.4:

*Five (5) days given in the event of an immediate family member must be taken on consecutive workdays. The five (5) days granted for the death of someone in the immediate family shall not include legal holidays, snow days, weekends, or days considered to be non-working days according to the Nassau BOCES twelve (12) month employee calendar. Bereavement leave for an immediate family member shall be contiguous to the death of the immediate family member and shall begin on the workday immediately following the death. Application for non-contiguous usage will be reviewed on a case-by-case basis by the Executive Director for Human Resources or designee, based on the following factors:*

- 1. Relocation of the body, or delayed release of the body, from a geographical area that is distant from New York;*
- 2. International deaths; and*
- 3. The scheduling of memorial services no more than three (3) months following the date of death.*

No exceptions shall be made to the requirement that such leave is taken on consecutive workdays.

F. Random Drug and Alcohol Testing

Paragraph 4 of the random drug and alcohol testing procedures set forth in the parties' May 2017 Memorandum of Agreement shall be amended as follows and inserted into Appendix V of the parties' labor contract.

No record of unfounded tests conducted under these procedures shall be placed, or made reference to, in any personnel file of the employee.

Dated: 4/29/21	NEGOTIATING REPRESENTATIVES OF THE NASSAU BOCES EDUCATIONAL ADMINISTRATORS' ASSOCIATION by: <u>Monica Telenc</u> <u>Barbara Deal</u> <u>Shelene Bodur</u> <u>Sgt. Soud</u> <u>Jim De</u> <u>Jim Charoff</u>
Dated:	NEGOTIATING REPRESENTATIVES OF THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES OF NASSAU COUNTY by: <u>James Uedmer</u> <u>[Signature]</u> <u>[Signature]</u>