

MEMORANDUM OF AGREEMENT dated this 30th day of March 2023, 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 CENTRAL COUNCIL OF TEACHERS (hereinafter referred to as “NABCOT”).

1. GENERAL

The labor contract between the parties for the period of July 1, 2021 – June 30, 2022 expired on June 30, 2022. The parties herewith agree that said contract shall be modified effective as of July 1, 2022, unless otherwise set forth herein, as a result of their collective bargaining for a successor contract to the expired labor contract. Except for the 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.

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 sixty (60) days from the execution of this Memorandum of Agreement. If either party fails to ratify or fails to act on or before sixty (60) 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 shall be incorporated into a more formal written agreement. After 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. 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.

4. TERMS

A. Duration

The parties’ labor contract shall be modified to provide a contract term effective July 1, 2022 through June 30, 2027. The parties’ more formal agreement shall be modified throughout to reflect the revised term of the Agreement.

B. Wages

1. Article V, Section 1.5 shall be modified to provide as follows:

Effective July 1, 2022, the salary of unit members in effect on June 30, 2022 shall be increased by 2.25%;

Effective July 1, 2023, the salary of unit members in effect on June 30, 2023 shall be increased by 2.25%;

Effective July 1, 2024, the salary of unit members in effect on June 30, 2024 shall be increased by 2%;

Effective July 1, 2025, the salary of unit members in effect on June 30, 2025 shall be increased by 1.5%;

Effective July 1, 2026, the salary of unit members in effect on June 30, 2026 shall be increased by 1.5%.

2. Appendix A, as referenced in Article V, Section 3.1, shall be modified in accordance with Paragraph 4(B)(1) above.
3. The compensation rates in the following sections in Article V shall be increased in accordance with Paragraph 4(B)(1) above: Section 1.2; Section 1.4; Section 2.14; Section 3.6; Section 4; Section 5; Section 7.4; Section 12.32.

C. Miscellaneous

Article I, Section 7.1 shall be deleted in its entirety.

D. Information at the Schools

The second sentence of Article II, Section 4.1 shall be deleted and replaced with the following:

Itinerant teachers and other teachers employed by BOCES who are not based at a BOCES facility shall be notified by email.

E. Teacher Evaluation Procedures

Article III, Section 2.3 shall be deleted in its entirety and replaced with the following:

The evaluator/observer may use technology and software while conducting the evaluation and/or observation and/or take photographs of the classroom during the evaluation and/or observation. The evaluator/observer may use mechanical or electronic devices without permission from the teacher provided there is no video recording during student instruction.

F. Assistance in Assault Cases

Article III, Section 6.1 shall be deleted in its entirety and replaced with the following:

Teachers shall be required, if physically able, to provide notice of all cases of assault and/or battery suffered by them on the same day the injury occurs. Notice shall be given to the principal or other appropriate administrators onsite who shall be required to report all such cases of assault and/or battery suffered by teachers in connection with their employment to the Superintendent and the Board attorney. If no principal or other appropriate administrator is immediately available onsite, the teacher shall be required to provide notice as soon as possible to a principal or other appropriate administrator. In addition, the teacher shall be required to submit a substantive written report, via a BOCES created online form, by the close of the next business day. Copies of this report shall be sent to the teacher involved and to NABCOT if it so requests. Upon request, the attorney shall inform the teacher of their rights under the law. When criminal action is taken against a student because of an assault upon a teacher, the Board attorney shall notify the teacher of their readiness to assist the teacher as follows:

6.11 *By obtaining from the police and from the principal relevant information concerning the offender.*

6.12 *By accompanying the teacher in court appearances, when needed; and by acting in other appropriate ways as liaison between teacher, police, and courts.*

G. Probationary Protection

1. The first sentence of Article III, Section 7.43 will be modified to read as follows:

In the event that the performance of a third- or fourth-year probationary teacher is such that they may not be granted tenure, the teacher will be so warned by the appropriate supervisor, in writing, as soon as is practicable but no later than seventy-five (75) days prior to the end of the teacher's probationary period.

2. The first sentence of Article III, Section 7.45 will be modified to read as follows:

In the event that a teacher is required to serve a probationary period of fewer than four (4) years, by law, or in the event of the transfer of a probationary teacher from one Department to another without change in tenure area, all of the time periods above set forth regarding warnings and/or notice of denial of tenure or termination shall not be applicable.

H. Length of School Day

The first sentence of Article IV, Section 1.12 shall be modified to read as follows:

The one-half hour duty-free lunch period and one-half hour self-directed preparation period shall be scheduled through:

- 1) the use of teacher aides under supervision of one teacher in any multi-class activity, such as music, physical education, lunch, assembly, or any other multiple-class activity, or*
- 2) the relief of the class teacher when the special teacher is giving a lesson, or*
- 3) the relief of the class teacher by a special teacher, not to exceed one-half (1/2) hour daily and not to interfere with their daily lunch and preparation periods, or*
- 4) the relief time referred to above may be afforded as set forth in subsections 1-3 or by another means, or*
- 5) experimental or innovative programs shall be permitted on a pilot basis for scheduling relief time for a maximum period of one (1) year without the necessity of hiring additional teacher aides. Prior to implementation, such programs will be discussed and explored with NABCOT.*

It is not the intention of management to hire additional staff solely for the purpose of accommodating the scheduling of the duty-free lunch and self-directed preparation periods.

I. Itinerant Teachers

Article IV, Section 1.14, 1.141 shall be deleted in its entirety and replaced with the following:

The length of the school week for the Itinerant Teachers of the Vision Impaired and Hearing Impaired and Learning Disabled shall be as follows:

Up to twenty (20) hours of pupil contact time if in one (1) school building

Up to nineteen (19) hours of pupil contact time if in two (2) school buildings

Up to eighteen (18) hours of pupil contact time if in three (3) school buildings

Five (5) hours for transportation

Two and one-half (2 ½) hours for duty-free lunch

Two and one-half (2 ½) hours for self-directed preparation

Two to two and one-half (2 to 2 ½) hours for professional meetings

J. Class Placement Committee

Delete Article IV, Section 2.1 and replace with the following:

Development of class placement procedures shall be a collaborative exercise by administration and faculty. Committees will be established for this purpose as needed.

K. Teacher Aides

The first sentence of Article IV, Section 3.2 shall be deleted and replaced as follows:

Teacher aides shall be made available in any CTE class where it is determined by administration that hazardous conditions exist.

L. Parent-Teacher Conferences

Article IV, Section 5.2 shall be deleted in its entirety and replaced as follows:

(a) *Unit members recognize their professional responsibility to meet with parents and are required to attend parent-teacher conferences.*

(b) *Although unit members are encouraged to attend PTA meetings, attendance at such meetings shall be voluntary.*

(c) *Notwithstanding the foregoing, unit members are required to attend up to two (2) formal parent-teacher conferences during the school year. These may be held before, during (on noninstructional time), or after school hours. Teacher attendance at the conferences is required.*

M. Attendance

Add the following provision as a new subsection of Article IV, Section 7
Teachers shall report to work through the main entrance when possible.

N. Professional Development

1. In Article V, Section 2.26, change "175 hours" to "*one hundred (100) hours*".

2. Add a new section, Section 2.29 to Article V that reads as follows:

All unit members shall participate in up to seven (7) hours per year of professional development, after working hours, the content of which shall be provided by the BOCES. The BOCES shall provide sufficient prior notice of the time and dates the professional development will be scheduled. The professional development shall be held through a remote modality, unless such modality makes it impracticable for the goals/objectives of the professional development to be achieved. In such circumstances, the leader

of the applicable instructional department shall articulate the reasons in writing to the Union President.

O. Salary Plan

1. Article V, Section 3.1

Modify Article V, Section 3.1 to read as follows:

The salary plan for the 2022/2023, 2023/2024, 2024/2025, 2025/2026, and 2026/2027 school years is annexed hereto as Appendix A.

2. Article V, Section 3.2

Delete Article V, Section 3.2 in its entirety and replace with the following:

The salary level requirements are as follows:

Level I-A BA + applicable provisional/initial or permanent/professional certification (or in the case of teachers of Career and Technical Education, certification required by law or regulation or SED approval).

Level I-B MA + (or in the case of teachers of Career and Technical Education, BA + 30) applicable provisional/initial or permanent/professional certification.

Level I-C Doctorate + applicable provisional/initial or permanent/professional certification.

Level II MA or BA + 30, permanent/professional certification (or in the case of teachers of Career and Technical Education, permanent/professional certification; plus 15 credits beyond those required for certification) and three (3) years of service in the bargaining unit.

Level III MA + 20 or BA + 45, permanent/professional certification (or in the case of teachers of Career and Technical Education, permanent/professional certification; plus 30 credits beyond those required for certification) and seven (7) years of service in the bargaining unit.

Level IV-A MA + 40 or BA + 75, permanent/professional certification (or in the case of teachers of Career and Technical Education, permanent/professional certification; BA or 60 credits beyond those required for certification) and ten (10) years of service in the bargaining unit.

Level IV-B MA + 60, BA + 90 or Doctorate, permanent/professional certification, ten (10) years of service in the bargaining unit (or in the case of teachers of Career and Technical Education, permanent/professional certification; BA + 15, or 75 credits

beyond those required for certification). All credits proposed to be used to meet the BA + 90 requirement, after meeting the BA + 75 criteria in Level IV A, shall have been taken after July 1, 1995. The foregoing shall not apply to any unit members in Level IV A as of June 30, 1999.

3. Article V, Section 3.3

In Article V, Section 3.3, delete all the text above the credits chart and replace as follows:

The "credits" described in Section 3.2 above for level movement may include in-service credits for courses started and completed after July 1, 2000. Such in-service credits are subject to the following requirements and limitations: [chart then follows]

P. Differentials

1. Summer Compensation

Modify Article V, Section 7.2 to read as follows:

Summer Compensation: Psychologists and social workers working during the months of July and August shall be compensated for work in addition to that required by contract at a pro rata basis in accordance with the terms of the basic contract of the subsequent year, except those employees assigned to non-public schools.

2. Utilization of NYS Professional License

Article V, Section 7.5 shall be modified to increase the \$400 annual stipend to \$475.

Q. Payroll Deductions

Modify Article V, Section 9.1 to read as follows:

BOCES shall offer the employee the opportunity to participate in a payroll deduction plan. The employee will sign a deduction form specifying the amount and manner of deduction.

R. Direct Deposit Payroll Plan

Article V, Section 11 shall be deleted in its entirety and replaced with the following:
Unit members must participate in the BOCES' direct deposit payroll plan.

S. Bereavement Leave

Modify Article VI, Section 2 by adding the following to the existing provision:
Bereavement Leave

Unit members will be granted five (5) bereavement days in the event of the death of an immediately family member that 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 proximate to the death of the immediate family member and shall begin within ten (10) business days following the death. Application for non-proximate or non-consecutive usage, as defined in the preceding sentence, will be reviewed on a case-by-case basis by the chief officer for Human Resources or their designee, and will be granted 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;
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, except as provided herein.

T. Leaves of Absence

1. Article VI, Section 3.2 shall be deleted in its entirety and replaced with the following:

All requests for unpaid leaves of absences shall be submitted in writing at least sixty (60) days before the commencement of the leave. All such leaves shall commence and/or conclude on or about September 1, February 1, or July 1, except at the discretion of the District Superintendent, or designee. A teacher may make a written request for an exception from the foregoing, provided that such request is made at least sixty (60) days in advance of the desired leave date. If the teacher will not be returning at the end of their leave of absence, they must provide notice sixty (60) days prior to the scheduled end of such leave. The District Superintendent may waive the sixty (60) day requirement based on circumstances.

2. In Article VI, Section 3.3, change both references to forty-five (45) days to sixty (60) days.

U. Dental Insurance

Article VI, Section 4.7 shall be deleted in its entirety and replaced with the following:

Dental Insurance: Dental Insurance shall continue as heretofore for the term of this agreement. Effective July 1, 2022, BOCES shall contribute \$625 per unit member to the cost of the BOCES group dental plan. Contributions for the year 2022-2023 shall be expended during a subsequent year.

Changes in the dental plan or carrier shall only be made after study by a joint committee made up of NABCOT and representatives of the District Superintendent

regarding the content, carrier, and provisions of the plan. Such committee shall also make its recommendations regarding the manner of allocation of funds within sixty (60) days of the date of submission of the matters to the committee. The foregoing shall be subject to the approval of the Board and the Board shall not be required to exceed its required per teacher, per year contribution, and provided that any such plan shall be one that contributions by a family subscriber shall be determined by the parties. Should the dental plan and/ or carrier permit the option of coverage of "same sex" and "significant other," BOCES shall elect the same provided there is no increased cost to the Agency arising from said election.

V. On-the-job Injuries

1. Article VI, Section 9.1(F)

Create a new subsection (F), to read as follows:

At BOCES election, a BOCES designated physician shall examine a unit member who makes application for a new workers' compensation leave arising from a re-injury or aggravation of a pre-existing on-the-job injury or illness for which workers' compensation benefits have been previously granted.

2. Article VI, Section 9.3

Create a new section 9.3, to read as follows:

Unit members shall provide the building administrator notice of an on-the-job illness or injury the day it occurs. The affected unit member must submit a more substantive written report on a form provided by the BOCES by the end of the next workday.

W. ENL Teachers

Modify Article VI, Section 10.5 by removing Section 10.51 and 10.53, and renumbering the current Section 10.52 for the health waiver bonus as Section 10.51.

X. Contract-based Family Illness Provision

Effective upon the date of full ratification of this MOA, the following new provision shall become effective and will be added to Article VI, Section 1.5:

1.5 Family Illness: Guidance counselors, social workers, and psychologists who fail to qualify for a leave of absence under the Family and Medical Leave Act because they have not met the required statutory threshold of 1250 hours worked in the twelve month period preceding the commencement of such leave shall be granted the following benefit, subject to the indicated qualifications. Such unit member who has worked at least 1050 hours during the twelve months immediately preceding the date of commencement of such leave, shall be eligible for ten (10) weeks of unpaid leave or fifty (50) workdays of unpaid leave for consecutive or intermittent use. Such leave is limited to a leave for the affected unit member, or for the unit member's child(ren), spouse, or parent arising from a serious health condition, or birth or adoption of a child, as defined by the Family and Medical

Leave Act. Unit members seeking leave for a parent will be required to submit the affirmation attached hereto as Appendix B. During such leave the unit member will be provided with continuation of health insurance coverage in effect preceding the leave period. The unit member shall continue to pay the employee portion of the applicable premium for such health insurance coverage. Such leave shall run concurrent with the employee's use of sick leave granted pursuant to Article VI, Section 1.

5. Editorial Changes

- A. In Article III, Section 2.2, change "personal file" to "personnel file" and clarify that it is the only official HR file.
- B. In Article III, Section 12.32(2), change "Industry Based Handicapped Program" to "Individual Specialized Program (Special Ed Adults)".
- C. In Article III, Section 12.32(2), delete "Consumer Homemaking Program" and "Case Management".
- D. In Article IV, Section 6.2, change "Easter Vacation" to "Spring Recess".
- E. Article IV, Section 11.3 shall be deleted in its entirety and replaced as follows:
As determined by the needs of the program, at the discretion of the administration, every department shall be provided with technology and equipment to permit teachers to make use of modern teaching techniques. This material shall be readily available to all teachers.
- F. In Article V, Section 2.36, change "an employee" to "unit member".
- G. In Article V, Section 5, change "handicapped" to "special needs".
- H. Delete Article VI, Section 7.
- I. Remove "trainable mentally retarded" and "TMR" and replace with "intellectual disability" or "intellectually disabled" throughout the Agreement.
- J. Remove references to school nurse teachers throughout the Agreement.
- K. Remove references to the now-defunct Teenage Parenting Program throughout the Agreement.
- L. Changes "guidance counselors" to "school counselors" throughout the Agreement.
- M. Correct "LISHA" to "LIHSA" to reflect accurate name.

Dated: 3/8/2023

NEGOTIATING REPRESENTATIVES OF THE
NASSAU BOCES CENTRAL COUNCIL OF
TEACHERS

by: Lou A. Lucas
Diana Schneider
C. DeWitt

Dated: 3/30/23

NEGOTIATING REPRESENTATIVES OF THE
BOARD OF COOPERATIVE EDUCATIONAL
SERVICES OF NASSAU COUNTY

by: James Kramer
Thomas J. [unclear]
W. J. [unclear]

NABCOT Salary Charts - Appendix A

	7/1/2020-6/30/2021		7/1/2021-6/30/2022		7/1/2022-6/30/2023		7/1/2023-6/30/2024		7/1/2024-6/30/2025		7/1/2025-6/30/2026		7/1/2026-6/30/2027	
	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX
Level I														
A	61,220.25	102,029.13	61,832.45	103,049.42	63,223.68	105,368.03	64,646.21	107,738.81	65,939.13	109,893.59	66,928.22	111,541.99	67,932.14	113,215.12
B	65,303.60	106,111.41	65,956.64	107,172.52	67,440.66	109,583.90	68,958.07	112,049.54	70,337.23	114,290.53	71,392.29	116,004.89	72,463.17	117,744.96
C	70,736.30	111,551.60	71,443.66	112,667.12	73,051.14	115,202.13	74,694.79	117,794.18	76,188.69	120,150.06	77,331.52	121,952.31	78,491.49	123,781.59
Level II														
	80,263.05	114,871.53	81,065.68	116,020.25	82,889.66	118,630.71	84,754.68	121,299.90	86,449.77	123,725.90	87,746.52	125,581.79	89,062.72	127,465.52
Level III														
	95,225.69	129,651.34	96,177.95	130,947.85	98,341.95	133,894.18	100,554.64	136,906.80	102,565.73	139,644.94	104,104.22	141,739.61	105,665.78	143,865.70
Level IV														
A	114,271.69	160,545.36	115,414.41	162,150.81	118,011.23	165,799.20	120,666.48	169,529.68	123,079.81	172,920.27	124,926.01	175,514.07	126,799.90	178,146.78
B	119,712.95	165,823.03	120,910.08	167,481.26	123,630.56	171,249.59	126,412.25	175,102.71	128,940.50	178,604.76	130,874.61	181,283.83	132,837.73	184,003.09

Appendix B

Affirmation

By filing this form with the Nassau BOCES, you affirm that the contents contained herein are true. If you knowingly submit a false statement which you do not believe to be true you may be guilty of a misdemeanor.

I, _____, herewith affirm that I am seeking family illness leave for my parent, pursuant to Article VI, Section 1.5 of the July 1, 2022 –June 30, 2027 collective bargaining agreement.

Employee name: _____

Employee signature: _____

Date: _____