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THE AGREEMENT

This AGREEMENT is entered into by and between the NASSAU BOCES EDUCATIONAL ADMINISTRATORS' ASSOCIATION (hereinafter referred to as the "ASSOCIATION") and the BOARD OF COOPERATIVE EDUCATIONAL SERVICES OF NASSAU COUNTY (hereinafter referred to as the "BOCES").

WITNESSETH:

WHEREAS, the BOCES has recognized the ASSOCIATION in accordance with the New York State Public Employment Relations Act as the sole and exclusive bargaining representative of the employees in the negotiating unit, and desires to set forth agreements reached with respect thereto;

NOW, THEREFORE, in consideration of the mutual promises and obligations herein contained, the parties hereto agree as follows:

ARTICLE 1 - RECOGNITION OF UNIT

Section 1.1 - Recognition

The BOCES recognizes the ASSOCIATION as the sole and exclusive collective bargaining representative for the employees as defined in Section 1.2 of this Article. Recognition shall be for the maximum period permitted by law.

Section 1.2 - Unit Description

Whenever used in this Agreement, the term "employee" shall mean all Principals, Principals II, Associate Principals, Assistant Principals, Supervisors I, Supervisors II, Program Coordinators, Assistant Program Coordinators, Program Specialists and Program Assistants, excluding the District Superintendent of Schools, Deputy Superintendent of Schools, Executive Directors, Assistant Directors, Supervisors, Program Managers, Systems Specialists, Assistant Program Managers, Senior Managers, Staff Assistants, all other technical employees, employees designated by the Public Employment Relations Board as managerial and/or confidential, and all other BOCES' employees.

Section 1.3 - Savings Clause

Should any part of this Agreement be declared unlawful or unenforceable by a final decision of the highest court of competent jurisdiction, the remainder of the Agreement shall remain valid.

Section 1.4 – Taylor Act Provision (Section 204a)

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of the law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body given approval.

Section 1.5 – Duration

This contract shall be effective as of the 1st day of July, 2009, and shall terminate on June 30, 2011. It shall be retroactive to July 1, 2009, unless otherwise set forth herein.

ARTICLE 2 – ASSOCIATION DUES

Section 2.1 – Payroll Deduction Authorization

The BOCES shall deduct in equal consecutive payments out of the current wages payable to each employee member of the ASSOCIATION who individually so requests, the annual membership dues as certified in writing by the Treasurer of the ASSOCIATION thirty (30) days prior to commencement of such deductions, upon receipt of a duly executed payroll deduction authorization of the employee. Such payroll deduction authorization will be irrevocable for a period of one (1) year from the date thereof and shall be renewed automatically for each successive twelve (12) month period thereafter, unless revoked by the employee in writing by registered mail to the BOCES within the period of June 15 through June 30.

Section 2.2 – Association to Indemnify BOCES

The ASSOCIATION shall indemnify and save BOCES harmless from any and all claims, grievances, actions, suits, or other forms of liability or damage that arise out of or by reason of any action taken by BOCES for the purpose of complying with any of the provisions of this Article, and the ASSOCIATION assumes full responsibility for the disposition of the funds deducted under Section 2.1 of this Article as soon as they have been remitted by BOCES to the Treasurer of the Association.

ARTICLE 3 – SALARIES

Section 3.1 – Purpose of Article

The purpose of this Article is to provide a basis for the computation and payment of salaries. The calculation and computation of all salaries shall be governed in accordance with the procedures set forth in this Article.

Section 3.2 – Board Grade/Salary Plan

The parties agree that salaries shall be graded in accordance with the Board Grade/Salary Plan as shown in Appendix 1, which is attached hereto and made part of this Agreement. It is further agreed that the relative ranking of positions by title within the Board Grade/Salary Plan (as shown in Appendix 2 attached hereto), and the number of grades or positions to be included in the overall organization plan is a prerogative of the BOCES.

Section 3.3 – Salary Determination

1. Effective July 1, 2009, the BOCES shall appropriate 2.00% of the payroll of members of the unit, as the same is determined as of June 30, 2009. 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 distributed based upon individual satisfactory performance evaluations of each administrator.

2. Effective January 1, 2010, the BOCES shall appropriate 1.00% of the payroll of members of the unit, as the same is determined as of December 31, 2009. 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 distributed based upon individual satisfactory performance evaluations of each administrator.

3. Effective July 1, 2010, the BOCES shall appropriate 2.00% of the payroll of members of the unit, as the same is determined as of June 30, 2010. The contracted salary increase shall be awarded based upon individual satisfactory performance evaluations of each administrator.

4. Effective January 1, 2011, the BOCES shall appropriate 1.00% of the payroll of members of the unit, as the same is determined as of December 31, 2010. The contractual salary increase shall be awarded based upon individual satisfactory performance evaluations of each administrator.

5. It is specifically understood and agreed by the parties that the above described salary distributions for the years 2009/2010 and 2010/2011, if any, shall be based upon the unit member's previous year performance evaluations.

6. Salary ranges for the years 2009/2010 and 2010/2011 are attached hereto as Appendix 1.

7. The parties agree that those unit members whose salary increases for the 2009/2010 and 2010/2011 school years are insufficient to meet the minimum of the applicable salary range as set forth in Appendix 1 shall be granted an additional salary increase as necessary to reach said range minimum. (During the term of this Agreement only, the annual cap on individual salary increases shall be suspended. Effective July 1, 2011, all individual salary increases shall be capped annually at 12.00%, inclusive of negotiated percentages and the system adjustments.)

8. In each of the two (2) fiscal years covered by this contract, salary increases shall be effective on July 1 and January 1, respectively, as set forth below in Article 3, § 3.3(9). Any unit member hired at a starting salary other than that set forth in Appendix 1 as the minimum for his/her particular title shall not be eligible for any applicable negotiated percentage increase until the January 1st or July 1st following the unit member's date of hire.

9. The salary ranges shall be increased as follows:

Effective July 1, 2009, the salary of unit members in effect on June 30, 2009 shall be increased by 2.00%; effective January 1, 2010, the salary of unit members shall be increased by 1.00%.

Effective July 1, 2010, the salary of unit members in effect on June 30, 2010 shall be increased by 2.00%; effective January 1, 2011, the salary of unit members shall be increased by 1.00%.

10. (a) Effective July 1, 2008 of the 2008-2009 school year, upon the achievement of career level status, unit members at grades eight (8), nine (9) and ten (10) were granted an additional base wage increase of \$3,000.00 and unit members at grades five (5), six (6) and seven (7) were granted an additional base wage increase of \$2,250.00; said increases were permanent "one-time" increases to the affected individuals' base wage. Unit members who subsequently achieve career level status shall be granted said additional base wage increase of \$3,000.00 or \$2,250.00, whichever is applicable.

(b) Effective September 1, 2009 of the 2009-2010 school year only, upon the achievement of career level status, unit members at grades eight (8), nine (9) and ten (10) shall be granted an additional base wage increase of \$3,000.00 and unit members at grades five (5), six (6) and seven (7) shall be granted an additional base wage increase of \$2,250.00; said increases shall be permanent "one-time" increases to the affected individuals' base wage. Unit members who subsequently achieve career level status shall be granted said additional base wage increase of \$3,000.00 or \$2,250.00, whichever is applicable.

Section 3.4 – Career Level Salary Program

1. A Career Level Salary Program was established for unit members. The program is described as follows:

(a) Salary minimums and career levels are set forth in Appendix 1. Grade assignments by job title are set forth in Appendix 2.

(b) During the term of this Agreement only, the annual cap on individual salary increases shall be suspended. Effective July 1, 2011, all individual salary increases shall be capped annually at 12.00%, inclusive of negotiated percentages and the system adjustments.

(c) Movement to the Career Level requires a minimum of four years of service in title at the Nassau BOCES.

(d) Movement to the Career Level Salary will be a performance-based decision by the Executive Director, subject to review by the District Superintendent (or his/her designee) and will be based on criteria described in the evaluation forms set forth in Appendices 3 and 4.

2. A unit member shall have the right to meet with the immediate Supervisor and/or the Executive Director, at the specific request of the individual, at the mid-point of the third year, and again at the mid-point of any future year if Career Level status has not been approved.

3. The fourth anniversary date of the effective starting date to the specific title shall be used as the effective date for Career Level salary, rather than July 1st following completion of the fourth year. However, the individual administrator shall be responsible for submitting to the Executive Director of Human Resources, no later than four months prior to the fourth anniversary date, a Request for Career Level Status form and a portfolio demonstrating the record of achievement in the position.

All unit members seeking career level status must submit their paperwork, including the Request for Career Level Status form and a portfolio demonstrating the record of achievement in the position, prior to their 4th anniversary date with Nassau BOCES in their specific title. If they do not meet that deadline, the unit member will not be eligible.

Section 3.5 - Doctoral Degree

Any unit member who has earned a Doctoral degree from an accredited university shall receive an annual stipend of \$1,200.00, which stipend shall not become part of the member's base salary.

Section 3.6 - Longevity

Annual longevity payments shall be made to unit members who have completed the following years of uninterrupted service as a BOCES administrator, as determined as of the anniversary date of the employee:

| | | <u>Year 1</u> | <u>Year 2</u> |
|----|------------------------|---------------|---------------|
| 1. | 7-9 years | \$ 583.00 | \$ 600.00 |
| 2. | 10-14 years additional | \$1,526.00 | \$1,572.00 |
| 3. | 15+years additional | \$2,174.00 | \$2,239.00 |

Section 3.7 - Review of Salary Determination

Any employee who feels aggrieved by his/her salary determination may apply directly to the District Superintendent of Schools for a review thereof, without first exhausting Steps 1 and 2 of the grievance procedure set forth below. The grievant shall specify in writing the basis of his/her objection to the merit salary determination and the time limitations set forth below in Step 3 of the grievance procedure shall be applicable. As an alternative, the grievant may confer directly with the District Superintendent concerning his/her objections.

Section 3.8 - Position Review Advisory Committee

A committee shall be established composed of three (3) unit members appointed by the ASSOCIATION and three (3) persons appointed by the District Superintendent of Schools to review responsibility levels, relative rankings of positions held by unit members, and/or placement of unit members in the salary ranges as defined in Appendix 1 attached hereto. Said review shall be initiated only upon request of a unit member. Such a committee shall submit its analysis and recommendations to the District Superintendent of Schools within twenty (20) days after being assigned an issue for review.

Section 3.9 - Mileage Allowance

Unit members who are required to drive their own automobiles in the performance of

their duties shall be compensated therefor at the mileage rate established by the Internal Revenue Service (IRS) that is in effect at the time the mileage is traveled.

ARTICLE 4 - SICK LEAVE

Section 4.1 - Rate of Accrual

A unit member whose appointment by the BOCES specifies an employment period of twelve (12) months duration in a fiscal year and who is in the employ of the BOCES on July 1 of any fiscal year shall be credited with eighteen (18) days of sick leave with pay as of that date. A unit member whose appointment by the BOCES specifies an employment period of less than twelve (12) months duration in any fiscal year and who is in the employ of the BOCES at the commencement of the school year shall be credited with fifteen (15) days of sick leave with pay as of the first day of the school year. A unit member who enters the employ of the BOCES after July 1, or in the case of persons whose appointment is of less than twelve (12) months duration, after the first day of the school year, shall be credited with paid sick leave on a pro rata basis.

While sick leave shall be credited to unit members in accordance with the above, administrators whose appointments entitle them to eighteen (18) days of sick leave shall be considered to earn such leave at the rate of 1.5 days per month of employment, or fraction thereof, during the fiscal year, and administrators whose appointments entitle them to fifteen (15) days of sick leave shall be considered to earn such leave at the rate of 1.25 days per month of employment, or fraction thereof, during the school year.

Section 4.2 - Accumulation of Sick Leave

Sick leave credited under Section 4.1 of this article and not used in any school year may be carried forward from year to year to a maximum accumulation of two hundred and fifty (250) unused days. Notwithstanding the foregoing, the maximum number of unused sick days payable at retirement shall be two hundred (200) days, as set forth in Section 4.3 of this article.

Section 4.3 - Retirement Adjustment

Upon retirement, as certified by the New York State Teachers' Retirement System, a unit member hired on or before June 30, 1981 shall be paid for unused accumulated sick leave up to a maximum of two hundred (200) days. No additional accumulation of sick days for pay purposes will occur, and employees hired on or after July 1, 1981 shall not participate in said benefit. Each unit member hired before June 30, 1981 shall, as of said date, be permanently vested with the number of sick days

accumulated as of that date. At retirement, the unit member shall be paid one (1) day's pay for every day of unused accumulated sick leave up to the maximum certified as of June 30, 1981. Notwithstanding the expiration of the within Agreement and subsequent agreements between the parties, the benefits established by this section shall be permanently vested for each employee, subject to the following:

In the event that, due to illness, a unit member uses any of said permanent vested accumulation of sick leave after June 30, 1981, the days so used shall be subtracted from the number of vested days. The unit member may thereafter replenish his/her vested unused accumulated sick leave balance up to the aforesaid June 30, 1981 vested amount by subsequent sick leave accumulation. However, in no event shall said accumulation for compensation purposes exceed the vested amount certified as of June 30, 1981.

All payments made for accumulated sick leave shall be made by the employer in the form of a non-elective Section 403(b) Internal Revenue Code account contribution for the benefit of the retiring employee.

Section 4.31 - Rate of Pay for Vested Sick Leave

The rate of compensation for vested sick days shall be the rate paid to the unit member at retirement, calculated at the per diem rate of 1/240th of the unit member's annual salary.

Section 4.4 - Major Medical Leave

Section 4.4.1 Other Medical Leave

Upon exhaustion of accumulated and credited sick leave, a unit member may be granted, by action of the BOCES in its sole discretion, leave with pay for a period of ninety (90) calendar days for any disabling injury or illness or any injury or illness requiring long-term hospital confinement. Leaves under this section for periods of less or greater duration of ninety (90) days may be granted in the sole discretion of the BOCES.

Section 4.4.2 On-the-Job Injuries

When an administrator is absent from employment and unable to perform his/her duties as a result of personal injuries occurring in the course of his/her employment, for which injury he/she is eligible to receive Workers' Compensation payments, as certified by the Workers Compensation Board, said administrator shall, for any period for which compensation payments are made, excluding the statutory waiting period,

be paid full salary for one hundred and ten (110) days so long as such administrator endorses over to BOCES all payments in lieu of salary made on the case by the Workers' Compensation insurance carrier. The foregoing benefit shall be paid for each separate and distinct injury suffered by the employee.

Section 4.5 - Loss of Benefit

Any unit member who is convicted of a job-related felony who is otherwise eligible for the sick leave payout benefit set forth in paragraph 4.3 above, or who is otherwise eligible for the payment of accumulated annual leave under §5.1 hereof, shall not be entitled to receive said award of sick/annual leave payouts.

ARTICLE 5 - LEAVES OF ABSENCE

Section 5.1 - Annual Leave

Unit members employed on a twelve (12) month basis shall be entitled to twenty-two (22) days leave with pay per calendar year to be taken as approved by the appropriate department head or his/her designee, consistent with the needs of the agency. Such annual leave shall be earned at the rate of 5.5 days for each three (3) months of employment from the anniversary date of employment, and may be accumulated from year to year, up to a maximum accumulation of forty (40) days.

All payments made for leave days shall be made by the employer in the form of a non-elective Section 403(b) Internal Revenue Code account contribution for the benefit of the retiring employee.

Section 5.2 - Personal Leave

Unit members shall be entitled to two (2) personal leave days each year upon at least two (2) days notice to the appropriate supervisor. Such personal leave shall not be cumulative, and unused personal leave days, or fractions thereof, shall not be carried forward from year to year.

At the conclusion of each school year, unit members will be permitted to convert any unused personal days to sick leave, provided that the contractual limitation on sick leave accumulation is not exceeded. Such conversions will be permitted for whole days only – no fractions.

Section 5.3 - Recess Days

Unit members shall be given up to a total of four (4) additional days off per year to be

taken during periods selected by the District Superintendent or his/her designee. Such recess days shall not be cumulative, and shall not be carried forward from year to year if unused. At the unit member's option, one (1) of his/her four (4) recess days may be converted to a personal day for his/her use.

Section 5.4 – Bereavement Leave

Unit members shall be entitled to a bereavement leave of one (1) day, except that in the event of a death in the immediate family, unit members shall be entitled to a bereavement leave of five (5) days. For purposes of this section, the term "immediate family" shall mean spouse, child, brother, sister, parent, substitute parent, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and domestic partners; in the case of domestic partners, eligibility shall be subject to the rules for verification of domestic partnership as required by the New York State Health Insurance Plan.

Section 5.5 – Professional Study Leave

Upon written request to the District Superintendent of Schools, a unit member who has completed seven (7) consecutive years of employment in the BOCES may be granted a professional study leave in the discretion of the BOCES. The BOCES shall grant, in each school year, two (2) such professional study leaves when, in the sole discretion of the District Superintendent of Schools, there are qualified applicants. A unit member granted a professional study leave shall be obligated to remain in the employ of the BOCES for a period of at least two (2) years after the completion of the leave. A unit member returning from a professional study leave shall be restored to his/her former position, and shall receive the same salary as though he/she had worked during the period of the leave.

A unit member on professional study leave shall be compensated at the rate of fifty percent (50.00%) of annual salary in the case of a full-year leave, or at full pay in the case of a half-year leave. However, a qualified unit member with fourteen (14) or more years of BOCES' service may, in the sole discretion of BOCES, be granted a full-year leave at full pay, provided that such unit member has not previously been granted a professional study leave.

In no event shall more than two (2) unit members be granted professional study leaves in any one year during the term of this Agreement.

Section 5.6 – Leave of Absence Without Pay

Unit members shall be permitted unpaid leaves of absence for good cause upon

written approval of the District Superintendent of Schools and ratification of the Board. Such leaves of absence without pay shall not exceed a period of one (1) year.

ARTICLE 6 – BENEFITS

Section 6.1 – Health Insurance

The BOCES shall provide to any unit member who wishes to enroll in, individual or family health insurance coverage pursuant to HIP, HMO, or the health insurance plan offered by the State of New York (at the time of execution of this Agreement, the "Empire Plan"), as designated by the individual administrator. Effective July 1, 2009, unit members shall annually contribute, via payroll deduction, a sum equal to twenty percent (20.00%) of the premium applicable to the health insurance coverage selected by the administrator. Effective April 1, 2003, domestic partner coverage shall be included for active employees during active duty.

Section 6.11 – Selection of Health Plan

Notwithstanding Section 6.1, BOCES shall have the unilateral right to change health insurance plans and/or carriers, or to self-insure the health costs of its employees, provided that the replacement plan, or self-insurance plan, grants substantially equivalent benefits, and provided further that there shall not be an increase in premium costs to unit members as a result thereof. In the event that the BOCES elects to change carriers, or to self-insure, it shall do so upon four (4) months prior written notice to the ASSOCIATION. The ASSOCIATION shall not have the right to consult with the BOCES concerning the proposed change.

Section 6.12 – Bonus for Waiver of Health Insurance

Unit members who, upon presentation of evidence of dual coverage and execution of an appropriate waiver agreement, voluntarily waive health insurance coverage for an entire fiscal year shall, following the conclusion of said fiscal year, receive a bonus payment equal to fifty (50) percent of the Board's share of the premium cost applicable to the coverage provided to the employee. Eligibility for a bonus based upon the premium for family coverage shall be limited to persons in the unit as of July 1, 2002, i.e., persons hired after July 1, 2002 shall not be eligible for a bonus based upon the family coverage premium. Unit members who changed from individual coverage to family coverage during the twelve (12) month period immediately preceding execution of this Agreement shall only be eligible for a bonus amount based upon the annual premium cost of individual coverage.

Unit members provided family health coverage who execute an appropriate waiver agreement, and who voluntarily change to individual coverage for an entire fiscal year, shall, at the conclusion of said fiscal year, receive a bonus equal to fifty percent (50.00%) of the difference between the cost to BOCES of family coverage and the cost to BOCES of individual coverage. Unit members hired after July 1, 2002, or who changed from individual coverage to family coverage on or after July 1, 2002 shall not be eligible for said bonus.

Bonus paid pursuant to Section 6.12 shall not become part of the unit members' base salary.

Subject to the insurance carrier's rules and regulations, employees who execute waivers pursuant to this Section 6.12 shall be permitted to rescind the waivers due to changes in personal circumstances, and to re-enter the health insurance plan, or to change back from the individual coverage to family coverage prior to the expiration of a full fiscal year. In such instances, however, no bonus payment shall be made regardless of the length of the waiver period.

Section 6.2 - Dental Insurance

BOCES shall extend to unit members dental insurance coverage which shall be the same as that provided to the NABCOT teacher unit pursuant to the teacher contract covering the period July 1, 2005 to June 30, 2009, with the same schedule of allowances and unit member contribution rates.

Section 6.3 - Group Term Life Insurance

The BOCES shall provide to each unit member who wishes to enroll, group term life insurance covering the life of each unit member in the amount of thirty thousand dollars (\$30,000.00). The BOCES shall provide an option for a unit member to purchase additional life insurance, solely at the unit member's expense, at the group rate paid by the BOCES insofar as this is permitted by the carrier of group term life insurance.

Section 6.4 - Tax Sheltered Annuities

Upon receipt of a duly executed payroll authorization prepared, signed and dated by the unit member, the BOCES shall deduct each month out of current wages payable to the unit member, the cost of monthly premiums for tax sheltered annuity plans which are in conformity with procedures approved by the BOCES.

Section 6.5 - Damage to Personal Property

If any unit member sustains damage or loss to any article of clothing or other personal property on the person of the administrator as a result of an assault and/or battery by a student, while the administrator is discharging his/her duties within the scope of his/her employment, such damage or loss shall be reimbursed by BOCTS pursuant to the following:

1. The assault and/or battery must be reported within five (5) school days of its occurrence to the unit member's supervisor, specifying the pertinent facts thereof together with a statement identifying the article damaged or destroyed and describing the nature of the damage.
2. In no event shall BOCTS be liable for any loss or damage in excess of three hundred dollars (\$300.00).

Section 6.6 - Direct Deposit Plan

Unit members may participate in BOCTS' Direct Deposit Plan

ARTICLE 7 - WORKING CONDITIONS

Section 7.1 - Length of Work Year

Unit members in the employ of the BOCTS, as of July 1, 1975, and who are covered under this Agreement as defined in Article 1, Section 1.2, shall have a work year of twelve (12) months duration for salaries payable under Article 3 of this Agreement. Unit members employed after July 1, 1975 may be, in the sole discretion of the BOCTS, appointed for a work year of less than twelve (12) months duration, with compensation and other benefits paid on a pro rata basis.

Section 7.2 - Flexible/Compensatory Time

1. For an activity that is required by a supervisor and approved by the executive director of the department, the first option will always be flexible time instead of compensatory time.
2. All overnight activities for which attendance is mandated by a supervisor shall be compensatory time.
 - (a) For weekend overnight activities, compensatory time will begin on Saturday morning. Up to a maximum of two (2) days of compensatory time

will be granted for weekend overnight activities.

(b) For weeknight activities that warrant overnight stays, up to a maximum of one-half day shall be granted for each night on which an overnight stay is authorized.

3. Applications for compensatory/flexible time that are made subsequent to the activity for which compensatory/flexible time is sought will not be accepted.

(a) A form along with an approval process to be used to apply for compensatory/flexible time will be developed by the administration. Submission of such form to the central office of the department must be done in advance of the activity date for which the employee is seeking compensatory/flexible time. The form must be submitted to the deputy superintendent no later than one week prior to the date of the activity for which the employee is seeking compensatory/flexible time. Approval by the deputy superintendent must be obtained.

(b) Time sheets must reflect both the flexible and compensatory time used. A code for flexible/compensatory time will be developed by the administration for use on time sheets.

4. Flexible and compensatory time earned by an employee must be taken in a block/amount of time equal to that authorized for the activity for which it was granted; therefore, it is not permissible for compensatory or flexible time earned on one occasion to be used intermittently by an employee. Further, flexible and compensatory time shall not be used interchangeably.

5. This provision will not be applied retroactively.

Section 7.3 - Examination of Personnel File

Upon request, a unit member shall be permitted to examine the contents of his/her personnel file, by appointment, upon at least two (2) days notice. The examination shall be made in the presence of the Executive Director of Human Resources or his/her designee. All items within the personnel folder relating to performance evaluation within BOCES must be shared with the unit member prior to inclusion in the personnel file. The unit member shall have the right to provide a written response to evaluation material and to have such response included in the personnel folder at his/her own request and cost, as well as the right to have copies of said evaluation material.

Section 7.4 - Legal Defense

The BOCES recognizes the provisions of Section 3023 and Section 3028 of the Education Law relating to the rights of administrators.

Section 7.5 - Temporary Appointments

When a unit member is temporarily appointed by the BOCES to a position in a higher salary grade (see Appendix 2), said appointee shall continue to receive the salary for the position held prior to the temporary appointment. However, should the temporary appointment to a position in a higher grade exceed three (3) months duration, the appointee shall receive the minimum salary range applicable to the temporary position if said minimum salary is higher than the appointee's regular salary. Should such temporary appointment be made to a new tenure area, it shall be made subject to law.

ARTICLE 8 - GRIEVANCE

Section 8.1 - Definition of Grievance

The term "grievance" shall mean a difference or dispute between the parties hereto with respect to the meaning, interpretation, or application of the terms and provisions of this Agreement.

The provision of Article 9 shall not be subject to this article

Section 8.2 - Grievance Procedure

All grievances shall be processed in the following manner.

Step 1:

A unit member who claims to have a grievance shall present his/her grievance to the administrator immediately responsible for the supervision of the grievant, in writing, within five (5) days after the grievance occurs, specifying the nature of the grievance, and requesting a conference to discuss it.

The immediate supervisor shall discuss the grievance with the unit member and shall make such an investigation as he/she deems appropriate.

Within ten (10) days after presentation of the grievance to the immediate supervisor, said supervisor shall make a decision and communicate same, in writing, to the unit

member who filed the grievance, to the Executive Director of Human Resources, to the unit member's department head or his/her designee, and to the President of the ASSOCIATION.

Step 2:

If the grievance is not resolved at the first step, the department head or his/her designee shall receive all records and reports relating to the grievance.

The unit member filing the grievance may request a review of the Step 1 determination by the department head or his/her designee. Said request for review shall be submitted, in writing, within seven (7) days after receipt by the unit member of the Step 1 determination. The Executive Director or his/her designee shall review the Step 1 determination and shall make a decision within twenty (20) days of receipt of the request for review. The ASSOCIATION shall have the right to present to the department head or his/her designee, a brief in which it outlines its views on the subject grievance. Such brief shall be submitted in writing, within seven (7) days after receipt of the Step 1 determination.

Step 3:

The unit member and/or his/her representative may request a hearing with the District Superintendent of Schools to review the determinations made at the first and second steps of this procedure. Such request must be submitted to the District Superintendent in writing, within seven (7) days after receipt by the unit member of the Step 2 determination. The office of the District Superintendent shall set a date for said hearing within seven (7) days of receiving the request, and shall notify appropriate individuals and the ASSOCIATION of such date. Said hearing shall take place within fourteen (14) days of receipt by the District Superintendent of the request for hearing. The District Superintendent shall submit a decision to the unit member and/or his/her representative within twenty (20) days after the conclusion of the hearing. The ASSOCIATION shall have the right to make oral or written presentations at the hearing, giving its views relative to the grievance.

ARTICLE 9 – BOARD FUNCTIONS

Section 9.1 – Managerial Rights

Nothing in this Agreement shall interfere with or abridge the exclusive right and responsibility of the BOCES and the District Superintendent of Schools to determine and administer the mission of the school system, and to operate the affairs and direct the work force of the BOCES and its divisions and subdivisions in all aspects,

including but not limited to the services to be rendered; the efficiency of operations; the methods, means and personnel by which such operations are to be conducted; the right to discipline, suspend or discharge for due cause; and to take whatever actions and issue rules, policies and regulations necessary to carry out these and all other managerial functions entrusted to it, except as expressly modified or restricted by a specific provision of this Agreement.

ARTICLE 10 - ASSOCIATION RIGHTS AND PRIVILEGES

Section 10.1 - Exclusive Representation

For the duration of this Agreement, the rights and privileges enumerated in this Agreement shall not be accorded to any other organization or individual seeking to represent administrators covered by this Agreement as defined in Article 1, Section 1.2.

Section 10.2 - Board Minutes

BOCES shall provide to the President of the ASSOCIATION copies of all minutes of public meetings of the Board. Minutes taken at executive sessions shall not be provided.

Section 10.3 - Proposals of Other Bargaining Units

Copies of all bargaining proposals submitted by other negotiating units recognized by BOCES, and whose memberships include personnel who work under the supervision of members of the ASSOCIATION, shall be provided to the President of the ASSOCIATION within a reasonable time after they are received by BOCES. The ASSOCIATION shall present its reaction to such proposals within a reasonable period of time after receipt of same.

ARTICLE 11 - MISCELLANEOUS

Section 11.1 - Labor-Management Committee


A Labor-Management Committee consisting of the ASSOCIATION President and two of his/her designees, and the Deputy Superintendent, the Executive Director of Human Resources and such other administrators designated from time to time by the District Superintendent, shall meet at mutually convenient times to discuss matters of mutual concern. Nothing contained herein shall in any way limit or otherwise impair the authority, responsibilities or obligations of the District Superintendent or the BOCES' Board.

ARTICLE 12 - COLLECTIVE NEGOTIATIONS

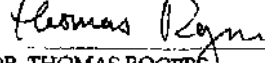
The parties acknowledge, and expressly agree, that all negotiable subjects have been discussed during the negotiations leading to this Agreement, and that except as otherwise provided herein, negotiations will not be reopened on any matter whether or not contained herein, during the term of this Agreement.

IN WITNESS WHEREOF, the parties have heretofore affixed their signatures, and executed this Agreement of the 9 day of March, 2010, at Garden City, New York.

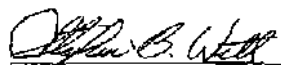
NASSAU BOCBS EDUCATIONAL ADMINISTRATORS ASSOCIATION

By:  Dated: 3/9/10
JOHN PICARELLO
President

BOARD OF COOPERATIVE EDUCATIONAL SERVICES OF NASSAU COUNTY

By:  Dated: 3/9/10
DR. THOMAS ROGERS
District Superintendent

BOARD OF COOPERATIVE EDUCATIONAL SERVICES OF NASSAU COUNTY

By:  Dated: 3/10/10
STEPHEN B. WITT
Board President

APPENDIX 1

**CAREER LEVEL SALARY PROGRAM
EDUCATIONAL ADMINISTRATORS
SALARY RANGE MINIMUMS**

| Educational Administrators | | MINIMUM | | | | CAREER LEVEL | | | | |
|----------------------------|--|-------------------|-------------------|-------------------|-------------------|--------------------|-------------------|-------------------|-------------------|-------------------|
| | | July '09- Dec '09 | Jan '10- June '10 | July '10- Dec '10 | Jan '11- June '11 | July '09- Sept '09 | Sept '09- Dec '09 | Jan '10- June '10 | July '10- Dec '10 | Jan '11- June '11 |
| 10 | Principal I | 124923 | 126172 | 128695 | 129982 | 146723 | 149723 | 151223 | 154244 | 155786 |
| 9 | Supervisor I | 116209 | 117371 | 119718 | 120915 | 136699 | 139699 | 141096 | 143918 | 145357 |
| 8 | Supervisor II, Prin II, Asst Principal | 106040 | 107100 | 109242 | 110334 | 125006 | 128006 | 129286 | 131872 | 133191 |
| 7 | Program Coordinator | 87157 | 88029 | 89790 | 90688 | 102523 | 104773 | 105821 | 107937 | 109016 |
| 6 | Asst Prog Coor, Prog Spec I | 79894 | 80693 | 82307 | 83130 | 94173 | 96423 | 97387 | 99335 | 100328 |
| 5 | Prog Spec II | 66820 | 67488 | 68838 | 69526 | 86546 | 88796 | 89684 | 91478 | 92393 |
| 4 | Prog Asst | 61736 | 62353 | 63600 | 64236 | 76843 | 76843 | 77611 | 79164 | 79956 |

APPENDIX 2

**SALARY GRADES ASSIGNED TO
EDUCATIONAL ADMINISTRATOR TITLES**

| GRADE | JOB TITLE |
|-------|---|
| 10 | Principal I |
| 9 | Supervisor I |
| 8 | Principal II Associate Principal Assistant Principal Supervisor II |
| 7 | Program Coordinator |
| 6 | Assistant Program Coordinator |
| 5 | Program Specialist |
| 4 | Program Assistant |

| |
|---|
| SCHOOL YEAR: 20__ - 20__ SUMMATIVE EVALUATION RATING <i>(check one):</i> <input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory |
|---|

EDUCATIONAL ADMINISTRATOR EVALUATION REPORT

Directions: Follow the guidelines on the reverse side of this form. Complete all information on this form. Attach copy of narrative evaluation statement. A satisfactory summative Evaluation Rating is required in order to receive a salary increase for the following year.

| | |
|--|-----------------------------------|
| NAME OF EMPLOYEE (PRINT OR TYPE) | NAME OF APPRAISER (PRINT OR TYPE) |
| TITLE OF POSITION/LOCATION | TITLE OF POSITION |
| STATUS (CHECK ONE): <input type="checkbox"/> Probationary <input type="checkbox"/> Tenured | |

AREAS OF FOCUS: (Some or all of the following areas may be considered as applicable)

1. Professional Knowledge and Growth - Has information needed to function as an educational leader; demonstrates professional growth by staying current in new trends and approaches in the field (including knowledge and application of technology) and by disseminating ideas and information to other professionals; uses evaluative information for improvement of performance.
2. Personnel Management and Leadership - Manages personnel effectively through activities such as delegating appropriately, encouraging personal and professional growth and leadership among staff, and effectively evaluating the job performance of subordinates; shows initiative, promotes and supports goals of the agency and the program.
3. Administration and Fiscal Management - Ability to plan, implement and evaluate programs; manages administrative and fiscal functions responsibly; fulfills assignments in timely and accurate manner.
- 4.* Instructional Management - Promotes improvement of instruction through activities such as monitoring student attendance and achievement, assisting teachers in designing learning experiences for students, encouraging the development of innovative instructional programs, and facilitating the planning and application of emerging technologies in the classroom/program.
- 5.* Student Management - Promotes positive student conduct by collaborating with faculty, parents, and agencies to develop and communicate guidelines for student conduct, and ensuring that the guidelines are observed fairly and uniformly.
6. Professional Conduct - Conducts oneself in an ethical and professional manner, decisions reflect sound professional judgment, and supports Board policy, procedures, and practice.
7. Communication - Ability to effectively communicate and collaborate with parents, public and non public schools, state and local agencies, and colleges and universities.
**May only apply to assignments in instructional settings*

| | |
|-------------------------|------------------------|
| SIGNATURE OF EMPLOYEE* | SIGNATURE OF APPRAISER |
| DATE OF POST-CONFERENCE | |

*THIS SIGNATURE INDICATES THAT THE REPORT WAS RECEIVED & REVIEWED. IT DOES NOT NECESSARILY DENOTE AGREEMENT. EMPLOYEE COMMENTS MAY BE MADE ON AN ADDITIONAL PAGE AND ATTACHED.