

**AGREEMENT**  
**BETWEEN**  
**THE MANHASSET UNION FREE SCHOOL DISTRICT**  
**- and -**  
**THE MANHASSET ADMINISTRATORS AND SUPERVISORS ASSOCIATION**

**July 1, 2020 - June 30, 2025**

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## **PREAMBLE**

The MANHASSET UNION FREE SCHOOL DISTRICT and the MANHASSET ADMINISTRATORS AND SUPERVISORS ASSOCIATION recognize that the development of education programs of the highest quality, for the benefit of the students and the community, is a common responsibility which can best be attained when each group appropriately utilizes the ability, the experience, creativity and judgment of the other.

## **AGREEMENT**

Pursuant to the provisions of Chapter 392 of Laws 1967 of the State of New York, this Agreement is made and entered into as of the 13<sup>th</sup> day of June 2022, by and between the MANHASSET UNION FREE SCHOOL DISTRICT and the MANHASSET ADMINISTRATORS AND SUPERVISORS ASSOCIATION.

## **ARTICLE I - RECOGNITION**

A. The District recognizes the Association for purposes of collective negotiations and agrees to negotiate with said Association as the exclusive representative of all Principals, Associate Principals, Assistant Principals, Directors, Assistant Directors, Supervisors, Coordinators, Administrator of Assessment and Data Analysis, and Dean of Students, and excluding all other Administrators, with respect to salaries, wages, hours, and other terms and conditions of employment and in the resolution of grievances arising thereunder.

### **B. TERMS**

1. The word "Association" as used in this Agreement shall mean the MANHASSET ADMINISTRATORS AND SUPERVISORS ASSOCIATION.

2. The word "Board" as used in this Agreement shall mean the BOARD OF EDUCATION OF THE MANHASSET UNION FREE SCHOOL DISTRICT.

3. The word "Administrators" shall mean all certified and/or legally employed members of the bargaining unit.

## **ARTICLE II - STATUS, RIGHTS AND PRIVILEGES OF THE ASSOCIATION**

### **A. ASSOCIATION TIME**

Duly designated representatives of the Association shall be free to transact official Association business directly related to the administration of the Agreement on school property during the school day, providing there is no interference or conflict with these representatives' responsibilities and duties. The Association shall certify to the District the names of its authorized representatives (and their alternates, if designated) and the District shall recognize no others.

### **B. ASSOCIATION COMMUNICATION**

The Association may post notices of its legitimate activities on a faculty bulletin board in each school building. The Association may use the District mail service and administrator mailboxes for communications to administrators.

### **C. SCHOOL FACILITIES**

Subject to reasonable procedural requirements, the Association and its representatives are entitled to use school buildings for meetings and shall have access to the District typewriters, duplicating machines, audio-visual equipment and computer time. All extra costs incurred in the operation and use of consumable items and equipment will be defrayed by the Association.

### **D. DUES DEDUCTIONS**

Subject to reasonable procedural requirements, unit members may sign and deliver to the District assignments authorizing deductions of membership dues and assessments of the Association and the organization with which the Association is associated or affiliated.

### **E. NOTICES**

When a unit member is hired, promoted or transferred into or within a position within the unit, the District will notify the Association in writing, giving name, address, position,

rate of pay, certification status and assignment. A list of all salaries for members will be provided to the Association by November 1 of each year.

### **ARTICLE III - FILES AND EVALUATIONS**

#### **A. PERSONNEL FILES**

An Official Personnel File will be maintained in the Superintendent's Office for each unit member. This file will be divided into two sections. One section will contain confidential information received from school placement offices, previous employers or other references. The second section will contain all other material to be included in the Official File, such as official evaluations and correspondence from members of the community.

This second section will be subject to review and response by the unit member involved. No material adverse to a unit member will be placed in the second section of the Official File unless the unit member has prior notice thereof. Any response filed by a unit member after reviewing same must also be included in the file, but no implication of any kind shall be drawn from failure to make such response. When a unit member requests a review of his/her Official File, such review will, under normal conditions, take place within a period of ten (10) days. Subject to reasonable procedural requirements, a unit member shall have the right to review his/her Official File during the normal school day in the presence of a member of Central Administration and to request a copy of any document in the file.

#### **B. EVALUATION**

1. A unit member shall receive notice of the District's intention not to reappoint him/her, and thereby terminate him/her from the District's employ, by April 15.

2. The Association and the District shall establish a joint committee, which will exist under the direction of the Assistant to the Superintendent or the Superintendent's designee, to formulate a new evaluative procedure which will be tied to student learning.

3. Members of MASA acknowledge that their direct supervisor will complete their evaluations. However, given the nature of these positions, they further acknowledge that their immediate supervisor may collect information from other administrators in the District.

The direct supervisor may, at his or her discretion, include this information in evaluations that they prepare. The information obtained from other administrators will also be included in all evaluative discussions.

#### **ARTICLE IV - GRIEVANCE PROCEDURE**

##### **A. PURPOSE**

It is the policy of the Board and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlement at any stage shall bind the immediate parties to the settlement but shall not be precedent in a later grievance proceeding.

##### **B. DEFINITIONS**

1. A "grievance" shall mean a complaint by an employee or group of employees in the bargaining unit that there has been as to him/her or to them a violation, misinterpretations, or inequitable application of any of the provisions of this Agreement between the DISTRICT and the ASSOCIATION.

2. An "Administrator" is any person in the unit covered by this Agreement.

3. An "aggrieved party" is the Administrator or group of Administrators who submit a grievance or on whose behalf it is submitted, the Association, or (when it submits a grievance) the Board.

##### **C. SUBMISSION OF GRIEVANCE**

1. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally with his/her immediate supervisor.

2. Each grievance shall be submitted in writing on a form approved by the Board and the Association and shall identify the aggrieved party, the provision of this Agreement involved in the grievance, and the time when and the place where the alleged events or conditions constituting the grievance existed, and, if known, the identity of the person

responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.

3. A grievance shall be deemed waived unless the subject matter or the question involved has been called to the attention of the District in writing within thirty (30) school days after the aggrieved party knew or should have known of the events or conditions on which it is based. The period may be extended by mutual agreement.

4. (a) An Administrator or group of Administrators may submit grievances which affect them personally and shall submit such grievances to the Superintendent.

(b) The Association may submit any grievance on behalf of an aggrieved party. It shall be submitted directly to the Superintendent of Schools.

(c) The District shall present grievances to the President of the Association.

D. GRIEVANCE PROCEDURE

1. The Superintendent or his/her designated representative shall, upon request, confer with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties a written statement of his/her position with respect to it no later than two (2) weeks after it is received by him/her.

2. Within two (2) weeks after receiving a grievance from the Board, the President of the Association shall, upon request, confer with the Superintendent of Schools and shall deliver to the Superintendent of Schools a written statement of the position of the Association with respect to the grievance.

3. In the event the Association or the Board is not satisfied with the statement of the other with respect to the grievance, it may, within fifteen (15) days after receiving the statement, refer the grievance to arbitration by requesting that the American Arbitration Association propose the names of seven (7) arbitrators. A copy of such request shall be forwarded to the Superintendent of Schools or the President of the Association.

E. ARBITRATION

1. Upon request of the names of the proposed arbitrators, a designee of the Superintendent and the Association shall strike names from the list until one ultimately is designated as the arbitrator.

2. The arbitrator's decision will be in writing and will set forth his/her findings, reasoning and conclusions on the issue submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of the Agreement. The arbitrator shall have no power to alter, add to or detract from the provisions of the Agreement. However, his/her decision with respect to this Agreement will be binding on all parties.

3. The cost for the services of the arbitrator will be borne equally by the Board and the Association.

4. The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available, to the extent permitted by law.

F. ALTERNATE PROCEDURE

Any employee represented by the Association may process grievances in accordance with the procedure set forth in Article 16 of the General Municipal Law.

**ARTICLE V - WAGES**

A. WAGES

1. (a) The annual base salary for Lauren Tallarine as Coordinator of Mathematics shall be as follows: effective 7/1/20: \$140,000; effective 7/1/21: \$145,000. Effective 7/1/22, Ms. Tallarine's annual base salary shall be increased by 1.5%; effective 7/1/23, Ms. Tallarine's annual base salary shall be increased by 1.5%; effective 7/1/24, Ms. Tallarine's annual base salary shall be increased by 2%.



(b) The annual base salary for Adam Kuranishi as Administrator of Assessment and Data Analysis for the period 7/1/20 through 6/30/21 shall be \$115,000. The annual base salary for Ryan Aliperti as Administrator of Assessment and Data Analysis shall be as follows: effective 7/1/21: \$125,000; effective 7/1/22: \$135,000; effective 7/1/23, Ms. Aliperti's annual base salary shall be increased by 1.5%; effective 7/1/24 Ms. Aliperti's annual base salary shall be increased by 2%.

(c) The annual base salary for Teresa McGrath as Coordinator of Science, Technology and Health Education shall be as follows: effective 7/1/20: \$135,000; effective 7/1/21: \$140,000; effective 7/1/22: \$145,000; effective 7/1/23: \$150,000; effective 7/1/24: \$155,000. Ms. McGrath shall not be eligible for salary percentage increases noted in sub-paragraph (e) below.

(d) Effective 7/1/20, the base salary for Assistant Principal Brian Nolan shall be increased by \$10,000.

(e) Except for unit members noted in sub-paragraphs (a) through (c) above, the annual base salaries for all other unit members shall be increased as follows:

Effective 7/1/20: 0%

Effective 7/1/21: 1.5%

Effective 7/1/22: 1.5%

Effective 7/1/23: 1.5%

Effective 7/1/24: 2%

(f) Unit members who attain a doctoral degree (i.e., Ed.D. or Ph.D.) while a member of this unit shall receive a one-time adjustment of \$2,500 which will be added to base salary, effective with the start of the next fiscal year following attainment of the degree.

B. ASSOCIATE PRINCIPAL

Upon the recommendation of the Superintendent, the Board may appoint any Assistant Principal on staff to the position of Associate Principal. In the event that such appointment is made, the individual appointed Associate Principal shall receive a stipend of \$4,000.00. The individual appointed to this position will maintain his/her tenure and seniority as Assistant Principal. Nothing in this paragraph shall be construed to permit the creation of any administrator positions other than at the sole discretion of the Board.

C. PAY PROCEDURES

1. The District will deduct amounts authorized by individual unit members from their pay and remit the amounts deducted to unit members' accounts in the Nassau Educators Federal Credit Union within five (5) days of payday.

2. The District shall provide for optional choice of carrier for tax-sheltered annuities.

D. MILEAGE RATE

Reimbursement for use of private cars for school business or for transportation to educational meetings is made at the rate approved by the Internal Revenue Service.

E. I.R.C. SECTION 125 PLAN

The District has implemented an I.R.C. Section 125 Plan, which permits unit members to pay for portions of their health insurance premiums with pre-tax dollars. It is understood that before the pre-tax contributions are implemented, any employee making such contributions shall first agree in writing to indemnify and save the District harmless against any and all claims and/or liabilities, including fees, that arise out of or by reason of action taken or not taken by the District for the purpose of complying with this Section.

F. LONGEVITY

Unit members who have completed ten years in this bargaining unit as of June 2021 and beyond shall receive \$2,000, not added to base salary. Such unit members shall

receive \$1,000, not added to base salary, after completing 11, 12, 13, and 14 years in this bargaining unit. Upon completion of 15 years in this bargaining unit, unit members shall receive a one-time payment of \$2,000, not added to base salary, which payment shall not be continued for subsequent years of service. Payment shall be at the end of each school year in June. The parties agree that there shall be no retroactive longevity payments. However, unit members who will have completed 11, 12, 13, or 14 years in this bargaining unit as of June 30, 2021 shall receive a \$2,000 payment, not added to base salary, in June 2021, and \$1,000 longevity payments, not added to base salary, upon completion of each subsequent year until they have completed 15 years in this bargaining unit. Upon completion of 15 years, such unit member shall receive the final longevity payment of \$2,000, not added to base salary. Unit members who will have completed 15 or more years in this bargaining unit as of June 30, 2021 shall receive a one-time payment of \$2,000, not added to base salary.

G. MENTORS

Unit members who apply and are assigned to mentor an administrator new to the Manhasset School District shall meet with their mentee at least once weekly for one school year and will submit a timesheet in June identifying meeting dates and times. The stipend for mentors shall be the same as the mentor stipend in the Manhasset Education Association (“MEA”) agreement, and shall be paid at the end of the school year.

H. STIPEND

A unit member who serves as the coordinator of secondary school extra-curricular activities shall receive a stipend in the amount of \$10,000 per year. Said coordinator position shall not be deemed exclusive MASA work, but MASA unit members shall have first priority for appointment to this position, following consultation between the Superintendent and the MASA President.

I. GRADUATION AND FROLIC

Unit members who participate in cap and gown at the high school graduation ceremony and supervise the Frolic that evening, remaining until the end of the Frolic shall be entitled to work one less day during the immediately succeeding summer. Nothing herein shall eliminate the requirement set forth in Article IX.C that administrators work the full week (five days) prior to the beginning of school.

ARTICLE VI - DIFFERENTIAL

A. Unit members who perform duties outside the MASA unit member's area of supervision shall be paid at the rate of \$80.00 per hour for such duties.

B. In the event a MASA member is requested to interview candidates during July or August (except for the last week in August), he or she may, in lieu of utilizing a full work day, be paid at the rate of \$80.00 per hour with a minimum of three hours in that day. This assignment may be made at the District's discretion and subject to reasonable notice. No member will submit for this payment unless previously authorized by his/her immediate supervisor.

C. Unit members supervising teachers at the following non-curricular-related activities shall be compensated at a rate ten percent higher than the hourly rate paid to teachers as noted in Schedule C, Class VIII of the Manhasset teachers' agreement ("MEA agreement"):<sup>1</sup> Middle School: Halloween Party, and four additional evening social activities per year; High School: the Grade 9 and Grade 10 Dances, Junior Prom, Senior Prom, Homecoming activities; and additional events for all grades as pre-approved.

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<sup>1</sup> \$205.59 for six hours. Accordingly, the current MEA hourly rate is \$34.27. Thus, the hourly rate for MASA unit members is currently \$37.69 ( $\$34.27 \times 110\% = \$37.69$ ). The MASA hourly rate will increase if and when the MEA hourly rate increases.

## **ARTICLE VII - LEAVES**

### **A. SICK LEAVE**

Each employee will receive unlimited annual sick leave for short-term illnesses.

### **B. CRITICAL ILLNESS OR DEATH IN THE IMMEDIATE FAMILY**

Absence with pay will be allowed for each critical illness or death in the immediate family. Critical illness means illness which the attending physician certifies in writing that he/she considers sufficiently critical to require the staff member's presence at the bedside. Immediate family means: husband, wife, children, stepchildren, and any other member of the same home; father and mother; brothers and sisters; grandfathers and grandmothers; uncles and aunts; father-in-law and mother-in-law; brothers-in-law and sisters-in-law; step-parent; step-sibling. A bereavement day will be allotted for the death of a cousin, niece or nephew.

Up to a maximum of five (5) days' absence with pay will be allowed when critical illness or death involves one of the above. Upon consultation with the staff member, the Superintendent will determine the specific number of days to be allowed. His/her decision shall be based upon the degree of responsibility of involvement of the staff member and the distance from his/her home. The five (5) day maximum may be extended at the discretion of the Superintendent in unusual circumstances.

### **C. EMERGENCIES**

Absence with pay may be allowed by the Superintendent upon application for reasons of adverse weather conditions or other emergencies.

### **D. PERSONAL HEALTH AND FAMILY HARDSHIP LEAVE**

Upon the recommendation of the Superintendent, the Board may permit members of the professional staff to take leaves not in excess of one (1) year in length for rest, restoration of health, or the alleviation of extreme or unusual hardship involving themselves or their immediate families.

In considering whether to recommend leaves for rest, the Superintendent shall take the following factors into account and shall report them to the Board when recommending such leaves:

1. Length of time staff member has served in the District.
2. Benefit which would result for the District.
3. Expectation of the unit member to return to the District.

Any person granted such a leave shall be paid fifty (50%) percent of his/her salary during the period of his/her leave.

E. CHILD CARE LEAVE

Child care leave may be taken for up to two (2) years. In such event, the time of the return of the unit member will coincide with the start of the school semester, i.e., either at the opening of school in September or at mid-year. To be eligible for additional child care leave, the unit member must return to duty for at least one (1) year after having taken child care leave.

F. JURY DUTY

Unit members required to serve on jury duty during work time shall receive their regular pay for all time served on jury duty. Any monies received from the courts for their services will be turned over to the District.

G. CONFIDENTIAL LEGAL AND MEDICAL ABSENCES

Absence with pay will be allowed for legal transactions such as court appearances, house closings, etc., and for other legal or medical transactions of a confidential nature. The District may, in its discretion, require a brief explanation for such absences. One day's absence shall be allowed for attendance at a child's high school or college graduation, or for attendance at a wedding in the immediate family. Two days' advance notice in writing of such absence will be made to the Superintendent.

H. MINI-LEAVES

Mini-leaves, i.e., full pay for periods of less than one (1) semester, but for at least one (1) week, may be granted for specific purposes to be determined by the Superintendent.

I. PERSONAL DAYS

Each member will be entitled to four (4) days personal leave per year. These days shall not accumulate from year to year. The employee shall request such days on a form, a copy of which is attached. The reason must be given for each day requested. However, this request is not deniable. Whenever possible, 48 hours notice will be given.

J. LONG TERM DISABILITY

1. In the event of an extended illness, regardless of when in the calendar year it occurs, the unit member will receive full pay for the first one hundred and eighty (180) school days (hereafter referred to as "180 day benefit"). The unit member is required to submit all requested documentation in support of such extended illness, including, but not limited to, a comprehensive physician's statement identifying the specific illness which requires such extended absence and the physician's best medical judgment as to the duration of such extended illness. For non-tenured unit members whose start date in the unit is on or after July 1, 2020, this shall be the full extent of their long term disability benefit until they attain tenure.

2. Non-tenured unit members who were members of this unit prior to July 1, 2020 and tenured unit members with fewer than 15 years' District service who continue to be unable to perform the essential functions of their job with or without reasonable accommodations due to such extended illness beyond the 180 school days, may apply for a disability benefit, in accordance with the following:

Years of District Service

Fewer than 15 years:

Disability Benefit

66% of base salary at the time of injury  
or disability to age 55

15 years or more:

75%, of base salary at the time of injury  
or disability to age 55

The District shall have the option to provide the disability benefit via insurance.

3. In order to apply for this contractual disability benefit, a unit member must submit a letter from his/her treating physician identifying the specific illness or injury which renders the unit member disabled, and stating the physician's best medical judgment as to the duration of such disability. In addition, the treating physician must complete and submit to the District the Confirmation of Disability Form, providing all requested information and certifying that the unit member is unable to perform the essential functions of his/her position with or without reasonable accommodations. A copy of the Confirmation of Disability form is annexed as Attachment A.

4. Upon receipt of the documents noted above, the Superintendent or designee shall determine if the application for disability benefit shall be granted. As a condition of receiving the disability benefit noted in subsection 2 above, the unit member shall provide the District with a signed release permitting the District access to all medical reports relating to the continuation of the disability, including, but not limited to, information submitted to the New York State Teachers Retirement System ("TRS"). Examples include, but are not limited to, the TRS report of its Independent Medical Examiner and periodic updates to the TRS Confirmation of Disability form from the unit member's physician(s).

5. A unit member who recovers from an extended illness or disability shall have the right to return to his/her regular assignment within three years of the date the extended illness was determined to exist. If the unit member recovers from an extended illness after such three year period, he or she will be given priority consideration for re-employment. Disability payments shall cease if a unit member takes a similar position in another school district.

6. A unit member receiving the disability benefit shall apply for retirement benefits when first eligible, and shall promptly notify the District of such application and the subsequent



determination by the retirement system. However, a unit member receiving disability pay and who is eligible to retire need not retire within the first two years of extended illness. All retirement benefits, including any Social Security and pension benefits, shall be offset against the disability payments.

7. Failure to comply with the requirements above will result in termination of the disability benefit by the District.

8. Nothing herein shall limit the District's right pursuant to Education Law section 913 to direct the unit member to submit to a medical examination at any time.

9. A unit member aggrieved by a determination to deny or terminate this contractual disability benefit shall have the right to grieve said determination in accordance with the provisions of the Grievance Procedure set forth in Article IV of this Agreement.

## **ARTICLE VIII - INSURANCE**

### **A. HEALTH INSURANCE**

1. Active unit members and their eligible dependents, including domestic partners (in accordance with NYSHIP regulations), shall be eligible for health and dental insurance provided for by the District. Unit members with a start date on or after July 1, 2020 shall contribute 24% of the cost of the health insurance premiums. All other unit members shall contribute toward the health insurance premium in accordance with the following schedule:

Effective 7/1/20: 20%

Effective 7/1/21: 20.5%

Effective 7/1/22: 21.5%

Effective 7/1/23: 22.5%

Effective 7/1/23: 24%.

2. a. The vesting period for health insurance rights for members of this bargaining unit shall be seven (7) years of continuous service in the District.

b. Unit members who have vested health insurance rights at the time of their retirement from the Manhasset Public Schools, who are eligible to retire pursuant to the rules of the New York State Teachers Retirement System ("NYSTRS"), and who give written notice of retirement by December 15<sup>th</sup> immediately preceding their effective retirement date the following

June 30<sup>th</sup> shall contribute toward their health insurance premium in retirement in accordance with Schedule A below.

#### **SCHEDULE A**

<b>Years of Service</b>	<b><u>Guaranteed Fixed</u> Contribution Rate</b>
7 yrs. but less than 10 yrs.	Active contribution rate immediately prior to effective date of retirement
10 yrs. but less than 15 yrs.	17%
15 yrs. but less than 20 yrs.	14%
20 yrs. or more	12%

Unit members who fail to provide the required notice or who do not retire effective June 30<sup>th</sup> are ineligible for the guaranteed fixed contribution rate in retirement noted in Schedule A above, and shall instead be subject to increases in contribution rate for active unit members.

c. Notwithstanding the provisions of subsection b above, unit members (i) with a minimum of seven years of continuous District service, and (ii) who were members of this bargaining unit as of June 1, 2020, and (iii) who retire when first eligible to retire without penalty pursuant to the rules of the New York State Teachers Retirement System (“NYSTRS”), and (iv) who give written notice six months prior to their effective date of retirement, and unit members who meet requirements (i), (ii) and (iv) of this subsection and retire on June 30<sup>th</sup> after giving notice by December 15<sup>th</sup> shall contribute to their health insurance premium in retirement in accordance with Schedule B below. This subsection shall sunset effective June 30, 2025.

d. The work year for a unit member who is eligible to retire pursuant to the provisions of subsection c above who chooses an effective retirement date other than June 30<sup>th</sup> shall be as defined in Article IX.D (“Work Year”).

## SCHEDULE B

<u>Years of Service</u>	<u>Guaranteed Fixed Contribution Rate</u>
7 years, but less than 10 years	Active contribution rate immediately prior to effective date of retirement
10 years but less than 15 years	15%
15 years but less than 20 years	12%
20 years or more	10%

Unit members who fail to meet all the requirements (i), (ii), (iii) and (iv) above, or (i), (ii) and (iv) as applicable to their intended retirement date, are ineligible for the guaranteed fixed health insurance contribution rate in retirement noted in Schedule B above and shall instead be subject to increases in contribution rate for active unit members.

d. In all cases, the retiring unit member shall be provided a written contract confirming the specifics of the retiring unit member's health insurance contribution, fixed or variable rate, as applicable.

3. The District shall have the option to select an alternative carrier which can provide benefits comparable to the Empire Plan at the time of the change, upon thirty (30) days' notice to the Association. In the event there is any issue or dispute between the District and the Association as to the comparability of the alternative carrier's plan, either party may submit the issue to arbitration, within such thirty (30) days, in accordance with the procedures of Article IV D. and E. of this Agreement. In the event that the matter is submitted to arbitration, the District shall not change carriers until the arbitrator has ruled.

4. The District may also provide optional health maintenance plans at a cost not to exceed its cost for the Empire Plan under Article VIII.A.1 above or an alternative equivalent plan selected pursuant to Article VIII.A.3 above.

5. As soon as practicable, the District may also offer an optional health insurance package, the full cost of which is no greater than the District's then-current contributions for individual and family coverage for the Empire Plan or its equivalent under Article VIII.A.3

above. Participating unit members shall share forty (40%) percent of any cost savings which may inure to the District, as provided in sections 6, 7 and 8 below.

6. Unit members who, during the life of this Agreement, withdraw entirely from coverage paid in any part by the District, or who reduce their coverage from family plan to individual plan, shall receive a declination payment, provided they remain uncovered by such plan or higher cost plan for a period of twelve consecutive months. The declination payment shall be \$4,000 for unit members eligible for family coverage, or \$2,500 for unit members eligible for individual coverage who withdraw entirely from District coverage. Declination payment for unit members who reduce from family coverage to individual coverage while remaining eligible for family coverage shall be \$2,500. Declination payments shall be made during December following the end of the twelve month period, and shall be made annually each twelve months thereafter, provided the unit member remains uncovered under the District's plan. Nothing contained herein shall preclude a unit member from re-entering the plan or resuming family coverage in accordance with the carrier's rules within the twelve month period, provided, however, that in the case of a unit member who re-enters in less than twelve months, no declination payment shall be made.

7. Members of the unit may elect a plan no more frequently than once every six (6) months, with the exception that they may elect the Empire Plan with Enhancements or its equivalent under paragraph 3 at any time. The foregoing is subject to any restrictions of the carrier and of the Empire Plan or equivalent.

8. Members of the unit who elect a plan pursuant to which they may be eligible to receive a portion of the District's cost savings, shall qualify for such payment provided that they remain in that plan for a period of twelve (12) consecutive months. Such payments shall commence during the December first following the end of the twelve (12) month period and shall be made annually each twelve (12) months thereafter, provided the member remains in the lower cost plan and the plan continues to generate premium savings. Nothing contained herein shall preclude a unit member from changing plans as allowed in paragraph 7 of this section, provided, however, that in the case of a member who changes plans in less than twelve (12) months, no payment shall be made.

9. The parties agree that as a participating agency in the New York State Health Insurance Program ("NYSHIP"), the District is obligated to comply with all NYSHIP rules and regulations.

B. DENTAL INSURANCE

1. The District shall pay 85% and each unit member shall pay 15% of the cost of the member's individual or family dental plan.

2. Dentists in the Plan will accept payment in full according to the new schedule, i.e., maximum of \$1,500 per person.

3. At the District's discretion, a member may purchase the current dental plan coverage during retirement.

4. The District shall solicit requests for proposals for a self-insured dental plan, with the goal of providing an enhanced plan to participants, effective July 1, 2017.

C. LIFE INSURANCE

The District shall provide life insurance for each unit member at two hundred (200%) percent of each unit member's annual salary. Such insurance shall be at no cost to unit members.

D. 403(b) CONTRIBUTION

Effective with the 2020-21 school year, the District will make an annual, non-elective employer contribution to each unit member's 403(b) account in the amount of 1.5% of each unit member's current base salary. Such payment shall be made on or about May 15 each year. Unit members who begin employment on or after September 1 shall have this benefit pro-rated.

It is understood that employees agree to indemnify and save the District harmless against any and all claims and/or liabilities, including fees, that arise out of or by reason of action taken or not taken by the District for the purpose of complying with this Section.

**ARTICLE IX - WORK YEAR**

A. The work year for members of the unit shall be in accordance with the following:

Dean of Students.....195 days

District Coordinators.....201 days

Administrator for Assessment and Data Analysis.....	201 days
Director of Physical Education, Health and Interscholastic Athletics.....	206 days
Director of Fine and Performing Arts.....	206 days
Principals.....	212 days
Associate and Assistant Principals.....	212 days
Director of School Counseling Services.....	212 days
Director of Instructional Technology and Libraries.....	212 days
Assistant Director of Special Education.....	212 days
Director of CPSE and Elementary Special Education Programs and Pupil Personnel Services.....	212 days
Director of Secondary Special Education Programs and Pupil Personnel Services.....	212 days
Director of ELA and Reading K-12.....	212 days
Director of Mathematics and Business.....	212 days

B. The work year for any other titles in the unit shall not be less than 210 days, regardless of the length of the teacher work year.

C. For all positions, five of the work year days must include the full week before the beginning of school.

D. Unit members who retire pursuant to Article VIII.A.2.c with an effective retirement date other than June 30<sup>th</sup> shall be required to work the specific number of work days above the teacher work year as noted above for his/her position during the summer months of the school year of retirement.<sup>2</sup> Should the unit member be unable to fulfill this workday requirement, during the summer months of the school year of retirement for whatever reason, the number of required days not worked shall be deducted from the final salary payment on a per diem basis. The per diem rate

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<sup>2</sup> Upon request, and in accordance with the provisions of Article VII.j, such unit member may use up to two personal days, which will not be deducted from the unit member's salary at the time of retirement.

shall be determined by the unit member's salary in effect at the time of retirement divided by the number of work days in the work year for the unit member's title.

#### **ARTICLE X - CONFORMITY TO LAW**

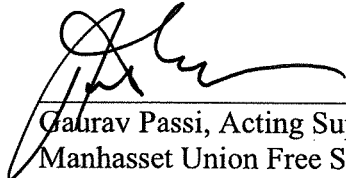
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

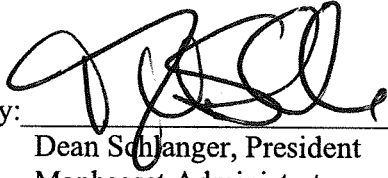
#### **ARTICLE XI - DURATION**

This Agreement shall be effective July 1, 2020 for a period of four years up to and including June 30, 2025. Negotiations for a successor agreement will commence upon request of either party any time after February 15, 2025.

#### **AGREED**

Dated: June 13, 2022  
Manhasset, New York

  
Gaurav Passi, Acting Superintendent  
Manhasset Union Free School District

By:   
Dean Schlanger, President  
Manhasset Administrators and Supervisors  
Association