

MEMORANDUM OF AGREEMENT

WHEREAS, the Board of Education of the Manhasset Union Free School District ("District") and the Manhasset Administrators and Supervisors Association (the "Association") are parties to a collective bargaining agreement effective July 1, 2020 through June 30, 2025 (the "CBA"); and

WHEREAS, the job title of Director of CPSE, Elementary Special Education & Pupil Personnel Services is part of the bargaining unit exclusively represented by the Association; and

WHEREAS, the current incumbent of the Director of CPSE, Elementary Special Education & Pupil Personnel Services position has recently submitted notice of her resignation from the District; and

WHEREAS, the District has identified a qualified individual, Ms. Susan Kosser, who is able to fill said position on an interim basis while a search for a permanent replacement is conducted; and

WHEREAS, the authorized representatives of the District and the Association have negotiated in good faith with respect to the terms and conditions by which Ms. Kosser will be employed as the interim Director of CPSE, Elementary Special Education & Pupil Personnel Services;

NOW THEREFORE, it is understood and agreed by all parties:

1. During her period of employment with the District in the capacity of interim Director of CPSE, Elementary Special Education & Pupil Personnel Services, Ms. Kosser will receive per diem compensation in the amount of \$800 per full day worked, subject to ordinary tax and Social Security deductions and any other withholdings required by law.
2. Except for statutorily required benefits, such as Workers Compensation and FICA deductions, Ms. Kosser shall not be eligible to receive any fringe benefits during her employment with the District in such capacity.
3. In such capacity, Ms. Kosser will not be eligible for any benefits provided by the CBA, including but not limited to District-sponsored insurance coverage, health insurance declination payments, sick leave and all other forms of paid leave, personal days, long-term disability benefits, and 403(b) contributions.
4. In such capacity, Ms. Kosser will not be eligible to receive stipends for extra-curricular activities beyond the normal job duties of the Director of CPSE, Elementary Special Education & Pupil Personnel Services position.
5. The District, in its discretion, may allow Ms. Kosser a work schedule and work year different than that specified in Article IX of the CBA.

Legal Limitations

6. Except as specifically set forth herein, this Agreement shall not be construed as a modification of the CBA in effect between the parties or any practices which may exist as between them.
7. This Agreement constitutes the full agreement between the parties with regard to the matters described herein and supersedes any and all prior and/or contemporaneous proposals, oral or written, understandings, representations, conditions, or covenants between the parties relating to

the subject matter of this Agreement. This Agreement, including this paragraph, may only be modified by a written agreement executed by all parties.

8. The parties agree that the terms of this Agreement shall not be precedent setting and are not intended to establish any practice whatsoever between the parties. This Agreement shall not be utilized by any party in any grievance, arbitration, or claim of any kind, nor shall it be introduced in any forum except as necessary to enforce the terms of this Agreement.
9. In the event that any provision of this Agreement is held by any court of competent jurisdiction to be illegal or invalid, the remaining provisions of this Agreement will be valid and enforceable as written, and the illegal or invalid provisions will be reformed to the extent possible to be consistent with the other terms of this Agreement. If the illegal or invalid provisions cannot be reformed, they will be deemed to not be a part of this Agreement.
10. This Agreement may be executed electronically and/or in counterparts, each of which will be deemed an original document and will, together, be deemed to be one and the same instrument.
11. This Agreement is subject to and contingent upon formal review, approval, ratification and execution by the Board of Education. In the event that the Board of Education does not ratify and approve this Agreement, it will become null and void and no adverse inference will be drawn against any party for having entered into this Agreement.

FOR THE DISTRICT:



Dr. Gaurav Passi
Superintendent of Schools

Date: _____

FOR THE ASSOCIATION:



Dean Schlanger
Association President

Date: _____

12/2/22