

MEMORANDUM OF AGREEMENT

The negotiating teams representing the Board of Education of the Manhasset Union Free School District ("District") and the Manhasset Administrators and Supervisors Association ("Association") representing the administrators' bargaining unit, have negotiated in good faith with respect to the terms and conditions of members of the administrators' bargaining unit. Except as noted below, the terms of the parties' 2016-2020 collective bargaining agreement shall remain in full force and effect. The parties acknowledge that the terms of this Memorandum of Agreement are subject to ratification by the members of the bargaining unit and approval by the Board of Education. The members of the bargaining teams hereby acknowledge their obligation pursuant to the Taylor Law to affirmatively recommend approval of these terms by their respective constituencies.

1. Duration (Article XI):

July 1, 2020 - June 30, 2025

2. Wages (Article V):

- Base salaries of 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%

- Effective 7/1/20, the base salary for Elementary Assistant Principal Brian Nolan shall be increased \$10,000.

- Amend section A.1.(c) 5 to read in its entirety as follows:

"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."

3. Differential (Article VI):

- Amend Section A to read in its entirety as follows:

"A. Unit members who perform duties outside the MASA unit member's area of supervision shall be paid at the rate of \$80 per hour for such duties."

- Amend Section B rate to \$80 per hour.

4. Non-Curricular-related Activities (New)

- Add new subsection C to Article VI to read in its entirety as follows:

"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"):¹ 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."

5. Health Insurance (Article VIII)

VIII.A.1: Contribution toward health insurance premium shall be as follows:

- Unit members with a start date on or after July 1, 2020: 24%
- All other unit members:
 - Effective 7/1/20: 20% (no change)
 - Effective 7/1/21: 20.5%
 - Effective 7/1/22: 21.5%
 - Effective 7/1/23: 22.5%
 - Effective 7/1/24: 24%

6. Retiree Health Insurance (Article VIII)

VIII.A.2.b: Amend to read in its entirety as follows:

"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 ("TRS"), and who give written notice of retirement by December 15th immediately preceding their effective retirement date the following June 30th shall contribute toward their health insurance premium in retirement in accordance with Schedule A below.

SCHEDULE A

<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	17%
15 years but less than 20 years	14%
20 years or more	12%

"Unit members who fail to provide the required notice or who do not retire effective

¹ It is noted that the rate listed in Schedule C, Class VIII of the MEA agreement is \$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.

June 30th are ineligible for the guaranteed fixed health insurance contribution rate in retirement noted in Schedule A above, and shall instead be subject to increases in contribution rate for active unit members.”

VIII.A.2.c: Delete current provision, and replace with the following:

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

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 (a), (b), (c) and (d) above, or (a), (b) and (d) 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.”

Article VIII.A.2.d:

Amend to read in its entirety as follows:

“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.”

7. Health Insurance Declination (Article VIII)

- Amend VIII.A.6 to read in its entirety as follows:

“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."

8. Leaves (Article VII)

- Section C - Religious Holidays: Eliminate.
- Section J - Personal Days: Increase from two days to four days per year.
- Section H - Amend title to "Confidential Legal and Medical Absences"
and amend to read in its entirety as follows:

"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.

9. Section 403(b) Contribution (Article VIII. D)

- Increase employer contribution to 1.5% (effective with 2020-21 school year).

10. Longevity (New) (Article V)

Add the following new provision:

"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 \$2000, not added to base salary. Unit members who will have competed 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."

11. Long Term Disability (Article VII)

- Eliminate reference to long term disability in Section A, leaving only the current language regarding unlimited annual sick leave for short term illnesses.
- Add new Section K "Long Term Disability" to read as follows:

"K. 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:

<u>Years of District Service</u>	<u>Disability Benefit</u>
Fewer than 15 years:	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."

12. Recognition (Article I)

Add the following titles:

- Administrator of Assessment and Data Analysis
- Dean of Students

13 Work Year (Article IX)

- Delete reference to Director of Health
- Amend Article to read in its entirety as follows:

"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 and Athletics.....	206 days
Director of Fine and Performing Arts.....	206 days
Principals.....	212 days
Assistant Principals.....	212 days
Director of Guidance.....	212 days
Director of Instructional Technology and Libraries.....	212 days
Assistant Director of Special Education.....	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."

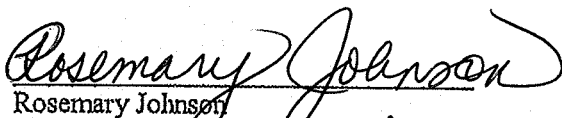
14. Side Letters:

Incorporate the terms of the following side letters into the agreement:

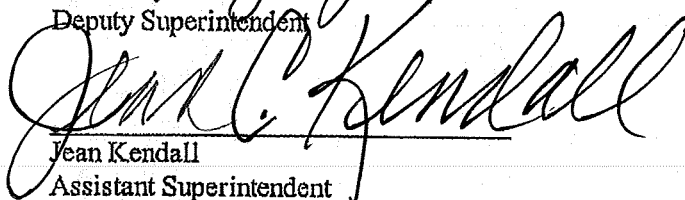
- 5/4/18: Participation in High School Graduation and Supervision at Frolic
- 7/9/18: Salary Adjustments; Extra Curricular Activities Stipend
- 7/15/19: Mathematics Coordinator
- 8/1/19: Administrator Mentoring Program
- 8/22/19: New Title of Assessment and Data Analysis Coordinator
- 6/18/20: Coordinator of Science

Dated: 7/14/, 2020

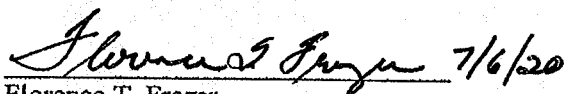
For the District:



Rosemary Johnson
Deputy Superintendent



Jean Kendall
Assistant Superintendent

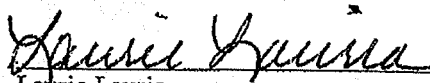
 7/6/20

Florence T. Frazer
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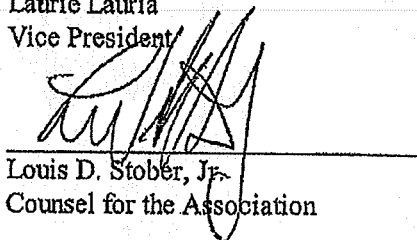
For the Association:



Dean Schlanger
President



Laurie Lauria
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