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sup/10660

***COLLECTIVE NEGOTIATIONS AGREEMENT***

**Between**

**The Board of Education**

**Massapequa Union Free School District**

**Massapequa, New York**

**and**

**The Association of Massapequa Administrators**

**July 1, 2007 through June 30, 2011**

**MASSAPEQUA PUBLIC SCHOOLS**  
**Massapequa, New York**

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**MASSAPEQUA PUBLIC SCHOOLS**  
**Massapequa, New York**

The collective bargaining agreement between the Board of Education, MASSAPEQUA UNION FREE SCHOOL DISTRICT, Town of Oyster Bay, Nassau County, New York (hereinafter referred to as the "Board") and the Association of Massapequa Administrators (hereinafter referred to as the "Association"), expiring on June 30, 2007 shall remain in full force and effect, and shall be controlling except as to the provisions of this agreement and the subject matter thereof.

This Agreement is subject to ratification by the Board of Education and the employee members of the bargaining unit. The parties agree to recommend ratification of this agreement.

**ARTICLE I**

**A. Recognition**

The Board of Education recognizes the Association of Massapequa Administrators (AiMA) as the exclusive representative for the purposes of collective negotiations and the settlement of grievances for all principals, vice-principals, directors and curriculum associates. Said Association is hereby accorded unchallenged representation status for the maximum period of time permitted under the terms of the Public Employees Fair Employment Act.

**B. Administrative Titles Included**

Administrative staff members covered by this section include:

1. Building Principals
2. Vice Principals
3. Directors:
  - a/ Health, Physical Education and Athletics
  - b/ ~~Academic and College/Career Planning~~
  - c/ Special and Handicapped Education
  - d/ Guidance
4. Curriculum Associate
  - a. English
  - b. Mathematics
  - c. Music
  - d. Social Studies
  - e. Science

f.

ARTICLE II

Negotiating Procedures

While no final agreement shall be executed without ratification by the Association and approval of the Board of Education, the parties mutually pledge that their representatives will have all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

ARTICLE III

Joint Meetings Between the Board of Education and the Association

The Board recognizes that the aforementioned administrative staff members are classified as managerial and confidential employees, and the Board and the employees recognize that it is in the best interest of the school system to develop a system of management consultation that establishes and furthers employer-employee communications and relations.

**Towards this end**, the following procedures shall be incorporated into the yearly activities of the Board of Education.

The Board of Education, the Superintendent, and the Association will schedule semi-annual meetings for the purpose of discussion. The agenda may include topics of a general nature pertaining to the education program, progress reports concerning ongoing or new programs and issues of a general nature. Dates for such meetings and agenda development will be determined by the Superintendent of Schools in consultation with the President of the Association.

ARTICLE IV

Duration

The term of this agreement shall be from July 1, 2007 to June 30, 2011.

ARTICLE V

Salary

- A. The salaries for personnel covered by this agreement for the 2007-2008 through 2010-2011 school years shall be in accordance with the attached salary schedules. Attachments A, B, C and D.

**B. Extra Work Stipends**

Stipends for extra work assignments such as service for special projects: In all such instances the rate of compensation shall be determined by the Board of Education. Such moneys shall not become part of the employee's base salary.

**C. Performance Compensation – Career Advancement**

The Board of Education shall maintain the prerogative of providing individual member(s) of the Association with a maximum total stipend of two thousand five hundred dollars (\$2,500) per association member per year over the duration of this agreement for exceptional performance. Such stipend shall not become part of the administrator's base salary. The Superintendent of Schools may recommend association members for consideration for such stipends. Such stipend shall not be considered as part of a special retirement or retirement incentive. Furthermore, such stipends shall be subject to the recommendation of the Superintendent of Schools and approval by the Board of Education.

To be eligible for this consideration, individual Association members must submit a written proposal for a long term project whose scope must include a multi-year plan. Such long term proposed projects must be judged by the Superintendent of Schools to be visionary, creative, practical, and indicative of a time and work commitment that is beyond that which is regularly expected and required of administrators pursuant to contract, past practice and the law. Furthermore, such work must be judged by the Superintendent of Schools to be aligned with the long range goals of the Board of Education and minimally include a descriptive narrative, goals, objectives, supporting data, timelines, budgetary information, assessment methodology, and any other data, documentation or information deemed relevant, required and/or sufficient, in terms of form and substance by the Superintendent of Schools.

Association members who choose to submit a multi-year Performance Compensation proposal will be required to discuss their proposal with the Assistant Superintendents as designated by the Superintendent of Schools prior to submitting a written proposal. Proposed projects must be applicable and extend for at least two full years. All proposals must be in writing. The Superintendent of Schools shall make the determination as to whether any proposal may be accepted for filing with his/her office. The Superintendent's decision in this regard shall be final and shall not be subject to the grievance procedure or any other review, appeal or proceeding.

Such written proposals must be submitted by February 1<sup>st</sup> in 2007-2008 and by December 1<sup>st</sup> in each of the following years. Proposals submitted in 2007-08 will be evaluated no later than October 15, 2008. Proposals submitted in subsequent years will be evaluated on an annual basis the following summer. Recommendations to the Board of Education for recognition in 2007-08 will be made by December 1, 2008 and will be made by September 1<sup>st</sup> in each subsequent

year. The recommendation for an annual stipend for such recognition will range from \$0.00 to a maximum of \$2,500. Association members who are recommended and approved by the Board of Education for such a stipend in the fall of 2008 will receive this remuneration in the final check in December 2008 and on or about November 1<sup>st</sup> in subsequent years. The determination as to whether an association member will receive such a stipend, or will continue to receive such a stipend, will be made on an annual basis, even under circumstances where an association member has already received an annual stipend for a particular proposal or project. The determination by the Superintendent to accept or reject a proposed project, or the continuation of such project for any school year, even when the Superintendent has previously approved such project in prior years, or to recommend or decline to recommend a stipend, and/or the Board's decision to approve and/or disapprove such stipend, shall all be within the non-grievable discretion of the Superintendent and The Board. Therefore, such decisions or determinations shall be deemed final and not reviewable or appealable in any grievance, arbitration or other proceeding in any forum.

**D. Performance Expectation for Adjustment of Salary**

An association member who receives a total evaluation rating less than satisfactory shall not be eligible for any wage increase including increment. Such Association member shall, however, be eligible for adjustment review in the year following the denial, upon the recommendation of the Superintendent of Schools, that a satisfactory performance level has been achieved.

**E. Longevity Stipends**

Association members will receive the following longevity adjustments:

Association members who have served the district continuously for 10 years shall receive an additional \$1,000 above their annual base salary.

Association members who have served the district continuously for 15 years shall receive a total of \$2,000 above their annual base salary.

Association members who have served the district continuously for 20 years shall receive a total of \$3,000 above their annual base salary.

**F. Doctoral Stipend**

~~Association members who have received an earned Ph.D. or Ed.D. from a university accredited and recognized by the New York State Education Department and approved by the Board of Education shall be compensated at a rate of \$1,500 above the annual base salary.~~

Effective July 1, 2007, Association members who have received an earned Ph.D. or Ed.D. from a university accredited and recognized by the New York State Education Department and approved by the Board of Education shall be compensated at a rate of \$2,000 above their annual base salary.

6/7/07



## ARTICLE VI

### **A. Length of Work Year**

The work year for Principals, Vice Principals and Directors will be twelve (12) months encompassing the following:

- 1/ All School days commencing on the opening orientation day and extending through June 30th including those week days between September 1st and the opening orientation day and between the last day of school and June 30th.
- 2/ All work days during July and August except approved vacation days.
- 3/ Twenty (20) days of vacation to be approved by the Superintendent. Unused vacation days will continue to be accumulated in the individual employee's sick bank.
- 4/ Summer School administration shall not be included as a responsibility of Association members.

### **B. Length of Work Year**

The work year for curriculum associates will be twelve (12) months encompassing the following:

- 1/ All school days commencing on the opening orientation day and extending through June 30<sup>th</sup> including those week days between September 1<sup>st</sup> and the opening orientation day and between the last day of school and June 30<sup>th</sup>.
- 2/ All work days during July and August except approved vacation days.
- 3/ Thirty (30) days of vacation to be approved by the Superintendent. Unused vacation days will continue to be accumulated in the individual employee's sick bank.
- 4/ Summer school administration shall not be included as a responsibility of Association members.

### **C. Workday**

Visibility is one of the principal attributes in achieving success as a school leader and with this goal in mind, it is expected that all Association members will notify the Superintendent's office of their absence from their buildings/assignments for attendance at conferences, workshops, meeting of professional organizations, field trips, etc.

It is also expected that all Association members will minimally be accessible to students, staff and parents during the usual hours of our District.

## ARTICLE VII

### Fringe Benefits

#### A. Sick Leave, Bereavement and Personal Days

1/ Number of Days

All members of the Association shall be afforded twelve sick days per year and two personal days.

2/ Sick Leave Accumulation

All Association members may accumulate a sick bank of up to 220 days. The Board shall continue to provide sick day bonuses of 10 days for every 50 days accumulated.

3/ Bereavement Days

Each Association member will be entitled to five (5) days of bereavement leave in connection with a death in the immediate family. Such days shall commence on the day immediately following the death of the immediate family member and shall include weekends and/or holidays. Unusual circumstances associated with the commencement of these days will be considered by the Superintendent of Schools or her/his designee. Immediate family shall include: Parent, step-parent, child, step-child, spouse, brother, sister, step brother, step sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, paternal or maternal grandparents, grandchild, or any relative living in the employee's immediate household. Such days will not be charged as sick or personal leave and cannot be accumulated.

4/ Additional Sick Leave for Administrators

- a. All members of the Association with three or more years of service with the School District shall, in the event of a serious illness and at the discretion of the Board of Education, receive full salary for a period ranging up to six months.
- b. All members of the Association with more than five years of service with the School District shall, in the event of serious illness and at the discretion of the Board of Education, receive full salary for a period ranging up to twelve months.
- c. The absence days accumulated by any such employee under the normal standing sick leave policy shall first be utilized prior to the Board considering the granting of a paid leave of absence to be granted under the policy hereby adopted.

- d. That the granting of such leave of absence will be conditioned upon submission to the Board of Education of any medical information and/or certificates as the said Board of Education may from time to time require.
- e. That return to active School District duties by any employee granted and taking such leave, may be only after submission of doctor's certificates as to the good physical condition of said employee and approval by the Board of Education.
- f. In the event that any member of this unit is absent for more than 60 consecutive work days due to a medically certifiable illness, such employee shall be eligible for a replenishment of 50% of these days up to a maximum of \$10,000 per individual. This replenishment will be effected in the following school year.

**B. Health Insurance**

1/ The District will continue to provide health/hospitalization insurance for all eligible Association members and their dependents. All Association members covered by such insurance shall be required to contribute towards the cost of premium for such health/hospitalization insurance. The schedule is as follows.

- i) Full time Association members who are first employed by the District in this capacity on or after July 1, 2007 shall contribute twenty percent (20%) of the cost of premium for either individual or family coverage.
- ii) Full time Association members who were first employed by the District in this capacity prior to July 1, 2007 shall contribute towards the cost of premium for either individual or family coverage in accordance with the following schedule:

1. 2007-08	16.7% of premium
2. 2008-09	18.3% of premium
3. 2009-10	20% of premium
4. 2010-11	20% of premium

Said contributions shall be deducted from each paycheck in equal installments.

2/ Declination of Coverage

Association members shall have the option to withdraw from or elect not to participate in the health and hospital insurance family plan provided they are covered under a spouse's health coverage. Association members who exercise this option shall notify the District of their intentions in writing by June 1. Each such employee shall receive a sum equal to 50% of the premium (hereinafter referred to as the "declination benefit") the District would have paid on his/her behalf based on the premium in effect the preceding January 1. Association members new to the District must notify the District of their

intentions within 15 calendar days following their first day of employment. Such payment shall be made in two installments, i.e., in the final paycheck in December and the final paycheck in June in the school year in which no health and hospital insurance was provided.

3/ Reinstatement

Employees who have withdrawn from the health and hospital insurance plan as described in paragraph 4.b. shall, upon request, be reinstated to coverage subject to the rules and regulations of the health insurance plan in effect at the time of reinstatement. If the employee requests reinstatement during the school year for which the employee had exercised her/his option as described in paragraph 4 b. above, the employee shall receive a prorated portion of the declination benefit based on the premium in effect the preceding January 1<sup>st</sup>.

4/ Dual Coverage

Employees whose spouses are also employed by the District and eligible for participation in the District's health and hospital insurance plan shall be entitled to only one family health and hospital plan between the two employees. Such individuals will have the following choices as regards their District provided health and hospital coverage:

- i. One family plan, one individual plan and no declination benefit.
- ii. Two individual plans and no declination benefit.
- iii. One family plan, no individual plan, and one declination benefit.

5/ Health Insurance in Retirement

Effective July 1, 2007, to be eligible for Health Insurance in retirement, all Association members must have been employed by the District for at least 10 consecutive years without any breaks in service in a full time assignment in which they received or were eligible to receive health insurance coverage. For the purposes of this provision, layoffs of Association members and/or Board approved leaves of absence shall not be considered breaks in service for Association members who return to the bargaining unit after such layoffs and/or from such leaves.

Upon retirement, all eligible Association members first employed on or after July 1, 2007 will contribute 10% of the cost of the premium the district contributes for individual health insurance coverage for the retiree. The District will contribute 50% of the premium for family/spousal health insurance coverage for the retiree. The District will contribute 50% of the premium for family/spousal health insurance coverage to such eligible retirees (90% individual and 50% spousal/family).

Upon retirement, all eligible Unit members first employed prior to July 1, 2007 will be eligible for health insurance coverage in retirement. The District will contribute the full premium (100%) for individual coverage for the

retiree and fifty percent (50%) of the premium for spousal family coverage (100% individual and 50% spousal/family).

**C. Flexible Benefits Program**

Each Association member shall be eligible to participate in a Flexible Benefits Program administered by the District through Western Suffolk BOCES.

**D. Dental Insurance**

The District shall contribute \$260 per association member toward the cost of individual dental insurance coverage or \$610 per association member toward the cost of family dental coverage.

**E. Life Insurance**

All members of the Association shall be afforded a group term life insurance coverage in an amount equal to their annual base.

**F. Work Related Injuries/Sick Leave**

An Association member who suffers a personal injury in the performance of his/her assigned duties and is absent as a result thereof, shall be paid for such absent days up to the extent of his/her accumulated sick leave. Upon his/her return, his/her sick day bank will not be diminished. Such injury shall be reported immediately to the school nurse in the building.

**G. Tax Sheltered Annuity Plan**

- a. All members of the Association are eligible to participate in the District's tax sheltered annuities plan. Payroll deduction arrangements shall be afforded in accordance with the employee's selection.
- b. The District agrees to contribute directly into each eligible Association member's elective 403(b) tax sheltered annuity account the following sums: To be eligible, an Association member must be a Unit member for at least three (3) years and must have accrued a minimum of 50 sick days at the end of the school year in which they make application for this benefit. Association members who meet the eligibility requirements and who wish to apply for this benefit shall receive the following:

Effective July 1, 2007, a maximum of 2.5 days of per diem compensation based on the Association member's contract base salary excluding longevity and doctoral stipend in exchange for a maximum of 5 vacation days that were unused from the 2007-2008 school year. The formula for determining this contribution is as follows:

# of unused vacation days multiplied by 50%. (Max of 5 unused vacation days accrued in current school year) The daily rate shall be calculated on a 1/240<sup>th</sup> basis.

Effective July 1, 2008, a maximum of 2.5 days of per diem compensation based on the Association member's contract base salary excluding longevity and doctoral stipend in exchange for a maximum of 5 vacation days that were unused from the 2008-2009 school year. The formula for determining this contribution is as follows:

# of unused vacation days multiplied by 50%. (Max of 5 unused vacation days accrued in current school year) The daily rate shall be calculated on a 1/240<sup>th</sup> basis.

Effective July 1, 2009, a maximum of 3.0 days of per diem compensation based on the Association member's contract base salary excluding longevity and doctoral stipend in exchange for a maximum of 6 vacation days that were unused from the 2009-2010 school year. The formula for determining this contribution is as follows:

# of unused vacation days multiplied by 50%. (Max of 6 unused vacation days in current school year) The daily rate shall be calculated on a 1/240<sup>th</sup> basis.

Effective July 1, 2010, a maximum of 3.0 days of per diem compensation based on the Association member's contract base salary excluding longevity and doctoral stipend in exchange for a maximum of 6 vacation days that were unused from the 2010-2011 school year. The formula for determining this contribution is as follows:

# of unused vacation days multiplied by 50%. (Max of 6 unused vacation days accrued in current school year) The daily rate shall be calculated on a 1/240<sup>th</sup> basis.

All Association members are responsible for establishing their own elective 403(b) sheltered annuity account from the District's approved list. Payment into the account shall be done by the District on an annual basis. Payment to those unit members who work less than a full year shall be pro-rated accordingly.

The District shall make these payments to an elective 403(b) program that confirms it can accept the contribution in accordance with applicable Internal Revenue Code rules and regulations. Such payment shall be made to the 403(b) program on or about the 15<sup>th</sup> days of July of the following year.

It is expressly understood and agreed that the District makes no warranty or representation, express or implied as to the income, payroll, or other income tax ramifications of such payment to any teacher including, but not limited to, whether such payment will not be includable in the teacher's gross income for income tax purposes, whether such payment will exceed the limitations on elective or non-elective contributions to a teacher's Section 403(b) account and whether such payment will adversely or otherwise affect a teacher's New York State Retirement System eligibility or benefits.

**H. Special Retirement Allowance**

- 1/ Effective July 1, 2007, the maximum amount shall be \$37,125 based upon a \$165.00 per day formula. Effective July 1, 2008 the maximum amount shall be \$38,250 based upon a \$170.00 per day formula. Effective July 1, 2009 the maximum amount shall be \$39,375 based upon a \$175.00 per day formula. Effective July 1, 2010 the maximum amount shall be \$40,500 based upon a \$180.00 per day formula. For this purpose, a maximum of 225 days can be accumulated.
  
- 2/ However, in lieu of the above, Association members who have served a minimum of fifteen (15) years in the Massapequa School system and twenty (20) years in the New York State Teachers' Retirement System are eligible for a retirement incentive benefit of \$260 per sick day in lieu of the payment for unused sick days referred to above: For this purpose, a maximum of 225 days can be accumulated. To be eligible for this retirement incentive, Association members must:
  - a. provide written notice of retirement on or before February 1<sup>st</sup> of the year of retirement. For the purposes of this provision, Unit members must retire either between June 30, 2008 and August 31, 2008 or between June 30, 2009 and August 31, 2009.
  - b. have attained the age of 55 years or more;
  - c. be a full-time tenured employee of the District;
  - d. be eligible and actually retire under the New York State Teachers' Retirement System,
  - e. or has made application and been approved for a disability retirement under the New York State Teachers' Retirement System;

Notwithstanding the provisions of the so called Triborough Doctrine or Law, this provision shall sunset after June 30, 2009 and shall not be part of any successor agreement in the absence of further negotiations between the parties.

## **I. Tuition Reimbursement**

### **Application Procedures and Regulations Pertaining to Tuition Reimbursement - Graduate Credit for Managerial/Administrative Employees**

#### 1/ Eligibility

All Association members shall be eligible for tuition refund reimbursement for graduate study courses. Such payment shall not exceed \$800 per administrator per semester.

#### 2/ Application

- a. Application for such graduate study shall be submitted by April 1. Such submission shall be to the Assistant Superintendent, c/o Personnel Office.
- b. Application shall be completed in triplicate and should include as much information as possible concerning the goals and purposes of the request.

#### 3/ Course Selection

The graduate study course work shall be related to the curriculum content and job description for which the applicant is employed. In either event, approval of the Superintendent's Office must be obtained in advance. This will not preclude the applicant from seeking approval for special non-graduate credit workshops that are pertinent to the applicant's duties.

#### 4/ Requirements

- a. The applicant must receive a passing grade of at least a "B" or equivalent dependent upon the grading system of the university or college or the applicant must show evidence of achieving a "B" average in the current planned program of study (those courses approved for reimbursement).
- b. The applicant must attend a recognized and accredited four year college or university except upon advanced approval of the Superintendent's Office.
- c. The applicant must agree to remain in Massapequa-USFD for at least one year following the year in which a grant is awarded. A standard agreement form shall be provided for successful candidate's signature.
- d. Only tuition fees, lab fees, and registration fees can be claimed. The total reimbursement shall not exceed \$800 per individual per semester.



- e. If for any reason an approved applicant cannot fulfill his intent to enroll in the applied for course, he must notify the Office of the Superintendent of Schools as soon as possible.

5/ Notification

Candidates will be notified concerning their applications on or about May 1.

6/ Reimbursement Procedures

- a. Reimbursement for tuition, lab and university fees shall be made after the presentation or receipt of:
  - 1. University transcript mailed directly by the university to:

Massapequa School District  
c/o District Personnel Office
  - 2. Copy of bursar's receipt
  - 3. Business Office claim form
- b. Upon completion of the reimbursement procedure, the transcripts and records of the tuition grant will be included in the employee's file.

J. Professional Development

- a/ Subject to the approval of the Superintendent of Schools, and/or Deputy Superintendent, and/or Assistant Superintendent for Curriculum and Instruction, Association members will be provided with the opportunity to attend conferences/workshops.
- b/ Association members shall participate in staff development opportunities as requested by the Superintendent of Schools, and/or Deputy Superintendent, and/or Assistant Superintendent for Curriculum and Instruction.
- c/ Following appropriate training, Association members shall present staff development programs as requested by the Superintendent of Schools, and/or Deputy Superintendent, and/or Assistant Superintendent for Curriculum and Instruction.
- d/ Association members shall attend Board of Education meetings and/or other such District meetings as may be requested by the Superintendent of Schools from time to time. A schedule and/or reasonable notice will be provided.
- e/ Upon request of the Superintendent of Schools, and/or Deputy Superintendent, and/or Assistant Superintendent for Curriculum and Instruction, Association members shall provide leadership in a specific

instructional and/or management area and, from time to time, chair specific instructional or District committees.

### ARTICLE VIII

#### Grievance and Employee Counseling Procedure

See Exhibit B (Revised July 2007)

### ARTICLE IX

#### Employee Evaluation Procedure

The Superintendent of Schools, and/or Deputy Superintendent of Schools, and/or Assistant Superintendent for Elementary and/or Assistant Superintendent for Secondary Education, shall complete a written annual evaluation of each Association member on or about August 1<sup>st</sup> of the following school year. Success in fulfilling goals and objectives agreed upon previously by the Superintendent and each Association member will be one factor in assessing the overall evaluation. Each Association member's goals must demonstrate a commitment to goals and objectives established by the Board of Education.

Annual evaluations of performance shall be processed using the attached forms and rubric (**Exhibit D**). Such instruments shall not be subject to the provisions of Article VIII of this Collective Bargaining Agreement.

Non-tenured Association members will receive a mid year review on or about February 15<sup>th</sup> of each year of their probation. Should an Association member commence his/her probationary appointment at a time other than July 1<sup>st</sup>, then the development of the mid year review will be adjusted accordingly.

The procedural aspects of this Article are subject to the grievance procedure. However, as to the substance or content of the evaluation reports, and/or mid-year reviews, the criteria used, the administrators selected to conduct such evaluation or reviews, the determination whether reasonable evidence exists to require the development of a plan for improvement, and/or the decision to include such reports, evaluations or reviews in the association member's personnel file, the determination of the designated Central Office Administrator is final and shall not be subject to the grievance machinery, or be reviewable or appealable in any proceeding or any forum.

**ARTICLE X**

**Zipper Clause**

This agreement constitutes the full and complete agreement of the parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written signed amendment to this agreement.

The Association agrees that all negotiable items have been discussed during the negotiations leading to this agreement, and agrees that negotiations will not be re-opened on any item whether contained in this agreement or not, during the life of this agreement. Any District policies unaltered or unchanged by the language of this agreement, shall remain in full force, except as expressly provided herein. The operating of schools and the direction of staff are vested exclusively in the Board of Education.

**ARTICLE XI**

**Management Rights**

Except as expressly limited by other provisions of this agreement, all of the authority, rights, and responsibilities possessed by the employer are retained by it, including but not limited to, the right to determine the mission, purposes, objectives, and policies of the employer; to determine the facilities, methods, means, and number of personnel for the conduct of the employer's programs.

**SIGNED:**

**THE ASSOCIATION OF MASSAPEQUA  
ADMINISTRATORS**

**BOARD OF EDUCATION OF THE  
MASSAPEQUA U.F.S.D.  
MASSAPEQUA, NEW YORK**

**BY:** \_\_\_\_\_  
Thomas A McKillop, Jr.

**BY:** \_\_\_\_\_  
Maryanne Fisher, President

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## Attachment E

### GRIEVANCE PROCEDURE

1. The purpose of this article is to insure fair and impartial treatment of all unit members and speedy settlement of disagreements concerning the meaning and interpretation of this contract. Should a Unit member or the Association feel that their rights and privileges under this agreement have been violated, they shall consult with an Association representative or a representative of their own choosing. Within five (5) working days of the date the grievance occurred, the aggrieved Unit member and an Association representative or one of his/her own choosing shall present the facts in writing to the Superintendent or his/her designee. Within five (5) working days of receipt of this written grievance, the Superintendent shall convene a meeting of the parties to attempt to resolve the issue. Within five (5) working days thereafter, the Superintendent shall submit a written response to the Association and the aggrieved employee.
  
2. Should the aggrieved party disagree with the Superintendent's reply and wish to proceed further under this grievance procedure, the aggrieved party shall notify the Superintendent in writing within five (5) working days of receipt of the Superintendent's written response issued in paragraph 1 above. Within five (5) working days after receipt of this notification, the Superintendent shall set a date for a hearing within thirty (30) days and notify all parties involved. A referee, mutually agreed to by the parties, shall conduct a hearing and render a decision in writing to all parties involved within thirty (30) days after the conclusion of the hearing. This award shall be advisory in nature and the referee's fees and expenses shall be shared equally by the parties.
  
3. In any grievance involving monetary loss to a Unit member where the position of the Unit member has been sustained, the District shall immediately satisfy the aggrieved Unit member with back pay from the time the grievance occurred, and shall restore all other privileges to which the Unit member would have been entitled had the grievance not occurred.

