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Contract Database Metadata Elements

Title: **Massapequa Union Free School District and Massapequa Association of Chairpersons and Supervisors (2002)**

Employer Name: **Massapequa Union Free Central School District**

Union: **Massapequa Association of Chairpersons and Supervisors**

Local:

Effective Date: **07/01/2002**

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AD/5570

**A G R E E M E N T
B E T W E E N**

BOARD OF EDUCATION

MASSAPEQUA UNION FREE SCHOOL DISTRICT

TOWN OF OYSTER BAY, NASSAU COUNTY

MASSAPEQUA, NEW YORK

AND

MASSAPEQUA ASSOCIATION OF CHAIRPERSONS

AND SUPERVISORS

JULY 1, 2002 – JUNE 30, 2006

ARTICLE I

PREAMBLE

This agreement made and entered into this 16th Day of August, 2002, by and between the Board of Education, Massapequa Union Free School District, Town of Oyster Bay, Nassau County, Massapequa, New York (hereinafter referred to as the Board) and Massapequa Association of Chairpersons and Supervisors (hereinafter referred to as Association).

ARTICLE II

RECOGNITION

The Board hereby recognizes the Association as the exclusive negotiating agent for all elementary assistant principals, coordinating chairpersons, supervisors, department chairpersons and deans. Such recognition shall continue for the maximum period provided by and subject to the procedures of the Public Employees Fair Employment Act.

ARTICLE III

SALARY

- A. The salaries for personnel covered by this agreement for the 2002-2003 through 2004-2005, school years shall be in accordance with the attached salary schedules, Exhibits "A", "B", and "C". In 2005-2006, the salary schedule from 2004-2005 shall be increased by the New York/Northeast 12 month Consumer Price Index as identified in April 2005. This increase can be no less than 3.0% and no greater than 4.0%.

All current supplemental stipends that are awarded by virtue of contract or practice cease to exist.

B. Chaperone Payments

If the District determines that there are no qualified teachers for District funded chaperoning assignments, members of this unit will be given the opportunity to apply for such assignments before the District seeks other applicants.

C. 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 base salary.

Association members who have served the District continuously for 15 years shall receive an additional \$1,500 above their base salary.

Association members who have served the District continuously for 20 years shall receive an additional \$2,000 above their base salary.

D. 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 \$1,000 above the annual base salary.

E. Retirement Loan Deduction

Association members shall be entitled, upon request made reasonably in advance, and in accordance with the rules, regulations, and established procedures of the New York State Teachers' Retirement System, to repay loans from the New York State Teachers' Retirement System through payroll deduction.

F. Payroll Deduction - Credit Union Loan Repayment

Association members shall be entitled, upon request made reasonably in advance, to arrange to repay loans from the Nassau Educators' Federal Credit Union through payroll deductions.

G. Savings Bonds - Payroll Deduction Plan

Association members shall be entitled, upon request made reasonably in advance, to arrange for the purchase of savings bonds via a payroll deduction plan.

H. Supplemental Compensation

Association members who provide additional service to the District that extends their contractual work year shall be compensated at a daily rate of 1/240th of their annual contractual salary. Such additional service must be pre-approved by the Superintendent, and/or Deputy Superintendent and/or Assistant Superintendents.

ARTICLE IV

FRINGE BENEFITS

A. The Board shall provide to each member of the unit:

(a) A fully paid group term life insurance policy in the amount of \$50,000;

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

B. Health Insurance

Effective July 1, 2002, Association members first appointed prior to July 1, 2002 shall contribute 11% of the cost of premium for individual or family coverage for any of the existing plans. Effective July 1, 2003, Association members first appointed prior to July 1, 2002 shall contribute 12% of the cost of premium for individual or family coverage for any of the existing plans. Effective July 1, 2004, Association members first appointed prior to July 1, 2002 shall contribute 13% of the cost of premium for individual or family coverage for any of the existing plans. Effective July 1, 2005, Association members first appointed prior to July 1, 2002 shall contribute 13% of the cost of premium for individual or family coverage for any of the existing plans.

Effective July 1, 2002, Association members first appointed subsequent to July 1, 2002 shall contribute 13% of the cost of premium for individual or family coverage for any of the existing plans.

Said contributions shall be deducted from the second paycheck of each month in equal installments.

C. 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 association member 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 who are 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.

Association members who have withdrawn from the health and hospital insurance plan 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 Association member requests reinstatement during the school year for which he/she had exercised his/her option as described in paragraph (a) above, the Association member shall receive a prorated portion of the declination benefit based on the premium in effect the preceding July 1.

D. Dual Coverage

Association members 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.

E. Special Retirement Allowance

Any employee who submits to the Superintendent of Schools before April 1 of any school year a written statement of retirement under the New York State Teachers Retirement System to take effect at the end of June of that school year shall be eligible for payment of his unused sick leave. This payment shall be included in the last salary voucher. For employees who retire other than at the end of the year, three months written notice in advance is similarly required.

The accumulated sick leave payment shall be at the rate of \$100 per day to a maximum of \$20,000 in each year of this contract. For the purpose of this special retirement allowance and limited only thereto, the 180 day sick leave accumulation limit shall be increased to 200 days.

In addition to the above, Association members who have served a minimum of 10 years in the Massapequa School System and 20 years in the New York State Teachers' Retirement System are eligible for a retirement incentive benefit of \$25,000 under the following conditions:

1. provide written notice of retirement prior to February 1st of the year of retirement;
2. be a full time tenured employee of the District;
3. have attained the age of 55 years or more;
4. be eligible and actually retire under the New York State Teachers' Retirement System;
5. those association members who are first eligible to retire from the New York State Teachers' Retirement System on or before June 30, 2003 must retire effective between the last day of school and June 30, 2003.
6. those association members who are first eligible to retire from the New York State Teachers' Retirement System on or before June 30, 2004 must retire effective between the last day of school and June 30, 2004;

Notwithstanding the provisions of the so called Triborough Doctrine or Law, this provision shall sunset after June 30, 2004 and shall not be part of any successor agreement in the absence of further negotiations between the parties

F. Sick Leave

1. An Association member who suffers a personal injury in the performance of his/her assigned duties as a teacher or Association member and is absent as a result thereof, shall be paid for such absent days 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.
2. An emergency leave without pay of one year's duration shall be granted for a long term illness upon certification by a qualified physician. The Board shall have the right to select its own qualified physician to examine the association member and obtain another medical opinion at its own cost.
3. Unused sick leave shall be accumulated to 180 days. The Board shall continue to provide sick day bonuses of 10 days for every 50 days accumulated.

G. Special Leave of Absence

Up to one year's absence without pay shall be considered for those unit members with tenure to pursue an approved plan of study at an accredited university or an approved plan of educational travel; or to assume local, state, or national elective office in a national or state administrator's organization upon the recommendation of the Superintendent of Schools and the approval of the Board of Education. The foregoing itemization shall not preclude consideration of other reasons.

H. Personal Days

Association members shall be entitled to two personal days per year. No reason need be given when applying for personal days except when such personal days are used immediately prior to or following a holiday, vacation, or weekend. In such latter instances, a form shall be completed and submitted to the building principal. Unused personal days shall be added to a association member's sick day accumulation. Such accumulation shall not exceed 180 days.

I. Flexible Benefits Plan

Effective June 17, 1998, the District shall participate in a flexible benefits plan as authorized by Section 125 of the Internal Revenue Code. Said plan shall be the same as is offered to other bargaining units within the District.

J. Bereavement

Effective upon ratification of this agreement, all Unit members shall be entitled to up to 5 days of bereavement leave in connection with a death in the immediate family. Immediate family shall include: Parent, child, spouse, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, paternal or maternal grandparents, grandchild, or any other relative living in the employee's immediate household.

K. Leave of Absence – Child Care

- a. A leave of absence without pay to care for a newborn or adopted child for a maximum period of one year from the commencement of the leave may be granted to any tenured Association member with three or more years of service in the District who has been on active duty for at least one year, upon application and upon favorable recommendation of the Superintendent of Schools and approval by the Board, for the purpose of caring for a child whether natural or adopted by the Association member. In the case of a leave to care for an adopted child, the leave shall commence upon entry of an order by an appropriate court granting custody of the child. Child care leaves of absence for non-tenured Association members with less than three years of service to the District will be governed by Board policy.
- b. A written request for a child care leave must be submitted to the Superintendent of Schools no later than five (5) school months prior to the date requested except in the case of an appropriate court granting adoption of the child to the Association member. This request must include a statement that the Association member plans to return to her/his duties in the Massapequa Public Schools.
- c- A child care leave of such duration that the time of return of the Association member from the leave shall coincide with September 1st or February 1st of any school year.
- d- At the time a child care leave is granted, it shall contain a specific expected date of return. The Association member shall have no right to return prior to that date. An Association member intending to return on the date specified in the leave must notify the Superintendent of that intention no later than five (5) school months prior to the scheduled date of return.
- e- An Association member returning from a child care leave shall be placed on the step of the salary schedule for which the Association member was eligible when he/she went on leave.
- f- The Board reserves the right to limit the number of unpaid leaves in any school year under Paragraphs "G" and "K" of this Article. Association members on unpaid leaves of absence may continue health insurance coverage if they assume both the employer and employee contributions.
- g- Approval for leaves noted in Paragraphs "G" and "K" of this Article will be subject to:

- 1) Availability of replacement substitutes.
- 2) The number of teachers within a tenure area/building on leave.
- 3) The percentage of the total faculty on leave.
- 4) Other educational considerations.

ARTICLE V

TUITION REIMBURSEMENT PLAN

Employees may submit application for tuition reimbursement grants of up to \$800 for the consideration of the Board of Education. Consideration shall be limited to study directly related to the employee's current duties and shall be granted at the discretion of the Board of Education upon the recommendation of the Superintendent of Schools.

ARTICLE VI

LIAISON

The Superintendent of Schools, or his representative, and the President of the Association shall meet monthly, or more frequently as may be agreed upon, during the school year to consult informally on matters of district wide concern and on staffing and other policies relating to the personnel covered by this agreement.

ARTICLE VII

LONG TERM ILLNESS PROTECTION PLAN

Effective September 1, 1974, all employees who have completed three or more years of continuous service in the district and who have been absent from work for over twenty (20) consecutive work days due to a medically certifiable long term illness (involving mandatory hospital confinement) and who have expended their sick bank salary protection shall be eligible for coverage under the self-insured district long term illness protection plan in accordance with the following regulations and procedures:

1. Application for coverage can be arranged by contacting the District Personnel Office in advance of the last day of salary coverage.
2. The employee shall submit by mail or messenger an application for coverage and written report from his family physician concerning his/her illness. (Forms available in the District Personnel Office.)
3. The application and family physician's statement must be approved by the School District Physician. Adequate information shall be provided to allow for a

consultation process between the physicians. Periodic verification of continuation of illness may be requested by the Board from the employee and his physician.

4. An approved applicant will be eligible to receive coverage at his annual base salary per diem rate (1/200) up to a total of \$8,000 commencing on the first workday of continued illness absence that the employee is off the payroll by virtue of having expended his or her sick leave bank. Such payment may take into account any benefits received by the employee from Workman's Compensation.
5. In the event that the employee's illness extends over the summer vacation, coverage payments will cease and resume on the first working day of the new school year and shall continue to the aforementioned limit. Regular yearly sick bank allotment shall be activated upon the first day that the employee returns to work in the new anniversary year.
6. An individual who has been on extended sick leave benefit and who suffers a relapse or a recurrence of the same illness will resume extended illness allowance at the point reached when he returned to duty prior to such relapse or recurrence.
7. The total yearly sums available for such purpose shall be as follows:

<u>Year</u>	<u>Individual Maximum</u>	<u>Unit Maximum</u>
2002-2003 through 2005-2006	\$8,000	\$24,000

Total payments in any one school year shall not exceed that amount and any funds remaining shall not be accumulated or carried over.

8. Employees who make application for a leave of absence for reasons of extended illness shall be eligible up to the limits of the plan.
9. Replenishment Clause

All employees who have completed three or more years of continuous service in the district who have been absent from work for over twenty (20) consecutive workdays due to a medically certifiable illness and who have not expended their sick bank salary protection shall be eligible for a replenishment of sick days in the school year following the medically certifiable illness in accordance with the following procedure:

Application for such coverage shall be submitted at the time of illness in accordance with Items 2 and 3 (above).

**

The number of days to be replenished shall be determined by dividing the employee's 1/200 annual base salary per diem rate into \$8,000. The amount of days returned to the employee's sick bank shall not cause the bank to exceed the total number of days credited prior to the commencement of the illness. Such replenishment days shall not result in the employee claiming sick day bonus allocation. Such allocation shall be computed in the days remaining in the bank at the close of the school year.

ARTICLE VIII

PROFESSIONAL ROLE

A. Professional Committees

It is agreed that as district professional councils and/or committees on curriculum are formed, consideration will be afforded to representation thereon by Unit IV members. Where in the Superintendent's discretion it is appropriate to do so, one member of this unit shall be part of the District's Educational Advisory Committee.

B. Use of Mailboxes

Association member organizations shall have free access to and use of mailboxes. Such use shall be in accordance with the guidelines set forth in Schedule "F" of the teachers' contract.

C. Personal Files

Association members shall have full access to their personal files. Association members shall be notified in writing when additions or deletions are made to their personal files. The Association member shall be given an opportunity to examine such materials and to append any materials or statement he/she may wish to the materials in his/her file.

ARTICLE IX

MAINTENANCE OF STANDARDS

Hours and leaves shall be maintained at no less than the highest minimum standards at the time this agreement is signed.

ARTICLE IX-A

WORK YEAR

Effective July 1, 2002, all Association members will provide 10 (ten) additional days of service beyond that required by the School Calendar adopted by the Board of Education. A

calendar for such days will be developed by the Superintendent or his/her designee and distributed reasonably in advance to association members.

ARTICLE X

TRANSFERS

Whenever possible and except in emergency or unusual circumstances which would require shorter notice, an individual covered by this agreement will be notified of his transfer to another building at least thirty (30) days prior to such transfer and he will be afforded an opportunity to discuss such transfer with the Superintendent of Schools or his representative.

ARTICLE XI

PROMOTIONS AND VACANCIES

Whenever the filling of an administrative or supervisory vacancy is contemplated, the Board shall publicize said position in the Central Administration Building and in each school building. The notice shall set forth a description of the qualifications for the position, including duties, salary range, and the procedure for the selection process.

ARTICLE XII

TAX SHELTERED ANNUITY PLAN

Personnel covered by this Agreement shall be entitled, upon request made reasonably in advance and in accordance with the rules and regulations adopted by the Board of Education, to participate through a payroll deduction plan in a district tax sheltered annuities program. The implementation of this plan shall be dependent upon the operational status of new payroll equipment as determined by the Assistant Superintendent for Business.

ARTICLE XIII

FACILITIES

~~All areas used by students and teachers shall have proper lighting, ventilation and heating and otherwise be maintained in a clean, safe and healthful condition appropriate to the teaching and learning situation.~~

ARTICLE XIV

LEGISLATIVE ACTION

It is agreed by and between the parties that any provision 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 XV

SAVINGS CLAUSE

If any provisions of this agreement shall be found contrary to law, then such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions and applications will continue in full force and effect.

ARTICLE XVI

MANAGEMENT RIGHTS

Except as otherwise provided herein, the Board shall continue to:

1. Direct and assign the work of its employees;
2. Maintain the efficiency of the school operation;
3. Determine the services to be rendered by the public schools;
4. Take such action as may be necessary to carry out the mission of the public schools;
5. Determine from time to time the methods, means, and personnel by which operations are to be carried on;
6. Be the policy-making and governing body of the public schools; and
7. Take any other action which is authorized by Education Law, Section 1709.

ARTICLE XVII

GRIEVANCE PROCEDURE

It is the declared objective of the parties to encourage the prompt and informal resolution of differences as they arise and before recourse is had to the more formal procedures described herein. Nothing contained herein shall be construed to prevent any individual covered by this agreement from informally discussing a problem with his/her principal or vice principal.

Formal grievances shall originate in a written complaint stating the specific grievance and the decision at each step shall be communicated in writing to the aggrieved employee and to the Association.

A. Definition

A grievance is a complaint concerning the violation, application or interpretation of this contract as to a condition of employment expressly provided for herein. However, this procedure shall not be used to adjust a complaint where (1) the law establishes and requires a specific procedure and method of redress inconsistent with the procedure herein established, or (2) the Board is without authority to act.

B. Appearance and Representation

1. Meetings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend; when such meetings are during school hours all employees who are present at the meeting shall be excused with pay for that purpose.
2. At the first two steps of this procedure, an aggrieved employee may choose to be represented by the Association or he/she may represent himself/herself.
3. Either the Board or the Association may present and process grievances. Such Board or Association grievance shall be initiated in writing at the appropriate step.
4. The Association shall be advised of all grievances filed, and shall be notified of the time and place of any meetings. It may, if it wishes, be represented at each meeting and make its views known.

C. Adjustment of Grievance

Step I: Immediate Supervisor

The employee and/or an Association representative shall present the grievance to his/her immediate supervisor (generally the building principal or his/her representative). The principal or his/her representative will render a written decision within ten (10) school days after the receipt of the written grievance. If the matter is not satisfactorily resolved at Step I,

the aggrieved employee or his/her representative may within five (5) school days after receipt of the Step I decision, appeal in writing to the Superintendent of Schools or his designated representative.

Step II: Superintendent of Schools

The Superintendent or his designated representative shall arrange for a hearing within five school days after receipt of an appeal from Step I. The Superintendent or his designated representative will render a written decision with ten (10) school days after the hearing is concluded. If the matter is not satisfactorily resolved at Step II, then the grievance may proceed to Step III by notice to the Superintendent or his designated representative in writing within ten school days after receipt of the Decision at Step II.

Step III: Advisory Arbitration

The matter shall be submitted to an arbitrator experienced in public school employment relations as provided under the rules of the American Arbitration Association.

The arbitrator shall issue his/her written determination and award not later than thirty (30) days from the close of hearings, or, if oral hearings have been waived, then from the date of transmission of the final statements and proofs to the arbitrator. The determination and award of the arbitrator shall be advisory to the parties. Each party shall make known to the other its response in writing to the determination and award within ten school days after receipt of the determination and award.

The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding insofar as they relate to hearings, fees, and expenses. The arbitrator's fee and expenses will be shared equally by the parties.

D. Special Procedure

1. In the event a grievance arises at the end of the school year, the time limits set forth herein will be reduced wherever possible so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as may be practicable.
2. Grievances arising from the action of officials other than the immediate supervisor may be initiated and processed with such official initially. Where appropriate, such grievances may be initiated at Step II.

E. General

1. The filing or pendency of any grievance under the provision of this article shall in no way operate to impede, delay or interfere with the right of the Board to take the action complained of, subject however to the final decision on the grievance.

2. Failure at any step of the procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
3. The time limits specified in any step of this procedure may be extended, in any specific instance, by mutual agreement.
4. A grievance will be deemed to have been waived unless presented within thirty school days after the event or events on which the grievance is based is known or should reasonably have been known by the grieving party.

F. Exclusivity

This procedure shall be the sole and exclusive method for resolving grievances of employees covered by this agreement in the Massapequa School District.

ARTICLE XVIII

ACCOUNTABILITY AND PERFORMANCE

Prior to the implementation of any future salary increase negotiated by the parties, an employee who has provided unsatisfactory performance shall be referred to a special review panel comprised of a representative of the Association, a representative of the Board of Education and an impartial Chairman. The special panel shall determine if just cause exists to withhold all or part of the salary increase. The procedure to be utilized in such instance is outlined in the Collective Negotiations Agreement for teachers (1980-1982) and is included herein by reference.

ARTICLE XIX

ASSOCIATION RIGHTS

A. Payroll Deduction of Dues

1. Association dues, as certified by the President of the Association to the Board, shall be deducted in ten equal installments from the pay checks of members who submit dues deduction authorization cards signed by individual teachers. Such deduction shall be made within forty-five days of receiving the dues deduction authority and shall be made retroactive to the payroll deduction period, succeeding the date of the authorization.

The Association shall forward a list of employees who have authorized deduction dues. The district shall certify that dues were deducted from those on the list. The amounts

deducted shall be transmitted to the Association at an address designated in writing by the President of the Association, no later than seven days after such deductions are made. Members who desire to revoke their payroll deduction authorization must notify the Association and the Board in writing at least thirty days before the effective date of any such revocation.

2. Every member of the bargaining unit who is not a member of the Association shall, as a condition of continuing employment, within thirty (30) days after the initial date of employment or within thirty (30) days after this section becomes effective, whichever is later, pay to the Association an agency fee; such fee shall be equal to the membership dues of the Association and its affiliates. Such fee shall be deducted by the District and transmitted to the Association.

Whenever the District is required to deduct and pay over an agency fee, no such deduction or payment shall be made by the District unless and until the Association shall file with the District a written order, in the manner and on a form to be mutually agreed upon by the District and the Association, stating the amount of the agency fee to be so deducted and paid on behalf of such unit member. The Association shall certify to the District in writing the current rate of agency fee. The Association shall give the District thirty (30) days written notice prior to the effective date of any changes in the agency fee.

B. Attendance at out of District Conferences

Members of the Association's Executive Board shall be entitled to a total of three (3) days to attend out of District conferences and meetings.

C. Communications

Authorized representatives of the Association shall be allowed to use interschool telephones for official Association communications, so long as such use does not disrupt the administrative or the instructional program.

Authorized representatives of the Association shall be allowed to use interschool mail for official Association communications. It is not intended that this apply to material for bulk distributions and such mailings shall be limited to intra-district points.

D. Meetings

The Association shall be entitled to use appropriate school facilities to hold meetings after school hours upon approval of a written request by the Building Principal or his/her representative. Such requests shall be made on the teacher organization "Request for Use of School Facilities" form as early as possible prior to the meeting and shall be expeditiously answered and shall be granted except when in conflict with scheduled faculty meetings or for other good cause. Where a request is denied, the Building Principal or his representative shall indicate the reason for denial and shall inform the Association of the earliest date on which the meeting may be held. Meetings as described herein may be held at any time

which does not interfere with the instructional program or the supervision and dismissal of children.

The announcement of Association meetings through school public address systems shall be made at the times and in the same manner as announcements of other group activities.

E. Information to the Association

Names of district teachers who apply for vacant positions and their seniority shall be provided to the Association upon request. The Board shall provide the Association President or Building Representative with a duplicate copy of all job postings on all open positions.

ARTICLE XX

ZIPPER CLAUSE

It is agreed that all negotiable items have been discussed during the negotiations leading to the agreement and that negotiations will not be reopened on any item, whether contained herein or not, during the life of this agreement.

ARTICLE XXI

DURATION

This agreement shall be effective as July 1, 2002 and shall continue in effect until June 30, 2006.

**BOARD OF EDUCATION, U.F.S.D.
Massapequa, New York**

BY: *Arlene Martin*
Arlene Martin, President

**MASSAPEQUA ASSOCIATION OF CHAIRPERSONS
AND SUPERVISORY PERSONNEL**

BY: *Michael McCormack*
Michael McCormack, President

Exhibit A

Salary Schedule -- Unit IV 2002 - 2003		
	Coord. Chairperson Dean/Elem. A.P.	Chairperson
STEP		
1	\$ 78,639	\$ 78,089
2	\$ 82,571	\$ 82,021
3	\$ 86,502	\$ 85,952
4	\$ 90,667	\$ 90,117
5	\$ 94,599	\$ 94,049
6	\$ 99,253	\$ 98,703
7	\$ 102,462	\$ 101,912
8	\$ 106,350	\$ 105,800

Exhibit B

Salary Schedule -- Unit IV
2003 - 2004

	Coord. Chairperson Dean/Elem. A.P.	Chairperson
STEP		
1	\$ 80,998	\$ 80,448
2	\$ 85,048	\$ 84,498
3	\$ 89,097	\$ 88,547
4	\$ 93,387	\$ 92,837
5	\$ 97,437	\$ 96,887
6	\$ 102,231	\$ 101,681
7	\$ 105,536	\$ 104,986
8	\$ 109,540	\$ 108,990

Exhibit B

Salary Schedule -- Unit IV 2003 - 2004		
	Coord. Chairperson Dean/Elem. A.P.	Chairperson
STEP		
1	\$ 80,998	\$ 80,448
2	\$ 85,048	\$ 84,498
3	\$ 89,097	\$ 88,547
4	\$ 93,387	\$ 92,837
5	\$ 97,437	\$ 96,887
6	\$ 102,231	\$ 101,681
7	\$ 105,536	\$ 104,986
8	\$ 109,540	\$ 108,990

Exhibit C

Salary Schedule -- Unit IV		
2004 - 2005		
	Coord. Chairperson Dean/Elem. A.P.	Chairperson
STEP		
1	\$ 83,428	\$ 82,878
2	\$ 87,599	\$ 87,049
3	\$ 91,770	\$ 91,220
4	\$ 96,189	\$ 95,639
5	\$ 100,360	\$ 99,810
6	\$ 105,298	\$ 104,748
7	\$ 108,702	\$ 108,152
8	\$ 112,827	\$ 112,277

Salary Schedule -- Unit IV
2005 - 2006

	Coord. Chairperson Dean/Elem. A.P.	Chairperson
STEP		
1	\$ 86,765	\$ 86,193
2	\$ 91,103	\$ 90,531
3	\$ 95,441	\$ 94,869
4	\$ 100,036	\$ 99,464
5	\$ 104,374	\$ 103,802
6	\$ 109,510	\$ 108,938
7	\$ 113,051	\$ 112,479
8	\$ 117,340	\$ 116,768