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Contract Database Metadata Elements

Title: **Center Moriches Union Free Schools and Center Moriches Administrators Association (2008)**

Employer Name: **Center Moriches Union Free Schools**

Union: **Center Moriches Administrators Association**

Local:

Effective Date: **07/01/08**

Expiration Date: **06/30/13**

PERB ID Number: **8148**

Unit Size: **4**

Number of Pages: **15**

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AD / 8148

AGREEMENT

CENTER MORICHES BOARD OF EDUCATION

AND

CENTER MORICHES ADMINISTRATORS' ASSOCIATION

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

JAN 22 2010

ADMINISTRATION

JULY 1, 2008- JUNE 30, 2013

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Center Moriches Administrators' Association

Agreement entered into for the period July 1, 2008, through June 30, 2013, by and between the BOARD OF EDUCATION, CENTER MORICHES UNION FREE SCHOOLS, SUFFOLK COUNTY, NEW YORK (hereinafter called the "Board") and the Center Moriches Administrators' Association (hereinafter called the "Association"), on behalf of its members (hereinafter called "Employees").

WITNESSETH

Whereas, the Board and the Association recognize and declare that providing a quality education for the children and adults of Center Moriches is their mutual aim;

Whereas, the parties have reached certain understandings which they desire to confirm in the Agreement;

NOW, THEREFORE, it is mutually agreed that:

ARTICLE I - RECOGNITION

The recognition of the Association by the Board pursuant to Article 14 of the Civil Service Law as the exclusive representative of the employees in the employer-employee negotiation unit defined in Section 201 above is confirmed and extended for the maximum period permitted by law.

ARTICLE II - NEGOTIATING UNIT

- A. The appropriate employer-employee unit, in accordance with Article 14 of the Civil Service Law to which this Agreement applies, consists of all full-time, annually-employed administrative personnel as follows: High School Principal, High School Assistant Principal, Elementary School Principal, Director of Special Services, Middle School Principal, and District Athletic Director.
- B. If during the course of this Agreement the District adds any full-time, annually employed, 12-month administrative personnel, these individuals shall be included as members of this bargaining unit.
- C. Before the District initiates action to have a position currently identified as being in the Association declared a managerial or confidential position, the District agrees to discuss its intentions with the Association. In the event that both sides are not then in agreement with such proposed declaration, the parties agree to refer the matter to PERB for a binding decision.

ARTICLE III - NEGOTIATION PROCEDURES

- A. The Association will, by January 15 of the year of the expiration of the existing contract, make every reasonable effort to inform the Board of its contract proposals, which require specific budget allocations.

Center Moriches Administrators' Association

ARTICLE III - NEGOTIATION PROCEDURES, continued

- B. The Board will, upon request, furnish the Association with reasonable information that will assist in the development or evaluation of proposals.

ARTICLE IV - PRIORITY OF AGREEMENT

- A. The Board shall make no policy which conflicts with the provisions of this Agreement except as provided by changes in the law or in Commissioner's Regulations.
- B. Nothing contained herein shall be construed to deny or restrict the rights any employee may have under the New York State Education or Civil Service Laws or any other applicable laws and regulations. The rights granted hereunder shall be deemed to be in addition to those provided above.
- C. If any provision of this Agreement is or becomes invalid or legally unenforceable, all other provisions of this Agreement shall nevertheless continue in full force in effect, and the parties will meet at a mutually convenient time to negotiate substitute terms for such invalid or unenforceable provisions.

ARTICLE V - ASSOCIATION STATUS AND RIGHTS

A. Right of Organization

All eligible employees shall have the right to join and participate in the activities of the Association.

B. Right of Representation

All eligible employees shall have the right to be represented by the Association to negotiate collectively with the Board in the determination of compensation and terms and conditions of employment, and for the resolution of grievances.

C. Records and Reports

The Association shall certify to the Board the names of its authorized representative for negotiations, discussions, or grievance purposes.

D. Dues Deduction

Subject to reasonable procedural requirements, employees may sign and deliver to the Board by July 1 of the school year, an assignment authorizing deduction of membership dues of the Association.

Center Moriches Administrators' Association

ARTICLE VI - ASSIGNMENT AND TRANSFER

- A. Each employee shall be provided with a current job description and an administrative table of organization. No adjustment or change in job description can be accomplished without consultation with the Association.
- B. Except in emergencies, which by their nature do not permit advanced notice, an employee shall not be involuntarily transferred to another assignment without a ninety (90) day prior written notice stating the specific reason for the member's transfer, and with reasonable opportunity for the employee to state his/her objections, if any. Once the transfer decision has been made, the Association will receive written notice of the transfer.
- C. An emergency or involuntary transfer shall not be effective for longer than six (6) months after its initiation. In the interim, regular procedures for filling the original vacancy shall be pursued. Additional compensation (commensurate with the newly assigned duties) shall be negotiated with the Association.
- D. There shall be no reduction in salary for an administrator should he/she be involuntarily transferred as per this Article.
- E. No agreement arrived at with any other bargaining unit shall be interpreted as including that unit in the evaluation or transfer of any unit member. In instances involving promotional positions for unit members, members of other bargaining units shall be permitted to serve in advisory capacities only.
- F. When a selection committee is formed to advise the Board regarding an administrative or supervisory position unit members will participate as members of said committee.

ARTICLE VII - EMPLOYEE SECURITY

- A. In the event the District intends to eliminate any position of employment included in the negotiating unit covered by this Agreement, it shall give notice of such intention to the Association by April 15 of the school year preceding the fiscal year in which the position is scheduled for elimination. Upon request the Superintendent will meet with representatives of the Association and the employee involved for the purpose of discussing said decision and impact thereof.
- B. In the event of elimination of a position held by a unit member who has served in the District as an administrator for three or more years or as a District employee, the member affected shall:
 - 1. Receive consideration and be interviewed for any other available administrative or teaching position for which the employee is certified and qualified.

Center Moriches Administrators' Association

ARTICLE VII - EMPLOYEE SECURITY, continued

- C. Upon separation, an administrator may cash in one (1) sick day for one (1) paid day up to a maximum of one hundred ten (110) days. Per diem rate will be calculated at 1/220th of annual salary on day of retirement.
- D. For those Administrators hired after July 1, 1995, the following shall apply, "Upon separation from the District, due only to the elimination of position (reduction in force), retirement, or death (monies to be paid to estate and/or beneficiary) an Administrator may cash in one (1) sick day for one (1) paid day up to one hundred ten (110) days." No more than 10 days of past-accumulated time, which was interrupted by service out of the District, will be considered.

ARTICLE VIII - CONFERENCE ATTENDANCE

- A. It is recognized that professional or business conferences serve to provide administrators with up-to-date information regarding procedures, practices, curriculum, exemplary programs, educational material, cultural exchange, and local, state and federal regulations.
- B. As approved by the Superintendent of Schools, administrators shall be provided with sufficient conference and travel funds to cover conference fees and reimbursement for all meetings and conferences.

ARTICLE IX - DEFENSE AND INDEMNITY

The District shall cooperate with and render legal and other assistance to unit members who find themselves involved in civil and criminal legal matters in accordance with the provisions of Sections 3023 and 3028 of the New York State Education Law.

ARTICLE X - STAFFING

- A. No change in the current class-size policies of the Board shall be made without prior consultation with the principals.
- B. Secretarial, clerical, custodial, and paraprofessional will function under the day-to-day supervision of the principal or, in the case of district-wide administrators, their immediate supervisor. Transfers of teachers, secretaries, custodial, and paraprofessionals working under the day-to-day supervision of any unit member shall be made only after consultation with the immediate supervisor.

Center Moriches Administrators' Association

ARTICLE XI - CONSULTATION PROCEDURES

- A. Meetings of the Superintendent and the Association will be held upon the written request of either of the parties. Requests for meetings should contain specific statements of matters to be discussed. A meeting at a mutually convenient time and place will be held within ten (10) school days of the date of the request or as soon thereafter as possible.
- B. Facts, opinions, proposals, and counter proposals will be exchanged freely at these meetings in an effort to reconcile differences and to reach mutual understanding and agreement. Such discussion or agreement shall not alter the provisions of this agreement.
- C. A record of agreements reached and information regarding such agreements may be disseminated by either party subject to advance notification to the other party.
- D. The Superintendent shall provide the Association with reasonable notice of any change in policy or administrative regulation affecting the terms and conditions of service prior to implementation. The Association will acknowledge all such proposals and indicate which one, if any, requires further exploration. Except in case of emergency, the Association has the right to request a delay in the implementation of the proposed change in order to permit further study. In no event shall such delay exceed five (5) months.
- E. The annual school calendar shall be developed in consultation with the Association.
- F. Any complaint brought to the attention of the Superintendent of Schools regarding an administrator or supervisor shall be brought to the attention of the administrator within twenty-four (24) hours. The administrator shall have the right to meet with the complainant and Superintendent to discuss the complaint. The administrator shall have the right of representation by the Association at any subsequent meetings on the matter.
- G. Before any formal action is finalized by the Superintendent, the administrator in question will have the option of responding and have such response placed in his personnel file.

ARTICLE XII - STAFF DEVELOPMENT

All members of the Association shall be permitted to participate in any existing in-service programs or courses unless participation interferes with regular administrative duties. In addition, the District will provide compensation for up to six (6) credits per year for graduate study, administrative or supervisory staff development programs. Such programs shall be designed and carried out by the employees with the approval of the Superintendent. Effective July 1, 2008 an annual doctorate increment of \$1,500 will be paid to unit members who have acquired a doctoral degree from a fully accredited institution of higher learning.

Center Moriches Administrators' Association

ARTICLE XIII - SALARY AND OTHER COMPENSATION

- A. Effective July 1, 2008, salaries shall be increased by 3.55%.
Effective July 1, 2009, salaries shall be increased by 3.55%.
Effective July 1, 2010, salaries shall be increased by 3.55%.
Effective July 1, 2011, salaries shall be increased by 3.55%.
Effective July 1, 2012, salaries shall be increased by 3.55%.

- B. **Merit**

During each year of the term of this contract, each administrator will be eligible to receive a 1% merit increase. The 1% merit increase, awarded for achieving professional goals during a specific school year, will be applied to the base salary of the subsequent school year. At the end of each year, the awarding of the prospective 1% merit increase will be applied to the base salary for the subsequent school year. The procedure for awarding a merit increase can be found in Appendix A.

- C. **Professional Development**

Those who elect to participate in the Professional Development Plan, must complete 20 hours of professional development and adhere to the guidelines and stipulations of an individual professional development plan, hereto, The Plan, will receive a stipend of \$1,500. Such stipend shall be paid separate from any salary, and shall not be added to the base salary.

- D. **Longevity**

It is agreed that time employed in the District is of value to the District in terms of added experience of the administrator and continuity within the supervisory assignment. Administrators will be additionally compensated in the form of a salary increment of \$2,700 at the three-year anniversary date of administrative service in the district, and an additional \$1,000 on the six-year anniversary.

- E. **Compensation Beyond Effective Contract Salary**

- 1. The Board and the Association recognize that as a matter of principle there can be no rigid time limits set upon the on-site time required in carrying out the duties and tasks assigned to his/her position. However, the Board also recognizes both the need and desirability to pay individuals amounts beyond regular salaries when in extraordinary situations an administrator, upon request, assumes duties and responsibilities which are above and beyond his/her job description and clearly belong to another administrative position. In such cases, the Association shall negotiate with the District the amount of additional compensation that shall be commensurate with the extra work performed.

Center Moriches Administrators' Association

ARTICLE XIII - SALARY AND OTHER COMPENSATION, continued

2. The Board recognizes that when, in the course of his/her duties, an administrator is required to attend a late night meeting (after 10 pm), it is accepted practice (at the discretion of the Superintendent) to report to his/her assignment at a later time than the usual reporting time on the following morning.
3. Except where such instruction is clearly part of the regular duties as defined in the current job description, a unit member shall be compensated additionally for in-service course instruction at a rate no less than the highest paid by the Board to any other instructor.
4. Administrators shall be reimbursed for mileage incurred during the use of their personal automobiles as approved by the Superintendent for District business. Such reimbursement shall be at the rate currently approved by the Board for all employees.

F. Salary Adjustment (to be added after the annual 3.55% increase)

All administrators shall be eligible for a salary adjustment, which will be added to the base salary as follows:

<u>Administrative Area</u>	<u>Salary</u>	<u>2008 Adjust.</u>	<u>2009-2012</u>
Special Ed. Director	\$122,000	+\$11,000	\$1,500
Elementary Principal	\$119,200	+\$6,500	\$1,500
Middle School Principal	\$130,400	+\$6,500	\$1,500
High School Principal	\$142,000	+\$250	\$1,500
High School Asst. Principal	\$103,480	+\$4,650	\$1,500

ARTICLE XIV - ADMINISTRATIVE WORK YEAR

- A. An administrators' work year will consist of:
1. The teacher work calendar as approved by the Board;
 2. The summer calendar between the end of school in June and the beginning of school in September, less twenty (20) days.
 3. Administrators must utilize all twenty (20) vacation days during the summer months unless, with the Superintendent's written permission, the days are scheduled at another time during the school year. Only with the written permission of the Superintendent may an Administrator carry over no more than five (5) days into the following school year. The following provision will take effect in 2005-2006: with the approval of the superintendent, vacation days not able to be taken will be reimbursed at the per diem rate (1/220) as follows:

With five (5) years in unit – maximum of two (2) days.
With ten (10) years in unit – maximum of three (3) days.

Center Moriches Administrators' Association

ARTICLE XIV - ADMINISTRATIVE WORK YEAR, continued

- B. It is recognized that the District is responsible for planning such that administrative work can be accomplished within this schedule. However, it is also recognized that emergency or other unforeseen circumstances may require administrators to work during school calendar vacation periods (September 1 to June 30). It is agreed, therefore, that the District shall make every effort to avoid this situation. In instances where this is not possible, the Superintendent may, with reasonable notice, require administrators to work during school calendar vacation periods that occur within the teachers' contract work year. It is agreed that the school district shall compensate said administrators for days worked beyond three (3) during school vacation periods. This compensation may be in the form of compensatory time or salary at the current rate of pay at the discretion of the administrator. Should the administrator opt for compensatory time, specific dates are subject to the approval of the Superintendent.
- C. **Additional Workdays:** Additional Workdays: Members will work three (3) additional days with summer hours. The specific days will be determined annually, and arrived at by consensus of the members and with approval of the Superintendent. In lieu and in satisfaction of the above three days, unit members can opt to participate in the Diversity Fair and The Black Educator's Luncheon, which are traditionally held on a weekend providing that one or two administrators volunteer to attend said events.
- D. During the first two weeks after school closes, administrators will work a seven (7) hour day inclusive of a one hour lunch break. During all other summer, days, administrators will work a six (6) hour day. Further, administrators must work a minimum of five (5) of the 10 business days immediately after school closes.
- E. All administrators will be required to attend at least five (5) evening events, other than those associated with their school and/or department, as assigned by the Superintendent of Schools.
 - 1. All administrators will attend five (5) additional District events, inclusive of Graduation ceremonies other than the one for their particular school, PTA/SEPTA Meetings (after the first meeting of attendance), CMTA awards ceremony, and Board of Education Meetings excluding the opening of school meetings and budget presentation meetings.
- F. Upon advanced notification, the Superintendent may in the event of a specific or unanticipated matter or emergency request that an administrator work up to ninety (90) minutes after the workday of teachers in his/her building. Only in the event of emergencies involving the health and safety of students may an administrator be requested to stay beyond ninety (90) minutes.

Center Moriches Administrators' Association

ARTICLE XV - INSURANCE AND RETIREMENT BENEFITS

A. Health Insurance

The District will continue the present health insurance plan and its available options on a family coverage basis. Each active participating unit member shall have the District pay 85% of the annual premium for the term of this agreement.

B. Dental Insurance

The District will provide the same dental plan benefits as are available to the Center Moriches Teachers' Association.

- C. The District will provide payment of 50% of the Employer's share of the health insurance premium to any Administrator who declines participation in the health insurance program. Such declination to be on an annual basis and such payment not to be considered as salary, and to be made in a lump sum payment before December 31 of each year.

D. Flex Benefit Plan

The Flex Benefit Plan, established September 1, 1996, shall remain in effect during this contract.

- E. The District may offer to Administrators as an option to the New York State Empire Plan, alternative health insurance programs, with annual premiums to be paid by the District at the rate noted in Article XVA.

- F. During the course of the Agreement, the District will pay 60% of the annual premium amount for any administrator who wishes to participate in the Mutual of Omaha Disability Policy through the School Association of New York State (SAANYS). Any administrator who is denied disability coverage by the insurance company will receive 100% of the payment that would have been made by the District (60% of total premium).

G. Group Term Life Insurance

The District will provide for each member of the Association a group term life insurance policy in the amount of one hundred thousand dollars (\$100,000) covering that member's lifetime.

H. Vision Plan

The District will make available to each member of the Association an Eye Care Plan (vision insurance policy), the cost of which will be shared equally (50/50) by any member electing to be covered and by the District. The District will provide the same vision plan benefits as are available to the Center Moriches Teachers' Association after June 30, 2009.

Center Moriches Administrators' Association

ARTICLE XVI - RETIREMENT PLAN

Administrators hired after September 1, 2008, are not eligible for this provision under any circumstances.

The District shall continue the health and dental benefits of the administrator into retirement. The district and retiree shall enter into an individual contract regarding the 90% health and dental insurance payments to be made by the District for the duration of his/her lifetime. Such provisions shall cease upon the demise of the retiree. *Administrators must have served the District for at least 10 years.*

ARTICLE XVII - SICK LEAVE

- A. Fifteen (15) days will be allowed for sick leave each year, five (5) of which may be used for illness in the immediate family. The total unused portion of days designated as sick leave days shall be accumulated each year until a total of two hundred twenty (220) days has been reached.
- B. Sick leave for administrators hired during the year (for less than the full school year) shall be prorated on a month-by-month basis.
- C. The District may require a doctor's certificate for any sick leave of (3) or more consecutive days. Any administrative absence of more than five (5) consecutive days of sick leave shall require a doctor's certificate indicating the employee's ability to resume normal duties.

ARTICLE XVIII - PERSONAL AND BEREAVEMENT LEAVE

- A. Four (4) days of personal leave shall be allowed each year. Personal leave shall refer to time off for business that cannot be planned or taken care of at any other time. Normally, personal leave shall not be taken just prior to or immediately following regularly scheduled vacation periods during the school year. Notification to use personal leave shall be made in advance by submitting to the Superintendent of Schools a signed statement indicating that the leave is being taken in accordance with the terms of the Agreement.
- B. Any unused portion of personal leave days shall be added to the administrator's sick leave accumulation pursuant to Article XVII, Section A.
- C. Upon notification to the Superintendent of Schools, an administrator will be granted no more than four (4) consecutive calendar days' leave of absence with pay upon the death of the administrator's husband, wife, child, parent, parent-in-law, grandparent, grandparent-in-law, brother, brother-in-law, grandparent, grandparent-in-law, brother, brother-in-law, sister, or sister-in-law. The Superintendent of Schools shall extend the number of bereavement days through the use of other forms of accumulated leave time.

Center Moriches Administrators' Association

ARTICLE XIX - LEAVES WITHOUT PAY

- A. Administrators may, upon the recommendation of the Superintendent and the approval of the Board, be granted leaves of absence of one (1) year without pay to complete educational requirements or attain a degree, provided such leave is applied for by April 15 prior to its commencement. Such leave shall begin July 1. Upon return from such leave, the administrator or supervisor will be reinstated in his/her previous position and will be placed on the salary step to which he/she would have been entitled prior to the leave.
- B. The Board, upon the recommendation of the Superintendent, may grant administrators leaves of absence for reasons and purposes other than those specified with such conditions as to compensation, reimbursement of expenses, duration of leave, and otherwise, as the Board may judge fair and proper. Those on leave of absence for such other reasons or purposes will be reinstated in their previous positions upon their return. Persons hired to replace administrators and supervisors on leave of absence shall interview for the position.
- C. **Dependency Leave**
1. Upon the recommendation of the Superintendent and the approval of the Board, an administrator may be allowed a leave of absence without pay when family circumstances require his/her presence at home for an extended period of time. Such family circumstances shall include, but are not limited to, childcare, parent care, or long-term illness of a family member.
 2. Dependency leave without pay shall not be granted for a period greater than one (1) full school year or less than one-half a school year, unless mutually agreed upon by the employee and the Board.
 3. Dependency leave shall be requested in writing at least thirty (30) days prior to the start of such leave, stating the date of the anticipated termination of said leave, if possible. (In the event of an emergency, the 30-day prior-request stipulation may be waived.) The administrator shall have the option of requesting an extension of the leave by one-half a school year or multiple thereof, provided that such request be made at least thirty (30) days before the end of the agreed-upon leave, and also provided that such change does not conflict with any agreement made with a replacement.

ARTICLE XX - TAX-SHELTERED ANNUITIES

The District will make available to unit members the opportunity to participate in a reasonable number of tax shelter annuity plans offered by companies empowered to offer such plans in the State of New York. Compensation (sick days) paid at retirement will be eligible for unit members 403 (b).

ARTICLE XXI - RULES AND REGULATIONS

Board policies and procedures, which govern the personal standards of the conduct of employees within school premises, shall be uniform and district-wide.

Center Moriches Administrators' Association

ARTICLE XXII - GRIEVANCE PROCEDURES

A. Grievance Defined

"Grievance" shall mean any claimed violation, misinterpretation, or inequitable application of the terms of this contract.

B. Procedure

1. A grievance between an administrator and the District shall be reviewed in the first instance by conference between the administrator and an Association representative, if requested, with the grievant's supervisor.
2. If a grievance is not settled by conference as in level (1) above, the employee or the Association may, within 40 employee working days of the time the employee knew or should have known of the alleged violation, misinterpretation, request in writing a conference between the employee (with the Association representative) and the Superintendent or his designee. Such request shall be on a form provided by the District, and shall specify the exact Article and Section of this Agreement alleged to have been violated. Association-District grievance may be entered directly in writing at this stage.
3. The conference will be set for a date within one (1) week from receipt of a written request stating the nature of the grievance.
4. At the conference, the administrator and the administrator's representative may present oral and written statements or arguments, and call witnesses.
5. The Superintendent or the Superintendent's delegate shall answer the grievance in writing within ten (10) working days of the conference.
6. If after receipt of the Superintendent's answer the Association disagrees with the decision, the case will proceed as follows:
 - a. The Association and the Superintendent may agree upon a mutually acceptable arbitrator. If they are unable to agree, the grievance may be submitted pursuant to the rules and procedures of the American Arbitration Association within fourteen (14) days of such impasse.
 - b. The arbitrator shall be limited to ruling on the grievance as defined in this Agreement. The arbitrator shall have no power to add to, subtract from, supplement, or modify in any way any of the provisions of this Agreement.

Center Moriches Administrators' Association

ARTICLE XXII - GRIEVANCE PROCEDURES, continued

- c. The arbitrator's recommendation shall be made in writing and shall be rendered within thirty (30) days after the hearings are officially closed and/or the date post-briefs are filed by either side.
- d. The decision of the arbitrator shall be "ADVISORY" only, and shall be submitted to the parties. The Board of Education shall review such recommendation and shall render its decision, which shall be final and binding, no later than thirty (30) days after the issuance of such recommendation by the arbitrator.
- e. The costs of such arbitration shall be borne equally by the parties.

ARTICLE XXIII - CONSOLIDATION CONSIDERATION

In the event that a merger occurs with an increase in student enrollment and responsibilities for members in the unit, discussion will follow to evaluate a possible increase in administrative positions and compensation.

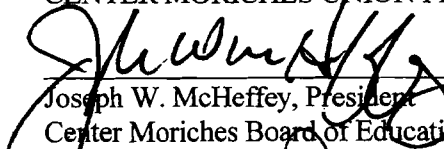
ARTICLE XXIV - DURATION PRESENT CONTRACT (2008-2012)

This Agreement shall be effective from July 1, 2008, to June 30, 2013.

In the event a successor agreement is not ratified on or before June 30, 2013, the provisions of Section 209A (1), (e) of the Civil Service Law, known as the Triborough Amendment, shall govern the continuation of benefits.

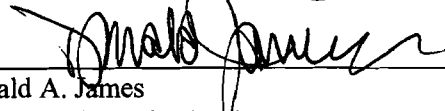
IN WITNESS WHEREOF, this Agreement has been duly executed by the parties to take effect the day and year first above written.

BOARD OF EDUCATION
CENTER MORICHES UNION FREE SCHOOL DISTRICT



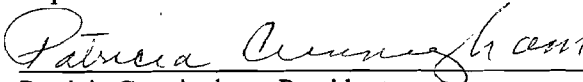
Joseph W. McHeffey, President
Center Moriches Board of Education

1-23-09
Date



Donald A. James
Superintendent of Schools

1/30/09
Date



Patricia Cunningham, President
Center Moriches Administrators' Association

2/6/09
Date