

**AGREEMENT BETWEEN THE
PATCHOGUE-MEDFORD BOARD OF EDUCATION
AND THE
PATCHOGUE-MEDFORD
ADMINISTRATORS' ASSOCIATION**

2013 – 2017

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THE PATCHOGUE-MEDFORD BOARD OF EDUCATION AND
THE PATCHOGUE-MEDFORD ADMINISTRATORS' ASSOCIATION
2013 – 2017**

ARTICLE I: RECOGNITION

The District recognizes the Patchogue-Medford Administrators' Association for the purposes of negotiation, as the exclusive collective bargaining representative for the Building Administrators (Principals and Assistant Principals) and, as of July 1, 2014, Directors (Directors, Athletic Director and CSE Chairpersons) of the District.

ARTICLE II: BASIC SALARIES

A. Positions being filled July 1, 2013, and thereafter, the starting salary range will be as follows:

Title 2013-2014	Low	High
Assistant Principal	\$114,500	\$118,154
Elementary Principal	\$132,771	\$137,644
Middle School Principal	\$136,426	\$142,516
High School Principal	\$169,314	\$176,622
Director	\$101,500	\$111,650
Athletic Director	\$106,575	\$116,725
CSE Chairperson	\$86,275	\$96,425

Title 2014-2015		
Assistant Principal	\$116,218	\$119,926
Elementary Principal	\$134,763	\$139,709
Middle School Principal	\$138,472	\$144,654
High School Principal	\$171,854	\$179,271
Director	\$103,023	\$113,325
Athletic Director	\$108,174	\$118,476
CSE Chairperson	\$87,569	\$97,871

Title 2015-2016 (effective July 1, 2015)		
Assistant Principal	\$117,961	\$121,725
Elementary Principal	\$136,784	\$141,804
Middle School Principal	\$140,549	\$146,824
High School Principal	\$174,432	\$181,960
Director	\$104,568	\$115,025
Athletic Director	\$109,796	\$120,253
CSE Chairperson	\$88,883	\$99,339

Title 2016-2017 (effective July 1, 2016)		
Assistant Principal	\$119,730	\$123,551
Elementary Principal	\$138,836	\$143,931
Middle School Principal	\$142,658	\$149,026
High School Principal	\$177,048	\$184,690
Director	\$106,136	\$116,750
Athletic Director	\$111,443	\$122,057
CSE Chairperson	\$90,216	\$100,830

An equity adjustment of \$3,000 shall be added to the above-referenced base salaries upon attainment of tenure. In lieu of this adjustment, administrators whose names appear with an asterisk (*) on Schedule A-1, shall receive the equivalent adjustment upon tenure set forth therein.

Salary increases for current staff base pay:

School year 2013-2014= 1.5% (retroactive to July 1, 2013)

School year 2014-2015= 1.5% (retroactive to July 1, 2014) - This increase shall not apply to those administrators whose names appear with a double asterisk (**) on Schedule A-1

School year 2015-2016= 1.5% (effective July 1, 2015)

School year 2016-2017= 1.5% (effective July 1, 2016)

B. Appointment to Principalship: Principals and assistant principals, who are current PMAA members who accept an appointment to a principalship, will be appointed at the salary that the member would have earned according to the specific position's salary schedule in the 2013-2017 contract. However, principals moving from positions in the district of elementary school principal to middle school principal or high school principal, or middle school principal moving to high school principal, shall have base salary increased by \$3,000 added to their base salary for each move. A high school principal moving to middle school principal or elementary school principal, or a middle school principal moving to an elementary school principal shall have base salary reduced by \$3,000 for each move. Notwithstanding the above, no unit member employed by the District as of December 19, 2011 shall be transferred from the position of elementary principal to middle school principal without his/her consent.

C. Longevity:

(1) For the 2013-2014 school year only, tenured Administrators shall receive a longevity stipend which will be included in base salary as follows:

After completion of 4 years of consecutive service in the District, \$1,000.

After completion of 9 years of consecutive service in the District, \$1,000.

After completion of 14 years of consecutive service in the District, \$1,000.

After completion of 19 years of consecutive service in the District, \$1,000.

After completion of 24 years of consecutive service in the District, \$1,000.

For the 2013-2014 school year only, Directors shall receive longevity payments based upon the number of years of service in the District. The amount of such longevity payments shall be \$100 per year of service. These payments shall be paid out evenly over the year, but shall not be included in the base salary.

Effective July 1, 2014 and thereafter, tenured PMAA members shall receive a longevity stipend which will be included in base salary as follows:

After completion of 4 years of consecutive service in the District, \$1,000.

After completion of 9 years of consecutive service in the District, \$1,000.

After completion of 14 years of consecutive service in the District, \$1,000.

After completion of 19 years of consecutive service in the District, \$1,000.

After completion of 24 years of consecutive service in the District, \$1,000.

(2) Longevity Stipend: Article II, Section C(1) shall be interpreted to mean that non-tenured PMAA members are eligible to receive the longevity stipend as of July 1 of the next school year after the school year in which said employee receives tenure.

D. Order of Operation:

(1) In any given school year, the “tenure stipend” set forth in Article II, Section A shall be applied to the member’s base salary after the annual percentage increase (raise) for that school year has been applied to the member’s base salary.

(2) In any given school year, the longevity stipend shall be applied to the member’s base salary after the annual percentage increase (raise) for that school year has been applied to the member’s base salary.

E. Doctorate Salary Adjustment:

For the 2013-2014 school year only, Administrators shall receive an adjustment of \$2,500 to be added to the base salary for the attainment of a doctorate.

For the 2013-2014 school year only, Directors shall receive \$3,000 annually after receipt of a Doctoral Degree (Ph.D. or Ed.D.). These payments shall be included in base salary and paid out evenly over the year. Directors who become eligible for this payment after July 1st of a given year shall be paid pro-rata for that year.

Effective July 1, 2014 and thereafter, PMAA members shall receive an adjustment of \$2,500 to be added to the base salary for the attainment of a doctorate.

F. Annexed hereto as Schedule A-1 is the salary schedule reflecting the salary increases, tenure boosts and longevity payments for each position for each year of this agreement.

ARTICLE III: INSURANCE BENEFITS

A. HEALTH INSURANCE

PMAA members shall enjoy the same health insurance benefits as those provided for teachers in the Patchogue-Medford Congress of Teachers’ (PMCT) Collective Bargaining Agreement. PMAA members shall contribute sixteen (16) percent of the cost of the health insurance premiums paid by the district. In the event that the contribution of health insurance premiums by the PMCT members shall change during the term of this contract, PMAA members shall continue to contribute sixteen (16) percent of health insurance premiums paid by the district.

When Medicare or a similar government health program becomes the primary health care coverage, the member's contribution will become 16% of the district's cost for the supplementary health care coverage.

Health Insurance Buy Back:

1. Administrators: At the time that both the Patchogue-Medford Board of Education and members of the Patchogue-Medford Administrators' Association approve this agreement, each administrator will be given the option of declining enrollment in the district's health insurance plan. Any administrator who declines the district's health insurance plan benefit will be paid 50% of the district's cost to provide health insurance to the administrator. An administrator who declines the health insurance coverage provided by the district shall have the option to reinstate the coverage as follows: The sum paid or to be paid to such an administrator shall be prorated. In the event that the proration results in a refund to the district, the refund shall be deducted in equal installments from the administrator's salary payments for the balance of the year after reinstatement. Should a waiting period be required prior to reinstatement, the administrator shall be reimbursed by the district for the cost of interim COBRA coverage. The amount reimbursed may not be greater than the cost to the district of the policy being reinstated.
2. Directors: Directors may elect to opt out of the District's health plan and thereby receive 50% of the District's cost of such membership, to be paid in two (2) equal payments, the first payment to be included in the first paycheck in December and the second to be included in the last paycheck in June. This option shall not be available for Association members who have a spouse working for the District and receiving health benefits. A Director who declines coverage shall have the option to reinstate coverage as provided by this Article at any time. The sum paid or to be paid to Directors shall be prorated. In the event the proration results in a refund to the District, the refund shall be deducted in equal installments from such Director's salary payments for the balance of the year after reinstatement. Should a waiting period be required prior to reinstatement, the director shall be reimbursed by the District for the cost of interim COBRA coverage. The amount reimbursed may not be greater than the cost to the District of the policy being reinstated.
3. NYSHIP Rules: The New York State Department of Civil Service's Memorandum of May 15, 2012, Number 122r3, purports to prohibit health insurance buyouts (receiving a payment for dropping health insurance coverage) where a spouse is covered by the New York State Health Insurance Plan ("NYSHIP"). The District recognizes that a lawsuit has been filed in State Supreme Court, Albany County (Index No. 6860-12) to declare Memorandum Number 122r3 unlawful and for related relief. A declaratory action has also been filed before PERB (DR-130 and DR-131) seeking to declare such buyouts to be mandatorily negotiable notwithstanding Memorandum Number 122r3. Pending resolution of that litigation, the parties agree as follows:

- a. The District shall enforce the rule as set forth in the May 15, 2012 memorandum effective January 1, 2015.
- b. In the event the rule is ultimately declared to be in violation of rights of employees pursuant to the collective bargaining agreement, in the above-referenced litigation or other litigation, or the rule is otherwise repealed, employees who elected not to participate in the District's health insurance plan (other than through the plan of a spouse) shall be eligible for the buyback benefit of the contract, subject to the conditions for eligibility for Administrators and Directors outlined above, retroactive to the date established by the Court and PERB, or January 1, 2015 in the event the Court or PERB fails to set a retroactive date.
- c. In the event the rule set forth in NYSHIP Memorandum Number 122r3 is ultimately upheld, the contract shall be deemed amended so as to be consistent with said rule. PMAA members remain eligible for the buyback if covered by insurance provided by other than Patchogue-Medford School District and from carriers other than that provided by NYSHIP.

If a PMAA member is eligible for retirement pursuant to the retirement incentive outlined in Article V(B) of the CBA between the District and the PMCT, the PMAA member will be eligible only for the health insurance benefit outlined in Article V(B) of the PMCT CBA if retiring pursuant to the retirement incentive outlined therein. This health insurance benefit will only be available to eligible PMAA members to the extent that it is available to teachers in the PMCT contract.

B. LIFE INSURANCE

PMAA members will receive a term life insurance policy. The face value of the policy shall be \$100,000, and 100% of the premium will be paid by the district.

Upon the death of a PMAA member while in service of the district, the policy benefits will be paid to the PMAA member's designated beneficiary.

The policy will be purchased from a mutually agreed upon insurance company and agent.

C. DISABILITY PROTECTION

PMAA members will be entitled to the disability income protection plan contained in the negotiated agreement in effect with the Patchogue-Medford Congress of Teachers.

D. DENTAL INSURANCE

PMAA members will be entitled to participate in the dental insurance plan under conditions in effect for members of the Patchogue-Medford Congress of Teachers.

E. WORKERS' COMPENSATION

PMAA members who suffer injuries which qualify for workers compensation will receive the benefits contained in the negotiated agreement then in effect with the Patchogue-Medford Congress of Teachers.

F. FLEX PLAN

The Flex Plan will be offered at no cost to all PMAA members.

ARTICLE IV: LEAVES

A. SICK LEAVE

PMAA members will be entitled to twelve (12) days of paid sick leave per employment year, cumulative to 234 days. Sick leave entitlement will be prorated should a PMAA member terminate service with the district prior to the end of an employment year. Sick leave will not be earned while a PMAA member is on vacation or on a leave of absence.

Upon attaining the status of retirement, a PMAA member covered by this agreement will receive payment for accumulated sick leave under the following conditions:

1. PMAA members may receive full pay for 43% of the accumulated sick leave as of the last day of employment, thus allowing for 100.62 paid days for PMAA members accumulating the maximum. Those accumulating less than 234 days will take the actual number of days accumulated multiplied by 43 percent to determine the number of days eligible for payment.
2. The payment for the eligible portion of the accumulated sick leave will be at the rate of 1/200th of the annual salary earned in the final fiscal year of service.
3. At least four (4) months of service must be rendered in the final fiscal year of service, otherwise the annual salary to be used for computation will revert to the last full fiscal year in which the PMAA member was employed.
4. Eligibility for payment of accumulated sick leave is limited to those PMAA members who resign for the purpose of ordinary service retirement under the New York State Teachers' Retirement System.

Requests for additional sick leave may be made to the Board of Education through the superintendent of schools. The granting of additional leave shall be entirely discretionary on the part of the Board of Education. The amount of such leave granted will be deducted from the earned accumulation in the next employment year.

B. OTHER LEAVES

PMAA members will be entitled to family, personal, and other leaves as described in the negotiated agreement between the district and the Patchogue-Medford Congress of

Teachers. PMAA members will be entitled to two (2) additional personal days beyond that specified in the PMCT contract for each year of this agreement.

ARTICLE V: ANNUAL VACATIONS

Each PMAA member covered by this agreement will be entitled to thirty-four (34) days of vacation plus the following legal holidays of each fiscal year:

Independence Day	Christmas Day
Labor Day	New Year's Eve
Columbus Day	New Year's Day
Thanksgiving Day	Martin Luther King Day
Day After Thanksgiving	President's Day
Christmas Eve	Memorial Day
	Veteran's Day (for Directors, effective 2014-2015 and thereafter)

One additional vacation day will be added for every five (5) years of service that a PMAA member has had as an employee in the Patchogue-Medford School District.

For the 2013-2014 school year only, Administrators may annually sell back one vacation day for each year of service to the district, at a maximum of ten (10) days per employment year. The payment for the eligible portion of the vacation days will be at a rate of 1/245th of the annual salary earned in the year vacation time is sold back to the district. Administrators may not carry over vacation days from one year to the next.

For the 2013-2014 school year only, Directors will have the opportunity to buy back up to ten (10) unused vacation days per year. Payment for such days shall be determined by dividing the Director's current salary at the time of the buyback by two hundred twenty (220) days.

Effective July 1, 2014 and thereafter, PMAA members may annually sell back one vacation day for each year of service to the district, at a maximum of ten (10) days per employment year. Notwithstanding the foregoing, any Director hired prior to July 1, 2014 shall retain the ability to annually sell back up to ten (10) vacation days per employment year, without consideration as to years of service to the district. Any Director hired on or after July 1, 2014 shall earn the right to sell back one vacation day for each year of service to the district, at a maximum of ten (10) days per employment year, as outlined for all PMAA members above. The payment for the eligible portion of the vacation days will be at a rate of 1/220th of the annual salary earned in the year vacation time is sold back to the district. PMAA members may not carry over vacation days from one year to the next.

All other weekdays are considered days of work, unless the superintendent and the PMAA member agree upon vacation days to be taken. A Director may be called into work at the Superintendent's discretion to work on District matters during the December, February, or Spring break, as needed, not to exceed three (3) days.

ARTICLE VI: GUIDELINES FOR THE DAILY SCHEDULE

- A. As a matter of normal practice, the duty hours of the Administrators and Directors covered by this agreement will usually comprise an eight-hour day.
 - 1. Building administrators are to be guided in the selection of their work hours by reporting for duty one-half (1/2) hour before teachers are required to report and leaving their duty approximately one hour after teachers are permitted to leave.
 - 2. Under usual conditions, Directors' work hours are from 8 a.m. to 4:30 p.m.
- B. Administrators and Directors will be entitled to a lunch period to be taken within the regular work hours.
- C. In addition to the above, PMAA members recognize their obligations to participate in and give general supervision to afternoon and evening school-related meetings in which the PMAA member has a leadership role or has responsibility for the meeting or for the activity.
- D. Exceptions to the above daily service guidelines may be made with the prior approval of the superintendent of schools.
- E. PMAA members have a twelve-month work year.
- F. Up to two days of absence with pay shall be authorized for unit members in the event schools are closed due to inclement weather. However, this benefit shall be subject to a determination that PMAA member's presence is necessary notwithstanding the fact that his/her school is closed due to inclement weather. Under such circumstances, no compensatory day shall be awarded.
- G. PMAA members will be reimbursed for job-related, out-of-district travel approved by the Superintendent at the rate established by the Board of Education at its annual reorganization meeting.

ARTICLE VII: LEGAL PROTECTION

- A. ASSISTANCE IN ASSAULT CASES
 - 1. PMAA members will immediately report all cases of assault sustained by them in connection with their employment to the superintendent of schools or the superintendent's designee. The report will be in writing and will be rendered within forty-eight (48) hours of the occurrence of the incident except when extenuating circumstances prohibit this requirement. The superintendent of schools or the superintendent's designee will acknowledge, in writing, the receipt of the PMAA member's written report within forty-eight (48) hours of as soon as may be possible and practical. The superintendent of schools will forward a copy of the PMAA member's written report to the Board of Education.

2. In the event that the PMAA member involved in an incident of assault files formal charges against the perpetrator(s) with the appropriate legal enforcement agency within forty-eight (48) hours after the assault, the Board of Education will designate and appoint legal counsel to advise such PMAA member of legal rights and will provide such information in writing. In addition, it will make available to the PMAA member relevant information concerning the incident in the possession of the school district, police, or other agency involved, appearances and will advise the administrator of investigations by police or other legally conducted investigations.

B. ASSISTANCE IN DISCIPLINARY CASES

The Board of Education agrees to designate and appoint legal counsel to a PMAA member who is a defendant in any civil action or criminal proceeding arising out of action taken against a pupil, a staff member, or a community member of the school district while the PMAA member is discharging duties within the legal scope of employment, the policies of the Board of Education, or a directive of the superintendent of schools. The PMAA member must, however, within ten (10) days of service of a summons, complaint, or other legal paper deliver the original or a copy thereof to the superintendent of schools or the superintendent's designee.

C. COMPENSATION FOR LOST TIME AND DESTRUCTION OF PERSONAL PROPERTY

1. If, when a PMAA member is on duty, the PMAA member is physically assaulted and the incident results in lost time for the PMAA member, the PMAA member will be paid in full until such time as disability insurance, workers' compensation, social security or other programs sponsored by the district begin payment. Such paid absence will not be deducted from accumulated sick leave to which the PMAA member may be entitled under this agreement.
2. If a PMAA member suffers the loss of, or the destruction of personal property, a prosthetic device (such as eye glasses, dentures and hearing aid), clothing, personal automobile, cameras, and other such similar items while acting in the line of duty within the legal scope of employment, the Board of Education will assume the reasonable cost for the replacement or for the repair of such item(s). It will be the responsibility of the PMAA member to provide evidence that the damage or destruction was not due to the PMAA member's negligence or that the PMAA member was not otherwise reimbursed by workers' compensation or through insurance benefits provided by the district. The PMAA member must report the loss to the superintendent of schools in writing within forty-eight (48) hours or as soon as possible after the occurrence of the assault.

D. STAFF-PARENT-STUDENT-COMMUNITY COMPLAINTS

1. Formal complaints from building staff, from parents of students, from students from community organizations, etc., which are directed toward an administrator, will be called to the PMAA member's attention within a reasonable time, and the PMAA member will be afforded the opportunity to reply to same.

2. No complaint, letter, or report directed against a PMAA member will officially be made public by the Board of Education or representative of the Board of Education without the PMAA member's knowledge, nor shall such a document (evaluations excluded) be placed in the PMAA member's personnel file without the PMAA member's knowledge.

ARTICLE VIII: GRIEVANCE PROCEDURE

There shall be a grievance procedure established as follows:

- A. A grievance is an alleged violation of the specific terms of the collective bargaining agreement.
- B. Step 1 – Any employee, within thirty (30) days of the conduct alleged to be a violation of this agreement shall submit a written grievance to the superintendent of schools setting forth the basis of the grievance. Within ten (10) days of the receipt of such written grievance, the superintendent or his designee shall meet with the employee to discuss the grievance, and shall render a written decision within ten (10) days of such meeting.
- C. Step 2 – If the employee is dissatisfied with the decision at Step 1, he/she may file for a hearing. The grievance will be reviewed by a panel consisting of two (2) administrators selected by the Patchogue-Medford Administrators' Association and two (2) administrators selected by the superintendent of schools. The panel will render a decision and make a written recommendation to the superintendent of schools and the president of the Patchogue-Medford Administrators' Association. The superintendent and the president of the PMAA will review and come to an agreement on the recommendation of the panel.

ARTICLE IX: JOB SECURITY

The district will insure job security for all Principals and Assistant Principals on staff as of September 1, 2014.

ARTICLE X: EVALUATION

The parties will continue to meet to discuss observations, evaluations and improvement plan procedures as required by Education Law Section 3012(c). Observations and evaluations for Principals shall be conducted in accord with the procedures and requirements contained in the negotiated Annual Professional Performance Review Plan between the PMAA and the District and any future APPR Plan amendments that are filed with the New York State Education Department.

As to the appeals process, the following shall constitute compliance with Section 3012(c):

1. A draft evaluation based on observations shall be presented to the building Principal in a meeting with the Assistant Superintendent of Schools no later than April 1 for an untenured principal and May 1 for tenured principals each year. The principal and

Assistant Superintendent shall discuss possible changes to the draft before it becomes finalized.

2. Within twelve (12) business days after the meeting the Assistant Superintendent will present the 60 point other measures of the evaluation to the principal.
3. Within twelve (12) business days after actual receipt of the final composite scores from the Assistant Superintendent, the principal may appeal a final HEDI rating of developing or ineffective to the Superintendent of Schools. The appeal writing shall articulate in detail the basis of the appeal to the Superintendent of Schools or his/her designee. Failure to articulate a particular basis for the appeal in the aforesaid appeal writing shall be deemed a waiver of that claim. The evaluated principal may only challenge the substance, rating and/or adherence to the parties' annual performance review plan.

The time limitation for filing an appeal may be extended by mutual agreement of the parties or for extenuating circumstances. However, the extension of filing an appeal will be timely and expeditious in accordance with Education Law Section 3012-c..

4. Any procedural issues regarding the appeal process shall be subject to the parties' grievance procedure.
5. Within twelve (12) business days after receipt of the appeal, the Superintendent shall make a final written determination of the appeal. Except as outlined in 4 above, the determination shall not be grievable. Notwithstanding the aforementioned language, nothing herein shall be construed as limiting the right of the employee to challenge the evaluation nor the Superintendent's determination on the appeal in any proceeding brought pursuant to Education law Section 3020-a.

The parties agree that they must renegotiate all aspects, components, procedures, and details of the APPR agreement and agree to begin negotiations for a successor agreement no later than April 1 of each year in anticipation for a successor agreement to be approved and in effect September 1 of the following school year. However, the current process will remain in effect until a successor APPR plan is fully negotiated and approved by all parties and finally approved by NYSED.

All principals may only file an appeal based on the following:

- (1) The substance of the annual professional performance review
- (2) The school district's adherence to the standards and methodologies required for such reviews, pursuant to Education Law section 3012-c
- (3) The adherence to the regulations of the Commissioner of Education and compliance with any applicable locally negotiated procedures.

ARTICLE XI - CONDITIONS OF NEGOTIATIONS

- A. If any provision of this agreement or any application of this agreement to an individual PMAA member covered by this agreement, or to the PMAA as a whole, shall be found

to be contrary to the law or to the regulations of the Commissioner of Education, then such provision or application will be deemed invalid and not applicable except to the extent permitted by law or the Commissioner's regulation. All other provisions or applications of this agreement will continue in full force and effect.

- B. The district recognizes the PMAA for purposes of negotiation as the exclusive representative of the Administrators and Directors, and this recognition will extend for a maximum period of time permitted by law. The duly elected president of the PMAA or a designee will notify the superintendent of schools no later than January 1, 2017, regarding the PMAA's interest to negotiate a contract to become effective July 1, 2017.

ARTICLE XII: PLEDGE OF IMPLEMENTATION

- A. The Board of Education and Superintendent of Schools, where appropriate, pledge to implement, fully and in good faith, the terms and conditions of this agreement.
- B. Each Administrator and Director covered by this agreement pledges to implement, fully and in good faith, the terms and conditions of this agreement.

ARTICLE XIII: LEGISLATIVE APPROVAL

It is agreed by and between the parties that any provision of this agreement requiring legislative action by amendment or law or by providing the additional funds therefore to permit its implementation shall not become effective until the appropriate legislative body has given approval.

ARTICLE XIV: DURATION OF THIS AGREEMENT

The terms and conditions of this agreement will include four (4) full fiscal years commencing July 1, 2013, and terminating June 30, 2017.

By: _____
Michael J. Hynes, Ed.D.,
Superintendent of Schools
Patchogue-Medford Union Free
School District

By: _____
Randy E. Rusielewicz, Ed.D.,
President, Patchogue-Medford
Administrators' Association