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Union: Carmel Administrators Association

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CARMEL CENTRAL SCHOOL DISTRICT

A CONTRACT

between

CARMEL ADMINISTRATORS’ ASSOCIATION

and

CARMEL BOARD OF EDUCATION

July 1, 2008 – June 30, 2011

RECEIVED

NOV 12 2008

NYS PUBLIC EMPLOYMENT RELATIONS BOARD
AGREEMENT

This is an agreement between the Carmel Central School District and the Carmel Administrators' Association over the terms and conditions of the members of the negotiating unit represented by the Association from July 1, 2008 to June 30, 2011.

ARTICLE I – RECOGNITION

A. The District hereby recognizes the Association as the exclusive representative of a negotiating unit composed of all District-employed building principals, assistant principals, the Assistant Director of Pupil Services, Deans of Students, Committee on Special Education Chairperson, RTI Director and all other administrators who may be added to the ranks of District employees and who are similarly certificated.

ARTICLE II – NO STRIKE PLEDGE

A. The District and the Carmel Administrators' Association recognize that strikes and other forms of work stoppage are contrary to the law and public policy. The Board of Education and the Carmel Administrators' Association therefore subscribe to the principle that the differences between them shall be resolved without interruption of the educational program in the District.

B. The Carmel Administrators' Association affirms that it does not assert the right to strike nor to assist or to participate in any strike, or to impose an obligation on its members to conduct, assist or participate in such a strike.

ARTICLE III – FAIR PRACTICES

The Carmel Administrators' Association agrees to maintain eligibility to represent the voting unit by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status, and to represent equally all members of the voting unit without regard to membership or participation in, or association with the activities of any employee organization.

ARTICLE IV – NEGOTIATIONS PROCEDURES

A. Initiating Negotiations

No later than February 15 prior to the expiration of this Agreement, or any successor Agreement, the parties shall enter into good faith negotiations as to a successor Agreement for the succeeding school year or years.

B. Procedures

1. The District’s designated representative will meet with representatives designated by the Carmel Administrators' Association for the purpose of discussion in an effort to reach common understanding and agreement.

2. Meetings shall be held at mutually acceptable times and places and shall be held at a time other than during the regular school day.

3. Each party shall make available to the other reasonable requests for information within its possession which is not of a privileged nature and which is relevant to the subject under consideration.

4. The parties agree that during the period of negotiations and prior to reaching an agreement or declaration of impasse, the proceedings of negotiations shall be held confidential and no release of information shall be issued without the prior approval of both parties.
5. The parties may utilize consultants to appear at negotiations sessions: such appearances, however, to be limited to the subject and/or area under discussion at that time.

6. When a total agreement is reached by the negotiating teams, such agreement shall be reduced to writing as a memorandum of understanding and submitted to the Carmel Administrators' Association and the Board of Education. Upon approval of the Agreement by the Carmel Administrators' Association and the Board of Education, the Agreement will be official.

ARTICLE V - WORKING CONDITIONS

A. Term of Employment

Each Administrator shall work twelve (12) months with the exception of administrators hired as 10 month employees. An administrator, due to his/her certification status, assigned to the position of High School Summer School Principal may, at his/her discretion, be reimbursed for up to twelve accumulated vacation, and/or personal days upon completion of the aforementioned assignment. An administrator assigned to the position of Middle School Summer School Principal may, at his/her discretion, be reimbursed for up to ten accumulated vacation, and/or personal days upon completion of the aforementioned assignment. Additionally, the District shall provide an administrator assigned to summer school the following additional days for summer school preparation: High School Summer School Principal – 6 days; Middle School Summer School Principal – 4 days. If the District hires a 10 month administrator that administrator shall receive the same 4 or 6 planning days, and in addition, shall be compensated at the administrator’s hourly rate for that school year for the time worked in the summer.

B. Work Day

It is recognized by both parties that, as a matter of principle, there can be no good time limits set upon an individual’s performance when carrying out responsibilities assigned to his/her position. The nature of the Administrator’s role requires a commitment in time and energy above and beyond that which is required of members of other employee groups in the District. Accordingly, the Administrators are subject to performing all their duties and obligations, including those which are required by the District in order to meet responsibilities to the administration, other staff members, parents and children.

Consistent with the requirements established above, each individual retains flexibility to determine his/her specific hours of work provided such hours are set with the knowledge and approval of the individual’s immediate supervisor. As a general rule, however, it is expected that all Administrators will be present in their buildings at the time members of their staff arrive and leave.

C. Pay Period

Unless otherwise agreed upon in writing, there shall be 21 pay periods for 10 month unit members and 26 pay periods for 12 month unit members. The payroll check or stub shall state gross earnings, deductions, and net pay. Any questions concerning an Administrator's earnings will be directed in writing to the payroll department for clarification and/or adjustment. If the other bargaining units in the District agree, the District may implement a pay period schedule with salary payments due twice a month on the 15th and 30th day (or 28th day in February) of the month. Pay shall be in the form of direct deposit.

D. Evaluation

Building Administrators will be evaluated annually by the Superintendent of Schools or his/her
designee. The Superintendent of Schools, in evaluating a member of the administrative unit, will use no evaluation conducted by the Carmel Teachers' Association.

ARTICLE VI – ASSOCIATION RIGHTS

A. With prior approval of the particular building principal, the Carmel Administrators’ Association may have the use of school buildings without cost and at reasonable times for meetings.

B. The Carmel Administrators’ Association will be permitted to use school equipment relating to the ongoing business of the Association, providing that such equipment is utilized at reasonable times and on school property for legal Association activities. It is understood that in all matters relating to this use the Association will provide and indicate so, their own materials.

C. The District and the Carmel Administrators’ Association will print an appropriate number of copies of the Agreement to be made available to the Carmel Administrators Association and to the District Office, cost to be shared equally.

D. It is agreed that the Carmel Administrators’ Association may be consulted relative to guidance regarding District Policy.

E. It is understood that the District will not require Carmel Administrators’ Association member to participate at the bargaining table when the District is negotiating with other units. The District, however, reserves the right to call upon members of the Association when matters at the table demand that members of the Association be present.

F. The District will endeavor to consult with Carmel Administrators’ Association during the process of negotiations with other recognized units.

ARTICLE VII – AUTHORIZED ABSENCES

A. Notification of Absence

All administrators must notify their immediate supervisor by submitting a signed District approved attendance form prior to or immediately following any absence within the time frame established by the Superintendent of Schools. If the form is not submitted prior to the absence, the administrator must notify their immediate supervisor prior to the absence.

B. Personal Days

1) Each administrator is entitled to: four (4) Personal Days per year, accumulative to nine (9) days. The administrator shall notify the appropriate supervisor and the Superintendent two (2) days prior to the absence: otherwise the appropriate supervisor or Superintendent should be notified in the same manner as a personal sickness. Upon separation from the District, Administrators shall be compensated for their accumulated personal days up to the maximum of the nine (9) days. Administrators shall accrue and be vested with their full allotment of personal days on July 1st for the purpose of use, but not for the purpose of payment for such days. Payment shall be at 1/240th of current salary for 12 month administrators and 1/200th of current salary for 10 month administrators.

2) For the purpose of adopting a child, not more than two (2) years of age, a leave of up to five (5) days with pay will be permitted in addition to personal days allowed as covered in item A (1) above.
3) A paternity leave of up to two (2) days with pay will be permitted in addition to personal days allowed as covered in time B(1) above.

C. Personal Sick Leave

Each administrator shall be allowed seventeen (17) days with full pay each year for personal illness as well as illness in the immediate family. Such leave is to be accumulative to 210 days. The Office of the Superintendent is to be notified of personal illness.

D. Bereavement Days

In case of death in the immediate family (father, mother, brother, sister, son, daughter, husband, wife or relative with whom an administrator may then be living), an administrator shall be allowed five (5) days absence with full pay in the school year.

E. An administrator may be absent from duty with prior approval of his/her supervisor and/or the Superintendent for visitation to other schools.

F. Personal Leave - Without Pay

One year of personal leave, without pay, may be granted upon the recommendation of the Superintendent and approval of the Board of Education. Such leave may be renewed for one year upon the recommendation of the Superintendent and approval of the Board of Education.

All benefits to which an administrator was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return.

Upon his/her return from a leave of absence, an administrator will be assigned to an equivalent position.

G. Jury Duty

Any administrator who is on jury duty will receive his or her normal pay. Remuneration received by him/her for services to the court will be turned over to the District. He/she will serve until discharged by the court. Jury days will not be deducted from accumulated sick leave or personal days.

H. Child Bearing/Child Rearing/Sick Leave

Notwithstanding any other provisions in this Agreement, the following shall govern all leaves pertaining to the birth or adoption of a child of an administrator in the Carmel Central School District.

1. An administrator shall be entitled to a total of twelve (12) weeks of accumulated sick leave, if available, which may be used to cover any of the following conditions:
   a. pre- and post-natal care of the mother of a newborn
   b. any and all procedures related to the adoption of a child
   c. sub-section “a” and sub-section “b” above, plus any remaining time totaling twelve (12) weeks for rearing of a newborn or adopted child.
2. FMLA shall be used concurrently with all sick and personal leave available to the administrator(s) pursuant to this Article.
3. There shall be no access to the Sick Leave Bank to any administrator for the sole purpose of child rearing.
4. The language of this Section shall not be interpreted to restrict an administrator with pre- or post-natal health complication from using any additional annual and/or accumulated sick
leave or for making application for Sick Leave Bank days pursuant to SLB rules and procedures.

I. Snow Days

1. Each year the instructional calendar allows for snow days. If the District needs to make up snow days, the calendar allows for reinstatement of an instructional day from a day of recess. An administrator working on both the snow day and the make-up day represents a situation where the administrator works more than most instructional employees. Therefore, administrators may take snow days and be available to work from home. Snow days, except as set forth in paragraph 2 below, would not need to be taken as vacation or personal days.

2. As outlined in the CTA contract, unused snow days are given back to teachers to be used as recess days. When this occurs, administrators will need to report to work or take a vacation day.

ARTICLE VIII - BENEFITS

A. General Provisions

In addition to specific benefits outlined in this Agreement, administrators shall be granted the same considerations as teachers with respect to all District personnel policies.

B. Vacation

Each administrator shall submit a calendar of vacation days prior to June 1 of each year for the period from July 1 to June 30 of the ensuing school year. By June 15, the Superintendent shall notify each administrator of his/her approval or disapproval of the days requested. The schedule established shall not vary except for emergencies or by mutual consent.

The schedule of approved holidays adopted by the Board of Education annually shall apply to all administrators.

Each administrator shall be entitled to thirty (30) days of paid vacation time. New administrators to the District shall be entitled to twenty (20) days vacation in year one (1), twenty-five (25) days in year two (2) and thirty (30) days in year three.

Prior to July 1, 2008, an administrator who does not use the annual vacation time may accumulate up to thirty (30) days. Effective July 1, 2008 an administrator may accumulate up to thirty-one (31) unused vacation days. Effective July 1, 2009, an administrator may accumulate up thirty-two (32) unused vacation days. These days shall be:

1. Used in subsequent years of employment
2. Reimbursed at his/her per diem rate upon termination of employment as set forth in subsection (3) hereinbelow.
3. In the event the Administrator has unused accumulated vacation leave at the time his/her employment with the District terminates, or upon notification of termination of employment, the District shall make a non-elective direct employer contribution into the Administrator's Section 403(b) Internal Revenue Code tax sheltered annuity for the value of said days paid at the per diem rate of $1/240th of his/her then-current annual salary for each day of unused accumulated vacation leave. In the event the payment pursuant to this provision would cause an excess of the Section 415 Internal Revenue Code cap amount, the excess above the cap amount shall be deferred in its payment until the first month of the next calendar year and, if there is still excess, such remaining excess shall be paid during the first month of such succeeding calendar years until the full amount in paid without exceeding said cap in any one
calendar year. The Administrator shall not have a cash option to receive payment for vacation days.

Administrators, after having served five (5) or more years in the District, shall accrue and be vested with their full annual allotment of vacation days on July 1st of each year and, upon separation from the District will be entitled to receive payment for said days as set forth in subparagraph B(3) above.

Administrators with less than five (5) years of service will have their vacation days pro-rated based on the number of months of service completed in the final year of service and, upon separation from the District, will be entitled to receive payment for said days as set forth in subparagraph B(3) above.

Administrators may submit an irrevocable letter of resignation for the purpose of retirement to the Superintendent of Schools enough in advance of their retirement date to allow the deposit of buyout monies into a 403(b) account on an annual basis that will not exceed 403(b) limitations. The Superintendent will hold the resignation letter in confidence until the Superintendent deems it appropriate to release said information. The administrator is responsible for calculating the 403(b) contribution and the District accepts no liability for 403(b) contributions.

C. Paid Holidays

All administrators shall be entitled to the same holidays as provided to the classified staff each school year.

D. Health Insurance

1. The health insurance covering all administrators shall be through the current self-funded Carmel Health Benefits Program.

2. The health plan which consists of:

   Part 1 – Basic hospitalization coverage
   Part 2 – Basic Surgical – medical coverage
   Part 3 – Major Medical coverage

3. Co-pays and deductibles are:

   a. The annual major deductibles for active employees will be:
      $400 for individual
      $1,000 per family

   b. Effective 2006-08, the PPO co-pays for active employees shall be $15/visit, maximum of three per day.

      Effective 2008-11, the PPO co-pays for active employees shall be $18/visit, maximum of three per day.

   c. Effective 2006-08, the outpatient hospital co-pays for active employees shall be $15.
      Effective 2008-11, the outpatient hospital co-pays for active employees shall be $18.

   d. Effective 2006-08, the brand name prescription drug co-pay for active employees shall be $14.
      Effective 2008-11, the brand name prescription drug co-pay for active employees shall be $18.
Effective 2006-08, generic drug co-pays for active employees shall be $4. Effective 2008-11, generic drug co-pays for active employees shall be $6.

There shall be no co-pays for active employees using generic mail order maintenance drugs.

e. Emergency room visits shall have a co-pay of $50.00

4. All full-time, eligible employees at a 10% contribution rate based upon a Premium Equivalent. (Part-time employees will be pro-rated.)

5. The new Plan will create a Governance Body, which will include a representative from each bargaining unit and Managerial/Confidential/Supervisory Unit in the district.

6. The Governance Body will make a decision on a new TPA (third party administrator) within 1 year. (The TPA will remain POMCO until changed.)

7. The Plan will have closed enrollment, with an opt-in/opt-out/change date of October 1 each year. Changes will also be allowed for qualifying events, which shall be clearly defined.

8. Any full time member of the unit shall have the right to decline the health insurance provided by the District. Should the employee decline health insurance, he/she shall receive a payment of $2000 for each year of declination. Payment will be made in two equal installments, one by December 31 and the other by June 30 of the year in which the declination is made. To qualify, the employee must submit in writing a request to decline health insurance coverage by June 1 in the preceding school year or within 30 days of their initial appointment by the Board of Education.

9. Dependents of a deceased administrator will retain coverage under this group plan at the District's expense not to exceed one (1) year.

10. Dependents of a deceased administrator will retain coverage under this group plan by making appropriate payment to the Board of Education.

11. Upon retirement the District will continue to contribute to the cost of health insurance at a percentage rate equal to that at the time of retirement. The District shall provide the employee with reimbursement for her/his Medicare Part B premium upon reaching the age of sixty-five (65).

E. Sick Leave Bank

The Sick Leave Bank may be used by members for illness or disability after exhausting their own sick leave.

1. If they wish to join the sick bank, administrators must contribute five (5) sick days to the sick bank. In addition, any administrator wishing to contribute an additional ten (10) days per year to a maximum of forty (40) days after four years may do so.

2. Sick days in the bank will carry over from year to year. Once a contribution is made to the bank it cannot be withdrawn.
3. If at any time the bank falls below ninety (90) days, it will be renewed by voluntary contributions from the Carmel Administrators' Association members. The maximum number of days a member can receive from the bank will be cumulative to a total of 210 days. Days beyond this total must be approved by the Superintendent.

4. Valid medical evidence attesting to the incapacitation will be presented to the Superintendent through the Association's President for approval.

5. The President of the CAA and the Superintendent will review each case as is necessary to determine allocation of days and other related issues.

6. Administrators may appeal to the Superintendent for any additional days.

7. In order to qualify, an administrator must undergo a waiting period equal to seven (7) sick days times the number of years in service as an administrator in Carmel, not to exceed seventy (70) days.

8. With mutual approval, all Central Office administrators may enroll under conditions as listed above.

F. Retirement

A retirement payment will be made for unused sick days up to a maximum of 162 days (daily rate equals 1/240th of annual salary).

Twelve (12) months before actual date of retirement, an administrator shall submit a letter of resignation to the Chief School Administrator. An administrator must be 55 years of age at the end of the period, unless exceptions are granted by the Board of Education.

There shall be a non-elective direct employer contribution into the Administrator's Section 403(b) Internal Revenue Code tax sheltered annuity for the value of his/her accumulated sick leave days upon retirement, or upon notice of retirement, up to 162 such days, paid at the per diem rate of 1/240th of the current annual salary for July 1st through June 30th. In the event that payment pursuant to this provision would cause an excess of the Section 415 Internal Revenue Code cap amount, the excess above the cap amount shall be deferred in its payment until the first month of the next calendar year and, if there is still excess, such remaining excess shall be paid during the first month of such succeeding calendar years until the full amount in paid without exceeding said cap in any one calendar year. All payments shall be made as employer non-elective 403(b) contributions on behalf of the employee as set forth in Appendix C hereto. Also upon retirement, payments for vacation days made pursuant to Article VIII (B) shall also be considered employer non-elective 403(b) contributions.

G. Deductions

The Carmel Central School District agrees to deduct from the salaries of those covered by this Agreement the following:

1. Carmel Administrators' Association, and other professional organizations such as, but not limited to NASSP, NAESP, etc.
2. Putnam Federal Credit Union
3. Health Insurance
4. Tax Sheltered Annuities
5. Retirement Annuities
6. U.S. Savings Bonds

The District agrees to pay a sum not to exceed $600/administrator/school year toward the payment of professional dues upon presentation of invoices or receipts, with the exclusion of any organization providing negotiation services or legal representation in actions against the District.

ARTICLE IX – PROMOTIONAL OPPORTUNITIES

A. In the event of a vacancy, qualified members of the unit are encouraged to apply for any existing or new full time promotional positions. A promotional position is defined as a vacancy that occurs in any other position described as administrative in the District’s table of organization.

B. The District shall announce promotional vacancies in the following manner:

1. Written notification of promotional vacancies to the President of the Carmel Administrators’ Association.

2. Notification to all members of the unit setting forth the vacancy that exists, the qualifications and requirements for such position, and the deadline for filing of the application.

3. The District agrees to release the name(s) of the finalists(s) for any administrative position covered by this Agreement to the CAA president prior to the conclusion of a salary agreement and formal appointment to that position by the Board of Education.

4. The salary of a new member of the bargaining unit shall be set by the Board of Education.

ARTICLE X – TRANSFERS

A. The parties agree that involuntary transfers can be made when necessary. Notice of an involuntary transfer or reassignment shall be given to the administrator no later than sixty (60) calendar days prior to the transfer date.

B. An involuntary transfer or reassignment shall be made only after a meeting between the administrator involved with the administrator in charge, at which time the administrator will be notified of the reasons. In the event that an administrator objects to the transfer or reassignment at a meeting, upon the request of the administrator within six (6) school days, he/she may meet with the Superintendent and the Association’s representative.

C. In the event that an involuntary transfer is necessary, the transferred administrator shall continue to receive no less than the salary he/she was scheduled to receive before transfer. This policy shall continue in effect until the salary schedule for the new position will give him/her an equivalent or higher salary.

ARTICLE XI – OTHER PROVISIONS

A. Physicals

The District will reimburse the administrator for the cost of a yearly physical not to exceed $150.00.

B. Other Benefits
The District will pay the cost of administrator’s participation in the CTA Welfare Fund or will pay the equivalent amount toward purchase of the same or similar benefits. The District will provide administrators with group life insurance in an amount equal to their annual salary. The District will provide administrators with disability insurance.

C. Professional Improvement

1. Professional Organization Participation

The Board shall encourage the growth of educators through their active participation in professional organizations by granting administrators reasonable time to fulfill their obligations to these organizations. A reasonable time shall be determined by the Superintendent.

2. Conferences and Conventions

Administrators will be entitled to attend, at District expense, conferences and conventions upon the approval of the Assistant Superintendent and Superintendent. The District, during each year of this Agreement, shall provide a pool of fourteen thousand dollars ($14,000) for attendance at conferences and conventions, the allocation of which shall be determined by mutual agreement among unit members, subject to approval by the Superintendent. The Association shall have the right to roll over up to $6,000 in unused conference monies from one school year to another. In order to exercise this right the Association must notify the Superintendent no later than June 15th of the school year in which unexpended monies exist.

3. Approved Course Work

The District will reimburse the administrator for 50% of the tuition costs of graduate courses that have been approved by the Superintendent. These courses are to be within an approved graduate program or in the area of educational administration and/or curriculum development. Requests indicating intent to take courses must be made by March 1 of the school year, which precedes the year in which the course work will be pursued.

ARTICLE XII – AGREEMENT REQUIRING LEGISLATIVE ACTION

Any written agreement between a public employer and an employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in such agreement:

A. 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 therefore, shall not become effective until the appropriate legislative body has given approval.

B. Every employee organization submitting such a written agreement to its members for ratification shall publish such notice, include such notice in the documents accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification.

C. Within sixty (60) days after the effective date of this act (April 1, 1969), a copy of this section shall be furnished by the chief fiscal officer of each public employer to each public employee. Each public employee employed thereafter shall, upon such employment, be furnished with a copy of the provision of this section.
ARTICLE XIII – GRIEVANCE PROCEDURES

A. Definitions

1. A “grievance” is a claim by an administrator or administrators that they have been adversely affected by a violation of the terms of this Agreement.

2. An “aggrieved person” is the administrator making the claim.

3. A “party in interest” is the “aggrieved person” or any administrator or other person who might be involved in action taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to secure equitable solutions to the disputes, which may arise over matters defined in Section A, Paragraph 1, as rapidly as possible.

C. Procedures

LEVEL I

1. An aggrieved person will present his/her grievance in writing to the Assistant Superintendent within 15 days from when that person should be aware of such grievance. The Assistant Superintendent will discuss this grievance directly with grievant and/or inform the grievant of his/her decision 14 school days after the grievance is presented. If the event which gave rise to the grievance occurred during the summer recess, the presentation of the grievance shall occur within 15 days from the beginning of the next school year.

2. Copies of all written communications of the parties shall be sent to the president of the Carmel Administrators’ Association.

LEVEL II

1. If the aggrieved party is not satisfied with the decision at Level I, or if no written decision has been rendered within 14 school days after the meeting, the aggrieved party will present his/her grievance in writing to the Superintendent within 15 school days of receiving the written decision at Level I, or within three (3) school days if no written decision has been rendered within 14 school days of the meeting at Level I. The Superintendent will discuss this grievance directly with grievant and/or inform the grievant of his/her decision 14 school days after the grievance is presented. If the event which gave rise to the grievance occurred during the summer recess, the presentation of the grievance shall occur within 15 days from the beginning of the next school year.

2. Copies of all written communications of the parties shall be sent to the president of the Carmel Administrators’ Association.

LEVEL III

1. If the aggrieved party is not satisfied with the decision at Level II, or if no written decision has been rendered within 14 school days after the meeting at Level II, the grievant may request a Board of Education meeting to hear the matter within 15 school days after receiving the written grievance and the Level II decision thereon.

LEVEL IV
E. An administrator may receive payment of up to six unused sick, vacation, or personal days. Effective July 1, 2009 the number shall increase from six to seven days. In order to receive such payment the administrator must notify the Superintendent prior to June 1st.

F. Career Increments

At the beginning of the 5th year of service as an administrator an annual increment of $2,750 shall be paid. Effective July 1, 2009 this amount shall be increased to $3,000. Effective July 1, 2010 this amount shall be increased to $3,250.

At the beginning of the 10th year of service as an administrator in the Carmel School District an annual career increment of an additional $3,250 shall be paid. Effective July 1, 2009 this amount shall be increased to $4,000. Effective July 1, 2010 this amount shall be increase to $4,750.

At the beginning of the 15th year of service as an administrator in the Carmel Central School District an annual career increment of an additional $2,500 shall be paid.

G. Tenured administrators will receive an annual increment of $3,000.

H. For the earned Ed.D / Ph.D. administrators will receive increments (non-cumulative) of $3,000.

ARTICLE XVII

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 26th day of June, 2008.

ASSOCIATION

By: President

DISTRICT

By: Superintendent
### APPENDIX A

<table>
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<tr>
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<th>Minimum Entry Level Salaries</th>
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* May be reimbursed at end of each school year up to five (5) personal/sick days at 1/200.
APPENDIX B - MERIT PAY

It has been agreed that an individual who is not awarded merit pay will be placed "under review". An agreed upon explanation and expansion of the "under review" process follows:

1. A rating of "under review" will occur when performance does not meet the criteria and/or goals outlined and agreed upon by the Superintendent and administrator.

2. When an administrator receives a rating of "under review", a plan will be developed which lists the requirements necessary to achieve success within the manageable number of goals. The improvement plan will outline areas of concentration or concern.

3. Resources necessary to accomplish the goal(s) of the improvement plan (i.e. staff development, funding for resources determined in the improvement plan), will be provided by the District as per agreement between the Superintendent and Administration.

4. Benchmarks will be established and reviewed quarterly with the Superintendent and his/her designee. These include on-site evaluations, written summary of progress to date and an opportunity to submit a written response.

5. A determination will need to be made regarding outside forces, which effect the administrator's ability to succeed. These forces will be sited in the improvement plan.