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Union: **Carmel Administrators Association**

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AD 1 / 4701

CARMEL CENTRAL SCHOOL DISTRICT

A CONTRACT

between

CARMEL ADMINISTRATORS' ASSOCIATION
and
CARMEL BOARD OF EDUCATION

July 1, 2005 - June 30 2008

RECEIVED

APR 07 2008

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

15

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AGREEMENT

This is an agreement between the Carmel Central School District and the Carmel Administrator's Association over the terms and conditions of the members of the negotiating unit represented by the Association from July 1, 2005 to June 30, 2008.

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, 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 session: 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. 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, sick, 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, sick, 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

Members of the Carmel Administrators Association shall be paid by check on a bi-weekly basis. The payroll check shall state gross earning, 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.

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 members 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. 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.
- 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 item A(1) above.

B. Personal Sick Leave

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

C. Death or Illness in the Family

In case of death or serious illness 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 three (3) days absence with full pay in the school year. A doctor's certificate may be required.

In case of extended illness within the immediate family, additional personal sick days may be

taken and deducted from the person's accumulated sick leave. Prior approval must be obtained from the Superintendent. In no case will it exceed the individual's accumulated sick leave.

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

E. 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 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 the same position which he/she held at the time said leave commenced if available, or if not, to an equivalent position.

F. Jury Duty

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

G. 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 complications 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.

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 (3).

An Administrator who does not use the annual vacation time may accumulate up to thirty (30) days to be:

1. Used in subsequent years of employment.
2. Reimbursed at his/her per diem rate upon termination of employment.

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 Bedford/Carmel Health Plan.

2. The Health plan which consists of
Part 1 - Basic Hospitalization coverage.

Part 2 - Basic Surgical – Medical coverage.

Part 3 - Major Medical coverage.

3. New Administrators hired after July 1 1991 will be required to pay 20% of the cost of health insurance.

4. 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.

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

6. Dependents of a deceased Administrator may retain coverage under this group plan by making appropriate payment to the Board of Education.

7. 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.

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 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.

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.

If an administrator dies with unused sick leave, his estate will receive the amount of the unused sick leave up to 162 days.

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 the unit of 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 finalist(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. These shall be based on sound educational policy. 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 Administrators' 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 thirteen thousand dollars (\$13,000) 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 provisions 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 or her grievance in writing to the Assistant Superintendent, within (15) days from when that person should have been aware of such grievance. The Assistant Superintendent will discuss this grievance directly with grievant and/or inform the grievant of his or her decision fourteen (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 fifteen (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 1, or if no written decision has been rendered, within fourteen (14) school days after the meeting, the aggrieved party will present his or her grievance in writing to the Superintendent within fifteen (15) school days of receiving the written decision at Level 1, or within three (3) school days if no written decision has been rendered within fourteen (14) school days of the meeting at Level 1. The Superintendent will discuss this grievance directly with grievant and/or inform the grievant of his or her decision fourteen (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 fifteen (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 fourteen (14) school days after the meeting at Level II, the grievant may request a Board of Education meeting to hear the matter within fifteen (15) school days after receiving the written grievance, and the Level II decision thereon.
2. The Board of Education shall meet with the parties in interest and the Association representative for the purpose of seeking a mutually satisfactory solution. The parties in interest shall submit a statement of their case in writing at least three (3) school days prior to such meeting. The parties in interest may appear in person and be heard at such meeting. The Board of Education shall render its decision within fifteen (15) days school days to the parties in interest and a copy to the Association President.

LEVEL IV

1. After such hearing if either the grievant or Carmel Administrators Association is not satisfied

with the decision of the Board of Education rendered at Level III, either side may submit the grievance to arbitration by written notice to the Board of Education given within fifteen (15) school days after the Board of Education shall have given notice of its decision to the grievant and the Carmel Administrators Association.

2. Within fifteen (15) days after such written notice of submission to arbitration, the Board of Education and the Carmel Administrators Association will agree upon a mutually acceptable arbitrator competent in the area of the grievance, and will obtain a commitment from said arbitrator to serve the parties are unable to agree upon and arbitrator or to obtain such a commitment within the specified period the arbitrator shall be selected in accordance with procedures established by the Public Employment Relations Board of the State of New York.

3. The arbitrator will hear the matter promptly and will issue his decision not later than fourteen (14) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, than from the date when the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact reasoning and conclusions on the issues.

4. The arbitrator shall limit his decision to the application and interpretations of this Agreement and to any remedy, if appropriate, which is not inconsistent with this Agreement and is not contrary to law. However, he shall be without power and authority to make any decision or recommendations:

a. contrary to or inconsistent with, or modifying or varying in any way, the terms of this Agreement or of applicable law or rules or regulations having this force and effect of law.

b. involving Board of Education discretion or Board of Education Policy under the provisions of this Agreement, except that he may decide in a particular case, involving Board of Education discretion or policy, whether or not the Board of Education applied such discretion or policy discriminatorily, i.e., in a manner unreasonably inconsistent with the general practice followed throughout the school system in similar circumstances.

c. limiting or interfering in any way with the powers, duties and responsibilities of a Board of Education under the applicable law, and rules and regulations having the force and effect of law.

5. The decision of the arbitrator shall be final and binding upon all parties.

6. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the Carmel Administrators Association.

ARTICLE XIV - MATTERS NOT COVERED

Terms and conditions of employment not covered in this Agreement may be negotiated.

ARTICLE XV – CONFORMITY OF LAW

Any provision in this Agreement which is or becomes contrary to law shall be invalid and without force.

ARTICLE XVI - WAGES

A. Salaries for the school year commencing July 1, 2005 are set forth on the annexed Appendix A. Effective July 1, 2006 all unit members shall receive a \$2,000 market adjustment plus a 3.0%

salary increase. Effective July 1, 2007 all unit members shall receive a \$2,000 market adjustment plus a 3.0% salary increase.

B. Evaluation

The evaluation process will be based on goals and objectives, which are mutually developed by the Superintendent and the building administrator/CAA member at the beginning of the school year. Evaluations and goals will be based on the needs of individual buildings and the annual objectives of the administrator. The components of the evaluation will include three parts: Goals and objectives, a narrative component based on goals and objectives, and a summary of the year. In the case of the Assistant Director of Pupil Personnel, Assistant Principals, and Deans of Students, the individual unit member will develop the goal with his/her immediate supervisor, which will then be approved by the Superintendent of Schools.

C. Merit Pay

At the end of each school year governed by this Agreement, a merit pay increase may be awarded to each administrator based on meeting mutually agreed upon goals, according to specified criteria. The Superintendent will define those criteria as goals are established. Administrators designated to receive merit awards will be so recognized no later than July 31st.

Administrators not identified to receive merit awards will be placed "under review" during the coming school year. During the life of this Agreement, up to four members of the unit may be "under review". If four or more members receive a rating of "under review", the Association may request a reopening of this paragraph of the Agreement in order to discuss and review the merit pay system. Discussions must be concluded within ten calendar weeks from time of reopening. Failure to resolve the issue may result in a declaration of impasse and follow through with the statutory "collective negotiations" process. See Appendix B "Merit System."

D. Administrators Merit Pay Rubrics

<u>Criteria</u>	<u>Monetary Award</u>
Exceeds High Expectations: Achieves all goals and handles yearly challenges with a high level of excellence.	\$1200
Meets Expectations: Achieves goals and handles yearly challenges.	\$800
Under Review: Did not meet expectations.	No monetary award

E. An Administrator may receive payment for up to five unused sick, vacation, or personal days. In order to receive such payment the Administrator must notify the Superintendent prior to June 1st.

F. If an agreement is reached with the Carmel Teachers Association that includes an increase of greater than 9% over three years (absent significant givebacks), discussion with the CAA will be reopened regarding salary.

G. Career Increments

At five years of service as an administrator an annual increment of \$2,500 shall be paid.

At ten years of service as an administrator in the Carmel School District an annual career increment of an additional \$2,500 shall be paid.

At fifteen years of service as an administrator in the Carmel School District an annual career increment of an additional \$2,500 shall be paid.

- H. Tenured administrators will receive an annual increment of \$3,000.
- I. 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 12 day of May, 2005.

ASSOCIATION

DISTRICT


By: President


By: Superintendent

APPENDIX A

	05/06 Base
Position	Salary
HSP	\$130,033
MSP	\$130,033
ESP	\$116,231
ESP	\$120,882
ESP	\$116,231
A.D.	\$110,289
HSAP	\$102,916
HSAP	\$102,916
MSAP	\$99,062
Asst Dir	\$98,365
DEAN *	\$77,371
DEAN *	\$77,371
DEAN *	\$77,371

* 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.

APPENDIX C

Non-Elective Employer 403(b) Contributions

MANDATORY CLAUSES

1. **No Cash Option** – No employee may receive cash in lieu of or as an alternative to any of the Employers' Non-elective Contributions(s) described herein.
2. **Contribution Limitations** – In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account, the contribution limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code and, in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.

In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceeds the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:

- reallocated to the Employee in the following year as an Employer Non-elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and in January of each subsequent year for up to four (4) years after the year of the Employee's employment severance or until such time as the Employer Non-elective Contribution is fully deposited into the Employee's 403(b) account, whichever is sooner. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the *Internal Revenue Code*.

3. **403(b) Accounts** - Employer contributions shall be deposited into the 403(b) account selected by employee to receive Employer contributions, provided such account will accept Employer Non-elective Contributions. If the employee does not designate a 403(b) account to receive Employer's contributions, or if the account designated will not accept Employer's Non-elective Contributions for any reason, then Employer shall deposit contributions, in the name of the employee, into a trust account to be distributed in accordance with the provisions of this MOA when the employee designates a 403(b) account.
4. **Tier I Adjustment** – Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.

5. This MOA shall be subject to *IRS* regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as close as possible, to the original intent of the parties. The District makes no representations of the tax status of any monies deposited to or received from the accounts covered by this agreement.
6. This MOA shall further be subject to the approval of the 403(b) Provider, which shall review the MOA solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*.
7. The Employer is responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation.

Before releasing information to the 403(b) Provider, the District will provide the relevant information to the Employee who shall notify the District if he or she believes the information is incorrect. The District shall not be liable for any penalties, losses or damages which result from the transmission of information to the Provider unless the Employee has provided a timely objection to the transmission of such information.

8. **Employer Non-Elective Contribution Equal to Termination Pay** – The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee who severs their employment with the Employer during the contract year and who is eligible to apply for and who commences their retirement from the state sponsored retirement system. The amount of Employer's contribution for each eligible employee shall equal the amount of each such employee's accumulated sick leave days, determined in accordance with Article XI of the Collective Bargaining Agreement. The Employer shall make the maximum contribution permitted under Section 415(c)(1) of the *Internal Revenue Code* of 1986, as amended, for the year in which the employee severs employment. The Employer shall deposit the contribution no later than 30 days following the employee's severance date.

