



Cornell University  
ILR School

### **NYS PERB Contract Collection – Metadata Header**

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

#### **Contract Database Metadata Elements**

Title: **Lockport City School District and Lockport Administrators and Supervisors Association (2005)**

Employer Name: **Lockport City School District**

Union: **Lockport Administrators and Supervisors Association**

Local:

Effective Date: **07/01/05**

Expiration Date: **06/30/08**

PERB ID Number: **5492**

Unit Size: **21**

Number of Pages: **23**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

AD1\549a

**COLLECTIVE BARGAINING AGREEMENT BETWEEN**  
**THE**  
**LOCKPORT ADMINISTRATORS AND SUPERVISORS ASSOCIATION**  
**AND**  
**THE SUPERINTENDENT OF SCHOOLS**  
**OF**  
**THE CITY SCHOOL DISTRICT OF LOCKPORT, NEW YORK**

**July 1, 2005-June 30, 2008**

**RECEIVED**

MAR 21 2008

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

## TABLE OF CONTENTS

<b>Article</b>		
<b>I</b>	<b>Recognition.....</b>	<b>3</b>
<b>II</b>	<b>Prohibition of Strike.....</b>	<b>3</b>
<b>III</b>	<b>Taylor Law.....</b>	<b>3</b>
<b>IV</b>	<b>Negotiations Procedures.....</b>	<b>4</b>
<b>V</b>	<b>Rights of Administrators.....</b>	<b>4</b>
<b>VI</b>	<b>Managerial Rights.....</b>	<b>4</b>
<b>VII</b>	<b>Working Year/Vacations.....</b>	<b>5</b>
<b>VIII</b>	<b>Evaluations.....</b>	<b>5</b>
<b>IX</b>	<b>Complaints Against Association Members.....</b>	<b>6</b>
<b>X</b>	<b>Grievance Procedures.....</b>	<b>7</b>
<b>XI</b>	<b>Leaves of Absence.....</b>	<b>8</b>
<b>XII</b>	<b>Insurances.....</b>	<b>10</b>
<b>XIII</b>	<b>Salary and Other Compensation.....</b>	<b>14</b>
<b>XIV</b>	<b>Retirement Benefits.....</b>	<b>14</b>
<b>XV</b>	<b>Totality of Agreement.....</b>	<b>16</b>
<b>XVI</b>	<b>Duration of Agreement.....</b>	<b>16</b>
<b>Appendix A</b>	<b>Salary Schedule</b>	
<b>Appendix B</b>	<b>Sick Bank Membership Form</b>	
<b>Appendix C</b>	<b>Grievance Form</b>	

**ARTICLE 1**

**RECOGNITION**

Pursuant to PERB Case No. C-29230, the District recognizes the Association as exclusive representative for the purpose of collective negotiations and the settlement of grievances for the following negotiation unit:

Included: Principals, Assistant Principals, Directors and Grant Writer/Allocations Coordinator

Excluded: All other employees

Such recognition shall continue for the maximum period permitted by law.

**ARTICLE II**

**PROHIBITION OF STRIKE**

The Association asserts that it will not strike nor will it assert the right to strike, or assist in or participate in strike action against the District. It will in no way impose on anyone an obligation to strike.

**ARTICLE III**

**TAYLOR LAW**

Agreements Between Public Employers and Employee Organizations. 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:

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 School Board has given approval.

## **ARTICLE IV**

### **NEGOTIATIONS PROCEDURES**

- A. Negotiations for a successor agreement shall be commenced at the request of either party and shall be in writing addressed to either the Superintendent of Schools or the President of the Administrators' Association. In any given year, such request shall be made not earlier than December 1 nor later than March 1, except by mutual consent. A mutually acceptable meeting date shall be set forth not more than fifteen (15) working days following such requests.
- B. Negotiations between the Superintendent of Schools and/or his designee and representatives of the Association shall take place outside of school hours unless mutually agreed upon by both parties.

## **ARTICLE V**

### **RIGHTS OF ADMINISTRATORS**

The Superintendent may require an Administrator to serve as an advisor on the District's negotiating team in its negotiation with other employee units. This occasional participation will only be for the purpose of obtaining the Administrator's advice and will not constitute actual negotiations on behalf of the Superintendent. None of the duties performed in accordance with this section shall constitute a basis for "managerial" or "Confidential" designation under Section 201 (7) of the Taylor Law.

## **ARTICLE VI**

### **MANAGERIAL RIGHTS**

The District and the Association recognizes that, subject to the provision of this Agreement, the management, direction, and control of the District's business, operations and personnel are exclusively the function of the District's Board and Superintendent. This would include, but not be limited to, the right to determine the work day for employees; to hire, lay off, assign, transfer, and promote employees; to determine the number of administrative, teaching, and non-teaching staff; to make administrative assignments; evaluate personnel, and to make reasonable rules and regulations pertaining to employees by this Agreement.

## **ARTICLE VII**

### **WORKING YEAR/VACATION**

- A. All unit members shall be twelve (12) month employees whose work year commences July 1 and ends the following June 30.
- B. Each administrator shall be entitled to twenty (20) vacation days in addition to holidays and recesses occurring during the normal ten (10) month school year. Said vacation days are to be taken between the closing of regular school in June and the opening of school in September, and are to be mutually agreed upon by the Superintendent of Schools.
- C. If an administrator is required by the superintendent to work during the normal vacation period, or is unable to take his/her normal vacation due to a request of the Superintendent, compensatory days off or salary reimbursement will be made. The salary shall be at the unit member's daily rate. The method of compensation shall be at the Superintendent's discretion.
- D. Effective July 1, 1996, unit members must complete seven (7) hours per school year (July 1- June 30) outside the work day in professional development activities. Such activities must be submitted to the Superintendent or his designee for prior approval.

## **ARTICLE VIII**

### **EVALUATIONS**

Recognizing that every administrator has areas of strengths and weaknesses, and with the realization that an administrative team must work together to achieve proficiency, if students are to benefit from a positive educational environment, a written yearly performance evaluation shall be conducted as follows:

- A. Said evaluation shall be mainly (but not limited to) on the basis of detailed job descriptions and yearly objectives which have been agreed upon by the administrator and his/her immediate supervisor.
- B. If a "Need to Improve" is included in the evaluation, the evaluator should be able to cite specific examples, if requested, of situations or behaviors that support the written position.
- C. Said evaluator shall consider any area of district-wide responsibility assigned by the Superintendent of Schools, areas indicated as primary

job responsibilities within the job description, and the level that objectives are attained.

- 1.) Principals and Directors shall be evaluated annually by the Superintendent or his/her designee, and said evaluations are to be completed in writing by July 15. Copies of the evaluations shall be placed in the administrator's personnel file.
  - 2.) Assistant Principals shall be evaluated by their Principals. Said evaluations are to be completed in writing by May 30, and then reviewed by the Superintendent. Following this review, the Principal shall share the evaluation with the Assistant Principal. Final copies of the evaluations will be forwarded to the Superintendent and placed in the Administrator's personnel file.
  - 3.) The dates in VIII.C.1 and VIII.C.2 above may be extended by mutual agreement and should be in writing.
- D. The Administrator will be given a copy of any written evaluation report at least one (1) day before the conference to discuss it. The Administrator will have the right to discuss such report and any support documents before placement in his/her personnel file. The Administrator shall have the right to respond in writing, within fifteen (15) days, to any evaluation materials placed in his personnel file, and his/her response shall be attached to become a part of the file copy.

## **ARTICLE IX**

### **COMPLAINTS AGAINST ASSOCIATION MEMBERS**

- A. Any complaint by staff members, parents, students, or the community in general, which is directed toward an Administrator, shall be called to the Administrator's attention as soon as practicable and, if an answer is called for, the Administrator shall have the opportunity to reply.
- B. Any complaint to be considered formal must be placed in writing. The Administrator shall, if possible, be given an opportunity to discuss the matter with the complainant and to provide a written reply.
- C. No complaint shall be used in evaluating an administrator unless formalized as indicated in IX.B above.

## ARTICLE X

### GRIEVANCE PROCEDURE

- A. The purpose of establishing this procedure is to provide a means for the orderly settlement of differences over the interpretation and implementation of this negotiated Agreement. This procedure should assure equitable and proper treatment of the employees pursuant to the terms and provisions of this Agreement.
- B. A grievance shall mean any claim of violation, misinterpretation, or inequitable application of the terms and provisions of this agreement.
- C. The failure of the Association or the Administrator to take any of the action authorized by this Article within the time limit shall, therefore, constitute a waiver of the right to proceed further, and shall terminate the proceeding. Any specific time limits may be extended by mutual agreement in writing by both parties.
- D. Procedure
- Step 1. An administrator, who believes himself/herself aggrieved, shall present this grievance to the Superintendent of Schools on the appropriate form no later than fifteen (15) calendar days from the date of the occurrence of the events giving rise to the grievance.
- Step 2. The superintendent shall investigate the grievance and respond to the unit member in writing within ten (10) working days of the receipt of the grievance.
- Step 3. If the administrator is not satisfied with the decision of the Superintendent of Schools he/she may appeal such decision to the Grievance Committee of the Board of Education. He/she will do this by delivering to the Clerk of said Board, not later than the fifth (5<sup>th</sup>) working day after receipt of such decision, an appeal which shall be accompanied by a copy of the grievance form and the Superintendent's decisions.
- Step 4. The Board Grievance Committee shall render a written decision to the grievant not later than thirty (30) calendar days after the Clerk's receipt of the appeal.
- Step 5. The decision of the Grievance Committee will be final and binding on all parties and neither may appeal this decision to any other legal body.

NOTE: The Grievance Committee of the Board of Education shall be made up of one member chosen by the Board of Education, one member of the Board chosen by the Lockport Administrators and Supervisors Association; these two members shall serve one fiscal year. Upon the filing of the grievance, the third member of said Committee will be chosen from among the remaining members of the Board by the two (2)

permanent members of the committee and shall serve for the duration of the grievance.

## ARTICLE XI

### LEAVES OF ABSENCE

- A. Sick Leave. All twelve (12) month administrators shall be allowed sick leave credit of eighteen (18) days per year, cumulative to 240 days. Deductions from credited sick leave shall be made under these conditions:
1. Personal illness
  2. Family illness: serious illness of a member of the family, including husband, wife, father, mother, son, daughter, brother, sister, or anyone who has acted in such capacity; corresponding in-laws, or a more distant relative if a member of the unit member's household. This shall be limited to five (5) days in any year unless approved by the Superintendent.
  3. Paternity: Limited to three (3) days in any one instance
  4. A unit member may elect to utilize her unused paid sick leave during her period of disability caused by pregnancy or childbirth. Sick leave will be paid only during the time period in which her physician has certified, in writing, that she is physically disabled, and only to the extent of the paid sick leave for which she is eligible.
  5. Personal Days: unit members shall be allowed three (3) days per year for leave of a personal nature to transact or attend to legal business or family matters that would normally be conducted during the workday. These days may not be granted the day immediately preceding or immediately following any scheduled vacations, holidays, and/or recesses involving three (3) or more calendar days without the approval of the Superintendent of Schools. The Superintendent's approval shall be needed to use two (2) or more days successively.
- B. No deduction from sick leave shall be made under the following conditions:
1. Bereavement: death in the family. Five (5) days leave with full pay shall be granted to any unit member following a death in the immediate family or of father, mother, brother, sister, grandchildren or corresponding in-laws, or of a more distant relative if a member of the unit member's household.
  2. Any additional days must be approved by the Superintendent and shall be deducted from sick leave.

C. Sick Leave Bank. The District and the Association shall administer a Sick Leave Bank to be used when a unit member has incurred a prolonged illness or injury and whose sick leave accumulation has been exhausted. A committee consisting of the Superintendent or his/her designee and two (2) unit members appointed by the Association shall review all Sick Leave Bank requests. The granting of the request shall be contingent upon the approval of at least two (2) of the committee members. After receiving a request for Sick Leave Bank utilization and all necessary supporting documentation requested by the Sick Leave Bank Committee, the Committee shall have ten (10) calendar days to act upon the request. The decision of the Committee will be final and binding on all parties and shall not be subject to any grievance procedure. The Sick Leave Bank Committee shall be empowered to establish procedures and reasonable criteria for the purpose of administering the leave benefits of this provision. These procedures and criteria shall be set forth in writing and submitted to the Superintendent of Schools and the Association President for their mutual approval prior to any implementation.

1. Membership in the Sick Leave Bank is voluntary on the part of the unit member; however, a unit member shall be given only one (1) opportunity to join the bank. This shall occur each September (the exact date to be agreed upon by the District and the Association) or when the unit member is first employed by the District if the date of employment is after September; see Appendix B. An individual who withdraws membership will not be permitted to rejoin.
2. A unit member who elects to join the Bank must contribute two (2) days from his/her sick leave accumulation each school year until the maximum is reached as stated in XI.C.3. Each June, until such time as the maximum number of days specified in XI.C.3 is reached, members may designate a further contribution of sick days to be donated to the sick leave bank.
3. Contributions will be made to the Bank on an annual basis until the maximum reaches one thousand (1,000) days in the Bank
4. The number of days granted in any one year shall not exceed the total accumulation in the Bank
5. A maximum of two hundred forty (240) days may be drawn by any one unit member from the Bank for any incident of illness or reoccurrence of the same. A member of the Bank shall be required to return to active employment for a period of not less than thirty (30) working days before becoming eligible to utilize Sick Leave Bank benefits again unless the succeeding absence is due to a continuation or reoccurrence of a previously covered illness, in which case the remainder of one's two-hundred forty 240 day allotment may be used.
6. Medical reports may be requested by the District and/or the Association.

7. All requests for days from the Bank must be in writing and addressed to the President of the Association with a copy being sent to the Superintendent of Schools.
8. Upon termination of employment or withdrawal of membership from the Bank, the participating unit member will not be permitted to withdraw his/her contributed days.
9. The first thirty (30) working days of illness or disability will not be covered by the Bank, but must be covered by the unit member's own accumulated sick leave or absence without pay.

## **ARTICLE XII**

### **INSURANCES**

#### **A. Health Insurance**

During the 2005-2006 school year health and prescription insurance options shall remain the same as those available to unit members in the 2004-2005 school year.

Effective July 1, 2006, unit members with administrative appointment dates before July 1, 2006, will have their choice of one of the following health insurance and prescription plan options described in sections 1-4 below, through the Orleans/Niagara School Health Plan Consortium. All Association members with initial LCSD administrative appointment dates effective on or after July 1, 2006, shall be limited to POS or PPO health insurance plan options described in sections 2, 3, and 4 below.

The District shall pay one-hundred percent (100%) of the premium cost of the coverage for health and prescription coverage for all unit members regardless of date of appointment.

#### **1. Traditional Blue Plan**

- a) The District will provide to unit members the option of health insurance coverage known as Traditional Blue Plan provided through the Orleans Niagara School Health Plan Consortium, at no premium cost to the unit member.
- b) Reimbursement. Effective July 1, 2005, the District will reimburse unit members who are enrolled in the Traditional Blue Plan as follows:

All deductible costs above \$50 for single coverage or  
All deductible costs above \$100 for family coverage and  
All co insurance costs for covered services

Effective July 1, 2006 the District will reimburse unit members who are enrolled in the Traditional Blue Plan as follows:

All deductible costs above \$175 for single coverage or  
All deductible costs above \$350 for family coverage and  
All co insurance costs for covered services

Effective July 1, 2007 the District will reimburse unit members who are enrolled in the Traditional Blue Plan as follows:

All deductible costs above \$200 for single coverage or  
All deductible costs above \$400 for family coverage and  
All co insurance costs for covered services

- c) Prescription Insurance. Effective July 1, 2006, unit members electing the Traditional Blue Plan shall be afforded the three tier coverage plan, currently administered by Caremark, with co-payments as follows:

Generic drug co-pay	\$ 5.00
Preferred drug co-pay	\$10.00
Non-preferred drug co-pay	\$20.00

- d) Prescription Reimbursement Cap. Each unit member's responsibility for the \$10.00 difference between the preferred and non-preferred co-pays is capped at \$150 total per calendar year, i.e., the District will reimburse the unit member \$10.00 for each non-preferred prescription filled or refilled within the calendar year, *after* that unit member has filled or refilled one or more non-preferred prescriptions more than 15 times *total* in one calendar year.

Example: Employee fills or refills one non-preferred prescription (Prescription "A") 10 times in one calendar year, and fills or refills a second non-preferred prescription (Prescription "B") eight (8) times that same calendar year. The total difference between the preferred and the non-preferred co-pays for that employee for that calendar year was \$180.00. The District will reimburse that employee the cost in excess of \$150.00 (i.e., \$30.00).

2. Point of Service 298 (POS) or POS 298 Plus (POS Plus) Health Insurance Plan with prescription coverage currently administered by Caremark

- a) The District will provide to unit members the option of POS or POS Plus Health Insurance Plan in combination with Prescription Coverage currently administered by Caremark.

- b) Prescription Insurance. Effective July 1, 2006, the District will offer prescription coverage (currently administered by Caremark in conjunction with the POS medical plans), with three-tiered co-payments as follows:

Generic drug co-pay	\$ 5.00
Preferred drug co-pay	\$10.00
Non-preferred drug co-pay	\$20.00

c) Prescription Reimbursement Cap. Each unit member's responsibility for the \$10.00 difference between the preferred and non-preferred co-pays is capped at \$150 total per calendar year, i.e., the District will reimburse the unit member \$10.00 for each non-preferred prescription filled or refilled within the calendar year, *after* that unit member has filled or refilled one or more non-referred prescriptions more than 15 times *total* in one calendar year.

3. Point of Service 298 (POS) or POS 298 Plus (POS Plus) Health Insurance Plan with Blue Cross Prescription Coverage

- a) Effective July 1, 2006, the District will provide to unit members the option of the POS or POS Plus Health Insurance Plan in combination with Blue Cross Prescription Coverage
- b) Prescription Insurance. Effective July 1, 2006, the District will offer prescription coverage currently administered by Blue Cross in conjunction with the POS or POS Plus medical plan, co pays as follows:

\$3.00 for prescriptions written by "in-network" providers  
\$5.00 for prescriptions written by "out-of-network" providers

- c) 105 (h) Contribution. The District will provide those unit members, who elect the above POS or POS Plus Health Insurance Plan, with Blue Cross prescription coverage, an annual contribution to a 105(h) plan in the following amounts:

Single coverage        \$200  
2 person coverage     \$400  
Family Coverage       \$600

4. Preferred Provider Organization Plan

- a) Effective July 1, 2006, the District will provide to unit members the option of health insurance coverage through a PPO plan offered by the Orleans/Niagara School Health Plan Consortium which shall include Blue Cross prescription coverage.

- b) Prescription Insurance. Unit members electing the PPO plan shall be afforded with the prescription plan currently administered by Blue Cross with co payments as follows:

Generic drug co-pay        \$ 5.00  
Preferred drug co-pay       \$10.00  
Non-preferred drug co- pay \$25.00

- c) 105(h) Contribution. The District will provide those unit members, who elect the above PPO health insurance plan with Blue Cross prescription coverage, an annual contribution to a 105(h) plan in the following amounts:

Single coverage        \$150

2 person coverage	\$300
Family Coverage	\$450

- B. The District is not required to provide health insurance coverage for any unit member whose spouse has identical or better coverage.

Should the spouse's coverage be terminated for any reason, the unit member may immediately receive full coverage to which he/she is entitled as a unit member.

Unit members will complete and return an acknowledgment form provided by the District at the first faculty meeting in September.

- C. Dental Insurance. The District shall provide at no cost to the unit member the GHI's Spectrum 2000 Dental Plan with riders (modified). Should any other group of employees be provided another dental insurance plan, unit members will have the opportunity and the option to enroll in that alternative dental insurance program, with costs borne by the District. Any unit member who is the beneficiary of fully paid dental coverage at least equivalent to that provided by the District is expected not to participate in the District-provided plan.
- D. If any of the above-mentioned plans cease, except by mutually negotiated agreement between the District and the Association, another plan of equal benefits shall be mutually agreed by the parties.
- E. Persons on unpaid leave of absence, other than Family Medical Leaves of Absence, may continue in the health, prescription and/or dental insurance programs if payments are made to the Business Office by the fifth (5<sup>th</sup>) of the month. Persons not getting their payments in on time shall be dropped from the program.
- F. Waiver of Health/Prescription Insurance. Unit members eligible for health and prescription insurance coverage (as outlined above) will be allowed to discontinue such coverage in exchange for a stipend as follows:
- \$1000 (one thousand dollars) for waiver of a single coverage plan
  - \$2000 (two thousand dollars) for waiver of a family coverage plan
1. The stipend will be paid for each fiscal year the employee chooses not to receive the District sponsored health/prescription insurance.
  2. Any individuals who wish to participate in this "opt-out" provision must file a signed letter of intent with the Business Office prior to July 1 (that is, the beginning) of the fiscal year in which coverage will not be in effect, or at the onset of employment.

3. The "opt-out" applies only to the Orleans-Niagara School Health Plan Consortium-administered health and prescription insurance plans (as in Article XII, A. 1-4 above). Dental is not involved in this provision.
  4. The stipend will be paid to the employee in equal installments in each paycheck from the first paycheck in October through the last paycheck in June.
  5. Individuals who discontinue their health/prescription insurance coverage may not re-enter the program until the following July 1 unless alternative coverage has become inaccessible (through divorce, termination of spouse's employment, etc).
- G. Flexible Spending Account Plan. The District will establish a mutually acceptable Flexible Spending Account Plan (FSA). Each unit member may elect to contribute a portion of his/her salary to an FSA to the extent allowed by law and the District's FSA Plan. All administrative costs for establishing the plan will be shared equally by the District and the Association. All administrative fees for each member's FSA will be paid by the individual unit member. As determined by current law, funds contributed to the FSA must be used as specified in the District's FSA Plan and funds remaining in the account at the end of the fiscal year, that is, June 30, will revert back to and become property of the District.

### ARTICLE XIII

#### SALARY AND OTHER COMPENSATION

- A. Salary. See Appendix A.
- B. Effective with the school year 1997-1998, unit members who, between July 1 and the following June 30, complete ten (10) clock hours of high quality career training/development, occurring outside the work day, will receive one thousand dollars (\$1,000) in a separate check issued during the last pay period of the school year.

### ARTICLE XIV

#### RETIREMENT BENEFITS

- A. 403(B) Conversion Benefit. The District agrees to make a non-elective employer contribution to an employer-funded annuity in the amount established by Article

XIV.A.1., subject to the contribution limits as outlined in Internal Revenue Code (IRC), Section 415C

1. The conversion benefit shall be available to unit members who are eligible to retire from the New York State Teacher's Retirement System, without penalty, and shall be determined using the following formula:

$N \times \frac{1}{2}$  of the current daily contract salary. (N= the number of days of unused sick leave, limited to a maximum of two hundred forty (240) days)

2. The unit member shall notify the Superintendent, in writing, of his/her intention to retire no later than February 1 of the school year which immediately precedes their final school year of work.
3. Within ten (10) business days of the employee's final paycheck, the non-elective employer contribution will be remitted to any of the currently designated 403(b) plans used in the District, except as provided in Number 5 of this Article.
4. Should the District be unable to fund the entire terminal leave amount in the current year due to IRC Section 415 limits, the District will remit the maximum allowable in the current year and the remainder will be remitted by January 31 of the following year in accordance with section 415 of the IRC concerning up to "5 years of post-retirement employer contributions".
5. For purposes of New York state Teacher's Retirement System (NYSTRS) Tier I membership dates prior to June 17, 1971, the employer contribution will be reported as non-regular compensation to the NYSTRS. In the event that the employee's terminal leave amount exceeds acceptable IRC contribution limits, the employer agrees to pay any excess over the limits as compensation to the employee in the year of retirement, subject to usual and customary withholding.
6. In the event that it is determined by the Internal Revenue Service, or any other applicable administrative body or court, that any monies paid pursuant to Article XIV are taxable income, either party may make a demand for negotiations to consider revisions to this Section, and the other party shall negotiate in good faith. However, LASA shall hold the District harmless for any penalties or fines that it may incur as a result of non-payment of payroll or withholding taxes on these amounts.

B. The District will pay fifty (50) percent of the cost of health insurance for any current unit member (or surviving spouse in the event of death after retirement) who retires from the Lockport City School District after the unit member completes ten years of service to

the District. This benefit will not be available for unit members with administrative appointment dates effective on or after July 1, 2006.

**ARTICLE XV**

**TOTALITY OF AGREEMENT**

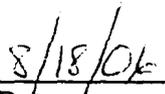
This agreement incorporates the entire understanding of both parties on all issues which have been discussed during negotiations. No change, revision, alteration, or modification of this agreement in whole or in part shall be valid unless the same is ratified by both the District and the Association and endorsed in writing thereof.

**ARTICLE XVI**

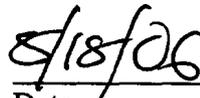
**DURATION OF AGREEMENT**

The provisions of this Agreement shall be effective as of July 1, 2005 (unless otherwise noted) and shall continue in full force and effect until June 30, 2008.

  
\_\_\_\_\_  
President, Lockport Administrators and Supervisors Association

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Superintendent of Schools

  
\_\_\_\_\_  
Date

**APPENDIX A**  
**SALARY SCHEDULE**

**Elementary Principals/Directors**

Step	Assumed 2004-05	2005-06	2006-07	2007-08
1	\$76,027	\$77,738	\$79,355	\$81,077
2	\$77,459	\$79,202	\$80,849	\$82,604
3	\$78,884	\$80,659	\$82,337	\$84,123
4	\$80,309	\$82,116	\$83,824	\$85,643
5	\$81,735	\$83,574	\$85,312	\$87,164
6	\$83,840	\$84,980	\$86,748	\$88,630
7	\$84,268	\$86,385	\$88,182	\$90,095
8	\$85,859	\$87,791	\$89,617	\$91,562
9	\$87,450	\$89,418	\$91,278	\$93,258
10	\$89,032	\$91,035	\$92,929	\$94,945
11	\$90,500	\$92,627	\$94,553	\$96,605
12	\$91,500	\$93,559	\$95,692	\$98,180
Off	\$106,135	\$108,788	\$111,726	\$114,631

**Middle School Principals**

Step	Assumed 2004-05	2005-06	2006-07	2007-08
1	\$78,213	\$79,676	\$81,261	\$82,894
2	\$79,698	\$81,188	\$82,804	\$84,468
3	\$81,048	\$82,564	\$84,207	\$85,899
4	\$82,398	\$83,939	\$85,609	\$87,330
5	\$83,748	\$85,314	\$87,012	\$88,761
6	\$85,098	\$86,689	\$88,414	\$90,192
7	\$86,448	\$88,065	\$89,817	\$91,622
8	\$87,798	\$89,440	\$91,220	\$93,053
9	\$89,148	\$90,815	\$92,622	\$94,484
10	\$90,498	\$92,190	\$94,025	\$95,915
11	\$91,848	\$93,566	\$95,428	\$97,346
12	\$93,198	\$94,941	\$96,830	\$98,776

**Assistant Principals**

Step	Assumed 2004-05	2005-06	2006-07	2007-08
1	\$70,564	\$72,751	\$74,861	\$77,032
2	\$71,200	\$73,407	\$75,536	\$77,727
3	\$71,800	\$74,026	\$76,173	\$78,382
4	\$72,400	\$74,644	\$76,809	\$79,037
5	\$73,000	\$75,263	\$77,446	\$79,692
6	\$73,600	\$75,882	\$78,082	\$80,347
7	\$74,200	\$76,500	\$78,719	\$81,002
8	\$74,800	\$77,119	\$79,355	\$81,657
9	\$75,400	\$77,737	\$79,992	\$82,312
10	\$76,000	\$78,356	\$80,628	\$82,967
Off	\$94,912	\$96,810	\$98,746	\$100,721

**High School Principal**

Step	Assumed 2004-05	2005-06 Schedule	2006-07 Schedule	2007-08 Schedule
1	\$92,300	\$94,626	\$95,984	\$98,422
2	\$92,900	\$95,295	\$96,929	\$99,391
3	\$93,500	\$95,964	\$97,874	\$100,360
4	\$94,010	\$96,633	\$98,819	\$101,329
5	\$94,910	\$97,302	\$99,764	\$102,298
6	\$95,810	\$98,224	\$100,709	\$103,268
7	\$96,710	\$99,147	\$101,656	\$104,238
8	\$97,610	\$100,070	\$102,602	\$105,208
9	\$98,510	\$100,992	\$103,548	\$106,178
10	\$99,410	\$101,915	\$104,494	\$107,148
11	\$100,310	\$102,838	\$105,440	\$108,118
12	\$101,210	\$103,760	\$106,386	\$109,088

For the 2005-2006 school year Gene Shepelew will be paid an annualized salary of \$96,810  
 For the 2005-2005 school year Terry Carbone will be paid an annualized salary of \$108,788  
 For the 2006-2007 school year Terry Carbone will be paid an annualized salary of \$111,726  
 For the 2007-2008 school year Terry Carbone will be paid an annualized salary of \$114,631

**APPENDIX B**

**SICK BANK MEMBERSHIP**

I, \_\_\_\_\_, wish to become a member of the Lockport Administrators and Supervisors Association Sick Leave Bank and hereby authorize the District to deduct sick leave days from my personal accumulation and accredit them to the LASA bank in accordance with Article XI, Section C, numbers 1-2.

\_\_\_\_\_  
Signature/date

1. A contribution of two (2) each year is required for membership
2. For those employees who are at the maximum sick leave accumulation, an additional donation of up to your full year's sick leave may be added to the bank on June 30 of each year. This will be retroactive to the 1991-1992 contract.

Sign here if you are eligible to contribute in this matter and are willing to do so.

\_\_\_\_\_  
Signature/date

Number of days, up to 18, that you wish to give to the bank: \_\_\_\_\_ by June 30, 20\_\_\_\_.

**APPENDIX C**  
**GRIEVANCE FORM**

Fill out two copies. Retain one and give one to the Superintendent.

(1) Your name:

Your Position:

(2) Briefly state your grievance:

(3) What paragraph(s) of the Agreement do you feel have been violated?

(4) What relief are you seeking?

\_\_\_\_\_  
Your Signature

\_\_\_\_\_  
Date Submitted

XC Long  
Bern B.  
JK

**MOA Between The Lockport Administrators and Supervisors Association  
And  
The Superintendent of Schools of the City School District of Lockport, New York**

Whereas, the contract recently ratified by the Lockport Administrators and Supervisors Association and the Lockport City School District's Board of Education calls for institution of a step schedule for purposes of remuneration of administrators and;

Whereas administrators must, therefore, be assigned to steps;

It is hereby agreed that administrators shall be assigned to steps for the 2005-2006 school year as follows:

Assistant Principals

Jennifer Gilson	Step 2
Melisa Niver	Step 2
Todd Sukdolak	Step 3
Russell Buckley	Step 6
Dawn Wylke	Step 1
Gene Shepelew	Off step, as agreed

Middle School Principals

James Snyder	Step 2
Gary Wilson	Step 3

High School Principals

Frank Movalli	Step 5
---------------	--------

Elementary Principals

Marianne Hall	Step 3
Christopher Arnold	Step 11
Lisa Epolito	Step 2
Michael Sobieraski	Step 2
Roberta Donovan	Step 8
Ryan Schoenfeld	Step 3
Michelle Bradley	Step 3
Terry Carbone	Off step, as agreed

Directors

Patrick Burke	Step 7
Barbara Converso	Step 1
John Moskalik	Step 10
AJ Stegeman	Step 6

**RECEIVED**

SEP 19 2006

Personnel  
Lockport Board of Education

It is further agreed that, insofar as allowable by law, advancement to the next step will become effective July 1, contingent upon unit member's completion of a minimum of six months service to the District, excluding leaves of absence, in the previous school year.

<u>Terry A. Carbone</u>	<u>9/20/06</u>	<u>Roberta Donovan</u>	<u>9/15/2006</u>
Superintendent of Schools	Date	LASA President	Date

MOA  
Between

The Superintendent of Schools of Lockport City School District,  
Lockport Administrators' and Supervisors' Association

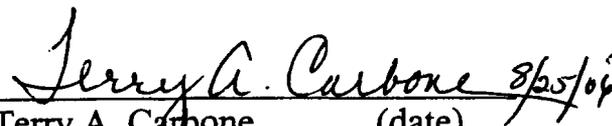
And

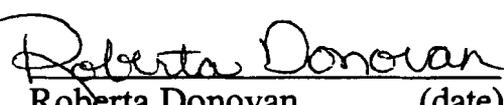
Melisa Niver

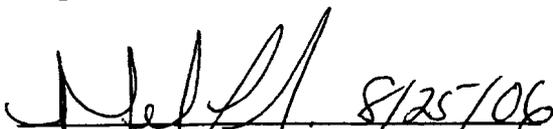
It is agreed that, for the time period commencing August 11, 2006 and ending on June 30, 2007 (unless sooner terminated), in her current tenured position as assistant principal, Melisa Niver will be assigned and will perform additional duties (those of associate principal). In consideration for assuming such additional duties Mrs. Niver will be advanced one step on the pay schedule for assistant principals. This will place her on step 4 for the 2006-2007 school year. All parties agree that Mrs. Niver will continue to accrue seniority in her current tenure area of assistant principal during the time she performs additional duties of associate principal. All parties agree that, effective July 1, 2007 Mrs. Niver shall remain on step 4 (for the duration of the 2007-2008 school year) should she (at the discretion of the District) no longer be assigned the additional duties of associate principal.

The District has discretion and authority to determine for how long Mrs. Niver is assigned to duties of associate principal.

This agreement shall cease to have effect on July 1, 2007, except that the provisions stated above, regarding Ms. Niver remaining on step 4 for the duration of the 2007-2008 school year if associate principal duties are removed, shall remain effective.

  
Terry A. Carbone (date) 8/25/06  
Superintendent of Schools

  
Roberta Donovan (date) 8/26/06  
President, LASA

  
Melisa Niver (date) 8/25/06

LASA file

**Memorandum of Agreement**

Between

The Superintendent of Schools of Lockport City School District,

Lockport Administrators' and Supervisors' Association

And

Melisa Niver

It is agreed that, for the time period commencing July 1, 2007 and ending on June 30, 2008 (unless sooner terminated), in her current tenured position as assistant principal, Melisa Niver will be assigned and will perform additional duties (those of associate principal). In consideration for assuming such additional duties Mrs. Niver will be advanced one step on the pay schedule for assistant principals. This will place her on step 5 for the 2007-2008 school year. All parties agree that Mrs. Niver will continue to accrue seniority in her current tenure area of assistant principal during the time she performs additional duties of associate principal. All parties agree that, effective July 1, 2008 Mrs. Niver shall remain on step 5 (for the duration of the 2008-2009 school year) should she (at the discretion of the District) no longer be assigned the additional duties of associate principal.

The District has discretion and authority to determine for how long Mrs. Niver is assigned to duties of associate principal.

This agreement shall cease to have effect on July 1, 2008, except that the provisions stated above, regarding Mrs. Niver remaining on step 5 for the duration of the 2008-2009 school year if associate principal duties are removed, shall remain effective.

Terry A. Carbone June 21, 2007  
Terry Ann Carbone, Superintendent (date)  
Lockport City School District

Roberta Donovan June 22, 2007  
Roberta Donovan (date)  
President, LASA

Melisa Niver 6/25/07  
Melisa Niver (date)  
LCSD Administrator

**Memorandum of Agreement between Lockport City School District and the  
Lockport Administrators and Supervisors Association**

The Lockport City School District ("District") and the Lockport Administrators and Supervisors Association ("LASA") hereby agree as follows:

It is agreed that, and in accordance with the similar Memorandum of Agreement between the District and the Lockport Education Association, all twenty members of LASA who complete ten clock hours of high quality career training/development occurring beyond the school day be reimbursed \$1,000 upon satisfactory completion of services rendered instead of "during the last pay period of the school year" as the current contract language includes.

This agreement represents the full and complete commitment of both parties with respect to the issues herein. This agreement shall cover the period of the school year 2007/2008.

28 AUG 07  
Date

Todd A. Sukdolak  
Todd A. Sukdolak, President - LASA

8/28/07  
Date

Terry A. Carbone  
Terry A. Carbone, Superintendent of Schools