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Contract Database Metadata Elements

Title: **Lackawanna City School District and Lackawanna Administrative Council (2005)**

Employer Name: **Lackawanna City School District**

Union: **Lackawanna Administrative Council**

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

Expiration Date: **0/63/012**

PERB ID Number: **5419**

Unit Size: **11**

Number of Pages: **19**

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AD / 5419

Office

AGREEMENT BETWEEN THE
LACKAWANNA CITY SCHOOL DISTRICT
AND THE
LACKAWANNA ADMINISTRATIVE COUNCIL
FOR
July 1, 2005
To
June 30, 2012

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

JAN 04 2009

ADMINISTRATION

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ARTICLE I: AGREEMENT – RECOGNITION

101. AGREEMENT

THIS AGREEMENT made and entered into by and between CITY SCHOOL DISTRICT, CITY OF LACKAWANNA ("District") and the LACKAWANNA ADMINISTRATIVE COUNCIL ("Council"), effective July 1, 2005.

WHEREAS, it is the intent and purpose of the parties to set forth herein the total agreement covering wages and terms and conditions of employment to be observed between the parties.

The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and therefore, that negotiations will not be opened on any items where contained herein or not until a new Contract is to be negotiated, unless by mutual 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 the Law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given its approval."

102. RECOGNITION

The Parties recognize the Lackawanna Administrative Council as the exclusive bargaining agent for the following Administrators: All Building Principals; All Assistant Principals; Principal of Purchasing, Transportation & Records Management; Principal of Special Education; Principal of Federal Programs, Assessments and Technology; Director of Curriculum/Instruction and Staff Development; and Principal of Academic Summer School Program.

The Parties also agree to exclude from this recognition the titles of: Superintendent of Schools, Assistant Superintendent of Schools, Associate Superintendent of Schools and those Administrators' positions which may become designated managerial and confidential as defined under Article 214 of the New York State Public Employees' Fair Employment Act (Taylor Law).

This recognition constitutes as agreement between the Board and the Council to reach mutual understandings and negotiate an agreement regarding matters related to terms and conditions of employment. The Board and the Council recognize that the Board is the legally constituted body responsible for the determination of policies covering the Lackawanna City School System, the Board provisions of the State and Federal and such Rules and Regulations as are promulgated by the Commissioner of Education in accordance with such statutes.

ARTICLE II

201. PAYROLL DEDUCTIONS

It is agreed that payroll deductions will be made for dues to professional organizations as follows:

1. Lackawanna Administrative Council.
2. School Administrator's Association of New York State as persons individually and voluntarily authorize such Payroll deductions, and such total amount of money deducted will be transmitted promptly to the Treasurer.
3. The District will offer the option of direct deposit. The banks for direct deposit will be designated by the Board of Education.

202. AGENCY SHOP

1. The Lackawanna City School District shall accord the Lackawanna Administrative Council and SAANYS, separate deductions on the payroll for membership dues as authorized by the employees in writing to the District Personnel Department.
2. The District shall continue to deduct from wages and salary of employees in the bargaining unit who are not members of the Unit, the amount equivalent to the dues levied by the Unit and transmit the same so deducted to the Lackawanna Administrative Council, in accordance with Section 208 (3) (b) of the Civil Service Laws of New York State and to omit such Agency Shop Fees in accordance with Section 201 of this Article.
3. The Lackawanna Administrative Council shall indemnify and save the District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or for reason of action taken by the District, in reliance upon deduction authorization cards submitted by the Association to the District.

ARTICLE III

301. DURATION OF CONTRACT

The provisions of this Agreement shall be effective for the school years 2005-2006, 2006-2007, 2007-2008, 2008-2009, 2009-2010, 2010-2011 and 2011-2012 and shall continue in full force until June 30, 2012.

302. COUNCIL RIGHTS

The Board shall make available to the Council upon request and within a reasonable amount of time any and all information and records relevant to negotiations, or necessary for the proper administration of this contract. Availability of information shall not interfere with the normal operation of the Business Office.

The Council shall have the right to post non-controversial notices of its activities and matters of Council business. The Council shall have the right to use school building facilities and equipment for normal Council business, pursuant to existing practices and policies, provided that such use shall not interfere with the regular day or night school program.

303. ADMINISTRATOR'S PERSONAL FILE

Each Administrator shall have a proprietary right in his personal file as follows:

1. The right, upon request, to review the contents of the file exclusive of confidential references.
2. The right to have a representative of the Association present during such review.
3. The right to have reproduced for his own any document contained in the file other than a confidential reference, at a cost to the member not to exceed twenty-five cents (\$.25) per page.
4. The right to submit rebuttal material for inclusion in the file may be made within ten (10) days after material has been placed in file.
5. An Administrator's seniority list will be provided to the Lackawanna Administrative Council on request.

304. COMPENSATION FOR DESTRUCTION OF PERSONAL PROPERTY

If an Administrator suffers loss or destruction of a prosthetic device, such as eye glasses, dentures, or has clothing damaged while acting in the line of duty, the Board will assume the responsibility of the cost of replacement or repair of such items, provided such loss or damage is not due to the Administrator's negligence or otherwise covered by Worker's Compensation (\$ limit - \$100 per incident).

ARTICLE IV: GRIEVANCES - ARBITRATION

401. GRIEVANCE DEFINITIONS

1. "Grievant" shall mean any member of the bargaining unit.

2. "Immediate Supervisor" shall mean the Administrator to whom the employee is directly responsible.
3. "Grievance" shall mean a claimed violation, misinterpretation, or inequitable application of this Agreement or a claim of violation of a term and condition of employment or work practice.
4. "Aggrieved Party" shall mean a person or persons in the bargaining unit filing a grievance.
5. "Days" shall mean consecutive calendar days, excluding Holidays, Saturdays, Sundays and scheduled recess periods during the School Year.

402. DEFINITION AND PURPOSE

1. Should any difference arise between the Board of Education and the Council as to the meaning and application of the provisions of this Agreement or because of an event or condition which affects the conditions or circumstances under which an Administrator works, caused by misinterpretation or inequitable application of established policy or the terms of this Agreement, differences, in accordance with the provisions of the law, but an earnest effort shall be made to settle them promptly and in accordance with the provisions of the Agreement in the manner hereinafter set forth. The parties at any stage shall have the full authority to resolve the grievance.
2. If the decision of the Superintendent and/or the Board of Education in any level of the grievance procedure shall not be appealed to the next level of the grievance procedure within the specified time for such appeal, such grievance shall be considered settled on the basis of the decision made by the Superintendent and/or the Board of Education and the Administrator or Administrators covered by such grievance shall not have any further right or remedy with respect to any claim or matter covered by such grievance, except as otherwise provided herein in this Agreement, the specified time may be extended to any level by written mutual agreement between the parties.
3. If a grievance is filed and cannot be processed before the end of the school year, a meeting between the Board of Education or its Representative and the Council shall be held within seven (7) days prior to the state of New York State Regents examinations for the purpose of establishing a time schedule in an attempt to resolve the issue contained under such grievance.

403. LEVEL #1

If an aggrieved Administrator believes that he or she has a justifiable request or complaint, he or she may discuss such request or complaint with his/her immediate Principal/Supervisor with or without a Council representative being present, as he or she may elect, in an attempt to settle the matter on an oral basis. In the event the matter shall not become the subject of a written grievance, it shall not be used to constitute a precedent in the settlement of grievances in other situations in this area.

If a complaint or request has not been satisfactorily resolved within three (3) working days it can be presented in writing within five (5) working days and processed if the Council representative determines that it constitutes a meritorious grievance and nothing herein contained shall prevent any Administrator from filing and having an individual grievance processed throughout all levels of the Procedure without the aid of the Council, provided, however, that the Council is to be notified by the grievant whenever such situation occurs in order to render assistance toward a mutually satisfactory settlement of the issue.

In any event, except as otherwise expressly provided in this Agreement, a grievance to be considered must be filed in writing with a Principal/Supervisor on a mutually agreed upon form, within fifteen (15) working days after the date on which the facts or event upon which such alleged grievance is based, shall have existed or "reasonably should have become known" to the Administrator or Administrators affected thereby. The grievance shall be dated and signed by the Council representative and Administrators or Administrators affected and should include such information and facts as may be of aid to the Board of Education and the Council in arriving at a fair, prompt and informed decision.

404. LEVEL #2

If such grievance shall be appealed in writing, it shall be discussed within ten (10) working days in effort to settle it between the Council representative and the Superintendent or a designated representative from his/her office. The discussion shall be held and the Superintendent or his/her designated representative shall dispose of such grievance within not more than seven (7) working days after the date on which such grievance shall have been discussed between the parties.

If the Superintendent shall fail to provide an opportunity for discussion or fail to dispose of such grievance within seven (7) working days, such grievance may be appealed to Level #3 by the Council or Administrator.

405. LEVEL #3

A grievance which shall not be settled heretofore in the foregoing outlined procedure may be discussed within ten (10) working days at a mutually satisfactory time between the Board or its designated representative and the Council.

Unless an extension is agreed to, the grievance must be discussed at a Level #3 meeting which shall be held not later than fifteen (15) working days after such grievance is presented to the Board or its designated representative.

406. LEVEL #4

If the Board shall fail to provide an opportunity for discussion of such grievance or the response does not settle the grievance, the grievance may be appealed to Arbitration by the Council, in accordance with the rules of the New York State Public Employment Relations Board. Unless an extension of time shall have been mutually agreed upon by the parties, the appeal must be taken within twenty (20) days after the date of such answer is provided by the Board of Education. The selection of the arbitrator shall be

completed by the parties removing a name from the panel of arbitrators until one arbitrator's name remains on the list. Either party may amend its position with respect to the issue when presented before the Arbitrator but this is not to be construed to mean that the issue can be extended to include other Agreement violations beyond that which were previously discussed in the Grievance Procedure.

The decision of the Arbitrator will be restricted to whether the violation of the Agreement alleged in the grievance exists and, if a violation is found, he/she shall have the authority to interpret and apply the provisions of the Agreement, but he/she shall not have the authority to alter, in any way, any of the provisions therein, in such Agreement.

The appointment of such Arbitrator as herein before provided and his/her decision on any matter which shall have properly been referred to him/her shall be final and binding to both parties and the individual Administrator.

ARTICLE V: COMPLAINTS AGAINST PERSONNEL

501. PERSONNEL FILE

No complaint letter or report directed against an Administrator shall be placed in the Administrator's personnel file without his/her knowledge of involvement.

502. WITHHOLD A COMPLAINT

The Administrators acknowledge the authority of the Superintendent to withhold a complaint, if such complaint does not serve the best interests of the Administrator or the School District's educational program.

503. FORMAL COMPLAINTS

Formal complaints from Building Staff, by parents of students or by community organizations, which are directed toward an Administrator, shall be called to the Administrator's attention as soon as possible and the Administrator shall be afforded the opportunity to reply to same.

ARTICLE VI: SICK LEAVE ALLOWANCE

601. PAID SICK LEAVE ALLOWANCE

Each Administrator covered by the Agreement will be credited with an annual paid sick leave allowance on September 1 each School Year for Ten (10) Month Employees.

602. ALLOWANCE CREDIT

Otherwise, the annual allowance will be credited to the Administrator on the first day worked each year.

603. SICK LEAVE ALLOWANCE CALCULATION *15 days*

The amount of the annual sick leave allowance will be calculated at the rate of thirteen (13) days for ten (10) months and fifteen (15) days for twelve (12) months. Administrators hired after the beginning of the School Year will be credited with the number of full months remaining that School Year.

604. UNUSED SICK LEAVE *260*

In addition to his/her annual sick leave allowance, at the beginning of each School Year, each Administrator will be credited with his/her unused accumulated sick leave.

Sick leave shall accumulate up to a maximum of two hundred and sixty (260) days. Accumulated sick leave shall not be considered as terminal pay at the time of retirement or resignation. Annually, on or before the first pay in October each Bargaining Unit Administrator shall receive a written summary of his accumulated leave benefits.

605. EVIDENCE OF ILLNESS

The Superintendent, at his discretion, may require a Doctor's Certificate as evidence of the illness in any case.

606. DEDUCTIONS

No deductions from the employee's salary or accumulated sick leave will be made for days of absence when school is not officially in session or days when the Administrator is not required to report to duty.

607. NOTIFICATION *1/2 days allowed*

Sick leave may be taken in half (1/2) day increments by the Administrator with notification to the Superintendent of Schools.

ARTICLE VII: LEAVES OF ABSENCE

701. ABSENCES

Annually, an absence due to the following causes shall be provided to regular full-time Administrators which shall not be deductible from any accumulated leaves.

702. DEATH IN FAMILY *5, 3, 2*

A maximum of five (5) consecutive days at regular pay for death in the immediate family. Three (3) consecutive days for brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law. Two (2) days will be granted for attendance at a funeral of a grandparent, grandchild or relative living in the same household. One (1) day will be granted for attendance at a funeral of an aunt or uncle. The funeral must be attended in order to receive such time off and the funeral leave shall terminate the date of the funeral except for death in the immediate family.

703. FAMILY ILLNESS 5

A total of five (5) days in any one school year will be granted an Administrator when his/her personal attention is required for the care of a sick member of the family.

"Immediate family" for this purpose shall mean one closely related and usually residing in the household, such as a spouse, children and parents. These days shall be deducted from accumulated sick leave days.

704. PERSONAL OBLIGATIONS 4

1. Up to four (4) days will be granted for the transaction of business that cannot be done except during school hours, or personal obligations, with the approval of the Superintendent of Schools.
2. These days may not be used immediately preceding or following School Holidays or Vacation except with the approval of the Superintendent of Schools.

The application will be submitted by the Administrator to his immediate Supervisor at least two (2) School Days prior to the desired day of absence when possible.

3. The Superintendent reserves the right to set reasonable limitations upon the number of Administrators who may use personal obligation leave on any one day.
4. All personal leave days not used will be added to the Administrator's accumulated sick leave days.
5. Personal leave days may be taken in half (1/2) day increments with the approval of the Superintendent of Schools.

705. JURY AND WITNESS SERVICE

An Administrator who is summoned for and serves as a juror or is subpoenaed for and serves as a witness in a court action in which the Administrator is not a party, will be granted a paid leave of absence for said purposes.

706. POLITICAL LEAVE

Upon request, an Administrator shall be granted a political leave.

1. The Board shall extend to the Administrator who is elected a leave of absence without pay.
2. At the conclusion of the political leave of absence, the Administrator shall be returned to the same or comparable position only, at the start of the Semester on September 1st or February 1st. The Administrator shall have his/her full benefits restored upon returning to duty including seniority and longevity benefits.

707. FAMILY AND MEDICAL LEAVE ACT

It is agreed that nothing in this Agreement shall, in any way or to any extent, interfere with or prevent the Employer fully complying with all of the provisions of the Family and Medical Leave Act of 1993, as may be amended from time to time ("Family and Medical Leave Act"). For purposes of computing the twelve-month period during which an eligible employee may take leave under the Family and Medical Leave Act, a "rolling" twelve-month period will be used, which means the twelve months immediately preceding any date when the employee wishes to take Family and Medical Leave Act leave. Notwithstanding anything in this Agreement to the contrary, to the extent that any of the terms and conditions of this Agreement are inconsistent in any situation with the rights of any employee under the Family and Medical Leave Act or the obligations or rights of the Employer under the Family and Medical Leave Act, such terms and conditions of this Agreement shall be deemed modified in that particular situation to permit full compliance with and the full exercise of the employee's and the Employer's rights under the Family and Medical Leave Act. The time period of any leave of absence, paid or unpaid, granted or otherwise called for by this Agreement, which is of a compatible nature with leaves called for by the Family and Medical Leave Act, shall be considered included within (run concurrent with) the time periods for any leave required by the Family and Medical Leave Act. The Family and Medical Leave Act shall be considered part of this Agreement, as if fully set forth in this Agreement, and shall be interpreted in any arbitration under this Agreement in a manner consistent with the decisions of the courts interpreting the Family and Medical Leave Act.

ARTICLE VIII: SABBATICAL LEAVE

801. COVERAGE

Administrators covered by this Agreement may apply for sabbatical leave based on certain conditions of eligibility and purpose.

802. ELIGIBILITY

The applicant must be a permanently certified person with at least seven (7) years of continuous service in an administrative-supervisory position in the Lackawanna School System. Consideration will be given for the purpose of professional self-improvement which will benefit the School District.

803. CONDITIONS

1. Consideration of not more than one (1) person per year.
2. Sabbatical leave may be granted for one (1) or two (2) school semesters. The two (2) semester leave (ten (10) school months) shall be one hundred percent (100%) of the applicant's salary for that period. The one (1) semester leave (five (5) school months) shall be at fifty percent (50%) of the applicant's annual salary.
3. While on leave, the individual will enjoy all the advantages of employment in the Lackawanna School System, including payment of group insurance premiums,

Administrators

accumulated sick leave benefits, retirement credit and accumulated benefits, retirement credit, increment credit and accumulated seniority rights. No annual sick leave allowance shall be credited to or accumulated by an Administrator while on sabbatical leave.

- 4. The leave is granted at the discretion of the Superintendent and the Board of Education. Therefore, the individual is expected to return to his/her regular position in this system for a period of at least two (2) years. If the individual chooses to leave before the completion of the two (2) years of service, he/she agrees to repay the pro rata amount due at the rate of twenty-five percent (25%) per semester for the next four (4) school semesters.

804. APPLICATIONS

Written application must be made to the Superintendent, stating complete information regarding the purpose of the leave, implementation and practical application to the District. After approval, if approved by the Superintendent, it will be submitted to the Board of Education or before April 1 for intended leave beginning July 1 of that year.

ARTICLE IX

901. GROUP HEALTH INSURANCE

Dep't 10070
employee
10070 - \$150 - 300 + \$17500/yr

- 1. The District will pay the premium, less an annual payment of \$150 Single - \$300 Family of the Erie I BOCES Health Benefits Plan Trust Health Insurance with dependent student rider 19/25 and the \$0.00, \$15.00, \$30.00 co-pay prescription rider or most equivalent co-pay prescription plan that is available to the District. For each school year retroactive to July 1, 2005, any administrator not covered by the aforementioned insurance plan will be reimbursed \$1,750.
- 2. The individual plan or the family plan will be available to all Administrators as of the appointment date of the full employment.
- 3. The School District, under no circumstances, shall be required to provide health insurance coverage on any employee who is covered elsewhere by another health insurance plan (no double coverage shall be allowed) if such coverage is equal to or better than that provided by the School District.
- 4. The District shall provide the Vision Optical Plan, individual or family coverage, at no cost to the Administrator, with the First Rehabilitation Insurance Company of America or equivalent.
- 5. The District shall provide the Dental Plan, individual or family coverage, at no cost to the Administrator with the GE Group Life Assurance Company or equivalent.
- 6. Retirement Incentive
 - A. The District will pay an amount equal to the cost of the single premium for

health insurance of Independent Health Gold with the \$7.00 co-pay generic prescription plan or most equivalent co-pay prescription plan that is available to the District for LAC members who retire over the life of the contract until they attain the age of 65, provided that:

- a) The member must have a minimum of 15 years of service in the District and
 - b) The member has accumulated a minimum of 120 sick days at the time of retirement.
- B. The member may enroll in any health insurance plan offered by the District, but any additional costs from the plan described above will be borne by the member.

902. LIFE INSURANCE

50,000 - 100% 1,000 opt out

- 1. All Administrators shall be covered by a whole life insurance policy in the total amount of \$50,000.00.
- 2. Administrators who choose not to be covered by Life Insurance will be entitled to fifty percent (50%) of the last paid annual premium up to a maximum of one thousand dollars (\$1,000.00) which will be added to Administrator's current annual contract salary, during the duration of this contract.

ARTICLE X

1001. FINAL YEAR OF SERVICE

An Administrator in the final year of service in the Lackawanna City School District and who meets the criteria or requirements of Step 15 shall be placed on Step 15 for the final year of service as outlined in the Administrator's health insurance either, wholly, until exhausted, or on a 50/50 Co-Pay basis until exhausted. Administrators may elect to use Step 15 as noted above or elect to use 25% of the accumulated sick days towards their health insurance premiums after retirement.

ARTICLE XI

1101. PERSONNEL FILE

Upon request, arrangements will be made by the Superintendent or Assistant Superintendent so that an Administrator may review the contents of his/her own personnel file located at the District Central Office. All pre-employment data and personal references will not be available for inspection. The Superintendent or his/her administrative delegate may be present at the review of the file.

ARTICLE XII

1201. VACANCIES

Whenever the District contemplates filling a vacancy by hiring a new Bargaining Unit Administrator, it will first post the vacancy. Posting will be placed in the District Office and in all school buildings. During the summer, each member covered by this Agreement will be notified by mail of the vacancy at the time of the posting.

ARTICLE XIII

1301. WORK DAY

Members of the Bargaining Unit agree that responsibilities to Students, their position and profession, require the expenditure of time beyond the normal school day, but a schedule should be established representing the normal minimum time an Administrator or Supervisor is expected to be on duty. It should be as follows:

1. Building Administrator: as a minimum, report to school 30 minutes before Teachers and remain a minimum of 30 minutes after the Teachers depart. Central Administrators: 8:30 A.M. – 4:00 P.M.
2. These above requirements shall not relieve Administrators of duties and responsibilities which fall outside of office hours.
3. The annual work schedule for ten (10) month Administrators will be September 1 to June 30.
4. Twelve (12) Month Administrators will be eligible for fully paid, duty free period of twenty-five (25) work days taken between July 1 – August 15 in any given year.

1302. DUTY FREE RECESS

All Administrators shall be considered as being duty free during winter and spring recess unless required to work by the Superintendent of Schools, to maintain the functioning of the District.

A stipend of \$75.00 per day will be provided to an Administrator who is called in during a duty free holiday period.

Central Office Administrators will be the first called, followed by the High School Principal, other Principals and, lastly, Assistant Principals.

ARTICLE XIV

1401. STARTING SALARY FOR ADMINISTRATORS HIRED BEFORE JULY 1, 2002

TITLE	CURRENT CONTRACT 04/05	2005/2006 2%	2006/2007 2%	2007/2008 3%	2008/2009 3%	2009/2010 3%	2010/2011 3.25%	2011/2012 3.5%
Principal, Purchasing & Transportation	\$98,630	\$100,603	\$102,615	\$105,693	\$108,864	\$112,130	\$115,774	\$119,826
Principal, Special Education	\$98,630	\$100,603	\$102,615	\$105,693	\$108,864	\$112,130	\$115,774	\$119,826
Middle School Building Principal	\$97,013	\$98,953	\$100,932	\$103,960	\$107,079	\$110,291	\$113,875	\$117,861

1402. STARTING SALARY FOR ADMINISTRATORS HIRED AFTER JULY 1, 2002

TITLE	CURRENT CONTRACT 04/05	2005/2006 2%	2006/2007 2%	2007/2008 3%	2008/2009 3%	2009/2010 3%	2010/2011 3.25%	2011/2012 3.5%
Principal of Elementary Schools (Truman, Martin Road) <i>Teranadey/AA</i>	\$82,688	\$84,342	\$86,029	\$88,610	\$91,268	\$94,006	\$97,061	\$100,458
Middle School Building Principal <i>Jakubowski replacement</i>	\$88,200	\$89,964	\$91,763	\$94,516	\$97,351	\$100,272	\$103,531	\$107,155
High School Building Principal	\$91,100	\$92,922	\$94,780	\$97,623	\$100,552	\$103,569	\$106,935	\$110,678
Assistant Principal, Middle School	\$74,419	\$75,907	\$77,425	\$79,748	\$82,140	\$84,604	\$87,354	\$90,411
Assistant Principal, High School <i>Axelson</i>	\$74,419	\$75,907	\$77,425	\$79,748	\$82,140	\$84,604	\$87,354	\$90,411
Assistant Principal, 21 Century <i>McCaffrey</i>	\$74,419	\$75,907	\$77,425	\$79,748	\$82,140	\$84,604	\$87,354	\$90,411
Assistant Principal, Special Education	\$74,419	\$75,907	\$77,425	\$79,748	\$82,140	\$84,604	\$87,354	\$90,411
Principal, Federal Programs & Technology <i>Hoffman</i>	\$91,100	\$92,922	\$94,780	\$97,623	\$100,552	\$103,569	\$106,935	\$110,678
Principal, Special Education <i>Sauer</i>	\$91,100	\$92,922	\$94,780	\$97,623	\$100,552	\$103,569	\$106,935	\$110,678
Principal, Purchasing & Transportation <i>Koruk</i>	\$91,100	\$92,922	\$94,780	\$97,623	\$100,552	\$103,569	\$106,935	\$110,678
Director, Curriculum & Staff Development	\$91,100	\$92,922	\$94,780	\$97,623	\$100,552	\$103,569	\$106,935	\$110,678

1403. RESPONSIBILITIES OF SUPERVISORS AND ADMINISTRATORS

1. Each Member covered by this Agreement shall perform the duties outlined for his/her position in the job descriptions which are attached hereto and made a part hereof.
2. No change shall be made in any job descriptions without prior consultation, negotiation, and written Agreement of the Lackawanna Administrative Council.

1404. CREATION OF NEW POSITIONS

1. If, during the Term of this Agreement, the Board creates a new Administrative or Supervisor position, the terms and conditions of employment, including salary, of a person to fill such a position shall be governed subject to negotiations between the Board and the Council.
2. The compensation for a new position shall be negotiated between the Superintendent, Board and Lackawanna Administrative Council if such salary cannot be determined by existing provisions of this Agreement.

1405. TERMINATION OF TENURED EMPLOYMENT

No Administrator will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.

1406. SALARY DIFFERENTIAL

1. Administrators holding a Doctorate will receive \$1,000.00 in addition to his/her contract salary as listed on the salary schedules.
2. Central Office Administrators shall receive a \$1,000.00 annual stipend retroactive to July 1, 2005.

1407. TRANSFERS

1. Effective July 1, 2000, an Administrator may be transferred to another bargaining unit position upon receipt of thirty (30) calendar days notice prior to the effective date of transfer, upon approval of the Superintendent.
2. An Administrator who transfers from a higher administrative salary position to a lower administrative position will suffer no loss in his/her salary. However, an Administrator transferred from a lower paying administrative salary position to a higher administrative salary position will receive the higher salary of the transferred-into administrative position.

1408. TRAVEL REIMBURSEMENT

Association Members who are classified as Directors or Coordinators will receive a stipend of \$0.22 per mile for approved mileage expenses within the District.

1409. LONGEVITY

Each Administrator will receive Longevity, effective July 1st of each year for years of service as follows:

beginning the 6 th year of service:	\$2,000	<i>2,500 4,500 5,000</i>
beginning the 11 th year of service	\$1,500	
beginning the 15 th year of service	\$1,000	
beginning the 20 th year of service	\$1,000	

Longevity payments would be retroactive and cumulative.

ARTICLE XV

1501. SAVINGS CLAUSE

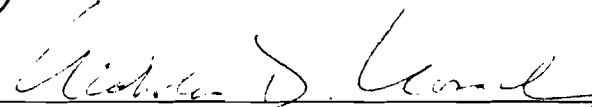
If any provision of this Agreement or any application thereof shall be finally determined by any court to be contrary to Law, then such provision or application shall not be deemed valid and subsist except to the extent permitted by the Law, but all other provisions or applications will continue in full force and effect.

ARTICLE XVI

1601. DURATION OF CONTRACT

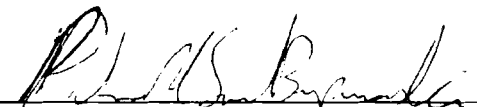
The provisions of this Agreement shall be effective for the year beginning July 1, 2005 through June 30, 2012. Either party may submit a request for negotiations on or before February 1, 2012 and the parties shall meet no later than February 15, 2012 to commence a negotiation agenda.

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals this 18 day of June, 2009.



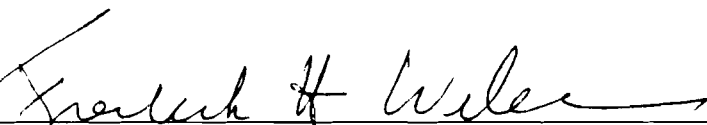
Lackawanna Administrative Council; President

06/17/09
Dated



Lackawanna Board of Education; President

6-17-09
Dated



Lackawanna City School District; Superintendent

6/18/09
Dated