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Contract Database Metadata Elements

Title: **Johnstown City School District and Johnstown Administrators Association (1998) (MOA)**

Employer Name: **Johnstown City School District**

Union: **Johnstown Administrators Association**

Local:

Effective Date: **07/01/98**

Expiration Date: **06/30/04**

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*Contract Chgd.
Use this one*

5384_06302004

June __, 2000

MEMORANDUM OF AGREEMENT

Johnstown City School District And
Johnstown Administrators Assn

BY AND BETWEEN THE
ATER JOHNSTOWN SCHOOL DISTRICT
AND THE

*308 50
9600 ADI*

JOHNSTOWN ADMINISTRATORS (PRINCIPALS) ASSOCIATION

This Memorandum of Agreement shall set forth the agreement between the parties relating to their successor agreement pertaining to the July 1, 1994 through June 30, 1998 collective bargaining agreement. The terms of the July 1, 1994 through June 30, 1998 collective bargaining agreement shall remain in full force and effect unless otherwise specifically amended, modified or changed by this agreement.

This Memorandum of Agreement shall be subject to ratification by the members of the Association and approval by the Board of Education of the District.

1. The new agreement shall cover the period July 1, 1998 through June 30, 2004.
2. Article VII, Section "1" shall be amended to provide: The compensation rates for each member of the Association shall be set forth in Appendix "A" of this agreement.
3. Article VII, Section "2" shall be amended to provide: The High School Principal shall be employed for twelve (12) months each school year. The High School Principal shall be provided twenty (20) days paid vacation leave each year. Moreover, the twelve (12) month High School Principal shall be entitled to fifteen (15) paid holidays each year as designated in the school calendar or otherwise designated by the Superintendent and/or his/her designee.

Following the termination of employment of the current principal of the Knox Middle School, by either retirement, resignation, transfer or otherwise, the building principal position in the Knox Middle School will become a twelve (12) month position. Upon the conversion of the Knox Middle School Principal position to a twelve (12) month position, the individual employed in such

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

position will be entitled to twenty (20) days of paid vacation leave each year. Moreover, the twelve (12) month Middle School Principal shall be entitled to fifteen (15) paid holidays each year as designated in the school calendar or otherwise designated by the Superintendent and/or his/her designee.

All other administrators shall remain as ten (10) month employees who will be employed from September 1 to June 30, with an additional twenty (20) days of work in July and/or August with the exact dates to be established by mutual agreement between the administrator and the Superintendent. For such other employees, the current practice regarding vacations and holidays during the school year September 1 through June 30 shall remain the same.

4. Article VII, Section "3" pertaining to the retirement incentive shall be deleted in its entirety.

5. Article VII, Section "4" relating to the longevity payments shall be deleted in its entirety.

6. Article VIII, shall be amended by changing the last sentence to read: The School District shall pay all reasonable and appropriate cost of attendance at conferences.

7. Article IX, Section "A(1)(a)(1)" shall be amended to provide: Eleven month principals shall be entitled to sixteen (16) days paid sick leave each school year. Twelve (12) month principals shall be entitled to 17.5 days paid sick leave each school year. Up to five (5) days of this leave may be used by the principal for serious illness in the immediate family as defined in Section A(4) hereof. However, for principals employed by the District prior to September 1, 2000, the family illness leave (non-cumulative) of Section A(4) shall be separate and apart from the leave of this paragraph.

8. Article IX, Section "A(1)(a)(3)" relating to absences for illness purposes when school is not in session shall be deleted in its entirety.

9. Article IX, Section "A(1)(c)" shall be amended to provide: Up to two (2) days of leave per year may be taken without loss of pay for religious holidays if the religion requires that the holiday be observed and prohibits working on such days.

10. Article IX, Section "C" relating to tax sheltered annuities shall be amended to provide: The Board will deduct such monies as authorized for those people who wish to enroll in a tax sheltered annuity program. Arrangements will be made in accordance with applicable laws and District procedures regarding how administrators should apply for such deductions.

11. Article IX, Section "D" shall be amended to provide as follows:

1. There shall be no diminution of existing health insurance benefit level(s) during the term of this agreement. The District shall determine the carrier(s) underwriting such coverage and shall contribute eighty-five percent (85%) of the individual, two-person or dependent health insurance premiums. The difference of 15% shall be paid by the Administrator. Any change in health insurance plans made over the life of the agreement by the District shall be applicable to the members and retired members of the unit.

2. Each participating administrator and post retiree will stipulate that he/she will not carry a double health plan if the husband or wife works elsewhere where such plan is in force.

3. The District agrees to hold harmless any and all members of the unit from any loss of specific benefits (except the addition of a no fault rider) and/or specific

benefit levels from the Fulton Montgomery Schools Improved Plan C Health Insurance Program.

4. Employees hired on or before July 1, 1996 will maintain the existing lifetime cap of \$2,000 per covered individual as per page 35, Section 11(3)(B) of the 1995-96 Fulmont Health Trust Benefits Book. Employees hired after February 1, 1996 will have an annual cap of \$2,000 per covered individual.

5. The District shall provide dental insurance identified in Attachment "B".

6. Deductibles

a. An annual in- and out-patient hospital deductible of \$240 per individual/\$720 per family will be part of the Health Insurance Plan provided to administrators. During the 1998-99 and 1999-2000 school years, the District will reimburse administrators for fifty (50%) of these deductibles upon receipt of proof of payment by administrators for the \$240 per individual or \$720 per family. Commencing with the 2000-2001 school year, the District will reimburse the administrator for the entire \$240 or \$720 individual/family deductibles upon receipt of proof of payment by the administrator of such deductibles.

b. Effective February 1, 1996 the major medical deductible will increase to \$100 per individual/\$300 per family.

7. The District and the Association shall explore the possibility of changing to a different vision, hearing, and prescription

provider(s) relating to health insurance. The purpose of any such change will be to continue benefits to administrators while at the same time reducing premium costs to the District and the administrators. The parties recognize that, if the Fulmont Trust or the District's health insurer prohibits such change in vision, hearing or prescription coverage, the parties will not be able to make such change.

12. A new article shall be incorporated into the agreement which shall provide: Probationary administrators shall receive at least two (2) evaluations during each school year of their probationary services. Tenured administrators shall be evaluated at least one (1) time per school year. The evaluations are to be completed by either the Superintendent or his/her designee.

13. The compensation chart attached will reflect the following:

- (1) for bargaining unit members employed during the 1998-1999 school year, they shall receive a one time, off base payment of \$500.00;
- (2) the minimum starting salaries for administrators in the District shall be as follows: the High School Principal - \$60,000 (12 month position); the High School Assistant Principal - \$55,000; the Middle School Principal - \$59,000 (12 month position); Elementary Principal \$56,000. These minimum wage will increase by \$1,000 for each position commencing in the 2001-2002 school year.
- (3) Don Nickson will provide the District with an irrevocable letter of resignation for retirement purposes effective at the end of the 2000-2001 school year. In

return, Don Nickson shall be provided the \$1,000 longevity payment which will be added to his 1999-2000 base salary;

- (4) administrators' salaries shall increase by three (3%) percent each year beginning in the 1999-2000 school year through the 2003-2004 school year;
- (5) provided the administrators submit their irrevocable letters of resignation for retirement purposes on a timely basis (either three or four years prior to the effective date of their retirement in the first year eligible without penalty), they shall be provided an extended service salary adjustment during the last three or four years of their service in the District (the distribution of the extended service salary adjustment over the three or four years of the individual's last years of service to the District will be at the option of the administrator). The amount of the extended service salary adjustment will be \$18,000 for an administrator who has served at least five or more years in the District; \$19,500 for an administrator who has served at least ten or more years in the District; and \$21,000 for an administrator who has served fifteen or more years in the District at the time of his/her resignation for retirement purposes.

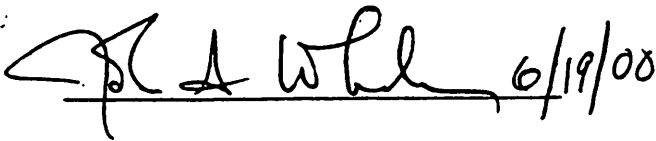
The extended service salary adjustment will be a benefit provided to any administrator who could give proper and timely notice to the District of his or her intention to resign for retirement purposes during the life this agreement. More specifically, Rich Tucci will be afforded the benefit of the extended service salary adjustment at the completion of the 2004-2005 school year even though this agreement shall expire on June 30, 2004. However, for

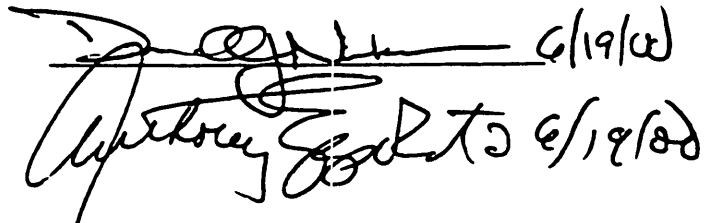
any other administrators who are not eligible for or who do not retire during the life of this agreement, the extended service salary adjustment will sunset on June 30, 2004, so that the parties recognize that it will not be subject to the Triborough Amendment or Civil Service Law § 209-a(1)(e).

- (6) assuming the entitled administrator provides the District with their irrevocable letters of resignation for retirement purposes on a timely basis, they will be entitled to the complete salary found on Attachment A. If, however, the administrators do not submit their letters of resignation for retirement purposes, then their salaries will be readjusted so that their total compensation will not reflect any payment for the extended service salary adjustment. (See, side letter agreement).

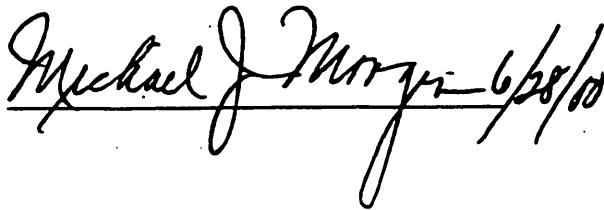
SUPERINTENDENT OF SCHOOLS

JOHNSTOWN ADMINISTRATORS
ASSOCIATION

 6/19/08

 6/19/08

BOARD PRESIDENT:

 6/28/08

F:\RGF\ATTORNEY\UEG\MAjohns+princ2jsgsjc.wpd

APPENDIX A: SALARIES

ADMINISTRATOR	98-99	99-00	00-01	01-02	02-03	03-04
NICKSON	72,042	77,583	81,318 ✓ 83,216 gw ✓ 91,070	XXXXX	XXXX	XXXX
EPPOLITO	71,519	74,165	75,875 ✓ ✓	85,151	87,496	89,911
TUCCI	64,421	66,854	68,344 ✓ ✓	70,395	79,507	81,682
SCHULTZ	52,265	62,180	62,910 ✓ ✓	66,693	71,028	XXXX gw ✓ 91,070
SANTELLI	XXXX	78,000	80,340 ✓ ✓	88,750	91,233	93,789
BEATTY	50,178	57,150	58,350 ✓ ✓	60,100	61,903	63,760
NEW ELEM PRINC	XXXX	XXXX	56,000 ✓ ✓	57,680	59,410	61,193

**ATTACHMENT B
DENTAL PLAN**

PREVENTIVE SERVICES	GENERAL SERVICES	MAJOR SERVICES
<ul style="list-style-type: none"> • oral examinations • x-rays • cleaning of teeth • fluoride applications (for children) • space maintainers • emergency office visits <p align="center">PLAN PAYS 100%</p>	<ul style="list-style-type: none"> • fillings • general anesthetics • injectable antibiotics • extractions • oral surgery • endodontics • periodontics • repair of prosthetic appliances <p align="center">PLAN PAYS 85%</p>	<p>Employee pays \$ <u>50</u> calendar year deductible*</p> <ul style="list-style-type: none"> • bridges and dentures • crowns and gold restorations • replacement of damaged appliances <p align="center">PLAN PAYS 50%</p>
		<p align="center">EMPLOYEE PAYS THE BALANCE</p>

The plan covers charges up to those made by most dentists to individuals in the area for covered services and supplies.

MAXIMUM BENEFIT \$ 1,000 for each insured family member, each calendar year

*Family Deductible: \$ 150 each calendar year
 Does not apply

ORTHODONTIC BENEFITS

BENEFIT

After a deductible, if any, the plan pays 50% of covered orthodontic charges, up to the maximum shown below.

The plan covers orthodontic treatment required to correct malposed teeth, under any of the following diagnoses:

- extreme bucco-lingual version of teeth (unilateral or bilateral)
- protrusion of maxillary teeth of more than 4mm
- protrusive or retrusive relation of maxillary or mandibular arch of at least one cusp
- an arch length discrepancy of 4 or more mm

The initial appliance for active treatment must be installed while the patient is insured.

PAYMENT SEQUENCE

If treatment is expected to continue for two or more years, the benefit will be paid in eight equal installments, at 90 day intervals, beginning when the appliance is installed.

If treatment is expected to last less than two years, the benefit is divided into equal installments, at 90 day intervals, over the estimated course of treatment, beginning when the appliance is installed.

Benefits will be paid until the maximum is reached or insurance terminates, if sooner. The benefit for a 90 day interval is payable if the patient is insured at the beginning of the interval.

MAXIMUM LIFETIME BENEFIT . . . \$1,000 _____ per person

LIFETIME DEDUCTIBLE \$ 50 _____ per person

orthodontic benefits cover only dependent children

DENTAL BENEFITS

BENEFIT

The plan covers the following charges for necessary care and treatment, up to those made by most dentists in the area for similar services.

COVERED CHARGES:

- Oral Examinations —Every six months
- Cleaning of Teeth —Every six months
- Fluoride Applications for Children —Once each calendar year
- Space Maintainers
- Emergency Visits —Emergency care to relieve pain, when no other dental treatment is given. If other treatment, except x-rays, is given, the benefit is based on that treatment.
- X-Rays —X-Rays and laboratory tests are covered when required to diagnose a condition or examine the progress of a specific treatment.
Full mouth x-rays, as part of a general examination, are covered once every three years.
Bitewing, and other x-rays taken as part of a general examination, are covered once every six months.
- Fillings —Silver (amalgam), porcelain and plastic fillings to restore the structure of teeth that have been broken down by decay or injury.
- Oral Surgery and Extractions —All extractions and other oral surgery including treatment of fractures and dislocations. Allowances include post-operative care.
- General Anesthetics —Separate charges for general anesthetics with oral surgery, periodontics, and treatment of fractures or dislocations.
Charges for local anesthetics are included in the allowances for treatments requiring local anesthesia. Separate charges for local anesthetics are not covered.
- Drugs —Injectable antibiotics administered by a dentist or physician.
- Periodontics —Treatment of the gums and supporting structure of the teeth.
- Endodontics —Root canal therapy and other endodontic treatment.
- Crowns and Gold Restorations —Crowns and gold fillings are covered if a tooth cannot be reconstructed by any other filling material. If the tooth can be restored with less expensive materials, the benefit will be based on those materials.
Replacement crowns and gold fillings are covered if the original is over 5 years old.
- Prosthodontics —Full or partial dentures and fixed or partial removable bridgework to replace missing natural teeth, extracted:
 - after insurance coverage began
 - before or after insurance coverage began
 —Rebasing or repairing damaged dentures and adding teeth to existing dentures
 —Dentures or bridges to replace existing appliances are covered, even if the teeth were extracted before coverage began, if the appliance is more than 5 years old and cannot be made serviceable.
 Charges for specialized techniques, precision attachments, personalization or characterization of dentures, and additional adjustments within six months of installation are not covered. When a permanent denture replaces a temporary one, charges for both are limited to the charge for the permanent one.

June __, 2000

SIDE LETTER AGREEMENT

BY AND BETWEEN THE
GREATER JOHNSTOWN SCHOOL DISTRICT
AND THE
JOHNSTOWN ADMINISTRATORS (PRINCIPALS) ASSOCIATION

WHEREAS, the Greater Johnstown School District ("District") and the Johnstown Administrators (Principals) Association ("Association") have entered into a successor collective bargaining agreement for the period commencing July 1, 1998 through June 30, 2003, and

WHEREAS, during negotiations the parties agreed to an extended service salary adjustment for long-term bargaining unit members who give proper and timely notice to the District of his/her intent to resign for retirement purposes during the life of the 1998-2003 collective bargaining agreement;

WHEREAS, the schedule for the extended service salary adjustment is attached to the 1998-2003 collective bargaining agreement; and

WHEREAS, there is no separate salary schedule for those administrators who fail to provide the District with proper and timely notice of his/her intent to resign for retirement purposes during the life of the 1998-2003 collective bargaining agreement;

NOW THEREFORE THE PARTIES AGREE THAT:

1. The salary to be paid to those administrators who fail to provide the District with proper and timely notice of his/her intent to resign for retirement purposes during the life of the 1998-2003 collective bargaining agreement is attached hereto as Appendix "A".

2. It is understood that if an administrator fails to provide the District with proper and timely notice of his/her intent to retire, his/her compensation will be readjusted so that his/her total compensation will not reflect any payment for the extended service salary adjustment. Terms of any required repayment, if any, will be determined at the time of the salary readjustment.

SUPERINTENDENT OF SCHOOLS

JOHNSTOWN ADMINISTRATORS
ASSOCIATION

P. A. White 6-19-00

[Signature] 6/19/00

BOARD PRESIDENT:

Michael J. Moray 6/28/00

[Signature] 6/19/00

NEGOTIATED SALARIES - 4/28/00

(6/19/00)

WITH EXTENDED SERVICE SALARY ADJUSTMENT (ESSA) AND ONE TIME SALARY ADJUSTMENT FOR 99-00

ADMINISTRATOR	98-99	99-00	00-01	01-02	02-03	03-04
NICKSON	68,042 +4,000 ESSA 72,042	70,083 500 Adj. +7,000 ESSA 77,583	73,216 73,318 +10,000 ESSA 83,318 83,216	XXXX	XXXX	XXXX
EPPOLITO	71,519	73,665 +500 Adj. 74,165	75,875	78,151 +7,000 ESSA 85,151	80,496 +7,000 ESSA 87,496	82,911 +7,000 ESSA 89,911
TUCCI	64,421	66,354 +500 Adj. 66,854	68,344	70,395	72,507 +7,000 79,507	74,682 +7,000 * 81,682
SCHULTZ	52,265 (min. would have been \$56,000)	57,680 500 Adj. +4,000 ESSA 62,180	59,410 +3500 ESSA 62,910	61,193 +5,500 ESSA 66,693	63,028 +8,000 ESSA 71,028	73,159** 64,919
SANTELLI	XXXX	78,000	80,340	82,750 +6,000 ESSA 88,750	85,233 +6,000 ESSA 91,233	87,789 +6,000 ESSA 93,789
BEATTY (11 mos.)	50,178 (min. would have been \$55,000)	56,650 +500 Adj. 57,150	58,350	60,100	61,903	63,760
NEW ELEM PRINC	XXXX	XXXX	56,000	57,680	59,410	61,193

* R. Tucci guaranteed completion of ESSA in 004-05

** J. Schultz will be paid prorated per diem until retirement date

GREATER JOHNSTOWN SCHOOL DISTRICT

Administration Center

2 Wright Drive - Suite 101 • Johnstown, NY 12095

Phone 518-762-4611

FAX 518-762-6379

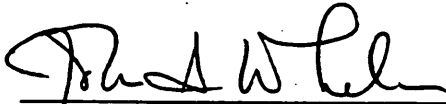
Katherine A. Sullivan
*Assistant Superintendent for
Curriculum and Instruction*

John S. Whelan
Superintendent of Schools

**SIDE LETTER AGREEMENT
BETWEEN
THE JOHNSTOWN SCHOOL DISTRICT
AND
THE JOHNSTOWN ADMINISTRATORS' ASSOCIATION**

DRAFT

This side letter agreement will confirm the agreement between The Greater Johnstown School District and the Johnstown Administrators' Association that Jean Schultz will be paid a per diem rate based on an annual salary of \$64,919 for each day she actually works between July 1, 2003 and September 3, 2003. Amount owed to be paid as a stipend for summer work.

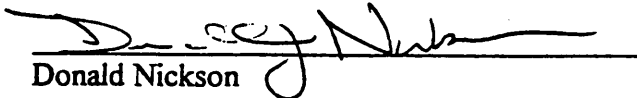


John S. Whelan
The Greater Johnstown School District



6-27-00

date



Donald Nickson
The Johnstown Administrators Association

6-27-00

date

DRAFT