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Union: **Lancaster Administrative and Supervisory Association**

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PROFESSIONAL AGREEMENT

between the

LANCASTER CENTRAL SCHOOL DISTRICT

and the

LANCASTER ADMINISTRATIVE AND SUPERVISORY ASSOCIATION

July 1, 2006 – June 30, 2010

(Successor to Agreement date 07/01/03 – 6/30/07

NOTICE:

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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

RECEIVED

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NYS PUBLIC EMPLOYMENT RELATIONS BOARD

ARTICLE I

RECOGNITION RESOLUTION

The Lancaster Board of Education, having determined that the Lancaster Administrative and Supervisory Association is supported by the majority of the administrative and supervisory staff in the unit consisting of all administrative personnel, except the Superintendent of Schools and all staff members who regularly participate in the executive sessions of the Board of Education meetings, hereby recognizes the Lancaster Administrative and Supervisory Association as the exclusive negotiating agent for the administrative and supervisory staff unit. Such recognition shall continue for the maximum period permitted by Section 208 of the New York State Civil Service Law.

By _____
President, Board of Education
Lancaster Central School District

Date 9/11/06

ARTICLE II

DEFINITION OF TERMS

A. The terms "Board of Education" or "Board" will be used to refer to the Lancaster Central School District Board of Education.

B. The term "L.A.S.A." or "Association" refers to the Lancaster Administrative and Supervisory Association.

C. "Administrators" and "supervisors" refers to all employees represented by the Association in the negotiating unit as defined in Article I.

D. The terms "Chief Executive Officer," "Chief Officer," and "Superintendent" refer to the Superintendent of Schools of the Lancaster Central School District.

ARTICLE III

NEGOTIATION PROCEDURE

Pursuant to Article 14 of the State Civil Service Law, L.A.S.A. and the Board of Education hereby adopt the following Agreement covering the methods by which negotiations shall take place.

PROCEDURES FOR CONDUCTING NEGOTIATIONS

A. NEGOTIATING TEAMS. A representative or representatives of the Board will meet with a representative or representatives designated by L.A.S.A. for the purpose of negotiation and reaching mutually satisfactory agreements. Each team reserves the right to use any resource person provided prior notice has been submitted to the other team. This person may or may not be a member of the professional staff.

B. OPENING NEGOTIATIONS. Upon a request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set not more than 15 days following such request. In any given school year, such request shall be made on or before the first regularly scheduled Board meeting in January. All items proposed for negotiation shall be submitted in writing in detail by L.A.S.A. to the Board's representatives at the first meeting. The Board also shall submit in writing in detail to L.A.S.A. representatives all additional items upon which it wishes to negotiate at the first meeting.

C. NEGOTIATION PROCEDURES. The representative(s) of the Board shall meet at such mutually agreed places and times with the representative(s) of L.A.S.A. for the purpose of effecting a free exchange of facts, opinions, proposals and counter-proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the preliminary meetings, the teams shall meet regularly during the period of negotiations. Time, place and length of meeting is to be decided by mutual consent.

D. AGENDA. It is agreed that the first item for discussion at each meeting will be the last agenda item from the previous meeting.

E. ROLE OF SUPERINTENDENT. Upon request of either team before or during negotiations, the Superintendent shall furnish each team with all available District information pertinent to the issue(s) under consideration.

F. CAUCUS PROCEDURE. The caucus procedure will be utilized by both teams. Time in caucus will be included as part of a meeting, but it is understood that the procedure will not be used as a delaying tactic.

G. NEWS RELEASE. The parties agree that, during the period of negotiations and prior to reaching an agreement to be submitted to the Board and L.A.S.A., no releases of any nature are to be given to any news media except by mutual agreement.

H. REACHING AGREEMENT. It is understood that as part of good faith bargaining each team has the full authority to enter into tentative agreements. When tentative agreement is reached covering all the areas under negotiation, the proposed agreement shall be reduced to writing as a contract (or memorandum of understanding) and submitted to L.A.S.A. and the Board for ratification.

I. USE OF PROFESSIONAL NEGOTIATOR. A person whose livelihood is derived, in whole or in part, in negotiating terms of employment may be utilized by either team in the negotiating meetings.

J. IMPLEMENTATION AND AMENDMENT.

It is understood that these ground rules apply for the term of this contract but at the request of either party they must be re-negotiated during the preliminary sessions of the school year 2009-2010. This recognition agreement shall become effective upon its approval by a majority of the L.A.S.A. members and a majority of the Board of Education members. It may be amended by mutual consent of both parties with written evidence of said consent being presented by each party to the other.

BOARD OF EDUCATION,
LANCASTER CENTRAL SCHOOL DISTRICT

By: _____

Date: 9/4/06

LANCASTER ADMINISTRATIVE AND SUPERVISORY ASSOCIATION

By: _____

Date: 9/11/06

ARTICLE IV

ADMINISTRATIVE REQUIREMENTS FOR EACH BUILDING UNIT

A. Each existing school building shall have a full time building principal appointed as Chief Administrator of the building.

B. An assistant principal will be appointed in a school enrolling more than 750 pupils. Additional administrative assistants shall be appointed as demonstrated by reason of need. Need shall be demonstrated on the basis of school size, program, age or characteristics of the student or other germane variables. Present enrollment figures at William Street School, the middle school and the high school warrant present numbers of administrative staff.

ARTICLE V

L.A.S.A. - BOARD COMMUNICATION

A. The Superintendent shall meet at least monthly at a mutually agreed upon time with representatives of L.A.S.A. The topics of discussion will reflect matters of educational policy and/or implementation of this contract.

B. The agenda will be prepared and reviewed by both Superintendent and L.A.S.A. at least two (2) days prior to such meeting.

C. The Board of Education, the Superintendent of Schools, and other staff members upon mutual agreement of both parties will meet with L.A.S.A. or its representatives at least three (3) times during the year in private informal sessions to discuss such items as: new educational programs, refinement of existing policies, building maintenance and security, transportation or other items as the Board and L.A.S.A. may wish to discuss.

ARTICLE VI

BUDGET PREPARATION

A. Prior to the initiation of budget preparation each year, the Superintendent, in conjunction with the Assistant Superintendent for Business, will meet with all members of L.A.S.A. to present an overview of budget concerns and of the prevailing economic conditions. Subsequent meetings will be held as appropriate.

B. A 45% per pupil cost shall be calculated annually based on projected enrollment. The Superintendent will recommend allocations for certain specific categories within each building/department budget. Building administrators/supervisors will be participants in budget preparation and will be provided ample opportunity for input (see E, below).

C. Prior to the establishment of a new instructional unit and/or program in any building, adequate funds shall be allocated with the approval of the Board (i.e., materials, supplies, equipment, transportation, staff).

D. A District equipment committee will be established each year to review, prioritize, and recommend new equipment purchases and replacement of existing equipment that the committee deems necessary for the continuation of the instructional program. A majority of the committee will be composed of L.A.S.A. members and will make recommendations to the Superintendent of Schools.

E. In addition to the above, each L.A.S.A. member may be assigned specific responsibilities in the budget process regarding the building/department administered and to the District as a whole.

ARTICLE VII

MAINTENANCE

A. The maintenance and plant operation will be carried out under the direct supervision of the Superintendent of Buildings and Grounds working in conjunction with the building administrators. Principals will be consulted in the employment and directly involved in the evaluation of personnel in their buildings.

B. Building maintenance priority lists for the District are to be established by building principals in cooperation with the Superintendent of Buildings and Grounds by April 1st of each year.

C. A District "building maintenance" committee will be established each year to review, prioritize, and recommend building maintenance projects that the committee deems necessary for the Lancaster Central School District to function properly and that will insure the safety and health of students and staff. A majority of the committee will be composed of L.A.S.A. members, including the Superintendent of Buildings and Grounds. The Committee will make recommendations to the Superintendent of Schools.

D. Prime responsibility for the proper operation and maintenance of a District building and its grounds shall rest with the principal/supervisor of that building. He will direct building custodial staff as required and will coordinate with the Superintendent of Buildings and Grounds in the delineation of areas of responsibility for building custodial staff and other maintenance personnel.

ARTICLE VIII

DUTIES AND RESPONSIBILITIES

A. EVALUATION

Each administrator/supervisor shall be responsible for evaluation of all staff - supervisory, professional and classified - under his/her supervision, in accordance with current employee contracts and Board policies and/or procedures.

B. BOND ISSUES

Each administrator/supervisor shall participate as required in any planning sessions, meetings, hearings, etc. which are part of preparation of a bond issue proposal. He shall cooperate with architectural staff in compiling information on major repairs, renovation, equipment needs, etc. He shall participate, by planned effort, in any District proposal presented to voters.

C. MEETINGS

The administrator/supervisor will attend meetings of building organizations as required by his position. This will also include Board sessions and other events taking place during other than school hours and/or holidays as per past practice.

D. ATTENDANCE, HIGH SCHOOL GRADUATION

Each high school administrator/supervisor is expected to attend the annual high school graduation ceremony; it is considered to be a function of the position.

ARTICLE IX

L.A.S.A. SALARIES

A. SALARIES

The salaries for all members of the bargaining unit who were employed by the District as of July 1, 2006 are set forth in the Appendix A to this agreement. A

member of the bargaining unit who is hired after July 1, 2006 shall have an initial salary as agreed by the unit member and the District. Beginning with the first July 1 of the unit member's employment, the unit member will receive increases in his or her base salary as follows: July 1, 2006 – 3.6%; July 1, 2007 – 3.6%, July 1, 2008 – 3.6%; July 1, 2009 – 3.6%.

Salaries will be paid in no less than 27 equal checks. Payroll schedules will be provided to LASA prior to July 1 each year.

B. LONGEVITY - ADMINISTRATORS

For administrators hired before July 1, 2003, credit for longevity steps will be granted on the basis of total professional service in any system. For administrators hired on or after July 1, 2003, credit for longevity steps will be granted on the basis of service in a District administrative position covered by this Agreement.

Longevity increments will be paid to administrators each year in the following amounts after completion of each listed number of years of service:

Years Completed	Amount
3 years	$2000
7 years	$1500
11 years	$1500
21 years	$1500
25 years	$1500

The amounts set forth above are cumulative

C. LONGEVITY - SUPERVISORS

For supervisors hired before July 1, 2003, credit for longevity steps will be granted on the basis of total service in related or comparable positions in any school district, as determined by the Superintendent of Schools. For supervisors hired on or after July 1, 2003, credit for longevity steps will be granted on the basis of service in a District position covered by this Agreement.

Longevity increments will be paid to supervisors each year in the following amounts after completion of each listed number of years of service:

Years Completed	Amount
3 years	$1000
7 years	$2500

The amounts set forth above are cumulative

ARTICLE X

OTHER BENEFITS, CONDITIONS AND RIGHTS OF EMPLOYMENT

A. INSURANCE

1. Health Benefit Plans.

(a) As of the effective date of this Agreement, the District shall offer health insurance coverage through Independent Health (Encompass Plus B1 and Encompass Plus D3, and Flexfit options as presented to the Health Insurance Committee) to eligible employees.

(b) As of the effective date of this Agreement, the District shall also offer coverage under the Univera Traditional Health Care Plan through the Erie I BOCES Trust, if available, to eligible employees.

(c) The District will self-insure the in-hospital deductible payment for all participants in the plans described in (a) above. Payments to eligible employees will be made through the Section 105(h) plan.

(d) If a coverage provider changes or discontinues any coverage or any part of any coverage described in this paragraph 1, the District shall then offer the most comparable form of coverage available, which shall be determined upon consultation with the Association.

2. District Premium Contribution.

(a) For each employee who participates in the District's health benefits plan and elects coverage under a plan specified in (a), the District shall contribute to the monthly premium an amount equal to ninety-four percent (94%) [effective September 1, 2006, ninety-four percent (94%); effective September 1, 2007, ninety-three (93%); effective September 1, 2008, ninety-two percent (92%) effective September 1, 2009, ninety-one percent (91%)] of the

monthly premium for the employee's coverage, single or family as the case may be. The employee shall pay the amount of the monthly premium in excess of the District's contribution by payroll deduction, for which the District will make available the Section 125 Plan, to the extent allowed by law and the Plan Document.

(b) For each employee who participates in the Traditional option through the Erie I BOCES Benefits Trust, the District shall contribute to the monthly premium an amount equal to the greatest of the amounts it contributes to the monthly premium for any coverage available to a unit member under (a) for the employee's form of coverage, single or family as the case may be.

3. Section 105(h) Plan.

(a) The District shall maintain a medical reimbursement plan as defined in Section 105(h) of the Internal Revenue Code (the "105(h) Plan"), the purpose of which shall be to reimburse an eligible member for health care expenses, including those of any spouse or dependents he or she may have, that are not covered by health insurance or HMO coverage. Participation in this program shall be limited to eligible members, who are defined for the purposes of this provision as those employees who elect to change their health coverage to one of the lower cost HMO coverage options described in paragraph 1(b), above, and those members who receive a payment for an in-hospital deductible under paragraph 1(c), above.

(b) Each year there shall be credited to an account under the 105(h) Plan for each eligible member the sum of $500. In addition, each year there shall be credited to an account under the 105(h) Plan for each eligible member electing one of the lower cost HMO coverage options under paragraph 1(b), above, an amount equal to one-half of the net savings realized after administrative expenses. This amount, if any, shall be determined by the difference between the annual District contribution toward the premiums for the HMO coverage option elected by the member for that year and the average annual District contribution toward the premiums for the HMO plans offered under 1(a), above, for that year, and the amount of administrative expenses shall be deducted before the calculation is made. The determination of the average annual District contribution toward the premiums for coverage under the

HMO plans and HMO coverage options for any period shall be based on the annual premium rates in effect on the first day of that period. The methodology utilized to compute the credits will be the same as that used in the Revised Medical Insurance Analysis of June 12, 2000 prepared by P&A Administrative Services, except that the District's contribution toward the premiums, as set forth in 2(a) above, shall be utilized in place of the total amount of the premiums for the three HMOs offered under 1(a), above. The amount of benefits available to an eligible member at any time shall be the amount then credited to his or her account. The amount credited shall not exceed $2,000 in any single year, except as provided in (c), below. Any amount that is credited to an eligible member's account for a period shall not be forfeited but shall continue to be credited to the eligible member's account for subsequent periods until used to reimburse the member for eligible expenses, or until the employee ceases employment.

(c) The payment of an in-hospital deductible benefit, as described in paragraph 1(c), above, for any member, covered spouse or dependent shall be made by a payment into the 105(h) plan, but shall not reduce the account balance of the employee's 105(h) plan.

(d) P&A Administrative Services, Inc. ("P&A") shall provide to the District a Section 105(h) Plan document, the provisions of which shall be consistent in all respects with this Section, and a summary of the plan document for distribution to eligible members. P&A also shall serve as the Claims Administrator and record-keeper for the Section 105(h) Plan.

4. Cash Buyout. The District will reimburse employees who do not opt to participate in any health coverage with the District as follows: a payment of $1,500 annually if the member is currently eligible for family coverage and a payment of $500 annually if the member is currently eligible for member-only coverage. These individuals must disclose and prove that they have other coverage. Cash buyouts will be paid semi-annually, one-half in January and one-half in June and will be pro-rated for part-time employees and those hired after the beginning of the school year, with the employee receiving 1/12 of the payment for each complete month for which he or she does not have coverage. The disclosure form must be completed/changed by November 15. Employees may be reinstated in the health insurance program provided by the District at times and under conditions described by the insurance carrier. Should this occur during a school year, the reimbursement will be adjusted on a pro-rated basis. No employee, spouse or dependent may elect to receive or be covered by the

District's health benefits plan if that person is covered by any other health benefits coverage, or by District coverage through another employee or through a person not in the Association's bargaining unit. If an employee is precluded by the preceding sentence from receiving coverage under the District's health benefits plan, and otherwise would be eligible for family coverage, the employee shall receive the $1,500 buy-out.

5. Vision Benefits. All employees eligible for District health benefits coverage will receive, at District expense, vision benefits in accordance with the schedule of benefits in effect on July 1, 2003, administered by Dental Pay.

6. Dental Benefits. All employees eligible for District health benefits coverage will receive, at District expense, dental benefits in accordance with the schedule of benefits in effect on July 1, 2003, administered by Dental Pay.

B. SICK LEAVE

1. Each administrator and supervisor will be granted 20 days per year for personal illness or illness in the immediate family accumulating to 300. The 20 days of sick leave will be added to the employee's accumulated sick leave each July 1st for the coming year.

2. Unused personal leave days for each member will be added to his/her accumulated sick leave each July 1st for the coming year.

3. The District will purchase health insurance coverage and/or Group Term Life Insurance policy of $75,000 as in Section "A" above. On retirement the administrator/supervisor may convert his unused sick time to cover premiums of such health insurance coverage and/or group term life insurance. This coverage will continue until the amount of money determined by multiplying such person's sick leave by said daily rate of pay based upon his/her salary at time of retirement is exhausted. In the event of the death of the administrator/supervisor, before or after retirement, health insurance coverage will be provided the spouse/survivor subject to the dollar limit above described. It is understood by L.A.S.A. that this benefit will not accrue to the estate of the retiree or deceased.

   Should a retiree relocate, the retiree may instead elect to request that the District make the contributions for health insurance premiums to an insurance carrier other than those providing health insurance to the District at that time, until the retiree has exhausted the reserve calculated in accordance with this paragraph. The District will allow a retired employee, who has exhausted his or her reserve calculated in accordance

with this section, to continue as a member of the group health insurance plan in which they were enrolled at the time their reserve was exhausted, however, the retiree shall be responsible for 100% of all costs of such coverage.

C. SICK BANK

1. Using the 1980-81 school year as the base year for contributions and for benefits, a sick bank will be established jointly by L.A.S.A. and the Board of Education.

2. Each member of L.A.S.A. and each eligible District Office administrator will contribute 4% of his/her accumulated sick leave days as of July 1, 1990, with a ceiling of six days when this agreement becomes effective. These contributions will be matched by the Board of Education.

3. On July 1st of each year, contributions of days will be made by L.A.S.A. members and the Board of Education sufficient to bring the total number of days in the sick bank up to the original established total.

4. L.A.S.A. members who are ill and unable to work and who have expended either 80 of their personal sick days or their total accumulation (whichever occurs first) shall be eligible and may apply, previous to that time, to receive sick bank funds. Approval to draw upon the sick bank must pass review by a committee composed of the Superintendent of Schools, the President of L.A.S.A. and one District administrator.

5. Benefits are payable at the rate of 75% of daily pay, using the base year for calculation. (With each negotiation, the base year will be set as the last year of the expiring contract.)

6. In the event that a serious combination of prolonged illnesses occurs which causes the depletion of sick days in the sick bank before July 1st of the succeeding year, the Board of Education and L.A.S.A. agree to discuss avenues for the resolution of the problem.

D. RETIREMENT INCENTIVE

1. Any administrator or supervisor who has served at least fifteen (15) years continuously in the system who signifies in writing to the Board of his planned retirement on or before June 1st of the year preceding the year of planned retirement, whereby his planned retirement will become effective June 30th of the following year, shall be granted an increment of $2,000

for additional services to be rendered to the District during the final year of employment. Such services will be assigned by the Board cooperatively with the administrator or supervisor planning retirement.

E. ABSENCES DUE TO ILLNESS OR DEATH IN THE FAMILY

1. In the case of illness in the immediate family (father, mother, brother, sister, son, daughter, wife, husband or other person with whom the administrator/supervisor may be living), an administrator/supervisor shall be allowed absence with full pay. Such absence shall be deducted from the personal sick leave of such administrator/supervisor.

2. In the case of death in the immediate family as defined above, the administrator/supervisor shall be allowed five (5) days with full pay, and in the case of death of another relative, the administrator/supervisor shall be allowed a maximum of three (3) days with pay. Such absence shall not be deducted from he personal sick leave or personal business days to which such administrator /supervisor is entitled.

F. ABSENCE DUE TO INJURY

Days allowed for absence due to injury suffered on school premises or in the line of duty covered by Workmen's Compensation subject to certification by a duly qualified physician as to the duration of the disability shall not be deducted from sick leave allowance. In such circumstances, the Board shall continue to pay the administrator/supervisor the difference between his Workmen's Compensation allowance and his regular pay.

G. TEMPORARY LEAVE OF ABSENCE

Each administrator shall be granted two (2) days leave for personal business during each calendar year-without loss of pay or deduction from sick leave. Each supervisor who works 12 months, shall be granted three (3) days leave for personal business during each calendar year without loss of pay or deduction from sick leave. Personal business is defined as any business that cannot be conducted after school hours or as an emergency over which he has no control and which requires immediate attention.

Notice of such leave shall be given as far in advance as possible or immediately upon return, if the leave was for an emergency. The applicant will not be required to give an explanation or reason for such leave except by indicating "personal" on the absence report.

It is to be understood that where it is established that a day claimed as personal leave is used for job interviews, recreation or personal financial gain, this will result in loss of pay and become grounds for grievance by the Board.

H. EXTENDED LEAVE OF ABSENCE

Military leave will be granted to any administrator/supervisor who is drafted (not to include 'volunteer for draft') or called to active duty by state or federal government. Upon return, a member will be placed on the salary which he would have achieved had he remained actively employed in the system during the period of his absence up to a maximum of two (2) years.

A leave of absence without pay or increment of up to one (1) year will be granted for the purpose of caring for a sick member of an administrator's/supervisor's immediate family.

All above requests for extended leaves will be filed with the Board, in writing, normally by April 1st and shall be confirmed in writing, within fifteen (15) days thereafter.

I. CHILD CARE LEAVE

Upon written application, child care leave will be granted without pay until June 30th of the following school year. Upon written application, an extension of such leave may be granted, but the total absence will not exceed 24 months, unless adjusted by the Superintendent as provided below. An administrator/supervisor on child care leave who may desire to return to service prior to normal expiration of her child care leave may submit a written request for the consideration of the Superintendent, requesting such an earlier termination date. In any case where child care leave has been granted, the administrator/supervisor shall notify the Superintendent in writing by March 1st of the year the leave expires of her intention to return or resign. The Superintendent is authorized to adjust the date of return from such leave to coincide with the beginning of the school term.

Where a subsequent pregnancy occurs before the expiration of the original leave, the administrator/supervisor may apply for a new child care leave without pay as provided in these regulations. Except in unusual cases, such privilege shall be limited to one such additional application.

Any administrator/supervisor who intends to adopt a child shall notify the Superintendent of such intention upon acceptance as an adoptive parent. When such administrator/supervisor obtains custody of said child, application may be made forthwith for a leave of absence without pay for a period not to exceed two years.

J. PHYSICAL EXAMINATION

For any member of L.A.S.A.. who wants a physical examination, the Board of Education will underwrite up to $100 over health insurance coverage in which the member is enrolled.

K. PERSONAL AND PROFESSIONAL GROWTH FUND

The District shall establish for each administrator a separate account for the purpose of reimbursing expenses in the categories listed below. In each school year, the District shall hold in each account for each administrator the sum of seven hundred and fifty dollars ($750). The amounts to be so expended shall be at the discretion of the administrator, but shall not exceed the per administrator amount. Reimbursement will be dependent upon the submission to the District of acceptable receipts for the amounts expended. The approved uses for such funds shall be: graduate work (tuition and fees), professional dues/expenses and disability/life insurance premiums. Any funds not used at the end of the school year will revert to the District.

L. MILEAGE ALLOWANCE

A mileage allowance shall be paid for all travel, intra and inter-District at the rate allowed by the IRS for business deductions. The mileage rate will be adjusted whenever the Internal Revenue Service adjusts that deduction rate.

M. ATTENDANCE

$200 will be awarded to each administrator supervisor recording perfect attendance during each of the contract years.

N. GENERAL

Each administrator/supervisor shall have the right, upon reasonable notice, to review and add to the contents of his own personnel file as maintained in the Superintendent's office, exclusive of reference information supplied by other employers or by outside sources.

O. ELEVEN AND TWELVE MONTH EMPLOYEES

Eleven month shall include twenty (20) working days occurring on or between July 1st and August 31st of each year. During the period after September 1, and prior to June 30, the eleven month employees will follow the teachers' calendar. After the teachers last day and prior to June 30, the superintendent may authorize absences if all work is complete. Eleven month employees working beyond

twenty (20) days from July 1st through August 31st will be granted compensatory days to be taken during the balance of the school year at times arranged with the superintendent. Twelve (12) month employees shall be entitled to twenty paid vacation days per year, exclusive of weekends and holidays.

P. JURY DUTY

Each administrator/supervisor shall be granted leave without loss of pay as may be necessary in order to perform jury duty. Such leave shall not be deducted from any other leave allowance. When the administrator receives a notice of call to jury duty, he shall notify the employer to this effect on the first work day following receipt of such notice.

Q. GRADUATION AND AWARDS

The administrator/supervisor shall be entitled to leave of one (1) day without loss of pay to attend his/her own graduation or a ceremony at which he/she is the recipient of an award or special honor. Such leave will not be charged against other leave allowed by this Article.

R. CLERICAL ASSISTANCE

1. Elementary Schools:

	Enrollment
0-399	1 Full time office secretary
400-499	1 Full time office secretary and one (1) 3-hour clerical aide
500 and over	1 Full time office secretary and one (1) 4-hour clerical aide As these units grow, additional help or clerical aides shall be added as the need is demonstrated.

Library clerks/library media clerks may be utilized at the discretion of the building principal. These additional aides work only when school is in session.

2. Secondary Schools

Since secondary schools are large units, two (2) clerical workers shall be provided for each unit. As these units grow, additional clerical help or clerical aides shall be added as the need is demonstrated.

The office workers referred to in this subparagraph are exclusive of other clerical help in secondary schools, such as clerical aides in libraries or media center, attendance clerks, nurse's aides, switchboard operators and guidance clerks

S. SUBSTITUTE CLERICAL

The Board shall provide a pool of secretarial personnel. This personnel shall be available on a District wide basis to substitute in case of absence of regular personnel and to assist during periods of peak work loads. The pool shall be in excess of those personnel normally provided for each school building.

T. HIRING. L.A.S.A. will have one position on any group constituted for the purpose of hiring an administrator/supervisor other than the Superintendent of Schools.

U. SABBATICAL LEAVE. Members of L.A.S.A. may apply for sabbatical leave

V. DISCIPLINE. No administrator/supervisor shall be disciplined, reduced in compensation or deprived of any professional advantage without just cause. Any such discipline or reduction in compensation or advantage, including adverse evaluation asserted by the District, shall be subject to the professional grievance procedure herein. All information forming the basis for disciplinary action will be made available to the administrator/supervisor.

W. DISTRICT COMMITTEES. L.A.S.A. will have the right to appoint the same number of members to any District committee as are appointed by L.C.T.A.

X. ADDITIONAL STAFF DEVELOPMENT PRESENTATION Any LASA member who presents at staff development or professional growth opportunities for the Lancaster employees that is not a regular part of their position, or which occurs at such times that it is outside their regular calendar or during their individual scheduled recess days, shall be eligible for a stipend for the time spent in accomplishing such in-service including preparation and planning. Such staff development activities shall be paid at the rate of fifty ($50) per hour and such hours shall require prior authorization by the Superintendent or his designee.

ARTICLE XI

GRIEVANCE PROCEDURE

A. DECLARATION OF PURPOSE

The establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and the administrators and supervisors is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of administrators and supervisors through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board of Education (hereinafter sometimes refereed to as the Board) are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies and/or in the courts.

B. DEFINITIONS

1. A grievance is a claim by any L.A.S.A. member(s), based upon an event or condition affecting the welfare of any L.A.S.A. member(s), which has direct bearing upon the terms and conditions of employment covered by this agreement, or any claimed violation, misinterpretation, misapplication or inequitable application of laws or rules and regulations having the force of law.

2. Supervisor shall mean any principal, assistant principal, immediate superior, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises.

3. Association shall mean L.A.S.A.

4. Aggrieved party shall mean nay person or group of persons filing a grievance.

5. Party in interest shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.

6. Grievance Committee is the committee created and constituted by L.A.S.A.

7. Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage of the grievance procedure.

C. PROCEDURE

1. All grievance forms shall include the name and position of the aggrieved party, the time when and the place where the alleged events or conditions constituting the grievance occurred or the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

2. Except for informal decisions at Stage 1 (E-1, below) all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the administrator/supervisor and L.A.S.A.

3. If a grievance affects an administrator/supervisor of L.A.S.A. and appears to be associated with system-wide policies, it may be submitted by L.A.S.A. directly at Stage 2(F below).

4. The preparation and processing of grievances, insofar as practicable, shall not be conducted during the hours of employment.

5. The Board of Education and L.A.S.A. agree to facilitate any investigation which may be required and make available all public material and relevant documents, communications and records concerning the alleged grievance. Information from the personnel file of the aggrieved party may be released only upon the receipt of written permission from such person.

6. Except as otherwise provided in E-1 and E-2, an aggrieved party and any party in interest shall have the right at all formal stages of a grievance to have outside counsel at the expense of requesting party, to confront and cross examine all witnesses called against him, to testify and to call witnesses on his own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure. At any informal stage of a grievance, the administrator or supervisor may not have outside counsel.

7. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved party, any party in interest, any representative, any member of the grievance committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

8. Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents will be

jointly developed by the Board and the Association. The Superintendent shall then have them printed and distributed so as to facilitate operation of the grievance procedure.

9. A separate file should be kept of all documents, communications, and records dealing with the proceedings of a grievance.

10. Nothing contained herein will be construed as limiting the right of any member having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Association, providing the adjustment is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.

11. If any provision of this grievance procedure or any application thereof to any administrator or supervisor or group of administrators/supervisors in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

12. The Superintendent and the Association shall be responsible for accumulating and maintaining an official grievance record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than the informal portion of Stage 1 (E-1, below) and all written decisions at all stages. Official minutes will be kept of all proceedings in Stages 2, 3 and 4 at Board expense unless professional stenographer is required by either party; then costs are shared. A copy of such minutes will be made available to the aggrieved party and the Grievance Committee within two (2) days after the conclusion of hearings at Stages 2, 3 and 4 will advise the appropriate hearing officer of any errors in said minutes. Any such claim of error in the minutes shall become a part of the official grievance record and the hearing officers shall indicate the determination made respecting such claimed error. The official grievance record shall be available for inspection and/or copying by the aggrieved party, the Grievance Committee and the Board, but shall not be deemed a public record.

13. The existence of the procedure hereby established shall not be deemed to require any administrator or supervisor to pursue the remedies herein provided and shall not, in any manner, impair or limit the right of any administrator or supervisor to pursue any legal remedy available.

D. TIME LIMITS

1. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.

2. No written grievance will be entertained as described below. Such grievance will be deemed waived, unless written grievance is forwarded at the first available stage within fifteen (15) school days after the administrator or supervisor knows or should have known of the act or condition on which the grievance is based.

3. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.

4. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his representative and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

5. This grievance procedure is to be in effect for the entire calendar year.

6. Time limits hereinafter stated in this procedure are understood to allow for sickness and official absences.

E. STAGE 1: SUPERVISOR

1. An administrator/supervisor having a grievance will discuss it with his supervisor directly and may have an Association observer at this step in the proceedings and at every other step to follow. The supervisor may also have an observer present. The administrator/supervisor may also act through a representative with the object of resolving the matter informally. It is understood that all material and statements pertaining to the decision at this stage will have been brought out as part of the complete record. If the administrator/supervisor submits the grievance through a representative, the administrator/supervisor may be present during the discussion of the grievance.

2. If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within two (2) school days after the written grievance is presented to him, the supervisor shall, without any further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the administrator/supervisor, his representative and the Association.

F. STAGE 2: CHIEF EXECUTIVE OFFICER

1. If the administrator/supervisor initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the administrator or supervisor shall, within five (5) school days, present the grievance to the Association's Grievance Committee for its consideration.

2. If the Grievance Committee determines that the administrator/supervisor has a meritorious grievance, it will file a written appeal of the decision at Stage 1 with the Superintendent within fifteen (15) school days after the administrator/supervisor has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal to all persons concerned.

3. Within five (5) school days after the receipt of the appeal, the Superintendent, or his duly authorized representative, shall hold a hearing with any other representatives the administrator/supervisor and the Superintendent may find desirable to appear with them and the Grievance Committee.

4. The Superintendent shall render a decision in writing to the administrator/supervisor, the Grievance Committee and its representative within three (3) school days after the conclusion of the hearing.

G. STAGE 3: BOARD OF EDUCATION

1. If the administrator/supervisor and the Association are not satisfied with the decision at Stage 2, the Grievance Committee will file an appeal in writing with the Board of Education within fifteen (15) school days after receiving the decision at Stage 2. The official grievance record maintained by the Superintendent shall be available for the use of the Board of Education.

2. Within fifteen (15) days after receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session.

3. Within three (3) school days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance.

H. STAGE 4: ARBITRATION

1. After such hearing, if the administrator/supervisor and/or Association are not satisfied with the decision at Stage 3, and the Association determines that the grievance is meritorious and that appealing it is in the best interests of the school system, it may submit the grievance to arbitration by giving written notice to the Board of Education within three (3) school days of the decision at Stage 3.

2. Within five (5) school days after such written notice of submission to arbitration, the Board of Education or its representative and the Association will agree upon a mutually acceptable arbitrator competent in the area of the grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon the arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

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

4. The Board will reconsider this original decision based on the findings of the arbitrator. It is understood that the Board, L.A.S.A. and the administrators/supervisors will be bound by the decision of the arbitrator.

ARTICLE XII

TERMINATION OF EMPLOYMENT

If the Board should find it necessary to terminate the employment of an administrator/supervisor prior to June 30th of any school fiscal year, the following procedure will apply:

1. The administrator/supervisor is to be given a statement of the reason for the Board's action. He may be dismissed only for neglect of duty,

incapacity to administer and supervise, immoral conduct or other reason which, when appealed to the Commissioner of Education, shall be held by him sufficient cause for such dismissal.

2. The administrator/supervisor shall have the right to a hearing before the Board in the presence of the superintendent where the charge shall be reviewed.

3. The Board of Education, by majority vote, shall render its decision within five (5) school days.

4. A decision of the Board which is adverse to the administrator/supervisor shall not prevent an appeal therefrom by the administrator/supervisor under applicable provisions of law.

5. Termination of employment at the expiration of a contract year does not require a given reason, nor is the Board required to grant a hearing.

ARTICLE XIII

CONSTRUCTION

This Agreement contains the entire agreement between the parties hereto. No amendment, alteration, or modification may be made to this agreement unless such amendment, alteration, or modification is contained in a written document executed by L.A.S.A. and a duly authorized representative of the District with the same degree of formality as this Agreement.

This Agreement supersedes any rules or regulations of the District, whether inconsistent herewith or not.

Any dispute or disagreement between the parties shall be decided in accordance with the applicable provisions of this Agreement. If this contract does not contain a provision with respect to the cause of such dispute or disagreement, such dispute or disagreement shall be decided in accordance with the established practices between the District and other employees in effect at the time such dispute or controversy arose.

In this Agreement the use of the masculine includes the use of the feminine and the feminine includes the use of the masculine, unless the context requires otherwise.

ARTICLE XIV

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2006 and shall continue in effect through June 30, 2010.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have subscribed their names below on the dates indicated.

LANCASTER CENTRAL SCHOOL DISTRICT

By: _____
Thomas J. Markle, Superintendent

Date: 9/11/06

LANCASTER ADMINISTRATIVE AND SUPERVISORY ASSOCIATION

By: _____
Peter F. Kruszynski, President, LASA

Date: 9/11/06

APPENDIX A

BASE SALARY

K-4 Prin.	2006/07	2007/08	2008/09	2009/10
Hopkins, M.	75,029	77,730	80,529	83,428
Bojanowski	76,133	78,873	81,713	84,654
Knauth, K.	81,097	84,017	87,041	89,041
Haley, P.	75,029	77,730	80,529	83,428
Weidler, S.	77,536	80,328	83,219	86,215
5-12 Prin				
MacGamwell	103,080	106,791	110,635	114,618
Kruszynski	100,655	104,278	108,032	111,921
Paveljack	113,995	118,099	122,351	126,755
Asst. Prin				
Cornell, M.	68,000	70,448	72,984	75,611
Bull, J.	67,340	69,764	72,276	74,878
Clinard, J.	68,960	71,443	74,015	76,679
Bender, J.	75,169	77,875	80,679	83,583
Ponvert, E.	75,169	77,875	80,679	83,583
Ziegler, M	67,891	70,335	72,867	75,491
Supervisors				
Kornowicz	52,146	54,023	55,968	57,983
Mowry, R.	78,985	81,828	84,774	87,826
Weist, D.	72,762	75,382	78,096	80,907
Bruce, Pat	53,141	55,054	57,036	59,089

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