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LAKE SHORE CENTRAL SCHOOLS

EVANS-BRANT CENTRAL SCHOOL DISTRICT CENTRAL DISTRICT OFFICES: ANGOLA, NEW YORK 14006-9782

On Beautiful Lake Erie

Telephone - All Schools 716-549-2300
FAX 716-549-6228

SENIOR HIGH
959 BEACH ROAD
ANGOLA, N.Y. 14006-9782
FAX 716-549-4033
716-926-2307

MIDDLE SCHOOL
8855 ERIE ROAD
ANGOLA, N.Y. 14006-9624
FAX 716-549-4374
716-926-2400

JOHN T. WAUGH
100 HIGH STREET
ANGOLA, N.Y. 14006-1300
FAX 716-549-2380
716-926-2370

WILLIAM T. HOAG
42 SUNSET BOULEVARD
ANGOLA, N.Y. 14006-1000
FAX 716-549-4391
716-926-2480

ANTHONY J. SCHMIDT
9455 LAKE SHORE ROAD
ANGOLA, N.Y. 14006-9400
FAX 716-549-4428
716-926-2350

HIGHLAND
6745 ERIE ROAD
DERBY, N.Y. 14047-9698
FAX 716-947-9269
716-926-2460

BRANT 1
1272 BRANT-N. COLLINS RD
BRANT, N.Y. 14027-0247
FAX 716-549-4439
716-926-2450

TRANSPORTATION
8710 N. MAIN STREET
ANGOLA, N.Y. 14006-9603
FAX 716-549-4364
716-926-2280

AD | 5430

AGREEMENT

between

BOARD OF EDUCATION

EVANS-BRANT CENTRAL SCHOOL DISTRICT

LAKE SHORE CENTRAL SCHOOLS

AND

LAKE SHORE CENTRAL ADMINISTRATORS
AND
SUPERVISORS ASSOCIATION

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

DEC 11 2009

ADMINISTRATION

TO COVER

JULY 1, 2009 THROUGH JUNE 30, 2013

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NEGOTIATIONS PROCEDURE AGREEMENT

**BOARD OF EDUCATION
EVANS-BRANT CENTRAL SCHOOL DISTRICT
LAKE SHORE CENTRAL SCHOOLS**

TO COVER

JULY 1, 2009 THROUGH JUNE 30, 2013

ARTICLE I

AGREEMENT

This AGREEMENT made and entered into this 20 day of October 2009, by and between the Board of Education of the Lake Shore Central School District (Evans-Brant Central), Erie County, New York, hereinafter referred to as the "BOARD", and the Lake Shore Central Administrators and Supervisors' Association, hereinafter referred to as the "ASSOCIATION".

ARTICLE II

PHILOSOPHY

The Lake Shore Central Association of School Administrators and Supervisors shares a common interest with the Lake Shore Central Board of Education in a desire to provide the best possible education for the children of the Lake Shore Central School District. It is the ASSOCIATION'S purpose to fulfill this desire by entering into a cooperative and team relationship between the Board of Education and the Administrators and Supervisors of the Lake Shore Central School District.

ARTICLE III

RECOGNITION

By virtue of satisfactory evidence submitted by the ASSOCIATION to the BOARD that the ASSOCIATION does represent the majority of the specified Administrators and Supervisory staff in the District, the BOARD hereby recognizes the ASSOCIATION as the exclusive official negotiating agent for all ASSOCIATION members employed by the District, including Building Principals, Assistant Building Principals, specified Directors, and other Supervisors who devote at least 60% of their time to administrative duties.

The ASSOCIATION shall submit to the BOARD, by December 1 of each year, a notarized list of members of the Supervisory Staff represented by the ASSOCIATION.

This recognition shall continue in effect so long as the ASSOCIATION'S active membership contains more than fifty (50%) percent of the total Administrative and Supervisory Staff in the negotiating unit. The ASSOCIATION shall, in good faith, notify the BOARD in writing, if the active membership should fall below 50 percent.

ARTICLE IV

PRINCIPLES

1. ADMINISTRATORS AND SUPERVISORY PERSONNEL

It is recognized that members of the Administrative and Supervisory Staff require specialized qualifications and that the success of the educational program of the Lake Shore Central Schools depends upon the maximum utilization of the abilities of personnel who are reasonably well satisfied with the conditions under which their services are rendered.

2. RIGHT TO JOIN OR NOT TO JOIN

It is further recognized that Administrators and Supervisors have the right to join or not to join the ASSOCIATION, but membership shall not be a prerequisite for employment or continuation of employment of any employee.

3. RIGHTS OF MINORITIES AND INDIVIDUALS

The legal rights inherent in the State School Code and in the rulings and regulations of the Commissioner of Education affecting certified personnel are in no way abridged by the agreement.

ARTICLE V

PROCEDURES FOR CONDUCTING NEGOTIATIONS

1. NEGOTIATING TEAMS

Designated representatives of the BOARD will meet with representatives designated by the ASSOCIATION for the purpose of discussion and reaching mutually satisfactory agreements. Neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or outside the School District. While no final agreement shall be executed without ratification by the ASSOCIATION and the BOARD, the parties mutually agree and pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.

2. OPENING NEGOTIATIONS

NEGOTIATIONS SHALL BE INITIATED NO LATER THAN THE **SECOND TUESDAY IN FEBRUARY OF EACH YEAR**. All issues proposed for discussion shall be submitted in writing by the ASSOCIATION to the BOARD or its delegated representatives at the first meeting. The BOARD shall submit in writing to the ASSOCIATION or representatives all additional issues upon which it wishes to negotiate no later than the second meeting.

3. NEGOTIATIONS PROCEDURES

Designated representatives of the BOARD shall meet at such mutually agreed upon places and times with representatives of the ASSOCIATION 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 initial meetings as described in Paragraph 2, Page 3, Article V, such additional meetings shall be held as the parties may require to reach an understanding on the issue(s) or until an impasse is reached. Meetings shall not exceed three (3) hours and shall be held at a time other than during regular school hours. If an agreement appears imminent, the three-hour time constraint can be waived by mutual agreement.

4. EXCHANGE OF INFORMATION

Both parties shall furnish each other, upon reasonable request, information pertinent to the issue(s) under consideration.

5. CONSULTANTS

The parties may call upon consultants to assist in preparing for negotiations, and to advise them during conference sessions. The expense of such consultants shall be borne by the parties requesting them.

6. REACHING AGREEMENT

When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing as a memorandum of understanding and submitted to the ASSOCIATION and the BOARD for approval. Following approval by a majority of the ASSOCIATION membership and by a majority of the BOARD, the BOARD will take such actions upon the recommendation(s) submitted as are necessary to make them official.

7. IN CASE OF IMPASSE

Either party may go directly to PERB.

8. 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.

The foregoing NOTICE is quoted from Section 204-a of Article 14 of the Civil Service Law (Taylor Law), as amended by the 1969 Legislation and is included here at the direction of the Law and the New York State Public Employment Relations Board.

SECTION II

1. **GENERAL PURPOSES:**

A. JURY DUTY

All employees who are covered by this Agreement who are called to Jury Duty shall receive full wages paid to them for time lost while attending the Jury Duty, and, in turn, will reimburse the District for the hourly compensation received for attending said duty by the courts system. It is understood the employee is not to reimburse the District for compensation received for expenses such as parking and food allowances.

B. EMERGENCY CANCELLATION

Administrators are expected to report to work on days when schools are closed due to emergency situations. However, when members are unable to report to work due to mandatory travel bans, or states of emergency, within the members' city, town or village of residence, the member shall not be charged a benefit day. Exceptions to this may be made with permission from the Superintendent. When these exceptions occur, the administrator needs to contact their building custodian in order to evaluate the integrity of their building and/or assigned area and be available by telephone, email, or other electronic means.

C. OUTSIDE ORGANIZATIONS

1. No administrator or Supervisor will be asked or required to act as collecting agent for, or accept any responsibilities, of any insurance company.
2. Administrators and Supervisors will be encouraged to aid in the betterment of the school community by taking an active part in the support of community organizations and activities.
3. When an Administrator or Supervisor attends conferences related to and involving comparable Administrative Associations as the official delegate of the Association, the Board of Education will pay the salary of a substitute as appropriate and the Association will pay the cost of the participant's attendance and salary.

D. LEGAL PROTECTION

The BOARD will provide an Attorney or Attorneys for, and pay such Attorney's fees and expenses necessarily incurred and in the defense of a member of the Supervisory or Administrative Staff, in any civil or criminal action arising out of any disciplinary action taken against any pupil or any instructional employee of the District, while in the discharge of his/her duties and within the scope of his/her employment.

The BOARD shall save harmless and protect such member of the Supervisory and Administrative Staff from financial loss arising out of any claim, demand, suit, or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any person within or without the school building, while in the discharge of his/her duties within the scope of his/her employment.

The BOARD will arrange with an insurance company to maintain the aforesaid protection.

The BOARD also agrees that any bodily or personal injury to or sickness, disease, or death of any pupil arising out of disciplinary action, taken by a member of the Supervisory or Administrative Staff, while in the discharge of his/her duties within the scope of his/her employment, will be covered by insurance as provided for by the said Board of Education.

Personal injury shall mean injury arising out of:

- 1) False arrest, detention or imprisonment, or malicious prosecution.
- 2) Libel, slander, or defamation of character.

The Board of Education shall not be subject to the duties and obligations above provided unless such member of the Supervisory or Administrative Staff shall, within ten (10) days from the time he is served with any Summons, Complaint, Process, Demand, Notice, or Pleading, deliver the original or a copy of same to the Board.

E. CONFERENCES

It is agreed that Administrators and Supervisors shall be afforded the opportunity to attend Professional Conferences related to the area of their responsibility. The purpose of said conference attendance is to enhance the individual's capabilities and effectiveness in his/her service to the Lake Shore Central School District. It is understood that approval for such conferences shall be at the discretion of the Board of Education and if the conference is approved, the costs will be reimbursed.

F. EVALUATION

Administrators and Supervisors will have input into the evaluation process.

G. IMPROVEMENT PLAN

The Superintendent may identify an administrator in need of improvement based on annual goal setting and the evaluation process. If it is determined that an administrator is in need of improvement, an improvement plan will be developed by the District and an administrative mentor will be assigned to the administrator in need. If the mentor comes from the LSCASA unit it will be a voluntary assignment and that member will have input into the development of the improvement plan.

II. USE OF DISTRICT FACILITIES

- A. Privileges of the Lake Shore Central Administrators and Supervisors' Association.
- 1) Members will have the privilege of using the District's inter-school mail system for official business.
 - 2) Members will have the privilege of using the District's office equipment for official business, as authorized by Building Principals. Cost of supplies and personal service is not included.
 - 3) Members will have the privilege of using school facilities for meeting purposes, all such meetings to be scheduled as prescribed by District policy, with no professional organization meetings to be held during regular school hours.

III. PROMOTION POLICY

- A. Whenever any vacancy occurs in an Administrative or Supervisory position, or when a new position is created, a written announcement of the vacancy or available position will be made to all Administrators and Supervisors. This announcement will include the title of the position, its qualifications, and any other pertinent information. Every consideration will continue to be given for promotion from within the Lake Shore Central School System based on merit and qualification and may include an interview or if not being granted an interview, a professional face-to-face conversation will occur with the Superintendent of Schools.
- B. A minimum of seven (7) calendar days will be allowed after the announcement for making application.

IV. TRANSFER POLICY

A. REQUESTS

- 1) Any Administrator or Supervisor desiring an appropriate transfer within the District will make the request in writing to the Superintendent before signing the Salary Notice for the next school year. Said Notice to designate building and responsibility assignments.
- 2) Written notice of approval or denial of the transfer request will be submitted to the applicant. In the event of denial of the request, the reasons for denial will be stated in this written notice.
- 3) Administrators or Supervisors will be guaranteed ample notification of the precise nature of their assignment for the following year, including building and area. This is to be done by July 1 for the ensuing contract year.

B. SALARY NOTICES

Individual Administrators and Supervisors will respect their signed Salary Notice which they shall receive within sixty (60) days after an Agreement has been reached, once it has been signed for a given school year.

V. FRINGE BENEFITS

A. MEDICAL INSURANCE

The District will continue to offer the following health insurance policies:

- (a) Blue Cross 901
- (b) Blue Cross POS 201 Plus
- (c) Blue Cross POS 204 Plus

1. Effective July 1, 2009, the base policy shall be Blue Cross POS 204 Plus and the District will contribute one hundred percent (100%) of the monthly premium for full-time unit members at the same rate as of July 1, 2009. Any additional costs as a result of selecting the other plans available shall be borne by the unit members.

2. Effective July 1, 2010, the District maximum contribution toward the monthly premium for full-time unit members shall be equal to the monthly premium for Blue Cross POS 204 Plus (or comparable) family or single as the case may be, but not to exceed one hundred five percent (105%) of the maximum monthly premium in affect on July 1, 2009. Any additional costs as a result of selecting the other plans available shall be borne by the unit members.

3. Effective July 1, 2011, the District maximum contribution toward the monthly premium for full-time unit members will be equal to the monthly premium for Blue Cross POS 204 Plus (or comparable) family or single as the case may be, but not to exceed one hundred ten percent (110%) of the maximum monthly premium in affect on July 1, 2009. Any additional costs as a result of selecting the other plans available shall be borne by the unit members.

4. Effective July 1, 2012, and for the term of the Agreement, the District maximum contribution toward the monthly premium for full-time unit members will be equal to the monthly premium for Blue Cross POS 204 Plus (or comparable) family or single as the case may be, but not to exceed one hundred fifteen percent (115%) of the maximum monthly premium in affect on July 1, 2009. Any additional costs as a result of selecting the other plans available shall be borne by the unit members.

If there is a positive difference between the District's obligation and the cost of the insurance premium, the balance will be placed into a 105h account for each administrator.

B. For employees hired prior to July 1, 2005, the District will provide fully paid Blue Cross health insurance, single or family as appropriate, as described in Section VI-A, to any administrator who retires from the District with twenty (20) or more years of service to the District. Such coverage will begin no earlier than age 55 and continue for a maximum of ten (10) years to age 67.

C. Any currently enrolled employee who elects not to participate in the District provided health insurance plan will be paid annually \$3,000 on June 30 of each year, subject to the following provisions: this will not apply to those who have a spouse working for the district, those who are currently covered by another plan, and to present staff members who change to a Family Plan as a result of marriage. During the first year the "buy back" is payable in connection with dropping the coverage through the district, the allowance will be pro-rated based on a school year, July 1 through the following June 30.

D. **VISION AND DENTAL**

Effective July 1, 1987, members of the Lake Shore Central Administrators and Supervisors' Association will be able to participate in a DENTAL AND VISION PLAN of their choice. The Board of Education will contribute the following towards a DENTAL AND VISION INSURANCE POOL for the Association members:

Effective:	
July 1, 2009	\$42,000
July 1, 2010	\$44,100
July 1, 2011	\$46,200
July 1, 2012	\$48, 510

Any money remaining in the DENTAL AND VISION INSURANCE POOL at the end of each school year shall be divided equally among the Lake Shore Central Administrators and Supervisors Association and the amount deposited directly into each member's 105(h) plan.

E. LEAVE

1. SICK LEAVE

a) ACCUMULATED TIME

Ten (10) days sick leave per year, cumulative to 205 days, will be provided for each ten (10)-month staff member; eleven (11) days per year cumulative to 290 days for eleven (11)-month staff members; and twelve (12) days per year cumulative to 290 days for twelve (12)-month staff members.

Administrative staff members can claim a maximum of 40 sick days that they transferred to the Sick Bank and add them to their respective accumulation of sick days for retirement purposes.

b.) CONVERSION OF UNUSED SICK DAYS UPON RETIREMENT

Effective July 1, 2009, the following amount will be paid for accumulated Sick Days at time of Retirement. This payment will be placed into a 105(h) plan for the retiring administrator.

\$62.50 for each accumulated sick leave day beginning at 10 days up to and including 250 days.

c.) INCENTIVE

If a unit member does not utilize any of his/her sick leave throughout the school year they shall be allowed to cash in up to **five (5)** sick days at the unit members per diem rate of pay. Notice to the District shall be given on June 30th in each school year. Such days that will not count against the member are as follows: Bereavement, Emergency Personal Days and / or emergency related leaves approved by the Superintendent

d.) SICK BANK

The Board of Education agrees that the Administrators and Supervisors' Association has the right to establish and operate a SICK BANK. A committee of one Board member and two administrators will be formed to review the operation of the LSASA Sick Bank.

Days over maximum accumulated total sick leave days to be transferred to the Administrators and Supervisors' Association Sick Bank upon authorization from the individual(s) to make the transfer, allowing ten (10)

such days to go into the SICK BANK each year per contributing administrator who has reached the maximum level of personally accumulated sick leave days, i.e., 290 days for 11-month administrators and 290 days for 12-month administrators.

Days transferred to the BANK may be reclaimed only upon retirement. Administrative staff members can claim a maximum of 40 sick days that they transferred to the Sick Bank and add them to their respective accumulation of sick days for retirement purposes.

Membership in the SICK BANK shall be accepted only at the beginning of the school year or at one time during the school year mutually agreed upon by the Superintendent and members of the Lake Shore Central Administrators and Supervisors' Association.

The ASSOCIATION shall assume the entire responsibility of internal administration of the SICK BANK with all applications for needed days to be received from BANK members by the ASSOCIATION. The BOARD agrees to cooperate with the ASSOCIATION in payroll matters in dealing with distribution of SICK BANK days to the persons authorized by the ASSOCIATION to receive said days.

A detailed listing of members of the BANK and the use made of the days collected from members of the BANK will be submitted to the Superintendent by the ASSOCIATION. This report to be in a form acceptable to and approved by the Superintendent. Necessary administrative information that may be required to make the plan workable shall be provided when requested by the Superintendent.

2. **FAMILY LEAVE**

- a) Six (6) family days per year (non-cumulative) will be provided for sickness or death in the immediate family,
- b) The immediate family to be defined as follows: Mother, Father, Sister, Brother, Spouse or Domestic Partner, Child, Father-in-Law, Mother-in-Law, Aunt, Uncle, and in addition, family shall be extended to include one day for funeral attendance for Grandmother, Grandfather, Sister-in-Law, and Brother-in-Law.
- c) Six (6) days of unused family leave will be converted annually to sick leave.

3. **PERSONAL DAYS**

- a) Five (5) days personal leave, all may be broken down into half days, and non-cumulative, will be provided to all members of the Administrators and Supervisors' Association. Such absence will require prior approval for one day. Such days will not normally be taken on the day before or the day after a regularly schedule vacation

day. Up to a maximum of two unused personal days will be converted to sick days and added to accumulation at the end of each school year. On June 30 each bargaining unit member may return up to three (3) unused personal business days to the district and receive in return a stipend equal to his/her daily rate of pay for each day.

NOTE: Sick, family and personal days will be earned on a monthly pro-rata basis for administrators hired after July 1, 1994.

4. **MATERNITY LEAVE**

- a) Whenever a member of the Association shall become aware that she is pregnant, she will notify the Superintendent of the fact at no later than the end of the fourth(4th) month of pregnancy.
- b) A maternity leave is to commence at a date agreeable to the member of the ASSOCIATION and her personal physician, said leave to end upon receipt of a like statement from her physician. An Administrator who wishes to return from maternity leave shall give the Board at least two (2) months written notice. The leave shall not exceed two (2) years.

F. **ANNUITY PROGRAM**

The Board of Education in its discretion may enter into a written agreement with any employee of the School District to reduce the annual salary of such employee for the purpose of purchasing an annuity for such employee in accordance with Sect. 3109 of the New York Education Law.

G. **DISABILITY INSURANCE**

The Board of Education will reimburse unit members up to \$175 per administrator for substantiated expenses associated with the procurement of disability insurance coverage maintained by the employee.

VI. **GRIEVANCE PROCEDURE**

A. **DECLARATION OF PURPOSE**

The Board of Education and the Lake Shore Central Administrators and Supervisors' Association hereby establish this contract Grievance Procedure to secure at the lowest possible level with a minimum of interruption of professional time, equitable solutions to alleged grievances. Grievances must be filed within 30 days of supposed violation of the contract or when employee and/or union knew of supposed violation.

B. **DEFINITIONS**

“Grievance” shall mean “any violation, misinterpretation, or inequitable application of the Contract which relates to or involves the Administrator or Supervisor, except

any matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law”.

“Immediate Supervisor” shall mean “that person invested with responsibility and authority for direct supervision of the Administrator’s or Supervisor’s work performance as indicated by the District’s current Administrative Organizational Chart.”

“Aggrieved Party” shall mean “any Administrator or Supervisor of the School District who has an alleged grievance”.

C. GENERAL PROVISIONS

Copies of this Grievance Procedure and all subsequent amendments or revisions thereof shall be distributed, one copy to each Administrator or Supervisor, at the beginning of each school year.

This Grievance Procedure has been adopted by the BOARD OF EDUCATION and the ADMINISTRATORS AND SUPERVISORS’ ASSOCIATION in this District so as to establish a procedure for presentation and settlement of grievances by members in a manner free from coercion, interference, restraint, discrimination, or reprisal against the Administrator or Supervisor using such procedure and to thus maintain a harmonious and cooperative relationship. No Administrators’ or Supervisors folders shall contain information concerning the submission, processing or dispensation of grievances.

The law specifically provides that any Administrator or Supervisor shall be allowed to have representation throughout all stages of such Grievance Procedure. Said representation may be either attorneys or any persons selected by the aggrieved party. The aggrieved party’s representation at any proceeding shall not exceed two (2). The attention of each Administrator or Supervisor is specifically called to their legal right to have such representation, if same is desired, at any or all stages of the Grievance Procedure.

In all Grievance hearings, both parties shall have the right to call witnesses, cross-examine, and have access to minutes and transcripts. Either party may request transcripts to be kept at the Second Stage.

D. GRIEVANCE PROCEDURAL STAGES

In the event that the Board of Education has a grievance, the BOARD shall present its written grievance to the President of the ASSOCIATION. Within two (2) weeks after receipt of grievance, the ASSOCIATION shall deliver to the Superintendent a detailed written statement of its position with respect to the Grievance.

The cost for the services of an arbitrator, including expenses, if any, will be borne equally by both parties.

The inequitable application or misinterpretation of policies not specifically covered by the Contract should be verbally taken to the Immediate Supervisor.

If a satisfactory resolution is not attained at that level, an Administrator or Supervisor may forward this in writing to the BOARD OF EDUCATION for interpretation, if so desired.

FIRST PROCEDURAL STAGE

Consists of an oral presentation by the aggrieved party to his/her Immediate Supervisor, the Superintendent. The only exception will be cases involving an Assistant Principal, wherein his/her initial Grievance will be taken to the Building Principal, followed by completion of the form "STAGE ONE – GRIEVANCE PROCEDURE".

Such immediate supervisor, in the case of Assistant Principals, shall to the extent he/she may deem appropriate, consult with his/her supervisors and shall present his/her determination to the aggrieved party within seven (7) days from the completion of the form. Such presentation shall be made in an oral and informal manner. The "STAGE ONE – GRIEVANCE PROCEDURE" form is finalized at this point.

SECOND PROCEDURAL STAGE

Shall consist of an appeal by the aggrieved party for a review and determination of his/her Grievance as follows:

The Appeal shall be made within seven (7) days, in writing, setting forth the specific nature of the Grievance and the facts relating thereto, and shall be submitted to the Superintendent (or his designee) requesting a review and determination of said Grievance and an informal hearing, if such hearing is desired.

The Immediate Supervisor, in a case involving an Assistant Principal, shall also submit to the Superintendent (or his designee) a written statement setting forth the specific nature of the Grievance and the facts relating thereto, and his determination, within five (5) days after such appeal is submitted to the Superintendent.

The Superintendent (or his designee), if so requested, shall hold an informal hearing within two (2) weeks, at which time the aggrieved party and his/her representative may appear and present oral and written statements or arguments. If such hearing is not requested, the Superintendent, in his discretion, may or may not hold such hearing.

A determination shall be made by the Superintendent (or his designee) within seven (7) days after said hearing or the date fixed therefore; or within seven (7) days after receipt of such appeal if no hearing is requested or held.

THIRD PROCEDURAL STAGE

Shall consist of Binding Arbitration which will be utilized to settle any Grievance not satisfied through STAGE TWO.

This shall be requested within ten (10) days following the Superintendent's decision. An impartial person, mutually acceptable to the aggrieved and/or ASSOCIATION and the BOARD, shall be appointed to arbitrate the Grievance. If both parties are unable to agree on an arbitrator, 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. Within fourteen (14) days following this hearing, the findings of fact, reasoning, and conclusions will be presented in writing to both parties concerned.

VII. CAREER INCREMENTS:

Career increments to be added to yearly salary of an individual will be as follows.

10 th (10) year of educational experience	\$ 750
15 th (15) year of educational experience	\$1,100
20 th (20) year of educational experience	\$1,250
25 th (25) year of educational experience	\$1,275
30 th (30) year of educational experience	\$1,350
33 rd (33) year of educational experience	\$1,500

*ONLY FOR THOSE BECOMING ELIGIBLE TO BENEFIT AT THIS LEVEL ON AND AFTER JULY 1, 1979, WITH NO RETROACTIVITY FOR THOSE COVERED BY THE OTHER LONGEVITY STEPS IN THE PAST.

Effective July 1, 1997, all newly hired administrators will receive career increments only for in-district experience.

VIII. GRADUATE HOURS:

A one-time lump sum payment of \$600 for the completion of three (3) hours of previously approved graduate work will be paid upon submission of proof of successful completion of graduate work. For course work taken in other than blocks of three hours, the one-time lump sum payment shall be based on an amount of \$200 per hour upon successful completion of the course.

IX. VACATION:

A.) Twelve-month employees will receive twenty-four (24) days vacation. Said employees shall earn vacation days at the rate of 2.00 days per month, effective the

month of their original employment.

Vacation days after five years of service as an Administrator in the district will be twenty-five (25) days.

Vacation days after ten years of service as an Administrator in the district will be twenty-six (26) days.

On June 30 each bargaining unit member may return up to five (5) unused vacation days to the district and receive in return a stipend equal to his/her daily rate of pay for each day.

B.) An administrator with 10 or more years of District service and who retires from the District will be eligible to cash out their accumulated vacation days at their daily per diem rate. If a member with 10 or more years of service should die in service, their death beneficiary would receive the vacation day cash out at the administrator's daily per diem rate.

X. HOLIDAYS:

Twelve-month administrators and supervisors will receive fourteen (14) paid holidays as determined by the Board's academic calendar.

XI. SALARY:

Individual salary adjustment will be at the rates indicated below. Salaries will be adjusted based on the individual's previous year's salary.

2009 – 2010: 0.5%

2010 – 2011: 0.75%

2011 – 2012: 1.0%

2012 – 2013: 1.5%

XII. PAYROLL OPTIONS:

Eleven-month employees will have the option to be paid every two weeks, the same as twelve-month administrators or supervisors, or they may receive their pay on the 1/27th plan. Receipt of salary payments as specified in this paragraph will not constitute "12-month employment". Direct deposits will be made at the following banks: M&T, Citibank, Fleet, Lockport Savings, Key Bank, Marine Midland, and Evans National Bank.

XIII. ORGANIZATIONAL DUES:

The district will provide the following amounts for enrollments in educational organizations as designated by each administrator.

2009-2010	\$550
2010-2011	\$575
2011-2012	\$600
2012-2013	\$625

XIV. PROFESSIONAL DEVELOPMENT COMPENSATION

It is understood that the District benefits significantly when its administrators share their expertise with the Lake Shore Central Faculty and Staff, through Professional Development offerings.

Therefore, administrators delivering Professional Development courses will be reimbursed the hourly rate for the delivery and planning a course as per the Lake Shore Central Teachers' Association Agreement.

Administrators will only be compensated when the course is delivered outside their normal contract, for example during evenings and weekends.

XV. ADDITIONAL PROFESSIONAL RESPONSIBILITIES:

Members of the Lake Shore Central Administrators and Supervisors Association have been assigned additional professional responsibilities. Therefore, the District shall provide annual compensation on base salary in the following amounts for each of the following responsibilities that have been added to the member's assignment.

\$2000

District Technology Support

\$2500

Director of Buildings and Grounds
Computer Information Officer (CIO)
Elementary Core Curriculum Leader for Science.
Elementary Core Curriculum Leader for ELA
Elementary Core Curriculum Leader for Social Studies
Elementary Core Curriculum Leader for Math
District Technology Coordinator
Summer Recreation Coordinator
Middle School Summer School Coordinator
High School Summer School Coordinator

Elementary Summer School Coordinator
GRAD Success Coordinator
Special Education Summer School Coordinator

\$500 (additional)

For any administrator who is responsible for more than one assignment, shall receive the \$2500 for the initial responsibility and \$500 for any additional responsibility.


The administrator responsible for summer school responsibilities on a daily basis at the High School, Middle School and Elementary School will compensated seventy-five (\$75.00) dollars per day.


These responsibilities will be in place for the length of this contract.

IMPLEMENTATION AND AMENDMENT

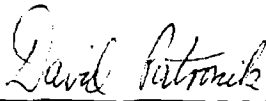
This agreement shall become effective upon its approval by a majority of the ASSOCIATION members and a majority of the BOARD members. It may be amended by mutual consent of both parties with written evidence of said consent being presented by each party to the other.

BOARD OF EDUCATION


Cynthia Latimore, President


Jeffrey R. Rabey
Superintendent of Schools

ADMINISTRATORS AND
SUPERVISORS ASSOCIATION


David Patronik, President

APPROVED BY LAKE SHORE CENTRAL ADMINISTRATORS
AND SUPERVISORS ASSOCIATION

OCTOBER 20, 2009

APPROVED BY BOARD OF EDUCATION ACTION

OCTOBER 20, 2009

