

AGREEMENT

BETWEEN THE

LANSING SUPERINTENDENT OF SCHOOLS

AND

LANSING ADMINISTRATOR MEMBERS'

AND SUPERVISORS ORGANIZATION

July 1, ~~2014~~ 2018 through June 30, ~~2018~~ 2022

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Preamble

The Lansing Central School District, hereinafter referred to as the "District," and the Lansing Administrator Members' and Supervisors' Organization, hereinafter referred to as "LASO," declare that it is our mutual goal and function to strive for the finest possible education for the children of the Lansing Central School District. It is toward that end that the District and LASO enter into this collective bargaining agreement.

Article I – Recognition

The Board of Education of the Lansing Central School District hereby recognizes the Lansing Administrator Members' and Supervisors' Organization as the exclusive negotiating agent and representative for all of the Administrator Members and Supervisors in the organization as set forth below.

It is mutually agreed that the bargaining unit shall include those positions whose job titles are listed below or whose duties and responsibilities are equivalent to those listed:

High School Principal
Middle School Principal
Elementary School Principal
Head Bus Driver
Director of Facilities
Director of Special Services and Grants
Head Cook
Director of Athletics and Dean of Students
Technology Supervisor
Director of Informational and Instructional Technology

The District agrees to negotiate exclusively with LASO and agrees not to negotiate with any Administrator Members' or Supervisors' organization other than LASO.

LASO affirms that it does not assert the right to strike against the District; to assist in any such strike; or to impose an obligation to conduct, assist, or participate in such a strike.

Unit members' work year will be either twelve (12) months (260 days) or eleven (11) months (230 days), both inclusive of holidays in the administrative calendar. The work year for a particular position will be determined at the time of hire and will follow the administrative calendar.

All positions listed in the recognition clause are twelve-month positions except the position of Head Cook. The position of Head Cook is an eleven-month position, expected to work two hundred and thirty (230) days per year. The schedule of days worked each year by the Head Cook shall be determined through consultation with the Business Administrator.

Article II – Negotiations

- A. The District and Association shall begin negotiations for a successor agreement no later than February 1st of the final year of the Contract Agreement.
- B. Negotiating teams for the District and the Association shall be authorized by their respective governing bodies to enter into tentative agreements.
- C. Tentative agreements reached by the negotiating teams shall be submitted in writing to the Board of Education and the Association for approval/ratification.
- D. The District agrees to furnish to the negotiating team of the Association in accordance with reasonable requests, all available information concerning financial resources of the District, tentative budgetary decisions or work documents for decision-making, and other information related to the terms and conditions of employment of District staff.
- E. Negotiating sessions shall be scheduled at times mutually agreeable by the parties.
- F. Upon mutual consent, the parties agree to adjust the terms and conditions of any Unit member during the duration of the collective bargaining agreement.

Article III – Leaves

A. Paid Leaves

1. Sick Leave

The Board of Education shall grant each Unit Member a total of one and one half (1.5) days of absence each month worked for personal illness or family illness.

Any unused portion of such sick leave shall accumulate over the years without restriction.

The Board of Education reserves the right to extend sick leave, in the case of long-term service to the District, to a Unit Member who may exhaust his/her normal agreed upon quantity.

Allotted sick days shall be credited to each Unit Member after he/she has worked at least one (1) full day in the applicable school year. A Unit Member who has used more days than he/she has earned, and who leaves employment with the District, shall have such days deducted from his/her final paycheck.

Upon suspicion of abuse, the Superintendent may request written medical proof. Any reasonable out-of-pocket costs for obtaining this proof shall be

reimbursed by the District.

2. Personal or Emergency Leave

All Unit members shall be permitted five (5) days of leave per year for business, personal, or immediate family emergencies which cannot be attended to except during school hours. It is not the intent that these days be used for recreational purposes. At the end of each school year, a maximum of two unused personal days shall be added to the Unit member's accumulated sick leave. The remaining unused personal days shall be forfeited.

3. Death in the Family

In the event of death in the family of a Unit Member, that Unit Member shall be granted up to five (5) days leave, per death; exclusive of sick leave.

4. Vacation

- a. All twelve-month unit members shall be awarded twenty (20) days of vacation annually on July 1st. The vacation leave benefit for a unit member employed in an eleven-month position shall be prorated.
- b. Unit members may carry over ten (10) vacation days into the next fiscal year. **Unit members may elect to sell back up to three (3) of their carry over days by giving the District notice of this election by May 31st.** The number of vacation days shall not exceed thirty (30).
- c. In the event of severance from District employment for any reason, Unit members shall be paid for unused vacation days at the per diem rate. This money will be deposited in a non-elective 403(b). If the severance occurs before June 30th, vacation days for the purpose of calculating any "pay back" to the District, will be considered to have been earned at the rate of 1/12 of the total allocation per month.
- d. Unit members will make every effort to take vacation time when school is not in session, with the exception of the Director of Facilities.
- e. The days that the District is closed because of a national or state holiday or for any other reason shall not be charged against a Unit Member's vacation.

5. Deduction of Pay

Pay will be deducted for any unauthorized leave.

B. Unpaid Leaves

1. Personal Leave Without Pay

A leave of absence without pay or increment may be granted to Unit Members at the discretion of the Board in cases of special need.

2. Parenting Leave

- a. A Unit Member who anticipates becoming a parent and anticipates leave related to such event shall, within 90 days of becoming aware of the likelihood of such event, notify the Board in writing. Earlier notification would be appreciated.
- b. A Unit Member who anticipates becoming a parent may request parenting leave after the Unit Member notifies the Board as set forth above.
- c. Under normal circumstances, a Unit Member shall notify the Board at least sixty (60) days prior to the taking of parenting leave. Under normal circumstances, a Unit Member shall notify the Board at least sixty (60) days prior to returning from parenting leave. If possible, return from such leave will be coordinated to occur at a normal break in the school year (beginning of a new school year or semester.)
- d. For non-tenured Unit Member, parenting leave shall be an interruption of the probationary period and not in lieu of service in meeting the requirement for serving a probationary period.
- e. Such leave shall continue for a period not exceeding fifteen months from the date of birth or from the date a child is placed with the Unit Member in anticipation of adoption. A Unit Member will not accumulate additional sick leave days during parenting leave.
- f. To the extent any of the foregoing provisions are in conflict with any provisions of federal or state law which may not be modified by contract between the parties, the provisions of the federal or state law shall govern.

3. Disability Leave

- a. If a Unit Member leaves work due to physical disability, the Unit Member shall be entitled to apply his or her accumulated sick leave to the time he or she is absent due to this disability.

A pregnant Unit Member may continue working as late as she

desires in her pregnancy provided that she is physically able to perform her duties.

- b. Pregnancy will be treated as any other temporary disability for all job-related purposes. Those women disabled due to pregnancy may use the sick leave benefits for which they were eligible during the period of disability. Only the rules that govern general sick leave and general disability leave shall govern pregnancy.

C. Resumption of Benefits After Leave

All benefits to which a Unit Member was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave will be restored to him/her upon his/her return, and he/she will be assigned to the same position which he/she held at the time said leave commenced.

D. Request for Extension of Leave

All requests and grants of extension or renewals of leave will be in writing.

Article IV - Changes in Organizational Structure

The Superintendent shall notify LASO when changes in the organizational structure of the District which would result in an addition to or reduction of positions represented by LASO.

LASO, consistent with statutory provisions, reserves the right to demand impact bargaining on any changes affecting the terms and conditions for employment of Unit members which are subject to mandatory bargaining.

Article V - Employee Rights

A. Personnel File

1. The District shall maintain one (1) personnel file for each Unit member which shall be located in the Office of the Superintendent.
2. All documentation on the performance of the Unit member and any disciplinary or counseling action taken by the District shall be filed only in the personnel file. Unit members shall indicate on the document their knowledge that it is being placed in the personnel file.
3. The Unit member shall be given access to the personnel file within 24 hours.

4. Unit members shall be permitted to place in the personnel files written comments on any material placed in the file.

B. Representation

1. The District shall notify the LASO President when a Unit member is notified that he/she is being investigated based on a complaint from a student, staff member, parent, or member of the community.
2. A Unit member will be advised of the subject content of a scheduled meeting that could result in disciplinary action.
3. A Unit member shall have the right to have a LASO or SAANYS representative present at any meeting.

C. Due Process-Certified Probationary Employees

1. In addition to statutory procedural protections, certified probationary administrators shall be granted the opportunity to appear before the Board of Education in executive session in the event that the Superintendent has recommended the termination of the probationary Unit member for either discipline, budgetary, or programmatic reasons. Unit members have the right to be represented at this meeting by LASO and/or SAANYS representatives.

D. Due Process-Civil Service Permanent Employees

1. In addition to statutory procedural protections, civil service permanent, competitive employees and eligible non-competitive employees shall be permitted to exercise the terms and conditions of Article VI of this Agreement in the event the District acts to involuntarily terminate or discipline a Unit member.
2. Charges against the Unit member shall be substantive, detailed, and specific and termination must be predicated on the initial charges.

**Article VI - Grievance Procedure
And Resolution Of Association-Board Disagreements**

A. Purpose

It is the purpose of this procedure to secure, at the lowest possible level, equitable solutions of alleged grievances of Unit Members and to provide for resolution of disagreement between the two parties to this agreement.

B. Definitions

A grievance is an alleged violation of a specific article or section of this agreement.

C. Procedures

1. A Unit Member who has a grievance may, if he/she wishes, ask LASO to assist him/her, to advise him/her, or to represent him/her at any stage in the adjustment of his/her grievance.
2. A Unit Member who has a grievance may, if he/she wishes, ask LASO or other representative to assist him/her, to advise him/her, or to represent him/her, or to refrain, at any stage in the adjustment of his/her grievance.
3. The Board and LASO agree to facilitate any investigation which may be required and to make available relevant documents and records concerning the alleged grievance.
4. All documents and records dealing with the processing of a grievance shall be preserved.

D. Time Limits

1. The time limits specified in this article may be extended only by mutual agreement. The term "days" refers to business days.
2. All alleged grievances shall be brought to the attention of the Superintendent by any aggrieved party within thirty (30) days of the time the aggrieved party knew of the act or conditions involved.
3. If the 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 will be barred.

E. Stages of the Procedure

1. Grievance
Any aggrieved party will discuss its alleged grievance with the Superintendent with the objective of resolving the matter informally. If the grievance is not resolved informally or if the aggrieved party wishes to appeal the decision of the Superintendent, the aggrieved party will proceed as follows:
2. Stage 1
The aggrieved party will present in written form the matter of grievance to

the Superintendent. The written report shall include the names of all persons relevant to the alleged grievance, the times and places involved, a general statement of the nature of the grievance, the redress sought by the aggrieved party. The Superintendent shall render a written decision on the grievance within five (5) days after receipt of the complaint. If an appeal from the Superintendent's decision is desired, such appeal must be requested in writing to the Superintendent of Schools within five (5) days of the decision.

3. Stage 2

If the aggrieved party is not satisfied with the decision at Stage I, an appeal shall be filed in writing with the Board within three (3) days after the decision at Stage

- a. The Board shall hold a hearing on the grievance in executive session to include parties of interest within thirty (30) days of receipt of the written appeal. The Board shall render a decision, in writing, on the grievance within five (5) days of the hearing.

4. Stage 3 (Arbitration Stage)

- a. After such hearing, if the Unit Member or LASO are not satisfied with the decision at the Board stage, and LASO determines that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Board of Education within fifteen (15) days of the decision at the Board stage.
- b. Within ten (10) days after such written notice of submission to arbitration, the Board of Education and LASO will agree upon a mutually acceptable arbitrator competent in the area of grievance and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an 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.
- c. The selected arbitrator will hear the matter promptly and will issue his/her decision no later than thirty (30) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date of the final statements and proofs that have been submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the Issues.
- d. The arbitrator shall have no power or authority to make any

decision which requires the commission of an act prohibited by law which is violative of the terms of this Agreement.

- e. The decision of the arbitrator shall be final and binding upon all parties.
- f. The costs for the services of the arbitrator will be borne equally by the Board of Education and LASO.

Article VII Salary, Reimbursements, And Fringe Benefits

A. Salary

Unit members shall have their base salary increased on ~~July 1, 2014 by 3.0%, on July 1, 2015 by 3.0%, on July 1, 2016 by 3.0%, and on July 1, 2017 by 3.0%.~~ **July 1, 2018 by 3.0%, on July 1, 2019 by 3.0%, on July 1, 2020 by 3.0%, and on July 1, 2021 by 3.0%.**

B. Conference Expenses

Unit Members attending professional conferences shall be compensated in the following manner:

1. The District will cover reasonable expenses for meals and lodging in full for all conferences, which have been approved.
2. Registration fees.
3. Travel: Mileage at the I.R.S. reimbursement rate to any conference in New York State; airline or bus or train fare to any conference in New York State; up to seven hundred dollars (\$700) to a conference outside New York State with advanced approval by the Superintendent.

Note: Only expense vouchers accompanied by receipts will be reimbursed by the District Office.

C. Health Insurance

1. Active bargaining unit members will contribute the following rates for health insurance coverage under the a health insurance plan as provided for by the T.S.T. Health Consortium or a substantial equivalent.

	Individual	Family
July 1, 2014	20%	20%
July 1, 2015	20%	20%
July 1, 2016	20%	20%
July 1, 2017	20%	20%

2. The prescription drug co-payment shall be three-tier: \$0 Tier I drugs, \$10 Tier II drugs, and \$25 Tier III drugs.

Health insurance major medical deductibles shall be \$150/\$450.

3. Effective July 1, ~~2018~~ ~~2015~~, active bargaining unit members who retire under the terms of this Agreement, and pursuant to their respective retirement system, the health insurance eligibility and contributions after retirement shall be:

Less than six (6) years of service with the District – COBRA will apply.

*Six (6) years to ~~twelve (12)~~ **eleven (11)** years of service with the District – Retirees can buy insurance ~~at one hundred percent (100%) contribution by~~ **contributing 50%** of the premium **payments.***

*Twelve (12) years to ~~twenty (20)~~ **nineteen (19)** years of service with the District – ~~District shall pay fifty percent (50%)~~ **Retirees can buy insurance by contributing 25%** of the premium **payments.***

*Twenty (20) or more years of service with the District – ~~District shall pay the rate the District~~ **Retirees can buy insurance by contributing the same rate toward premium payments that the unit member paid** for active coverage on the final day of service before retirement.*

4. Beginning on July 1, 2003, bargaining Unit Members who qualify for health insurance after retirement will continue for their lifetime the cost-sharing that is in effect on their final day of work before retirement.
5. Any member of the bargaining unit who does not participate in the District health insurance plan will receive an annual stipend of \$2,000. Individuals who do opt out may opt back into the District plan each year during the July open enrollment period. Individuals who have opted out may opt back in during the course of a fiscal year only when there has been a life-altering event.
6. Any Unit member, with ten or more years of service to the District may, upon retirement, sign a waiver of District health insurance at Medicare eligibility for both the member and spouse and receive a one-time stipend of \$20,000 deposited into a non-elective 403 (b) retirement plan. The employee must notify the District of his/her intent to retire by February 1st of the fiscal year prior to his/her planned retirement in order to receive this benefit. The Superintendent may extend this date at his/her discretion.

D. Dental Insurance

The District will pay dental insurance premiums under the dental insurance plan mutually agreed to by the Lansing Faculty Association Senate and the District.

Employee	Family
100%	100%

The District's cost for individual and family dental insurance shall not exceed eight thousand dollars (\$8,000) for the unit. Unit Members shall be responsible for all premium costs over \$8,000 annually.

E. Eligibility Rules for Health and Dental Insurance

1. Unless the carrier then providing insurance coverage for the District requires otherwise, the following provisions shall apply:
 - a. Coverage for the newly hired Unit Members shall become effective on the date the employee's appointment is effective.
 - b. Coverage for employees who enroll or change enrollment at a time after their date of initial hire will become effective on the first day of the month following enrollment.
 - c. Eligible participating employees will be continued in the plan until participation is withdrawn in writing.
 - d. Where circumstances warrant, the Superintendent may waive one or more of the above requirements.
2. If the carrier's requirements are more restrictive, they shall supersede the requirements listed in item "D-1."

F. Personal Injury Benefits

1. Whenever a unit member is absent from his/her employment or unable to perform his/her duties as a result of accident or injury occurring in the course of his/her employment, he/she will be paid eighty percent (80%) of his/her full salary (less the amount of any workers' compensation award made in lieu of salary for temporary disability due to said accident or injury) for the period of absence not exceeding six months.

In cases where a unit member is absent from his/her employment or unable to perform his/her duties as a result of assault occurring in the course of his/her employment, he/she will be paid one-hundred percent (100%) of his/her salary (less the amount of any workers' compensation award made in lieu of salary for temporary disability due to said accident or injury) for the period of absence not exceeding six months. The

determination as to whether there has been an assault will be made by the District on a case-by-case basis and such determination shall not be subject to the grievance procedure.

No part of such absence, not exceeding six months, will be charged to the Unit member's annual or accumulated sick leave.

2. The District will reimburse a Unit Member for the cost of medical, surgical, hospital, prescription, and therapeutic services (less the amount of any insurance reimbursement) necessitated by any injury or assault sustained while he/she is acting in the discharge of his/her duties within the scope of his/her employment or under the direction of the Board or its agents.
3. Association members shall report within 72 hours any incident where they believe they have been assaulted by a student, staff member, parent, or member of the community in connection with their employment during their work day or while on school business to the Superintendent. The Superintendent shall acknowledge receipt of such report and shall report this information to the Board and Association President.
4. Upon submission of a valid claim form, the District shall replace or repair dentures, eyeglasses, hearing aids or similar bodily appurtenances, and clothing or other personal property damaged, destroyed, or lost as a result of an assault upon an Association member or his property when such assault occurred during the regular work day or while on school business. The District shall pay only those costs not covered by insurance and the maximum amount per incident shall be \$1000.

G. Flexible Spending Plan

The District will set up and maintain the BC&S Associates Best Flex Spending Program or an equivalent plan with the same features offered by such plan. Such plan shall be limited to medical care reimbursement and dependent care reimbursement.

The District will pay all administrative costs associated with the Medical Care Reimbursement Account and the Dependent Care Reimbursement Account.

H. Per Diem Rate

In the event that the parties agree to additional compensation at a "per diem rate" or if there is to be a repayment to the District by a unit member based on a "per diem amount," the calculation of the per diem rate/amount for twelve (12) month employees will be 1/240th of the unit member's annual base rate and for eleven (11) month employee(s) it will be 1/220th of the unit member's annual

base rate. This section is not meant to supersede any of the compensation otherwise set forth in the agreement, which sets forth the agreed upon amounts at something other than a "per diem" rate.

Article VIII - Professional Development

Each Unit Member will be eligible, annually, to receive reimbursement for graduate course tuition up to six (6) graduate credits to be paid at the SUNY rate or one thousand dollars (\$1,000.00) for professional development. The graduate courses and professional development must be pre-approved by the Superintendent.

ARTICLE IX - Miscellaneous Provisions

Scope of This Agreement

With regard to items not specifically covered in this agreement, it is the intent of both parties to preserve prior rights and conditions of employment as embodied in existing District policy, prior resolutions of the Board of Education, or past practice.

No Reprisals

There will be no reprisals of any kind taken against any employee by reason of his or her membership in LASO or participation in any of its activities which are legal and in conformity with the provisions of this contract.

Negotiation of Matters Not Specified

With respect to matters not covered by this contract which are mandatory subjects for collective negotiations under the law, the District agrees it will make no changes without appropriate prior negotiations with LASO.

Dues Deduction

- A. Authorization of Dues Deduction
The Board of Education of Lansing Central School District agrees to deduct, from the salaries of its employees, dues for the Lansing Administrator Members' and Supervisors' Organization and constitutionally affiliated organizations, as said Unit Members individually and voluntarily authorize the Board to deduct and transmit the monies promptly to the Association treasurer. Unit Members authorizations shall be in writing.

- B. Indemnity and Save Harmless
The Association agrees to save and hold harmless the Board of Education and the Superintendent for any and all damages and liabilities including expenses of litigation claimed by any member of the unit as identified in the recognition

clause after dues have been properly collected and distributed to the Association.

Accumulated Sick Leave Cash-In

Any member of the Association who retires from the District with a minimum of eight (8) years employment with the Lansing School District shall be permitted to cash-in unused sick days at the rate of \$100 per day not to exceed ~~200~~ 225 days. The cash-out shall be paid into a non-elective 403(b) retirement plan.

Technology Stipend ~~Cell Phones~~

The District will provide a fifty-five dollar (\$55.00) monthly allowance to each unit member, prorated and paid through the District's usual payroll process. This allowance is to assist with the expense of the unit member's personal technology including but not limited to internet access, computer, cell phone usage including cellular data plan. It is understood that unit members shall carry a phone with data plan so that emails and texts can be received on his/her person at all times while on duty. The Supervisor of Buildings and Grounds shall not be required to have a phone with a data plan and the District will provide him with a monthly stipend covering the cost of the phone.

~~The District will provide Unit members with a monthly stipend of \$55.00 provided that the unit member has a phone with data plan so that emails can be received, and the Unit member carries that phone on his/her person at all times while on duty. The Supervisor of Buildings and Grounds shall not be required to have a phone with a data plan and the District will provide him with a monthly stipend covering the cost of the phone.~~

Additional Group Benefits

The Superintendent and Association President shall appoint two persons each to meet as a joint committee to review Association proposals for additional group benefits presented during the bargaining process. The joint committee shall present to the Superintendent a recommendation by February 1, 2011. The negotiating teams shall then meet to bargain for any additions benefits to the collective bargaining agreement.

Tuition Waiver

Members of the negotiating unit who reside outside of the District's boundaries may elect to have their child/children attend school in the Lansing Central School District without the payment of tuition. Additionally, if an administrator dies while working at LCSD and his/her child/children are attending LCSD, the children will be allowed to continue attending LCSD without paying tuition until the child/children graduates from LCSD. If the non-resident children have a break in enrollment at LCSD they are no longer eligible to attend LCSD as non-resident children. If the non-resident children require extraordinary services, the tuition charged will not exceed the tuition rate established by the Board of Education for non-residents.


Transportation is not provided for non-resident unit members' children.

Article X - Duration of Agreement

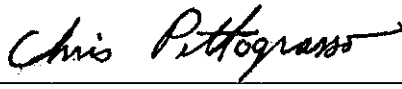
The term of this agreement shall be for four (4) years from July 1, ~~2018 2014~~ through June 30, ~~2022 2018~~.

It is agreed by and between the parties that any provisions of this agreement requiring legislative action to permit its implementation, by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

AGREEMENT



Christine Rebera ~~Kathy Rourke~~
President
For the Association



Chris Pettograsso
Superintendent
For the District

8/21/18
Date

8/15/18
Date