

AGREEMENT

Between

The Fair Lawn Board of Education

And

The Fair Lawn Administrative and Supervisory Association

July 1, 2004 - June 30, 2007

Fiscal Year

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PREAMBLE

This Agreement entered into this 14th day of July, 2004, by and between the Fair Lawn Board of Education, County of Bergen, Fair Lawn, New Jersey, hereinafter called the "Board", and the Fair Lawn Administrative and Supervisory Association, hereinafter called the "A and S Association".

WITNESSETH

WHEREAS the Board has an obligation pursuant to NJSA 34:13A-1 et seq. to negotiate with the A & S Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, AND

WHEREAS the parties have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the following mutual covenants it is hereby agreed as follows:

\* \* \* \* \*

ARTICLE I

RECOGNITION

- I. The Board recognizes the Administrative and Supervisory Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all administrative and supervisory personnel including:

High School Principal  
Middle School Principal  
Vice Principal, High School  
Vice Principal, Middle School  
Elementary School Principal  
Director of Athletics  
Director, Special Education  
Director, Elementary Curriculum and Instruction  
Subject Supervisor  
Assistant Principal, High School

But excluding:

Superintendent of Schools  
Assistant Superintendent-Education  
Business Administrator/Board Secretary  
Director, Human Resources

In the event additional administrative positions are established by the Board requiring administrative/supervisory certificates, these positions shall be covered under the agreement.

ARTICLE II

SALARIES AND OTHER COMPENSATION

- II. The Salary Schedule for Twelve, Eleven and Ten Month Professional Personnel shall be as indicated in the attached schedules.
- III. It shall be clearly understood by both parties that the general salary schedules do not guarantee an automatic salary increase. The Board reserves the right to withhold for inefficiency or other good cause, any and all employment, adjustment and/or increments. (An adjustment is that portion of a salary increase attributable to changes made in the salary schedule and/or movement by an individual from one position to another position on the schedule. An increment is that portion of a salary increase attributable to movement by an individual to a higher step on the schedule for a particular position.) In the event that the Board wishes to exercise such a right, it does hereby agree to follow this procedure:
- A. Whenever the Superintendent of Schools decides to submit a recommendation to the Board to withhold a salary adjustment and/or increment, the employee to be so deprived shall be put on notice of this recommendation by April 30.

SALARIES AND OTHER COMPENSATION (continued)

- B. Arrangements shall be made to afford said employee a reasonable opportunity to speak in his own behalf before the Board, within thirty days of notification. Such a meeting before the Board shall not constitute a plenary hearing.
  - C. The Board will not take necessary formal action until a date subsequent to the above meeting.
  - D. If the resultant action of the Board is to withhold an adjustment and/or increment, it shall, within ten days of said action, give written notice of such action, together with the reasons therefore, to the employee concerned.
  - E. Where an employee's increment and/or adjustment has been withheld, at the sole discretion of the Board of Education the employee may subsequently be placed on a step of the current guide which he would have occupied had the increment or adjustment not been withheld.
- IV. Salary credit for experience shall be granted at the beginning of each school year. All members of the unit not at maximum will be moved one (1) step on the salary guide annually until they have reached maximum on the guide.
- V. Effective July 1, 2004, an annual stipend of \$2,000 shall be established to recognize any member holding a Doctorate degree.
- VI. Placement on the salary schedule shall be not less than the minimum or more than the maximum.
- VII. Those administrative and supervisory positions set forth within this Agreement not covered by New Jersey Statutes shall enjoy the status of tenure in Fair Lawn as if the position were covered by New Jersey Statutes.
- G. Effective July 1, 2004, whenever a new employee shall accept employment as a member in the Fair Lawn School District, his/her initial placement on the salary schedule shall be at such point as may be agreed upon by the member and as recommended by the Superintendent of Schools for the approval of the Fair Lawn Board of Education. It is understood that a newly hired employee will be placed on a salary step that is commensurate with his or her prior administrative/supervisory experience.
- H. When a pay day falls on or during a school holiday, break or weekend, administrators shall, if possible, receive pay checks on the last previous working day.
- I. Employees covered under this Agreement shall be compensated at a mileage rate to be adjusted to the prevailing rate in the district, for the use of his/her own automobile when it is used in the performance of his/her job. Compensation for the use of the individual's automobile shall be limited to automobile use to attend conferences and/or visitation outside the district with mileage calculated from school assignment to conference/visitation site and return.
- J. That pay for days worked outside the contracted work year for those who are not Twelve month employees shall be as follows:
- A. Per Diem rates will be computed as 1/210 of the individual's current applicable salary on the guide for 11 month employees and 1/200 for 10 month employees.

## SALARIES AND OTHER COMPENSATION (continued)

- B. The above per diem rate shall be for work days of four (4) hours or more. If less than four (4) hours are worked the per diem rate shall be one-half.
- C. Acceptance of such work may be refused by the employee without prejudice.
- K. Employees required to accompany students on an over-night field trip shall be compensated an additional one hundred and fifty dollars (\$150) per night.
- L. Effective July 1, 1997, every employee who completes 8 continuous years of service in the Fair Lawn School District in an administrative or supervisory position covered by this Agreement and who continues to be a member of the FLASA collective negotiations unit will, commencing July 1 of the school year following the completion of 8 years of service and every school year thereafter, receive a salary payment of \$800 in addition to the salary paid pursuant to the salary guide. Upon completion of 16 years of continuous service in an administrative or supervisory position covered by this Agreement, each employee will receive an additional payment of \$800, for a total payment of \$1,600 in addition to the salary paid pursuant to the salary guide. Upon completion of 24 years of continuous service in an administrative or supervisory position covered by this Agreement, each employee will receive an additional payment of \$800, for a total payment of \$2,400 in addition to the salary paid pursuant to the salary guide. Upon completion of 32 years of continuous service in an administrative or supervisory position covered by the Agreement, each employee will receive an additional payment of \$800, for a total payment of \$3,200 in addition to the salary paid pursuant to the salary guide. Upon completion of 40 years of continuous service in an administrative or supervisory position covered by this Agreement, each employee will receive an additional payment of \$800, for a total payment of \$4,000 in addition to the salary paid pursuant to the salary guide. All payments made pursuant to this paragraph will be paid in equal payroll installments as part of the employee's annual salary, and will be subject to appropriate payroll deductions.

## ARTICLE III

### INSURANCE BENEFITS

#### A. Health Insurance

- 1. Effective July 1, 2004, each new employee who is appointed during the summer months up to and including September 1 for the 2004/2005 and following school years, will be eligible to enroll in the POS Horizon Health Insurance Program only. Health coverage for newly hired employees is effective on September 1<sup>st</sup> for the school year in which they are hired. Employees appointed after September 1<sup>st</sup> may enroll in the POS Horizon Health Insurance Program to become effective on the first of the month following the date they complete two months of continuous service with the Board. The dependent coverage for those enrolling dependents will become effective on the same date. Upon completion of three years consecutive service, and renewal of employment for the following school year, these newly hired employees will be eligible to transition to the PPO Horizon Health Insurance Program, upon request, to be effective September 1<sup>st</sup> of their fourth consecutive year of service in the district.

Effective July 1, 2004, any newly hired employee to the district may elect to personally contribute the difference in premium costs to immediately enroll in the PPO Horizon Health Insurance Program instead of the POS Horizon Health Insurance Program.

## INSURANCE BENEFITS (continued)

2. The Board shall provide each employee with a description of the Health Insurance coverage provided by the beginning of the school year. This information shall include a clear description of conditions and limits of coverage provided.
3. The Health Insurance shall provide coverage as offered by New Jersey Blue Cross/Shield Blue Card PPO Plan or equivalent, shall be detailed in Master Policies and Contracts and shall include, but not be limited to:
  - a. Payment of semi-private room, board and miscellaneous costs.
  - b. Out-patient benefits.
  - c. Payment for laboratory fees, diagnostic expenses and therapy treatments.
  - d. Payment for maternity costs.
  - e. Payment for surgical costs.
  - f. Major Medical coverage up to \$1,000,000.
4. The Board shall contribute toward the premium cost of Health Insurance coverage as outlined above, in the following manner:
  - a. The Board shall pay the full premium cost for each employee and any of the employee's dependents.

### B. Dental/Prescription/Long Term Disability/Optical

1.
  - a. Effective July 1, 2004, the Board of Education shall pay up to an additional \$400.00 per employee over and above the current payment of \$2,800. Said payment will be used to keep the dental and/or prescription and/or long term disability and/or optical policy at the 2003-2004 benefit levels. Should the premium increase be less than \$400 for this school year, then and in that event, the Board of Education will pay only the amount of money necessary to keep the plans at the 2003-2004 benefit levels."
  - b. Effective July 1, 2005, the Board of Education shall pay up to an additional \$400.00 per employee over and above the current payment for the 2004/2005 School Year. Said payment will be used to keep the dental and/or prescription and/or long term disability and/or optical policy at the 2003-2004 benefit levels. Should the premium increase be less than \$400 for this school year, then and in that event, the Board of Education will pay only the amount of money necessary to keep the plans at the 2003-2004 benefit levels.
  - c. Effective July 1, 2006, the Board of Education shall pay up to an additional \$400.00 per employee over and above the current payment for the 2005/2006 School Year. Said payment will be used only to keep the dental and/or prescription and/or long term disability and/or optical policy at the 2003-2004 benefit levels. Should the premium increase be less than \$400 for this school year, then and in that event, the Board of Education will pay only the amount of money necessary to keep the plans at the 2003-2004 benefit levels.

INSURANCE BENEFITS (continued)

- d. Should the premiums for the 2004-2005 or 2005-2006 School Years be less than required to keep the benefit levels at the 2003-2004 level, then the remaining money may be used to supplement the subsequent School Years, if necessary, to keep the plans at the 2003-2004 benefit levels. Through June 30, 2007, if all of the \$1,200 has not been used to supplement the ancillary benefit cost of subsequent school years, the remaining money will revert back to the Fair Lawn Board of Education.
2. Where an employee is covered by a long term disability policy and where the member has accumulated sick leave or extended sick leave available to the expiration of the waiting period, the following shall apply:
  - a. Any member who has a disablement that continues through the "waiting period" shall file a claim for benefits under the terms of the insurance policy maintained pursuant to this section, no later than 5 days immediately following the expiration of the "waiting period".
  - b. Any insurance proceeds received or entitled to be received by any member, under the terms of the insurance policy maintained pursuant to this section will be assigned or otherwise paid by him or her to the Board, to the extent that the member uses any or all of his or her accumulated or extended sick leave for the coincident period covered by the proceeds.
  - c. Payment of accumulated or extended sick pay, and the right to retain such payments, shall be conditional upon the member complying with all provisions of this section.
  - d. The intent of these provisions is that the Board will receive the disability insurance proceeds paid under this section for the period covered by any accumulated or extended sick leave payments, and that its sick pay expenditures will be reduced accordingly.
3. A physical examination at the expense of the current District Health Insurance Program shall be provided to all Administrative and Supervisory personnel in accordance with the following schedule and subject to the following conditions:

Up to age 50	every other year
Age 50 and over	annually

The examination will be done by the Hackensack University Medical Center, Executive Health, or other comparable facility. The extent of the examination shall be determined by the Board of Education. In the event that the current Health Insurance Program does not cover the cost of this examination in full, the Board of Education will reimburse the employee for any co-pay cost incurred.

4. Waive of Insurance Coverage - Effective July 1, 2004, all employees will have the option to waive insurance coverage and receive payments as follows:

<u>Eligible for:</u>	<u>Waiving/opting:</u>	<u>Incentive:</u>
Single	waiving all	\$2,000
Husband/wife	waiving all	\$5,000
Husband/wife	opting single	\$2,000



Family	waiving all	\$6,000
Family	opting single	\$2,000
Parent/child	waiving all	\$2,000
Parent/child	opting single	\$1,000

INSURANCE BENEFITS (continued)

Employees waiving coverage must show proof of alternate coverage. Employees who voluntarily act under this provision shall be reimbursed for COBRA coverage in the event same becomes necessary until the next open enrollment period. The Board shall be entitled to off-set any COBRA reimbursement against 'opt-out' payments received for a period for which COBRA reimbursement is made. Payments shall be made one half in December and one half in June of each year.

ARTICLE IV

WORK YEAR AND VACATIONS

A. Twelve Month Employees

1. Unless requested to work by the Superintendent of Schools, all twelve (12) month employees covered by this Agreement shall be entitled to a full December break, all holidays listed on the Board's school calendar, as well as independence Day and Labor Day. If a twelve (12) month employee is requested to work during any of the December break time or holidays, he/she shall be entitled to such compensatory time as may be approved by the Superintendent of Schools.

The total number of vacation days within any school year for employees hired on or after July 1, 1997 shall be twenty (20) days, upon completion of one (1) year of employment, plus the full December break. Upon completion of two (2) years of employment, employees hired on or after July 1, 1997 shall be entitled to twenty (20) days of vacation, plus the full December break. Upon completion of three (3) years of employment, employees hired on or after July 1, 1997 shall be entitled to twenty (20) days of vacation, plus the full December break. Upon completion of four (4) years of employment, employees hired on or after July 1, 1997, shall be entitled to twenty-five (25) days of vacation, plus the full December break. Vacation days for administrators employed after June 30, 1994, must be taken after the first full year of employment. Exceptions must be approved by the Superintendent of Schools. Upon termination of employment for any reason, unused vacation will be paid at the current per diem rate. For those employed during a school year, vacation days will be prorated and must be taken in the following year, beginning July 1<sup>st</sup>.

These 20 or 25 days shall be taken during the summer and/or the winter and spring break periods. All vacation arrangements must have the prior approval of the Superintendent of Schools.

Unless prior approval has been granted by the Superintendent, the High School shall be provided with building coverage by having at least one administrator during vacation periods, specifically any of the following: Principal, Vice Principal, or Director of Athletics.

Vacation days shall not be cumulative from one school year to another. Exceptions may be made if an Administrator or Supervisor is requested to work during a vacation period by the Superintendent of Schools.

In such cases, the Administrator so affected may be permitted, at the discretion of the Superintendent of Schools, to apply his unused vacation days to a mutually agreed upon time within

the same school year or to the following year. In no event shall unused vacation days be accumulated beyond the school year following the initial request to work during a vacation period.

All vacation plans must be submitted to the Superintendent for approval ten (10) school days prior to a vacation period which occurs during the school year and one month prior to the summer vacation  
WORK YEAR AND VACATIONS (continued)

period. Any exception to this Article must have prior approval of the Board of Education. If and when a twelve (12) month position is changed to a ten (10) month position, it is understood that the person affected by such a change shall be entitled to compensation for any and all earned vacation time on a pro rata basis.

If and when a twelve (12) month position is changed to an eleven (11) month position, or an eleven (11) month position is changed to a ten (10) month position, it is understood that the person affected by such a change shall be entitled to compensation for any and all earned vacation time on a pro rata basis.

All twelve (12) month employees shall receive twelve (12) sick days per year which shall be credited in accordance with the customary district practice.

In such cases, the Administrator so affected may be permitted, at the discretion of the Superintendent of Schools, to apply his unused vacation days to a mutually agreed upon time within the same school year or to the following year. In no event shall unused vacation days be accumulated beyond the school year following the initial request to work during a vacation period.

All vacation plans must be submitted to the Superintendent for approval ten (10) school days prior to a vacation period which occurs during the school year and one month prior to the summer vacation period. Any exception to this Article must have prior approval of the Board of Education.

If and when a twelve (12) month position is changed to a ten (10) month position, it is understood that the person affected by such a change shall be entitled to compensation for any and all earned vacation time on a pro rata basis.

If and when a twelve (12) month position is changed to an eleven (11) month position, or an eleven (11) month position is changed to a ten (10) month position, it is understood that the person affected by such a change shall be entitled to compensation for any and all earned vacation time on a pro rata basis.

All Twelve (12) month employees shall receive twelve (12) sick days per year which shall be credited in accordance with the customary district practice.

## B. Eleven Month Employees

- D. The Work year for an eleven (11) month employee shall be 210 days. The 210 days shall include (a) the teacher's work year of up to 186 days, (b) the five (5) days immediately before the teachers' work year, and (c) the five (5) days immediately after the teachers' work year.
2. The remaining fourteen (14) days will be attached either immediately before the days in subsection B1 (b) above or after the days in subsection B1(c) above. The Superintendent will prepare the work calendar for eleven (11) month employees in accordance with Section D below.

WORK YEAR AND VACATIONS (continued)

3. The following employees are eleven (11) month employees:

- a. Elementary School Principals
- b. Director, Elementary Curriculum and Instruction
- c. Vice Principals – Middle Schools\*  
Subject Supervisors\*

(\*Vice Principals at the Middle Schools and Subject Supervisors, hired before July 1, 2004, will have the option to choose, effective July 1, 2004 through June 30, 2005 **only**, to remain as ten (10) month employees or request a change in assignment to become eleven (11) month employees. New hires into these positions, on or after July 1, 2004, will be eleven months.)

4. All eleven (11) month employees shall receive eleven (11) sick days per year which shall be credited in accordance with the customary district practice.

C. Ten Month Employees

E. The work year for a ten (10) month employee shall be 196 days. The 196 days shall include (a) the teachers' work year of up to 186 days, (b) the five days immediately before the teachers' work year and (c) the five days immediately after the teachers' work year.

F. In addition to the regular work year, any ten (10) month employee may be assigned to work additional days (called Project Days) by the Superintendent, to perform certain special tasks or studies. Any such days will be attached either immediately before the days in subsection C1 (b) above or after the days in subsection C1 (c) above. The Superintendent will prepare the Project Day assignments for each school year in accordance with Section D below. Acceptance of such work may be refused by the employee without prejudice.

G. Assistant Principals at the High School are ten (10) month employees.

H. All ten (10) month employees shall receive ten (10) sick days per year which shall be credited in accordance with the customary district practice.

D. The Superintendent will develop a tentative work calendar, in consultation with the Association, and transmit it to the Association on or before March 15 (but in no event later than April 1) preceding the commencement of the applicable school year. If there is an emergency situation (as determined by the Superintendent in his discretion), the Superintendent may modify the work calendar after the deadline of the preceding sentence but must notify the Association.

## ARTICLE V

### PROFESSIONAL DEVELOPMENT

- A. A Professional Development Fund shall be set up for each employee to be used for the following items only:
  - 1. Dues to professional organizations except NEA or NJEA.
  - 2. Tuition for courses in the area of present employment.
- B. Each employee's fund will be limited to the following amounts:
  - 1. 2004-2007 - \$950
- C. No monies may be carried over to another fiscal year.

## ARTICLE VI

### CHILD REARING LEAVE

- 1. 1. The Board of Education shall grant a leave of absence for child rearing, herein defined as being during child's first year after birth, without pay, to any member of the Administrative and Supervisory staff. Child rearing leaves for non-tenure personnel shall not extend beyond the school year in which the leave commenced, and under no circumstances shall a staff member attain tenure while on child rearing leave.
  - 2. The Board of Education shall grant a leave of absence without pay for adoption of an elementary age child from birth up to the end of the school year in which the child attains the age of six which shall commence upon receipt of de facto custody of said child or earlier if necessary to fulfill requirements of the adoption. Such adoption leaves for non-tenure personnel shall not extend beyond the school year in which the leave commenced and under no circumstances shall a staff member attain tenure while on an adoption leave.
  - 3. Either of the above leaves shall be for two full years for the first leave and one full year for each consecutive leave. If an employee returns to work for a full year after the first leave, he/she is eligible for another two year leave.
- B. Upon return from leave granted pursuant to Section A of this article, an administrator or supervisor shall be placed at the proper step of the current salary schedule. Time spent on said leave shall not be credited towards the fulfillment of the time requirements for acquiring tenure. No administrator or supervisor shall receive increment credit for time spent on a leave granted pursuant to this article.

- C. All benefits to which an administrator or supervisor was entitled at the time his/her leave of absence in Fair Lawn Public Schools commenced, including unused sick leave accumulated in Fair Lawn, shall be restored to him/her upon his/her return.
- D. Any administrator or supervisor on extended leave must notify the Superintendent of Schools, or his designee, in writing by April 1st of his/her intention to return the following fiscal/school year.
- E. All extensions or renewals of extended leaves of absence shall be applied for in writing by April 1st, and, if granted by the Board, as indicated by its official Minutes of Public Meeting, shall be in writing.

CHILD REARING LEAVE (Continued)

- F. For the purpose of defining the duration of leave in this Article, if more than ninety (90) school days remain from the effective date of the leave until the end of the school year; this period of time shall be considered to be one full year. If ninety (90) or fewer days remain, this period of time shall be considered to be zero years.

ARTICLE VII

TEMPORARY LEAVES OF ABSENCE

A. Temporary Leave of Absence with Pay

The Superintendent of Schools may grant emergency leave to any regularly employed person to a maximum of ten (10) days emergency leave per year, which days shall not accumulate, for the following reasons:

A. Death in the family:

A. Immediate family - 5 days per occurrence

- Husband or Wife
- Children
- Mother or Father
- Sisters or Brothers
- Mother-in-law or Father-in-law
- Daughter-in-law or Son-in-law
- Anyone living in the same domicile at time of death

B. Other family members - 3 days per occurrence

- Grandmother or Grandfather
- Grandmother-in-law or Grandfather-in-law
- Sister-in-law or Brother-in-law
- Grandchildren

c. Death of a relative not a member of the immediate family - 1 day per occurrence.

B. Personal Business/Illness in the Family - 3 days

- A. Personal Business Days shall be used for those things which cannot be done by the employee during other than normal school hours. The Superintendent reserves the right to require verification of same in order to insure proper and intended use of this provision

- B. Personal Business Days may be used by the employee for reasons of illness in the immediate family or illness of one living in the same domicile.
- C. Notwithstanding the above, Personal Business/Illness in the Family days not utilized during the employee's work year shall accrue as additional sick days.
- D. In addition to such accrual as unused sick leave, all personal business days unused during any year shall accrue as terminal leave days referred to under ARTICLE X.
- E. The accrual referred to in 2c and 2d above shall begin in the 1986-87 school year.

TEMPORARY LEAVES OF ABSENCE (continued)

- 3. Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligation cannot be fulfilled on days when school is not in session. An administrator/supervisor shall be paid his/her regular pay to supplement any difference to any pay he/she receives from the state or federal government.

B. Temporary Leaves of Absence Without Pay

Requests for absence not within the limitations of subsections A.1, A.2, and A.3 may be approved without pay by the Superintendent of Schools for a maximum of three (3) days per Administrative and Supervisory member per year.

- C. Other leaves of absence with or without pay may be granted by the Board upon the recommendation of the Superintendent of Schools.
- D. Leaves taken pursuant to Section A.1 above shall be in addition to any sick leave to which the Administrative and Supervisory member is entitled.

ARTICLE VIII

CONVENTION ATTENDANCE

- E. In order to encourage employees to participate actively in meetings of local, county, state and national professional organizations, exclusive of any convention of N.E.A. and N.J.E.A., employee expenses incurred in attendance shall be reimbursed as follows:
  - 1. An allowance of \$250.00 per day for food and lodging to a maximum of \$1,000.00 per person, plus the cost of transportation to a maximum of \$850.00 per person. Where airplane transportation is appropriate, the allowance may be applied only to tourist or coach class.
- F. Requests for permission to attend professional meetings are subject to the approval of the Board of Education. Approval is at the discretion of the Board and may be withheld for reasons such as, but not limited to, budget and impact of time away from school.
- G. Within ten (10) school days following the meeting(s), the employee shall file with the Superintendent of Schools a report of the conference with recommendations for use, if any, by employees and the Board of Education.

ARTICLE IX

## GRIEVANCE PROCEDURE

### H. DEFINITION

- A. A "Grievance" shall mean a claim by an individual, who is represented by the Fair Lawn Administrative and Supervisory Association, that there has been misinterpretation, misapplication, or a violation of Board Policy, this Agreement, or an administrative decision affecting his terms and conditions of employment.
- B. A Grievance to be considered under this procedure must be initiated by an individual, by the completion and execution of the necessary forms within thirty (30) days of the time the individual

#### GRIEVANCE PROCEDURE (Continued)

knew or should reasonably have known of its occurrence. Failure to act within said thirty (30) days shall be deemed an abandonment of the grievance.

- C. An "aggrieved individual" is a person or persons who has/have executed the necessary forms and filed the grievance.
- D. A "party in interest" means an aggrieved individual, his immediate superior, and/or any staff member in the chain of administration below the Superintendent or his designee.
- E. The term "representative" shall constitute the person designated by the Association to represent the Association and/or the aggrieved individual at the grievance proceedings. Nothing herein shall prevent the aggrieved individual from representing himself.  
When an individual refuses representation by the Association, the Association shall have the right to be present and present its views at all stages of the grievance.
- F. The term grievance and these grievance procedures shall not apply to the following:
  - A. To a case arising out of official action of the Board of Education, except as such action shall apply to any Article of this Agreement.
  - B. The failure or refusal of the Board to renew the contract of any non-tenure member of this unit.
  - C. Any case in which the employee is claiming tenure under the provisions of R.S. 18A:28-5 where charges have been brought against such employee pursuant to the provisions of the Tenure Employees Hearing Law R.S. 18A:6-10 et seq.

### I. PURPOSE

The purpose of this procedure is to secure at the lowest possible level, solutions to the problems relating to employment which may from time to time arise affecting members of this unit. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedures.

### J. PROCEDURES

#### A. LEVEL ONE

Any individual who has a grievance shall discuss it first with his immediate superior in an attempt to resolve the matter informally at that level.

B. LEVEL TWO

If, as a result of the discussion, the matter is not resolved to the satisfaction of the individual within five (5) school days, he may set forth his grievance in writing to his immediate superior on the grievance forms provided. The immediate superior shall communicate his decision to the individual in writing, with reasons, within three (3) school days of receipt of the written grievance.

C. LEVEL THREE

The individual, no later than five (5) school days after receipt of the immediate superior's decision may appeal the immediate superior's decision to the Superintendent of Schools or his designee. The appeal to the Superintendent or his designee must be made in writing reciting the matter submitted to the

GRIEVANCE PROCEDURE (Continued)

immediate superior as specified above and his dissatisfaction with the decision previously rendered, furnishing the specific reasons for dissatisfaction. The Superintendent or his designee shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The Superintendent or his designee shall communicate his decision in writing with the reasons to the aggrieved individual.

D. LEVEL FOUR

If the aggrieved individual is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent or his designee, he may within five (5) school days after a decision by the Superintendent or his designee or fifteen (15) school days after the grievance was delivered to the Superintendent or his designee, whichever is sooner, requesting in writing that his grievance be forwarded to the Board of Education.

The Board of Education shall act on the grievance and shall inform the aggrieved individual and the Superintendent or his designee of the decision reached within twenty (20) school days of its receipt by the Board.

E. LEVEL FIVE

A. If the aggrieved individual is not satisfied with the disposition of his grievance at Level Four, or if no decision has been rendered within twenty (20) school days after the grievance was received by the Board of Education, he may within five (5) school days after a decision by the Board of Education, or twenty (20) school days after receipt of the grievance by the Board, whichever is sooner, request in writing that the Association submit his grievance to binding arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to binding arbitration within fifteen (15) school days after receipt of a request by the aggrieved individual. The Superintendent or his designee shall be so notified in writing.

B. Within five (5) school days after such written notice of submission to binding arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall 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 a specified period, a request for a list of arbitrators may be made to the P.E.R.C. The parties shall then be bound by the rules established by AAA in the selection of an arbitrator.



- C. The arbitrator so selected shall confer with the parties within ten (10) school days of his selection. He shall limit himself to the issue(s) presented to him, and shall be without authority to make any decision which requires the commission of an act prohibited by law.
- D. The arbitrator shall ask that all supportive evidence be placed before him. He shall issue a decision within ten (10) school days of the last meeting with the parties. The arbitrator's decision shall be in writing and shall set forth his findings, reasoning, and conclusions on the issue(s) submitted. Copies of the arbitrator's decision shall be issued to the aggrieved individual, the Association and the Board, and shall be binding on the parties.

#### GRIEVANCE PROCEDURE (Continued)

#### K. COST FOR BINDING ARBITRATION

The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

#### L. MISCELLANEOUS

- A. If more than one employee files the same grievance, the Association may request, in writing addressed to the Superintendent or his designee, that the procedures set forth in Levels One and Two be waived and the matter be presented de novo at Level Three and the grievance procedure continue as provided thereafter. The Superintendent or his designee must furnish an answer within five (5) school days. If the reply is in the negative, the employees will continue with these procedures commencing with Level One.
- B. With the exclusion of Level One, all decisions rendered shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.
- C. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.
- D. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent or his designee and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
- E. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated representatives, heretofore referred to in this Article.
- F. Any party in interest may request and be entitled to have a representative present at any meeting or hearing in which he is required to be present or furnish testimony or information relative to a grievance.

- G. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits, unless notice by either party due to illness, shall be deemed to be acceptance of the decision rendered at that step.
- H. It is understood that individuals shall, during and notwithstanding the pending of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall be fully determined.
- I. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.
- J. The grievance procedure shall proceed as set forth hereinabove notwithstanding that school is not in session due to summer vacation, in which event all references herein to "school days" shall mean "weekdays".

## ARTICLE X

### MISCELLANEOUS PROVISIONS

- M. Board Policy #4151.1, Paragraph B.1, shall not apply to the members of the Administrative and Supervisory Association. Any tenure employee, Administrative and Supervisory Association member, may be granted five additional days of sick leave per year at full pay, in addition to the provisions of Paragraph A of Board Policy #4151.1.
- N. It is also agreed that the Superintendent of Schools will not recommend to the Board any change in the Administrative or Supervisory positions, as currently constituted, without his prior discussion with the Administrative and Supervisory Association. Final recommendations to the Board will be made by the Superintendent of Schools.
- O. After the Agreement is completed, it shall be reproduced at the joint expense of both parties within sixty (60) calendar days computed from date of the Agreement execution. Adequate numbers of copies shall be furnished both parties.
- P. The Board of Education and the Fair Lawn Administrative and Supervisory Association agree to commence negotiating the contract for the succeeding school year beginning the second Wednesday in December. Succeeding meetings will be held on a weekly basis, unless other meeting arrangements are mutually agreed upon, until agreement on a contract has been reached.
- Q. If no successor Agreement to this contract has been reached by the termination date of this contract, the provisions of this contract shall continue in force until such time as agreement on a new contract has been reached.
- R. All persons covered by this contract shall be notified in writing of their tentative assignments for the next school year not later than April 30th of the current school year.
- S. The Association shall have the privilege of using school facilities and office equipment at reasonable times, when such office equipment is not otherwise in use. The Association shall provide all materials and supplies. The Association shall be responsible for all reasonable damages incurred and shall be subject to

the provisions of Board Policy No. 1330. In all cases prior permission of the Superintendent or his designee is required. Such permission is not to be unreasonably denied.

## ARTICLE XI

### TERMINAL LEAVE REMUNERATION PROGRAM

- T. Upon termination of a covered employee, for reasons other than unsatisfactory performance, age 50 or over, who has been continuously employed by the Fair Lawn Board of Education for at least ten (10) years, a terminal leave payment shall be made equal to the employee's number of accumulated terminal leave days, multiplied by the daily accumulation rate of \$100.00 per day. The maximum payment under this Article shall be \$15,000.00. When continuous employment is interrupted by non-reappointment due to reduction in force and the administrator or supervisor is subsequently rehired, said service shall be considered as if it were continuous.
- U. The accumulated terminal leave days shall be 100% of the unused regular sick days plus the applicable personal business days as provided in Article VI. Accumulation of the unused personal business days shall begin with the 1986-87 School Year.
- V. All employees covered by this Agreement are eligible to participate in this program. Employees employed for less than a full year shall accumulate a pro-rated share of terminal leave days.
- W. Payment shall be made according to the option selected by the terminated employee. The options available are:
  - A. Lump sum payment-September of school year following termination.
  - B. Lump sum payment-January of the calendar year following termination.
  - 3. 50% September of school year following termination.  
50% January of calendar year following termination.
- X. A. In the event of death of the terminated employee, prior to collecting the full benefits, his or her estate shall be p

- B. If notification of termination has been given during the school year in which termination is to occur, and death occurs after notification but before termination the employee's estate shall be paid inculcated benefits.
- Y. In the event of death of an employee who meets the requirements of age and years of service in the district, his/her estate shall be entitled to all benefits as outlined above.
- Z. If an employee submits his termination/resignation notice after January 1 of the school year in which such notice is to take effect or such termination/resignation is to take effect prior to June 30 of that school year, then such individual shall be ineligible for the terminal leave payment. The only exception to the preceding sentence is resignation for reasons of illness.

### ARTICLE XIII

#### PAYROLL SAVINGS PLAN

Any personnel covered by this contract may elect to have ten per cent (10%) of his/her salary deducted from his/her pay. The money to be deposited in his/her name, in one of the following accounts as he/she may elect:

- A. Columbia Bank
- B. Central Bergen Federal Credit Union
- C. One institution to be chosen by the Association from those institutions made available for this same purpose under the terms of the contract between the Board and the Fair Lawn Education Association.

### ARTICLE XIV

#### SAVINGS CLAUSE

If any provision of this Agreement is, or shall be, at any time contrary to law, then such provision shall not be applicable, performed or enforced. In such event, all other provisions of this Agreement shall continue in effect.

ARTICLE XIV

DURATION

The provisions of this Agreement will be effective as of July 1, 2004, and will remain in full force and effect until June 30, 2007, subject to the right of the Board and the Association to negotiate for a modification of this Agreement. If no successor agreement is reached by June 30, 2007, the terms and conditions of this agreement shall remain in full force and effect until such time as a successor agreement is reached.

The School District of Fair Lawn, New Jersey

By \_\_\_\_\_ Date  
President, Board of Education

By \_\_\_\_\_ Date  
President, Fair Lawn Administrative and Supervisor Association

Attest:

By \_\_\_\_\_ Date  
Secretary, Board of Education

By \_\_\_\_\_ Date  
Secretary, Fair Lawn Administrative and Supervisory Association

