

LYNDHURST BOARD OF EDUCATION

AND

LYNDHURST SUPERVISORS ASSOCIATION

Collective Bargaining Agreement

2012 - 2013

2013 - 2014

2014 - 2015

D

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INTRODUCTION

This agreement, effective July 1, 2012 – June 30, 2015 between the LYNDHURST BOARD OF EDUCATION (hereinafter the Board) and the ASSOCIATION OF LYNDHURST SUPERVISORS (hereinafter the ALS)

WITNESSETH,

WHEREAS, the Board has an obligation, pursuant to Chapter 123 Public Laws of 1974, to negotiate with a representative selected by a majority of employees in an appropriate unit with respect to the terms and conditions of employment pertaining to such unit; and

WHEREAS, the ALS has produced evidence to the satisfaction of the Board that it has been selected by a majority of the employees in the unit hereinafter designated, and is accordingly entitled to be recognized as the exclusive representative for collective negotiation for such unit; and

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

NOW, THEREFORE, it is agreed as follows:

1. The term of the contract shall be three (3) years commencing on July 1, 2012 and terminating on June 30, 2015.
2. The Supervisors' salaries for the period July 1, 2012 through June 30, 2015 shall be in accordance with SCHEDULE "A".

ARTICLE I
RECOGNITION

The Board hereby recognizes the ALS as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all certified personnel called supervisors:

1. All other persons, positions and units not specifically defined above are excluded.
2. Unless otherwise indicated, the term "Supervisor" when used herein shall refer to all persons in the unit above defined.

ARTICLE II
NEGOTIATION PROCEDURE

- A. During negotiation the parties shall meet at mutually agreed upon times and shall freely exchange points of view, and make proposals and counter-proposals. Each party shall be prepared to discuss previously agreed upon agenda.
- B. Neither party in any negotiation shall have any control over the selection of the negotiating representative of the other party.
- C. Each party shall attempt to submit to the other at least two (2) days prior to a meeting an agenda covering matters they wish to discuss. This is not to be construed, however, as a restriction in respect of discussion of matters not on such agenda.
- D. All meetings between the parties for purpose of negotiation shall be scheduled, whenever possible, to take place when the supervisors involved are free from assigned instructional and other educational responsibilities.
- E. When, however, the parties mutually determine that a meeting shall be scheduled during the school day the supervisors involved shall suffer no loss of pay.

ARTICLE III
GRIEVANCE PROCEDURE

1) Definitions

- a. A grievance shall mean any claimed violation or inequitable application of the terms and conditions of this Agreement.
- b. A party of interest is any person or group of persons who have a direct interest in these procedures.
- c. Representative shall mean any person or persons designated in writing by the staff member, supervisor, administrator, superintendent or board of education.
- d. Grievance file shall mean records which are kept separate from any individual's file and documents any grievance the supervisor may have processed of the terms and conditions of employment enumerated in this agreement.

II. Procedures for Resolving Disagreements

- a. As both parties recognize the importance of resolving grievances 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. Time limits specified may, however, be extended by mutual agreement.
- b. Any bargaining unit member who has a grievance shall first discuss the matter with the administrator in an attempt to resolve the matter at that level.
- c. Grievances must be submitted within fifteen (15) school days of its occurrence to the superintendent.
- d. If, as a result of the discussion, the matter is not resolved to the satisfaction of the unit member, they shall set forth their grievance in writing to the principal on the forms provided for that purpose.

The grievance shall state:

1. who is the aggrieved
 2. who is submitting the grievance and/or relationship to the grievance
 3. the dates submitted
 4. the date of the allege grievance
 5. identify the specific law; board rule, regulation, or policy; or article of this agreement that is alleged to have been misapplied, misinterpreted or violated
 6. describe the action causing the misapplication, misinterpretation or violation
 7. describe the injury, or adverse effect
 8. what is the desired remedy
- e. Copies of the completed form shall be given to: the administrator, the superintendent, the Association of Lyndhurst Supervisors, and the

aggrieved. The administrator shall communicate the decision to the staff member within five (5) school days.

- f. If the unit member or the Association is dissatisfied with the decision of the principal, either one may submit the written grievance to the superintendent. This must be done within five (5) school days of the receipt of the principal's decision.
- g. The superintendent shall investigate the grievance and make the decision known in writing within fifteen (15) school days to the staff member and the principal.
- h. If the unit member or the Association is dissatisfied with the decision of the superintendent, either one may submit the written grievance to the board. This must be done within fifteen (15) school days of the receipt of the superintendent's decision. The board will investigate and make its decision in writing through the superintendent of schools within twenty (20) school days. All parties to the action shall receive copies of the decision.
- i. The Association, provided the grievance deals with specific terms and conditions of employment, may within twenty (20) school days as set forth in the agreement, request advisory arbitration pursuant to the rules and regulations of PERC. A request for advisory arbitration shall be made no later than twenty (20) school days following the determination of the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the Association and the Board mutually agree upon a longer period within which to assert such a demand. In the event of arbitration, the cost of the arbitrator's services shall be shared equally by the parties and each of the parties shall bear his own costs.
- j. The arbitrator will be confined to the language of this agreement, and may not add, delete, nor modify any contract language.
- k. Pending the final outcome of the grievance, the aggrieved shall continue to work under the direction of the Board of Education.
- l. Notwithstanding anything to the contrary, it is hereby acknowledged that the final decision with respect to the above policy and all matters affecting the Board and staff is the responsibility of the Board of Education.

ARTICLE IV
SUPERVISOR RIGHTS AND RESPONSIBILITIES

- A. The Board undertakes and agrees that it shall not directly or indirectly discourage, deprive or coerce any supervisor in the employment of any rights conferred by law, that it shall not discriminate against any supervisor with respect to hours, wages or any terms or conditions of employment by reason of his membership in or participation in the activities of the ALS and its affiliates, participation in collective negotiations with the Board, or other proceeding affecting terms and condition of employment.
- B. The Board agrees to furnish to the ALS in response to reasonable request, available non-confidential public information concerning the staff and district.
- C. The unit member shall maintain the right and responsibility to determine grades and other evaluation of student within the grading policies of the Lyndhurst School District based upon the professional judgment of available criteria pertinent to any given subject area or activity for which he/she is responsible. However, a principal may change a grade or evaluation, but the principal must initial the change so recorded.
- D. No unit member shall be prevented from wearing pins or other identification of membership in the ALS or its affiliates.
- E. Faculty Meetings – The notice of and agenda for any meeting shall be given to the Supervisors involved. Supervisors shall have the opportunity to suggest items for the agenda.
- F. No unit member will be assigned a homeroom, study hall, lunch or hall duty unless an emergency situation occurs.
- G. The unit member will teach not more than two (2) periods a day.
- H. Notification of Schedule – Administrators will notify each supervisor in writing no later than the last day of each school year of their tentative schedule for the following school year. This tentative schedule can be changed by the principal if the necessity arises, but the supervisor is to be notified of the change in writing as soon as possible.

ARTICLE V
PROMOTIONS AND TRANSFERS

A. Posting for Promotional Positions

1. When school is in session, a notice shall be posted in each school at least ten (10) school days before the final applications must be submitted. The Superintendent shall acknowledge in writing the receipt of all such applications.
2. Supervisors who desire to apply for a promotional position which may be filled during the summer period when school is not regularly in session shall submit their names to the superintendent, together with the position(s) for which they desire to apply and an address where they can be reached during the summer. The superintendent shall notify such supervisors of any vacancy in a position for which they desire to apply. Such notice shall be as far in advance as practicable. The list shall be valid for only one (1) summer.

B. Certification – In order to be eligible to file an application, the staff member must be certified for the position

C. Request for Transfer – Supervisors who desire a transfer may file a written statement of such desire with the superintendent. Such requests for transfer for the following year shall be submitted not later than March 2. This date is waived if vacancy occurs after March 1.

ARTICLE VI
WORK YEAR

- A. All 10 month supervisors' work year will be defined as one (1) day prior to the opening day of the school calendar to one (1) day after the last day of the school calendar and two days during the summer as mutually agreed upon by superintendent and supervisor. The workday for these non calendar four days will be a four (4) hour day. The workday for all supervisors will be an eight (8) hour day with one (1) hour for lunch and a start time no earlier than 7:30 am.
- B. All 10 month supervisors may work an additional 5 days and be compensated as specified in Article XIII Letter D. These days will be mutually agreed upon by the superintendent and supervisors. Additional days worked will be compensated at the same rate.
- C. All 12 month supervisors will work 12 months, less 25 vacation days.
- D. Supervisors will be dismissed by the superintendent on any day which teachers work four (4) hours.
- E. The day before Thanksgiving will be a four (4) hour day.

ARTICLE VII
SICK LEAVE

- A. All ten (10) month staff supervisors shall be entitled to ten (10) days sick leave each school year. All eleven (11) month staff supervisors shall be entitled to eleven (11) days sick leave each school year. All staff supervisors, whether or not they report for duty on the first official day of the school year, will be entitled to the years additional and accumulated sick leave. Unused sick leave days shall accumulate from year to year with no maximum limit.
- B. A statement of unused sick leave days as of June 30th shall be given in writing to each employee by the following November 1st.
- C. Sick Leave Reimbursement Program
Upon retirement, if the supervisor has completed ten (10) years in any certified position in the district, he/she will be reimbursed for all unused sick leave at the current contractual rate as follows using the formula of one (1) day for every unused day up to a maximum of:

2012-2013	27,000
2013-2014	27,000
2014-2015	27,000

- D. Cumulative Sick Leave Allowances
 - 1. Any supervisor who shall suffer enforced absence due to personal illness or accident for a period of ten (10) days, eleven-month employees eleven (11) days shall receive the benefit of cumulative sick leave allowance as herein defined. It is understood that cumulative sick leave allowance must actually be available before it can be used.

Definition:

Cumulative sick leave allowance is the sum of all unused portions of a supervisor's annual allowance. Thus, the supervisor, in addition to the 10 or 11 days sick leave for the current year, shall be entitled to the unused days of the annual allowance for the past consecutive years service.
 - 2. The accumulation of sick leave allowance shall be limited to consecutive and uninterrupted service.
 - a. A unit member shall be considered as rendering consecutive service as long as he/she or the Board does not officially terminate his service.
 - b. A leave of absence or intermittent absences during the school year shall not be an interruption in service. However, there will be no accumulation of sick leave during a leave of absence.
 - c. An employee who leaves the system shall lose the benefits under the cumulative sick leave plan.

3. A record shall be kept in the Board's office of all absences and the cumulative amount of a sick leave allowance.
4. An absence of more than five (5) days duration must be certified by the personal physician. Salary will be allowed only upon the presentation of the doctor's certificate clearly stating the dates of absence. This applies in cases of personal illness.

ARTICLE VIII
SCHOOL CALENDAR

- A. The ALS will submit to the superintendent prior to February 1 of each year its recommendation with respect to the school calendar for the ensuing school year.

ARTICLE IX
SUPERVISOR EVALUATION

- A. A unit member shall be given a copy of any evaluation report prepared by the unit member's evaluators. No such report shall be submitted to the central office, placed in the supervisor's file, or otherwise acted upon without prior conference with the supervisor. Refusal to attend a scheduled conference will be viewed as insubordination and appropriate discipline will be taken.
- B. The unit member shall sign and date the report. The supervisor's signature shall mean the report has been read, and does not indicate agreement with the report. Refusal to sign will be construed as insubordination and appropriate discipline will be taken.
- C. The unit member shall also have the right to submit a written answer to the report and such answer shall be reviewed and attached to the file copy.
- D. The Board agrees to abide by the rules and laws dealing with individual privacy.
- E. The superintendent shall meet with a committee of the ALS and consider their recommendations in improving the evaluation forms at a time agreeable to both parties.

ARTICLE X
ADMINISTRATION-SUPERVISOR LIAISON COMMITTEES

- A. The superintendent shall use supervisory personnel on the Administrative-Teachers' Central Liaison Committee when feasible.
- B. Members of Association of Lyndhurst Supervisors will be given permission to go to professional education meetings. Professional day forms may be sent to the superintendent or his designee.
- C. Instructional Council
 - a. A sum of \$2,000 shall be set aside to pay the reasonable expenses incurred in connection with Instructional Council sponsored workshops, in service as related education programs.
 - b. Supervisor member of the Instructional Council shall be compensated at the rate of \$750.00 each for their services, per year, and shall receive 2 in-service credits to be counted toward placement on salary guides.

No more than six such in-service credits shall be counted towards placement on the salary guides, and such credits are counted on an annual basis as awarded.

ARTICLE XI
TEMPORARY LEAVES OF ABSENCE

ABSENCE DUE TO OTHER CAUSES

- A. Death in the family. In the case of death in the immediate family defined as father, mother, husband, wife, child, sister, brother, or relative who resides in the home of the employee, an employee shall be allowed a number of days, not to exceed five, without loss of salary. Where long distances are involved, the superintendent is authorized to allow a number of days additional, the total number not to exceed seven (7) without loss of salary.

In the case of the death of an employee's father-in-law or mother-in-law, an absence of three (3) days up to and including the day of the funeral will be allowed without the loss of salary.

In case of the death of an employee's grandfather or grandmother, an absence of two (2) days, up to and including the day of the funeral, will be allowed without loss of salary.

In the case of death of employee's uncle, aunt, niece, nephew, brother-in-law or sister-in-law, an absence of one (1) day up to and including the day of the funeral, will be allowed without the loss of salary.

In allowance of one (1) day shall be granted to attend the funeral of a friend of the employee without loss of pay. This allowance shall be limited to one (1) such paid allowance per school year.

- B. Absences for Court Subpoena will also be allowed when the employee is not the petitioner or the plaintiff.
- C. Absences for quarantine will be allowed.
- D. Absence for professional business will be allowed with the consent of the superintendent of schools without deduction.

Professional business is defined as a workshop, conference or educational program related to the supervisor's subject field and approved by the superintendent of schools. The unit member shall be reimbursed mileage according to state regulation for transportation and 100% for workshop registration. Unit members required to use their own automobiles during the course of the school day for school business shall maintain liability insurance on such vehicle in accordance with law.

- E. Two days absence for personal or business reasons shall be granted without deductions in pay, and shall not require permission of the superintendent of

schools. Personal days shall not be used for job action, may not be used prior to or following a three-day vacation, at Easter, at Christmas or other long holidays, unless approved by the superintendent of schools. Notification of the taking of personal days shall be given in advance three (3) days and in writing. Any unused personal days shall accrue as sick leave for the purpose of sick leave reimbursement only.

- F. All requests for professional or personal days must be made in writing. Response to request will also be made in writing
- G. An employee who reports for duty and remains for four (4) hours and leave thereafter shall not be charged for absence; if the employee leaves before that time, an absence of one-half day shall be charged. The employee will be charged with a full day's absence if leaving before one hour.
- H. Deductions

Full salary will be reduced for any leave in excess of those allowed by the rules.

In the even of absence for illness, a day's salary is defined as meaning one two-hundredths (1/200) of the annual salary for ten month employees.

ARTICLE XII
EXTENDED LEAVES OF ABSENCE

Extended leaves of absence without pay may be granted by the Board upon request for good reason, including but not limited to:

- A. Serving as an exchange teacher or overseas teacher to accept a Fulbright Scholarship;
- B. Serving in the Armed Forces of the United States;
- C. Emergency Reserve or State National Guard duty;
- D. Rules for child rearing:
 - 1. Any tenured Supervisor may apply for a child rearing leave of absence without pay.
 - 2. This leave of absence shall extend from date of approval for a period consisting of the balance of the then school year and the entire succeeding school year. The expiration of this leave of absence shall coincide with the beginning of the school year, which is hereby set as September 1.
- E. Adopting – Any supervisor adopting an infant shall receive same leave as stated in 4.a., b, which shall commence upon employee receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.
- F. Illness in Family – A leave of absence without pay of up to one (1) year shall be granted for the purpose of caring for sick member of the supervisor's immediate family, defined as father, mother, husband, wife, child, sister, brother, or relative who resides in the home of the employee. Additional leave may be granted at the discretion of the Board.
- G. Professional Offices – The Board shall grant a leave of absence without pay, for two school years to serve in a professional education office.
- H. Extensions and Renewals – Requests for extensions or renewals of leaves must be requested in writing by February 1. Reply by the Board will be made in writing through the Superintendent of Schools by March 1.
- I. Sabbatical Leaves – A sabbatical leave may be granted to a supervisor by the Board for study, or for any other reason of value to the school system, approved by the Superintendent.
 - A. Sabbaticals shall be granted only on a full school year basis. Compensation shall be at the rate of 50% of the contractual salary the supervisor would have received during the school year in which the sabbatical is taken.
 - B. Payment will be made in 20 equal installments. The Board shall pay the state mandated percentage of the person's health insurance program.
 - C. Conditions
 - a. Requests for sabbatical leaves must be received by the superintendent of schools in writing in such form as may be mutually agreed upon by the Board and the Association, no later than January 2, and the action must be taken no later than March 1 of the school year preceding the school year for which the sabbatical leave is requested.
 - b. Minimum Time to Qualify – The supervisor must have completed at least seven (7) full school years of service in the Lyndhurst School District.

- c. Return – Upon return from sabbatical leave, a supervisor shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence. Any supervisor granted sabbatical leave must return to the Lyndhurst School System for at least two years or be liable to pay back the salary of the sabbatical year.
 - d. Granting of Leaves – Applications for sabbatical leaves will be screened by the superintendent of schools, who will make recommendations to the Board for the granting of leaves. Final decision rests with the Board of Education.
 - e. Upon return from sabbatical leave, a supervisor shall demonstrate to the superintendent of schools the impact of the sabbatical relative to the duties and responsibilities of the supervisor.
- F. If an employee does not report for duty on the first school day following the expiration of the leave, he/she is to be considered as resigning effective from the date of the expiration of the leave.

ARTICLE XIII
SALARIES/OTHER COMPENSATION

A. 1. The salaries of all supervisors covered by this agreement are set forth in SCHEDULE "A" which is attached hereto and made a part hereof. Initial placement on the salary guide shall be negotiated among the prospective employee and the superintendent. Once placement is agreed upon, no credit can be claimed for previous training or experience.

2. Compensation for extra curricular services will be at the same rate as is or would be received by a teacher for the same services.

B. 1. Supervisors employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments. Those supervisors paid on a twelve (12) month basis may opt for twenty-four (24) equal semi-monthly installments, provided they notify the Business Administrator of such choice on or before June 1.

2. Supervisors may individually elect to have a percentage of their monthly salary deducted from their pay, and forwarded to the South Bergen Federal Credit Union, Garfield, NJ

3. When a payday falls on or during school holidays, vacation, or weekend, supervisors shall receive their paychecks on the last previous working day. All reasonable efforts shall be made to deliver paychecks on paydays before 12 noon.

4. Supervisors shall receive their final checks on the last working day in June, provided all work is completed and checked off by office.

5. Salary guide adjustments on SCHEDULE "A" shall be made as of September 1 and February 1 for supervisor eligible by these dates. In order to receive the February 1 adjustment, anyone who anticipates achieving the necessary credits must notify the superintendent 14 months prior to the planned completion of the requirements.

Upon completion of the 2012/2013 school year, the salary guide shall be eliminated from the terms and conditions of this contract. Compensation for the school years 2013/2014 and 2014/2015 shall remain the same as 2012/2013. Compensation for 2015/2016 and thereafter shall be subject to negotiations. Base salary for all new supervisors hired after June 30, 2013 shall be conducted solely between the school district and the new hire.

C. Classroom substituting will be limited to one period in any given week, without compensation. Should it be necessary because of dire need to use Supervisors for substituting, compensation will be made at the rate of \$2.00 more than the teachers' contracted rate for that year.

- D. 1. All 10 month supervisors will receive a compensation of \$300 per day for all days worked beyond the school calendar year.
- 2. All 12 month supervisors will receive a differential, no less than the prior year's negotiated rate.

E. Supervisors shall receive a stipend for good attendance according to the following schedule:

0 – 1 days absent	\$175.00
2 – 3 days absent	\$124.00
4 – 5 days absent	\$ 75.00

E. Longevity:

<u>2013-2014</u>	
7-14 Years	1,000
15+	2,500

Longevity differentials shall be eliminated after the 2012/2013 school year.

G. NJPSA Dues: \$775.00 per supervisor

H. Salary increase of:

2012-2013	6%
2013-2014	0%
2014-2015	0%

J. Health:

a. All members will fall under the same health benefits program regardless of date hired or tenure status.

b. Opt out of Medical Coverage Reimbursement

2013-2014	\$4,000	Single	\$8,000	Parent	Child	Spouse	\$12,500	Family
2014-2015	\$5,000	Single	\$10,000	Parent	Child	Spouse	\$13,500	Family

J. Access to Technology

Reimbursement will be \$100 for 12 months and will be granted annually for access to cellular phone. The 12 month reimbursement shall be granted to all ALS members regardless of their designation as 10 or 12 month employees. This reimbursement is granted to enhance the ability to function within the district and allow for constant communication to address district needs. Reimbursement can be paid monthly or in full depending on how the structure of the expenses occurs to each member. Reimbursement must be paid within the end of the existing school year.

ARTICLE XIV
INSURANCE PROTECTION

- A. Any insurance coverage granted to any other recognized negotiative group will be automatically granted to the members of ALS.

- B. Medical insurance premium costs will be capped upon the adoption of identical insurance cap terms in the contract with the Lyndhurst Education Association, effective with the school year that the cap is in place with the Lyndhurst Education Association.

ARTICLE XV
MISCELLANEOUS PROVISIONS

Miscellaneous Provisions

A. This agreement constitutes Board policy for the items contained herein for the term of said agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

B. If any provisions of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. Representation Fee

1. Amount of Fee

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to the maximum allowed by law.

2. Deductions and Transmission of Fee

The Board agrees to deduct from the salary of any supervisor who is not a member of the Association for the current membership year the full amount of the representation fee set forth in Section B above and promptly will transmit the amount so deducted to the Association named. Supervisors employed after September 1 or on a part-time contract shall have their fee prorated. The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each supervisor during the remainder of the membership year in question. The deduction will begin 30 days after the supervisor begins employment.

3. Terms of Employment

If a supervisor who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full prorated amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said supervisor during the membership year in question and promptly forward same to the Association, unless the person leaving does not have sufficient earnings in the last paycheck. In no case will the Lyndhurst Board of Education be liable for these deductions for the terminated members.

4. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. Indemnification and Save Harmless Provision

- a. Liability – The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that:
- b. The Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
- c. If the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperated fully with the Association in gathering evidence, securing witnesses and all other aspects of said defense.
- d. Any individual contract between the individual supervisor, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this agreement. If an individual contract contains any language inconsistent with this agreement, this agreement, during its duration, shall be controlling.
- e. Copies of this agreement shall be reproduced at the expense of the Board within ninety (90) working days after the agreement is signed and presented to all supervisors now employed, hereafter employed, or considered for employment by the Board.
- f. This agreement may not be modified or amended except by the mutual agreement of the parties reduced to writing, signed and adopted by the Board.
- g. Limitation of agreement: The parties further agree that if any provision contained herein is finally declared to be non-negotiable, in any proceeding whatsoever, by either PERC, a court of competent jurisdiction, any state administrative agency, or any Act of the New Jersey Legislation, that provision shall be stricken from this agreement and for nothing beholden. However, the striking of one or more provisions pursuant to

this paragraph shall not impair the validity of any other provision in this agreement.

ARTICLE XVI
MANAGEMENT RIGHTS

The parties agree that nothing in this contract shall be interpreted to limit the power of the Board to continue to make, amend, and repeal rules, for its own government and management of the public schools and public school property of the district and for the employment of regulations of conduct and discharge of its employees except as may be limited by the provisions of this agreement and existing laws.

ARTICLE XVII
CONVENTIONS

Three (3) supervisors per year may attend a conference/convention/workshop in addition to PSA approved by Lyndhurst Board of Education. The rate of compensation to be:

Transportation:	100% airfare (airfare reimbursement shall be at convention rate)
Auto	Mileage according to state regulation
Lodging	Convention Rate
Registration	100%
Food	According to Federal Regulation

The total cost of this provision will not exceed \$1,500 per person.

Supervisor may apply to the Superintendent for approval to attend a particular workshop/convention/conference, even though that supervisor may not be due to attend in accordance with the scheduled rotation. The request will be reviewed on a case by case basis; granting an additional conference/convention/workshop attendance shall not be used as evidence of a past practice modifying the contractual obligations of the Board of Education.

The supervisor rotation is attached as SCHEDULE "B".

The supervisor officer list is attached also in SCHEDULE "B".

SIGNATURES

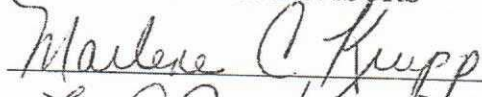
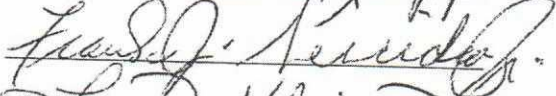



Retroactive pay for the period beginning September 1, 2012 will be paid to the ALS within a reasonable period of time.

This TENTATIVE SETTLEMENT AGREEMENT having been negotiated in good faith by the Lyndhurst Board of Education and the Association of Lyndhurst Supervisors is hereby agreed to for the period of July 1, 2012 to June 30, 2015.

LYNDHURST BOARD OF EDUCATION

 - SBA / LBOE

LYNDHURST SUPERVISORS

SCHEDULE "A"

**GUIDE FOR 2012-2013 SCHOOL YEAR
WITH 6% INCREASE**

STEP	MA	MA+30	MA+45	PHD.
1	101,601.00	105,752.79	107,827.95	110,143.87
2	107,135.47	111,289.22	113,367.00	115,909.60
3	112,675.33	116,829.09	118,904.25	121,676.47
4	118,210.62	122,366.66	124,446.41	127,439.91
5	123,745.90	127,887.04	129,985.13	133,201.05
6	133,446.40	137,602.45	139,681.05	143,125.12

SCHEDULE "B"

Supervisors' Convention Rotation List

2012-2013

Madalena Zak
Frank Servideo
Steve Picciano

2013-2014

Marlene Krupp
Laura Vuono
Lisa Klein

2014-2015

Madalena Zak
Frank Servideo
Steve Picciano

Supervisor Officer List

President	Marlene Krupp
Vice President	Lisa Klein
Secretary	Laura Vuono
Treasurer	Madalena Zak