

AGREEMENT BETWEEN
LODI BOARD OF EDUCATION

AND

ELEMENTARY, MIDDLE AND SECONDARY SCHOOL
ADMINISTRATORS ASSOCIATION (EMSSAA)

2009 – 2010, 2010 – 2011, 2011 – 2012

**ELEMENTARY, MIDDLE and SECONDARY
SCHOOL ADMINISTRATION ASSOCIATION**

OFFICERS

Ms. Joan Fragala	President
Ms. Linda Masullo	Vice President
Mr. Frank Longo	Secretary
Mr. Frank Longo	Treasurer

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Mr. Michael Cardone
Ms. Joan Fragala
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Mrs. Rachel Yzquierdo
Ms. Linda Masullo
Mr. Robert A. Sciolaro

NEGOTIATING TEAM

Ms. Joan Fragala, Chairperson
Mr. Emil Carafa
Mr. Frank Longo

BOARD OF EDUCATION NEGOTIATION TEAM

Mr. Carmine De Rosa
Mr. Frank Quatrone

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PREAMBLE

This Agreement entered into by and between the LODI BOARD OF EDUCATION, Lodi, New Jersey (hereinafter referred to as the "Board"), and the ELEMENTARY, MIDDLE and SECONDARY SCHOOL ADMINISTRATORS ASSOCIATION (hereinafter referred to as EMSSAA).

WITNESSETH

WHEREAS, the members of the administrative staff are particularly qualified to advise in the formulation of policies and programs directed toward the improvement of education standards; and

WHEREAS, the Board and EMSSAA do positively recognize that the welfare of the children of Lodi is paramount in the operation of our schools; and

WHEREAS, the Board and EMSSAA have reached certain understandings which they desire to confirm in this Agreement; now therefore

BE IT RESOLVED, that in consideration of the following covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

A. The Board of Education of the Borough of Lodi does hereby recognize the Lodi Elementary, Middle and Secondary School Administrators Association as the exclusive and sole negotiating representative for collective negotiations pursuant to Chapter 123, Public Laws, 1974, as amended, for terms and conditions of employment for the unit described herein, including full-time administrators as follows:

High School Principal
Middle School Principal
Elementary School Principals
High School Vice Principal
Middle School Vice Principal
Director of Guidance

ARTICLE II

NEGOTIATIONS AND AGREEMENT

- A. The parties agree to negotiate in good faith effort to reach agreement pursuant to Chapter 123, Public Laws of 1974, as amended. This Agreement, once negotiated, shall not be modified in whole or in part by the parties, except by an instrument in writing, duly executed by both parties not later than December 1st of the negotiating year.
- B. EMSSAA believes that failure to find appropriate and acceptable means of involving its members in determining policy which directly affects them will lead to divisiveness, tension, and conflict that will impair the school and adversely affect the education of our children.
- C. The EMSSAA members are directly concerned for the efficient, uninterrupted and beneficial functioning of the school program to enhance the education, the character, the safety and the social welfare of the children.
- D. The Board and EMSSAA must together seek and provide quality education programs and share the responsibility in determining policy in an advisory capacity.
- E. The Board, the teachers, the parents, the community, and all school personnel must recognize the immensity of the administrators' duties. Further, they must accept that to fulfill their responsibilities they must have the authority to exercise certain powers and command certain basic rights to act as quickly and decisively as circumstances warrant.
- F. EMSSAA shall meet with the Superintendent to give EMSSAA members a voice in the formation of Board of Education decisions on proposals being negotiated by any group which members of EMSSAA are required to implement. Any policy change affecting the normal operation of any school shall be made only after the building principal has been consulted and advised of change of policy for the benefit of all parties concerned.
- G. The EMSSAA members have the privilege of being involved in procedures of employment and dismissal of certificated staff members within the scope of their supervision, and no full-time administrative position is to be filled with a person who is not fully certificated for the specific administrative post.

ARTICLE III

BOARD EMSSAA RELATIONSHIP

- A. The Board and EMSSAA observe a strict line of staff relationships. Board to Superintendent to Principal to Teacher (or similar equal status administrator) and reverse procedure.

- B. A Liaison Committee consisting of members of EMSSAA, the Superintendent of Schools, and members of the Board shall meet at least three (3) times a year for the purpose of maintaining close communication on matters relating to policies, procedures, problems, practices, duties and responsibilities pertinent to the operation of the Lodi Public Schools. These meetings are to take place at a mutually agreed time. An agenda should be prepared prior to the meeting to allow EMSSAA members to review items to be discussed.

ARTICLE IV

WORK YEAR

The Board and EMSSAA acknowledge that it is the responsibility of the EMSSAA members to structure their time and organization to insure that all duties are performed and obligations are met. This concept recognizes the professional nature of the position and that any time limitation diminishes the position. Nevertheless, the demands of the position can be so time consuming as to warrant the following guarantee:

12 MONTH CONTRACT

1. All EMSSAA members shall receive 22 days vacation annually.
2. Elementary School principals shall be entitled to take twenty (20) of their allotted twenty-two (22) vacation days at any time during the months of July and August with the exception of the last ten working days in August. Vacation days shall be submitted to the Superintendent of Schools for approval.

The High School principal, High School vice principal, Middle School principal, and Middle School vice principal shall be permitted to take only one week vacation at a time during the school year. They may also take vacation days during the months of July and August. At no time shall the principal and vice principal of the High School be on vacation at the same time. In addition, at no time shall the principal and vice principal of the Middle School be on vacation at the same time.

3. Any new member employed by the Lodi Board of Education who gets appointed to a position in the Elementary, Middle and Secondary School Administrators Association bargaining unit shall receive a total of ten (10) days vacation in July and August following their appointment.

Example:

An employee appointed on or before July 1 shall be entitled to ten (10) days.

An employee appointed after July 1 but before August 1 shall be entitled to five (5) days.

4. All EMSSAA members shall be granted all holidays and recess periods granted to teachers as per the yearly school calendar.
5. The contractual period shall be July 1 to June 30.

ARTICLE V

LEAVE OF ABSENCE

A. The Board and EMSSAA recognize that occasions will arise when an EMSSAA member must absent himself/herself from his/her school for personal reasons for relatively short periods. The EMSSAA member and the Superintendent of Schools will discuss the reason and arrange for the duration of the leave.

B. Sick Leave

Every EMSSAA member will be allowed sick leave with full pay for a minimum of fifteen (15) school days in each school year. Said sick leave shall be cumulative, and any such sick leave that remains unutilized at the end of the school year shall be carried from year to year unless, and until it is used, in any subsequent years.

C. Sick Leave Reimbursement

Upon the retirement or death of any employee, the Lodi Board of Education shall pay said employee for all unused sick days at the then per diem rate of said employee's salary at the time of retirement or death. Any employee who retires on or prior to July 1, 2009 shall receive the said 215 day reimbursement. Any employee who retires between July 2, 2009 and July 1, 2012 shall receive a maximum of 185 days. Any employee who retires on or after July 1, 2012 shall receive a maximum of 95 days reimbursement. Per Diem is defined as 1/20 of the gross monthly salary at the then prevailing rate at the time of retirement or death. In the event of the death of an employee, said monies shall be made payable to his/her estate.

Said monies may be paid by the Board Secretary in the month of July following the employees' retirement or death.

Employees who are employed by the Lodi School District for a period of less than 1,850 days shall not be entitled to the above retirement or death benefit.

D. If an EMSSAA member's absence shall be the result of a personal injury caused by an accident arising out of, and in the course of their employment, such EMSSAA member shall be allowed sick leave with full pay for the entire period of such absence. Such leave shall not be charged to the sick leave provided in Paragraph B of this Section.

E. An EMSSAA member shall promptly comply with each request that a physician's certificate be furnished in connection with any sick leave claim.

F. The Board shall maintain for each EMSSAA member a cumulative record of absences

for which sick leave has been granted. Said records shall note the dates of absence and the type of sick leave granted in each case. The Board shall annually issue to each EMSSAA member a statement for their unused accumulation of sick leave days as of the end of the school year.

G. As soon as an EMSSAA member shall find it necessary to be absent because of illness or emergency, he/she shall, as soon as possible, cause notice to be given of such absence.

H. Personal Days

Emssaa members shall be entitled to two (2) personal days to be taken when necessary at any time during the school year.

I. Funeral Days

EMSSAA members shall be entitled to up to four (4) days at any one time in the event of death of any employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandmother, grandfather, stepchild, stepmother, stepfather, stepbrother, stepsister, alternative lifestyle partner, or any other member of the immediate household. One (1) funeral day will be granted for aunt, uncle, and grandparents-in-law. In the event of the death of an employee or student in the Lodi School District, the principal or immediate superior of said employee or student shall grant to an appropriate number of employees sufficient time off to attend the funeral at the discretion of the Superintendent.

The parties agree in principle that those days defined as funeral days shall be granted only on those days when school is in session.

Funeral days shall be granted on work days only, and further shall be granted as follows:

- a) Two days prior to the funeral
- b) The day of the funeral
- c) The fourth funeral day will be a floating day to be taken at the discretion of the employee, up to thirty (30) days after the funeral.

ARTICLE VI

INSURANCE PROTECTION

EMSSAA members are to receive all insurance coverage benefits granted to all other personnel.

A. FULL HEALTH CARE COVERAGE

The Board shall provide the Usual Customary Rate Series health care insurance protection designated below (effective January 1, 1979). The Board shall pay the full premium for EMSSAA members, and in cases where appropriate, for family plan insurance coverage. The Board shall also pay the full premium for EMSSAA members, and where appropriate for family plan coverage, for Major Medical Insurance.

1. Provisions Of Coverage

Provisions of the health care insurance program shall be detailed in master policies and contracts agreed upon by the Board and EMSSAA and shall include:

- a) Hospital room and board, and miscellaneous costs
- b) Out-patient benefits
- c) Laboratory fees, diagnostic expenses, and therapy treatments
- d) Maternity costs
- e) Surgical cost
- f) Major Medical Coverage
- g) Medical emergencies
- h) Eligible dependents to age 23

1. Carriers

Pursuant to the law, the Board may elect to change medical insurance carrier of health benefits program only if said change provides a plan and coverage which is equal to or better than the current plan in effect 1989-1990, and in no way diminishes or reduces the current level of health insurance protection. The president of EMSSAA shall receive copies of all contracts for review.

2. Complete Annual Coverage

For each EMSSAA member who remains in the employ of the Board for the full school year, the Board shall make payment of insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st. When necessary, payment of premiums on behalf of the EMSSAA member shall be made retroactively or prospectively to assure uninterrupted

participation and coverage.

3. Prescription Plan

Effective July 1, 2009, the Board shall pay full premium for each employee and in cases where appropriate for family plan prescription coverage administered. Said plan shall be changed from \$3.00 co-pay to \$3.00 co-pay for generic prescriptions and \$10 co-pay for brand name prescriptions and expenses incurred by employees for prescriptions shall not be submitted to the Major Medical Program.

4. Dental Program

Dental Program shall be increased to Program #3 effective July 1, 1987, and shall continue for each year thereafter. Program #3 for New Jersey Dental Service Plan shall be defined as 90/10 coverage. In addition, the ortho portion for said coverage shall be increased to \$1,250. The Board shall continue to pay full premium cost for employee and family.

5. Life Insurance Policy

Effective July 1, 2006, Fort Dearborn life insurance policy in the amount of \$2,500 shall be eliminated.

6. Health Benefits (Section 125 Cafeteria Plan)

Effective 7/1/08 employees of this bargaining unit shall be entitled to receive compensation for opting out of health insurance coverage in accordance with the Section 125 Cafeteria Plan adopted by the Board of Education on June 25, 2008.

A. DESCRIPTION TO EMSSAA MEMBERS

The Board shall provide to each EMSSAA member a description of the health care insurance coverage provided under this Article which shall include a clear description of conditions and limits of coverage as listed above.

ARTICLE VII

CONVENTIONS/WORKSHOPS

- A. The Board agrees that EMSSAA members shall be encouraged to attend national, state and county meetings of professional organizations. Members shall request, in writing, permission to attend conventions and seminars with \$500 per year being the maximum amount to be spent by each member for either a state convention(s), workshop(s), and/or seminar(s).
- B. An EMSSAA member may request permission to attend workshops with approval given at the discretion of the Superintendent of Schools. In addition to Article VII A, above, two (2) EMSSAA members shall be granted transportation and lodging costs not to exceed \$900.00 each for a National Convention.
- C. An EMSSAA member shall not be permitted to attend a National Convention for two (2) consecutive years. This will afford each member equal opportunity to experience a National Convention.

ARTICLE VIII

GRIEVANCE

The parties believe that the adoption of a grievance procedure is a most valuable asset in the smooth functioning of a school system and for the improvement of morale. No matter how hard two interacting parties attempt, in good faith., to avoid disagreements, differences of opinions will arise from time to time. An orderly and peaceful method of resolving these differences is infinitely preferable to frustrated acquiescences, disruptive concerted action, or expensive legal action.

A grievance exists when EMSSAA members or EMSSAA claim there has been a violation, misapplication, or misinterpretation of the agreement or of any existing rule, policy, or practice of the school system.

Nothing in this Agreement shall prevent any EMSSAA member from discussing their grievance with their appropriate superior, provided that the resolution of the grievance is not inconsistent with terms and conditions of the employment of the EMSSAA member represented by EMSSAA.

Level 1 – Superintendent of Schools

- A. An EMSSAA member or EMSSAA having a grievance shall, within twenty (20) days of the alleged grievance, discuss it with the Superintendent.
- B. If the grievance is not resolved informally, it shall be reduced to writing and presented to the Superintendent. Within five (5) work days after the written grievance is presented to the Superintendent, the Superintendent shall, without any further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the EMSSAA member or EMSSAA.

Level 2 – Board of Education

- A. If the EMSSAA member or EMSSAA are not satisfied with the decision at Level 1, the EMSSAA member or EMSSAA will file an appeal, in writing, to the Board within fifteen (15) work days after receiving the decision at Level 1. The official grievance record maintained by the Superintendent shall be available for the use of the Board.
- B. Within fifteen (15) work days after receipt of an appeal, the Board of Education shall hold a hearing or grievance. The hearing shall be conducted in executive session.
- C. Within ten (10) work days after the conclusion of the hearing, the Board shall

render a decision, in writing, on the grievance. Copies of the decision shall be distributed to the grievant, the Superintendent, and EMSSAA.

Level 3 - Arbitration

- A. After such hearing, if the EMSSAA member and/or EMSSAA are not satisfied with the decision at Level 2, and feel that appealing it is in the best interests of the school system, it may submit the grievance to arbitration by written notice to the Board within fifteen (15) work days of the decision at Level 2.
- B. Within five (5) work days after such written notice of submission to arbitration, the Board and EMSSAA will agree upon a mutually acceptable arbitrator competent in the area of the grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specific 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 not later than fourteen (14) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her finds 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 or which is violative of the terms of this Agreement.
- E. The decision of the arbitrator shall be in an advisory capacity.
- F. The cost for the services of the arbitrator including expenses, if any, shall be borne equally by the Board and EMSSAA.

ARTICLE IX

EXTENDED BENEFITS

A. TUITION PLAN

1. Each EMSSAA member shall be reimbursed by the Board \$75.00 per credit not to exceed twelve (12) credits per year for the graduate courses completed.
2. Upon completion of courses, a transcript shall be submitted to the Superintendent of Schools.

ARTICLE X

REASSIGNMENT/PROMOTION

Any member of this bargaining unit who is either reassigned and/or promoted shall move laterally within the Salary Guides.

Example:

If an Elementary Principal on Step 4 becomes a High School Principal, he/she shall be placed on Step 4 of the High School Principal Salary Guide.

ARTICLE XI

DURATION OF CONTRACT

The duration of this Agreement by and between the LODI BOARD OF EDUCATION and EMSSAA shall be intended for three (3) years, dated July 1, 2009 to and including June 30, 2012. All items shall be in effect July 1, 2009, unless otherwise noted.

All terms and conditions of this agreement shall remain in effect until a successor agreement is reached.

ARTICLE XII

LONGEVITY

2009-2010

- A. An EMSSAA member shall receive, in addition to his/her salary, \$1,800 for Longevity in July or September, whichever is applicable, following the EMSSAA member's 14th year anniversary date.
- B. An additional \$1,800 shall be received in July or September, whichever is applicable, following the EMSSAA member's 17th year anniversary date.
- C. An additional \$1,800 shall be received in July or September, whichever is applicable, following the EMSSAA member's 24th year anniversary date.
- D. An additional \$1,800 shall be received in July or September, whichever is applicable, following the EMSSAA member's 27th year anniversary date.

2010-2011

- A. An EMSSAA member shall receive, in addition to his/her salary, \$1,800 for Longevity in July or September, whichever is applicable, following the EMSSAA member's 14th year anniversary date.
- B. An additional \$1,800 shall be received in July or September, whichever is applicable, following the EMSSAA member's 17th year anniversary date.
- C. An additional \$1,800 shall be received in July or September, whichever is applicable, following the EMSSAA member's 24th year anniversary date.
- D. An additional \$1,800 shall be received in July or September, whichever is applicable, following the EMSSAA member's 27th year anniversary date.

2011-2012

- A. An EMSSAA member shall receive, in addition to his/her salary, \$1,800 for Longevity in July or September, whichever is applicable, following the EMSSAA member's 14th year anniversary date.
- B. An additional \$1,800 shall be received in July or September, whichever is applicable, following the EMSSAA member's 17th year anniversary date.
- C. An additional \$1,800 shall be received in July or September, whichever is applicable, following the EMSSAA member's 24th year anniversary date.

D. An additional \$1,800 shall be received in July or September, whichever is applicable, following the EMSSAA member's 27th year anniversary date.

JULY 2009 - JUNE 2012

**Elementary Principal
High School Vice Principal
12 Months**

<u>STEP</u>	<u>MA</u>	<u>MA+30</u>	<u>MA+60</u>
2009-2010			
1	\$111,915	\$116,450	\$119,185
2	\$113,915	\$118,450	\$121,185
3	\$115,915	\$120,450	\$123,185
4	\$117,915	\$122,450	\$125,185
2010-2011			
1	\$114,915	\$119,450	\$122,185
2	\$116,915	\$121,450	\$124,185
3	\$118,915	\$123,450	\$126,185
4	\$120,915	\$125,450	\$128,185
2011-2012			
1	\$117,915	\$122,450	\$125,185
2	\$119,915	\$124,450	\$127,185
3	\$121,915	\$126,450	\$129,185
4	\$123,915	\$128,450	\$131,185

JULY 2009 - JUNE 2012

**High School Principal
12 Months**

<u>STEP</u>	<u>MA</u>	<u>MA+30</u>	<u>MA+60</u>
209-2010			
1	\$120,102	\$125,012	\$127,746
2	\$122,102	\$127,012	\$129,746
3	\$124,102	\$129,012	\$131,746
4	\$126,102	\$131,012	\$133,746
2010-2011			
1	\$123,102	\$128,012	\$130,746
2	\$125,102	\$130,012	\$132,746
3	\$127,102	\$132,012	\$134,746
4	\$129,102	\$134,012	\$136,746
2011-2012			
1	\$126,102	\$131,012	\$133,746
2	\$128,102	\$133,012	\$135,746
3	\$130,102	\$135,012	\$137,746
4	\$132,102	\$137,012	\$139,746

JULY 2009 - JUNE 2012

**Lodi High School Guidance Director
12 Months**

<u>STEP</u>	<u>MA</u>	<u>MA+30</u>	<u>MA+60</u>
2009-2010			
1	\$106,157	\$110,694	\$113,376
2	\$108,157	\$112,694	\$115,376
3	\$110,157	\$114,694	\$117,376
4	\$112,157	\$116,694	\$119,376
2010-2011			
1	\$109,157	\$113,694	\$116,376
2	\$111,157	\$115,694	\$118,376
3	\$113,157	\$117,694	\$120,376
4	\$115,157	\$119,694	\$122,376
2011-2012			
1	\$112,157	\$116,694	\$119,376
2	\$114,157	\$118,694	\$121,376
3	\$116,157	\$120,694	\$123,376
4	\$118,157	\$122,694	\$125,376

JULY 2009 - JUNE 2012

**Middle School Vice Principal
12 Months**

<u>STEP</u>	<u>MA</u>	<u>MA+30</u>	<u>MA+60</u>
2009-2010			
1	\$107,971	\$112,504	\$115,240
2	\$109,971	\$114,504	\$117,240
3	\$111,971	\$116,504	\$119,240
4	\$113,971	\$118,504	\$121,240
2010-2011			
1	\$110,971	\$115,504	\$118,240
2	\$112,971	\$117,504	\$120,240
3	\$114,971	\$119,504	\$122,240
4	\$116,971	\$121,504	\$124,240
2011-2012			
1	\$113,971	\$118,504	\$121,240
2	\$115,971	\$120,504	\$123,240
3	\$117,971	\$122,504	\$125,240
4	\$119,971	\$124,504	\$127,240

JULY 2009 - JUNE 2012

**Middle School Principal
12 Months**

<u>STEP</u>	<u>MA</u>	<u>MA+30</u>	<u>MA+60</u>
2009-2010			
1	\$115,195	\$120,450	\$123,185
2	\$117,915	\$122,450	\$125,185
3	\$119,915	\$124,450	\$127,185
4	\$121,915	\$126,450	\$129,185
2010-2011			
1	\$118,195	\$123,450	\$126,185
2	\$120,915	\$125,450	\$128,185
3	\$122,915	\$127,450	\$130,185
4	\$124,915	\$129,450	\$132,185
2011-2012			
1	\$121,195	\$126,450	\$129,185
2	\$123,915	\$128,450	\$131,185
3	\$125,915	\$130,450	\$133,185
4	\$127,915	\$132,450	\$135,185

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective negotiating teams and attested by their respective secretaries, all on the day and year designated below:

**ELEMENTARY, MIDDLE and
SECONDARY SCHOOL
ADMINISTRATORS ASSOCIATION**

LODI BOARD OF EDUCATION

BY: _____
Joan Fragala, Chairperson

BY: _____
Carmine DeRosa, Chairperson

BY: _____
Emil Carafa, Chairperson

BY: _____
Frank Quatrone, Superintendent

BY: _____
Frank A. Longo, Chairperson

Dated