

AGREEMENT
BETWEEN
ASSOCIATION OF LYNDHURST ADMINISTRATORS
AND THE
LYNDHURST BOARD OF EDUCATION
July 1st, 2015--June 30th, 2020

A

AGREEMENT

THIS AGREEMENT, effective as of July 1, 2015 through June 30th, 2020 between the LYNDHURST BOARD OF EDUCATION (hereinafter the Board) and the ASSOCIATION OF LYNDHURST ADMINISTRATORS (herein after the Association or ALA);

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 Association 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:

ARTICLE I
RECOGNITION

A.UNIT

The Board hereby recognizes the Association as the exclusive and sole representative for purposes of collective negotiations for all Principals, Vice-principals and Director of Special Services.

B. DEFINITIONS

1. Unless otherwise indicated, the term "Administrator" or ALA member, when used in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined. An Administrator is also a teaching staff member within the meaning of the definition found in Title 18A of the New Jersey Statutes, and he shall be entitled to all benefits and bound by the responsibilities set forth therein and those set forth in the Lyndhurst Board of Education Policies and Procedures Manual.
2. The term "Board" when used shall refer to the Lyndhurst Board of Education, Lyndhurst, New Jersey.
3. The term "Association" or "ALA" shall mean the Association of Lyndhurst Administrators, Lyndhurst, New Jersey.
4. "Creditable experience" shall mean the years of experience in a particular supervisory capacity in the Lyndhurst Public Schools plus any net credited service outside the Lyndhurst Public Schools as may be granted by the Board of Education. Net credited service for experience outside the Lyndhurst Public Schools may be granted by the Board of Education in its sole and absolute discretion on the recommendation of the Superintendent.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

The parties agree to enter into collective negotiations over a successor agreement in accordance with existing laws to reach agreement on all matters concerning the terms and conditions of Administrator employment. Such negotiation shall begin approximately March 15th of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all Administrators, be reduced to writing, and shall be signed by the Association and signed and adopted by the Board.

ARTICLE III

ADMINISTRATORS' RIGHTS

- A. In accordance with existing laws, the Board hereby agrees that every Administrator employed by the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other activities for mutual aid and protection.
- B. The rights granted to Administrators hereunder shall be deemed to be in addition to those provided by the State Board of Education Rules and Regulations and Board policies.

ARTICLE IV

SALARIES

1. An ALA salary increase was mutually agreed upon for the school years of July 1st, 2015 through June 30th 2020. The salary guide was constructed by the ALA and provided to the LBOE with a Ten (10) month Seven (7) day administrators guide and a Twelve (12) month administrator's guide. (See Attached)

All members of the ALA that are currently 10 Month 7 Day employees **can not be moved to a twelve (12) month employee position without monetary negotiations that are **mutually** agreed upon between the ALA member, the ALA and LBOE exclusive of the salary guide.

3. District Professional Committee/Positions

1. A sum of \$1,000.00 shall be set aside to pay the reasonable expenses incurred in connection with the District Professional Committee sponsored workshops, in service as related educational programs.
2. Administrator members of a District Professional Committee shall be compensated at the rate of \$1000.00 each for their services per year.
3. Any District Professional Committee/position that becomes necessary or mandated by state law/or superintendent/designee and goes beyond the scope of normal administrative/principal duties, is subject to negotiation with the ALA for a stipend commiserate with the amount of time and work above and beyond normal administrative duties for the member.

4. Access to Technology

A reimbursement of \$1200 will be paid out to each ALA member annually (school calendar year) for access to technology. This reimbursement is granted with the goal of creating more control over school environments, and enhanced ability to function on and off school premises for the safety and welfare of the students as well as for educational and informational purposes. Reimbursement can be paid monthly, or in full depending upon how the structure of expenses occur for each member. Reimbursement must be paid before the end of the existing school year.

ARTICLE V

INSURANCE PROTECTION

Any insurance coverage granted to any other recognized group through negotiations would be automatically granted to the members of the ALA if said coverage is deemed to be better than the one negotiated with the ALA.

Current Health Benefits:

1. PPO with current State Law mandated payment into the health benefits plan
2. Co-pay for generic prescription drugs \$3.00
3. Co-pay for brand prescription drugs \$6.00

I. At any time, ALA members may choose "Opt Out" package of the Lyndhurst Medical Coverage Plan.

II. Opt Out to be reimbursed at the following rate:

\$5000 Single \$10,000 Parent Child Spouse \$13,500 Family

ARTICLE VI

DEFINITIONS/GRIEVANCE PROCEDURES

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 administrator may have processed of the terms and conditions of employment enumerated in this agreement.
- e. A school day is counted as such when the Central Board of Education office is open.

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 superintendent in an attempt to resolve the matter at that level. Vice principals shall first discuss the matter with their principal.
- c. Grievances must be submitted within **ten (10)** 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 superintendent 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 grievant;
3. The dates submitted;
4. The date of the alleged 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. If, as a result of that discussion, the matter is not resolved to the satisfaction of the aggrieved administrator, he shall set forth his grievance in writing to the superintendent on forms to be provided for that purpose. Copies of the completed form shall be given to the superintendent, the principal, if the grievance is an administrator other than a principal. The superintendent shall render a decision in writing within five (5) school days.
 - f. If the aggrieved administrator so wishes, he shall make a written request within **twenty (20)** days for the superintendent to forward the grievance to the Board. The superintendent shall do so.
 - g. Whenever a grievance is presented to the Board, either by the Association or by the grievant, personally or through his representative, the Board shall investigate and render its decision in writing within **twenty (20)** school days. The Board's decision shall set forth its conclusions and reasons therefor. All parties to the action shall receive copies of the decision.
 - h. The Association or its committee may request advisory arbitration pursuant to the rules and regulations established by the Public Employment Relations Commission under the provisions of Chap. 123, Laws of 1972. A request for advisory arbitration shall be made no later than **five (5)** 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 loser shall pay the cost of the arbitrator's services.
 - i. 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.
 - j. The arbitrator will be confined to the language of this agreement, he 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

ARTICLE VII

SICK LEAVE

- A. All ALA twelve (12) month staff administrators shall be entitled to twelve (12) days sick leave each school year. All ALA ten and half (10.5) month administrators shall be entitled to ten (10) days sick leave each school year. All staff administrators, whether or not they report for duty on the first official day of the school year, will be entitled to the year's 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
1. If an Administrator has completed ten (10) years in the District, he/she will be reimbursed for unused sick leave at the current contractual rates using the formula of one (1) day for every unused day, up to the following maximums:
 - A. All existing members will receive \$27,000
 - B. New members hired after July 1st, 2012 will be capped at \$15,000 in Sick Leave Reimbursement
 2. In the event an employee who would otherwise be eligible for sick leave reimbursement passes away, his beneficiary as outlined by him as per his Teacher Pension and Annuity Fund Declaration shall receive the benefits to which the deceased employee would have been entitled.
- D. Cumulative Sick Leave Allowances
1. Any administrator who shall suffer enforced absence due to personal illness or accident for a period of twelve (12) 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 an administrator's annual allowance. Thus, the administrator, in addition to the 12 or 10 day's 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. An administrator shall be considered as rendering consecutive service as long as he 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 his benefits under the cumulative sick leave plan.
- 3. A record shall be kept in the Superintendent's office of all absences and the cumulative amount of a sick leave allowance.
- 4. The personal physician must certify an absence of **more than** five (5) consecutive day's duration. 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. No note can be required unless the terms above apply.

ARTICLE VIII

ABSENCES/EMERGENCY LEAVES/PERSONAL DAYS

DEATH IN THE FAMILY:

1. Death in the family. In 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 (5) days**, 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 or sick days.

In 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 or sick days.

In case of the death of 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 or sick days.

In 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 or sick days.

In case of the death of other relatives or in-laws absence of one (1) day, up to and including the day of the funeral, will be allowed without the loss of salary or sick days.

2. **Absences for Court Subpoena** will also be allowed when the employee is not the petitioner or the plaintiff.
3. **Absences for quarantine** will be allowed.
4. **Absence for Professional Days** will be allowed with the consent of the Superintendent of Schools without deduction.
5. **Absence for Personal or Business Days. Five (5) days** absence for Personal or Business reasons shall be granted to all ALA members without deductions in pay, and shall **not** require permission of the Superintendent of Schools. Personal days to be taken at the ALA members request and without restriction. Notification of the taking of personal days shall be given in advance (3 days) and in writing to the Superintendent unless an emergent situation makes the three-day notice impossible.

****Any unused personal days shall accrue as sick days.**

6. All requests for professional or personal days must be made in writing. Response to request will also be made in writing.
7. Extended leaves of absence without pay may be granted by the Board upon request for good reasons, 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 administrator who becomes aware of pregnancy may apply immediately 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 administrator adopting an infant shall receive same leave as stated in D, 1, 2, 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 a sick member of the administrator'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 an administrator by the Board for study, or for any other reason of value to the school system, approved by the Superintendent.

Sabbaticals may be granted only on a full school year basis. Compensation shall be at the rate of 50% of the contractual salary the administrator would have received during the school year in which the sabbatical is taken.

Payment will be made in 20 equal installments. The Board shall pay 100% of the person's health insurance program.

Conditions

- 1. 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.
- 2. Minimum Time to Qualify - The administrator must have completed at least seven (7) full school years of service in the Lyndhurst School District.
- 3. Return - Upon return from sabbatical leave, an administrator shall be placed on the salary schedule at the level, which he would have achieved had he remained, actively employed in the system during the period of his absence. Any

administrator 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. The administrator shall demonstrate to the Superintendent of Schools the impact of the sabbatical relative to the duties and responsibilities of the administrator.

4. 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 the leaves. Final decision rests with the Board of Education.
- J. 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 IX

WORK YEAR

1. All administrators will be at their assignments on the opening day of the school calendar to the last day of the school calendar. The workday for all administrators will be 8 hours with one hour for lunch daily.

2. All administrators working twelve (12) months will have twelve (12) month contracts' and shall work 242 days. Less the following for vacation:

- Eight-teen (18) vacation days for the first three (3) years of service
- twenty (20) days for four (4) years of service
- twenty-five (25) days for five (5) years of service.

**If administrator is working when the board office is closed, the Superintendent of Schools must approve said work day and said work days will count towards the administrators 242 work day requirement.

3. All 10-month administrators shall work 10 months and seven (7) additional days. With the Seven additional days as follows:

- One (1) day past the last day of school for students 8AM-12PM
- Three (3) **mutually** agreed upon days between the ALA member and the Superintendent/Designee 8AM-12PM
- Three (3) consecutive working days prior to the date on which teachers must report to work in September 8AM-4PM with one (1) hour for lunch

4. An ALA member may make a written request to the Superintendent/Designee for additional summer days/hours that is subject to approval from the Superintendent/Designee.

If additional summer "flex" days or hours are determined to be needed by the Superintendent/Designee, an ALA member may be asked to work and the Superintendent/Designee and ALA member must **mutually** agree on the "flex" days or hours. Workdays and times must be mutually agreed as well.

- Additional, approved summer "flex" days/hours are to be paid at each ALA member's respective hourly rate.
- Superintendent/Designee may offer ALA member a **mutually** agreed upon fixed rate for specific projects with due dates but absent of exact summer days and or hours.
- Days/hours/projects can be offered by the Superintendent/Designee to any ALA member specific to a particular building or project based upon his/her skills, experience or knowledge.

ARTICLE X

MEMBERSHIP FOR PROFESSIONAL ASSOCIATIONS/DUES DEDUCTION

1. In accordance with State Statute, the Board of Education agrees to deduct the dues for the State Principals' Association and/or professional associations.
2. The Board of Education will enroll annually and pay all ALA members' dues for membership in the following associations: Association for Supervision and Curriculum Development (**ASCD—All members**), the New Jersey Principals and Supervisors Association (**NJPSA—All members**) the National Association of Elementary School Principals (**NAESP—Elementary Principals**), and the National Association of Secondary School Principals (**NASSP for High School Administrators**)

ARTICLE XI

CONVENTIONS

****Viability and Expenses for all conventions to be determined by A5 Laws**

- A. **Each administrator** may attend any one (1) professional convention, including but not limited to the **NJEA Convention**, during the days when the NJEA Convention is held, at Board expense not to exceed \$800.00 for room, meals, registration, transportation and educational materials with receipts or other written documentation to be provided in satisfactory form to the Superintendent.
- B. **In lieu of attending the NJEA Convention, each administrator may attend a State Convention** relating to the area of their responsibilities at Board expense not to exceed \$800.00 for room, meals, registration, transportation and educational materials with receipts or other written documentation to be provided in satisfactory form to the Superintendent.
- C. The **High School Principal only can attend the National Convention of a major educational organization** approved by the Superintendent at Board expense once **every year**. When expense receipts are submitted to the Superintendent, the Board will provide convention reimbursement funds for room, meals, registration, transportation, and educational materials. Such reimbursement shall not exceed \$2,000.00.
- D. **Up to three (3) ALA members other than the High School principal, can attend a National Convention** of a major educational organization **on a rotating basis determined by the ALA**, provided that **no more than 3** Administrators attend such convention in any given year.

The Superintendent must approve such attendance. When expenses are submitted to the Superintendent, the Board will provide reimbursement funds for room, meals, registration, transportation, and educational materials. Such reimbursement shall not exceed \$2,000.00.

****A5 Laws supersede all of the above conditions if conditions are in conflict**

ARTICLE XII

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 provision 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. Any individual contract between the Board, an individual administrator, 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.
- D. 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 administrators now employed, hereafter employed, or considered for employment by the Board.
- E. 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.
- F. 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 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.
- G. Administrative Vacancies

Notice - A notice of vacancy in an administrative position shall be posted in each school building or subdivision of the school system, i.e., Department of Special Services, for 10 working days after Board of Education approval. This notice of vacancy shall set forth the position and qualifications required.
- H. Mileage reimbursement will be determined by the current IRS standard mileage rate for business at the time of travel. Unit members required to use their own automobiles during the course of the school day for school business are entitled to mileage reimbursement and shall maintain their own personal automobile liability insurance in accordance with the law.
- I. An Administrator participating in an overnight school related activity shall be compensated at the rate of \$100.00 per night with the Superintendent's approval.
- J. The contract year shall run from July 1 to June 30. Payment of salaries shall be made in twenty-four (24) equal payments.

ARTICLE XIII
MANAGEMENT RIGHTS

The parties agree that nothing in this contract shall be interpreted to limit the powers 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.

SUMMER PAYMENT PLAN

AUTHORIZATION TO THE BOARD OF EDUCATION

From:

To: Secretary-Business Administrator of the Board of Education of the Township of Lyndhurst in the County of Bergen, State of New Jersey.

Date:

It is my desire and intent that the Board of Education of the Township of Lyndhurst In the County of Bergen, State of New Jersey, deduct from my monthly total base salary:

(state amount in words and numbers)

Said deductions are to be deposited into my individual account at the South Bergen Federal Credit Union (SBFCU), Morris Avenue, Garfield, New Jersey according to instructions that I have made with them.

Deductions shall begin for the academic year on September 1, through June 30, and may be changed, effective February 1, through June 30, upon notification of change to the business office, not later than December 30.

Withdrawal from such account may be made by myself at any time, in accordance with the terms and conditions of my account at the SBFCU.

Release of such account may be made at any time prior than the June date upon certification by the Secretary-Business Administrator of the Board of Education, whenever proof shall be submitted to him of my having left the employ of the Board of Education or shall have deceased.

In the latter case, the release to be made to my beneficiary as indicated below:

I agree to this procedure and authorize the Board of Education of the Township of Lyndhurst, in the County of Bergen, State of New Jersey, to make such deductions and deposits in the manner described above. Further, my beneficiary shall be:

(name) (relationship)

(address)

(Employee's Signature)

(Date)

THE FOREGOING AGREEMENT AND COMPENSAION SCHEDULES ATTACHED HAVING BEEN NEGOTIATED IN GOOD FAITH BY THE LYNDHURST BOARD OF EDUCATION AND THE ASSOCIATION OF LYNDHURST ADMINISTRATORS IS HEREBY AGREED TO FOR THE PERIOD JULY 1, 2015 TO JUNE 30, 2020.

FOR THE BOARD OF EDUCATION

FOR THE ASSOCIATION

(date)

