

EMPLOYMENT AGREEMENT
between the
LODI BOARD OF EDUCATION
and the
LODI COUNCIL of DISTRICT SUPERVISORS

THIS AGREEMENT is entered into by and between the **LODI BOARD OF EDUCATION** (hereinafter referred to as the "Board"), and the **LODI COUNCIL of DISTRICT SUPERVISORS** (hereinafter referred to as the "LCDS").

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

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

WHEREAS, the Board and LCDS 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 1 - RECOGNITION

A. The Board of Education in the Borough of Lodi do hereby recognize the Lodi Council of District Supervisors as the exclusive and sole negotiating representative for collective negotiations pursuant to Chapter 123, Public Law, 1974, for terms and conditions of employment for the unit described herein, including full-time administrators as follows:

Supervisors of Curriculum and Instruction
Supervisor of Special Services

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. 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 1 of the negotiating year.

B. LCDS believe that failure to find appropriate and acceptable means of involving its members in developing 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 Board and LCDS must together seek and provide quality education programs, and share the responsibility in developing policy in an advisory capacity.

D. The LCDS 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/LCDS RELATIONSHIP

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

ARTICLE IV - CALENDAR

A. The Board and LCDS acknowledge that it is the responsibility of the LCDS members to structure his/her 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.
2. LCDS members shall receive 22 vacation days annually.
3. All LCDS members shall be granted all holidays and recess periods granted to teachers as per the yearly school calendar.
3. Any new member employed by the Lodi Board of Education who gets appointed to a position in the Lodi Council of District Supervisors bargaining unit shall receive a total of ten (10) days vacation in July and August following their appointment.

Example:

- A. An employee appointed on or before July 1 shall be entitled to ten (10) days.
- B. An employee appointed after July 1 but before August 1 shall be entitled to five (5) days.
4. The contractual period shall be July 1 through June 30.

ARTICLE V - LEAVE

A. **Sick Leave** - Every LCDS member will be allowed fifteen (15) sick days annually. 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 of such subsequent years.

Sick Leave Reimbursement - Upon the retirement or death of an employee, the Board shall pay said employee for all unused sick days. Any employee who retires on or prior to July 1, 2007 shall receive the said 240 day reimbursement. Any employee who retires between July 2, 2007 through July 1, 2008 shall receive a maximum of 225 days. Any employee who retires between July 1, 2008 through July 1, 2009 shall receive up to a maximum of 215 days. 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 employee's retirement or death.

Employees who are employed by the Lodi School District for a period of less than 120 months shall not be entitled to the above retirement or death benefit.

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

C. The Board shall maintain for each LCDS 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 LCDS member a statement of his/her unused accumulation of sick leave days as of the end of the school year.

D. As soon as an LCDS member shall find it necessary to be absent because

of illness or emergency, he/she shall, as soon as he/she is able to do so, cause notice to be given of such absence.

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

F. LCDS members shall be entitled to up to four (4) days at any time in the event of death of member's spouse, parent, child, brother, sister, in-law, grandparent(s), or any member of the immediate household. Funeral days shall be granted on work days only. Said days shall be granted as follows: one day before the funeral, the day of the funeral, and two days after the funeral.

ARTICLE VI - INSURANCE PROTECTION

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 each LCDS member and in cases where appropriate for family plan insurance coverage. The Board shall also pay the full premium for each LCDS member, 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 the LCDS, 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 costs
- f. Major Medical Coverage
- g. Medical Emergencies
- h. Eligible dependents to age 23

2. Carriers

Pursuant to the law, the Board may elect to change medical insurance carrier of health benefits 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 the Association shall receive copies of all contracts for review.

3. Complete Annual Coverage

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

4. **Prescription Plan**

Effective July 1, 1990, the Board shall pay full premium for each LCDS member and, in cases where appropriate, for family plan prescription coverage administered. Said plan shall be changed from \$1 co-pay to \$3 co-pay, and expenses incurred by LCDS members for prescriptions shall not be submitted to the Major Medical Program.

5. **Dental Program**

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

6. **Description to LCDS Members**

The Board shall provide to each LCDS 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.

7. **Health Benefits/Married Couples**

Beginning with the 1999-2000 school year, one of the spouses of any

married couple employed in the school district shall have the option of receiving \$8,000.00 in lieu of medical and dental health benefits. Procedures shall be developed and determined by the Business Administrator. Said option may be exercised in any given year.

8. **Procedure for Terminating Health and Dental Benefits**

If a married spouse of this bargaining unit elects to terminate their health and dental benefits they must do so by informing the Board Secretary/ Business Administrator of the district, in writing, no later than June 1 preceding the ensuing fiscal year (July 1 - June 30). Upon receipt of said notice the Board Secretary/Business Administrator shall reimburse said employee on July 15 of the next fiscal year in the amount of \$8,000.00.

Example: If notice is received to terminate benefits on June 1, 1999, then reimbursement would be paid on July 15, 2000.

In the event of a death or a divorce it shall be incumbent upon the spouse who terminated their insurance to notify the Board Secretary/Business Administrator by phone and in writing within 24 hours so that the surviving or divorced spouse can be reinstated for health coverage.

In the event health coverage is reinstated for any one of the above reasons, then the reimbursement for termination will be prorated accordingly.

The above option of receiving compensation in lieu of health and dental benefits shall apply only to a married couple providing both spouses are employed in the Lodi School district. Only one of the spouses may elect said option.

The Board shall not provide this benefit to both spouses who are employed in the district under any circumstances.

9. **LIFE INSURANCE POLICY**

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

ARTICLE VII - CONVENTION/WORKSHOPS

A. The Board agrees that LCDS members shall be encouraged to attend state and national meetings of professional organizations. Members shall request, in writing, permission to attend conventions and seminars with \$500.00 each per year being the maximum amount to be spent.

B. An LCDS member may request permission to attend workshops with approval given at the discretion of the Superintendent of Schools. One member to be granted transportation and lodging costs not to exceed \$900.00 to a National convention.

ARTICLE VIII - GRIEVANCE

LCDS believes 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 opinion will arise from time to time. An orderly and peaceful method of resolving these differences is infinitely preferable to frustrated acquiescence, disruptive concerted action, or expensive legal action.

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

channels, his/her claim may or may not be sustained, or if he/she feels aggrieved, then a grievance exists and must be processed.

Nothing in this Agreement shall prevent an LCDS member from discussing his/her grievance with his/her appropriate superior, provided that the resolution of the grievance is not inconsistent with the terms and conditions of employment of the LCDS member represented by LCDS.

Stage 1 - Superintendent

A. An LCDS member or LCDS 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) school 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 LCDS member or LCDS.

Stage 2 - Board of Education

A. If the LCDS member or LCDS are not satisfied with the decision at Stage 1, the LCDS member or LCDS will file an appeal, in writing, to the Board within fifteen (15) school days after receiving the decision at Stage 1. The official grievance record maintained by the Superintendent shall be available for the use of the Board.

B. Within fifteen (15) school days after receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session.

C. Within ten (10) school 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 the LCDS.

Stage 3 - Arbitration

A. After such hearing, if the LCDS member and/or LCDS are not satisfied with the decision at Stage 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) school days of the decision at Stage 2.

B. Within five (5) school days after such written notice of submission to arbitration, the Board and the LCDS 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 LCDS.

ARTICLE IX - EXTENDED BENEFITS

A. Tuition Plan

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

a:\agreements\supervisor.dis