

Agreement

between the

**Board of Education
of the
Lenape Regional High
School District**

and the

**Lenape District
Administrators
Association**

**July 1, 2012
through
June 30, 2013**

TABLE OF CONTENTS

| | | |
|-----------------|---|-----------|
| ARTICLE I | Recognition | 3 |
| ARTICLE II | Negotiations Procedure | 4 |
| ARTICLE III | Grievance Procedure..... | 5 |
| ARTICLE IV | Salaries..... | 8 |
| ARTICLE V | Sick Leave..... | 9 |
| ARTICLE VI | Vacation & Holidays..... | 10 |
| ARTICLE VII | Professional Improvement..... | 12 |
| ARTICLE VIII | Maternity/Child Rearing Leave of Absence..... | 13 |
| ARTICLE IX | Personal Leave..... | 14 |
| ARTICLE X | Insurance Coverage..... | 15 |
| ARTICLE XI | Tax Sheltered Annuity and Federal Credit Union..... | 17 |
| ARTICLE XII | Separability and Savings..... | 18 |
| ARTICLE XIII | Miscellaneous Provisions..... | 19 |
| ARTICLE XIV | Duration of Agreement..... | 20 |
| | | |
| SALARY SCHEDULE | Asst Principal/Supervisor of Instruction..... | 2012-2013 |

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association, as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all day time High School Assistant Principals/ Supervisors of Instruction employed by the Board. Specifically excluded are all other employees of the Board not enumerated above. The reference to males when used in this Agreement, shall also apply to females. References in the singular shall apply in the plural as well.

ARTICLE II

NEGOTIATIONS PROCEDURE

- A. Any Agreement negotiated by the parties shall apply to all employees in the unit, shall be reduced to writing, and, when approved by the appropriate resolution of the Association, and adopted by the appropriate resolution of the Board, shall be signed by the Association and the Board.
- B. This Agreement shall not be modified in whole or in part except by an instrument in writing duly executed by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

A. DEFINITION

The term grievance is limited to a complaint or claim that there has been an improper application, interpretation or violation of the provisions of this Agreement.

B. PROCEDURE

1. A grievance may be filed by an individual member, a group of members, or by the Association on behalf of an individual or group of members, and must be filed within fifteen (15) working days from the occurrence thereof.

2. Informal Attempts to Resolve Grievances

An individual unit member who has a complaint shall discuss it first with his Building Principal in an attempt to resolve the matter informally.

3. Level I – Building Principal

If as a result of the discussion, the matter is not resolved to the satisfaction of the grievant within five (5) working days, he shall set forth his grievance in writing to the Building Principal specifying:

- a. The nature of the grievance including an explanation stating which specific contractual provision has allegedly been violated.
- b. The nature and extent of the injury, loss or inconvenience.
- c. The result of the previous discussion.
- d. His dissatisfaction with the decisions previously rendered.

The Building Principal shall communicate his decision to the grievant in writing within five (5) working days of receipt of the written grievance.

4. Level II - Superintendent of Schools

The grievant, no later than five (5) working days after receipt of the Building Principal's decision, may appeal his decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing, reciting the matter submitted to the Building Principal as specified above and his dissatisfaction with the decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed fifteen (15) working days. The Superintendent shall communicate his decision in writing to the grievant and to the Building Principal.

5. Level III - Board of Education

If the grievance is not resolved to the grievant's satisfaction, he no later than five (5) working days after receipt of the Superintendent's decision may request a review by an existing committee of the Board of Education. This request shall include all related papers and be forwarded to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the grievant and render a decision in writing within thirty-five (35) working days of receipt of the grievance by the Board.

6. Level IV - Arbitration

If the decision of the Board does not resolve the grievance to the satisfaction of the grievant, notice of intention to proceed to arbitration shall be given to the Board through the Superintendent within ten (10) working days after the receipt of the decision which is being appealed. Where, however, the grievant elects so to proceed without the Association's concurrence, the costs shall not be borne or shared by the Association, but shall be borne by the individual grievant.

Arbitration shall be limited solely to alleged violations of this Agreement. The grievance not resolved by timely resort to the foregoing procedure, shall be subject to arbitration initiated and conducted under the rules of the American Arbitration Association.

The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. His authority shall be solely limited to the interpretation of the Agreement and he shall have no authority to add to, subtract from or modify any of the provisions of this Agreement, or any policy of the Board of Education. In rendering his decision, the arbitrator shall be bound by the laws of the State of New Jersey in the United States, Decisions of the Courts of New Jersey and the United States, and Rulings and Decisions of the Commissioner of Education and the State Board of Education. The arbitrator's decision shall be submitted to the Board and the Association and shall be final and binding upon the parties, subject to court review if any.

C. MISCELLANEOUS PROVISIONS

1. Failure To Communicate A Decision

Failure to communicate a decision at any step within the specified time limitation shall constitute a negative response and shall permit the grievant to move the grievance to the next step of the grievance procedure. The failure to appeal within the specified time limitations from an answer which is unsatisfactory, shall be deemed to constitute an acceptance of such response as dispositive.

2. Separate Grievance File

All documents, communications and records dealing with the processing of the grievance, shall be filed in a separate grievance file, and shall not be kept in the personnel file of the participants.

3. Right to Representation

Any grievant may be represented at all stages of the grievance procedure by himself or, at his option, by a representative selected and approved by the Association. When the grievant is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the Superintendent or any later level, be notified that the grievance has been processed, and have the right to be present and present its position in writing at all hearing sessions held concerning the grievance, and shall receive a copy of all decisions rendered.

4. The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting his appeal with respect to his personal grievances.

5. Meetings and Hearings

No meeting or hearing conducted under this procedure shall be public. The only parties in attendance shall be the parties in interest and the designated or selected representatives contemplated in this Article.

6. Costs

Each party will bear the total cost incurred by themselves. Fees and expenses of the Arbitrator, including per diem expenses, if any, and actual necessary travel, subsistence expenses, the cost of the hearing room, court stenographer, if any, and transcripts of proceedings, if any, are the only costs which will be shared by the two parties and such costs will be shared equally.

7. Time lost by any grievant and/or representatives due to arbitration proceedings, shall be without pay, unless the grievant prevails in such proceedings.

ARTICLE IV

SALARIES

- A. The salaries of all employees covered by this Agreement are set forth in the schedule A which is annexed hereto and made a part hereof.
- B. The Board shall authorize the payment of NJPSA Basic Membership Dues to be paid for each unit member on a yearly basis.
- C. A stipend position shall become pensionable if possible and allowable by Division of Pensions. All stipend position shall remain outside of the bargaining unit.
- D. All unit members will advance one step on the salary guide for the 2012-2013 school year.

ARTICLE V

SICK LEAVE

- A. The Board shall grant twelve (12) sick leave days per year to all employees on twelve (12) month contracts.
- B. On missed days beyond accrued sick leave employees will have deducted 1/240th of their salary for each day of absence of excess of the total of their accrued sick leave.
- C. Payment in the amount \$290 per day in 2012-2013 for unused sick leave will be made:
 - 1. Upon reaching Step 6 or higher, an employee may request to receive combined sick and vacation reimbursement not to exceed the annual amount of 20% of member's pensionable salary for that year. However, the employee must maintain at least 90 sick days in their bank until he/she is within three (3) years of retirement eligibility.
 - 2. To an employee who receives a pension immediately upon retiring from service, these funds will be paid out quarterly over a minimum of three years and at the employees request over a maximum of five years after the effective date of the employee's retirement.
- D. For unit members hired on or after July 1, 2008, any sick days accumulated as a member of another bargaining unit will be paid to the employee upon his/her retirement at the rate currently in effect for that bargaining unit.
- E. Sick Day payments at retirement will be paid by way of 403(b) post retirement contributions.
- F. Payment of accumulated sick leave as indicated in (C.) above will be made to an employee's estate if that employee dies while in service or before all payments have been made after retirement.

ARTICLE VI

VACATION & HOLIDAYS

- A. All employees shall be entitled to accrue 20 paid vacation leave days per year. Employees, upon reaching the highest numbered step on the salary guide, shall be entitled to 25 paid vacation days. The employees who are eligible to accrue greater than 20 days may choose to either use the additional vacation days, or receive pay at their normal daily rate in lieu of the days beyond 20.
- B. Employees hired prior to July 1, 2006 who did not receive 20 vacation days during their first year of employment shall be given those 20 days that will be placed into their vacation bank.
 - 1. Employees upon reaching Step 6 or higher on the salary guide shall be entitled to compensation at their daily rate not to exceed 20% of their annual pensionable salary for sick and vacation compensation combined.
- C. Vacation times shall be scheduled to coordinate with the work schedule and subject to the approval of the Superintendent.
- D. Employees shall limit vacation to not more than ten (10) consecutive working days unless permission is granted by the Superintendent.
- E. An employee who resigns and or retires during their contracted period of employment shall have their accrued vacation time paid at their per diem rate.
- F. Generally, vacations are not to be taken during the month of June nor during the five (5) scheduled working days preceding and fifteen (15) scheduled working days following the official reporting date for the instructional staff.
 - 1. Vacation requests by specific employees during the noted time will be considered by the Superintendent on an individual basis, however, the efficient operation of the school district will be primary in the decision to allow such request. Such decisions will not be subject to the grievance procedures referenced in this agreement.
- G. Up to five (5) unused vacation days per year may be placed in a vacation bank by the employee. The total accrual of such bank shall not exceed twenty-five (25) days **except as indicated above in (B)**. The employee, with the prior approval of the Superintendent, may utilize days placed in the vacation bank as regular vacation days during any contractual year.

H. HOLIDAYS

1. All employees shall be entitled to paid holidays in accordance with the Board of Education approved school calendar.
 2. If Independence Day falls on a Saturday, employees shall not be required to work on the preceding Friday, and if the holiday falls on a Sunday, employees shall not be required to work on the following Monday. If school is in session on the Friday or Monday above, the employee shall receive a "floating" holiday which will be taken on a day approved by the administration.
- I. In the event of a conflict between the above referenced benefits and the managerial requirements of the District, the needs of the District shall prevail.
- J. Payment of accumulated vacation as indicated in (A, B & D.) above will be made to an employees' estate if that employee dies while in service or before all payments have been made after retirement.

ARTICLE VII

PROFESSIONAL IMPROVEMENT

A. Any course at the graduate level and relating to education or undergraduate courses relating to professional or technology areas shall be approved and reimbursed at 100%. To be eligible for tuition reimbursement the employee must attain at least a grade of B.

B. PROCEDURE

1. Request for reimbursement should be made on the form provided by the Office of the Superintendent three (3) weeks prior to enrollment in the course (s).
2. The cost of tuition, registration, and fees paid to the accredited school, college or university shall be reimbursed at the exact cost but not exceeding annual maximum limits.
3. The cost of these benefits will be charged to and considered expended in the budget year (July 1 to June 30) in which the course begins.
4. No funds under this article will be allocated to an employee on any leave status.
5. Reimbursement shall be based on furnishing satisfactory proof of payment to the accredited school, college, or university and by the submission of an official document indicating the employee successfully completed the course work or training.
6. The board will limit individual expenditures to \$2,650 annually per unit member with a \$12,500 annual unit cap.

C. The Board shall permit a reasonable amount of release time for the employee, as deemed appropriate by the Superintendent, to attend activities promoting his professional growth and responsibility and shall pay all necessary travel, registrations and sustenance expenses in accordance with Board policy.

ARTICLE VIII

MATERNITY/CHILD REARING LEAVE OF ABSENCE

A. DEFINITION

1. Maternity Leave - The actual period of disability due to a pregnancy or a related illness.
2. Child Care Leave - A leave of absence without pay available to men and women for care of a child.

B. Maternity leave shall commence on a date requested by the employee and certified by the physician as being within the period of disability. (Normally deemed to be thirty calendar days before and thirty calendar days after the anticipated date of delivery)

- a) Maternity leave will be with pay to the extent of any accumulated sick leave earned.

C. Child care leave will be granted by the Board commencing on a date immediately subsequent to the maternity component. Such leave may continue for a period not to exceed eighteen (18) calendar months. Employees may return from such leave at any time, with at least thirty days advance notice.

1. Employees desiring to take a leave of absence under the provisions of the Family Leave Act must request such leave in writing.

D. A husband requesting a child care leave shall be eligible for such leave beginning on the wife's date of delivery.

E. The length of a child care leave for a non-tenured employee shall be no longer than the duration of the contractual year in which the leave is granted.

F. Upon return from leave, the employee shall be reinstated to the same or similar position.

G. Advancement on the salary guide shall be based on the date of commencement of leave. If the employee worked more than 90 days - 1/2 step will be granted. If more than 135 days are worked - one full step will be granted.

H. The Board may grant an extension for a reasonable length of time.

ARTICLE IX

PERSONAL LEAVE

- A. Every employee will be granted personal leave in the amount described below without salary deductions.
- B. Personal leave must be requested and approved by the Superintendent at least five (5) school days in advance of the time for which such leave is requested. Emergency events not predictable five (5) days in advance will be considered immediately.
- C. Personal Leaves are defined as and may be taken as follows:
1. Three (3) days will be granted for unchallenged reasons. All of these days may be converted and placed into the employee's accumulated sick leave bank if not used during a contract year.
 - a) These days may not be taken on a school day immediately preceding or following school calendar holidays.
 - b) No more than 15% of the employees in each building will be granted an unchallenged personal day at a given time.
 2. Bereavement Days
 - a) Death in Immediate Family - Five days per occurrence for death of spouse, children, employee's and spouse's parents, and employee and spouse's siblings.
 - b) Three days for other immediate family members living in employee's household.
 - c) Other Family Deaths - One day per occurrence for death of employee's or spouse's great grandparents, grandparents, grandchildren, aunt, uncle, niece, nephew or first cousins.
 3. Jury Duty - Amount of time necessary to comply.
 - a) The Board will pay the difference between jury duty pay and the average daily earnings of the employee.
 - b) The employee must present a completed form which is obtained from the court at the time of services proof of jury duty .
 4. Court Order - Amount of time necessary to comply. Not applicable if the employee is found guilty as a party to the Court proceedings.
- D. Days taken under C.2 thru C.4 will not count as unchallenged days as listed in C.1 above.
- E. Additional personal leave with pay may be granted by the Superintendent at his discretion.
- F. Other requests for emergency and/or personal leave without pay shall be discussed with the Principal and shall be forwarded to the Superintendent with appropriate recommendations for discretionary action by the Superintendent as approved by the Board.
- G. Throughout the Article, whenever the term "spouse" is referenced, a Civil Union Partner shall be accorded the same rights and privileges, if Civil Union Partners produce a Civil Union license to the Board Office.

ARTICLE X

INSURANCE COVERAGE

- A. The Board will provide medical coverage in format and benefit levels mutually agreeable to the parties.
1. Unit members shall contribute towards the total costs of his/her health benefits as required by applicable federal and state laws and regulations, specifically including P.L. 2011, Chapter 78.
 2. Unit members whose spouses are not employees of the District may at their option elect participation in the coverage declination/payment receipt provision.
 3. In the event that the covered spouse loses insurance coverage for any reason, the non-covered spouse may reinstate eligible medical coverage immediately.
 4. In the event that the Board contracts with an alternate health care provider, the plan of reference for "equal to or better than" shall be the School Employees State Health Benefits Plan NJ Direct 10 in effect July 1, 2008. Current co-insurance rates, co-pays, and deductibles will remain in effect for the life of the contract, or the BOE moves to the School Employees State Health Benefits Plan at which time the SEHBP co-insurance rates, co-pays, and deductibles would be in effect.
- B. Prescription Coverage: Current copays and deductibles will remain in effect for the life of the contract, or the BOE moves to the School Employees State Health Benefits Rx Plan at which time the SEHBP Rx copays and deductibles would be in effect.
1. Prescription Plan employee co-payments will be as follows:

| <u>Brand Name</u> | <u>Generic</u> | <u>Mail Order Brand Name</u> | <u>Mail Order Generic</u> |
|-------------------|----------------|------------------------------|---------------------------|
| \$15 | \$7 | \$5 | \$0 |
 2. In the event that spouses are both unit members, there shall be no duplication of prescription coverage. All dependents who would have been eligible for coverage had both members maintained coverage shall continue to receive prescription drug benefits. Should there be any change in status due to death, divorce, resignation, retirement, etc. the previously non-covered member will immediately be enrolled in the District prescription plan.
 3. Effective 2/1/01, retiree prescription coverage will be deleted for those retirees and spouses eligible for SHBP prescription coverage. If the State of New Jersey cancels the state prescription program for retirees and / or spouses, then any eligible Lenape District retirees and / or spouses will be immediately re-enrolled in the Lenape District plan.
 4. Unless otherwise prescribed by a licensed physician, generic drugs shall be dispensed.
 5. Any prescribed drug which is or will become offered and available "over-the-counter" shall be deleted from the prescription plan covered by this agreement.

- C. The Board will pay 100% of the cost for the following levels of dental coverage:
1. For Employees, Spouse and Children: 100% coverage for Preventive and Diagnostic Services, 85% for Remaining Basic Services, 50% for Crowns and Prosthodontic Services.
 2. A calendar year maximum benefit of \$1,500 per patient.
 3. Unit members who retire with 30 years of service to the district will continue to have dental coverage paid by the district after retirement.
- D. The District will not be required to provide reimbursement for Medicare Part B premiums.
- E. Nothing in this Article prohibits the Board from unilaterally contracting with alternate health care insurance companies provided that a program equal to or better than the previous program is procured. Prior to the effective date of such change the Board shall provide the Association with 60 days notice.
- F. Medical, dental and prescription coverage will terminate on the last day of the month in which the employee separates from District service.

ARTICLE XI

TAX SHELTERED ANNUITY AND
FEDERAL TEACHERS CREDIT UNION

- A. The Board shall authorize a salary deduction for the purpose of a tax sheltered annuity program. A maximum of two deduction changes may be made each calendar year. An initial selection will be considered a change. The only obligation of the Board under this provision shall be to provide for the salary deduction.

- B. The Board shall authorize a salary deduction for the Burlington County Federal Teachers Credit Union.

- C. The Association shall indemnify, defend and save the Board harmless against any and all claims, demand, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon payroll deduction authorization cards submitted by the Association to the Board.

ARTICLE XII

SEPARABILITY AND SAVINGS

- A. 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 provision or application shall not be deemed valid and substantive, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

- A. Any individual contract between the Board and 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.

- B. In consideration of this Agreement, the Association agrees that it will not cause, sponsor, and/or participate in any strike, engage in any work stoppage, work slowdown, or cause any sanction to be brought against the Board of Education of the Lenape Regional High School District during the term of this Agreement.

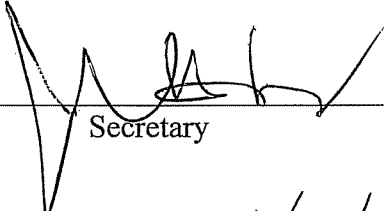
- C. Copies of this Agreement shall be printed at the expense of the Board, after agreement between the parties on the format, and shall be distributed to all administrators employed by the Board.

ARTICLE XIV

DURATION OF AGREEMENT

THIS AGREEMENT shall be in full force and effect as of July 1, 2012 and shall remain in full force and effect through the succeeding years ending June 30, 2013.

BOARD OF EDUCATION OF LENAPE REGIONAL HIGH SCHOOL DISTRICT

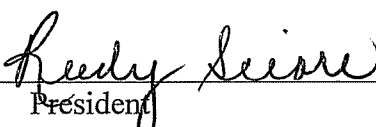
Attest: 
Secretary

By: 
President

Date of Signing: 6/20/12

LENAPE DISTRICT ADMINISTRATORS AND SUPERVISORS ASSOCIATION

Attest: _____
Secretary

By: 
President

Date of Signing: 6/20/12

SALARY SCHEDULE

**ASSISTANT PRINCIPAL /
SUPERVISOR OF INSTRUCTION**

| STEP | SALARY |
|-------------|---------------|
| | 12-13 |
| 1 | 92,000 |
| 2 | 95,000 |
| 3 | 100,000 |
| 4 | 104,800 |
| 5 | 110,000 |
| 6 | 117,000 |
| 7 | 119,500 |
| 8 | 121,800 |
| 9 | 124,300 |
| 10 | 133,000 |
| 11 | 141,000 |