

AGREEMENT

between the

LEONIA EDUCATION ASSOCIATION

and the

LEONIA BOARD OF EDUCATION

2008-2009

through

2010-2011

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ARTICLE I

RECOGNITION

- A. During the term of the agreement, the Leonia Board of Education recognizes the Leonia Education Association as the exclusive representative for collective negotiations covering the terms and conditions of employment between the Leonia Board of Education and all contractual employees represented by the Association:

Teachers
Nurses
Psychologists
School Counselors
Program Leaders
Diagnostic and Remediation Specialists
Occupational Therapist
Librarians
Social Workers
Secretaries
Supplementary Instructors
Technology Systems Coordinator
Regularly employed professional members of the bargaining unit performing professional services during the summer months
Teacher/Technology Assistants*

but excluding:

Superintendent of Schools
Assistant Superintendent of Schools
Board Secretary/Business Administrator
Secretaries to the above
Principals
Vice Principals
District Coordinators
Subject Supervisors
Payroll Clerk
Accounts Payable Clerk

Custodial/Maintenance Personnel

*Except as otherwise specifically provided for in this agreement, the only articles of the Agreement that apply to teacher assistants are the following:

Article I	Recognition
Article II	Negotiation of Successor Agreement
Article III	Teacher and Association Rights
Article IV	Personal and Academic Freedom
Article V	Board Rights
Article VI	Consultative Participation
Article VII	Grievance Procedure
Article X	Posting
Article XIII	Right to Examine Personnel Files
Article XV	Sick Leave Policy
Article XXIII	Fully Bargained Agreement
Article XXVII	Representation Fee
Article XXVIII	Duration of Contract

- B. Unless otherwise indicated the term "teacher" refers to all employees as indicated in Section A of this article.
- C. All matters relating to new positions shall be covered by applicable law and Article X.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The Board and the Association agree to enter into negotiations over a successor agreement in accordance with the rules and regulations of the Public Employment Relations Commission. At that time, the Association and the Board agree to present to each other their proposals for modifications to be included in the successor agreement. Each party shall be free to propose and negotiate with regard to all appropriate subjects which it desires to place before the other for

consideration. Any agreement so negotiated shall incorporate all rights and obligations assumed by each party, and reflect the complete understanding on all bargaining issues which were brought to the bargaining table. Such agreement shall apply to all members of the negotiating unit, shall be reduced to writing, and after ratification by the Board and the Association, signed by all parties.

- B. Neither party in any negotiations shall have control over the selection of the negotiation representatives of the other. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations, consistent with their status as representatives of their principals.
- C. During its term, this Agreement shall not be modified in whole or in part by the parties, except by mutual agreement to reopen for negotiations and by a written amendment duly executed by both parties.

ARTICLE III

TEACHER AND ASSOCIATION RIGHTS

- A. Pursuant to the New Jersey Employer-Employee Relations Act, the Board and the Association hereby agree that every employee of the Board as set forth in Article I, paragraph A, shall have the right freely to organize, join and support the Association and its affiliates, and in concert with fellow members to engage in those activities expressly enumerated in said Act, or to refrain from any and all such activities.
- B. The Association will be extended the privileges of use of facilities, administrative services, etc., for purposes that properly pursue the letter and spirit of Chapter 123 subject to the Board's primary responsibility to carry out the curriculum and school administrative responsibilities.

- C. The Association shall have the right to two (2) Association meetings per school year during the contractual day. In order to facilitate the efficient operation of the district schools, these procedures shall be followed:
1. Meetings shall be held in conjunction with professional days whenever possible.
 2. The length of the meeting shall be no less than one (1) hour with allowance made for members to move to the meeting place and return to their respective buildings.
 3. The scheduling of the meeting time shall be mutually agreed upon between the Board and the Association.
 4. In the event that a professional day is canceled or used for any other purpose, compensatory time will be given to the Association through an early release of members from a work day mutually agreed upon by the Board and the Association. Compensatory time shall be following the student day.
- D. One period of release time per day shall be given to the President of the Leonia Education Association to conduct in-district business. Optimum time for this release is the last teaching period of the day.
- E. During a contract negotiation year, the Chair of the LEA Negotiations Committee will be exempt from a duty assignment beginning November 1 of the year of negotiations.
- F. Any teacher who must travel from one building to another will be granted no less than fifteen (15) minutes travel time in each direction. This time will not be considered part of the professional preparation time. The teacher will be reimbursed at the applicable IRS rate.

- G. Teachers may enroll their children in the Leonia School District based on tuition of 50% for that grade level. Notification of intent shall be sent to the office of the Superintendent no later than August 15 except in cases of emergency during the school year. It is understood that all Leonia and Edgewater residents must be accommodated first.

ARTICLE IV

PERSONAL AND ACADEMIC FREEDOM

The Board and the Association agree that a climate of academic freedom is a worthwhile goal as long as such freedom is exercised reasonably within the curriculum, and with consideration of the appropriateness of the material in view of the age and maturity of students.

ARTICLE V

BOARD RIGHTS

The Board of Education reserves to itself the right, in accordance with applicable laws and regulations and contract agreement

1. to direct employees of the school district
2. to hire, promote, transfer, assign and retain employees in positions with the school district and to suspend, demote, discharge or take other disciplinary action against employees
3. to relieve employees from duties because of lack of work or other legitimate reasons
4. to make and implement plans and to organize and reorganize as may be necessary
5. to maintain the efficiency of the school district operations entrusted to them

6. to determine the methods, means and personnel by which such operations are to be conducted
7. to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency
8. to perform such other activities as shall be prescribed by statute or Rules and Regulations of the New Jersey State Board of Education.

The Leonia Education Association recognizes the Board of Education's rights to direct and control its policies subject to the obligations of this agreement. The employees will cooperate with the Board of Education within the obligations of this agreement to facilitate the effective operation of the school district.

ARTICLE VI

CONSULTATIVE PARTICIPATION

A. Purpose

It is the purpose of this article to establish a formal plan for consultative participation between the Board, the Administrators, the Staff and the Association in order to:

1. Augment individual teacher and Association contribution to the educational program.
2. Improve communications between individual teachers, the Association, the Administrators and the Board.
3. Allow Staff and the Association to have input into the implementation of current, new and/or revised aspects of the educational program which may affect terms and conditions of employment and to resolve problems arising therefrom.

B. Operating Concepts

The following operating concepts will apply:

1. Effective consultative participation that all the parties, to the extent possible, be permitted an opportunity and a framework in which a free and open examination of ideas regarding the purposes as set forth above may be achieved.
2. All parties are entitled and encouraged, through the framework hereafter set forth, to review and study the educational program, and particularly such aspects as affect terms and conditions of employment of teachers.
3. Consultative participation requires the establishment of coordinating and working units designed to carry out its intent. Therefore, there will be established High School, Middle School

and Elementary School Committees who will meet for this purpose.

C. Building Committees

1. Membership - Building committees will each consist of the Principal and the Association Faculty Representatives elected by the Association.
2. Responsibilities - Building Committees are working committees, reporting to the District Committee through their respective chairperson. Building Committees will submit findings and recommendations, including dissenting viewpoints.
3. Building Committees will hold monthly meetings. Additional meetings will be held whenever such meetings are mutually considered necessary. Meetings should be scheduled so as to coordinate with the District.

D. District Committee

If the concerns expressed through a Building Committee cannot be resolved at the building level, or if they transcend the building level, they shall be taken to the District Committee. The District Committee shall consist of the Superintendent, the Principals, and two (2) staff members to be elected by the Association of each of the buildings involved. The chairmanship shall alternate annually between the Association representatives and the Administrative representatives. The District Committee shall meet within ten (10) working days at the request of either party.

E. Consultative Participation Committee

If the concerns expressed through the District Committee cannot be resolved, they shall be taken to the Consultative Participation Committee, which shall consist of members of the District Committee and three (3) Board members. The chairmanship shall alternate annually between the Association representatives and the Board of its designee. The Consultative Participation Committee shall meet three (3) times per year at the request of either party and for as many additional meetings as may be mutually agreed upon.

F. Areas of Consideration.

The Building and District Committees should develop areas of consideration and agendas upon the basis of "need for consultative participation" within the framework of the purposes set forth above. The following is a partial list of areas of consideration:

1. curriculum development and evaluation
2. professional development of staff
3. areas in which staff can help improve educational programs

G. Health & Safety

A joint health and safety committee shall be established and consist of 2 of members appointed by the association president and 2 of members appointed by the superintendent. A chairperson shall be jointly appointed by the Association president and the Superintendent. The committee shall meet at least 4 of times each year to develop, review, and implement training programs and procedures in areas of concern to the parties.

H Notwithstanding any other provisions of the Agreement limiting obligated time of teaching staff members, any employees named to the Committees

established by this article shall attend any and all meetings, work sessions or other forms of involvement in the Consultative Participation process on their own time and with no additional compensation.

ARTICLE VII

GRIEVANCE PROCEDURE

A. Definition

A "grievance" shall be an appeal set forth by an employee concerning an alleged interpretation, application, or violation of this Agreement. The term "grievance" shall not apply to:

1. any matter for which a method of review is prescribed by law or
2. any rule or regulation of the State Commissioner of Education or
3. any matter which according to law is either beyond the scope of the Board authority or limited to unilateral action by the Board alone or
4. a complaint of a non-tenured teacher which arises by reasons of his/her not being reemployed or
5. a complaint by any certificated personnel occasioned by lack of appointment to, or lack

of retention in any position for which tenure is either not possible or not required.

To be considered under this procedure, a grievance must be initiated by the employee within thirty (30) calendar days of its occurrence.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the grievances which may arise from time to time. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

Every effort should be made to resolve all grievances by the end of the school year. If this is not possible, then the time limit should be shortened to make every effort to resolve the grievance by the end of the school year. In the event this time limit cannot be adhered to, the Board and the Association will consider a request to continue the proceedings through the summer months in order that the grievance can, if possible, be resolved before the opening of school.

1. Level One

A teacher with a grievance shall first discuss it with his/her Principal or immediate superior, either directly or through the Association's designated representative, known as the Grievance Representative, with the objective of resolving it informally. Such discussions shall begin with a statement of the grievance.

2. Level Two

If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5)

school days, he/she shall set forth his/her grievance in writing to the Principal specifying:

- a. the nature of the grievance
- b. the nature and extent of the injury, loss or inconvenience
- c. the results of previous discussions
- d. his/her dissatisfaction with decisions previously rendered
- e. the remedy being sought by the grievant.

The principal shall communicate his/her decision to the employee in writing within five (5) school days of receipt of the written grievance.

3. Level Three

The employee, or at his/her request, the Grievance Representative, may appeal the Principal's decision or may submit his/her grievance to the Superintendent of Schools if no decision has been rendered within five (5) school days. The appeal must be made in writing, reciting the matter submitted to the Principal as specified above and his/her specific dissatisfaction with decisions previously rendered. The Superintendent shall proceed to resolve the matter as quickly as possible, but within a period of ten (10) school days. The Superintendent shall communicate his/her decision in writing to the employee and the Grievance Representative and the Principal.

4. Level Four

If the grievance is not resolved to the employee's satisfaction, he/she may request a review by the Board of Education. The written request and all related papers shall be submitted to the Secretary/Business Administrator of the Board of Education within five (5) school days of the Superintendent's decision. The Board, or a committee thereof, shall review the grievance and will within thirty (30) calendar days of receipt of the grievance, hold a hearing

with the employee and the Grievance Representative, and shall render a decision in writing within (30) calendar days of receipt of the grievance by the Board of the date of the hearing with the employee, whichever comes later.

5. Level Five

If the employee is dissatisfied with the decision of the Board, then within five (5) school days of the date on which the Board responded, or should have responded, the Association may submit the matter to the Public Employment Relations Commission for arbitration. A copy of such submission shall be simultaneously served upon the Secretary/Business Administrator of the Board of Education.

6. Arbitration Procedures

(a) Upon submission of a request for arbitration to the Public Employment Relations Commission, the parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.

(b) The arbitrator so selected shall confer with representatives of the Board and the Association and hold hearings promptly and issue a decision no later than twenty (20) calendar days from the date of the close of hearing, or if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him/her, or from the date the final briefs are submitted by the parties. The arbitrator shall be limited to the issues and facts submitted to him/her and shall consider nothing else. The arbitrator shall be without jurisdiction to add to, subtract anything from, or modify in any fashion the Agreement between the parties. The arbitrator's decision shall be in writing and set forth his/her findings of fact, reasoning, and conclusions on the issues. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final.

(c) The costs for the services of the arbitrator shall be borne equally by the Board and the Association.

(d) Every effort shall be made to conduct hearings after regular hours of employment whenever arrangements can be made. If the arbitrator is available only during the regular scheduled school day, the allowable times off with pay shall be limited to a maximum of three (3) work days solely for this purpose and will not affect those days specified in Board policy.

(e) All meetings and hearings under this procedure will not be conducted in public and shall include only such parties of interest and their designated or selected representatives heretofore referred to in this document.

(f) All time limits are maximums and the intent is to handle all grievances as expeditiously as possible.

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

D. Forestalling Grievances

Notwithstanding the specific procedures set forth above, nothing contained herein shall preclude an employee from meeting informally with the Superintendent of Schools in order to discuss an impending grievance and forestall its occurrence.

ARTICLE VIII

TEACHER WORK YEAR

The Superintendent and his/her advisors will consult (meet) with the Association on the preparation of the school calendar prior to submitting it to the Board of Education for review. Subsequent changes shall be made only after

consultation with the Association. The Board has the right at all time of final approval of the calendar.

The work year shall consist of 182 days for students, 186 for existing staff and 188 for new staff. The work year for a Program Leader shall be 186 days during the academic year, plus an additional 3 days during the Summer break, at a salary of \$5,300 for the 2008-2009 school year, \$5,500 for the 2009-2010 school year, and \$5,700 for the 2010-2011 school year plus up to ten days in the summer break, at the discretion of the Superintendent, at a salary of \$300 per day for the 2008-2009 school year, \$315 for the 2009-2010 school year and \$325 for the 2010-2011 school year.

Professional days shall not exceed two consecutive days at any one time.

All non-tenured teachers will participate in 10 hours yearly of after school professional workshops that are district sponsored and/or authorized. As often as is feasible, workshop presenters will be drawn from District staff who will receive an extra-pay stipend at the workshop rate. Tenured teachers may also earn professional development hours by choosing to participate in district sponsored and/or authorized after school workshops.

Martin Luther King day shall be a legal holiday with no in-service training. The Board reserves the right to use this day as a school day in case of emergency.

There shall be a single session day on the day before Thanksgiving. The last three school days shall be single session days for students in all district schools. Any teacher having a graduation duty shall have a single session on graduation day.

The last day of the work year shall be an in-service day which shall consist of various end-of-the-year clerical and professional duties. The work day for any teacher shall end upon the completion of these duties, but in no instance shall be longer than 4 hours and 15 minutes.

ARTICLE IX

NOTIFICATION OF CONTRACT

Teachers shall be notified of their employment and salary status for the ensuing year no later than May 15, or such date as found in N.J. S. 18A. Notices and/or contracts shall be returned, signed by the employee, within two (2) weeks of receipt of said notice or contract. After seven (7) working days the Board shall provide the Association President with a list of personnel who will not be returning to the district.

ARTICLE X

POSTING

A. When a new, administrative, promotional, or extra pay position becomes available in the district, notice to the staff shall be posted in the office of each building.

B. 1. The term "promotional" refers to an administrative opening such as Superintendent, Director of Curriculum Administration, Supervisor, Principal, Vice Principal, or any similarly defined position that may be subsequently established.

2. The term "extra pay" position refers to an extra or co-curricular position for which additional compensation in the form of money or reduced load is offered.

3. The term "new position" refers to a newly created position within either of the above two categories.

ARTICLE XI

TEACHER ASSIGNMENT

The Superintendent will advise teachers of their building/class and or subject and room assignment for the coming year at the earliest date possible but no later than the last day of school.

All above assignments are subject to change if subsequently deemed necessary for the proper operation of the system and notification of change shall be forwarded immediately to the teacher.

ARTICLE XII

TEACHER HOURS AND LOAD

- A. The work week, exclusive of extended day meeting times, shall consist of 2235 minutes or four 7 ½ hour days and one 7 ¼ day which shall be Friday or the last workday of the week. The work day on the first and third Monday of the month shall be extended to 8 hours for the purpose of faculty and related professional meetings. If the first or third Monday of the month falls on a holiday, the next Monday's work day will be extended to 8 hours to allow for faculty and related professional meetings. On the third Monday of the month (the 8 hour day) all faculty will be responsible for only 7 extended days, omitting September, December and June. Five more extended days will be added to those already cited. These days will also be eight (8) hours long, with the extension to be used for collaborative professional work to improve educational programs. Dates to be determined by the Superintendent and approved by the LEA. All faculty, committee meetings and staff development programs shall be held on the 8 hour days. The hours of the work day shall be scheduled between 7:30 a.m. and 4:00 p.m. in consultation with building committee.
- B. The high school teachers' and specialists' week shall include:
1. Not more than 1,125 minutes of INSTRUCTION;

2. Not less than 450 minutes of Professional Preparation and no less than one such period per day ;
3. Not more than 220 ASSIGNED DUTY minutes. Anyone with less than a full teaching load may be given a second duty assignment. The building principal will honor all reasonable requests for duty rotations.
4. Not less than 220 minutes of duty free lunch;
5. The remaining 220 minutes will be allocated among homeroom, passing time, office hours, and extra curricular activities.
6. Part time teachers, who are 4/5, shall teach 4 classes and work 6 consecutive hours per day. These 4/5 teachers will perform homeroom duties if they have a first period class. Further, they shall be assigned one prep period, a lunch period and one full duty period each day. They shall only be required to attend district professional days, Back to School Night, and department articulation meetings. Should these teachers elect to take a 5th class, they will become full time.
7. Part time teachers who are 3/5 shall teach 3 classes and work 4 ½ consecutive hours per day. These 3/5 teachers will perform homeroom duties if they have a first period class. Further, they shall be assigned one lunch period and one full duty period each day. They shall only be required to attend district professional days, Back to School Night, and department articulation meetings.
8. Part time teachers who are 2/5 shall teach 2 classes and have one duty period and work 3 consecutive hours per day.

9. Part time teachers who are 1/5 shall teach 1 class and work 1 ½ hours per day. They will not be assigned a duty period.
 10. Starting time for each part-time teacher will be determined by the administration.
- C. The Program Leader's week shall include
1. Not more than 880 minutes of INSTRUCTION;
 2. Not less than 220 minutes of duty free lunch;
 3. The remainder of the week shall be devoted to PROFESSIONAL PREPARATION AND TO THE DUTIES OF THE PROGRAM LEADER.
- D. The middle school teachers' and specialists' week shall include:
1. Not more than 1,125 minutes of INSTRUCTION
 2. Not less than 360 minutes of PROFESSIONAL PREPARATION INCLUDING A MINIMUM OF 3 COMMON PLANNING PERIODS PER WEEK.
 3. Not more than 90 ASSIGNED DUTY minutes. The building principal will honor all reasonable requests for duty rotations.
 4. Not less than 225 minutes of duty free lunch;
 5. The remaining 435 minutes will be allocated among homeroom, passing time, office hours and extra curricular activity.
- E. The ACS teacher's and specialist's week shall include:
1. Not more than 1400 minutes of INSTRUCTION;
 2. Not less than 315 minutes of professional preparation exclusive of travel time during the

student instructional day. All ACS teachers and specialists will be given two 45 minute common planning periods per week, which will occur during the student instructional day.

3. Not less than 225 minutes of duty free lunch.
4. The remaining 385 minutes will be allocated between office hours and extracurricular activities.
5. ACS grade level teachers may be required to participate along with the specialist teacher in computer science and science classes only.

F. K-5 Parental Conferences shall be scheduled in the following manner:

1. Not more than 5 parental conference days per year, two of which may be in the evening
2. Evening conferences shall be scheduled from 6:00 – 7:30pm *and from 7:00 – 8:30pm*. There shall be a single session day on any day of evening conferences. These evening conferences shall not be scheduled before a holiday or a day off.

G. 6-8 Parental Conferences shall be scheduled in the following manner:

Evening conferences shall be scheduled from 6:00 – 7:30pm and from 7:00 – 8:30pm. These evening conferences shall not be scheduled before a holiday or a day off.

H. Any teacher who volunteers to teach an additional class over the teaching minutes stated above shall have his/her base salary increased by \$5,500 for a semester course and \$11,000 for a year's course pro-

rated to 182 days. These teachers will not be assigned a duty in the interest of providing ample time for additional class preparation and grading responsibilities. Academy staff members who begin work at 6:45 a.m. and end at 3:15 p.m. teaching a full load will receive a stipend of \$7,750 for coming in at 6:45 a.m. If this teacher works an additional period, an additional stipend of \$11,000 will be applied.

- I. The time ratios in Section B (1-5) and D (1-4) of this Article shall be maintained and all preparation and lunch periods will be given in ratio to teaching minutes.
- J. In addition to the duty periods required by Article XII (B)(2), the high school teachers may be requested to perform up to 5 duty periods per year. Assignment of these additional duties shall be made on a rotating basis and shall be limited to duty assignments. The administration shall not be permitted to use the additional duty periods for class coverage or to replace teachers used for class coverage. No teacher shall be assigned to more than one additional duty period per day.
- K. Teaching staff will have a minimum of 3 school days after the close of each marking period to submit all grades.

ARTICLE XIII

RIGHT TO EXAMINE PERSONNEL FILES

A teacher shall have the right, upon request, to review the contents of his/her personnel file and to receive a copy at Board Expense of any documents contained therein. In the event that additional copies are requested, the district equipment and supplies shall be made available to the teacher and/or an authorized Association Representative to duplicate the necessary papers.

A teacher shall be entitled to have a representative of the Association accompany him during such review. A teacher shall have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate to retain.

Said documents and all copies shall be reviewed by the Superintendent, or the Principal and his/her designee, and the teacher, and if mutually agreed upon, all copies shall be destroyed.

If no mutual agreement occurs between the teacher and the Principal, a decision will be arrived at by the Superintendent.

ARTICLE XIV

TUITION REIMBURSEMENT

A. Tuition Refund Policy

It is the policy of the Board to encourage members of the professional staff to continue their education so that ability and skill will improve constantly. To this end, the Board will refund a percentage of the tuition and fees expended by members of the professional staff who are in its employ according to the provisions appearing in this contract. Such courses must be in addition to those required by the New Jersey Department of Education for standard certification in the area in which the applicant is employed.

B. Administrative Rules and Regulations

1. Upon recommendation of the Superintendent and approval of the Board of Education, reimbursement shall be made for tuition for approved courses successfully completed in the amount of 50% for those on the A, B or C salary scales of the amount shown on the bursar's receipt up to a maximum amount of \$2000 for an individual for one school year including summer session.
2. To be approved, courses must appear in the standard catalog of an approved institution as graduate level and must be beyond the minimum required for standard New Jersey teaching certification.
3. Courses for which a tuition refund is requested must be proposed to the Superintendent on forms provided for that purpose and receive his/her written approval before the first meeting of the course. If the course is discontinued by the college, registration is closed, or some other reason beyond control of the applicant, a request for approval of a substitute course may be presented not later than the third week of the semester.
4. Approved courses must be either in a subject matter field corresponding to the employee's present assignment or area requested by the Superintendent. Acceptance or rejection of the course(s) will usually be made in writing by the Superintendent within two (2) days of application, but when further information is requested, or unusual circumstances are introduced, additional time will be taken to ensure fairness.
5. Courses subsidized by any governmental agency, foundation, or other agency or institution will be

ineligible for reimbursement. However, when such subsidy represent less than 50% of tuition and fees, reimbursement may be added to such subsidy to a total of 50% of the cost, provided the course meets all other requirements listed here.

6. Evidence of successful completion of a course shall be presentation of an official final report showing a mark of B or successful completion in a course not awarding a letter grade as set by the institution attended and an official bursar's receipt showing payment of tuition and fees involved. Where no grade is normally offered, a written statement from an official of the school attended attesting to the quality of the work shall be assumed equivalent. Such evidence shall be presented to the Superintendent prior to the presentation of recommendation for reimbursement to the Board of Education and shall be entirely the responsibility of the person involved. When a teacher is enrolled in an approved graduate degree program, the Superintendent may approve the total program, thereby waiving separate approval of each course. Such a teacher shall maintain an average of B or equivalent for the program completed to date for reimbursement.
7. Recommendations for reimbursement shall be presented to the Board of Education by the Superintendent for consideration of payment at the next meeting. Reimbursement will not be approved for anyone not under contract.
8. No request shall be considered more than six months after completion of the course which will be deemed to be the last scheduled meeting of the class and not to include extensions or special arrangements.
9. No retroactive application may be accepted.

10. The school year shall be from July 1 to June 30th for purposes of these regulations.
11. When the Superintendent so recommends and the Board approves, full costs may be assumed by the Board when employees are requested to participate in course, workshops, or institutes for the benefit of the Leonia Public Schools.
12. Exceptions to the above requirements may be granted on the recommendation of the Superintendent and the approval of the Board of Education. Such approvals should be sought and given prior to enrollment in the questioned course.
13. Upon recommendation of the Superintendent and the Supervisor under whom a secretary is directly employed, and approval of the Board of Education, reimbursement shall be made for approved course, regardless of graduate or undergraduate, successfully completed in the amount of 50% for a secretary employed in the district, up to \$1000.

ARTICLE XV

SICK LEAVE POLICY

- A. All teachers shall be allowed ten (10) days sick leave with full pay in any school year. All days of such sick leave not utilized that year shall be accumulative to be used for additional sick leave as needed in subsequent school years between September 1 and June 30th. In addition, all teachers shall be allowed one (1) non-accumulative sick day with full pay. The one non-accumulative sick day will be used after the ten days for that year and have no effect on the total past accumulated days that any teacher has earned in the district..

As of July 1, 1978, a teacher employed in summer programs is entitled to one (1) non-accumulative sick day at summer contractual rates for each three (3) weeks worked.

- B. Each employee shall file a statement following absence and may indicate on the form "personal illness". However, further specific details may be requested by the Administration.
- C. Absence for illness may require submission of a doctor's certificate stating he was in attendance upon the employee and certifying the absent employee is able to resume his normal duties. When he is available, the district's Medical Examiner may be utilized to certify whether an employee is able to resume his normal duties.
- D. No employee is entitled to receive pay for sick leave when not actually sick.
- E. Each teacher shall be given in duplicate, a written account of accumulated sick days by September 30th each year. The duplicate copy shall be signed and returned to the Superintendent's office.
- F. All secretaries are entitled to one (1) sick day for each month worked, i.e. 12 month secretaries 12 days. In addition, all secretaries shall be allowed one (1) non-accumulative sick day with full pay. The non-accumulative day will be used after the basic days for that year and have no effect on the total past accumulated days earned in the district. All days of such sick leave not utilized that year shall be accumulative to be used for additional sick leave as needed in subsequent school years.
- G. Any employee who retires according to the provisions of the Teachers' Pension and Annuity Fund or Public Employees' Retirement System in order to receive immediate benefits and not merely deferred

retirement shall be entitled to reimbursement for accumulated sick days according to the following scale:

The first fifty days at \$25 per day

The next fifty days at \$75 per day

The next one hundred days at \$100 per day

Each day over two hundred at \$150 per day

Reimbursement for accumulated sick days shall not exceed \$15,000.

Employees must notify the Superintendent of Schools of their impending retirement no later than January 1, prior to the date of retirement in order to receive reimbursement for accumulated sick leave benefits on July 1 of the next school year. Failure to do so will result in the deferral of payment for one year, except where timely notice cannot be provided for extenuating circumstances as determined by a committee to be comprised of two (2) Board members, two (2) Association members and the Superintendent.

H. For purposes of accumulated sick leave, a prorated formula of one sick day for each month of employment during a given year shall apply in the following cases:

1. Any employee hired after the school year commences
2. Any employee notifying the Board of intent to resign
3. Any employee taking an unpaid leave of absence for part of the school year.

Prorating of sick leave shall not apply in the following cases:

1. if all contractually agreed upon sick leave has been used prior to resigning or going on leave
2. if the employee is retiring according to TPAF or PERS provisions for immediate benefits
3. if the employee has been granted a sabbatical

In any and all cases, sick days may be used consecutively.

ARTICLE XVI

SABBATICAL LEAVE

The Board of Education recognizes the value of providing staff with opportunities for sabbatical leave for specific professional growth such as, but not limited to, advanced college work, government projects and research. The Board of Education may approve sabbatical leave upon the recommendation of the Superintendent of Schools. Such sabbatical leave may be approved for either one (1) full year and one-half pay, or one half (1/2) year at full pay. However, if the staff member received an honorarium, stipend or any other remuneration and if with such payment and that paid by the Board exceeds that annual salary as a teacher, the Board's payment shall be reduced accordingly. Teachers to be eligible must have at least seven (7) years of service in Leonia. An application and prospectus for specific activities must be presented to the Superintendent in writing by February 1 of the previous year. The intent of the prospectus must show not only additional professional improvement but also subsequent benefit for the children of the school district. The prospectus shall delineate how such benefit shall be implemented. Written assurance of intention to return to Leonia following the leave not to exceed two (2) years, and agreement to serve on the staff for a specific time to be determined in consultation with the Superintendent are required. No more than the equivalent of two (2) full year leaves may be granted in any one (1) year. A decision by the Board will be made by March 31st.

ARTICLE XVII

TEMPORARY LEAVES OF ABSENCE

A. Teachers shall be entitled to the following temporary accumulative leaves of absence with full pay for each school year:

1. Three days leave of absence for legal, business or family matters which cannot be scheduled except during school hours. Application for these leaves shall be made in writing at least three days before taking such leave, except in cases of emergency, approval to be granted by the Superintendent upon the recommendation of the Principal.

This type of leave may not be used for gainful employment or extending a holiday or vacation period. Should a pattern of abuse be suspected, the Superintendent may request substantiation. This substantiation shall not infringe on a teacher's right to privacy.

"Unused personal days shall be added to the teacher's accumulated sick days at the end of the school year."

B. Teacher shall be entitled to the following non-accumulative leaves of absence with full pay for each school year:

1. Five working days will be allowed to complete a five day bereavement leave directly following the death of a member of an employee's immediate family. If the death occurs during the holiday, winter or Spring recesses, the five day leave must be taken during a five (5) day period directly following the death. For purposes of this article, the immediate family shall be limited to spouse, children, grandchildren, parents, siblings, grandparents, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, live-in companion and wards. For purposes of this Article, a ward shall mean a person over whom, or over whose property, the teacher is appointed

guardian. One day bereavement will be allowed for other than family listed above.

2. One day will be allowed to an executor or executrix of a Will for the administration of the estate, upon proper documentation.
3. Two days illness in the family.
4.
 - (a) Three (3) days subpoena leave. Additional days to be granted at the discretion of the Superintendent
 - (b) Time spent honoring a subpoena on behalf of the Board of Education shall be treated as work time.
5. Jury Duty
 - (a) Teachers shall receive full pay while on jury duty and shall endorse any remuneration exclusive of travel allowance, over to the Board of Education.
 - (b) Any teacher receiving a summons for jury duty must report it to the Building Principal within two working days of receipt.
 - (c) At the discretion of the Superintendent, postponement may be requested for the given teacher. If such is not granted, letter (a) applies.
6. Leaves taken pursuant to this section shall be in addition to any sick leave to which the teacher is entitled.
7. Leaves taken pursuant to this section and the leaves allowed in Article XV, Sick Leave, and Article XVI, Sabbatical Leave, shall constitute the only paid leaves allowable in this contract and supersede all past practice and decisions covering this matter.

8. If an employee has been hired after the school year has commenced or has notified the Board that he/she is either resigning during the school year or taking a leave of absence for part of the school year, then the employee's entitlement to temporary leaves of absence in accordance with A1 of this article shall be prorated.
- (a) any employee hired after school commences but before November 30 shall be entitled to two and one-half (2 1/2) days
 - (b) any employee hired after November 30 but before February 28 shall be entitled to two (2) days
 - (c) any employee hired after February 28 but before April 30 shall be entitled to one (1) day
 - (d) any employee hired after April 30 shall be entitled to one-half (1/2) day
 - (e) any employee beginning a leave after school commences but before November 30 shall be entitled to one (1) days
 - (f) any employee beginning a leave after November 30 but before February 28 shall be entitled to two (2) days
 - (g) any employee beginning a leave after February 28 shall be entitled to two and one-half (2 1/2) days

C. Maternity/Child Rearing

1. This type of leave shall be given in connection with the birth of a child or receiving custody of an adopted child. In the case of an employee adopting a child, child rearing leave shall commence upon receipt of custody of said child, or earlier if necessary to fulfill the requirements for the adoption. Maternity/child rearing leave shall be either a semester or school year in length. Any leave following C2 shall be unpaid with the exception of leaves required to obtain custody of an adoptee. An employee adopting a child shall be eligible for a maximum of five days of paid adoption leave to fulfill the requirements of the adoption. Application for such leave must be submitted to the Superintendent no later than 30 days prior to its commencement, where possible. At the time of application, it must be stated which time period, a semester or year, the teacher wishes to use. Should the teacher select a semester's leave, the return date shall be determined by the schedule of the teacher's home school. For either time period of leave, an earlier or later return day may be established by mutual agreement between the Board and the teacher. If mutual agreement cannot be reached, the original return date shall stand.
2. During the period of pregnancy disability, as determined by the written certification of her physician, the teacher shall, at her option to be exercised in writing, be entitled to utilize her accumulated sick leave.

D. Return From Leave

Subject to applicable law, teacher shall return from long term, non-medical leave on the first day of the next marking period, the date to be determined by

the schedule of the teacher's home school. An earlier return date may be established by mutual agreement between the Board and the teacher. The failure to reach an agreement shall not be subject to the grievance procedure.

"Long Term" shall be defined to mean leave in excess of 20 consecutive work days.

"Home school" shall be defined to mean that school in which a teacher performs the majority of his/her professional duties.

ARTICLE XVIII

INSURANCE PROTECTION

- A. Insurance Protection as found in Article XIX of the 1993-96 agreement shall remain in force. If an alternative is desired by either party, a committee representing equally the Board of Education and Association shall be established. The committee shall be empowered to investigate and determine a carrier offering equal or better coverage. As per N.J.S. 18A:18A-37, the Board of Education shall have final authority on the choice of carrier. In the event of an alternative selection, the Board of Education shall provide reasonable advance notice to its employees and arrange for the transfer with as little disruptions as possible. In accordance with statues pertaining to transfer of group coverage, there can be no lapse of coverage or loss of benefits as the result of said transfer.
- B. Should the Board of Education change health insurance carriers prior to June 30, 2009, the board shall provide health insurance coverage that is equal to or better than the current plan. Should the Board of Education change health insurance coverage after July 1, 2009, the new plan will be equal to or better than the School Employee Health Benefits Program.
- C. The Board shall provide a maximum of \$10 per month for income protection insurance for each secretary. The carrier used shall provide benefits equal to or better than the current coverage.
- D. Sections A, B, and C shall apply to teacher assistants who work 20 or more hours per week. Anyone hired as of July 1, 1996 shall be covered after 35 hours of work per week.
- E. The Board will provide Health Benefits in accordance with the requirements of the Domestic Partnership Act.

- F. The Board shall provide the Horizon Direct Access Health Insurance Plan.

The information stated below is a copy of the insurance protection as found in Article XIX of the 1993/96 agreement:

- A. *The Board of Education will make available at its expense Blue Cross, Blue Shield and Rider "J" plus Major Medical Insurance under the State Insurance Plan to all teachers and to their families.*
- B. *The Board of Education will make available to all teachers and their families a dental insurance plan at Board expense under the Horizon Healthcare Dental Services plan, entitled "Usual, Customary and Reasonable Fee Concept; co-payment Basis 50/50 with a \$1,000 maximum per patient per calendar year."*
- C. *The LEA will review various Dental Providers which may exceed the cost of the current plan, this difference is to be paid by the employee.*
- D. *The same coverage shall cover any new teachers employed and it shall commence on the first working day or as soon thereafter as coverage can be obtained.*
- E. *The Board shall provide a maximum of \$10 per month for income protection insurance for each secretary. The carrier used shall provide benefits equal to or better than those offered by Washington National.*
- F. *Sections A, B, C and D shall apply to all teacher assistants who work twenty (20) or more hours per week. No other section shall apply to teacher assistants.*

ARTICLE XIX

SALARIES

- A. The salaries of all employees covered by this Agreement are set forth in appendices which are attached hereto and made a part thereof.
- B. Teachers employed on a ten (10) month basis shall be paid in either twenty (20) equal semi-monthly installments, on the fifteenth and last day of the month from September through June or in ten (10) equal monthly installments payable on the last day of the month.
- C. A summer savings plan shall be available to all teachers wherein, if they sign and submit to the Business Office, the appropriate forms on or before the third day of school in September, a fixed amount, in \$10 units, shall be deducted every month and deposited to a savings account in the employee's name and under his control. This account shall be with the Paragon Federal Credit Union. The decision, once authorized, shall be irrevocable for one school year. Deposits will be mailed no later than the last day of the month for all months except December and June when deposits will be deposited no later than the tenth of the following month. The option shall be elected annually no later than September 10th by each individual.

- D. When payday falls on or during a school holiday, vacation or weekend, teachers shall receive their paychecks on the last previous working day.
- E. Teachers shall receive their final checks on the last working day in June provided that the Attendance Register and all other assigned duties have been completed.
- F. Sections A, B and D shall apply to all teacher assistants. No other section shall apply to teacher assistants.

ARTICLE XX

SECRETARIES

- A. The position of 10 month secretary shall be eliminated. All secretarial positions in the district shall be for 12 months. Any secretary employed as of June 30, 1996 whose employment status is changed from 10 or 11 months to 12 months shall be included in the "grandfathered" benefits stated below.
- B. The work day shall be 7 1/4 hours exclusive of lunch. Secretaries shall have flexible amount of lunch time. Each secretary may elect to take a lunch period ranging from one half hour up to an hour. Each secretary shall have the right to choose differing amount of lunch time per day in consultation with the immediate supervisor.
- C. Vacations

Each secretary shall receive one vacation day for every two months worked in the first year; after the first year, each secretary will receive 2 weeks vacation.

After working five years, each secretary will receive three weeks vacation, after working 9 years, each secretary will receive four weeks vacation. Secretarial vacation time shall accrue and be determined on the anniversary date, beginning July 1, 2005.

D. Holidays

Twelve month secretaries shall be entitled to 19 paid holidays per year.

E. Longevity

A longevity stipend of \$750.00 shall be paid beginning with the 12th year of service in the district. A longevity stipend of \$1250 shall be paid beginning with the 17th year of service in the district. Longevity stipends are non-accumulative.

F. Principals secretaries employed as of June 30, 1996 shall continue to have the accumulative differential of \$300 for the first year and \$200 for subsequent years, up to a total of 10 years.

Vice principals, child study team and guidance secretaries shall have an accumulated differential of \$200 for the first year and \$150 for subsequent years, up to a total of ten (10) years.

G. Substitutes

Secretaries shall follow the same procedure as teachers in notifying the district of their absence.

H. Overtime

In the event that it should be necessary for a secretary to work overtime, the following procedure shall be used:

1. Volunteers deemed qualified by the appropriate administrator shall first be sought.
 2. Barring an emergency situation, the secretary shall be given a minimum of one day's notice when feasible.
 3. Overtime shall be assigned on a rotating basis among those deemed qualified by the appropriate administrator beginning with the least senior secretary in each building unless the work to be done requires specific skills.
 4. Compensation for overtime shall be time and one-half in money or time.
 5. Any secretary working between 35 and 40 hours per week may elect to "bank" the overtime hours. "Banked" hours may be taken upon mutual agreement between the secretary and the immediate superior. Any hours worked over 40 hours per week shall be paid for in time and one-half.
 6. A form will be used on which the secretary will indicate the method of payment.
- I. In the event unit members must be laid off, said layoff will be made on the basis of district-wide seniority, insofar as the employee(s) making the seniority claim is/are deemed by the appropriate administrator to possess the necessary job skills and qualifications to perform in the position being claimed. Seniority shall be defined as continuous employment time in the Leonia School system. In the event a vacancy occurs, laid off employees shall be entitled to recall in order of seniority so long as the employee making the recall claim possess the skills and qualifications to fill the vacant position.

ARTICLE XXI

PART TIME TEACHERS

Part time teachers shall be defined to mean a teaching staff member within the categories listed in Article I, Recognition, Paragraph A, who work less than full time.

Part time teachers shall be entitled to a pro-rata share of all benefits and salary. Insurance protection shall be granted to those teachers who are contracted to 50% or more of a full time position.

ARTICLE XXII

EVALUATION PROCEDURE

- A. Non-tenured teaching staff members shall be evaluated in accordance with the procedures set forth in N.J.A.C. 6:3-1.19
- B. The negotiated evaluation procedure as found in Appendix IX shall be the sole instrument used for evaluation of tenured personnel. The negotiated evaluation procedure as found in Appendix X shall be the sole instrument used for the evaluation of the position of Department head and any subsequent Middle School leadership positions that may be created.
- C. The material relative to evaluation, criteria, applicable job description(s) and procedure shall be given to all staff no later than the first workday.

ARTICLE XXIII

FULLY BARGAINED AGREEMENT

- A. During the course of collective negotiations, each party has been free to propose and negotiate with regard to all appropriate subjects which it might have desired to place before the other for consideration. This Agreement incorporates all rights and obligations assumed by each party and granted through its terms by each to the other, as a result of the negotiating process, and it is specifically recognized that, since both parties hereto are desirous of stabilizing their relationship by an executed document for a specific duration, that for that duration neither side shall be obligated to enter into further negotiations regarding any matter not specifically designated by clear and express language within this Agreement.
- B. This agreement represents and incorporates the complete and final understanding and settlement by the parties with regard to all matters which were the subject of negotiation.

ARTICLE XXIV

PERSONAL PROPERTY

The Board will reimburse any staff member up to \$350 for personal property that is vandalized or destroyed during specific disciplinary action or as a direct result of disciplinary action taken by the staff member. Such claims shall be documented and placed before the Superintendent of Schools for approval and action.

Staff members will be expected to comply with Board Policy #3450 --- Money in School Buildings --- which stipulates that,

“in no case shall money be left overnight in schools except in the school safe provided for the safekeeping of valuables”

Staff members entrusted with school funds, who exercise common sense and due diligence in their funds management shall not be held liable for a loss of such funds. In such a circumstance of loss, the administration and the LEA must mutually agree that the staff member has exercised common sense and due diligence. Staff members who fail to exercise common sense and due diligence will be expected to reimburse lost money for which they are responsible.

ARTICLE XXV

TEACHER ASSISTANTS

- A. The teacher assistant’s work day shall be no longer than seven (7) hours, exclusive of lunch.
- B. Any hours worked over forty hours shall be paid for at the rate of time and one half.
- C. Teacher Assistants shall follow the same procedure as teachers in notifying the district of their absence.
- D. Teacher assistants shall have one personal and two bereavement day per year, paid, pro-rated to time worked, non-accumulative if working less than 35 hrs. per week.
- E. Teacher assistants shall be notified of their employment status for the following year no later than the date stipulated by law. If not notified in a timely manner, they shall be eligible for unemployment compensation retroactive to the date stipulated by law.
- F. All teacher assistants, who are employed for 90 days or more, will be entitled to three paid holidays – Thanksgiving Day, New Year’s Day and Memorial Day.

- G. Teacher assistants shall be paid for their regular hours on a delayed opening or emergency early dismissal.

ARTICLE XXVI

MENTOR TEACHERS

- A. Mentors shall be chosen assigned, and trained according to the district Mentoring plan developed by the Local Professional Development Committee (LPDC), as approved by the Board of Education.
- B. Mentor teachers shall be provided with sufficient time within the school day to visit their Mentee's classroom as needed and to observe the Mentee's teaching, so as to provide feedback and assistance. Mentees will similarly be provided time to observe and learn from their Mentors.

Mentor and Mentee meetings are not to be scheduled during the school day except during the teacher's lunch or preparation periods.

- C. Mentors shall not directly or indirectly evaluate a provisionally certified teacher, except as part of the agreed upon mentoring program

Mentors shall not be required to observe the provisionally certified teacher in the classroom for purposes of evaluation; i.e. continuation or tenure decisions.

Mentors will not be asked to share data from their observations of Mentees.

ARTICLE XXVII

REPRESENTATION FEE

A. PURPOSE OF FEE

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. NOTIFICATION AND AMOUNT OF FEE

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The amount of the representation fee to be paid by nonmembers will be calculated by the Association annually, but in no event shall the representation fee exceed eighty-five percent (85%) of the regular membership dues.

C. PAYROLL DEDUCTION SCHEDULE

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

1. Ten (10) days after receipt of the aforesaid list by the Board; or
2. Thirty (30) days after the employee begins her or his employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a nonbargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

- a. Termination of Contract

If an employee who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

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

3. Changes

The Association will notify the Board in writing of any changes in the list provided for in Paragraph (A) above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

4. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.

- D. The Association agrees to save the Board of Education harmless from any claims or expenses raised against it pursuant to the Board of Education fulfilling its contractual obligations in accordance with the terms of this Article.

ARTICLE XXVIII

DURATION OF CONTRACT

This Agreement, after approval by the Board of Education and the Leonia Education Association, shall become effective July 1, 2008 to June 30, 2011, and for each year thereafter provided, however, that if either party desires to request a change in any terms thereof after June 30, 2011, it shall notify the other party in accordance with Article II.

IN WITNESS WHEREOF, the Board has caused this Agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed herein, and the Association has caused this Agreement to be signed by its President and Secretary.

WITNESS: LEONIA BOARD OF EDUCATION

Louis Mondello
Prieston Bach
Board Secretary

By: Nike

Board President

Dated: 8/20/08

WITNESS: LEONIA EDUCATION ASSOCIATION

Laura Kosmich
Walsh
LEA Secretary

By: David

President

APPENDIX I

DEFINITION OF SCALE

TEACHERS:

- A. Scale A
A candidate for scale A will hold a Bachelor's degree. Bachelor's degree shall mean a Bachelor's degree conferred by a College or University whose courses for such a degree are acceptable to the State Board of Examiners for certification purposes.
- B. Scale B
A candidate for Scale B will hold a Master's degree. Master's degree shall mean a Master's degree conferred by a College or University whose courses for such a degree are acceptable to the State Board of Examiners for certification purposes. The Master's degree will be in any area deemed advantageous to the school system by the Board or in the area of instruction being taught by the teacher. Teachers under contract for the 1971-72 year will advance from Scale A to Scale B at any time in the future if they hold a Bachelor's degree plus thirty (30) graduate credits beyond this degree as long as he/she is employed.
- C. Scale C
A candidate will hold a Master's degree conferred by a College or University whose courses for such a degree are acceptable to the State Board of Examiners for certification purposes plus thirty (30) additional semester hours in graduate courses approved by the Board.
- D. Scale D
A candidate for Scale D shall hold an earned Doctorate. Such a degree shall be conferred by a College or University whose courses for such a degree are acceptable to the State Board of Examiners for certification purposes.
- E. All professional staff will receive remuneration for workshops attended as noted in Appendix VII.
- F. A longevity stipend shall be paid over and above the top step on their appropriate scale to professional staff members who are commencing their sixteenth year of employment in Leonia and each year thereafter. Beginning the school year 2008/09, the stipend will be \$1000 for those commencing their 16th year of employment in Leonia, \$2,000 for those commencing their 21st year of employment in Leonia and

\$2,500 for those commencing their 26th year of employment in Leonia. Longevity stipends are non-accumulative.

APPENDIX II

RIGHT OF WITHHOLDING

The Association realizes the necessity to maintain professional standards; therefore we recognize the Board's right to hold a teacher on current salary but only in accordance with the following procedures:

1. Recommendation for withholding of teacher's increment must be initiated by the administration and proceed through appropriate lines of communication.
2. A teacher must be informed in writing of the administration's intent to recommend withholding at least thirty (30) calendar days prior to actual recommendation. It is the intent that this 30-day period be used to correct the problem.
3. At the end of the 30-day period, the teacher must be informed in writing that the recommendation has been forwarded to the Board in which case the teacher shall have the right to a hearing before the Board prior to the Board taking action on the recommendation. The teacher shall have the right to be represented at the hearing by a person of his/her choice.
4. Whenever possible as a matter of equity and reasonableness, the Board shall render its decision prior to July 1st.
5. If still dissatisfied, the teacher shall have the right to appeal to the State Commissioner of Education.

APPENDIX III

Teachers Salary Guide					
A					
Step	08-09	Step	09-10	Step	10-11
1	41,085	1	42,435	1	43,205
2	41,885	2	43,170	2	43,955
3	42,685	3	43,905	3	44,705
4	43,485	4	44,640	4	45,455
5	44,285	5	45,375	5	46,205
6	45,090	6	46,110	6	46,955
7	46,600	7	46,850	7	47,705
8	47,400	8	48,050	8	48,550
9	48,905	9	49,320	9	49,650
10	50,405	10	50,620	10	50,850
11	51,905	11	52,120	11	52,150
12	53,405	12	53,620	12	54,050
13	54,905	13	56,120	13	57,050
14	56,910	14	58,620	14	60,150
15	58,915	15	61,120	15	63,350
16	60,920	16	64,320	16	66,650
17	64,795	17	67,720	17	70,050
18	68,870	18	71,320	18	73,550
19	73,145	19	75,120	19	77,150
20	77,620	20	79,120	20	80,850
21	85,720	21	87,720	21	89,720

APPENDIX III

Teachers Salary Guide					
			B		
Step	08-09	Step	09-10	Step	10-11
1	43,085	1	44,635	1	45,605
2	43,885	2	45,370	2	46,355
3	44,685	3	46,105	3	47,105
4	45,485	4	46,840	4	47,855
5	46,285	5	47,575	5	48,605
6	47,090	6	48,310	6	49,355
7	48,600	7	49,050	7	50,105
8	49,400	8	50,250	8	50,950
9	50,905	9	51,520	9	52,050
10	52,405	10	52,820	10	53,250
11	53,905	11	54,320	11	54,550
12	55,405	12	55,820	12	56,450
13	57,069	13	58,320	13	59,450
14	59,604	14	61,314	14	62,844
15	62,025	15	64,230	15	66,460
16	64,979	16	68,379	16	70,709
17	70,238	17	73,163	17	75,493
18	75,760	18	78,210	18	80,440
19	80,170	19	82,145	19	84,175
20	83,866	20	85,366	20	87,096
21	91,087	21	93,087	21	95,087

APPENDIX III

Teachers Salary Guide					
			C		
Step	08-09	Step	09-10	Step	10-11
1	45,085	1	46,835	1	48,005
2	45,885	2	47,570	2	48,755
3	46,685	3	48,305	3	49,505
4	47,485	4	49,040	4	50,255
5	48,285	5	49,775	5	51,005
6	49,090	6	50,510	6	51,755
7	50,600	7	51,250	7	52,505
8	51,400	8	52,450	8	53,350
9	52,905	9	53,720	9	54,450
10	54,405	10	55,020	10	55,650
11	55,905	11	56,520	11	56,950
12	57,569	12	58,020	12	58,850
13	59,773	13	60,520	13	61,850
14	62,427	14	64,137	14	65,667
15	65,227	15	67,432	15	69,662
16	68,073	16	71,473	16	73,803
17	74,023	17	76,948	17	79,278
18	79,010	18	81,460	18	83,690
19	83,701	19	85,676	19	87,706
20	89,387	20	90,887	20	92,617
21	95,861	21	97,861	21	99,861

APPENDIX III

Teachers Salary Guide					
D					
Step	08-09	Step	09-10	Step	10-11
1	47,085	1	49,035	1	50,405
2	47,885	2	49,770	2	51,155
3	48,685	3	50,505	3	51,905
4	49,485	4	51,240	4	52,655
5	50,285	5	51,975	5	53,405
6	51,090	6	52,710	6	54,155
7	52,600	7	53,450	7	54,905
8	53,400	8	54,650	8	55,750
9	54,905	9	55,920	9	56,850
10	56,695	10	57,220	10	58,050
11	58,804	11	59,019	11	59,350
12	61,247	12	61,462	12	61,892
13	63,666	13	64,881	13	65,811
14	67,185	14	68,895	14	70,425
15	70,410	15	72,615	15	74,845
16	73,762	16	77,162	16	79,492
17	79,605	17	82,530	17	84,860
18	84,024	18	86,474	18	88,704
19	89,728	19	91,703	19	93,733
20	94,482	20	95,982	20	97,712
21	100,500	21	102,500	21	104,500

APPENDIX IV

Secretary Salary Guide			
Step	08-09	09-10	10-11
1	29,850	30,100	30,400
2	30,537	31,193	31,455
3	30,773	31,911	32,597
4	32,004	32,158	33,347
5	32,869	33,444	33,605
6	33,917	34,349	34,949
7	35,192	35,443	35,894
8	35,933	36,776	37,038
9	37,072	37,550	38,431
10	38,178	38,740	39,239
11	39,361	39,896	40,483
12	40,716	41,132	41,691
13	42,129	42,549	42,983
14	43,393	44,025	44,463
15	44,959	45,346	46,006
16	46,326	46,982	47,386
17	47,835	48,410	49,096
18	49,317	49,987	50,589
19	50,854	51,537	52,237
20	51,907	53,142	53,856
21		54,242	55,533
22			56,683

APPENDIX V
COACHES' SALARY GUIDE

	08\09	08\09	09\10	09\10	10\11	10\11
	A Scale	B Scale	A Scale	B Scale	A Scale	B Scale
LMS						
Basketball	3937	4277	4055	4405	4176	4537
Baseball	3786	3977	3900	4096	4017	4219
Softball	3786	3977	3900	4096	4017	4219
Volleyball	3937	4276	4055	4404	4176	4536
Soccer	3937	4276	4055	4404	4176	4536
Track B&G	3786	3977	3900	4096	4017	4219
LHS						
Football						
Head	0	8200	0	8446	0	8699
Assistant	5401	5844	5563	6020	5730	6200
Monitor	5401	5844	5563	6020	5730	6200
Wrestling	7342	7860	7562	8096	7789	8339
Assistant	5401	5844	5563	6020	5730	6200
Basketball	7641	8233	7870	8480	8106	8734
Assistant	5401	5844	5563	6020	5730	6200
Track B&G	7194	7634	7409	7863	7632	8099
Assistant	5401	5844	5563	6020	5730	6200
Baseball	7194	7634	7409	7863	7632	8099
Assistant	5401	5844	5563	6020	5730	6200
Softball	7194	7634	7409	7863	7632	8099
Assistant	5401	5844	5563	6020	5730	6200
Volleyball	7194	7634	7409	7863	7632	8099
Assistant	5401	5844	5563	6020	5730	6200
Soccer	7194	7634	7409	7863	7632	8099
Assistant	5401	5844	5563	6020	5730	6200
Cross Cntry	5625	6067	5794	6249	5967	6436
Tennis						
B&G	5625	6067	5794	6249	5967	6436
Assistant	4057	4575	4179	4713	4304	4854
Golf	4997	5002	5146	5152	5301	5306
Bowling	4997	5002	5146	5152	5301	5306

Staff substitute – per period	58	60	62
Evening parent conference – per hour	65	67	69
Overnight Chaperone	166	171	176
Workshop	40	41	42
ACS			
AV Coordinator	1030	1061	1093
Treasurer	997	1027	1058
Student Senate	752	775	798
Side by Side Club	761	784	807
Director of Dramatics	1500	1545	1591
Literary Magazine	1011	1041	1073
LMS			
AV Coordinator	1030	1061	1093
Director of Dramatics	1259	1297	1336
Treasurer	1649	1698	1749
Newspaper Advisor	1252	1290	1328
Newspaper Art Advisor	933	961	990
Yearbook Advisor	1802	1856	1912
Supply Officer	2528	2604	2682
Student Senate	1500	1545	1591
Math Count	1150	1185	1220
Literary Magazine	1011	1041	1073
Junior Honor Society	1586	1634	1683
Brain Busters	3421	3524	3629
Service Club	761	784	807
Jazz Band	970	999	1029
Event Manager	1500	1545	1591
A.M. Supervisor	\$45/hour	\$46/hour	\$47/hour
Vocal Ensemble	1500	1545	1591
Chamber Ensemble	970	999	1029
LHS			
Debate Team	4867	5013	5163
Director of Dramatics	4867	5013	5163
Treasurer	4006	4126	4250

Newspaper Advisor	2704	2785	2869
Yearbook Advisor	4867	5013	5163
Student Senate	1082	1114	1148
Talent Show Advisor	1082	1114	1148
Literary Magazine	876	902	929
Service Club	1973	2032	2093
Senior Class Advisor A - per advisor	2363	2434	2507
Senior Class Advisor B - per advisor	1682	1732	1784
Freshman Class Advisor	379	390	402
Sophomore Class Advisor	379	390	402
Junior Class Advisor	379	390	402
PEP	1893	1950	2008
Jazz Band	906	933	961
Athletic Trainer	21848	22503	23179
Saturday School	297/sess	306/sess	315/sess
Senior Awards Assembly	2000	2060	2122
Bloodborne Officer	939	967	996
National Honor Society	1973	2032	2093
DECA Club	903	1103	1303
Rutgers Challenge	783	806	831
Wind Ensemble	596	614	632
French Honor Society	400	500	600
Spanish Honor Society	400	500	600
Detention Monitor – per hour	45	46	48
Bus Monitor – per hour	45	46	48
Strings Ensemble	1082	1114	1148
Multicultural Club	1082	1114	1148
Poetry Club	500	515	530
After School Media Center	32.25/sess	33.25/ses s	34.25/ses s

APPENDIX VII

SUMMER SERVICES

ITEM	2008/09	2009/10	2010/11
Guidance/Teacher	1/200 yearly salary/ 20 days	1/200 yearly salary/ 20 days	1/200 yearly salary/ 20 days
C.W.E.	\$2087/10 days	\$2150/10 days	\$2215/10 days
Summer Music	\$165	\$170	\$175
Nurse	\$165	\$170	\$175
Workshop	\$165	\$170	\$175

* Responsibilities to be stipulated by participants to the Superintendent no later than June 1st.

APPENDIX VIII

TEACHER ASSISTANT SALARY GUIDE

Teacher Assistants

<u>Years</u>	<u>08-09</u>	<u>09-10</u>	<u>10-11</u>
1-5	\$17.48	\$18.27	\$19.09
6-10	\$18.16	\$18.98	\$19.84
11 or more	\$18.80	\$19.64	\$20.53

APPENDIX IX

THE EVALUATION PROCEDURE

The primary function of the evaluation is to be directed toward the identification and commendation of effective performance as well as to define areas requiring attention and to make recommendations which shall assist the teacher in improving instruction and develop his/her maximum potential.

While any evaluation process must of necessity serve as the basis for the reaching of administrative decisions on such matters as rehiring, the granting of tenure, or the withholding of increment, we wish to emphasize the positive purposes of evaluation as improving the effectiveness of the individual practitioner, the inspiring of professional growth, and the shaping of a successful teaching career.

1. All teachers will complete a narrative self-evaluation which will be appended to the yearly summative evaluation. Teachers must consider student performance data as a necessary part of this self-evaluation.
2. Meaningful teacher evaluation – whether for appraising an individual or for providing feedback on instruction – requires more than classroom observation. For this reason, instructional artifacts such as classroom assignments as well as lesson and unit plans should be regarded as important pieces of data for inclusion in the evaluation process.

DESCRIPTION OF OBSERVATION/EVALUATION CYCLE

1. Non-tenured classroom teachers
Each non-tenured teaching staff member shall be observed a minimum of three (3) times during each school year by a member of the administrative and/or supervisory staff of the district. By mutual agreement, any observation may be preceded by a conference between the teacher and a building administrator or supervisor for the purpose of discussing and developing their expectations of the observation.
2. Each tenured teaching staff member shall be formally observed at least once during the school year by a member of the administrative or supervisory staff of the district. Additional observations may be made should the

administrator or supervisor deem them necessary. A minimum of three (3) observations/evaluations by three (3) different evaluators shall be required to deem a teacher unsatisfactory in the overall performance of his/her professional duties if the reason for the unsatisfactory rating is classroom performance. If there is no agreement among the evaluators, then a total of five (5) observations/evaluations is required. If any observation/evaluation is negative, the teacher may request that an additional observation/evaluation be held and such request shall not be unreasonably denied.

3. Non-tenured professional support personnel (member of the Child Study Team, nurse, speech therapist, media specialist, etc.)

Each non-tenured member of the professional support staff shall be formally observed in the performance of his/her duties as outlined in the job description of his/her position, at least three (3) times during each school year by members of the administrative or supervisory staff of the district. By mutual agreement, any observation may be preceded by a conference between the teacher and a building administrator or supervisor for the purpose of discussing and developing their expectations of the observation.

4. Tenured professional support personnel – as indicated above for classroom teacher.

GENERAL PROCEDURES

1. ESTABLISHMENT OF GOALS - In compliance with state law, teachers will meet with their building administrator in the fall to establish personal, professional goals for the school year. It is implicit that the one universal goal of the staff will be the performance of professional duties to the best of one's ability as outlined in the state guidelines and local teacher evaluation procedure. Additional goals should be mutually agreed upon by the supervisor and the teacher staff member. Individual goals will be reduced to writing within five (5) school days of the conference and signed by both parties.

2. OPEN EVALUATION - All monitoring observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher without the use of any audio or video equipment.
3. EVALUATION BY CERTIFICATED SUPERVISOR - Teachers shall be evaluated only by persons certificated by the New Jersey State Board of Examiners to supervise instruction.
4. The evaluation report may be written before or after any initial post-observation conference, but in no instance may such a report be submitted to the central office, placed in the teacher's file or otherwise acted upon, without further discussion with the teacher. No teacher shall be required to sign a blank or incomplete evaluation report.
5. DEROGATORY MATERIAL - No material derogatory to a teacher's conduct, service, character, or personality shall be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall have the right to submit a written answer within twenty (20) calendar days upon receipt of such material and this answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy. Any material not signed by the teacher within twenty (20) calendar days will automatically be placed in the personnel file.
6. NO SEPARATE FILE - The Board agrees to protect the confidentiality of personal references, academic credentials, and other similar documents but shall not establish any separate personnel file which is not available for the teacher's inspection.

OBSERVATION FORMAT

1. Each observation shall be conducted for a minimum duration of one class period in the secondary school and middle school and for the duration of one complete lesson in the elementary school.

2. The observation shall be followed within a reasonable period of time, but in no instance more than ten (10) workdays, except in extreme emergency, by a conference between the administrator/supervisory staff member who has made the observation and written evaluation and the teacher. Both parties to such a conference will sign the written evaluation report and retain a copy for his/her records. The teacher shall have the right to submit his/her written disclaimer of such evaluation within ten (10) days following the conference, and such disclaimer shall be attached to each party's copy of the evaluation report.
3. The signature of the staff member shall not necessarily represent acceptance of the report but shall constitute an acknowledgment that he/she has read its contents.

REPORTS

Evaluation reports shall be presented to each teacher by the evaluator who performed the observation. Such reports shall be written to comply with the guidelines set forth in N.J.A.C. 6:3-1.19 for non-tenured teachers and N.J.A.C. 6:3-1.21 for tenured teachers. Such reports shall be written in narrative form.

SUMMATIVE EVALUATION

All teachers who are non-tenured shall be in receipt of the summative evaluation form no later than April 30th, or the date established by the N.J.A.C. All other teachers shall receive a summative evaluation form no later than ten(10) days before the end of school.

At the conclusion of the summative evaluation report the administrator shall make a written assessment as to whether he/she finds the total performance of the professional staff member satisfactory or unsatisfactory. Said assessment shall be based upon his/her perception of overall performance.

The summative evaluation report shall be prepared in triplicate and signed by both the administrator and the staff member. The staff member shall retain one copy, one copy shall be retained in the building administrator's office, and one copy shall be retained in the staff member's permanent personnel folder in the District Office. The staff member shall have the right to make additional comments

or explanations on the form, within ten (10) days of receipt of the evaluation. The signature of the staff member shall not necessarily represent acceptance of the report but shall constitute an acknowledgment that he/she has read its contents.

LETTER OF AGREEMENT ON EVALUATION

By this letter, the Leonia Education Association and the Leonia Board of Education agree to form a Joint committee on Evaluation that will be convened during the 2008-2009 school year. The Superintendent and the LEA President will co-chair the committee which will be charged with developing standards for teacher self-evaluation and re-designing the observation instrument. Eight members will join the co-chairs: 4 selected by the Association and 4 by the administration. At least one of the members must be a program leader. The Joint Committee will present its recommendations by February 1, 2009.

APPENDIX X

DEPARTMENT HEAD/PROGRAM LEADER EVALUATION

- A. Each Department Head/Program Leader shall be evaluated in his/her teaching capacity according to Article XXII and Appendix IX of this agreement.
- B. The evaluation of the position of Department Head/Program Leader shall be as follows:
 - 1. a summative evaluation shall be written, separate from the teaching evaluation, which deals only with the responsibilities of the Department Head/Program Leader;
 - 2. the criteria to be used shall be the responsibilities stated in the job description of Department Head/Program Leader;
 - 3. A conference will be held following the receipt of the evaluation, should either party deem it necessary;
 - 4. The right of rebuttal shall be maintained;
 - 5. all evaluations shall be signed by the person prior to being placed in a personnel file. Signature indicates receipt, not necessarily agreement.

C. Department Head/Program Leader will include the following areas:

1. Guidance (Department Head)
2. 6-12 English, World Language and Literacy Initiatives
3. 6-12 Social Studies, Business and Interdisciplinary Initiatives
4. 6-12 Math, Computer Science and Applied Technology
5. 6-12 Science
6. Academy Lead Teacher
7. K-12 Fine, Practical and Performing Arts

In the event it becomes necessary to establish new leadership positions in the district, the criteria, evaluation procedure and salary will be negotiated. The evaluatory aspects of the positions shall be placed in this Appendix. The salary shall be placed in Article VIII, Work Year, as is that of the Program Leader/Department Head.