

AGREEMENT
BETWEEN
LONG BRANCH BOARD OF EDUCATION
AND THE
LONG BRANCH ADMINISTRATORS ASSOCIATION

JULY 1, 2008 - JUNE 30, 2011

Long Branch Administrators Association

Rosalie Eig, President
Donald Covin, 1st Vice President
Francisco Rodriguez, 2nd Vice President
Margaret Matthews, Treasurer
Bonita Potter-Brown, Secretary

Long Branch Board of Education

Violeta Peters, President
Joseph E. Sirianni, Vice President

Mary L. George
Armand R. Zambrano, JR
Rose M. Widdis
Lucille M. Perez
Avery W. Grant
Michele Critelli
Bill Dangler

Central Office Administrators

Joseph M. Ferraina, Superintendent of Schools
George L. Catrambone, Asst. Superintendent of Schools
Michael Salvatore, District Administrator/Director, 6-12
Garry Penta, District Administrator/Director, PreK-5
Roberta W. Freeman, Abbott Implementation Liaison
Gail .I Becker, District Manager for Personnel and Special Projects
Peter E. Genovese III, School Business Administrator/Board Secretary
Nancy L. Valenti, Asst School Business Administrator/Board Secretary

**ARTICLE I
RECOGNITION**

- A. Pursuant to Chapter 303, Public Laws of 1968, the Board hereby recognizes the Association as the exclusive representative for the purposes of collective negotiations concerning the terms and conditions of employment for the following personnel, employed or to be employed by the Board: all Elementary, Middle School, High School Academy Administrator/Principals and Asst. Principals, Special Education Asst Supervisor, Director of Pupil Personnel Services, Athletic/Academic Assistant Principal, Bilingual Education/Title One Supervisor, Student Services Program Supervisor, and Director of Funded Grants/ District Coordinator of Substance Abuse.

- B. Unless otherwise indicated, the term “administrator” when used hereafter in this Agreement, shall refer to all employees represented by the Association in the negotiation unit as above described.

ARTICLE II
NEGOTIATIONS OF SUCCESSOR AGREEMENT

The Association agrees to submit to the Board a proposed contract on or before October 1st of the calendar year preceding the calendar year in which this Agreement expires. The proposed contract as submitted shall include all demands on the part of the Association to be included in the successor Agreement. The Board shall acknowledge receipt of the proposed contract and submit its counter proposals to the Association within thirty (30) days. The parties hereto agree to commence collective negotiations no later than December 1 of the calendar year preceding the calendar year in which this Agreement expires provided no unforeseen emergency or unusual circumstances renders this impracticable or impossible.

ARTICLE III
TERM OF EMPLOYMENT

The contract year for all twelve-month administrators shall be from July 1 of any particular year to June 30 of the following year.

ARTICLE IV
GRIEVANCE PROCEDURE

- A. A “grievance” shall mean a complaint by an administrator (1) that there has been as to him a violation, misinterpretation or inequitable application of any of the provisions of the within Agreement; or (2) that he has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting administrators; provided, however, that the term “grievance” and the procedure relative thereto as hereinafter set forth shall not apply to the following matters:
1. Matters for which a method of review is prescribed either by law or by any rule or regulation of the State Commissioner of education;
 2. In matters where the Board is without authority to act;
 3. Any matter which, according to law, is exclusively within the discretion of the Board;
 4. A complaint of a non-tenured administrator which arises by reason of his not being re-employed;
 5. A complaint by any administrator arising from appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure is either not possible or not required.
- B. In order for a grievance to be considered under this procedure, initial processing of said grievance must be commenced by the administrator within thirty (30) calendar days of either its occurrence or notice thereof to the aggrieved administrator.
- C. An administrator with a grievance shall first discuss it with his immediate supervisor directly with the objective of resolving the matter informally.
- D. If the aggrieved administrator is not satisfied with the disposition of his grievance after discussion as provided in Paragraph C above, or if the immediate supervisor has failed to render a decision upon said grievance within five (5) school days after presentation thereof to him by the aggrieved administrator, the aggrieved administrator may file a grievance in writing to his immediate supervisor within five (5) school days thereafter, setting forth his grievance in writing and specifying:
1. The nature of the grievance;
 2. The nature and extent of the injury, loss or inconvenience;
 3. The remedy which the administrator seeks;
 4. The administrator’s dissatisfaction with the decision previously rendered; and
 6. Whether or not the aggrieved administrator desires a hearing.

In the event that the aggrieved administrator shall fail to request a hearing in said written grievance, his right to a hearing at this level shall be deemed to have been waived; provided, however, that nothing herein shall serve to prohibit the immediate supervisor from initiating a request for an informal hearing in connection with said grievance. At such hearing, whether requested by the aggrieved administrator or the immediate supervisor, the aggrieved administrator shall have the right to be accompanied thereat by the Association’s designated representatives, who shall be permitted to participate therein on

his behalf. Within ten (10) school days after the receipt by the immediate supervisor of the written grievance, the immediate supervisor shall prepare and render to the aggrieved administrator his decision in writing with respect to said grievance, unless a hearing has been requested in which event the decision shall be rendered within ten (10) school days after the hearing. In the event the immediate supervisor the aggrieved administrator is the Superintendent of Schools, hereinafter referred to as the "Superintendent", the grievance as set forth in this Paragraph D shall be submitted directly to the Superintendent as set forth in Paragraph E of this Article IV.

- E. If the aggrieved administrator is not satisfied with the disposition of his grievance at the immediate supervisory level, or if no decision has been rendered within ten (10) school days after filing of said written grievance, the aggrieved administrator shall file within five (5) days of said grievance, together with a copy of the immediate supervisor's decision and any documentation annexed thereto, with his next immediate supervisor. If the aggrieved administrator desires a hearing a written request thereafter shall accompany the filing of the grievance and in the event the aggrieved administrator shall fail to request a hearing with the filing of said written grievance, his right to a hearing at this level shall be deemed to have been waived; provided, however, that nothing herein shall serve to prohibit the next immediate supervisor from initiating a request for a hearing in connections with said grievance. At such hearing, whether requested by the aggrieved administrator or the next immediate supervisor, the aggrieved administrator shall have the right to be accompanied thereat by the Associations' designated representative, who shall be permitted to participate therein on his behalf. At any such hearing the next immediate supervisor shall have the right to have in attendance the supervisor who rendered the decision below and/or any member of his staff with knowledge of facts pertaining to said grievance in order to assist the next immediate supervisor in making a determination thereon. Within ten (10) school days after the receipt by the next immediate supervisor of the written grievance or ten (10) school days after the date if one is requested, the next immediate supervisor shall prepare and render to the aggrieved administrators his decision in writing with respect to said grievance. The next immediate supervisor may set forth in said decision his reasons therefor.
- F. If the aggrieved administrator is not satisfied with the disposition of his grievance at the next immediate supervisory level or if no decision has been rendered within ten (10) school days after the grievance was filed with the next immediate supervisor or ten (10) school days after the date of a hearing, the approved administrator may file a request in writing for review, in turn, by each successive level of supervisor as set forth in the Board's able of Organization in effect on the original filing date of the grievance. These levels of supervisor shall include the Superintendent of Schools and shall terminate with the Board of Education. Each request for review shall be filed within five (5) school days after the decision was rendered at the next level of supervision, or should have been rendered, and said request for review shall be submitted in writing to each successive level of supervisor. The Board of Education shall finally review the grievance and may, at its option, conduct a hearing in connection with said grievance. In the even the Board shall conduct such a hearing, the aggrieved administrator shall have the right to be accompanied thereat by the Association's designated representative, who shall be permitted to participate therein on his behalf and at such hearing the Board shall have the right to have in attendance the Superintendent and the supervisor who rendered the decision below and/or any members of the staff with knowledge of facts pertaining to said grievance. Within thirty (30) calendar days after the receipt by the Board of the request

for review of said grievance or thirty (30) calendar days after the date of a hearing, if one is held, the Board shall prepare and render to the aggrieved administrator its decision, in writing, with respect to said grievance and its reasons therefor.

- G. If the aggrieved administrator is not satisfied with the depositions of his grievance at the Board level as described in Paragraph F herein, or if no decision has been rendered within thirty (30) days after filing of said written request for review of said grievance, the aggrieved administrator may request, in writing, to the Board through the Superintendent the appointment of an Advisory Fact-finder/Mediator within four (4) school days after the decision of the Board together with all prior decisions and summaries rendered in connection with said grievance. Within four (4) school days from the filing of said request for appointment of an Advisory Fact-finder/Mediator with the Superintendent, the parties hereto will submit a joint request for a list of arbitrators to the Public Employment Relations Commission. The parties agree to follow rules set by PERC for the selection of an arbitrator. After the selection has been made, said arbitrator shall endeavor to mediate the grievance in an effort to resolve the matters in difference between the parties before conducting hearing thereon. In the event that an arbitrator, after attempt at mediation, shall conclude that further mediation would serve no useful purpose, the arbitrator shall conduct a formal hearing with respect to said grievance for the purpose of making findings of fact and recommendations for settlement based thereon to the parties. In the event that the parties hereto shall fail to accept the recommendations for settlement of said grievance and shall fail to otherwise resolve the matters in difference between them with respect to said grievance, the arbitrator shall have the power to publish his findings of fact and recommendations for settlement. The costs incurred in the appointment of an arbitrator and for the services thereof, if any, shall be borne equally by the Board and the Association, and any other expenses incurred in connection with the processing of a grievance as herein above set forth shall be borne by the party incurring same.
- H. If the grievance as presented by the arbitrator is not resolved by him to the satisfaction of the parties thereto, then either party shall be free to exercise any and all remedies and procedures provided by statutory law or applicable rules and regulations of the State Commissioner of Education.
- I. Following the filing of a formal written grievance, any aggrieved administrator may be represented at all stages of the grievance procedure by himself and, at his election, a representative of his choosing and a representative of the Association.
- J. No reprisals of any kind shall be taken by the Board or by any member of its administrative staff against any administrator by reason of his participation in the processing of a grievance as herein above set forth.
- K. In the event that a grievance shall involve more than one administrator, those administrators desirous of processing that grievance shall comply with the procedure herein above set forth in the same manner as though processed by a single administrator except that the grievance shall commence at the Superintendent level, if there is not a common supervisor for all of the grievants.

- L. 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.
- M. No administrator shall have the right to refuse to follow an administrative directive or Board policy upon the grounds that he has instituted a grievance, and all administrators including the aggrieved administrator, shall continue to comply with directives of Board policies as requested by the Superintendent and/or administrators regardless of the pendency of any grievance until said grievance is properly and finally determined.
- N. If, at any level of the grievance procedure as herein set forth, the aggrieved administrator shall fail to proceed to the next level within the time period herein specified, said grievance shall be deemed to have been abandoned and the most recent decision thereon shall be considered to be binding upon the aggrieved administrator.
- O. All hearings conducted under this grievance procedure shall be conducted in private and in confidence.
- P. The aggrieved administrator shall have the right to legal counsel at all stages of the grievance procedure after a formal grievance has been filed. Legal counsel for the Board may likewise be in attendance at any stage of the grievance procedure after a formal grievance has been filed upon the request of the Superintendent of the Board of Education.
- Q. The terms, "immediate supervisor" and "next immediate supervisor", shall mean the grievant's immediate supervisor or next immediate supervisor as set forth in the Board's Table of Organization in effect on the original filing date of the grievance.

ARTICLE V
SICK LEAVE AND PERSONAL ABSENCES

A. Annual Sick Leave

Administrators employed by the Board of Education shall be granted annual sick leave as follows:

1. **Twelve (12) Month Contract Employees:**
Employees on a twelve month contract basis shall be entitled to annual sick leave of twelve (12) days per contract year at full pay. Employees commencing employment after the beginning of a contract year shall be entitled to sick leave on a pro rata basis of one day per month for the remainder of the contract year.
2. **Sick Leave – Accumulative:**
Sick leave for above shall be accumulative. That is, all days of annual sick leave not utilized during a contract year shall accumulate to the employee’s benefit. On or before August 1st each year, every administrator shall be provided with a written statement of the amount of accumulated sick leave credited to that administrator as of February 1 of that year.
3. **Proof of Illness:**
 - a. In the event an administrator shall be absent more than ten (10) consecutive days because of personal illness or quarantine, the Superintendent of the Board (through its authorized representatives) may require a physician’s certificate verifying the absence and reason therefore.
 - b. In the event an administrator shall be absent because of illness or quarantine for ten (10) days or less the Superintendent or the Board (through its authorized representatives), with prior notification, may require a physician’s certificate verifying the absence and reason wherefore.
4. **Sick Leave – Definition of:**
Sick leave is hereby defined to mean “the absence from a post of duty because of personal disability due to illness or injury, or because an administrator has been excluded from school by the school district medical authorities on account of a contagious disease or by virtue of being quarantined for such a disease in his immediate household.”

Exception:
Absence from post of duty due to accident on the job (covered by Workmen’s Compensation) shall not be charged against sick leave.
5. **A Day’s Salary – Definition of:**
A day’s pay for all twelve month administrators shall be defined as one-two hundred and sixtieth (1/260) of the annual contractual salary.

B. Other Types of Personal Absences

1. Family Illness:

An administrator, whose absence is, with the prior consent of the Superintendent of Schools, due to the serious illness of a member of the immediate family, shall receive full salary for a maximum of five (5) working days. Absence beyond five (5) days shall be charged at the rate of full deduction of pay for each day beyond five (5) allowed. The Superintendent of Schools or the Board of Education shall have the right to request a physician's certificate substantiating such absence. For the purpose of this paragraph, the immediate family shall include the administrator's mother, father, sister, brother, wife or husband, children, or stepchildren, and domestic partner or partner in a civil union.

2. Death in the Family:

An administrator whose absence is, with the prior consent of the Superintendent of Schools, caused by death in the immediate family shall receive full salary for a period not to exceed five (5) days. In the event of death, the immediate family shall be considered to include mother, father, sister, brother, wife or husband, children of administrator, including stepchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, domestic partner or partner in a civil union or the mother or father of a domestic partner or partner in a civil union as per NJ State Domestic Partnership Act.

3. Urgent Business:

All administrators shall be granted upon written request to the Superintendent of Schools, three (3) days with no cause and one (1) day urgent business not possible to conduct no other than a school day because of conditions beyond their control. Written requests for urgent business should be submitted through the administrator's Central Office supervisor to the Superintendent of Schools as early as possible preceding the date(s) requested. All unused urgent business days will be converted to sick time at the end of every school year.

4. Court Subpoena:

All administrators shall be granted leave, without deduction of salary, when absence is necessitated because of a civil court subpoena unless the employee is subpoenaed to appear on behalf of a party adverse to the Board of Education in the pending litigation or the employee is to appear as a paid witness in connection with private non-school business. A copy of the subpoena shall be submitted along with a written request if the employee wishes to be granted leave without a deduction of salary.

5. Unpaid Leave of Absence – Family Illness:

The Board may grant a leave of absence without pay for a period not to exceed one (1) year to an administrator for the sole purpose of caring for a sick member of the immediate family of that administrator and additional leave may be granted at the sole discretion of the Board and for good cause shown. Provided however, that no leave of absence shall be granted as herein contemplated unless the administrator requested said leave of absence shall first submit to the Board a written medical certification from the attending or treating physician which certifies both the illness of the immediate family and the medical necessity for the rendering of home care by the administrator.

6. Inclement Weather:

In the event of inclement weather including snow, all administrators shall be expected to report to their places of employment unless notified by the Superintendent of Schools that administrators need not report for work. In the case of a special hardship involving inclement weather, the administrator involved will be expected to call the Superintendent of Schools to request permission not to report for work. The final decision will be made by the Superintendent of Schools.

7. Personal Business:

Staff members who are absent from school for causes other than those covered in this policy or absent beyond time provided for, will usually have full salary deducted. Exceptional cases may be referred to the Board of Education through the Office of the Superintendent of Schools for special consideration. Written requests for personal business must be submitted as far in advance as possible and normally not less than one week.

ARTICLE VI
VACATIONS

- A. Administrators employed on a twelve (12) month basis shall receive twenty-two (22) work days' vacation. Administrators shall be permitted to use their vacation time, subject to the needs of the district as determined by the Superintendent.
- B. All vacation periods shall be approved by the Superintendent.
- C. Any administrator involved in a summer workshop shall not forfeit his vacation period.

ARTICLE VII
FRINGE BENEFITS

A. Insurance:

1. The Board shall provide full family medical insurance coverage for each employee under the State Health Benefits Plan. Full family health insurance coverage shall include domestic partners/partners in a Civil Union as defined in the NJ State Domestic Partnership Act and the Civil Union Act.

2. The Board shall provide a Prescription Drug Card Insurance program for each employee and dependents.

3. The Board shall provide a Vision Care Insurance program for each employee and dependents.

4. The Board shall provide a Dental Insurance Plan for each employee and dependents.

5. Administrators who opt out of all four coverages, i.e. medical, prescription drug, vision, and dental, shall be given a cash payment of \$2,000 annually. Those who opt out of medical coverage only shall be given a cash payment of \$1,000 annually. Those who opt out of prescription drug, vision, and dental coverages shall be given a cash payment of \$100 annually.

B. Car Allowance:

Personnel not otherwise permitted travel allowance by Board resolution will be reimbursed for all authorized reasonable travel expenses upon the submission, monthly, of proper verification. The rates for travel reimbursement will be the allowable state rate of 31 cents per mile authorized by the NJOMB.

Authorized travel is defined as:

That travel authorized in advance by the Superintendent, or an Administrator delegated by the Superintendent, to carry out educationally valuable assignments out of town: e.g. attendance at curriculum conferences, educational meetings, workshops, and similar gatherings beneficial to the school system.

ARTICLE VIII
VACANCIES, PROMOTIONS AND TRANSFERS

- A. Both parties recognize the legal right and responsibility of the Board to fill open positions and to make administrative and supervisory promotions and transfers. The Board agrees to post written notice of all administrators' vacancies below the level of Superintendent of Schools for a period of at least fifteen (15) days prior to the selection by the Board of Education, provided that said period may be shortened or eliminated by the Board of Education in an emergency. Recommendations of the Superintendent to the Board and appointment by the Board shall not be grievable.

- B. A request may be made by any administrator for transfer to a different position or building and shall be filed in writing with the Superintendent stating the reasons for seeking transfer, the building position sought, and the applicant's qualifications. Such request shall receive careful consideration by the Superintendent and the Board.

ARTICLE IX
SALARY GUIDES

Salaries for administrators shall be increased per contract as indicated:

2008-2009	4.00 %
2009-2010	3.85 %
2010-2011	3.70 %

Members currently (2007-2008) earning below \$90,000 per year will receive a one time additional \$2,000 increase to their 2008-2009 salaries. Costs to be outside of negotiations.

ARTICLE X
HOLIDAYS

Each employee shall be guaranteed fifteen (15) paid holidays per year. A list of holidays is attached hereto and made a part hereof as Schedule G.

In addition to the above, each employee shall be granted four (4) floating holidays. However, two (2) of the four (4) floating holidays must be used during Rosh Hashanah and Yom Kippur. The remaining two (2) floating holidays may be used during periods when schools are in recess with scheduling subject to the approval of the Superintendent of Schools.

ARTICLE XI
TERMINAL LEAVE PAY

Administrators hired **prior** to July 1, 1999 shall be compensated at the rate of \$100.00 per day for one hundred percent (100%) of accumulated unused sick leave payable upon retirement for the 2008-2009 and 2009-2010, and \$100.00 per day for ninety percent (90%) of accumulated unused sick leave payable upon retirement for the 2010-2011. Cap will be subject to the provisions of the New Jersey Administrative Code into law.

Severance pay for all administrators hired **on or after** July 1, 1999 shall be compensated at the rate of \$100.00 per day for one hundred percent (100%) of accumulated unused sick leave payable upon retirement. For these administrators these expenses shall be capped at \$12,000.

During the term of the agreement, all LBAA members hired as administrators **prior** to July 1, 1999, at their election, may, by written notification to the SBA, direct that the employee be paid for all accumulated and unused sick days at the per diem rate of \$100.00 until all of their accumulated and unused sick days are exhausted. Terminal leave compensation may be generated as cash or rolled over/deposited into a non-taxable retirement account. Cap will be subject to the provisions of the New Jersey Administrative Code into law.

During the 2008-2009 year of the agreement, all LBAA members hired as an administrator **on or after** July 1, 1999, at their election, may, by written notification to the SBA, direct that the employee be paid for all accumulated and unused sick days at the per diem rate of \$100.00 for 100% of their accumulated and unused sick days until all are exhausted. For these administrators, these expenses shall be capped at \$12,000.00. Terminal leave compensation may be generated as cash or rolled over/deposited into a non-taxable retirement account.

ARTICLE XII
DURATION OF AGREEMENT

This Agreement shall be effective for a period from July 1, 2008 through June 30, 2011.

ARTICLE XIII
PROFESSIONAL DEVELOPMENT

A. Tuition Reimbursement

1. The Board shall reimburse administrators for eighty-five (85%) percent of the average state college cost of tuition for graduate courses up to a maximum of nine (9) credits per school year. Only course work submitted from a fully accredited university will be accepted.
2. Reimbursement for any courses shall be contingent upon obtaining the Superintendent's written approval of the applicant's enrollment in the course prior to its commencement and on submission of official transcript as proof of satisfactory completion of the course or courses.

B. All administrators may attend either the NJEA or NJPSA conventions provided that prior notice of intent to attend be given and proof of attendance be provided.

C. Professional Conferences, Seminars and Conventions

For each year of this Agreement, the Board of Education shall provide the sum of \$5,000 to be utilized to cover the expenses of administrators for attendance at conferences, seminars, conventions and workshops. The sum of money is to be distributed to administrators in accordance with the following procedure:

1. Reimbursement for attendance at an out-of-district activity professional development shall be contingent upon the administrator making written application for approval of such attendance and upon receipt of approval from the Board of Education on the recommendation of the Superintendent of Schools.
2. Application for approval shall be made as far in advance as possible to permit equitable apportionment of the funds available. Response on all applications shall be made as quickly as possible.
3. Apportionment of funds for the reimbursement of expenses associated with attendance at major cost conventions shall be made first, on the basis of relative professional development value of the proposed conventions; and, where the professional development value is equal, with preference being given to those administrators who least recently received Board financial assistance for attendance at such conventions; that is, all other things being equal, the administrator who last received Board assistance for a convention four years ago would be given preference over an administrator who received assistance two years ago.

ARTICLE XIV
MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement, or any application of this Agreement to any administrator or group of administrators is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Any contract between the Board and individual administrator hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.
- C. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter at the following addresses:
 - 1. If by the Association to the Board, 540 Broadway, Long Branch, NJ 07740.
 - 2. If by the Board to the Association, the President's permanent resident address.
- D. Wherever the term "Superintendent" or "Superintendent of Schools" is used herein, it shall include the Superintendent of Schools or his designee.
- E. Administrators will be paid semi-monthly on the 15th and 30th of each month.

SCHEDULE G

ADMINISTRATIVE HOLIDAYS

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Day before Christmas

Christmas Day

Day before New Year's

New Year's Day

Martin Luther King's Birthday

Washington's Birthday

Holy Thursday

Good Friday

Memorial Day