

An Agreement between the
Lakewood Administrators'
Association

and the

Lakewood Board of Education

for the period

July 1, 2009 to June 30, 2012

MISSION STATEMENT

The Lakewood Administrators Association and the Lakewood Board of Education recognize that the primary goal of the Lakewood Public Schools is to provide its students with the highest quality educational experience possible. To that end, the Administrator's Association and the Board of Education further recognize that all individuals engaged in supporting and providing instruction to the Lakewood student body should exhibit personal and professional accountability for the educational growth and success of the students in their charge.

ARTICLE I **RECOGNITION**

The Lakewood Board of Education hereby recognizes the Lakewood Administrators' Association as the exclusive representative for collective negotiations concerning terms and conditions of employment for all certificated administrators who are directly employed by the Board in the following positions:

Including: All principals, assistant principals, directors, supervisors, and the Community School Administrator.

Excluding: All other certificated staff members, and all non certificated employees.

Unless otherwise indicated, the term "administrator" when used hereinafter in the Agreement, will refer to all professional employees represented by the Association in the negotiating unit as above defined.

ARTICLE II **NEGOTIATION OF SUCCESSOR AGREEMENT**

The parties agree to enter into collective negotiation in accordance with the provisions of Chapter 123, Public Laws 1974 and a good faith effort to reach agreement concerning the terms and conditions of administrators' employment. Negotiations will begin no later than November 1st of the calendar year proceeding the calendar year in which this Agreement expires.

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III **GRIEVANCE PROCEDURE**

Any member or class of members of the Association or representatives of the Association shall have the right to appeal the application of policies, agreements or contract and administrative decisions affecting him/her through administrative channels. With respect to his/her personal grievances, he or she shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal. He or she shall have the right to present his/her own appeal or designate representatives of the Lakewood Administrators' Association or another person of his/her own choosing to appear with him/her or for him/her in any step of his/her appeal.

Step One:

All grievances will be discussed informally with the immediate supervisor, and if not resolved moved to Step 2.

Step Two:

All grievances by an administrator and those of a class or policy nature shall be submitted to the Superintendent of Schools or his/her designee and shall be placed in writing, including the article(s) alleged to have been violated and the remedy sought by the grievant(s). The grievance must be filed within fifteen (15) school days of the attempt at an informal settlement. The Superintendent or designee has fifteen (15) school days to respond in writing to the grievance.

Step Three:

If the Superintendent does not settle the grievance at Step 2, then the grievance and all associated material shall be submitted to the Board of Education within fifteen (15) school days.

Step Four:

The Board of Education or a committee thereof shall meet with the Superintendent or designee, the Association President and/or grievance committee chairperson, and grievant. The Board and the Association retain the right that either side may have representatives present. The matter shall be heard in closed session no later than the second Board meeting after receipt of the grievance by the Board Secretary. Any time line herein specified may be extended by mutual agreement of the parties, in writing. If the matter is not resolved, the Association may move the grievance to Step 5, Binding Arbitration.

Step Five:

Any grievance supported by the Association and not resolved to the satisfaction of the employee after review by the Board of Education, shall, at the request of the Association, be submitted to binding arbitration. All parties are bound by the rules of the American Arbitration Association or PERC in respect to selection of an arbitrator and his procedure.

The decision of the arbitrator will be accepted as final by the parties and both will abide by it.

The costs for the services of the arbitrator, including per diem expenses, if any, and the actual and necessary travel, subsistence expenses and the cost of the

hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

All meetings and hearings under this procedure shall not be conducted in public, and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this article.

If the grievant is successful, all references to the grievance shall be removed from the grievant's personnel file.

ARTICLE IV **SICK LEAVE**

All members of the Lakewood Administrators' Association shall be entitled to one (1) sick day for each month of their yearly employment contract: e.g., twelve (12) month employment contract equals twelve (12) sick days per year. Said days shall be available to the employee at the commencement of the employee's work year. Unused sick leave days shall be accumulated from year to year with no limit.

For each complete year of service beyond three (3) years, the administrator will be eligible for a maximum of an additional five (5) days of sick leave. For example, after five (5) complete years of service, the administrator is eligible for ten (10) days of additional sick leave; after nine (9) complete years of service, the administrator is eligible for thirty (30) days of additional leave. An administrator may only use the maximum additional days for which he or she eligible two (2) times during his/her career in the Lakewood school district. Additional leave may be requested through the Superintendent. The rate of pay will be pro-rated at one-half ($\frac{1}{2}$) of the regular salary for each additional sick day used.

In the event of extreme personal illness or documented similar crisis, an administrator may, with the approval of the Board of Education, draw upon his/her bank of accumulated leave days, provided that all available sick leave, vacation and personal leave time has been exhausted.

In the event of the death of a member all accumulated vacation, sick leave and personal leave shall be paid to his/her estate.

ARTICLE V **RETIREMENT BENEFITS**

A. All administrators, upon retirement, shall be paid for unused sick leave according to the following schedule:

At retirement all administrators are eligible for forty percent (40%) of the total number of accumulated sick leave days over the number of contractual work days times the per diem average of their last year's

salary [calculated pursuant to Article VI.]

- B.
1. Administrators who retire shall receive $\frac{1}{2}$ of their accumulated sick leave within 30 days of their retirement and the balance by the following January 15th. These payments shall be deposited into a Board approved Post Retirement Deferred Payment Compensation Plan in accordance with applicable Internal Revenue Service regulations. There is no option to have the sick leave paid in cash.
 2. Administrators who provide notice by January 15th of a retirement date no sooner than June 30th, but no later than September 1st of the same calendar year shall be eligible for fifty percent (50%) of the total number of accumulated unused sick leave days rather than the forty percent delineated in section A above. Payments shall be made pursuant to B.1. of this article.
 3. Administrators who submit their intention to retire but who pass away prior to the effective date of retirement, but subsequent to the Board accepting their letter of retirement, shall have their sick leave benefit paid to their Post Retirement Deferred Compensation Plan.
- C. Administrators shall have unused personal days, as provided in Article VII:A, accrued for retirement purposes only.
- D. Payment for unused sick and personal leave shall be capped at \$15,000 for new hires beginning July 1, 2009.

ARTICLE VI
CONTRACTUAL WORK DAY COMPUTATION

When computing contractual work days for retirement and other purposes, the following divisor shall be used:

12 month employees: 220 days

For Association members hired after July 1, 2009, the divisor shall be 240 days.

ARTICLE VII
TEMPORARY LEAVES OF ABSENCE

- A. All administrators employed by the Lakewood Board of Education prior to July 1, 1993 are entitled to five (5) days of personal, non-accumulative leave of absence without reason given. Administrators hired after July 1, 1993 shall be entitled to four (4) days of personal, non-accumulative leave of absence without reason given. The request for leave shall be

made to the superintendent's office forty-eight (48) hours in advance of the leave requested, except in the case of emergencies.

- B. Each unit member shall be entitled to up to five (5) days bereavement leave in the case of death in the immediate family.

Immediate family shall include: father, mother, spouse, child, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, or a relative living as a member of the immediate household.

ARTICLE VIII **EXTENDED LEAVES OF ABSENCE**

- A. Personal leaves of absence without pay may be granted by the board.
- B. An administrator returning from a personal leave to an open position will be placed at salary consistent with his/her position in relation to other administrators of equal training and experience.

ARTICLE IX **PROFESSIONAL LEAVES OF ABSENCE**

All administrators may be entitled to professional leaves of absence for the purpose of enhancing their professional skills and strengthening the quality of education in the Lakewood school system.

Said professional leave may be used singularly, collectively, or a part thereof with the superintendent's approval.

Application for professional leave will be made to the administrator's immediate superior, or in cases where the immediate superior is the superintendent, directly to the superintendent. All applications for professional leave shall be forwarded to the Superintendent/designee for approval or disapproval.

Whenever practical, requests for professional leave shall be made at least one (1) month in advance of the date requested. An administrator shall be entitled upon board approval to specified remuneration for said day(s), which may include materials pertinent to the request, registration fees, fixed charges, lodging, meals, and travel expenses.

ARTICLE X **INSURANCE PROTECTION**

- A. The Board of Education will pay full premium costs for an administrator and dependents for medical and prescription benefits according to his/her selected plan under the New Jersey State Health Benefits Program.

- B. The board shall continue full and all benefit coverage for any administrator who has exhausted all sick leave and personal leave, or who is on an extended leave due to illness, for a period not to exceed one year.
- C. The Board of Education will pay premium costs of all administrators and dependents as outlined in the Delta Dental Plan.
- D. The board will pay premium costs for optical care for all members and their dependents as outlined in Plan C in the Vision Service Plan (no deductible 12 months on exam, lenses and frames).
- E. Each administrator shall contribute the following amount of his/her annual salary toward the cost of dental and optical benefits.

For the 2009-10 contract year, the contribution shall be .25% of annual salary. For the 2010-11 and 2011-12 contract years, the contribution shall be 1.25% if, and only if, the members of the LEA agree to make the same contribution. Otherwise, the contribution shall remain at .25%.

ARTICLE XI **SUMMER HOURS**

Summer hours for twelve (12) month administrators shall be from 8 a.m. to 3 p.m. four (4) days a week [Monday through Thursday].

Summer hours shall begin on July 1 and remain in effect until the last five (5) full work days prior to the opening of school in September.

There will be building coverage by an administrator five days per week during the summer, i.e. Principal or Assistant Principal, unless an emergency situation arises.

ARTICLE XII **ADMINISTRATORS' RIGHTS**

Rights and Protection in Representations

Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other connected activities for mutual aid and protection.

As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any administrator in the

enjoyment of any rights conferred by Chapter 123, Public Laws 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any administrator with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, collective negotiations with the Board, or his/her institutions of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms and conditions of employment.

Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any administrator such rights as he/she may have under New Jersey School laws or other applicable laws and regulations. The rights granted to members hereunder shall be deemed to be in addition to those provided elsewhere.

Required Meetings or Hearings

Whenever any administrator is required to appear formally before the Board or any committee member, representative or agent thereof concerning any matter which could adversely affect the continuation of that administrator in his/her office, position or employment or the salary or any increments pertaining thereto, then the Superintendent shall attempt to give five (5) days prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

ARTICLE XIII **STAFFING**

All board and administrative decisions affecting the placement of professional, paraprofessional and non-professional personnel shall include the input of the building administrator of the particular building affected, whenever administratively possible as determined by the Superintendent or his/her designee.

ARTICLE XIV **PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

To work toward the end stated above, the Board agrees to implement the following:

- A. The Board agrees to give credit on the salary guide for those courses which enable the administrator to improve his/her professional background.
- B. The Board agrees to reimburse administrators for the cost of six (6)

graduate credits per year, including on-line courses offered by accredited colleges or universities that offer traditional undergraduate and graduate programs and NJPSA Project Excel, at the tuition rate charged by Rutgers University, or the actual cost, whichever is less. All credits must be approved by the Superintendent of Schools/designee prior to enrollment.

ARTICLE XV
ASSOCIATION RIGHTS AND PRIVILEGES

Released Time for Meetings

Whenever any representative of the association or any administrator participates during working hours in negotiations, grievance proceedings, conferences or meetings with the Board of Education or its authorized designees, he/she shall suffer no loss in pay.

Liaison Meetings

The Association's representatives (the president plus two (2) other members) shall meet with the superintendent as determined by the L.A.A. to review and discuss problems and practices of mutual concern.

ARTICLE XVI
SALARIES

- A. The salaries of all administrators covered by this agreement are set forth in Appendix A which is attached hereto and made a part hereof.
- B. All administrators shall be paid every other Friday. When a payday falls on or during a holiday or vacation, administrators shall receive their paychecks on the last previous working day.
- C. Initial placement on the guide for new administrators shall be the prerogative of the Board of Education. Where possible, the board will make an attempt to hire administrative personnel within the guidelines of the salary schedule.
- D. Non-tenured administrators shall be notified of their contract and salary status according to law.
- F. Administrators must work at least one-half plus one (1) day of their regular work year to qualify for advancement of one (1) step on the salary guide for the following contract year.
- J. DELETED effective July 1, 2009.

ARTICLE XVII
VACATIONS & HOLIDAYS

- A. All vacation days may be taken individually or in multiple day combinations with the approval of the Superintendent of Schools or his/her designee. Twelve (12) month administrators shall be entitled to a vacation period of seventeen (17) working days. The seventeen (17) vacation days shall be credited on July 1st of each school year. If a twelve (12) month administrator hired after July 1, 1991, leaves the district during the school year, a pro-rata salary deduction for used, but as yet unearned, vacation days shall be made from the administrator's final paycheck, based on 1.42 days for each month not worked.

Ten (10) of the seventeen (17) days must be taken during the summer. The remaining seven (7) days may be taken during the school year. Five (5) vacation days may be carried over to the following school year. With the approval of the superintendent or his/her designee, an administrator may carry over additional vacation days or receive compensation for these days should a situation arise in which the administrator is not able to use the allotted vacation days within the specified year.

All twelve (12) month administrators employed before July 1, 1991 are grandfathered under the old system, in which accumulated days, at the rate of 1.42 days per month, are awarded in the successive year.

- B. Holidays for administrators shall be consistent with the school calendar, except where necessary for budgets and emergencies declared by the Board of Education.
- C. The Board of Education, in June of each year, may buy back, at the employee's request, up to five (5) unused vacation days at the employee's then current per diem rate.

This section pertains only to administrators hired before July 1, 2009. For administrators hired after July 1, 2009, the board will no longer buy back up to five (5) unused vacation days in June of each year.

- D. At separation from the district, the employee may be paid for no more than five (5) days plus one year's earned vacation days.
- E. The unused accrued vacation time of any administrator who dies while employed by the Lakewood Board of Education shall be credited to the administrator's estate at the rate of salary being paid during the year of death.

ARTICLE XVIII
INCLEMENT WEATHER

Administrators shall not report to work on days which are officially declared to be "snow days."

ARTICLE XIX
PERSONAL PROPERTY LOSS

The Board will provide to the Association one thousand two hundred dollars (\$1,200.00) per year, to be paid by July 1st of each school year, to replace any personal property damaged during the line of duty.

The Association will maintain and dispense the claims to employees in the unit.

Any unused balance will be returned to the Board by June 30th of each school year along with a detailed accounting of how the funds were spent and the amount remaining.

ARTICLE XX
SABBATICAL LEAVE

The Board of Education, at its discretion, may approve a sabbatical leave for an administrator under the following conditions:

- A. In order to be eligible for a sabbatical leave, an administrator must have served at least eight (8) years in the Lakewood school system, of which at least four (4) must be as an administrator in the district.
- B. The program of studies must be accredited through the National Council for the Accreditation of Teacher Education (NCATE).
- C. Application for sabbatical leave must be accompanied by the submission of a written plan noting the manner in which the program will enhance the administrator's professional competence.
- D. Application for sabbatical leave shall be submitted to the Superintendent no later than February 15 for the ensuing school year for Board and/or Superintendent's action by March 30.
- E. The duration of the sabbatical leave shall not exceed one (1) school year. No more than one administrator may be granted a sabbatical leave during any given school year.
- F. The administrator shall agree in writing to commit himself/herself to continue employment in the Lakewood school district for at least five (5)

years following the completion of the sabbatical leave.

- G. The Board will pay one-half (1/2) of the administrator's annual salary, and will consider the period of the sabbatical in all ways comparable to a similar period of professional service in the district as to benefits and status.
- H. In the event an administrator cannot fulfill the obligation of five (5) years service to the district following completion of the sabbatical, the administrator will repay to the Board of Education that portion of the sabbatical salary received on a pro-rated basis for any portion of the five (5) years service time not completed.

ARTICLE XXI **MISCELLANEOUS**

Nondiscrimination

The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there shall be no discrimination in the hiring, training, assignment, promotion, transfer or discipline of members or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.

Savings Clause

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Compliance Between Individual Contract and Master Agreement

Any individual contract between the Board and an individual member, covered under this Agreement, heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, should be controlling.

Board Rights Clause

It is the right of the Board, except as limited by the provisions of this Agreement, to determine the standards of services to be offered by its schools; to determine the standards of selection for employment; to direct its employees; to take disciplinary action; to relieve its employees from duty for legitimate

reasons; to maintain the efficiency of its operations; to determine the methods, means and personnel by which its operations are to be conducted; to take all necessary actions to carry out its mission in emergencies; and to exercise complete control and discretion over its organization and the technology of performing its work. The Board's decisions on those matters are not within the scope of collective bargaining, but notwithstanding the above, questions regarding the practical impact that decisions on the above matters have on employees do lie within the scope of collective bargaining agreements.

Evaluations

Administrators will perform evaluations according to state guidelines. An administrator is expected to perform as many additional evaluations as he or she deems necessary, unless additional evaluations are requested by the central administration, to adequately document and/or improve poor performance on the part of those individuals supervised by the administrator.

Membership Professional Associations

The Board shall pay each unit member's dues for the Principals' and Supervisors' Association according to the following schedule:

School year 2006-2007 and thereafter: up to seven hundred fifty dollars (\$750.00).

ARTICLE XXII **TRAVEL**

- A. Reimbursement for professional travel outside the district shall be at the rate of forty (40¢) per mile.
- B. Mileage reimbursement for in-district travel will be paid through payroll in 26 equal installments subject to all taxes as per IRS regulations in the amounts of \$400 per year for Directors and Supervisors and \$200 per year for Principals and Assistant Principals.

ARTICLE XXIII **NOTICE**

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

If by the Association, to the
Lakewood Board of Education
1771 Madison Avenue (Route 9 North)
Lakewood, New Jersey 08701

If by the Board, to the
Lakewood Administrators' Association President
Lakewood Public Schools
Lakewood, New Jersey 08701

This Agreement is entered into this 1st day of July 2009, by and between the Lakewood Board of Education, Lakewood, New Jersey and the Lakewood Administrators' Association, in witness whereof the parties have affixed the signatures to the Memorandum of Agreement on the 20th day of July, 2009.

The Lakewood Administrators' Association ratified this Agreement on the 24th day of July, 2009 and the Lakewood Board of Education on the 20th day of July, 2009.

Appendix A: Salary Guides

Salaries will be adjusted by an annual percentage as follows:

- a. 2009-10: 1.90%
- b. 2010-11: 2.50%
- c. 2011-12: 3.15%

Actual and complete salary guides shall be mutually developed and incorporated herein.

Appendix B: Merit Pay

As a separate entity from, and in addition to, the negotiated salary described above, the Board and the LAA have agreed to a system of merit pay for building administrators effective July 1, 2009. This merit pay will be determined by the procedures set forth below and will be payable as an addition to base salary in the following year as per the established guidelines. The Board and the LAA further agree that during the 2009-10 school year procedures will be formulated to include the Supervisors/Directors in the process for the 2010-11 and 2011-12 school years. It is further agreed that any changes to the criteria in Appendix B shall be the subject of negotiations and only implemented after mutual agreement of both parties.

Principals would present to the superintendent a portfolio and discuss evidence of the following during an annual evaluation conference:

1. Evidence of data driven decision making.
2. Evidence that teachers are putting district initiatives into practice in their classrooms.

3. Number and quality of formal evaluations with emphasis on the effective use of the evaluation rubrics.
4. Number and quality of walkthroughs with emphasis on the effective use of the walkthrough guidelines.
5. Professional development opportunities offered in school during common planning time, grade level and department meetings, and faculty meetings.
6. Effective use of instructional coaches and/or department coordinators.
7. Student performance on benchmark assessments at specific times during the school year.
8. Each school in the district that meets AYP for all indicators:
 - o \$3,000 – Principal (per year)
 - o \$2,000 – Assistant Principal (per year)
9. Success in eliminating SINI designation – additional compensation. (The NJDOE will notify the district on or about September 2009)
 - o \$2,000 – Principal (per year)
 - o \$1,000 – Assistant Principal (per year)

The superintendent would use a narrative and rating scale to evaluate the administrator and make a recommendation to the Board concerning additional compensation for performance. The administrator would not be considered for additional compensation unless Items 1 – 7 were achieved. Items 8 and 9 would result in additional compensation, provided Items 1 – 7 were achieved.

FOR THE LAKEWOOD ADMINISTRATORS' ASSOCIATION:

FOR THE LAKEWOOD BOARD OF EDUCATION:

Abraham Ostreicher, Board President

Lydia R. Silva, Superintendent of Schools

Robert S. Finger, Board Secretary

L.A.A. Salary Guide 2009 - 2012

Step	2009-2010		2010 - 2011		2011 - 2012	
	I	II	I	II	I	II
1	109,810	99,495	109,810	99,495	109,810	99,495
2	111,898	101,583	112,500	102,404	113,565	103,250
3	113,398	103,083	114,805	104,490	116,255	106,159
4	114,148	103,833	116,305	105,990	118,560	108,245
5	114,898	104,583	117,055	106,740	120,060	109,745
6	116,219	105,539	117,805	107,490	120,810	110,495
7	116,896	105,860	119,126	108,446	121,560	111,245
8	117,478	107,879	119,803	108,767	122,881	112,201
9	118,203	109,153	120,385	110,786	123,558	112,522
10	118,553	110,427	121,110	112,060	124,140	114,541
11	119,235	112,021	121,460	113,334	124,865	115,815
12	119,935	113,793	122,142	114,928	125,215	117,089
13	121,421	113,964	122,842	116,700	125,897	118,683
14	124,259	114,752	124,328	116,871	126,597	120,455
Off 18			127,166		130,921	
Off 17		115,824		118,731		122,486
Off 16	126,488		129,395		133,150	
Off 15		119,219		122,126		125,881
Off 14		119,683		122,590		126,345
Off 13	126,786					

129,693

133,488

Off 9 130,771

133,678

137,433

ADDENDS TO SALARY

Degree Status

MA+15 3,000

MA+30 5,000

EdD/PhD 6,000

Category Category

I II

Principals Assistant Principals

Supervisors

Directors