

AGREEMENT

BETWEEN

THE LEONIA ADMINISTRATORS AND
SUPERVISORS ASSOCIATION AND

THE LEONIA BOARD OF EDUCATION
JULY 1, 2012 to JUNE 30, 2014

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PREAMBLE

This Agreement entered into this 1st day of July, by and between the Leonia Administrators and Supervisors Association, (hereinafter called the "Association,") and the Board of Education of Leonia, New Jersey, (hereinafter called the "Board,") represents the understanding by and between the Association and the Board with regard to all matters which are included in this document for the period of the Agreement.

ARTICLE I - RECOGNITION

- A. During the term of this Agreement, the Leonia Board of Education recognizes the Leonia Administrators and Supervisors Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment between the Leonia Board of Education and the following certificated employees:
1. Principals
 2. Vice Principals
 3. Supervisors
 4. Directors
 5. Coordinators
- B. Any other new administrative positions which shall be established by the Board are to be represented by this Association.
- C. Unless otherwise indicated, the term "administrator" refers to employees as indicated in Section A or B of this Article.

ARTICLE II - NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The Association and the Board 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 agrees to present to the Board its proposals for an Agreement. Each party shall be free to propose and negotiate with regard to all 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 final understanding on all bargainable issues agreed upon. Such Agreement shall apply to all members of the negotiating unit, shall be reduced to writing, and after ratification by the parties concerned, signed by the Presidents or appointed representatives of both parties.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. 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.
- C. This Agreement incorporates the understanding of the parties on all matters which were agreed upon as a result of negotiation.

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.

- D. In the event that a successor Agreement has not been ratified by both parties, the existing contract will remain in force.

ARTICLE III - GRIEVANCE PROCEDURES

A. Definition

The term "grievance" means a complaint or claim that there has been an improper application, interpretation, or violation of any term or provision of this contract, administrative decision, board policy or state statute affecting a member or group of members.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances which may arise affecting employees. 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

1. Filing a Grievance

A grievance may be filed by an individual member, a group of members, or by the Association, either in its own name or as the representative of a group or class whose individual signatures may be necessary. Any grievance must be lodged within 15 school days of the event.

2. Failing to Communicate a Decision

- a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be waiver of further appeal of the decision.
- b. It is understood that any employee grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and effect thereof shall have been duly determined.

3. Informal Attempt to Resolve a Complaint

An individual who has a complaint shall discuss it first with his immediate superior in an attempt to resolve the matter informally.

However, if the complainant is the Association, the initial discussion shall be at the level of the Superintendent; and, in such event, if the problem is not resolved to the satisfaction of the Association within fourteen (14) school days after the conclusion of the discussion, the procedures described in the subsections of this section shall become applicable.

4. Level One - Immediate Superior.
 - a. If, as a result of the discussion, the matter is not resolved to the satisfaction of the complainant within seven (7) school days, he shall set forth his grievance in writing to the immediate superior, specifying:
 1. the nature of the grievance;
 2. the nature and extent of the injury;
 3. the result of the previous discussion;
 4. his dissatisfaction with decisions previously rendered.
 - b. The immediate superior shall communicate his decision to the grievant in writing within seven (7) school days of receipt of the written grievance.
5. Level Two - Superintendent of Schools
 - a. The grievant, no later than seven (7) school days after receipt of the superior's decision, may appeal this decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing, reciting the matter submitted to the immediate superior and his dissatisfaction with the decisions previously rendered, as specified above. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed fourteen (14) school days. The Superintendent shall communicate his decision in writing to the grievant and the immediate superior.
6. Level Three - Board of Education
 - a. If the grievance is not resolved to the grievant's satisfaction, he, no later than seven (7) school days after the receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the Board of Education. The Board, or a Committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the grievant and render a decision in writing within thirty (30) school days of receipt of the grievance by the Board.
 - b. The decision of the Board shall be final and binding.

D. Right to Representation

1. Any grievant may be represented at all stages of the grievance procedure by himself, or at his option, by (a) representative(s) and/or an attorney selected or approved by the Association.
2. When a grievant is not represented by the Association in the processing of a grievance, the Association shall be notified by the Superintendent at the time of the submission of the grievance to the Superintendent that the grievance is in process.
3. The Board and the Association shall assure the individual grievant freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal with respect to his personal grievances.

E. Separate Grievance File

1. All documents, communications, and records dealing with the procession 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.
2. Meetings and Hearings. No meeting or hearing conducted under this contract shall be public. The only parties in attendance shall be the parties in interest and the designated or selected representatives contemplated in this article.

ARTICLE VII - ADMINISTRATIVE LOAD AND DUTIES

- A. When conducting the administrative functions of the Leonia school system, administrators are expected to carry out their professional responsibilities utilizing their best judgment and discretion to insure the satisfactory operation of the assignment.
- B. Administrators shall be allowed the discretion of setting their own time schedule in accordance with the demands of their respective positions with the approval of the Superintendent.
- C. The Leonia Administrators Association agrees to abide by the principle that the Association and the Board of Education need to work in a cooperative spirit in all emergencies.

In the event of a teacher strike or job action, the Association will continue to work in conjunction with the Board to fulfill all necessary emergency procedures the Board may choose to implement with the exception of serving summonses.

- D. Instructional supervisors shall work ten (10) months until the last business day in June. In addition, five (5) days would be required prior to the start of the school year. The days would be at the end of August in preparation for the new school year.

ARTICLE VIII - LEAVES OF ABSENCES

- A. All administrators shall be entitled to:
1. Eleven (11) days of sick leave annually for twelve-month administrators, ten (10) days of sick leave annually for ten-month administrators. Any unused sick leave shall accumulate from year to year.
 2. A maximum of five (5) days shall be granted in the event of death in the immediate family. This leave will be taken immediately following the death of a member of the employee's immediate family. The immediate family shall be defined as husband, wife, child, step child, father, mother, sister, brother, grandparents, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, and live in companion and ward. For the purpose of this article, a ward shall mean a person over whom or over whose property the administrator is appointed guardian. One day will be allowed to an executor or executrix of a will for the administration of the estate upon proper documentation.
 3. A maximum of one day to attend the funeral of other relatives or close friends, if specifically and formally approved by the Superintendent of Schools before the fact.
 4. A maximum of three (3) days for twelve-month administrators and three (3) days for ten-month administrators for the purpose of attending to matters of personal business which cannot be performed at other than regular business hours, only with the prior formal approval of the Superintendent of Schools except in case of an emergency. Unused personal days, up to three (3) for twelve-month administrators and three (3) days for ten-month administrators shall be added to the accumulated sick days at the end of the school year, June 30th.
 5. A maximum of two (2) days per contractual year for illness in immediate family as defined in #2.
- B. All administrators shall file a statement following absence and may indicate on the form "personal illness."
- C. By September 30th each administrator shall be given in duplicate a written account of accumulated sick days each year. The duplicate copy shall be signed and returned to the Central office.
- D. Maternity leave shall be granted in accordance with New Jersey State Law.

E. Vacation:

1. Twelve-month Association members shall be entitled to all of the following:
 - a. Four weeks vacation during the summer months.
 - b. Christmas recess off
 - c. All vacation days off during the winter and the spring recesses
 - d. All vacation periods will be scheduled with the approval of the Superintendent.
2. Up to five (5) unused vacation days will be allowed as carryover. Over that amount must meet with the approval of the Superintendent. The maximum amount of vacation that an employee will be allowed to accrue will be 25 days.

F. Administrators will follow the remainder of the school calendar for teachers and students as it relates to time off.

- G.
1. Three (3) days subpoena leave. Additional days to be granted at the discretion of the Superintendent.
 2. Time spent honoring a subpoena on behalf of the Board of Education shall be treated as work time.

H. Jury Duty

1. Administrators shall receive full pay while on jury duty and shall endorse any remuneration exclusive of travel expenses, over to the Board of Education.
2. Any administrator receiving a summons for jury duty must report it to the Superintendent within two working days of receipt.
3. At the discretion of the Superintendent, postponement may be requested for the given administrator. If such is not granted, number (1.) applies.

ARTICLE IX - RETIREMENT AND LONGEVITY

- A. Any administrator who retires according to the provisions of the New Jersey 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:
1. The first fifty days at \$25.00 per day
 2. The next fifty days at \$75.00 per day
 3. The next one hundred at \$100.00 per day

Accumulated sick day reimbursement will be capped at \$15,000.

- B. Longevity - A longevity stipend shall be paid to any administrator who is commencing his/her sixteenth year of employment in Leonia and each year thereafter. The stipend will be \$1,000 for those commencing their 16th year of employment, \$2,000 for those commencing their 21st year and \$2,500 for those commencing their 26th year of service in Leonia.

ARTICLE X - NOTICE OF VACANCIES

A notice of vacancy in an administrative position shall be sent to the Association at least fifteen (15) working days before the final date when applications must be submitted. The notice of vacancy shall set forth the position, its requirements, its duties, and the rate or range of compensation when known.

ARTICLE XI - SCHOOL CALENDAR

The President of the Association shall be consulted prior to decisions regarding the establishment of a school calendar. Subsequent changes shall be made only after consultation with the Leonia Administrators Association.

ARTICLE XII - DEDUCTIONS FROM SALARY

The Board of Education will provide the same payroll procedures as provided to other professional Associations within the district.

ARTICLE XIII - SEPARABILITY AND SAVING

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.

ARTICLE XIV - RIGHT TO EXAMINE PERSONNEL FILES

An administrator shall have the right, upon request, to review with the Superintendent or his designee, the contents of his/her personnel file and to receive copy at Board expense of any document contained therein. An administrator shall be entitled to have a representative of the Association accompany him/her during such a review. An administrator shall have the right to indicate to the Superintendent or his designee 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 and the Administrator, and if mutually agreed upon, all copies shall be destroyed.

If no mutual agreement occurs between the administrator and the Superintendent, a decision will be arrived at by the Board within 30 calendar days.

ARTICLE XV - INSURANCE PROTECTION

- A. Insurance Protection shall be the New Jersey School Employees Health Benefits Program (NJSEHBP). If an alternative is desired by either party, a committee representing equally the Board of Education and LASA shall be established. The committee shall be empowered to investigate and determine a carrier offering equal or better coverage. As per N.J.S.A. 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 disruption as possible. In accordance with statutes pertaining to transfer of group coverage, there can be no lapse of coverage or loss of benefits as the result of said transfer.
- B. All administrators shall have family medical coverage at Board of Education expense less any legally required employee contributions required by *N.J.S.A. 18A:16-17* and/or *N.J.S.A. 18A:16-17.1*, or any other applicable State law. Each employee's contribution to the cost of premiums shall be deducted from the employee's salary and paid, in equal installments, in accordance with the payroll schedule..
- C. All administrators shall have family dental coverage at Board of Education expense.
- D. All administrators hired after July 1, 1997 shall have family coverage for all medical and dental coverage's. Any administrator employed in the district as of January 1, 2001, shall have employee only benefits status with the option to upgrade to family benefits at Board of Education expense (subject to the employee contribution requirements references in Article SV.B above).

ARTICLE XVI - 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, for that duration neither side shall be obligated to enter into further negotiations regarding any matter not specifically designated by clear and express language with this agreement.
- B. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were the subject of negotiations.

ARTICLE XVII - LIAISON

- A. Any Agreement entered into by the administrators, the professional staff, and the Board of Education will be effective in providing better educational opportunities for students only if there is effective communication between the parties on all subjects related to current school problems and practices.

Meetings of the Administrators Association with the Superintendent may be at the request of the Association with proper notice. Such meetings shall be scheduled outside of the school day at a mutually convenient time and shall be used to discuss matters of mutual concern.

- B. Prudent management practice demands that the Board of Education have the benefit of input from the Administrators Association through the Superintendent, on those issues where the professionals' judgment can be of significant benefit to the Board in arriving at a decision. The Administrators Association and the Board of Education recognize that all communications and relationships shall be conducted in a professional manner.
- C. Members of the Administrators Association and members of the Board of Education will not make libelous or abusive statements about members of the other group in the presence of teachers, parents, students, or at public gatherings.

ARTICLE XVIII - PROFESSIONAL DEVELOPMENT

- A. For professional development, the Board shall reimburse 75% of any graduate tuition per year per administrator up to nine credits tied to the per credit graduate tuition rate at New Jersey State Universities for courses taken which are deemed to be directly beneficial to the district by the Superintendent and are approved by the Superintendent. These courses shall be taken at accredited colleges and completed with a grade of B or better in order to qualify for reimbursement.
- B. Effective July 1, 2009, a limit of \$900.00 per administrator in appropriate memberships shall be provided upon approval of the Superintendent.
- C. Attendance at professional conferences by administrators is encouraged by the Board of Education whenever the purpose of the school district is best served. Expenses incurred for participation and attendance at such conferences shall be paid by the school district upon approval of the Superintendent. This shall include one national convention per year to be rotated among all administrators in the bargaining unit and paid for by the school district, up to \$2,000, pending approval of the Superintendent of Schools. Travel expenses must meet the state mandated travel regulations for school districts.

ARTICLE XIX - PERSONAL PROPERTY

The Board will reimburse the members of the Administrators Association up to \$500.00 for personal property (unless the member's deductible is less than this amount) that is vandalized or destroyed during specific disciplinary action or as a direct result of disciplinary action taken by administrators. Such claims shall be documented and placed before the Superintendent of Schools for approval and action.

ARTICLE XX - MISCELLANEOUS PROVISIONS

- A. Use of Automobile - Any member of the Association shall be reimbursed at the State of New Jersey Department of the Treasury mileage reimbursement rate when his/her automobile is used in performance of his/her duties as assigned by the Superintendent and/or his designee.
- B. Reproduction and Distribution of Contract - The school district will provide sufficient copies of the Agreement.

ARTICLE XXI - EVALUATION OF ADMINISTRATORS

Title 18A and the following procedures will be adhered to for all tenured and nontenured Administrators:

- A. Goals
 1. The Superintendent and/or his designee and the Association member will meet during the period of May 15th through June 15th to discuss preliminary goals for the following year.
 2. The Association member will develop the actual goals and establish timelines for the completion of each goal.
 3. The Superintendent and/or his designee and Association member will meet prior to September 30th to discuss the actual goals of the Association member.
 4. Each goal will be mutually agreed upon.
 5. The goals will be reduced to writing by the Administrator and signed within ten (10) working days by the Administrator and the Superintendent.

- B. Mid-Year Assessment
 1. A mid-year assessment conference will be held at a mutually convenient time during the period of January 2nd through January 25th between the Association member and the Superintendent and/or his designee.
 2. By January 31st, the Superintendent and/or his designee will submit to each Association member a written assessment of performance indicating strength and/or weaknesses.
 3. The Association member has the right of rebuttal within ten (10) working days following the receipt of the written assessment, or if requested by the Administrator, a post conference will take place within ten (10) working days.

- C. Reasonable Notice
 1. The Association member will be given reasonable notice in writing of the Superintendent's intent to recommend retention.
 2. The written intent to withhold an increment will include areas of deficiency and suggestions for improvement.

- D. Summative
 1. A pre-evaluation conference will be held at a mutually convenient time during the period of May 15th through June 15th between the Association member and the Superintendent and/or his designee.
 2. By June 30th, or sooner if possible, the Superintendent and his designee will submit to each Association member a written summative evaluation of performance based on the strengths and weaknesses of his/her performance and indicate the final performance rating.

3. The Association member has the right of rebuttal within ten (10) working days following the receipt of the written evaluation, or if requested by the Administrator, a post evaluation conference will take place within (10) working days following the written evaluation.


ARTICLE XXII - SALARY

- A. For the 2012-2013 school year, salaries shall be increased by 2.5%. Additionally, the position of Supervisor of Physical Education and Athletics will be changed to Athletic Director, and position will become a 12 month position and a salary adjustment shall be made to set the salary at \$100,500 for the 2012-2013 school year
- B. For the 2013-2014 school year, salaries shall increase by 2%.

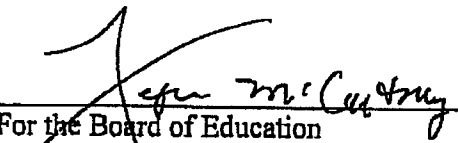
ARTICLE XXIII - DURATION OF CONTRACT

This Agreement shall be in full force and effect as of July 1, 2012 and shall continue in effect until June 30, 2014.

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

 4-27-12

For the Leonia Administrators Association

 4/30/12

For the Board of Education

Seal Date _____