

AGREEMENT

between the

LAKELAND REGIONAL HIGH SCHOOL
DISTRICT BOARD OF EDUCATION

and the

LAKELAND REGIONAL HIGH SCHOOL
ADMINISTRATORS' AND SUPERVISORS' ASSOCIATION

July 1, 2002 to June 30, 2005

An agreement, made this 12TH day of March, 2003 by and between THE BOARD OF EDUCATION OF LAKELAND REGIONAL HIGH SCHOOL DISTRICT, in the County of Passaic, a school district of the State of New Jersey, hereinafter referred to as the "Board": and THE LAKELAND REGIONAL HIGH SCHOOL ADMINISTRATORS' AND SUPERVISORS' ASSOCIATION, hereinafter called the "Association."

ARTICLE I RECOGNITION

A. Unit

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for full-time administrators and supervisors of instruction as listed below under contract now or hereafter employed by the Board, pursuant to the terms of this Agreement:

Administrators

- Principal
- Assistant Principal
- Guidance Director/Curriculum Coordinator

Supervisors of Instruction

- Supervisor of Art, Business, Technology Education, and Media
- Supervisor of Mathematics, Science, Family and Consumer Sciences
- Supervisor of English, Social Studies, and World Languages
- Director of Athletics and Supervisor of Physical Education, and Music
- Supervisor of Special Services

All other positions in the district shall be excluded from coverage by this agreement. Nothing in the above paragraphs precludes the Superintendent/Board of Education from reorganizing any of the above positions.

B. Definition of Administrator and Supervisor

Unless otherwise indicated, 1) the terms "administrator" and "supervisor" refer specifically to those personnel as defined in Paragraph A; and the term "member" when used in this agreement, shall refer to all administrative and supervisory certified personnel under contract represented by the Association as defined in Paragraph A and the masculine gender as used herein shall be deemed to refer to the feminine gender whenever applicable.

C. Administrative Reorganization

The Superintendent shall request the advice of the Association before presenting a recommendation to the Board for the creation, change, or abolishment of any position covered by this Agreement.

The Superintendent shall request the advice of the Association before implementing a new administrative organization or before abolishing an existing structure at either the district or building level.

ARTICLE II
NEGOTIATION PROCEDURE

A. Negotiation of Successor Agreements

The parties hereby agree to enter, in good faith, into collective bargaining negotiations pertaining to a successor agreement in accordance with the Employer-Employee Relations Act, 1968, as amended by Chapter 123, Public Laws, 1974, in order to reach agreement on all matters of terms and conditions of member employment. Such negotiations shall begin on or about October 1st of 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 hereto.

**ARTICLE III
GRIEVANCE PROCEDURE**

A. Definitions

1. Grievance

- a. A grievance is a claim based upon the interpretation, application, or violation of this agreement and the policies and administrative decisions relating to the specific provisions of this Agreement affecting the terms and conditions of employment of a member or a group of members, filed by a member, or filed by the Association, with the name of the aggrieved, or on whose behalf the Association is grieving, being submitted at all levels.
- b. A grievance is a claim based upon the interpretation, application or violation of policies and administrative decisions not specified in this Agreement, affecting a member or a group of members, filed by a member or filed by the Association, with the name of the aggrieved, or on whose behalf the Association is grieving, being submitted at all levels.

2. Aggrieved Person

Any member of the Unit or the Association acting for and on behalf of a member of the Unit who or which shall file a grievance as hereinabove defined shall be known as an "aggrieved person" for all purposes of this article.

3. Party in Interest

The term "party in interest" shall be deemed to include the person or persons making the grievance and any person, including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the grievance.

4. Days

The word "days" as used herein, shall be deemed to mean and include days on which members work.

B. Grievance Submissions

1. Grievance Under Article III, A.1. a

Any member of the Unit who has a grievance as defined in Article III, A.1.a shall first discuss it with the Superintendent within twenty (20) days of its occurrence in an attempt to resolve the grievance.

If, within a period of five (5) days of the submission of a grievance the matter is not resolved by discussion, the member of the Unit hereinafter called "Member" shall submit his grievance in writing to the Superintendent, who shall within an additional period of five (5) days thereafter notify the Member in writing of his decision.

In the event the Member is not in agreement with the decision of the Superintendent, such Member may, within ten (10) days after receipt of the Superintendent's decision, file a written

appeal with the Board. The Board, or a Committee of the Board may grant the aggrieved Member a hearing and render a decision within twenty (20) days of receipt of such request.

If the aggrieved person is not satisfied with the disposition of his grievance by the Board, or if no decision has been rendered within twenty (20) days of receipt of such request, he may, within five (5) days request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) days after receipt of a request by the aggrieved person with a copy provided to the Board of Education.

Within ten (10) days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, either party may make a request for a list of arbitrators to the Public Employment Relations Commission. Said requests shall be made within five (5) days. The rules and procedures of the Public Employment Relations Commission shall then bind the parties. The Arbitrators decision shall be in writing and shall be submitted to the Board and the Association and shall be advisory only.

The costs for the services of the Arbitrator, including per diem expenses, if any, and 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 the same.

The arbitrator selected shall consider only the issue or issues submitted to him and shall have no authority to add or to subtract from the specific terms of the collective bargaining agreement.

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.

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the Superintendent and the Association. They shall be distributed appropriately to facilitate implementation of the grievance procedure.

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.

At any and all of the hearings and during any and all of the steps hereinabove outlined, the Member shall have the right to be represented by a person or persons of his own choosing.

2. Grievances Under Article III, A.1. b

Any member of the Unit who has a grievance as defined in Article III, A.1. b which are grievances regarding policies and administrative decisions not specified in this Agreement effecting terms and conditions of employment shall first discuss it with the Superintendent within twenty (20) days of its occurrence in an attempt to resolve the grievance.

If, within a period of five (5) days of submission of a grievance the matter is not resolved by discussion, the Member of the Unit (hereinafter called "Member") shall submit his grievance in writing to the Superintendent, who shall, within an additional period of five (5) days thereafter, notify the Member in writing of his decision.

In the event the Member is not in agreement with the decision of the Superintendent, such Member may, within ten (10) days after receipt of the Superintendent decision, file a written appeal with the Board, and notify the Superintendent of the appeal.

The Member of the Association and the Superintendent shall submit written memorandum to the Board stating their positions relative to the grievance. The Board shall hold discussion of the grievance and the memoranda, with a quorum of the Board members present.

After such discussion, if three (3) members present agree that the grievance has merit, the Board shall grant the aggrieved Member a hearing and render a decision within twenty (20) days of receipt of such appeal.

At any and all of the hearings and during any and all of the steps hereinabove outlined, a Member shall have the right to be represented by a person or persons of his own choosing.

Any decision by the Board shall be considered final and binding upon all parties unless the same be set aside by the Commissioner of Education, the State Board of Education or any court of competent jurisdiction of the State of New Jersey.

ARTICLE IV
NON-RENEWAL OF CONTRACT FOR NON-TENURED MEMBERS

In the event the Board determines not to renew the contract of a non-tenured member, that member may, within twenty (20) days of notification of such determination, request from the Board a statement of its reasons for non-renewal of his contract. The Board shall, within ten (10) days after its receipt of such request, notify the member in writing of its reasons for non-renewal.

Such non-tenured member may, within five (5) days after the receipt by him of the Board's reasons for non-renewal, request an informal appearance before the Board to discuss the matter. The Board, as soon as reasonably possible thereafter, shall fix a date for such an informal appearance. Within fifteen (15) days following the informal appearance, the Board shall notify the member whether or not it has reconsidered its decision not to renew the contract. The Board's refusal to renew such member's contract shall not be considered a grievance under this Agreement or subject to the Grievance Procedure under Article III hereof.

ARTICLE V WORK YEAR

A. Work Year

The work year is defined as July 1 to June 30. As of July 1, 1994, all Members shall be twelve-month employees and shall be entitled to 223 vacation days during the summer, and the traditional winter and spring school closings as long as school is closed.

1. Whenever it is not possible to take vacation time at the usually scheduled periods because of school business, such time may be utilized during the school year at time mutually agreed upon by the Member and the Superintendent or his authorized representative.
2. Unused vacation time of up to five (5) days may be carried over to the subsequent year if it is recommended by the Superintendent or his authorized representative and approved by the Board of Education. Vacation days as granted herein shall not accumulate beyond a one-year carryover.
3. All vacation days are available July 1 of each contract year.
4. All Members shall be entitled to three (3) days during the February mid-winter recess to be held in lieu of Washington's Birthday, Lincoln's Birthday and Veteran's Day.
5. New Administrators/Supervisors hired after 7/1/96 will be credited with 23 vacation days on July 1 of the year following their date of employment.

B. Inclement Weather and Similar Emergency

Member attendance shall not be required whenever student attendance is not required due to inclement weather, or conditions which require the complete shut-down of the school.

C. Court Appearance

Compensatory time shall be granted to Administrators and Supervisors who make court appearances after normal school hours on behalf of the school district.

B. Longevity

Members shall be additionally compensated for longevity at Lakeland Regional High School District. Commencing with the eleventh (11) continuous year at Lakeland Regional High School, a member's salary shall be increased by the amount stated in the table below. Said amounts shall become part of the member's contractual salary and shall continue for each successive year of employment at Lakeland Regional High School.

**ADMINISTRATORS AND SUPERVISORS
LONGEVITY COMPENSATION**

| After: | | | |
|-----------------|----------------|----------------|----------------|
| | 2002-03 | 2003-04 | 2004-05 |
| 10 years | 1300 | 1500 | 2000 |
| 15 years | 1800 | 2000 | 2500 |
| 20 years | 3500 | 3600 | 3800 |
| 25 years | 4200 | 4250 | 4300 |
| 30 years | 8150 | 8175 | 8175 |

C. The value of one work day shall be calculated as 1/240 of the employee's contracted pensionable salary.

**ARTICLE VII
SICK LEAVE**

A. Definition

Sick leave is defined to mean the absence from post or duty of any member because of personal disability due to illness or injury, or because the member has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in the member's household.

B. All members shall be allowed sick leave with full pay for twelve (12) school days per year.

C. Compensation for Accumulated Sick Days

1. Any member who has been employed by Lakeland Regional High School for at least ten (10) consecutive years immediately preceding retirement shall receive compensation for accumulated sick days as indicated.

Administrators - \$70 per day to a maximum of 125 days

Supervisors - \$60 per day to a maximum of 125 days

2. Members shall not be eligible for benefits granted under this provision if they are vesting (Taking a Deferred Retirement) in accordance with the provisions of N.J.S.A. 18A:66-36.

**ARTICLE VIII
TEMPORARY LEAVES OF ABSENCE**

A. Personal Leave

The Board and the Association agree that each Administrator shall be entitled to leave with pay during each school year for four (4) days leave for personal reasons with Superintendent of Schools' approval, provided that personal days are not taken for the purpose of seeking other employment.

The Board and the Association agree that each Supervisor shall be entitled to leave with pay during each school year for three (3) days leave for personal reasons with Superintendent of Schools' approval, provided that personal days are not taken for the purpose of seeking other employment.

Up to two (2) unused employee personal days each year will be added to accumulated days of unused sick leave as defined in Article VII of this document.

B. Leave in Cases of Death, Critical Illness, or Childbirth

1. In the case of absence of any member because of the death of a member of his immediate family or a relative who, immediately prior to his death or last illness lived in the household of the member, full salary of a member shall be paid for a period not to exceed five (5) school days, consecutively or as designated by the employee and in connection with the settlement of an estate or provision for survivors of the deceased. If the absence continues for a longer period, the matter shall be referred to the Board to determine whether or not the member's salary should be paid for any additional days. The term "Immediate Family" as used in this paragraph shall be deemed to include spouse, siblings, and parents, grandparents, children and grandchildren of either spouse. In the cases of aunt, uncle, niece, nephew, full salary shall be paid for a period not to exceed two (2) days.
2. In the case of absence of any member because of the critical illness of a member of his "immediate family", the provisions of (paragraph 1) above apply.
3. In the case of absence of any member because of major surgery to an "immediate family" member requiring the presence of the member, the member will be permitted to use one of the above mentioned (paragraph 2) critical illness days.
4. In cases of childbirth, the marital partner shall be permitted no more than two (2) days leave.

**ARTICLE IX
EXTENDED LEAVES OF ABSENCE**

A. Maternity/Paternity Leave

Any employee may be granted a maternity/paternity leave of absence without pay. The duration of such leave of absence shall be determined on an individual basis, but in no case shall it exceed twenty-four (24) months and in every case it shall terminate on the July 1st which is within such twenty-four month period. The member on leave must inform the Superintendent of their intention to return to work or to resign from their position no later than the April 1st preceding the expiration of the leave of absence. In the case where both husband and wife are employed by the Lakeland Regional High School District, either the husband or the wife may be granted a Maternity/Paternity leave.

B. Adoption

Any member adopting an infant child shall be entitled to receive a leave of absence which shall commence at the de facto custody of said infant, or earlier, as necessary to fulfill the requirements of adoption. The duration and terms of such leave shall be the same as Article IX.A, Maternity/Paternity Leave.

C. Illness in Family

A leave of absence without pay for a period of one (1) year shall be granted to a tenured employee for the purpose of caring for a sick member of his family. Additional leave without pay may be granted at the discretion of the Board. A non-tenured employee may be granted a leave if recommended by the Superintendent and approved by the Board.

D. Return from Leave

Any and all benefits to which a Member was entitled at the time of the commencement of a leave of absence, including unused sick leave, shall be restored to him upon his return, and he shall, if reasonably possible, be reassigned to the same position which he held at the time said leave commenced.

The return of the member to the school system shall not be restricted to a return to the same position, service or assignment when circumstances prevent the Member's acting in such capacity because of the nature of the leave.

ARTICLE X
PROTECTION OF MEMBERS, STUDENTS AND PROPERTY

A. Unsafe and Hazardous Conditions

Members shall not be required to work under unsafe or hazardous conditions or to perform tasks, which would or could endanger their health or safety.

B. Assault

1. Legal Assistance

The Board shall, provided the member has not violated any State or Federal Law, give full legal support and assistance for any unprovoked assault upon the Member while acting in the discharge of his duties.

2. Leave

If and when absence arises as a result of any assault upon, or injury to, a member, he shall be entitled to full salary and benefits for one calendar year. Any weekly Workmen's Compensation recovery shall be returned to the District, Source: 18A:30-2.1.

3. Reimbursement for Personal Property Damage

The Board shall reimburse members for the reasonable cost of any clothing or personal property damaged or destroyed as suffered by a Member while acting within the scope of his employment and in the discharge of his duties.

**ARTICLE XI
INSURANCE PROTECTION**

A. Full Health Coverage

The Board shall provide for each member, and where appropriate, for family coverage, medical, surgical and Major Medical benefits through the New Jersey State Health Benefits Program with the following exception: Should the benefit provider change during the life of this contract, all active members will receive benefits equal to the New Jersey State Health Benefits Program.

Any individual hired from outside the district after the date of the benefit provider change will receive the appropriate single or family Point of Service (POS) Benefit Program with the full premium paid by the Board. Those individuals will be eligible to procure any upgrade available by paying the difference between the POS coverage provided by the Board and the total cost of the upgrade option.

B. Dental Coverage

The Board shall pay full premium for coverage of the Employee in the current dental plan.

Should the Board chose to change Dental Insurance provider during the contract, a equal plan will be provided.

Members may elect a Family Dental Plan. The Board will share the cost of this plan only to the extent of Employee Only coverage. All additional coverage will be paid by the employee.

The details and provisions of both dental plans will be kept in the office of the Board of Education.

C. Each member is entitled to a comprehensive physical examination each year. The Board shall pay the difference between the charges and the insurance coverage.

ARTICLE XII BOARD RIGHTS

A. Powers Vested by Law

The Board shall possess and exercise all responsibilities, powers, rights and authority expressly or inherently vested in it by the laws of the Constitution of New Jersey and the United States.

B. Jurisdiction

The Board reserves itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this agreement and in accordance with the applicable laws and regulations: (a) to direct employees of the school district; (b) to hire, promote, transfer, assign, and retain employees in positions in the school district and to suspend, demote, discharge or take other disciplinary action against its employees in accordance with the law; (c) to reduce the number of employees from duty because of lack of work or for reasons of economy or for other legitimate reasons as permitted by law; (d) to maintain efficiency of the school district operations entrusted to it; (e) to determine the methods, means and personnel by which said operations are to be maintained, and (f) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

C. Rules

The Board retains the right to establish and enforce reasonable rules and personnel policies relating to the duties and responsibilities of the Members and their working conditions which are not inconsistent with any of the provisions of this Agreement.

ARTICLE XIII
PROFESSIONAL DEVELOPMENT

- A. With prior approval by the Superintendent of Schools, Administrator shall receive reimbursement for expenditures for professional advancement and improvement. This reimbursement shall not exceed \$3000 per member per year. This may be used for the following:

With prior approval by the Superintendent of Schools, a Supervisor may receive reimbursement for expenditures for professional advancement and improvement. This reimbursement shall not exceed \$2000 per member per year.

1. Expenses related to attendance at conferences, conventions, visitations, seminars and approved undergraduate and graduate courses.
 2. Membership dues for professional organizations other than N.J.P.S.A. and any other affiliated organizations that exist, in whole or in part, to bargain on behalf of the members.
 3. Professional books, periodicals, materials, and/or educational information services.
- B. If the Board requires a member to attend a meeting(s) or conference(s) in the district's interest, it shall pay the justified and reasonable expenses as reviewed by the Superintendent. Expenses incurred under paragraph B are separate from the benefits in paragraph A and are not to be construed as a contractual personal benefit.

ARTICLE XIV
COLLABORATIVE COMMITTEE

A. Purpose

The purpose of the Collaborative Committee is to promote cooperation, to establish and maintain positive relationships and to serve as a means of communication through which information and concerns may be transmitted between the Association and the Board. The meetings of this Collaborative Committee are not intended to bypass the grievance procedure or appropriate district communication channels.

B. The committee shall consist of six members:

1. Three (3) members of the Association
2. Three (3) members of the Board

C. Scheduling of Meetings

1. Meetings will be scheduled as needed.

Duration of Agreement

This agreement shall be and remain in effect from July 1, 2002 to and including June 30, 2005.

IN WITNESS THEREOF, THE ASSOCIATION has caused this Agreement to be signed by the President, attested by its Secretary, and their respective corporate seals to be hereunto affixed.

LAKELAND REGIONAL HIGH SCHOOL
BOARD OF EDUCATION

By: _____
President

Attest: _____
Secretary

LAKELAND REGIONAL HIGH SCHOOL
ADMINISTRATORS' AND SUPERVISORS' ASSOCIATION

By: _____
President

Attest: _____
Secretary