

AGREEMENT BETWEEN

LAKELAND EDUCATIONAL SECRETARIES ASSOCIATION, INC.

AND

THE BOARD OF EDUCATION OF THE
LAKELAND REGIONAL HIGH SCHOOL

JULY 1, 2006 – JUNE 30, 2009

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This agreement, made as of the 13th day of March, 2007 by and between:

The Board of Education of the Lakeland Regional High School District, a school district created under the laws of the State of New Jersey, comprising the Boroughs of Ringwood and Wanaque in the County of Passaic, party of the first part, hereinafter referred to as the “Board” and,

The Lakeland Educational Secretaries Association, Inc., party of the second part hereinafter referred to as the “Association”.

WITNESSETH:

In consideration of the mutual promises and undertakings herein contained, the parties hereto do hereby agree as follows:

ARTICLE I RECOGNITION

A. UNIT

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all secretarial personnel now or hereafter employed by the Board pursuant to the terms of this agreement, excluding the Superintendent's secretary and the Board Office secretaries.

B. DEFINITION OF SECRETARY

Unless otherwise indicated, the term Secretary when used in this agreement shall refer to all secretarial personnel represented by the Association (as defined in Paragraph A), and the feminine gender, as used herein, shall be deemed to refer to the masculine gender wherever applicable.

C. REPRESENTATION FEE

1. If a bargaining unit member does not become a member of the association effective September 1st of each year, or during the course of the year if he or she is a new employee, said unit member shall be required to pay a representation fee to the Association for that membership year. The purpose of the fee is to offset the cost of services rendered by the Association.
2. Prior to September 1st of each year, the Association will notify the Board in writing of the amount of the regular membership dues charged by the Association. The representation fee paid by non-members will be no greater than 85% of that amount.
3. If the representation fee is increased by law it will automatically be increased at the beginning of the next Association membership year.
4. Prior to September 1st, the treasurer of the Association shall submit to the Board Secretary a list of employees who have not become members. The Board will commence deducting the representation fee in the October paycheck and transit it to the Association.
5. If an employee terminates her employment or is terminated by the Board, it is agreed the total remaining portion of her representation fee shall be deducted from her final paycheck.

As near as possible, the process of collecting and distributing the representation fee shall follow the normal dues deduction process.
6. The Board agrees to advise each new applicant of her right to join the Association or to have a representation fee deducted from her check during the first 30 days of employment.
7. The Association is establishing and will maintain a demand and return system as required by N.J.S.A. 34:13A-5.6.
8. The Association agrees to indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of, any action taken or not taken by the employer in conformance with this provision.

ARTICLE II NEGOTIATION PROCEDURE

A. NEGOTIATION OF SUCCESSOR AGREEMENTS

1. 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 Secretarial employment, such negotiations shall begin not later than October 1st of the calendar year preceding the calendar year in which the agreement expires. Any agreement so negotiated shall apply to all Secretaries in the unit, be reduced to writing, and executed and delivered to each of the parties thereto to the other.
2. Negotiations shall be held on such days as may be agreed upon between the parties and each negotiation session shall, unless otherwise agreed, end no later than 11:00 PM on any day preceding a school or working day.
3. If any provision of this agreement or any application of this agreement to any person or persons in the unit 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.
4. 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.

B. AVAILABILITY OF DATA

During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall make available to the Association, for its inspection, all records required by law. The GAAP line budget shall be made available to the Association by the Board after such Budget has been published.

C. EXCLUSIVE SELECTION OF REPRESENTATIVES

Neither party hereto shall have any control over the selection of the negotiating representatives (hereinafter called "Negotiating Committee") of the other party.

D. ASSOCIATION'S EXCLUSIVE NEGOTIATING RIGHTS

The Board shall not negotiate concerning any person belonging to the unit (as defined in Article I) or with any organization other than the Association during the duration of this agreement.

**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 or filed by the Association with the name of the aggrieved, or on whose behalf of 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 Secretary or a group of Secretaries, filed by a Secretary or filed by the Association, with the name of the aggrieved, or on whose behalf the Association is grieving, being submitted on all levels.

2. AGGRIEVED PERSON

An Aggrieved person is the Secretary, group of Secretaries, or the Association making the claim.

3. PARTIES IN INTEREST

The term “Parties in Interest” is the Secretary, or group of Secretaries, making the claim, and any person, including the Association or the Board, who might be required to take action, or against whom action might be taken, to resolve the claim.

4. DAYS

The work “days” as used herein, shall be deemed to mean and include days on which Secretaries are required to work.

B. GRIEVANCE SUBMISSION

- 1a. Any Secretary(s) of the unit who has a grievance as defined in Article III, A.1.a, regarding the interpretation, application or violation of this agreement, above, shall first discuss it with the immediate supervisor with the objective of resolving the matter informally.
- b. If, within a period of five (5) days of the submission of a grievance, the matter is not resolved by discussion, the secretary shall submit the grievance in writing to the Principal who shall, within an additional period of five (5) days thereafter, notify the secretary, in writing of his decision.

- c. If the Secretary objects to the opinion rendered by the Principal, she may, within five (5) days after receipt of the Principal's written decision, appeal the same to the Superintendent. Such appeal shall be in writing and shall set forth the grounds upon which the objection is based. A copy of any such appeal shall be promptly submitted to the Principal.
- d. Within a period of ten (10) days from the filing of the appeal with the Superintendent, he shall grant the Secretary a hearing and shall submit his decision in writing, with supporting reasons, to the Secretary and shall forthwith deliver a copy of such decision to the Principal.
- e. In the event the Secretary is not in agreement with the decision of the Superintendent, such Secretary may, within ten (10) days after receipt of the Superintendent's decision file a written appeal with the Board committee. The committee may grant the aggrieved Secretary a hearing and render a decision within twenty (20) days after the receipt of such request.
- f. If the aggrieved Secretary is not satisfied with the disposition of her grievance by the Board Committee or if no decision has been rendered within twenty (20) days of receipt of such request, she 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 Secretary.
- g. 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, a request for a list of arbitrators may be made to PERC (Public Employment Relations Commission) by either party. The parties shall then be bound by the rules and procedures of PERC (Public Employment Relations Commission).
- h. In the event that the arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator selected in accordance with the provisions of this article. The arbitrator's decision shall be in writing and shall be submitted to the Board and the Association and shall be advisory only.
- i. The cost 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.
- j. 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.
- k. 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 and given appropriate distribution so as to facilitate operation of the grievance procedure. All meetings and hearings under this procedure shall be conducted in executive session at a public meeting and shall include such parties in interest and their designated or selected representatives, heretofore referred to in this article.

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

- 2a. Any Secretary of the unit who may have a grievance regarding policies and administrative decisions not based upon the application or violation of this written agreement as defined in Article III A,1. (b) shall first discuss such grievance with her immediate supervisor.
- b. If unable to resolve the grievance at this level the unit member shall, within five (5) days, put in writing such grievance and submit it to the Superintendent. The Superintendent shall have five (5) days to investigate and reply to the unit member in writing.
- c. In the event the Secretary is not in agreement with the decision of the Superintendent, such Secretary may, within ten (10) days after receipt of the Superintendent's decision, file a written appeal to the Board and must notify the Superintendent of the appeal.
- d. The Secretary(s) or the Association shall submit written memoranda to the Board stating their position relative to the grievance.
- e. Discussion of the grievance and the memoranda shall be held by the Board, with a quorum of the Board members present. After such discussion, if a minimum of three (3) Board members present agree that the grievance has merit, the Board shall grant the aggrieved secretary(s) a hearing and render a decision within twenty (20) days of receipt of such appeal.
- f. At any and all of the hearings and during any and all of the steps hereinabove outlined, the Secretary shall have the right to be represented by a person or persons of her own choosing.
- g. 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, State Board of Education or any court of competent jurisdiction.

**ARTICLE IV
ASSOCIATION RIGHTS AND PRIVILEGES**

A. STATUTORY SAVINGS CLAUSE

Nothing herein contained shall be construed to deny or restrict to Secretary such rights as she may have under New Jersey School Laws or other applicable laws and regulations.

B. REQUIRED MEETINGS AND HEARINGS

Whenever any Secretary is required to appear before the Board or any member or committee thereof or before any administrator or Supervisor, or the representative or duly authorized agent of any of them concerning any matter which could or might adversely affect the continuation of the Secretary in her office, position or employment, or the salary or any increments pertaining hereto, such Secretary shall be given written notice not less than three (3) school days before the time of the proposed appearance, of the reasons for such meeting or interview and she shall be entitled to have a person or persons of her choice present at such meeting or interview to represent and advise her.

C. NON-RENEWAL OF CONTRACT FOR NON-TENURED SECRETARIES

1. If the Board determines not to renew a contract of a non-tenured Secretary, the Secretary may, within ten (10) days of notification of such determination, request from the Board a statement of its reasons for non-renewal of her contract. The Board shall within ten (10) days after its receipt of such request, notify the Secretary in writing of its reasons for non-renewal.
2. Such non-tenured Secretary may, within five (5) days after the receipt by her of the Board's reasons for non-renewal, request an informal hearing before the Board to discuss the matter. A date for such informal hearing shall be fixed by the Board as soon as reasonably possible thereafter. Within fifteen (15) days following the informal hearing, the Board shall notify the Secretary whether or not it has reconsidered its decision not to renew her contract. The Board's refusal to renew such Secretary's contract shall not be considered a grievance under this agreement or subject to the grievance procedure under Article III hereof.

D. ADDITIONAL PRIVILEGES

1. No religious or political activities of any Secretary shall be grounds for discipline or discrimination with respect to the professional employment of such Secretary, provided however, that any such activities do not violate any local, state, or federal law or affect the Secretary's responsibilities as an employee of the Lakeland Regional High School District.
2. The Association shall have the privilege to schedule meetings within school building(s) during lunch hour, after work, or at other times, providing same does not interfere with or interrupt the normal operation of the school. Prior notice shall be given by the Association, in reasonable time, to the Principal of the school building.

3. The Board agrees that the President of the Association may meet with the Superintendent from time to time as required, for the purpose of discussing and suggesting improvements in services of the Secretaries and eliminating causes leading to complaints and grievances. This procedure is not intended to bypass the grievance procedure.

**ARTICLE V
SECRETARY WORK YEAR**

A. WORK YEAR

The Secretaries shall be required to work ten or twelve months per year as defined in their contract. Ten month employees work September 1 through June 30. Twelve month employees work July 1 through June 30.

B. HOLIDAYS PER YEAR

Secretaries shall be entitled to holidays consistent with the official school calendar plus Independence Day. Copies of the calendar will be available to the President of the Lakeland Educational Secretaries Association, Inc. within one week of approval by the Board of Education.

C. VACATION SCHEDULE

1. Vacation eligibility shall be determined as of July 1 of each year.
2. Vacation days shall be subject to the approval of the secretaries immediate Supervisor and the Superintendent.
3. Vacations shall normally be taken between the time that school closes in June and reopens in September. However, a portion of a Secretary's vacation may be taken during the school year, with the approval of the Superintendent.
4. Secretaries shall be eligible for vacations on the following basis:
 - a. First year personnel: One (1) working day for each full month of service up to a maximum of ten (10) days.
 - b. One (1) year or over: Ten (10) working days.
 - c. After seven (7) years of employment: Fifteen (15) working days.
 - d. Ten (10) month employees are not eligible for any vacation time other than the holidays consistent with the official school calendar.
5. Previously agreed upon vacation request forms will be completed and returned to the secretary's immediate supervisor by June 1 of each year. Choice of vacations, when a conflict occurs, shall be based on seniority.

ARTICLE VI
SECRETARIAL EMPLOYMENT

A. NOTIFICATION

A Secretary shall be notified of their contract and salary status for the ensuing year no later than *May 15th* of the current school year.

**ARTICLE VII
SECRETARY HOURS AND WORK LOAD**

A. DAILY WORK HOURS - SCHOOL IN SESSION

1. The work day for Secretaries, when school is in session, shall be no more than seven (7) hours and fifteen (15) minutes, exclusive of a lunch period, or thirty-six and one quarter hours per week (36 1/4).
2. Lunch Periods - Secretaries shall have a daily duty-free lunch period of forty-five (45) consecutive minutes.
3. Secretaries shall have one (1) daily fifteen (15) minute break each day.

B. DAILY WORK HOURS - SCHOOL NOT IN SESSION

1. The work day for Secretaries when school is not in session shall be no more than six (6) hours and fifteen (15) minutes, exclusive of a lunch period.
2. Secretaries shall have a daily duty-free lunch period of forty-five (45) consecutive minutes.
3. Secretaries shall have one (1) daily fifteen (15) minute break each day.

C. OVERTIME

For service rendered between thirty-six and one quarter hours (36 1/4) and forty (40) hours per week, the Secretaries shall receive straight time. Overtime will be paid at the rate of one and one-half (1½) times the regular hourly rate for all hours over forty (40) in any one week.

D. SNOW DAYS

When there is a declared snow day, Secretaries will not be required to work. There will be no loss of compensation in any form attached to this clause. On days of delayed opening due to inclement weather, secretaries will report to work at the appropriate later time, as per the determined delayed opening schedule for that school year.

**ARTICLE VIII
SALARIES**

A. SECRETARY SALARIES

For 2006-2007: 4.5% of the 2005-2006 base

For 2007-2008: 4.5% of the 2006-2007 base

For 2008-2009: 4.5% of the 2007-2008 base

12-Month Guide:

Step	2005-2006	2006-2007	2007-2008	2008-2009
1	\$28,931			
2	\$29,000	\$30,598		
3	\$29,914	\$30,598	\$32,218	
4	\$31,261		\$32,218	\$33,893
5	\$31,881	\$32,599		\$33,893
6	\$32,405	\$33,593	\$34,359	
7	\$33,405		\$35,398	\$36,154
8	\$34,405			\$37,278
9	\$35,405			
10	\$35,758	\$37,603		
11	\$36,142		\$39,688	
12	\$37,142			\$41,928
13	\$38,142			
14	\$39,142			
15	\$40,142			
16	\$41,428	\$42,628	\$43,928	\$45,353

10-Month Guide:

Step	2005-2006	2006-2007	2007-2008	2008-2009
1				
2				
3	\$24,928			
4		\$26,219		
5			\$27,606	
6				\$29,031
7				
8				
9				
10	\$29,798			
11		\$31,294		
12			\$33,031	
13				\$34,697
14				
15	\$33,452			
16		\$34,802	\$35,977	\$37,214

**ARTICLE IX
REASSIGNMENTS**

A. POSTING OF VACANCIES

1. As Secretarial positions (vacancies, new, etc.) become known to the Administration during the school year, the Superintendent shall notify all Secretaries by posting notice thereof by the Sign-In Boards and an additional copy given to the Lakeland Educational Secretaries Association President.
2. The minimum qualifications for the position, its duties and the salary range shall be clearly set forth in such notice.

B. APPLICATION TO FILL VACANCY

1. Secretaries who desire to apply for any such vacancy shall submit their applications in writing to the Superintendent within the time limit specified in the notice posted by the Superintendent, and the Superintendent shall acknowledge receipt of all such applications, in writing, within five (5) days of his receipt thereof.
2. All Secretaries shall be given adequate opportunity to make application and no position shall be filled until all properly submitted applications have been considered. An application must be submitted on the form prescribed by the Board. The Board shall give due consideration to the professional background and experience of all applicants and other relevant factors and shall render its decision for appointment based on all such criteria.

ARTICLE X
SECRETARIAL PERSONNEL RECORDS

A. FILE

A Secretary shall have the right, by appointment, upon request, to review the contents of her personnel file and to photocopy any documents contained therein.

A Secretary shall be entitled to have a representative of the Association accompany her during any such review.

B. DEROGATORY MATERIAL

No materials regarding a Secretary's conduct, service, character, or personality shall be placed in her personnel file unless she has had the opportunity to review such material by affixing her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The Secretary shall also have the right to submit her written comments and such comments shall be reviewed by the Superintendent or his designee and attached to the file copy. If a Secretary refuses to affix her signature, a notation of such refusal shall be noted on the copy and it shall be placed in the Secretary's file.

C. NO SEPARATE FILE

Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate file which is not available for the Secretary's inspection.

ARTICLE XI
SICK LEAVE

- A. Secretaries shall be allowed sick leave with full pay in any school year as follows: ten (10) sick days for ten-month employees and twelve (12) sick days for twelve-month employees.) Unused sick days shall be accumulated as per N.J.S.A. 18a:30-3, accumulated sick leave.

- B. Any member who has been employed by Lakeland Regional High School for at least fifteen (15) years, with at least ten (10) consecutive years immediately preceding retirement, shall receive compensation for accumulated sick leave of \$35 per day to a maximum of 125 days. This shall be paid upon receipt by the Board of "Notice of Retirement Approval" from the PERS for Service, veteran or early retirement as defined in N.J.S.A. 18a:66-37, 44 & 71. Employees 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 XII
TEMPORARY LEAVES OF ABSENCE

A. PERSONAL LEAVE

Each employee shall be granted up to three (3) absences each year for personal leave days. Personal leave days may include medical, legal, family business, routine childbirth when a friend or relative is giving birth, death of a friend or relative other than immediate family, or personal emergency. Personal leave is not intended for extending a vacation (A vacation period is defined as any time when school is closed for a period of five (5) consecutive school days). If the use of a personal day is proven abused, the employee's salary for that day shall be returned to the Board of Education.

A written statement must be presented to the Principal at least two (2) days prior to the absence. In cases of emergency, a telephone call shall be made to the Superintendent's office prior to the absence.

Up to two (2) unused personal days may be turned into accumulated sick days at the end of each contract year.

B. GRANTING IN CASES OF CRITICAL ILLNESS OR DEATH

In the case of absence of any secretary because of a critical illness or death of a member of her immediate family, full salary shall be paid for a period not to exceed five (5) working days. The term "critical illness" as used in this paragraph shall be deemed as an illness that has the individual at risk of death, or surgery where the individual is placed under general anesthesia for surgery, not to include routine childbirth, dental or locally anesthetized procedures. The term "immediate family" as used in this paragraph shall be deemed to include: husband, wife, parents, children, brother, sister, grandparents, niece, nephew, grandchildren, mother/father/grandmother/grandfather-in-law, domestic partner, as well as that person's immediate family as indicated above.

Total leave granted under this clause shall not exceed ten (10) days per year.

C. DAY'S SALARY

A day's salary of a Secretary shall be 1/200 of her yearly salary for ten (10) months employment and 1/240 of her yearly salary for twelve (12) month employment.

D. GOOD CAUSE

Other leaves of absence with pay may be granted by the Board for good reason.

ARTICLE XIII
EXTENDED LEAVES OF ABSENCE

A. MATERNITY LEAVE

Any Secretary who is an expectant mother shall be granted a 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 twelve (12) months. Requests for an extension of maternity leave shall be at the discretion of the Board. The Secretary on leave must inform the Superintendent of her intention to return to work or to resign from her position no later than four (4) months preceding the expiration of the leave of absence.

B. ADOPTIONS

Any Secretary 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.

C. RETURN FROM LEAVE

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

**ARTICLE XIV
INSURANCE PROTECTION**

A. FULL HEALTH CARE COVERAGE

The Board shall provide for each member, and where appropriate, for family coverage, medical, surgical, and Major Medical Benefits through Horizon Blue Cross/Blue Shield with the following exception: Should the benefit provider change during the life of this contract, all active members will receive equal to or better than the plan in effect at the time of the change in health coverage.

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.

WAIVER OPT-OUT:

When a bargaining UNIT employee chooses to decline their current coverage, the Board will pay a stipend of 50% of the school year premium. Said employee shall complete the required forms acceptable to the Business Administrator and provide proof of other health insurance coverage by the date of the open enrollment deadline. The payments shall be split: the first year 50% employee, 50% Board and each proceeding year shall be 40% employee, 60% Board. The stipend would be paid in six (6) month intervals with the 1st six (6) month stipend paid upfront in the first pay check. The second and subsequent six (6) month interval payments would be paid at the end of the period, before June 30th and December 31st of each year.

Any person in the existing unit, wishing to change from the Traditional Plan to the Point of Service (POS) Plan, must sign up by the open enrollment deadline for the Point of Service (POS) Benefit Program coverage. The savings would be split as follows: a one time payment in the first year of 70% employee and 30% Board. This change shall remain for the balance of this contract. This stipend will be paid in the first month of the implementation of this clause.

The Board will adopt a Section 125 Plan effective August 15, 2006, for the protection and benefit of all employees and the Board of Education.

If an employee who declines coverage and takes the stipend has a life event where they lose health benefits, they can reenter the plan immediately, with the same level of benefits they had when they left the plan.

B. DENTAL COVERAGE

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

Employees may select, in addition to the above plan, a plan which affords family coverage benefits. 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 the employee and family dental plans will be kept in the office of the Board of Education.

C. DESCRIPTION TO SECRETARIES

1. The Board shall provide to each Secretary a description of the insurance coverage provided under this Article, including the conditions and limits of such coverage, as furnished by the plans listed in "A" and "B" of this Article.

ARTICLE XV
MISCELLANEOUS PROVISIONS

1. The Board of Education will pay for or provide any training or education required for a secretarial position provided the training is pre-approved by the immediate supervisor and approved by the Superintendent.
2. Professional Development and/or In-Service Training shall be offered to members of the bargaining unit. Notification of Professional Development and/or In-Service Training shall be given to all secretaries in a timely manner. Attendance at said Professional Development and/or In-Service Training is subject to the approval of the Administrator.
3. If any provision of this agreement is or shall be at any time contrary to law, then such provision shall be void and unenforceable; and, all other provisions of this agreement shall continue in effect for the duration of this agreement.

**ARTICLE XVI
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. 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 XVII
DURATION OF AGREEMENT**

1. This agreement shall be effective as of *July 1, 2006* and shall continue in effect until *June 30, 2009*, subject to the Associations rights to negotiate a successor agreement as provided in Article II, Section A. The within provisions shall continue in full force notwithstanding the termination of the within agreement, and until a new agreement is substituted for the within agreement.

2. In witness whereof, the Association has caused this agreement to be signed by its President and Secretary, and the Board has caused this agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed thereon all on the day and year first above written.

LAKELAND REGIONAL HIGH SCHOOL
BOARD OF EDUCATION

By: _____
President

Attest: _____
Secretary

THE LAKELAND EDUCATIONAL SECRETARIES
ASSOCIATION, INC.:

By: _____
President

Attest: _____
Secretary

cpagana
3/21/2007 4:00 PM