

**Employment Agreement**  
**Between the**  
**Lumberton Township Board of Education**  
**And the**  
**Association of Lumberton School Administrators**  
**2005-2008**



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## **ARTICLE I**

### **RECOGNITION**

#### **A. Membership**

The Board recognizes the Association of Lumberton School Administrators, hereinafter known as “the Association,” as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certified and non-certified personnel, whether under contract or on leave, employed by the Lumberton Township Board of Education, hereinafter known as “the Board,” including only:

Principals, Assistant Principals or Vice Principals, Assistant Principals/Athletic Directors, Coordinators, Directors, and Supervisors.

Excluded are:

Assistant Superintendent and Director of Educational Technology

#### **B. Definitions**

For purposes of clarity, terms crucial to the interpretation of this contract are listed below:

1. Employee - When used hereinafter in this Agreement, this term shall refer to all professional supervisory employees represented by the Association in the negotiating unit as defined above, and references to “males” shall include females.

## **ARTICLE II**

### **NEGOTIATION PROCEDURE**

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123 Public Law 1974 in a good-faith effort to reach agreement on matters concerning the terms and conditions of employees’ employment. Such negotiations shall begin no later than November 15<sup>th</sup> of the academic year in which this Agreement expires. Any agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Board and the Association and be adopted by the Board.

B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter proposals.

C. Neither party in any negotiations shall have 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 as is allowed under Title 18A of the Statutes of New Jersey.

#### D. Negotiations Procedures

1. Representatives of the Board and the Association's negotiating committee shall meet at the request of either party for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. Each party shall submit to the other, at least four days prior to the meeting, an agenda covering matters they wish to discuss. These meetings are not intended to bypass the grievance procedure.

2. All meetings between the parties shall be regularly scheduled, whenever possible to take place when the employees involved are free from assigned administrative responsibilities, unless otherwise agreed.

3. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be ratified by the Board and Association, and be signed by the authorized representative of the Board and the Association.

4. Copies of the adopted Agreement shall be distributed after ratification to each member of the Association within 90 days. The cost of printing and distributing the collective bargaining agreement will be shared equally between the Board and the Association of Lumberton School Administrators.

E. The Board or its representatives shall not negotiate with any other individual or organization relative to terms and conditions of employment concerning the employees covered by Article I of this Agreement other than the Association of Lumberton School Administrators for the duration of this Agreement.

F. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either of the parties at the time they negotiated or executed this Agreement.

G. 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**

##### A. Definitions/Conditions

1. A "Grievance" shall mean a complaint by an employee or the Association (1) that there has been as to him/her a violation, misinterpretation or inequitable application of any of the provisions of the Agreement. (Articles under Section 1 shall be binding on both parties by the arbitrator's decision.) or (2) that he/she has been treated unfairly or inequitably by reason of any act or condition which is contrary to established Board policy or administrative decision governing or affecting employees. (Articles under Section 2 shall be non-binding on both parties by the arbitrator's decision.) However, the term "Grievance" shall not apply to any matter which (a) a method of review is prescribed by law or State Board Rule having the force and effect of law, or (b) the Board of Education is without authority to act or (c) a complaint of a Non-tenured

employee which arises by reason of his/her not being re-employed. As used in this definition, the term “employee” shall mean also a group of employees having the same grievance.

2. An “aggrieved person” is the person or persons making the claim.

3. A “party in interest” is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

4. Person or persons making such claim must do so within ten business days of the alleged incident or within ten business days of the time the affected party knew or should have known from the attendant circumstances that a potential grievance existed.

5. The parties agree that the attached Grievance Form shall be utilized in the filing of any complaint by a unit member.

## B. Procedure

### 1. Level One

(a) An employee with a grievance shall first discuss it with his/her immediate supervisor, with the objective of resolving the matter informally.

(b) If the aggrieved person is not satisfied with the result of discussion of his/her case at 1. (a) he/she may file a grievance in writing to the immediate supervisor within ten (10) business days. He/she must render a written decision within five (5) business days from receipt of the written grievance.

(c) If the Superintendent is the immediate supervisor in Level One, any appeal of the decision in Level One shall proceed to the Board as specified in B3 below.

### 2. Level Two

If the aggrieved person is not satisfied with the immediate supervisor’s decision at Level One (b), he/she may appeal in writing to the Superintendent within five (5) business days from the receipt of that decision. The Superintendent must render a written decision within five (5) business days. Also, the Superintendent shall be available for discussion within these same five (5) business days with the grievant.

### 3. Level Three

If the aggrieved person is not satisfied with the Superintendent’s decision, he/she may file a written appeal to the Board within fifteen (15) business days from the receipt of the Superintendent’s decision. The Board shall meet with the aggrieved and the Association Representative(s) within thirty (30) days. Notification to the Board shall be addressed to the Board Secretary. The Board shall render a written decision within ten (10) business days of the meeting.\*

\*Exceptions to time frames must be mutually agreed to by both parties. Exceptions of business

days shall be those days designated as paid holidays.

#### 4. Level Four

If the aggrieved is not satisfied with the decision of Level Three, within fifteen (15) business days from receipt of the Board's written decision, the grievant may request arbitration of the dispute, utilizing the Public Employment Relations Commission (PERC).\*

The cost of arbitration will be bore equally by both parties.

The Arbitrator shall not have the power to add to, or subtract from, or by any other means change the terms and conditions of this contract.

Copies of all written correspondence from either party shall be promptly forwarded to the Board Secretary.

If each party does not meet the contractual obligations of the time constraints, the grievance shall be considered null and void if the Association does not meet the requirements, or the grievance shall be granted to the aggrieved party if the requirements are not met by the Board.

It is understood that reasonable extension to the time requirements will be granted in the event the Administration cannot provide a timely response due to the absence of applicable administrators.

\*Exceptions to time frames at Level Three and Four must be mutually agreed to by both parties. Days designated as paid holidays shall not be deemed business days.

**GRIEVANCE FORM**

**Name of Grievant:** \_\_\_\_\_ **Date Filed:** \_\_\_\_\_

Level: Immediate Supervisor

Date Received by Immediate Supervisor: \_\_\_\_\_

Statement of Grievance:

Relief Sought:

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

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Level: Superintendent

Date Received by Superintendent: \_\_\_\_\_

Disposition of Superintendent:

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Level: Board of Education

Association of Lumberton School Administrators:

Date submitted to Board of Education: \_\_\_\_\_

Disposition of Board of Education:

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Level: Arbitration

Date Submitted: \_\_\_\_\_

## **ARTICLE IV**

### **EMPLOYEE RIGHTS/PERSONNEL RECORDS**

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

#### **B. Personnel Files**

1. Upon twenty-four (24) hours written request to the Superintendent, an employee shall have the right to review the contents of his/her personnel files. The employee shall be entitled to be accompanied by a representative of the Association of Lumberton School Administrators during such review.

2. No material shall be placed in personnel files unless the employee has had the opportunity to review same. The employee shall have the opportunity to submit a written rebuttal to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy, where such material is not removed from the employee's files.

The employee shall initial and date all documents to be placed in the personnel file. The employee's initials shall not mean agreement with the contents of the document, but that the contents of the document have been made known to the employee.

3. If upon examining his/her files the employee has reason to believe that there are inaccuracies in documents contained therein, the employee may submit a written memorandum to the Superintendent explaining the alleged inaccuracy. If the Superintendent concurs with the employee's contentions, the Superintendent shall either remove the faulty document or attach the employee's memorandum to the document in the file and note thereon the Superintendent's concurrence with the memorandum contents.

#### **C. Just Cause Provision**

No employee shall be disciplined, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure.

#### **D. Criticism of Supervisory Employees**

The parties recognize that public criticism rarely achieves beneficial results. Accordingly, both parties agree that criticism directed at an employee by the Board, the Superintendent, Assistant Superintendent and/or the Business Administrator should be made confidentially. Likewise, criticism directed to the Board, the Superintendent, Assistant Superintendent and/or Business Administrator by an employee should be made in confidence.

Members of the public that direct complaints or concerns to any party to this agreement regarding any other party to this agreement should be encouraged to place their concerns in writing. The written complaint or concern shall be shared with the party identified in the complaint. Any employee shall have the right to be represented by the Association or legal counsel at any meetings or conferences regarding any such complaint. Employees have the right to reply in

writing to any written complaint and to have their written reply attached to the complaint.

## **ARTICLE V**

### **ADMINISTRATIVE VACANCIES**

#### **A. Notice**

A notice of vacancy in an administrative position shall be posted and a copy shall be sent to the Association twenty (20) days before the final date when applications must be submitted.

#### **B. Implementation**

Any unit member holding proper certification that applies for such vacancy shall be extended the courtesy of an administrative interview.

## **ARTICLE VI**

### **WORK YEAR**

A. The work year for Principals, The Director of Facilities, The Child Study Team Director, and the Coordinator of Communications/Grant Writer shall be twelve (12) months.

1. The schedule of work for Principals and The Child Study Team Director follows the school calendar for teachers with holidays granted on the same basis as teachers except for the winter and spring recess when employees shall report to work at such time as may be designated by the Superintendent. Work during the summer is from Monday through Friday with Independence Day and Labor Day as granted holidays. In the event that Independence Day falls on a Saturday, the employee shall receive the preceding Friday as the holiday. In the event the holiday falls on a Sunday, the employee shall receive the following Monday as the holiday.

2. The schedule of work for the Director of Facilities follows the schedule for custodians with holidays granted on the same basis as support staff custodians. If the Director of Facilities must work on a holiday, he shall receive compensatory time.

3. The schedule of work for the Coordinator of Communications/Grant Writer shall be a (.8) position. The Coordinator of Communications/Grant Writer shall be entitled to the same holidays as listed in Article VI, A. 1., with the exception of receiving the days at (.8) prorated.

B. The work year for the Assistant Principal/Athletic Director is September 1<sup>st</sup> through June 30<sup>th</sup> plus fifteen (15) additional work days. The schedule of work is according to the teacher's calendar with fifteen (15) additional days as scheduled by the Principal of the Building where the Assistant Principal/Athletic Director is assigned and approved by the Superintendent.

## **ARTICLE VII**

### **VACATION**

#### **A. Time Allotted**

1. All twelve (12) month employees shall receive twenty (20) vacation days per contract year. Annual vacations for employees shall be taken within the contract year with the Superintendent's approval. Vacation time earned during one contract year shall be taken the following contract year. The Coordinator of Communications/Grant Writer shall receive twenty (20) vacation days at the (.8) allotment of this position's work day/work year as described in Article VI.

#### B. Separation from Service

Upon leaving the District, employees shall be entitled to payment for all accrued and unused vacation at the per diem rate of one (1) two hundred and fortieth (240<sup>th</sup>) times the current base rate of pay.

#### C. Death Benefits

In the event of the death of an administrator, payment due for unused vacation earned shall be made to the estate of the deceased administrator.

#### D. Vacation Carry-Over

Employees shall be entitled to carry over five (5) unused vacation days to the following fiscal year. These days must be used in that fiscal year.

### **ARTICLE VIII**

#### **PROFESSIONAL DEVELOPMENT AND IMPROVEMENT**

A. When pre-approved by the Superintendent, administrators shall receive full reimbursement for local and/or in-state conferences, seminars, workshops, etc.

B. When pre-approved by the Superintendent, administrators shall be reimbursed for tuition expenses at 75% with a cap of \$1,000 per annum per employee.

C. Administrators shall be reimbursed for one comprehensive membership to professional organizations plus membership in the Association of School Curriculum Development (ASCD) and/or one (1) additional membership with the Superintendent's approval. Reimbursement may be furnished for other organizations upon the Superintendent's recommendation.

D. A fund in the amount of \$3,200 per year shall be provided to permit attendance at a national conference that may require overnight attendance. Proposals will be submitted to the Superintendent. The Superintendent, based upon the present needs of the district, will determine attendance.

### **ARTICLE IX**

#### **TEMPORARY LEAVES OF ABSENCE**

Employees shall be entitled to the following leaves of absence with full pay during each

contract year:

A. Death in Immediate Family

A maximum of five (5) days per incident will be allowed for death in the immediate family. Immediate family shall consist of natural and step relatives including parent, child, spouse, brother, sister, grandchild, grandparents, spouse's parent, brother-in-law, sister-in-law, or person residing in the employee's house. This leave shall be non-accumulative.

B. Personal Days

1. Employees shall be entitled to four (4) personal days per year.

2. These days are to be requested at least four (4) days in advance, except in the case of an emergency.

3. Up to four (4) unused personal days per year shall accumulate as sick days and be added to the employee's accumulated sick days, if any.

C. Other leaves of absence with pay may be granted by the Superintendent, for good reason. If denied, a written request may be submitted to the Board of Education.

**ARTICLE X**

**EXTENDED LEAVE OF ABSENCE**

A. The Board of Education may consider paid or unpaid leave for reasons of personal illness and unusual family circumstances.

B. Leave shall be for a maximum of one (1) year from the effective date. Shorter leaves may be considered by the Board of Education.

C. Return from Leave

1. Certificated Personnel granted such leave will be returned to a position within the scope of their certificates.

2. Non-certificated employees granted such leave will be returned to equivalent positions subject to seniority rights.

**ARTICLE XI**

**DISABILITY/CHILD REARING LEAVE**

A. Disability Leave

1. Disability leaves of absence, including a disability leave related to pregnancy, shall be granted in accordance with existing law and appropriate rules and regulations issued by the

responsible agencies involved.

- a. In any case where it is known in advance that a disability leave will be necessary (such as in cases of advance notice of surgery or pregnancy), the employee shall notify the Superintendent sixty (60) days in advance of such leave date request to the Board. The employee shall specify in writing the disability/maternity leave and the date on which he/she wishes to return to work after cessation of disability or birth.
- b. The employee shall provide the Superintendent with a certificate from the treating physician supporting the anticipated leave dates. However, the Board reserves the right to have an independent medical evaluation at its expense whenever it deems such an evaluation appropriate.
- c. Where medical opinion is supportive of the leave dates requested, such requested leave shall be granted by the Board, except that the Board may change the requested dates upon a finding that the grant of leave for those dates would interfere with the normal administration of the school.
- d. To the extent that an employee has paid sick leave available, it will be used during the period of disability.

## B. Child-Rearing Leaves

- 1. In cases of natural birth, the employee may request an unpaid leave of absence to commence upon conclusion of the disability period related to the birth of the child. Such leave shall be requested in writing contemporaneously with the notice required under subparagraph a. of A. 1 above. Subject to law, the request shall be granted for a period ending with the work year following the birth of the child.
- 2. In cases of adoption of an infant child, the employee may request an unpaid leave of absence in writing as soon as placement approval is known, Subject to law, the request shall be granted for the same period as natural birth, with the leave commencing upon de facto possession of the child.
- 3. Employees are entitled to leave of one full contract year, in the year following the year in which the leave began. This unpaid leave shall count against leaves pursuant to any State or Federal statutory or regulatory requirements.
- 4. Subject to law, the employee shall bear the cost of any medical coverages in force and effect at the commencement of the leave. Failure to make the appropriate payments will result in the employee being dropped from the coverages.

## **ARTICLE XII**

### **SICK LEAVE**

- A. Twelve (12) days sick leave shall be allowed each year to all full-time employees. Sick leave days not utilized shall be accumulated for use in subsequent years. The status of unused sick leave

days shall be reported in written form to each employee not later than September 30 of each year.

Employees in a given year who use no (0) sick leave days shall be rewarded at the end of each school year with a \$300 perfect attendance honorarium. Vacation days and personal days will not to be used in the above calculation for perfect attendance.

#### B. Payment for Unused Sick Leave

1. Upon retirement from the district, as verified by the Teachers' Pension and Annuity Fund or Public Employees' Retirement System, an employee shall be eligible for payment for unused sick leave accumulated while employed in the district. This provision shall not apply in cases of deferred retirement under provisions of TPAF or PERS. To be eligible for payment in the year of retirement, an employee must notify the Board of Education in writing of his/her intention to retire on or before January 1 of the school year in which retirement is to occur.

2. Upon retirement from the district and from the Teachers' Pension and Annuity Fund (TPAF)/Public Employees' Retirement System (PERS), administrators who have attained ten (10) years or more experience in the district, shall be paid \$100.00 for each accumulated sick day. Payment shall be made within one (1) year of the retirement date.

3. Death Benefits - Following notification to the Board of the employee's intention to retire and prior to receipt of payment due under the provisions hereof in accordance with the criteria of this Article, in the event of the death of the employee, any payment due shall be made to the estate of the deceased employee.

### **ARTICLE XIII**

#### **INSURANCE PROTECTION**

##### A. Full Health Coverage

The Board agrees that, during the term hereof it will extend to the members of this unit the same health insurance benefit program and applicable fringe benefits as extended to other professional certificated employees.

The Board shall also provide reimbursement up to \$500 per school year to each employee for disability insurance. Employees shall provide an invoice for disability insurance and proof of payment thereof to the Board in order to be eligible for disability insurance reimbursement. Payment shall be made before June 30 of each year. Any disability insurance premium in excess of the \$500 reimbursement cap shall be the responsibility of the employee.

The Board shall publish to each employee at the beginning of each school year a description of the health care coverage provided under this Article. The description shall include an overview of the conditions and limits of coverage.

##### B. Insurance Coverage Waiver Plan

1. Employees that elect to waive the insurance coverage provided by subparagraph A.,

above shall be entitled to receive 30% of the applicable premium.

2. Payment shall be made on or before June 30 of the applicable school year.

3. Employees must waive coverage for a full year in order to be eligible for payment.

4. Employees that have initially waived coverage and then need to re-enroll in the district's insurance plan will be covered by the district at the next available enrollment period. It will be the employee's responsibility to notify the District's Board Secretary/Business Administrator of the pending loss in coverage due to a change in status relative to availability of comprehensive insurance coverage.

5. Should the employment status of such employee change, there shall be a pro-rata payment based upon the time elapsed in the plan. Should such separation of employment be due to death, the employee's estate shall receive the pro-rate payment.

## **ARTICLE XIV**

### **MISCELLANEOUS PROVISIONS**

#### **A. Use of Automobiles**

All members of the Association who may be required to use their own automobiles outside of the school district in the performance of their duties shall be reimbursed at the prevailing I.R.S. rate per mile and employees shall be reimbursed for parking and tolls.

#### **B. Payroll Deductions**

An employee may authorize the Board to make payroll deductions for Prudential Insurance Company contributions, Franklin National contributions, and ABCO Public Employee's Federal Credit Union.

#### **C. Released Time for Meetings**

Whenever any member of the Association is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay and/or benefits.

#### **D. Mentoring**

The Board will reimburse currently employed individuals that are promoted from within the district to supervisory positions within the district for up to 50% of the cost for required mentoring fees. The Board shall have no obligation for mentoring fees for individuals hired from outside the district.

#### **B. Reduction in Force**

If a unit member is bumped into a lower position provided said position is within the unit

due to reduction in force, the following shall occur:

1. If the existing salary is within the new range, the person shall remain frozen in salary for one year, then move as normal in subsequent years.
2. If the existing salary is above the negotiated range, the person shall remain frozen in salary until the range extends beyond the existing salary.

**ARTICLE XV**

**2005-2006 SALARY SCALE**

R. Ceccarelli	-	\$105,006
S. Dailey	-	\$ 87,230
J. Horan	-	\$ 95,835
P. Hutchinson	-	\$104,298
B. Kapulskey	-	\$ 58,511
I. McCleaf	-	\$ 71,537
R. Pedrick	-	\$ 78,794

**2006-2007 SALARY SCALE**

R. Ceccarelli	-	\$110,361
S. Dailey	-	\$ 91,679
J. Horan	-	\$100,723
P. Hutchinson	-	\$109,617
B. Kapulskey	-	\$ 61,495
I. McCleaf	-	\$ 75,185
R. Pedrick	-	\$ 82,812

**2007-2008 SALARY SCALE**

R. Ceccarelli	-	\$113,672
S. Dailey	-	\$ 94,429
J. Horan	-	\$103,745
P. Hutchinson	-	\$112,906
B. Kapulskey	-	\$ 63,340
I. McCleaf	-	\$ 77,441
R. Pedrick	-	\$ 85,296

**Article XVI**

**Legality of Agreement**

In the event that any portion of this contract shall be deemed to be in violation of the law, the remainder of the contract shall remain in full force and effect.

**ARTICLE XVII**

**DURATION OF AGREEMENT**

This agreement shall be effective as of July 1, 2005, and shall continue in effect until June 30, 2008, subject to the Association's right to negotiate over a successive agreement as provided in Article II subject to the New Jersey Employment Relations Act. This agreement shall not be extended orally and it is understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents and attested by their respective secretaries.

\_\_\_\_\_ Association

By: \_\_\_\_\_ President

By: \_\_\_\_\_ Secretary

Date: \_\_\_\_\_

\_\_\_\_\_ Board of Education

By: \_\_\_\_\_ President

By: \_\_\_\_\_ Secretary

Date: \_\_\_\_\_