

Agreement

between the

Board of Education
of the
Lenape Regional High
School District

and the

Lenape District
Principals' and Directors'
Association

July 1, 2017
through
June 30, 2021

TABLE OF CONTENTS

ARTICLE I	Recognition	3
ARTICLE II	Negotiations Procedure	4
ARTICLE III	Salaries.....	5
ARTICLE IV	Professional Improvement.....	6
ARTICLE V	Insurance Coverage.....	7
ARTICLE VI	Sick Leave.....	8
ARTICLE VII	Vacation.....	9
ARTICLE VIII	Personal Leave.....	10
ARTICLE IX	Professional Liability	11
ARTICLE X	Separability and Savings.....	12
ARTICLE XI	Miscellaneous Provisions.....	13
ARTICLE XII	Termination	14
ARTICLE XIII	Grievance Procedure.....	15
ARTICLE XIV	Duration of Agreement.....	16

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association, as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment as herein defined for all employees employed or to be employed by the Board. The reference to males when used in this Agreement, shall also apply to females. References in the singular shall apply in the plural as well.

- B. The term “employees” as used in this Agreement will convey benefits on the unit as a whole. Employees will consist of Principal, Director of Transition Program, Director of Special Services, District Child Study Team Supervisor, Director of Programs & Planning, Director of Curriculum & Instruction, District Assessment, Accountability and Planning Coordinator, Director of Technology, Director of Transportation, Director of Public Information, Director of Building and Grounds, Director of Capital Projects, Director of LDTV, District Security and Emergency Management Coordinator, District Surveillance Technician, Comptroller, Director of Business Services, Coordinator of Administrative Services, Custodial Supervisor, Warehouse Supervisor, Network Administrator, District Information Technology Coordinator, Computer Systems Analyst, Electrician, Head Mechanic, District Printer.

ARTICLE II

NEGOTIATIONS PROCEDURE

- A. Any Agreement negotiated by the parties shall apply to all employees in the unit, shall be reduced to writing, and, when approved by the appropriate resolution of the Association, and adopted by the appropriate resolution of the Board, shall be signed by the Association and the Board.
- B. This Agreement shall not be modified in whole or in part except by an instrument in writing duly executed by both parties.

ARTICLE III

SALARIES

- A. Salaries will be granted by the individual Memorandum of Understanding that will be covered as part of this agreement.
- B. Salaries for each contract year shall be set by the Board of Education no later than May 15 of the preceding contract year. These annual salary rates shall be paid to the employee in accordance with the schedule of salary payments in effect for certified employees. During the term of this agreement, the employee shall not be reduced in compensation and/or benefits.
- C. All checks will be distributed to employees via direct deposit and there will be no hard checks issued, as all employees will receive electronic pay stubs.

ARTICLE IV

PROFESSIONAL IMPROVEMENT

The Board encourages the continuing professional growth of the employee through his participation, as approved by the Superintendent, in the following:

- A. The operations, programs, and other activities conducted or sponsored by local, state, and national school administrator associations, school board associations, or other associations relating to the job responsibilities of the employee;
- B. Seminars and courses offered by public or private educational institutions;
- C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the employee to perform his professional responsibilities for the Board;
- D. Visits to other institutions; and
- E. Other activities promoting the professional growth of the employee. In its encouragement, the Board shall permit a reasonable amount of release time for the employee, as deemed appropriate by the Superintendent, to attend such matters and shall pay all necessary travel, registrations and sustenance expenses in accordance with Board policy.
- F. Membership Fees: The Board shall pay 100% of the employee's membership fees to professional/civic groups approved by the Superintendent which are deemed necessary to maintain and/or improve his professional skills.
- G. Tuition Reimbursement: The Board shall reimburse the employee for registration fees, tuition expenses, textbooks, and all other fees associated with undergraduate/graduate/doctoral school coursework. The employee shall follow approved District procedure in supplying the necessary documents when seeking reimbursement for expenses.

ARTICLE V

INSURANCE COVERAGE

- A. Medical Benefits: The Board shall provide the employee with individual and/or family coverage (as applicable) in the employee choice of plans as provided for by the Board of Education. Where spouses are both employees of the District, they must enroll as couple (or family) coverage. No duplication of coverage will be provided. There will be no rebate offered for those employees who decline coverage.
- B. Eligible members shall contribute toward their respective medical coverage premiums based on 28% of the cost of the selected plans.

An employee, though eligible, who declines coverage, thus electing not to participate in the District's medical plan, will not be subject to contributions.

- C. Should the Board choose an alternate health care provider during the term of this contract, the employee will be provided by the Board with a substantially equal plan.
- D. Dental Insurance: The Board shall provide the employee with a program of dental care as provided to those other District employees eligible for dental insurance.
- E. Prescription Insurance: The Board shall provide the employee with a prescription program providing full family coverage as provided to those other District employees eligible for prescription insurance.
- F. Upon the employee's retirement from the Lenape Regional High School District with at least 25 years of service to PERS and/or TPAF, or a disability retirement in accordance with PERS and/or TPAF regulations, plus 15 years of service in the Lenape District, the Board will provide coverage to the employee and his dependent family in the Board's dental plan at the Board's expense.

Unit members with a district hire date on or after July 1, 2003 who retire from the district with 30 years or more of service shall no longer be entitled to dental coverage. Such entitlement shall accrue to unit members and/or spouses.

Unit members who retire from the district with at least 20 years of service to the district may have the option of paying the full premium to participate in the District dental plan.

ARTICLE VI

SICK LEAVE

- A. The employee shall be granted twelve (12) days sick leave annually. The unused portion of such leave, at the end of the year shall be cumulative.
- B. Upon the employee's retirement or separation from service of at least 15 years with the Lenape Regional High School District the Board will pay for unused accumulated sick days in the following manner:

Sick days accumulated by the employee while he was employed by the district in the position of Assistant Principal shall be paid at the rate in effect for the Lenape District Administrators Association (LDAA). All remaining sick days which were accumulated as an employee covered by this Agreement will be paid as follows:

1-50	Days	50% of final year per diem rate
51-100	Days	75% of final year per diem rate
101-	Days	100% of final year per diem rate

- C. Sick Day payments at retirement will be paid by way of 403(b) post retirement contributions. These funds may be paid over a deferred period of up to four years.
- D. Should the employee die while in the employment of the Board, funds payable under this section will be paid to the employee's estate.

ARTICLE VII

VACATION

- A. Vacation: The employee shall be granted twenty (20) vacation days annually. The employee shall be permitted to take vacation days at any time, provided the vacation days are approved by the Superintendent. Vacation days may not be accrued from one year to the next except as approved by the Superintendent.

Up to ten (10) unused vacation days per year may be placed in a vacation bank by the employee. The total accrual of such bank shall not exceed forty (40) days. The employee, with the prior approval of the Superintendent, may utilize days placed in the vacation bank as regular vacation days during any contractual year.

- B. The Board shall pay the employee for all unused vacation days at the rate of 1/240 of the final year's salary upon retirement or separation from the District.

ARTICLE VIII

PERSONAL LEAVE

- A. Every employee will be granted personal leave in the amount described below without salary deductions.

- B. Personal Leaves are defined as and may be taken as follows:
 - 1. Three (3) days will be granted for unchallenged reasons. All of these days may be converted and placed into the employee's accumulated sick leave bank if not used during a contract year.
 - a) These days may not be taken on a school day immediately preceding or following school calendar holidays.

 - 2. Bereavement Days
 - a) Death in Immediate Family - Five days per occurrence for death of spouse, children, employee's and spouse's parents, and employee and spouse's siblings.

 - b) Three days for other immediate family members living in employee's household.

 - c) Other Family Deaths –
 - 1.) One day per occurrence (two days if overnight travel is involved) for death of employee's or spouse's great grandparents, aunt, uncle, niece, nephew or first cousins.
 - 2.) Two days per occurrence without the travel requirement for grandparents and grandchildren.

 - 3. Jury Duty - Amount of time necessary to comply.

 - 4. Court Order - Amount of time necessary to comply.

- C. Days taken under B.2 thru B.4 will not count as unchallenged days as listed in B.1 above.

- D. Additional personal leave with pay may be granted by the Superintendent at his discretion.

ARTICLE IX

PROFESSIONAL LIABILITY

- A. The Board agrees to defend, hold harmless, and indemnify the employee from any civil, administrative action, or other legal proceeding and in certain criminal actions pursuant to N.J.S.A. 18A:16-6 and N.J.S.A. 18A:16-6.1.

ARTICLE X

SEPARABILITY AND SAVINGS

- A. 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 substantive, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XI

MISCELLANEOUS PROVISIONS

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

- B. In consideration of this Agreement, the Association agrees that it will not cause, sponsor, and/or participate in any strike, engage in any work stoppage, work slowdown, or cause any sanction to be brought against the Board of Education of the Lenape Regional High School District during the term of this Agreement.

- C. Copies of this Agreement shall be printed at the expense of the Board, after agreement between the parties on the format, and shall be distributed to all administrators employed by the Board.

ARTICLE XII

TERMINATION OF EMPLOYMENT CONTRACT

An individual employee's Memorandum of Understanding may be terminated by:

- A. Mutual agreement of the employee and District parties.
- B. Unilateral termination by the employee. The employee may propose to terminate his employment upon ninety (90) days written notice to the Board.
- C. By the Board for just cause.
- D. Discharge for inefficiency, incapacity, conduct unbecoming a school employee or other just cause as prescribed by New Jersey State Law.

ARTICLE XIII

GRIEVANCE PROCEDURE

A. DEFINITION

The term grievance is limited to a complaint or claim that there has been an improper application, interpretation or violation of the provisions of this Agreement.

B. PROCEDURE

1. A grievance may be filed by an individual member, a group of members, or by the Association on behalf of an individual or group of members, and must be filed within fifteen (15) working days from the occurrence thereof.

2. Informal Attempts to Resolve Grievances

An individual unit member who has a complaint shall discuss it first with his direct Supervisor in an attempt to resolve the matter informally.

3. Superintendent of Schools

If as a result of the discussion, the matter is not resolved to the satisfaction of the grievant within five (5) working days, he shall set forth his grievance in writing to the Superintendent specifying:

- a. The nature of the grievance including an explanation stating which specific contractual provision has allegedly been violated.
- b. The nature and extent of the injury, loss or inconvenience.
- c. The result of the previous discussion.
- d. His dissatisfaction with the decisions previously rendered.

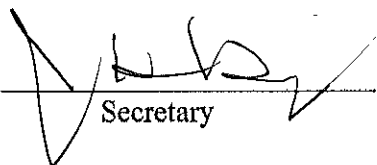
The Superintendent shall communicate his decision to the grievant in writing within five (5) working days of receipt of the written grievance.

ARTICLE XIV

DURATION OF AGREEMENT

THIS AGREEMENT shall be in full force and effect as of July 1, 2017 and shall remain in full force and effect through the succeeding years ending June 30, 2021.

BOARD OF EDUCATION OF LENAPE REGIONAL HIGH SCHOOL DISTRICT

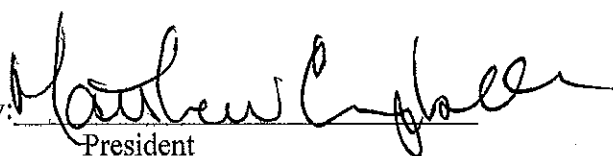
Attest: 
Secretary

By: 
President

Date of Signing: _____

LENAPE DISTRICT PRINCIPALS' AND DIRECTORS' ASSOCIATION

Attest: _____
Secretary

By: 
President

Date of Signing: 6-21-17

**BOARD OF EDUCATION
LENAPE REGIONAL HIGH SCHOOL DISTRICT
SHAMONG, NJ**

MEMORANDUM OF UNDERSTANDING

It is agreed between the Board of Education of Lenape Regional High School District in the County of Burlington, party of the first part, and Michael Haas, party of the second part, that said Board of Education has employed and does hereby engage and employ the said party of the second part in the public schools as District Information Technology Coordinator, under the control of said Board of Education for the 2017-2018 school year beginning on the 1st day of July 2017 and ending on the 30th day of June 2018 at the annual salary of \$94,369 to be paid in equal semi-monthly installments not later than five days after the first and fifteenth of each month.

- A. The job responsibilities associated with the District Information Technology Coordinator position require frequent travel between District buildings. The Board shall provide the employee with a \$600 per month vehicle allowance toward the operation and maintenance of his personal vehicle.

- B. The employee shall have the option to receive payment for unused sick and banked vacation days at the rate of 1/240 of employee's contractual salary for the year in which the sick / vacation days are paid. These funds shall not exceed 20% of his annual contractual salary, and the employee's accumulated sick / accumulated vacation day bank(s) will be reduced by the number of days for which he received payment.
 - 1.) In order to be eligible to receive payment for unused sick days, the employee must maintain a minimum balance of 90 sick days in his bank until he is within three years of retirement eligibility.

 - 2.) The Board shall bear no further responsibility to the employee once the sick/vacation days have been paid, and should the employee require use of additional sick days, he must request unpaid leave.

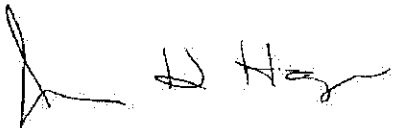
- C. The employee shall be entitled to all recognized school holidays as listed in the annual school calendar.

The said party of the second part hereby accepts the employment aforesaid and agrees to faithfully do and perform duties under the employment aforesaid, and agrees to observe and enforce the rules prescribed for the government of the school by the Board of Education.

Dated this 12th day of May 2017, Board of Education of Lenape Regional High School District in County of Burlington.

Superintendent of Schools _____

Employee _____

Attest:  Secretary