

AGREEMENT

Between

THE BOARD OF EDUCATION OF LINDEN

and

THE LINDEN SCHOOL ADMINISTRATORS AND SUPERVISORS ASSOCIATION

Commencing: July 1, 2005

Terminating: June 30, 2008

COUNTY OF UNION, NEW JERSEY

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MEMORANDUM OF UNDERSTANDING

It is agreed as of the 1st day of July, 2005 between the **LINDEN SCHOOL ADMINISTRATORS AND SUPERVISORS ASSOCIATION** and the **LINDEN BOARD OF EDUCATION**, as follows:

PREAMBLE

The new collective negotiations agreement shall be for three (3) years and shall commence July 1, 2005, terminating on June 30, 2008.

WITNESSETH:

WHEREAS, the Board of Education of the City of Linden, pursuant to the laws of the State of New Jersey in such case made and provided, negotiated a Collective Bargaining Agreement with the Linden School Administrators and Supervisors Association, through negotiations in good faith, and

WHEREAS, the parties pursuant thereto have reached an agreement on all matters set forth in the Agreement between the parties.

NOW, THEREFORE, in consideration of the mutual covenants, obligations, and conditions, this Agreement is made effective the first day of July, ~~2002~~ 2005, by and between the Board of Education of the City of Linden and the Linden Administrators and Supervisors Association.

ARTICLE I
RECOGNITION

A. **Unit**

The Board recognizes that during the term of this Agreement, unless the laws of the State of New Jersey otherwise provide, that it will recognize the Association as the exclusive bargaining representative, as defined in Chapter 303, Laws of 1968 of the State of New Jersey, as amended by Chapter 123, Laws of 1974 of the State of New Jersey for the following administrative personnel:

- Supervisors
- Directors
- Vice Principals
- Assistant Principals
- Elementary School Principals
- Middle School Principals
- High School Principals
- Assistant Directors

But expressly excluded are the following categories of personnel:

- Superintendent
- Assistant Superintendent
- Business Administrator/Board Secretary
- Teachers
- Substitute Teachers
- Non-certified Personnel

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

The parties agree to enter into collective negotiations over a successor Agreement as provided for by law and not later than the date provided for by law.

ARTICLE III

GRIEVANCE PROCEDURE

A. **Definition**

Grievance

A grievance is a claim by an employee, or a group of employees similar situated, or the Association, or their representatives, that he/she has suffered harm by the interpretation, application or violation of policies, agreements or administrative decisions affecting him or her.

B. **Purpose**

The purpose of this procedure is to secure, at the lowest possible level, solutions to the problems which may from time to time arise affecting employees covered by the terms of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. **Procedure**

1. All grievances shall be asserted within (7) days after the grievance rises or shall be deemed to have been waived.

2. **Level One – Immediate Supervisor**

The assertion of a grievance shall be in the presentation of the same by the administrator with his/her immediate superior if he/she is not assigned to a particular school or to his/her principal if he/she is assigned to a particular school on a routine basis, with the objective of settling the same in an informal manner. If the grievance is not settled at this level, then the grievant shall present his/her grievance to the Assistant Superintendent. The grievance shall be presented to the Assistant Superintendent in writing within ten (10) school days of the occurrence or shall be deemed to be waived..

3. **Level Two – Superintendent**

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance to the Assistant Superintendent, he/she may file the grievance in writing with the Superintendent. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, he/she may, within five (5) school days after the decision by the Superintendent, or fifteen (15) school days after

the grievance was delivered to the Superintendent, whichever is sooner, present the grievance in writing to the Board of Education. The Board of Education, or Committee thereof, shall review the grievance and shall hold a hearing with the employee grievant and render a decision in writing and forward copies thereof to the grievant and to the Association within thirty (30) days of receipt of the grievance.

4. **Level Three**

If the aggrieved person disagrees with the disposition of said grievance at Level Two, the aggrieved person may, within ten (10) school days after a decision by the Board, or fifteen (15) days after a decision was delivered, whichever is sooner, submit the grievance to advisory arbitration, giving written notice thereof to the Board, if and only if the Association deems said grievance to be meritorious. Failure to file and deliver a request or make submission within the time limitations designated herein, shall constitute an absolute bar to arbitration unless the Association and the Board shall mutually agree, in writing, to waive the applicable said time limitations. The Board shall also have the right to utilize advisory arbitration concerning an alleged violation of a specific Article or Section of this Agreement.

5. **Arbitration**

Within ten (10) school days after such written notice of submission to arbitration, the Association shall request a list of arbitrators from the Public Employment Relations Commission (PERC), and the cost for the services of the arbitrator, including per diem expenses, if any, and the actual and necessary travel subsistence expenses and the cost of the hearing room shall be borne equally by the parties. The Board and the Association agree that one (1) arbitrator only shall be utilized in the arbitration and the rules of the American Arbitration Association shall govern the procedure for same. The arbitrator's decision shall be in writing and shall set forth his finding of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power of authority to make any decision which requires the commission of an act prohibited by law or which will amend or modify the terms of this Agreement, and he/she shall take into account decisions of the Commissioner of Education of the State of New Jersey, and rulings of the New Jersey State Board of Education of the State of New Jersey, and rulings of the New Jersey State Board of Education and Court decisions and applicable statutes. The

decision of the arbitrator shall be submitted to the Board and the Association and shall be advisory to both parties.

D. Rights of Administrators to Representation

1. Administrator and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by a representative selected by the Association.

2. Reprisals

No reprisals of any kind shall be taken by the Board of Education or by any of its agents against any party whether he/she be the grievant or any member of the Association by reason of his/her participation in the grievance procedure.

E. Meetings and Hearings

All meetings and hearings under the grievance procedure shall not be conducted in public and shall include the parties and their designated or selected representatives.

ARTICLE IV

BOARD FUNCTIONS AND RIGHTS

A. Except as modified by the within Agreement, the Board shall not be limited in the exercise of the statutory Board of Education management functions. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities

conferred upon and vested in it by the laws of the State of New Jersey, the Constitution of the United States and the Constitution of the State of New Jersey, Court decision, and PERC decisions as may affect the terms of the within Agreement, and without limitation the following rights, privileges, and functions:

1. The executive management and administrative control of the school system and its properties and facilities, and the activities of its employees related to their employment.
2. The right to hire all employees and subject to the provisions of law to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and/or transfer all such employees.
3. The right to establish grades and courses of instruction, including special programs, and to provide for athletic, recreational, and social activities for students, all as deemed necessary or advisable by the Board.
4. The right to make the final determination in the practices of instruction; the approval of the selection of textbooks and other teaching materials; and use of teaching aids of every kind and nature.

5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto and non-teaching activities.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only to the extent such specific and express terms hereof are in conformance with the laws of the State of New Jersey, the Constitution of the State of New Jersey, the Constitution and the laws of the United States, and Court decisions rendered by the Courts of New Jersey and PERC decisions as may deal with the Board's rights.
- C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under Title 18A of the Law of the State of New Jersey or any other State Laws or regulations as they pertain to education.

ARTICLE V

ADMINISTRATOR RIGHTS

- A. Pursuant to Chapter 303 of the Laws of 1967 as amended by Chapter 123 of the Laws of 1974, the Board hereby agrees that all employees covered by the terms of this Agreement shall have the right to join and support the Association and its affiliates for the purpose of engaging in

collective negotiations. The Board undertakes and agrees that it will not directly or indirectly discriminate against any employee covered by the terms of this Agreement by reason of his/her membership in the Association or by his/her participation in collective negotiations with the Board, or by reason of his/her institution of any grievance arising out of the terms and conditions of employment as set forth in the within Agreement.

- B. Nothing contained in the within Agreement shall be constituted to refuse or restrict any employee covered by the terms of this Agreement in the exercise of his/her rights under Chapter 303 of the Laws of 1968 as amended by Chapter 123 of the Laws of 1974.

ARTICLE VI

NON-DISCRIMINATION

- A. The Board will not interfere with, restrain, or coerce employees covered by the terms of this Agreement because of membership in, or activity on behalf of the Association. The Board will not discriminate in respect to ire, or any term or condition of employment against any employee covered by this Agreement, nor will it discourage or attempt to discourage membership in the Association.
- B. The Association agrees to admit employees covered by this Agreement into their Association on terms and conditions which are reasonable and

the same as those generally applicable to other members without discrimination as to race, color, sex, religion or marital status.

- C. The Board and the Association shall not discriminate against any person because of race, color, sex or religion.

ARTICLE VII

ASSIGNMENTS

All employees covered by the terms of the within Agreement shall receive their assignments for the forthcoming year not later than July 1, when practicable. These assignments may be changed after notification, as determined by the needs of the school system as interpreted by the Superintendent.

ARTICLE VIII

POSTINGS AND PROMOTIONS

- A. Employees seeking a promotion may only apply for the same if:
 - 1. A vacancy exists or occurs; and
 - 2. If the position that is being applied for pays a salary differential above the salary being currently paid to the applicant.
- B. If the position is filled, notice of appointment will be given to the Association within seven (7) days after the appointment is made.
- C. An employee may apply for a vacancy that pays less than the employee is currently earning.

- D. The Administration shall notify the Association President of any vacant position, and shall post the same in each school of the district, not less than fifteen (15) days before the position is filled, or on the last working day for the respective categories of each ten (10) month employee vacancy known for the following September, in order to give employees an opportunity to make application for said position. This clause shall not preclude a temporary appointment being made immediately. Final decision on appointments shall rest with the Board.

ARTICLE IX

SICK LEAVE

- A. All employees covered by the terms of this Agreement shall be entitled to twelve (12) sick leave days each school year. Unused sick leave days shall accumulate from year to year with no maximum limit so long as the years are those served in the Linden school system.
1. Not later than September 30 of each year, every employee covered by the terms of this Agreement shall be informed of the total number of accumulated sick days he/she has to his/her credit.
- B. If an employee has been employed by the Linden Board of Education for fifteen (15) years or longer and becomes seriously disabled so that his/her sick leave has been fully exhausted, the said employee may make

application for an extension of sick leave with pay, except, however, the Board may or may not, in its sole discretion, grant such extension with or without pay, on such terms and conditions as set forth by the Board of Education. In no event shall a decision by the Board of Education be grievable.

- C. All employees covered under this contract who have twenty-five (25) years of service shall, upon retirement, receive fifty dollars (\$50.00) for every sick day accrued, with a maximum of eighteen thousand dollars (\$18,000.00.) This sum of money shall be payable to the employee upon retirement.
- D. Upon the death of an employee while in active employment with the District, said compensation shall be paid to the employee's estate.
- E. Temporary Leaves of Absence
 - 1. The total number of personal days excusable for personal reasons shall not exceed three (3) days in any one year. Except in an emergency, forty-eight (48) hours notice, in writing, on an intended absence must be given or sent to the Superintendent whose responsibility it shall be to excuse only a reasonable number of employees, if any, covered by the terms of this Agreement at any one time, if, in the Superintendent's opinion, he/she/they can be spared on the day the leave is requested. In the event of failure to make such request, the absence shall be considered non-

excusable. The days allowed for absence because of personal reasons shall be in addition to the days allowed for sick leave as hereinabove provided. No leave shall be granted for personal reasons for the first two (2) weeks or last two (2) weeks of school (i.e., September and June) except in cases of extreme emergencies. Personal business days not used may be accumulated and added to sick leave of any employee for the year not used.

2. In addition to the option to convert unused personal leave days to accumulated sick leave, employees served under this contract may elect instead to receive a cash payment of one hundred dollars (\$100.00) from the Board of Education for each unused personal day at the end of the year in which the days were granted.
3. Any administrator required to appear in any legal proceeding shall be permitted to do so without charge to the employee's sick leave accumulation or personal day entitlement. The employee shall make every effort to shorten the lost time by using "on call" status wherever possible. Employees agree to make up all work that was to be done during the lost time. This provision shall not apply in those cases where the employee appears in an adversary status against the Board of Education. Appropriate documentation of the

necessity to appear at the legal proceeding will be supplied to the Superintendent. The administrator and/or supervisor who is so required to appear shall give notice of such proposed appearance at least two (2) days prior to the required attendance.

F. Death in Family

1. Any employee shall be allowed the seven (7) calendar days of absence directly following and including the death of a member of his/her immediate family. "Immediate family" shall be understood to include the following: wife, husband, father, mother, child, sister, brother, grandmother, grandfather, grandchild, step-persons.
2. Any employee shall be allowed two (2) calendar days absence to include either the day immediately preceding the funeral and the day of the funeral or the day of the funeral and the day immediately following the same, in the case of death of an uncle, aunt, niece, nephew, sister-in-law or brother-in-law. Any employee shall be allowed up to three (3) consecutive calendar days absence, one of which shall include the day of the funeral, in the case of the death of a father-in-law or mother-in-law, daughter-in-law and son-in-law.
3. The days allowed for absence because of death in the family shall be in addition to the days allowed for other excusable reasons. In

all cases of excusable absences, an administrator or supervisor shall receive his/her regular compensation for such period of absence, not exceeding, however, the maximum period of time determined by the preceding Sections hereof.

G. Other Leaves

1. Time necessary up to a total of fourteen (14) days for persons called into temporary or active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled 0 days when school is not in session. An administrator or supervisor shall be paid his/her regular pay in addition to any pay which he/she received from the state or federal government. The pay herein provided for shall only be given to the employee provided the said employee has requested the Armed Services to alter the time of required duty so that it shall not conflict with school duties and the request was denied.
2. Days necessary to fulfill military requirements, such as physical examinations, mental examinations, and other induction procedures.
3. The Superintendent, at his sole discretion, may grant up to two (2) days leave with pay for one (1) representative of the Association to conduct Association business. This leave shall not be unreasonably withheld.

ARTICLE X

EXTENDED LEAVES OF ABSENCE

A. Military Leave

Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the Armed Forces of the United States for the period of said induction or initial enlistment.

B. Anticipated Disability Leave

Any member of the bargaining unit who anticipates undergoing a long-term disability arising out of, but not limited to, surgery, hospital confinement, medical treatment, or pregnancy, shall be entitled to a leave of absence based upon such anticipated long-term disability, in which instance such leave of absence shall be chargeable to the accumulated sick leave, if any, account of said member. If the accumulated sick leave account is or has been exhausted, the leave of absence shall be without pay. All policies, practices, rules and regulations applicable to said employees granted leave under Article IX of this Agreement, entitled "Sick Leave" shall govern such leave of absence. All employed covered by this Agreement anticipating such a long-term disability shall notify the Superintendent of the condition expected to result in disability as soon as the condition which may result in disability is known, and shall submit to the Superintendent.

1. A certificate from his/her physician verifying the condition expected to result in the long-term disability and the physician's prognosis as to the anticipated duration of such disability.
2. If requesting an unpaid leave of absence under this Article, a written request specifying the date on which he/she expects to commence said leave and the date on which he/she expects to return to employment following recovery from said disability.

C. Child-Rearing Leave

1. The Board of Education shall grant to any employee an unpaid leave of absence to provide necessary care for his/her natural infant child from the date of said child's birth or the expiration of parent's paid leave of absence for disability resulting from said birth. Only one parent per family shall be eligible for such leave of absence. Should a child-rearing leave be requested, it must continue from the date of request until the commencement of the next school year following termination of said disability leave or the commencement of the next succeeding school year thereafter. The request for such leave shall set forth the requested date of return. An application for child-rearing leave must be made no later than sixty-five (65) days prior to the anticipated birth of a

child. Such application shall be made through the Superintendent's office. Such application shall include the requested commencement and termination dates for such leave. The Board shall consider the request of the employee concerning the date of return, but the Board shall have the final determination as to the date of return.

2. Any non-tenured employee requesting a child-rearing leave shall be granted the same; however, such leave may not be extended beyond the end of the school year in which the leave is obtained.
3. An employee returning to the system may be assigned by the Superintendent to any comparable position with the administrator/supervisor certification of such employee as dictated by the needs of the system.
4. Any employee adopting an infant child of three (3) years of age or less, shall be entitled to the same privileges under this Article as are offered to an employee who has had a child naturally. The leave of the adopting employee shall commence upon receiving de facto custody of said infant, or earlier if necessary, to fulfill the legal requirements for the adoption, provided that such employee previously advises the Board, in writing, of the fact that an application of adoption has been made. Such notification shall be made within thirty (30) days of the filing of the application. The

Board will use reasonable efforts to keep such notices to it confidential.

5. Any requests for extensions or reductions shall be subject to modification based on substantial interference with the administration of the school, or the education of the children, and provided such change by the Board is not medically contradicted; any such extensions shall be subject to N.J.S.A. 18A:30-1, et seq. Where a disability is anticipated during the first month of a school year, a disability, child-rearing, or other leave must commence at the start of the school year. A leave may not be terminated during the last month of the school year.

ARTICLE XI

SALARIES

- A. The salaries of all employees covered by this Agreement are set forth on Schedule A for High School Principal, Schedule B for Middle School Principal/Director, Schedule C for Elementary School Principal and Schedule D for 12-Month Supervisors/Vice Principals.
 1. Employees employed on a ten (10) month basis shall be paid in twenty (20) equal semimonthly installments.
 2. Employees employed on a twelve (12) month basis shall be paid in twenty-four (24) semimonthly installments.

3. Employees may independently elect to have deductions made from their monthly salaries pursuant to any rights provided for in the New Jersey Statutes in such case made and provided.
 4. When a payday falls on or during a school holiday, vacation, or weekend, employees shall receive their paychecks on the last previous working day.
- B.
1. When a person is hired from outside of the District, or promoted within the District, that person may be hired by the Board at such step of the appropriate salary guide as is agreed to between the employee and the Board of Education.
 2. All elementary principals work 12-months.
 3. In the event that a new Administrative position is created which is not presently contained on the pay schedules contained herein, the Board agrees to negotiate a salary guide for that position, or to place the position on an appropriate column of the salary guide.
- C. The Board of Education may withhold, for inefficiency or other good cause, any improvement increment or adjustment, or both, as may be provided in the salary scales herein. Anything herein stated to the contrary notwithstanding, increments and/or adjustments shall be awarded only to those employees whose professional competency has been judged fully satisfactory to justify a salary adjustment or increment.

D. Longevity

1. Each employee, after twenty (20) years of employment, by the Linden Board of Education (including up to eight (8) years of prior service and up to four (4) years of prior military service as recognized by the Board) shall receive an additional six hundred dollars (\$600.00) over and above the salary being paid to the employee, which may exceed the established maximum.
2. Each employee, after twenty-five (25) years of employment by the Linden Board of Education (including up to eight (8) years of prior service and up to four (4) years of prior military service as recognized by the Board) shall receive an additional six hundred dollars (\$600.00), which may exceed the established maximum.
3. Each employee, after thirty (30) years of employment by the Linden Board of Education (including up to eight (8) years of prior service and up to four (4) years of prior military service as recognized by the Board) shall receive an additional six hundred dollars (\$600.00), which may exceed the established maximum.
4. Each employee, after thirty-five (35) years of employment by the Linden Board of Education (including up to eight (8) years of prior service and up to four (4) years of prior military service as recognized by the Board) shall receive an additional six hundred dollars (\$600.00), which may exceed the established maximum.

G. Mileage and Travel Allowance

Mileage reimbursement will be paid only to Directors and Supervisors at the prevailing I.R.S. mileage reimbursement rate. Such employees shall submit vouchers for reimbursement quarterly i.e. March 30, June 30, September 30, and December 30.

ARTICLE XII

VACATIONS

- A. All employees covered by the terms of this Agreement who are employed on a twelve (12) month basis shall receive twenty-three (23) vacation days annually, which may be utilized at any time during the year with the approval of the Superintendent. This decision by the Superintendent shall be binding and not subject to the grievance procedure. The aforesaid vacation shall be taken without any loss of pay by each of the employees who are entitled to a vacation as provided for herein. Employees will only be allowed to carry over up to a maximum of five (5) vacation days into the next year.
- B. Administrative personnel moving from 10 months to 12 months shall receive July 1st, 23 vacation days which may be used during the year of the transfer with the provision that if the administrator does not complete the school year, those vacation days will be prorated on a monthly basis.
- C. Any days taken beyond the 23 days will be deducted from the administrator's salary at a 1/240th rate per day.

ARTICLE XIII

ASSOCIATION DUES-CHECK OFF

- A. The Board agrees that it will deduct the Association dues from the pay of each employee covered by the terms of this Agreement one each month and submit the same to the President of the Association and/or to such other designee of the Association.
- B. The Association agrees to furnish written authorization in accordance with the law from each employee authorizing these deductions.
- C. The Association will furnish to the Board a written statement of the amount of dues to be deducted.
- D. The Association agrees to indemnify the Board and hold it harmless from any and all suits, claims, demands, and liability for damages or penalties that shall arise out of by reasons of any action that shall be taken by the Board for the purpose of complying with any of the provisions of this Article.
- E. Representation
 - 1. Representation Fee

If any employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation

fee to the Association for that membership year. This fee shall be the maximum allowed by law.

2. Procedure

a. Notification

Prior to November 1 of each year, the Association will submit to the Board a list of those employees who have neither become members of the Association for the then current membership year nor paid directly to the Association the full amount of the representation fee for that membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

b. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deduction will begin with the first paycheck paid.

- (1) Ten (10) days after receipt of the aforesaid list by the Board; or

(2) Thirty (30) days after the employee begins his/her employment in a bargaining unit position.

c. Termination

If any employee who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

d. Mechanics of Deduction and Transmission of Fees

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

3. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any

deductions made more than ten (10) days after the Board receives said notice.

ARTICLE XIV

INSURANCE PROTECTION

- A. The Board shall provide, at its expense, for all employees who shall be employed under a contract dated prior to March 1, 1997:
1. Health benefits including Major Medical Insurance, provided by an insurance policy issued by Horizon Blue Cross/Blue Shield and described in certificate identified as group policy coverage, medical expense and in effect as of July 1, 2005. Said insurance is described in a booklet distributed to employees by the carrier.
 2. Dental insurance provided by an insurance policy issued by Delta Dental 7512-0001 and in effect as of July 1, 2002. Said insurance is described in a booklet distributed to employees by the carrier.
 3. Prescription insurance provided by an insurance policy issued by Benerex, National Prescription Administrators, Plan #48012100 and in effect as of July 1, 2002. Said insurance is described in a booklet distributed to employees by the carrier. Insurance coverage referred to in sections 1, 2 and 3 above includes family coverage plan where available.
- B. For newly hired employees, health coverage shall be in the Horizon Blue Cross/Blue Shield Point of Service Coverage. After three years of

continuous employment, the employee may switch to the health coverage in such paragraph A above.

- C. Optional – Cash Settlement for insurance premium offered by the Board if two (2) members of the same family are employed by the Board. One member may elect to receive 75 percent of the insurance premium instead of the benefits.
- D. It is agreed that the Board is not self-insured to any extent and the only coverage will be provided by the carrier.
- E. The Board shall allow an employee who so requests it who has exhausted his/her sick leave or has taken an unpaid extended leave of absence to continue all fringe benefits as set forth in this article including family coverage as a member of the group, provided that the employee remits full cost of the premium to the Board for forwarding to the appropriate carrier for the maximum period allowed by the appropriate agency. This right may be extended. This provision shall only be applicable given such an option is permissible under the master policy of the provided benefit.
- F. The employees covered by the terms of this Agreement shall receive the same increases in insurance benefits that are provided for any other personnel employed by the Board of Education during the term of this Agreement only without the necessity of entering into collective negotiations concerning the said improvements

- G. The Board reserves the right to change any or all insurance carriers to a different carrier or carriers whose plan(s) is equal to or greater in benefits.

ARTICLE XV

TUITION REIMBURSEMENT

For each year of this agreement, the Board shall provide reimbursement of tuition expenses for unit members in order to promote the professional development and educational improvement subject to the following regulation:

- A. No employee shall be eligible unless he/she has obtained tenure in the Linden School System.
- B. All courses, workshops, and seminars taken under this article must have the prior approval of the Superintendent of Schools. Reimbursement for any approved course/s shall not exceed the state college tuition rate per credit hour. No employee shall be reimbursed more than the cost of the course and in no case more than a maximum of three credit hours per course.
- C. Upon the presentation of an official transcript and request for reimbursement by the employee the Board shall reimburse said employee by April 1 or October 1 provided at least 30 days prior to the above dates, such application is made.
- D. Application for tuition reimbursement shall be made only for courses from an approved college or university graduate program.

- E. Reimbursement shall be based upon the employee receiving a grade of B or higher for each course. For courses not graded by a letter grade, the administrator must present official evidence of successful completion.
- F. The maximum number of credits for which reimbursement will be made shall be 6 credits in any semester but in any event not more than 12 credits in one contract year.

ARTICLE XVI

MISCELLANEOUS

- A. Neither of the parties hereto may add to or subtract from the provisions contained in the within Agreement during the duration off the same. This Agreement contains the entire understanding of the parties on all matters which were or could have been the subject of negotiations.
- B. During the term of this Agreement, neither party shall be required to negotiate with respect to any matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties the time they negotiated this Agreement.
- C. All of the employees covered by this Agreement shall also be subject to an abide by such school policies and regulations adopted by the Board both in effect at the time of the signing of this Agreement and adopted by the Board after the signing of this Agreement.

- D. Snow Days – Each Administrator may be called in by the Superintendent on snow days, without additional compensation.
- E. All ten (10) month administrators shall perform services for four (4) additional work days immediately preceding the time the teachers report for services, each year. Such days will be without any additional compensation and are part of the work-year of ten (10) month administrators.
- F. An Administrator shall be placed in charge of the Board's Saturday school program for a maximum of 5 hours per week for all Saturday's when the program is in session. The rate of pay per hour shall be thirty-five dollars (\$35.00) per hour for the duration of this agreement. The High School Principal shall have the right of first refusal for the program work. In the event that the High School Principal does not wish to serve as the Administrator in charge of the program, the High School Principal shall assign a High School Vice-Principal or Principal.

ARTICLE XVII

DURATION OF AGREEMENT

This agreement shall be effective for the period commencing July 1, 2005 and shall cease and terminate on June 30, 2008, it being agreed between the parties, however, that the terms and conditions set forth herein shall continue, nevertheless, until such a successor contract has been entered into and ratified by the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement in Linden, New Jersey on the _____ day of _____, 2005.

ATTEST:

**THE BOARD OF EDUCATION OF THE
CITY OF LINDEN IN THE COUNTY OF UNION**

By: _____
William Motley, President

By: _____
Kathleen A. Gaylord
Business Administrator/Board Secretary

**LINDEN SCHOOL ADMINISTRATORS
AND SUPERVISORS ASSOCIATION**

By: _____
Barry D. Black, President

Schedule A – High School Principal

H.S. Principal Guide (M.A.)

| Step | 2004-2005 | 2005-2006 | 2006-2007 | 2007-2008 |
|------|-----------|-----------|-----------|-----------|
| 1 | 87,045 | → 90,527 | ↘ 92,518 | ↘ 94,739 |
| 2 | 92,509 | → 96,209 | ↘ 98,326 | ↘ 100,686 |
| 3 | 96,387 | → 100,242 | ↘ 102,448 | ↘ 104,907 |
| 4 | 99,665 | → 103,652 | ↘ 105,932 | ↘ 108,474 |
| 5 | 103,544 | → 107,686 | ↘ 110,055 | ↘ 112,696 |
| 6 | 107,121 | → 111,406 | ↘ 113,857 | ↘ 116,589 |
| 7 | 110,700 | → 115,128 | ↘ 117,661 | ↘ 120,485 |
| 8 | 115,552 | → 120,174 | ↘ 122,818 | ↘ 125,766 |

H.S. Principal Guide (M.A.+30)

| Step | 2004-2005 | 2005-2006 | 2006-2007 | 2007-2008 |
|------|-----------|-----------|-----------|-----------|
| 1 | 91,417 | → 95,074 | ↘ 97,165 | ↘ 99,497 |
| 2 | 96,880 | → 100,755 | ↘ 102,972 | ↘ 105,443 |
| 3 | 100,758 | → 104,788 | ↘ 107,094 | ↘ 109,664 |
| 4 | 104,037 | → 108,198 | ↘ 110,579 | ↘ 113,233 |
| 5 | 107,914 | → 112,231 | ↘ 114,700 | ↘ 117,452 |
| 6 | 111,493 | → 115,953 | ↘ 118,504 | ↘ 121,348 |
| 7 | 115,071 | → 119,674 | ↘ 122,307 | ↘ 125,242 |
| 8 | 119,922 | → 124,719 | ↘ 127,463 | ↘ 130,522 |

Schedule B – Middle School Principal/Director

M.S. Principal/Director Guide (M.A.)

| Step | 2004-2005 | 2005-2006 | 2006-2007 | 2007-2008 |
|------|-----------|-----------|-----------|-----------|
| 1 | 85,952 | 89,390 | 91,357 | 93,549 |
| 2 | 88,138 | 91,664 | 93,680 | 95,928 |
| 3 | 92,017 | 95,698 | 97,803 | 100,150 |
| 4 | 95,294 | 99,106 | 101,286 | 103,717 |
| 5 | 99,173 | 103,140 | 105,409 | 107,939 |
| 6 | 101,658 | 105,724 | 108,050 | 110,643 |
| 7 | 106,330 | 110,583 | 113,016 | 115,728 |
| 8 | 111,181 | 115,628 | 118,172 | 121,008 |

M.S. Principal/Director Guide (M.A.+30)

| Step | 2004-2005 | 2005-2006 | 2006-2007 | 2007-2008 |
|------|-----------|-----------|-----------|-----------|
| 1 | 90,324 | 93,937 | 96,004 | 98,308 |
| 2 | 92,509 | 96,209 | 98,326 | 100,686 |
| 3 | 96,387 | 100,242 | 102,448 | 104,907 |
| 4 | 99,665 | 103,652 | 105,932 | 108,474 |
| 5 | 103,544 | 107,686 | 110,055 | 112,696 |
| 6 | 106,030 | 110,271 | 112,697 | 115,402 |
| 7 | 110,700 | 115,128 | 117,661 | 120,485 |
| 8 | 115,552 | 120,174 | 122,818 | 125,766 |

Schedule C – Elementary School Principal**E.S. Principal Guide (M.A.)**

| Step | 2004-2005 | 2005-2006 | 2006-2007 | 2007-2008 |
|------|-----------|-----------|-----------|-----------|
| 1 | 83,221 | 86,550 | 88,454 | 90,577 |
| 2 | 85,407 | 88,823 | 90,777 | 92,956 |
| 3 | 89,285 | 92,856 | 94,899 | 97,177 |
| 4 | 92,563 | 96,266 | 98,383 | 100,745 |
| 5 | 96,441 | 100,299 | 102,505 | 104,965 |
| 6 | 98,927 | 102,884 | 105,148 | 107,671 |
| 7 | 102,504 | 106,604 | 108,949 | 111,564 |
| 8 | 105,171 | 109,378 | 111,784 | 114,467 |

E.S. Principal Guide (M.A.+30)

| Step | 2004-2005 | 2005-2006 | 2006-2007 | 2007-2008 |
|------|-----------|-----------|-----------|-----------|
| 1 | 87,592 | 91,096 | 93,100 | 95,334 |
| 2 | 89,777 | 93,368 | 95,422 | 97,712 |
| 3 | 93,655 | 97,401 | 99,544 | 101,933 |
| 4 | 96,934 | 100,811 | 103,029 | 105,502 |
| 5 | 100,812 | 104,844 | 107,151 | 109,723 |
| 6 | 103,297 | 107,429 | 109,792 | 112,427 |
| 7 | 106,875 | 111,150 | 113,595 | 116,322 |
| 8 | 109,542 | 113,924 | 116,430 | 119,224 |

Schedule D – 12 Month Supervisor/Vice Principal

12 Month Supervisor/Vice Principal Guide (M.A.)

| Step | 2004-2005 | 2005-2006 | 2006-2007 | 2007-2008 |
|------|-----------|-----------|-----------|-----------|
| 1 | 78,304 | 81,436 | 83,228 | 85,225 |
| 2 | 80,489 | 83,709 | 85,550 | 87,603 |
| 3 | 83,275 | 86,606 | 88,511 | 90,636 |
| 4 | 85,460 | 88,878 | 90,834 | 93,014 |
| 5 | 88,245 | 91,775 | 93,794 | 96,045 |
| 6 | 92,917 | 96,634 | 98,760 | 101,130 |
| 7 | 97,041 | 100,923 | 103,143 | 105,618 |
| 8 | 101,133 | 105,178 | 107,492 | 110,072 |

12 Month Supervisor/Vice Principal Guide (M.A.+30)

| Step | 2004-2005 | 2005-2006 | 2006-2007 | 2007-2008 |
|------|-----------|-----------|-----------|-----------|
| 1 | 82,675 | 85,982 | 87,874 | 89,983 |
| 2 | 84,860 | 88,254 | 90,196 | 92,361 |
| 3 | 87,645 | 91,151 | 93,156 | 95,392 |
| 4 | 89,831 | 93,424 | 95,480 | 97,771 |
| 5 | 92,617 | 96,322 | 98,441 | 100,803 |
| 6 | 97,287 | 101,178 | 103,404 | 105,886 |
| 7 | 101,412 | 105,468 | 107,789 | 110,376 |
| 8 | 105,502 | 109,722 | 112,136 | 114,827 |