

Contract no. 1700

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AGREEMENT

BETWEEN

THE LEONIA ADMINISTRATORS AND SUPERVISORS ASSOCIATION

AND

THE LEONIA BOARD OF EDUCATION

1992 - 1994

PREAMBLE

This Agreement entered into this 16th day of September 1992 by and between the Leonia Administrators and Supervisors Association, hereinafter called the "Association", and the Board of Education of Leonia, New Jersey, hereinafter called the "Board", represents the understanding by and between the Association and the Board with regard to all matters which are included in this document for the period of the Agreement.

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ARTICLE I
RECOGNITION

A. During the term of this Agreement, the Leonia Board of Education recognizes the Leonia Administrators and Supervisors Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment between the Leonia Board of Education and the following certificated employees:

Principals

Vice Principals

Supervisors

B. Supervisors and any other new supervisory positions which shall be established by the Board are to be represented by this Association.

C. Unless otherwise indicated, the term "administrator" refers to employees as indicated in Section A or B of this Article.

ARTICLE II
NEGOTIATION OF SUCCESSOR AGREEMENT

A. The Association and the Board agree to enter into negotiations over a successor Agreement in accordance with the rules and regulations of the Public Employment Relations Commission. At that time, the Association agrees to present to the Board its proposals for an Agreement. Each party shall be free to propose and negotiate with regard to all subjects which it desires to place before the other for consideration. Any Agreement so negotiated shall incorporate all rights and obligations assumed by each party and reflect the final understanding on all bargainable issues agreed upon. Such Agreement shall apply to all members of the negotiating unit, shall be reduced to writing, and after ratification by the parties concerned, signed by the Presidents or appointed representatives of both parties.

B. Neither party in any negotiations shall have any 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.

C. This Agreement incorporates the understanding of the parties on all matters which were agreed upon as a result of negotiation.

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.

D. In the event that a successor Agreement has not been ratified by both parties, the existing contract will remain in force.

ARTICLE III
GRIEVANCE PROCEDURES

A. Purpose

1. The purpose of this procedure is to secure an equitable solution to problems which may arise affecting the terms of this Agreement and to resolve such grievances as soon as possible. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any administrator having a grievance to discuss the matter informally with his or her supervisor.

B. Definitions

1. The term "grievance", as used herein, shall mean an appeal set forth by an employee covering an alleged interpretation, application, or violation of the provisions of this Agreement.

2. An aggrieved person is the individual member and/or employee of the Board, as set forth in Article I.

3. The term "grievance" and the procedure relative thereto shall not be deemed applicable in the following instances:

a. The failure or refusal of the Board to renew the contract of a nontenured employee.

b. In matters where a method of review is set forth by law, or by any rule, regulation, or order of the State Commissioner of Education, or the State Board of Education.

c. A complaint by any certified personnel occasioned by the appointment or lack of appointment, or retention in, or lack of retention in, any position for which tenure is either not possible or not required.

C. Steps of the Grievance Procedure

1. Filing a grievance

A grievance may be filed by an individual member, a group of members, or the Association. Any grievance must be lodged at the proper initiating level within 30 calendar days of the occurrence of the event being grieved. If the 30 day period cannot be accommodated by the calendar, the balance is to be applied to the following academic year.

Any portion of the grievance procedure stops during an established vacation period of the grievant or the respondent.

Aside from the filing date, the 30 day calendar period commences on the first regular business day after filing. If the 30 day calendar period ends on a holiday or weekend, the period is extended for the day(s) the school is not in session.

2. Levels

a. Level 1 - An individual administrator who has a complaint shall discuss it first with his/her immediate supervisor in an attempt to resolve the matter informally. However, if the immediate supervisor is a member of the bargaining unit, the immediate supervisor shall have no authority to render any decision or determination with respect to the grievance other than a review of any mechanical computation involved in the allegation and a determination as to the validity of such objective calculations. The immediate superior shall have seven (7) working days after the complaint is lodged in order to respond to the grievant. In the event the complaint as submitted is beyond the authority of the immediate superior to resolve, an appropriate response will be a direction to raise the grievance to the next level. At this informal level, the grievant shall specifically inform the immediate superior that a grievance is being undertaken so that all parties shall be aware of the time constraints within which they must function.

b. Level 2 - Formal Grievance. If as a result of the informal discussion in Level 1 the matter has not been resolved to the satisfaction of the grievant, then within seven (7) working days of receipt of the response of the supervisor, the grievant shall set forth his/her grievance in writing to the immediate superior specifying:

- (1) The nature of the grievance;
- (2) The nature of the extent of the injury, loss, or inconvenience;
- (3) The result of the previous discussion;
- (4) His/her dissatisfaction with the decisions previously rendered;
- (5) The relief applied for.

The immediate supervisor shall communicate his/her decision to the grievant in writing within seven (7) working days of receipt of the written grievance. If the immediate superior is a member of the bargaining unit, his/her authority to resolve grievances shall be limited as stated in Level 1.

c. Level 3 - Superintendent of Schools. The grievant, if unsatisfied with the written response of the immediate superior, may within seven (7) working days of receipt of such written decision appeal the decision to the Superintendent of Schools. The appeal to the Superintendent must be in writing reciting the matter submitted to the immediate superior as specified above, the written response of the immediate superior, and the employee's dissatisfaction with the decision and relief previously rendered. The Superintendent shall attempt to resolve such matter in a period not to exceed ten (10) working days. The Superintendent shall communicate his decision in writing to the grievant and the immediate superior.

d. Level 4 - If the aggrieved individual is not satisfied with the disposition of the grievance at Level 3, or if no decision has been rendered within ten (10) working days after the grievance was delivered to the Superintendent, the employee may request a review by the Board of Education. The written request and all related papers shall be submitted to the Secretary of the Board of Education within five (5) working days of the Superintendent's decision. The Board of Education shall review, and shall render a decision in writing within fifteen (15) working days of receipt of the grievance by the Board. The Board shall communicate its decision in writing to the grievant.

e. Level 5 - If the aggrieved individual is not satisfied with the disposition of the grievance at Level 4, or if no decision has been rendered within fifteen (15) working days after the grievance was delivered to the Board of Education, the employee may request a hearing with the Board of Education. The Board of Education, or a committee of the Board, shall hold a hearing within thirty (30) calendar days after receiving the request with the aggrieved and his/her representative, and shall render a decision in writing within ten (10) working days following the hearing.

f. Right to Representation - Rights of administrators to representation shall be as follows:

Any grievant may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by a representative(s) and/or an attorney selected and approved by the Association.

When a grievant is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the Superintendent or at any later level, be notified that the grievance is in process, and have the right to be in attendance and present its position in writing at all hearing sessions held concerning the grievance, and shall receive a copy of all decisions rendered.

The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal with respect to his/her personal grievance.

g. Separate Grievance File - 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.

h. Meetings and Hearings - No meeting or hearing conducted under this procedure shall be public. The only parties in attendance shall be the parties in interest and the designated or selected representatives contemplated in this article.

i. Costs - Each party shall bear the total incurred by themselves.

ARTICLE IV
ADMINISTRATOR RIGHTS

A. Pursuant to the New Jersey Employer-Employee Relations Act, the Board and the Association hereby agree that every employee of the Board as set forth in Article I, paragraph A, shall have the right freely to organize, join, and support the Association and its affiliates and in conjunction with Association members to engage in those activities expressly enumerated in said Act, or to refrain from any and all such activities.

B. No employee shall be disciplined, reduced in rank or compensation, or deprived of any professional advantage without just cause, as defined in 18A:28-5.

C. Whenever any administrator is required to appear before the Superintendent, Board, or any committee or member thereof, concerning any matter that could result in the termination of employment of that administrator or any other form of discipline, he/she shall be given 48 hours prior notice (which will be in written form) of the reasons for such meetings or interview and shall have representatives of the Association and an attorney present if the administrator so chooses to advise him/her and represent him/her during such meeting or interview.

ARTICLE V
ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to furnish to the Association all public information concerning the financial resources of the district.

B. 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/she shall suffer no loss in pay.

C. The Association shall be permitted to transact official Association business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school operations. Prior to any such action the Superintendent and/or his designee will be notified.

D. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the actual cost of all materials and supplies incident to such use. Prior to any such action the Superintendent and/or his designee will be notified.

E. The Association shall have the right to be present to protect the interests not only of the individual involved but also of the organization as the bargaining representative exclusively recognized.

ARTICLE VI
BOARD RIGHTS

The Board, on its own behalf and on behalf of the citizens of the Borough of Leonia, New Jersey, hereby retains and reserves unto itself, without limitation, all powers, rights, authorities, duties, and responsibilities conferred and vested in it prior to the signing of this Agreement by the Laws and the Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

A. Exercise the executive management and administrative control of the school system and its facilities.

B. Hire and direct all employees; determine their qualifications and conditions for continued employment, promotion, transfer, dismissal, or demotion, subject to the provisions of law.

ARTICLE VII
ADMINISTRATIVE LOAD AND DUTIES

A. When conducting the administrative functions of the Leonia school system, administrators are expected to carry out their professional responsibilities utilizing their best judgment and discretion to insure the satisfactory operation of the assignment.

B. Administrators shall be allowed the discretion of setting their own time schedule in accordance with the demands of their respective positions with the approval of the Superintendent.

C. The Leonia Administrators and Supervisors Association agrees to abide by the principle that the Association and the Board of Education need to work in a cooperative spirit in all emergencies.

In the event of a teacher strike, the Association will continue to work in conjunction with the Board to fulfill all necessary emergency procedures the Board may choose to implement with the exception of serving summonses.

D. The supervisors will work three additional days scheduled within the contractual year. In the event of unforeseen school closings or emergency, these days may extend beyond the contractual year. These days will be used for administrative purpose under the direction of the Superintendent and/or his designee.

ARTICLE VIII
LEAVES OF ABSENCES

A. Twelve month administrators shall be entitled to:

1. Twelve (12) days of sick leave annually. Any unused sick leave shall accumulate from year to year.
2. A maximum of five (5) days shall be granted in the event of death in the immediate family. This leave will be taken immediately following the death of a member of the employee's immediate family. The immediate family shall be defined as husband, wife, child, step child, father, mother, sister, brother, grandparents, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, and live in companion.
3. A maximum of one day to attend the funeral of other relatives or close friends, if specifically and formally approved by the Superintendent of Schools before the fact.
4. A maximum of four (4) days for the purpose of attending to matters of personal business which cannot be performed at other than regular business hours, only with the prior formal approval of the Superintendent of Schools except in case of an emergency.
5. A maximum of two (2) days per contractual year for illness in immediate family as defined in #2.

B. Ten month supervisors shall be entitled to:

1. Ten (10) days of sick leave with full pay in any school year. All days of such sick leave not utilized that year shall be accumulative to be used for additional sick leave as needed in subsequent school years between September 1st and June 30th. In addition, all supervisors shall be allowed 2 non-accumulative sick days with full pay. The two non-accumulative sick days will be used after the ten (10) days for that year and have no effect on the total past accumulated days that any supervisor has earned in the district.

As of July 1, 1978, a supervisor employed in summer programs is entitled to one non-accumulative sick day at summer contractual rates for each three (3) weeks worked.

2. A maximum of three (3) days leave of absence for legal, business, or family matters which require absence during school hours. Application for these leaves shall be made at least three (3) days before taking such leave except in the case of an emergency, approval to be granted by the Superintendent. The applicant shall indicate on a prepared form which of the above categories is applicable.

3. A maximum of five (5) days shall be granted in the event of death in the immediate family. This leave will be taken immediately following the death of a member of the employee's immediate family. The immediate family shall be defined as husband, wife, child, step child, father, mother, sister, brother, grandparents, father-in-law, and mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, and live in companion.

4. A maximum of one day per contractual year to attend the funeral of other relatives or close friends, if specifically and formally approved by the Superintendent of Schools.

5. A maximum of two (2) days per contractual year for illness in immediate family as defined in #3.

C. All administrators shall file a statement following absence and may indicate on the form "personal illness".

D. By September 30th each administrator shall be given in duplicate a written account of accumulated sick days each year. The duplicate copy shall be signed and returned to the Central Office.

E. Attendance at professional conferences by administrators is encouraged by the Board of Education whenever the purposes of the school district are best served. Expenses incurred for participation and attendance at such conferences shall be paid by the school district.

F. Maternity leave shall be granted in accordance with New Jersey State Law

G. Vacation:

1. Twelve month Association members shall be entitled to the following:

a. Four weeks vacation during the summer months.

b. Christmas recess off.

c. A total of five (5) vacation days off during the winter and the spring recesses, using either five (5) days during one of the sessions, or a combination of five (5) spread over both recesses.

d. All vacation periods will be scheduled with the approval of the Superintendent.

2. Ten month Association members will follow the teacher calendar.

H. Twelve month administrators will follow the remainder of the school calendar for teachers and students as it relates to time off with the exception of the winter and spring recesses.

ARTICLE IX
RETIREMENT AND LONGEVITY

A. Any administrator who retires according to the provisions of the New Jersey Pension and Annuity Fund or Public Employees Retirement System in order to receive immediate benefits and not merely "deferred retirement" shall be entitled to reimbursement for accumulated sick days according to the following scale:

the first fifty days at \$20.00 per day
the next fifty days at \$30.00 per day
the next one hundred at \$40.00 per day
each day over two hundred at \$50.00 per day.

B. Longevity - A longevity stipend shall be paid to any administrator who is commencing their sixteenth year of employment in Leonia and each year thereafter. The stipend will be \$500 for those commencing the 16th year of employment, \$1000 for those commencing their 21st year of and \$1200 for those commencing their 26th year of service in Leonia.

ARTICLE X
NOTICE OF VACANCIES

A notice of vacancy in an administrative position shall be sent to the Association at least fifteen (15) working days before the final date when applications must be submitted. The notice of vacancy shall set forth the position, its requirements, its duties, and the rate or range of compensation when known.

ARTICLE XI
SCHOOL CALENDAR

The President of the Association shall be consulted prior to decisions regarding the establishment of a school calendar. Subsequent changes shall be made only after consultation with the Leonia Administrators and Supervisors Association.

ARTICLE XII
DEDUCTIONS FROM SALARY

The Board of Education will provide the same payroll procedures as provided to other professional Associations within the district.

ARTICLE XIII
SEPARABILITY AND SAVING

If any provision of this Agreement or any application of this Agreement to any employee or group or employees 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.

ARTICLE XIV
RIGHT TO EXAMINE PERSONNEL FILES

An administrator shall have the right, upon request, to review with the Superintendent or his designee, the contents of his/her personnel file and to receive copy at Board expense of any document contained therein. An administrator shall be entitled to have a representative of the Association accompany him/her during such review. An administrator shall have the right to indicate to the Superintendent or his designee those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate to retain.

Said documents and all copies shall be reviewed by the Superintendent and the administrator, and if mutually agreed upon, all copies shall be destroyed.

If no mutual agreement occurs between the administrator and the Superintendent, a decision will be arrived at by the Board within 30 calendar days.

ARTICLE XV
INSURANCE PROTECTION

The Board of Education will provide the same insurance protection as that to other professional organizations of the district.

ARTICLE XVI
FULLY BARGAINED AGREEMENT

A. During the course of collective negotiations, each party has been free to propose and negotiate with regard to all appropriate subjects which it might have desired to place before the other for consideration. This Agreement incorporates all rights and obligations assumed by each party and granted through its terms by each to the other, as a result of the negotiating process, and it is specifically recognized that, since both parties hereto are desirous of stabilizing their relationship by an executed document for a specific duration, for that duration neither side shall be obligated to enter into further negotiations regarding any matter not specifically designated by clear and express language with this Agreement.

B. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were the subject of negotiations.

ARTICLE XVII

LIAISON

A. Any agreement entered into by the administrators, the professional staff, and the Board of Education will be effective in providing better educational opportunities for students only if there is effective communication between the parties on all subjects related to current school problems and practices.

Meetings of the Administrators and Supervisors Association with the Superintendent may be at the request of the Association with proper notice. Such meetings shall be scheduled outside of the school day at a mutually convenient time and shall be used to discuss matters of mutual concern.

B. Prudent management practice demands that the Board of Education have the benefit of input from the Administrators and Supervisors Association through the Superintendent, on those issues where the professionals' judgment can be of significant benefit to the Board in arriving at a decision.

The Administrators and Supervisors Association and the Board of Education recognize that all communications and relationships shall be conducted in a professional manner.

C. Members of the Administrators and Supervisors Association and members of the Board of Education will not make libelous or abusive statements about members of the other group in the presence of teachers, parents, students, or at public gatherings.

ARTICLE XVIII
PROFESSIONAL DEVELOPMENT

A. To encourage professional growth, the Board shall reimburse 50 per cent of any tuition per year per administrator up to nine credits for courses taken which are deemed to be directly beneficial to the district by the Superintendent and are approved by the Superintendent. These courses shall be taken at accredited colleges and completed with a grade of B or better in order to qualify for reimbursement.

B. A limit of \$375 per administrator in appropriate memberships shall be provided by the Board upon approval by the Superintendent.

ARTICLE XIX
PERSONAL PROPERTY

The Board will reimburse the members of the Administrators and Supervisors Association up to \$200.00 for personal property that is vandalized or destroyed during specific disciplinary action or as a direct result of disciplinary action taken by administrators/supervisors. Such claims shall be documented and placed before the Superintendent of Schools for approval and action.

ARTICLE XX
MISCELLANEOUS PROVISIONS

A. Use of Automobile - Any member of the Association shall be reimbursed at the standard rate established by the Internal Revenue Service when his/her automobile is used in performance of his/her duties as assigned by the Superintendent and/or his designee.

B. Reproduction and Distribution of Contract - The school district will provide sufficient copies of the Agreement.

ARTICLE XXI
EVALUATION OF ADMINISTRATORS

Title 18 A and the following procedures will be adhered to for all tenured and non tenured Administrators:

A. Goals

1. The Superintendent and/or his designee and the Association member will meet during the period of May 15th through June 15th to discuss preliminary goals for the following year.
2. The Association member will develop the actual goals and establish time-lines for the completion of each goal.
3. The Superintendent and or his designee and Association member will meet prior to September 30th to discuss the actual goals of the Association member.
4. Each goal will be mutually agreed upon.
5. The goals will be reduced to writing by the Administrator and signed within ten (10) working days by the Administrator and the Superintendent.

B. Mid-Year Assessment

1. A mid-year assessment conference will be held at a mutually convenient time during the period of January 2nd through January 25th between the Association member and the Superintendent and/or his designee.
2. By January 31st, the Superintendent and/or his designee will submit to each Association member a written assessment of performance indicating strength and/or weaknesses.
3. The Association member has the right of rebuttal within ten (10) working days following the receipt of the written assessment, or if requested by the Administrator, a post conference will take place within ten (10) working days.

C. Reasonable Notice

1. The Association member will be given reasonable notice in writing of the Superintendent's intent to recommend retention.
2. The written intent to withhold an increment will include areas of deficiency and suggestions for improvement.

D. Summative

1. A pre-evaluation conference will be held at a mutually convenient time during the period of May 15th through June 15th between the Association member and the Superintendent and/or his designee.
2. By June 30th, or sooner if possible, the Superintendent and/or his designee will submit to each Association member a written summative evaluation of performance based on the strengths and weaknesses of his/her performance and indicate the final performance rating.
3. The Association member has the right of rebuttal within ten (10) working days following the receipt of the written evaluation, or if requested by the Administrator, a post evaluation conference will take place within ten (10) working days following the written evaluation.

ARTICLE XXII

SALARY

Each administrator will receive a 5.4% increase for each year of the contract (1992-93 and 1993-94).

ARTICLE XXIII
DURATION OF CONTRACT

This Agreement shall be in full force and effect as of July 1, 1992, and shall continue in effect until June 30, 1994.

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 herein.

Walter L. ...

For the Leonia Administrators and Supervisors Association

Antonio ...

For the Leonia Board of Education

October 20, 1992

Date

Seal