

AGREEMENT

between the

LEONIA EDUCATION ASSOCIATION

and the

LEONIA BOARD OF EDUCATION

2011-2012

through

2012-2013

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ARTICLE I

RECOGNITION

- A. During the term of the agreement, the Leonia Board of Education recognizes the Leonia Education Association as the exclusive representative for collective negotiations covering the terms and conditions of employment between the Leonia Board of Education and all contractual employees represented by the Association:

Teachers
Nurses
Psychologists
School Counselors
Program Leaders
Diagnostic and Remediation Specialists
Occupational Therapist
Librarians
Social Workers
Secretaries
Supplementary Instructors
Regularly employed professional members of the bargaining unit performing professional services during the summer
Technology Assistant
District Communications, Software, Web Applications Specialist

but excluding:

Superintendent of Schools
Assistant Superintendent of Schools
Assistant to the Superintendent
Board Secretary/Business Administrator
Secretaries to the above
Principals
Vice Principals
District Coordinators
Technology Systems Coordinator
Subject Supervisors
Payroll Clerk
Accounts Payable Clerk
Custodial/Maintenance Personnel

*Except as otherwise specifically provided for in this agreement, the only articles of the Agreement that apply to teacher assistants are the following:

Article I	Recognition
Article II	Negotiation of Successor Agreement
Article III	Teacher and Association Rights
Article IV	Personal and Academic Freedom
Article V	Board Rights
Article VI	Consultative Participation
Article VII	Grievance Procedure
Article X	Posting
Article XIII	Right to Examine Personnel Files
Article XV	Sick Leave Policy
Article XXIII	Fully Bargained Agreement
Article XXVII	Representation Fee
Article XXVIII	Duration of Contract

- B. Unless otherwise indicated the term "teacher" refers to all employees as indicated in Section A of this article.
- C. All matters relating to new positions shall be covered by applicable law and Article X.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The Board and the Association 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 and the Board agree to present to each other their proposals for modifications to be included in the successor agreement. Each party shall be free to propose and negotiate with regard to all appropriate 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 complete understanding on all bargaining issues which were brought to the bargaining table. Such agreement shall apply to all members of the negotiating unit, shall be reduced to writing, and after ratification by the Board and the Association, signed by all parties.

- B. Neither party in any negotiations shall have control over the selection of the negotiation representatives of the other. 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, consistent with their status as representatives of their principals.
- C. During its term, this Agreement shall not be modified in whole or in part by the parties, except by mutual agreement to reopen for negotiations and by a written amendment duly executed by both parties.

ARTICLE III

TEACHER AND ASSOCIATION 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 concert with fellow members to engage in those activities expressly enumerated in said Act, or to refrain from any and all such activities.
- B. The Association will be extended the privileges of use of facilities and equipment for purposes that properly pursue the letter and spirit of Chapter 123 subject to the Board's primary responsibility to carry out the curriculum and school administrative responsibilities.
- C. The Association shall have the right to two (2) Association meetings per school year during the contractual day. In order to facilitate the efficient operation of the district schools, these procedures shall be followed:
 - 1. Meetings shall be held in conjunction with professional days whenever possible.
 - 2. The length of the meeting shall be no less than one (1) hour with allowance made for members to move to the meeting place and return to their respective buildings.

3. The scheduling of the meeting time shall be mutually agreed upon between the Board and the Association.
 4. In the event that a professional day is canceled or used for any other purpose, compensatory time will be given to the Association through an early release of members from a work day mutually agreed upon by the Board and the Association. Compensatory time shall be following the student day.
- D. One period of release time per day shall be given to the President of the Leonia Education Association to conduct in-district business. Optimum time for this release is the last teaching period of the day.
 - E. During a contract negotiation year, the Chair of the LEA Negotiations Committee will be exempt from a duty assignment beginning November 1 of the year of negotiations.
 - F. Any teacher who must travel from one building to another will be granted no less than fifteen (15) minutes travel time in each direction. This time will not be considered part of the professional preparation time. The teacher will be reimbursed at the applicable IRS rate.
 - G. Teachers may enroll their children in the Leonia School District based on tuition of 50% for that grade level. Notification of intent shall be sent to the office of the Superintendent no later than August 15 except in cases of emergency during the school year. It is understood that all Leonia and Edgewater residents must be accommodated first.

ARTICLE IV

PERSONAL AND ACADEMIC FREEDOM

The Board and the Association agree that a climate of academic freedom is a worthwhile goal as long as such freedom is exercised reasonably within the curriculum, and with consideration of the appropriateness of the material in view of the age and maturity of students.

ARTICLE V

BOARD RIGHTS

The Board of Education reserves to itself the right, in accordance with applicable laws and regulations and contract agreement

1. to direct employees of the school district
2. to hire, promote, transfer, assign and retain employees in positions with the school district and to suspend, demote, discharge or take other disciplinary action against employees
3. to relieve employees from duties because of lack of work or other legitimate reasons
4. to make and implement plans and to organize and reorganize as may be necessary
5. to maintain the efficiency of the school district operations entrusted to them
6. to determine the methods, means and personnel by which such operations are to be conducted
7. to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency
8. to perform such other activities as shall be prescribed by statute or Rules and Regulations of the New Jersey State Board of Education.

The Leonia Education Association recognizes the Board of Education's rights to direct and control its policies subject to the obligations of this agreement. The employees will cooperate with the Board of Education within the obligations of this agreement to facilitate the effective operation of the school district.

ARTICLE VI

CONSULTATIVE PARTICIPATION

A. Purpose

It is the purpose of this article to establish a formal plan for consultative participation between the Board, the Administrators, the Staff and the Association in order to:

1. Augment individual teacher and Association contribution to the educational program.
2. Improve communications between individual teachers, the Association, the Administrators and the Board.
3. Allow Staff and the Association to have input into the implementation of current, new and/or revised aspects of the educational program which may affect terms and conditions of employment and to resolve problems arising therefrom.

B. Operating Concepts

The following operating concepts will apply:

1. Effective consultative participation that all the parties, to the extent possible, be permitted an opportunity and a framework in which a free and open examination of ideas regarding the purposes as set forth above may be achieved.
2. All parties are entitled and encouraged, through the framework hereafter set forth, to review and study the educational program, and particularly such aspects as affect terms and conditions of employment of teachers.
3. Consultative participation requires the establishment of coordinating and working units designed to carry out its intent. Therefore, there will be established High School, Middle School and Elementary School Committees who will meet for this purpose.

C. Building Committees

1. Membership - Building committees will each consist of the Principal and the Association Faculty Representatives elected by the Association.
2. Responsibilities - Building Committees are working committees, reporting to the District Committee through their respective chairperson. Building Committees will submit findings and recommendations, including dissenting viewpoints.
3. Building Committees will hold monthly meetings. Additional meetings will be held whenever such meetings are mutually considered necessary. Meetings should be scheduled so as to coordinate with the District.

D. District Committee

If the concerns expressed through a Building Committee cannot be resolved at the building level, or if they transcend the building level, they shall be taken to the District Committee. The District Committee shall consist of the Superintendent, the Principals, and two (2) staff members to be elected by the Association of each of the buildings involved. The chairmanship shall alternate annually between the Association representatives and the Administrative representatives. The District Committee shall meet within ten (10) working days at the request of either party.

E. Consultative Participation Committee

If the concerns expressed through the District Committee cannot be resolved, they shall be taken to the Consultative Participation Committee, which shall consist of members of the District Committee and three (3) Board members. The chairmanship shall alternate annually between the Association representatives and the Board of its designee. The Consultative Participation Committee shall meet three (3) times per year at the request of either party and for as many additional meetings as may be mutually agreed upon.

F. Areas of Consideration.

The Building and District Committees should develop areas of consideration and agendas upon the basis of "need for consultative participation" within the framework of the purposes set forth above. The following is a partial list of areas of consideration:

1. curriculum development and evaluation
2. professional development of staff
3. areas in which staff can help improve educational programs

G. Health & Safety

A joint health and safety committee shall be established and consist of 2 of members appointed by the association president and 2 of members appointed by the superintendent. A chairperson shall be jointly appointed by the Association president and the Superintendent. The committee shall meet at least 4 of times each year to develop, review, and implement training programs and procedures in areas of concern to the parties.

H Notwithstanding any other provisions of the Agreement limiting obligated time of teaching staff members, any employees named to the Committees established by this article shall attend any and all meetings, work sessions or other forms of involvement in the Consultative Participation process on their own time and with no additional compensation.

ARTICLE VII

GRIEVANCE PROCEDURE

A. Definition

A "grievance" shall be an appeal set forth by an employee concerning an alleged interpretation, application, or violation policies, agreements, or administrative decisions affective term and conditions of employment. The term "grievance" shall not apply to:

1. any matter for which a method of review is prescribed by law or
2. any rule or regulation of the State Commissioner of Education or
3. any matter which according to law is either beyond the scope of the Board authority or limited to unilateral action by the Board alone or
4. a complaint of a non-tenured teacher which arises by reasons of his/her not being reemployed or
5. a complaint by any certificated personnel occasioned by lack of appointment to, or lack of retention in any position for which tenure is either not possible or not required.

To be considered under this procedure, a grievance must be initiated by the employee within thirty (30) calendar days of its occurrence.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, solutions to the grievances which may arise from time to time. 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

Every reasonable effort should be made to resolve all grievances by the end of the school year. If this is not possible, then the time limit should be shortened to make every effort to resolve the grievance by the end of the school year. In the event this time limit cannot be adhered to, the Board and the Association will consider a request to continue the

proceedings through the summer months in order that the grievance can, if possible, be resolved before the opening of school.

1. Level One

A teacher with a grievance shall first discuss it with his/her Principal or immediate superior, either directly or through the Association's designated representative, known as the Grievance Representative, with the objective of resolving it informally. Such discussions shall begin with a statement of the grievance.

2. Level Two

If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he/she shall set forth his/her grievance in writing to the Principal specifying:

- a. the nature of the grievance
- b. the date, nature and extent of the injury, loss or inconvenience
- c. the results of previous discussions
- d. his/her dissatisfaction with decisions previously rendered
- e. the remedy being sought by the grievant.

The principal shall communicate his/her decision to the employee in writing within five (5) school days of receipt of the written grievance.

3. Level Three

The employee, or at his/her request, the Grievance Representative, may appeal the Principal's decision or may submit his/her grievance to the Superintendent of Schools if no decision has been rendered within five (5) school days. The appeal must be made in writing, reciting the matter submitted to the Principal as specified above and his/her specific dissatisfaction with decisions previously rendered. The Superintendent shall proceed to resolve the matter as quickly as possible, but within a period of ten (10) school days. The Superintendent shall communicate his/her decision in writing to the employee and the Grievance Representative and the Principal.

4. Level Four

If the grievance is not resolved to the employee's satisfaction, he/she may request a review by the Board of Education. The written request and all related papers shall be submitted to the Secretary/Business Administrator of the Board of Education within five (5) school days of the Superintendent's decision. The Board, or a committee thereof, shall review the grievance and will within thirty (30) calendar days of receipt of the grievance, hold a hearing with the employee and the Grievance Representative, and shall render a decision in writing within (30) calendar days of receipt of the grievance by the Board of the date of the hearing with the employee, whichever comes later.

5. Level Five

If the employee is dissatisfied with the decision of the Board, then within five (5) school days of the date on which the Board responded, or should have responded, the Association may submit the matter to the Public Employment Relations Commission for arbitration. A copy of such submission shall be simultaneously served upon the Secretary/Business Administrator of the Board of Education.

6. Arbitration Procedures

(a) Upon submission of a request for arbitration to the Public Employment Relations Commission, the parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.

(b) The arbitrator so selected shall confer with representatives of the Board and the Association and hold hearings promptly and issue a decision no later than twenty (20) calendar days from the date of the close of hearing, or if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him/her, or from the date the final briefs are submitted by the parties. The arbitrator shall be limited to the issues and facts submitted to him/her and shall consider nothing else. The arbitrator shall be without jurisdiction to add to, subtract anything from, or modify in any fashion the Agreement between the parties. The arbitrator's decision shall be in writing and set forth his/her findings of fact, reasoning, and conclusions

on the Issues. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final.

(c) The costs for the services of the arbitrator shall be borne equally by the Board and the Association.

(d) Every reasonable effort shall be made to conduct hearings after regular hours of employment whenever arrangements can be made. If the arbitrator is available only during the regular scheduled school day, the allowable times off with pay shall be limited to a maximum of three (3) work days solely for this purpose and will not affect those days specified in Board policy.

(e) All meetings and hearings under this procedure will not be conducted in public and shall include only such parties of interest and their designated or selected representatives heretofore referred to in this document.

(f) All time limits are maximums and the intent is to handle all grievances as expeditiously as possible.

(g) 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.

D. Forestalling Grievances

Notwithstanding the specific procedures set forth above, nothing contained herein shall preclude an employee from meeting informally with the Superintendent of Schools in order to discuss an impending grievance and forestall its occurrence.

ARTICLE VIII

TEACHER WORK YEAR

The Superintendent and his/her advisors will consult (meet) with the Association on the preparation of the school calendar prior to submitting it to the Board of Education for adoption. Subsequent changes shall be made only after consultation with the Association. The Board has the right at all time of final approval of the calendar.

Effective July 1, 2011, the work year shall consist of 182 days for students, 185 for existing staff and 187 for new staff. The work year for a Program Leader shall be 185 days during the academic year, plus an additional 3 days during the Summer break, at a salary of \$5,700 plus up to ten days in the summer break, at the discretion of the Superintendent, at a salary of \$325.

Professional days shall not exceed two consecutive days at any one time. All non-tenured teachers will participate in 10 hours yearly of after school professional workshops that are district sponsored and/or authorized. As often as is feasible, workshop presenters will be drawn from District staff who will receive an extra-pay stipend at the workshop rate. Tenured teachers may also earn professional development hours by choosing to participate in district sponsored and/or authorized after school workshops.

Martin Luther King day shall be a legal holiday with no in-service training. The Board reserves the right to use this day as a school day in case of emergency.

There shall be a single session day on the day before Thanksgiving. The last three school days shall be single session days for students in all district schools. Any teacher having a graduation duty shall have a single session on graduation day.

ARTICLE IX

NOTIFICATION OF CONTRACT

Teachers shall be notified of their employment and salary status for the ensuing year no later than May 15, or such date as found in N.J. S. 18A. Notices and/or contracts shall be returned, signed by the employee, within two (2) weeks of receipt of said notice or contract. After seven (7) working days the Board shall provide the Association President with a list of personnel who will not be returning to the district.

ARTICLE X

POSTING

A. When a new, administrative, promotional, or extra pay position becomes available in the district, notice to the staff shall be posted in the office of each building.

B. 1. The term "promotional" refers to an administrative opening such as Superintendent, Director of Curriculum Administration, Supervisor, Principal, Vice Principal, or any similarly defined position that may be subsequently established.

2. The term "extra pay" position refers to an extra or co-curricular position for which additional compensation in the form of money or reduced load is offered.

3. The term "new position" refers to a newly created position within either of the above two categories.

ARTICLE XI

TEACHER ASSIGNMENT

The Superintendent will advise teachers of their building/class and or subject and room assignment for the coming year at the earliest date possible but no later than the last day of school.

All above assignments are subject to change if subsequently deemed necessary for the proper operation of the system and notification of change shall be forwarded immediately to the teacher.

ARTICLE XII

TEACHER HOURS AND LOAD

A. The work week, exclusive of extended day meeting times, shall consist of 2235 minutes or four 7 ½ hour days and one 7 ¼ day which shall be Friday or the last workday of the week. The work day on the first and third Monday of the month shall be extended to 8 hours for the purpose of faculty and related professional meetings. If the first or third Monday of the

month falls on a holiday, the next Monday's work day will be extended to 8 hours to allow for faculty and related professional meetings. On the third Monday of the month (the 8 hour day) all faculty will be responsible for only 7 extended days, omitting September, December and June. Three more extended days will be added to those already cited. These days will also be eight (8) hours long, with the extension to be used for collaborative professional work to improve educational programs. Dates to be determined by the Superintendent and approved by the LEA. All faculty, committee meetings and staff development programs shall be held on the 8 hour days. The hours of the work day shall be scheduled between 7:30 a.m. and 4:00 p.m. in consultation with building committee.

A. For the 2011-2012 academic year, the high school teachers' and specialists' schedule shall conform to the current daily schedule and consist of:

1. Five class assignments except for teachers of science laboratory courses. For these, a full assignment will consist of four course sections plus the lab associated with each section.
2. Not more than 1,125 minutes of instruction per week
3. Not more than one period of assigned duty per day.
4. A 44 minute duty free lunch.
5. The remainder of the work day will consist of lesson preparation with the exception of up to 15 preparation periods per year devoted to instructional program improvement.

B. In the event that the high school adopts a program schedule beginning in the 2012-13 academic year that features eight instructional periods of 58 minutes each, and six class meetings per day plus lunch that rotate over an eight day cycle; then the high school teachers' and specialists' schedule shall consist of:

1. Five class assignments
 2. Not more than 870 minutes of instruction over the 4 days of the class rotation cycle.
 3. Not more than 3 periods of assigned duty over the 4 days of the class rotation cycle.
 4. A 44 minute duty free lunch each day.
 5. The remainder of the rotational cycle will consist of lesson preparation with the exception of up to 15 preparation periods per year devoted to instructional program development.
- C. The Program Leader's week shall include
1. Not more than 880 minutes of instruction;
 2. Not less than 220 minutes of duty free lunch;
 3. The remainder of the week shall be devoted to PROFESSIONAL PREPARATION AND TO THE DUTIES OF THE PROGRAM LEADER.
- D. The middle school teachers' and specialists' week shall include:
1. Not more than 1,125 minutes of instruction
 2. Not less than 360 minutes of professional preparation including a minimum of 3 common planning periods per week.
 3. Not more than 90 assigned duty minutes. The building principal will honor all reasonable requests for duty rotations.
 4. Not less than 225 minutes of duty free lunch;
 5. The remaining 435 minutes will be allocated among homeroom, passing time, office hours and extra curricular activity.
- E. The ACS teacher's and specialist's week shall include:

1. Not more than 1400 minutes of instruction;
2. Not less than 315 minutes of professional preparation exclusive of travel time during the student instructional day. All ACS teachers and specialists will be given two 45 minute common planning periods per week, which will occur during the student instructional day.
3. Not less than 225 minutes of duty free lunch.
4. The remaining 385 minutes will be allocated between office hours and extracurricular activities.
5. ACS grade level teachers may be required to participate along with the specialist teacher in computer science and science classes only.

F. Grades K-5 Parental Conferences shall be scheduled in the following manner:

1. Not more than 5 parental conference days per year, two of which may be in the evening
2. Evening conferences shall be scheduled from 6:00 – 7:30pm *and from 7:00 – 8:30pm*. There shall be a single session day on any day of evening conferences. These evening conferences shall not be scheduled before a holiday or a day off.

G. Grades 6-8 Parental Conferences shall be scheduled, on a Thursday, in the following manner:
Afternoon conferences shall be scheduled from 3:30 – 5:00 p.m. and evening conferences shall be scheduled from 6:30 – 8:00 p.m... These evening conferences shall not be scheduled before a holiday or a day off. The following Friday shall be a single session day.

H. Any teacher who volunteers to teach an additional class over the teaching minutes stated above shall have his/her base salary increased by \$5,500 for a semester course and \$11,000 for a year's course pro-rated to 182 days. These teachers will not be

assigned a duty in the interest of providing ample time for additional class preparation and grading responsibilities. Academy staff members who begin work at 6:45 a.m. and end at 3:15 p.m. teaching a full load will receive a stipend of \$7,750 for coming in at 6:45 a.m. If this teacher works an additional period, an additional stipend of \$11,000 will be applied.

- I. The time ratios in Section B (1-5) and D (1-4) of this Article shall be maintained and all preparation and lunch periods will be given in ratio to teaching minutes.

- K. Teaching staff will have a minimum of 3 school days after the close of each marking period to submit all grades.

ARTICLE XIII

RIGHT TO EXAMINE PERSONNEL FILES

A teacher shall have the right, upon request, to review the contents of his/her personnel file and to receive a copy at Board Expense of any documents contained therein. In the event that additional copies are requested, the district equipment and supplies shall be made available to the teacher and/or an authorized Association Representative to duplicate the necessary papers.

A teacher shall be entitled to have a representative of the Association accompany him during such review. A teacher shall have the right to indicate 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, or the Principal and his/her designee, and the teacher, and if mutually agreed upon, all copies shall be destroyed.

If no mutual agreement occurs between the teacher and the Principal, a decision will be arrived at by the Superintendent.

ARTICLE XIV

TUITION REIMBURSEMENT

A. Tuition Refund Policy

It is the policy of the Board to encourage members of the professional staff to continue their education so that ability and skill will improve constantly. To this end, the Board will refund a percentage of the tuition and fees expended by members of the professional staff who are in its employ according to the provisions appearing in this contract. Such courses must be in addition to those required by the New Jersey Department of Education for standard certification in the area in which the applicant is employed.

B. Administrative Rules and Regulations

1. Upon recommendation of the Superintendent and approval of the Board of Education, reimbursement shall be made for tuition for approved courses successfully completed in the amount of 50% for those on the A, B or C salary scales of the amount shown on the bursar's receipt up to a maximum amount of \$2200 for an individual for one school year including summer session.
2. To be approved, courses must appear in the standard catalog of an approved institution as graduate level and must be beyond the minimum required for standard New Jersey teaching certification.
3. Courses for which a tuition refund is requested must be proposed to the Superintendent on forms provided for that purpose and receive his/her written approval before the first meeting of the course. If the course is discontinued by the college, registration is closed, or some other reason beyond control of the applicant, a request for approval of a substitute course may be presented not later than the third week of the semester.

4. Approved courses must be either in a subject matter field corresponding to the employee's present assignment or area requested by the Superintendent. Acceptance or rejection of the course(s) will usually be made in writing by the Superintendent within two (2) days of application, but when further information is requested, or unusual circumstances are introduced, additional time will be taken to ensure fairness.
5. Courses subsidized by any governmental agency, foundation, or other agency or institution will be ineligible for reimbursement. However, when such subsidy represent less than 50% of tuition and fees, reimbursement may be added to such subsidy to a total of 50% of the cost, provided the course meets all other requirements listed here.
6. Evidence of successful completion of a course shall be presentation of an official final report showing a mark of B or successful completion in a course not awarding a letter grade as set by the institution attended and an official bursar's receipt showing payment of tuition and fees involved. Where no grade is normally offered, a written statement from an official of the school attended attesting to the quality of the work shall be assumed equivalent. Such evidence shall be presented to the Superintendent prior to the presentation of recommendation for reimbursement to the Board of Education and shall be entirely the responsibility of the person involved. When a teacher is enrolled in an approved graduate degree program, the Superintendent may approve the total program, thereby waiving separate approval of each course. Such a teacher shall maintain an average of B or equivalent for the program completed to date for reimbursement.
7. Recommendations for reimbursement shall be presented to the Board of Education by the Superintendent for consideration of payment at the next meeting. Reimbursement will not be approved for anyone not under contract.
8. No request shall be considered more than six months after completion of the course which will be deemed to be the last scheduled meeting of the class and not to include extensions or special arrangements.

9. No retroactive application may be accepted.
10. The school year shall be from July 1 to June 30th for purposes of these regulations.
11. When the Superintendent so recommends and the Board approves, full costs may be assumed by the Board when employees are requested to participate in course, workshops, or institutes for the benefit of the Leonia Public Schools.
12. Exceptions to the above requirements may be granted on the recommendation of the Superintendent and the approval of the Board of Education. Such approvals should be sought and given prior to enrollment in the questioned course.
13. Upon recommendation of the Superintendent and the Supervisor under whom a secretary is directly employed, and approval of the Board of Education, reimbursement shall be made for approved course, regardless of graduate or undergraduate, successfully completed in the amount of 50% for a secretary employed in the district, up to \$1000.

ARTICLE XV

SICK LEAVE POLICY

- A. All teachers and teacher assistants shall be allowed ten (10) days 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 1 and June 30th. In addition, all teachers shall be allowed one (1) non-accumulative sick day with full pay. The one non-accumulative sick day will be used after the ten days for that year and have no effect on the total past accumulated days that any teacher has earned in the district..

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

- B. Each employee shall file a statement following absence and may indicate on the form "personal illness". However, further specific details may be requested by the Administration.
- C. Absence for illness may require submission of a doctor's certificate stating he was in attendance upon the employee and certifying the absent employee is able to resume his normal duties. When he is available, the district's Medical Examiner may be utilized to certify whether an employee is able to resume his normal duties.
- D. No employee is entitled to receive pay for sick leave when not actually sick.
- E. Each teacher shall be given in duplicate, a written account of accumulated sick days by September 30th each year. The duplicate copy shall be signed and returned to the Superintendent's office.
- F. All secretaries are entitled to one (1) sick day for each month worked, i.e. 12 month secretaries 12 days. In addition, all secretaries shall be allowed one (1) non-accumulative sick day with full pay. The non-accumulative day will be used after the basic days for that year and have no effect on the total past accumulated days earned in the district. 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.
- G. Any employee who retires according to the provisions of the Teachers' 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 \$25 per day
 - The next fifty days at \$75 per day
 - The next one hundred days at \$100 per day

Reimbursement for accumulated sick days shall not exceed \$15,000. Employees must notify the Superintendent of Schools of their impending retirement no later than January 1, prior to the date of retirement in

order to receive reimbursement for accumulated sick leave benefits on July 1 of the next school year.

H. For purposes of accumulated sick leave, a prorated formula of one sick day for each month of employment during a given year shall apply in the following cases:

1. Any employee hired after the school year commences
2. Any employee notifying the Board of Intent to resign
3. Any employee taking an unpaid leave of absence for part of the school year.

Prorating of sick leave shall not apply in the following cases:

1. if all contractually agreed upon sick leave has been used prior to resigning or going on leave
2. if the employee is retiring according to TPAF or PERS provisions for immediate benefits
3. if the employee has been granted a sabbatical

In any and all cases, sick days may be used consecutively.

ARTICLE XVI

SABBATICAL LEAVE

The Board of Education recognizes the value of providing staff with opportunities for sabbatical leave for specific professional growth such as, but not limited to, advanced college work, government projects and research. The Board of Education may approve sabbatical leave upon the recommendation of the Superintendent of Schools. Such sabbatical leave may be approved for either one (1) full year and one-half pay, or one half (1/2) year at full pay. However, if the staff member received an honorarium, stipend or any other remuneration and if with such payment and that paid by the Board exceeds that annual salary as a teacher, the Board's payment shall be reduced accordingly. Teachers to be eligible must have at least seven (7) years of service in Leonia. An application and prospectus for specific activities must be presented to the Superintendent in writing by February 1 of the previous year. The intent of the prospectus must show not only additional professional improvement but also subsequent benefit for the children of the school district. The prospectus shall delineate how such benefit shall be implemented. Written assurance of intention to return to Leonia following the leave not to exceed two (2) years, and agreement to serve on the staff for a specific time to be determined in consultation with the Superintendent are required. No more than the equivalent of two (2) full year leaves may be granted in any one (1) year. A decision by the Board will be made by March 31st.

ARTICLE XVII

TEMPORARY LEAVES OF ABSENCE

- A. Teachers shall be entitled to the following temporary accumulative leaves of absence with full pay for each school year:
 - 1. Three days leave of absence for legal, business or family matters which cannot be scheduled except during school hours. Application for these leaves shall be made in writing at least

three days before taking such leave, except in cases of emergency, approval to be granted by the Superintendent upon the recommendation of the Principal.

This type of leave may not be used for gainful employment or extending a holiday or vacation period. Should a pattern of abuse be suspected, the Superintendent may request substantiation. This substantiation shall not infringe on a teacher's right to privacy.

"Unused personal days shall be added to the teacher's accumulated sick days at the end of the school year."

- B. Teachers shall be entitled to the following non-accumulative leaves of absence with full pay for each school year:
 - 1. Five working days will be allowed to teachers to complete a five day bereavement leave directly following the death of a member of an employee's immediate family. Three (3) days will be allowed to teacher assistants to complete a three (3) day bereavement leave directly following the death of a member of an employee's immediate family. If the death occurs during the holiday, winter or Spring recesses, the five day leave must be taken during a five (5) day period directly following the death for teachers and during a three (3) period directly following the death for teacher assistants. For purposes of this article, the immediate family shall be limited to spouse, children, grandchildren, parents, siblings, grandparents, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, live-in companion and wards. For purposes of this Article, a ward shall mean a person over whom, or over whose property, the teacher or teacher assistant is appointed guardian. One day bereavement will be allowed for other than family listed above.
 - 2. One day will be allowed to an executor or executrix of a Will for the administration of the estate, upon proper documentation.
 - 3. Two days illness in the family.
 - 4. (a) Three (3) days subpoena leave. Additional days to be granted at the discretion of the Superintendent

- (b) Time spent honoring a subpoena on behalf of the Board of Education shall be treated as work time.
5. Jury Duty
- (a) Teachers shall receive full pay while on jury duty and shall endorse any remuneration exclusive of travel allowance, over to the Board of Education.
 - (b) Any teacher receiving a summons for jury duty must report it to the Building Principal within two working days of receipt.
 - (c) At the discretion of the Superintendent, postponement may be requested for the given teacher. If such is not granted, letter (a) applies.
6. Leaves taken pursuant to this section shall be in addition to any sick leave to which the teacher is entitled.
7. Leaves taken pursuant to this section and the leaves allowed in Article XV, Sick Leave, and Article XVI, Sabbatical Leave, shall constitute the only paid leaves allowable in this contract and supersede all past practice and decisions covering this matter.
8. If an employee has been hired after the school year has commenced or has notified the Board that he/she is either resigning during the school year or taking a leave of absence for part of the school year, then the employee's entitlement to temporary leaves of absence in accordance with A1 of this article shall be prorated.
- (a) any employee hired after school commences but before November 30 shall be entitled to two and one-half (2 1/2) days
 - (b) any employee hired after November 30 but before February 28 shall be entitled to two (2) days
 - (c) any employee hired after February 28 but before April 30 shall be entitled to one (1) day
 - (d) any employee hired after April 30 shall be entitled to one-half (1/2) day
 - (e) any employee beginning a leave after school commences but before November 30 shall be entitled to one (1) days

- (f) any employee beginning a leave after November 30 but before February 28 shall be entitled to two (2) days
- (g) any employee beginning a leave after February 28 shall be entitled to two and one-half (2 1/2) days

C. Maternity/Paternity/Child Rearing

1. This type of leave shall be given in connection with the birth of a child or receiving custody of an adopted child. In the case of an employee adopting a child, child rearing leave shall commence upon receipt of custody of said child, or earlier if necessary to fulfill the requirements for the adoption. Maternity/Paternity child rearing leave shall be either a semester or school year in length. Any leave following C2 shall be unpaid with the exception of leaves required to obtain custody of an adoptee. An employee adopting a child shall be eligible for a maximum of five days of paid adoption leave to fulfill the requirements of the adoption. Application for such leave must be submitted to the Superintendent no later than 30 days prior to its commencement, where possible. At the time of application, it must be stated which time period, a semester or year, the teacher wishes to use. Should the teacher select a semester's leave, the return date shall be determined by the schedule of the teacher's home school. For either time period of leave, an earlier or later return day may be established by mutual agreement between the Board and the teacher. If mutual agreement cannot be reached, the original return date shall stand. Two paternity days will be allowed for male employees following the birth and/or adoption of a child.
2. During the period of pregnancy disability, as determined by the written certification of her physician, the teacher shall, at her option to be exercised in writing, be entitled to utilize her accumulated sick leave.

D. Return From Leave

Subject to applicable law, teacher shall return from long term, non-medical leave on the first day of the next marking period, the date to be determined by the schedule of the teacher's home school. An earlier return date may be established by mutual agreement between the Board and the teacher. The

failure to reach an agreement shall not be subject to the grievance procedure.

"Long Term" shall be defined to mean leave in excess of 20 consecutive work days.

"Home school" shall be defined to mean that school in which a teacher performs the majority of his/her professional duties.

ARTICLE XVIII

INSURANCE PROTECTION

- A. Insurance Protection as found in Article XIX of the 1993-96 agreement shall remain in force. If an alternative is desired by either party, a committee representing equally the Board of Education and Association shall be established. The committee shall be empowered to investigate and determine a carrier offering equal or better coverage. As per N.J.S. 18A:18A-37, the Board of Education shall have final authority on the choice of carrier. In the event of an alternative selection, the Board of Education shall provide reasonable advance notice to its employees and arrange for the transfer with as little disruptions as possible. In accordance with statues pertaining to transfer of group coverage, there can be no lapse of coverage or loss of benefits as the result of said transfer.
- B. Should the Board of Education change health insurance carriers prior to June 30, 2009, the board shall provide health insurance coverage that is equal to or better than the current plan. Should the Board of Education change health insurance coverage after July 1, 2009, the new plan will be equal to or better than the School Employee Health Benefits Program.
- C. The Board shall provide a maximum of \$10 per month for income protection insurance for each secretary. The carrier used shall provide benefits equal to or better than the current coverage.
- D. Sections A, B, and C shall apply to teacher assistants who work 20 or more hours per week. Anyone hired as of July 1, 1996 shall be covered after 35 hours of work per week.
- E. The Board will provide Health Benefits in accordance with the requirements of the Domestic Partnership Act.
- F. The Board shall provide the Horizon Direct Access Health Insurance Plan.

The information stated below is a copy of the insurance protection as found in Article XIX of the 1993/96 agreement:

- A. *The Board of Education will make available at its expense Blue Cross, Blue Shield and Rider "J" plus Major Medical Insurance under the State Insurance Plan to all teachers and to their families.*
- B. *The Board of Education will make available to all teachers and their families a dental insurance plan at Board expense under the Horizon Healthcare Dental Services plan, entitled "Usual, Customary and Reasonable Fee Concept; co-payment Basis 50/50 with a \$1,000 maximum per patient per calendar year."*
- C. *The LEA will review various Dental Providers which may exceed the cost of the current plan, this difference is to be paid by the employee.*
- D. *The same coverage shall cover any new teachers employed and it shall commence on the first working day or as soon thereafter as coverage can be obtained.*
- E. *The Board shall provide a maximum of \$10 per month for income protection insurance for each secretary. The carrier used shall provide benefits equal to or better than those offered by Washington National.*
- F. *Sections A, B, C and D shall apply to all teacher assistants who work twenty (20) or more hours per week. No other section shall apply to teacher assistants.*

ARTICLE XIX

SALARIES

- A. The salaries of all employees covered by this Agreement are set forth in appendices which are attached hereto and made a part thereof.
- B. Teachers employed on a ten (10) month basis shall be paid in either twenty (20) equal semi-monthly installments, on the fifteenth and last day of the month from September through June or in ten (10) equal monthly installments payable on the last day of the month.
- C. A summer savings plan shall be available to all teachers wherein, if they sign and submit to the Business Office, the appropriate forms on or before the third day of school in September, a fixed amount, in \$10 units, shall be deducted every month and deposited to a savings account in the employee's name and under his control. This account shall be with the Paragon Federal Credit Union. The decision, once authorized, shall be irrevocable for one school year. Deposits will be mailed no later than the last day of the month for all months except December and June when deposits will be deposited no later than the tenth of the following month. The option shall be elected annually no later than September 10th by each individual.
- D. When payday falls on or during a school holiday, vacation or weekend, teachers shall receive their paychecks on the last previous working day.
- E. Teachers shall receive their final checks on the last working day in June provided that the Attendance Register and all other assigned duties have been completed.
- F. Sections A, B and D shall apply to all teacher assistants. No other section shall apply to teacher assistants.

ARTICLE XX

SECRETARIES

- A. The position of 10 month secretary shall be eliminated. All secretarial positions in the district shall be for 12 months. Any secretary employed as of June 30, 1996 whose employment status is changed from 10 or 11 months to 12 months shall be included in the "grandfathered" benefits stated below.
- B. The work day shall be 7 1/4 hours exclusive of lunch. Secretaries shall have flexible amount of lunch time. Each secretary may elect to take a lunch period ranging from one half hour up to an hour. Each secretary shall have the right to choose differing amount of lunch time per day in consultation with the immediate supervisor.
- C. Vacations
- Each secretary shall receive one vacation day for every two months worked in the first year; after the first year, each secretary will receive 2 weeks of vacation. After working five years, each secretary will receive three weeks of vacation, after working 9 years, each secretary will receive four weeks of vacation. Secretarial vacation time shall accrue and be determined on the anniversary date, beginning July 1, 2005. Secretaries may convert unused emergency closings to vacation days.
- D. Holidays
- Twelve month secretaries shall be entitled to 19 paid holidays per year.
- E. Longevity
- A longevity stipend of \$750.00 shall be paid beginning with the 12th year of service in the district. A longevity stipend of \$1250 shall be paid beginning with the 17th year of service in the district. Longevity stipends are non-accumulative.
- F. Principals secretaries employed as of June 30, 1996 shall continue to have the accumulative differential of \$300 for the first year and \$200 for subsequent years, up to a total of 10 years.

Vice principals, child study team and guidance secretaries shall have an accumulated differential of \$200 for the first year and \$150 for subsequent years, up to a total of ten (10) years.

G. Substitutes

Secretaries shall follow the same procedure as teachers in notifying the district of their absence.

H. Overtime

In the event that it should be necessary for a secretary to work overtime, the following procedure shall be used:

1. Volunteers deemed qualified by the appropriate administrator shall first be sought.
 2. Barring an emergency situation, the secretary shall be given a minimum of one day's notice when feasible.
 3. Overtime shall be assigned on a rotating basis among those deemed qualified by the appropriate administrator beginning with the least senior secretary in each building unless the work to be done requires specific skills.
 4. Compensation for overtime shall be time and one-half in money or time.
 5. Any secretary working between 35 and 40 hours per week may elect to "bank" the overtime hours. "Banked" hours may be taken upon mutual agreement between the secretary and the immediate superior. Any hours worked over 40 hours per week shall be paid for in time and one-half.
 6. A form will be used on which the secretary will indicate the method of payment.
- i. In the event unit members must be laid off, said layoff will be made on the basis of district-wide seniority, insofar as the employee(s) making the seniority claim is/are deemed by the appropriate administrator to possess the necessary job skills and qualifications to perform in the position being claimed. Seniority shall be defined as continuous employment time in the Leonia School system. In the event a vacancy occurs, laid off employees shall be entitled to recall in order of seniority so long as the

employee making the recall claim possess the skills and qualifications to fill the vacant position.

ARTICLE XXI

PART TIME TEACHERS

Part time teachers shall be defined to mean a teaching staff member within the categories listed in Article I, Recognition, Paragraph A, who work less than full time.

Part time teachers shall be entitled to a pro-rata share of all benefits and salary. Insurance protection shall be granted to those teachers who are contracted to work 25 or more hours per week.

ARTICLE XXII

EVALUATION PROCEDURE

- A. Non-tenured teaching staff members shall be evaluated in accordance with the procedures set forth in N.J.A.C. 6:3-1.19
- B. The negotiated evaluation procedure as found in Appendix IX shall be the sole instrument used for evaluation of tenured personnel. The negotiated evaluation procedure as found in Appendix X shall be the sole instrument used for the evaluation of the position of Department head and any subsequent Middle School leadership positions that may be created.
- C. The material relative to evaluation, criteria, applicable job description(s) and procedure shall be given to all staff no later than the first workday.

ARTICLE XXIII

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, that for that duration neither side shall be obligated to enter into further negotiations regarding any matter not specifically designated by clear and express language within this Agreement.
- B. This agreement represents and incorporates the complete and final understanding and settlement by the parties with regard to all matters which were the subject of negotiation.

ARTICLE XXIV

PERSONAL PROPERTY

The Board will reimburse any staff member up to \$350 for personal property that is vandalized or destroyed during specific disciplinary action or as a direct result of disciplinary action taken by the staff member. Such claims shall be documented and placed before the Superintendent of Schools for approval and action.

Staff members will be expected to comply with Board Policy #3450 --- Money in School Buildings --- which stipulates that, "in no case shall money be left overnight in schools except in the school safe provided for the safekeeping of valuables"

Staff members entrusted with school funds, who exercise common sense and due diligence in their funds management shall not be held liable for a loss of such funds. In such a circumstance of loss, the administration and the LEA must mutually agree that the staff member has exercised common sense and due diligence. Staff members who fail to exercise common sense and due diligence will be expected to reimburse lost money for which they are responsible.

ARTICLE XXV

TEACHER ASSISTANTS

- A. The teacher assistant's work day shall be no longer than seven (7) hours, exclusive of lunch.
- B. Any hours worked over forty hours shall be paid for at the rate of time and one half.
- C. Teacher Assistants shall follow the same procedure as teachers in notifying the district of their absence.
- D. Teacher assistants shall have one personal and three bereavement days for family members listed in Article XVII – B1 per year, paid, pro-rated to time worked, non-accumulative, if working less than 35 hrs. per week. The bereavement days must be taken in the three (3) day period directly following the death.
- E. Teacher assistants shall be notified of their employment status for the following year no later than the date stipulated by law. If not notified in a timely manner, they shall be eligible for unemployment compensation retroactive to the date stipulated by law.
- F. All teacher assistants, who are employed for 90 days or more, will be entitled to three paid holidays – Thanksgiving Day, New Year's Day and Memorial Day.
- G. Teacher assistants shall be paid for their regular hours on a delayed opening or emergency early dismissal.

ARTICLE XXVI

MENTOR TEACHERS

- A. Mentors shall be chosen assigned, and trained according to the district Mentoring plan developed by the Local Professional Development Committee (LPDC), as approved by the Board of Education.
- B. Mentor teachers shall be provided with sufficient time within the school day to visit their Mentee's classroom as needed and to observe the Mentee's teaching, so as to provide feedback and assistance. Mentees will similarly be provided time to observe and learn from their Mentors.

Mentor and Mentee meetings are not to be scheduled during the school day except during the teacher's lunch or preparation periods.

- C. Mentors shall not directly or indirectly evaluate a provisionally certified teacher, except as part of the agreed upon mentoring program

Mentors shall not be required to observe the provisionally certified teacher in the classroom for purposes of evaluation; i.e. continuation or tenure decisions.

Mentors will not be asked to share data from their observations of Mentees.

ARTICLE XXVII

REPRESENTATION FEE

- A. PURPOSE OF FEE

If an 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. The purpose of this fee will be to offset the employee's per capita

cost of services rendered by the Association as majority representative.

B. NOTIFICATION AND AMOUNT OF FEE

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The amount of the representation fee to be paid by nonmembers will be calculated by the Association annually, but in no event shall the representation fee exceed eighty-five percent (85%) of the regular membership dues.

C. 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 deductions 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 her or his employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a nonbargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

a. Termination of Contract

If an 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.

- b. Except as other 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 (A) 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 received said notice.

4. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.

- D. The Association agrees to save the Board of Education harmless from any claims or expenses raised against it pursuant to the Board of Education fulfilling its contractual obligations in accordance with the terms of this Article.

ARTICLE XXVIII

DURATION OF CONTRACT

This Agreement, after approval by the Board of Education and the Leonia Education Association, shall become effective June 15, 2011 to June 30, 2013, and for each year thereafter provided, however, that if either party desires to request a change in any terms thereof after June 30, 2013, it shall notify the other party in accordance with Article II.

IN WITNESS WHEREOF, the Board has caused this Agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed herein, and the Association has caused this Agreement to be signed by its President and Secretary.

WITNESS: LEONIA BOARD OF EDUCATION

Julia DePinto Perez By: Jeffrey McCartney
Board Secretary Board President

Dated: 6/15/11

WITNESS: LEONIA EDUCATION ASSOCIATION

Laura Kosmich By: Walter Troike
LEA Secretary President

APPENDIX I

DEFINITION OF SCALE

TEACHERS:

- A. **Scale A**
A candidate for scale A will hold a Bachelor's degree. Bachelor's degree shall mean a Bachelor's degree conferred by a College or University whose courses for such a degree are acceptable to the State Board of Examiners for certification purposes.
- B. **Scale B**
A candidate for Scale B will hold a Master's degree. Master's degree shall mean a Master's degree conferred by a College or University whose courses for such a degree are acceptable to the State Board of Examiners for certification purposes. The Master's degree will be in any area deemed advantageous to the school system by the Board or in the area of instruction being taught by the teacher. Teachers under contract for the 1971-72 year will advance from Scale A to Scale B at any time in the future if they hold a Bachelor's degree plus thirty (30) graduate credits beyond this degree as long as he/she is employed.
- C. **Scale C**
A candidate will hold a Master's degree conferred by a College or University whose courses for such a degree are acceptable to the State Board of Examiners for certification purposes plus thirty (30) additional semester hours in graduate courses approved by the Board.
- D. **Scale D**
A candidate for Scale D shall hold an earned Doctorate. Such a degree shall be conferred by a College or University whose courses for such a degree are acceptable to the State Board of Examiners for certification purposes.
- E. All professional staff will receive remuneration for workshops attended as noted in Appendix VII.
- F. A longevity stipend shall be paid over and above the top step on their appropriate scale to professional staff members who are commencing their sixteenth year of employment in Leonia and

each year thereafter. Beginning the school year 2008/09, the stipend will be \$1000 for those commencing their 16th year of employment in Leonia, \$2,000 for those commencing their 21st year of employment in Leonia and \$2,500 for those commencing their 26th year of employment in Leonia. Longevity stipends are non-accumulative.

APPENDIX II

RIGHT OF WITHHOLDING

The Association realizes the necessity to maintain professional standards; therefore we recognize the Board's right to hold a teacher on current salary but only in accordance with the following procedures:

1. Recommendation for withholding of teacher's increment must be initiated by the administration and proceed through appropriate lines of communication.
2. A teacher must be informed in writing of the administration's intent to recommend withholding at least thirty (30) calendar days prior to actual recommendation. It is the intent that this 30-day period be used to correct the problem.
3. At the end of the 30-day period, the teacher must be informed in writing that the recommendation has been forwarded to the Board in which case the teacher shall have the right to a hearing before the Board prior to the Board taking action on the recommendation. The teacher shall have the right to be represented at the hearing by a person of his/her choice.
4. Whenever possible as a matter of equity and reasonableness, the Board shall render its decision prior to July 1st.
5. If still dissatisfied, the teacher shall have the right to appeal to the State Commissioner of Education.

APPENDIX III

Salary Guide 2011-2012				
Step	A	B	C	D
1-2	44,680	47,130	49,580	52,030
3	45,430	47,880	50,330	52,780
4	46,180	48,630	51,080	53,530
5	46,930	49,380	51,830	54,280
6	47,680	50,130	52,580	55,030
7	48,430	50,880	53,330	55,780
8	49,180	51,630	54,080	56,530
9	50,035	52,485	54,935	57,385
10	51,135	53,585	56,035	58,485
11	52,335	54,785	57,235	59,685
12	53,635	56,085	58,535	60,985
13	55,535	57,985	60,435	63,377
14	58,325	60,775	63,225	67,086
15	61,245	63,939	66,762	71,520
16	64,295	67,405	70,607	75,790
17	67,475	71,534	74,628	80,317
18	70,785	76,228	80,013	85,595
19	74,225	81,115	84,365	89,379
20	77,795	84,820	88,351	94,378
21	81,495	87,741	93,262	98,357
22	90,320	95,687	100,461	105,100

Salary Guide 2012-2013				
Step	A	B	C	D
1	45755	48255	50755	53255
2-3	46505	49005	51505	54005
4	47255	49755	52255	54755
5	48005	50505	53005	55505
6	48760	51260	53760	56260
7	49510	52010	54510	57010
8	50260	52760	55260	57760
9	51010	53510	56010	58510
10	51860	54360	56860	59360
11	52960	55460	57960	60460
12	54160	56660	59160	61660
13	55460	57960	60460	62960
14	57360	59860	62360	65202
15	59940	62440	64940	68701
16	62680	65374	68197	72955
17	65580	68690	71892	77075
18	68640	72699	75793	81482
19	71860	77303	81088	86670
20	75240	82130	85380	90394
21	78780	85805	89336	95363
22	82480	88726	94247	99342
23	91245	96612	101386	106025

APPENDIX IV

SECRETARIES			
Year 1		Year 2	
2011-12		2012-13	
Step	Salary	Step	Salary
1-2	31533	1-3	33163
3	32533	4	34163
4	33533	5	35163
5	34533	6	36163
6	35533	7	37163
7	36533	8	38163
8	37533	9	39163
9	38533	10	40163
10	39533	11	41163
11	40533	12	42163
12	41533	13	43163
13	42958	14	44518
14	44383	15	45873
15	45808	16	47228
16	47233	17	48583
17	48658	18	49938
18	50083	19	51293
19	51508	20	52648
20	52933	21	54003
21	54358	22	55358
22	55783	23	56713
23	57208	24	58068

APPENDIX V
COACHES' SALARY GUIDE

	11/12	11/12
	A Scale	B Scale
LMS		
Basketball	4176	4537
Baseball	4017	4219
Softball	4017	4219
Volleyball	4176	4536
Soccer	4176	4536
Track B&G	4017	4219
LMS		
Football		
Head	0	8699
Assistant	5730	6200
Monitor	5730	6200
Wrestling	7789	8339
Assistant	5730	6200
Basketball	8106	8734
Assistant	5730	6200
Track B&G	7632	8099
Assistant	5730	6200
Baseball	7632	8099
Assistant	5730	6200
Softball	7632	8099
Assistant	5730	6200
Volleyball	7632	8099
Assistant	5730	6200
Soccer	7632	8099
Assistant	5730	6200
Cross Cntry	5967	6436
Assistant		4854
Tennis B&G	5967	6436
Assistant	4304	4854
Golf	5301	5306
Bowling	5301	5306
Swimming	0	8096
Crew		4000*
Assistant		2000*

* Leonia BOE's contribution towards coaches' stipend.

- The district will provide each coach with one of the following:

Sweatshirt Sweater Jacket

- The district will provide an additional stipend of \$100 for county and/or state tournament participation beyond the normal schedule of events as agreed upon; for assistant coach - \$60.00 per event, if needed, at the discretion of the athletic director. A stipend would apply for middle school interscholastic coaches as well.
- Weight room supervisor will receive \$18.00 per hour - must be Board approved.

Any coach who drives students during sports season will receive \$40 per event; other than sport season will receive \$50 per event.

- Scale = In District - 1 year - B Scale
 Out of District - 1 to 5 years - B Scale

APPENDIX VI

EXTRA PAY FOR EXTRA SERVICES

		2011-2013 Rate
ACS	AV Coordinator	1093
	Treasurer	1150
	Student Senate	798
	Director of Dramatics	1500
	Literary Magazine	1073
LMS	Director of Dramatics	1500
	Treasurer	2025
	Newspaper Advisor	1354
	Yearbook Advisor	1949
	Student Senate	1622
	Math Count	1244
	Literary Magazine	1093
	Junior Honor Society	1715
	Brain Busters	3700
	Service Club	600
	Jazz Band	1049
	Event Manager	1622
	A.M. Supervisor	\$47/hr
	Vocal Ensemble	1622
	Chamber Ensemble	1048
	Needlework Club	823
LHS	Debate Team	4200
	Director of Dramatics	5100
	Treasurer	4250
	Newspaper Advisor	1500
	Yearbook Advisor	2500
	Student Senate	1150
	Literary Magazine	750
	Service Club	1800
	Senior Class Advisor A- Per advisor	5000
	Senior Class Advisor B-	3000

	Per advisor	
	Senior Class Advisor C – Per advisor	2000
	Freshman Class Advisor	600
	Sophomore Class Advisor	600
	Junior Class Advisor	600
	PEP	1800
	Jazz Band	900
	Saturday School	300/sess.
	Senior Awards Assembly	2150
	National Honor Society	1800
	DECA Club	2500
	Quiz Bowl (Rutgers Challenge)	1500
	Wind Ensemble	900
	French Honor Society	600
	Spanish Honor Society	600
	Chinese Honor Society	600
	Latin Honor Society	600
	Science Honor Society	600
	Music Honor Society	600
	Detention Monitor – per hr.	48/hr.
	Bus Monitor – per hr.	48/hr.
	Strings Ensemble	900
	Women's Chorus	900
	Chamber Choir	900
	Men's Chorus	900
	Multicultural Club	1000
	Poetry Club	530
Dist.	Bloodborne Officer	996
Gen.	Bedside Teaching – per hr.	54
	Reg. school activities (after 3)	37
	Staff substitute – per period	62
	Evening parent conf. – per hr.	69
	Overnight Chaperone	176
	Workshop	42

APPENDIX VII

SUMMER SERVICES

ITEM	2011/13
Guidance/Teacher	1/200 yearly salary/ 20 days
C.W.E.	\$2215/10 days
Summer Music	\$175
Nurse	\$175
Workshop	\$175

* Responsibilities to be stipulated by participants to the Superintendent no later than June 1st.

APPENDIX VIII

TEACHER ASSISTANT SALARY GUIDE

Teacher Assistants

Years	<u>11-12</u>	<u>12-13</u>
1-5	\$19.47	\$19.96
6-10	\$20.24	\$20.74
11 or more	\$20.94	\$21.46

APPENDIX IX

THE EVALUATION PROCEDURE

The primary function of the evaluation is to be directed toward the identification and commendation of effective performance as well as to define areas requiring attention and to make recommendations which shall assist the teacher in improving instruction and develop his/her maximum potential.

While any evaluation process must of necessity serve as the basis for the reaching of administrative decisions on such matters as rehiring, the granting of tenure, or the withholding of increment, we wish to emphasize the positive purposes of evaluation as improving the effectiveness of the Individual practitioner, the inspiring of professional growth, and the shaping of a successful teaching career.

1. All teachers will complete a narrative self-evaluation which will be appended to the yearly summative evaluation. Teachers must consider student performance data as a necessary part of this self-evaluation.

2. Meaningful teacher evaluation – whether for appraising an individual or for providing feedback on instruction – requires more than classroom observation. For this reason, instructional artifacts such as classroom assignments as well as lesson and unit plans should be regarded as important pieces of data for inclusion in the evaluation process.

DESCRIPTION OF OBSERVATION/EVALUATION CYCLE

1. Non-tenured classroom teachers

Each non-tenured teaching staff member shall be observed a minimum of three (3) times during each school year by a member of the administrative and/or supervisory staff of the district. By mutual agreement, any observation may be preceded by a conference between the teacher and a building administrator or supervisor for the purpose of discussing and developing their expectations of the observation.

2. Each tenured teaching staff member shall be formally observed at least once during the school year by a member of the administrative or supervisory staff of the district. Additional observations may be made should the administrator or supervisor deem them necessary. A minimum of three (3) observations/evaluations by three (3) different evaluators shall be required to deem a teacher unsatisfactory in the overall performance of his/her professional duties if the reason for the unsatisfactory rating is classroom performance. If there is no agreement among the evaluators, then a total of five (5) observations/evaluations is required. If any observation/evaluation is negative, the teacher may request that an additional observation/evaluation be held and such request shall not be unreasonably denied.
3. Non-tenured professional support personnel (member of the Child Study Team, nurse, speech therapist, media specialist, etc.)

Each non-tenured member of the professional support staff shall be formally observed in the performance of his/her duties as outlined in the job description of his/her position, at least three (3) times during each school year by members of the administrative or supervisory staff of the district. By mutual agreement, any observation may be preceded by a conference between the teacher and a building administrator or supervisor for the purpose of discussing and developing their expectations of the observation.
4. Tenured professional support personnel – as indicated above for classroom teacher.
5. All observation reports will be written before any post observation conference.
6. Each observation will be conducted for the duration of one class period in the secondary and middle school and for the duration of one complete lesson in elementary school.

GENERAL PROCEDURES

1. ESTABLISHMENT OF GOALS - In compliance with state law, teachers will meet with their building administrator in the fall to

establish personal, professional goals for the school year. It is implicit that the one universal goal of the staff will be the performance of professional duties to the best of one's ability as outlined in the state guidelines and local teacher evaluation procedure. Additional goals should be mutually agreed upon by the supervisor and the teacher staff member. Individual goals will be reduced to writing within five (5) school days of the conference and signed by both parties.

2. OPEN EVALUATION - All monitoring observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher without the use of any audio or video equipment.
3. EVALUATION BY CERTIFICATED SUPERVISOR - Teachers shall be evaluated only by persons certificated by the New Jersey State Board of Examiners to supervise instruction.
4. The evaluation report may be written before or after any initial post-observation conference, but in no instance may such a report be submitted to the central office, placed in the teacher's file or otherwise acted upon, without further discussion with the teacher. No teacher shall be required to sign a blank or incomplete evaluation report.
5. DEROGATORY MATERIAL - No material derogatory to a teacher's conduct, service, character, or personality shall be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall have the right to submit a written answer within twenty (20) calendar days upon receipt of such material and this answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy. Any material not signed by the teacher within twenty (20) calendar days will automatically be placed in the personnel file.
6. NO SEPARATE FILE - The Board agrees to protect the confidentiality of personal references, academic credentials, and other similar documents but shall not establish any separate personnel file which is not available for the teacher's inspection.

OBSERVATION FORMAT

1. Each observation shall be conducted for a minimum duration of one class period in the secondary school and middle school and for the duration of one complete lesson in the elementary school.
2. The observation shall be followed within a reasonable period of time, but in no instance more than ten (10) workdays, except in extreme emergency, by a conference between the administrator/supervisory staff member who has made the observation and written evaluation and the teacher. Both parties to such a conference will sign the written evaluation report and retain a copy for his/her records. The teacher shall have the right to submit his/her written disclaimer of such evaluation within ten (10) days following the conference, and such disclaimer shall be attached to each party's copy of the evaluation report.
3. The signature of the staff member shall not necessarily represent acceptance of the report but shall constitute an acknowledgment that he/she has read its contents.

REPORTS

Evaluation reports shall be presented to each teacher by the evaluator who performed the observation. Such reports shall be written to comply with the guidelines set forth in N.J.A.C. 6:3-1.19 for non-tenured teachers and N.J.A.C. 6:3-1.21 for tenured teachers. Such reports shall be written in narrative form.

SUMMATIVE EVALUATION

All teachers who are non-tenured shall be in receipt of the summative evaluation form no later than April 30th, or the date established by the N.J.A.C. All other teachers shall receive a summative evaluation form no later than ten(10) days before the end of school.

At the conclusion of the summative evaluation report the administrator shall make a written assessment as to whether he/she finds the total performance of the professional staff member satisfactory or unsatisfactory. Said assessment shall be based upon his/her perception of overall performance.

The summative evaluation report shall be prepared in triplicate and signed by both the administrator and the staff member. The staff

member shall retain one copy, one copy shall be retained in the building administrator's office, and one copy shall be retained in the staff member's permanent personnel folder in the District Office. The staff member shall have the right to make additional comments or explanations on the form, within ten (10) days of receipt of the evaluation. The signature of the staff member shall not necessarily represent acceptance of the report but shall constitute an acknowledgment that he/she has read its contents.

LETTER OF AGREEMENT ON EVALUATION

By this letter, the Leonia Education Association and the Leonia Board of Education agree to form a Joint committee on Evaluation that will be convened during the 2008-2009 school year. The Superintendent and the LEA President will co-chair the committee which will be charged with developing standards for teacher self-evaluation and re-designing the observation instrument. Eight members will join the co-chairs: 4 selected by the Association and 4 by the administration. At least one of the members must be a program leader. The Joint Committee will present its recommendations by February 1, 2009.

APPENDIX X

DEPARTMENT HEAD/PROGRAM LEADER EVALUATION

- A. Each Department Head/Program Leader shall be evaluated in his/her teaching capacity according to Article XXII and Appendix IX of this agreement.
- B. The evaluation of the position of Department Head/Program Leader shall be as follows:
 - 1. a summative evaluation shall be written, separate from the teaching evaluation, which deals only with the responsibilities of the Department Head/Program Leader;
 - 2. the criteria to be used shall be the responsibilities stated in the job description of Department Head/Program Leader;
 - 3. A conference will be held following the receipt of the evaluation, should either party deem it necessary;
 - 4. The right of rebuttal shall be maintained;

5. all evaluations shall be signed by the person prior to being placed in a personnel file. Signature indicates receipt, not necessarily agreement.

C. Department Head/Program Leader will include the following areas:

1. Guidance (Department Head)
2. 6-12 English, World Language and Literacy Initiatives
3. 6-12 Social Studies, Business and Interdisciplinary Initiatives
4. 6-12 Math, Computer Science and Applied Technology
5. 6-12 Science
6. Academy Lead Teacher
7. K-12 Fine, Practical and Performing Arts

in the event it becomes necessary to establish new leadership positions in the district, the criteria, evaluation procedure and salary will be negotiated. The evaluatory aspects of the positions shall be placed in this Appendix. The salary shall be placed in Article VIII, Work Year, as is that of the Program Leader/Department Head.

LEONIA SCHOOL DISTRICT
SICK BANK LEAVE AGREEMENT

1. The Sick Leave Bank will be operated by a Committee made up of three (3) representatives from the Board of Education (BOE) and three (3) representatives from the Leonia Education Association (LEA).
2. Any Association member or Leonia Board of Education employee may voluntarily join the Bank who is willing to contribute two (2) of his/her personal sick days, per school year, to a maximum of five (5) days to the Bank, during the enrollment period and from time to time when the Committee determines the Bank so requires. Said enrollment period shall be from September 1 to September 30 of any school year. New Association members must apply within thirty (30) days of initial employment. The value of each day contributed by a member shall be \$100 and shall be deducted from the maximum amount an employee is entitled to be paid.

3. Participation withdrawal from the Bank may be at any time after donation. Withdrawals must be done in writing. If an employee no longer wishes to participate, the days donated will be forfeited. Said individual may not withdraw his/her donated sick days.
4. Individuals may withdraw Bank days from the Bank only after all personal and sick days have been used and withdrawal is authorized by the Committee and approved by the Board. Application must be made at least three weeks prior to withdrawal date. Requests must be made in blocks of 20 days.
5. Application for Bank days may be made only when an individual is affected by a catastrophic illness or accident determined by medical certification. Application will be made to the Committee.
6. Beginning each school year, an individual unable to return to active duty who is entitled to annual sick leave must draw from his/her annual sick and personal days accumulated, before reapplying to the sick bank. At the end of the school year, any unused sick days remaining in the Bank will be carried over to the next year.
7. If, in the judgment of the Committee, the employee qualifies, the Committee shall submit the request to the Board of Education. If the Board agrees with the Committee, the Board will arrange payment to the employee. If the Board rejects the request, the Board will notify the Sick Leave Bank Committee.
8. A contributor will be entitled to withdraw up to ninety (90) Bank days in a school year at which time an individual may reapply. N.J.S.A. 18:30-6 will apply when Sick Leave Bank days have been exhausted.
9. Should the Bank be dissolved, each contributing member will receive an equal amount, or fraction thereof, of the remaining Sick Leave Bank days not to exceed the original amount each individual contributed.
10. The parties acknowledge that the decision of the Board shall be final and binding and shall not be reviewable by a court or agency of

competent jurisdiction or subject to any grievance procedure or challenge. The Sick Leave Bank Committee is not obligated to give a specific reason for its decision.

11. The Board and the Association shall maintain a current accounting of the Bank, to include members who have joined, sick leave days utilized and sick leave days on deposit in the Bank. A joint accounting will take place in June of each year.