

AGREEMENT

BOARD OF EDUCATION OF THE VOCATIONAL SCHOOL  
IN THE COUNTY OF SUSSEX

AND

SUSSEX COUNTY ADMINISTRATORS AND SUPERVISORS ASSOCIATION

JULY 1, 2008 through JUNE 30, 2011

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Board Approved:

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AGREEMENT  
SUSSEX COUNTY ADMINISTRATORS AND SUPERVISORS ASSOCIATION  
JULY 1, 2008 through JUNE 30, 2011

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PREAMBLE

This AGREEMENT is entered into between the BOARD OF EDUCATION OF THE VOCATIONAL SCHOOL IN THE COUNTY OF SUSSEX, New Jersey, hereinafter called the "Board" and SUSSEX COUNTY TECHNICAL SCHOOL ADMINISTRATORS AND SUPERVISORS ASSOCIATION, hereinafter called the "Association," and shall be in effect for the period July 1, 2008, through June 30, 2011.

ARTICLE I  
RECOGNITION

A. UNIT

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for full or part-time day school certificated personnel, who hold supervisor/administrator certification, which include, but are not limited to: Supervisors, Principal, Vice Principals, Director of Pupil Personnel Services, Curriculum Director, and Athletic Director.

B. DEFINITION OF ADMINISTRATOR

Unless otherwise indicated, the term "Administrator" when used hereinafter in this Agreement, shall refer to all employees as described above in the bargaining unit. All administrative staff will be 12 months and will be represented by the Association in the negotiating unit as defined above.

ARTICLE II  
GRIEVANCE PROCEDURES

A. DEFINITIONS

1. GRIEVANCE

A "grievance" is a claim by an employee or the Association based upon the interpretation, application, or alleged violation of this Agreement, Board Policies, or Administrative Decisions affecting the mandatory negotiated terms and conditions of employment.

2. AGGRIEVED PERSON

An "aggrieved person" is the employee, or employees, or the Association making the claim of a grievance. The aggrieved person or persons shall be identified in cases of individual grievances. The Association grievance chairperson shall sign grievances wherein the Association acting in behalf of a member, members, or the Association is the grievant. Association grievances shall provide sufficient data and clarity to identify who is affected by the improper action alleged and the compensation called for.

3. PARTY IN INTEREST

A "party in interest" is the person or persons making the claim and any person, including the Association or the Board, who might be required to take action, or against whom action might be taken in order to resolve the claim.

4. TIME

All days listed within the procedure shall be work days.

5. LIMITATIONS

The grievance procedure shall not apply for:

- a. Any matter for which a method of review is proscribed by law before the Commissioner of Education, P. E. R. C., or other judicial body.
- b. Any matter which according to law is beyond the scope of Board authority or would require an illegal act by the Board.
- c. A complaint by a non-tenured administrator, which arises from the non-renewal of their administrator position.
- d. Any matter that is the sole province of the Board of Education and/or involves internal rules or matters of the Board of Education.

B. PURPOSE

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

C. PROCEDURE

1. TIME LIMITS

The number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. In the event of failure by either party to adhere to the time limits set forth here in the following shall occur: if by the Superintendent or the Board the

grievance may be moved to the next step; if by the association or an association member, the grievance or response not timely filed will be considered dismissed. The time limits may, however, be extended only by mutual agreement. All grievances should be filed within fourteen (14) days from the date of the occurrence or the date when the grievant should have become aware of the grievance.

2. LEVEL ONE - PRINCIPAL/SUPERINTENDENT

An employee with a grievance shall submit the grievance in writing to his/her immediate superior or principal, within fourteen (14) days from the date of the occurrence which constitutes grounds for the alleged grievance or within fourteen (14) days of the date when the grievant reasonably should have become aware of the matter. The employee may choose to discuss the matter either directly or, through the Association's designated representative with the objective of resolving the matter informally. The supervisor shall have ten (10) school days to respond.

3. LEVEL TWO - BOARD OF EDUCATION

If the employee is not satisfied with the action taken by the Superintendent, he/she shall notify, in writing, within ten (10) days of the date by which the response was or should have been made, the Secretary of the Board of Education. The Secretary of the Board of Education shall immediately notify the President of the Board of Education who shall arrange a hearing date with the Board no later than the next regular meeting. Said hearing is to be held in Executive Session.

The Board shall respond in writing with its decision within ten (10) days following the Board meeting held after the Board meeting at which the grievance hearing was conducted.

4. LEVEL THREE - ARBITRATION

- a. If the Association is dissatisfied with the results of the Board action, then within twenty (20) days the Association may move the matter to arbitration.
- b. The submission shall be made to, and the processes for selection of, an arbitrator shall be those of the Public Employment Relations Commission (P.E.R.C.), State Board of Mediation or another agency mutually agreed upon.
- c. The arbitrator so selected shall confer with representatives of the Board and the Association and hold hearings promptly and issue a decision not later than thirty (30) calendar days from the date of 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, or from the date final briefs are submitted by the parties. The arbitrator shall be limited to the issues and facts submitted to him and shall consider nothing else. The arbitrator shall be without jurisdiction to add to, or subtract anything from the Agreement between the parties and shall be bound by the specific and express terms thereof as well as any applicable policy of the Board of Education and the laws of the State of New Jersey. The arbitrator's



decision shall be in writing and set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision, which requires the commission of an act prohibited by law or which is violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and Association and shall be final and binding on the parties.

- d. The costs of the services of an arbitrator shall be borne equally by the Board and the Association.

5. DELIMITATION -

Alleged violations of express contract terms may proceed to level four; alleged violations of statutes and rules affecting terms and conditions may proceed to level two; and alleged violations of policies and administrative decisions may proceed to level three.

D. RIGHTS OF EMPLOYEES TO REPRESENTATION

1. EMPLOYEE AND ASSOCIATION

Any aggrieved person shall be represented at all stages of the grievance procedure by himself, or at his option, by a representative he/she selects. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. REPRISALS

No reprisals of any kind shall be taken by the Board or any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reasons of such participation.

E. MISCELLANEOUS

1. GROUP GRIEVANCE

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing and shall commence at Level One.

2. WRITTEN DECISIONS

Decisions rendered after Level One shall be in writing, and shall set forth the decision and the reasons therefore and shall be transmitted promptly to all parties of interest and to the Association within the time-limits set forth herein.

3. SEPARATE GRIEVANCE FILE

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate file and shall not be kept in the personnel files of any of the participants.

4. MEETINGS AND HEARINGS

All meetings and hearings under this procedure shall be conducted in private.

5. Association grievances shall be filed at the level at which such alleged violations occurred, provided however, the time limits for initiating a grievance as set forth in Article II, paragraph C, shall be adhered to.

ARTICLE III  
EMPLOYEE RIGHTS

A. JUST CAUSE PROVISION

No employee shall be disciplined without just cause. The non-renewal of a non-tenured employee shall not be construed to be a disciplinary action under this paragraph.

B. CRITICISM OF ADMINISTRATORS

Any question or criticism by a supervisor of an administrator's methodology or performance shall occur within the framework of the district evaluation procedure.

C. ASSOCIATION IDENTIFICATION

No employee shall be prevented from wearing official pins or other identification of membership in the Association or its affiliates.

D. NOTIFICATION OF VACANCIES

The Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies in positions covered by this Agreement which shall occur at any time; however, the Board retains sole discretion to make such appointments as it may deem appropriate.

E. STATUTORY SAVINGS CLAUSE

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations including such rights as may exist under Chapter 123 Laws of 1984.

F. EMPLOYEE RIGHTS

No recommendation to withhold an employee's increment for poor performance shall be made to the Board of Education unless the employee has received an evaluation and notice of specific deficiencies and further provided a minimum of thirty (30) days in which to show improvement on a subsequent evaluation. The above does not restrict such recommendation in cases of disciplinary action.

ARTICLE IV  
ASSOCIATION RIGHTS AND PRIVILEGES

A. RELEASED TIME FOR MEETINGS

Whenever any representative or member of the Association participates during work hours in mutually scheduled negotiations or grievance proceedings, he/she shall suffer no loss in pay.

B. USE OF SCHOOL BUILDINGS

The Association and its representatives shall have the privilege to use school buildings at any reasonable hours for meetings with the advanced approval of the Board of Education or its designee.

C. USE OF SCHOOL EQUIPMENT

The Association shall have the privilege to use school facilities and equipment at reasonable times, providing the equipment is to be operated by a qualified operator. Standard use request procedures shall be followed.

D. MAIL FACILITIES AND MAIL BOXES

Association members shall have the privilege of using the school mailboxes and postage machine for Association business only. The Board will be reimbursed for all postage expenses incurred.

ARTICLE V  
EMPLOYMENT

A. PLACEMENT ON SALARY SCHEDULE

1. CREDIT FOR EXPERIENCE

Hiring of all new employees and placement on the salary guide will be at the discretion of the Superintendent. The Superintendent and the Board of Education will make every effort to place new employees on the salary guide with respect to current staff's level and experience.

B. PREVIOUS SICK LEAVE ACCUMULATION

Previously accumulated unused sick leave days for employees who enter military service shall be restored to them upon returning to their position. This only applies to an activation and if the employee returns immediately after deactivation.

C. TENURED ADMINISTRATOR - RIF

1. Tenured administrators, with at least ten (10) years of continuous service, if reduced in force, shall receive payment for SEVENTY-FIVE (75%) of unused sick days, calculated at his/her per diem rate, calculated at 1/240<sup>th</sup> per day of the administrator's final year's salary. Newly hired administrators, hired as of July 1, 2006, with at least 10 years of continuous service as an EMPLOYEE IN THE DISTRICT, shall receive payment for fifty (50) percent of unused sick days calculated at his/her per diem rate, calculated at 1/240<sup>th</sup> per day of the administrator's final year's salary.

ARTICLE VI  
PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY

A. UNSAFE AND HAZARDOUS CONDITIONS

Employees shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health, safety, or well-being except those which one normally associates with the employee's assigned duties and would be executed by a prudent person. An unsafe or hazardous condition shall be brought immediately to the attention of the immediate supervisor. This should be done verbally and followed in writing within twenty-four (24) hours.

B. ASSAULT

1. LEGAL ASSISTANCE

The Board will support any employee who has been assaulted while acting in the discharge of his/her duties by cooperating with police investigations, and giving appropriate legal assistance to the employee.

2. REIMBURSEMENT FOR PERSONAL PROPERTY DAMAGE

The Board shall assume all approved costs of any clothing or other personal property damaged destroyed as a result of an assault suffered by an employee while the employee was acting in the discharge of his duties within the scope of his employment. Payment will be made the next pay period after the claim is filed and approved.

C. VANDALISM

The Board will pay the employee the difference between the actual cash value of



the loss and the amount paid by the employee's insurance company for damage of the employee's personal property due to acts of vandalism. This includes motor vehicles parked on the premises. The Board will not be responsible for acts of God. Payment will be made the next pay period after the claim is filed and approved.

D. USE OF AUTOMOBILE

The Board of Education shall reimburse the cost of mileage incurred by an administrator for the use of his/her personal vehicle while in the performance of school-related activities. Mileage reimbursement will be at the current OMB rate.

ARTICLE VII  
EVALUATION PROCEDURE

A. PROCEDURES

All staff shall be evaluated in accordance with the requirements of N.J.S.A. 18A and the Administrative Code.

B. PERSONNEL FILES

1. FILE

No material derogatory to an employee's conduct, service, character or personality, which is not part of the normal business record of the employer, shall be placed in his/her personnel file unless the employee has been afforded the opportunity to review the material. The employee 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 express understanding that such signature in no way indicates agreement with the contents thereof. Any material originally addressed to the employee via certified, return receipt mail, shall be presumed to have been reviewed by him/her. The employee shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

2. NO SEPARATE FILE

Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file, which is not available for the

employee's inspection.

ARTICLE VIII  
SICK LEAVE/VACATION LEAVE

A. ACCUMULATIVE

All employees under this agreement shall be granted one day sick leave per month of employment, cumulative.

B. NOTIFICATION OF ACCUMULATION

Employees shall be given a written accounting of accumulated sick leave days on or before July 31 of each year.

C. ACCUMULATIVE SICK LEAVE

Consistent with Title 18A:30-3.2, a transferring employee may transfer up to thirty (30) days maximum of the number of accumulated sick leave days to which he/she was entitled in his/her last employing district in New Jersey. Such transfer credits shall be made upon receipt of verification from the prior school district. These sick leave days shall be the last days used. These days shall not be eligible for reimbursement under Article XII.

ARTICLE IX  
TEMPORARY LEAVE OF ABSENCE

A. TYPES OF LEAVE

The Board and Association agree that employees covered by Title 18A:30- 1 et seq., sick leave shall comply with the statutory requirements contained therein and shall avoid any abuse or misuse of the entitlement and its exercise under this provision. Nothing in this clause shall constrain the Board from exercising its rights under NJSA Title 18A. As of the beginning of each school year, employees shall be entitled to the following leaves of absence with full pay each school year.

1. PERSONAL

Each twelve (12) month employee shall be eligible for five (5) personal days for the purpose of conducting legal or business matters or other matters of a personal nature that cannot otherwise be done during non-school hours. Application for personal days shall be made to the immediate superior and shall be at least five (5) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than he or she is taking it under this section. Personal leave may be taken at the employee's discretion under the following rules:

- a. Each June 30, unused personal days shall be transferred to sick days.

2. PROFESSIONAL

The Board encourages the continuing professional growth of administrators.

Participation in any of the following activities will be at the request of the administration and require the approval of the Superintendent and the Board of Education.

These activities might include:

- a. The operations, programs and other activities conducted or sponsored by local, state and national school administrator and/ or school board association.
- b. Seminars and courses offered by public educational institutions;
- c. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the administrators to perform his professional responsibilities for the Board; and
- d. Visits to other institutions.
- e. Conferences sponsored by national and State educational associations.

3. ILLNESS IN FAMILY

Employees shall be entitled to care for a seriously ill relative in the employee's immediate family or resident of the employee's household in accordance with the Federal and New Jersey Family Leave Acts and their regulations. "Immediate family" shall include an employee's: wife, husband, domestic partner / civil union partner, son, daughter, mother, father, sister, brother, grandmother, grandfather, grandchildren, son-in-law, daughter-in-law, mother-in-law or father-in-law. Absences will be allowed for a period of five days per year with pay. The Superintendent, at his discretion, may request a physician's note to document the need for the absence.

#### 4. BEREAVEMENT

Absences shall be allowed with pay for a period not to exceed five (5) school days in the event of a death in:

- The Employee's immediate family.
- The Employee's spouses' immediate family.
- The immediate family of a resident of the employee's household and resident of the employee's household.

One (1) day per year will be allowed for absences to attend the funeral or memorial services for the death of other not part of the immediate family, subject to approval by the Superintendent..

#### 5. TEMPORARY MILITARY

Temporary Military time is defined as time necessary for employees called into temporary active duty of any unit of the United States Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. An employee shall be paid his/her regular pay in addition to any pay, which he received from the state or federal government for a maximum of two weeks. Military leave shall be granted according to the terms and conditions set forth by law.

ARTICLE X  
EXTENDED LEAVES OF ABSENCE

A. INTERNATIONAL AND FEDERAL PROGRAMS

A leave of absence without pay of up to one (1) year may be granted to any administrator, at the discretion of the Superintendent and only upon approval of the Board of Education, who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange administrator or overseas administrator, and is a full-time participant in either of such programs, or accept a Fulbright Scholarship providing advance notice of one (1) year is provided the Board of Education. All benefits will be continued if not provided for by the employing organization.

B. MATERNITY/CHILD CARE

Maternity disability: at employee's request, board will grant a leave for maternity disability provided employee files written request with superintendent at least 120 days before anticipated date of birth & request includes a doctor's note and indicates anticipated due date. Leave can be paid or unpaid subject to the following:

1. Doctor's note certifying that employee is medically able to resume her duties may be required as condition of return;
2. Maternity disability leave can continue beyond the expiration of the statutory period of 20 workdays for period of time deemed necessary if doctor certifies that employee's health would be impaired if returned to work;
3. Employees returning from leave entitled to all benefits as other employees returning from other leaves

No employee will be required to leave work b/c of pregnancy at any specific time before birth nor be prevented from returning prior to end of maternity disability leave & the board won't remove employee from duties due to pregnancy

Child Care: employee seeking unpaid leave for child care reasons must file written request with superintendent specifying the leave dates and return date which the board shall honor subject to the following:



1. If employee is completing maternity disability leave, child care leave becomes effective immediately upon end of disability period;
2. If adopting, leave commences upon receipt of custody or earlier if needed to fulfill adoption requirements;
3. If to care for a child, leave becomes effective on date requested by employee;
4. Child care leave can be up to a year after maternity disability at the discretion of the Board and includes 12 weeks of leave under NJFLA;
5. Extensions/ renewals must be applied for & granted in writing;
6. Upon return from leave, all benefits from time leave started, including unused sick leave, vacation, credits toward sabbatical & seniority rights, shall be restored and employee shall be assigned to same or substantially equivalent position.

a.

ARTICLE XI  
SABBATICAL LEAVES/WORK STUDY

A. PURPOSE

On the recommendation of the Superintendent, a sabbatical/work study leave may be granted to an administrator by the Board of Education including study in another area of specialization, for travel, or for other reasons judged to be of value to the school system by the Board. This work-study leave includes fieldwork in a related area outside of education.

B. CONDITIONS

Sabbatical leave/work study, if granted, shall be subject to the following conditions.

1. NUMBER OF SABBATICALS ALLOWED

Sabbatical leaves/work study shall be granted to a maximum of one (1) administrator at any one time, at the sole discretion of the Board.

2. REQUEST

Request for sabbatical leave must be received by the Superintendent in writing in a timely manner. Such requests shall state the purpose for which the leave is requested and outline the benefits to the district. Non-traditional sabbatical leaves may be negotiated between the employee and the Board.

3. MINIMUM TIME TO QUALIFY

The applicant must have completed at least four (4) full school years of service in the Sussex County Vocational-Technical School District.

4. PAY

Individuals approved for sabbatical leave shall be paid in accordance with the following provisions:

- a. Individuals who are approved for a sabbatical leave for one full school year shall receive one-half of their yearly salary for the year that they are on sabbatical leave.
- b. Individuals who are approved for a sabbatical leave for one-half a school year shall receive full pay for the half-year that they are on sabbatical leave.
- c. An employee who is approved for a sabbatical leave/work study shall return to Sussex Tech for a period of two (2) years after completion of a sabbatical leave, or return his compensation to the Board of Education as may be allowed by law.
- d. Compensation for non-traditional sabbaticals agreed to by the Board and the employee shall be negotiated by the association and the Board.
- e. Individuals who are approved for a work-study leave shall be so compensated to equal their respective salary. Any employee whose work-study salary is greater than or equal to his/her contractual agreement shall receive no compensation from the Board of Education. Any employee whose work-study salary is less than his/her contractual agreement is entitled to compensation from the Board of Education equal to the differential of the work-study wages

and the contractual agreement.

- f. Any individual on sabbatical leave/work-study shall continue to have all benefits paid for in full by the Board of Education. If an administrator on a work-study leave is not eligible for compensation with respect to salary, the Board of Education shall pay the employee's portion of his/her pension.

5. RETURN

Upon return from sabbatical leave, an administrator shall be placed at the salary level that he/she should have achieved had he/she remained actively employed in the system during the period of his/her absence. A detailed written report shall be submitted to the Superintendent.

ARTICLE XII  
REIMBURSEMENT FOR UNUSED SICK DAYS FOR RETIRING ADMINISTRATORS

- A. 1. For Agreement Year 2008-2009, upon retirement from the Teacher's Pension and Annuity Fund or PERS, current administrators who have been employed for fifteen (15) or more years by this District (including teaching employment), and who have accumulated 120 or more sick days, will be compensated at the rate of 1/240 of the annual salary per day for each day accumulated up to a maximum of \$30,000. For Agreement Year 2009-2010, the maximum payout shall be \$20,000. For Agreement year 2010-2011, the maximum payout shall be \$15,000. If an employee gives notice of retirement by February 1<sup>st</sup> of the year in which the retirement will occur, he/she will receive payment by July 15<sup>th</sup>. If said notice is not given, payment shall be made on the following January 15<sup>th</sup>. The total payout will be equally distributed to the employee over a 5-year period and paid to the employee on January 15<sup>th</sup> of each year. The employee has the right to request all or any partial amount of each year's payout be deposited into their 403b account. Newly hired administrators as of July 1, 2006 shall be compensated as above except in the amount of a maximum of \$20,000 for fifteen (15) years or more of service and in the amount of a maximum of \$15,000 for ten (10) years or more of service.
2. For Agreement Year 2008-2009, upon retirement from the Teacher's Pension and Annuity Fund or PERS, current administrators who have been employed for ten (10) or more years by this District, (including teaching employment), or who have been employed for fifteen (15) or more years (including teaching employment) but who have accumulated fewer than 120

sick days shall be compensated at the rate of 1/240 of annual salary per day for each day accumulated up to a maximum of \$20,000. For Agreement Year 2009-2010, the maximum payout shall be \$15,000. For Agreement year 2010-2011, the maximum payout shall be \$10,000. If an employee gives notice of retirement by February 1<sup>st</sup> of the year in which the retirement will occur, he/she will receive payment by July 15<sup>th</sup>. If said notice is not given, payment shall be made on the following January 15<sup>th</sup>

Administrators employed for less than 10 years by this Board of Education, (including teaching employment), who apply to their respective Pension and Annuity Fund will be compensated at the rate of 1/240 of annual salary per day for each day accumulated up to a maximum of \$6,000. This paragraph does not apply to newly hired administrators hired as of July 1, 2006.

- B. Administrators employed for ten (10) or more years by this district who leave the district in good standing (no litigation against employee and has not been terminated by the Board), and do not apply to their respective Pension and Annuity Fund will be compensated for accumulated sick days at the rate of 1/480 of annual salary per day for each day accumulated up to a maximum of \$6,000. Payment will be made within thirty (30) days of leaving the District. This paragraph does not apply to newly hired administrators hired as of July 1, 2006.
- C. Employees who exercise their rights under the terms and conditions of this Agreement, excluding paragraph XII, A, I. may request to receive payment up to one year after leaving the district and in up to two installments. Payments so requested will be made within thirty (30) days of the request.

D. For the purpose of this article annual salary shall consist of the employee's base pay, incentive and longevity.

ARTICLE XIII  
ADMINISTRATOR WORK YEAR

A. ADMINISTRATOR WORK YEAR

1. The in-school work year for ten (10) month administrators shall follow the Teacher's calendar and shall occur between September 1 and June 30 of each year and shall consist of one-hundred and eighty-four (184) work days with the understanding that as professionals, the duties and tasks that may require additional time will be without compensation.
2. The work year for Twelve (12) month employees shall occur between July 1, and June 30<sup>th</sup> of each year. Twelve (12) month administrators shall be granted all legal holidays and paid vacation of 25 days. No more than twenty-five (25) vacation days may be carried over to the succeeding year.



ARTICLE XIV  
SALARIES

**A. SALARY GUIDE**

<b>NAME</b>	<b>POSITION</b>	<b>08/09 SALARY</b>	<b>09/10 SALARY</b>	<b>10/11 SALARY</b>
J. Armstead	VP	\$95,000	\$98,848	\$102,752
S. Tedesco	VP	\$87,500	\$91,044	\$94,640
D. Schlesinger	AD	\$88,570	\$92,157	\$95,797
G. Schrader	VP	\$95,000	\$98,848	\$102,752
M. Podhoretz	Sup. CST	\$103,000	\$107,172	\$111,405

For 2008/2009: Guide reflects an adjustment of \$8,000 for J. Armstead and \$3,570 for D. Schlesinger. No other salaries were adjusted.

For 2009/2010: Guide reflects an increase of 4.05% for all unit members.

For 2010/2011: Guide reflect an increase of 3.95% for all unit members.

**B. COURSE REIMBURSEMENT**

1. Course approval request shall be submitted to the Superintendent as follows:  
  
Spring Courses - January 15  
  
Summer Courses - June 15  
  
Fall Courses - September 15
2. All administrators are encouraged to further their education and pursue graduate degrees. They will be reimbursed as outlined in Section 3.
3. Administrators shall be entitled to full tuition reimbursement at the Rutgers's rate.
4. To qualify for reimbursement, the courses or programs must be in the

graduate study. Administrators taking graduate courses must maintain a grade of "5" or better for reimbursement.

C. TRAINING PROGRAMS

Training programs, workshops and conferences which will improve an administrator's skill and are approved by the Superintendent and Board of Education shall be paid in full.

ARTICLE XV  
REPRESENTATION FEE

A. PURPOSE OF FEE

If an employee who is eligible to become a member, does not become a member of the Sussex County Technical School Administrators and Supervisors Association during any membership year (i.e., from July 1 to the following June 30) 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.

B. 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 representation fee to be paid by non-members will be equal to 85% of that amount.

C. DEDUCTION AND TRANSMISSION OF FEE

1. NOTIFICATION

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee.

2. 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.

3. MECHANICS

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

D. INDEMNIFICATION AND SAVE HARMLESS PROVISION

1. The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that:

a. The Board gives the Association timely notice in writing of any claim, demand, suit, or other form of liability in regard to which it will seek to implement this paragraph.

b. If the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit, or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses and in all other aspects of said defense.

2. EXCEPTION

It is expressly understood that paragraph 1 above will not apply to any claim, demand, suit, or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's improper execution of the obligations imposed upon it by this Article.

ARTICLE XVI  
HEALTH BENEFITS

A. HEALTH BENEFITS

1. All bargaining unit members shall receive employee and dependent coverage for medical, prescription and dental, paid by the Board. The insurance carrier for medical and prescription will be the School Employees Health Benefits Program (SEHBP) effective as soon as practicable after ratification of this agreement. If the Board changes insurance carriers in the future, the level of benefits must be equal to those provided under the then-current SEHBP.
2. A prescription fund in the amount of \$15,000 per year will be established for reimbursement to employees for prescription costs that were covered under the prior Rx plan, but are not covered under SEHBP. The fund will be pro-rated in 2008/2009 to reflect the number of months the District participates in SEHBP.
3. For Agreement years 2009/2010 and 2010/2011, the prescription fund will be divided in half for each contract year so that employees may submit receipts and documentation showing the additional out-of-pocket costs for which they are eligible for reimbursement as of the first half of the year (July 1<sup>st</sup> to December 31<sup>st</sup>). If the amounts submitted exceed a total of \$7,500 for the bargaining unit for the first half of the year, the money will be allocated proportionately. If the total amount is less than \$7,500, the unused portion will be available in the second half of the year (January 1<sup>st</sup> to June 30<sup>th</sup>) along with the remaining \$7,500. The total for each contract year shall not exceed \$15,000 and funds that remain at the end of one year will not be carried over to the next year.
4. Documentation for eligible prescription cost reimbursement incurred in the first half of the year (July 1<sup>st</sup> to December 31<sup>st</sup>) must be submitted by employees to the Business Administrator no later than January 31<sup>st</sup>. Payments will be made to employees by March 1<sup>st</sup>.
5. Documentation for eligible prescription cost reimbursement incurred in the second half of the year (January 1<sup>st</sup> to June 30<sup>th</sup>) must be submitted by employees to the Business Administrator no later than July 31<sup>st</sup>. Payments will be made to employees by September 1<sup>st</sup>.
6. Procedures and forms for the prescription fund will be mutually developed by the parties. Documentation of the distribution of the prescription fund will be provided to the Association.
7. Paragraphs 2 through 6 shall expire on June 30, 2011.
8. All employees shall have the option of opting-out of family coverage, adult/adult and parent/child coverage or single coverage or for a stipend of \$5,000, \$3,500 or \$1,750, respectively, provided the employee's

spouse/significant other has coverage or there is double coverage from the district.

ARTICLE XVII  
DEDUCTION FROM SALARY

A. ASSOCIATION PAYROLL DUES DEDUCTION

1. The Board agrees to pay dues for 12 month administrators, on or about July 1 of each school year dues for the NJPSA and NASSP.
2. Any association which shall change the rate of its membership dues shall give the Board written notice ninety (90) days in advance to the effective date of such change.

B. PAYROLL SAVINGS PLAN

The Association shall have the right to designate a Credit Union, and employees may have deductions made to such organization with such election to take place once annually.

ARTICLE XVIII  
NEGOTIATION OF SUCCESSOR AGREEMENT

A. DEADLINE DATE

The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 123, Public Laws of 1974 in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. A request to conduct subsequent negotiations shall be filed in accordance with the time line and procedures established by law. Any agreement so negotiated shall apply to all administrators, be reduced to writing and signed by the Board of Education and the Association, and be adopted by the Board and the Association.

B. During its terms, this Agreement shall not be modified in whole or in part by the parties, except by a written amendment duly executed by both parties.

C. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement nor whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

D. This Agreement shall be effective July 1, 2008, through June 30, 2011, subject to the right of the Association to negotiate a successor Agreement. The terms and conditions of this Agreement will remain in effect until a successor Agreement is ratified.



ARTICLE XIX  
MISCELLANEOUS PROVISIONS

A. NON-DISCRIMINATION

The Board and the Association agree that there shall be no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, or marital status.

B. SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision of applications shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provision or applications shall continue in full force and effect.

C. COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER AGREEMENT

Any individual contract between the Board and an individual employee who is a member of the Association, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with the Agreement, this Agreement, during its duration, shall be controlling.

D. PRINTING AGREEMENT

Copies of this Agreement shall be reproduced and cost of the expense of materials for such reproduction shall be the complete responsibility of the Board. The Agreement shall be presented to all administrators now employed by the Board. The Superintendent's Office will be responsible for the master copy of the Agreement.

E. RETROACTIVE CLAUSE If an agreement is not reached by the end of the contract year(s), all employees will continue working under the terms and conditions of the contract in force until a successor Agreement is ratified. Upon ratification of the new Agreement, all terms and conditions are retroactive to July 1 of the new contract year.

F. NOTICE

Whenever any notice is required to be given by either of the parties to this Agreement to the other pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by the Association: The Board at

105 North Church Road

Sparta, New Jersey 07871

2. If by the Board: The Association at

105 North Church Road

Sparta, New Jersey 07871

SIGNATURE PAGE

SUSSEX COUNTY TECHNICAL SCHOOL  
ADMINISTRATORS AND SUPERVISORS  
ASSOCIATION

BOARD OF EDUCATION OF THE  
VOCATIONAL SCHOOL IN THE  
COUNTY OF SUSSEX

By: Stacy A. Burroni  
President

By: Mary J. Langre  
Board President

Date: 5/21/09

Date: 5/28/09

By: Paul P. [Signature]  
Secretary

By: Robert P. [Signature]  
Board Secretary

Date: 5/21/09

Date: 5/28/09

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