

April 30, 2013

AGREEMENT

BETWEEN

BOARD OF EDUCATION OF THE CITY OF WOODBURY, NJ

AND

THE WOODBURY ADMINISTRATORS' AND SUPERVISORS' ASSOCIATION

2013 – 2016

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AGREEMENT

This Agreement is entered into on this 24 day of April 2013, by and between the Board of Education of the City of Woodbury, New Jersey, hereinafter referred to as the "Board", and the Woodbury Administrators' and Supervisors' Association, hereinafter referred to as the "Association". This Agreement replaces the last year of the parties' 2010-2013 Agreement in its entirety.

ARTICLE 1 RIGHTS AND RESPONSIBILITIES OF THE BOARD OF EDUCATION

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States, including all decisional law Education of the State of New Jersey, and the provisions of this Agreement shall be construed in the light of the management prerogatives vested in the Board by the foregoing legal authorities.

The Board of Education retains the right, in accordance with applicable State and Federal laws and regulations; (a) to direct employees of the School District; (b) to hire, promote, transfer, assign, and retain employees in positions within the School District, and to suspend, demote, discharge, or take other disciplinary action against employees; (c) to maintain the efficiency of the School District operations entrusted to them; (d) to determine the methods, means and personnel by which such operations are to be conducted; (e) to relieve employees from duties because of insufficient enrollment or for other legitimate reasons; and (f) to take whatever actions may be necessary to carry out the operations of the School District in situations of emergency.

ARTICLE 2 RECOGNITION

- A. The Board recognizes the Woodbury Administrators' and Supervisors' Association (WASA) as the exclusive representative pursuant to the provisions of "Chapter 303, Public Laws 1968, Public Employees Negotiations Law", for collective negotiations concerning the terms and conditions of employment for all administrators and supervisors, including principals, assistant principals, supervisors, and directors excluding the Superintendent of Schools, and Business Administrator.
- B. Unless otherwise indicated, the term "administrators" when used hereafter in this Agreement shall refer to all employees of the Board represented by the Association in the negotiating unit as defined above.

ARTICLE 3
GRIEVANCE PROCEDURE

A. Definition

A Grievance is defined as an alleged violation of a specific article or Section of this Agreement. A grievance will be presented in the following steps:

B. Procedure

Informal

Within seven (7) school days of the time a grievance arises, the employee, either directly or accompanied by his unit Representative, will present the grievance to the Superintendent. Within seven (7) school days after presentation of grievance, the Superintendent shall give his/her answer orally to the employee.

Step One

1. Within five (5) school days of the oral answer, if the grievance is not resolved it shall be stated in writing, signed by the grievant and lodged with the Superintendent on the form provided in Appendix "A" of this Agreement.
2. The "Statement of Grievance" shall name the employee involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference all the provisions of this Agreement alleged to be violated, shall state the contention of the employee and of the Association with respect to these provisions, and shall indicate the specific relief requested.
3. Within five (5) school days after receiving the grievance, the Superintendent shall communicate his/her answer in writing to the grievant.

Step Two

1. Within five (5) school days after receiving the decision of the Superintendent, an appeal of the decision of the Superintendent, may be made to the Board. It shall be in writing and accompanied by a copy of the decision at Step One.
2. No later than fifteen (15) calendar days after receiving the appeal, the Board or a committee (consisting of three or more members) thereof shall hold a hearing on the grievance at a special meeting.
3. Within ten (10) school days after the hearing the Board or its committee shall communicate its decision in writing, and state its reasons, if any, to the grievant.

4. The grievant may not present any material, allegation or remedy that was not presented in Step One.

Step Three

1. Within fifteen (15) calendar days after receipt of the decision of the Board, the Association may submit the grievance to arbitration under and in accordance with the Rules of the American Arbitration Association.
2. Powers of the Arbitrator — It shall be the function of the arbitrator, and he shall be empowered except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.
 - a. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 - b. He shall have no power to establish salary structures.
 - c. He shall have no power to rule on any of the following:
 - 1) the termination of services of or failure to reemploy any nontenured employee.
 - 2) any claim or complaint for which there is another remedial procedure or course established by law or by regulation having the force of law, including any matter subject to the procedures specified in provisions of Title 18A, N.J. Statutes.
 - d. He shall have no power to change any practice, policy, or rule of the Board or to substitute his judgment for that of the Board to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of the Board as to the reasonableness of any such policies, practice, rule or action taken thereunder.
 - e. He shall have no power to decide any question which, under this Agreement is within the responsibility to the Board to decide. In rendering decision, an arbitrator shall give due regard to the responsibility of the Board and shall so construe such responsibilities except as they may be specifically conditioned by this Agreement.
 - f. In the event that a case is appealed to an arbitrator on which he had no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

- g. The fact that the grievance has been considered by the parties in the preceding steps of the grievance shall not constitute a waiver of jurisdictional limitations upon the arbitrator in this Agreement.
3. The decision of the arbitrator shall be binding.
4. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

C. Appearances and Representation

1. Hearings held under this procedure shall be conducted at a time and place, which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Such hearings may be conducted during nonschool hours, unless there is mutual agreement for other arrangements.
2. The Board and the Association are responsible for the payment of their own representatives and witnesses involved in any grievance meeting.
3. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by the Association, or by a representative selected or approved by the Association.
4. The Board and the Association shall assure the grievant freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal with respect to his personal grievance.
5. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

D. Time Limits

1. Time limits provided in this Agreement may be extended by mutual agreement when signed by the parties.
2. Failure at any step of this procedure to communicate the decision on a grievance within this specified time limit shall permit the Association to lodge an appeal at the next step of this procedure.
3. Any grievance not advanced from one step to the next within the time limits of that step shall be deemed terminated by the answer at the previous step.

4. Any grievance, which arose prior to the effective date of this Agreement, shall be processed under the terms of the Agreement in effect on the date of initiation.
5. Any grievance, which has not been processed prior to the completion of the school year, will continue open, and will follow the outlined steps during the summer months. Saturdays, Sundays, holidays and Fridays when offices are closed during the summer vacation period will not be counted as school days. After the grievance has been initiated and responded to within the specified time limits at the appropriate first step of this procedure, either party shall be able to extend the time limits to the reopening of school in September by written notification to the other party.

ARTICLE 4
ASSOCIATION RIGHTS AND PRIVILEGES

- A. Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times subject to administrative approval and provided that this shall not interfere with or interrupt normal school operations.
- B. The Association shall have the use of school mailboxes. Placement of materials will be made by the authorized representative of the Association or his designee. Materials placed in mailboxes shall bear the name of said representative or of the Association.

ARTICLE 5
SCHOOL CALENDAR

The Board, through its Superintendent, will seek the view of the administrators through the Association Chairman, before adoption of the school calendar. This discussion could include, but not be limited, to vacations, holidays, work year and in-service days. However, the Board reserves the right to make the final decision on the calendar.

ARTICLE 6
SALARIES

- A. The salaries of all administrators covered by this Agreement are set forth in Appendix B, attached hereto and made a part hereof.
- B. Authorized payroll deductions from salary may be made for any of the items which appear on the January, 2008, list of various deduction codes.
- C. The District shall withhold the annual dues for professional association(s) as voluntarily authorized by individual administrators. Only one (1) deduction monthly will be made and remitted to the Association for the total amount of such

dues, and the Association agrees to remit to the individual professional associations the amounts authorized by the administrators, and to save Board harmless from any claim or suit arising therefrom.

ARTICLE 7 HEALTH INSURANCE

A. INSURANCE COVERAGE

The Board agrees to provide health insurance coverage (medical and dental) at the negotiated percent for each individual who is regularly employed for thirty (30) or more hours per week. The Board will offer husband and wife, parent and child, or full-family health insurance coverage to each employee who desires such coverage according to the employee's needs. The cost of coverage to the employee will be the greater of the following methods:

- The Board pays eighty-five percent (85%) of medical coverage premiums over and above single coverage, and the employee pays the remaining fifteen percent (15%) [For the contract period, the base insurance plan shall be the Horizon Direct Access plan which was in effect as of March 31, 2008 AND the cost of the dental insurance coverage (New Jersey Dental Service Plan I. A.) for each employee (single coverage only) shall be shared with the Board paying eighty-five percent (85%) and the employee paying fifteen percent (15%) of the annual premium cost along with any costs associated with additional family members, or
- The employee pays one and a half percent (1.5%) of his/her salary for each school year, or
- The employee pays a percentage of the premiums for both medical and dental as determined by Chapter 78, P.L. 2011.

Also, the Board will arrange for a vision care plan to be offered to all full-time employees, with the employee assuming 100% of the cost.

B. INSURANCE WAIVER PROVISION

1. A voluntary health insurance waiver plan for employees eligible to receive coverage under Article 7, A.
2. Each year, the Board shall provide appropriate forms to all employees eligible for health and hospitalization insurance under A. above. Said form will contain a final return date.
3. Employees who voluntarily elect to waive the coverage provided under Article 7, A. in writing on a form provide by the Business Office shall be entitled to receive \$2,500.

4. Payment of the monies in 3. above shall be made by separate check on June 30 at the conclusion of the waived year.
5. Employees must waive such insurance for a full year (July 1 through June 30) to be eligible for said payment. If an employee begins employment within a year, he/she may waive coverage for the remainder of the year and the payment will be prorated.
6. Employees who have no other comprehensive family, parent/child(ren), or husband/wife (two party) insurance to waive coverage under Article 7, A. above. The Board shall require proof of such coverage. It is the responsibility of the employee to notify the Board in writing if such coverage ceases at any point during the waiver period.
7. An employee who waives coverage may re-enroll for the next year during the open enrollment period.
8. An employee who waives the coverage provided under Article VII, A. shall be permitted to immediately resume coverage during the waiver period if the employee ceases to be eligible for other health care coverage for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who wishes to resume coverage shall notify the Board in writing that the waiver is revoked. Employees who re-enroll for coverage under Article 7, A. during the year for any reason shall receive a prorated share of the payment under 3. above. ERISA and COBRA laws have time limitations on re-enrollment during an insurance year. It is required that the employee desiring re-enrollment inform the Board in writing as soon as possible or they may forfeit their ability to re-enroll.
9. An employee who separates from employment during the year shall receive a prorated share of the payment set forth in 3. above.
10. In order to protect all employees' insurance benefits from federal taxation because of agreement to this waiver plan, the Board shall file the necessary Section 125 paperwork and shall pay all administrative costs.

ARTICLE 8
TRANSFERS AND REASSIGNMENTS

- A. A copy of an administrators' vacancy listing, noting official openings, shall be posted in the main office of each school building on the office bulletin board at such times as vacancies occur.
- B. Notice of involuntary transfer or reassignment should be sent in writing to the administrator as soon as practicable and, except in case of emergency, not later than April 30th and the reason for the change in assignment or school location will be discussed between the administrator involved and the Superintendent.

ARTICLE 9
PROMOTIONS

- A. Administrators who desire to apply for a vacancy in a promotional position with the School District shall submit their applications in writing to the Superintendent. The Superintendent shall acknowledge, in writing, receipt of all applications. When the vacancy is filled, the Superintendent may destroy all applications for said position.
- B. Each vacancy shall require a separate application.
- C. In the event a vacancy should occur during the summer period when school is not regularly in session, a notice of said vacancy shall be posted in the Superintendent's office and a notice sent to the President and Secretary of the Association.

ARTICLE 10
ADMINISTRATORS' EVALUATION

- A. All evaluations of an administrator shall be made openly and with the knowledge of the Administrator.
- B. Administrators will be afforded the opportunity to review with the individual making a written report of the observation the contents thereof and to append his or her comments with respect to such contents. If requested, such opportunity will be provided within ten (10) school days of completion of the written evaluation.
- C. Administrators shall be notified of any comments, which reflect on their professional performance, which are placed in their personnel files. Administrators shall have the opportunity to append their comments with respect to such contents.
- D. An administrator may review his cumulative personnel folder, with the exception of information secured on a confidential basis such as pre-employment information, in the presence of the Superintendent or with his knowledge and approval.

ARTICLE 11
PROFESSIONAL DEVELOPMENT

- A. The Board of Education will refund to administrators the cost of tuition and books for in-service college courses taken under the following conditions:
 - 1. The course must be approved by the Superintendent in advance in writing as being a subject matter course in a field in which the individual is

working or is certified; e.g., English, Mathematics, Science, etc. In addition, administrators may, subject to the prior approval of the Superintendent, take one (1) course in an allied field or one (1) televised course per school year provided the course is relative to the administrator's assignment in the Woodbury School District. The determination as to relevance shall rest solely with the Superintendent. This course shall be limited to three (3) credits per school year and shall be included as part of the nine (9) credits eligible for reimbursement. The Superintendent shall indicate approval or disapproval in writing within fifteen (15) school days of receipt of the request.

2. The course must be at the graduate level of credit unless the Superintendent approves an undergraduate course in a particular case.
 3. The Board will reimburse administrators for tuition cost for up to nine (9) credits per year completed between July 1st and June 30th. The reimbursement rate per credit shall not exceed the rate charged per credit by the College of New Jersey. In addition, administrators shall be eligible for reimbursement for the cost of books at the rate of fifty dollars (\$50) per course not to exceed one hundred and fifty dollars (\$150) per year. Such refunds will be made in September and February of each year for the preceding six (6) months to administrators still in the Board's employ upon presentation of the receipt bills and transcript of credit or official report of grade from evidencing satisfactory completion of the course.
- B. Administrators who take college courses for credit while in the employ of the Board shall have the transcript of credit or official report of grade form recorded in their files in the Superintendent's office.
 - C. In special cases, where the Board may wish to have an administrator become certified in a particular area, or may wish to have an administrator take a specific kind of training course to meet some need of the School, it will pay the full expense of such training.
 - D. Each administrator/supervisor covered by this Agreement shall be permitted to attend one national professional association conference, every other year, with an expense allowance of \$1500.00 plus registration fee paid by the Woodbury Board of Education.
 - E. Each administrator/supervisor covered by this Agreement shall have basic membership dues paid by the Woodbury Board of Education for one national or state professional association and A.S.C.D.
 - F. An administrator will be required to reimburse the Board of Education for all graduate class costs and/or professional certification started within 12 months of the date that individual voluntarily terminates his/her employment in the district. Individuals who voluntarily terminate their employment for the following reasons

shall be exempt from this clause: 1) pregnancy; 2) transfer/relocation of spouse's employment; 3) extended/long-term illness; 4) death of an immediate family member; 5) retirement. Any extenuating circumstance other than employment in another district may be appealed at the superintendent level only.

All monies up to a total of \$4,000 owed to the district must be repaid by individual contract terms not extending beyond one calendar year of termination of employment. Monies owed beyond \$4,000 must be repaid within two calendar years by individual contract with Woodbury Public Schools.

ARTICLE 12 LEAVES OF ABSENCE

A. Sick Leave

1. All administrators under contract shall be entitled to sick leave on the basis of one (1) day per month of employment each school year, i.e., ten (10) days for ten-month employees and twelve (12) days for twelve-month employees, as of the first official day of school years whether or not they report for duty on that day.
2. When an administrator's absence due to personal illness exceeds the total number of sick leave days accumulated the administrator may be granted a leave of absence covering the remaining period of illness with or without pay.
3. Sick leave referred to herein will be defined in applicable New Jersey Statutes now or hereafter in effect.
4. Administrators shall be given a written accounting of accumulated sick leave days no later than September 30th of each school year.
5. Unused personal leave under B. 4., below shall be annually converted to accumulative sick leave at the close of business each June 30.
6. Upon the death of an administrator or supervisor, all unused sick days and accumulated personal leave days will be payable to his/her estate. This shall be calculated at the rate of one-two hundredth (1/200) of their annual salary and paid as two (2) full days of pay for every five (5) days of unused days accrued.

This payment will only be in effect for administrators/supervisors employed by the Board prior to July 1, 2013.

B. Personal Leave of Absence

The Board realizes that unusual circumstances other than illness occasionally make it necessary for administrators to be absent from school. The Board establishes the following list as maximum days administrators and supervisors may be absent for other acceptable reasons during a school year without loss in salary. This time expires at the end of each school year and is therefore not accumulative.

1. An allowance of up to five (5) days leave per occurrence shall be granted for a death in the immediate family. Immediate family may be considered father, mother, spouse, brother, sister, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, and members of the household.
2. An allowance of up to three (3) days leave may be granted for serious illness in the immediate family. (Immediate family same as No. 1 above.)
3. An allowance of one (1) day leave may be granted for the death of other relatives.
4. An allowance of up to three (3) days leave per school year with prior notification to the Superintendent may be granted for reasons of a personal nature. These include, but not limited to:
 - a. Court Subpoena.
 - b. Marriage of an employee or marriage of father, mother, brother, sister, son or daughter.
 - c. Personal business which cannot be handled outside of school hours, unless the requested leave day falls on a Monday, Friday, or any day preceding or following a school holiday, in which case the request must include a specific reason which shall be subject to approval by the Superintendent.
 - d. Religious holidays.
5. Educational leaves may be granted with prior approval of the Superintendent for:
 - a. Attendance at conferences for professional improvement.
 - b. Representing the school or profession at civic, public, or educational meetings.
 - c. Visiting other schools for self-improvement.
 - d. Serving on evaluation committees.

6. An allowance for one (1) day may be granted for the purpose of providing transportation to or from the hospital in the event of childbirth by the spouse.
7. For the protection of the employee and for proper payroll accounting and audit, every request for a personal leave of absence of a full day or more must be made to the Superintendent in writing. Absence not covered by any of the above provisions will cause salary deductions at the rate of 1/20th of the monthly salary for each day's absence.

C. Vacation

All 12-month employees represented by the Woodbury Administration and Supervisors Association shall be entitled to 20 vacation days per year. Effective July 1, 1997, no more than five (5) vacation days may be accumulated for use in subsequent years. Carried over days may never be "cashed in".

ARTICLE 13
EXTENDED LEAVES OF ABSENCE

- A. Occasionally, it is necessary for administrators or supervisors to be absent for long periods of time generally as the result of emergencies or other circumstances beyond the control of the administrators or supervisors.
- B. Tenure, pension, and other employment rights of employees who shall enter military service shall be protected as set forth in Title 18A:6-33 and Public Laws of 1994—Chapter 226.
- C. Disability Leave for All Employees

For employees employed as a member of WASA prior to July 1, 2013:

1. An employee may apply for an unpaid disability leave. Such leave shall only be granted after all available paid sick leave and vacation leave has been exhausted. The employee shall apply in writing for said leave in advance of its commencement. All applications for extension of a granted unpaid disability leave must be in writing in advance of the first date of the commencement of such extension. In both cases, the employee must specify the requested starting date or extension starting date for the leave and the requested termination date for the requested leave.
2. In order to be eligible for an unpaid disability leave, the employee must submit to the District an employer provided medical certification sufficiently detailed to support the request for leave. In the event that there is some question concerning the basis for the request, the District

may require that the employee undergo an examination by a physician of the District's choosing.

3. After the utilization of any rights to leave the employee may have under the FMLA and NJFLA, and assuming the terms of C. 2. above are met, an employee shall be granted the leave requested up to the last scheduled work day in the school year that the leave commenced. Said employee will be granted an extension of that leave for up to one (additional) full work year (July 1 through June 30 for 12 month employees or September 1 through June 30 for 10 month employees).
4. All extended leaves of absence under this section are unpaid leaves once an employee's available leave has been exhausted. Under all extended unpaid leaves beyond those granted under FMLA and/or NJFLA, the administrator or supervisor shall be covered by existing health insurance and benefits in accordance with the rules established by the health insurance carrier with the District providing insurance benefits and the employee continuing to contribute his/her percentage of premium.

For employees employed as a member of WASA after July 1, 2013:

1. An employee may apply for an unpaid disability leave. Such leave shall only be granted after all available paid sick leave and vacation leave has been exhausted. The employee shall apply in writing for said leave in advance of its commencement. All applications for extension of a granted unpaid disability leave must be in writing in advance of the first date of the commencement of such extension. In both cases, the employee must specify the requested starting date or extension starting date for the leave and the requested termination date for the requested leave.
2. In order to be eligible for an unpaid disability leave, the employee must submit to the District an employer provided medical certification sufficiently detailed to support the request for leave. In the event that there is some question concerning the basis for the request, the District may require that the employee undergo an examination by a physician of the District's choosing.
3. After the utilization of any rights to leave the employee may have under the FMLA and NJFLA, and assuming the terms of C. 2. above are met, an employee who has worked at least three (3) consecutive years in the District by the date of application for leave, shall be granted the leave requested up to the last scheduled work day in that year. Said employee may be granted an extension of that leave at the discretion of the Board for up to one (additional) full work year (July 1

through June 30 for 12 month employees or September 1 through June 30 for 10 month employees).

4. After the utilization of any rights to leave the employee may have under the FMLA, and assuming the terms of C.2. above are met, an employee who has not worked at least consecutive three (3) years in the District by the date of application for leave, shall be granted the leave requested up to the last scheduled work day in that year. Said employee shall not be granted an extension of that leave into a new work year.
5. All extended leaves of absence under this section are unpaid leaves. Under all extended unpaid leaves beyond those granted under FMLA and/or NJFLA, the District shall not provide paid insurance benefits but the employee shall be permitted to pay for insurance coverage under rules adopted by the Board or its agents.

D. Child-rearing Leave

1. Administrators and supervisors may apply for a child-rearing leave of absence in conjunction with a sick leave of absence for child-rearing purposes. The child rearing leave shall commence on the date specified by the administrator and will continue for the balance of the school year in which the birth occurs. Application for child-rearing leave may be made to the Superintendent at least ninety (90) calendar days prior to the proposed commencement of the leave.
 2. Administrators and supervisors, upon written request, shall be granted a child-rearing leave for one (1) additional school year (July to June) immediately following the school year in which the initial child-rearing leave was granted, provided that this additional leave does not extend the total leave time beyond twenty-four (24) calendar months.
 3. Child-rearing leave shall be without pay. Upon request, the Board Secretary will provide the administrator and supervisors with the necessary information in order that the administrator and supervisor can take over payment of insurance premiums.
- E. Administrators and supervisors adopting an infant child shall receive similar leave which shall commence upon him receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption. The Board reserves the right to set the term of the leave within reasonable limits in the best interest of the school.
- F. All benefits to which administrators and supervisors were entitled at the time the leave commenced and which are still available to the administrators and

supervisors at the time of return and he shall be assured his original position or similar position within the area of his interests, abilities, and training following the completion of leave, provided he notifies the Superintendent of Schools of his intent to return prior to February 1st.

- G. Leaves for military duty shall be consistent with law.
- H. Other leaves of absence, without pay, may be granted by the Board which, in its opinion, are for good reasons.

ARTICLE 14 MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement shall be found to be contrary to law, that portion of the provision shall be considered void, but all other provisions and portions of the provision not voided shall continue to be in full force and effect. Written notice will be sent to the President of the Association should this occur.
- B. The Board and the Association agree that there shall be no discrimination against any administrator on the basis of race, creed, color, national origin or sex.
- C. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not be within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.
- D. This Agreement shall not be modified in whole or in part by the parties except by instrument in writing duly executed by both parties.
- E. The Board agrees, subject to reasonable requests, to provide the Association with relevant information, which is in the public domain, and within the knowledge of the Board. The cost, if any, of compiling and furnishing such information to the Association would be borne by the Association.

F. Travel Allowance

A car allowance of \$30.00 per month will be paid to those administrators with district-wide responsibilities, i.e. the Director of Special Services, the District Curriculum Coordinators, the Director of Athletics/Activities, and the like. A car allowance of \$25.00 per year will be paid to all other administrators covered by this Agreement.

G. Retirement (Payment for unused sick leave upon retirement is restricted to administrators/supervisors working in the district prior to July 1, 2013.)

1. Upon retirement in accordance with the provisions of the Teachers' Pension and Annuity Fund, administrators and supervisors shall be paid two (2) full days' pay calculated at the rate of one-two hundredth (1/200) of their annual salary for every five (5) days unused sick and accumulated personal leave days accrued. Any total amount greater than \$10,000 owed to an individual retiree must be paid by the Board of Education over a minimal period of three school fiscal years. Administrators and supervisors may request payment over a period of three (3), four (4) or five (5) years.
2. For all employees hired after June 30, 1996, the payment for unused sick leave accrued is capped at a maximum of \$15,000, upon retirement, in accordance with the Teachers' Pension and Annuity Fund.
3. An administrator who gives written notice to the Superintendent of his/her intention to retire on a July 1 and does so before the prior January 1 shall be entitled to a payment of \$1,000. If written notice is received after December 31 but before February 1, the payment shall be \$500. If written notice is received after January 31 but before March 1, the payment shall be \$250. The payment shall be made before the end of July after the retirement. Said payments are in addition to those in G. 1. above.

H. Unit members shall give at least 60 days' written notice before termination of employment with the District.

I. Cell Phones

The District will provide each unit member who is identified by the Superintendent with either a cell phone or a monthly allowance of \$50, at the unit member's choice. The unit member will inform the Business Office in writing by June 1 each year, on the form provided, whether he/she desires to be supplied with a phone or will maintain a personal phone and receive the monthly allowance for the following July 1 through June 30 period. If he/she chooses to be supplied with a phone, that phone must be returned to the District upon

separation of employment from the District. If he/she chooses the monthly allowance of \$50, that payment will be made monthly and is subject to taxes.

ARTICLE 15
DURATION OF AGREEMENT

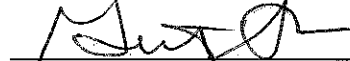
This agreement shall be effective as of July 1, 2013, and shall continue in effect until June 30, 2016.

For the Woodbury Board of Education:


SIGNATURE

Lynn Jennings Dennen, Board President

For the Woodbury Administrators and Supervisors Association:


SIGNATURE

Grant Shivers, WASA


SIGNATURE

Jeffrey Adams, WASA

APPENDIX A
GRIEVANCE FORM

Grievant's Name: _____

Date & Time Presented: _____

School: _____

Provision or Agreement Violated: _____

Nature of Violation (Describe fully: What, Where, When)
(If additional space is required, attach second sheet.)

Relief Sought by Aggrieved or Association:

Signature of Grievant: _____

Association Rep.: _____

Received by: _____ Date: _____ Time: _____

All grievances are to be presented at Step 1 except grievances initiated in accordance with the provisions of Article IV, Sections C.3 or C.8.

STEP 1 ANSWER

By: _____ Title: _____ Date: _____

Received: Assoc. Rep. _____ Date: _____ Time: _____

Aggrieved: _____ Date: _____ Time: _____

STEP 2

By: _____ Title: _____ Date: _____

Received: Assoc. Rep. _____ Date: _____ Time: _____

Aggrieved: _____ Date: _____ Time: _____

STEP 3

By: _____ Title: _____ Date: _____

Received: Assoc. Rep. _____ Date: _____ Time: _____

Aggrieved: _____ Date: _____ Time: _____

APPENDIX B
SALARIES
2013-14

NAME	2013-2014
Adams	\$128,516
Braddock	\$98,091
Cohen	\$100,049
Dunham	\$146,883
Grimes	\$88,167
Murphy	\$128,311
Myers	\$117,753
Scavette	\$101,902
Shivers	\$126,498
Vivadelli	\$113,515

All of the above represent 12-month administrative assignments.

Salary Increases

Salary increases for each year of this agreement will be determined annually based on the school district's overall percent increase/decrease in the general fund State Aid for the upcoming school year. The following scale will be used to determine the total dollar figures that will be allocated to the base salary of the contract. Base salary is the total of all salaries.

Terms	Change in State Aid	% Increase
Decrease in State Aid	$x \leq -2$	0.25%
Decrease in State Aid	$-2 < x \leq 0$	0.5%
Increase in State Aid	$0 < x < 2$	1.25%
Increase in State Aid	$2 \leq x < 5$	2.5%
Increase in State Aid	$5 \leq x$	3.0%

Note: For the 2013-14 school year, the state aid amount provides for a 2.5% increase. Distribution of increase will be an equal percentage to all members of the group unless a different allocation is agreed to by both parties.