

**AGREEMENT**

**BETWEEN**

**THE WARREN TOWNSHIP  
BOARD OF EDUCATION**

**AND**

**THE WARREN TOWNSHIP  
ADMINISTRATORS ASSOCIATION**

**JULY 1, 2005**

**TO**

**JUNE 30, 2008**



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**ARTICLE I**  
**RECOGNITION**

Pursuant to the provisions of Chapter 123, Public Laws of the State of New Jersey, *N.J.A.C. 19:12-21*, the Warren Township Board of Education hereby recognizes the Warren Township Administrators Association as majority representative and as the exclusive and sole representative for collective negotiations for its members concerning terms and conditions of employment for the following personnel, whether under contract, on leave, now employed or as may be hereafter employed by the Board:

All administrative personnel, including, but not limited to,  
Principals,  
Assistant Principals, Deans and Supervisors,  
Curriculum Supervisor,  
Director of Student Personnel Services,  
Technology Coordinator, and  
World Language Supervisor (10 month employee)

excluding the Superintendent and School Business Administrator/Board Secretary and any other confidential administrator.

## **ARTICLE II**

### **NEGOTIATIONS PROCEDURE**

The parties agree to enter into collective negotiations in accordance with law to reach agreement on all matters concerning the terms and conditions of unit members' employment. Negotiations shall begin at a mutually agreeable time with January 31 of the final year of the agreement as a target date. Any agreement so negotiated shall apply to all unit members, be reduced to writing, be signed by the Board and the Association and be ratified by the Board and the Association. Approval by a full majority of the Board is required for ratification. Except as this agreement shall herein otherwise provide, all terms and conditions of employment contained herein are applicable during the term of this agreement.

**ARTICLE III**  
**GRIEVANCE PROCEDURE**

**A. Definition.**

A "grievance" shall mean a claim by an administrator upon the interpretation, application or violation of this agreement, board policies, or administrative decisions affecting an administrator or a group of administrators. A grievance to be considered under this procedure must be initiated by the administrator within five days of its occurrence. Exclusion: A complaint of a non-tenure administrator which arises by reason of his not being re-employed.

**B. Procedure.**

1. It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate.

2. Failure to communicate a decision on a grievance within the specified time limits, at a given step, shall permit the aggrieved Administrator to proceed to the next step of the grievance procedure. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

3. It is agreed and understood that all administrators, including the grievant, shall, during and notwithstanding the pendency of any grievance, continue under the direction of the Superintendent and continue to observe all assignments and applicable rules and regulations of the Board until such grievance or grievances and any affect thereof shall have been fully determined.

4. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. They may be extended only by mutual consent in writing.



**C. Level One.**

Any administrator who has a grievance shall present that grievance in writing to the Superintendent of Schools in an attempt to resolve the matter informally at that level.

**D. Level Two.**

If, as a result of the informal discussion based upon the written grievance, the matter is not resolved to the satisfaction of the administrator within ten working days from the date of the informal discussion, he shall again present his grievance in writing to the Superintendent of Schools specifying:

1. The nature of the grievance and the date of the event.
2. The solution sought.
3. The result of previous informal discussion.
4. Dissatisfaction with the conclusion(s) reached by the Superintendent after the informal discussion.

A copy of the grievance shall be promptly forwarded to the administrator and/or the W.T.A.A. by the Superintendent. The Superintendent shall communicate his decision, with specific reasons, to the administrator within ten working days of the receipt of the written grievance.

**E. Level Three.**

If the administrator is not satisfied with the disposition of his grievance at Level Two, he may file his grievance in writing with the Board of Education (copy to the Superintendent) within five (5) working days after the receipt of decision at Level Two. The Superintendent shall forward all related papers to the Board of Education within ten (10) working days after the filing of the grievance with the Board of Education. The Board shall review the grievance and render a decision in writing within twenty (20) calendar days of receipt of the grievance by the Board. If, by the Board's judgement, a hearing is to be scheduled with the administrator, such a hearing will be held within twenty (20) working days of the receipt of the grievance by the Board, and a decision shall be rendered in writing within ten (10) working days of the hearing.

**F. Level Four.**

In the event any party is dissatisfied with the disposition of the grievance at Level Three, he/she may, within five (5) working days after the decision by the Board, request in writing that the grievance be submitted to advisory arbitration. An aggrieved party in order to process his grievance beyond Level Three must have his request for such action accompanied by the written recommendation for such action by the Association. At the same time, a request for a list of arbitrators shall be made to the Public Employment Relations Commission by the Association. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator. The decision of the arbitrator shall be advisory.

**G. Rights of Administrators to Representation.**

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

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

**H. Aggrieved Party Consent.**

Any grievance processed by the Association must be with the consent of the aggrieved party.

## **ARTICLE IV**

### **SUPERVISORY ADMINISTRATORS RIGHTS**

**A. Rights and Protection in Representation.**

Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every Administrator of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a fully elected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States.

**B. Statutory Savings Clause.**

Nothing contained herein shall be construed to deny or restrict to any Administrator such rights as he may have under New Jersey School Laws or other applicable laws and regulations.

**C. Just Cause Provision.**

No Administrator shall be disciplined, reduced in rank or compensation without just cause, as defined in **N.J.S.A. 18A:6-10** and **N.J.S.A. 34:13A-1**. Any such action asserted by the Board shall be subject to the grievance procedure or other remedies as provided by law.

**D. Required Meetings or Hearings.**

Whenever an Administrator is required to appear before the Superintendent, the Board of Education, or any committee of the Board, concerning a matter that may adversely affect the status of his employment, he shall be notified in writing and shall be entitled to representation.

The Administrator shall be given 48 hours notice prior to appearance before the Board or Board Committee. Any suspension shall be in accordance with law.

**E. Criticism of Supervisory Administrator.**

To the extent possible, any criticism by the Superintendent or the Board of Education of an Administrator shall be made in confidence and not in the presence of teachers, parents, students or at a public gathering unless official action of the Board is required.

Whenever possible, before the Board responds to criticism of the Administrator made by the public, the Administrator in question shall be afforded the opportunity to respond to the Board of Education relative to the public comments.

## **ARTICLE V**

### **ASSOCIATION RIGHTS AND PRIVILEGES**

**A. Mutually Scheduled Meetings.**

Whenever any member of the Association or any administrator is mutually scheduled by the parties to participate during work hours in negotiations, grievance proceedings excluding Level Four, conferences or meetings, he shall suffer no loss in pay.

**B. Exclusive Representation.**

The rights and privileges of the Association and its members as set forth in this agreement shall be granted to the Association as the representative of the administrators, and to no other comparable administrator organizations.

**C. Data Requests.**

The Board agrees to furnish to the Association, in response to requests from time to time, all public records and public information concerning the financial resources of the district.

**D. Use of School Buildings.**

Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

**E. Use of School Equipment.**

The Association shall have the right to use school facilities and equipment, including duplicating equipment, calculating machines, computers and printers and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use.

**ARTICLE VI**  
**EVALUATION**

**A. Right of Full Knowledge.**

The Board of Education and Superintendent subscribe to the principle that an Administrator has the right to full knowledge regarding the judgement of his supervisor respecting the effectiveness of his performance and that, further, he is entitled to receive such recommendations that will assist him in increasing the effectiveness of his performance.

**B. Frequency of Review.**

The Superintendent shall establish procedures that will guarantee a minimum of three (3) written evaluations per year for each non-tenured Administrator and one (1) written evaluation per year for each tenured Administrator. The process shall be in accordance with the provisions of N.J.A.C. 6:3-1.19. Tenured administrators shall receive their yearly evaluation on or before June 15th.

**C. Evaluation Procedures.**

1. Copies of Reports.

Each Administrator shall sign all copies of each written evaluation, attesting to the fact that the contents of the evaluation are known to him. No written evaluation may be part of an Administrator's personnel file without the Administrator's knowledge. Further, each Administrator shall receive a copy of each written evaluation.

2. Right to Respond.

A conference shall be arranged between the evaluator and the Administrator within ten (10) working days after receipt of the written evaluation by the Administrator, in compliance with N.J.A.C. 6:3-1.21. Within five working days after the conference, the Administrator is entitled to have his response to the evaluation heard and appended to the evaluation report.

**D. Notice of Contract Renewal.**

Each non-tenured supervisory Administrator shall receive written notice, pursuant to statute and code, whether or not the Superintendent intends to recommend a renewal of contract for the ensuing year.

**ARTICLE VII**  
**LEAVES OF ABSENCE**

**A. Sick Leave.**

1. Accumulative.

All parties represented herein shall be entitled to twelve (12) days sick leave per year for twelve month employees. All ten (10) month employees shall be entitled to ten (10) days sick leave per year. Unused days of sick leave shall be accumulated from year to year.

2. Retirement.

Any Administrator, upon retirement from TPAF after 20 years of service to the Warren Schools, shall receive a one time payment equal to 1/260th of the retiree's annual salary times the number of unused sick leave days of the Administrator at the time of retirement, which payment shall not exceed the sum of \$25,000.

3. Extended Illness.

Where, in a protracted illness, an Administrator shall have exhausted the accumulated days of sick leave, additional leave may be granted at the discretion of the Board of Education on a case-by-case basis in accordance with statute.

**B. Temporary Leaves of Absence.**

Leaves of absence with pay shall be granted annually for the following reasons:

1. Bereavement Leave.

Upon approval of the Superintendent

- a. Five (5) days per occasion, if required, for death in the immediate family, defined as the current spouse, child, step child or parent.



- b. Three (3) days per occasion, if required, for death of brother, sister, mother-in-law, father-in-law, grandchild, grandparent, uncle, aunt, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or other member of the immediate household. Household members shall be limited to a maximum of two individuals listed on the unit member's emergency card when such individuals are members of the household.

2. Personal Leave.

A maximum allowance of four (4) days per year for twelve (12) month employees and three (3) days per year for ten (10) month employees shall be available for the conduct of personal affairs which cannot be handled outside of school hours. A personal leave day cannot normally be used the day before or the day after a holiday or vacation period or the first or last day of the Administrator's school term, nor shall a personal leave day be utilized for a holiday or vacation. The spirit and intention of this section is to provide only for a uniquely private concern of an individual and, therefore, is not to be interpreted in any manner other than that which has been expressed. If it is established that a unit member takes such a leave for other than the aforementioned purposes, the Superintendent may then determine that the absence results in the forfeiture of pay for the absence. Application to the Superintendent shall ordinarily be made at least three (3) days prior to the leave, except in cases of emergency, or, as soon as possible thereafter. No reason is required for two of the three days for ten (10) month employees and no reason is required for two of the four days for twelve (12) month employees.

3. Unused Personal Leave.

Unused personal leave days in any year will be added to the Administrator's unused accumulated sick leave on the following basis: (1) if zero personal days have been used,

two days will be so added; (2) if one personal day has been used, one day will be so added; (3) if two personal days have been used, none will be added as accumulated sick leave.

4. Jury Duty.

In case of required jury duty, an Administrator shall be allowed time off for jury service. He shall be paid the difference between regular pay and jury duty pay.

5. Legal Proceedings.

For appearance in any legal proceeding connected with the Administrator's employment or with the school system, except where the Administrator is suing the Board, or in any other legal proceeding, if the Administrator is required by law to attend and is not a party to the suit, the Administrator shall be granted time off without reduction in pay.

6. Professional Development.

Administrators may attend national and state professional development conferences upon recommendation of the Superintendent and approval by the Board of Education. Approval or denial shall not be subject to the grievance procedure of this Agreement. The Board of Education will set aside \$2,000 per year per administrator for professional development. State and national meetings are considered professional development, however, no more than two administrators will attend a national meeting at the same time. Attendance at professional development programs must be approved by the Superintendent prior to attendance.

7. Family Illness Leave.

A maximum of three (3) days per year for family illness. Family illness days may be used where a personal presence is advisable because of the critical illness of (a) a parent, or (b) a spouse, or (c) a child, or (d) a member of the family living in the administrator's household.

Two of the three days may also be used for the illness of the administrator if the administrator has utilized all of the administrator's annual sick leave. One of the three days may only be used for family illness and is not convertible into sick leave for the administrator and is non-cumulative. The two family illness days that may be converted into sick leave for the administrator if unused at the end of the year convert into sick leave, and are accumulated from year to year. When using family illness days, an informal explanation identifying the family member and the nature of the illness will be provided upon request.

**C. Extended Leaves of Absence.**

1. Application.

All requests, extensions or renewals of extended leaves without pay shall be made in writing to the Superintendent. The Superintendent shall give written notification of the Board's disposition.

2. Maternity Leave.

An Administrator applying for maternity leave shall notify the Superintendent at least sixty (60) days prior to the date she intends to leave. The right of the Administrator to use all or part of her sick leave shall be limited to the following:

Under normal medical circumstances a unit member will be entitled to utilize her accumulated sick leave for a period of one month prior to the estimated date of delivery and one month after. If unusual medical circumstances dictate, then the sick leave can commence prior to the above period if substantiated by unrefuted medical certification, and can go beyond the one month period following the date of birth, if again, medically justified. The Administrator will be permitted to return to her duties upon being medically capable of performing these duties

or shall have the option of requesting a child rearing leave of absence, without pay, until the following September 1 or the succeeding September 1, if under tenure. It shall be the obligation of the unit member to apprise the Superintendent of the option selected.

3. Public Office.

The Board shall grant a leave of absence, without pay, to any unit member to serve in public office in accordance with the law, **N.J.S.A.** 18A:6-8; 8.2. No increment experience or credit will be granted for this leave, nor shall such time count toward fulfillment of time requirements for tenure purposes.

**D. Child Care Leave.**

Unit members will be entitled to child care leaves as outlined by New Jersey law.

**E. Continuation of Benefits While on Leave.**

Administrators while on leave without pay shall have the option to continue paying premiums for health insurance benefits regularly provided by the Board in accordance with law but in no case for longer than two years.

## **ARTICLE VIII**

### **WORK YEAR AND VACATION**

**A. Work Year.**

All Administrators in this unit shall be 12 month employees and work a 12 month calendar except for administrators specifically designated as ten (10) month employees, who shall work a ten (10) month work year.

**B. Vacation.**

1. All Administrators covered in this Agreement shall be entitled to twenty-two (22) vacation days.

2. All vacation days shall be available for use on July 1 of the school year immediately following the twelve (12) month period in which they were earned. Administrators shall use at least ten (10) vacation days between July 1 and August 15 and shall use at least seven (7) of the remaining unused vacation days when school is not in session. Scheduling of vacation must receive prior approval of the Superintendent. No more than five (5) days may be taken when school is in session. Administrators are encouraged to utilize vacation days when school is not in session.

3. During the time when school is in session, no more than two (2) consecutive vacation days shall be permissible except with the specific permission of the Superintendent and the Board of Education. No vacation days may be taken during the month of September when school is in session or during the three (3) workdays after the originally scheduled last day of school. If the actual last day of school occurs prior to the originally scheduled last day of school, then no vacation days may be taken during the three (3) workdays after the actual last day of school. If the actual last day of school is extended one day beyond the originally scheduled last day of school, then no vacation days may be taken during the first two (2) workdays after the actual last day of school. If the actual last day of school is extended two (2) or more days beyond the originally scheduled last day of school, then no vacation days may be taken during the first workday after the actual last day of school.

4. Unused vacation days are not accumulative and must be used in the year earned unless specifically authorized by the Superintendent and the Board of Education, except (i) up to five (5) days may be carried into the next year provided that the carried over vacation days must be used when school is not in session, and must be used by June 30<sup>th</sup> of the next school year; and (ii) an additional number of vacation days up to the number of days the schools were closed for snow in the year the days were to be originally taken may also be carried into the next year provided that the carried over vacation days must be used when school is not in session, and must be used by June 30<sup>th</sup> of the next school year.

**C. Legal Holidays.**

1. The following 13 days shall be considered non-work days:

Independence Day	New Year's Eve Day
Labor Day	New Year's Day
Teacher Convention Days (2)	Martin Luther King Day (if the schools are closed and no workshop is scheduled)
Thanksgiving Day	President's Day
Thanksgiving Friday	Good Friday
Christmas Eve Day	Memorial Day
Christmas Day	

2. In the event that one of these days falls on a weekend, an alternate day shall be given as a non-work day at the discretion of the Superintendent.

3. Rosh Hashanah and Yom Kippur shall be given as non-work days if they fall on week days when school is not in session. In the event these days fall on a weekend, no alternate day shall be given as a non-work day.

**D. Separation From Service.**

1. A member who dies before his contract period is complete shall have paid to his estate the value of unused prorated vacation days.

2. A member who resigns or retires during a contract year shall receive cash payment for unused prorated vacation days.

3. For purposes of D.1 and D.2 above, the value or amount due to the estate of an administrator who dies or to the administrator upon retirement shall be calculated by multiplying  $1/260^{\text{th}}$  of his or her annual salary times the number of whole, unused vacation days determined by subtracting the number of vacation days used since the prior June 30<sup>th</sup> from the number the administrator began the year with on July 1 plus the number of whole vacation days that have accrued in the current year on a prorated basis at a rate of two (2) days per month at the end of the month, up to the total number of days allowed in Article VIII, Section B.1.

**E. Work Day.**

The work day for administrators shall begin at least thirty (30) minutes before the start of the school day and shall end at least sixty (60) minutes after the end of the school day.

## **ARTICLE IX**

### **SALARY AND OTHER BENEFITS**

**A. Salary Guides.**

Salary schedules are attached hereto as Schedule A.

**B. Withholding of Increments.**

The Board of Education may withhold for inefficiency or other good cause the employment increment or the adjustment increment or both of any Administrator in any year by a majority vote of all the members of the Board of Education. The Superintendent shall notify the Administrator of the intent to recommend to the Board of Education to withhold an increment and the reasons therefor. Written notification of Board action, together with the reasons therefor, shall be provided to the Administrator within ten (10) days after the Board action. The member may then appeal from such action to the Commissioner of Education or otherwise as provided by law. It shall not be mandatory upon the Board of Education to pay any such denied increment in any future year as an adjustment increment.

**C. Professional Development.**

1. With prior approval of the Superintendent, Administrators who are pursuing an educationally related advanced degree (doctorate) shall be reimbursed 100% of tuition costs not to exceed the current Rutgers University, New Brunswick, tuition rate for graduate courses. The limit shall be no more than 15 credits per year and the Administrator must receive a grade of "B" or better. Approval of the Superintendent must be received before the course work commences and the course must be necessary for earning the advanced degree.



2. The Administrator may be reimbursed for other seminars or courses specifically approved by the Superintendent.

3. The Board's responsibility to fund the above tuition reimbursement shall not exceed \$8,000 in any year. The administrator shall receive tuition reimbursement within six (6) weeks of receipt of all required documentation by the Business Office.

**D. Medical Insurance.**

1. The Board shall provide full medical insurance for full-time Administrators and their dependents. However, no medical insurance benefits shall be granted to part-time administrators working fewer than 20 hours per week. (These benefits and limitations shall be comparable to those currently provided to other district employees, including employee agreement to a mandatory second surgical opinion and a pre-admissions certification and continued stay review consistent with the policies of the insurance carrier.)

2. If a member of the unit changes the type of coverage to which he/she is entitled under this Agreement (for example, from traditional to POS or family to individual coverage), or elects to have no coverage, the employee will be annually entitled to receive a direct payment of 50% of the savings achieved on the premium that would otherwise be paid by the Board to the insurance carrier. A decision shall be made by the member concerning changes in coverage on or before May 1.

3. The Association agrees to undertake an educational program to inform its members of the benefits due to switching from the traditional to the POS plan, and of the savings that can be achieved by switching to a POS plan, and/or by reducing the type of coverage of an employee.

4. Administrators who have changed their coverage will be allowed to restore their original coverage on an immediate basis without the necessity of health questionnaires for themselves or their family members in the event of a hardship. Re-entry for hardship applies only in the following situations which result in the loss of coverage through a spouse:

- a. termination of employment;
- b. legal separation (copy of decree required);
- c. group contract/policy terminated;
- d. divorce (copy of decree required);
- e. death (copy of death certificate required);
- f. military discharge (form DD214 required).

In addition, any members who have changed their type of coverage may automatically restore the coverage by applying during the enrollment period. It will not be necessary for any employees or their family members to complete a statement of health (proof of insurability) to restore coverage during the enrollment period.

5. Effective July 1, 2005:

- a. All administrators whose first day of employment is on or before June 30, 1999 who chose any medical insurance other than the POS type coverage shall contribute \$1,500 per year toward premium costs through payroll deduction.
- b. All administrators whose first day of employment is on or after July 1, 1999, who chose any medical insurance other than the POS type coverage, shall

contribute the full difference between the annual premium for the coverage selected and the POS coverage on an annual basis through payroll deduction.

**E. Dental Insurance.**

1. The Board shall provide full dental insurance for each Administrator. This protection shall be comparable to that provided to other district employees.

a. Preventative and Diagnostic - 100% UCR

b. Basic Services - 80% UCR

c. Major Services - 50% UCR

d. Orthodontics - 50% UCR; \$80 SCP max.

(i) \$1,500 maximum UCR p.a.

(ii) \$25 deductible p.a., excluding preventative and diagnostic.

2. During the term of this Agreement, the Board shall continue to pay 100% of the premiums for the individual employee. However, on July 1, 1996, the liability for premium costs for this insurance to be paid by the Board shall be capped at a sum equal to the premium then in effect. The Board shall not be liable to pay any increase in dental insurance premiums after July 1, 1996.

3. The Board reserves the right to name the carrier(s).

4. The Board agrees to ask the insurance carrier to provide a clear description of limits and coverage to each Administrator.

**F. Professional Dues.**

Membership dues of Administrators for professional associations shall be paid by the Board at the rate of \$1,250 per year upon presentation of the appropriate invoice.

**G. Auto Reimbursement.**

Reimbursement for use of autos in performance of their duties should be as follows:

Director of Special Services - \$950

Supervisor of Curriculum - \$950

Technology Coordinator - \$950

World Language Supervisor (10 month employee) - \$850

All other administrators - \$700

**ARTICLE X**

**MISCELLANEOUS PROVISIONS**

**A. Individual Agreements.**

Any individual contract between the Board and an individual Administrator hereafter executed shall be subject to and consistent with the terms and conditions of the Agreement. If an individual contract between the Board and an individual Administrator contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

**B. Savings Provision.**

If any part of this negotiated contract becomes illegal, it shall automatically be removed from the force of the contract the rest of the contract shall remain in force.

**C. Copies of Agreement.**

Copies of this Agreement shall be duplicated within thirty (30) days after the Agreement is signed and presented to all Administrators now employed or hereafter employed by the Board.

**D. Notice to Parties.**

Whenever notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so, in writing at the following addresses:

Association to the Board

Address of the Business Office  
of the Board of Education

Board to Association

School Address of  
Association President

**E. Complete Agreement.**

This Agreement represents the full and complete understanding on all matters which were or could have been the subject of negotiations. Neither party during the term of this Agreement, shall be required to negotiate with respect to any such item that was or could have been the subject of negotiations.

## **ARTICLE XI**

### **BOARD RIGHTS AND PRIVILEGES**

#### **A. Board Rights.**

The Association recognizes that the Board retains all rights, privileges, and responsibilities conferred upon it by the laws of the State of New Jersey and the United States and under the Constitution of New Jersey and the United States including the right to manage the schools. The Association further recognizes that the Board may not by agreement delegate authority and responsibility which, by law, are imposed upon and lodged with the Board exclusively, nor be bound by this Agreement in matters that are non-negotiable and impermissibly intrude into the areas of the managerial prerogative.

**ARTICLE XII**

**AMENDMENT AND DURATION OF CONTRACT**

**A. Amendment of Agreement.**

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

**B. Term of Agreement.**

This contract shall remain in full force and effect from July 1, 2005 through June 30, 2008.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly signed on this 22<sup>nd</sup> day of August, 2005.

**WARREN TOWNSHIP  
ADMINISTRATORS ASSOCIATION**

**WARREN TOWNSHIP  
BOARD OF EDUCATION**

By \_\_\_\_\_  
Joseph Palumbo, President

By \_\_\_\_\_  
Gina Voorhees, President

\_\_\_\_\_  
Chic Hansen

\_\_\_\_\_  
Peter Fallon, Negotiations Chair

\_\_\_\_\_  
Robert Comba

\_\_\_\_\_  
Patricia Cranley, Secretary



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