

AGREEMENT

Between

**THE WALL TOWNSHIP
ADMINISTRATIVE AND SUPERVISORY
COUNCIL**

And

**THE WALL TOWNSHIP
BOARD OF EDUCATION

COUNTY OF MONMOUTH**

2002-2003

2003-2004

2004-2005

ARTICLE 1

RECOGNITION

A. Unit Membership

In accordance with Chapter 123, Public Law of 1974 as amended, the Wall Township Board of Education hereby recognizes the Wall Township Administrative and Supervisory Council as the exclusive and sole representative for the collective negotiation concerning the terms and conditions of employment for all professional administrative and supervisory personnel may include:

High School Principal
High School Assistant Principal
Intermediate School Principal
Intermediate School Assistant Principal
Elementary School Principal
Elementary School Assistant Principal
Director of Special Services
Curriculum Coordinator (K-8)
Coordinator of Special Education
Curriculum Assistant
Coordinator for Instruction
Adult School Principal
Athletic Director (High School)
Department Supervisor
Career Education Coordinator
Guidance Director (High School)
Assistant Curriculum Coordinator
Math Supervisor – District
Athletic Director/Supervisor of Physical Education
Director Facilities and Operations
Supervisor Technology and Media Services
Dean of Studies (7-12)
Director – Instruction/Personnel
and those persons acting in these capacities.

B. Definition:

Unless otherwise indicated, the term "Council Member" when used hereinafter in this agreement shall refer to all professional employees represented by the Wall Township Administrative and Supervisory Council.

Article II

NEGOTIATION PROCEDURE

A. Deadline Dates

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Law of 1974 as amended, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Negotiations shall begin within the time frames as established by the Public Employment Relations Commission.

B. Negotiations Team Authority

Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counter proposals in the course of negotiations. Final approval of tentative agreements can only be determined by the Board of Education and the Council membership.

C. Maintaining Current Benefits

All terms and conditions as stated in this agreement shall be extended until a successor agreement is ratified by the Board of Education and the Council membership, except as specified.

B. Modification

This agreement incorporates the entire understanding of the parties on the items negotiated and shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definition

Grievance:

A “**grievance**” is a complaint by which an employee or employees in the Bargaining Unit, or the bargaining representatives, may appeal the interpretation, application or violation of policies, agreement and administrative decisions affecting them.

B. Purpose

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

C. Principles

1. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as practicable. This will be accomplished by changing all references to working days or school days in section D procedure, to calendar days except that in no event shall a party have less than 5 calendar days to take any action.

2. All meetings and hearings under this procedure shall be conducted in private, shall include only such parties in interest and their designated or selected representatives.
3. All documents, communications and records dealing with the grievance in question shall be kept in a special grievance file and not be placed in the personnel file of any of the participants. This file shall be maintained until such time as final decision is made, at which time all records except the final decision shall be destroyed.
4. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative. When a Council member is not represented by the Council, the Council shall have the right to be present and to state its views at all stages of the grievance procedure.

D. Procedure

1. Any employee who has a grievance shall discuss it with his/her immediate superior, in an attempt to resolve the matter informally at that level. A grievance to be considered must be initiated by the employee within thirty (30) calendar days of its occurrence.
2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days he/she shall present his/her complaint in writing to the immediate superior within five (5) school days. The immediate

superior shall communicate his decision to the employee within three (3) school days of receipt of the written complaint.

3. The employee may appeal this decision within five (5) school days to the Superintendent of Schools. The appeal to the Superintendent must be made in writing and must set forth grounds upon which the grievance is based. The Superintendent shall receive a report on the grievance and shall confer with the concerned parties. Either party may request a private conference. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. He/she shall communicate his/her decision in writing, along with supporting reasons, to the employee, his immediate superior and the Council.
4. If the grievance is not resolved to the employee's satisfaction he/she may within five (5) school days request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools, who shall attach all materials and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance, hold a hearing with the employee if requested, and render a decision within thirty-five (35) calendar days
5. If the Council is dissatisfied with the determination of the Board of Education, and in the further event that the grievance involves the interpretation of application of this contract, but does not involve a tenure charge (18A:6-10), withholding of an

increment (18A:29-14), or a non-renewal of a non-tenure administrator's contract (18A:27-10), then a request for arbitration shall be made to the Public Employment Relations Commission (PERC) as to the selection of an Arbitrator. The Arbitrator's decision shall be in writing and shall be submitted to the Board and the Council and shall be final and binding on the parties. The compensation of the Arbitrator shall be borne equally by the parties.

6. Failure by the grievant at any step of this procedure to appeal a grievance to the next step within a specified time limit shall be deemed to be acceptance of the decision rendered at that step. Failure at any step of this procedure to communicate a decision of the grievance to the grievant within the specified time limits shall be deemed to be acceptance of the grievant's position.

ARTICLE IV

COUNCIL MEMBERS' RIGHTS AND RESPONSIBILITIES

It is expected that Council members will be at their place of responsibility during normal school hours when students are in attendance, as prescribed by the Superintendent of Schools.

A. Rights and Protection in Representation

Pursuant to Chapter 123, Public Law 1974 as amended, the Board hereby Agrees that all professional administrative and supervisory personnel shall have the right to organize, join and support the Council for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection.

B. Required Meeting or Hearings

Whenever any Council member is required to appear before the Superintendent, Board, or any other committee or member thereof concerning any matter that could result in the withholding of an increment or termination of employment of that Council member, he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have (a) representative(s) of the Council and/or attorney present to advise him/her and represent him/her during such meetings or interviews. Any suspension shall be with pay until formal determination by the Board of Education.

C. When Students Are Not in Attendance During the School Year

It shall be the responsibility of each Council Member, in conjunction with his/her superior, to reasonably determine the need to be present in his/her normal place of work on days during the school year when students are not in attendance.

D. Co-Curricular Positions

Notices advertising all vacancies relating to co- and extra-curricular positions should be posted where these notices would normally be posted. Criteria for filling these positions will not be subject to negotiations.

The Board of Education will be able to utilize non-unit school district personnel to perform co- and extra-curricular responsibilities if there are not more qualified volunteers within the teachers unit. Present incumbents of these positions, who are not included within the teachers unit, will be able to maintain their present positions as long as the individuals and the Board of Education so agree.

ARTICLE V

GUIDELINES FOR COMMUNICATIONS

Recognizing that effective communication is necessary to promote and provide for better opportunities for the Wall educational community, the parties agree that requests to meet with the Superintendent or the Superintendent and the Board of Education on matters of concern to the Council such as school calendar, substitute administrative or supervisory assistance, negotiations with other employee groups, etc., shall be honored.

ARTICLE VI
LEAVES OF ABSENCE

A. Sick Leave

1. Accumulative

All Council members shall be entitled to one (1) day sick leave per month. Unused days of sick leave shall be accumulated from year to year.

2. Retirement

All Council members, upon retirement, shall receive sick leave reimbursement as follows:

- A. Unused sick days will be paid at a rate of \$125.00 per day. Additionally, all current employees shall be capped at 275 days. All new hires entering the unit, effective July 1, 2002, shall be capped at 225 days.
- B. By mutual agreement, the payout for the accumulated leave may be paid out over a four-year period or, at the WTASC member's request, the pay out of accumulated leave can be made in the form of a 403-B plan with contributions spread over a period of five years.

3. Extended Illness

In any instance of extended illness, additional sick days may be granted upon the recommendation of the Superintendent of Schools and approval of the Board of Education.

B. Temporary Leave of Absence

All Council members shall be entitled to the following leaves of absence with pay during each school year.

1. Death in Family

In the event of a death in the immediate family, an allowance of up to five (5) days leave shall be granted. Immediate family shall be defined as spouse, child, step-child, parent, step-parent, sister, brother, mother or father-in-law, Grandparent, Sister-in-Law, Brother-in-Law, Aunt, Uncle, Grandchildren, Niece or Nephew, or any member of the council Members' immediate household.

2. Personal

Absence of five (5) days per year (4 days for ten month Council members) may be granted to a Council member without reduction in pay for personal business which cannot be performed other than during employment hours. The number of unused personal days in any year shall accumulate for the purpose of sick leave only from year to year. Such additional sick leave days shall be used after regular sick leave days have been exhausted and will not be eligible for reimbursement upon retirement. The accumulation of personal/sick days for the purpose of sick leave shall not exceed fifteen (15) days in any given year.

2. Jury Duty

Employees serving jury duty will limit their days of absence to the days of actual jury service. They shall receive their regular salary during the time of service and will turn over the jury duty check to the Board of Education up to the amount of their salary.

C. Extended Leaves of Absence

Maternity and Child Care Leaves

The parties agree that the terms of this agreement regarding maternity and childcare leave shall be as governed by applicable law.

ARTICLE VII
SABBATICAL LEAVE

One (1) Council member, may, upon recommendation of the Superintendent and approval of the Board, be granted sabbatical leave under the following conditions.

1. Applicants must have held an administrative or supervisory position for three (3) years and have been employed by the Board for seven (7) continuous years.
2. The leave will encompass one (1) academic year.
3. Applicants outlining the plans for the period of absence must be submitted to the Superintendent of Schools for consideration, suggestion and approval not later than November 15 preceding the year in which the leave is to become effective.
4. If the number requesting sabbatical leave exceeds the number of such leaves available, the selection shall be based upon:
 - a) The estimated value of the plan to the individual and to the school system.
 - b) The amount of seniority.
 - c) The lengths of time since the last sabbatical leave.
5. A Council member on sabbatical leave shall receive as compensation during the period of absence, one half of his regular scheduled salary for a full year's leave or

full pay for one-half year's leave. It shall be paid in equal semi-monthly installments during the period of absence.

6. The Council member shall retain his/her seniority, retirement and other rights afforded by the district. Any additional benefits granted to Council members will automatically accrue to the person on sabbatical leave.
7. A Council member on sabbatical leave shall report all compensation received from sources other than his/her Board of Education, provided that compensation shall not include such items as allowance for travel, cost of living adjustment for Foreign Service, research, and other expense in connection with the project. Should such other compensation, when added to the compensation paid by the Board of Education, exceed the salary which the recipient would have received if on active duty, the compensation allowed by the Board of Education shall be reduced to bring the total to the amount of salary he/she would have received if on active duty. The applicant granted a sabbatical leave shall agree to return to the service of the Wall Township Public Schools for a two year period, or must return all or part of the grant received at the discretion of the Board of Education.
8. A Council member returning from sabbatical leave shall be restored to his/her former position.
9. Within 30 days of return from sabbatical leave he shall make a report of his/her professional activities as a follow up to the plans he/she outlined when applying for the sabbatical.
10. Applicants must be notified by contract renewal date as to the Board action taken on their request.

ARTICLE VIII

HEALTH CARE COVERAGE

A. Health Care Coverage

The Board of Education agrees to provide benefits as detailed in the District's Medical Insurance Policy for the professional staff. This will also include, but not be limited to the provisions found in this article, Sections D, E, F and G. If a Council member, already participating in the Major Medical/Hospital benefit, is RIF-ed, the Board will continue his/her current Major Medical/Hospital payments for a maximum of 90 days.

B. Annual Physical Examination

After submission to the insurance carrier, the Board shall, upon written receipt, reimburse to the Council member, the cost of an annual physical examination for each Council member to a maximum of Four Hundred Dollars (\$400). The physical examination shall include, but not be limited to the following: blood test, blood pressure, EKG, chest x-ray. The physician shall provide a statement to the Superintendent of Schools attesting to the general physical condition of the Council member and his ability to perform his position. The amount allotted (\$400) can be utilized for any expense associated with the plan including the purchase or eyeglasses and/or hearing aid.

C. Retirement Coverage

1. The Board shall pay full cost for the Major Medical/Hospitalization, as described under this Article for all Council members who retire within the first year of their retirement eligibility as defined below. This will continue until eligibility for Medicare begins.

The Board shall pay seventy five percent of the cost for the above coverage for all Council members who retire within the second year of eligibility. This will continue until eligibility for Medicare begins. The Board shall pay fifty percent of the cost for the above coverage for all Council members who retire after the second year of their eligibility. This will continue until eligibility for Medicare begins.

This Major Medical/Hospitalization coverage will include only the Council member and his/her existing spouse at the time of retirement. Any upgrading to the Major Medical/Hospitalization plan will automatically be added to the coverage for a retiree and his/her spouse. Eligibility for this provision is defined as follows.

- a. A Council member who has 25 years of service in education and is 55 years old.
 - b. A Council member who has 20 years of service in Wall and is at least 52 years old will have the option to retire and receive full coverage under this provision at no cost.
2. Prior to Medicare eligibility, the retiree and his/her spouse shall purchase, at current group rates, the Prescription Drug Plan and Dental Plan that are available to the active members of the Council.

3. Once eligibility for Medicare coverage is attained, the retiree and his/her spouse will be granted the privilege of purchasing at group rates all or any part of the coverage, which was in effect for that individual after retirement and prior to Medicare. The cost for this will be the total responsibility of the individual.

D. Dental Care Coverage

Council members shall receive an improved dental insurance plan so as to include full family coverage at District expense.

E. Prescription Drug Plan

The Board agrees to provide a Prescription Drug Plan, as detailed in the District's Group Prescription Plan policy, at District expense. Prescription co-pay shall be \$5.00 per generic or brand name prescriptions. All other parameters of the existing prescription drug program shall remain in force including zero co-pay on mail-in prescriptions.

F. Washington National Coverage

Council members shall receive Washington National's Plan I "Class A" coverage at District expense.

G. Catastrophic Insurance

Council members and spouse shall receive catastrophic insurance coverage at District expense.

H. Description to Council Members

The Board shall provide to each Council member a description of the health care coverage as provided under this Article.

ARTICLE IX

DEDUCTIONS FROM SALARY

Tax Sheltered Annuity

A Council member may authorize the Board to make deductions for the purpose of tax sheltered annuities pursuant to the provisions of R.S. 18A: 66-127, et seq., and the terms of a group contract approved by the Board.

ARTICLE X

VACATION

A. Time Allotted

Annual vacations for 12-month Council members shall be taken within the contract year at the discretion of the individual member with the approval by the Superintendent of Schools.

The vacation schedule is as follows:

<u>Years Employed in 12-Month Position</u>	<u>Amount of Vacation</u>
One year	Ten days
Two years	Fifteen days
Three years	Twenty days
Ten years	Twenty-two days

If the position requires a supervisor's certificate, one year of employment shall be equivalent to ten years of prior teaching experience. If the position requires a principal's certificate, one year of employment shall be equivalent to every three years of prior supervisory or administrative experience.

B. Banking Time

A Council member may bank a maximum of fifty (50) days vacation time and may use it at his/her discretion with approval by the Superintendent of Schools. An additional day can be earned for every additional two days of vacation banked up to a maximum of 10 additional days (maximum 60 days).

C. Separation from Service

1. A member who dies before his/her contract year is completed shall have his/her estate continue to receive his salary payments to the extent of the vacation days he has accumulated.
2. A member who resigns or retires in good standing during the contract year shall continue to receive his/her salary payments to the extent of the vacation days he/she has accumulated.

ARTICLE XI

VACANCIES AND TRANSFERS

A. Notice

Whenever an administrative or supervisory vacancy occurs, notice shall be posted in each school building and forwarded to the Council. Such notice shall state the position, its qualifications, and the date by which applications are to be made. Council members who desire to apply for such vacancy shall submit their application in writing to the Superintendent within the time limit set forth in the notice.

B. Notification

As soon as practicable after the Board has taken formal action, each applicant and the Council shall be notified of the Board's decision. Any applicant not selected shall, upon request made within ten days of notification of the Board's decision, meet and discuss the reasons for non-selection with the Superintendent.

C. Involuntary Transfer

An involuntary transfer shall be made only after a meeting between the Council member and the Superintendent and shall be followed by written notice of the transfer to the Council member involved and to the Council.

At the request of the Council member involved made within ten days of notification, the Superintendent shall forward a statement of reasons for the transfer to the Council member. All notification of involuntary transfers shall be made to coincide with the state mandated contract renewal date.

ARTICLE XII

MISCELLANEOUS

A. Use of Automobile

Council members shall be reimbursed at the rate of twenty-five (\$.25) cents per mile for use of their own vehicle as may be required in the performance of their duties.

B. Involuntary Reduction of Administrative or Supervisory Personnel

In the event there shall be a reduction in administrative or supervisory staff, every attempt within the confines of mandated regulations pertaining to reduction in force will be made to place the Council member in a professional position within the district.

In the event of a reduction in staff, the Council member so affected will be given primary consideration for any available position provided that he/she is certified and meets the qualification for the position.

C. Reimbursement for Personal Property Damage

The Board shall reimburse Council members for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by a Council member while acting in the discharge of his/her duties within the scope of his employment, (if this loss is not covered by personal insurance or workmen's compensation).

D. Payment of Professional Dues

The Board shall pay annual membership dues for each Council member in state (NJPSA) and national (NASSP or NAESP) professional organizations with the understanding that this support is given as an incentive to maintain membership in organizations whose primary focus is that of professional educational development as opposed to economic development of its members.

E. Tuition Reimbursement

The Board shall reimburse Council members for 50% of tuition (not to exceed \$750.00) per fiscal year for a grade “B” or better, with prior course approval by the Superintendent.

F. Supervisors (10 Months)

Each position will have the same work year as the teachers’ schedule and, additionally, will include twenty (20) working days between the last working day for teachers in the current school year and the first working day for teachers in the next successive school year. The annual salary will be reflected by the approved salary guide and paid over 12 months for pensionable purposes. Assignment of days will be at the discretion of the Superintendent of Schools or the Superintendent’s designee. The Board agrees to make pension contributions for the twenty (20) workdays to T.P.A.F., in accordance with New Jersey Statutes & Regulations.

However, the Board makes no representation, and shall bear no responsibility regarding unit members' rights and options under T.P.A.F., nor any financial responsibility for any claims for recoupment.

G. Placement

If the position requires a supervisor's certificate, the initial placement on the guide shall be at the rate of one step for every 10 years of prior teaching experience.

If the position requires a principal's certificate, the initial placement on the guide shall be at the rate of one step for every 3 years of prior supervisory or administrative experience.

H. Education Credit

Masters + 15 (\$700)	Masters + 30 (\$725)
Masters + 45 (\$750)	Masters + 60 (\$775)
Doctorate (\$800)	

I. Longevity Increments

An additional \$750 increment for Council Members entering their 15th, 18th, 21st and 25 year in education.

J. Primary School Stipend

The stipend to be paid to an assigned Council member who assumes Administrative responsibilities for the Primary School shall be as follows:

2002-2003	\$4,329.00
2003-2004	\$4,478.00
2004-2005	\$4,628.00

ADMINISTRATIVE & SUPERVISORY COUNCIL
SALARY GUIDE
2002-2005

<u>Position</u>	<u>Step</u>	<u>2002-2003</u>	<u>2003-2004</u>	<u>2004-2005</u>
High School	1	\$102,385.00	\$106,785.00	\$111,185.00
Principal	2	105,568.00	109,968.00	114,368.00
	3	108,753.00	113,153.00	117,553.00
	4	112,254.00	116,654.00	121,054.00
Director of	1	\$ 101,085.00	\$105,485.00	\$ 109,885.00
Special Services/ 504	2	104,268.00	108,668.00	113,068.00
	3	107,453.00	111,853.00	116,253.00
	4	110,954.00	115,354.00	119,754.00
Intermediate School	1	\$ 97,477.00	\$101,877.00	\$ 106,277.00
Principal	2	100,661.00	105,061.00	109,461.00
	3	103,844.00	108,244.00	112,644.00
	4	107,027.00	111,427.00	115,827.00
Elementary	1	\$ 92,902.00	\$97,402.00	\$101,902.00
Principal	2	95,555.00	100,055.00	104,555.00
	3	98,208.00	102,708.00	107,208.00
	4	100,861.00	105,361.00	109,861.00
HS Asst. Prin.	1	\$ 92,079.00	\$96,179.00	\$100,279.00
Int. Asst. Principal	2	94,732.00	98,832.00	102,932.00
	3	97,385.00	101,485.00	105,585.00
	4	100,038.00	104,138.00	108,238.00
Elementary	1	\$ 91,577.00	\$94,727.00	\$98,227.00
Asst. Principal	2	93,965.00	97,115.00	100,615.00
	3	96,352.00	99,502.00	103,002.00
	4	98,740.00	101,890.00	105,390.00
Supervisor (12 months)	1	\$ 91,577.00	\$94,727.00	\$98,227.00
	2	93,700.00	96,850.00	100,350.00
	3	95,821.00	98,971.00	102,471.00
	4	97,944.00	101,094.00	104,594.00
Supervisor (10 months + 20 days)	1	\$ 89,461.00	\$92,493.00	\$ 95,737.00
	2	91,212.00	94,244.00	97,488.00
	3	92,963.00	95,995.00	99,239.00
	4	94,715.00	97,747.00	100,991.00

CERTIFICATION

We hereby certify that this Agreement incorporates the entire understanding of the parties below for the period of July 1, 2002 through June 30, 2005 inclusive.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its authorized representative this day of , 2003.

WALL TOWNSHIP
BOARD OF EDUCATION

WALL TOWNSHIP
ADMINISTRATIVE AND
SUPERVISORY COUNCIL

ANTHONY LO CASTRO,
President, WTBOE

LAWRENCE E. JOHNSON
President, WTASC

ROBERT KERR,
Vice President, WTBOE

JOSEPH TONZOLA

JACK HAHN,
Business Administrator/Board Secretary

DR. ANTHONY VODOLA