

AGREEMENT BETWEEN THE

**WOODSTOWN-PILESGROVE REGIONAL BOARD OF
EDUCATION**

AND THE

**WOODSTOWN-PILESGROVE ADMINISTRATORS
ASSOCIATION**

JULY 1, 2005 THROUGH JUNE 30, 2008

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ARTICLE I

RECOGNITION

- A. In accordance with NJSA 34:13-A seq., the Woodstown Pilesgrove Regional Board of Education recognizes the Woodstown-Pilesgrove Administrators Association, hereinafter known as “the Association”, as the exclusive and sole representative for the collective negotiations concerning the terms and conditions of employment for all Principals Assistant Principals, Directors, Supervisors, and Instructional Facilitators employed by the Woodstown-Pilesgrove Regional Board of Education, hereinafter known as “the Board”. All other Board employees are excluded.

- B. For purposes of clarity, the term “administrator”, when used in this contract shall refer to all administrators defined in paragraph A of this Article. Reference to one gender shall include the other gender unless expressly stated.

ARTICLE II

NEGOTIATIONS PROCEDURES

- A. The parties agree to enter into collective negotiations in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement. Such negotiations begin no later than one hundred and twenty (120) days before the required budget submission date of the Board. Any Agreement so negotiated shall apply to all administrators, be reduced in writing, be adopted by the Association first and then the Board, and signed by the delegated representative of the Board and the Association.
- B. During negotiation, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals. The Board shall make available for inspection by the Association such financial records, data and information of the Woodstown-Pilesgrove Regional School District as is available to any member of the public by statutory regulation. This inspection shall be made by appointment with the Superintendent or his designee.
- C. 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 and with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations.
- D. Negotiations Sessions
 - 1. Any agreement that is mutually agreeable to both parties shall be adopted by the Association and the Board.
 - 2. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be adopted by the Association and the Board and signed by the Association and the Board.
- E. Whenever by mutual agreement between the Association and the Board or its representatives, any representative of the Association or any member is scheduled to participate in formal negotiations procedures pursuant to Chapter 123, P.L. 1974, he/she shall suffer no loss in pay/benefits. Negotiations shall, whenever possible, be scheduled at times other than regular school hours.
- F. Should this Agreement conclude prior to the completion of negotiations for a succeeding agreement the terms and conditions of this Agreement shall continue to be in effect until the negotiation of a successor agreement has been completed.
- G. The Board agrees not to negotiate concerning the administrators in the negotiating unit as defined in Article I with any organization other than the Association for the duration of this Agreement.
- H. 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.

- I. The Negotiated Agreement between the Board and the Association will be printed and distributed at Board and Association expense (least expensive way) as soon as possible.

ARTICLE III

ADMINISTRATOR'S RIGHTS

- A. No administrator shall be disciplined, reprimanded, reduced in rank, title or compensation or deprived of any written or existing professional advantages without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth. This article does not apply to non-renewals.

- B. 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. The statutory rights granted to administrators hereunder shall be deemed to be in addition to those provided elsewhere.

- C. Whenever any administrator is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that administrator in his office, position or employment, or the salary of any increments pertaining thereto, he shall be entitled to have a representative present to advise and represent him during such meeting or interview.

ARTICLE IV

ASSOCIATION RIGHTS

- A. The Board agrees to furnish to the Association, through its representative, any public information that is requested, in accordance with Board policy.
- B. The Association shall have the right to use the school facilities for meetings, provided the facility is not already scheduled for use.
- C. The Association shall have the right to use school facilities and equipment, including word processing machines, duplication equipment, calculation machine, and all types of audio/visual equipment at reasonable times, when such equipment is not otherwise in use.
- D. Whenever any representative of the Association participates during working hours in negotiations or grievance procedures he/she shall suffer not loss in pay nor shall he/she be required to use personal business days provided the Board of Education or its designated representatives and the Association mutually agree to the meeting and the number of Administrators acting as representatives.
- E. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the administrators.

ARTICLE V

GRIEVANCE PROCEDURE

A. Definitions

1. A grievance shall mean a complaint by a member of the Association that there has been a personal loss, injury or inconvenience resulting from a violation, misapplication, or misinterpretation of this Agreement, policies, administrative decisions, or state statutes or regulations affecting the terms and conditions of employment of administrators in this bargaining unit.
2. A “grievant” is an administrator who files a grievance.
3. “Day” means a school day, when school is in session, or a workday during summer and vacation periods.
4. “Representative” is a person or agent designated to represent either party in the grievance procedure.
5. “Party in interest” is a person, agent or agency with an interest in the grievance.

B. Procedures

1. Grievances shall be adjudicated according to the terms of this Agreement.
2. Formal grievances shall be filed in writing.
3. Communications and decisions concerning formal grievances shall be in writing.
4. Nothing herein precludes mutual extension of time limits of the grievance procedure.
5. Parties in interest shall be permitted representatives at all levels of the procedures.
6. Failure by a grievant to process a grievance within the specified time limits shall render the grievance as settled in favor of the Board, except as provided hereafter.
7. In the event that the decision of the Board’s representative or the Board is not rendered within the specified time limit, the grievance shall be deemed to have been denied and the grievant may submit the grievance to the next step.
8. A class grievance is a formal grievance by the Association on behalf of (or by) two (2) or more affected administrators. Such class grievance may be filed at Level III, but within ten (10) days of the occurrence. If the affected administrators are under the direction of a principal or director, then the grievance must be initiated at Level II.

C. Procedures

1. Level I – Informal Grievances

A grievant shall discuss informally with his immediate supervisor his grievance within ten (10) days of such occurrence, in order to resolve the grievances. A decision shall be given to the grievant within five (5) days.

2. Level II – Formal Grievances

- a. A grievant shall file a formal grievance within twenty (20) days of the occurrence, and shall specify the clause of the Agreement, the nature of the grievance, all relevant materials, and the suggested remedy.
- b. The immediate supervisor shall hold a hearing promptly within five (5) days of receipt of the formal grievance, and shall render this decision within five (5) days after the hearing.

3. Level III – Appeals to the Superintendent

- a. Within five (5) days of the decision at Level I, the grievant may request an appeal to the Superintendent. The appeal shall include all materials previously submitted.
- b. The Superintendent shall establish a conference within ten (10) days following such request, and notify the grievant at least five (5) days prior to the hearing date.
- c. Within five (5) days of the said conference, the Superintendent shall notify the parties in interest of his decision.

4. Level IV – Appeals to the Board

Grievances appealed to the Board shall be processed as in Level III, except that the Board will establish a hearing within thirty (30) days.

5. Level V – Arbitration

- a. Within ten (10) days of the decision of the Board, the Association may request arbitration of the grievance by filing notice with the Superintendent along with a Demand for Arbitration to the New Jersey Public Employees Relations Commission. The selection of the arbitrator and the conduct of the hearing shall be in accordance with the rules of PERC.
- b. The arbitrator shall first rule on the arbitrability of the grievance, if so requested by either party.
- c. The arbitrator shall have no power to add to, subtract from or alter the language of the Agreement. He shall have no power to make an award inconsistent with law. He shall rule only on the interpretation of the clause of the Agreement.

- d. The arbitrator's decision shall be binding on all parties, except that if his decision requires legislative action, such decision shall be effective only if such legislation is enacted.
- e. The cost of the services of the arbitrator shall be shared equally by the parties.
- f. Only grievances pertaining to violation of this Agreement may be processed to arbitration.

D. General Provisions

- 1. No prejudice will attend any administrator by reason of the utilization of participation in the grievance procedure.
- 2. The filing or pendency of any grievance shall not impede the normal management and operation of the schools.
- 3. All records of grievance processing shall be filed separately until the matter is concluded.
- 4. Parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.

ARTICLE VI

FILE PROCEDURE

- A. The administrator shall have the right to respond to anything going into the personnel file and shall receive a copy of same.
- B. The administrator's signature shall be evidence only that the document has been seen, not that he/she agrees herewith.
- C. Refusal to affix signature shall not preclude placement in one's personnel file.

ARTICLE VII

LEAVES OF ABSENCE

- A. Except for personal disability or emergency situation, administrators included in this Agreement shall be expected to work each designated workday unless excused under the following stipulations:
- B. Leave With Full Pay:
1. For ten (10) month administrators, allowance for personal illness or disability will be ten (10) days per year with the unused portion accumulated without limit. For administrators hired prior to 7/1/03, after five (5) years of service in the district, one (1) additional day per year will be available until a maximum of five (5) per year is reached, for serious illness in the immediate family, defined as parents, spouse or children. Unused family illness days will convert to sick leave and be accumulated at the end of each fiscal year.
 2. For twelve (12) month administrators, allowance for personal illness or disability will be twelve (12) days per year with the unused portion accumulated without limit. For administrators hired prior to 7/1/03, after five (5) years of service in the district, one (1) additional day per year will be available until a maximum of five (5) per year is reached, for serious illness in the immediate family, defined as parents, spouse or children. Unused family illness days will convert to sick leave and be accumulated at the end of each fiscal year.
 3. A physician's statement may be required for serious illness in the family.
 4. A physician's statement may be required for personal illness or disability.
 5. Bereavement Leave
 - a. The Board will provide up to five (5) workdays leave for each death in the immediate family. The Superintendent shall determine the actual number of days granted in each circumstance. Days shall be taken consecutively and contiguously to the death.
 - (1) The immediate family shall consist of the administrator's mother, father, sister, brother, son, daughter, spouse, mother-in-law, father-in-law, and grandparents.
 - (2) The workdays granted for bereavement leave shall be noncumulative.
 - (3) One (1) work day per year for the death of each relative other than the immediate family, as noted above.
 - (4) The workday granted for bereavement leave shall be noncumulative.

6. Personal Business Days

Each administrator may utilize up to two (2) work days per year for personal business reasons.

- a. Unused personal business leave days shall convert to accumulated sick leave days as long as the accumulated number does not exceed fifteen (15) for that year.
- b. One of the two personal days may be taken as half days with prior approval of the Superintendent or designee.

C. Limitations

1. Special consideration may be given particular problems of administrators extended years of service.

D. Rules Governing Absence

1. After returning from absence, each administrator will prepare an Absentee Record Form, completed accurately, and turn it in to the supervisor's office within three (3) school days. If an administrator fails to turn in the Absentee Record Form within the required time period, the administrator may be subject to disciplinary action.
2. For absences that can be anticipated, advance arrangements are to be made.
3. Absence for professional business, conference, and school visitations must be approved in advance.

E. Sabbatical Leave

1. After having been employed seven (7) consecutive years in the Woodstown-Pilesgrove Regional School District an administrator may receive leave for a year with half pay in accordance with the following provisions:
 - a. The leave will be for a regular and formalized program of education or travel or other program that may be approved by the Board of Education. All programs must be meaningful in terms of the present or future teaching assignment. The education shall be full-time residence program or its equivalent given by a recognized and approved institution. The travel shall be an extensive, planned itinerary.
 - b. Applications for leaves shall be filed with the Superintendent of School by March 1st immediately preceding the leave and shall be made on the forms provided by the Superintendent. The Board will examine the detailed request on the recommendation of the Superintendent.
 - c. All leaves must be approved by the Board of Education.
 - d. Leaves will be limited to one (1) per year and when more than one (1) applicant files for a given year, applications will be processed so that administrator's with the

longer number of consecutive years service in the district will be given primary consideration.

- e. Administrators on leave in accordance with these policies shall not lose seniority, retirement, and tenure rights.
- f. As part of the application for leave, the teacher will sign an agreement to return to serve for two (2) consecutive years in this school district immediately after leave.
- g. Start date of sabbatical to be mutually agreed upon by the Superintendent and administrator, with the Superintendent making the decision if the parties do not agree.

F. Child-Rearing Leave

- 1. An administrator may make application to the Board for a child-rearing leave of absence without pay for purpose of caring for a newborn or newly adopted infant child beyond the time allowed by the Family Medical Leave Act.
- 2. Written application will be made to the Superintendent as soon as possible, but no less than 90 days prior to the expected date of cessation of work. This time requirement may be reduced as necessary if the adoption agency gives the adoptive parents less than 90 days' notice.
- 3. Child-care leaves will begin immediately upon the expiration of disability leave for pregnancy and childbirth or at a date mutually agreed upon by the Board and administrator.
- 4. All such leaves will end at the end of the current school year unless in conflict with the Family Medical Leave Act.
- 5. Administrators may make application for an extension of childcare leave for one (1) additional school year and the Board may grant such an extension.
- 6. To the extent that the terms of the group health insurance contracts covering members of the bargaining unit permit, administrators on child-care leave will be permitted to continue such coverage by paying their own premiums after expiration of Family Medical Leave Act benefits.

Administrators absent less than ninety (90) school days shall receive their negotiated raise the following year upon return and all benefits shall be restored.

- G. Time necessary for appearance in any legal proceeding arising out of the administrator's performance of his duties, providing that the administrator is not participating or assisting as an adversary to the Board shall not result in loss of pay or personal leave.
- H. Other leaves subject to the terms dictated by the Board of Education may be applied for and approved in the sole discretion of the Board.

ARTICLE VIII

HEALTH INSURANCE

- A. The Board of Education shall make available to current administrators in the bargaining unit and be responsible for the payment of employee coverage and one hundred percent (100%) of the dependent coverage for each administrator in the BC/BS Horizon PPO Health Plan. Any such plan shall include an out of network deductible of thirty percent (30%). Dependent maternity benefits are not covered. Administrators can pay the difference between premiums if they choose to maintain the dependent maternity benefit.
- B. The Board will provide a co-pay prescription plan at Board expense for each administrator and his dependents where applicable. The prescription card co-pay shall be \$25/\$10 and \$25/\$10 for mail order all three years.
- C. The Board of Education shall pay the costs of premiums for the administrator and his dependents, for the current BC/BS Horizon PPO Dental Plan or its equivalent.
- D. The Board will reimburse each administrator for costs incurred for optical health care and/or medical and dental care to the administrator or members of his immediate family which are not reimbursable under insurance coverage provided herein, upon presentation of receipted bills and evidence that reimbursement has been claimed and denied under insurance provided herein, if appropriate, to a maximum of \$500 per year for the life of this contract. Bills must be submitted by June 30th and payment will be made by July 31st.

ARTICLE IX

VACATIONS

- A. Vacation time will be granted to twelve (12) month employees on the basis of in-district employment according to the following schedule.

<u>Years of Service</u>	<u>Annual Vacation</u>
0-5 Years	15 Working Days
6 Years	16 Working Days
7 Years	17 Working Days
8 Years	18 Working Days
9 Years	19 Working Days
10 + Years	20 Working Days

- B. Vacation Carryover – Unused vacation days may be carried over to the next school year according to the schedule below:

10 Days – administrators with service less than 10 years.

15 Days – administrators with service greater than 10 years.

- C. Deleted

- D. Separation from Service

- a. An Association member who dies before his contract period is completed shall receive full recognition of his vacation rights in the form of a vacation allowance to be given as a single cash payment to his estate.
- b. An Association member who resigns or retires during the contract year shall receive full recognition of his vacation rights.

ARTICLE X

WORK YEAR AND SCHOOL CALENDAR

- A. For the purposes of determining per diem rate, Administrators employed as 12-month employees under this Agreement shall have a work year of two hundred forty (240) days per year and any person employed as a ten (10) month administrator shall follow the teachers' calendar plus ten (10) days. The work year for Administrators will be lessened only by contracted vacation time, sick time or personal business days.
- B. Administrators will have twenty (20) paid holidays per year. The holidays shall include:

Holiday List

(As determined by the school calendar.)

The following days are holidays for all administrators:

July 4 th	1
Labor Day	1
Columbus Day	1
Veteran's Day	1
Thanksgiving Day and the day after	2
Christmas Eve, Christmas Day and the day after	3
New Year's Eve and New Year's Day	2
Martin Luther King Day	1
Presidents' Weekend	2
Good Friday	1
Easter Monday	1
Memorial Day	1
Floating Days (not to exceed a total of 20 holidays)	3
Taken with Superintendents permission	
Total	20 Holidays

Holidays on Saturday/Sunday will be scheduled on a weekday. The remaining holidays will be scheduled by the Board at the time the calendar is adopted.

- C. The Superintendent of Schools shall consult with the Association as to development of a school calendar and work schedule for recommendation to the Board of Education.

ARTICLE XI

SEVERANCE PAY

- A. Administrators who retire immediately from service under the rules of TPAF (not vesting benefits) and who have not less than ten (10) years of service in Woodstown-Piles Grove will be compensated for 100% of the accumulated sick leave days, at the rate of fifty dollars (\$50) per day in 2005-2006, 2006-2007, and 2007-2008.

- B. Administrators who claim this payment must notify the Board of their intent to retire by December 1st of their final year of service if they retire at the end of the school year, or not less than seven (7) months in advance of their retirement date if they retire at any other time. If, due to unusual circumstances notice is given less than seven (7) months in advance, payment may be made twelve (12) months after the receipt of notice. In the event that an administrator, having met all requirements herein, dies before receiving payment, payment will be made to the administrator's estate.

- C. Payment will be made in any of the following schedules, at the option of the administrator:
 - 1. Full payment on or about July 1st.
 - 2. Full payment on or about January 1st.
 - 3. Half on each date.

ARTICLE XII

PROFESSIONAL DEVELOPMENT

A. Tuition Course Reimbursement

Beginning July 1, 2001, up to a maximum of nine (9) graduate credits at the out of state rate in effect at Rutgers University shall be granted annually (non-accumulative) toward meeting the costs of approved graduate courses for all administrators. Annually is defined as that period from July 1st until June 30th. If a course(s) at other than a State College is approved by the Superintendent, then the total reimbursement shall not exceed nine (9) times the State College rate and compensation shall be at the State College rate for each credit pursued.

1. Excepted from this clause are those situations where the Board of Education requires certification within a short period of hiring an administrator and has agreed to pay for it.
2. Funds will be reimbursed upon submission to the Office of the Superintendent of Schools evidence of participation, official proof of successful completion of the graduate course and proof of payment for tuition.

B. Undergraduate Credit

Beginning July 1, 2001, upon prior approval of the Superintendent, an administrator shall be reimbursed for taking undergraduate courses at the out of state rate in effect at Rutgers University.

C. The Board of Education recognizes the value of professional organizations and agrees to pay dues for administrators who join professional organizations at the Local, State, and National levels relevant to the administrator's areas of specialization (e.g. NJ Principals and Supervisors Association, The National Association of Secondary School Principals, The Salem County Association of Administrators, ASCD, The New Jersey Association of School Administrators, etc.)

D. Conference, Conventions, Workshops, Seminars, Etc.

The Board recognizes the value of professional development and agrees to pay for attendance at conferences, conventions, workshops, seminars, etc. up to the maximum allowed.

E. Board Contributions

The Board will contribute the following amounts annually for each administrator for the items listed in A through D (tuition reimbursement, dues, conferences, conventions, workshops, seminars, etc.):

2005-2006	\$3,800
2006-2007	\$3,800
2007-2008	\$3,800

Up to \$700 (or appropriate amount decided by the superintendent per year) of the available professional development funds can be used for professional tools such as palm pilots and laptops. The laptops will be purchased through the lease option of the Woodstown-Pilesgrove Regional School District. These items, if eligible, would be included under the district's insurance for repair and replacement. All purchases will require the approval of the Superintendent. Any item purchased will remain the property of the Woodstown-Pilesgrove Regional School District.

Unused funds cannot be used by another administrator.

Article XIII

SAVINGS CLAUSE

- A. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted so as to eliminate, reduce, or otherwise detract from any administrator benefit existing prior to its effective date. A benefit is herein defined to mean one that is tangible and measurable.

ARTICLE XIV

FULLY BARGAINED CLAUSE

- A. The parties agree that they have fully bargained and agreed upon all terms and conditions of employment that were or could have been the subject of negotiation. This agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.
- B. There shall be no new negotiations on any such matters during the term of this agreement unless the parties mutually agree in writing to reopen negotiations on a specific item.

ARTICLE XV

STATUTORY SEPARABILITY

- A. If any provision of this Agreement or any application of this Agreement to any administrator or group of administrators is declared illegal by any action of legal authority of recognized jurisdiction, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XVI

JURY DUTY

- A. All administrators covered by this Agreement who are called on jury duty shall be paid for the time thus lost from regular school duties and the amount of payment shall be the difference between their regular pay and their jury duty pay.

ARTICLE XVII

SALARY

A. Salary increases during the term of this contract shall be as follows:

2005-2006	4.5%
2006-2007	4.5%
2007-2008	4.5%

B. Math/Science Technology Coordinator Position – This is a 12 month position as of September 2005. Monthly salary will be increased by 4.5% effective September 2005.

DURATION OF AGREEMENT

A. Duration of Agreement

This agreement shall be effective as of July 1, 2005, and shall continue in effect until June 30, 2008.

B. Successor Agreement

The parties agree that all matters that were negotiable have been negotiated, and that neither party will be required to reopen negotiations during the term of this agreement.

Retroactive salary payments will be made to those administrators who are actively employed as of the payment date for retroactive increases.

IN WITNESS WHEREOF, the parties have affixed their respective signatures this _____ day of _____, 2005.

For the Board of Education

For the Association

